NOTICE OF MEETING

CITY OF BRANSON

BOARD OF ALDERMEN

Regular Meeting – Monday, November 7, 2011 – 7:00 p.m.
Council Chambers – Branson City Hall – 110 W. Maddux

BRANSON BOARD OF ALDERMEN
AGENDA

November 7, 2011 **7:00 p.m.**

Meeting Called to Order
Pledge of Allegiance
Invocation – Jim Lawson
Roll Call

Employee of the Month – Rick Ivey of the Fire Department to be presented by Alderman Rick Davis.

Citizen's Academy Graduation Ceremony.

PUBLIC COMMENT:

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

CONSENT AGENDA:

1) Approval of Board of Aldermen Minutes:
- **a) October 20, 2011 Study Session**
- **b) October 25, 2011 Special Meeting**
- **c) October 25, 2011 Regular Meeting**

2) Acknowledge Receipt of Minutes:
- **a) Planning & Zoning Study Session of September 6, 2011**
- **b) Planning & Zoning Regular meeting of September 6, 2011**
- **c) Budget & Finance Committee meeting of September 22, 2011**
- **d) Budget & Finance Committee meeting of October 18, 2011**
- **e) Tree Board meeting of September 7, 2011**
- **f) Tree Board meeting of September 21, 2011**

3) Acknowledge Receipt of Annexation Petition filed by:
- **a) Property located at 229 Stillwood Dr. and common ground within Stillwood Subdivision.**
- **b) Property located at 131, 133 & 158 Stillwood Dr.**
- **c) Property located at 128 Stillwood Dr.**
- **d) Property located at 130 Stillwood Dr.**
- **e) Property located at 160 Stillwood Dr.**
- **f) Property located at 163 Stillwood Dr.**
- **g) Property located at 182 Stillwood Dr.**
- **h) Property located at 210 Stillwood Dr.**
- **i) Property located at 211 Stillwood Dr.**
- **j) Property located at 213 Stillwood Dr.**
- **k) Property located at 230 Stillwood Dr.**

l) Property located at 231 Stillwood Dr.
m) Property located at 232 Stillwood Dr.
n) Property located at 290 Stillwood Dr.
o) Property located at 291 Stillwood Dr.

4) Acknowledge Receipt of Community Improvement District (CID) budgets:
a) Branson Hills CID
b) The Historic Downtown Branson CID
c) Branson Hills Infrastructure CID
d) Branson Commerce Park CID
e) Forsythe Road CID

5) Final Reading of Bill No. 3994 approving certain documents associated with the City obtaining a loan from the Missouri Development Finance Board and the leasing of certain property and improvements of the City in connection therewith; authorizing the City to obtain such loan and to lease such property and improvements; and authorizing the execution of certain documents and the taking of certain actions in connection therewith.

6) Final Reading of Bill No. 3995 approving the renewal of the contract with R.J. Scherr & Associates for State Lobbying Services.

7) Final Reading of Bill No. 3996 approving an agreement for professional engineering services between the City of Branson and Burns & McDonnell Engineering Company, Inc. for the Meadows Water Treatment Plant Intake Sediment Investigation and authorizing the Mayor to execute the contract.

8) Final Reading of Bill No. 3997 accepting the proposal of CINTAS Corporation for the rental of uniforms, mats and shop towels for the City's Public Works, Parks and Utilities Departments and authorizing the Mayor to execute the contract.

9) Final Reading of Bill No. 3998 accepting the proposal of JCI Industries, Inc. to repair or replace two pump assemblies at the Cliff Drive Water Treatment Plant for the Utilities Department and authorizing the Mayor to execute the contract.

10) Final Reading of Bill No. 3999 accepting the proposal of Reinhart Food Service pertaining to the purchase of concession supplies used in park facilities and authorizing the Mayor to execute the contract.

11) Final Reading of Bill No. 4000 accepting the proposal of BWI Companies Inc. of Springfield pertaining to the purchase of agriculture supplies used in park facilities and authorizing the Mayor to execute the contract.

12) Final Reading of Bill No. 4001 accepting the proposal the Middleton Group (Memco) pertaining to the purchase of janitorial supplies used for the City of Branson and authorizing the Mayor to execute the contract.

13) Final Reading of Bill No. 4002 accepting the proposal of Prolawn Service Company for mowing and weed-eating and authorizing the Mayor to execute the contract.

REGULAR:

14) First and Final Reading of Substitute Bill No. 4003 approving certain documents associated with the City obtaining a loan from the Missouri Development Finance Board and the leasing of certain property and improvements of the City in connection therewith; authorizing the City to obtain such loan and to lease such property and improvements; and authorizing the execution of certain documents and the taking of certain actions in connection therewith.

[Financing Agreement] [Tax Compliance Agreement] [Continuing Disclosure Agreement]

[Release & Termination] [Escrow Trust Agreement] [POS] [Base Lease]

15) Public Forum on Proposed Ordinance to Limit the Sale of products containing Ephedrine or Pseudoephedrine.

16) First Reading of Bill No. 4004 appointing Willard A. Dillow as Special Municipal Judge and authorizing the Mayor to execute the contract.

17) First Reading of Bill No. 4005 approving an Intergovernmental Agreement between the City of Branson and the United States of America Department of Energy, Southwestern Power Administration and authorizing the Mayor to execute the contract.

BID AWARDS:

18) First Reading of Bill No. 4006 accepting the proposal of Brenntag Mid South, Inc. pertaining to the purchase of chemicals used in the water and wastewater treatment facilities and authorizing the Mayor to execute the contract.

19) First Reading of Bill No. 4007 accepting the proposal of General Chemical Performance Products, LLC pertaining to the purchase of chemicals used in the water and wastewater treatment facilities and authorizing the Mayor to execute the contract.

20) First Reading of Bill No. 4008 accepting the proposal of Polydyne, Inc. pertaining to the purchase of chemicals used in the wastewater treatment facilities and authorizing the Mayor to execute the contract.

21) First Reading of Bill No. 4009 accepting the proposal of Hawkins, Inc. pertaining to the purchase of chemicals used in the water and wastewater treatment facilities and authorizing the Mayor to execute the contract.

22) First Reading of Bill No. 4010 accepting the proposal of JCI Industries, Inc. to rebuild three return activated sludge pump assemblies at the Cooper Creek wastewater treatment plant for the Utilities Department and authorizing the Mayor to execute the contract.

23) First Reading of Bill No. 4011 accepting the proposal of Automated Control Solutions for a Programmable Logic Controller Maintenance Contract for monitoring system computers and radios for the Utilities Department and authorizing the Mayor to execute the contract.

DISBURSEMENTS:

24) Disbursements. [September 22, 2011] [September 23, 2011] [September 27, 2011] [September 29, 2011a] [September 29, 2011b] [October 5, 2011a] [October 5, 2011b] [October 11, 2011a] [October 11, 2011b] [October 13, 2011] [October 14, 2011] [October 20, 2011]

MAYOR/CITY ALDERMEN/CITY ADMINISTRATOR'S REPORTS

ADJOURN INTO EXECUTIVE SESSION

Closed Executive Session pursuant to 610.021.2 RSMo for real estate.

ADJOURN

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **RECOGNIZING RICK IVEY OF THE FIRE DEPARTMENT AS THE NOVEMBER EMPLOYEE OF THE MONTH.**

DATE: **NOVEMBER 7, 2011**

INITIATED BY: **PUBLIC INFORMATION**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend Rick Ivey as Employee of the Month for November ~~2011~~.

ALDERMAN REPORT:

It is my privilege to present our Employee of the Month for November, and he is Rick Ivey, a firefighter in the fire department. Rick is being recognized for going "above and beyond" in terms of helping to maintain our facilities, fire apparatus and equipment.

While Rick has specific duties to accomplish each day, he is often found taking on extra tasks using his skills to fix, repair or replace items that save the city money.

Examples include installing brackets on a fire engine to hold certain firefighting equipment and making various repairs around the fire station.

One noted incident occurred during the recent Community Day of Caring. Rick not only spent that day with the city team taking on a project to build a 30-foot handicap ramp, but he also returned on one of his days off to finish the job for this Taney County citizen.

Rick is that "fully involved" firefighter whose services build on the city values of stewardship of all city resources and teamwork.

Rick, on behalf of the Mayor, Board of Aldermen and City Administrator, I am proud to present you with this plaque that names you the city's Employee of the Month for November. We appreciate the work you do for our city, and proud to have you as a member of our team. Congratulations!

DRAFT

MINUTES

STUDY SESSION OF THE BOARD OF ALDERMEN
CITY OF BRANSON, MISSOURI
October 20, 2011

LUNCH

The Board of Aldermen of the City of Branson, Missouri met for lunch in the Administrative Conference Room of the City Hall on October 20, 2011, at 12:00 p.m.

INTRODUCTORY

The Board of Aldermen of the City of Branson, Missouri met for a study session in the Municipal Courtroom of the City Hall on October 20, 2011, at 12:30 p.m.

Mayor Presley presiding, Rick Todd, Patrick Parnell and Cris Bohinc, Bob Simmons and Mike Booth present. Absent: Rick Davis.

Also present from the City were: City Administrator Dean Kruithof, City Clerk Lisa Westfall, City Attorney William Duston, Communication Director Jerry Adams, Public Works Director and City Engineer David Miller, Police Chief Kent Crutcher, Parks and Recreation Director Cindy Shook, Information Technology Director D.J. Cline, Finance and Personnel Director Lori Helle and Utilities Director Mike Ray.

AGENDA

Administrator's Report.

Discussion of previous Study Session items.

Review of October 25, 2011 Agendas.

Initial Discussion of Proposed Ordinances to Limit the Sale of products containing Ephedrine or Pseudoephedrine.
(Mike Morton of Walgreens and Jim Gwimmer of K-Global provided a presentation)

Discussion on wells inside the city limits.
(Ryan Miller and Cynthia Brookhire of DNR provided a presentation)

Mayor's Report.

Board of Aldermen requests for agenda items to be placed on future agendas.

ADJOURN

Mayor Presley asked for a motion to adjourn. Alderman Todd moved to adjourn, seconded by Alderman Booth. Voting aye: Todd, Parnell, Bohinc, Simmons and Booth. Nays: none. Absent: Davis. Motion carried. Meeting adjourned at 2:33 p.m.

Raeanne Presley
Mayor

Lisa Westfall
City Clerk

DRAFT

MINUTES

SPECIAL MEETING OF THE BOARD OF ALDERMEN
CITY OF BRANSON, MISSOURI
October 25, 2011

INTRODUCTORY

The Board of Aldermen of the City of Branson, Missouri met for a special meeting with the Budget and Finance Committee in the Municipal Court Room of Branson City Hall, Branson, Missouri, on October 25, 2011, at 6:00 p.m. The following members were present:

Mayor Presley presiding, Rick Todd, Patrick Parnell, Cris Bohinc, Bob Simmons and Mike Booth present. Absent: Rick Davis.

Absent from the Finance Committee was: David Strong and Bill Jones.

Rick Davis joined the meeting at 6:18 p.m.

Also present from the City were: City Administrator Dean Kruithof, City Clerk Lisa Westfall, Public Works Director and City Engineer David Miller, Police Chief Kent Crutcher, Planning and Development Director Jim Lawson, Parks and Recreation Director Cindy Shook, Finance and Personnel Director Lori Helle, Economic Development Director Garrett Anderson, Utilities Director Mike Ray, Fire Chief Ted Martin and Nelda Lies, Capital Improvement Committee.

AGENDA

Presentation and Discussion of Proposed 2012 Budget.

ADJOURN

At this time, Mayor Presley asked for a motion to adjourn. Alderman Davis moved to adjourn, seconded by Alderman Todd. Voting aye: Todd, Davis, Parnell, Bohinc, Simmons, and Booth. Nays: none. Motion carried. Meeting adjourned at 7:02 p.m.

_____
Raeanne Presley
Mayor

_____
Lisa K Westfall
City Clerk

DRAFT

MINUTES

THE REGULAR MEETING OF THE
BOARD OF ALDERMEN
CITY OF BRANSON, MISSOURI
October 25, 2011

INTRODUCTORY

The Board of Aldermen of the City of Branson, Missouri met in regular session in the Council Chambers of the City Hall on October 25, 2011, at 7:00 p.m. Mayor Presley called the meeting to order with the "Pledge of Allegiance" and Jerry Adams gave the invocation.

ROLL CALL

City Clerk Westfall called roll: Mayor Presley presiding, Bob Simmons, Rick Davis, Cris Bohinc, Rick Todd, Patrick Parnell and Mike Booth present.

Also present from the City were: City Administrator Dean Kruithof, City Attorney William Duston, City Clerk Lisa Westfall, Communications Director Jerry Adams, Information Technology Director D.J. Cline, Public Works Director and City Engineer David Miller, Parks and Recreation Director Cindy Shook, Utilities Director Mike Ray, Economic Development Director Garrett Anderson, Planning and Development Director Jim Lawson, Police Chief Kent Crutcher, Finance and Personnel Director Lori Helle and Fire Chief Ted Martin.

RETIREMENT ANNOUNCEMENT

Administrator Kruithof announced that Communications Director Jerry Adams will be retiring at the end of the year and thanked him for his service.

PUBLIC COMMENT

Mayor Presley 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.

There were no speakers this evening.

CONSENT AGENDA

Mayor Presley 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 Presley asked if any member of the Board had any items they wished to have removed from the Consent Agenda. Alderman Davis requested Item Numbers 13, 15 and 5 be removed from the Consent Agenda with Item 13 placed as the first item, Item 15 as the second item and Item 5 as the third item on the

Regular Agenda. Mayor Presley 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 the Board of Aldermen Minutes:

a) October 6, 2011 Study Session
b) October 11, 2011 Special Meeting
c) October 11, 2011 Regular Meeting
d) October 18, 2011 Special Meeting

BILL NO. 3978
Ord. No. 2011-0100 **Amending Chapter 90 of the Branson Municipal Code *Utilities*, Article II *Combined Waterworks* and *Sewage System* by amending Section 90-41 *Monthly Water Rates*.**

Final reading of Bill No. 3978, an ordinance amending Chapter 90 of the Branson Municipal Code *Utilities,* Article II *Combined Waterworks* and *Sewage System* by amending Section 90-41 *Monthly Water Rates* was read by title by City Clerk Westfall. Voting aye: Simmons, Davis, Bohinc, Todd, Parnell and Booth. Nays: none. Motion carried. Ordinance No. 2011-0100 was duly enacted.

BILL NO. 3979
Ord. No. 2011-0101 **Rescinding and replacing Ordinance No. 2006-114 and authorizing the City of Branson, Missouri to perform criminal background checks for the purpose of issuance of licenses or hiring employees.**

Final reading of Bill No. 3979, an ordinance rescinding and replacing Ordinance No. 2006-114 and authorizing the City of Branson, Missouri to perform criminal background checks for the purpose of issuance of licenses or hiring employees was read by title by City Clerk Westfall. Voting aye: Simmons, Davis, Bohinc, Todd, Parnell and Booth. Nays: none. Motion carried. Ordinance No. 2011-0101 was duly enacted.

BILL NO. 3980
Ord. No. 2011-0102 **Amending Chapter 26, Article III, Division 1 of the Branson Municipal Code pertaining to peddlers.**

Final reading of Bill No. 3980, an ordinance amending Chapter 26, Article III, Division 1 of the Branson Municipal Code pertaining to peddlers was read by title by City Clerk Westfall. Voting aye: Simmons, Davis, Bohinc, Todd, Parnell and Booth. Nays: none. Motion carried. Ordinance No. 2011-0102 was duly enacted.

BILL NO. 3982
Ord. No. 2011-0103 **Approving amendments to the City of Branson's Personnel Manual.**

Final reading of Bill No. 3982, an ordinance approving amendments to the City of Branson's Personnel Manual was read by title by City Clerk Westfall. Voting aye: Simmons, Davis, Bohinc, Todd, Parnell and Booth. Nays: none. Motion carried. Ordinance No. 2011-0103 was duly enacted.

BILL NO. 3983
Ord. No. 2011-0104 **Authorizing the Mayor to execute a Road Relinquishment Agreement with the Missouri Highways and Transportation Commission pertaining to transfer of ownership of Courtney Street to the City of Branson.**

Final reading of Bill No. 3983, an ordinance authorizing the Mayor to execute a Road Relinquishment Agreement with the Missouri Highways and Transportation Commission pertaining to transfer of ownership of Courtney Street to the City of Branson was read by title by City Clerk Westfall. Voting aye: Simmons, Davis, Bohinc, Todd, Parnell and Booth. Nays: none. Motion carried. Ordinance No. 2011-0104 was duly enacted.

BILL NO. 3984
Ord. No. 2011-0105 **Approving the contract with ETC Institute pertaining to the execution of the City of Branson's Residential and Business Survey.**

Final reading of Bill No. 3984, an ordinance approving the contract with ETC Institute pertaining to the execution of the City of Branson's Residential and Business Survey and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Simmons, Davis, Bohinc, Todd, Parnell and Booth. Nays: none. Motion carried. Ordinance No. 2011-0105 was duly enacted.

BILL NO. 3985
Ord. No. 2011-0106 **Approving the contract with ETC Institute pertaining to the execution of the City of Branson's Employee Survey.**

Final reading of Bill No. 3985, an ordinance approving the contract with ETC Institute pertaining to the execution of the City of Branson's Employee Survey and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Simmons, Davis, Bohinc, Todd, Parnell and Booth. Nays: none. Motion carried. Ordinance No. 2011-0106 was duly enacted.

BILL NO. 3986
Ord. No. 2011-0107 **Approving the renewal of the contract with PSC Environmental Services, LLC for the transport and disposal of household chemical collections.**

Final reading of Bill No. 3986, an ordinance approving the renewal of the contract with PSC Environmental Services, LLC for the transport and disposal of household chemical collections and authorizing the Mayor to enter into the agreement was read by title by City Clerk Westfall. Voting aye: Simmons, Davis, Bohinc, Todd, Parnell and Booth. Nays: none. Motion carried. Ordinance No. 2011-0107 was duly enacted.

BILL NO. 3987
Ord. No. 2011-0108 **Accepting the proposal of Tri-Lakes Petroleum Company pertaining to motor vehicle fuel.**

Final reading of Bill No. 3987, an ordinance accepting the proposal of Tri-Lakes Petroleum Company pertaining to motor vehicle fuel and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Simmons, Davis, Bohinc, Todd, Parnell and Booth. Nays: none. Motion carried. Ordinance No. 2011-0108 was duly enacted.

BILL NO. 3988
Ord. No. 2011-0109 **Approving an addendum to the services contract between the City of Branson and Delong Plumbing, Inc. for annual HVAC maintenance services.**

Final reading of Bill No. 3988, an ordinance approving an addendum to the services contract between the City of Branson and Delong Plumbing, Inc. for annual HVAC maintenance services and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Simmons, Davis, Bohinc, Todd, Parnell and Booth. Nays: none. Motion carried. Ordinance No. 2011-0109 was duly enacted.

BILL NO. 3990
Ord. No. 2011-0111 **Accepting the proposal of Springfield Winwater Company pertaining to the purchase of water meter registers with radio transmitters and components.**

Final reading of Bill No. 3990, an ordinance accepting the proposal of Springfield Winwater Company pertaining to the purchase of water meter registers with radio transmitters and components and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Simmons, Davis, Bohinc, Todd, Parnell and Booth. Nays: none. Motion carried. Ordinance No. 2011-0111 was duly enacted.

BILL NO. 3992
Ord. No. 2011-0113 **Accepting the proposal of Green Side Up pertaining to golf course maintenance of the Don Gardner Golf Course.**

Final reading of Bill No. 3992, an ordinance accepting the proposal of Green Side Up pertaining to golf course maintenance of the Don Gardner Golf Course and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Simmons, Davis, Bohinc, Todd, Parnell and Booth. Nays: none. Motion carried. Ordinance No. 2011-0113 was duly enacted.

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

REGULAR AGENDA

BILL NO. 3989
Ord. No. 2011-0110 **Accepting the proposal of "A" Heating & Cooling pertaining to HVAC maintenance and repair for the City of Branson and its facilities.**

Final reading of Bill No. 3989, an ordinance accepting the proposal of "A" Heating & Cooling pertaining to HVAC maintenance and repair for the City of Branson and its facilities and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall and a staff report was presented by Administrator Kruithof. Mayor Presley asked for a motion approving Bill No. 3989. Alderman Davis moved to approve, seconded by Alderman Todd. Mayor Presley asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Presley asked for comments from the Board. Alderman Davis moved to amend Bill No. 3989 by striking "Section 3: and the contract shall commence starting January 1, 2012." from the ordinance, seconded by Alderman Bohinc. Mayor Presley asked for anyone in the audience wishing to speak

regarding this amendment. Hearing none, Mayor Presley asked for comments from the Board regarding the amendment. Discussion. Mayor Presley called for a vote on the amendment. Voting aye: Simmons, Davis, Bohinc, Todd, Parnell and Booth. Nays: none. Motion carried. Mayor Presley asked for anyone in the audience wishing to speak regarding Bill No. 3989 as amended. Hearing none, Mayor Presley asked for comments from the Board. No discussion. Voting aye: Simmons, Davis, Bohinc, Todd, Parnell and Booth. Nays: None. Motion carried. Ordinance No. 2011-0110 was duly enacted.

BILL NO. 3991
Ord. No. 2011-0112 **Accepting the proposal of Radiophone Engineering, Inc. for a voted receiver radio system upgrade.**

Final reading of Bill No. 3991, an ordinance accepting the proposal of Radiophone Engineering, Inc. for a voted receiver radio system upgrade and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall and a staff report was presented by Administrator Kruithof and Lisa Westfall. Mayor Presley asked for a motion approving Bill No. 3991. Alderman Booth moved to approve, seconded by Alderman Parnell. Mayor Presley asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Presley asked for comments from the Board. Alderman Bohinc moved to amend Bill No. 3991 by adding Addendum 1 to the contract, seconded by Alderman Todd. Mayor Presley asked for anyone wishing to speak regarding this amendment. Hearing none, Mayor Presley asked for comments from the Board regarding the amendment. No discussion. Voting aye: Simmons, Davis, Bohinc, Todd, Parnell and Booth. Nays: none. Motion carried. Mayor Presley asked for anyone in the audience wishing to speak regarding Bill No. 3991 as amended. Hearing none, Mayor Presley asked for comments from the Board. No discussion. Voting aye: Simmons, Davis, Bohinc, Todd, Parnell and Booth. Nays: none. Motion carried. Ordinance No. 2011-0112 was duly enacted.

BILL NO. 3981
SUBSTITUTED **Authorizing the leasing of certain property and improvements of the City; authorizing the City to obtain a loan from the Missouri Development Finance Board for the purpose of refinancing the Board's Infrastructure Facilities Bonds (City of Branson, Missouri) Series 2003A.**

Final reading of Bill No. 3981, an ordinance authorizing the leasing of certain property and improvements of the City; authorizing the City to obtain a loan from the Missouri Development Finance Board for the purpose of refinancing the Board's Infrastructure Facilities Bonds (City of Branson, Missouri) Series 2003A and authorizing the execution of certain documents and the taking of certain actions in connection therewith was read by title by City Clerk Westfall and stated that due to the numbers not being available on its first reading, a substitute bill was drafted. This will be introduced as our next item. A staff report was presented by Lori Helle, Jack Dillingham of Piper Jaffray and Rick McConnell of Gilmore & Bell. Mayor Presley asked for a motion that Bill No. 3993 be considered as a substitute bill and replacement for Bill No. 3981 and that Bill No. 3981 be removed from the agenda. Alderman Todd so moved, seconded by Alderman Parnell. Mayor Presley asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Presley asked for comments from the Board. No discussion. Voting aye: Simmons, Davis, Bohinc, Todd, Parnell and Booth. Nays: none. Motion carried. City Clerk Westfall stated the record will reflect that Bill No. 3981 has been replaced with Substitute Bill No. 3993.

BILL NO. 3993
Ord. No. 2011-0115
SUBSTITUTE **Authorizing the leasing of certain property and improvements of the City; authorizing the City to obtain a loan from the Missouri Development Finance Board for the purpose of refinancing the**

Board's Infrastructure Facilities Bonds (City of Branson, Missouri) Series 2003A.

First reading of Substitute Bill No. 3993, an ordinance authorizing the leasing of certain property and improvements of the City; authorizing the City to obtain a loan from the Missouri Development Finance Board for the purpose of refinancing the Board's Infrastructure Facilities Bonds (City of Branson, Missouri) Series 2003A and authorizing the execution of certain documents and the taking of certain actions in connection therewith was read by title by City Clerk Westfall and a staff report was presented by Administrator Kruithof. Mayor Presley asked for a motion approving Substitute Bill No. 3993. Alderman Booth so moved, seconded by Alderman Bohinc. Mayor Presley asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Presley asked for comments from the Board. No discussion. Voting aye: Simmons, Davis, Bohinc, Todd, Parnell and Booth. Nays: none. Motion carried. Final reading of Substitute Bill No. 3993, an ordinance authorizing the leasing of certain property and improvements of the City; authorizing the City to obtain a loan from the Missouri Development Finance Board for the purpose of refinancing the Board's Infrastructure Facilities Bonds (City of Branson, Missouri) Series 2003A and authorizing the execution of certain documents and the taking of certain actions in connection therewith was read by title by City Clerk Westfall. Mayor Presley asked for a motion approving Substitute Bill. No. 3993. Alderman Davis moved to approve the final reading of Substitute Bill No. 3993 so the interest rates on the new bonds can be locked in and other documents completed, seconded by Alderman Todd. Mayor Presley asked for anyone in the audience wishing to speak regarding this bill. Hearing none, Mayor Presley asked for comments from the Board. Discussion. Voting aye: Simmons, Davis, Bohinc, Todd, Parnell and Booth. Nays: none. Motion carried. Ordinance No. 2011-0115 was duly enacted.

BILL NO. 3994

Approving certain documents associated with the City obtaining a loan from the Missouri Development Finance Board and the leasing of certain property and improvements of the City in connection therewith; authorizing the City to obtain such loan and to lease such property and improvements.

First Reading of Bill No. 3994, an ordinance approving certain documents associated with the City obtaining a loan from the Missouri Development Finance Board and the leasing of certain property and improvements of the City in connection therewith; authorizing the City to obtain such loan and to lease such property and improvements; and authorizing the execution of certain documents and the taking of certain actions in connection therewith was read by title by City Clerk Westfall and a staff report was presented by Administrator Kruithof and Rick McConnell of Gilmore & Bell. Mayor Presley asked for a motion approving Bill No. 3994. Alderman Bohinc moved to approve, seconded by Alderman Parnell. Mayor Presley asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Presley asked for comments from the Board. No discussion. Voting aye: Simmons, Davis, Bohinc, Todd, Parnell, and Booth. Nays: none. Motion carried.

PRESENTATION OF PROPOSED COUNTY DISTRICT MAPS.

An introduction was provided by Administrator Kruithof and a presentation of proposed County District maps was made by Commissioner Jim Strafuss. Mayor Presley asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Presley asked for comments from the Board. Discussion.

UPDATE BY LORI HELLE ON QUARTERLY FINANCIAL REPORTS

Administrator Kruithof provided an introduction and a presentation was made by Lori Helle regarding quarterly financial reports. Mayor Presley asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Presley asked for comments from the Board. Discussion.

BILL NO. 3995

Approving the renewal of the contract with R.J. Scherr & Associates for State Lobbying Services.

First Reading of Bill No. 3995, an ordinance approving the renewal of the contract with R.J. Scherr & Associates for State Lobbying Services and authorizing the Mayor to execute the same was read by title by City Clerk Westfall and a staff report was presented by Administrator Kruithof. Mayor Presley asked for a motion approving Bill No. 3995. Alderman Simmons moved to approve, seconded by Alderman Booth. Mayor Presley asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Presley asked for comments from the Board. Discussion. Voting aye: Simmons, Davis, Todd, Parnell, Bohinc and Booth. Nays: none. Motion carried.

BILL NO. 3996

Approving an agreement for professional engineering services between the City of Branson and Burns & McDonnell Engineering Company, Inc. for the Meadows Water Treatment Plant Intake Sediment Investigation.

First Reading of Bill No. 3996, an ordinance approving an agreement for professional engineering services between the City of Branson and Burns & McDonnell Engineering Company, Inc. for the Meadows Water Treatment Plant Intake Sediment Investigation and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall and a staff report was presented by Administrator Kruithof and David Miller. Mayor Presley asked for a motion approving Bill No. 3996. Alderman Todd moved to approve, seconded by Alderman Parnell. Mayor Presley asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Presley asked for comments from the Board. Discussion. Voting aye: Simmons, Davis, Todd, Parnell, Bohinc and Booth. Nays: none. Motion carried.

The meeting recessed at 8:33 p.m. and reconvened at 8:45 p.m.

BILL NO. 3997

Accepting the proposal of Cintas Corporation pertaining to the rental of uniforms, mats and shop towels for the City's Public Works, Parks and Utilities Departments.

First Reading of Bill No. 3997, an ordinance accepting the proposal of Cintas Corporation pertaining to the rental of uniforms, mats and shop towels for the City's Public Works, Parks and Utilities Departments and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall and a staff report was presented by Administrator Kruithof and David Miller. Mayor Presley asked for a motion approving Bill No. 3997. Alderman Bohinc moved to approve, seconded by Alderman Davis. Mayor Presley asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Presley asked for comments from the Board. No discussion. Voting aye: Simmons, Davis, Bohinc, Todd, Parnell, and Booth. Nays: none. Motion carried.

BILL NO. 3998

Accepting the proposal of JCI Industries, Inc. to repair or replace two pump assemblies at the Cliff Drive Water Treatment Plant for the Utilities Department.

First Reading of Bill No. 3998, an ordinance accepting the proposal of JCI Industries, Inc. to repair or replace two pump assemblies at the Cliff Drive Water Treatment Plant for the Utilities Department and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall and a staff report was presented by Administrator Kruithof and Mike Ray. Mayor Presley asked for a motion approving Bill No. 3998. Alderman Davis moved to approve, seconded by Alderman Todd. Mayor Presley asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Presley asked for comments from the Board. Discussion. Voting aye: Simmons, Davis, Bohinc, Todd, Parnell, and Booth. Nays: none. Motion carried.

BILL NO. 3999

Accepting the proposal of Reinhart Food Service pertaining to the purchase of concession supplies used in park facilities.

First Reading of Bill No. 3999, an ordinance accepting the proposal of Reinhart Food Service pertaining to the purchase of concession supplies used in park facilities and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall and a staff report was presented by Administrator Kruithof and Cindy Shook. Mayor Presley asked for a motion approving Bill No. 3999. Alderman Bohinc moved to approve, seconded by Alderman Todd. Mayor Presley asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Presley asked for comments from the Board. Discussion. Voting aye: Simmons, Davis, Bohinc, Todd, Parnell, and Booth. Nays: none. Motion carried.

BILL NO. 4000

Accepting the proposal of BWI Companies Inc. of Springfield pertaining to the purchase of agriculture supplies used in park facilities.

First Reading of Bill No. 4000, an ordinance accepting the proposal of BWI Companies Inc. of Springfield pertaining to the purchase of agriculture supplies used in park facilities and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall and a staff report was presented by Administrator Kruithof and Cindy Shook. Mayor Presley asked for a motion approving Bill No. 4000. Alderman Bohinc moved to approve, seconded by Alderman Davis. Mayor Presley asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Presley asked for comments from the Board. Discussion. Voting aye: Simmons, Davis, Bohinc, Todd, Parnell, and Booth. Nays: none. Motion carried.

BILL NO. 4001

Accepting the proposal of the Middleton Group (MEMCO) pertaining to the purchase of janitorial supplies used for the City of Branson.

First Reading of Bill No. 4001, an ordinance accepting the proposal of the Middleton Group (MEMCO) pertaining to the purchase of janitorial supplies used 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 Cindy Shook. Mayor Presley asked for a motion approving Bill No. 4001. Alderman Davis moved to approve, seconded by Alderman Parnell. Mayor Presley asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Presley asked for comments from the Board. No discussion. Voting aye: Simmons, Davis, Bohinc, Todd, Parnell, and Booth. Nays: none. Motion carried.

BILL NO. 4002

Accepting the proposal of Prolawn Service Company, LLC, pertaining to mowing and weed eating.

First Reading of Bill No. 4002, an ordinance accepting the proposal of Prolawn Service Company, LLC, pertaining to mowing and weed eating and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall and a staff report was presented by Cindy Shook. Mayor Presley asked for a motion approving Bill No. 4002. Alderman Davis moved to approve, seconded by Alderman Simmons. Mayor Presley asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Presley asked for comments from the Board. Discussion. Voting aye: Simmons, Davis, Bohinc, Todd, Parnell, and Booth. Nays: none. Motion carried.

MAYOR/ALDERMEN/ADMINISTRATOR'S REPORTS

Alderman Simmons mentioned attending the Park Board meeting in which financial reports were discussed and stated the flooding earlier this year negatively affected the revenues for the campground and golf course. He reported many of the park programs are exceeding the amount of people served from last year. Alderman Simmons stated park upgrades and ADA surveys were also discussed and the ADA surveyors pointed out some park upgrades that need to be completed in the future and he added the City needs to start working on a plan. Alderman Simmons reported the fundraising events for the dog park have been very creative and successful. Mayor Presley commented she visited Stockstill Park and the new trail looks great.

Alderman Davis commented the Hiawatha Heights Neighborhood is having a potluck to help neighbors get more acquainted and he requested funds in the budget to help support the neighborhood organizations.

Alderman Bohinc mentioned she attended the Personnel Committee and stated she was pleased with the budget process and taking the time to address the needs of employees and carefully considering how taxpayer dollars are spent. Alderman Bohinc stated she appreciates the unity between department heads and the Board and commented the City has worked hard to achieve this goal.

Alderman Parnell reported attending the Personnel Committee meeting and said he was impressed with how Dean and the Personnel Committee are paying attention to the feelings of employees. He stated the committee looked at a spreadsheet that compared the City's employee's health and wellness programs and insurance with 16 other counties and cities in the surrounding areas and is proud that the City of Branson is near the top of the list for quality of benefits. Alderman Parnell mentioned attending the employee health fair and felt it was beneficial and thanked the organizers of the event.

Administrator Kruithof stated there is a manager's meeting on Thursday to discuss financials with employees and stated he feels good about the budget meeting. He stated the annual wellness fair was last Thursday and Friday and he thought the event was a success as approximately 170 out of 238 employees attended. Administrator Kruithof commented he believes a lot of people are becoming more aware of health and wellness and he hopes the City becomes a healthier organization. Administrator Kruithof reminded everyone the next Highway 76 neighborhood walk is Thursday and presented some tentative dates for future neighborhood walks to the Board and asked for feedback.

Mayor Presley reported reading local newspaper articles regarding the new crime mapping system and the City's green efforts. She mentioned attending a meeting regarding the success of the drug drop-off boxes in the Police Department and stated the OTC groundbreaking is this Thursday.

ADJOURN

Mayor Presley asked for a motion to adjourn. Alderman Booth moved to adjourn, seconded by Alderman Todd. Voting aye: Simmons, Davis, Bohinc, Todd, Parnell and Booth. Nays: none. Motion carried. Meeting adjourned at 9:13 p.m.

Raeanne Presley
Mayor

Lisa Westfall
City Clerk

PLANNING AND ZONING COMMISSION
September 6, 2011
STUDY SESSION

7:00 p.m.
Fishbowl Conference Room

CONSENT

Roll Call

Commissioners Present:	Best, Burney, Davis, Huddleston, Loyd, Wescott, Woolery, Vice-Chairperson Romine and Chairperson Harris	
Commissioners Absent:	McDowell	
Staff Present:	Jim Lawson	Director of Planning and Development
	Joel Hornickel	Senior Planner
	William Duston	City Attorney
	Mike Ray	Utilities Director
	Kendall Powell	Utilities Plans Reviewer
	Sonja Paden	Office Assistant II

ADMINISTRATIVE DISCUSSION

Chairperson Harris opened the meeting by introducing newly appointed commissioner Heather Burney and welcoming her to the group.

Chairperson Harris turned the discussion over to staff.

OLD BUSINESS

3. **Request for a Municipal Code Amendment to Appendix A, Sections 400.040, 405.030, 405.040 and 410.040 Pertaining to Uses Permitted and Special Uses.**
Project No. 11-12.1 (11-01200001)
Applicant: City of Branson

- Mr. Hornickel stated it was the third time for this item to be discussed by the commission.
- He said several areas had been clarified since the previous meeting and several images had been added to the actual presentation to help the commissioners better understand it during their consideration.

PUBLIC HEARINGS

4. **Request for a Planned Development Amendment to the Branson Hills Land Use Regulations, PD 2005-007, to allow Additional Irrigation Wells.**
Project No. 11-5.2 (11-00500002)
Applicant: Rick Huffman

- Mr. Hornickel said the request was to construct two additional wells so the applicant could irrigate his newer developed properties. He will go through the PD at the meeting and give them a more in-depth explanation.
- He handed out updated copies of the pertinent portion of the PD with requested changes and the revised resolution for the commissioners.
- He said the update included two additional conditions to the resolution for further clarification.
- Commissioner Loyd asked if the properties were within Public Water District #3 or the city's water service area. Mr. Hornickel said they were located within PWD #3. Mr. Lawson added the water would be used only for irrigation.

OTHER BUSINESS

- Mr. Lawson asked Commissioner Davis to update the group on the status of the Community Plan 2030.
- Commissioner Davis said progress was stalled at the council level. He said they were going through it line by line, ensuring accuracy and consistency.
- Mr. Lawson said the Cantwell Hills Neighborhood will be hosting a potluck picnic at Cantwell Park on September 29th at 6:00 p.m.
- Mr. Lawson said Empire District was in the process of their 4-year tree trimming/removal project. Mr. Hornickel referenced former Commissioner June Hartley, saying she had emotional attachment to the trees her husband had planted years ago, but she reluctantly agreed to have some of them either trimmed or removed.
- Mr. Lawson said the public will have another chance to give its input on what to do with the old school located on College Street and Sixth Street that was purchased by the city. This second opportunity will be this coming Thursday, September 8th, at 7:00 p.m.

ADJOURNMENT

Motion by Commissioner Best and seconded by Commissioner Davis, and unanimously carried to adjourn the meeting at 7:26 p.m.

Clark Harris, Chairperson — Date: 11-1-11

Joel Hornickel, Sr. Planner — Date: 11/2/11

PLANNING AND ZONING COMMISSION

September 6, 2011
7:30 pm
Council Chambers

ROLL CALL

Commissioners Present:	Best, Burney, Davis, Huddleston, Loyd, Wescott, Woolery, Vice-Chairperson Romine and Chairperson Harris	
Commissioners Absent:	McDowell	
Staff Present:	Jim Lawson	Director of Planning and Development
	Joel Hornickel	Senior Planner
	William Duston	City Attorney
	Mike Ray	Utilities Director
	Kendall Powell	Utilities Plans Reviewer
	Sonja Paden	Office Assistant II

1. **Approve Agenda.**
   Recommended Action: Approve the format of the September 6, 2011 agenda.

MOTION:
Motion by Commissioner Best and seconded by Commissioner Woolery, and unanimously carried to approve the format of the September 6, 2011 agenda.

PUBLIC COMMENTS

None.

REGULAR AGENDA ITEMS

2. **Approve Minutes.**

   Recommended Action:
   A) Approve the minutes of the August 2, 2011 study session;
   B) Approve the minutes of the August 2, 2011 regular meeting.

MOTION:
Motion by Commissioner Davis and seconded by Vice-Chairperson Romine and unanimously carried to approve the minutes of the August 2, 2011 Planning and Zoning Commission study session and the August 2, 2011 Planning and Zoning Commission regular meeting as presented.

OLD BUSINESS

3. **Request for a Municipal Code Amendment to Appendix A, Sections 400.040, 405.030, 405.040 and 410.040 Pertaining to Uses Permitted and Special Uses.**
Project No. 11-12.1 (11-01200001)
Applicant: City of Branson

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

Chairperson Harris asked if future applicants for a Special Use Permit to display their wares would provide their parking numbers and be allowed to utilize only the spaces they have in excess of their required amount.

Mr. Hornickel stated a parking review would be part of the staff's review process and report.

Chairperson Harris asked if the larger businesses typically have more parking than what is required.

Mr. Hornickel stated they typically did because they based their parking off of their ten busiest days of the year, thus leading to an excess amount.

Mr. Lawson added there were not many developments similar to the older Wal-Marts, as many were now within Planned Developments. He stated only a handful of businesses would meet the requirements necessary to pursue a Special Use Permit.

Chairperson Harris asked if the Planned Developments would be covered by this change, as they were not C commercial districts.

Mr. Hornickel stated they would not.

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

Commissioner Loyd asked how the proposed code changes would affect the business with manikins out front.

Mr. Hornickel stated that particular business would be able to display their wares only within ten feet of their building frontage, as they did not have fifty feet available to them within their parking area. He added they could display their wares near their building only if that much space was actually available.

Mr. Lawson stated the business also had the same manikins in their windows; therefore, this ordinance would remove the ones along the road.

Commissioner Wescott asked if the property line and the right-of-way referred to the same thing.

Mr. Hornickel stated they did.

Commissioner Davis asked how the three-foot minimum had been determined and whether or not it would be wide enough for wheelchair-bound folks.

Mr. Hornickel stated the distance had been derived from ADA requirements.

Commissioner Best asked how the proposed change would pertain to sidewalk sales.

Mr. Lawson stated they would still be able to occur, as they were typically Special Events or occurred downtown.

Chairperson Harris asked if the downtown would be affected by this ordinance change.

Mr. Hornickel stated it would not as they were their own zoning district, D downtown.

Chairperson Harris asked if there was anyone present who wished to speak in regards to the item.

Mr. Bob Huels approached and stated he had missed the previous meeting when the newest changes were added. He stated everything had been great and he would have not come had he not accidentally seen the addition. He asked how anyone could consider the display of wares as a planning and zoning use. He stated he was not against the rules being created, but he was against putting them in planning and zoning uses. He stated they partially belonged in the sign ordinance and also in the nuisance ordinance. He added many terms were being added that did not include definitions. He stated the intent for the changes was correct. He stated the grandfather clause may also cause issues with existing businesses and their displays.

Mr. Lawson stated staff had been trying to deal with whirligigs in the sign code and it did not make any sense. He stated there would not be a grandfather clause with this particular ordinance because the items were temporary uses, as they go up and come down several times a year.

Commissioner Best asked what the process had been from when there had been agreement to not having agreement. She added she had missed a meeting during that time also.

Mr. Hornickel stated the first time the item was presented, it was for discussion and the display of wares had not been included. He stated due to delays for both ordinance changes, staff felt it would be less confusing and more efficient to bring both items forward together, since they were within the same section.

Mr. Lawson stated the Board had reviewed the intent of the wares ordinance and had recommended for it to then go before the Planning and Zoning Commission. He added the timing was such that it came at the same time as the Special Use changes.

Chairperson Harris asked if there was anyone else present who wished to speak in regards to the item.

Mr. Mark Weisz approached and stated he recalled during the previous meeting discussions to shorten the distance to something less than fifty feet for the display of wares under a Special Use Permit. He stated several businesses could be negatively affected by this change. He stated he was specifically worried about P. Graham Dunn's and Dickens Gift Shoppe.

Mr. Hornickel stated the distance had been proposed as one hundred fifty feet and had now been shortened to fifty feet based on the discussion at the previous meeting. He added it had also been discussed to base the distance on a minimum from the right-or-way or as a percentage of someone's overall property. He stated staff could not make either work without being confusing. He added P. Graham Dunn was located within a PD so it would not be affected by this ordinance change. He also stated staff had been working with Dickens to keep their wares closer to their building and they had been complying, as seen in a photograph within the presentation.

Mr. Weisz thanked Mr. Hornickel for his response. He added Mr. Dickens' sales had been greatly affected by the Code Enforcement Officers.

Commissioner Davis stated he believed the intent and spirit of the ordinance change met the visitors' and citizens' sense of place they wanted created. He stated it was also consistent with the long-range goals of the Board of Aldermen and they needed to move it along.

Commissioner Best asked how it would affect an open-air, farmers' market.

Mr. Hornickel stated there had been extensive discussion regarding farmers' markets at the previous meeting, as well as the nursery across from the Auto Museum. He stated the nursery should have applied for a Special Use Permit prior to operating since it was not a listed use in our codes. He added farmers' markets were allowed as long as they had permission from that property's owner.

Mr. Duston stated any farmer was allowed to sell their own produce as long as it was from their own farm.

Mr. Lawson stated if someone wanted to have a farmers' market, they could do a Planned Development which would allow mixed uses and special uses. They would then additionally be able to lock it down to a specific area within their development forever.

Commissioner Davis stated Aldermen Bohinc had extensive study of farmers' markets and her definition allowed farmers to bring their own produce in for only a couple hours as a nonbusiness activity. He added one would be welcome and a location needed to be found. He stated one used to be held at the campground shelter and another by the Christian Church. He encouraged Commissioner Best to meet with Aldermen Bohinc, if she had any thoughts to share.

Chairperson Harris asked if there was anyone else present who wished to speak in regards to the item; there was no response. He then asked again if there were any further comments or questions by the Commissioners.

Commissioner Westcott stated he still had some concern with passing the ordinance because Mr. Huels brought up some good points. He agreed in just looking at the ordinance, it did not appear to fit within the list of other uses.

Mr. Hornickel stated a telecommunication tower was also listed as a Special Use and had similar guidelines for its location as what was being proposed for the display of wares. He added the similarities made staff more comfortable with the decision.

Commissioner Westcott stated he was still concerned because he agreed someone would need to review the proposed locations, but did not know whether it needed to be the Planning and Zoning Commission or someone else.

Mr. Lawson stated businesses would automatically be allowed to display their wares only within ten feet of their building. He added if someone wanted to display anything within a parking area, they would have to be given permission by the Planning Commission to do it at all. He stated it would not be a use by right.

Commissioner Davis stated they would be managing the parking lot and not the manikins with a Special Use. He added he felt it did not belong anywhere else in the codebook, and staff placed it correctly.

Commissioner Huddleston stated he tended to agree with some of the comments shared by Mr. Huels and Mr. Weisz. He stated during the Study Session there had been discussion about the arbitrary easement lines for electric service allowing those companies to remove anything within their easements and how that upset a few people. He stated they were now doing the same with another arbitrary distance and it may be examined more moving forward to make sure it was the right distance. He added the change was still a step in the right direction in order to change the appearance of the streetscape. He stated he was comfortable with it, but did not feel it should be the end of its discussion prior to complete adoption.

Chairperson Harris asked again if there were any further comments or questions by the Commissioners; there was no response. He entertained a motion.

<u>MOTION:</u>
Motion by Commissioner Huddleston and seconded by Commissioner Woolery to approve Resolution 11-12.1.

AYES:	Best, Burney, Davis, Huddleston, Loyd, Wescott, Woolery, Vice-Chairperson Romine and Chairperson Harris.
NOES:	None.
ABSTAIN:	None.
ABSENT:	McDowell.

Motion to approve Resolution 11-12.1 carried with a 9-0 vote.

PUBLIC HEARING AGENDA ITEMS

4. **Request for a Planned Development Amendment to the Branson Hills Land Use Regulations, PD 2005-007, to allow Additional Irrigation Wells.**
Project No. 11-5.2 (11-00500002)
Applicant: Rick Huffman

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

Mr. Lawson added at least one of the proposed wells had already been dug.

Chairperson Harris asked if any of the Commissioners had any comments or questions for staff; there was no response. He then asked Mr. Duston if, because the Annexation Agreement had occurred prior to the Planned Development in which the wells then appeared, they would be making a determination affecting only the Planned Development.

Mr. Duston stated the Annexation Agreement had been done in 2003 and allowed for two wells. He stated the Planned Development was then drafted later and, from his point of view, it then enshrined the Annexation Agreement.

Chairperson Harris asked if there was anyone present who wished to speak in regards to the item.

Mr. Rick Huffman approached and stated the two existing wells were deep wells approximately fourteen hundred feet. He stated they were drilled to be commercial wells with twelve inch casings and a couple hundred horse power pumps with the ability to produce enough water for their own water district. He added they were within a formation of rock that was very, very deep and had a lot of water. He stated the two proposed wells would be smaller with six inch casings and ten horsepower pumps. He stated the main reason for their request was because it would be more cost-efficient from an electrical standpoint, as opposed to running pipe under or along the road from their existing pumps. He passed out previous electric bills from the Greens Development that were five thousand dollars each. He stated he had been lobbying the City of Branson for three years to buy Water District Number Three so they could take control of it to provide better rates and service. He added there were already about twenty irrigation wells within the City that were approved in the past.

Mr. Huffman stated was correct.

Chairperson Harris asked what the depths would be for the two new wells.

Mr. Huffman stated they would be about seven hundred feet.

Chairperson Harris asked if those who depend upon private wells outside of the city would be affected by their draw on the same aquifer.

Mr. Huffman stated he did not believe so, as most of them lived at least a mile away. He added they have had their wells running since 2005 and there had been only one year where the water level had gone down. He stated they then worked with the city to cut back their irrigation on the golf course until the aquifer replenished. He added during the same year the city lowered its pump in its well near the RecPlex to limit further issues.

Chairperson Harris asked what the depth of the city's well was at the RecPlex.

Mr. Powell approached and stated it was sixteen hundred feet.

Commissioner Davis asked Mr. Huffman if he knew they needed to amendment the Planned Development before drilling the wells. He also asked how long they had been using the new wells.

Mr. Huffman stated one of the wells had been drilled, but never used. He stated the other one had been pumped on during the summer. He added they were made aware they needed to make a Planned Development Amendment in order to have additional wells by the city.

Chairperson Harris asked whose responsibility it was to maintain the trees and irrigation along Branson Hills Parkway.

Mr. Huffman stated the trees belonged to the city because, when they built Branson Hills Parkway, they had donated them to the city along with the lighting, irrigation, utilities and land for the RecPlex. He added they also mowed the right-of-way areas free for the city. He stated seventy-five percent of the irrigation water was the city's as it comes out of its well. He added the city has control of the time clock for the system at the RecPlex.

Chairperson Harris asked if any of the other Commissioners had any other questions for the applicant.

Commissioner Loyd asked who owned the two existing, deep wells.

Mr. Huffman stated they were owned by the golf course.

Commissioner Loyd asked if their drinking water came from Water District Number Three.

Mr. Huffman stated it did.

Mr. Hornickel added staff had been contacted by Mr. Gus Kontoleon of Lot Sixty-Two and was solely interested in who would be responsible for paying for the new wells.

Mr. Huffman stated the electric for the well located at the Greens would be paid for by the Greens and the other would be paid for by the Master Association.

Chairperson Harris asked if any of the other Commissioners had any other questions for the applicant.

Commissioner Davis asked who was running the irrigation system at the RecPlex for the land along Branson Hills Parkway.

Mr. Powell stated they were not sure who was running the system.

Mr. Huffman stated it was someone under Cindy Shook in the Parks Department.

Chairperson Harris asked if there was anyone else present who wished to speak in regards to the item; there was no response. He then asked if there were any further comments or questions by the Commissioners.

Mr. Duston stated the Commission had the authority on zoning issues to make recommendations to the Board of Aldermen. He stated they could recommend four wells be allowed instead of two within the Planned Development. He added the Commission does not have the authority to make any decisions in regards to Chapter 90 of the Branson Municipal Code for utilities which states no wells shall be allowed within the city limits. He stated their recommendation would be for staff to review their decision to ensure no conflicts with Chapter 90.

Commissioner Davis asked if they had any commitment within their organization to encourage ground water recharge from storm water to help offset their impact on the aquifer.

Mr. Huffman stated they did through the design of the entire development by taking advantage of the storm water runoff. He stated sixty-five percent of the runoff was directed toward detention areas that had pumps in them to send the water back as irrigation.

Commissioner Huddleston thanked Mr. Huffman for his numbers right off the bat. He stated he had concerns the sizing they mentioned would not be what was actually needed and thus used. He added he was concerned there were no comments provided from the Engineering Department.

Mr. Huffman stated DNR has many regulations and a rigorous process that must be gone through in order to be given approval for any well providing over seventy-five gallons per minute. He stated any wells providing less than seventy-five gallons per minute still required a permit, but did not require as much of the process.

Mr. Powell stated the small wells would be considered domestic wells with DNR, meaning they would be seventy gallons per minute or less. He added the two larger wells for the golf course were considered bedrock irrigation wells which were seventy gallons per minute or larger and could be used for human consumption. He stated the well at the Greens had been rated for fifty-six gallons per minute. He confirmed it was an issue addressed by DNR and outside of the city's control for sizing.

Chairperson Harris asked again if there were any further comments or questions by the Commissioners; there was no response. He entertained a motion.

MOTION:
Motion by Commissioner Davis and seconded by Vice-Chairperson Romine to approve Resolution 11-5.2.

AYES:	Best, Burney, Davis, Huddleston, Loyd, Wescott, Woolery, Vice-Chairperson Romine and Chairperson Harris.
NOES:	None.
ABSTAIN:	None.
ABSENT:	McDowell.

Motion to approve Resolution 11-5.2 passed with a 9-0 vote.

COMMISSIONER & STAFF REPORTS

Mr. Hornickel stated on Thursday, September 8th at 7:00 pm there would be a second tour at the old school property at the intersection of College and Sixth Streets for those who were unable to join the first tour. He added on Thursday, September 29th at 6:00 pm the Cantwell Hills Neighborhood Organization would be having the Kick-Off Picnic at Cantwell Park.

ADJOURNMENT

Motion by Commissioner Best and seconded by Commissioner Wescott, and unanimously carried to adjourn the meeting at 8:47 pm.

Clark Harris, Chairperson — Date: 11-1-11

Joel Hornickel, Senior Planner — Date: 11/2/11

M I N U T E S

BUDGET & FINANCE COMMITTEE
CITY OF BRANSON, MISSOURI
September 22, 2011

1) Call to Order

The regularly scheduled meeting of the Budget & Finance Committee met in the Municipal Courtroom of City Hall, Thursday, September 22, 2011 at 10:00 a.m. The meeting was called to order by Mayor Raeanne Presley.

2) Roll Call

Committee Members present were Mayor Raeanne Presley, City Administrator Dean Kruithof, Alderman Mike Booth, Alderman Dr. Rick Davis, and David Strong.
Absent was Bill Jones.

Also present: Lori Helle, Jamie Rouch, Carl Garrett, Bill Derbins, Bill Tirone, Jeff Scott, and Nancy Haskin.

3) Discussion of Convention Center August 2011 financials.

Bill Derbins reported that natural gas is now hooked up at the Convention Center, and everything is metered. The contractor awarded the bid to stain the outside wood and clean the windows should hopefully complete the job by the middle of October. The escalator cleaner is here and cleaning the escalators. This was great news for the committee.

Bill informed the committee that they are in the process of finalizing a booking contract for a large gymnastics event from Florida for March of 2013. The rest of the year is still looking good with room to add more bookings, particularly in November. They are at 262 event days now, and the 2010 final event days count was 261. The Convention Center will be hosting the Missouri Municipal League (MML) convention in 2012, and this will be a huge opportunity to "shine". Bill shared that for the first time in his career, when he attended a post meeting after an event, they handed him a signed contract for the next year. Mid-America Cable was so pleased with the facility and the service received at the Convention Center, they didn't have to be sold on returning another year. Congratulations!

A short discussion was held regarding capital expenses for the Center. In October they are going to sand blast the outside of the elevator by the walking bridge. The big expense will be in re-carpeting when it is needed, which has been estimated to be $1 – 1.5 million if done all at one time. Bill stated they constantly stay on top of spills, and shampoo it often to keep it looking good. Another major expense at some time will be the air walls. However, there are capital funds set up for these items.

4) Regular Reports:

A. Minutes

Rick Davis moved to accept the minutes of the 8-25-11 meeting as presented. This was seconded by Mike Booth. Motion carried.

B. Monthly Sales & Tourism Tax Reports

Carl Garrett gave a short overview of the monthly sales and tourism tax reports. Sales tax for September, representing July sales, was up 1.2% for the month and up .8% year to date. More and more of the tax revenue is being generated in the TIF areas.

Tourism tax received in August was down 4.6%, and down 4.0% year to date. August tourism tax represents July sales.

M I N U T E S

BUDGET & FINANCE COMMITTEE
CITY OF BRANSON, MISSOURI
September 22, 2011

C. Presentation & Discussion of Monthly Financial Reports – August 2011

Lori Helle presented the August 2011 financials, stating General Fund revenue is up overall, but Courts is still showing a decline. Lori explained that Court revenue should never be considered as a revenue source, as it is the penalty portion of the legal system.

Parks and Rec are down in revenue and up in expenditures due to the flood. At this time, FEMA is not funding as much money as had been previously expected. Water and Sewer Fund is showing an increase in revenue, mainly due to Tri-States now collecting sewer bills that had been previously hard to recover.

5) Review of Disbursements & Approval of Disbursements $50,000 and over. (August 19, 2011 (2); August 24, 2011; August 31, 2011 (3); September 01, 2011; September 06, 2011; September 08, 2011; and September 14, 2011).

Disbursements were acknowledged as presented. Mike Booth moved to accept the disbursements, seconded by Rick Davis. Motion passed.

6) Discussion of State Bid vs. Going Out to Bid.

A discussion was held regarding going with the state bid versus the City going out to bid themselves. Our purchasing process always checks the state bid, but generally the state bid is very generic, and does not contain the specifics required by the City.

7) Finance Director's Report.

Lori informed the committee of a very time sensitive issue regarding the refinancing of the 2003A bonds. Piper-Jaffray, working with Rick McConnell of Gilmore Bell, have researched this and found that it is possible to do what is called a one-time "advance refunding" and take advantage of low interest rates at this time. The City is currently paying 5.4% interest on this bond issue, and it is thought the average rate on the new issue would be approximately 4.5%. The timing of this action is critical since it must go before the Missouri Development Finance Board (MDFB) at their October 4th meeting in order to take advantage of the current market and lock in the savings. The committee acknowledged the bond refinancing and it will go before the Board at the September 22nd Study Session.

8) Adjourn

The meeting adjourned on a motion by Dean Kruithof, seconded by David Strong. Motion carried. The next regular meeting will be held Thursday, October 27, 2011 in the Courtroom of City Hall.

M I N U T E S

BUDGET & FINANCE COMMITTEE and BOARD OF ALDERMEN
CITY OF BRANSON, MISSOURI
October 18, 2011

1) Call to Order

A special meeting of the Budget & Finance Committee and the Board of Aldermen met in the Municipal Courtroom of City Hall, Tuesday, October 18, 2011 at 6:30 p.m. The meeting was called to order by Mayor Raeanne Presley.

2) Roll Call

Committee Members present were Mayor Raeanne Presley, City Administrator Dean Kruithof, Alderman Mike Booth, Alderman Dr. Rick Davis, and Bill Jones.
Absent was David Strong.

Also present: Finance & Personnel Director Lori Helle, Assistant Finance Director Jamie Rouch, Alderman Rick Todd, Alderman Bob Simmons, Alderman Pat Parnell, Alderwoman Cris Bohinc, City Clerk Lisa Westfall, Director Cindy Shook, Director David Miller, Director DJ Cline, Director Mike Ray, Police Chief Kent Crutcher, Fire Chief Ted Martin, Deputy Personnel Officer Kelli Fleck, and Nancy Haskin.

3) Presentation and Discussion of Proposed 2012 Budget

City Administrator Dean Kruithof and Finance and Personnel Director Lori Helle presented the Proposed 2012 budget to the committee and Board. A power point presentation highlighted the revenue and expenditure assumptions, other fund expenditure assumptions for 2012, and personnel assumptions. Discussions were held on individual items in each area. Dean and Lori also covered capital, TIF payments, and unresolved issues still to be determined. A great deal of discussion was held on health insurance premiums, health and wellness, and the airport.

As this was the first presentation, it was determined that there needs to be another date found to continue budget discussions. This meeting needs to take place in the next two weeks, as the public hearing is scheduled for November 22, 2011, with publication set for November 5, 2011.

4) Adjourn

The meeting adjourned on a motion by Dean Kruithof, seconded Mike Booth at 9:45 p.m. Motion carried. The next regular meeting of the Finance Committee will be held Thursday, October 27, 2011 in the Courtroom of City Hall.

TREE BOARD MEETING
September 7, 2011

12:30 p.m.
Planning & Development Conference Room

ROLL CALL

Members Present:	Vice-Chairperson Haston	
	Board Member Harris	
	Board Member Kinel	
Members Absent:	Board Member Wolfe	
	Chairperson Olson	
Staff Present:	Tara Norback	Planning Assistant
	Joel Hornickel	Senior Planner
	Keith Francis	Assistant Director Public Works
Others Present:	None	

3. Approve Minutes.

The Board reviewed the minutes from the July 7th meeting. Board Member Harris mentioned it should state Vice Chair instead of Co-Chair. Miss Norback said she meant vice chair and would make the change.

Motion:
Motion by Board Member Harris and seconded by Board Member Kinel and unanimously carried to approve the July 7th Tree Board meeting minutes.

DISCUSSION

4. Update regarding ongoing projects.

Vice-Chairperson Haston asked Miss Norback about updates on projects. Miss Norback notified the board that the TRIM grant had been approved for trimming and removals at Lakeside Forest as well as plantings at the entrance of the park. She explained that staff would like to do a walk through with Hansen's and Vice-Chairperson Haston before the leaves begin to fall in order to mark which trees needed to be removed. Mr. Hornickel expressed staffs excitement regarding the project as it will enhance the work the boy scouts have already done.

Board Member Harris asked if the trees along the bluff could be removed to make it look the way it had originally. Miss Norback said that she had spoken with Hansen's regarding the bluff trees and that if there was additional time and funds that she would like those removed but felt that the hazardous trees needed priority.

Vice-Chairperson Haston asked if there was a way that preventative maintenance could be done on some trees instead of just trimming and removal. Miss Norback stated that the grant was for trimming and removal only, but would ask if it could be included. She suggested to have a pre-

walk through with the tree board to assess the trees before Hansen's revisited the site. The pre-walk through is scheduled for September 21, 2011 at 10:00am at Lakeside Forest.

Arborfest planting has been scheduled for October 14, 2011 at 11am to plant 3 trees at the Cahill trail behind Skaggs Hospital. The tree pest clinic has been scheduled for October 24, 2011 from 9am until noon at the RecPlex on the patio. Discount tree coupons will again be available this year and will be at the clinic as well.

5. Fall Creek Road Project.

Miss Norback discussed that planting on the new Fall Creek Road extension was the original plan for the TRIM Grant but the right-of-way was not a large as they originally thought. She did speak with David Miller, City Engineer, to discuss the possibility of an easement. Mr. Miller told her that the City did own the west side of the road where the large cliff is located. Therefore, planting vines would be allowed. Additionally, there are a couple of slope easements on the south side of the extension that trees could be planted in. In order to get plantings all along the road, easements would have to be obtained from the property owners but this process may take some time to complete. The Board discussed options of vine and tree plantings. The trees included, cedars, redbuds, post oak and sycamore. Mr. Francis said that he would be able to obtain dirt and place it at the bottom of the cliff for plantings. Miss Norback stated that she spoke with Roger Hunzeker about Empire dumping their shredded material at Lakeside Forest. Vice-Chairperson Haston suggested that a think layer of the mulch be placed first and then a thick layer of dirt. The Board decided to have 6-8 trees planted this year. Miss Norback and Mr. Francis will work together to complete the project in October.

6. Arbor Day 2012.

Miss Norback stated that Mr. Hornickel had been working with the Thompson addition on a neighborhood plan. It was staffs idea to have Nygard Park as a project for Arbor Day and a re-opening of the park for the neighborhood. She explained that Public Works would remove the existing fencing and crape myrtles would be planted along the south side since there was an elevation change. Also, Empire wanted to remove a couple of pines on the property, they may be willing to donate a couple of trees or be involved in a tree give-a-way that day as well. Staff was looking into many options. Board Member Harris thought it was a great idea. Vice-Chairperson Haston also thought it was a great idea and that Arbor Day isn't just about planting trees.

7. Discussion of the policy for use of the Tree Fund.

Miss Norback presented the proposed Tree Fund Policy. She stated that the Finance Department reviewed it and gave her many suggestions. Board Member Harris made a few changes and handed out a copy of his suggestions. In the Purpose, he modified it to say instead of "~~To manage t~~The Tree Fund ~~as~~ is intended ~~by ensuring it is utilized~~ to assist the community in establishing, maintaining and replacing trees and other vegetation within public lands as well as the acquisition of green space, parks and other natural forested land for preservation as stated within the Branson Municipal Code". Under Objective the sentence was "To establish a process of accountability when available tree funds are utilized to educate and beautify the City of Branson". He rewrote it to say, "To utilize available tree funds for the beautification of the City of Branson and to implement educational programs lending to an improved urban forest."

Mr. Hornickel stated that the overall intent would be to help protect the funds that exist as many budgets have been significantly reduce and to create a staff report, as is done for the Planning & Zoning Commission, when proposed expenditures are presented.

Vice-Chairperson Haston asked what would the procedure be if a non-profit group approach the Board of staff if they had the labor available but didn't have the money to purchase trees? Board Member Kinel stated that what would most likely happen is the group approach staff and staff would then direct them to available city projects.

Miss Norback said that she would look into it and if changes would need to occur to the tree fund policy then an amendment could be made to what was being approved.

Motion:
Motion by Board Member Harris and seconded by Board Member Kinel to accept the Tree Fund Policy as amended.

AYES:	Vice-Chairperson Haston, Harris, Kinel.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Wolfe, Olson.

Motion to adopt Tree Fund Policy passed with a 3-0 vote

8. Budgets for Projects.

Miss Norback discussed the need for three (3) trees to be planted for Arborfest on the Cahill Trail. The trees will be low-branched Gingko's at approximately $85 per tree.

Miss Norback expressed the need to trim the downtown trees which would cost roughly $9,000. She has already received two (2) complaints on the trees. Mr. Francis said that the trimming was not in his budget this year and it may not be for next year as other budgets have been reduced. Vice-Chairperson Haston expressed his concern that as budgets decrease that the care of trees will be reduced as well. Miss Norback expressed the same concern. Mr. Hornickel was asked what the timeline was for beginning the downtown renovation project. He stated that if everything went smoothly, a request for a consultant would be in the 2012 budget and the project would begin in 2013 and it would be a 3-5 year project. Board Member Harris stated that he thought that trimming the trees is a very valid use of the funds. Miss Norback asked Vice-Chairperson Haston if he would still be available to guide the tree trimmers to assure the trees would last until the plan was completed. He said he would be willing to assist. Mr. Francis said that his crews and bucket truck would not be able to reach most of the trees as they are too large for the equipment. He said that once tourist season ends and some other projects have been completed they would be able to work on some trees to possibly reduce the expense from Hansen's.

Miss Norback withdrew the request for Arbor Day 2012 expenditure until a plan has been finalized.

Motion:
Motion by Board Member Harris and seconded by Board Member Kinel to recommend a maximum of $9,000 expenditure for trimming of downtown trees.

AYES:	Vice-Chairperson Haston, Harris, Kinel.
NOES:	None.
ABSTAIN:	None.

ABSENT: Wolfe, Olson.

Motion to recommend approval of expenditure passed with a 3-0 vote.

Motion:
Motion by Board Member Harris and seconded by Board Member Kinel to recommend a maximum of $350 expenditure for purchasing ArborFest trees.
AYES: Vice-Chairperson Haston, Harris, Kinel.
NOES: None.
ABSTAIN: None.
ABSENT: Wolfe, Olson.

Motion to recommend approval of expenditure passed with a 3-0 vote.

9. Request for other items to be placed on the agenda.

Vice-Chairperson Haston asked if there were any items to be placed on the next agenda. Miss Norback requested to add the Branson Hills Parkway Trees as a discussion item. She explained that there had been some discussion as to who should be maintaining the trees, HCW or the City. Mr. Hornickel added that there was some work that needed to be done by our attorney and from there an attorney needs to recognize the language in a document to determine who maintains the trees. Miss Norback said that she thought an assessment of what is there would be a good idea. Board Member Kinel thought that it might be a good idea to at least remove what is dead until maintenance could be determined. Vice-Chairperson Haston volunteered to help to the assessment.

Board Member Kinel asked if we had thought any more about the beautification program that the Blossoms of Branson had started. Miss Norback discussed that there was a program called America in Bloom that she was looking into but didn't have enough information at this time but she could discuss it at the next meeting. She did mention that it was a national program and the judging was not done by the community.

ADJOURNMENT

Motion by Board Member Harris and seconded by Board Member Kinel, and unanimously carried to adjourn the meeting at 2:35 p.m.

Kenton Olson, Chairperson — Date 11/2/11

Tara Norback, Planning Assistant — Date 11/2/11

TREE BOARD MEETING
September 21, 2011

10:00 a.m.
Lakeside Forest Wilderness Area – Parking Lot

ROLL CALL

Members Present:	Chairperson Olson	
	Vice-Chairperson Haston	
	Board Member Harris	
	Board Member Kinel	
Members Absent:	Board Member Wolfe	
Staff Present:	Tara Norback	Planning Assistant
	Joel Hornickel	Senior Planner
	Keith Francis	Assistant Director Public Works
	Roger Hunzeker	Parks & Recreation
Others Present:	None	

DISCUSSION

3. Tree Fund Expenditure Report.

Miss Norback informed the Tree Board that she would like to purchase two (2) dozen additional water bags for upcoming projects. The bags she does have will be used at the round-a-bout but with the Fall Creek Road Extension plantings, the Lakeside Forest entrance and various other projects, the bags would be needed.

Motion:
The motion by Vice-Chairperson Haston and seconded by Board Member Harris to approve the expenditure for purchasing two (2) dozen water bags.

Ayes:	Chairperson Olson, Vice-Chairperson Haston, Harris, Kinel
Noes:	None.
Abstain:	None.
Absent:	Wolfe.

4. Walk Through of Trimming and Removals

The Board walked through the picnic area, the path to the Owen's property and determined which trees needed trimming and which ones needed to be removed. At a later date, Joel Hornickel and Tara Norback will meet with Hansen's to review the project prior to their start date.

ADJOURNMENT

Motion by Board Member Harris and seconded by Board Member Haston, and unanimously carried to adjourn the meeting at 11:19 a.m.

Kenton Olson, Chairperson

11/3/11
Date

Tara Norback, Planning Assistant

11/2/11
Date

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT:	**PRESENTATION OF PETITION FOR CONSENT OF ANNEXATION OF 229 STILLWOOD DRIVE AND COMMON GROUND WITHIN STILLWOOD SUBDIVSION, BRANSON, MISSOURI**
DATE:	**NOVEMBER 7, 2011**
INITIATED BY:	**PLANNING & DEVELOPMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend accepting the petition as required by MO Statute.

STAFF REPORT:

A petition for annexation has been received from Stillwood LLC for the property located at 229 Stillwood Drive and the common ground within Stillwood Subdivision. The properties contain approximately 10.03 acres more or less. Staff has reviewed the file and determined that these properties are contiguous with existing City limits. The Public Hearing for this petition has been scheduled for November 22, 2011. It is a statutory requirement that the Public Hearing cannot take place sooner than 14 days after the petition is presented to the Board of Aldermen. People wishing to speak regarding the petition can do so at the Public Hearing. The final reading of this petition has been scheduled for December 13, 2011.

In total, this request will be joined with fourteen other requests comprising of the area known as the Stillwood Subdivision. These properties are currently located in the county, but are a part of a larger island within the city's limits that have not had the opportunity to annex as they were never contiguous. This request will create the necessary connection to allow those additional properties to pursue annexation.

STAFF RECOMMENDATION:

Staff recommends accepting the petition.

PROPOSED MOTION:

Acknowledged receipt of petition under the consent agenda.

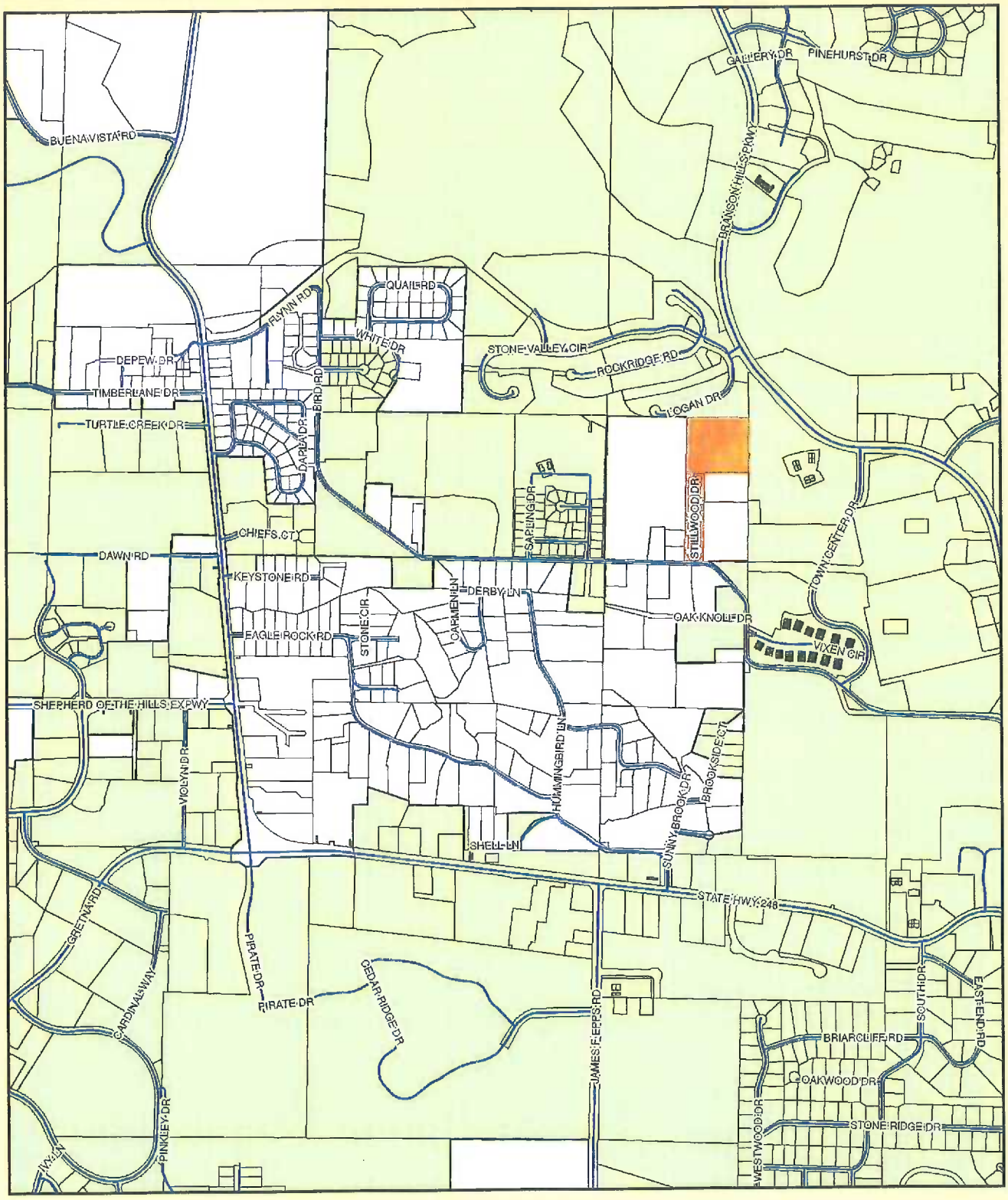
FINANCIAL REVIEW:

ATTACHED INFORMATION: 1) Vicinity Maps

VICINITY MAP
Stillwood Subdivision
City of Branson, Missouri

City of Branson, Taney County, Missouri
Planning and Development Dept.
November 2011

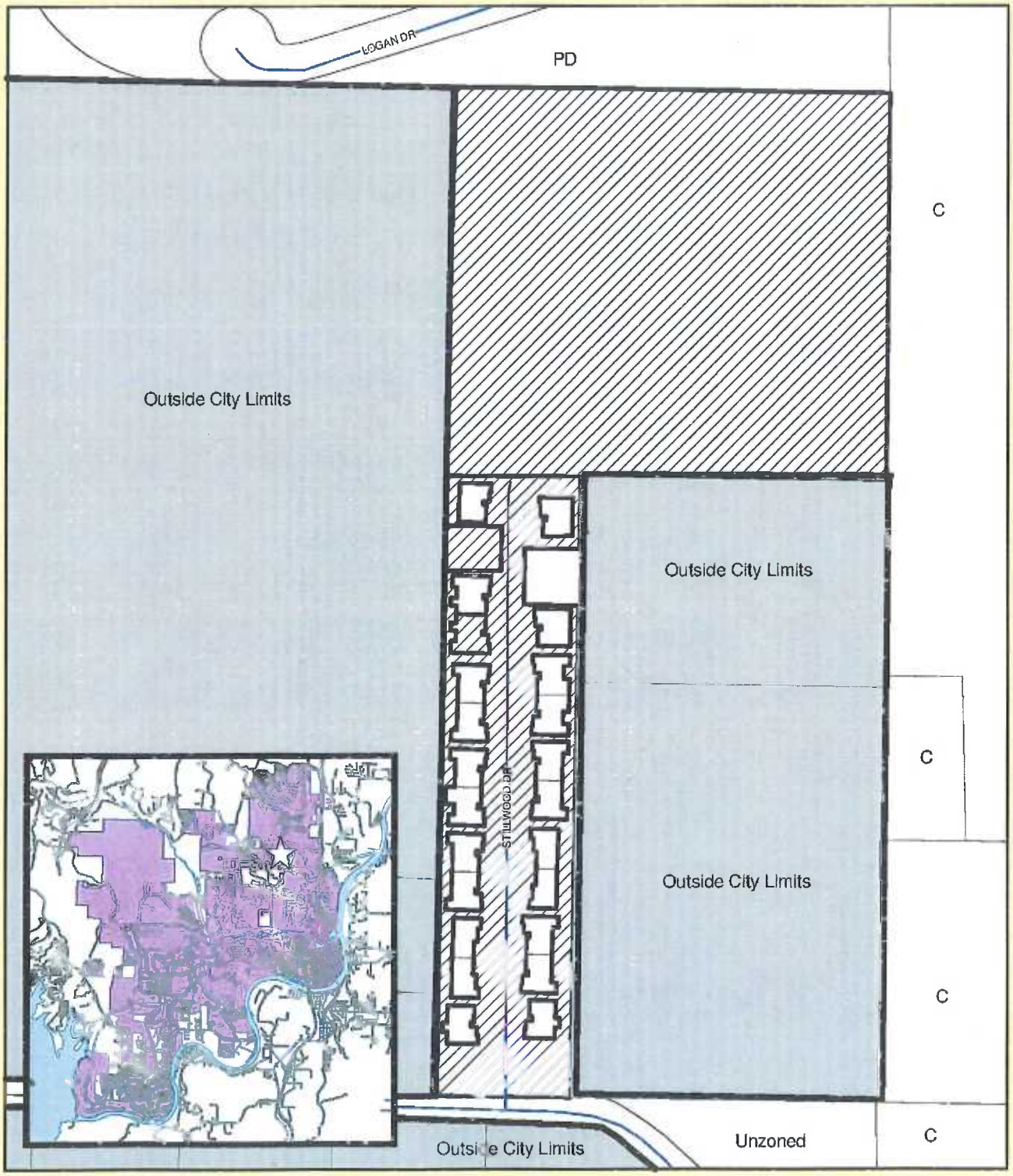
0 40 Feet



VICINITY MAP
229 Stillwood & Common Ground
City of Branson, Missouri

City of Branson, Taney County, Missouri
Planning and Development Dept.
October 2011

0 2.25 50 75 100 Feet



Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **PRESENTATION OF PETITION FOR CONSENT OF ANNEXATION OF 131, 133 AND 158 STILLWOOD DRIVE, BRANSON, MISSOURI**

DATE: **NOVEMBER 7, 2011**

INITIATED BY: **PLANNING & DEVELOPMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend accepting the petition as required by MO Statute.

STAFF REPORT:

A petition for annexation has been received from Stillwood LLC for the properties located at 131, 133 and 158 Stillwood Drive. Staff has reviewed the file and determined that these properties are contiguous with existing City limits. The Public Hearing for this petition has been scheduled for November 22, 2011. It is a statutory requirement that the Public Hearing cannot take place sooner than 14 days after the petition is presented to the Board of Aldermen. People wishing to speak regarding the petition can do so at the Public Hearing. The final reading of this petition has been scheduled for December 13, 2011.

STAFF RECOMMENDATION:

Staff recommends accepting the petition.

PROPOSED MOTION:

Acknowledged receipt of petition under the Consent Agenda

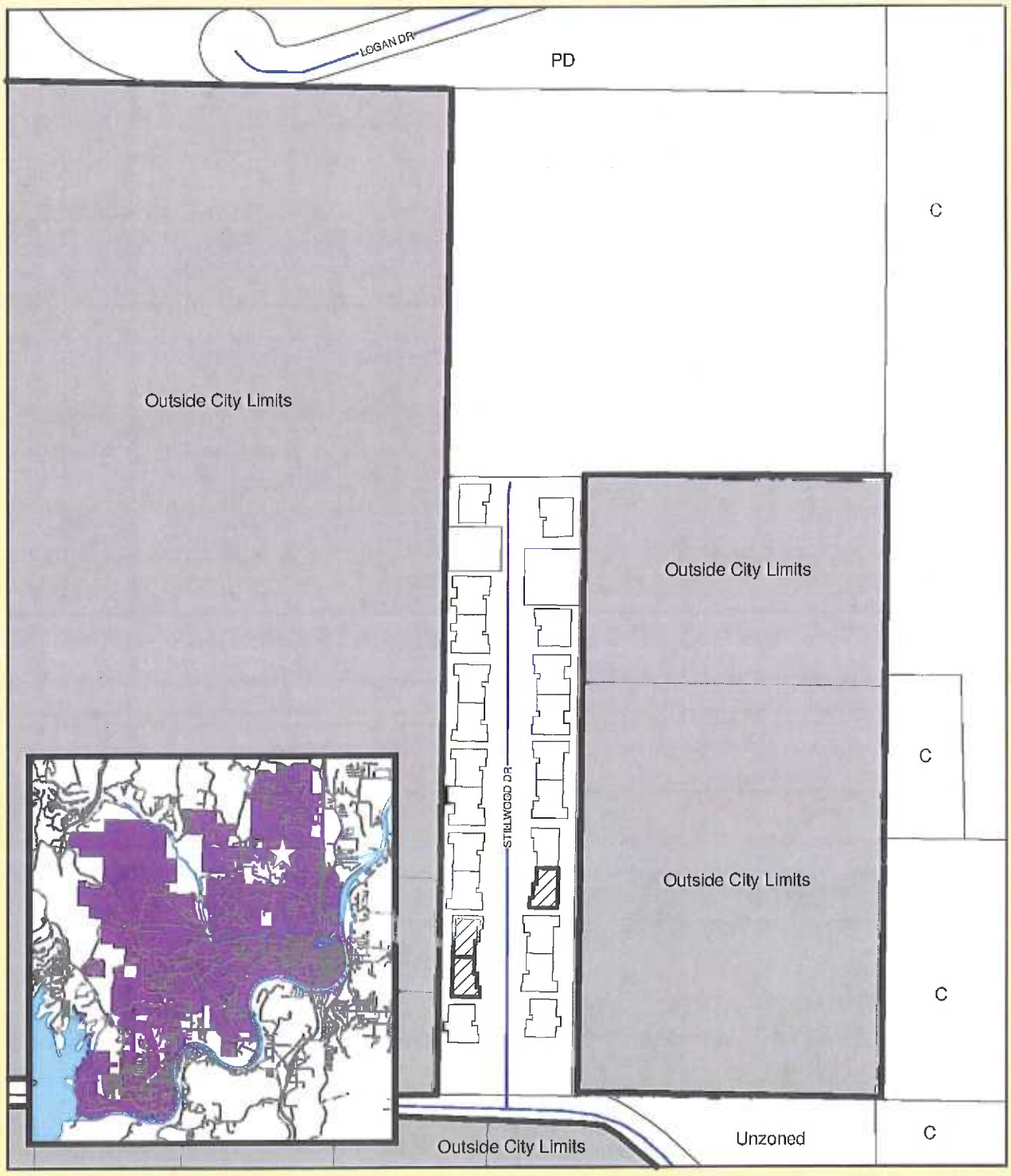
FINANCIAL REVIEW:

ATTACHED INFORMATION: 1) Vicinity Map

VICINITY MAP
131, 133 & 158 Stillwood
City of Branson, Missouri

City of Branson, Taney County, Missouri
Planning and Development Dept.
October 2011

0 2.85 50 75 100 Feet



Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT:	**PRESENTATION OF PETITION FOR CONSENT OF ANNEXTION OF 128 STILLWOOD DRIVE, BRANSON, MISSOURI**
DATE:	**NOVEMBER 7, 2011**
INITIATED BY:	**PLANNING & DEVELOPMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend accepting the petition as required by MO Statute.

STAFF REPORT:

A petition for annexation has been received from Colleen McConachie for the property located at 128 Stillwood Drive. Staff has reviewed the file and determined that these properties are contiguous with existing City limits. The Public Hearing for this petition has been scheduled for November 22, 2011. It is a statutory requirement that the Public Hearing cannot take place sooner than 14 days after the petition is presented to the Board of Aldermen. People wishing to speak regarding the petition can do so at the Public Hearing. The final reading of this petition has been scheduled for December 13, 2011.

STAFF RECOMMENDATION:

Staff recommends accepting the petition.

PROPOSED MOTION:

Acknowledged receipt of petition under the consent agenda

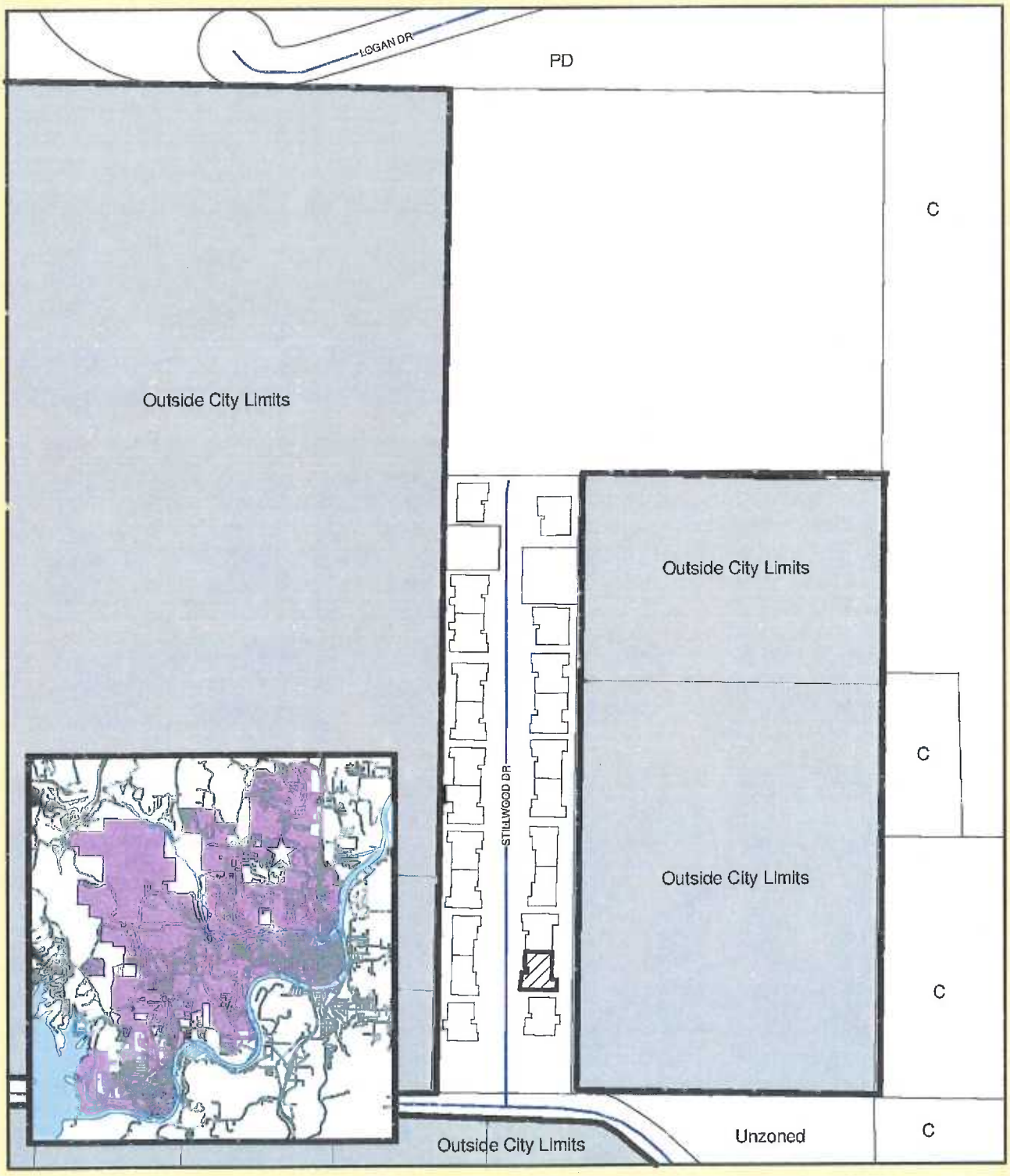
FINANCIAL REVIEW:

ATTACHED INFORMATION: 1) Vicinity Map

VICINITY MAP
128 Stillwood
City of Branson, Missouri

City of Branson, Taney County, Missouri
Planning and Development Dept.
October 2011

0 2.5 5 0 7.5 100 Feet



Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT:	**PRESENTATION OF PETITION FOR CONSENT OF ANNEXATION OF 130 STILLWOOD DRIVE BRANSON, MISSOURI**
DATE:	**NOVEMBER 7, 2011**
INITIATED BY:	**PLANNING & DEVELOPMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend accepting the petition as required by MO Statute.

STAFF REPORT:

A petition for annexation has been received from the Warner Family Home Place Foundation for the property located at 130 Stillwood Drive. Staff has reviewed the file and determined that these properties are contiguous with existing City limits. The Public Hearing for this petition has been scheduled for November 22, 2011. It is a statutory requirement that the Public Hearing cannot take place sooner than 14 days after the petition is presented to the Board of Aldermen. People wishing to speak regarding the petition can do so at the Public Hearing. The final reading of this petition has been scheduled for December 13, 2011.

STAFF RECOMMENDATION:

Staff recommends accepting the petition.

PROPOSED MOTION:

Acknowledged receipt of petition under the consent agenda

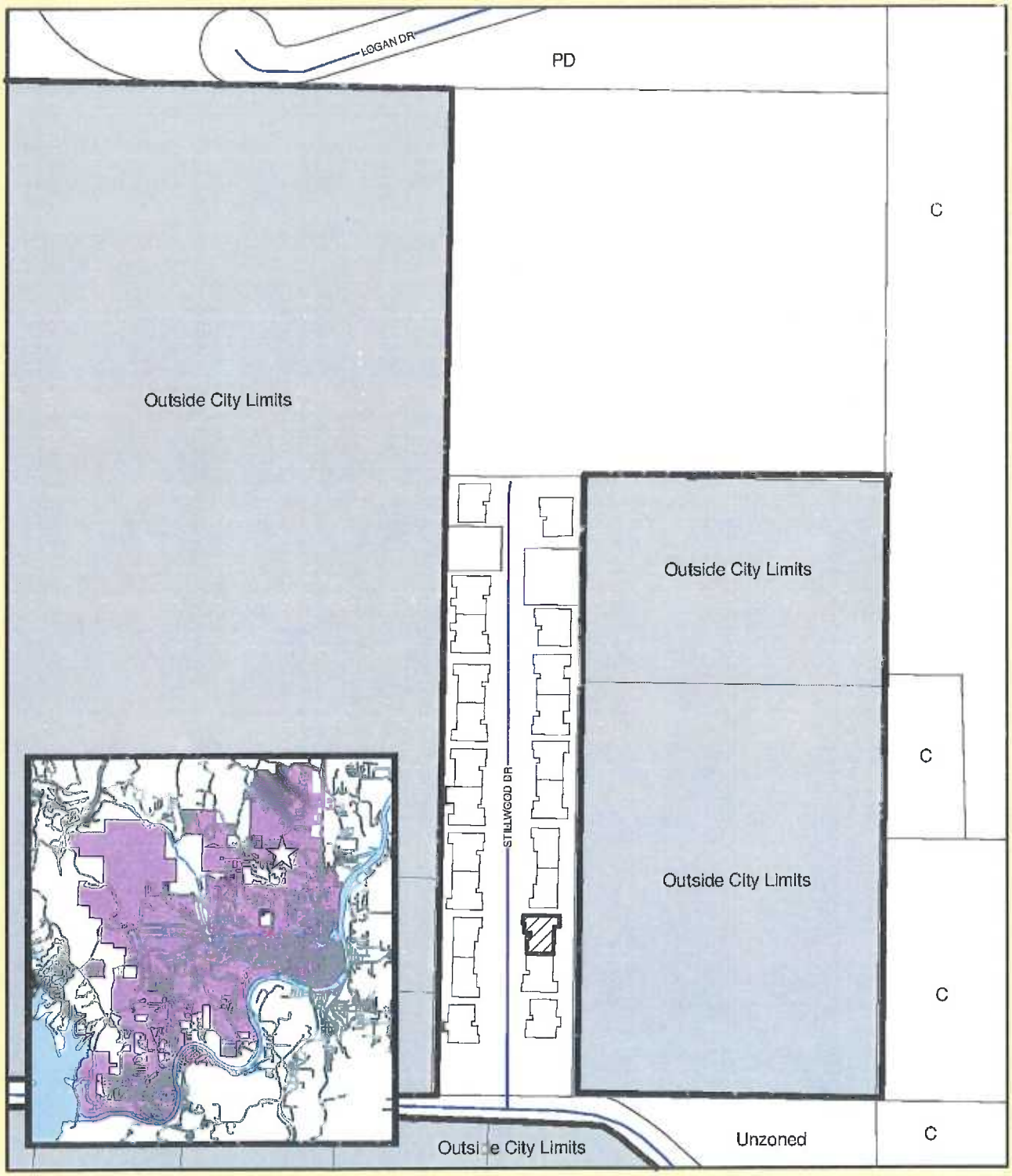
FINANCIAL REVIEW:

ATTACHED INFORMATION: 1) Vicinity Map

VICINITY MAP
130 Stillwood
City of Branson, Missouri

City of Branson, Taney County, Missouri
Planning and Development Dept.
October 2011

0 2.25 50 75 100 Feet



Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT:	**PRESENTATION OF PETITION FOR CONSENT OF ANNEXATION OF 160 STILLWOOD DRIVE, BRANSON, MISSOURI**
DATE:	**NOVEMBER 7, 2011**
INITIATED BY:	**PLANNING & DEVELOPMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend accepting the petition as required by MO Statute.

STAFF REPORT:

A petition for annexation has been received from Richard and Carolyn Rogers for the property located at 160 Stillwood Drive. Staff has reviewed the file and determined that these properties are contiguous with existing City limits. The Public Hearing for this petition has been scheduled for November 22, 2011. It is a statutory requirement that the Public Hearing cannot take place sooner than 14 days after the petition is presented to the Board of Aldermen. People wishing to speak regarding the petition can do so at the Public Hearing. The final reading of this petition has been scheduled for December 13, 2011.

STAFF RECOMMENDATION:

Staff recommends accepting the petition.

PROPOSED MOTION:

Acknowledged receipt of petition under the consent agenda

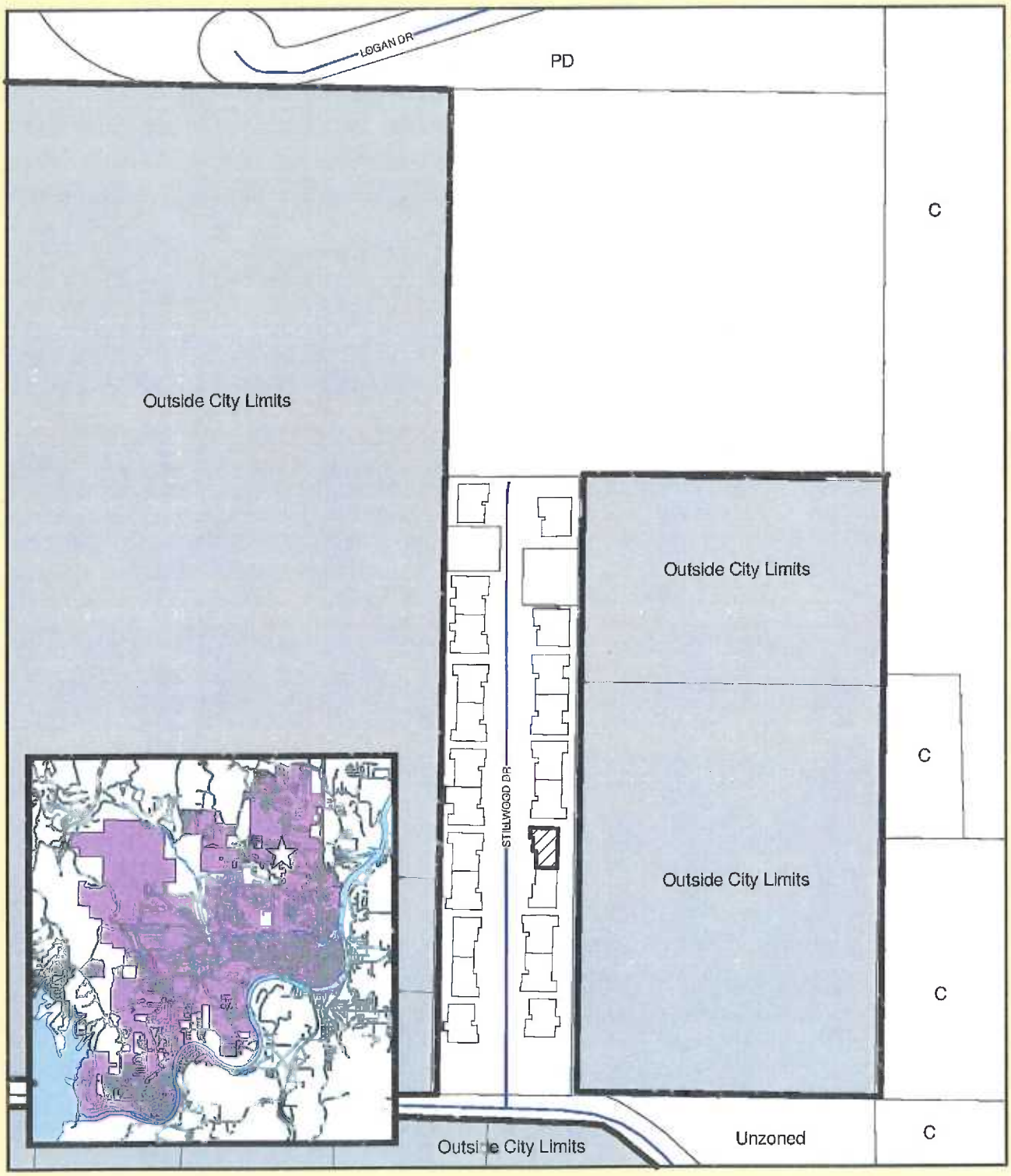
FINANCIAL REVIEW:

ATTACHED INFORMATION: 1) Vicinity Map

VICINITY MAP
160 Stillwood
City of Branson, Missouri

City of Branson, Taney County, Missouri
Planning and Development Dept.
October 2011

0 2.5 5 0 7 5 1 0 0 Feet



Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT:	**PRESENTATION OF PETITION FOR CONSENT OF ANNEXATION OF 163 STILLWOOD DRIVE, BRANSON, MISSOURI**
DATE:	**NOVEMBER 7, 2011**
INITIATED BY:	**PLANNING & DEVELOPMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend accepting the petition as required by MO Statute.

STAFF REPORT:

A petition for annexation has been received from Tanis Nicholls and Aaron Fleehart for the property located at 163 Stillwood Drive. Staff has reviewed the file and determined that these properties are contiguous with existing City limits. The Public Hearing for this petition has been scheduled for November 22, 2011. It is a statutory requirement that the Public Hearing cannot take place sooner than 14 days after the petition is presented to the Board of Aldermen. People wishing to speak regarding the petition can do so at the Public Hearing. The final reading of this petition has been scheduled for December 13, 2011.

STAFF RECOMMENDATION:

Staff recommends accepting the petition.

PROPOSED MOTION:

Acknowledged receipt of petition under the consent agenda

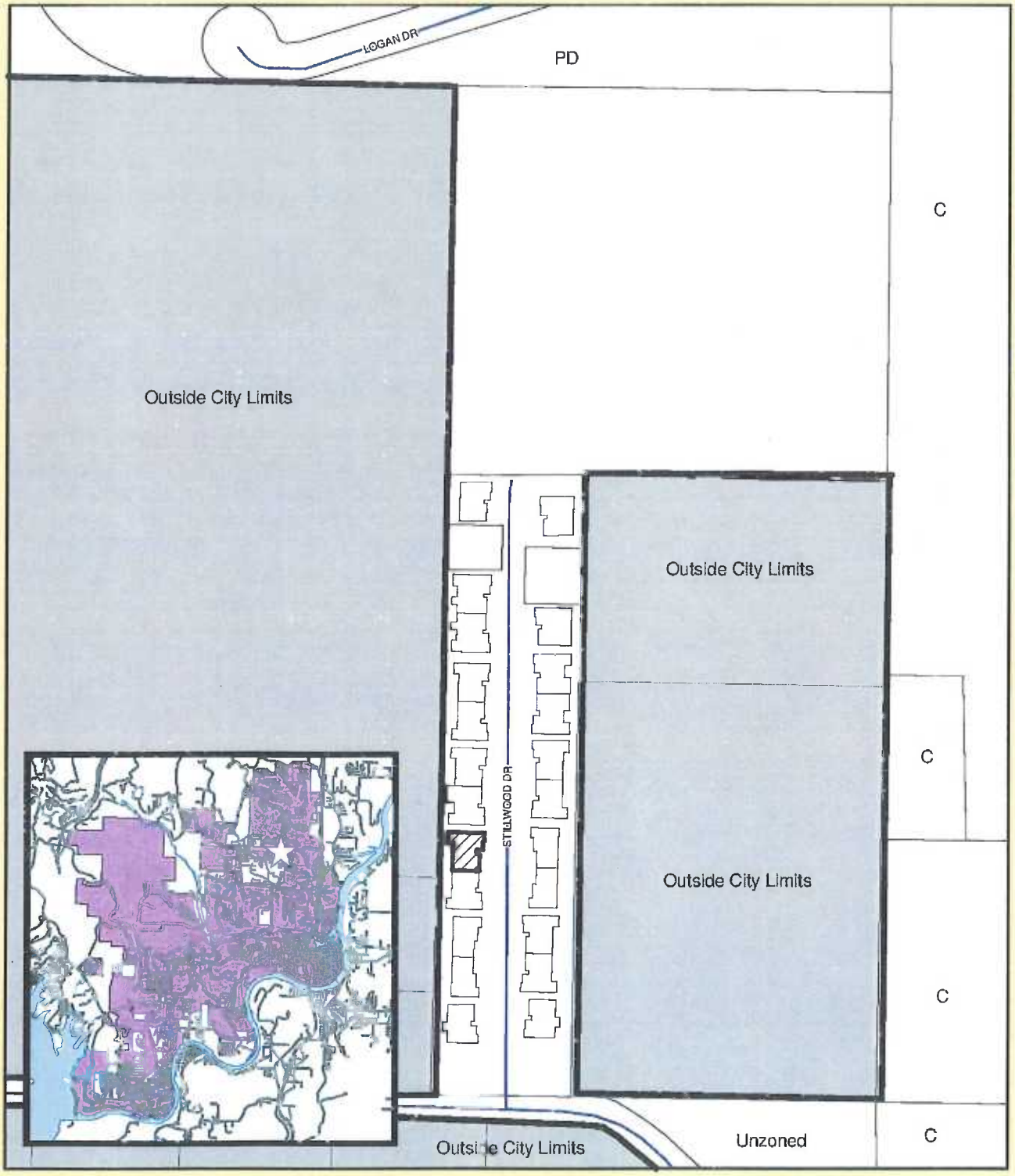
FINANCIAL REVIEW:

ATTACHED INFORMATION: 1) Vicinity Map

VICINITY MAP
163 Stillwood
City of Branson, Missouri

City of Branson, Taney County, Missouri
Planning and Development Dept.
October 2011

0 2.5 5 0 7 5 100 Feet



Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT:	**PRESENTATION OF PETITION FOR CONSENT OF ANNEXATION OF 182 STILLWOOD DRIVE, BRANSON, MISSOURI**
DATE:	**NOVEMBER 7, 2011**
INITIATED BY:	**PLANNING & DEVELOPMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend accepting the petition as required by MO Statute.

STAFF REPORT:

A petition for annexation has been received from Billy and Shirley Baker for the property located at 182 Stillwood Drive. Staff has reviewed the file and determined that these properties are contiguous with existing City limits. The Public Hearing for this petition has been scheduled for November 22, 2011. It is a statutory requirement that the Public Hearing cannot take place sooner than 14 days after the petition is presented to the Board of Aldermen. People wishing to speak regarding the petition can do so at the Public Hearing. The final reading of this petition has been scheduled for December 13, 2011.

STAFF RECOMMENDATION:

Staff recommends accepting the petition.

PROPOSED MOTION:

Acknowledged receipt of petition under the consent agenda

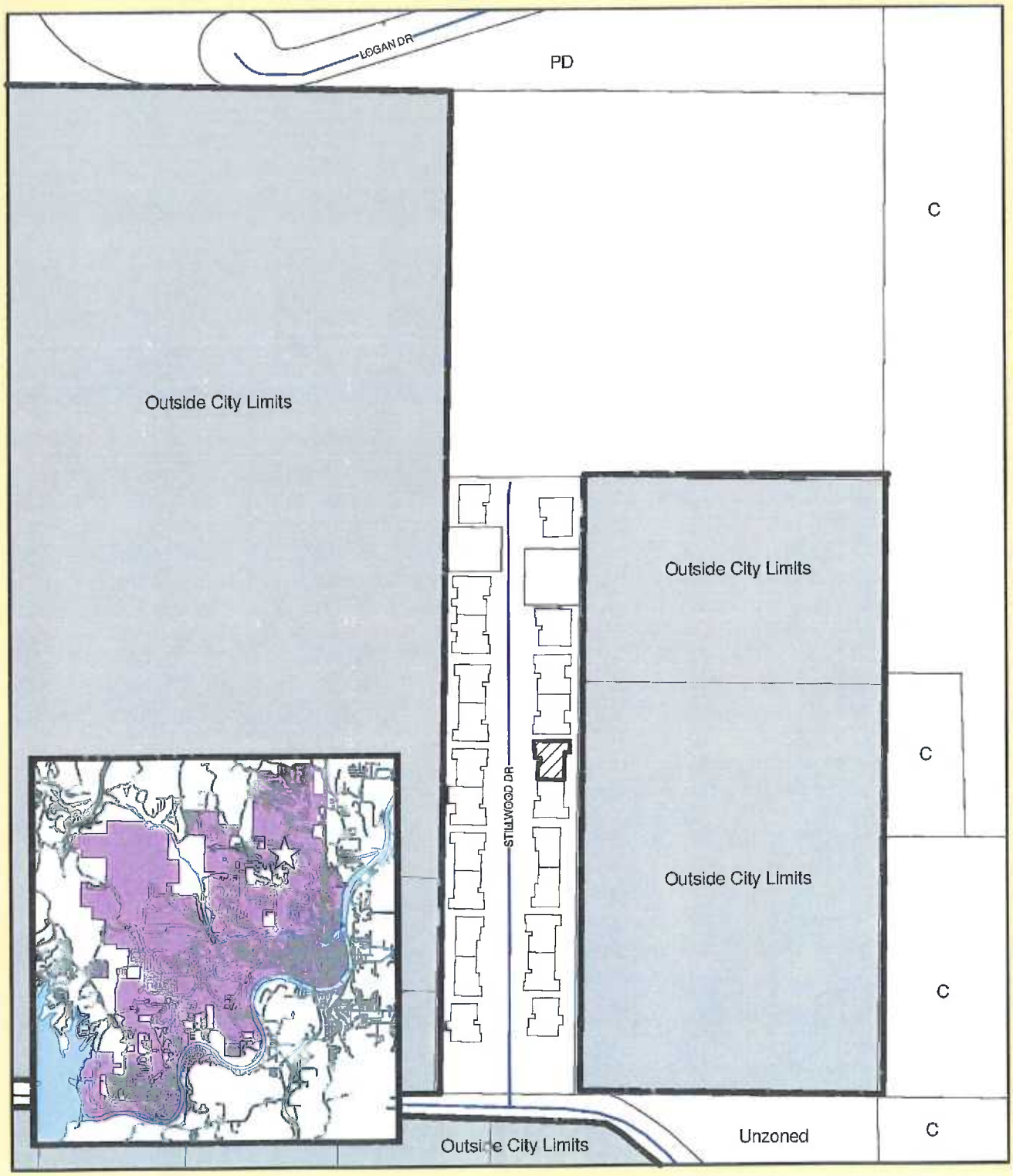
FINANCIAL REVIEW:

ATTACHED INFORMATION: 1) Vicinity Map

VICINITY MAP
182 Stillwood
City of Branson, Missouri

City of Branson, Taney County, Missouri
Planning and Development Dept.
October 2011

0 25 50 75 100 Feet



Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT:	**PRESENTATION OF PETITION FOR CONSENT OF ANNEXATION OF 210 STILLWOOD DRIVE, BRANSON, MISSOURI**
DATE:	NOVEBMER 7, 2011
INITIATED BY:	PLANNING & DEVELOPMENT

CITY ADMINISTRATOR RECOMMENDATION:

Recommend accepting the petition as required by MO Statute.

STAFF REPORT:

A petition for annexation has been received from Stanley and Connie Moore for the property located at 210 Stillwood Drive. Staff has reviewed the file and determined that these properties are contiguous with existing City limits. The Public Hearing for this petition has been scheduled for November 22, 2011. It is a statutory requirement that the Public Hearing cannot take place sooner than 14 days after the petition is presented to the Board of Aldermen. People wishing to speak regarding the petition can do so at the Public Hearing. The final reading of this petition has been scheduled for December 13, 2011.

STAFF RECOMMENDATION:

Staff recommends accepting the petition.

PROPOSED MOTION:

Acknowledged receipt of petition under the consent agenda

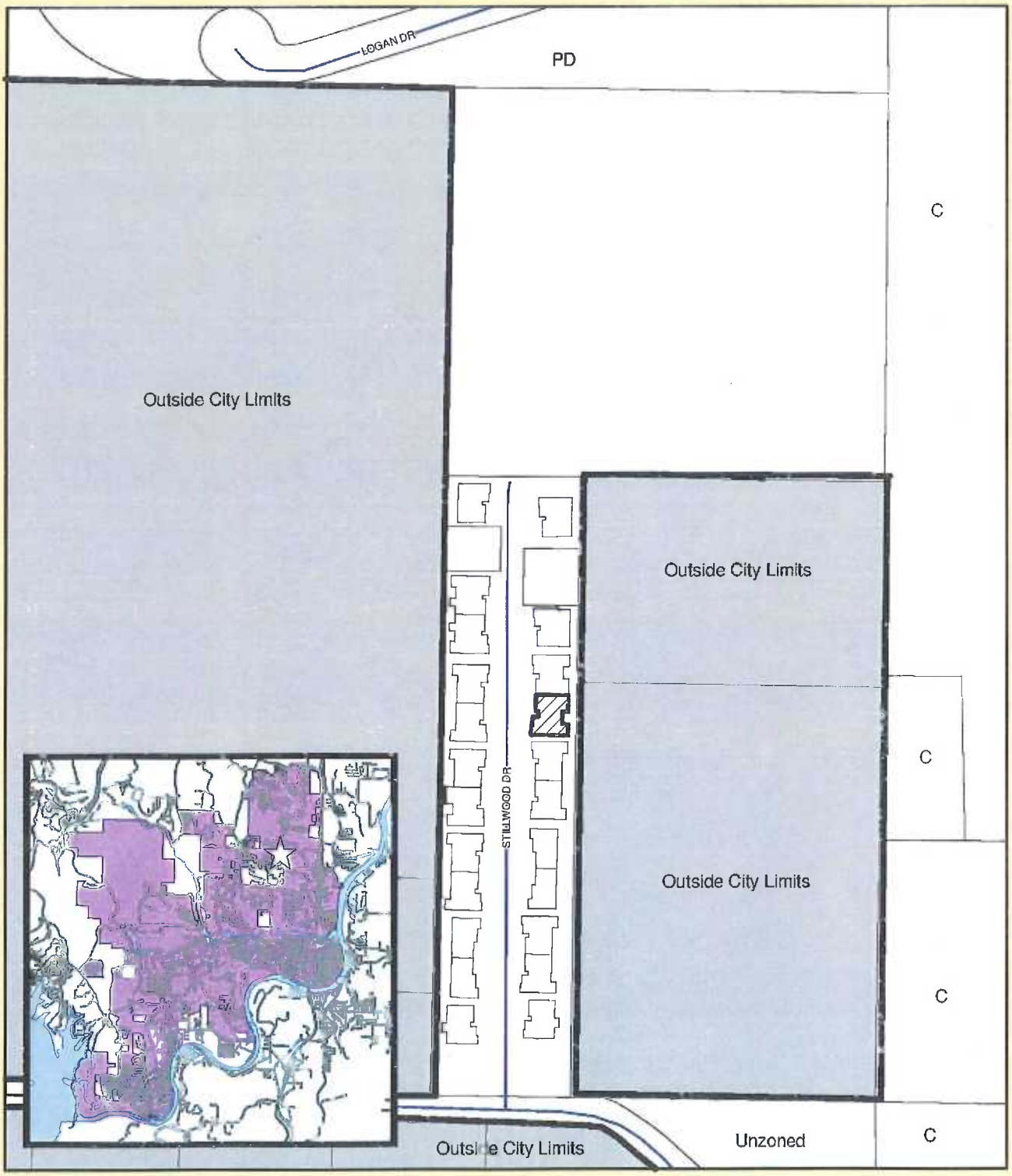
FINANCIAL REVIEW:

ATTACHED INFORMATION: 1) Vicinity Map

VICINITY MAP
210 Stillwood
City of Branson, Missouri

City of Branson, Taney County, Missouri
Planning and Development Dept.
October 2011

0 2.5 5 0 7 5 100 Feet



Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **PRESENTATION OF PETITION FOR CONSENT OF ANNEXATION OF 211 STILLWOOD DRIVE, BRANSON, MISSOURI**

DATE: **NOVEMBER 7, 2011**

INITIATED BY: **PLANNING & DEVELOPMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend accepting the petition as required by MO Statute.

STAFF REPORT:

A petition for annexation has been received from Ronald and Pouran Borchardt for the property located at 211 Stillwood Drive. Staff has reviewed the file and determined that these properties are contiguous with existing City limits. The Public Hearing for this petition has been scheduled for November 22, 2011. It is a statutory requirement that the Public Hearing cannot take place sooner than 14 days after the petition is presented to the Board of Aldermen. People wishing to speak regarding the petition can do so at the Public Hearing. The final reading of this petition has been scheduled for December 13, 2011.

STAFF RECOMMENDATION:

Staff recommends accepting the petition.

PROPOSED MOTION:

Acknowledged receipt of petition under the consent agenda

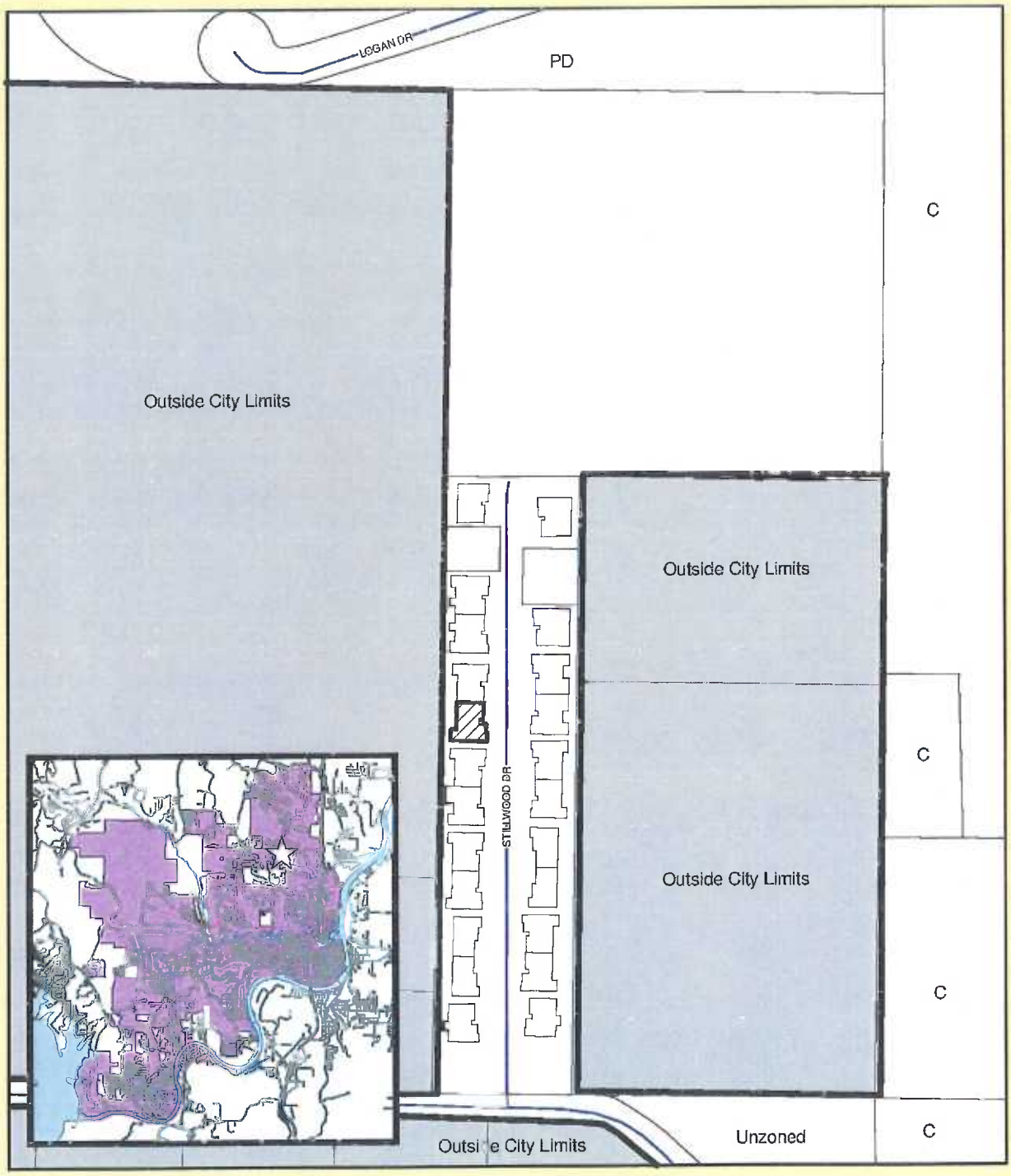
FINANCIAL REVIEW:

ATTACHED INFORMATION: 1) Vicinity Map

VICINITY MAP
211 Stillwood
City of Branson, Missouri

City of Branson, Taney County, Missouri
Planning and Development Dept.
October 2011

0 2.5 5 0 7 5 1 0 0 Feet



Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT:	**PRESENTATION OF PETITION FOR CONSENT OF ANNEXATION OF 213 STILLWOOD DRIVE, BRANSON, MISSOURI**
DATE:	**NOVEMBER 7, 2011**
INITIATED BY:	**PLANNING & DEVELOPMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend accepting the petition as required by MO Statute.

STAFF REPORT:

A petition for annexation has been received from Taylor Family Revocable Trust for the property located at 213 Stillwood Drive. Staff has reviewed the file and determined that these properties are contiguous with existing City limits. The Public Hearing for this petition has been scheduled for November 22, 2011. It is a statutory requirement that the Public Hearing cannot take place sooner than 14 days after the petition is presented to the Board of Aldermen. People wishing to speak regarding the petition can do so at the Public Hearing. The final reading of this petition has been scheduled for December 13, 2011.

STAFF RECOMMENDATION:

Staff recommends accepting the petition.

PROPOSED MOTION:

Acknowledged receipt of petition under the consent agenda

FINANCIAL REVIEW:

ATTACHED INFORMATION: 1) Vicinity Map

VICINITY MAP
213 Stillwood
City of Branson, Missouri

City of Branson, Taney County, Missouri
Planning and Development Dept.
October 2011

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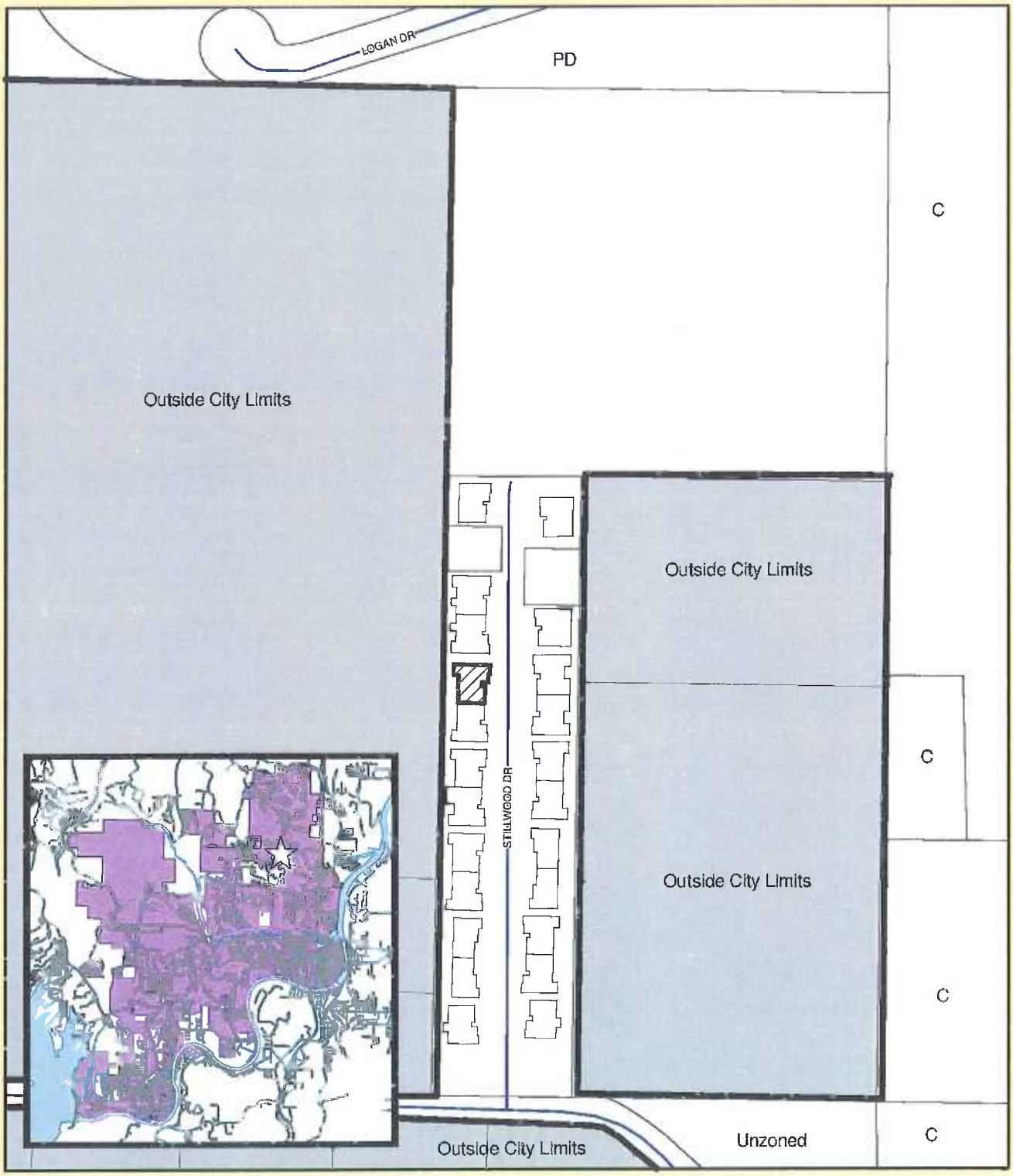

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT:	**PRESENTATION OF PETITION FOR CONSENT OF ANNEXATION OF 230 STILLWOOD DRIVE, BRANSON, MISSOURI**
DATE:	**NOVEMBER 22, 2011**
INITIATED BY:	**PLANNING & DEVELOPMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend accepting the petition as required by MO Statute.

STAFF REPORT:

A petition for annexation has been received from Darlene Walker for the property located at 230 Stillwood Drive. Staff has reviewed the file and determined that these properties are contiguous with existing City limits. The Public Hearing for this petition has been scheduled for November 22, 2011. It is a statutory requirement that the Public Hearing cannot take place sooner than 14 days after the petition is presented to the Board of Aldermen. People wishing to speak regarding the petition can do so at the Public Hearing. The final reading of this petition has been scheduled for December 13, 2011.

STAFF RECOMMENDATION:

Staff recommends accepting the petition.

PROPOSED MOTION:

Acknowledged receipt of petition under the consent agenda

FINANCIAL REVIEW:

ATTACHED INFORMATION: 1) Vicinity Map

VICINITY MAP
230 Stillwood
City of Branson, Missouri

City of Branson, Taney County, Missouri
Planning and Development Dept.
October 2011

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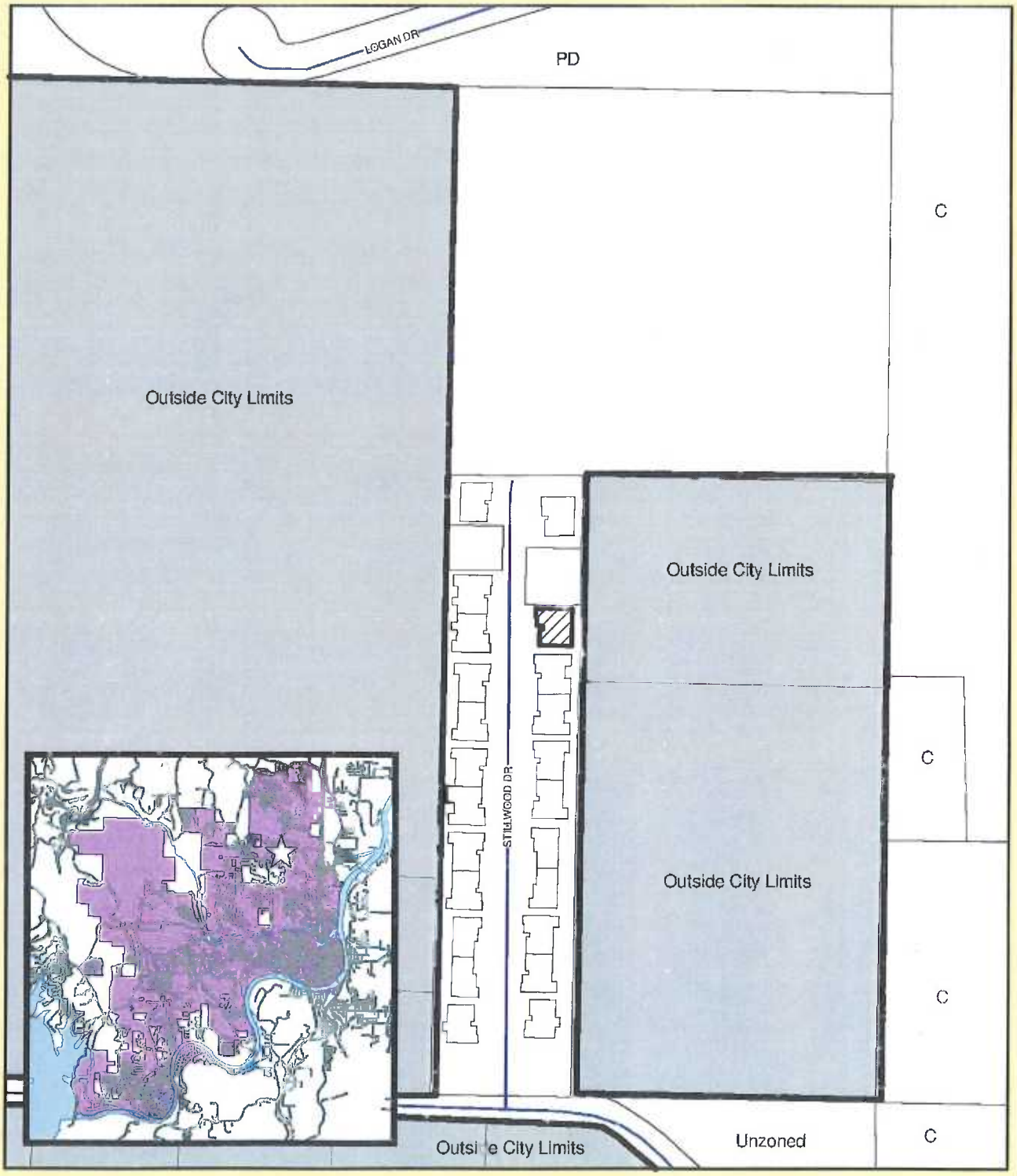

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT:	**PRESENTATION OF PETITION FOR CONSENT OF ANNEXATION OF 231 STILLWOOD DRIVE, BRANSON, MISSOURI**
DATE:	NOVEMBER 7, 2011
INITIATED BY:	PLANNING & DEVELOPMENT

CITY ADMINISTRATOR RECOMMENDATION:

Recommend accepting the petition as required by MO Statute.

STAFF REPORT:

A petition for annexation has been received by Mary Lou Pickens Revocable Trust for the property located at 231 Stillwood Drive. Staff has reviewed the file and determined that these properties are contiguous with existing City limits. The Public Hearing for this petition has been scheduled for November 22, 2011. It is a statutory requirement that the Public Hearing cannot take place sooner than 14 days after the petition is presented to the Board of Aldermen. People wishing to speak regarding the petition can do so at the Public Hearing. The final reading of this petition has been scheduled for December 13, 2011.

STAFF RECOMMENDATION:

Staff recommends accepting the petition.

PROPOSED MOTION:

Acknowledged receipt of petition under the consent agenda

FINANCIAL REVIEW:

ATTACHED INFORMATION: 1) Vicinity Map

VICINITY MAP
231 Stillwood
City of Branson, Missouri

City of Branson, Taney County, Missouri
Planning and Development Dept.
October 2011

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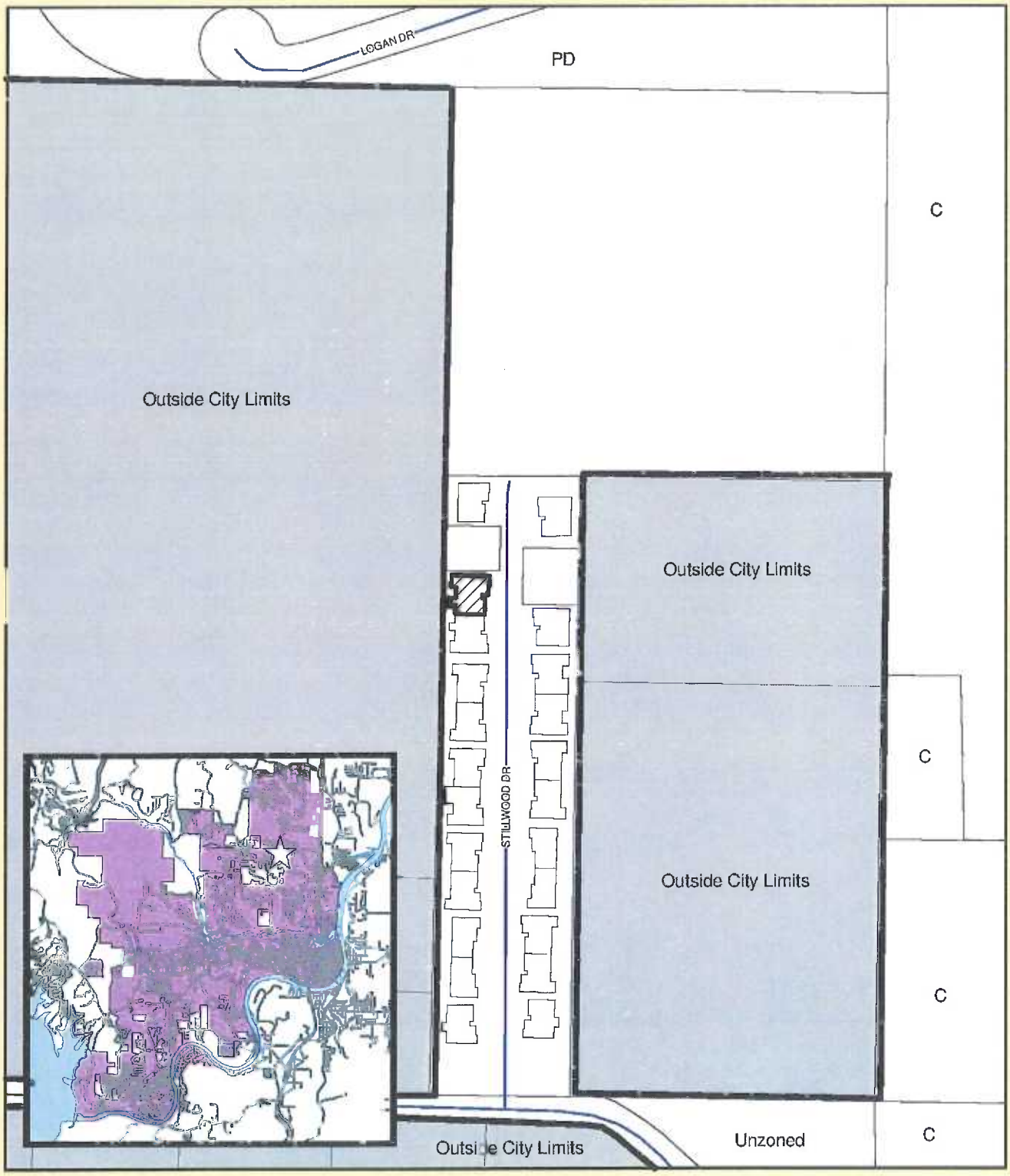

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT:	**PRESENTATION OF PETITION FOR CONSENT OF ANNEXATION OF 232 STILLWOOD DRIVE, BRANSON, MISSOURI**
DATE:	**NOVEMBER 7, 2011**
INITIATED BY:	**PLANNING & DEVELOPMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend accepting the petition as required by MO Statute.

STAFF REPORT:

A petition for annexation has been received from Clinton and Winnie Morgan for the property located at 232 Stillwood Drive. Staff has reviewed the file and determined that these properties are contiguous with existing City limits. The Public Hearing for this petition has been scheduled for November 22, 2011. It is a statutory requirement that the Public Hearing cannot take place sooner than 14 days after the petition is presented to the Board of Aldermen. People wishing to speak regarding the petition can do so at the Public Hearing. The final reading of this petition has been scheduled for December 13, 2011.

STAFF RECOMMENDATION:

Staff recommends accepting the petition.

PROPOSED MOTION:

Acknowledged receipt of petition under the consent agenda

FINANCIAL REVIEW:

ATTACHED INFORMATION: 1) Vicinity Map

VICINITY MAP
232 Stillwood
City of Branson, Missouri

City of Branson, Taney County, Missouri
Planning and Development Dept.
October 2011

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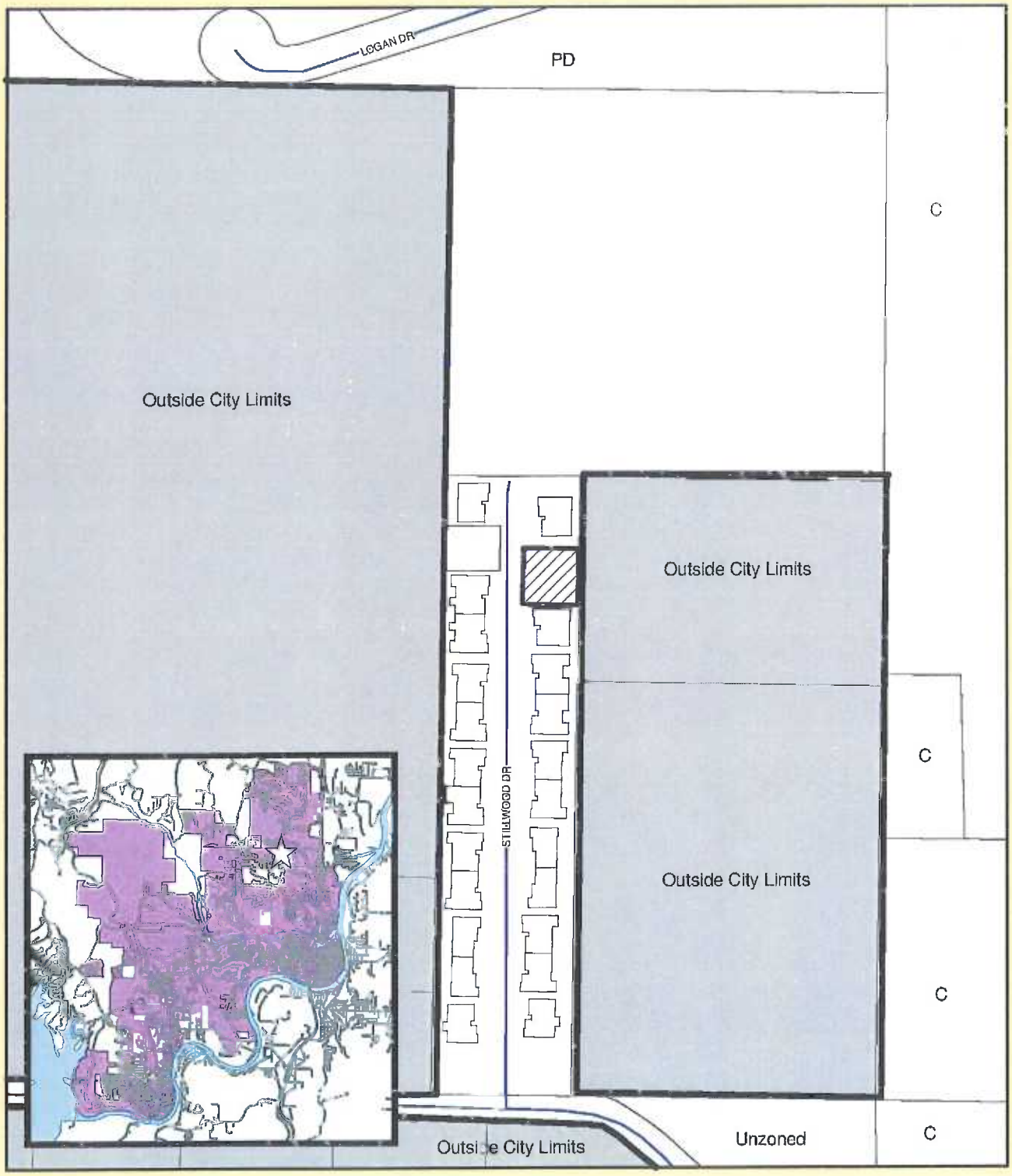

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT:	**PRESENTATION OF PETITION FOR CONSENT OF ANNEXATION OF 290 STILLWOOD DRIVE, BRANSON, MISSOURI**
DATE:	**NOVEMBER 7, 2011**
INITIATED BY:	**PLANNING & DEVELOPMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend accepting the petition as required by MO Statute.

STAFF REPORT:

A petition for annexation has been received from Ruby L. Moon Revocable Trust for the property located at 290 Stillwood Drive. Staff has reviewed the file and determined that these properties are contiguous with existing City limits. The Public Hearing for this petition has been scheduled for November 22, 2011. It is a statutory requirement that the Public Hearing cannot take place sooner than 14 days after the petition is presented to the Board of Aldermen. People wishing to speak regarding the petition can do so at the Public Hearing. The final reading of this petition has been scheduled for December 13, 2011.

STAFF RECOMMENDATION:

Staff recommends accepting the petition.

PROPOSED MOTION:

Acknowledged receipt of petition under the consent agenda

FINANCIAL REVIEW:

ATTACHED INFORMATION: 1) Vicinity Map

VICINITY MAP
290 Stillwood
City of Branson, Missouri

City of Branson, Taney County, Missouri
Planning and Development Dept.
October 2011

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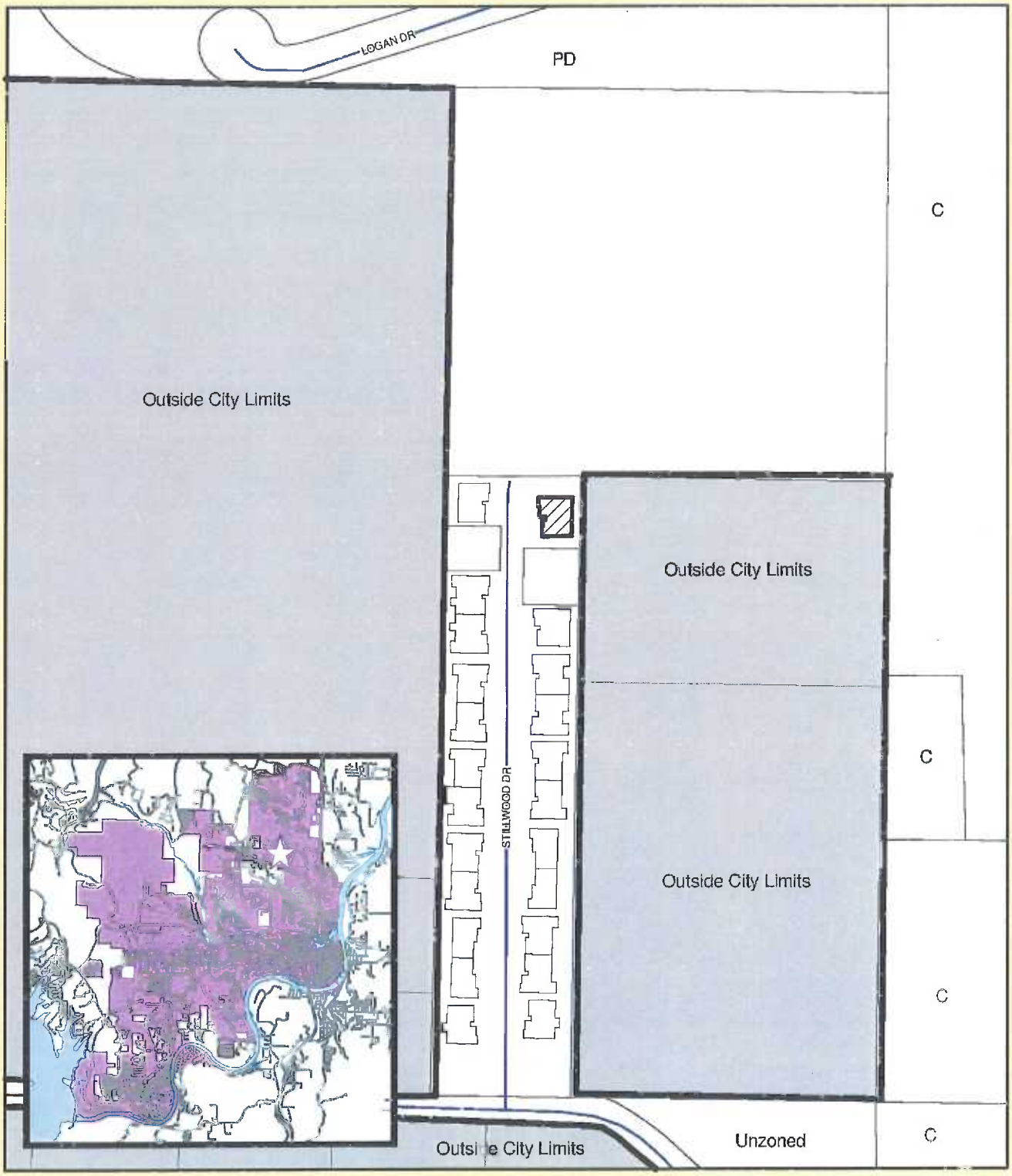

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT:	**PRESENTATION OF PETITION FOR CONSENT OF ANNEXATION OF 291 STILLWOOD DRIVE, BRANSON, MISSOURI**
DATE:	**NOVEMBER 7, 2011**
INITIATED BY:	**PLANNING & DEVELOPMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend accepting the petition as required by MO Statute.

STAFF REPORT:

A petition for annexation has been received from Roy and Delores Kassebaum for the property located at 291 Stillwood Drive. Staff has reviewed the file and determined that these properties are contiguous with existing City limits. The Public Hearing for this petition has been scheduled for November 22, 2011. It is a statutory requirement that the Public Hearing cannot take place sooner than 14 days after the petition is presented to the Board of Aldermen. People wishing to speak regarding the petition can do so at the Public Hearing. The final reading of this petition has been scheduled for December 13, 2011.

STAFF RECOMMENDATION:

Staff recommends accepting the petition.

PROPOSED MOTION:

Acknowledged receipt of petition under the consent agenda

FINANCIAL REVIEW:

ATTACHED INFORMATION: 1) Vicinity Map

VICINITY MAP
291 Stillwood
City of Branson, Missouri

City of Branson, Taney County, Missouri
Planning and Development Dept.
October 2011

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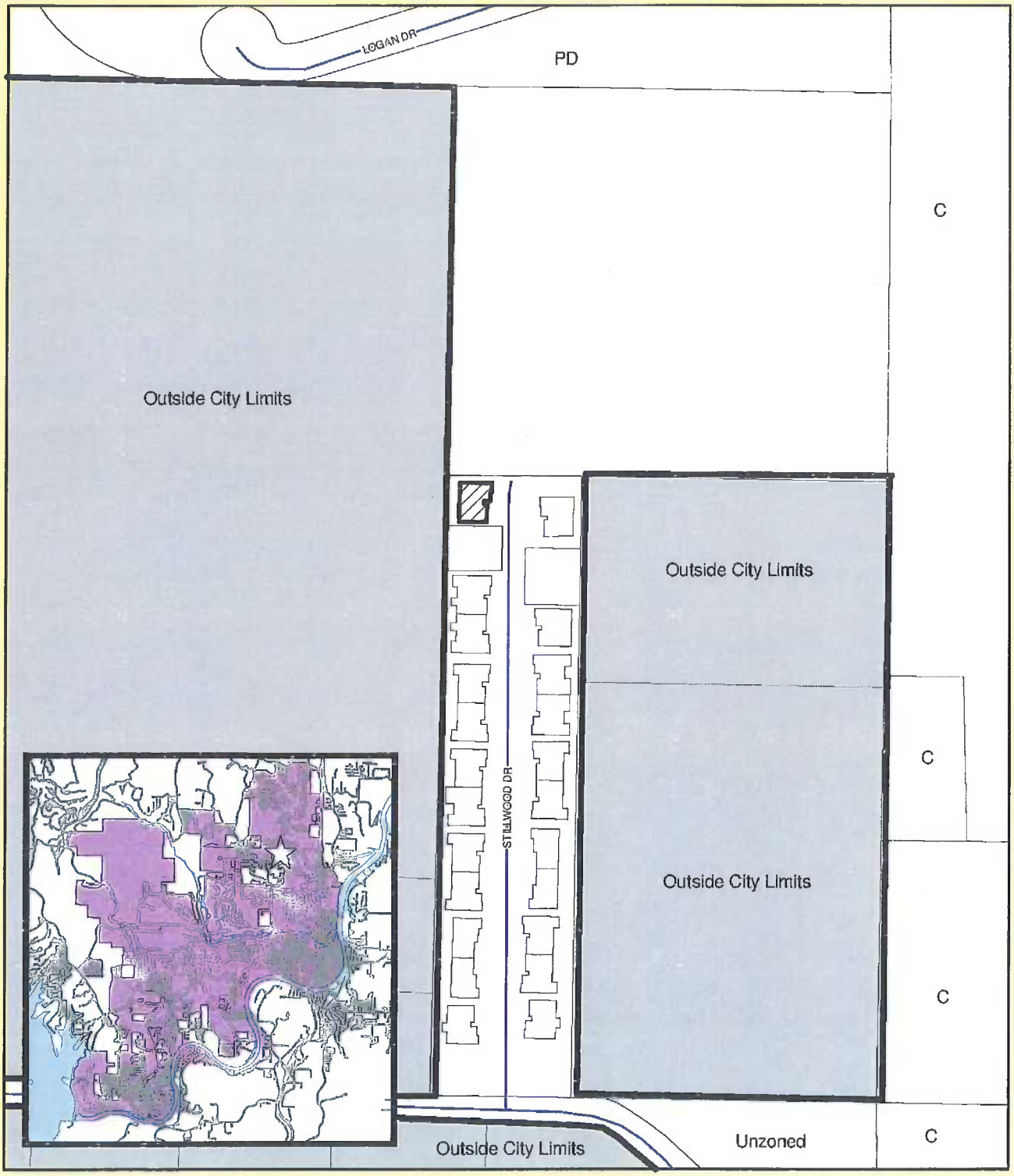

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **ACKNOWLEDGE RECEIPT OF COMMUNITY IMPROVEMENT DISTRICT (CID) BUDGETS.**

DATE: **NOVEMBER 7, 2011**

INITIATED BY: **CITY CLERK**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend acknowledging receipt of Community Improvement District (CID) Budgets.

STAFF REPORT:

Community Improvement District (CID) Budgets have been submitted and reviewed by the Budget & Finance Committee meeting of October 27, 2011. This review process is done annually in accordance with State Statute. These budgets are attached for review and acknowledgement in the following order:

- Branson Hills CID
- The Historic Downtown Branson CID
- Branson Hills Infrastructure CID
- Branson Commerce Park CID
- Forsythe Road CID

STAFF RECOMMENDATION:

Staff recommends acknowledging receipt of Community Improvement District (CID) Budgets.

PROPOSED MOTION:

Acknowledging receipt of Community Improvement District (CID) Budgets under the Consent Agenda.

FINANCIAL REVIEW: N/A

ATTACHED INFORMATION: **Draft Minutes of the October 27, 2011 Budget & Finance Committee**

MINUTES

BUDGET & FINANCE COMMITTEE
CITY OF BRANSON, MISSOURI
October 27, 2011

Excerpt from October 27, 2011 Budget & Finance Committee Minutes:

6) **Presentation of CID Budgets.**
The Finance Committee acknowledged receipt of the CID budgets of the Historic Downtown Branson Community Improvement District; Forsythe Road Community Improvement District; Branson Hills Infrastructure Facilities Community Improvement District; The Branson Hills Community Improvement District; and Branson Commerce Park Community Improvement District. The motion to acknowledge receipt was made by Rick Davis and seconded by Mike Booth. Motion carried.

The Branson Hills
Community Improvement District

RESOLUTION OF THE BOARD OF DIRECTORS

RESOLUTION 2011-04

APPROVING A PROPOSED 2012 FISCAL BUDGET FOR BRANSON HILLS COMMUNITY IMPROVEMENT DISTRICT FOR SUBMISSION TO THE BOARD OF ALDERMEN OF THE CITY OF BRANSON MISSOURI FOR REVIEW

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

WHEREAS, the Board of Directors of the Branson Hills Community Improvement District (the "Board") wishes to adopt a proposed annual budget for the 2012 fiscal year for review and comment by the Board of Alderman of Branson, Missouri (the "City");

WHEREAS, a proposed budget for the Branson Hills Community Improvement District (the "District"), a copy of which is attached hereto as **Exhibit A**, has been prepared for consideration by the Board.

NOW, THEREFORE, BE IT RESOLVED by the Board this day that the attached proposed budget for the District be and hereby is submitted to the City for comment and review.

The undersigned hereby certify that the above and foregoing Resolution was approved by majority vote of the Board this 6th day of September, 2011.

ATTEST:

Secretary

Chairman

(SEAL)

THE BRANSON HILLS
COMMUNITY IMPROVEMENT DISTRICT

2012 Budget Message

Attached is the budget for the Branson Hills Community Improvement District ("District") Fiscal Year 2012, January 1, 2012 through December 31, 2012. Summaries of revenues and expenditures are provided for each line item. Financial information provided includes FY10 actual amounts, FY11 & FY 12 budgeted amounts, FY13 and FY14 estimated revenues and expenses. Budgetary information has been prepared using the cash basis method of accounting. Changes from the preceding year include increased revenues due to the addition of new tax generators within the District.

1. BUDGET SUMMARY

Comparative Statement of Revenues				
2010	2011	**2012**	2013	2014
$461,608	$470,840	$480,258	$489,862	$499,659

Comparative Statement of Expenditures				
2010	2011	**2012**	2013	2014
$461,608	$470,840	$480,258	$489,862	$499,659

2. ESTIMATED REVENUES

2.1 CID Tax Revenues: District revenues have increased over the previous year based on projections. Revenues are derived from the imposition of a one-half of one percent (1/2%) sales tax on retail sales within the district. Total revenue for 2012 is expected to be $480,258.

3. PROPOSED EXPENDITURES

3.1 Administrative Costs:

3.1.1 Branson Hills Master Association Dues. The budget for payment of Branson Hills Master Association dues is $6,500.

3.1.2 Legal Services. The cost for legal services is budgeted to be $40,800.

3.1.3 MOPERM Insurance: The cost for insurance services provided by MOPERM is expected to be $ 3,000.

3.1.4 Accounting Services: The budget for accounting services is expected to be $ 4,700.

3.1.5 Maintenance/Capital Reserve. The budget for the maintenance reserve is expected to be $ 0.00.

3.1.6 MoDOT Invoice Fees. The budget for Missouri Department of Transportation invoice

fees is $400.

3.2.1: Economic Activity Taxes Pledged to Branson Hills TIF Plan. Economic activity taxes ("EATs) pledged to the Branson Hills TIF Plan are budgeted to be $240,129. This budgeted amount constitutes one half of the revenue expected to be collected from the sales tax imposed by the District.

3.2.2: Other Revenues Pledged to Branson Hills TIF Plan. Other EATs pledged to the Branson Hills TIF Plan are budgeted to be $165,129. This budgeted amount constitutes the District revenues remaining after collection of $55,000 for District administration costs and $20,000 for District audit costs.

Historic Downtown Branson
Community Improvement District

October 6, 2011

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

Lisa,

The CID Board of Directors has adopted a FY 2012 budget. Attached is the budget as well as the resolution and minutes showing when it was approved.

Sincerely,

Cris Bohinc

Cris Bohinc
CID Administrator
Historic Downtown Branson
Community Improvement District
112 W. College
Branson, MO 65616

HISTORIC DOWNTOWN BRANSON COMMUNITY IMPROVEMENT DISTRICT
BUDGET - APPROVED THURSDAY, OCTOBER 6, 2011
JANUARY 1, 2012 - DECEMBER 31, 2012

CID SURPLUS (Beginning Balance 1/1/2011)	$100,000.00 ESTIMATED
ESCROW (RTD)	$25,250.00
PROJECTED SUMMARY OF RECEIPTS: (Estimated Sales Tax Revenue From District)	$260,000.00
TOTAL (Projected Income, Surplus, etc.)	**$385,250.00**

SUMMARY OF DISBURSEMENTS:

CONTRACT SERVICE PROVIDER	$130,000.00
CAPITAL IMPROVEMENTS ESCROW	$20,000.00
BANNERS	$10,000.00
TROLLEY MISC. LARGE REPAIRS	$10,000.00
SHELTERS & BENCHES	$0.00
***ADVERTISING & MARKETING** (Promotion & Signage of the District)	$70,000.00
LEGAL FEES	$7,000.00
ADMINISTRATIVE SERVICES (DBMA)	$55,000.00
ADMINISTRATIVE SERVICES (COMPUTER)	$1,000.00
ANNUAL AUDIT & ACCOUNTING FEES	$3,500.00
DIRECTORS & OFFICERS LIABILITY INS.	$1,405.00
MISC. FEES; BANK, DOR, LICENSING	$800.00
ESCROW (RTD)	$13,682.25
TOTAL SUMMARY OF DISBURSEMENTS:	**$322,387.25**
RESERVE	**$50,000.00**
ENDING BALANCE: (Income - Disbursements - Reserve)	**$12,862.75**

Chairman, Historic Downtown Branson CID

*Based on approval of the Coorperative Agreement with the City of Branson to advertise the CID district as a whole.

RESOLUTION 2011-13

HISTORIC DOWNTOWN BRANSON
COMMUNITY IMPROVEMENT DISTRICT

A RESOLUTION OF THE HISTORIC DOWNTOWN BRANSON COMMUNITY IMPROVEMENT DISTRICT APPROVING THE ANNUAL BUDGET FOR FISCAL YEAR 2012.

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

WHEREAS, PURSUANT TO Section 67.1471, RSMo, the District desires to adopt a proposed budget and budget message for the District for fiscal year 2012, and to submit such proposed budget to the City; and

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

WHEREAS, the District desires to adopt an annual budget for the operation of the District for fiscal year 2012, but, if appropriate, the District may reconsider such annual budget pursuant to any written comments received from the City or if the District fails to receive written consent from the City.

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

1. The District hereby adopts as its proposed annual budget and budget message for the fiscal year ending December 31, 2012, the budget and budget message which are attached hereto as Exhibit A and which are incorporated herein by reference.

2. The Board of Directors will review and consider any written comments or consent received from the City in response to submission of the proposed budget.

3. Subject to the condition in Section 2 of this Resolution, the District hereby adopts as its annual budget for the fiscal year ending December 31, 2012, the budget which is attached hereto as Exhibit A and which is incorporated herein by reference. In the event the District receives written comments from the City or fails to receive written consent from the City to adopt the proposed budget as the annual budget and the Board of Directors deems amendments to the annual budget are necessary, the Board of Directors may amend the annual budget by further resolution. If such amendment does not occur, then the action taken by this Section 3 of this Resolution shall be final.

4. This Resolution shall take effect immediately upon its execution by the Executive Director.

PASSED by the Board of Directors of the Historic Downtown Branson Community Improvement District on October 6, 2011.

Tom Motley, Chairman

HISTORIC DOWNTOWN BRANSON COMMUNITY IMPROVEMENT DISTRICT

MINUTES OF THE BOARD OF DIRECTORS OF THE DISTRICT

October 6, 2011

A meeting of the Board of Directors (the "**Board**") of the Historic Downtown Branson Community Improvement District (the "**District**") was held on October 6, 2011, commencing at approximately 4:00 p.m. at the offices of the Downtown Branson Main Street Association, 112 W. College, Branson, Missouri 65616, pursuant to notice duly given.

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

Tom Motley, Cole Currier, and Joyce Cadwell, with Pat Doyle absent.

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

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

Chairman Motley called the meeting to order at 4:15 p.m. A simple majority of the Board was present, a quorum was recognized and the meeting was commenced.

Public Comment

There was no public comment.

Minutes

Director Currier made a motion to approve the minutes of September 8th. Director Cadwell seconded the motion. The vote was held and the motion was unanimously carried.

Financials

1) A bill was presented from Branson GrayLine in the amount of $11,054.25 for September service. Director Currier made a motion to pay the bill in the amount of $11,054.25 to Branson GrayLine for September services received. Director Cadwell seconded the motion. All present voted yea. Motion passes.

2) Administrator Bohinc presented the proposed 2012 Budget which was reviewed and discussed.

Resolution 2011-12: Approving the amended amount paid to the Downtown Branson Main Street Association for Administrative Fees

Chairman Motley introduced Resolution 2011-12 and explained the increase in the administrative fees. Chairman Motley opened the floor for discussion. Director Currier made a motion to approve Resolution 2011-12: a Resolution of the Historic Downtown Branson Community Improvement District approving the amendment of the administrative fees on the 2012 Budget. Director Cadwell seconded the motion. The vote was held and the motion unanimously carried.

Resolution 2011-13: of the Historic Downtown Branson Community Improvement District approving the annual budget for the fiscal year 2012.

Chairman Motley introduced Resolution 2011-13 and explained the annual budget for the fiscal year 2012. Chairman Motley opened the floor for discussion. Director Currier made a motion to approve Resolution 2011-13: a Resolution of the Historic Downtown Branson Community Improvement District approving the annual budget for fiscal year 2012. Director Cadwell seconded the motion. The vote was held and the motion unanimously carried.

Napkins

Administrator Bohinc presented the information she had obtained regarding providing napkins to advertise The District for use in restaurants and/or hotels. She outlined all of the costs involved and reviewed the list of businesses. The Board selected several restaurants and instructed the Administrator to contact those restaurants selected to determine if they would allow The District to provide them napkins, and if so to find out the number of cases needed. If they agreed to allow us to provide napkins for advertising The District, then Cris is to order the appropriate number of cases required without exceeding $5,000.

Other Business

Digital LunchBox. Administrator Bohinc spoke with Josh from Digital LunchBox about possibly making changes to the Trolley video and advertising. The board directed her to contact Josh to encourage them at their expense to get additional seasonal footage in anticipation of the CID having them do more work in the future. The CID did, however ask for some craft footage which it was reported that Jason brought his video camera to shoot some the last day of Autumn Daze September 17th.

Adjourn

At 5:40 p.m. Chairman Motley entertained a motion to adjourn. Director Currier made this motion. Director Doyle made the second. All present agreed. Meeting adjourned.

Respectfully submitted,

_____

Joyce Cadwell, Secretary

RESOLUTION 2011-07

BRANSON HILLS INFRASTRUCTURE FACILITIES
COMMUNITY IMPROVEMENT DISTRICT

A RESOLUTION OF THE BRANSON HILLS INFRASTRUCTURE FACILITIES COMMUNITY IMPROVEMENT DISTRICT ADOPTING THE ANNUAL BUDGET FOR THE 2012 FISCAL YEAR AND AUTHORIZING THE SUBMISSION OF THE SAME TO THE CITY OF BRANSON, MISSOURI.

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

WHEREAS, the District desires to adopt the 2012 fiscal year budget and direct Husch Blackwell LLP, on its behalf, to submit such budget to the City of Branson (the "City").

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

1. The Board of Directors of the District (the "Board") hereby adopts the budget for the Fiscal Year beginning January 1, 2012 and ending December 31, 2012, attached as Exhibit A, and makes appropriations with respect thereto.

2. The Board hereby directs Husch Blackwell LLP, on its behalf, to submit the budget to the City.

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

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

PASSED by the Board of Directors of the Branson Hills Infrastructure Facilities Community Improvement District on September 13, 2011.

Barry Schwartz, Chairman

EXHIBIT A

Branson Hills Infrastructure Facilities Community Improvement District

Fiscal Year 2012 Budget
(January 1, 2012 – December 31, 2012)

This **Annual Budget FY 2011** of the Branson Hills Infrastructure Facilities Community Improvement District (the "CID" or the "District") constitutes the annual budget of the CID pursuant to Section 67.1471.3 RSMo. The CID was established by the City of Branson, Missouri (the "City") pursuant to Ordinance No. 2006-108. The fiscal year of the CID is, pursuant to the CID Act, the same as the fiscal year of the City, which runs from January 1 to December 31 of each year. This budget sets forth the expected and estimated revenues and expected and proposed expenditures of the CID as contemplated by its Board of Directors for the fiscal year beginning on January 1, 2012 and ending on December 31, 2012 (FY 2011) as of the date of adoption. Actual revenues and expenditures may vary due to a variety of factors that are at this time unknown, including, but not limited to, the amount of taxable retail sales within the CID. This budget is not intended to and does not limit the CID or its Board of Directors in any way in the event that actual revenues or expenditures vary from those stated herein. There are no significant changes to this budget from the fiscal year 2011 budget.

1. Expected and Proposed Expenditures

All revenues received by the District less expenses of $47,750 will be applied as set forth in the bond indenture. The expected and proposed expenditures are set forth in more detail in the attached worksheet.

2. Expected and Estimated Revenues

It is estimated that the amount of District revenues, net of collection fees, will equal approximately $1,696,567.50, as set forth in more detail in the attached worksheet. This amount is only a projected estimate based on revenue collected to date for fiscal year 2011, and is subject to change depending on retail sales within the District.

3. Rates of Assessment

Pursuant to resolution 2011-05, the District set the 2011 special assessment rates. The District will set 2012 special assessment rates in September 2012. The anticipated total special assessment revenue for 2012 is based on estimates of District expenses and District revenue from sales tax and interest, which are attached.

4. Rates of Taxes

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

5. Comparative Statement

A comparative statement of actual revenues and expenses for fiscal year 2010, itemized by fund and source, are in the attached worksheet. A comparative statement of estimated revenues and expenses for fiscal year 2011, itemized by fund and source, are in the attached worksheet.

Annual Budget for 2011 Fiscal Year
(January 1, 2011 through December 31, 2011)

	BUDGET	ESTIMATED
BEGINNING BALANCE:	$2,111,665.80	$3,918,392.00
RECEIPTS:		
CID sales tax (less 1% DOR Collection fee)	$35,000.00	$31,000.00
Special Assessment (net County/CID collection fee)	$1,619,143.02	$1,619,143.02
Interest Income	$15,000.00	$300.00
TOTAL RECEIPTS	$1,669,143.02	$1,650,443.02
DISBURSEMENTS:		
District Administrative Costs	($22,250.00)	(30,000.00)
Payment of Principal and Interest on Obligations	($1,497,175.00)	($1,497,175.00)
Supplemental Reserves and Future Redemption	($149,718.02)	($289,518.02)
Project Costs	$0.00	
TOTAL DISBURSEMENTS	($1,669,143.02)	($1,816,693.02)
ENDING BALANCE	$2,111,665.80	$3,752,142.00

Comparative Statement for 2010 Fiscal Year
(January 1, 2010 through December 31, 2010)

	BUDGETED	ACTUAL
BEGINNING BALANCE:	($1.00)	$2,811,805.00
RECEIPTS:		
CID sales tax (less 1% DOR Collection fee)	$20,000.00	$40,930.00
Special Assessment (net County/CID collection fee)	$1,623,600.00	$1,966,454.00
Interest Income	$15,000.00	$371.00
Release of Developer Reserve Fund		$654,924.00
TOTAL RECEIPTS	$1,658,600.00	$2,662,679.00
DISBURSEMENTS:		
District Administrative Costs	($19,750.00)	($57,042.00)
Payment of Principal and Interest on Obligations	($1,499,050.00)	($1,499,050.00)
Supplemental Reserves and Future Redemption	($139,800.00)	$0.00
Project Costs	$0.00	$0.00
TOTAL DISBURSEMENTS	($1,658,600.00)	($1,556,092.00)
ENDING BALANCE	($1.00)	$3,918,392.00

Annual Budget for 2012 Fiscal Year
(January 1, 2012 through December 31, 2012)

	Budget
BEGINNING BALANCE:	$3,752,142.00
RECEIPTS:	
CID sales tax (less 1% DOR Collection fee)	$35,000.00
Special Assessment (net County/CID collection fee)	$1,661,267.50
Interest Income	$300.00
TOTAL RECEIPTS	$1,696,567.50
DISBURSEMENTS:	
District Administrative Costs	($47,750.00)
Payment of Principal and Interest on Obligations	($1,498,925.00)
Supplemental Reserves and Future Redemption	($149,892.50)
Project Costs	$0.00
TOTAL DISBURSEMENTS	($1,696,567.50)
ENDING BALANCE	$3,752,142.00

BRANSON COMMERCE PARK COMMUNITY IMPROVEMENT DISTRICT
Fiscal Year 01/01/2012 thru 12/31/2012

REVENUE:

o CID Public Improvement Assessment	$1,585,720.16
o CID Services Assessment	41,729.48
o CID Sales and Use Tax	0.00
o Interest	0.00
TOTAL REVENUE	$1,627,449.64

EXPENDITURES:

o Payment on CID Bonds	$1,567,923.00
o Project Costs	16,274.50
o Operating Expenses	31,252.14
o Legal, Audit & Other Professional Fees	12,000.00
TOTAL EXPENDITURES	$1,627,449.64

DEVELOPMENT
DYNAMICS

SENT VIA CERTIFIED/RETURN RECEIPT

September 27, 2011

Lisa Westfall
City of Branson, Missouri
110 W. Maddux, Suite 205
Branson, MO 65616

Dear Lisa,

On January 23, 2008, the City of Branson, Missouri (the *"City"*) adopted Ordinance No. 2008-018 (the *"Ordinance"*) creating the Forsythe Road Community Improvement District (the *"District"*) as a political subdivision of the State of Missouri in accordance with the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the *"CID Act"*).

The purpose of this letter is to request that the enclosed budget of the District be submitted to the City Clerk for review and comment in accordance with Section 67.1471 of the CID Act.

Pursuant to Section 67.1471 of the CID Act, the District is required to submit to the City a proposed annual budget, setting forth expenditures, revenues and rates of assessments and taxes, if any, for the upcoming fiscal year. The City may review and provide written comments to the District on this proposed budget.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

Sandy Mohrmann
District Analyst

Enclosure

cc: File

1001 BOARDWALK SPRINGS PLACE
SUITE 50
O'FALLON, MO 63368

636.561.8602
636.561.8605
WWW.DEVELOPMENTDYNAMICS.ORG

In 2010, the District anticipates no expenses or revenue.

	2010 Budget
Income	
CID Sales Tax Revenue	0.00
Total Income	0.00
Expense	
Operational Expenses	
Administration	0.00
Insurance	0.00
Legal	0.00
Total Administration Expenses	0.00
Banking Fees	
Service Charge	0.00
Total Banking Fees	0.00
Total Expense	0.00
Net Income	0.00
Beginning Balance (Est)	$ -
Ending Balance (Est)	$ -

In 2011, the District anticipates no expenses or revenue.

	2011 Budget
Income	
CID Sales Tax Revenue	0.00
Total Income	0.00
Expense	
Operational Expenses	
Administration	0.00
Insurance	0.00
Legal	0.00
Total Administration Expenses	0.00
Banking Fees	
Service Charge	0.00
Total Banking Fees	0.00
Total Expense	0.00
Net Income	0.00
Beginning Balance (Est)	$ -
Ending Balance (Est)	$ -

In 2012, the District anticipates no expenses or revenue.

	2012 Budget
Income	
CID Sales Tax Revenue	0.00
Total Income	0.00
Expense	
Operational Expenses	
Administration	0.00
Insurance	0.00
Legal	0.00
Total Administration Expenses	0.00
Banking Fees	
Service Charge	0.00
Total Banking Fees	0.00
Total Expense	0.00
Net Income	**0.00**
Beginning Balance (Est)	$ -
Ending Balance (Est)	$ -

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL APPROVING CERTAIN DOCUMENTS ASSOCIATED WITH THE CITY OBTAINING A LOAN FROM THE MISSOURI DEVELOPMENT FINANCE BOARD AND THE LEASING OF CERTAIN PROPERTY AND IMPROVEMENTS OF THE CITY IN CONNECTION THEREWITH; AUTHORIZING THE CITY TO OBTAIN SUCH LOAN AND TO LEASE SUCH PROPERTY AND IMPROVEMENTS; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS AND THE TAKING OF CERTAIN ACTIONS IN CONNECTION THEREWITH.**

FIRST READING: **OCTOBER 25, 2011** **FINAL READING:** **NOVEMBER 7, 2011**

INITIATED BY: **LEGAL**

CITY ADMINISTRATOR RECOMMENDATION:

Replacement of this bill with a substitute bill.

STAFF REPORT:

This bill was originally presented to the Board on its first reading on October 25, 2011 with ranges provided in the document. A substitute bill has been drafted with the actual numbers inserted. See Substitute Bill 4003.

STAFF RECOMMENDATION:

Replacement of this bill with Substitute Bill No. 4003.

PROPOSED MOTION:

This Bill needs to be removed from the Consent Agenda. Move that Bill No. 4003 be considered as a substitute bill and replacement for Bill No. 3994 and that Bill No. 3994 be removed from the agenda.

FINANCIAL REVIEW: **N/A**

ATTACHED INFORMATION:

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL APPROVING CERTAIN DOCUMENTS ASSOCIATED WITH THE CITY OBTAINING A LOAN FROM THE MISSOURI DEVELOPMENT FINANCE BOARD AND THE LEASING OF CERTAIN PROPERTY AND IMPROVEMENTS OF THE CITY IN CONNECTION THEREWITH; AUTHORIZING THE CITY TO OBTAIN SUCH LOAN AND TO LEASE SUCH PROPERTY AND IMPROVEMENTS; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS AND THE TAKING OF CERTAIN ACTIONS IN CONNECTION THEREWITH.**

FIRST READING: **OCTOBER 25, 2011** **FINAL READING:** **NOVEMBER 7, 2011**

INITIATED BY: **LEGAL**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

STAFF REPORT:

Bill 3994 authorizes documents associated with the refunding bond issue. As described in the discussion related to Bill 3993, the final numbers for the Bonds will not be available until the day of the Board meeting on October 25th. Consequently, it does not allow enough time to complete the many documents related to the bond issue for final approval by the Board. The forms of the documents have been provided for first reading and, similar to our earlier process, on second reading we will have a substitute bill for Bill 3994 that will include all the documents in final form that we would request the Board consider for two readings on November 7th to meet the projected closing date of the bond issue, November 15th.

Representatives of Piper Jaffray & Co. and Gilmore & Bell, PC will be available for questions at both the October 25th and November 7th meetings.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: **N/A**

ATTACHED INFORMATION:

BILL NO. 3994 **ORDINANCE NO. _____**

AN ORDINANCE APPROVING CERTAIN DOCUMENTS ASSOCIATED WITH THE CITY OBTAINING A LOAN FROM THE MISSOURI DEVELOPMENT FINANCE BOARD AND THE LEASING OF CERTAIN PROPERTY AND IMPROVEMENTS OF THE CITY IN CONNECTION THEREWITH; AUTHORIZING THE CITY TO OBTAIN SUCH LOAN AND TO LEASE SUCH PROPERTY AND IMPROVEMENTS; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS AND THE TAKING OF CERTAIN ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Branson, Missouri (the "City"), is a political subdivision of the State of Missouri duly created, organized and existing under the constitution and laws of the State of Missouri; and

WHEREAS, at the request of the City, the Missouri Development Finance Board (the "Board") has previously caused the issuance and delivery of its $56,290,000 Infrastructure Facilities Revenue Bonds (City of Branson, Missouri), Series 2003A which are currently outstanding in the principal amount of $39,860,000 (the "Refunded Bonds"), the proceeds of which were used to fund a loan to the City pursuant to a Financing Agreement dated as of December 1, 2002 (the "Refunded Financing Agreement"); and

WHEREAS, the Board of Aldermen has previously approved through the passage of an ordinance on October 25, 2011 (the "Prior Ordinance") obtaining a loan (the "Loan") from the Missouri Development Finance Board (the "Board") for the purpose of refunding the Refunded Bonds and refinancing the obligations of the City under the Refunded Financing Agreement; and

WHEREAS, the Loan will be funded through the issuance of two series of the Board's Infrastructure Facilities Revenue Bonds (City of Branson, Missouri) (separately, the "Series 2011A Bonds" and the "Series 2011B Bonds" and collectively, the "Bonds"), with certain terms of the Loan and the Bonds being set forth in the Prior Ordinance and the Bond Purchase Agreement (the "Bond Purchase Agreement") executed pursuant to the passage of the Prior Ordinance; and

WHEREAS, the Board of Aldermen has determined that is necessary and desirable to continue in effect the lease of certain property of the City consisting of City Hall and a fire station (the "Leased Property") as security for the Loan, which Leased Property was also security for the loan authorized under the Refunded Financing Agreement; and

WHEREAS, the City will apply the proceeds of the Loan and certain other funds of the City to (1) refinance the Refunded Bonds and (2) pay the costs of incurring the Loan and issuing the Bonds; and

WHEREAS, the members of the Board of Aldermen hereby find and determine that it is necessary and advisable and in the best interests of the City and its inhabitants that the City obtain the Loan from the Board in the form and manner as hereinafter provided in order to

refinance the Refunded Bonds and prepay the City's obligations under the Refunded Financing Agreement, and in connection therewith to authorize the Mayor and other officers of the City to execute certain documents, as further described below, and to take certain actions in connection therewith.

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

Section 1: **Acknowledgment and Ratification of Prior Ordinance.** The Board of Aldermen hereby acknowledge and ratify the passage of the Prior Ordinance and the documents executed and actions taken pursuant to the passage thereof.

Section 2: **Authorization for Loan.** The City is hereby authorized to borrow from the Board the amount of the Loan set forth in the Prior Ordinance and the Financing Agreement for the purposes set forth therein and herein.

Section 3: **Authorization of Documents.** In connection with the Loan, the City is hereby authorized to execute and deliver the following documents:

(a) Exhibit "1" Financing Agreement dated as of November 15, 2011 between the Board and the City (the "Financing Agreement").

(b) Exhibit "2" Tax Compliance Agreement dated as of November 15, 2011 (the "Tax Compliance Agreement") among the Board, the City and the trustee named therein (the "Trustee").

(c) Exhibit "3" Continuing Disclosure Agreement dated as of November 15, 2011 (the "Continuing Disclosure Agreement") between the City and the Trustee, as Dissemination Agent.

(d) Exhibit "4" Release and Termination dated as of November 15, 2011 between the City and the Board (the "Release and Termination").

(e) Exhibit "5" Escrow Trust Agreement dated as of November 15, 2011 (the "Escrow Agreement") between the Board, City and the Escrow Agent named therein (the "Escrow Agent").

(f) Exhibit "6" Preliminary Official Statement.

(g) Exhibit "7" Base Lease (the "Base Lease") between the City and the Board.

(the "City Documents") in substantially the form presented to and submitted to the City and available for review by the Board of Aldermen (copies of which documents shall be filed in the records of the City), with such changes therein as shall be approved by the officers executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof.

The appropriate officials of the City are hereby authorized, if requested, to provide the purchaser of the Bonds a letter or certification deeming the information contained in the Preliminary Official Statement, with such changes as such officials shall approve, to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1) of the Securities and Exchange Commission to enable the purchaser to comply with the requirements of such Rule 15c2-12(b)(1), and to take such other actions or execute such other documents as such official in their reasonable judgment deem necessary to enable the purchaser to comply with the requirements of such Rule. The appropriate officials of the City are further authorized to execute the final Official Statement in substantially the form of the Preliminary Official Statement with such changes and additions thereto as are necessary to conform to and describe the transaction. The public distribution of the Preliminary Official Statement and final Official statement in connection with the Bonds is hereby approved.

Section 4: **Limited Obligations.** The City's obligation to make Loan Payments and Additional Payments under the Financing Agreement shall be subject to annual appropriation and shall not constitute a debt, liability or indebtedness within the meaning of any constitutional, statutory or charter debt limitation or restriction, all as more fully provided in the Financing Agreement.

Section 5: **Execution of Documents.** The Mayor is hereby authorized and directed to execute and deliver the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 6: **Security for the Loan.** The City's obligation to make Loan Payments and Additional Payments pursuant to the Financing Agreement shall be subject to annual appropriation as provided in the Financing Agreement.

Section 7: **Lease of Property.** For the purpose of securing the Loan, the Board of Aldermen authorizes the lease by the City of the Leased Property to the Board under the Base Lease. The City is further authorized to lease the leased property from the Board under the terms of the Financing Agreement.

Section 8: **Refunding, Defeasance and Payment of Refunded Bonds.** The officers, agents and employees of the City are authorized to take all actions to effect the refunding, defeasance and redemption and payment prior to maturity of the Series 2003A Bonds and prepayment of the City's obligations under the Refunded Financing Agreement. The officers of the City, including the Mayor, Finance Director and City Clerk are authorized and directed to take such actions as are necessary to terminate the existing Investment Repurchase Agreement that deals with the investment of funds in the debt service reserve fund for the Refunded Bonds.

Section 9: **Further Authority.** The officers, agents and employees of the City, including the Mayor, Mayor Pro-Tem, Finance Director and City Clerk are hereby authorized and directed to execute all documents, and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make any changes or additions in this Ordinance and the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they determine to be in the City's best interest, and the execution or taking of such action shall be conclusive evidence of such determination.

Section 10: **Severability.** If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 11: **Governing Law.** This Ordinance shall be governed exclusively by and constructed in accordance with the applicable laws of the State.

Section 12: **Effective Date.** This Ordinance shall take effect and be in full force from and after its passage by the Board of Aldermen.

Read this first time on this _____ day of _____, 2011.

Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this ____ day of _____, 2011.

_____
Raeanne Presley
Mayor

ATTEST:

_____
Lisa K. Westfall
City Clerk

APPROVED AS TO FORM:

By:_____
Gilmore & Bell, P.C.

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL APPROVING THE RENEWAL OF THE CONTRACT WITH R.J. SCHERR & ASSOCIATES FOR STATE LOBBYING SERVICES.**

FIRST READING: **OCTOBER 25, 2011** **FINAL READING:** **NOVEMBER 7, 2011**

INITIATED BY: **ADMINISTRATION**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

STAFF REPORT:

This bill is for the annual review and approval of the City's Consultant Agreement with R.J. Scherr & Associates for the purposes of assisting with the development and promotion of the City's legislative package, reviewing current legislation, recognizing bills that will be of an interest to the City, tracking legislation that impacts the City, informing the Board of Alderman and City Administrator on major legislation, assisting in the establishing of formal positions on legislative matters, arranging for committee testimony, preparing periodic written reports on the status of proposed legislation and actively lobbying for the passage or defeat of those bills on which the City has established a position, actively lobbying members of appropriate administrative agencies, introducing representatives of the City to state legislators, and attending any relevant meetings as requested by the City.

This is the final year of a five year contract, to be reviewed and approved annually by the Board of Aldermen. The financial impact for this year is in the amount of $31,752.00.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: 101-0510-510-2099

ATTACHED INFORMATION:

BILL NO. 3995 **ORDINANCE NO. _____**

AN ORDINANCE APPROVING THE RENEWAL OF THE CONTRACT WITH R.J. SCHERR & ASSOCIATES FOR STATE LOBBYING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME.

WHEREAS, The City of Branson accepted the bid proposal of R.J. Scherr & Associates for Professional State Lobbying Services on February 25, 2008; 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 renew 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 between the City of Branson and R.J. Scherr & Associates, attached hereto as Exhibit "1" for a total amount not to exceed $31,752.00 and authorizes the Mayor to execute the same.

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 _____, 2011.

Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this _____ day of _____, 2011.

_____
Raeanne Presley
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
William T. Duston
City Attorney

Exhibit "1"

Master CMF # 2008-008
CMF # _____

NOTICE OF CONTRACT RENEWAL
SERVICES CONTRACT

THIS RENEWAL made and entered into this _____ day of _____, 2010, by and between the City of Branson, Missouri (the "City") and **R.J. Scherr & Associates** ("Service Provider") for renewal period **Five** from **January 1, 2012** to **December 31, 2012.**

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 as referenced in the original contract, attached as **Exhibit 1.**

2. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum **of Thirty One Thousand Seven Hundred Fifty Two Dollars ($31,752.00).**

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: _____
Name: R.J. Scherr + Associates
Address: 101 E. High, Jefferson City, MO
Phone: 573-636-6200

ATTEST:

_____
Lisa K Westfall
City Clerk

CITY OF BRANSON, MISSOURI

_____
Raeanne Presley, Mayor

APPROVED AS TO FORM:

_____
William T. Duston
City Attorney

CONSULTANT AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of February, 2008, by and between the City of Branson, Missouri (the "City") and R. J. Scherr & Associates ("Consultant").

WITNESSETH:

THAT, WHEREAS, the City of desires to engage the Consultant to render certain lobbying services hereafter described in **Exhibit A**; and

WHEREAS, the Consultant 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 Consultant as follows:

1. **Services.** The City agrees to engage the services of the Consultant and the Consultant agrees to perform the services hereinafter set forth in **Exhibit A**.

2. **Addition to Services.** The City may add to the Consultant services or delete therefrom activities of a similar nature to those set forth in **Exhibit A**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 6 hereof. The Consultant shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the office of the City Administrator and shall be accepted and countersigned by the Consultant.

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 Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

4. **Personnel.** The Consultant represents that Consultant will secure at Consultant's own expense, all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Consultant. All of the services required hereunder will be performed by the Consultant or under Consultant'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 services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

5. **Term.** This is a five (5) year contract, to be reviewed and approved annually by the Board of Aldermen. The services of the Consultant 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 services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as **Exhibit A**.

6. **Costs not to Exceed.** The City has established a fixed sum for this contract which cannot be exceeded unless this contract is amended. The Consultant shall be required to keep track of the amount of work billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Consultant shall notify the City if Consultant 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 Consultant shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each billing.

7. **Payment.**

A. Conditioned upon acceptable performance. The City agrees to pay the Consultant in accordance with the terms set forth in Exhibit A, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Consultant for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered 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 services 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 Consultant under the terms of this contract exceed the sum of Twenty Eight Thousand Eight Hundred Dollars ($28,800.00) (except as allowed in Exhibit A under "Payment") per year.

8. **Termination of Contract.** Either party may terminate this contract upon 30 days written notice for any reason. Such notice shall specify the date of termination. In the event of termination, Consultant shall be entitled to receive reasonable compensation for services actually rendered and expenses incurred, otherwise comparable under this contract.

9. **Conflicts.** Consultant 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 services to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having such interest shall be employed. Additionally, Consultant covenants that it presently has no direct involvement with lobbying for any gaming interest or the adult entertainment industry. The City believes any such involvement is in conflict with City values and will cause the termination of this Contract.

10. **Statements and Reports.** Consultant shall be responsible for filing with federal and state agencies all statements and reports concerning Consultant's lobbying activities with respect to the work performed on behalf of the City and shall hold harmless and indemnify the City with respect to any damages to the City because of Consultant's failure to file any such statement or report.

11. **Assignment.** The Consultant 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.

12. **Confidentiality and Ownership of Documents.** Any reports, data, design or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

13. **Discrimination.** The Consultant 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 Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

14. **General Independent Contractor Clause.** This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Consultant 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.

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

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

A. In no event shall the City be liable to the Consultant 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 Consultant shall defend, indemnify, and hold the City harmless from and against all claims, losses, and liabilities arising out of personal injuries, including death, and damage to property which are caused by the Consultant arising out of or in any way connected with this contract. Consultant 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 Consultant.

C. The Consultant shall indemnify and hold the City harmless from all wages or overtime compensation due Consultant's employees in rendering services pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

17. **Notices.** All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Consultant at the addresses shown below. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 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.

To Consultant:	Randy Scherr R. J. Scherr & Associates P.O. Box 1543 Jefferson City, MO 65102
To City:	City Administrator City of Branson 110 W. Maddux Street Branson, MO 65616
With a Copy to:	City Attorney City of Branson 110 W. Maddux Street Branson, MO 65616

18. **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.

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.

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

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

Approved as to Form:

Paul D. Link
City Attorney

Attest:

Lisa K. Westfall, City Clerk

CITY OF BRANSON INCORPORATED 1912 MISSOURI

City of Branson, Missouri

By: _____
Raeanne Presley, Mayor

Consultant:

By: _____
Name: Randy Schenk
Address: 101 E. High
Box 1543, Jefferson City MO 65102
Phone: 573-636-2822
Fax: 573-636-9749
Tax ID or SSN. 43-1360120

F:\CONTRACTS\AGREEMENTS\Schenk R. J. & Assoc
Legislative Consultant Agreement 020108.doc

Exhibit "A"

Scope of Services:

1. Assist representatives of the City of Branson in developing and promoting the legislative package of the City of Branson.

2. Review all legislation introduced in the 2008 - 2009 term for the purpose of recognizing bills that will be of interest to the City.

3. Inform the Mayor, City Administrator, and other appropriate City staff of proposed legislation affecting the City of Branson and its operations.

4. Review with those persons designated by the City of Branson all bills of interest to the City of Branson.

5. Monitor and track all legislation that impacts the City of Branson. Apprize the Mayor and City Administrator of major bills relating to Taney County, and other governmental entities in the surrounding area that affect the City, including Springfield.

6. Inform and consult the City Attorney on major legal legislation.

7. Upon request, provide assistance to the Board of Aldermen, Mayor, and City Administrator to establish formal positions on legislative matters and lobby individual legislators to convey the City's viewpoints on proposed legislation.

8. Notify those persons designated by the City of Branson of all committee hearings and relevant meetings being held on bills or issues of interest to the City of Branson.

9. Assist Board of Aldermen members, Mayor, City Administrator and other City staff in preparing and arranging committee testimony. Upon request, present testimony to legislative committees on behalf of the City.

10. Prepare periodic written reports on the status of proposed legislation.

11. Actively lobby for passage or defeat of those bills on which the City of Branson has established a position. Active lobbying includes, but is not limited to:

(a) Seeking input, bill analysis, etc., by memo or phone call.

(b) Presenting oral or written testimony to appropriate legislative committees as requested by representatives of the City of Branson.

(c) Presenting position statements to legislators, legislative staff, the Governor, Lieutenant Governor, and executive branch staff.

(d) Working with other group representatives on issues of similar interest as directed by representatives of the City of Branson.

12. Actively lobby members of any appropriate administrative agency as directed by representatives of the City of Branson.

13. Be available to introduce any representatives of the City of Branson to state legislators or other government officials upon request.

14. Attend relevant meetings as requested by representatives of the City of Branson.

Payment:

The City agrees to pay the Consultant the sum of Twenty Eight Thousand Eight Hundred Dollars ($28,800.00) per year for services rendered, based on the receipt of detailed monthly invoices received from R.J. Scherr & Associates. Upon receipt of each monthly invoice, a monthly payment of $2,400.00 will be paid and credited to said billing, with the first payment due on the effective date of this agreement, with subsequent payments each month thereafter, for a total of twelve monthly payments. Verified and detailed out of pocket expenses for travel, meals, and lodging shall be reimbursed, but in no event shall the total reimbursement for expenses and consideration paid for services exceed $3,500.00 per year. The City Administrator shall be authorized to reimburse additional expenses incurred by the Consultant for special requests that are beyond the normal scope of services described in this exhibit, but only if authority to incur such expenses was approved by the City Administrator prior to their expenditure.

A 5% increase will go into effect at the beginning of the 4th year making the yearly amount for services rendered for the 4th year a total of Thirty Thousand Two Hundred Forty Dollars ($30,240.00) making the monthly payment $2,520.00 for the 4th year.

An additional 5% increase will go into effect at the beginning of the 5th year making the yearly amount for services rendered for the 5th year a total of Thirty One Thousand Seven Hundred Fifty Two Dollars ($31,752.00) making the monthly payment $2,646.00 for the 5th year.

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC. PERTAINING TO THE MEADOWS WATER TREATMENT PLANT INTAKE SEDIMENT INVESTIGATION**

FIRST READING: **OCTOBER 25, 2011** **FINAL READING:** **NOVEMBER 7, 2011**

INITIATED BY: **ENGINEERING**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

STAFF REPORT:

The flooding events that occurred earlier this year resulted in the deposit of up to 5 feet of sand and gravel over the top of the intake structures in Lake Taneycomo for the Meadows Water Treatment Plant. Although water is able to seep through this sediment, it has reduced the capacity of the treatment plant. By implementing additional procedures, the plant operators are able to use line cleaning systems to keep the water flowing and meet the water demands of the city. However the plant is not operating efficiently and sediment is causing damage to the treatment plant pumps.

The Capital Improvements Committee discussed the issue and the committee unanimously voted to recommend that Burns & McDonnell be awarded a contract to perform lake depth and sediment measurements, do sediment sampling and develop recommendations for possible solutions. If the best solution is the design and construction of modifications to the intakes, those will be separate additional contracts. Burns & McDonnell was the original design firm for the intakes and therefore was chosen because they have the necessary historical design information. *Excerpt from Capital Improvement Committee minutes of August 8, 2011: Alderman Bob Simmons made the motion for staff to negotiate a contract with Burns & McDonnell for the sediment analysis and recommendations for solutions. Motion seconded by committee member Nelda Lies. Vote – all yeas, no opposed.*

A contract for the engineering work has been negotiated with Burns & McDonnell in the amount of $28,700. Funds in the Utility Department Water Maintenance account are available for this expense.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: **620-4320-570.20-99**

ATTACHED INFORMATION:

BILL NO. 3996 **ORDINANCE NO._____**

AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE CITY OF BRANSON AND BURNS & MCDONNELL ENGINEERING COMPANY, INC. FOR THE MEADOWS WATER TREATMENT PLANT INTAKE SEDIMENT INVESTIGATION AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, flooding events on Lake Taneycomo in 2011 resulted in the accretion of sand, gravel and sediment over the Meadows Water treatment Plant intake structures which is causing damage and operational inefficiencies in the water treatment process; and

WHEREAS, a contract to perform lake depth and sediment measurements, provide sediment sampling and develop recommendations for a solution by Burns & McDonnell Engineering Company has been recommended for approval by the Capital Improvements Committee; and

WHEREAS, the Board of Aldermen desire to award the contract for the intake sediment investigation.

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 an Agreement with Burns & McDonnell Engineering Company, Inc. for the Meadows Water Treatment Plant Intake Sediment investigation in the form attached as Exhibit "1".

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

Read, this first time on this ____ day of _____, 2011.

Read, this second time, passed and truly agreed to by the Board of Aldermen of City of Branson, Missouri this ____ day of _____, 2011.

_____
Raeanne Presley
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
William T. Duston
City Attorney

Exhibit "1"

ROUTING ORDER	(1) CITY CLERK	(2) FINANCE DEPARTMENT	(3) CITY ATTORNEY
	(4) CITY ADMINISTRATOR	(5) ORIGINATING DEPT.	(6) CONTRACTOR
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
(X) NEW CONTRACT		( ) RENEWAL OF CONTRACT NO	

CITY	CONSULTANT
CITY OF BRANSON	NAME: BURNS & MCDONNELL ENGINEERING
110 W. MADDUX, SUITE 310	ADDRESS: 8400 WARD PARKWAY
BRANSON, MO 65616	KANSAS CITY, MO 64114
PHONE: (417) 337-8559	PHONE: 816-333-9400
FAX: (417) 337-8181	FAX: 816-822-3419
CONTRACT ADMINISTRATOR: DAVID MILLER, P.E.	ATTN: STEVE YONKER, P.E.
DEPT: ENGINEERING	SSN/EIN:_____

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT made as of the _____ day of _____, 20___, by and between the City of Branson, Missouri (hereinafter called OWNER) and __Burns & McDonnell Engineering Company, Inc.__, specializing in consulting engineering services (hereinafter called ENGINEER).

OWNER requires professional engineering services in connection with a Taneycomo Lake Site Investigation of the Meadows Water Treatment Intake Structure.

Therefore, OWNER and ENGINEER in consideration of their mutual covenants agree as follows:

ENGINEER shall serve as OWNER'S professional engineering consultant in those assignments to which this Agreement applies, and shall give consultation and advice to OWNER during the performance of their services. All services shall be performed under the direction of a professional engineer registered in the State of Missouri and qualified in the particular field.

SECTION I – AUTHORIZATION OF SERVICES

1.1 Services on any assignment shall be undertaken only upon written authorization of OWNER and agreement of ENGINEER.

1.2 Assignments may include services described hereunder as Basic Services or as Additional Services of ENGINEER.

SECTION 2 – BASIC SERVICES OF ENGINEER

2.1 General

2.1.1 Perform professional design services in connection with the specifically authorized Project as

hereinafter stated which shall include normal civil engineering services and related design services incidental thereto. The scope of work to be provided is attached and will include lake depth and sediment measurements, screening of restoration alternatives and agency consultation and meetings with city staff.

SECTION 3 – ADDITIONAL SERVICES OF ENGINEER

3.1 General
If authorized in writing by OWNER and agreed to in writing by ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services. The scope of Additional Services may include:

3.1.1 Administrative Assistance
Provide contract and project administration to the degree authorized by OWNER.

3.1.2 Prepare to serve or serving as a witness for OWNER in any litigation or other proceedings involving the Project.

3.1.3 Extra Services
Services not specifically defined heretofore that may be authorized by OWNER.

SECTION 4 – RESPONSIBILITIES OF OWNER

OWNER shall, within a reasonable time, so as not to delay the services of ENGINEER:

4.1 Provide full information as to his requirements for the Project.

4.2 Assist ENGINEER by placing at his disposal available information pertinent to the assignment including previous reports and any other data relative thereto.

4.3 Guarantee access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services under this Agreement.

4.4 Examine all reports, sketches, estimates, drawings, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto.

4.5 Provide such professional legal, accounting, financial and insurance counseling services as may be required for the Project.

4.6 Designate in writing a person to act as OWNER'S representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

4.7 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the Project.

4.8 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

4.9 Furnish or direct ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.

SECTION 5 – PERIOD OF SERVICE

5.1 This Agreement will become effective upon the first written notice by OWNER authorizing services hereunder.

5.2 This Agreement shall be applicable to all assignments authorized by OWNER and accepted by ENGINEER subsequent to the date of its execution and shall be effective as to all assignments authorized prior to the completion date. All assignments authorized prior to the completion date, even if to be performed in whole or in part subsequent to the completion date, shall be governed by the terms and conditions of this Agreement. At the completion date, upon mutual agreement of the parties hereto, this Agreement may be extended, renegotiated or terminated. Such extension, renegotiation or termination shall not have any effect upon assignments authorized prior to the completion date.

5.3 Performance time for individual assignments shall be agreed upon at the time of authorization. Work shall be started within ten (10) days of authorization of Notice to Proceed.

5.4 ENGINEER shall complete the investigation within ninety (90) days of the date of execution of this Agreement provided that OWNER has met its responsibilities as outlined in Section 4.

SECTION 6 – PAYMENTS TO ENGINEER

6.1 Amount of Payment
For services performed, OWNER shall pay ENGINEER the sum of amounts determined as follows:

6.2 Maximum Amount of Payment
Payment for services rendered under this Agreement shall be subject to the following limitations:

6.2.1 For services performed in Section 2 total payment to the ENGINEER shall not exceed $28,700.00, without formally amending this Agreement.

6.2.2 The maximum amount of payment for services other than those listed in 6.2.1 will be established at the time of authorization of those services.

6.3 Method of Billing

6.3.1 A monthly statement shall be rendered by the ENGINEER to OWNER for payment covering all engineering services performed during that month.

6.4 Payment

6.4.1 Payment for engineering services shall be due 30 days after receipt of billing and acceptance of the ENGINEER'S work.

6.4.2 Any unsettled claims pertaining to additional services shall not constitute a basis for nonpayment of statements covering authorized work.

SECTION 7- GENERAL CONSIDERATIONS

7.1 Estimates
Since ENGINEER has no control over the cost of labor, materials, or equipment, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not guarantee that the bids or the project construction cost will not vary from cost estimates prepared by him.

7.2 The ENGINEER shall indemnify and save the OWNER harmless from and against any

and all losses, damages, expenses and costs, including reasonable attorneys' fees, arising from (1) claims under the Workmen's Compensation Act and (2) claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the ENGINEER'S employees or of any person other than his employees and (3) from claims for damages because of injury to or destruction of tangible property but only to the extent that any such losses, damages, expenses and costs are the result of a negligent act, error or omission of ENGINEER.

7.2.1 The ENGINEER assumes full responsibility for relations with any third parties acting as subcontractors, agents, suppliers or laborers of the ENGINEER, and shall indemnify and save harmless the OWNER from and against, any and all damages, costs (including reasonable attorneys' fees), losses, outlays, and expenses caused by the negligent acts or omissions of such third parties.

7.2.2 Limitation of Liability. In no event shall ENGINEER or its subconsultants of any tier be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental, exemplary or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment, systems or power.

In recognition of the relative risks and benefits of the project to both the OWNER and the ENGINEER, the risks have been allocated such that the OWNER agrees, to the fullest extent permitted by law, to limit the liability of the ENGINEER to the OWNER for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including without limitation attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of the ENGINEER to the OWNER shall not exceed US$280,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. This limit of liability shall not be construed to limit the liability of any insurer below the limits set forth in Section 7.6.

The waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability and indemnity and hold harmless obligations expressed in this Agreement have been bargained for by the Parties, represent the agreement of the Parties with respect to a fair allocation of risks, and shall apply even in the event of the fault, negligence (in whole or in part), strict liability, breach of Agreement, or otherwise of the Party released or indemnified or whose liability is waived, disclaimed, limited, apportioned, indemnified or held harmless, and shall extend to such Party and its Affiliates and its and their officers, directors, employees, agents and representatives.

7.3 Suspension of Services

Should OWNER fail to fulfill his responsibilities as provided under Section 4 to the extent that ENGINEER is unduly hindered in his services or if OWNER fails to make any payment to ENGINEER on account of his services and expenses within 90 days after receipt of ENGINEER'S bill therefore, ENGINEER may, after giving seven days' written notice to owner, suspend or, at its sole discretion, terminate the services under this Agreement. If suspended, such suspension shall endure until OWNER has satisfied his obligations under this Agreement or ENGINEER has terminated this agreement.

7.4 Termination

This Agreement may be terminated by either party by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Agreement may also be terminated if the OWNER and ENGINEER fail to agree on the maximum amount of payment under 6.2.2. If this Agreement is so terminated, ENGINEER shall be paid as provided under Section 6 for all services rendered and expenses incurred to the date of receipt of notice of termination plus reasonable close-out and

termination expenses that are approved by OWNER, which approval shall not be unreasonably withheld.

7.5 Ownership of Documents
All documents, including original drawings, estimates, specifications, written design criteria and written reports are and remain the property of the ENGINEER until such time as this Agreement is, for any reason, terminated, at which time they become the property of the OWNER. The ENGINEER shall furnish to the OWNER a set of reproducible record prints of drawings and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the OWNER will use them fully in connection with the project and will not sell them, reuse or permit the reuse of said documents by others in connection with another facility. The transfer of ownership of documents shall not constitute the transfer of any ownership or granting of a license in any proprietary rights that the ENGINEER may have in any data, designs, processes or other information incorporated in the documents.

7.6 Insurance
The ENGINEER will secure and maintain such insurance with a company licensed to do business in the State of Missouri. The policy shall meet the scope or extent of the city's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo (Supp 1995). The City of Branson must be named as additional insured on ENGINEER's Commercial General Liability and Automotive Liability insurance policies. OWNER and ENGINEER release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of ENGINEER's services.

7.7 No salaried officer or employee of the City, shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

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

7.9 The ENGINEER is an independent contractor and nothing contained herein shall constitute or designate the ENGINEER or any of its agents or employees as agents or employees of the City of Branson, Missouri.

7.10 The ENGINEER shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workmen's Compensation Program of the City.

7.11 Successor and Assigns
OWNER and ENGINEER each binds himself and his successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement, except as above, neither OWNER nor ENGINEER shall assign, sublet or transfer his interest in the Agreement without the written consent of the other.

7.12 Notices
All notices required to be in writing may be given by first-class mail addressed to City at 110 W. Maddux, Branson, Missouri, and ENGINEER at 9400 Ward Parkway, Kansas City, MO 64114. The date of delivery of any notice shall be upon receipt by the recipient.

7.13 Jurisdiction

This Agreement and every questions arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Agreement be adjudicated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

7.14 Extent of Agreement

This Agreement represents the entire and integrated agreement between OWNER and ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both OWNER and ENGINEER.

IN WITNESS WHEREOF, the City of Branson, by and through its Mayor, and Burns & McDonnell Engineering Company, Inc. by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF BRANSON, MISSOURI

By _____
Raeanne Presley, Mayor

Attest:

_____
Lisa K Westfall
City Clerk

BURNS & MCDONNELL ENGINEERING

By _____

Approved as to Form:

_____
William T. Duston
City Attorney

SCOPE OF WORK
RIVER/LAKE SEDIMENT SITE INVESTIGATION
LAKE TANEYCOMO WATER INTAKE STRUCTURE
CITY OF BRANSON, MISSOURI

PROJECT UNDERSTANDING

Burns & McDonnell Engineering Company, Inc. (Burns and McDonnell) understands that the existing water intake structures for the City of Branson (City) have been recently covered with sand and gravel bed loads. The excessive bed load is believed to be caused by larger than normal spring rain releases from Table Rock Lake and associated upstream stream bank erosion. The resulting impact has been to deposit eroded sand and gravel in a major portion of the Lake Taneycomo channel which has restricted the surface area of two water intake screens. Attempts to hydraulically remove (dredge) the sediments around the screens in conjunction with approval by the U.S. Army Corps of Engineers was unsuccessful due to accreted sediments that continually fill displaced sediments removed by dredging. Therefore, there is a need to quantify the condition of sediment deposits on and around the water intake screens in order to better understand the problem and explore possible solutions to restore their function. Burns & McDonnell will assist the City in this effort by performing a bed load study and preparing preliminary alternative screening.

It should be noted that the U.S. Army Corps of Engineers (USACE), Little Rock District, is the permitting authority pursuant to Section 404 of the Clean Water Act. It is assumed that the following investigations can be carried out in conformance with Nationwide Permit 6, Survey Activities. Proposed work will be coordinated with the Little Rock District, USACE.

SCOPE OF WORK

Burns & McDonnell will perform tasks identified in the following scope of work:

1. Lake Depth and Sediment Measurements
2. Screening of Restoration Alternatives
3. Agency Consultation and Meetings

TASK 1 - LAKE DEPTH AND SEDIMENT MEASUREMENTS

Lake depth soundings, sediment thickness measurements, sediment cores, and sediment samples will be collected from around the water intake structures, as well as unspecified distance upstream and downstream. Sediment samples will be sent to a geotechnical laboratory for grain size gradation.

A. Bathymetric Map

A bathymetric map will be prepared from depth soundings collected using a boat-mounted, integrated sonar and global positioning system (GPS). The GPS uses real-time differential correction and typically has sub-meter accuracy. Depth, latitude, and longitude data points will be collected at approximately one-second intervals as the boat is piloted around and across the lake. The field data will be analyzed by software specifically designed to produce bathymetric depth contours. The bathymetric contours will then be imported into a geographic information system (GIS) for further analysis and presentation. Based on the surface area of each depth contour interval, the volume of the lake will be calculated. Sediment volume will be calculated by comparing the current lake bottom contours to the original lake bottom contours using GIS, pursuant to available original contour data.

B. Sediment Sampling

The physical characteristics of the sediments determine the suitability of the sediments for particular types of dredging. Five sediment core samples will be collected in 1.25-inch diameter plastic core tubes or by Eckman dredge or other suitable sampling device(s). Core tubes can be up to 5 feet long depending on anticipated sediment thickness. The core samples will be stored upright in clear plastic tubes to allow disturbed surface sediments to settle. Water above the sediments will then be decanted and the cores tubes cut open. The core samples will then be measured for length and described in terms of variations in color and texture. Three sediment samples from the cores will then be collected and sent to a geotechnical laboratory for grain size particle and gradation determinations. Data from the sediment analysis will be necessary for assessing the type and cost of dredging and disposal.

TASK 2 – ALTERNATIVE SCREENING

Based on the information gathered in Tasks 1 and review of existing available information concerning the construction of the water intake structures, a list of alternatives for controlling sediment and restoring the intake function will be developed. The alternatives will be submitted to the City for review and may include, but is not necessarily limited to:

- methods of removing accumulated and accreted sediments including both hydraulic dredging and mechanical excavation
- diffused aeration and hydraulic jet systems to control accumulated sediments
- modifications to the existing intake such as larger, graded screens and underwater intake basins

TASK 3 – AGENCY CONSULTATIONS AND MEETINGS

Upon request by the City, Burns & McDonnell will attend one consultation meeting with U.S. Army Corps of Engineers, Missouri Department of Conservation, Missouri Department of Natural Resources and others as appropriate to discuss the findings of the sediment investigation and screening of alternatives.

Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	$56.00
Technician *	6	64.00
Assistant *	7	76.00
	8	107.00
	9	117.00
Staff *	10	129.00
	11	145.00
Senior	12	156.00
	13	166.00
Associate	14	179.00
	15	188.00
	16	193.00
	17	200.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. Project time spent by corporate officers will be billed at the Level 17 rate plus 25%.
4. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
5. A technology charge of $9.95 per labor hour will be billed for normal computer usage, computer aided drafting (CAD) long distance telephone, fax, photocopy and mail services. Specialty items (such as web and video conferencing) are not included in the technology charge.
6. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
7. The services of contract/agency personnel shall be billed to Owner according to the rate sheet as if such contract/agency personnel is a direct employee of Burns & McDonnell.
8. The rates shown above are effective for services through December 31, 2011, and are subject to revision thereafter.

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL ACCEPTING THE PROPOSAL OF CINTAS CORPORATION PERTAINING TO THE RENTAL OF UNIFORMS, MATS AND SHOP TOWELS FOR THE CITY'S PUBLIC WORKS, PARKS AND UTILITIES DEPARTMENTS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

FIRST READING: **OCTOBER 25, 2011** **FINAL READING:** **NOVEMBER 7, 2011**

INITIATED BY: **ENGINEERING**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

STAFF REPORT:

Four bids were received on August 26, 2011 for the rental of uniforms, mats and shop towels for the Public Works, Parks and Utilities Departments. The lowest overall bid for this service was submitted by CINTAS Corporation. Low bid meets all specifications. Staff recommends bid award to CINTAS Corporation. Estimated costs are $23,000.00 for the contract period ending December 31, 2012. Funds are budgeted to cover this expense.

Contained in the Request for Bid were options for up to two additional contract renewal periods. Review and approval by the Board of Aldermen is required prior to entering into a renewal of the contract.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: Various 20-74 accounts

ATTACHED INFORMATION:

BILL NO. 3997 **ORDINANCE NO. _____**

AN ORDINANCE ACCEPTING THE PROPOSAL OF CINTAS CORPORATION PERTAINING TO THE RENTAL OF UNIFORMS, MATS AND SHOP TOWELS FOR THE CITY'S PUBLIC WORKS, PARKS AND UTILITIES DEPARTMENTS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson accepted the proposal of CINTAS Corporation for rental uniforms, mats and shop towels for the City's Public Works, Parks and Utilities Departments for the City of Branson; and

WHEREAS, of the proposals which were received, CINTAS Corporation 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 CINTAS Corporation to provide rental uniforms, mats and shop towels for the City's Public Works, Parks and Utilities Departments for a total amount not to exceed $23,000.00 in the form attached as Exhibit "1" and authorizes the Mayor to execute the contract.

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

Read, this first time on this _____ day of _____, 2011.

Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this _____ day of _____, 2011.

_____
Raeanne Presley
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 _____, 2011, by and between the City of Branson, Missouri (the "City") and **Cintas** ("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 January 1, 2012 to December 31, 2012, with the option to renew two (2) additional years, at one (1) year intervals. Each additional year will require a contract and Board 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 **Twenty Three Thousand Dollars ($23,000.00).**

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 neglience of the Service Provider arising out of or in any way connected with this contract. Service Provider further agrees to defend, indemnify and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this contract to the Service Provider.

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

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

A. General Liability Insurance with a company licensed to do business in the State of Missouri with limits of liability not less than two million five hundred nine thousand one hundred eighty-six dollars ($2,509,186.00) 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 five hundred nine thousand one hundred eighty six dollars ($2,509,186.00) 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. **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: Chris Wilson

Name: CHRIS WILSON

Address: 4600 E. Mustard Way
Springfield, MO. 65803

Phone: 417-831-4040

Fax: 417-863-9980

Tax ID: 31-1703809

CITY OF BRANSON, MISSOURI

Raeanne Presley
Mayor

ATTEST:

Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

William T. Duston
City Attorney

Exhibit "A"

CINTAS
4600 E. Mustard Way
Springfield, MO 65803

SCOPE OF WORK

1. General Requirements:

CINTAS shall provide uniform clothing rental services, shop towels and mats in accordance with the terms and conditions of this contract.

1.1 CINTAS shall furnish, launder, and maintain rental uniforms as specified herein. Uniforms are defined to include short and/or long sleeved shirts, Dickey®, blue jean or carpenter style long pants, and jackets or vests or combination of one each. Women's clothing in women's sizes must be available.

1.2 The City cannot guarantee the number of employees, which may require uniforms. However, the City estimates 12 supervisors, 50 full time, plus 6 seasonal employees. Seasonal employees work approximately six (6) months during the year.

1.3 CINTAS explicitly understands and agrees that the City shall have the right to increase or decrease the number of uniforms required as deemed necessary throughout the effective period of the contract due to termination or hiring of employees. Newly hired or seasonal employee contracts will not go into effect until their first delivery of properly fitted clothing; retroactive charges will not be accepted.

1.4 CINTAS must secure all necessary licenses, permits, etc, and maintain compliance with all applicable federal, state, and local laws, rules and regulations related to the performance of the contract.

2. Specific Requirements:

2.1 CINTAS must provide each employee with eleven (11) shirts, eleven (11) pair of pants, and two (2) jackets or vests or combination of one each, as set forth below. Departments may be separated by different colors of uniform shirts. Upper level supervisors shall be provided eleven (11) pairs of pants, (blue jeans, Dickey® or carpenter) along with eleven (11) dress type pocket shirts which may be of a different style and which may be of different color(s).

2.2 Shirts: must be a button type (no metal parts) with long tuck-in tail. Employees shall have the option of selecting long sleeves, short sleeves, or a combination of both. Employees shall also have the option of selecting a 65% polyester 35% cotton blend or 100% cotton shirt. Public Works and Utilities Departments will have the same style of shirts but different colors. The Parks Department requires polo type shirts in a 50% polyester 50% cotton blend and also having the option of selecting long sleeves, short

sleeves, or a combination of both. Supervisors shall have the option of the button type shirts or polo type shirt with no logo or name emblems. Again, Public Works and Utilities Departments supervisors will have the same style of shirts but in a variety of different colors.

2.3 Emblems: Uniform costs must include the initial application of name/city emblems for any employee. If a status change is made (transfer to a different dept.) or a new hire (hired after the initial start of the contract) the cost to affix a name/city emblem, per piece, should be indicated on the pricing page. (Ref. 002)

2.4 Pants: employees shall also have the option of selecting a 7 oz. 65% polyester 35% cotton blend, 11 oz. 100% cotton pant, or 11.75 oz. 100% cotton carpenter pant.

2.5 CINTAS **must** accurately **measure each** employee requiring uniforms at a time and location acceptable to the City, and not ask for the size the individual wants. Women's sizes in women's clothing **must** be available. CINTAS must have all sizes (including large) available in men's and women's sizes for employees to try on the day the measurements are taken, failure to comply with this requirement shall be construed as a breach and may result in termination of the contract.

2.6 CINTAS shall maintain all uniforms in a manner acceptable to the City. Repairs must be neatly done with the thread and/or material of the same matching color as the item being repaired. Replacement shall be new and not used either by another company or employee. All repairs must be completed by the next delivery date so that all employee uniform items in the possession of CINTAS are returned to the employee each week.

2.7 CINTAS shall, as a matter of routine, replace uniforms, which are worn out or otherwise unsuitable for wear with new uniforms at no additional cost to the City. CINTAS shall also replace, at no additional cost to the City, any uniform item, which does not fit due to shrinkage.

2.8 CINTAS must exchange uniform items, which become ill fitted due to weight loss or gain, one time per year per employee, at no additional cost. The City will pay for exchanges in excess of one time per year per employee.

2.9 CINTAS must have adequate quality control to ensure that all broken buttons, broken zippers, open seams, or torn garments are repaired. Stained, worn out or unserviceable uniforms are repaired or replaced prior to the delivery to the individual employee. A lack of adequate quality control on the part of CINTAS shall be construed as a breach and may result in termination of the contract.

2.10 CINTAS must provide uniform delivery services on a weekly basis. Soiled uniforms must be picked up and replaced with clean uniforms each week on a consistent day of the week, as agreed upon by the City and CINTAS, with variance for holidays as necessary. Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday, excluding City recognized holidays. CINTAS is required to

make deliveries at eight (8) work site locations as follows;

Utilities Department (Compton Drive)
Public Works Street/Recycle Department (Compton Drive)
Compton Wastewater Treatment Plant (Compton Drive)
Branson City Hall (Maddux Street)
Public Works Vehicle Maintenance/Building Maintenance (Stockstill Lane)
Cooper Creek Wastewater Treatment Plant (Fall Creek Road)
Meadows Water Treatment Plant (Fall Creek Road)
Parks and Recreation (Branson Hills Parkway)

2.11 CINTAS must provide an itemized delivery and pickup ticket for each delivery to the Public Works office and the Utilities office located at 616 West Pacific. The ticket must specify the number of items delivered and picked up to each location for each employee of that work site. CINTAS shall not deliver or pick up any items without the delivery and pickup tickets being signed by an authorized representative of the Public Works and/or Utilities department. The City will provide CINTAS with an itemized pickup ticket listing the items at the time of pick up if no discrepancies are noted at that time the pickup ticket will be deemed accurate by both parties.

2.12 Material Safety Data Sheets (MSDS) must be supplied to the City of Branson Utilities Office for all chemicals used in the laundering process.

2.13 CINTAS must take necessary measurements and provide new, clean (laundered) uniforms to new employees (hired after initial start of this contract) within fifteen (15) working days following notification by the City.

2.14 CINTAS will be notified of employees no longer employed with the City within one workweek. Employees will be required to return all uniforms to their supervisor, and the supervisor will be responsible for returning the uniforms to CINTAS within fourteen (14) days after the end of service with the City.

2.15 CINTAS will be paid for services actually provided in accordance with applicable contract prices.

2.16 CINTAS will be paid the replacement value as specified in the contract for uniform items not returned by former employees.

2.17 The City will be responsible for payment to CINTAS for any uniform item destroyed or lost, but not due to normal wear and tear, per the itemized pickup ticket (ref. paragraph 2.11). Such payment shall be equal to the uniform item replacement value stated in the contract. CINTAS understands and agrees that no payment or reimbursement other than that specifically provided for in the contract shall be made.

2.18 CINTAS must state the replacement value of each uniform item for each potential contract year.

	1st Year	2nd Year	3rd Year
Men's/Women's 65/35 polycotton work shirt:	$ 13.00	$ 13.00	$ 13.00
Men's/Women's 100% cotton work shirt:	$ 15.00	$ 15.00	$ 15.00
Men's/Women's 50/50 polycotton work shirt:	$ 13.00	$ 13.00	$ 13.00
Men's/Women's polycotton pant:	$ 15.00	$ 15.00	$ 15.00
Men's/Women's 100% cotton pant jean cut:	$ 15.00	$ 15.00	$ 15.00
Men's/Women's carpenter pant:	$ 15.00	$ 15.00	$ 15.00
Men's/Women's industrial jacket:	$ 22.00	$ 22.00	$ 22.00
Men's/Women's industrial vest:	$ 19.00	$ 19.00	$ 19.00

2.19 Option to the rental agreement: Employees will be held accountable for observing the prescribed procedures for the reasonable use and care of uniforms in their possession. Uniforms obtained under the provisions of this contract will remain the property of the supplier and must be returned upon the termination of employment. However, employees may elect to launder and maintain their own uniforms not requiring the commercial cleaning, for this option CINTAS must provide each employee with seven (7) shirts, seven (7) pair of pants, and one (1) jacket or vest. In the event of this option being selected the City requests a reduced weekly rate (see pricing page). As described above CINTAS shall, as a matter of routine, replace uniforms, which are worn out or otherwise unsuitable for wear with new uniforms at no additional cost to the City. CINTAS shall also replace, at no additional cost to the City, any uniform item, which does not fit due to shrinkage. CINTAS must exchange uniform items, which become ill fitted due to weight loss or gain, one time per year per employee, at no additional cost. The City will pay for exchanges in excess of one time per year per employee.

3. Invoicing: The City agrees to pay CINTAS 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 CINTAS and subject to the approval of the department supervisor that CINTAS fully performed the work satisfactorily. In no case shall the charge exceed the bid price times the number of items. All costs must be included in the price of the uniform rental; surcharges and extra costs will not be acceptable. Invoicing may be submitted to the City on a weekly or monthly basis. Invoices must include the Purchase Order number, Invoice number, the building name, the street address, date of delivery, quantity delivered, unit price (per the contract), and the total due. Charges must match the unit cost on the contract. Other costs such as fuel surcharges, emergency delivery fees, etc. are not allowed. Invoices with non-contract charges or incorrect pricing will be returned to CINTAS for correction prior to payment.

In addition to the individual invoices, a statement must be submitted listing the invoice number, total due from each invoice, and total due for the month. Separate statements must be provided for each department requesting service.

4. Subcontracting: CINTAS must function as the single point of responsibility for the City, regardless of any subcontractor arrangements for all services provided. CINTAS must submit a list of subcontractors to the Purchasing Department for approval within thirty (30) days from the beginning of this contract and in each renewal year. This shall include assuming responsibilities and liabilities for all problems relating to all material, and services provided. Subcontractors will be required to furnish the same insurance as CINTAS. None of the work or services covered by the contract shall be subcontracted without the prior written approval of the City.

5. Term Of Contract: The term of the contract shall be **one year from the effective date of the City's written Notice to Proceed with work to CINTAS;** however, the City of Branson reasonably expects to extend the term of this contract a minimum of one (1) additional renewal. The contract shall not bind, nor purport to bind, the City for any contract term beyond the original term of the contract.

Exhibit "B"

PRICING PAGE

CINTAS provided the pricing information below to provide services in accordance with the terms and conditions of this contract.

Option 3 (One Year contract with two renewal periods)
001. CINTAS agrees to a firm, fixed price per employee, per 5-day workweek to provide uniform clothing rental services as specified herein costs must be all inclusive, no separate charges i.e. for environmental and/or fuel surcharges will be acceptable. No weekly cleaning charge for jackets or vests.

Firm, fixed price per employee, per 5-day work week per Addendum A

Item	piece	11 sets	7 sets	Replacement Cost
Polycotton Work Shirt	.14	1.54	.98	13.00
100% Cotton Shirt	.17	1.87	1.19	15.00
Carhartt Work Shirt	.37	4.07	2.59	24.00
Men's Polo	.21	2.31	1.47	16.00
Women's Polo	.21	2.31	1.47	16.00
Men's Work Pant	.20	2.20	1.40	15.00
Women's Work Pant	.20	2.20	1.40	15.00
Men's Oxford Shirt	.26	2.59	1.82	16.00
Women's Oxford Shirt	.26	2.59	1.82	16.00
Cintas Jean	.22	2.42	1.54	15.00
Dickie Carpenter Jean	.28	3.08	1.96	17.00
Women's Jean	.25	2.49	1.75	
Carhartt 5 Pocket Jean	.43	4.73	3.01	22.00
Carhartt Carpenter Jean	.43	4.73	3.01	22.00
Carhartt Carpenter Pant	.43	4.73	3.01	25.00
Cargo Pant	.29	3.19	2.03	15.00
Industrial Jacket	0	0	0	23.00

Industrial Vest	0	0	0	20.00
Carhartt Coat	2.00	0	0	94.99

002. CINTAS agrees to a firm, fixed price per emblem to supply and/or affix required emblems to uniform shirts and jackets or vests after initial start of the contract (new employees or transfers).

Firm, fixed price per printed City emblem per shirt or jacket $ .65

Firm, fixed price per printed name emblem per shirt or jacket $ .65

003. Entry Mats 2x3 $ 1.50 3x4 $ 2.30 4x6 $ 3.45 3x10 $ 4.50 Scraper $ 1.73

004. Shop Towels Red $ .08 White $ .09 Replacement $ .35

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL ACCEPTING THE PROPOSAL OF JCI INDUSTRIES, INC TO REPAIR OR REPLACE TWO PUMP ASSEMBLIES AT THE CLIFF DRIVE WATER TREATMENT PLANT FOR THE UTILITIES DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

FIRST READING: **OCTOBER 25, 2011** **FINAL READING:** **NOVEMBER 7, 2011**

INITIATED BY: **UTILITIES DEPARTMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

STAFF REPORT:

Five bids were received September 30, 2011 to repair or replace two pump assemblies at the Cliff Drive Water Treatment Plant for the Utilities Department. This repair and/or replacement is a part of the departments regular maintenance schedule. After consideration of repair and replacement costs, staff determined the best viable cost option as; repair of one (1) electric drive motor, and replacement of both pump assemblies. Bid results for these options are as follows:

Bidder	
JCI Industries, Inc.	$32,479.00
Mid-America Pump	$35,544.00
Layne Christensen Company	$41,625.00
Fairbanks Morse Pump	$58,485.00
Pioneer Industrial Corporation	$78,055.50

Bid award is recommended to JCI Industries, Inc. as the low bidder meeting specifications for the removal, repair and installation of one (1) electric motor and replacement and installation of two pump assemblies. Bid award is recommended to JCI Industries, Inc. Funds are available to cover this expense.

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. 3998 **ORDINANCE NO. _____**

AN ORDINANCE ACCEPTING THE PROPOSAL OF JCI INDUSTRIES, INC TO REPAIR OR REPLACE TWO PUMP ASSEMBLIES AT THE CLIFF DRIVE WATER TREATMENT PLANT FOR THE UTILITIES DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson advertised for proposals for bids to repair or replace two pump assemblies at the Cliff Drive Water Treatment Plant; and

WHEREAS, of the proposals which were received, JCI Industries, Inc. has been recommended for approval by staff; and

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

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

Section 1: The Board of Aldermen hereby accepts the proposal of JCI Industries, Inc. to repair or replace two pump assemblies at the Cliff Drive Water Treatment Plant in the amount of $32,479.00 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 _____, 2011.

Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this _____day of _____, 2011.

_____
Raeanne Presley
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 12th day of October, 2011, by and between the City of Branson, Missouri (the "City") and **JCI Industries, Inc.** ("Service Provider").

WITNESSETH:

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

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

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

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

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

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

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

5. **Term**. The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the work required hereunder shall be completed by **December 31, 2011.**.

6. **Costs not to Exceed**. The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract which cannot be exceeded unless this contract is amended. The Service Provider providing work hereunder

shall be required to keep track of the amount of work performed under this contract at all times; and any work, materials, supplies or expenses in excess of the fixed sum shall not be eligible for payment. The Service Provider shall notify the City if Service Provider anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Service Provider shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing.

7. **Payment.**

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

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Thirty Two Thousand Four Hundred Seventy Nine Dollars ($32,479.00).**

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.

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

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

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

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

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

A. General Liability Insurance with a company licensed to do business in the State of Missouri with limits of liability not less than two million five hundred forty five thousand sixty-two dollars ($2,545,062.00) 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 five hundred forty five thousand sixty-two dollars ($2,545,062.00) 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. 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.

J. 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. 18 for current wage rates.) The contractor will forfeit the penalty to the City of Branson of $100 per day (or portion of a day) if a worker is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

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

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

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

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

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

23. **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: JCI Industries

Name: Mark Swendrowski

Address: 1181 SE Hamblen Rd

Lee's Summit, MO 64081

Phone: 816-525-3320

Fax: 816-525-5881

Tax ID: 43-1080077

CITY OF BRANSON, MISSOURI

Raeanne Presley
Mayor

ATTEST:

Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

William T. Duston
City Attorney

Exhibit "A"

JCI Industries
1161 S.E. Hamblen Rd.
Lee's Summit, MO 64081

SCOPE OF WORK

1. Purpose: JCI Industries agrees to remove and repair or replace, or combination of both and the reinstallation of a pump and motor assembly at the Cliff Drive Water Treatment Plant in accordance with the following general requirements.

Equipment Description:

Existing equipment information:
Motor = U.S. Electrical Motors
ID# 656033/V03V0130382R-1
HP-125, PH-3, Hz-60 RPM 1781
Frame 405TPA
Volts 230/460
Amps 288/144
Type RUE Design B Code F Insulation Class F
SF 1.15
Lower Bearing 6212-J
Upper Bearing 7222B AMC

Pump = Dresser Worthington
Model 12M75-6
S/N 92TVU100794-1
GPM - 860
Driver - 125HP
TDH/FT - 380
RPM - 1800

Seal Replacement = John Crane Mechanical Seal and stuffing box (1.25) inch shaft.

The City also has a requirement for the removal and repair, or removal and replacement, plus reinstallation of a pump and motor (motor will be furnished by the City) assembly at the Cliff Drive Plant intake station in accordance with the following general requirements.

Equipment Description:
Pump = Dresser Worthington
Model 12M75-3
S/N 92TVU-100793-2
GPM 970
Driver 50HP
TDH/FT 148
RPM 1770

Seal Replacement = John Crane Seal No. HSF-1029236-1 or approved equal one (1) inch seal.

General Requirements:

2. Essential Duties and Responsibilities:

The pump and motor requires removal for repairs or replacement. Removal must be accomplished by lifting the pump and motor through the roof of the water treatment plant separately with a crane. JCI Industries is responsible for furnishing all labor, materials, and equipment to accomplish:

a.) Removal of High Service Pump and motor utilizing a crane furnished by JCI Industries for disassembly of the pump and motor at the station.

b.) Deliver to repair facility

If equipment is to be repaired the following is an outline of the work to be performed and should not be considered all inclusive but used only as a guide.

NOTE any equipment replaced must be comparable to existing equipment, performance and physical specifications should be furnished for evaluation.

c.) Motor should require minimal repairs i.e., bearings, seals, clean and bake, balance etc.

d.) Finish disassembly of the pump

e.) Bead blast all reusable components

f.) Inspect per manufacturers prints. Report any items that need attention that are not covered under this scope of work.

g.) Clean, polish and straighten all line shafting. Skim cut each end to assure perpendicularity to centerline. Flip end for end and reuse if feasible.

h.) Machine true impeller eye ring areas for a wear ring.

i.) Two-plane dynamic balance impellers to manufacturer's standards.

j.) The following components to be replaced at reassembly; impeller wear rings, bowl wear rings, all bowl bearings, tube adapter, line shaft couplings, pump shaft, all enclosing tube bearings, all enclosing tubes, tension bearing, sand collar, impeller collets, gaskets, packing, and miscellaneous hardware. All column and bowl hardware to be reused if possible.

k.) Assemble bowl assembly.

l.) Coat the outside of the bowl assembly and the ID and OD of the column pipe and the OD of the enclosing tubes with two part epoxy suitable for potable water. Coat the motor pedestal with manufacturers enamel.

m.) Replace existing single cartridge mechanical seal/stuffing box.

The following will be required also if a replacement pump and motor are furnished.

n.) Deliver to customer location.

o.) Install mechanical seal and attach all necessary seal water lines if required

p.) Install and properly align motor – shaft – and coupling assembly

q.) Make all necessary adjustments to all moving parts for proper pump operation

r.) Connect all necessary power and control wiring

s.) Test pump operation.

t.) Warranty: JCI Industries warrants that, upon completion of the work, that materials and labor will be and will remain 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, the contractor shall, at his sole expense, repair, replace or otherwise correct such defective workmanship or materials. JCI Industries shall not be liable for consequential damages and JCI Industries liability shall be limited to repair, replacement or correcting of defective workmanship or materials. JCI Industries shall have no responsibility with respect to workmanship or other defects caused by structural failure, or any other causes beyond the contractor's control.

u.) All installation work performed must be to manufacturers specifications to assure proper pump operation.

v.) Prices must remain firm for a period of not less than ninety (90) days from the date of closing.

3. Invoicing: The City agrees to pay JCI Industries in accordance with the rates set forth on the pricing page. Payments will be paid by the City based upon an itemized statement of services furnished by the contractor and subject to approval by the requesting department that the contractor fully performed the work satisfactorily.

4. Subcontracting: JCI Industries must function as the single point of responsibility for the City, regardless of any subcontractor arrangements for all services provided. JCI Industries 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

JCI Industries provided pricing information as specified below to provide pump and motor repair or replacement and installation in accordance with the terms and conditions of the contract.

Item		Price
001.	Labor for removal and installation including crane cost.	$ 3,881.00 L/S
003.	Replacement cost, stuffing box and seal, assemble and test. Replace pump / repair motor.	$ 14,735.00 L/S
006.	Labor for removal and installation including crane cost.	$ 3,881.00 L/S
008.	Replacement cost, pump, stuffing box and seal, assemble and test.	$ 9,982.00 L/S

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL ACCEPTING THE PROPOSAL OF REINHART FOOD SERVICE PERTAINING TO THE PURCHASE OF CONCESSION SUPPLIES USED IN PARK FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

FIRST READING: **OCTOBER 25, 2011** **FINAL READING:** **NOVEMBER 7, 2011**

INITIATED BY: **PARKS & RECREATION DEPARTMENT** CS

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

STAFF REPORT:

Six qualified bids were received on September 15, 2011, for the purchase of concession supplies for resale such as candy, ice cream and food items for a period of one year (January 1, 2012 through December 31, 2012) for the Branson RecPlex concessions. Bid award is recommended to low bidder, Reinhart Food Service.

Based on estimated quantities the total cost would be $32,000.00. This amount is based on 2011 usage and can be lower or adjusted to save money. Bid items meet city specifications and are within budget.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: **230-1582-540.40-60**

ATTACHED INFORMATION:

BILL NO. 3999 **ORDINANCE NO. _____**

AN ORDINANCE ACCEPTING THE PROPOSAL OF REINHART FOOD SERVICE PERTAINING TO THE PURCHASE OF CONCESSION SUPPLIES USED IN PARK FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson advertised for proposals for bids for concession supplies used in park facilities for the City of Branson; and

WHEREAS, of the proposals which were received Reinhart Food Service 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 Reinhart Food Service for the purchase of concession supplies used in park facilities for an amount not to exceed $32,000.00 and authorizes the Mayor to execute the contract in the form attached as Exhibit "1".

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

Section 3: The contract shall commence starting January 1, 2012.

Read this first time on this _____ day of _____, 2011.

Read this second time, passed, and truly agreed to by the Board of Aldermen of the City of Branson, Missouri, on this _____ day of _____, 2011.

_____
Raeanne Presley
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
William T. Duston
City Attorney

CITY OF BRANSON, MISSOURI
PURCHASE OF COMMODITIES CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, 2011, by and between the City of Branson, Missouri (the "City") and **Reinhart FoodService** ("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): **Concession Supplies, from a date beginning January 1, 2012 and ending December 31, 2012.**

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 Two Thousand Dollars ($32,000.00).**

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: **1500 Branson Hills Parkway, 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: Deborah Smith
Name: Deborah Smith
Address: 1620 N. Packer Rd
Springfield, MO 65803
Phone: 417-862-6644
Fax: _____

Tax ID: 20212070

ATTEST:

_____
Lisa K Westfall
City Clerk

City of Branson, Missouri

By: _____
Raeanne Presley
Mayor

APPROVED AS TO FORM:

_____
William T. Duston
City Attorney

Exhibit "A"

Reinhart Foodservice
1620 N. Packer Rd.
Springfield, MO 65803

SCOPE OF WORK

1. Reinhart Foodservice agrees to provide equipment, food and supplies to City owned concession stands for the period beginning January 1, 2012 through December 31, 2012. Prices on food and supplies must remain firm through the term of the contract.

2. General Requirements:

   2.1 All products must be of acceptable quality.

   2.2 Reinhart Foodservice agrees to replace defective products within ten (10) days. If, at any time, Reinhart Foodservice fails to meet or correct problems involving the quality of the product or equipment, the City reserves the right to cancel the contract. In the event of cancellation, the City may purchase in such manner as the Purchasing Agent may deem appropriate from the next lowest bidder meeting specifications, and Reinhart Foodservice will be liable for excess costs incurred.

   2.3 All pricing **includes** shipping, delivered to facilities located in Branson, MO.

   2.4 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.

   2.5 The items are awarded line by line as deemed to be in the best interest of the City.

   2.6 RESTRICTION ON EMPLOYMENT OF SEX OFFENDERS. Reinhart Foodservice warrants that no employee providing services related to this agreement are required to register with the chief law enforcement officer of their county of residence in compliance with section 589.400 of the Revised Statutes of the State of Missouri, or the equivalent statute in the state where the employee resides. If any person employed by Reinhart Foodservice and providing services under this Contract is convicted subsequent to the Parties entering into this Contract, then Reinhart Foodservice warrants that it will notify the City of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services under this Contract. If Reinhart Foodservice is found to be in violation of any of the provisions of this paragraph, the City will cancel this agreement immediately.

FOOD ITEMS

Product	Quantity per pack	Estimated Usage
Hot Dogs 5 in 1 all beef	10 lbs. / box	150 box
Hot Dog Buns 6" 1 ¼ oz.	96 / case	75 cases
Jalapeno Nacho Cheese / Bag w/attachable dispenser nozzles	4 / 140 oz. bags / case	80 cases
Large Pretzels / Unsalted w/salt packet	50 / case	155 cases
Personal Deep Dish Cheese Pizza "Tony's"® or approved equal	54 / case	100 cases
Jalapeno slices	4 / gallon / case	5 cases
Ketchup Individual Packet Heinz™ or approved equal	1000 / case	15 cases
Mustard Individual Packet Heinz™ or approved equal	200 / case	25 cases
Relish Individual Packet	200 / case	14 cases

CANDY

Snickers™ 2.07 oz. or approved equal	48 / box	70 boxes
Reese's Cups™ or approved equal	36 / box	45 boxes
M & M Plain™ 1.74 oz. or approved equal	48 / box	30 boxes
M & M Peanut™ 2.01 oz. or approved equal	48 / box	25 boxes
Twix™ or approved equal	48 / box	30 boxes
Skittle's™ or approved equal	36 / box	70 boxes
Air Heads™ or approved equal	90 / box	50 boxes

Ring Pops™ or approved equal	40 / box	80 boxes
Large Pixie Stix™ or approved equal	50 / box	80 boxes
Pre-made Cotton Candy	2 oz. / bag	2,700 bags

NON FOOD ITEMS

Nacho Tray 2 compartment Dart C56NT2 or equal 2 oz.	500 / case	15 cases
16 oz. clear plastic cups	1000 / case	12 cases
16 oz. clear plastic lids	2000 / case	12 cases
Giant plastic straws wrapped	150 / 50 box /case	3 cases
Fork medium weight plastic	1000 / box	3 boxes
Spoon medium weight plastic	1000 / box	4 boxes
9" paper plates	1200 / box	20 boxes
Napkin 4 x 4 beverage white	3000 / case	20 cases
Powdered vinyl gloves Sizes S, L, XL	100 box / 10 box / case	10 cases

ICE CREAM

Chocolate Chip Cookie Sandwich	12 / box	140 boxes
Oreo Cookie Sandwich or Cookies & Cream		24 / box
Old Fashion Ice Cream Sandwich	24 / box	74 boxes
Candy Bar Themed Ice Cream (ie: snickers, twix)	24 / box	60 boxes
Fudge Bar	24 / box	40 boxes
Multi-flavor in One Popsicle (ie: triple blast)	12 / box	113 boxes

Exhibit "B"

PRICING PAGE

Reinhart Foodservice provided pricing information as specified below to provide concessions supplies in accordance with the terms and conditions of the contract.

Item	Description		Unit Price
001.	Hot Dogs 5 in 1 all beef	50 / case	$ 21.62 / case
002.	Hot Dog Buns 6" 1 ¼ oz.	144 / case	$ 23.03 / case
004.	Jalapeno Nacho Cheese / Bag w/attachable dispenser nozzles	4/144 oz. / case	$ 41.16 / case
005.	Large Pretzels / Unsalted w/salt packet	50 / case	$ 23.91 / case
006.	Personal Deep Dish Cheese Pizza "Tony's"® or approved equal	54 / case	$ 47.54 / case
007.	Jalapeno slices	4/1 gal. / case	$ 24.51 / case
008.	Ketchup Individual Packet Heinz™ or approved equal	1000 / case	$ 16.76 / case
009.	Mustard Individual Packet Heinz™ or approved equal	500 / case	$ 6.11 / case
010.	Relish Individual Packet	200 / case	$ 11.36 / case
011.	Snickers™ 2.07 oz. or approved equal	48 / case	$ 29.50 / case
012.	Reese's Cups™ or approved equal	36 / case	$ 21.22 / case
013.	M & M Plain™ 1.74 oz. or approved equal	48 / case	$ 29.50 / case
014.	M & M Peanut™ 2.01 oz. or approved equal	48 / case	$ 29.50 / case
015.	Twix™ or approved equal	36 / case	$ 22.36 / case

016.	Skittle's™ or approved equal	360 / case	$ 207.19 / case
017.	Air Heads™ or approved equal	1,080 / case	$ 98.45 / case
018.	Ring Pops™ or approved equal	36 / case	$ 10.95 / case
019.	Large Pixie Stix™ or approved equal	400 / case	$ 94.08 / case
021.	Pre-made Cotton Candy	3oz./24 / case	$ 23.49 / case
023.	Nacho Tray 2 compartment Dart C56NT2 or equal 2 oz.	1,000 / case	$ 35.28 / case
024.	16 oz. clear plastic cups	1,000 / case	$ 32.97 / case
025.	16 oz. clear plastic lids	1,000 / case	$ 11.41 / case
026.	Giant plastic straws wrapped	12,000 / case	$ 48.82 / case
028.	Fork medium weight plastic	1,000 / case	$ 10.39 / case
029.	Spoon medium weight plastic	1,000 / case	$ 10.39 / case
030.	9" paper plates	1,000 / case	$ 16.96 / case
031	Napkin 4 x 4 beverage white	4,000 / case	$ 13.98 / case
032.	Powdered vinyl gloves S	1,000 / case	$ 21.45 / case
034.	Powdered vinyl gloves L	1,000 / case	$ 20.16 / case
035.	Powdered vinyl gloves XL	1,000 / case	$ 20.75 / case
036.	Chocolate Chip Cookie Sandwich	24 / box	$ 16.89 / box
037.	Oreo Cookie Sandwich or Cookies & Cream	24 / box	$ 15.85 / box
038.	Old Fashion Ice Cream Sandwich	48 / box	$ 16.14 / box
039.	Candy Bar Themed Ice Cream	48 / box	$ 42.89 / box
040.	Fudge Bar	24 / box	$ 5.98 / box
041.	Multi-flavor in One Popsicle	144 / box	$ 21.94 / box

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL ACCEPTING THE PROPOSAL OF BWI COMPANIES INC. OF SPRINGFIELD PERTAINING TO THE PURCHASE OF AGRICULTURE SUPPLIES USED IN PARK FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

FIRST READING: **OCTOBER 25, 2011** **FINAL READING:** **NOVEMBER 7, 2011**

INITIATED BY: **PARKS & RECREATION DEPARTMENT** CS

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

STAFF REPORT:

Seven qualified bids were received on September 8, 2011, for the purchase of agriculture and maintenance supplies such as grass seed, fertilizers, chemicals, turface and quick dry for the baseball/softball fields and round up for a period of one year (January 1, 2012 through December 31, 2012) for the parks, city properties, golf course and the Branson RecPlex. Bid award is recommended to low bidder, BWI of Springfield.

Based on estimated quantities the total cost would be $38,285.00. This amount is based on 2011 usage and can be lower or adjusted to save money. Bid items meet city specifications and are within budget.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: Various Department Account Codes

ATTACHED INFORMATION:

BILL NO. 4000 **ORDINANCE NO. _____**

AN ORDINANCE ACCEPTING THE PROPOSAL OF BWI COMPANIES INC. OF SPRINGFIELD PERTAINING TO THE PURCHASE OF AGRICULTURE SUPPLIES USED IN PARK FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson advertised for proposals for bids for agriculture supplies used in park facilities for the City of Branson; and

WHEREAS, of the proposals which were received from BWI Companies Inc. of Springfield 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 BWI Companies Inc. of Springfield for the purchase of agriculture supplies used in park facilities for an amount not to exceed $38,285.00 and authorizes the Mayor to execute the contract in the form attached as Exhibit "1".

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

Section 3: The contract shall commence starting January 1, 2012.

Read this first time on this _____ day of _____, 2011.

Read this second time, passed, and truly agreed to by the Board of Aldermen of the City of Branson, Missouri, on this _____ day of _____, 2011.

_____
Raeanne Presley
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
William T. Duston
City Attorney

CITY OF BRANSON, MISSOURI
PURCHASE OF COMMODITIES CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, 2011, by and between the City of Branson, Missouri (the "City") and **BWI Springfield** ("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): **Agriculture Supplies, from a date beginning on January 1, 2012 and ending December 31, 2012.**

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 Eight Thousand Two Hundred Eighty Five Dollars ($38,285.00).**

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: **Various locations in the City of Branson.**

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: _____
Name: Steve Simpson BWI Companies
Address: 3136 S. Clifton
Springfield Mo 65807
Phone: 417-881-3003
Fax: 417-881-7055

Tax ID: 75-1789544

ATTEST:

_____
Lisa K Westfall
City Clerk

City of Branson, Missouri

By: _____
Raeanne Presley
Mayor

APPROVED AS TO FORM:

_____
William T. Duston
City Attorney

Exhibit "A"

BWI of Springfield
3136 S. Clifton Ave.
Springfield, MO 65807

SCOPE OF WORK

1. BWI of Springfield agrees to provide chemicals, seed, and fertilizer for golf course, ball field and general grounds maintenance for the period beginning January 1, 2012 through December 31, 2012.

2. General Requirements:

   2.1 All products must be of acceptable quality.

   2.2 BWI of Springfield agrees to replace defective products within ten (10) days. If, at any time, contractor fails to meet or correct problems involving the quality of the product, the City retains the right to cancel the contract. In the event of cancellation, the City may purchase in such manner as the Purchasing Agent may deem appropriate from the next lowest bidder meeting specifications, and the BWI of Springfield will be liable for excess costs incurred.

   2.3 All pricing must include shipping costs* for product delivered to various locations in Branson, MO. (* Shipping costs shall include all cost related to the delivery and unloading of product to the proper place in the various locations, additions i.e. fuel surcharges, handling fees etc. will not be accepted.) Pricing given excluding freight will be considered non-compliant and the bid will be rejected.

   2.4 Quantities given are estimated usage only and actual usage may be more or less depending upon demand. The City reserves the right to purchase quantities above or below the quantity estimated. Products will be ordered on an as-needed if-needed basis, in any quantity, and may be acquired for any department within the City. The City will pay only for the actual quantities ordered and received. Prices shall be as specified on the pricing page regardless of actual quantities ordered. Therefore, requirements for minimum quantities and/or orders will not be accepted.

   2.5 Current MSDS sheets must be furnished prior to receipt of the first shipment of product awarded in this contract.

Exhibit "B"

PRICING PAGE

BWI of Springfield provided pricing information as specified below to provide golf course and ball field chemicals in accordance with the terms and conditions of this contract.

Item	Product	Quantity	Estimated Usage	Price
001	Round Up Quick Pro	4/6.8lb/case	10 cases	$ 244.56 / case
004	Revolver	4/1qt/case	1 case	$ 720.00 / case
006	RonStar Gran. 2%	50lb/bag	10 bags	$ 66.68 / bag
007	Primo MAXX	1gal	3 gal.	$ 179.20 / gal
008	Q4 Herbicide	2.5gal	2.5 gal	$ 89.60 / gal
009	Chipco Aliette Signature	4/5.5lb/case	2 cases	$ 532.40 / case
010	ProStar 70	4/3lb/case	2 cases	$ 607.80 / case
011	Acclaim Extra	1gal	1 gal	$ 465.00 / gal
012	Aqua-Shade	1gal	4 gal	$ 38.52 / gal
014	Daconil Weather Stik	2/2.5 gal/case	5 cases	$ 159.60 / case
017	Bensumic 4LF	1gal	2 gal	$ 93.50 / gal
018	Tupersan Super 4LF	lb	5 lbs	$ 17.50 / lb
019	Merit	4/1.6oz/case	4 cases	$ 37.50 / case
020	Sevin XLR Plus	2.5 gal.	10 gal.	$ 37.74 / gal
021	Talstar One (liquid)	1 gal.	5 gal.	$ 34.41 / gal
022	Preclude Tr (aerosol)	12/2oz.cans/case	1 case	$ 144.00 / case
023	1300 Orthnene (aerosol)	12/6oz.cans/case	1 case	$ 158.40 / case
024	PT 1800 Attain (aerosol)	12/2ozcans/case	1 case	$ 136.80 / case
026	5-5-20 w/Barricade	50lb/bag	50 bags	$ 19.20 / bag
027	15-0-0 Calcium Nitrate	50lb/bag	100 bags	$ 13.38 / bag
028	21-0-0 Ammon. Sulfate	50lb/bag	750 bags	$ 12.96 / bag
029	13-13-13	50lb/bag	80 bags	$ 14.72 / bag
030	25-5-11mop w/2% iron	50lb/bag	10 bags	$ 21.93 / bag
031	20-20-20 Water Soluble	25lb/bag	5 bags	$ 26.45 / bag
033	Malorganite (greens grade)	50lb/bag	75 bags	$ 10.00 / bag
034	13-0-26 (greens grade)	50lb/bag	30 bags	$ 41.32 / bag
036	0-0-50 Soluble Fines	50lbs/bag	20 bags	$ 26.94 / bag
038	Iron X-Xtra 6-0-0	2.5gal	7.5 gal	$ 9.08 / gal
040	Essential Plus 1-0-1	2.5gal	5 gal	$ 42.80 / gal
041	Cal Mag 7-0-3	2.5gal	5 gal	$ 26.10 / gal
042	Nitro plus-K 22-0-16	2.5gal	5 gal	$ 16.74 / gal
043	Surf-Ac 910	2.5gal	2.5 gal	$ 10.67 / gal
047	Pro Mix Bx or Sunshine mix	3.8cu.ft/bag	25 bags	$ 24.52 / bag
048	Metro Mix 510	2.8cu.ft/bag	25 bags	$ 11.72 / bag
050	Turface MVP	50lb/bag	1250 bags	$ 7.34 / bag
052	Field Marking Dust	50lb/bag	150 bags	$ 3.73 / bag
054	5 Star Fescue	50lb/bag	500 lbs.	$ .76 / lb
055	Creeping Red Fescue	50lb/bag	500 lbs.	$ .66 / lb

056	Annual Rye Seed	50lb/bag	4000 lbs.	$	.45 / lb

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL ACCEPTING THE PROPOSAL OF THE MIDDLETON GROUP (MEMCO) PERTAINING TO THE PURCHASE OF JANITORIAL SUPPLIES FOR THE CITY OF BRANSON AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

FIRST READING: **OCTOBER 25, 2011** **FINAL READING:** **NOVEMBER 7, 2011**

INITIATED BY: **PARKS & RECREATION DEPARTMENT** CS

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

STAFF REPORT:

Nine qualified bids were received on September 14, 2011, for the purchase of janitorial supplies such as trash bags, toilet paper, hand soap, disinfectant cleaners and latex gloves for a period of one year (January 1, 2012 through December 31, 2012) for the parks, city properties, and the Branson RecPlex. Bid award is recommended to low bidder, The Middleton Group (Memco).

Based on estimated quantities the total cost would be $24,500.00. This amount is based on 2011 usage and can be lower or adjusted to save money. Bid items meet city specifications and are within budget.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: **230-1580-540.40-03**

ATTACHED INFORMATION:

BILL NO. 4001 **ORDINANCE NO. _____**

AN ORDINANCE ACCEPTING THE PROPOSAL OF THE MIDDLETON GROUP (MEMCO) PERTAINING TO THE PURCHASE OF JANITORIAL SUPPLIES USED FOR THE CITY OF BRANSON AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson advertised for proposals for bids for janitorial supplies used for the City of Branson; and

WHEREAS, of the proposals which were received from The Middleton Group (Memco) 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 The Middleton Group (Memco) for the purchase of janitorial supplies used for the City of Branson for an amount not to exceed $24,500.00 and authorizes the Mayor to execute the contract in the form attached as Exhibit "1".

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

Section 3: The contract shall commence starting January 1, 2012.

Read this first time on this _____ day of _____, 2011.

Read this second time, passed, and truly agreed to by the Board of Aldermen of the City of Branson, Missouri, on this _____ day of _____, 2011.

_____
Raeanne Presley
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
William T. Duston
City Attorney

CITY OF BRANSON, MISSOURI
PURCHASE OF COMMODITIES CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, 2011, by and between the City of Branson, Missouri (the "City") and **Memco, 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): **Janitorial Supplies, from a date beginning January 1, 2012 and ending December 31, 2012.**

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 Four Thousand Five Hundred Dollars ($24,500.00).**

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: **1500 Branson Hills Parkway, 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: [signature]
Name: Memco
Address: 296 Carlton Road
Hollister Mo 65672
Phone: 417-334-6681
Fax: 417-334-6684
Tax ID: 43-1165722

City of Branson, Missouri

By: _____
Raeanne Presley
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

[signature]
William T. Duston
City Attorney

Exhibit "A"

The Middleton Group
296 Carlton Road
Hollister, MO 65672

SCOPE OF WORK

1. Purpose: The Middleton Group agrees to provide janitorial / cleaning supplies for the period commencing January 1, 2012 through December 31, 2012. Prices must remain firm through the term of the contract.

2. General Requirements:

   2.1 All products must be of acceptable quality.

   2.2 The Middleton Group agrees to replace defective products within ten (10) days. If, at any time, contractor fails to meet or correct problems involving the quality of the product or equipment, the City retains the right to cancel the contract. In the event of cancellation, the City may purchase in such manner as the Purchasing Agent may deem appropriate from the next lowest bidder meeting specifications, and The Middleton Group will be liable for excess costs incurred.

   2.3 All pricing **includes** shipping, delivered to facilities located in Branson, MO. (* Shipping costs shall include all cost related to the delivery and unloading of product to the proper place in the various locations, additions i.e. fuel surcharges, handling fees etc. will not be accepted.) Pricing given excluding freight will be considered non-compliant and the bid will be rejected

   2.4 The Middleton Group shall use recycled paper/products where appropriate.

   2.5 Quantities given are estimated usage only and actual usage may be more or less depending upon demand. The City reserves the right to purchase quantities above or below the quantity estimated. Products will be ordered on an as-needed if-needed basis, in any quantity, and may be acquired for any department within the City. The City will pay only for the actual quantities ordered and received. Prices shall be as specified on the pricing page regardless of actual quantities ordered. Therefore, requirements for minimum quantities and/or orders will not be accepted.

   2.6 The items on this bid are awarded line by line as deemed to be in the best interest of the City.

Product	Quantity per Case	Estimated Usage
2 ply T-Tork Paper	12 - 9" rolls/1000 ft. per roll	65 cases

#263 Hand Towels	6 rolls/850 ft. per roll	135 cases
#273-00 white kitchen towel	30 rolls / case	100 cases
Pacific white multi-fold towels	16 pkg. / case	30 cases
Preference® 2ply centerpull perforated towels or approved equal	520 sht per roll 6 roll / case	2 cases
2 ply toilet paper	96 rolls/case	200 cases
409® Cleaner or approved equal	12/32 oz. / case	6 cases
Bleach	4/1 gal. / case	20 cases
Pine-Sol® or approved equal	3/144 oz. / case	10 cases
Window Cleaner (non-aerosol)	12/24 oz. / case	5 cases
Simple Green® or approved equal	12/40 oz. / case	4 cases
Hand soap	12/800 ml / case	30 cases
Pink Lotion hand soap	1 gal. container	35 gallons
Carwash soap	5 gal. container	25 gallons
Hand & Body Shampoo (must fit Proline dispenser)	8/1L. / case	18 cases
Super Shine-All® concentrate or approved equal must be compatible w/Arsenal dispensing station	4/1 gal. / case	2 cases
Endeavour™ Floor Wax or approved equal	1 gal. container	82 gallons
Devastator™ Floor Striper or approved equal	1 gal. container	82 gallons
Cotton mop head	12/24 oz. / case	10 cases
Re-Juv-Nal® or approved equal must be compatible w/Arsenal dispensing station	4/1 gal. / case	5 cases

Shower Foam® concentrate or approved equal	4/1 gal. / case	24 cases
Top Clean® floor cleaner or approved equal must be compatible w/Arsenal dispensing station	4/1 gal. / case	4 cases
Toilet Bowl Cleaner liquid	4/1 gal. / case	6 cases
Latex exam glove size Medium Non sterile / textured / powder free	100 per box / 12box / case	2 cases
Latex exam glove size Large Non sterile / textured / powder free	100 per box / 12box / case	10 cases
Latex exam glove size X-Large Non sterile / textured / powder free	100 per box / 12box / case	5 cases
70% Isopropyl alcohol	12 / 32 oz. / case	1 case
Stretch wrap 12" x 1000' 80 ga.	4 rolls per case	4 case
Solid Deodorant Block Dispensers		24
800ml Hand Soap Dispensers		24

Exhibit "B"

PRICING PAGE

The Middleton Group provided pricing information as specified below to provide janitorial cleaning supplies as specified in accordance with the terms and conditions of the contract.

	Product	Price / case
001.	2 ply T-Tork Paper	$ 17.25 /case
002.	#263 Hand Towels	$ 20.61 /case
003.	#273-00 white kitchen towel	$ 19.80 /case
004.	Pacific white multi-fold towels	$ 16.30 /case
005.	Preference® 2ply centerpull perforated towels or approved equal	$ 18.50 /case
006.	2 ply toilet paper	$ 26.50 /case
010.	409® Cleaner or approved equal	$ 29.50 /case
012.	Bleach	$ 6.00 /case
013.	Pine-Sol® or approved equal	$ 25.88 /case
015.	Window Cleaner non-aerosol	$ 18.90 /case
017.	Simple Green® or approved equal	$ 41.16 /case
019.	Hand soap 800 ml.	$ 30.70 /case
020.	Pink Lotion hand soap	$ 22.00 /case
022.	Carwash soap	$ 33.00 /case
023.	Hand & Body Shampoo must fit Proline dispenser	$ 49.90 /case
025.	Super Shine-All®concentrate Must be compatible w/Arsenal dispensing station	$ 65.90 /case
026.	Endeavour™ Floor Wax or approved equal	$ 49.40 /case

027	Devastator™ Floor Striper or approved equal	$ 25.70 /case
028.	Cotton mop head	$ 35.00 /case
042.	Re-Juv-Nal® or approved equal must be compatible w/Arsenal dispensing station	$ 16.70 /case
043.	Shower Foam® concentrate or approved equal	$ 28.75 /case
044.	Top Clean® floor cleaner or approved equal must be compatible w/Arsenal dispensing station	$ 26.25 /case
046.	Toilet Bowl Cleaner liquid	$ 11.65 /case
051.	Latex exam glove Medium Non sterile / textured / powder free	$ 66.60 /case
052.	Latex exam glove Large Non sterile / textured / powder free	$ 66.60 /case
053.	Latex exam glove X-Large Non sterile / textured / powder free	$ 66.60 /case
064.	70% Isopropyl alcohol	$ 26.62 /case
065.	Stretch wrap 12" x 1000' 80 ga.	$ 14.67 /case
069.	Solid Deodorant Block Dispensers	$ 4.40 /ea.
071.	800ml Hand Soap Dispensers	$ 8.00 /ea.

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL ACCEPTING THE PROPOSAL OF PROLAWN SERVICE COMPANY, LLC, PERTAINING TO THE MOWING & WEED EATING AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

FIRST READING: **OCTOBER 25, 2011** **FINAL READING:** **NOVEMBER 7, 2011**

INITIATED BY: **PARKS & RECREATION DEPARTMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

STAFF REPORT:

Six qualified bids were received on September 9, 2011, for the contracted mowing & weed eating for the City of Branson for a period of one year (January 1, 2012 through December 31, 2012) for the Departments of Parks & Recreation, Public Works and Utilities. Bid award is recommended to low bidder, Prolawn Service Company, LLC.

Bidder	Total
Prolawn Service Company	$2,140.00/week
D& T Mowing	$2,185.00/week
Fulton's Landscaping	$2,350.00/week
Albert's	$2,299.25/week
Green Side	$2,535.00/week
Total Care Maintenance	$3,255.00/week

Based upon estimated mowing, the total cost would be $63,825.00. This amount is based on 2011 usage and can be lower to save money or adjusted to due weather. Bid items meet city specifications and are within budget.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: **Various Department Account Codes**

ATTACHED INFORMATION:

BILL NO. 4002 **ORDINANCE NO. _____**

AN ORDINANCE ACCEPTING THE PROPOSAL OF PROLAWN SERVICE COMPANY, LLC, PERTAINING TO MOWING AND WEED EATING AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson advertised for proposals for mowing and weed eating for the City of Branson; and

WHEREAS, of the proposals which were received Prolawn Service Company, 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 proposal of Prolawn Service Company, LLC for mowing and weed eating for the City of Branson or an amount not to exceed $63,825.00 and authorizes the Mayor to execute the contract in the form attached as Exhibit "1".

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

Section 3: The contract shall commence starting January 1, 2012.

Read this first time on this _____ day of _____, 2011.

Read this second time, passed, and truly agreed to by the Board of Aldermen of the City of Branson, Missouri, on this _____ day of _____, 2011.

_____
Raeanne Presley
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 7 day of October, 2011, by and between the City of Branson, Missouri (the "City") and **Prolawn Service Company, 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 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, 2012.**

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 Five Thousand Dollars ($65,000.00).**

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

A. General Liability Insurance with a company licensed to do business in the State of Missouri with limits of liability not less than two million five hundred forty-five thousand sixty two dollars ($2,545,062.00) 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 five hundred forty-five thousand sixty two dollars ($2,545,062.00) 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. **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: Jimmy Rogers

Name: Pro Lawn Service Co. LLC

Address: P O Box 1801
Hollister, Mo 65673

Phone: (417) 335-5296

Fax: (417) 742-0730

Tax ID: 20-8741140

CITY OF BRANSON, MISSOURI

Raeanne Presley
Mayor

ATTEST:

Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

William T. Duston
City Attorney

Exhibit "A"

Prolawn Service Co., LLC
6657 W. Farm Road 60
Willard, MO 65781

SCOPE OF WORK

1. Prolawn Service Co., LLC agrees to furnish mowing and weed eating services for the areas outlined in this contract beginning January 1, 2012 through December 31, 2012. Prices must remain firm through the term of the contract. Locations and duties are shown in the following general requirements.

General Requirements:

2. Essential Duties and Responsibilities:

2.1 Prolawn Service Co., LLC shall mow and weed-eat in a professional manner each facility based on a weekly schedule with estimated times to be submitted with the bid. (See pricing page) During wet/dry periods or slow growth periods, schedule may vary with direction of the Parks Maintenance Superintendent or designee. The City anticipates approximately thirty two (32) weeks of mowing, however the mowing season will commence and end at the direction of the Parks Maintenance Superintendent.

2.2 Mowing shall be cut to an even height of no lower than 2 1/2 inches above the ground surface and no higher than 3 1/2 inches above the ground surface.

2.3 All trees, equipment, basins, buildings, sidewalks, retaining walls, fences, curbs, and other appurtenances shall be kept trimmed with a weed eater at the same time areas are mowed. Prolawn Service Co., LLC is responsible for any tree damage from mowers and weed eaters. No chemicals or growth inhibitors are allowed in water or sewage treatment plants.

2.4 Prolawn Service Co., LLC shall follow schedules except for rain events, holidays, or special events which the Parks Maintenance Superintendent has the right to notify Prolawn Service Co., LLC and adjust schedules.

2.5 Work hours are between 7:30 a.m. and 8:30 p.m. (Monday - Friday) Weekends are acceptable with exception to City Parks.

2.6 Work at City Hall is after 4:30 p.m. (Monday – Friday) Weekends are acceptable.

2.7 No equipment shall be left unattended at any City park or facility. The City is not responsible in any way for Prolawn Service Co., LLC's equipment.

2.8 Prolawn Service Co., LLC and employees shall observe modern safety practices for

mowing and weed eating activities. The City is in no way responsible for the Prolawn Service Co., LLC or the Prolawn Service Co., LLC's employee safety.

2.9 Prolawn Service Co., LLC shall be liable for any incidents related to maintenance activity.

2.10 Pay requests shall be itemized per location and submitted to the Parks Maintenance Superintendent each Monday for the week prior in order to receive payment.

2.11 Prolawn Service Co., LLC and employees shall be clothed appropriately for maintenance activities. T-shirts, shorts and/or jeans and shoes are required. Care shall be taken to be professional in appearance, and to possess good work ethics when dealing with the public.

2.12 Any difficulties shall be reported to the Parks Maintenance Superintendent or the department designee immediately.

2.13 Contracts will be administered by the Parks Maintenance Superintendent. The Parks Maintenance Superintendent has the right to reject any work or portion of work. Corrective action must immediately be taken.

2.14 Contracts can be revoked for poor workmanship, lack of keeping schedules or any other valid reason at any time.

2.15 Any trash, limbs, or debris shall be picked up and disposed of properly before mowing or weed eating activity begins.

2.16 Prolawn Service Co., LLC submitted a list of equipment available for this project with bid.

2. Invoicing: The City agrees to pay Prolawn Service Co., LLC in accordance with the rates set forth on the pricing page. Payments will be paid by the City based upon an itemized statement of services furnished by Prolawn Service Co., LLC and subject to approval by the requesting department that Prolawn Service Co., LLC fully performed the work satisfactorily.

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

Exhibit "B"

PRICING PAGE

Prolawn Service Co., LLC provided pricing information as specified below to provide mowing and weed eating in accordance with the terms and conditions of the contract.

Location	Tasks	Cost/week
City Hall	Mowing, weed eating, and trash pickup Blow off sidewalks	$ 65.00
Branson North	Mowing, weed eating, and trash pickup	$ 25.00
Sunset Park	Mowing, weed eating, and trash pickup. Exercise Station-trim and blow off grass Walking Trail-trim and blow off grass Trees - pick up limbs	$ 120.00
Cemetery	Mowing, weed eating, trash pickup Trees - trim and pick up limbs pick up dead flowers and dispose of, blow off Headstones, grave filling as needed	$ 100.00
Old City Hall	Mowing, weed eating and trash pickup Blow off sidewalks	$ 20.00
North Beach	Mowing, weed eating and trash pickup Blow off sidewalks	$ 85.00
Epps Park	Mowing, weed eating and trash pickup	$ 20.00
John Nygard Park	Mowing, weed eating and trash pickup	$ 40.00
Cantwell Park	Mowing, weed eating and trash pickup	$ 60.00
Old School Park	Mowing, weed eating and trash pickup Blow off sidewalks	$ 40.00
Parnell Park	Mowing, weed eating and trash pickup	$ 40.00
Murphy Park	Mowing, weed eating and trash pickup	$ 50.00
Caudill Family Park	Mowing, weed eating and trash pickup	$ 40.00
Alexander Park	Mowing, weed eating and trash pickup	$ 100.00

Stockstill Park	Mowing, weed eating excluding ball fields	$ 300.00
Compton Wastewater Plant	Mowing, weed eating	$ 160.00
Cooper Creek Wastewater Plt	Mowing, weed eating	$ 210.00
Meadows Water Plant	Mowing, weed eating	$ 140.00
Meadows Intake Station	Mowing, weed eating	$ 40.00
Cliff Drive Water Plant	Mowing, weed eating	$ 60.00
Lift Station #21 Illinois St. Hwy 165	Mowing, weed eating	$ 35.00
Lift Station #31 Fall Creek Resort	Mowing, weed eating	$ 35.00
Lift Station #3 Sycamore St. off Bee Creek	Mowing, weed eating	$ 35.00
Lift Station #30 Epps Road	Mowing, weed eating	$ 35.00
Pacific Tower - 616 Pacific St.	Mowing, weed eating	$ 40.00

CALL ON DEMAND

Location	Cost for mowing per call.
Campground	$ 320.00
Old High School	$ 75.00
Public Works Shop (601 Compton Drive)	$ 70.00
Branson Meadows (Gretna Rd from Hwy 248 to Roark Rd)	$ 175.00
Table Rock Village	$ 40.00
Well 9	$ 25.00
Walmart Tower	$ 30.00
High Tower/Corner Lot	$ 35.00

Well #5	$ 30.00
Cliff Intake	$ 25.00
Well #7	$ 25.00
Well #10	$ 25.00
Well #11	$ 25.00
Branson North Booster Station	$ 25.00

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL APPROVING CERTAIN DOCUMENTS ASSOCIATED WITH THE CITY OBTAINING A LOAN FROM THE MISSOURI DEVELOPMENT FINANCE BOARD AND THE LEASING OF CERTAIN PROPERTY AND IMPROVEMENTS OF THE CITY IN CONNECTION THEREWITH; AUTHORIZING THE CITY TO OBTAIN SUCH LOAN AND TO LEASE SUCH PROPERTY AND IMPROVEMENTS; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS AND THE TAKING OF CERTAIN ACTIONS IN CONNECTION THEREWITH.**

FIRST READING: **NOVEMBER 7, 2011** **FINAL READING:** **NOVEMBER 7, 2011**

INITIATED BY: **LEGAL**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the substitute bill.

STAFF REPORT:

At the meeting of October 25th, the Board of Aldermen passed Ordinance No. 2011-0115 which was the first of two ordinances to authorize the refunding of the Series 2003 Bonds that has been under discussion. At the same meeting, the Board had the first reading of Bill 3994, which is an ordinance approving the various documents needed to complete the refunding transaction. Because the final numbers were not available for the refunding until the day of the previous Board meeting, the last few days have been spent preparing the final documents for the Board's consideration.

As with Ordinance No. 2011-0115, the Board will be asked to consider a substitute bill for two readings on November 7th. A form of each of the documents was provided at the first reading as was the ordinance itself. The substitute bill will be necessary to approve the final versions of the documents in time for the November 15th closing of the refunding bonds.

A representative of Gilmore & Bell, PC will be available for questions at the meeting.

STAFF RECOMMENDATION:

Staff recommends approval of the substitute bill.

PROPOSED MOTION:

Move to approve the substitute bill.

FINANCIAL REVIEW: **N/A**

ATTACHED INFORMATION:

SUBSTITUTE BILL NO. 4003 **ORDINANCE NO. _____**

AN ORDINANCE APPROVING CERTAIN DOCUMENTS ASSOCIATED WITH THE CITY OBTAINING A LOAN FROM THE MISSOURI DEVELOPMENT FINANCE BOARD AND THE LEASING OF CERTAIN PROPERTY AND IMPROVEMENTS OF THE CITY IN CONNECTION THEREWITH; AUTHORIZING THE CITY TO OBTAIN SUCH LOAN AND TO LEASE SUCH PROPERTY AND IMPROVEMENTS; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS AND THE TAKING OF CERTAIN ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Branson, Missouri (the "City"), is a political subdivision of the State of Missouri duly created, organized and existing under the constitution and laws of the State of Missouri; and

WHEREAS, at the request of the City, the Missouri Development Finance Board (the "Board") has previously caused the issuance and delivery of its $56,290,000 Infrastructure Facilities Revenue Bonds (City of Branson, Missouri), Series 2003A which are currently outstanding in the principal amount of $39,860,000 (the "Refunded Bonds"), the proceeds of which were used to fund a loan to the City pursuant to a Financing Agreement dated as of December 1, 2002 (the "Refunded Financing Agreement"); and

WHEREAS, the Board of Aldermen has previously approved through the passage of an ordinance on October 25, 2011 (the "Prior Ordinance") obtaining a loan (the "Loan") from the Missouri Development Finance Board (the "Board") for the purpose of refunding the Refunded Bonds and refinancing the obligations of the City under the Refunded Financing Agreement; and

WHEREAS, the Loan will be funded through the issuance of two series of the Board's Infrastructure Facilities Revenue Bonds (City of Branson, Missouri) (separately, the "Series 2011A Bonds" and the "Series 2011B Bonds" and collectively, the "Bonds"), with certain terms of the Loan and the Bonds being set forth in the Prior Ordinance and the Bond Purchase Agreement (the "Bond Purchase Agreement") executed pursuant to the passage of the Prior Ordinance; and

WHEREAS, the Board of Aldermen has determined that is necessary and desirable to continue in effect the lease of certain property of the City consisting of City Hall and a fire station (the "Leased Property") as security for the Loan, which Leased Property was also security for the loan authorized under the Refunded Financing Agreement; and

WHEREAS, the City will apply the proceeds of the Loan and certain other funds of the City to (1) refinance the Refunded Bonds and (2) pay the costs of incurring the Loan and issuing the Bonds; and

WHEREAS, the members of the Board of Aldermen hereby find and determine that it is necessary and advisable and in the best interests of the City and its inhabitants that the City obtain the Loan from the Board in the form and manner as hereinafter provided in order to

refinance the Refunded Bonds and prepay the City's obligations under the Refunded Financing Agreement, and in connection therewith to authorize the Mayor and other officers of the City to execute certain documents, as further described below, and to take certain actions in connection therewith.

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

Section 1: **Acknowledgment and Ratification of Prior Ordinance.** The Board of Aldermen hereby acknowledge and ratify the passage of the Prior Ordinance and the documents executed and actions taken pursuant to the passage thereof.

Section 2: **Authorization for Loan.** The City is hereby authorized to borrow from the Board the amount of the Loan set forth in the Prior Ordinance and the Financing Agreement for the purposes set forth therein and herein.

Section 3: **Authorization of Documents.** In connection with the Loan, the City is hereby authorized to execute and deliver the following documents:

(a) Exhibit "1" Financing Agreement dated as of November 15, 2011 between the Board and the City (the "Financing Agreement").

(b) Exhibit "2" Tax Compliance Agreement dated as of November 15, 2011 (the "Tax Compliance Agreement") among the Board, the City and the trustee named therein (the "Trustee").

(c) Exhibit "3" Continuing Disclosure Agreement dated as of November 15, 2011 (the "Continuing Disclosure Agreement") between the City and the Trustee, as Dissemination Agent.

(d) Exhibit "4" Release and Termination dated as of November 15, 2011 between the City and the Board (the "Release and Termination").

(e) Exhibit "5" Escrow Trust Agreement dated as of November 15, 2011 (the "Escrow Agreement") between the Board, City and the Escrow Agent named therein (the "Escrow Agent").

(f) Exhibit "6" Preliminary Official Statement.

(g) Exhibit "7" Base Lease (the "Base Lease") between the City and the Board.

(the "City Documents") in substantially the form presented to and submitted to the City and available for review by the Board of Aldermen (copies of which documents shall be filed in the records of the City), with such changes therein as shall be approved by the officers executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof.

The appropriate officials of the City are hereby authorized, if requested, to provide the purchaser of the Bonds a letter or certification deeming the information contained in the Preliminary Official Statement, with such changes as such officials shall approve, to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1) of the Securities and Exchange Commission to enable the purchaser to comply with the requirements of such Rule 15c2-12(b)(1), and to take such other actions or execute such other documents as such official in their reasonable judgment deem necessary to enable the purchaser to comply with the requirements of such Rule. The appropriate officials of the City are further authorized to execute the final Official Statement in substantially the form of the Preliminary Official Statement with such changes and additions thereto as are necessary to conform to and describe the transaction. The public distribution of the Preliminary Official Statement and final Official statement in connection with the Bonds is hereby approved.

Section 4: **Limited Obligations.** The City's obligation to make Loan Payments and Additional Payments under the Financing Agreement shall be subject to annual appropriation and shall not constitute a debt, liability or indebtedness within the meaning of any constitutional, statutory or charter debt limitation or restriction, all as more fully provided in the Financing Agreement.

Section 5: **Execution of Documents.** The Mayor is hereby authorized and directed to execute and deliver the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 6: **Security for the Loan.** The City's obligation to make Loan Payments and Additional Payments pursuant to the Financing Agreement shall be subject to annual appropriation as provided in the Financing Agreement.

Section 7: **Lease of Property.** For the purpose of securing the Loan, the Board of Aldermen authorizes the lease by the City of the Leased Property to the Board under the Base Lease. The City is further authorized to lease the leased property from the Board under the terms of the Financing Agreement.

Section 8: **Refunding, Defeasance and Payment of Refunded Bonds.** The officers, agents and employees of the City are authorized to take all actions to effect the refunding, defeasance and redemption and payment prior to maturity of the Series 2003A Bonds and prepayment of the City's obligations under the Refunded Financing Agreement. The officers of the City, including the Mayor, Finance Director and City Clerk are authorized and directed to take such actions as are necessary to terminate the existing Investment Repurchase Agreement that deals with the investment of funds in the debt service reserve fund for the Refunded Bonds.

Section 9: **Further Authority.** The officers, agents and employees of the City, including the Mayor, Mayor Pro-Tem, Finance Director and City Clerk are hereby authorized and directed to execute all documents, and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make any changes or additions in this Ordinance and the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they determine to be in the City's best interest, and the execution or taking of such action shall be conclusive evidence of such determination.

Section 10: **Severability.** If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 11: **Governing Law.** This Ordinance shall be governed exclusively by and constructed in accordance with the applicable laws of the State.

Section 12: **Effective Date.** This Ordinance shall take effect and be in full force from and after its passage by the Board of Aldermen.

Read this first time on this _____ day of _____, 2011.

Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this ____ day of _____, 2011.

_____
Raeanne Presley
Mayor

ATTEST:

_____
Lisa K. Westfall
City Clerk

APPROVED AS TO FORM:

By:_____
Gilmore & Bell, P.C.

(The above space is reserved for Recorder's Certification.)

MISSOURI DEVELOPMENT FINANCE BOARD,
as Board and Grantor
Governor Office Building
200 Madison Street, Suite 1000
P.O. Box 567
Jefferson City, Missouri 65102

AND

CITY OF BRANSON, MISSOURI,
as City and Grantee
City Hall
110 W. Maddux
Branson, Missouri 65616

FINANCING AGREEMENT
Dated as of November 15, 2011

Relating to

MISSOURI DEVELOPMENT FINANCE BOARD

$35,810,000 **Missouri Development Finance Board** **Infrastructure Facilities Revenue Bonds** **(City of Branson, Missouri)** **Series 2011A**	**$2,115,000** **Missouri Development Finance Board** **Taxable Infrastructure Facilities Revenue Bonds** **(City of Branson, Missouri)** **Series 2011B**

Certain rights, title and interest of the Missouri Development Finance Board in this Financing Agreement have been pledged and assigned to Commerce Bank, Kansas City, Missouri, as Trustee under a Bond Trust Indenture dated as of November 15, 2011, between the Board and the Trustee.

The real property which is the subject of this Financing Agreement is legally described on Schedule I hereto, appearing on page S1–1.

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FINANCING AGREEMENT

THIS FINANCING AGREEMENT, dated as of November 15, 2011 ("Financing Agreement"), between the **MISSOURI DEVELOPMENT FINANCE BOARD**, a body corporate and politic organized and existing under the laws of the State of Missouri (the "Board"), and the **CITY OF BRANSON, MISSOURI**, a fourth–class city and political subdivision of the State of Missouri (the "City");

RECITALS

1. The Board is authorized and empowered under the Missouri Development Finance Board Act, Sections 100.250 to 100.297, inclusive, of the Revised Statutes of Missouri, as amended ("Act"), to issue revenue bonds and notes for the purpose of providing funds to finance and refinance the costs of certain "projects" as defined in the Act (which includes "Infrastructure Facilities" as defined in the Act) and to pay certain costs related to the issuance of such revenue bonds.

2. At the request of the City, the Board previously issued Infrastructure Facilities Revenue Bonds (City of Branson, Missouri), Series 2003A in the principal amount not to exceed $56,290,000 (the "Refunded Bonds"), to refund and redeem prior obligations of the City issued in connection with certain projects (the "Project").

3. The Board has agreed to continue to assist the City in the refinancing of the Refunded Bonds through the issuance under the Indenture of the Board's Infrastructure Facilities Revenue Bonds (City of Branson, Missouri), Series 2011A, aggregating the principal amount of $35,810,000 (the "Series 2011A Bonds"), and Taxable Infrastructure Facilities Revenue Bonds (City of Branson, Missouri), Series 2011B, aggregating the principal amount of $2,115,000 (the "Series 2011B Bonds, together with the Series 2011A Bonds, the "Bonds"), the proceeds of the Bonds, together with certain City funds and certain remaining proceeds of the Refunded Bonds, to be applied as described in the Indenture and this Financing Agreement to provide funds to (a) refinance the Refunded Bonds, and (b) pay certain respective costs related to the issuance of the Bonds, all as more fully described herein.

4. The governing body of the Board passed and approved a resolution on October 4, 2011, authorizing the Board to issue the Bonds pursuant to the Indenture for the above purposes.

5. Pursuant to such resolution, the Board is authorized (a) to execute and deliver the Indenture for the purpose of issuing and securing the Bonds and any Additional Bonds as hereinafter provided, (b) to enter into a Base Lease dated as of November 15, 2011 (the "Base Lease") between the City and the Board, under which the City will lease certain property described therein (the "Leased Property") to the Board and (c) to enter into this Financing Agreement, under which the Board will loan the proceeds of the Bonds to the City in accordance with the provisions of the Financing Agreement and lease the Leased Property to the City, on an annual basis, in consideration of payments to be made by the City to the Trustee which are, subject to annual appropriation as provided therein, to be sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds as the same become due.

6. The City, by Ordinance Nos. 2011-0115 and _____ passed by the Board of Aldermen on October 25, 2011, and November 7, 2011, respectively, approved the issuance of the Bonds and the execution and delivery of certain documents, including the Base Lease and this Financing Agreement.

7. Pursuant to the foregoing, the Board desires to loan the proceeds of the Bonds to the City, and the City desires to borrow the proceeds of the Bonds from the Board, to be repaid by the City upon

the terms and conditions hereinafter set forth, all for the purpose of providing funds to (a) refinance the Refunded Bonds, and (b) pay certain costs related to the issuance of the Bonds.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the Board and the City do hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. Capitalized terms not defined in this Financing Agreement shall have the meanings set forth in the Indenture.

Section 1.2. Rules of Interpretation. For all purposes of this Financing Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Words importing the singular number shall include the plural and vice versa and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

(c) The table of contents hereto and the headings and captions herein are not a part of this document.

(d) Terms used in an accounting context and not otherwise defined shall have the meaning ascribed to them by generally accepted principles of accounting.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the Board. The Board represents and warrants to the City and the Trustee as follows:

(a) *Organization and Authority.* The Board (1) is a public body corporate and politic duly organized and existing under the laws of the State of Missouri, (2) has lawful power and authority to enter into, execute and deliver this Financing Agreement and the Indenture and to carry out its obligations hereunder and thereunder, and (3) by all necessary action has been duly authorized to execute and deliver this Financing Agreement and all Transaction Documents required to be executed and delivered by it in connection with the issuance of the Bonds (collectively, the "Board Documents"), acting by and through its duly authorized officers.

(b) *No Defaults or Violations of Law.* The execution and delivery of this Financing Agreement and the other Board Documents by the Board will not result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Board is a party or by which it or any of its property is

bound or its bylaws or any of the constitutional or statutory laws, rules or regulations applicable to the Board or its property.

(c) *Leased Property.* The Board has leased the Leased Property from the City and proposes to lease the Leased Property to the City, and shall transfer the Leased Property to the City if the City exercises its option to purchase the Board's interest in the Leased Property, all for the purpose of furthering the public purposes of the City. The Board shall have no authority to operate the Leased Property as a business or in any other manner except as the lessor thereof.

Section 2.2. Representations by the City. The City represents and warrants to the Board and the Trustee as follows:

(a) *Organization and Authority.* The City (1) is a fourth–class city and political subdivision duly organized and validly existing under the laws of the State of Missouri, (2) has lawful power and authority to enter into, execute and deliver this Financing Agreement and all other Transaction Documents required to be executed and delivered by it in connection with the issuance of the Bonds (collectively, the "City Documents") and to carry out its obligations hereunder and thereunder, and (3) by all necessary action has been duly authorized to execute and deliver this Financing Agreement and the other City Documents, acting by and through its duly authorized officers.

(b) *No Defaults or Violations of Law.* The execution and delivery of this Financing Agreement and the other City Documents by the City will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the City is a party or by which it or any of its property is bound, or any of the laws, rules or regulations applicable to the City or its property.

(c) *Public Purpose*. The City has determined that the appropriation of revenues to pay its obligations under this Financing Agreement is an essential public purpose.

(d) *No Litigation.* To the knowledge of the City, there is no litigation or proceeding pending or threatened against the City or any other person affecting the right of the City to execute this Financing Agreement or the other City Documents or the ability of the City to make the Lease Payments or to otherwise comply with the obligations under this Financing Agreement or the other City Documents. Neither the execution and delivery of this Financing Agreement by the City, nor compliance by the City with its obligations under this Financing Agreement require the approval of any regulatory body, or any other entity, which approval has not been obtained.

Section 2.3. Survival of Representations. All representations of the Board and the City contained in this Financing Agreement or in any certificate or other instrument delivered by any such entity pursuant to this Financing Agreement or any other Transaction Document, or in connection with the transactions contemplated thereby, shall survive the execution and delivery thereof and the issuance, sale and delivery of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations.

ARTICLE III

THE LOAN; PAYMENT OF THE BONDS; ISSUANCE OF THE BONDS

Section 3.1. Amount and Source of the Loan; Issuance of Bonds. The Board agrees to lend to the City, upon the terms and conditions herein and in the Indenture specified, the net proceeds received by the Board from the sale of the Bonds (the "Loan"). In order to provide funds to make the Loan and finance the Costs of the Project, the Board agrees that it will issue, sell and deliver the Bonds to the Original Purchaser. The proceeds of the sale of the Bonds shall be paid over to the Trustee for the account of the Board and shall be administered, disbursed and applied for the payment of the Costs of the Project and other purposes upon the terms and in the manner as provided in the Indenture and in this Financing Agreement.

Section 3.2. Lease Payments. Subject to the limitations of **Sections 3.5, 3.7** and **4.1** hereof, the City shall pay the following amounts to the Trustee, all as "Lease Payments" under this Financing Agreement:

(a) *Debt Service Fund--Interest:* On or before **10:00 a.m.** on or before the Business Day preceding each June 1 and December 1, commencing June 1, 2012, an amount which is not less than the interest to become due on the next interest payment date on the Bonds; provided, however that the Borrower may be entitled to certain credits on such payments as permitted under **Section 3.3** of this Financing Agreement.

(b) *Debt Service Fund--Principal:* On or before **10:00 a.m.** on or before the Business Day preceding each principal payment date on the Bonds an amount which is not less than the next installment of principal due on the Bonds on the next principal payment date by maturity or mandatory sinking fund redemption; provided, however, that the Borrower may be entitled to certain credits on such payments as permitted under **Section 3.3** of this Financing Agreement.

(c) *Debt Service Fund--Redemption:* On or before **10:00 a.m.** on the Business Day preceding the date required by this Financing Agreement or the Indenture, the amount required to redeem Bonds then Outstanding if the City exercises its right to redeem Bonds under any provision of the Indenture or if any Bonds are required to be redeemed under any provision of the Indenture.

Notwithstanding any schedule of payments upon the Loan set forth in this Financing Agreement or the Indenture, the City shall make payments upon the Loan and shall be liable therefor at the times and in the amounts (including interest, principal and redemption premium, if any) equal to the amounts to be paid as interest, principal and redemption premium, if any, whether at maturity or by optional redemption upon all Bonds from time to time Outstanding under the Indenture.

Any Supplemental Financing Agreement shall provide for similar deposits into the Debt Service Fund of amounts sufficient to insure the prompt payment of the principal of, premium, if any, and interest on any Additional Bonds as the same become due.

Unpaid Lease Payments shall bear interest at the rates prescribed in the Bonds. Any interest charged and collected on an unpaid Lease Payment shall be deposited to the credit of the Debt Service Fund and applied to pay interest on overdue amounts in accordance with the Indenture.

The City and the Board each acknowledge that, except as otherwise provided in the Indenture, they have no interest in the Debt Service Fund or the Rebate Fund, and any moneys deposited therein shall be in the custody of and held by the Trustee in trust for the benefit of the Bondowners and the United States of America as provided in the Indenture.

Section 3.3. Credits on Lease Payments. Notwithstanding any provision contained in this Financing Agreement or in the Indenture to the contrary, in addition to any credits on the Loan resulting from the payment or prepayment of Lease Payments from other sources:

(a) any moneys deposited (including earnings thereon) by the Trustee in the Debt Service Fund as interest (including moneys received as accrued interest from the sale of the Bonds and any initial deposit of capitalized interest made from the proceeds of the sale of any series of the Bonds) shall be credited against the obligation of the City to pay interest on the Loan as the same becomes due;

(b) any moneys deposited (including earnings thereon) by the Trustee in the Debt Service Fund as principal shall be credited against the obligation of the City to pay the principal of the Loan as the same becomes due in the order of maturity thereof; and

(c) the amount of any moneys transferred by the Trustee from any other fund held under the Indenture and deposited in the Debt Service Fund as interest or principal shall be credited against the obligation of the City to pay interest or principal, as the case may be, as the same become due.

Section 3.4. Additional Payments. Subject to the limitations of **Sections 3.5, 3.7** and **4.1** hereof, the City shall pay the following amounts to the following persons, all as "Additional Payments" under this Financing Agreement:

(a) to the Trustee, when due, all reasonable fees and charges for its services rendered under the Indenture, this Financing Agreement and any other Transaction Documents, and all reasonable expenses (including without limitation reasonable fees and charges of any Paying Agent, registrar, counsel, accountant, engineer, rebate analyst or other person) incurred in the performance of the duties of the Trustee under the Indenture or this Financing Agreement for which the Trustee and other persons are entitled to repayment or reimbursement;

(b) to the Trustee, upon demand, an amount necessary to pay rebatable arbitrage in accordance with the Tax Compliance Agreement and the Indenture;

(c) to the Board, on the Bond Issuance Date, its regular administrative and issuance fees and charges, if any, and all expenses (including without limitation attorney's fees) incurred by the Board in relation to the transactions contemplated by this Financing Agreement and the Indenture, which are not otherwise to be paid by the City under this Financing Agreement or the Indenture;

(d) to the appropriate person, such payments as are required (i) as payment for or reimbursement of any and all reasonable costs, expenses and liabilities incurred by the Board or the Trustee or any of them in satisfaction of any obligations of the City hereunder that the City does not perform, or incurred in the defense of any action or proceeding with respect to the Project, this Financing Agreement or the Indenture, or (ii) as reimbursement for expenses paid, or as prepayment of expenses to be paid, by the Board or the Trustee and that are incurred as a result

of a request by the City, or a requirement of this Financing Agreement and that the City is not otherwise required to pay under this Financing Agreement;

(e) to the appropriate person, amounts to be paid pursuant to the Tax Compliance Agreement, including without limitation Sections 4.1(f) and 4.7 thereof;

(f) to the appropriate person, any other amounts required to be paid by the City under this Financing Agreement or the Indenture; and

(g) any past due Additional Payments shall continue as an obligation of the City until they are paid and shall bear interest at the Prime Rate plus 2% during the period such Additional Payments remain unpaid.

Section 3.5. Annual Appropriations. The City intends, on or before the last day of each Fiscal Year, to budget and appropriate, specifically with respect to this Financing Agreement, moneys sufficient to pay all the Lease Payments and reasonably estimated Additional Payments for the next succeeding Fiscal Year. The City shall deliver written notice to the Trustee no later than 15 days after the commencement of its Fiscal Year stating whether or not the Board of Aldermen has appropriated funds sufficient for the purpose of paying the Lease Payments and Additional Payments reasonably estimated to become due during such Fiscal Year. If the Board of Aldermen shall have made the appropriation necessary to pay the Lease Payments and reasonably estimated Additional Payments to become due during such Fiscal Year, the failure of the City to deliver the foregoing notice on or before the 15th day after the commencement of its Fiscal Year shall not constitute an Event of Nonappropriation and, on failure to receive such notice 15 days after the commencement of the City's Fiscal Year, the Trustee shall make independent inquiry of the fact of whether or not such appropriation has been made. If the Board of Aldermen shall not have made the appropriation necessary to pay the Lease Payments and Additional Payments reasonably estimated to become due during such succeeding Fiscal Year, the failure of the City to deliver the foregoing notice on or before the 15th day after the commencement of its Fiscal Year shall constitute an Event of Nonappropriation.

Section 3.6. Annual Budget Request. The City Administrator or other officer of the City at any time charged with the responsibility of formulating budget proposals shall include in the budget proposals submitted to the Board of Aldermen, in each Fiscal Year in which this Financing Agreement shall be in effect, an appropriation for all payments required for the ensuing Fiscal Year; it being the intention of the City that the decision to appropriate or not to appropriate under this Financing Agreement shall be made solely by the Board of Aldermen and not by any other official of the City. The City intends, subject to the provisions above respecting the failure of the City to budget or appropriate funds to make Lease Payments and Additional Payments, to pay the Lease Payments and Additional Payments hereunder. The City reasonably believes that legally available funds in an amount sufficient to make all Lease Payments and Additional Payments during each Fiscal Year can be obtained. The City further intends to do all things lawfully within its power to obtain and maintain funds from which the Lease Payments and Additional Payments may be made, including making provision for such Lease Payments and Additional Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of the City and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. The City's Finance Director is directed to do all things lawfully within such person's power to obtain and maintain funds from which the Lease Payments and Additional Payments may be paid, including making provision for such Lease Payments and Additional Payments to the extent necessary in each proposed annual budget submitted for approval or by supplemental appropriation in accordance with applicable procedures of the City and to exhaust all available reviews and appeals in the event such portion of the budget or supplemental appropriation is not

approved. Notwithstanding the foregoing, the decision to budget and appropriate funds is to be made in accordance with the City's normal procedures for such decisions.

Section 3.7. Lease Payments to Constitute Current Expenses of the City. The Board and the City acknowledge and agree that the Lease Payments and Additional Payments hereunder shall constitute currently budgeted expenditures of the City, and shall not in any way be construed or interpreted as creating a liability or a general obligation or debt of the City in contravention of any applicable constitutional or statutory limitations 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 pay Lease Payments and Additional 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. Neither this Financing Agreement nor the issuance of the Bonds shall directly or indirectly obligate the City to levy or pledge any form of taxation or make any appropriation or make any payments beyond those appropriated for the City's then current Fiscal Year, but in each Fiscal Year Lease Payments and Additional Payments shall be payable solely from the amounts budgeted or appropriated therefor out of the income and revenue provided for such year, plus any unencumbered balances from previous years; provided, however, that nothing herein shall be construed to limit the rights of the owners of the Bonds or the Trustee to receive any amounts which may be realized from the Trust Estate pursuant to the Indenture. Failure of the City to budget and appropriate said moneys on or before the last day of any Fiscal Year shall be deemed an Event of Nonappropriation.

Section 3.8. Initial Lease of Leased Property. Simultaneously with the issuance and delivery of the Bonds and the delivery of this Financing Agreement, the City shall by appropriate instrument lease the Leased Property, in accordance with the legal description of the Leased Property set forth in **Schedule 1** attached hereto and pursuant to the terms of the Base Lease to the Board in consideration of the issuance of the Bonds and the application of the proceeds thereof as provided in the Indenture.

Section 3.9. Granting of Leasehold Estate. The Board hereby rents, leases and lets the Leased Property back to the City, and the City hereby rents, leases and hires the Leased Property from the Board, for the rentals and upon and subject to the terms and conditions herein contained.

ARTICLE IV

SECURITY FOR THE LOAN

Section 4.1. Security for the Loan. The City's obligations to pay the Lease Payments and Additional Payments described herein and any amounts required to be paid under **Section 6.2** or **Section 9.4** hereof, as applicable, shall be limited, special obligations of the City payable solely from, and secured as to the payment of principal and interest by, a pledge of, subject to annual appropriation by the City as provided in **Section 3.5** hereof, all general fund revenues of the City. The taxing power of the City is not pledged to the payment of the Loan either as to principal or interest. The City's obligation to pay the Lease Payments and Additional Payments shall not constitute general obligations of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional or statutory provision, limitation or restriction.

ARTICLE V

TERM

Section 5.1. Term of the Financing Agreement. This Financing Agreement shall become effective upon its delivery and, subject to earlier termination pursuant to the provisions of this Financing Agreement, shall have an initial term terminating on the last day of the City's current Fiscal Year. The Term of the Financing Agreement may be continued, solely at the option of the City, at the end of the Initial Term or any Renewal Term for an additional Renewal Term up to the Maximum Term of the Financing Agreement. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Initial Term. In order for the City to exercise the option to renew this Financing Agreement, the City shall deliver to the Trustee, on or before December 31 in each year during which Bonds are Outstanding, a copy of the ordinance adopted by the Board of Aldermen of the City, which shall (a) authorize the renewal of this Financing Agreement for an additional one-year term (except that the final term shall terminate not later December 1, 2031), and (b) irrevocably budget, appropriate and set aside City funds in an amount sufficient to pay the anticipated Lease Payments and Additional Payments to become due during such Renewal Term. Failure to deliver such ordinance will not waive the right of the City to renew this Financing Agreement nor constitute a default hereunder, provided the Board of Aldermen of the City has, on or before the date required by the laws of the State, budgeted and appropriated, specifically with respect to this Financing Agreement, money sufficient to pay all Lease Payments and Additional Payments for the ensuing Renewal Term.

Section 5.2. Termination of Term of the Financing Agreement. The Term of the Financing Agreement shall terminate upon the earliest of any of the following events:

(a) the expiration of the Initial Term or any Renewal Term of this Financing Agreement and the non-renewal of this Financing Agreement in the Event of Nonappropriation;

(b) the exercise by the City of the option to purchase the Board's interest in the Leased Property granted under the provisions of **Article XII** hereof and payment of the Purchase Price and all amounts payable in connection therewith;

(c) a default by the City and the Board's election to terminate this Financing Agreement under **Article IX** hereof;

(d) the payment by the City of all Lease Payments authorized or required to be paid by the City hereunder during the Maximum Term of the Financing Agreement; or

(e) December 1, 2031.

Section 5.3. Survival of Certain Matters. All agreements, covenants, representations and certifications by the City as to all matters affecting the status of the interest on the Bonds shall survive the termination of this Financing Agreement and the defeasance of the Bonds.

ARTICLE VI

GENERAL COVENANTS AND PROVISIONS

Section 6.1. Information Provided to the Board and the Trustee. The City shall furnish to the Board and the Trustee written notice of any Event of Nonappropriation as soon as practicable, but in no event more than **5** days after such Event of Nonappropriation.

The City will at any and all times, upon the written request of the Trustee or the Board and at the expense of the City, permit the Trustee and the Board by their representatives to inspect the properties, books of account, records, reports and other papers of the City, and to take copies and extracts therefrom, and will promptly afford and procure a reasonable opportunity to make any such inspection, and the City will furnish to the Board and the Trustee any and all information as the Board or the Trustee may reasonably request with respect to the performance by the City of its covenants in this Financing Agreement.

Section 6.2. Indemnification.

(a) The City releases the Board and the Trustee from, agrees that the Board and the Trustee shall not be liable for, and, to the extent permitted by law, indemnifies the Board and the Trustee against, all liabilities, losses, damages (including attorneys' fees), causes of action, suits, claims, costs and expenses, demands and judgments of any nature imposed upon or asserted against the Board or the Trustee, on account of: (i) any breach or default on the part of the City in the performance of any covenant or agreement of the City under this Financing Agreement or any related document, or arising from any act or failure to act by the City, or any of its agents, contractors, servants, employees or licensees (including, without limitation, any failure to comply or any violation, actual or alleged, in connection with Environmental Regulations); (ii) matters regarding the authorization, issuance and sale of the Bonds attributable to the City, and the provision of any information furnished by the City in connection therewith concerning the Project or the City or arising from (1) any errors or omissions by the City such that the Bonds, when delivered to the Bondowners, are not validly issued and binding obligations of the Board, or (2) any fraud or misrepresentations or omissions contained in the proceedings of the Board furnished by or attributable to the City relating to the issuance of the Bonds or pertaining to the financial condition of the City which, if known to the original purchaser of the Bonds, might be considered a material factor in its decision to purchase the Bonds.

(b) The City agrees, to the extent permitted by law, to indemnify the Trustee for and to hold it harmless against all liabilities, claims, costs and expenses incurred except for liabilities, claims, costs and expenses caused by the negligence or willful misconduct on the part of the Trustee, on account of any action taken or omitted to be taken by the Trustee in accordance with the terms of this Financing Agreement, the Bonds, the Indenture or any other Transaction Document or any action taken at the request of or with the consent of the City, including the costs and expenses (including, without limitation, reasonable compensation, expenses and disbursements of its agents and counsel) of the Trustee in defending itself against any such claim, action or proceeding brought in connection with the exercise or performance of any of its powers or duties under this Financing Agreement, the Bonds or the Indenture.

(c) In case any action or proceeding is brought against the Trustee in respect of which indemnity may be sought hereunder, the party seeking indemnity promptly shall give notice of that action or proceeding to the City, and the City upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceeding; provided, that failure of a party to give that notice shall not relieve the City from any of its obligations under this Section unless that failure prejudices the defense of the action or proceeding by the City. At its own expense, an indemnified party may employ separate

legal counsel and participate in the defense; provided, however, in the event the City shall fail to employ counsel or such counsel shall fail to actively defend such actions or protect the Board or the Trustee, or both, the Board or the Trustee may employ counsel at the expense of the City to defend such action. The City shall not be liable for any settlement made without its consent.

(d) The indemnification set forth above is intended to and shall include the indemnification of all affected officials, directors, officers, attorneys, accountants, financial advisors, staff and employees of the Board and the Trustee, respectively. That indemnification is intended to and shall be enforceable by the Board and the Trustee, respectively, to the full extent permitted by law.

Section 6.3. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Financing Agreement, failure of the City to comply with the Continuing Disclosure Agreement shall not be considered an event of default under this Financing Agreement; however, the Trustee may (and, at the request of the Underwriter or the owners of at least 25% aggregate principal amount in Outstanding Bonds, having been indemnified in accordance with **Section 802(e)** of the Indenture, shall) or any Bondowner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the City to comply with its obligations under this Section. For purposes of this Section, **"Beneficial Owner"** means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Section 6.4. Possession and Use of the Leased Property.

(a) The Board covenants and agrees that as long as the City is not in default under this Financing Agreement, the City shall have sole and exclusive possession of the Leased Property (subject to the Board's right of access pursuant to **Section 6.14** hereof) and shall and may peaceably and quietly have, hold and enjoy the Leased Property during the Term of the Financing Agreement. The Board covenants and agrees that it will not take any action, other than pursuant to **Article IX** hereof, to prevent the City from having quiet and peaceable possession and enjoyment of the Leased Property during the Term of the Financing Agreement and will, at the request and expense of the City, cooperate with the City in order that the City may have quiet and peaceable possession and enjoyment of the Leased Property and will defend the City's enjoyment and possession thereof against all parties.

(b) Subject to the provisions of this Section, the City shall have the right to use the Leased Property for any lawful purpose allowed by law. The City shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities (including without limitation all environmental laws), now or hereafter applicable to the Leased Property and the other property of the City or to any adjoining public ways, as to the manner of use or the condition of the Leased Property or of adjoining public ways. The City shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried by the provisions of **Article VI** hereof. The City shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the City to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the City shall have the right, at its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the City may refrain from complying therewith unless the Board or the Trustee shall notify the City that, in the Opinion of Counsel, by noncompliance the interest of the Board in the Leased Property will be

materially endangered or the Leased Property or any part thereof will be subject to loss or forfeiture, in which event the City shall promptly comply therewith or provide the Board with full security against any such loss or forfeiture, in form satisfactory to the Board and the Trustee. The Board will cooperate fully with the City in any such contest, upon request and at the expense of the City.

Section 6.5. Maintenance, Repairs and Utilities.

(a) The City shall, at its own expense, maintain, preserve and keep the Leased Property and all parts thereof in good repair, working order and condition, and shall from time to time make all repairs, replacements and improvements necessary to keep the Leased Property and all parts thereof in safe condition and free from filth, nuisance or conditions unreasonably increasing the danger of fire or other casualty. The Board shall have no responsibility for any of these repairs, replacements or improvements.

(b) The City shall contract in its own name and pay for all utilities and utility services used by the City in, on or about the Leased Property, and the City, shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Section 6.6. [Reserved.]

Section 6.7. Liens.

(a) Except with respect to Permitted Encumbrances and as otherwise herein or in the Indenture provided, neither the Board nor the City shall, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property. Whenever and as often as any mechanics' or other lien is filed against the Leased Property, or any part thereof, the City shall discharge the same of record within 60 days after the date of filing. Notice is hereby given that the Board shall not be liable for any labor or materials furnished to the City or to anyone claiming by, through or under the City upon credit, and that no mechanics' or other lien shall attach to or affect the reversionary or other estate of the Board in and to the Leased Property or any part thereof.

(b) The City, notwithstanding paragraph (a) above, shall have the right to contest any lien if and provided that the City (i) within said 60-day period stated above notifies the Board and the Trustee in writing of the City's intention to do so, (ii) diligently prosecutes such contest, (iii) at all times effectively stays or prevents any official or judicial sale of the Leased Property, or any part thereof or interest therein, under execution or otherwise, (iv) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim, and (v) thereafter promptly procures record release or satisfaction thereof. The City may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Board or the Trustee shall notify the City that, in the opinion of Counsel, by nonpayment of any such items, the interest of the Board in the Leased Property will be materially endangered or any part thereof will be subject to loss or forfeiture, in which event the City shall promptly discharge such lien. Except as expressly provided in this Article, the City shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The City shall reimburse the Board for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 6.8. Taxes, Assessments and Other Governmental Charges.

(a) The City shall promptly pay and discharge, as the same become due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be

lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Leased Property, or any part thereof or interest therein (including the leasehold estate of the City in the Leased Property) or any buildings, improvements, machinery and equipment at any time installed thereon by the City, or the income therefrom or Lease Payments and other amounts payable under this Financing Agreement, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which, if not paid when due, would impair the security of the Bonds or encumber the Board's interest in the Leased Property; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed but which may be paid in installments, the City shall be obligated to pay only such installments thereof as become due and payable during the Term of the Financing Agreement.

(b) The City shall have the right, in its own name or in the Board's name, to contest the validity or amount of any tax, assessment or other governmental charge which the City is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least ten (10) days before the contested tax, assessment or other governmental charge becomes delinquent if and provided that the City (i) before instituting any such contest, gives the Board and the Trustee written notice of the City's intention to do so, (ii) diligently prosecutes any such contest, (iii) at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, (iv) promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested, and (v) thereafter promptly procures record release or satisfaction thereof. The Board agrees to cooperate with the City in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The City shall hold the Board whole and harmless from any costs and expenses the Board may incur in relation to any of the above.

Section 6.9. Casualty Insurance.

(a) Subject to **Section 6.12** hereof, the City shall at its sole cost and expense obtain and shall maintain throughout the Term of the Financing Agreement, a policy or policies of insurance to keep the Leased Property and its other property located at the Leased Property constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible clauses). The Full Insurable Value of the Leased Property shall be determined from time to time at the request of the Board, the City or the Trustee (but not more frequently than once in every three years) by an architect, contractor, appraiser, appraisal company or one of the insurers, to be selected, subject to the approval of the Trustee, and paid by the City. The insurance required pursuant to this Section shall be maintained at the City's sole cost and expense, and shall be maintained with a generally recognized responsible insurance company or companies authorized to do business in the State or through the Missouri Public Entity Risk Management Fund ("MOPERM") created pursuant to Section 537.700 *et seq.*, RSMo, 2000, as amended, as may be selected by the City. Copies of the insurance policies required under this Section, or originals or certificates thereof, each bearing notations evidencing payment of the premiums or other evidence of such payment, shall be delivered by the City to the Trustee within 30 days of purchase or renewal. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the Board, the City and the Trustee as loss payees as their respective interests may appear, shall contain a provision that such insurance may not be cancelled by the issuer thereof without at least 30 days' advance written notice to the Board, the City and the Trustee, shall waive any co-insurance penalty, shall be payable up to the required policy dollar limit for damage to the Leased Property without any contingency on the degree or extent of damage sustained at other property of the City and shall be payable to the Trustee. In the event the City fails to obtain and maintain such insurance, the Board or the Trustee may obtain and maintain the same at the City's expense to be repaid as Additional Payments as provided

in **Section 3.4** hereof together with interest equal to the base lending rate of the Trustee. In accordance with the requirements of Section 427.120, Revised Statutes of Missouri, unless the City provides evidence of the insurance coverage required hereunder, the Board or the Trustee may purchase insurance at the City's expense to protect the Board's and the Trustee's interests in the collateral. This insurance may, but need not, protect the City's interests. Any coverage so purchased may not pay any claim that the City makes or any claim that is made against the City in connection with the collateral. The City may later cancel any insurance purchased by the Board or the Trustee, but only after providing evidence that the City has obtained insurance as required hereunder. If the Board or the Trustee purchases insurance for the collateral, the City will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges the Board or the Trustee may impose in connection with the purchase of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be more than the cost of insurance the City may be able to obtain on its own.

(b) In the event of loss or damage to the Leased Property, the Net Proceeds of casualty insurance carried pursuant to this Section shall be paid to the Trustee and shall be applied as provided in **Section 12.1** hereof.

Section 6.10. Public Liability Insurance.

(a) Subject to **Section 6.12** hereof, the City shall at its sole cost and expense maintain or cause to be maintained at all times during the Term of the Financing Agreement general accident and public liability insurance (including but not limited to coverage for all losses whatsoever arising from the ownership, maintenance, operation or use of any automobile, truck or other motor vehicle) related to the operation, management and maintenance of its property, under which the Board, the City and the Trustee shall be named as insureds, properly protecting and indemnifying the Board and the Trustee, in an amount not less than $1,000,000 for bodily injury (including death) and property damage combined single limit each occurrence with a commercially reasonable deductible determined by the City. Such insurance shall be maintained with (i) a generally recognized responsible insurance company or companies authorized to do business in the State as may be selected by the City with a rating of A or better by Best or in the two highest rating categories by Moody's or Standard & Poor's, or (ii) MOPERM. The policies of said insurance shall contain a provision that such insurance may not be cancelled by the issuer thereof without at least 30 days' advance written notice to the Board, the City and the Trustee. Such policies or copies or certificates thereof shall be furnished to the Board and the Trustee.

(b) In the event of a public liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 6.11. Workers' Compensation Insurance. The City agrees throughout the Term of the Financing Agreement to maintain or cause to be maintained the Workers' Compensation coverage required by the laws of the State.

Section 6.12. Blanket Insurance Policies; Self–Insurance. The City may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance or self–insurance, provided that the City complies with each and all of the requirements and specifications of this Article respecting insurance. Self-insurance or insurance reserves maintained by a joint exercise of powers authority for property and casualty and liability risks may be approved in writing by the Trustee on an exception basis provided that the following minimum conditions are met:

(a) The self-insurance program must be approved by an independent insurance consultant;

(b) The self-insurance program must be maintained on an actuarially sound basis and the Trustee will annually receive a certified actuarial statement attesting to the sufficiency of the program's assets;

(c) The self-insurance fund must be held in a separate trust fund by an independent trustee; and

(d) In the event the self-insurance program is discontinued, the actuarial soundness of the claim reserve fund must be maintained.

Section 6.13. Hazardous Materials.

(a) The City shall not cause or permit the Leased Property or any other property of the City to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in compliance with all applicable federal, state and local laws or regulations, nor shall the City cause or permit, as a result of any intentional or unintentional act or omission of the City or any tenant or subtenant, a release of Hazardous Materials onto the Leased Property or any other property of the City. The City shall comply with and ensure compliance by all tenants and subtenants with all applicable federal, state and local laws, ordinances, rules and regulations, wherever and by whomever triggered, and shall obtain and comply with, and ensure that all tenants and subtenants obtain and comply with, any and all approvals, registrations or permits required thereunder. The City shall (i) conduct and complete all investigations, studies, sampling and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials, on, from, or affecting the Leased Property (A) in accordance with the all applicable federal, state and local laws, ordinances, rules, regulations, and policies, (B) to the satisfaction of the Trustee, and (C) in accordance with the orders and directives of all federal, state and local governmental authorities, and (ii) to the extent permitted by law, defend, indemnify, and hold harmless the Board and the Trustee and their respective officers, stockholders, employees, members or agents from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to, (A) the presence, disposal, release, or threatened release of any Hazardous Materials which are on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise, (B) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials, and/or (C) any violation of laws, orders, regulations, requirements or demands of government authorities, which are based upon or in any way related to any such Hazardous Materials including, without limitation, attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses. In the event that the Trustee, as assignee of the Board, elects to control, operate, sell or otherwise claim property rights in the Leased Property as a remedy hereunder or in the event this Financing Agreement is terminated, the Board and the City shall deliver the Leased Property free of any and all Hazardous Materials so that the conditions of the Leased Property shall conform with all applicable federal, state and local laws, ordinances, rules or regulations affecting the Leased Property. Prior to any such delivery of the Leased Property, the City shall pay the Trustee, from its own funds, any amounts then required to be paid under (ii) above. Notwithstanding anything in this Financing Agreement to the contrary, the agreements in the preceding two sentences and in (ii) above shall survive termination of this Financing Agreement. For purposes of this paragraph, "Hazardous Materials" includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Materials Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, *et seq*.), the Hazardous Materials Transportation Act, as amended (49 U.S.C Sections 1801 et. seq.), and in the regulations adopted and

publications promulgated pursuant thereto, or any other federal, state or local environmental law, ordinance, rule, or regulation.

(b) The covenants, representations, warranties and indemnities in this **Section 6.13** (i) shall survive any termination of this Financing Agreement due to an Event of Nonappropriation or other event prior to payment in full of the Bonds and (ii) shall be deemed continuing covenants, representations, warranties and indemnities running with the land for the benefit of the Trustee, and its successors and assigns including any purchaser at a foreclosure sale, any transferee of the title of the Trustee or any subsequent purchaser at a foreclosure sale, and any subsequent owner of the Leased Property claiming through or under the title of the Trustee.

Section 6.14. Right of Access to the Leased Property. The City agrees that the Board and the Trustee and their duly authorized agents shall have the right at reasonable times (during business hours), subject to the City's usual safety and security requirements, to enter upon the Leased Property (i) to examine and inspect the Leased Property without interference or prejudice to the City's operations, (ii) to perform such work in and about the Leased Property made necessary by reason of the City's default under any of the provisions of this Financing Agreement, and (iii) to exhibit the Leased Property to prospective purchasers, lessees or trustees.

Section 6.15. Granting of Easements. If no Event of Default under this Financing Agreement shall have happened and be continuing, the City may at any time or times during any term of this Financing Agreement (a) grant easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property included in the Leased Property, (b) release existing easements, licenses, rights-of-way and other rights or privileges, or (c) subordinate the lien hereof and the liens of the Indenture for any easements, licenses, rights-of-way, other rights or privileges in the nature of easements, agreements (including party wall agreements) or other arrangements with respect to any property included in the Leased Property, all with or without consideration and upon such terms and conditions as the City shall determine. The Board agrees that it will execute and deliver and will cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant, release or subordinate to any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the Board and the Trustee of (i) a copy of the instrument of grant, release or subordination or of the agreement or other arrangement, (ii) a written application signed by a City Representative requesting such instrument; and (iii) a certificate executed by a City Representative stating that such grant, release or subordination is not detrimental to the proper conduct of the business of City, will not impair the effective use or interfere with the efficient and economical operation of the Leased Property, will constitute a Permitted Encumbrance, and will not materially adversely affect the security intended to be given by or under the Base Lease, this Financing Agreement or the Indenture. If the instrument of grant or subordination shall so provide, any such easement or right and the rights of such other parties thereunder shall be superior to the rights of Board and the Trustee under this Financing Agreement or the Indenture and shall not be affected by any termination of this Financing Agreement or by default on the part of the City hereunder. Any payments or other consideration received by the City for any such grant or with respect to or under any such agreement or other arrangement shall be and remain part of the Trust Estate, as provided in the Indenture, and shall be paid into the Debt Service Fund.

ARTICLE VII

ADDITIONAL BONDS

Section 7.1. Additional Bonds. The Board from time to time may, in its sole discretion, at the written request of the City, authorize the issuance of Additional Bonds for the purposes and upon the terms and conditions provided in **Section 203** of the Indenture; provided that (1) the terms of such Additional Bonds, the purchase price to be paid therefor and the manner in which the proceeds thereof are to be disbursed shall have been approved by resolutions and ordinances adopted by the Board and the City, respectively; (2) prior to the issuance of such Additional Bonds, the Board and the City shall have entered into a Supplemental Financing Agreement to acknowledge that Lease Payments are revised to the extent necessary to provide for the payment of the principal of, redemption premium, if any, and interest on the Additional Bonds and to extend the term of this Financing Agreement if the maturity of any of the Additional Bonds would otherwise occur after the expiration of the term of this Financing Agreement; and (3) the Board and the City shall have otherwise complied with the provisions of this Financing Agreement and **Section 203** of the Indenture with respect to the issuance of such Additional Bonds.

ARTICLE VIII

ASSIGNMENT; SUBLETTING

Section 8.1. Assignment by the Board. The Board, by means of the Indenture and as security for the payment of the principal of, purchase price, and redemption premium, if any, and interest on the Bonds, will assign, pledge and grant a security interest in all of its rights, title and interests in, to and under this Financing Agreement, including Lease Payments and Additional Payments and other revenues, moneys and receipts received by it pursuant to this Financing Agreement, to the Trustee (reserving its Unassigned Board's Rights) for the benefit of the Bondowner.

Section 8.2. Restriction on Transfer of Board's Rights. The Board will not sell, assign, transfer or convey its interests in this Financing Agreement except pursuant to the Indenture.

Section 8.3. Assignment and Subleasing by City.

(a) Except as provided in subsection (b) of this Section, the City may not assign this Financing Agreement in whole or in part, and may not sublease the Leased Property in whole or in part, as long as any Bonds remain Outstanding, unless it receives an opinion of Bond Counsel that such assignment or sublease will not cause interest on the Series 2011A Bonds or any series of Additional Bonds the interest income on which was, at the time of issuance thereof, excludable from gross income for purposes of federal income taxation, to be includible in gross income for federal income tax purposes. In the event of any sublease of any kind of part or all of the Leased Property, the City shall remain fully liable under the terms and conditions of this Financing Agreement.

(b) The City may sublease the Leased Property on a short-term (less than 12 months) basis including all renewal options.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default Defined. The term "Event of Default" or "Default" shall mean any one or more of the following events:

(a) Failure by the City to timely pay any Lease Payment.

(b) Failure by the City to make any Additional Payment when due and, after notice of such failure, the City shall have failed to make such payment within 10 days following the due date.

(c) Failure by the City to observe and perform any covenant, condition or agreement on the part of the City under this Financing Agreement or the Indenture, other than as referred to in the preceding subparagraphs (a) and (b) of this Section, for a period of 30 days after written notice of such default has been given to the City by the Trustee or the Board during which time such default is neither cured by the City nor waived in writing by the Trustee and the Board, provided that, if the failure stated in the notice cannot be corrected within said 30-day period, the Trustee and the Board may consent in writing to an extension of such time prior to its expiration and the Trustee and the Board will not unreasonably withhold their consent to such an extension if corrective action is instituted by the City within the 30-day period and diligently pursued to completion and if such consent, in their judgment, does not materially adversely affect the interests of the Bondowner.

(d) Any representation or warranty by the City herein or in any certificate or other instrument delivered under or pursuant to this Financing Agreement or the Indenture or in connection with the financing of the Project shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made, unless waived in writing by the Board and the Trustee or cured by the City, if such representation or warranty can be cured to the satisfaction of the Board and the Trustee within 30 days after notice thereof has been given to the City.

(e) The City shall vacate or abandon the Leased Property, and the same shall remain uncared for and unoccupied for a period of 60 days.

Section 9.2. Remedies on Default. Subject to the provisions of **Section 9.7** hereof, whenever any Event of Default shall have occurred and be continuing, the Trustee, as the assignee of the Board, may take any one or more of the following remedial steps; provided that if the principal of all Bonds then Outstanding and the interest accrued thereon shall have been declared immediately due and payable pursuant to the provisions of **Section 702** of the Indenture, all Lease Payments for the remainder of the most recent Fiscal Year for which the City has appropriated funds pursuant to Section 3.5 hereof shall become immediately due and payable without any further act or action on the part of the Board or the Trustee and the Trustee may immediately proceed (subject to the provisions of **Section 9.7** hereof) to take any one or more of the remedial steps set forth in subparagraph (b) of this Section:

(a) By written notice to the City declare the outstanding principal of the Loan due in the most recent Fiscal Year for which the City has appropriated funds pursuant to **Section 3.5** hereof to be immediately due and payable, together with interest on overdue payments of principal and redemption premium, if any, and, to the extent permitted by law, interest, at the rate

or rates of interest specified in the respective Bonds or the Indenture, without presentment, demand or protest, all of which are expressly waived.

(b) Give the City written notice of intention to terminate this Financing Agreement on a date specified in such notice, and if all defaults have not then been cured, on the date so specified, the City's rights to possession of the Leased Property shall cease and this Financing Agreement shall thereupon be terminated, and the Board may re-enter and take possession of the Leased Property,

(c) Without terminating this Financing Agreement, re-enter the Leased Property or take possession thereof pursuant to legal proceedings or pursuant to any notice provided for by law, and having elected to re-enter or take possession of the Leased Property without terminating this Financing Agreement, the Board shall use reasonable diligence to relet the Leased Property, or parts thereof, for such term or terms and at such rental and upon such other provisions and conditions as the Board may deem advisable, with the right to make alterations and repairs to the Leased Property, and no such re-entry or taking of possession of the Leased Property by the Board shall be construed as an election on the Board's part to terminate this Financing Agreement, and no such re-entry or taking of possession by the Board shall relieve the City of its obligation to pay Lease Payments or Additional Payments (at the time or times provided herein), or of any of its other obligations under this Financing Agreement, all of which shall survive such re-entry or taking of possession, and the City shall continue to pay the Lease Payments and Additional Payments specified in this Financing Agreement until the end of the then current Term of the Financing Agreement, whether or not the Leased Property shall have been relet, less the net proceeds, if any, of any reletting of the Leased Property after deducting all of the Board's reasonable expenses in or in connection with such reletting, including without limitation all repossession costs, brokerage commissions, legal expenses, expenses of employees, alteration costs and expenses of preparation for reletting and said net proceeds of any reletting shall be deposited in the Debt Service Fund.

(d) Take whatever other action at law or in equity is necessary and appropriate to exercise or to cause the exercise of the rights and powers set forth herein or in the Indenture, as may appear necessary or desirable to collect the amounts payable pursuant to this Financing Agreement then due and thereafter to become due or to enforce the performance and observance of any obligation, agreement or covenant of the City under this Financing Agreement or the Indenture.

In the enforcement of the remedies provided in this Section, the Trustee may treat all fees, costs and expenses of enforcement, including reasonable legal, accounting and advertising fees and expenses, as Additional Payments then due and payable by the City.

Having elected to re-enter or take possession of the Leased Property without terminating this Financing Agreement, the Board may (subject, however, to any restrictions in the Indenture against termination of this Financing Agreement), by notice to the City given at any time thereafter while the City is in default in the payment of Lease Payments or Additional Payments or in the performance of any other obligation under this Financing Agreement, elect to terminate this Financing Agreement on a date to be specified in such notice, and if all defaults shall not have then been cured, this Financing Agreement shall thereupon be terminated on the date so specified. If in accordance with any of the foregoing provisions of this Article the Board shall have the right to elect to re-enter and take possession of the Leased Property, the Board may enter and expel the City and those claiming through or under the City and remove the property and effects of both or either (forcibly if necessary) without being guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or for preceding breach of covenant.

The Board may take whatever action at law or in equity which may appear necessary or desirable to collect rent then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the City under this Financing Agreement.

Any amount collected pursuant to action taken under this Section shall be paid to the Trustee and applied, first, to the payment of any costs, expenses and fees incurred by the Board or the Trustee as a result of taking such action and, next, any balance shall be used to satisfy any Lease Payments then due by payment into the Debt Service Fund and applied in accordance with the Indenture and, then, to satisfy any other Additional Payments then due or to cure any other Event of Default.

Notwithstanding the foregoing, the Trustee shall not be obligated to take any step that in its opinion will or might cause it to expend money or otherwise incur liability, unless and until indemnity satisfactory to it has been furnished to the Trustee at no cost or expense to the Trustee, as provided in **Section 802(e), Section 802(k)** and **Section 804** of the Indenture.

The provisions of this Section are subject to the limitation that the annulment of a declaration that the Lease Payments for the remainder of the most recent Fiscal Year for which the City has appropriated funds pursuant to **Section 3.5** hereof are immediately due and payable shall automatically constitute an annulment of any corresponding declaration made pursuant to subparagraph (a) of this Section and a waiver and rescission of the consequences of such declaration and of the Event of Default with respect to which such declaration has been made, provided that no such waiver or rescission shall extend to or affect any other or subsequent Default or impair any right consequent thereon. In the event any covenant, condition or agreement contained in this Financing Agreement shall be breached or any Event of Default shall have occurred and such breach or Event of Default shall thereafter be waived by the Trustee, such waiver shall be limited to such particular breach or Event of Default.

Section 9.3. No Remedy Exclusive. Subject to the provisions of **Section 9.7** hereof, no remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Financing Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon a Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 9.4. Agreement to Pay Attorneys' Fees and Expenses. Subject to the provisions of **Section 3.7** hereof, in connection with any Event of Default by the City, if the Board or the Trustee employs attorneys or incurs other expenses for the collection of amounts payable hereunder or the enforcement of the performance or observance of any covenants or agreements on the part of the City herein contained, the City agrees that it will, on demand therefor, pay to the Board and the Trustee the reasonable fees of such attorneys and such other reasonable fees, costs and expenses so incurred by the Board and the Trustee.

Section 9.5. Board and City to Give Notice of Default. The Board and the City shall each, at the expense of the City, promptly give to the Trustee written notice of any Default of which the Board or the City, as the case may be, shall have actual knowledge or written notice, but the Board shall not be liable for failing to give such notice.

Section 9.6. Performance of the City's Obligations. If the City shall fail to keep or perform any of its obligations as provided in this Financing Agreement, then the Board or the Trustee may (but

shall not be obligated so to do), upon the continuance of such failure on the City's part for 15 days after notice of such failure is given to the City by the Board or the Trustee, and without waiving or releasing the City from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all sums so paid by the Board or the Trustee and all necessary incidental costs and expenses incurred by the Board or the Trustee in performing such obligations shall be deemed to be Additional Payments and shall be paid to the Board or the Trustee plus interest at the Prime Rate plus 2% on demand.

Section 9.7. Remedial Rights Assigned to the Trustee. By executing and delivering the Indenture, the Board assigns to the Trustee all rights and remedies conferred upon or reserved to the Board by this Financing Agreement, reserving only the Unassigned Board's Rights. The Trustee shall have the exclusive right to exercise such rights and remedies conferred upon or reserved to the Board by this Financing Agreement in the same manner and to the same extent, but under the limitations and conditions imposed thereby and hereby. The Trustee and the bondowners shall be deemed third party beneficiaries of all representations, warranties, covenants and agreements contained herein. The City consents to and acknowledges the assignment by the Board to the Trustee under the Indenture and agrees to make all payments hereunder to the Trustee, as the assignee of the Board.

ARTICLE X

PREPAYMENT AND ACCELERATION OF LEASE PAYMENTS

Section 10.1. Prepayment at the Option of the City. Upon the exercise by the City of its option to cause the Bonds or any portion thereof to be redeemed pursuant to **Section 302(a)** or **(c)** of the Indenture, the City shall prepay Lease Payments in whole or in part at the times and at the prepayment prices sufficient to redeem all or a corresponding portion of the Bonds then Outstanding in accordance with said paragraph. At the written direction of the City such prepayments shall be applied to the redemption of the Bonds in whole or in part in accordance with said Section.

Section 10.2. Mandatory Prepayment to Satisfy Scheduled Mandatory Sinking Fund Redemption Requirements. The City shall prepay Lease Payments at the times, in the amounts and at the prepayment prices sufficient to redeem corresponding portions of the Bonds in accordance with **Section 302(b)** of the Indenture. The City shall be entitled to all credits on such prepayment of a portion of Lease Payments, as set forth in said Section, and the City shall comply with all terms and provisions of said Section.

Section 10.3 Right to Prepay at Any Time. The City shall have the option at any time to prepay all of the Lease Payments, Additional Payments and other amounts it is required to pay hereunder by paying to the Trustee all such sums as are sufficient to satisfy and discharge the Indenture and paying or making provision for the payment of all other sums payable hereunder.

Section 10.4. Notice of Prepayment. To exercise an option granted by **Section 10.3** hereof, the City shall give written notice to the Board and the Trustee which notice shall specify the date upon which a prepayment of Lease Payments will be made, which date shall be not less than 45 days from the date the notice is received by the Trustee.

Section 10.5. Precedence of this Article. The rights, options and obligations of the City set forth in this Article may be exercised or shall be fulfilled, as the case may be, whether or not a Default

exists hereunder, provided that such Default will not result in nonfulfillment of any condition to the exercise of any such right or option.

ARTICLE XI

SUPPLEMENTAL FINANCING AGREEMENTS

Section 11.1. Supplemental Financing Agreements without Consent of Bondowners. Without the consent of the owners of any Bonds, the Board and the City may from time to time enter into one or more Supplemental Financing Agreements, for any of the following purposes:

(a) to subject additional property to this Financing Agreement or to more precisely identify any project financed or refinanced out of the proceeds of any series of Bonds, or to substitute or add additional property thereto; or

(b) to add to the conditions, limitations and restrictions on the authorized amount, terms or purposes of the Loan, as herein set forth, additional conditions, limitations and restrictions thereafter to be observed; or

(c) in connection with the issuance of any Additional Bonds, to make such other provisions as provided in **Section 7.1**; or

(d) to evidence the succession of another entity to the City and the assumption by any such successor of the covenants of the City herein contained; or

(e) to add to the covenants of the City or to the rights, powers and remedies of the Trustee for the benefit of the owners of all or any series of Bonds or to surrender any right or power herein conferred upon the City; or

(f) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein or to make any other provisions, with respect to matters or questions arising under this Financing Agreement, which shall not be inconsistent with the provisions of this Financing Agreement, provided such action shall not adversely affect the interests of the owners of the Bonds.

Section 11.2. Supplemental Financing Agreements with Consent of Bondowners. With the prior written consent of the owners of not less than a majority in principal amount of the Bonds then Outstanding affected by such Supplemental Financing Agreement, the Board and the City may enter into Supplemental Financing Agreements, in form satisfactory to the Trustee, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Financing Agreement or of modifying in any manner the rights of the Trustee and the owners of the Bonds under this Financing Agreement; provided, however, that no such Supplemental Financing Agreement shall, without the consent of the owner of each Outstanding Bond affected thereby:

(a) change the stated maturity of the principal of, or any installment of interest on, the Loan, or reduce the principal amount thereof or the interest thereon or any premium payable upon the redemption thereof, or change any place of payment where (except as may be required in connection with the appoint of a successor Trustee), or the coin or currency in which, the Loan, or the interest thereon is payable, or impair the right to institute suit for the enforcement of any

such payment on or after the stated maturity thereof (or, in the case of redemption, on or after the redemption date); or

(b) reduce the percentage in principal amount of the Outstanding Bonds, the consent of whose owners is required for any such Supplemental Financing Agreement, or the consent of whose owners is required for any waiver provided for in this Financing Agreement of compliance with certain provisions of this Financing Agreement or certain defaults hereunder and their consequences; or

(c) modify any of the provisions of this Section, except to increase any percentage provided thereby or to provide that certain other provisions of this Financing Agreement cannot be modified or waived without the consent of the owner of each Bond affected thereby.

The Trustee may in its discretion determine whether or not any Bonds would be affected by any Supplemental Financing Agreement and any such determination shall be conclusive upon the owners of all Bonds, whether theretofore or thereafter authenticated and delivered under the Indenture. The Trustee shall not be liable for any such determination made in good faith.

It shall not be necessary for the required percentage of owners of Bonds under this Section to approve the particular form of any proposed Supplemental Financing Agreement, but it shall be sufficient if such required percentage of owners of Bonds shall approve the substance thereof.

Section 11.3. Execution of Supplemental Financing Agreements. In executing or consenting to any Supplemental Financing Agreement permitted by this Article, the Board and the Trustee shall be entitled to receive, and, subject to **Article VIII** of the Indenture, shall be fully protected in relying upon, an Opinion of Counsel stating that the execution of such Supplemental Financing Agreement is authorized and permitted by and in compliance with this Financing Agreement. The Trustee may, but shall not be obligated to, consent to any such Supplemental Financing Agreement which affects the Trustee's own rights, duties or immunities under this Financing Agreement, the other Transaction Documents or otherwise.

Section 11.4. Effect of Supplemental Financing Agreements. Upon the execution of any Supplemental Financing Agreement under this Article, this Financing Agreement shall be modified in accordance therewith and such Supplemental Financing Agreement shall form a part of this Financing Agreement for all purposes; and the City, the Board, the Trustee and every owner of Bonds theretofore or thereafter authenticated and delivered under the Indenture shall be bound thereby.

Section 11.5. Reference in Bonds to Supplemental Financing Agreements. Bonds authenticated and delivered after the execution of any Supplemental Financing Agreement pursuant to this Article may, and if required by the Trustee shall, bear a notation in form approved by the Trustee as to any matter provided for in such Supplemental Financing Agreement. If the Board shall so determine, new Bonds so modified as to conform, in the opinion of the Trustee and the Board, to any such Supplemental Financing Agreement may be prepared and executed by the Board and authenticated and delivered by the Trustee in exchange for Outstanding Bonds.

ARTICLE XII

CASUALTY AND CONDEMNATION

Section 12.1. Damage, Destruction and Condemnation. The City shall bear the risk of loss with respect to the Leased Property during the Term of the Financing Agreement. If (a) any of the Leased Property or any portion thereof are destroyed, in whole or in part, or are damaged by fire or other casualty, to the extent that the claim for loss (including any deductible amount pertaining thereto) resulting from such damage or destruction is greater than $200,000, or (b) title to, or the temporary use of, any of the Leased Property or any part thereof shall be nonexistent or deficient or taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, the City and the Trustee will cause the Net Proceeds of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Leased Property, unless the City shall have exercised its option to purchase the Trustee's interest in the Leased Property by making payment of the Purchase Price as provided herein. Any balance of the Net Proceeds remaining after such work has been completed shall be deposited into the Debt Service Fund.

If the City determines that the repair, restoration, modification or improvement of the Leased Property is not economically feasible or in the best interest of the City, then, in lieu of making such repair, restoration, modification or improvement and if permitted by law, the City shall promptly purchase the Trustee's interest in the Leased Property pursuant to **Section 13.1** hereof by paying the Purchase Price and such Net Proceeds shall be applied by the City to such payment to the extent required for such payment. Any balance of the Net Proceeds remaining after paying the Purchase Price shall belong to the City.

The City acknowledges the provisions pertaining to eminent domain in **Section 3.3(c)** of the Base Lease. The Board and City agree that the terms of **Section 3.3(c)** of the Base Lease are and shall be incorporated in and made a part of this Financing Agreement to the same extent as if set forth in full at this point. This Section shall survive the termination of this Financing Agreement for any reason.

Section 12.2. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in **Section 12.1** hereof and the City has not elected to purchase the Trustee's interest in the Leased Property pursuant to **Section 12.1** hereof, the City shall complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if the City shall make any payments pursuant to this Section, the City shall not be entitled to any reimbursement therefor from the Trustee nor shall the City be entitled to any diminution of Lease Payments.

ARTICLE XIII

OPTION AND OBLIGATION TO CONVEY TITLE TO THE LEASED PROPERTY

Section 13.1. Option to Demand Transfer of the Leased Property. The City shall have, and is hereby granted, the option to demand that the Board transfer to the City all right, interest or title of the Board to the entire Leased Property at the following times and on the following terms:

(a) On any date upon deposit of funds or Defeasance Obligations or both with the Trustee in accordance with **Article X** of the Indenture in the amount necessary to provide for the payment of the Purchase Price, calculated as described below; or

(b) In the event of substantial damage to or destruction or condemnation (other than condemnation by the City or any entity controlled by or otherwise affiliated with the City) of, or loss of title to, substantially all of any of the Leased Property, or as a result of changes in the constitution of Missouri or legislative or administrative action by the State or the United States, the Base Lease or this Financing Agreement becomes unenforceable, on the Payment Date the City specifies as the purchase date in the City's notice to the Trustee of its exercise of the purchase option, upon payment in full of the Purchase Price, calculated as described below.

To exercise such option the City shall give written notice to the Board and the Trustee, if any of the Bonds shall then be unpaid or provision for their payment shall not have been made in accordance with the provisions of the Indenture, and shall specify therein the date of closing such purchase, which date shall be not less than 45 nor more than 90 days from the date when such notice is mailed, and in case of a redemption of the Bonds in accordance with the provisions of the Indenture, the City shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption and the deposit of the required funds as provided in **Section 10.1** hereof.

The Purchase Price payable by the City in the event of its exercise of the option granted in this Section shall be the sum of the following:

(a) the amount of money which, when added to the amount then on deposit in the Debt Service Fund and directed by the City to be used to pay the Bonds, will be sufficient to pay or to provide for the payment of the principal of and applicable redemption premium, if any, on all Bonds, plus interest to accrue thereon to the date of maturity or redemption thereof, whichever occurs first, in accordance with **Section 1002** of the Indenture; plus

(b) an amount of money equal to the Trustee's fees and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus

(c) an amount of money equal to the Additional Payments owing hereunder, including rebate amounts due under Section 148(f) of the Code, if any.

Section 13.2. Transfer of the Leased Property to the City. At the closing of the purchase of the Board's interest in the Leased Property pursuant to this Article, the Board will upon receipt of the Purchase Price deliver to the City the following items:

(a) If the Indenture has not at the time been satisfied in full, a release of the Leased Property from the Trustee.

(b) Documents transferring to the City all right, interest and title of the Board to the Leased Property, as they then exist, subject to the following: (i) those liens and encumbrances, if any, to which title to the Leased Property was subject when leased to the Board; (ii) those liens and encumbrances created by the City or to the creation or suffering of which the City consented; (iii) those liens and encumbrances resulting from the failure of the City to perform or observe any of the agreements on its part contained in this Financing Agreement; and (iv) if the Leased Property is being condemned, the rights and title of any condemning authority.

Section 13.3. Relative Position of Option and Indenture. The option granted to the City in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the City is in default under this Financing Agreement, provided that such default will not result in nonfulfillment of any condition to the exercise of any such option and further provided that all options herein granted shall terminate upon the termination of this Financing Agreement.

Section 13.4. Obligation of the City to Accept Transfer of the Leased Property. The City hereby agrees to accept transfer of, and the Board hereby agrees to transfer, all right, interest and title to the Leased Property in consideration of the Purchase Price as set forth in **Section 13.1** hereof, at the expiration of the Term of the Financing Agreement following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture and full payment of all Additional Payments.

ARTICLE XIV

MISCELLANEOUS

Section 14.1. Authorized Representatives. Whenever under this Financing Agreement the approval of the Board is required or the Board is required or permitted to take some action, such approval shall be given or such action shall be taken by the Board Representative, and the City and the Trustee shall be authorized to act on any such approval or action. Any approval shall not be unreasonably withheld or delayed.

Whenever under this Financing Agreement the approval of the City is required or the City is required or permitted to take some action, such approval shall be given or such action shall be taken by the City Representative, and the Board and the Trustee shall be authorized to act on any such approval or action.

Section 14.2. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered by hand delivery or overnight delivery service or received by registered or certified mail, postage prepaid, return receipt requested, addressed as specified in **Section 1101** of the Indenture. A duplicate copy of each notice, certificate or other communication given hereunder to any party mentioned in said **Section 1101** shall be given to all other parties mentioned therein (other than the bondowners unless a copy is required to be furnished to them by other provisions of this Financing Agreement or the Indenture). The Board, the City or the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent to it.

Section 14.3. Performance Date Not a Business Day. If any date for the payment of principal of, or redemption premium, if any, or interest on the Bonds or the taking of any other action hereunder is not a Business Day, then such 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 payment or performance.

Section 14.4. Binding Effect. This Financing Agreement shall inure to the benefit of and shall be binding upon the Board and the City and their respective successors and assigns.

Section 14.5. Execution in Counterparts. This Financing Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.6. No Pecuniary Liability. All covenants, obligations and agreements of the City contained in this Financing Agreement and the Indenture shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future alderman, commissioner, director, officer, agent or employee of the City other than in their official capacity.

Section 14.7. Extent of Covenants of the Board; No Personal or Pecuniary Liability. All covenants, obligations and agreements of the Board contained in this Financing Agreement and the Indenture shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future director, officer, agent or employee of the Board in other than his official capacity, and no official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, obligations or agreements of the Board contained in this Financing Agreement or in the Indenture. No provision, covenant or agreement contained in this Financing Agreement, the Indenture or the Bonds, or any obligation herein or therein imposed upon the Board, or the breach thereof, shall constitute or give rise to or impose upon the Board a pecuniary liability or a charge. No provision hereof shall be construed to impose a charge against the general credit of the Board or any personal or pecuniary liability upon any director, officer, agent or employee of the Board.

Section 14.8. Net Loan. Subject to the limitations described in **Sections 3.5, 3.7** and **4.1**, the parties hereto agree (a) that the payments of Lease Payments are designed to provide the Board and the Trustee with moneys adequate in amount to pay all principal of, redemption premium, if any, and interest accruing on the Bonds as the same become due and payable, (b) that to the extent that the payments of Lease Payments are not sufficient to provide the Board and the Trustee with funds sufficient for the purposes aforesaid, the City shall be obligated to pay (subject with respect to the City to the limitations set forth in **Section 3.5** hereof) to, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Payments, such further moneys, in cash, as may from time to time be required for such purposes, and (c) that if, after the principal of, redemption premium, if any, and interest on the Bonds and all costs incident to the payment of the Bonds have been paid in full (including all Additional Payments), the Trustee or the Board holds unexpended funds received in accordance with the terms hereof, such unexpended funds shall, after payment therefrom of all sums then due and owing by the City under the terms of this Financing Agreement, be distributed in accordance with **Article IV** of the Indenture.

Section 14.9. Complete Agreement. The Board and the City understand that oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect the Board and the City from misunderstanding or disappointment, any agreements the Board and the City reach covering such matters are contained in this Financing Agreement, which is the complete and exclusive statement of the agreement between the Board and the City, except as the Board and the City may later agree in writing to modify this Financing Agreement.

Section 14.10. Severability. If any provision of this Financing Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into or taken thereunder, or any application of such provision, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Financing Agreement or any other covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Such illegality or invalidity of any application thereof shall not affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act or

action, or part thereof, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 14.11. Governing Law. This Financing Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 14.12. Third Party Beneficiaries. The Trustee and the Bondowners shall be deemed to be third party beneficiaries under this Financing Agreement.

Section 14.13. Electronic Transaction. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

IN WITNESS WHEREOF, the **MISSOURI DEVELOPMENT FINANCE BOARD** and the **CITY OF BRANSON, MISSOURI** have caused this instrument to be executed on their behalf all as of the date first above written.

MISSOURI DEVELOPMENT FINANCE BOARD

By:_____
Robert V. Miserz, Executive Director

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this ____ day of November, 2011, before me personally appeared ROBERT V. MISEREZ, to me personally known, who, being by me duly sworn, did say that he is the Executive Director of the Missouri Development Finance Board, a body politic and corporate and a public instrumentality duly organized and existing under the laws of the State of Missouri, and that said instrument was signed by said individual on behalf of the entity by authority of its governing body; and said individual acknowledged said instrument to be the free act and deed of said entity.

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

_____
Notary Public - State of Missouri
Commissioned in _____ County

[SEAL]

My commission expires: _____

CITY OF BRANSON, MISSOURI

By: _____
Name: Raeanne Presley
Title: Mayor

(SEAL)

ATTEST:

By: _____
Name: Lisa Westfall
Title: City Clerk

Approved as to form:

_____
Gilmore & Bell, P.C., Special Counsel

STATE OF MISSOURI)
) SS.
COUNTY OF TANEY)

On this ____ day of November, 2011, before me personally appeared RAEANNE PRESLEY and LISA WESTFALL to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of City of Branson, Missouri, a political subdivision of the State of Missouri, and that said instrument was signed by said individuals on behalf of the City by authority of its Board of Aldermen; and said individuals acknowledged said instrument to be the free act and deed of said City.

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

_____
Notary Public - State of Missouri
Commissioned in _____ County

[SEAL]

My commission expires: _____

SCHEDULE I

THE LEASED PROPERTY

The following described real estate is situated in the County of Taney, State of Missouri:

ALL OF LOTS 10, 11, 12, 13, 14, 15, 16, 17, 18 & 19, AND ALL THAT PART OF LOTS 6, 7, 8, 9, 20 & 21, LYING SOUTHWEST OF MISSOURI STATE HIGHWAY NO. 65, ALL IN BLOCK 1, TOWN OF LUCIA, NOW A PART OF THE CITY OF BRANSON, AS PER THE RECORDED PLAT THEREOF, TANEY COUNTY RECORDERS OFFICE.

ALL OF LOTS 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, AND ALL THAT PART OF LOTS 1, 2, 3 & 18, ALL IN BLOCK 12, TOWN OF LUCIA, NOW A PART OF THE CITY OF BRANSON, AS PER THE RECORDED PLAT THEREOF, TANEY COUNTY RECORDERS OFFICE.

ALL THAT PART OF LOT 1, BRANSON MEADOWS PHASE ONE AMENDED PLAT, AS PER THE RECORDED PLAT THEREOF IN D-331 - 336, TANEY COUNTY RECORDERS OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, THEN N87°57’42”W, ALONG THE SOUTH LINE OF SAID LOT 1, 25.46 FEET TO THE POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 26°19’39”; THENCE ALONG SAID CURVE AND SOUTH LINE OF SAID LOT 1, AN ARC DISTANCE OF 218.26 FEET TO THE SW CORNER OF SAID LOT 1; THENCE N12°58’38”E, ALONG THE WESTERN LINE OF SAID LOT 1, 129.96 FEET; THENCE N08°46’03”W, ALONG THE WESTERN LINE OF SAID LOT 1, 23.55 FEET; THENCE LEAVING THE WEST LINE OF SAID LOT 1, S87°57’42”E, 211.80 TO THE EAST LINE OF SAID LOT 1; THENCE S00°52’17”W, ALONG THE EAST LINE OF SAID LOT 1, 200.04 FEET TO THE POINT OF BEGINNING.

Execution Copy

TAX COMPLIANCE AGREEMENT

Dated as of November 15, 2011

Among

MISSOURI DEVELOPMENT FINANCE BOARD,

And

CITY OF BRANSON, MISSOURI,

And

COMMERCE BANK,
as Trustee

$35,810,000
Infrastructure Facilities Revenue Bonds
(City of Branson, Missouri)
Series 2011A

TAX COMPLIANCE AGREEMENT

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* * *

TAX COMPLIANCE AGREEMENT

THIS TAX COMPLIANCE AGREEMENT (the "Tax Agreement"), entered into as of November 15, 2011, among the **MISSOURI DEVELOPMENT FINANCE BOARD**, a body politic and corporate and a public instrumentality duly organized and existing under the laws of the State of Missouri (the "Board"), the **CITY OF BRANSON, MISSOURI**, a fourth class city and a political subdivision of the State of Missouri (the "City"), and **COMMERCE BANK,** a state chartered banking corporation duly organized and existing under the laws of the State of Missouri, and having its principal corporate trust office located in Kansas City, Missouri, as trustee (the "Trustee");

RECITALS

1. This Tax Agreement is being executed and delivered in connection with the issuance by the Board of $35,810,000 principal amount of Infrastructure Facilities Revenue Bonds (City of Branson, Missouri) Series 2011A (the "Bonds"), under a Bond Trust Indenture dated the date of this Tax Agreement (the "Indenture") between the Board and the Trustee, for the purpose of making a loan of the proceeds of the Bonds to the City under a Financing Agreement dated the date of this Tax Agreement (the "Financing Agreement") between the Board and the City, to provide funds for certain purposes as described in this Tax Agreement and in the Indenture and the Financing Agreement.

2. The Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations and rulings issued by the U.S. Treasury Department (the "Regulations"), impose certain limitations on the uses and investment of the Bond proceeds and of certain other money relating to the Bonds and set forth the conditions under which interest on the Bonds will be excluded from gross income for federal income tax purposes.

3. The City adopted a Tax-Exempt Financing Compliance Procedure on March 9, 2010 and is adopting an Amended and Restated Tax-Exempt Financing Compliance Policy and Procedure, dated November 15, 2011 in connection with the issuance of the Bonds, in each case for the purpose of setting out general procedures for the City to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

4. The Board, the City and the Trustee are entering into this Tax Agreement in order to set forth certain representations, facts, expectations, terms and conditions relating to the use and investment of the Bond proceeds and of certain other related money, in order to establish and maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate provisions of Code § 148(f).

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Agreement, the Board, the City and the Trustee represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. Except as otherwise provided in this Tax Agreement or unless the context otherwise requires, capitalized words and terms used in this Tax Agreement have the same meanings as set forth in **Section 101** of the Indenture, and certain other words and phrases have the meanings assigned in Code § 148 and the Regulations. In addition, the following words and terms used in this Tax Agreement have the following meanings:

"Base Lease" means the Base Lease dated as of the date of this Tax Agreement, between the City and the Board pursuant to which the City leases City Hall and a fire station to the Board to provide additional security for repayment of the City's obligation under the Financing Agreement.

"Board" means the Missouri Development Finance Board and its successors and assigns, or any body, agency or instrumentality of the State of Missouri succeeding to or charged with the powers, duties and functions of the Board.

"Bona Fide Debt Service Fund" means a fund, which may include Bond proceeds, that (a) is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; and (b) is depleted at least once each Bond Year, except for a reasonable carryover amount not to exceed the greater of (1) the earnings on the fund for the immediately preceding Bond Year, or (2) one-twelfth of the principal and interest payments on the Bonds for the immediately preceding Bond Year.

"Bond" or **"Bonds"** means any bond or bonds of the series of Infrastructure Facilities Revenue Bonds (City of Branson, Missouri), Series 2011A, authenticated and delivered under the Indenture.

"Bond Compliance Officer" means the City's Finance Director or other person named in the Tax Compliance Procedure.

"Bond Counsel" means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel acceptable to the Board and the City.

"Bond Year" means each one-year period (or shorter period for the first Bond Year) ending December 1.

"**Branson Landing Master Lease**" means the Master Lease dated October 27, 2003 as amended by the First Amendment to Master Lease dated July 5, 2005 and as further amended by the Amendment Severance and Ratification of Master Lease Agreement, dated November 1, 2006, in each case between the City and HCW Development Company, L.L.C. (the "Developer") pursuant to which a portion of the Financed Facility and other property of the City was leased by the City to the Developer.

"City" means the City of Branson, Missouri, a fourth class city and political subdivision of the State of Missouri.

"Code" means the Internal Revenue Code of 1986, as amended.

"Computation Date" means each date on which arbitrage rebate for the Bonds is computed. The Issuer may treat any date as a Computation Date, subject to the following limits:

(a) the first rebate installment payment must be made for a Computation Date not later than 5 years after the Issue Date;

(b) each subsequent rebate installment payment must be made for a Computation Date not later than 5 years after the previous Computation Date for which an installment payment was made; and

(c) the date the last Bond is discharged is the final Computation Date.

The City selects November 1, 2016 as the first Computation Date but reserves the right to select a different date consistent with the Regulations.

"Escrow Agent" means Commerce Bank.

"Escrow Agreement" means the Escrow Trust Agreement dated as of the date of this Tax Agreement among the Board, the City and the Escrow Agent providing for the refunding of the Refunded Obligations.

"Final Written Allocation" means the expenditures of proceeds of the Original Obligations as set forth in the requisition of funds from the project fund created under the trust indenture for the Original Obligations and summarized by Bond Counsel and the Bond Compliance Officer on **Exhibit C**.

"Financed Facility" means the portion of the Project refinanced with the proceeds of the Original Obligations as described on **Exhibit C**.

"Financing Agreement" means the Financing Agreement dated the date of this Tax Agreement, between the Board and the City.

"Gross Proceeds" means (1) sale proceeds (any amounts actually or constructively received by the Board from the sale of the Bonds, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest); (2) Investment proceeds (any amounts received from investing sale proceeds, other Investment proceeds, or transferred proceeds); (3) any transferred proceeds; (4) any amounts held in a sinking fund for the Bonds; (5) any amounts held in a pledged fund or reserve fund for the Bonds; and (6) any other replacement proceeds. Specifically, Gross Proceeds include all amounts held in the following funds and accounts:

(1) Costs of Issuance Fund.
(2) Debt Service Fund.
(3) Escrow Fund.
(4) Rebate Fund (to the extent funded with sale proceeds or Investment proceeds of the Bonds).

"Guaranteed Investment Contract" is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply Investments on two or more future dates (*e.g.*, a forward supply contract).

"Indenture" means the Bond Trust Indenture as originally executed by the Board and the Trustee, as amended and supplemented by Supplemental Indentures in accordance with the provisions of the Indenture.

"Investment" means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds. This term does not include a tax-exempt bond, except for "specified private activity bonds" as defined in Code § 57(a)(5)(C), but it does include the investment element of most interest rate caps.

"IRS" means the United States Internal Revenue Service.

"Issue Date" means November 15, 2011.

"Loan" means the loan of the Bond proceeds made by the Board to the City under the Financing Agreement.

"Minor Portion" means the lesser of $100,000 or 5% of the sale proceeds of the Bonds.

"Original Obligations" means, collectively, the Series 2002A Notes and Series 2002B Notes.

"**Other Original Obligations**" means the bonds that originally financed the Other Series 2003A Bonds Projects and Financed Facilities.

"Other Series 2003A Bonds Projects and Financed Facilities" means property financed with the Public Building Corporation of the City of Branson, Missouri $5,900,000 Leasehold Revenue Bonds, Series 1995 (City Hall and Fire Station Improvement Projects); the City's $16,750,000 Tax Increment Allocation Bonds, Series 1996 (Street Improvement Project); and the City's $7,870,000 Tax Increment Allocation Refunding Bonds, Series 1997 (Street and Sewer Improvement Project) all of which were refunded using a portion of the proceeds of the Series 2003A Bonds.

"Other Series 2003A Defeased Bonds" means maturities of Series 2003A Bonds being defeased with money other than proceeds of the Bonds, as identified on **Exhibit E.**

"Post-Issuance Tax Requirements" means those requirements related to the use of proceeds of the Bonds, the use of the Financed Facility and the investment of Gross Proceeds after the Issue Date of the Bonds.

"Project" means all of the property acquired, developed, constructed, renovated, and equipped by the City using a portion of the proceeds of the Original Obligations and other money contributed by the City, as part of the Branson Landing development in downtown Branson, Missouri.

"Rebate Analyst" means Bond Counsel, an independent certified public accountant, or such other person or firm selected by the Trustee to compute arbitrage rebate.

"Refunded Obligations" means $35,725,000 principal amount of the Series 2003A Bonds the redemption of which is funded from proceeds of the Bonds and a pro rata portion of the debt service reserve fund for the Series 2003A Bonds, as identified on **Exhibit E**.

"Regulations" means all regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Bonds.

"Series 2002A Notes" means the Board's $24,135,000 Tax Exempt Infrastructure Facilities Bond Anticipation Notes (City of Branson, Missouri - Branson Landing Redevelopment Project), Series 2002A issued March 15, 2002, the proceeds of which financed a portion of the Financed Facility.

"Series 2002B Notes" means the Board's $9,365,000 Taxable Infrastructure Facilities Bond Anticipation Notes (City of Branson, Missouri - Branson Landing Redevelopment Project), Series 2002B issued March 15, 2002, the proceeds of which financed a portion of the Financed Facility.

"Series 2003A Bonds" means the Board's $56,290,000 Infrastructure Facilities Bonds (City of Branson, Missouri) Series 2003A issued January 22, 2003 a portion of the proceeds of which advance refunded the City's Tax Increment Allocation Bonds, Series 1996, Tax Increment Allocation Bonds, Series 1997 and The Public Building Corporation of the City of Branson, Missouri Leasehold Revenue Bonds, Series 1995 and another portion of the proceeds of which currently refunded the Series 2002A Notes and Series 2002B Notes.

"Series 2011B Bonds" means the Board's $2,115,000 Taxable Infrastructure Facilities Revenue Bonds (City of Branson, Missouri) Series 2011B being sold and issued at the same time as the Bonds for the purpose of defeasing a portion of the maturities of the Series 2003A Bonds that financed the Other Series 2003A Bonds Projects and Financed Facilities.

"Tax Agreement" means this Tax Compliance Agreement as it may from time to time be amended and supplemented in accordance with its terms.

"Tax Compliance Procedure" means the City's Amended and Restated Tax-Exempt Financing Compliance Policy And Procedure, dated November 15, 2011, which amends and restates the Tax-Exempt Financing Compliance Procedure adopted March 9, 2010.

"Tax-Exempt Bond File" means documents and records for the Bonds, the Series 2003A Bonds and the Original Obligations maintained by the Bond Compliance Officer pursuant to the Tax Compliance Procedure.

"Transcript" means the Transcript of Proceedings relating to the authorization and issuance of the Bonds.

"Trustee" means Commerce Bank, and its successor or successors and any other corporation or association which at any time may be substituted in its place at the time serving as trustee under the Indenture.

"Underwriter" means Piper Jaffray & Co., as underwriter of the Bonds.

"Verification Report" means the report of Robert Thomas CPA, LLC certified public accountants, relating to the Bonds, the Refunded Obligations, and the Other Series 2003A Defeased Bonds.

"Yield" means yield on the Bonds, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of the Board. The Board represents and covenants to the City and the Trustee as follows:

(a) *Organization and Authority.* The Board (1) is a public instrumentality and body corporate and politic duly organized and existing under the laws of the State of Missouri, (2) has lawful power and authority to issue the Bonds for the purposes set forth in the Indenture, to enter into, execute and deliver the Indenture, the Financing Agreement, the Base Lease and this Tax Agreement and to carry out its obligations under this Tax Agreement and under such documents, and (3) by all necessary corporate action has been duly authorized to execute and deliver the Indenture, the Financing Agreement, the Base Lease and this Tax Agreement, acting by and through its duly authorized officers.

(b) *Tax-Exempt Status of Bonds*. The Board (to the extent within its power or direction) will not use any money on deposit in any fund or account maintained in connection with the Bonds, whether or not such money was derived from the proceeds of the sale of the Bonds or from any other source, in a manner that would cause the Bonds to be "arbitrage bonds," within the meaning of Code § 148, and will not (to the extent within its power or direction) otherwise use or permit the use of any Bond proceeds or any other funds of the Board, directly or indirectly, in any manner, or take or permit to be taken any other action or actions, that would cause interest on the Bonds to be included in gross income for federal income tax purposes.

(c) *IRS Form 8038-G*. Bond Counsel will prepare IRS Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) based on the representations and covenants of the City and the Board contained in this Tax Agreement or otherwise provided by the City or Board. Bond Counsel will sign the return as a paid preparer and will then deliver copies to the Board for execution and for the Board's records. The Board agrees to timely execute and return to Bond Counsel the execution copy of Form 8038-G for filing with the IRS. A copy of the "as-filed" copy along with proof of filing will be included as **Exhibit B**.

(d) *Registered Bonds*. The Indenture requires that all of the Bonds will be issued and held in registered form within the meaning of Code § 149(a).

(e) *Single Issue; No Other Issues*. The Bonds constitute a single "issue" under Regulations § 1.150-1(c). The Board's Series 2011B Bonds are being sold and issued at the same time as the Bonds but constitute a separate issue from the Bonds because the interest on the Series 2011B Bonds is includable in gross income for federal income tax purposes. No other debt obligations of the Board (1) are being sold within 15 days of the sale of the Bonds, (2) are being sold under the same plan of financing as the Bonds, and (3) are expected to be paid from substantially the same source of funds as the Bonds (disregarding guarantees from unrelated parties, such as bond insurance).

(f) *Bank Qualified Tax-Exempt Obligation.* The Bonds are not "qualified tax-exempt obligations" under Code § 265(b)(3).

(g) *Board Reliance on Other Parties*. The expectations, representations and covenants of the Board concerning uses of Bond proceeds and certain other money described in this Tax Agreement and other matters are based in whole or in part upon covenants, representations and certifications of the City and other parties set forth in this Tax Agreement or exhibits to this Tax Agreement. Although the Board has made no independent investigation of the representations of other parties, including the City, the Board is not aware of any facts or circumstances that would cause it to question the accuracy or reasonableness of any representation made in this Tax Agreement or exhibits to this Tax Agreement.

(h) *Compliance with Tax Requirements; Remedial Action*. The Board agrees to work with the City, the Trustee and Bond Counsel as requested to comply with the federal tax law requirements necessary to maintain the exclusion of interest on the Bond from gross income for federal income tax purposes. This includes, upon written notice given by the City: (1) taking remedial action, including, if necessary, the redemption or defeasance of all or a portion of the Bonds in accordance with Regulations § 1.141-12 (which action will be accompanied by an Opinion of Bond Counsel); and (2) executing any IRS Forms (such as IRS Form 8038T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate) based on the instructions of Bond Counsel or the Rebate Analyst.

Section 2.2. Representations and Covenants of the City. The City represents and covenants to the Board and the Trustee as follows:

(a) *Organization and Authority.* The City (1) is a fourth class city and political subdivision duly organized and existing under the laws of the State of Missouri, (2) has lawful power and authority to enter into, execute and deliver the Financing Agreement, the Base Lease and this Tax Agreement and to carry out its obligations under this Tax Agreement and under such documents, and (3) by all necessary action has been duly authorized to execute and deliver the Financing Agreement, the Base Lease and this Tax Agreement, acting by and through its duly authorized officials.

(b) *Tax-Exempt Status of Bonds–General Covenant*. The City will not use any money on deposit in any fund or account maintained in connection with the Bonds, whether or not such money was derived from the proceeds of the sale of the Bonds or from any other source, in a manner that would cause the Bonds to be "arbitrage bonds," within the meaning of Code § 148, and will not (to the extent within its power or direction) otherwise use or permit the use of any Bond proceeds or any other funds of the City, directly or indirectly, in any manner, or take or permit to be taken any other action or actions, that would cause interest on the Bonds to be included in gross income for federal income tax purposes.

(c) *Governmental Obligations–Use of Other Series 2003A Bonds Projects and Financed Facilities*. Prior to the Issue Date, the Other Series 2003A Bonds Projects and Financed Facilities have been owned by the City or another Qualified User and not more than 10% of the Other Series 2003A Bonds Projects and Financed Facilities have been used in a Non-Qualified Use. Following the Issue Date all outstanding Series 2003A Bonds allocable to the Other Series 2003A Bonds Projects and Financed Facilities will be defeased with City equity and proceeds of the Series 2011B Bonds, as shown in the Verification Report.

(d) *Governmental Obligations–Private Security or Payment*. Except for the Branson Landing Master Lease, as of the Issue Date, the City expects that none of the principal and interest on the Bonds will be and the payment of principal of and interest on the Refunded Obligations and on all other obligations which directly or indirectly refinanced the Original Obligations has not been (under the terms of the Bonds or any underlying arrangement) directly or indirectly:

(1) secured by (i) any interest in property used or to be used for a private business use, or (ii) any interest 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 the forgoing, taxes of general application, including payments in lieu of taxes, are not treated as private payments or as private security. The City will not permit any private security or payment with respect to the Bonds without first obtaining an Opinion of Bond Counsel. Rent paid to the City pursuant to the Branson Landing Master Lease is limited to $450,000 annually. As reflected on **Exhibit F** Branson Landing Master Lease Receipts, 23.34% of the lease payment is allocable to property financed by the Original Obligations. Based on the computations in **Exhibit F**, Bond Counsel has advised that City that the rent paid under the Branson Landing Master Lease is less than 10% of the debt service on the Bonds and the Series 2003A Bonds. No rent was paid on the Branson Landing Master Lease during the period the Original Obligations were outstanding.

(e) *No Private Loan.* Not more than 5% of the net proceeds of the Bonds will be loaned directly or indirectly to any person or entity that is not a State or local governmental unit.

(f) *Limit on Maturity of Bonds*. A list of the assets included in the Financed Facility and a computation of the "average reasonably expected economic life" is attached to this Tax Agreement as **Exhibit C**. Based on this computation, the "average maturity" of the Bonds as computed by Bond Counsel, does not exceed the average reasonably expected economic life of the Financed Facility. The "average reasonably expected economic life" of the Financed Facility was determined as follows: the average economic life of the Financed Facility as of the issue date of the Original Obligations was first multiplied by 120%, then reduced by the number of years elapsed from the issue date of the Original Obligations to the Issue Date. The "average maturity" of the Bonds, as computed by Bond Counsel, does not exceed the average reasonably expected economic life of the Financed Facilities, as such terms are used in Code § 147(b).

(g) *Reimbursement of Expenditures; Official Intent*. No portion of the Net Proceeds of the Original Obligations was used to reimburse an expenditure paid by the City more than 60 days prior to the date the applicable resolution of intent was adopted, except as described in the Tax Compliance Agreement or similar document for each of the Original Obligations. The City evidenced each allocation of the proceeds of the Original Obligations to an expenditure in writing.

(h) *Registered Bonds*. All of the Bonds will be issued and held in registered form within the meaning of Code § 149(a).

(i) *Bonds Not Federally Guaranteed*. The City will not take any action or permit any action to be taken which would cause the Bonds to be "federally guaranteed" within the meaning of Code § 149(b).

(j) *Reports to IRS; Form 8038-G*. Bond Counsel will prepare Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) based on the representations and covenants of the City and Board contained in this Tax Agreement or otherwise provided by the City and Board. The City does not know of any inaccuracy in the Form 8038-G attached as **Exhibit B**.

(k) *Hedge Bonds*. At least 85% of the net sale proceeds of each issue of the Original Obligations were used to carry out the governmental purpose of the Original Obligation within three years

after the issue date of the Original Obligation, and not more than 50% of the proceeds of the Original Obligations were invested in Investments having a substantially guaranteed Yield for four years or more.

(l) *Interest Rate Swap.* As of the Issue Date, the City has not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to the Bonds or the Refunded Obligations. The City will not enter into any such arrangement in the future without obtaining an Opinion of Bond Counsel.

(m) *Guaranteed Investment Contract.* As of the Issue Date, the City does not expect to enter into a Guaranteed Investment Contract for any Gross Proceeds of the Bonds. The City will be responsible for complying with **Section 4.4(d)** if it decides to enter into a Guaranteed Investment Contract at a later date. The City terminated an existing Guaranteed Investment Contract it entered into for the Series 2003A Bonds immediately prior to the Issue Date. The City received no termination payment (other than the par amount and accrued interest) on account of the termination.

(n) *Single Issue; No Other Issues*. The Bonds constitute a single "issue" under Regulations § 1.150-1(c). The Board's Series 2011B Bonds the proceeds of which will be loaned to the City under the Financing Agreement are being sold and issued at the same time as the Bonds but constitute a separate issue from the Bonds because the interest on the Series 2011B Bonds is includable in gross income for federal income tax purposes. No other debt obligations of the City (1) are being sold within 15 days of the sale of the Bonds, (2) are being sold under the same plan of financing as the Bonds, and (3) are expected to be paid from substantially the same source of funds as the Bonds (disregarding guarantees from unrelated parties, such as bond insurance).

(o) *Arbitrage Certifications*. The facts, estimates and expectations recited in **Article III** of this Tax Agreement are true and accurate as of the Issue Date; and the City believes that the estimates and expectations recited in such Article are reasonable as of the Issue Date. The Board, the Trustee, Gilmore & Bell, P.C., Bond Counsel, and the Underwriter may rely on such statements and expectations. The City does not expect that the Bond proceeds will be used in a manner that would cause any Bond to be an "arbitrage bond" within the meaning of Code § 148; and to the best of the City's knowledge and belief, there are no other facts, estimates or circumstances that would materially change such expectations.

(p) *Compliance with Future Tax Requirements*. The City understands that the Code and the Regulations may impose new or different restrictions and requirements on the City in the future. The City will comply with such future restrictions that are necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

Section 2.3. Representations and Covenants of the Trustee. The Trustee represents and covenants to the Board and the City as follows:

(a) The Trustee will comply with the provisions of this Tax Agreement that apply to it as Trustee and any written letter or Opinion of Bond Counsel, specifically referencing the Bonds and received by the Trustee, that sets forth any action necessary to comply with any statute, regulation or ruling that may apply to it as Trustee and relating to reporting requirements or other requirements necessary to preserve the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(b) The Trustee, acting on behalf of the City and the Board, may from time to time cause a firm of attorneys, consultants or independent accountants or an investment banking firm to provide the

Trustee with such information as it may request in order to determine all matters relating to (a) the Yield on the Bonds as it relates to any data or conclusions necessary to verify that the Bonds are not "arbitrage bonds" within the meaning of Code § 148, and (b) compliance with arbitrage rebate requirements of Code § 148(f). The City will pay all costs and expenses incurred in connection with supplying the foregoing information.

Section 2.4. Survival of Representations and Covenants. All representations, covenants and certifications of the Board, the City and the Trustee contained in this Tax Agreement or in any certificate or other instrument delivered by the Board, the City or the Trustee under this Tax Agreement, will survive the execution and delivery of such documents and the issuance of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Bonds under the Indenture, until the final maturity date and payment of all Bonds Outstanding.

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.1. General. The purpose of this Article is to certify, under Regulations § 1.148-2(b), the Board's expectations as to the sources, uses and investment of Bond proceeds and other money, in order to support the Board's conclusion that the Bonds are not arbitrage bonds. The person executing this Tax Agreement on behalf of the Board is an officer of the Board responsible for issuing the Bonds.

Section 3.2. Reasonable Expectations. The facts, estimates and expectations set forth in this Article are based upon and in reliance upon the Board's understanding of the documents and certificates that comprise the Transcript, including (a) the Base Lease, (b) the Indenture, (c) the Financing Agreement, (d) this Tax Agreement, (e) covenants, representations and certifications of the City contained in this Tax Agreement and in the closing certificate of the City, (f) representations, warranties and certifications contained in the certificate of underwriter, (g) representations, warranties and certifications of the Trustee contained in the Trustee's Closing Certificate, and (h) the Verification Report. To the Board's knowledge, the facts and estimates set forth in this Tax Agreement are accurate, and the expectations of the Board set forth in this Tax Agreement are reasonable. The Board has no knowledge that would cause it to believe that the representations, warranties and certifications described in this Tax Agreement are unreasonable or inaccurate or may not be relied upon.

Section 3.3. Authority and Purpose for Bonds. The Board is issuing and delivering the Bonds simultaneously with the execution of this Tax Agreement, under the laws of the State of Missouri, a resolution adopted by the governing body of the Board and the Indenture. The Bonds are being issued for the purpose of making a loan to the City to provide funds to (a) advance refund the Refunded Obligations and (b) pay certain costs of issuing the Bonds. The purpose of the refunding is: (1) to achieve interest cost savings for the City through early redemption of the Refunded Obligations and (2) to provide an orderly plan of financing for the City.

Section 3.4. Funds and Accounts. The following funds and accounts have been established in the custody of the Trustee under the Indenture:

(a) Costs of Issuance Fund

(b) Debt Service Fund
(c) Rebate Fund

In addition, the Escrow Fund is established in the custody of the Escrow Agent under the Escrow Agreement.

Section 3.5. Amount and Use of Bond Proceeds and Other Money.

(a) *Amount of Bond Proceeds.* The total proceeds to be received by the Board from the sale of the Bonds will be as follows:

Principal Amount	$35,810,000.00
Net Original Issue Premium/(Discount)	(77,659.50)
Underwriting Discount	(340,195.00)
Total Proceeds	$35,392,145.50

(b) *Use of Bond Proceeds and Other Money.* The Bond proceeds together with Series 2011B proceeds and other money of the City are expected to be allocated to expenditures as follows:

(1) $261,369.18 from proceeds of the Bonds will be deposited in the Costs of Issuance Fund and used to pay costs of issuance of the Bonds, including the initial fee to the Board.

(2) $35,130,776.32 from proceeds of the Bonds will be transferred to the Escrow Agent and together with $3,422,357.49 from the debt service reserve fund for the Refunded Obligations will be used on a pro rata basis to pay a portion of the principal of and interest on the Refunded Obligations.

(3) $2,285,602.73 from the debt service fund for the Refunded Obligations and $2,075,552.30 from proceeds of the Series 2011B Bonds will be transferred to the Escrow Agent and used to pay the principal of and interest on the Other Series 2003A Defeased Bonds and a portion of the principal of and interest on the Refunded Obligations.

Section 3.6. Multipurpose Issue. Pursuant to Regulations § 1.148-9(h) separate purposes of the Bonds having the same initial temporary period for unrestricted investment will be treated as a single purpose for purposes of applying the arbitrage rules. All of the Bonds are being used to advance refund the Refunded Bonds.

Section 3.7. Advance Refunding.

(a) *Escrow Fund, Allocation of Bond Proceeds and Other Money to Investments.* Money in the Escrow Fund aggregating $42,914,288.84 will be used to purchase United States Treasury Securities (the "Escrowed Securities," as described in the Verification Report) and $127.00 will be held as an initial cash deposit to the Escrow Fund. The maturing principal of and interest on the Escrowed Securities and the initial cash deposit in the Escrow Fund will be expended to pay the principal of, redemption premium, if any, and interest on the Refunded Obligations. Money deposited in the Escrow Fund was derived from the following sources: (1) a debt service fund for the Refunded Obligations; (2) proceeds of the Series 2011B Bonds; (3) the debt service reserve fund for the Series 2003A Bonds; and (4) proceeds of the Bonds. The proceeds of the Series 2011B Bonds along with money from the debt service fund for the

Series 2003A Bonds and a pro rata portion of the debt service reserve fund for the Series 2003A Bonds has been allocated to expenditures of principal and interest on the Series 2003A Bonds that refunded the Other Original Obligations as shown in the Verification Report and on **Exhibit E**. The remainder of the prior debt service reserve funds together with proceeds of the Bonds have been allocated to expenditures for the remaining principal, interest, or stated redemption prices on the Refunded Obligations on a pro rata basis as shown in the Verification Report.

(b) *Limit on Advance Refundings*. The Series 2003A Bonds consisted of a current refunding portion and an advance refunding portion. Portions of the Series 2003A Bonds were used to currently refund the Original Obligations. Each of the Original Obligations was an interim financing issued in anticipation of the issuance of the Series 2003A Bonds and thus is treated as a "new money portion" of the Series 2003A Bonds. The balance of the Series 2003A Bonds advance refunded the Other Original Obligations and was part of the "advance refunding portion" of the Series 2003A Bonds. The allocation of proceeds of the Series 2003A Bonds to the "new money portion" and "advance refunding portion" was based on the relative useful life of the assets financed by the new money and advance refunding portions pursuant to Regulations § 1.149-9(h)(4)(v)(C) as shown on **Exhibit E**. Based on this allocation, the issuance of the Bonds constitutes the first advance refunding of the Refunded Obligations and no proceeds of the Bonds will be used to pay the Other Series 2003A Defeased Bonds.

(c) *Transferred Proceeds.* As of the Issue Date, approximately $3,422,357.49 is on deposit in the debt service reserve fund for the Refunded Obligations. This money will be transferred to the Escrow Agent for deposit in the Escrow Fund to be used to pay a portion of the principal of and interest on the Series 2003A Bonds. Upon discharge of any principal amount of the Refunded Obligations with proceeds of the Bonds, a ratable portion of the remaining unspent proceeds of the Refunded Obligations will become proceeds of the Bonds (determined in accordance with Regulations § 1.148-9(b)).

(d) *Yield on the Escrowed Securities*. The Yield on the Escrowed Securities (0.134%, as shown in the Verification Report), does not exceed the Yield on the Bonds.

(e) *Market Prices.* All of the Escrowed Securities are United States Treasury Securities State and Local Government Series purchased directly from the United States Treasury.

(f) *Excess Gross Proceeds.* The Board and the City do not expect there to be any excess gross proceeds of the Bonds.

Section 3.8. No Current Refunding. No proceeds of the Bonds will be used to pay principal or interest on any other debt obligation other than as described in **Section 3.7** above.

Section 3.9. Project Completion. The Financed Facility has previously been completed and is identified on **Exhibit C**.

Section 3.10. Financing Agreement/Sinking Funds. The Board is loaning the Bond proceeds to the City under the Financing Agreement. The City is required under the Financing Agreement to make periodic payments to the Trustee in amounts sufficient to pay the principal of and interest on the Bonds. The Trustee will deposit these payments into the Debt Service Fund. Except for the Debt Service Fund, neither the Board nor the City has established or expects to establish any sinking fund or other similar fund that is expected to be used to pay principal of or interest on the Bonds. The Debt Service Fund is used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year, and the Board and the City expect that the Debt Service Fund will qualify as a Bona Fide Debt Service Fund.

Section 3.11. Reserve, Replacement and Pledged Funds.

(a) *Debt Service Reserve Fund*. No reserve or replacement fund has been established for the Bonds.

(b) *No Other Replacement Funds*. None of the Bond proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facility or refund the Refunded Obligations, and that have been or will be used to acquire higher yielding Investments. Except for the Debt Service Fund, there are no other funds pledged or committed in a manner that provides a reasonable assurance that the funds would be available for payment of the principal of or interest on the Bonds if the Board or the City encounters financial difficulty.

Section 3.12. Purpose Investment Yield. The Yield on the Loan will not exceed the Yield on the Bonds by more than 1/8%, as permitted by Regulations § 1.148-2(d)(2)(i). In determining such Loan Yield, "qualified administrative costs" of the Loan paid by the City are taken into account to increase payments for, and reduce receipts from, the Loan, as permitted by Regulations § 1.148-5(e)(3). "Qualified administrative costs" are (1) costs or expenses paid, directly or indirectly, to purchase, carry, sell or retire the Loan, and (2) costs of issuing, carrying or repaying the Bonds, and the underwriting fees; but fees paid to the Board are not qualified administrative costs.

Section 3.13. Offering Prices and Yield on Bonds.

(a) *Offering Prices*. In the Underwriter Receipt for Bonds and Closing Certificate, the Underwriter has certified that (1) all of the Bonds have been the subject of an initial offering to the public at prices no higher than those shown on the cover page of the Official Statement, plus accrued interest (the "Offering Prices"), and (2) the Underwriter expects that at least 10% of the Bonds of each maturity will be sold to the public at initial offering prices no higher than said offering prices. The aggregate initial offering price of the Bonds is $35,732,340.50, without accrued interest.

(b) *Bond Yield*. Based on the Offering Prices, the Yield on the Bonds is 4.5286%, as computed by Bond Counsel as shown on **Exhibit A**. Neither the Board nor the City has entered into an interest rate swap agreement with respect to any portion of the proceeds of the Bonds.

Section 3.14. Miscellaneous Arbitrage Matters.

(a) *No Abusive Arbitrage Device*. The Bonds are not and will not be part of a transaction or series of transactions that has the effect of (1) enabling the Board or the City to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.

(b) *No Over-Issuance*. The sale proceeds of the Bonds, together with expected Investment earnings thereon and other money contributed by the City, do not exceed the cost of the governmental purpose of the Bonds as described above.

Section 3.15. Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Agreement, the Board does not expect that the Bond proceeds will be used in a manner that would cause any Bond to be an "arbitrage bond" within the meaning of Code § 148 and the Regulations.

ARTICLE IV

POST-ISSUANCE TAX REQUIREMENTS, POLICIES AND PROCEDURES

Section 4.1. General.

(a) *Purpose of Article*. The purpose of this Article is to supplement the Tax Compliance Procedure of the City and to set out specific policies and procedures governing compliance with the federal income tax requirements that apply after the Bonds are issued. The Board and City recognize that interest on the Bonds will remain excludable from gross income only if Post-Issuance Tax Requirements are followed after the Issue Date. The Board and City further acknowledge that written evidence substantiating Post-Issuance Tax Requirements must be retained in order to permit the Bonds to be refinanced with tax-exempt obligations and substantiate the position that interest on the Bonds is exempt from gross income in the event of an audit of the Bonds by the IRS.

(b) *Provisions Constitute Written Policies and Procedures of the City.* The City intends for the Tax Compliance Procedure, as supplemented by this Tax Agreement, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Bonds and to supplement any other formal policies and procedures related to tax compliance that the City has established. The provisions of this Tax Agreement are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Agreement, the terms of this Tax Agreement will govern.

(c) *Provisions Constitute Written Policies and Procedures of the Board.* The Board intends for this Tax Agreement to be its primary written policies and procedures related to Post-Issuance Tax Requirements for the Bonds and to supplement any other formal policies and procedures related to tax compliance that the Board has previously established or establishes in the future.

(d) *City Responsible for Post-Issuance Tax Requirements*. The Board and the City acknowledge that the investment and expenditure of proceeds of the Bonds are primarily within the control of the City, and that substantially all of the proceeds of the Original Obligations financed property that is controlled by the City. For these reasons, the Board is relying on the City to carry out the Post-Issuance Tax Requirements as set out this Tax Agreement and the Tax Compliance Policy. The City agrees to undertake these obligations. The Board will cooperate with the City when necessary to enable the City to fulfill its Post-Issuance Tax Requirements. This cooperation includes, but is not limited to, signing Form 8038-T in connection with the payment of arbitrage rebate, participating in any federal income tax audit of the Bonds or related proceedings under a voluntary compliance agreement procedure (VCAP) or remedial action procedure pursuant to Regulations §§ 1.141-12 and 1.145-2.

(e) *Bond Compliance Officer.* The Bond Compliance Officer will be responsible for working with others within the City administration, Board officials, departments, and administrators and for consulting with Bond Counsel, other legal counsel and outside experts to the extent necessary to carry out the Post-Issuance Tax Requirements for the Bonds.

(f) *Board Cooperation; Opinion of Bond Counsel*. Upon written notice given by the City (and if otherwise required or requested by the Board, upon delivery of an Opinion of Bond Counsel addressed to the Board regarding the action), the Board will take any action, including compliance with the remedial action procedures in the Regulations, that is necessary to cause interest on the Bonds to remain excludable from gross income for federal income tax purposes.

(g) *Payment of Costs of Post-Issuance Tax Requirements* Neither the Board nor the Trustee are required to incur any cost in connection with any action taken related to the Post-Issuance Tax Requirements, it being the intent of the parties that all costs of the Post-Issuance Tax Requirements will be paid by, or immediately reimbursed by, the City. The Board and the Trustee shall be entitled to recover from the City all legal and other fees and expenses incurred in connection with compliance with this Article pursuant to the provisions of the Financing Agreement and the Indenture.

Section 4.2. Record Keeping; Use of Bond Proceeds and Use of Financed Facilities.

(a) *Record Retention Procedure*. The Board, the City and the Trustee recognize: (1) that investors purchase the Bonds with the expectation that interest on the Bonds is excluded from gross income for federal income tax purposes, (2) that the tax-exempt status of interest on the Bonds depends on the accuracy of the representations and the satisfaction of the covenants contained herein by the City many of which relate to matters that will occur after the date the Bonds are issued, and (3) that as part of its ongoing tax-exempt bond audit program the IRS currently requires that records be created and maintained with respect to the following matters:

(1) Documentation evidencing an allocation of expenditures of proceeds of the Bonds, Refunded Obligations and Original Obligations in sufficient detail to determine the date of the expenditure, the asset acquired or the purpose of the expenditure.

(2) Documentation evidencing use of Bond financed property by public and private persons (*i.e.* copies of Management Agreements, leases or research agreements).

(3) Documentation evidencing all sources of payment or security for the Bonds, the Refunded Obligations and the Original Obligations.

(4) Documentation pertaining to any investment of Bond proceeds (including the purchase and sale of securities, SLGs subscriptions, actual investment income received from the investment of proceeds, guaranteed investment contracts, and (if required) rebate calculations).

(5) Arbitrage rebate reports and/or opinions.

In addition to the record keeping duties related to the investment of funds specifically undertaken by the Trustee, the Bond Compliance Officer will maintain the Tax-Exempt Bond File for the Bonds as required by the Tax Compliance Procedure.

(b) *Time-Period Records Must Be Retained; Electronic Storage Permitted.* Unless otherwise specifically instructed in a written Opinion of Bond Counsel or to the extent otherwise provided in this Tax Agreement, the Bond Compliance Officer shall retain records related to Post-Issuance Tax Requirements until 3 years following the final maturity of (i) the Bonds or (ii) any obligation issued to refund the Bonds. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (1) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (2) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (3) exhibit a high degree of legibility and readability both electronically and in hardcopy, (4) provide support for other books and records of the City and (5) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the City's premises.

(c) *Allocation of Bond Proceeds to Expenditures*. The Bond Compliance Officer will maintain a complete Tax-Exempt Bond File for the Original Obligations and the Bonds. The Bond Compliance Officer has prepared written substantiation records of the allocation of proceeds the Original Obligations to the Financed Facility through requisitions from the project fund established under the indentures for the Original Obligations. This allocation is summarized on **Exhibit C** and is intended to constitute the Final Written Allocation for the Original Obligations. The Bond Compliance Officer will maintain copies of these records as part of the Tax-Exempt Bond File for the Original Obligations and the Bonds. The Bond Compliance Officer will retain copies of the Trustee expenditure and investment records for the Bonds to evidence the allocation of the Bond Proceeds for the purpose of paying the Refunded Obligations and costs of issuing the Bonds.

(d) *Annual Compliance Checklist*. Attached as **Exhibit D** is a form of annual compliance checklist for the Bonds. The Bond Compliance Officer will prepare and complete an annual compliance checklist for the Financed Facility at least annually in accordance with Section 4.3 of the City's Tax Compliance Procedure. In the event the annual compliance checklist identifies a deficiency in compliance with the requirements of this Tax Agreement, the Bond Compliance Officer will take the actions identified in **Section 4.1(e)** of this Tax Agreement and Section 4.4 of the City's Tax Compliance Procedure to correct any deficiency.

(e) *Opinions of Bond Counsel*. The Bond Compliance Officer is responsible for obtaining and delivering to the Board and the Trustee any Opinion of Bond Counsel required under the provisions of this Tax Agreement, including any opinion required by **Sections 2.2(d), (l) and (m), 4.1(f), and 4.6(d)**.

Section 4.3. Restrictions on Investment Yield. Except as described below, Gross Proceeds must not be invested at a Yield greater than the Yield on the Bonds:

(a) *Costs of Issuance Fund*. Amounts held in the Costs of Issuance Fund may be invested without Yield restriction for 13 months.

(b) *Debt Service Fund*. To the extent that the Debt Service Fund qualifies as a Bona Fide Debt Service Fund, money in the fund may be invested without Yield restriction for 13 months after the date of deposit. Earnings on these amounts may be invested without Yield restriction for one year after the date of receipt of such earnings.

(c) *Escrow Fund*. Proceeds of the Bonds deposited in the Escrow Fund are being invested at a Yield less than the Yield on the Bonds. Other money in the Escrow Fund may be invested at a Yield which does not exceed the Yield on the Refunded Obligations.

(d) *Rebate Fund*. Money other than sale proceeds or Investment proceeds of the Bonds on deposit in the Rebate Fund may be invested without Yield restriction.

(e) *Minor Portion*. In addition to the amounts described above, Gross Proceeds not exceeding the Minor Portion may be invested without Yield restriction.

Section 4.4. Procedures for Establishing Fair Market Value of Investments.

(a) *General*. No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the

Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulations § 1.148-5.

(b) *Established Securities Market*. Except for Investments purchased for a yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using one of the paragraphs below. The fair market value of Investments purchased for a Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulations § 1.148-5.

(c) *Certificates of Deposit*. The purchase price of a certificate of deposit (a "CD") is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, (2) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

(d) *Guaranteed Investment Contracts*. The Board and the City are applying Regulations § 1.148-5(d)(6)(iii)(A) as amended by the Proposed Regulations (relating to electronic bidding of Guaranteed Investment Contracts) to the Bonds. The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:

(1) Bona Fide Solicitation for Bids. The City or the Trustee makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:

(A) The bid specifications are in writing and are timely forwarded to potential providers, or are made available on an internet website or other similar electronic media that is regularly used to post bid specifications to potential bidders. A writing includes a hard copy, a fax, or an electronic e-mail copy.

(B) The bid specifications include all "material" terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the Guaranteed Investment Contract.

(C) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (i) that the potential provider did not consult with any other potential provider about its bid, (ii) that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the Board, the City, the Trustee, or any other person (whether or not in connection with the bond issue), and (iii) that the bid is not being submitted solely as a courtesy to the Board, the City, the Trustee, or any other person, for purposes of satisfying the requirements of the Regulations.

(D) The terms of the bid specifications are "commercially reasonable." A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the Guaranteed Investment Contract.

(E) The terms of the solicitation take into account the City's reasonably expected deposit and draw-down schedule for the amounts to be invested.

(F) All potential providers have an equal opportunity to bid. If the bidding process affords any opportunity for a potential provider to review other bids before providing a bid, then providers have an equal opportunity to bid only if all potential providers have an equal opportunity to review other bids. Thus, no potential provider may be given an opportunity to review other bids that is not equally given to all potential providers (that is no exclusive "last look").

(G) At least 3 "reasonably competitive providers" are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(2) Bids Received. The bids received by the City or Trustee must meet all of the following requirements:

(A) The City or Trustee receives at least 3 bids from providers that were solicited as described above and that do not have a "material financial interest" in the issue. For this purpose, (i) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue, (ii) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and (iii) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(B) At least 1 of the 3 bids received is from a reasonably competitive provider, as defined above.

(C) If the City or Trustee uses an agent or broker to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.

(3) Winning Bid. The winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(4) Fees Paid. The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.

(5) Records. The City and the Trustee retain the following records with the bond documents until 3 years after the last outstanding Bond is redeemed:

(A) A copy of the Guaranteed Investment Contract.

(B) The receipt or other record of the amount actually paid by the City or Trustee for the Guaranteed Investment Contract, including a record of any administrative costs paid by the City or Trustee, and the certification as to fees paid, described in paragraph (d)(4) above.

(C) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(D) The bid solicitation form and, if the terms of the Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(e) *Other Investments*. If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:

(1) at least 3 bids on the Investment must be received from persons with no financial interest in the Bonds (*e.g.,* as underwriters or brokers); and

(2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

Section 4.5. Exemption of Certain Gross Proceeds from the Rebate Requirement.

(a) *General*. A portion of the Gross Proceeds of the Bonds may be exempt from rebate pursuant to one or more of the following exceptions. The exceptions typically will not apply with respect to all Gross Proceeds of the Bonds and will not otherwise affect the application of the Investment limitations described in **Section 4.3**. Unless specifically noted, the obligation to compute, and if necessary, to pay rebate as set forth in **Section 4.6** applies even if a portion of the Gross Proceeds of the Bonds is exempt from the rebate requirement. To the extent all or a portion of the Bonds is exempt from rebate the Rebate Analyst may account for such fact in connection with its preparation of a rebate report described in **Section 4.6**.

(b) *Applicable Spending Exceptions*. No optional rebate spending exceptions apply to the Bonds.

(c) *Special Elections Made with Respect to Spending Exception Elections*. No special elections are being made in connection with the application of the spending exceptions.

(d) *Bona Fide Debt Service Fund.* To the extent that the Debt Service Fund qualifies as a Bona Fide Debt Service Fund, Investment earnings in the fund cannot be taken into account in computing arbitrage rebate (1) with respect to such portion that meets the 6-month spending exception, or (2) for a given Bond Year, if the gross earnings on the Debt Service Fund for such Bond Year are less than $100,000. If the average annual debt service on the Bonds does not exceed $2,500,000, the $100,000 earnings test may be treated as satisfied in every Bond Year.

Section 4.6. Computation and Payment of Arbitrage Rebate.

(a) *Computation of Rebate Amount*. The City will provide the Rebate Analyst Investment reports relating to each fund held by it that contains Gross Proceeds of the Bonds together with copies of Investment reports for any funds containing Gross Proceeds that are held by a party other than the City annually as of the end of each Bond Year and not later than 10 days following each Computation Date. Each Investment report provided to the Rebate Analyst will contain a record of each Investment, including (1) purchase date, (2) purchase price, (3) information establishing the fair market value on the date such Investment was allocated to the Bonds, (4) any accrued interest paid, (5) face amount, (6) coupon rate, (7) frequency of interest payments, (8) disposition price, (9) any accrued interest received, and (10) disposition date. Such records may be supplied in electronic form. The Rebate Analyst will compute rebate following each Computation Date and deliver a written report to the City together with an opinion or certificate of the Rebate Analyst stating that arbitrage rebate was determined in accordance

with the Regulations. Each report and opinion will be provided not later than 45 days following the Computation Date to which it relates. In performing its duties, the Rebate Analyst may rely, in its discretion, on the correctness of financial analysis reports prepared by other professionals.

(b) *Rebate Payments*. Within 60 days after each Computation Date, the City will pay to the United States the rebate amount then due, determined in accordance with the Regulations. Each payment must be (1) accompanied by IRS Form 8038-T and such other forms, documents or certificates as may be required by the Regulations, and (2) mailed or delivered to the IRS at the address shown below, or to such other location as the IRS may direct:

Internal Revenue Service Center
Ogden, UT 84201

(c) *Successor Rebate Analyst* If the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason, or if either the City or the Board desire that a different firm act as the Rebate Analyst, then the City (so long as no event of default hereunder or under the Financing Agreement has occurred and is continuing), with the written consent of the Board (which consent will not be unreasonably withheld) or the Board, by an instrument or concurrent instruments in writing delivered to the Trustee, the firm then serving as the Rebate Analyst and any other party to this Tax Agreement, will name a successor Rebate Analyst. In each case the successor Rebate Analyst must be a firm of nationally recognized bond counsel or a firm of independent certified public accountants and such firm must expressly agree to undertake the responsibilities assigned to the Rebate Analyst hereunder. In the event the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason and neither the Board nor the City appoints a qualified successor Rebate Analyst within 30 days following a request to appoint a successor Rebate Analyst, then the Trustee will appoint a firm to act as the successor Rebate Analyst.

(d) *Filing Requirements***.** The Board (if requested in writing by the City), the Trustee and the City will file or cause to be filed with the IRS such reports or other documents as are required by the Code in accordance with an Opinion of Bond Counsel addressed and delivered to such parties.

(e) *Survival after Defeasance***.** Notwithstanding anything in the Indenture to the contrary, the obligation to pay arbitrage rebate to the United States will survive the payment or defeasance of the Bonds.

Section 4.7. Tax Audits. The Board and the City acknowledge that the IRS has a routine tax audit program in place and that the cost of professional representation and compliance with requests for records and other information that are a part of such an audit can be substantial, even if no violation of tax laws are found. The Board and the City also recognize that under current administrative procedures the IRS must direct audit inquiries to the Board, even though the City has the primary responsibility for maintaining the exclusion of interest on the Bonds from gross income for federal income tax purposes. Upon receipt of notice of the commencement of any audit of the Bonds, the City or the Board will notify the other promptly. Throughout the term of the audit and any subsequent proceedings, the Board and the City will provide copies to one another of any correspondence received from or transmitted to the IRS by the other. The Board may hire its own legal counsel to represent its interests in connection with the audit or in any further proceeding that results from the audit. At the request of the Board, the City will hire separate legal counsel to represent the City's interests in the audit. The City, upon written request of the Board, will assume responsibility for responding to information and document requests made by the auditor that are within the knowledge or possession of the City. Promptly on demand by the Board in writing, the City will pay costs incurred by the Board in connection with the audit or any legal or

administrative proceeding resulting from the audit (including the Board's reasonable attorney's fees and expenses). So long as the City shall not be in default under the terms of the Financing Agreement neither the Board nor the City shall have the right to represent or otherwise bind the other party in connection with any settlement related to the tax-exempt status of the Bonds. Nothing contained in this section is intended to limit the rights of the Board to recovery under the Financing Agreement or any other agreement or certificate executed in connection with the issuance of the Bonds.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Term of Tax Agreement. This Tax Agreement will be effective concurrently with the issuance and delivery of the Bonds and will continue in force and effect until the principal of, redemption premium, if any, and interest on all Bonds have been fully paid and all such Bonds are cancelled; provided that, the provisions of **Article IV** of this Tax Agreement regarding payment of arbitrage rebate and all related penalties and interest will remain in effect until all such amounts are paid to the United States and the provisions in **Section 4.2** relating to record keeping shall continue in force for the period described therein for records to be retained.

Section 5.2. Amendments. This Tax Agreement may be amended from time to time by the parties to this Tax Agreement without notice to or the consent of any of the Bondowners, but only if such amendment is in writing and is accompanied by an Opinion of Bond Counsel to the effect that, under then existing law, assuming compliance with this Tax Agreement as so amended, the Indenture and the Financing Agreement, such amendment will not cause any Bond to be an arbitrage bond under Code § 148 or otherwise cause interest on any Bond to be included in gross income for federal income tax purposes. No such amendment will become effective until the Board, the City and the Trustee receive an Opinion of Bond Counsel, addressed to the Board, the City and the Trustee, that such amendment will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

Section 5.3. Opinion of Bond Counsel. The Board, the City and the Trustee may deviate from the provisions of this Tax Agreement if furnished with an Opinion of Bond Counsel to the effect that the proposed deviation will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. The Board (to the extent within its power or direction), the City and the Trustee further agree to comply with any further or different instructions provided in an Opinion of Bond Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Bonds or the exclusion from gross income of interest on the Bonds.

Section 5.4. Reliance. In delivering this Tax Agreement, the Board and the Trustee are making only those certifications, representations and agreements as are specifically attributed to them in this Tax Agreement. The balance of the certifications, representations and agreements contained in this Tax Agreement, except those made by the Underwriter in the Underwriter Receipt for Bonds and Closing Certificate, are those of the City, and the Board and the Trustee are relying on the City with respect to them. Neither the Board nor the Trustee is aware of any facts or circumstances which would cause it to question the accuracy of the facts, circumstances, estimates or expectations of the City or the Underwriter and, to the best of its knowledge, those facts, circumstances, estimates and expectations are reasonable.

Section 5.5. Severability. If any provision in this Tax Agreement or in the Bonds is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

Section 5.6. Benefit of Agreement. This Tax Agreement is binding upon the Board, the Trustee and the City and their respective successors and assigns, and inures to the benefit of the parties to this Tax Agreement and the owners of the Bonds. Nothing in this Tax Agreement or in the Indenture or the Bonds, express or implied, gives to any person, other than the parties to this Tax Agreement and their successors and assigns, and the owners of the Bonds, any benefit or any legal or equitable right, remedy or claim under this Tax Agreement. The certifications and representations made in this Tax Agreement and the expectations presented in this Tax Agreement are intended, and may be relied upon, as a certification of an officer of the Board given in good faith described in Regulations § 1.148-2(b)(2). The City understands that its certifications in this Tax Agreement and in its Closing Certificate will be relied upon by the Board in the issuance of the Bonds and execution of this Tax Agreement. The Board and the City understand that such certifications will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Bonds and the exclusion from federal gross income of the interest on the Bonds.

Section 5.7. Default, Breach and Enforcement. Any misrepresentation of a party contained herein or any breach of a covenant or agreement contained in this Tax Agreement is an event of default under this Tax Agreement. This Tax Agreement is defined as a "Financing Document" in the Indenture, and remedies for an event of default under this Tax Agreement may be pursued pursuant to the terms of the Indenture, the Financing Agreement or any other document which references this Tax Agreement and gives remedies for an event of default thereunder.

Section 5.8. Execution in Counterparts. This Tax Agreement may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute the same instrument.

Section 5.9. Governing Law. This Tax Agreement will be governed by and construed in accordance with the laws of the State of Missouri.

Section 5.10. Electronic Transactions. The parties agree that the transaction described in this Tax Agreement may be conducted, and related documents may be stored, by electronic means.

THE PARTIES TO THIS TAX AGREEMENT have caused this Tax Compliance Agreement to be duly executed by their duly authorized officials and officers as of the day and year first above written.

MISSOURI DEVELOPMENT FINANCE BOARD

By: _____
Title: _____

CITY OF BRANSON, MISSOURI

By: _____
Title: _____

COMMERCE BANK, as Trustee

By: _____
Title: _____

EXHIBIT A

DEBT SERVICE SCHEDULE AND PROOF OF BOND YIELD

Missouri Development Finance Board

Infrastructure Facilities Revenue Bonds
(City of Branson, Missouri) | Series 2011A

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/15/2011	-	-	-	-	-
06/01/2012	-	-	835,684.79	835,684.79	-
12/01/2012	-	-	767,465.63	767,465.63	1,603,150.42
06/01/2013	-	-	767,465.63	767,465.63	-
12/01/2013	560,000.00	3.000%	767,465.63	1,327,465.63	2,094,931.26
06/01/2014	-	-	759,065.63	759,065.63	-
12/01/2014	1,305,000.00	3.000%	759,065.63	2,064,065.63	2,823,131.26
06/01/2015	-	-	739,490.63	739,490.63	-
12/01/2015	1,340,000.00	3.000%	739,490.63	2,079,490.63	2,818,981.26
06/01/2016	-	-	719,390.63	719,390.63	-
12/01/2016	1,490,000.00	3.000%	719,390.63	2,209,390.63	2,928,781.26
06/01/2017	-	-	697,040.63	697,040.63	-
12/01/2017	1,535,000.00	3.000%	697,040.63	2,232,040.63	2,929,081.26
06/01/2018	-	-	674,015.63	674,015.63	-
12/01/2018	1,580,000.00	3.000%	674,015.63	2,254,015.63	2,928,031.26
06/01/2019	-	-	650,315.63	650,315.63	-
12/01/2019	1,630,000.00	5.000%	650,315.63	2,280,315.63	2,930,631.26
06/01/2020	-	-	609,565.63	609,565.63	-
12/01/2020	1,710,000.00	5.000%	609,565.63	2,319,565.63	2,929,131.26
06/01/2021	-	-	566,815.63	566,815.63	-
12/01/2021	1,795,000.00	4.000%	566,815.63	2,361,815.63	2,928,631.26
06/01/2022	-	-	530,915.63	530,915.63	-
12/01/2022	1,870,000.00	4.000%	530,915.63	2,400,915.63	2,931,831.26
06/01/2023	-	-	493,515.63	493,515.63	-
12/01/2023	1,945,000.00	4.125%	493,515.63	2,438,515.63	2,932,031.26
06/01/2024	-	-	453,400.00	453,400.00	-
12/01/2024	2,025,000.00	4.250%	453,400.00	2,478,400.00	2,931,800.00
06/01/2025	-	-	410,368.75	410,368.75	-
12/01/2025	2,110,000.00	4.375%	410,368.75	2,520,368.75	2,930,737.50
06/01/2026	-	-	364,212.50	364,212.50	-
12/01/2026	2,205,000.00	4.750%	364,212.50	2,569,212.50	2,933,425.00
06/01/2027	-	-	311,843.75	311,843.75	-
12/01/2027	2,310,000.00	4.750%	311,843.75	2,621,843.75	2,933,687.50
06/01/2028	-	-	256,981.25	256,981.25	-
12/01/2028	2,415,000.00	4.750%	256,981.25	2,671,981.25	2,928,962.50
06/01/2029	-	-	199,625.00	199,625.00	-
12/01/2029	2,530,000.00	5.000%	199,625.00	2,729,625.00	2,929,250.00
06/01/2030	-	-	136,375.00	136,375.00	-
12/01/2030	2,660,000.00	5.000%	136,375.00	2,796,375.00	2,932,750.00
06/01/2031	-	-	69,875.00	69,875.00	-
12/01/2031	2,795,000.00	5.000%	69,875.00	2,864,875.00	2,934,750.00
Total	**$35,810,000.00**	**-**	**$20,423,706.78**	**$56,233,706.78**	**-**

Debt Service Schedule

Yield Statistics

Bond Year Dollars	$448,931.56
Average Life	12.536 Years
Average Coupon	4.5494033%
Net Interest Cost (NIC)	4.6424808%
True Interest Cost (TIC)	4.6326202%
Bond Yield for Arbitrage Purposes	4.5286359%
All Inclusive Cost (AIC)	4.7133821%

IRS Form 8038

Net Interest Cost	4.6175024%
Weighted Average Maturity	12.426 Years

Missouri Development Finance Board

Infrastructure Facilities Revenue Bonds

(City of Branson, Missouri) | Series 2011A

Proof Of Bond Yield @ 4.5286359%

Date	Cashflow	PV Factor	Present Value	Cumulative PV
11/15/2011	-	1.0000000x	-	-
06/01/2012	835,684.79	0.9759139x	815,556.41	815,556.41
12/01/2012	767,465.63	0.9543054x	732,396.59	1,547,953.00
06/01/2013	767,465.63	0.9331753x	716,180.00	2,264,133.01
12/01/2013	1,327,465.63	0.9125131x	1,211,329.84	3,475,462.84
06/01/2014	759,065.63	0.8923084x	677,320.67	4,152,783.51
12/01/2014	2,064,065.63	0.8725511x	1,801,002.76	5,953,786.27
06/01/2015	739,490.63	0.8532312x	630,956.51	6,584,742.78
12/01/2015	2,079,490.63	0.8343392x	1,735,000.45	8,319,743.23
06/01/2016	719,390.63	0.8158654x	586,925.90	8,906,669.13
12/01/2016	2,209,390.63	0.7978006x	1,762,653.22	10,669,322.36
06/01/2017	697,040.63	0.7801359x	543,786.40	11,213,108.76
12/01/2017	2,232,040.63	0.7628622x	1,702,739.52	12,915,848.27
06/01/2018	674,015.63	0.7459711x	502,796.17	13,418,644.44
12/01/2018	2,254,015.63	0.7294539x	1,644,200.56	15,062,845.00
06/01/2019	650,315.63	0.7133025x	463,871.76	15,526,716.76
12/01/2019	2,280,315.63	0.6975087x	1,590,539.94	17,117,256.70
06/01/2020	609,565.63	0.6820646x	415,763.12	17,533,019.82
12/01/2020	2,319,565.63	0.6669624x	1,547,063.10	19,080,082.92
06/01/2021	566,815.63	0.6521947x	369,674.13	19,449,757.04
12/01/2021	2,361,815.63	0.6377539x	1,506,257.09	20,956,014.13
06/01/2022	530,915.63	0.6236329x	331,096.43	21,287,110.56
12/01/2022	2,400,915.63	0.6098245x	1,464,137.14	22,751,247.70
06/01/2023	493,515.63	0.5963219x	294,294.16	23,045,541.86
12/01/2023	2,438,515.63	0.5831182x	1,421,942.88	24,467,484.73
06/01/2024	453,400.00	0.5702069x	258,531.82	24,726,016.55
12/01/2024	2,478,400.00	0.5575815x	1,381,909.98	26,107,926.53
06/01/2025	410,368.75	0.5452356x	223,747.66	26,331,674.20
12/01/2025	2,520,368.75	0.5331631x	1,343,767.67	27,675,441.87
06/01/2026	364,212.50	0.5213579x	189,885.07	27,865,326.94
12/01/2026	2,569,212.50	0.5098141x	1,309,820.78	29,175,147.72
06/01/2027	311,843.75	0.4985259x	155,462.19	29,330,609.90
12/01/2027	2,621,843.75	0.4874876x	1,278,116.39	30,608,726.29
06/01/2028	256,981.25	0.4766938x	122,501.36	30,731,227.65
12/01/2028	2,671,981.25	0.4661389x	1,245,514.39	31,976,742.04
06/01/2029	199,625.00	0.4558177x	90,992.62	32,067,734.66
12/01/2029	2,729,625.00	0.4457251x	1,216,662.38	33,284,397.04
06/01/2030	136,375.00	0.4358559x	59,439.85	33,343,836.89
12/01/2030	2,796,375.00	0.4262053x	1,191,829.83	34,535,666.72
06/01/2031	69,875.00	0.4167683x	29,121.69	34,564,788.41
12/01/2031	2,864,875.00	0.4075403x	1,167,552.09	35,732,340.50
Total	**$56,233,706.78**	**-**	**$35,732,340.50**	**-**

Proof Of Bond Yield @ 4.5286359%

Derivation Of Target Amount

Par Amount of Bonds	$35,810,000.00
Reoffering Premium or (Discount)	(77,659.50)
Original Issue Proceeds	$35,732,340.50

EXHIBIT B

IRS FORM 8038-G

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 Missouri Development Finance Board	2 Issuer's employer identification number (EIN) 43-1387649
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Alan Woolever, Gilmore & Bell, P.C.	3b Telephone number of other person shown on 3a 816-221-1000
4 Number and street (or P.O. box if mail is not delivered to street address) / Room/suite P.O. Box 567 / 680	5 Report number *(For IRS Use Only)* 3
6 City, town, or post office, state, and ZIP code Jefferson City, Missouri 65102	7 Date of issue November 15, 2011
8 Name of issue Infrastructure Facilities Revenue Bonds (City of Branson, Missouri) Series 2011A	9 CUSIP number 60636C 3K3
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Robert V. Miserez	10b Telephone number of officer or other employee shown on 10a 573-751-2686

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		
14	Public safety	14		
15	Environment (including sewage bonds)	15		
16	Housing	16		
17	Utilities	17		
18	Other. Describe ▶ Convention and visitor's center and related infrastructure	18	35,732,340	50
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	12/01/2031	$ 35,732,340.50	$ 35,810,000.00	12.426 years	4.5286 %

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	35,732,340	50
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	601,564 18			
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	35,130,776 32			
29	Total (add lines 24 through 28)			29	35,732,340	50
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	0	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 ▶	N/A years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded ▶	13.736 years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ▶	12/01/2012
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	01/22/2003

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.

▶ Signature of issuer's authorized representative Date ▶ Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Alan Woolever		11/01/2011		P01062536

Firm's name ▶	Gilmore & Bell, P.C.	Firm's EIN ▶	43-1611738
Firm's address ▶	2405 Grand Boulevard, Suite 1100, Kansas City, MO 64108	Phone no.	816-221-1000

SCHEDULE A TO IRS FROM 8038-G

Line 11-18 Users of Bond Proceeds:

Form 8038-G Line Number	User Name	Employer Identification Number	Governmental or Nongovernmental Entity	Summary of Use
18	City of Branson, Missouri	44-6000142	Governmental	Convention and Visitor Center and related infrastructure

EXHIBIT C

FINAL ALLOCATION OF BOND PROCEEDS

[See Spreadsheet]

EXHIBIT C TO THE TAX COMPLIANCE AGREEMENT

Missouri Development Finance Board
Infrastructure Facilities Revenue Bonds
(City of Branson, Missouri), Series 2011A

Final Allocation of Bond Proceeds (Original Obligations)

	2001A	Taxable 2001B	2002A	Taxable 2002B	2003A*	Combined
Sources:**						
Par Amount	$ 23,500,000.00	$ 9,000,000.00	$ 24,135,000.00	$ 9,365,000.00	$ 35,725,000.00	$ 101,725,000.00
Original Issue Discount	-	-	-	-	(401,255.50)	(401,255.50)
Original Issue Premium	-	-	235,798.95	-	-	235,798.95
Investment Earnings on the Project Fund***	47,001.84	4,560.77	43,607.86	7.65	36,520.50	131,698.62
Other Contributions	56.29	(56.29)	178,394.09	-	2,043,749.23	2,222,143.32
Project Funds from Prior Issues	-	-	7,062,979.50	282,254.53	5,119,798.68	12,465,032.71
Total	$ 23,547,058.13	$ 9,004,504.48	$ 31,655,780.40	$ 9,647,262.18	$ 42,523,812.91	$ 116,378,418.10
Uses:						
Project Expenditures	$ 15,903,904.80	$ 8,547,499.00	$ 2,290,157.04	$ 282,069.35	$ 5,974,847.90	$ 32,998,478.09
Escrow Fund	-	-	23,500,000.00	9,000,000.00	34,471,229.19	66,971,229.19
Reserve Fund	-	-	-	-	1,318,088.45	1,318,088.45
Capitalized Interest Fund	181,668.06	89,237.50	-	-	-	270,905.56
Debt Service	-	-	-	-	25,259.39	25,259.39
COI & U/D	223,877.00	152,619.23	61,983.39	23,478.32	734,387.98	1,196,345.92
Transfer to Refunding Issue from Project Fund	7,062,979.50	215,148.75	5,081,601.22	38,197.46	-	12,397,926.93
Transfer to Refunding Issue from Capitalized Interest Fund	-	-	722,038.75	303,517.05	-	1,025,555.80
Transfer to Refunding Issue from Costs of Issuance Fund	174,628.77	-	-	-	-	174,628.77
Total	$ 23,547,058.13	$ 9,004,504.48	$ 31,655,780.40	$ 9,647,262.18	$ 42,523,812.91	$ 116,378,418.10

*Refunding Series 2002A & Series 2002B Portions Only (Using October 2011 Allocation)
**Only includes investment earnings from the project funds
***Net of management fees

EXHIBIT C TO THE TAX COMPLIANCE AGREEMENT

Missouri Development Finance Board
Infrastructure Facilities Revenue Bonds
(City of Branson, Missouri), Series 2011A

Project Expenditures of the Original Obligations

Series	Date	Vendor	Amount	Total
2001A	11/30/2001	Branson Landing, LLC	3,615,000.00	
2001A	12/10/2001	Taney County Title & Escrow, LLC	7,364,193.08	
2001A	12/11/2001	Taney County Title & Escrow, LLC	3,882,971.10	
2001A	12/14/2001	Taney County Title & Escrow, LLC	1,041,740.62	
Total 2001A project expenditures:				**15,903,904.80**
2001B	11/30/2001	Taney County Title & Escrow, LLC	75,000.00	
2001B	11/30/2001	Branson Landing, LLC	1,385,000.00	
2001B	12/10/2001	Taney County Title & Escrow, LLC	4,134,611.62	
2001B	12/11/2001	Taney County Title & Escrow, LLC	2,952,887.38	
Total 2001B project expenditures:				**8,547,499.00**
2002A	6/6/2002	Taney County Title & Escrow, LLC	222,183.62	
2002A	1/3/2002	Integra Realty Resources	15,045.93	
2002A	8/19/2002	Integra Realty Resources	10,000.00	
2002A	8/19/2002	Commerce Bank	7,500.00	
2002A	8/19/2002	Commerce Bank	8,000.00	
2002A	8/19/2002	Conventions, Sports & Leisure Intnl.	63,125.37	
2002A	8/19/2002	Creative Printing & Design	160.00	
2002A	8/19/2002	Postage	13,836.14	
2002A	8/19/2002	White Gross Bowers March	12,830.05	

EXHIBIT C TO THE TAX COMPLIANCE AGREEMENT

Missouri Development Finance Board
Infrastructure Facilities Revenue Bonds
(City of Branson, Missouri), Series 2011A

Project Expenditures of the Original Obligations

Series	Date	Vendor	Amount	Total
2002A	8/19/2002	Core Program Development	19,336.08	
2002A	8/19/2002	MO DNR	2,500.00	
2002A	8/19/2002	Crawford Architects LLC	6,902.00	
2002A	8/19/2002	Taney County Title & Escrow, LLC	1,526,566.00	
2002A	8/23/2002	St. Louis Post Dispatch	377.82	
2002A	8/23/2002	Terracon	54,400.00	
2002A	8/26/2002	Core Program Development	7,301.58	
2002A	8/26/2002	Dallas Morning News	601.00	
2002A	8/26/2002	Springfield News Leader	111.60	
2002A	8/26/2002	St. Louis Post Dispatch	598.53	
2002A	8/26/2002	Terracon	39,600.00	
2002A	9/16/2002	Tri-Lakes Escrow	620.00	
2002A	9/16/2002	Core Program Development	29,228.53	
2002A	9/16/2002	Gerken Environmental Ent.	41,500.00	
2002A	9/16/2002	MO DNR	150.00	
2002A	10/18/2002	Devine, Deflon Yaeger, Inc.	5,937.50	
2002A	10/18/2002	FEDEX	19.63	
2002A	10/18/2002	Gerken Environmental Ent.	7,830.80	
2002A	10/18/2002	MO DNR	150.00	
2002A	10/18/2002	Tri Lakes Daily News	89.00	
2002A	10/18/2002	Core Program Development	8,011.95	

EXHIBIT C TO THE TAX COMPLIANCE AGREEMENT

Missouri Development Finance Board
Infrastructure Facilities Revenue Bonds
(City of Branson, Missouri), Series 2011A

Project Expenditures of the Original Obligations

Series	Date	Vendor	Amount	Total
2002A	10/18/2002	CSG	8,366.55	
2002A	10/18/2002	Taylor Wrecking	35,000.00	
2002A	10/18/2002	MDFB	2,500.00	
2002A	10/18/2002	Taney Co	(31,451.50)	
2002A	10/18/2002	Gilmore & Bell	(1,360.42)	
2002A	11/18/2002	Devine, Deflon Yaeger, Inc.	9,062.50	
2002A	11/18/2002	Conventions, Sports & Leisure Intnl.	2,683.66	
2002A	11/18/2002	Crawford Architects LLC	5,275.00	
2002A	11/18/2002	Terracon	20,250.00	
2002A	11/18/2002	Core Program Development	1,692.64	
2002A	11/18/2002	Taylor Wrecking	14,200.00	
2002A	5/13/2002	Core Program Development	77,329.68	
2002A	5/13/2002	Crawford Architects LLC	41,884.42	
2002A	8/19/2002	Taney County Times	211.38	
Total 2002A project expenditures:				**2,290,157.04**
2002B	5/29/2002	Taney County Title & Escrow, LLC	236,258.39	
2002B	5/13/2002	Core Program Development	29,715.84	
2002B	5/13/2002	Crawford Architects LLC	16,095.12	
Total 2002B project expenditures:				**282,069.35**

EXHIBIT C TO THE TAX COMPLIANCE AGREEMENT

Missouri Development Finance Board
Infrastructure Facilities Revenue Bonds
(City of Branson, Missouri), Series 2011A

Project Expenditures of the Original Obligations

Series	Date	Vendor	Amount	Total
2003A	4/5/2004	Delich, Roth, & Goodwillie	30,231.65	
2003A	2/19/2004	Delich, Roth, & Goodwillie	16,091.07	
2003A	1/30/2004	Delich, Roth, & Goodwillie	25,066.93	
2003A	12/29/2003	Delich, Roth, & Goodwillie	17,409.88	
2003A	12/29/2003	Delich, Roth, & Goodwillie	12,789.01	
2003A	7/19/2004	Delich, Roth, & Goodwillie	27,688.66	
2003A	5/19/2006	HCW Development Co - Butler	9.00	
2003A	5/19/2006	HCW Development Co - Palmerton	294.24	
2003A	7/25/2003	Crawford Architects	125,000.00	
2003A	5/19/2006	HCW Development Co - Turner	8,524.67	
2003A	5/19/2006	HCW Development Co - Turner	176,020.66	
2003A	7/25/2003	MO DNR	2,086.01	
2003A	7/19/2004	Walter Moore	730.00	
2003A	4/5/2004	Walter Moore	11,952.50	
2003A	4/5/2004	EFK Moen LLC	8,901.23	
2003A	4/5/2004	EFK Moen LLC	25,023.73	
2003A	1/30/2004	EFK Moen LLC	11,200.64	
2003A	2/19/2004	EFK Moen LLC	17,038.92	
2003A	7/19/2004	EFK Moen LLC	21,988.24	
2003A	12/29/2003	EFK Moen LLC	11,210.93	
2003A	4/5/2004	HCW Development Co - Brown	2,749.00	

EXHIBIT C TO THE TAX COMPLIANCE AGREEMENT

Missouri Development Finance Board
Infrastructure Facilities Revenue Bonds
(City of Branson, Missouri), Series 2011A

Project Expenditures of the Original Obligations

Series	Date	Vendor	Amount	Total
2003A	4/5/2004	HCW Development Co - Brown	7,300.00	
2003A	2/19/2004	HCW Development Co - Graf Int.	5,992.50	
2003A	4/5/2004	HCW Development Co - Yung	766.35	
2003A	5/19/2006	HCW Development Co - Turner	457,068.74	
2003A	12/29/2003	HCW Development Co. - Rozell	500.00	
2003A	12/29/2003	HCW Development Co. - Graf Int.	7,500.00	
2003A	1/30/2004	HCW Development Co - Graf Int.	7,500.00	
2003A	12/29/2003	HCW Development Co. - Graf Int.	7,500.00	
2003A	9/22/2003	HCW Development Co	7,500.00	
2003A	9/22/2003	HCW Development Co	7,500.00	
2003A	4/5/2004	HCW Development Co - Senate	4,114.87	
2003A	4/5/2004	HCW Development Co - Senate	5,500.00	
2003A	7/25/2003	Convention, Sports & Leisure	30,000.00	
2003A	7/25/2003	Convention, Sports & Leisure	13,830.37	
2003A	4/5/2004	HCW Development Co - HVS Int.	2,342.67	
2003A	9/22/2003	HCW Development Co	1,062.20	
2003A	1/29/2003	HCW Development Co	100,000.00	
2003A	9/22/2003	HCW Development Co	190.00	
2003A	9/22/2003	HCW Development Co	7,500.00	
2003A	9/22/2003	HCW Development Co	7,500.00	
2003A	9/22/2003	HCW Development Co	7,625.00	

EXHIBIT C TO THE TAX COMPLIANCE AGREEMENT

Missouri Development Finance Board
Infrastructure Facilities Revenue Bonds
(City of Branson, Missouri), Series 2011A

Project Expenditures of the Original Obligations

Series	Date	Vendor	Amount	Total
2003A	9/22/2003	HCW Development Co	9,875.00	
2003A	9/22/2003	HCW Development Co	702.00	
2003A	9/22/2003	HCW Development Co	5,498.34	
2003A	9/22/2003	HCW Development Co	2,500.00	
2003A	12/29/2003	HCW Development Co	2,151.00	
2003A	1/30/2004	HCW Development Co - HVS Int..	248.00	
2003A	7/19/2004	HCW Development Co	957.70	
2003A	7/19/2004	HCW Development Co	16,488.36	
2003A	1/30/2004	HCW Development Co - HVS Int..	8,750.00	
2003A	5/19/2006	HCW Development Co - Rozell	13,233.00	
2003A	5/20/2003	HCW Development Co	7,500.00	
2003A	9/22/2003	HCW Development Co	5,926.72	
2003A	9/22/2003	HCW Development Co	255.09	
2003A	7/25/2003	Midland Wrecking, Inc.	315,658.99	
2003A	3/20/2003	Midland Wrecking, Inc.	309,707.17	
2003A	7/25/2003	Devine Deflon Yaeger, Inc	28,400.00	
2003A	7/19/2004	HCW Development Co	7,480.00	
2003A	7/19/2004	HCW Development Co	3,740.00	
2003A	7/19/2004	HCW Development Co	22,440.00	
2003A	1/29/2003	Midland Wrecking, Inc.	164,644.20	
2003A	1/30/2004	HCW Development Co - Tri Lakes	1,000.00	

EXHIBIT C TO THE TAX COMPLIANCE AGREEMENT

Missouri Development Finance Board
Infrastructure Facilities Revenue Bonds
(City of Branson, Missouri), Series 2011A

Project Expenditures of the Original Obligations

Series	Date	Vendor	Amount	Total
2003A	7/19/2004	Tri-Lakes Escrow	53,237.81	
2003A	7/19/2004	Taney Co Circuit Clerk	180,000.00	
2003A	7/19/2004	HCW Development Co	1,000.00	
2003A	7/19/2004	Taney Co Circuit Clerk	1,500.00	
2003A	6/4/2004	HCW Development Co - Berger	32,455.57	
2003A	4/5/2004	HCW Development Co - Berger	15,915.91	
2003A	4/5/2004	HCW Development Co - Berger	13,906.71	
2003A	7/19/2004	HCW Development Co	18,459.74	
2003A	5/19/2006	HCW Development Co - TVS	40,347.85	
2003A	5/19/2006	HCW Development Co - TVS	892.10	
2003A	4/5/2004	Harrington & Cortelyou	91,298.96	
2003A	4/5/2004	Harrington & Cortelyou	95,816.23	
2003A	2/19/2004	Harrington & Cortelyou	61,817.16	
2003A	12/29/2003	Harrington & Cortelyou	30,034.58	
2003A	1/30/2004	Harrington & Cortelyou	88,664.98	
2003A	7/19/2004	Harrington & Cortelyou	63,550.47	
2003A	4/5/2004	Burns & McDonnell	3,037.43	
2003A	7/19/2004	Burns & McDonnell	3,151.82	
2003A	6/4/2004	Burns & McDonnell	4,882.50	
2003A	2/19/2004	Burns & McDonnell	14,073.53	
2003A	1/30/2004	Burns & McDonnell	54,971.62	

EXHIBIT C TO THE TAX COMPLIANCE AGREEMENT

Missouri Development Finance Board
Infrastructure Facilities Revenue Bonds
(City of Branson, Missouri), Series 2011A

Project Expenditures of the Original Obligations

Series	Date	Vendor	Amount	Total
2003A	12/29/2003	Burns & McDonnell	9,365.15	
2003A	12/29/2003	Landscapes Awarded	36,135.63	
2003A	12/29/2003	Landscapes Awarded	12,899.56	
2003A	9/22/2003	Landscapes Awarded	25,198.98	
2003A	1/29/2003	Roberts & Associates	1,900.00	
2003A	4/5/2004	Berger Devine Yaeger	11,362.52	
2003A	12/29/2003	Berger Devine Yaeger	15,207.00	
2003A	2/19/2004	Berger Devine Yaeger	(32,096.50)	
2003A	12/29/2003	Berger Devine Yaeger	9,762.84	
2003A	12/29/2003	Berger Devine Yaeger	10,136.83	
2003A	12/29/2003	Berger Devine Yaeger	2,988.26	
2003A	4/5/2004	Berger Devine Yaeger	16,310.20	
2003A	4/5/2004	Berger Devine Yaeger	9,958.24	
2003A	1/30/2004	Berger Devine Yaeger	19,153.21	
2003A	1/30/2004	Berger Devine Yaeger	45,026.72	
2003A	7/19/2004	Berger Devine Yaeger	11,823.05	
2003A	7/19/2004	Berger Devine Yaeger	4,461.00	
2003A	9/22/2003	Berger Devine Yaeger	17,235.87	
2003A	9/22/2003	Berger Devine Yaeger	17,067.31	
2003A	5/19/2006	HCW Development Co - Turner	431,408.68	
2003A	4/5/2004	HCW Development Co - Wet Design	3,000.00	

EXHIBIT C TO THE TAX COMPLIANCE AGREEMENT

Missouri Development Finance Board
Infrastructure Facilities Revenue Bonds
(City of Branson, Missouri), Series 2011A

Project Expenditures of the Original Obligations

Series	Date	Vendor	Amount	Total
2003A	4/5/2004	HCW Development Co - Wet Design	866.59	
2003A	9/22/2003	HCW Development Co	18,000.00	
2003A	5/19/2006	HCW Development Co - Turner	40,200.42	
2003A	4/5/2004	E T Archer Corp	5,000.00	
2003A	7/19/2004	E T Archer Corp	6,283.37	
2003A	4/5/2004	E T Archer Corp	2,050.00	
2003A	12/29/2003	E T Archer Corp	1,434.51	
2003A	12/29/2003	E T Archer Corp	3,483.82	
2003A	1/30/2004	E T Archer Corp	3,481.67	
2003A	6/4/2004	Roberts & Associates	200.00	
2003A	12/29/2003	MO DNR	300.00	
2003A	7/25/2003	Crawford Architects	7,499.00	
2003A	3/20/2003	Branson Tri Lakes Daily News	426.00	
2003A	7/25/2003	Thompson Ventulett Stainaeck Inc	7,499.00	
2003A	5/20/2003	Crawford Architects	67,500.00	
2003A	5/20/2003	Thompson Ventulett Stainbeck Inc	67,500.00	
2003A	5/20/2003	Terracon, Inc.	37,701.18	
2003A	3/20/2003	Gerken	21,333.00	
2003A	12/29/2003	HCW Development Co	135,000.00	
2003A	9/22/2003	HCW Development Co	4,855.41	
2003A	4/5/2004	Branson Tri Lakes Daily News	37.00	

EXHIBIT C TO THE TAX COMPLIANCE AGREEMENT

Missouri Development Finance Board
Infrastructure Facilities Revenue Bonds
(City of Branson, Missouri), Series 2011A

Project Expenditures of the Original Obligations

Series	Date	Vendor	Amount	Total
2003A	5/20/2003	Branson Tri-Lakes Daily News	68.00	
2003A	9/22/2003	HCW Development Co	126.00	
2003A	4/5/2004	Dyna Prop	280.00	
2003A	4/5/2004	Sandra Williams	111.00	
2003A	7/19/2004	Benham Companies	32,134.80	
2003A	12/29/2003	Tri-Lakes Title Co	230,121.98	
2003A	4/5/2004	Branson Tri Lakes Daily News	100.00	
2003A	12/29/2003	Harrison & Company	9,303.50	
2003A	12/29/2003	Harrison & Company	862.50	
2003A	6/4/2004	HCW Development Co - TVS	2,337.28	
2003A	2/19/2004	HCW Development Co - TVS	63,454.88	
2003A	4/5/2004	HCW Development Co - Graf Int	7,500.00	
2003A	4/5/2004	HCW Development Co - TVS	45,801.00	
2003A	4/5/2004	HCW Development Co - TVS	997.90	
2003A	6/4/2004	HCW Development Co	7,500.00	
2003A	12/29/2003	Black & Veatch Corp	2,093.12	
2003A	1/29/2003	Convention, Sports & Leisure	17,416.88	
2003A	4/5/2004	Economics Research Associates	39,174.00	
2003A	12/29/2003	Roberts & Associates	1,800.00	
2003A	1/29/2003	Yung Design Group	4,595.00	
2003A	12/29/2003	Yung Design Group	18,733.00	

EXHIBIT C TO THE TAX COMPLIANCE AGREEMENT

Missouri Development Finance Board
Infrastructure Facilities Revenue Bonds
(City of Branson, Missouri), Series 2011A

Project Expenditures of the Original Obligations

Series	Date	Vendor	Amount	Total
2003A	2/19/2004	Terracon, Inc	(40,119.22)	
2003A	7/25/2003	HCW Development Co	1,348.00	
2003A	5/20/2003	MO DNR	253.40	
2003A	9/22/2003	HCW Development Co	8,500.00	
2003A	1/30/2004	HCW Development Co - Palmerton	3,830.55	
2003A	4/5/2004	HCW Development Co- Walter Moore	3,740.00	
2003A	5/19/2006	HCW Development Co - MO Dep. Of NR	864.40	
2003A	5/19/2006	HCW Development Co - Sunbelt	5,200.00	
2003A	5/19/2006	HCW Development Co - Sunbelt	390.00	
2003A	12/29/2003	Crawford Architects	6,108.52	
2003A	12/29/2003	CSG Advisors	1,605.47	
2003A	9/22/2003	HCW Development Co	5,521.24	
2003A	3/20/2003	Economics Research Associates	10,656.00	
2003A	9/22/2003	MO DNR	189.95	
2003A	12/29/2003	MO Dept of Natural Resources	5,000.00	
2003A	9/22/2003	Black & Veatch Corp	9,565.00	
2003A	9/22/2003	HCW Development Co	1,193.23	
2003A	2/19/2004	HCW Development Co - Graf Int.	1,507.50	
2003A	1/30/2004	HCW Development Co - Brown Means	2,538.00	
2003A	2/19/2004	HCW Development Co - Black/Veatch	11,400.57	
2003A	12/29/2003	HCW Development Co. - Black/Veatch	4,940.00	

EXHIBIT C TO THE TAX COMPLIANCE AGREEMENT

Missouri Development Finance Board
Infrastructure Facilities Revenue Bonds
(City of Branson, Missouri), Series 2011A

Project Expenditures of the Original Obligations

Series	Date	Vendor	Amount	Total
2003A	12/29/2003	HCW Development Co. - Black/Veatch	22,479.43	
2003A	4/5/2004	HCW Development Co - Tom Boyce Excavating	12,336.25	
2003A	4/5/2004	HCW Development Co - Husch & Eppenberger	4,660.98	
2003A	4/5/2004	HCW Development Co - Tom Boyce	5,250.00	
2003A	12/29/2003	HCW Development Co. - Berger	7,500.00	
2003A	12/29/2003	HCW Development Co. - Berger	10,825.00	
2003A	12/29/2003	HCW Development Co. - Berger	5,665.00	
2003A	12/29/2003	HCW Development Co. - Berger	11,088.00	
2003A	12/29/2003	HCW Development Co. - Berger	18,289.99	
2003A	12/29/2003	Dinan Real Estate Advisors	9,750.00	
2003A	4/5/2004	MO Petroleum Storage Tank Ins	500.00	
2003A	9/22/2003	Crawford Architects	4,063.59	
2003A	3/20/2003	HCW Development Co	7,500.00	
2003A	6/4/2004	Tri Lakes Escrow Aj3726	60,527.28	
2003A	9/22/2003	Branson Tri-Lakes Daily News	62.00	
2003A	1/30/2004	Terracon, Inc.	8,096.12	
2003A	4/5/2004	Tri-Lakes Title Co	300.00	
2003A	1/30/2004	Tri-Lakes Escrow	260,168.00	
2003A	5/20/2003	Branson Tri-Lakes Daily News	317.00	
2003A	9/22/2003	Thompson Ventulett Stainbeck Inc.	81,268.96	
2003A	9/22/2003	Thompson Ventulett Stainbeck Inc.	48,731.04	

EXHIBIT C TO THE TAX COMPLIANCE AGREEMENT

Missouri Development Finance Board
Infrastructure Facilities Revenue Bonds
(City of Branson, Missouri), Series 2011A

Project Expenditures of the Original Obligations

Series	Date	Vendor	Amount	Total
2003A	1/29/2003	Petty Cash	21.45	
2003A	1/30/2004	Convention, Sports & Leisure	2,584.75	
2003A	3/20/2003	Core	10,821.22	
2003A	1/29/2003	Core Program Development, Inc.	13,270.31	
2003A	1/29/2003	Devine Deflon Yaeger, Inc.	1,524.04	
2003A	1/29/2003	Gerken Environmental Ent.	3,481.20	
2003A	7/25/2003	Economics Research Associates	2,567.00	
2003A	5/20/2003	Core Program Development, Inc.	2,374.04	
2003A	5/20/2003	Core Program Development, Inc.	5,846.08	
2003A	7/25/2003	Core Program Development, Inc.	875.00	
2003A	9/22/2003	Roberts & Associates	1,900.00	
2003A	4/5/2004	MO DNR	643.00	
2003A	12/29/2003	Branson Tri Lakes Daily News	62.00	
2003A	7/25/2003	Branson Tri-Lakes Daily News	317.00	
2003A	7/25/2003	Branson Tri-Lakes Daily News	320.00	
2003A	6/4/2004	HCW Development Co	2,079.75	
2003A	2/19/2004	Taney Co Recorder of Deeds	232.00	
2003A	12/29/2003	Taney Co Recorder of Deeds	87.00	
2003A	5/19/2006	Minimum of Chk. 78823	(176,044.02)	
2003A	7/25/2003	Core Program Development, Inc.	(33.00)	
2003A	7/25/2003	Core Program Development, Inc.	(19.50)	

EXHIBIT C TO THE TAX COMPLIANCE AGREEMENT

Missouri Development Finance Board
Infrastructure Facilities Revenue Bonds
(City of Branson, Missouri), Series 2011A

Project Expenditures of the Original Obligations

Series	Date	Vendor	Amount	Total
2003A	12/29/2003	Thompson Ventulett Stainback	11,721.32	
2003A	4/5/2004	HCW Development Co	20,000.00	
2003A	9/22/2003	HCW Development Co	8,750.00	
2003A	4/5/2004	HCW Development Co - Graf Int.	7,500.00	
2003A	9/22/2003	Terracon, Inc	17,400.00	
2003A	1/30/2004	HCW Development Co - Palmerton	27,164.98	
2003A	6/4/2004	HCW Development Co - Thousand Hills	76.10	
2003A	4/5/2004	HCW Development Co - Walter Moore	1,870.00	
2003A	4/5/2004	HCW Development Co - Walter Moore	58.50	
2003A	4/5/2004	HCW Development Co - Walter Moore	384.00	
2003A	5/20/2003	HCW Development Co	15,000.00	
2003A	1/29/2003	Taney Co Title & Escrow	8,000.00	
2003A	12/29/2003	Tri-Lakes Title Co	225.00	
2003A	12/29/2003	Tri-Lakes Title Co	150.00	
2003A	12/29/2003	Tri-Lakes Escrow	780,341.09	
2003A	12/29/2003	Tri-Lakes Escrow	1,958.20	
2003A	7/19/2004	Sunbelt Environmental Services	15,110.40	
2003A	4/5/2004	MO DNR	199.56	
2003A	12/29/2003	MO DNR	1,646.19	
2003A	1/17/2008	Various	3,682.42	

EXHIBIT C TO THE TAX COMPLIANCE AGREEMENT

Missouri Development Finance Board
Infrastructure Facilities Revenue Bonds
(City of Branson, Missouri), Series 2011A

Project Expenditures of the Original Obligations

Series	Date	Vendor	Amount	Total
2003A	4/5/2004	Less: Auction Proceeds	(73,347.00)	
Total 2003A project expenditures:				**5,974,847.90**
Total Original Obligation project expenditures:				**$32,998,478.09**

EXHIBIT D

FORM OF ANNUAL COMPLIANCE CHECKLIST

ANNUAL BOND FINANCED ASSET COMPLIANCE CHECKLIST/QUESTIONNAIRE

Part I ***(Complete Prior to Giving to Reporting Party)***

Publicly owned property in the Branson Landing Development Financed or Refinanced by the Series 2003A Bonds ("Financed Assets"):	
Aggregate cost of Asset:	**$32,998,478.09**
Name of tax-exempt bonds ("Bonds") that refinanced the Asset:	**Missouri Development Finance Board $[Principal Amount] Infrastructure Facilities Revenue Bonds (City of Branson, Missouri) Series 2011A ("Series 2011A Bonds")**
Percentage of Asset financed by Bonds:	**23.34%**
Issue Date of Bonds:	**11/15/2011**
Placed in service date of Asset:	**N/A**
End of measurement period:	**Final Maturity Date Series 2011A Bonds**
Name of person completing checklist:	
Title:	
Email address:	
Telephone number:	
Period covered by request ("Annual Period"):	

This checklist is required by the City's Tax Compliance Policy and should be completed by the Bond Compliance Officer for each annual period beginning 11/15/2011, the Issue Date of the Series 2011A Bonds. The Series 2011A Bonds refinanced Bonds and Notes that originally financed the acquisition of land and preliminary planning and site development for the Branson Landing. In general, except for property leased under the Branson Landing Master Lease, the Financed Assets should not be used in any other private business use. In addition the amount the City can receive as rent payments under the Branson Landing Master Lease is limited. The following questions are designed to identify situations that may warrant further investigation or input from Bond Counsel. Each completed checklist and any opinions or other written correspondence resolving issues raised by the checklist should be retained in the Tax-Exempt Bond File for the Series 2011A Bonds.

Part II ***(Completed by Reporting Party)***

Item	Question	Response
1 Ownership	Other than property leased under the Branson Landing Master Lease ("Master Lease") were all Financed Assets owned by the City during the entire Annual Period?	☐ Yes ☐ No
	If No: Was the Financed Asset sold or otherwise disposed of solely because it was determined that the property was inadequate, obsolete or worn out?	☐ Yes ☐ No
	If both questions answered "No" consult with Bond Counsel.	
2 Leases	Other than property leased under the Master Lease, during the Annual Period was any Financed Asset leased at any time pursuant to an agreement for more than 50 days to any corporation, association, firm, or other entity? (*Do Not Include Qualified Use Agreements – See Item 3.*)	☐ Yes ☐ No
	If Yes consult with Bond Counsel	
	Did rent paid to the City under the Master Lease exceed $450,000 during the year?	☐ Yes ☐ No
	If Yes consult with Bond Counsel	
3 Qualified Use Agreements	Other than property leased under the Master Lease, during the Annual Period, was any Financed Asset leased or reserved for use by individuals or businesses pursuant to a "rate scale" use agreement (*e.g.*, quarterly parking permits) that the City believes is a Qualified Use Agreement? (See definitions in Tax Compliance Agreeement.)	☐ Yes ☐ No
	If Yes: Attach the current form of the agreement and any correspondence with Bond Counsel or City Legal Counsel used to determine that the agreement is a Qualified Use Agreement. (Note: do not attach agreements or correspondence if identical to matters included in a prior checklist.)	
4 Management or Service Agreements	Other than property leased under the Master Lease, during the Annual Period, has the management of all or any part of the operations of the Financed Assets been assumed by or transferred to another entity?	☐ Yes ☐ No

Item	Question	Response
	If Yes: Attach a copy of the agreement(s) and Opinion of Bond Counsel. (Note: do not attach agreement or correspondence if identical to matters included in a prior checklist.)	

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5 **Other**	Was any other agreement entered into with an individual or entity (other than a Qualified User) that grants special legal rights to the Financed Asset?	☐ Yes ☐ No
	If Yes consult with Bond Counsel	

Signature of Bond Compliance Officer:

_____

Printed Name:
Title:
Date Completed:

EXHIBIT E

ALLOCATION OF SERIES 2003A BONDS

[See Spreadsheet]

Missouri Development Finance Board
Infrastructure Facilities Bonds
EXHIBIT E

ALLOCATION OF SOURCES & USES

SOURCES	Current Refunding Portion	Advance Refunding Portion	Total Bonds	Bond Fund	Capitalized Interest	Prior Reserve	Total
Par	35,725,000.00	20,565,000.00	56,290,000.00	699,178.00	1,052,079.07	3,023,375.64	61,064,632.71
Plus OIP (less OID)	(401,255.50)	271,857.15	(129,398.35)				(129,398.35)
Sale Proceeds	35,323,744.50	20,836,857.15	56,160,601.65	699,178.00	1,052,079.07	3,023,375.64	60,935,234.36
Accrued Interest	-	-	-				-
Total Sources	35,323,744.50	20,836,857.15	56,160,601.65	699,178.00	1,052,079.07	3,023,375.64	60,935,234.36
Percentage	63.47%	36.53%	100.00%				
USES							
22 Accrued interest	-	-	-				-
Bond issuance Costs							-
Underwriting Fee	355,399.03	204,584.50	559,983.53	-	-	-	559,983.53
Other Costs	231,106.90	137,731.80	368,838.70	-	-		368,838.70
24 Total Issuance Costs	586,505.93	342,316.30	928,822.23	-	-	-	928,822.23
25 Credit Enhancement Fees	-	-	-	-	-	-	-
26 Reserve Fund	1,318,088.45	-	1,318,088.45	-	-	3,023,375.64	4,341,464.09
27 Current Refunding	33,419,150.12	-	33,419,150.12		1,052,079.07		34,471,229.19
28 Advance Refunding	-	20,494,540.85	20,494,540.85	699,178.00	-		21,193,718.85
29 Subtotal	35,323,744.50	20,836,857.15	56,160,601.65	699,178.00	1,052,079.07	3,023,375.64	60,935,234.36
30 Nonrefunding proceeds	(0.00)	0.00	-	-	-	-	-
Total Uses	35,323,744.50	20,836,857.15	56,160,601.65	699,178.00	1,052,079.07	3,023,375.64	60,935,234.36

EXHIBIT E

Missouri Development Finance Board

Infrastructure Facilities Bonds, (City of Branson, MO), Series 2003A

Allocation of Series 2003A

					Allocation of Sale Proceeds							
						17,758,307		3,078,550	20,836,857	35,323,745	-	35,323,745
					Allocation of Principal							
						17,690,000		2,875,000	20,565,000	35,725,000	-	35,725,000
					Advance Refunding					**Current Refunding/ New Money**		
Series 2003A Payment Date	**Refunded Bond Annual Debt Service**	**Series 2003A Debt Service Allocated to Refunding**	**Savings (Loss)**	**Ratio of New DS to Prior DS**	**Group1 Coupon**	**Group 1 Principal**	**Group 2 Coupon**	**Group 2 Principal**	**Total Principal**	**Group 1 Principal**	**Group 2 Principal**	**Total Principal**
1/22/2003												
6/1/2003	-	-	-			-		-	-	-	-	-
12/1/2003	4,517,508	4,123,217	394,291	0.913	3.000%	3,450,000		-	3,450,000	-	-	-
6/1/2004	-	-	-			-		-	-	-	-	-
12/1/2004	4,700,868	4,240,830	460,038	0.902	4.000%	3,560,000		-	3,560,000	-	-	-
6/1/2005	-	-	-			-		-	-	-	-	-
12/1/2005	4,879,983	4,413,430	466,553	0.904	2.250%	1,000,000	5.000%	2,875,000	3,875,000	-	-	-
6/1/2006	-	-	-			-		-	-	-	-	-
12/1/2006	1,394,033	1,422,180	(28,148)	1.020	2.500%	1,050,000		-	1,050,000	-	-	-
6/1/2007	-	-	-			-		-	-	-	-	-
12/1/2007	1,388,008	1,415,930	(27,923)	1.020	3.000%	1,070,000		-	1,070,000	-	-	-
6/1/2008	-	-	-			-		-	-	-	-	-
12/1/2008	1,389,193	1,413,830	(24,638)	1.018	3.300%	1,100,000		-	1,100,000	-	-	-
6/1/2009	-	-	-			-		-	-	-	-	-
12/1/2009	1,392,128	1,417,530	(25,403)	1.018	3.700%	1,140,000		-	1,140,000	-	-	-
6/1/2010	-	-	-			-		-	-	-	-	-
12/1/2010	1,391,063	1,420,350	(29,288)	1.021	4.000%	1,185,000		-	1,185,000	-	-	-
6/1/2011	-	-	-			-		-	-	-	-	-
12/1/2011	1,391,000	1,417,950	(26,950)	1.019	4.200%	1,230,000		-	1,230,000	-	-	-
6/1/2012	-	-	-			-		-	-	-	-	-
12/1/2012	1,387,313	1,416,290	(28,978)	1.021	4.300%	1,280,000		-	1,280,000	-	-	-
6/1/2013	-	-	-			-		-	-	-	-	-
12/1/2013	-	1,181,250	(1,181,250)		5.000%	1,100,000		-	1,100,000	-	-	-
6/1/2014	-	-	-			-		-	-	-	-	-
12/1/2014	-	551,250	(551,250)		5.000%	525,000		-	525,000	635,000	-	635,000
6/1/2015	-	-	-			-		-	-	-	-	-
12/1/2015	-	-	-		5.000%	-		-	-	1,215,000	-	1,215,000
6/1/2016	-	-	-			-		-	-	-	-	-
12/1/2016	-	-	-		5.000%	-		-	-	1,275,000	-	1,275,000
6/1/2017	-	-	-			-		-	-	-	-	-
12/1/2017	-	-	-		5.000%	-		-	-	1,340,000	-	1,340,000
6/1/2018	-	-	-			-		-	-	-	-	-
12/1/2018	-	-	-		5.375%	-		-	-	1,405,000	-	1,405,000
6/1/2019	-	-	-			-		-	-	-	-	-
12/1/2019	-	-	-		5.375%	-		-	-	1,480,000	-	1,480,000

Allocation of Series 2003A

Series 2003A Payment Date	Refunded Bond Annual Debt Service	Series 2003A Debt Service Allocated to Refunding	Savings (Loss)	Ratio of New DS to Prior DS	Group1 Coupon	Group 1 Principal	Group 2 Coupon	Group 2 Principal	Total Principal	Group 1 Principal	Group 2 Principal	Total Principal
					Allocation of Sale Proceeds							
						17,758,307		3,078,550	20,836,857	35,323,745	-	35,323,745
					Allocation of Principal							
						17,690,000		2,875,000	20,565,000	35,725,000	-	35,725,000
					Advance Refunding					Current Refunding/ New Money		
6/1/2020	-	-	-			-		-	-	-	-	-
12/1/2020	-	-	-		5.375%	-		-	-	1,560,000	-	1,560,000
6/1/2021	-	-	-			-		-	-	-	-	-
12/1/2021	-	-	-		5.375%	-		-	-	1,645,000	-	1,645,000
6/1/2022	-	-	-			-		-	-	-	-	-
12/1/2022	-	-	-		5.375%	-		-	-	1,735,000	-	1,735,000
6/1/2023	-	-	-			-		-	-	-	-	-
12/1/2023	-	-	-		5.375%	-		-	-	1,830,000	-	1,830,000
6/1/2024	-	-	-			-		-	-	-	-	-
12/1/2024	-	-	-		5.375%	-		-	-	1,925,000	-	1,925,000
6/1/2025	-	-	-			-		-	-	-	-	-
12/1/2025	-	-	-		5.375%	-		-	-	2,030,000	-	2,030,000
6/1/2026	-	-	-			-		-	-	-	-	-
12/1/2026	-	-	-		5.375%	-		-	-	2,140,000	-	2,140,000
6/1/2027	-	-	-			-		-	-	-	-	-
12/1/2027	-	-	-		5.375%	-		-	-	2,255,000	-	2,255,000
6/1/2028	-	-	-			-		-	-	-	-	-
12/1/2028	-	-	-		5.500%	-		-	-	2,375,000	-	2,375,000
6/1/2029	-	-	-			-		-	-	-	-	-
12/1/2029	-	-	-		5.500%	-		-	-	2,505,000	-	2,505,000
6/1/2030	-	-	-			-		-	-	-	-	-
12/1/2030	-	-	-		5.500%	-		-	-	2,645,000	-	2,645,000
6/1/2031	-	-	-			-		-	-	-	-	-
12/1/2031	-	-	-		5.500%	-		-	-	2,790,000	-	2,790,000
6/1/2032	-	-	-			-		-	-	-	-	-
12/1/2032	-	-	-		5.500%	-		-	-	2,940,000	-	2,940,000
Total	23,831,093	24,434,037	(602,944)			17,690,000		2,875,000	20,565,000	35,725,000	0	35,725,000

Missouri Development Finance Board

Infrastructure Facilities Bonds, (City of Branson, MO), Series 2003A

Series 2003A Bonds Allocated to Refund Series 1995, 1996 and 1997 Bonds

Payment Date	Coupon Group 1	Coupon Group2	Principal Allocated to Refunding Group 1	Principal Allocated to Refunding Group 2	Principal Allocated to Refunding Total	Semiannual Interest Group 1	Semiannual Interest Group 2	Semiannual Interest Total	Semiannual Debt Service	Annual Debt Service
1/22/2003										
6/1/2003			0	0	0	229,541.17	51,510.42	281,051.59	281,051.59	0.00
12/1/2003	3.000%		3,450,000	0	3,450,000	320,290.00	71,875.00	392,165.00	3,842,165.00	4,123,216.59
6/1/2004			0	0	0	268,540.00	71,875.00	340,415.00	340,415.00	0.00
12/1/2004	4.000%		3,560,000	0	3,560,000	268,540.00	71,875.00	340,415.00	3,900,415.00	4,240,830.00
6/1/2005			0	0	0	197,340.00	71,875.00	269,215.00	269,215.00	0.00
12/1/2005	2.250%	5.000%	1,000,000	2,875,000	3,875,000	197,340.00	71,875.00	269,215.00	4,144,215.00	4,413,430.00
6/1/2006			0	0	0	186,090.00	0.00	186,090.00	186,090.00	0.00
12/1/2006	2.500%		1,050,000	0	1,050,000	186,090.00	0.00	186,090.00	1,236,090.00	1,422,180.00
6/1/2007			0	0	0	172,965.00	0.00	172,965.00	172,965.00	0.00
12/1/2007	3.000%		1,070,000	0	1,070,000	172,965.00	0.00	172,965.00	1,242,965.00	1,415,930.00
6/1/2008			0	0	0	156,915.00	0.00	156,915.00	156,915.00	0.00
12/1/2008	3.300%		1,100,000	0	1,100,000	156,915.00	0.00	156,915.00	1,256,915.00	1,413,830.00
6/1/2009			0	0	0	138,765.00	0.00	138,765.00	138,765.00	0.00
12/1/2009	3.700%		1,140,000	0	1,140,000	138,765.00	0.00	138,765.00	1,278,765.00	1,417,530.00
6/1/2010			0	0	0	117,675.00	0.00	117,675.00	117,675.00	0.00
12/1/2010	4.000%		1,185,000	0	1,185,000	117,675.00	0.00	117,675.00	1,302,675.00	1,420,350.00
6/1/2011			0	0	0	93,975.00	0.00	93,975.00	93,975.00	0.00
12/1/2011	4.200%		1,230,000	0	1,230,000	93,975.00	0.00	93,975.00	1,323,975.00	1,417,950.00
6/1/2012			0	0	0	68,145.00	0.00	68,145.00	68,145.00	0.00
12/1/2012	4.300%		1,280,000	0	1,280,000	68,145.00	0.00	68,145.00	1,348,145.00	1,416,290.00
6/1/2013			0	0	0	40,625.00	0.00	40,625.00	40,625.00	0.00
12/1/2013	5.000%		1,100,000	0	1,100,000	40,625.00	0.00	40,625.00	1,140,625.00	1,181,250.00
6/1/2014			0	0	0	13,125.00	0.00	13,125.00	13,125.00	0.00
12/1/2014	5.000%		525,000	0	525,000	13,125.00	0.00	13,125.00	538,125.00	551,250.00
6/1/2015			0	0	0	0.00	0.00	0.00	0.00	0.00
12/1/2015	5.000%		0	0	0	0.00	0.00	0.00	0.00	0.00
6/1/2016			0	0	0	0.00	0.00	0.00	0.00	0.00
12/1/2016	5.000%		0	0	0	0.00	0.00	0.00	0.00	0.00
6/1/2017			0	0	0	0.00	0.00	0.00	0.00	0.00
12/1/2017	5.000%		0	0	0	0.00	0.00	0.00	0.00	0.00
6/1/2018			0	0	0	0.00	0.00	0.00	0.00	0.00
12/1/2018	5.375%		0	0	0	0.00	0.00	0.00	0.00	0.00
6/1/2019			0	0	0	0.00	0.00	0.00	0.00	0.00
12/1/2019	5.375%		0	0	0	0.00	0.00	0.00	0.00	0.00
6/1/2020			0	0	0	0.00	0.00	0.00	0.00	0.00

Series 2003A Bonds Allocated to Refund Series 1995, 1996 and 1997 Bonds

Payment Date	Coupon Group 1	Coupon Group2	Principal Allocated to Refunding Group 1	Principal Allocated to Refunding Group 2	Principal Allocated to Refunding Total	Semiannual Interest Group 1	Semiannual Interest Group 2	Semiannual Interest Total	Semiannual Debt Service	Annual Debt Service
12/1/2020	5.375%		0	0	0	0.00	0.00	0.00	0.00	0.00
6/1/2021			0	0	0	0.00	0.00	0.00	0.00	0.00
12/1/2021	5.375%		0	0	0	0.00	0.00	0.00	0.00	0.00
6/1/2022			0	0	0	0.00	0.00	0.00	0.00	0.00
12/1/2022	5.375%		0	0	0	0.00	0.00	0.00	0.00	0.00
6/1/2023			0	0	0	0.00	0.00	0.00	0.00	0.00
12/1/2023	5.375%		0	0	0	0.00	0.00	0.00	0.00	0.00
6/1/2024			0	0	0	0.00	0.00	0.00	0.00	0.00
12/1/2024	5.375%		0	0	0	0.00	0.00	0.00	0.00	0.00
6/1/2025			0	0	0	0.00	0.00	0.00	0.00	0.00
12/1/2025	5.375%		0	0	0	0.00	0.00	0.00	0.00	0.00
6/1/2026			0	0	0	0.00	0.00	0.00	0.00	0.00
12/1/2026	5.375%		0	0	0	0.00	0.00	0.00	0.00	0.00
6/1/2027			0	0	0	0.00	0.00	0.00	0.00	0.00
12/1/2027	5.375%		0	0	0	0.00	0.00	0.00	0.00	0.00
6/1/2028			0	0	0	0.00	0.00	0.00	0.00	0.00
12/1/2028	5.500%		0	0	0	0.00	0.00	0.00	0.00	0.00
6/1/2029			0	0	0	0.00	0.00	0.00	0.00	0.00
12/1/2029	5.500%		0	0	0	0.00	0.00	0.00	0.00	0.00
6/1/2030			0	0	0	0.00	0.00	0.00	0.00	0.00
12/1/2030	5.500%		0	0	0	0.00	0.00	0.00	0.00	0.00
6/1/2031			0	0	0	0.00	0.00	0.00	0.00	0.00
12/1/2031	5.500%		0	0	0	0.00	0.00	0.00	0.00	0.00
6/1/2032			0	0	0	0.00	0.00	0.00	0.00	0.00
12/1/2032	5.500%		0	0	0	0.00	0.00	0.00	0.00	0.00
			17,690,000	2,875,000	20,565,000	3,458,151.17	410,885.42	3,869,036.59	24,434,036.59	24,434,036.59

Missouri Development Finance Board

Infrastructure Facilities Bonds, (City of Branson, MO), Series 2003A

Series 2003A Bonds Allocated to Refund 1995, 1996 and 1997 Bonds

Issue Price ($/$100)		Proceeds			Days	Issue-Price Bond Years		
Group 1	Group 2	Group 1	Group 2	Total	1/22/2003	[Group 1]	[Group 2]	Total
		0.00	0.00	0.00	129	0.000	0.000	0.000
101.085		3,487,432.50	0.00	3,487,432.50	309	2,993.380	0.000	2,993.380
		0.00	0.00	0.00	489	0.000	0.000	0.000
103.257		3,675,949.20	0.00	3,675,949.20	669	6,831.139	0.000	6,831.139
		0.00	0.00	0.00	849	0.000	0.000	0.000
99.531	107.080	995,310.00	3,078,550.00	4,073,860.00	1,029	2,844.928	8,799.522	11,644.450
		0.00	0.00	0.00	1,209	0.000	0.000	0.000
99.378		1,043,469.00	0.00	1,043,469.00	1,389	4,026.051	0.000	4,026.051
		0.00	0.00	0.00	1,569	0.000	0.000	0.000
99.773		1,067,571.10	0.00	1,067,571.10	1,749	5,186.616	0.000	5,186.616
		0.00	0.00	0.00	1,929	0.000	0.000	0.000
99.102		1,090,122.00	0.00	1,090,122.00	2,109	6,386.298	0.000	6,386.298
		0.00	0.00	0.00	2,289	0.000	0.000	0.000
99.099		1,129,728.60	0.00	1,129,728.60	2,469	7,748.055	0.000	7,748.055
		0.00	0.00	0.00	2,649	0.000	0.000	0.000
99.131		1,174,702.35	0.00	1,174,702.35	2,829	9,231.203	0.000	9,231.203
		0.00	0.00	0.00	3,009	0.000	0.000	0.000
98.902		1,216,494.60	0.00	1,216,494.60	3,189	10,776.115	0.000	10,776.115
		0.00	0.00	0.00	3,369	0.000	0.000	0.000
98.651		1,262,732.80	0.00	1,262,732.80	3,549	12,448.441	0.000	12,448.441
		0.00	0.00	0.00	3,729	0.000	0.000	0.000
99.372		1,093,092.00	0.00	1,093,092.00	3,909	11,869.157	0.000	11,869.157
		0.00	0.00	0.00	4,089	0.000	0.000	0.000
99.372		521,703.00	0.00	521,703.00	4,269	6,186.528	0.000	6,186.528
		0.00	0.00	0.00	4,449	0.000	0.000	0.000
99.372		0.00	0.00	0.00	4,629	0.000	0.000	0.000
		0.00	0.00	0.00	4,809	0.000	0.000	0.000
99.372		0.00	0.00	0.00	4,989	0.000	0.000	0.000
		0.00	0.00	0.00	5,169	0.000	0.000	0.000
99.372		0.00	0.00	0.00	5,349	0.000	0.000	0.000
		0.00	0.00	0.00	5,529	0.000	0.000	0.000
99.089		0.00	0.00	0.00	5,709	0.000	0.000	0.000
		0.00	0.00	0.00	5,889	0.000	0.000	0.000
99.089		0.00	0.00	0.00	6,069	0.000	0.000	0.000
		0.00	0.00	0.00	6,249	0.000	0.000	0.000

Series 2003A Bonds Allocated to Refund 1995, 1996 and 1997 Bonds

Issue Price ($/$100) Group 1	Group 2	Proceeds Group 1	Group 2	Total	Days 1/22/2003	Issue-Price Bond Years [Group 1]	[Group 2]	Total
99.089		0.00	0.00	0.00	6,429	0.000	0.000	0.000
		0.00	0.00	0.00	6,609	0.000	0.000	0.000
99.089		0.00	0.00	0.00	6,789	0.000	0.000	0.000
		0.00	0.00	0.00	6,969	0.000	0.000	0.000
99.089		0.00	0.00	0.00	7,149	0.000	0.000	0.000
		0.00	0.00	0.00	7,329	0.000	0.000	0.000
98.176		0.00	0.00	0.00	7,509	0.000	0.000	0.000
		0.00	0.00	0.00	7,689	0.000	0.000	0.000
98.176		0.00	0.00	0.00	7,869	0.000	0.000	0.000
		0.00	0.00	0.00	8,049	0.000	0.000	0.000
98.176		0.00	0.00	0.00	8,229	0.000	0.000	0.000
		0.00	0.00	0.00	8,409	0.000	0.000	0.000
98.176		0.00	0.00	0.00	8,589	0.000	0.000	0.000
		0.00	0.00	0.00	8,769	0.000	0.000	0.000
98.176		0.00	0.00	0.00	8,949	0.000	0.000	0.000
		0.00	0.00	0.00	9,129	0.000	0.000	0.000
99.123		0.00	0.00	0.00	9,309	0.000	0.000	0.000
		0.00	0.00	0.00	9,489	0.000	0.000	0.000
99.123		0.00	0.00	0.00	9,669	0.000	0.000	0.000
		0.00	0.00	0.00	9,849	0.000	0.000	0.000
99.123		0.00	0.00	0.00	10,029	0.000	0.000	0.000
		0.00	0.00	0.00	10,209	0.000	0.000	0.000
99.123		0.00	0.00	0.00	10,389	0.000	0.000	0.000
		0.00	0.00	0.00	10,569	0.000	0.000	0.000
99.123		0.00	0.00	0.00	10,749	0.000	0.000	0.000
		17,758,307.15	3,078,550.00	20,836,857.15		86,527.911	8,799.522	95,327.433
Less principal amount:		(17,690,000.00)	(2,875,000.00)	(20,565,000.00)				
Original issue discount/premium		68,307.15	203,550.00	271,857.15				

EXHIBIT F

BRANSON LANDING MASTER LEASE RECEIPTS

[See Spreadsheet]

EXHIBIT F TO THE TAX COMPLIANCE AGREEMENT

Missouri Development Finance Board
Infrastructure Facilities Revenue Bonds
(City of Branson, Missouri), Series 2011A

Branson Landing Master Lease Receipts

Summary of Private Payments			
Series	**10% of Debt Service Payments**	**Present Value of Expected Private Payments**	**Difference**
2003A*	$5,293,408.75	143,232.33	$5,150,176.42
2004A	3,462,943.97	677,692.72	2,785,251.24
2005A	6,852,607.37	2,662,399.75	4,190,207.62
2011A	3,347,687.20	1,411,018.00	1,936,669.20

*2003A Current Refunding Portion Only

Allocation of Rent Payment			
Series	**Project Costs**	**Percentage**	**Allocable Portion**
2003A/2011A**	$32,998,478.09	23.34%	$105,041.66
2004A	23,524,832.62	16.64%	74,884.89
2004 City Equity	17,425,426.07	12.33%	55,469.09
2005A	67,417,222.46	47.69%	214,604.35
Total	141,365,959.24	100.00%	450,000.00

Total Rent Payment (per year, commencing 1/1/2010) $450,000.00

**Includes project expenditures from the 2001A, 2001B, 2002A, 2002B, and 2003A issues.

EXHIBIT F TO THE TAX COMPLIANCE AGREEMENT

Missouri Development Finance Board
Infrastructure Facilities Revenue Bonds
(City of Branson, Missouri), Series 2003A

2003A Present Value of Rent Payments

Discount Rate (2003A Bond Yield):	**5.21856%**
Issue Date of 2003A Bonds:	**1/22/2003**

Date	Rent Payment	Days From 1/22/2003	Present Value Factor	Present Value to 1/22/2003 at 5.21856%
1/1/2010	105,041.66	2499	0.69934594	73,460.46
1/1/2011	105,041.66	2859	0.66423042	69,771.87
	$210,083.32		Present Value:	$143,232.33

2003A Debt Service Payments	54,653,431.40
2003A Original Issue Discount	(401,255.50)
2003A Reserve Fund	(1,318,088.45)
Total	52,934,087.45
Target Amount (10%)	**$5,293,408.75**

EXHIBIT F TO THE TAX COMPLIANCE AGREEMENT

Missouri Development Finance Board
Infrastructure Facilities Revenue Bonds
(City of Branson, Missouri), Series 2004A

2004A Present Value of Rent Payments

Discount Rate (2004A Bond Yield):	**5.47204%**
Issue Date of 2004A Bonds:	**6/16/2004**

Date	Rent Payment	Days From 6/16/2004	Present Value Factor	Present Value to 6/16/2004 at 5.47204%
1/1/2010	74,884.89	1995	0.74143473	55,522.26
1/1/2011	74,884.89	2355	0.70246945	52,604.35
1/1/2012	74,884.89	2715	0.66555194	49,839.79
1/1/2013	74,884.89	3075	0.63057459	47,220.51
1/1/2014	74,884.89	3435	0.59743544	44,738.89
1/1/2015	74,884.89	3795	0.56603788	42,387.69
1/1/2016	74,884.89	4155	0.53629038	40,160.05
1/1/2017	74,884.89	4515	0.50810623	38,049.48
1/1/2018	74,884.89	4875	0.48140326	36,049.83
1/1/2019	74,884.89	5235	0.45610365	34,155.27
1/1/2020	74,884.89	5595	0.43213362	32,360.28
1/1/2021	74,884.89	5955	0.40942332	30,659.62
1/1/2022	74,884.89	6315	0.38790652	29,048.34
1/1/2023	74,884.89	6675	0.36752052	27,521.73
1/1/2024	74,884.89	7035	0.34820589	26,075.36
1/1/2025	74,884.89	7395	0.32990631	24,705.00
1/1/2026	74,884.89	7755	0.31256845	23,406.65
1/1/2027	74,884.89	8115	0.29614176	22,176.54
1/1/2028	74,884.89	8475	0.28057835	21,011.08
	$1,422,812.96		Present Value:	$677,692.72

Par Amount	40,000,000.00
Original Issue Discount	(502,316.70)
Reserve Fund	(2,880,683.67)
Capitalized Interest Fund	(1,987,559.96)
Total	34,629,439.67
Target Amount (10%)	**$3,462,943.97**

EXHIBIT F TO THE TAX COMPLIANCE AGREEMENT

Missouri Development Finance Board
Infrastructure Facilities Revenue Bonds
(City of Branson, Missouri), Series 2005A

2005A Present Value of Rent Payments

Discount Rate (2005A Bond Yield):	**4.83991%**
Issue Date of 2005A Bonds:	**9/13/2005**

Date	Rent Payment	Days From 9/13/2005	Present Value Factor	Present Value to 9/13/2005 at 4.83991%
1/1/2010	214,604.35	1548	0.81412801	174,715.41
1/1/2011	214,604.35	1908	0.77611050	166,556.69
1/1/2012	214,604.35	2268	0.73986829	158,778.96
1/1/2013	214,604.35	2628	0.70531850	151,364.42
1/1/2014	214,604.35	2988	0.67238209	144,296.12
1/1/2015	214,604.35	3348	0.64098372	137,557.90
1/1/2016	214,604.35	3708	0.61105156	131,134.32
1/1/2017	214,604.35	4068	0.58251715	125,010.72
1/1/2018	214,604.35	4428	0.55531522	119,173.06
1/1/2019	214,604.35	4788	0.52938354	113,608.01
1/1/2020	214,604.35	5148	0.50466280	108,302.83
1/1/2021	214,604.35	5508	0.48109645	103,245.39
1/1/2022	214,604.35	5868	0.45863059	98,424.12
1/1/2023	214,604.35	6228	0.43721381	93,827.99
1/1/2024	214,604.35	6588	0.41679714	89,446.48
1/1/2025	214,604.35	6948	0.39733388	85,269.58
1/1/2026	214,604.35	7308	0.37877949	81,287.73
1/1/2027	214,604.35	7668	0.36109154	77,491.82
1/1/2028	214,604.35	8028	0.34422957	73,873.16
1/1/2029	214,604.35	8388	0.32815501	70,423.49
1/1/2030	214,604.35	8748	0.31283108	67,134.91
1/1/2031	214,604.35	9108	0.29822274	63,999.90
1/1/2032	214,604.35	9468	0.28429657	61,011.28
1/1/2033	214,604.35	9828	0.27102071	58,162.22
1/1/2034	214,604.35	10188	0.25836479	55,446.21
1/1/2035	214,604.35	10548	0.24629988	52,857.03
	$5,579,713.16		Present Value:	$2,662,399.75

Par Amount	80,000,000.00
Original Issue Discount	(128,735.55)
Original Issue Premium	2,213,881.40
Reserve Fund	(7,078,438.31)
Capitalized Interest Fund	(6,480,633.83)
Total	68,526,073.71
Target Amount (10%)	**$6,852,607.37**

EXHIBIT F TO THE TAX COMPLIANCE AGREEMENT

Missouri Development Finance Board
Infrastructure Facilities Revenue Bonds
(City of Branson, Missouri), Series 2011A

2011A Present Value of Rent Payments

Discount Rate (2011A Bond Yield):	**4.52860%**
Issue Date of 2011A Bonds:	**11/15/2011**

Date	Rent Payment	Days From 11/15/2011	Present Value Factor	Present Value to 11/15/2011 at 4.52860%
1/1/2012	105,041.66	46	0.99429433	104,442.33
1/1/2013	105,041.66	406	0.95075116	99,868.48
1/1/2014	105,041.66	766	0.90911488	95,494.94
1/1/2015	105,041.66	1126	0.86930197	91,312.92
1/1/2016	105,041.66	1486	0.83123260	87,314.05
1/1/2017	105,041.66	1846	0.79483039	83,490.30
1/1/2018	105,041.66	2206	0.76002235	79,834.01
1/1/2019	105,041.66	2566	0.72673866	76,337.84
1/1/2020	105,041.66	2926	0.69491257	72,994.77
1/1/2021	105,041.66	3286	0.66448023	69,798.11
1/1/2022	105,041.66	3646	0.63538062	66,741.44
1/1/2023	105,041.66	4006	0.60755537	63,818.63
1/1/2024	105,041.66	4366	0.58094868	61,023.81
1/1/2025	105,041.66	4726	0.55550717	58,351.40
1/1/2026	105,041.66	5086	0.53117982	55,796.01
1/1/2027	105,041.66	5446	0.50791784	53,352.53
1/1/2028	105,041.66	5806	0.48567457	51,016.06
1/1/2029	105,041.66	6166	0.46440541	48,781.92
1/1/2030	105,041.66	6526	0.44406768	46,645.61
1/1/2031	105,041.66	6886	0.42462061	44,602.85
	$2,100,833.22		Present Value:	$1,411,018.00

Par Amount	35,810,000.00
Original Issue Discount	(77,659.50)
Total	35,732,340.50
10% of Proceeds	$3,573,234.05
Less: 2003A Private Payments	(225,546.85)
Target Amount	**$3,347,687.20**

Future Value of 2003A Private Payments	
2003A Private Payments as of the 2003A Issue Date (1/22/2003)	143,232.33
Days Between 2003A Issue Date and 2011A Issue Date (11/15/2011)	3,173
2003A Bond Yield	5.218563%
Future Value Factor (Using 2003A Bond Yield)	1.57469236
2003A Private Payments Future Valued to the 2011A Issue Date	225,546.85

CONTINUING DISCLOSURE AGREEMENT

Dated as of November 15, 2011

Between

CITY OF BRANSON, MISSOURI

And

COMMERCE BANK

$35,810,000 **Missouri Development Finance Board** **Infrastructure Facilities Revenue Bonds** **(City of Branson, Missouri)** **Series 2011A**	**$2,115,000** **Missouri Development Finance Board** **Taxable Infrastructure Facilities Revenue Bonds** **(City of Branson, Missouri)** **Series 2011B**

CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** dated as of November 15, 2011 (the **"Continuing Disclosure Agreement"**), is executed and delivered by **CITY OF BRANSON, MISSOURI** (the **"City"**) and **COMMERCE BANK**, as dissemination agent (the **"Dissemination Agent"**).

RECITALS

1. This Continuing Disclosure Agreement is executed and delivered in connection with the **$35,810,000 Infrastructure Facilities Revenue Bonds (City of Branson, Missouri) Series 2011A** and **$2,115,000 Taxable Infrastructure Facilities Revenue Bonds (City of Branson, Missouri) Series 2011B** (the **"Bonds"**), being issued by the Missouri Development Finance Board (the "Board"). The Bonds are being issued pursuant to a Bond Trust Indenture dated as of November 15, 2011 (the "Indenture"), between the Board and Commerce Bank, as Trustee (the "Trustee").

2. The City and the Dissemination Agent are entering into this Continuing Disclosure Agreement for the benefit of the holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission (the **"Rule"**). The City is the only **"obligated person"** with responsibility for continuing disclosure hereunder.

In consideration of the mutual covenants and agreements herein, the City and the Dissemination Agent covenant and agree as follows:

Section 1. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Continuing Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" means any Annual Report provided by the City pursuant to, and as described in, **Section 2** of this Continuing Disclosure Agreement.

"Beneficial Owner" means any registered owner of any Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Dissemination Agent" means Commerce Bank, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the City.

"EMMA" means the Electronic Municipal Market Access system for municipal securities disclosures operated by the MSRB, which can be accessed at www.emma.msrb.org.

"Material Events" means any of the events listed in **Section 3(a)** of this Continuing Disclosure Agreement.

"**MSRB"** means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

"Participating Underwriter" means any of the original underwriter(s) of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 2. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than **180** days after the end of the City's fiscal year, commencing with the year ending December 31, 2011, provide to the MSRB, via EMMA, the following financial information and operating data (the "**Annual Report**"):

(1) The audited financial statements of the City for the prior fiscal year, prepared in accordance with generally accepted accounting principles. If audited financial statements are not available by the time the Annual Report is required to be filed pursuant to this Section, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Bonds, and the audited financial statements shall be provided in the same manner as the Annual Report promptly after they become available.

(2) Updates as of the end of the fiscal year of certain financial information and operating data contained in the final Official Statement, as described in **Exhibit A,** in substantially the same format contained in the final Official Statement as well as the City's annual operating and capital budgets.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the City is an **"obligated person"** (as defined by the Rule), which have been provided to the MSRB and is available through EMMA or to the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The City shall clearly identify each such other document so included by reference.

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Material Event under **Section 3**.

(b) Not later than the date specified in subsection (a) for providing the Annual Report to the MSRB, the City shall either (1) provide the Annual Report to the Dissemination Agent, with written instructions to file the Annual Report as specified in subsection (a), or (2)

provide written notice to the Dissemination Agent that the City has provided the Annual Report to the MSRB (or will do so prior to the deadline specified in subsection (a)).

(c) If the Dissemination Agent has not received either an Annual Report with filing instructions or a written notice from the City that it has provided an Annual Report to the MSRB by the date required in subsection (a), the Dissemination Agent shall send a notice to the MSRB in substantially the form attached as **Exhibit B**.

(d) The Dissemination Agent shall, unless the City has provided the Annual Report to the MSRB, promptly following receipt of the Annual Report and instructions required in subsection (b) above, provide the Annual Report to the MSRB and file a report with the City certifying that the Annual Report has been provided pursuant to this Continuing Disclosure Agreement, stating the date it was provided to the MSRB.

(e) In addition to the foregoing requirements of this Section, the City agrees to provide copies of the most recent Annual Report to any requesting Beneficial Owner or prospective Beneficial Owner, but only after the same have been delivered to the MSRB.

Section 3. Reporting of Material Events.

(a) No later than 10 Business days after the occurrence of any of the following events, the City shall give, or cause to be given to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Bonds ("Material Events"):

(1) principal and interest payment delinquencies;
(2) non-payment related defaults, if material;
(3) unscheduled draws on debt service reserves reflecting financial difficulties;
(4) unscheduled draws on credit enhancements reflecting financial difficulties;
(5) substitution of credit or liquidity providers, or their failure to perform;
(6) adverse tax opinions; the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bond, or other material events affecting the tax status of the Bonds;
(7) modifications to rights of bondholders, if material;
(8) bond calls, if material, and tender offers;
(9) defeasances;
(10) release, substitution or sale of property securing repayment of the Bonds, if material;
(11) rating changes;
(12) bankruptcy, insolvency, receivership or similar event of the County;
(13) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
(14) appointment of a successor or additional trustee or the change of name of the trustee, if material.

(b) The Dissemination Agent shall, promptly after obtaining actual knowledge of the occurrence of any event that it believes may constitute a Material Event, contact the City Administrator of the City or his or her designee, or such other person as the City shall designate in writing to the Dissemination Agent from time to time, inform such person of the event, and request that the City promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection (d). If in response to a request under this subsection (b), the City determines that such event would not be material under applicable federal securities laws, the City shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent whether or not to report the occurrence pursuant to subsection (d).

(c) Whenever the City obtains knowledge of the occurrence of a Material Event, because of a notice from the Dissemination Agent pursuant to subsection (b) or otherwise, the City shall promptly notify and instruct the Dissemination Agent in writing to report the occurrence pursuant to subsection (d).

(d) If the Dissemination Agent receives written instructions from the City to report the occurrence of a Material Event, the Dissemination Agent shall promptly file a notice of such occurrence to the MSRB, with a copy to the City. Notwithstanding the foregoing, notice of Material Events described in subsections (a)(4) and (5) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to the registered owners of affected Bonds pursuant to the Indenture.

Section 4. Termination of Reporting Obligation. The City's obligations under this Continuing Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the City's obligations under this Continuing Disclosure Agreement are assumed in full by some other entity, such person shall be responsible for compliance with this Continuing Disclosure Agreement in the same manner as if it were the City, and the City shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds, the City shall give notice of such termination or substitution in the same manner as for a Material Event under **Section 3**.

Section 5. Dissemination Agent; Other Designated Agents.

(a) The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Continuing Disclosure Agreement, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign as dissemination agent hereunder at any time upon **30** days prior written notice to the City. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Report) prepared by the City pursuant to this Continuing Disclosure Agreement. The initial Dissemination Agent is Commerce Bank.

(b) The City may, from time to time, appoint or designate one or more agents (each, a "designated agent") to submit Annual Reports, Material Event notices, and other notices or reports with the MSRB. The City hereby appoints the Dissemination Agent and Gilmore & Bell, P.C. as designated agent(s) of the City solely for the purpose of submitting City-approved Annual Reports, Material Event notices, and other notices or reports to the MSRB. The City may revoke this designation at any time upon written notice to the designated agent, and may designate one or more additional designated agents for

purposes of this **Section 5(b)** from time to time by written designation to the newly appointed designated agent.

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Continuing Disclosure Agreement, the City and the Dissemination Agent may amend this Continuing Disclosure Agreement and any provision of this Continuing Disclosure Agreement may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the City and the Dissemination Agent with its written opinion that the undertaking of the City contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Continuing Disclosure Agreement.

In the event of any amendment or waiver of a provision of this Continuing Disclosure Agreement, the City shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (1) notice of such change shall be given in the same manner as for a Material Event under **Section 3**, and (2) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 7. Additional Information. Nothing in this Continuing Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is required by this Continuing Disclosure Agreement. If the City chooses to include any information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is specifically required by this Continuing Disclosure Agreement, the City shall have no obligation under this Continuing Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

Section 8. Default. If the City or the Dissemination Agent fails to comply with any provision of this Continuing Disclosure Agreement, any Participating Underwriter or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City or the Dissemination Agent, as the case may be, to comply with its obligations under this Continuing Disclosure Agreement. A default under this Continuing Disclosure Agreement shall not be deemed an event of default under the Indenture or the Bonds, and the sole remedy under this Continuing Disclosure Agreement in the event of any failure of the City or the Dissemination Agent to comply with this Continuing Disclosure Agreement shall be an action to compel performance.

Section 9. Duties and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Continuing Disclosure Agreement, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or wilful misconduct. The obligations of the City under this Section shall survive resignation

or removal of the Dissemination Agent and payment of the Bonds. The City shall pay the fees, charges and expenses of the Dissemination Agent in connection with its administration of this Continuing Disclosure Agreement.

Section 10. Notices. Any notices or communications to or among any of the parties to this Continuing Disclosure Agreement may be given by registered or certified mail, return receipt requested, or by confirmed facsimile, or delivered in person or by overnight courier, and will be deemed given on the second day following the date on which the notice or communication is so mailed, as follows:

To the City:	City of Branson, Missouri 110 W. Maddux Branson, Missouri 65616 Attention: Mayor Facsimile: 417-334-6095
To the Dissemination Agent:	Commerce Bank, N.A., as Dissemination Agent 1000 Walnut, 6th Floor Kansas City, Missouri 64106 Attention: Corporate Trust Department Facsimile: 816-234-2562

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

Section 11. Beneficiaries. This Continuing Disclosure Agreement shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter, and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 12. Severability. If any provision in this Continuing Disclosure Agreement, the Indenture or the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 13. Counterparts. This Continuing Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14. Electronic Transactions. The arrangement described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 15. Governing Law. This Continuing Disclosure Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

CITY OF BRANSON, MISSOURI

[SEAL]

_____
Raeanne Presley, Mayor

ATTEST:

_____
Lisa Westfall, City Clerk

Approved as to Form:

_____
Gilmore & Bell, P.C.

COMMERCE BANK,
as Dissemination Agent

By: _____
Title: Authorized Officer

EXHIBIT A

FINANCIAL INFORMATION AND OPERATING DATA TO BE INCLUDED IN ANNUAL REPORT

The following sections and tables contained in Appendix A to the final Official Statement:

1. Ad Valorem Tax Collection Record

2. Tourism Tax Collections and Taxpayers

3. Other Sales Taxes

EXHIBIT B

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Missouri Development Finance Board

Name of Bond Issue: $35,810,000 Infrastructure Facilities Revenue Bonds (City of Branson Missouri) Series 2011A; $2,115,000 Taxable Infrastructure Facilities Revenue Bonds (City of Branson Missouri) Series 2011B (the "Bonds")

Name of Obligated Person: City of Branson, Missouri (the "City")

Date of Issuance: November 15, 2011

NOTICE IS HEREBY GIVEN that the City of Branson, Missouri has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement dated as of November 15, 2011, between the City and Commerce Bank, as Dissemination Agent. [The City has informed the Dissemination Agent that the City anticipates that the Annual Report will be filed by _____.]

Dated: _____ ___, _____

COMMERCE BANK, as Dissemination Agent
on behalf of **CITY OF BRANSON, MISSOURI**

cc: City of Branson, Missouri

CERTIFICATE OF THE TRUSTEE

The undersigned, Commerce Bank (the "Trustee"), as trustee under the Bond Trust Indenture dated as of December 1, 2002 (the "Indenture"), pursuant to which $56,290,000 original principal amount of the Missouri Development Finance Board (the "Board") Infrastructure Facilities Bonds (City of Branson, Missouri), Series 2003A (the "Series 2003A Bonds") were issued, does hereby certify and acknowledge as follows:

1. Defeasance and Payment of the Series 2003A Bonds. In reliance upon the deposit of funds with Commerce Bank, as escrow agent (the "Escrow Agent") under the Escrow Trust Agreement dated as of November 15, 2011 among the Board, the City of Branson, Missouri (the "City"), and the Escrow Agent, and the verification report of Robert Thomas CPA, LLC, provision has been made for the defeasance and prepayment of the Series 2003A Bonds, in accordance with the Indenture, by the irrevocable deposit in trust of cash and escrowed securities which will mature as to principal and interest in such amounts and at such times as will provide sufficient moneys to make such payments; and all other sums payable under the Indenture have been paid or provided for.

2. Release and Termination. The Indenture is hereby fully released, satisfied and discharged.

IN WITNESS WHEREOF, Commerce Bank, as Trustee, has caused this Certificate to be executed by its duly authorized officer this 15th day of November, 2011.

COMMERCE BANK,
as Trustee

By: _____
Name:
Title:

RELEASE AND TERMINATION

THIS RELEASE AND TERMINATION dated as of November 15, 2011, Witnesseth, that:

1. The Missouri Development Finance Board (the "Board"), Governor Office Building, 200 Madison Street, Suite 1000, Jefferson City, Missouri 65102, and the City of Branson, Missouri (the "City"), 110 W. Maddux, Branson, Missouri 65616 entered into a Base Lease (the "Lease," which Lease was recorded January 31, 2003, Book 411, Pages 2864 to 2880, #2003L03429, Taney County, Missouri) dated as of December 1, 2002, in connection with certain improvements of the City. The Lease leased certain real estate (the "Project Sites", as described in **Exhibit A** attached hereto) and certain improvements as described therein (the "Facilities," collectively with the Project Sites, the "Improved Property"). The Board and the City do hereby acknowledge SATISFACTION AND TERMINATION of said Lease and RELEASE the Improved Property from the lien and affect of the same.

The Board and the City hereby waive any notice or other procedural requirements necessary or desirable related to the prepayment of the Lease.

2. The Board and the City entered into a Financing Agreement (the "Financing Agreement," which Financing Agreement was recorded January 31, 2003, Book 411, Pages 2881 to 2918, #2003L03430, Taney County, Missouri) dated as of December 1, 2002, in connection with the loan of certain funds from the Board to the City. The Board and the City do hereby acknowledge SATISFACTION AND TERMINATION of said Financing Agreement and RELEASE the Improved Property from the lien and affect of the same.

The Board and the City hereby waive any notice or other procedural requirements necessary or desirable related to the satisfaction, release and termination of the Financing Agreement.

Grantor Address: Governor Office Building, 200 Madison St., Suite 1000, Jefferson City, Missouri 65102
Grantee Address: 110 W. Maddux, Branson, Missouri 65616

Legal Description on Exhibit A

IN WITNESS WHEREOF, the Board and the City have caused this Release and Termination to be signed in their name and behalf, all as of the day and year first above written.

CITY OF BRANSON, MISSOURI

By: _____
Name: Raeanne Presley
Title: Mayor

[SEAL]

ATTEST:

_____
Name: Lisa Westfall
Title: City Clerk

ACKNOWLEDGMENTS

STATE OF MISSOURI)
) SS.
COUNTY OF TANEY)

On this ____ day of November, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Raeanne Presley and Lisa Westfall, who acknowledged themselves to be the Mayor and City Clerk, respectively, of the City of Branson, Missouri**,** and that as such officers being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the City as such officers.

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

_____
Notary Public - State of Missouri
Commissioned in _____ County

My commission expires_____.

IN WITNESS WHEREOF, the **MISSOURI DEVELOPMENT FINANCE BOARD** and the **CITY OF BRANSON, MISSOURI** have caused this instrument to be executed on their behalf all as of the date first above written.

MISSOURI DEVELOPMENT FINANCE BOARD

By:_____
Robert V. Miserz, Executive Director

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this ____ day of _____, 2011, before me personally appeared ROBERT V. MISEREZ, to me personally known, who, being by me duly sworn, did say that he is the Executive Director of the Missouri Development Finance Board, a body politic and corporate and a public instrumentality duly organized and existing under the laws of the State of Missouri, and that said instrument was signed by said individual on behalf of the entity by authority of its governing body; and said individual acknowledged said instrument to be the free act and deed of said entity.

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

_____
Notary Public - State of Missouri
Commissioned in _____ County

[SEAL]

My commission expires: _____

EXHIBIT A
TO RELEASE AND TERMINATION

The following described real estate is situated in the County of Taney, State of Missouri:

ALL OF LOTS 10, 11, 12, 13, 14, 15, 16, 17, 18 & 19, AND ALL THAT PART OF LOTS 6, 7, 8, 9, 20 & 21, LYING SOUTHWEST OF MISSOURI STATE HIGHWAY NO. 65, ALL IN BLOCK 1, TOWN OF LUCIA, NOW A PART OF THE CITY OF BRANSON, AS PER THE RECORDED PLAT THEREOF, TANEY COUNTY RECORDERS OFFICE.

ALL OF LOTS 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, AND ALL THAT PART OF LOTS 1, 2, 3 & 18, ALL IN BLOCK 12, TOWN OF LUCIA, NOW A PART OF THE CITY OF BRANSON, AS PER THE RECORDED PLAT THEREOF, TANEY COUNTY RECORDERS OFFICE.

ALL THAT PART OF LOT 1, BRANSON MEADOWS PHASE ONE AMENDED PLAT, AS PER THE RECORDED PLAT THEREOF IN D-331 - 336, TANEY COUNTY RECORDERS OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, THEN N87°57’42”W, ALONG THE SOUTH LINE OF SAID LOT 1, 25.46 FEET TO THE POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 26°19’39”; THENCE ALONG SAID CURVE AND SOUTH LINE OF SAID LOT 1, AN ARC DISTANCE OF 218.26 FEET TO THE SW CORNER OF SAID LOT 1; THENCE N12°58’38”E, ALONG THE WESTERN LINE OF SAID LOT 1, 129.96 FEET; THENCE N08°46’03”W, ALONG THE WESTERN LINE OF SAID LOT 1, 23.55 FEET; THENCE LEAVING THE WEST LINE OF SAID LOT 1, S87°57’42”E, 211.80 TO THE EAST LINE OF SAID LOT 1; THENCE S00°52’17”W, ALONG THE EAST LINE OF SAID LOT 1, 200.04 FEET TO THE POINT OF BEGINNING.

ESCROW TRUST AGREEMENT

Dated as of November 15, 2011

Among

THE CITY OF BRANSON, MISSOURI,

THE MISSOURI DEVELOPMENT FINANCE BOARD
and
COMMERCE BANK,

Relating to

$56,290,000
Missouri Development Finance Board
Infrastructure Facilities Bonds
(City of Branson, Missouri)
Series 2003A

ESCROW TRUST AGREEMENT

THIS ESCROW TRUST AGREEMENT dated as of November 15, 2011 (the "Agreement"), among the **CITY OF BRANSON, MISSOURI** (the "City"), the **MISSOURI DEVELOPMENT FINANCE BOARD** (the "Board"), and **COMMERCE BANK**, a state chartered banking institution with an office in Kansas City, Missouri, and having full trust powers, as Escrow Agent (the "Escrow Agent").

RECITALS:

1. To provide funds to loan to the City, the Board has heretofore duly authorized and issued its Infrastructure Facilities Bonds (City of Branson, Missouri), described as follows:

Series Designation	Original Date of Bonds	Principal Amount	Principal Amount Outstanding
2003A	January 22, 2003	$56,290,000	$39,860,000

2. The City and the Board intend to provide for the refunding of the Series 2003A Bonds described above maturing in the years 2011 and thereafter (the "Refunded Bonds" or the "Series 2003A Bonds").

3. The Refunded Bonds will mature (or will be subject to redemption prior to maturity) and will have interest payable in the amounts and at the times shown on **Schedule 1** attached hereto.

4. The Board and the City have previously entered into a Financing Agreement dated as of December 1, 2002 (the "Refunded Bonds Financing Agreement), under which the Board has loaned the proceeds of the Refunded Bonds to the City and the City has agreed to make loan payments related to the Series 2003A Bonds (the "Refunded Loan Payments") subject to the terms set forth in the Refunded Bonds Financing Agreement.

5. The City and the Board have heretofore authorized a Financing Agreement dated as of November 15, 2011, under which the Board will loan moneys to the City (the "Refunding Loan"), which will be used to prepay the Refunded Loan Payments.

6. The Board has authorized the issuance of its Infrastructure Facilities Revenue Bonds (City of Branson, Missouri) Series 2011A and its Taxable Infrastructure Facilities Revenue Bonds (City of Branson, Missouri) Series 2011B (collectively, the "Refunding Bonds") for the purpose of funding the Refunding Loan.

7. With the portion of the Refunded Loan Payments prepaid by the City, the Board intends to provide for the payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds through the purchase of non-callable United States Treasury Obligations described in **Schedule 2** attached hereto.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Definitions. The following words and terms used in this Escrow Agreement shall have the following meanings:

"Agreement" means this Escrow Trust Agreement.

"**Board**" means the Missouri Development Finance Board.

"Bond Counsel" means Gilmore & Bell, P.C., or other firm of attorneys nationally recognized on the subject of municipal bonds.

"Bond Payment Date" means any date on which any principal of or interest on any of the Refunded Bonds is due and payable.

"City" means the City of Branson, Missouri.

"Code" means the Internal Revenue Code of 1986, as amended.

"Escrow Agent" means Commerce Bank, Kansas City, Missouri, and its successor or successors at the time acting as the Escrow Agent under this Agreement.

"Escrow Fund" means the fund by that name referred to in **Section 3** of this Agreement.

"Escrowed Securities" means the direct non-callable obligations of the United States of America listed on **Schedule 2** attached hereto and any Substitute Escrowed Securities.

"Paying Agent(s)" means the respective paying agent for the Refunded Bonds as designated in the Refunded Indenture, and any successor or successors at the time acting as paying agent for any of the Refunded Bonds.

"Refunded Bonds" means the outstanding bonds being refunded, described in the recitals to this Agreement.

"**Refunded Bonds Financing Agreement**" means the Refunded Bonds Financing Agreement referred to in the recitals to this Agreement.

"Refunded Indenture" means the Bond Trust Indenture between the Board and Commerce Bank, dated as of December 1, 2002, as amended.

"**Refunded Loan Payments**" means payments made by the City to the Board with respect to the Refunded Bonds, as described in the recitals to this Agreement.

"**Refunding Bonds**" has the meaning set forth in the recitals hereto.

"Refunding Ordinance" means the ordinances of the City adopted on October 25, 2011, and November 7, 2011, authorizing the Refunding Loan.

"Refunding Loan" means the $37,925,000 aggregate principal amount of the loan from MDFB to the City referred to in the recitals to this Agreement.

"Refunding Resolution" means the resolution of the Board adopted on October 4, 2011, authorizing the Refunding Loan.

"Substitute Escrowed Securities" means non-callable direct obligations of the United States of America which have been acquired by the Escrow Agent and substituted for Escrowed Securities in accordance with **Section 8** of this Agreement.

2. Receipt of Documents. The Escrow Agent hereby acknowledges receipt of a true and correct copy of the Refunding Ordinance, the Refunding Resolution, the Refunded Indenture, and reference herein to or citation herein of any provisions of said documents shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as if they were fully set forth herein.

3. Creation of Escrow Fund. There is hereby created and established with the Escrow Agent the following special and irrevocable separate trust fund to be held in the custody of the Escrow Agent and designated as the "Escrow Fund for the Series 2003A Bonds" (the "Escrow Fund").

4. Verification of Certified Public Accountants. Robert Thomas CPA, LLC, Certified Public Accountants, have verified the mathematical computations performed by Piper Jaffray & Co., which demonstrate that the cash held in the Escrow Fund, together with the maturing Escrowed Securities and interest to accrue thereon, will be sufficient to pay all principal of, redemption premium, if any, and interest on the Refunded Bonds on the respective Bond Payment Dates.

5. Deposits to the Escrow Fund. Concurrently with the execution and delivery of this Agreement, and pursuant to the provisions of the Refunding Ordinance and the Refunding Resolution, the City and the Board herewith deposit with the Escrow Agent, and the Escrow Agent acknowledges receipt and deposit into the Escrow Fund of, proceeds of the Refunding Loan in the amount of $37,206,328.62. The Escrow Agent shall apply such amount, together with $5,707,960.22 from the funds and accounts for the Refunded Bonds and other moneys of the City to purchase the Escrowed Securities described in **Schedule 2** hereto, which shall be delivered to and deposited in the Escrow Fund and to establish an initial cash balance of $127.00.

6. Creation of Lien. The escrow created hereby shall be irrevocable. The holders of the Refunded Bonds are hereby given an express lien on and security interest in the Escrowed Securities and the cash in the Escrow Fund and all earnings thereon until used and applied in accordance with this Agreement. The matured principal of and earnings on the Escrowed Securities and any cash in the Escrow Fund are hereby pledged and assigned and shall be applied solely for the payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds.

7. Application of Cash and Escrowed Securities in the Escrow Fund.

(a) Except as otherwise expressly provided in this Section or in **Section 8** hereof, the Escrow Agent shall have no power or duty to invest any money held hereunder or to sell, transfer or otherwise dispose of any Escrowed Securities.

(b) On or prior to each Bond Payment Date, the Escrow Agent shall withdraw from the Escrow Fund an amount equal to the principal of, redemption premium, if any, and interest on the Refunded Bonds becoming due and payable on such Bond Payment Date, as set forth in **Schedule 1** attached hereto, and shall forward such amount to the offices of the respective Paying Agents, so that immediately available funds will reach the offices of the Paying Agents on or before 12:00 Noon, Central time, on such Bond Payment Date. In order to make the payments required by this subsection (b), the Escrow Agent is hereby authorized to redeem or otherwise dispose of Escrowed Securities in accordance with the maturity

schedules in **Schedule 2** attached hereto. The liability of the Escrow Agent to make the payments required by this subsection (b) shall be limited to the money and Escrowed Securities in the Escrow Fund.

(c) Notwithstanding any other provisions of this Agreement, the City, the Board and the Escrow Agent hereby covenant that no part of the proceeds of the Refunding Loan or of the money or funds in the Escrow Fund shall be used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Refunding Bonds would have caused any of the Refunding Bonds to be an "arbitrage bond" under Section 148 of the Code.

(d) Upon the payment in full of the principal of, redemption premium, if any, and interest on the Refunded Bonds, all remaining money and Escrowed Securities in the Escrow Fund, together with any interest thereon, shall be transferred to the City to be applied in accordance with law.

8. Substitute Escrowed Securities.

(a) If any of the Escrowed Securities are not available for delivery on the date of the issuance of the Refunding Bonds, the Escrow Agent is directed to accept substitute securities in lieu thereof, provided: (1) the substitute securities are non-callable direct obligations of the United States of America, (2) the maturing principal of and interest on such substitute securities is equal to or greater than the maturity value of such unavailable Escrowed Securities, (3) principal of and interest on the substitute securities is payable on or before the maturity date of the unavailable Escrowed Securities, and (4) the City, the Board and Bond Counsel approve such substitution. If the original Escrowed Securities become available and are tendered to the Escrow Agent by or on behalf of the original purchaser of the Refunding Bonds, the Escrow Agent shall accept such Escrowed Securities, shall return the substitute securities as directed by such original purchaser and shall notify Bond Counsel, the Board and the City of the transaction.

(b) At the written request of the City and the Board, and upon compliance with the conditions hereinafter stated, the Escrow Agent shall have the power to sell, transfer, request the redemption of or otherwise dispose of the Escrowed Securities and to substitute for the Escrowed Securities solely cash or Substitute Escrowed Securities. The Escrow Agent shall purchase such Substitute Escrowed Securities with the proceeds derived from the sale, transfer, disposition or redemption of the Escrowed Securities together with any other funds available for such purpose. The substitution may be effected only if: (1) the substitution of the Substitute Escrowed Securities for the original Escrowed Securities occurs simultaneously; (2) the Escrow Agent receives from an independent certified public accountant acceptable to the Escrow Agent in its reasonable judgment a certification, satisfactory in form and substance to the Escrow Agent, to the effect that after such substitution, (A) the principal of and interest on the Escrowed Securities to be held in the Escrow Fund after giving effect to the substitution (including Substitute Escrowed Securities to be acquired), together with any other money to be held in the Escrow Fund after such transaction, will be sufficient to pay all remaining principal of, redemption premium, if any, and

interest on the Refunded Bonds as set forth on **Schedule 1** hereto, and (B) the amounts and dates of the anticipated transfers from the Escrow Fund to the Paying Agent(s) for the Refunded Bonds will not be diminished or postponed thereby; and (3) the Escrow Agent receives an opinion of Bond Counsel to the effect that such substitution is permitted under this Agreement and will not cause the interest on either the Refunding Bonds or the Refunded Bonds to become included in gross income for purposes of federal income taxation under then existing law. If any such substitution results in cash held in the Escrow Fund in excess of the amount required to fully fund the escrow, as certified in (2) above, the Escrow Agent shall, at the request of the City, withdraw such excess from the Escrow Fund and pay such excess to the City for deposit in the Debt Service Fund for the Refunding Bonds, to be applied as provided by law; provided that, in the opinion of Bond Counsel, such withdrawal and application will not be contrary to State law and will not cause the interest on the Refunding Bonds or the Refunded Bonds to become included in gross income for purposes of federal income taxation.

9. Redemption of Refunded Bonds.

(a) The Escrow Agent hereby acknowledges that it is also the Trustee and Paying Agent for the Refunded Bonds and the City and the Board hereby give the following notice and irrevocable direction to the Escrow Agent in such capacity:

> The City and the Board request and direct the Escrow Agent in its capacity as Trustee to (1) call all of the Series 2003A Bonds that remain outstanding on December 1, 2012, with stated maturities of December 1, 2017 and thereafter, for redemption and payment on December 1, 2012, pursuant to the provisions of the Refunded Indenture, at a redemption price equal to **100%** of the outstanding principal amount thereof, plus accrued interest thereon to the redemption date, (2) directs the Trustee to give notice of such redemption to the owners of such bonds and otherwise in accordance with the requirements of the Refunded Indenture, and (3) take or cause to be taken all further action necessary to call and redeem such bonds as provided herein.

(b) The Escrow Agent hereby acknowledges that (i) the City and the Board have elected to call certain of the Refunded Bonds, as described in **Section 9(a)** hereof and **Schedule 1** hereof, for redemption and payment prior to maturity, and (b) the City and the Board have directed the Escrow Agent, as Trustee and Paying Agent for the Refunded Bonds, to cause notice of the call for redemption and payment of the Refunded Bonds to be given in the manner provided in the Refunded Indenture. The City and the Board hereby direct the Escrow Agent to the Paying Agent in writing, at least 45 days prior to each respective redemption date, to give additional notice of redemption of said Refunded Bonds, by publication or mailing as provided in the Refunded Indenture, said additional notice to be given not more than 60 days nor less than 30 days prior to each redemption date, it being understood, however, that said additional notice is for convenience in facilitating said redemption and failure to give any such notice shall not affect the validity of the call for redemption of any such Refunded Bonds. The City and the Board hereby direct the Escrow Agent to take such further action as may be necessary under the Refunded Indenture to redeem said Refunded Bonds in the principal amounts and at the times set forth in **Schedule 1** hereof.

10. Reports of the Escrow Agent. As long as any of the Refunded Bonds, together with the interest thereon, have not been paid in full, the Escrow Agent shall, at least 60 days prior to each Bond

Payment Date, determine the amount of money which will be available in the Escrow Fund to pay the amounts provided herein on the next Bond Payment Date and if the Escrow Agent determines that sufficient funds will not be available on such Bond Payment Date, then the Escrow Agent shall certify in writing to the City the amount so determined, and provide a list of the money and Escrowed Securities held by it in the Escrow Fund on the date of such certification.

11. Liability of Escrow Agent.

(a) The Escrow Agent shall not be liable for any loss resulting from any investment, sale, transfer or other disposition made pursuant to this Agreement in compliance with the provisions hereof. The Escrow Agent shall have no lien whatsoever on any of the money or Escrowed Securities on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Agreement or otherwise.

(b) The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of the Escrowed Securities and money to pay the Refunded Bonds. So long as the Escrow Agent applies the Escrowed Securities and money as provided herein, the Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Refunded Bonds caused by such calculations. Notwithstanding the foregoing, the Escrow Agent shall not be relieved of liability arising from and proximate to its failure to comply fully with the terms of this Agreement.

(c) If the Escrow Agent fails to account for any of the Escrowed Securities or money received by it, said Escrowed Securities or money shall be and remain the property of the City in trust for the holders of the Refunded Bonds, and, if for any reason such Escrowed Securities or money are not applied as herein provided, the assets of the Escrow Agent shall be impressed with a trust for the amount thereof until the required application shall be made.

12. Fees and Costs of the Escrow Agent. The aggregate amount of the costs, fees and expenses of the Escrow Agent in connection with the creation of the escrow described in and created by this Agreement and in carrying out any of the duties, terms or provisions of this Agreement shall be paid by the City when due.

Notwithstanding the preceding paragraph, the Escrow Agent shall be entitled to reimbursement from the City of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Agreement. Claims for such reimbursement may be made to the City and in no event shall such reimbursement be made from funds held by the Escrow Agent pursuant to this Agreement.

If the Escrow Agent resigns prior to the expiration of this Agreement, the Escrow Agent shall rebate to the City a ratable portion of any annual fee theretofore paid by the City to the Escrow Agent for its services under this Agreement for the then current fee period.

13. Resignation or Removal of Escrow Agent; Successor Escrow Agent. The Escrow Agent at the time acting hereunder may at any time resign and be discharged from its duties and responsibilities hereby created by giving written notice by registered or certified mail to the City, to the Board, to the Paying Agents and to all of the owners of record of the Refunded Bonds not less than 60

days prior to the date when the resignation is to take effect. Such resignation shall take effect immediately upon the acceptance of the City and the Board of the resignation, the appointment of a successor Escrow Agent (which may be a temporary Escrow Agent) by the City and the Board, the acceptance of such successor Escrow Agent of the terms, covenants and conditions of this Agreement, the transfer of the Escrow Fund, including the money and Escrowed Securities held therein, to such successor Escrow Agent and the completion of any other actions required for the principal of and interest on the Escrowed Securities to be made payable to such successor Escrow Agent rather than the resigning Escrow Agent.

The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, delivered to the Escrow Agent, the Board and the City and signed by the owners of a majority in principal amount of the Refunded Bonds then outstanding; provided that written notice thereof is mailed on or before the date of such removal by registered or certified mail, postage prepaid, to all registered owners of such Bonds, who are not parties to such instruments. The Escrow Agent may also be removed by the City and the Board if the Escrow Agent fails to make timely payment on any Bond Payment Date to the Paying Agent(s) of the amounts required to be paid by it on such Bond Payment Date by **Section 7(b)** of this Agreement; provided that written notice thereof is mailed on or before the date of such removal by registered or certified mail, postage prepaid, to the Paying Agents and to all registered owners of such Bonds, who are not parties to such instruments. Any removal pursuant to this paragraph shall become effective upon the appointment of a successor Escrow Agent (which may be a temporary successor Escrow Agent) by the City and the Board, the acceptance of such successor Escrow Agent of the terms, covenants and conditions of this Agreement, the transfer of the Escrow Fund, including the money and Escrowed Securities held therein, to such successor Escrow Agent and the completion of any other actions required for the principal of and interest on the Escrowed Securities to be made payable to such successor Escrow Agent rather than the Escrow Agent being removed.

If the Escrow Agent resigns or is removed, or is dissolved, or is in the course of dissolution or liquidation, or otherwise becomes incapable of acting hereunder, or if the Escrow Agent is taken under the control of any public officer or officers, or of a receiver appointed by a court, the City and the Board shall appoint a temporary Escrow Agent to fill such vacancy until a successor Escrow Agent is appointed by the City and the Board in the manner above provided, and any such temporary Escrow Agent so appointed by the City and the Board shall immediately and without further act be superseded by the successor Escrow Agent so appointed.

If no appointment of a successor Escrow Agent or a temporary successor Escrow Agent has been made by such holders or the City and the Board pursuant to the foregoing provisions of this Section within 60 days after written notice of resignation of the Escrow Agent has been given to the City and the Board, the holder of any of the Refunded Bonds or any retiring Escrow Agent may apply to any court of competent jurisdiction for the appointment of a successor Escrow Agent, and such court may thereupon, after such notice, if any, as it shall deem proper, appoint a successor Escrow Agent.

No successor Escrow Agent shall be appointed unless such successor Escrow Agent is a corporation with trust powers authorized to do business in the State of Missouri and organized under the banking laws of the United States or the State of Missouri and has at the time of appointment capital and surplus of not less than $25,000,000.

Every successor Escrow Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor, to the Board and to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor Escrow Agent without any further act, deed or conveyance shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor, but such predecessor shall, nevertheless, on the written request of such successor Escrow Agent, the Board or

the City, execute and deliver an instrument transferring to such successor Escrow Agent all the estates, properties, rights, powers and trusts of such predecessor hereunder, and every predecessor Escrow Agent shall deliver all securities and money held by it to its successor. Should any transfer, assignment or instrument in writing from the City be required by any successor Escrow Agent for more fully and certainly vesting in such successor Escrow Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Escrow Agent, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the City and the Board.

Any corporation into which the Escrow Agent, or any successor to it of the duties and responsibilities created by this Agreement, may be merged or converted or with which it or any successor to it may be consolidated, or any corporation resulting from any merger, conversion, consolidation or reorganization to which the Escrow Agent or any successor to it may be a party, shall, if satisfactory to the City and the Board, be the successor Escrow Agent under this Agreement without the execution or filing of any paper or any other act on the part of the parties hereto, anything herein to the contrary notwithstanding.

14. Limitation on Liability of the City. The City shall not be liable (a) for any loss resulting from any investment made pursuant to this Agreement, (b) for the accuracy of the calculations as to the sufficiency of the Escrowed Securities and money in the Escrow Fund to pay the principal of and interest on the Refunded Bonds, or (c) for any acts of the Escrow Agent.

15. Limitation on Liability of the Board. The Board shall not be liable (a) for any loss resulting from any investment made pursuant to this Agreement, (b) for the accuracy of the calculations as to the sufficiency of the Escrowed Securities and money in the Escrow Fund to pay the principal of and interest on the Refunded Bonds, or (c) for any acts of the Escrow Agent.

16. Amendments to this Agreement. This Agreement is made for the benefit of the City, the Board and the holders from time to time of the Refunded Bonds, and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Escrow Agent, the Board and the City; provided, however, that the City, the Board and the Escrow Agent may, without the consent of or notice to such holders, enter into agreements supplemental to this Agreement if such supplemental agreements do not adversely affect the rights of such holders and are not inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Agreement;

(b) to grant to, or confer upon, the Escrow Agent for the benefit of the holders of the Refunded Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and

(c) to subject to this Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of Bond Counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Refunded Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

17. Termination. This Agreement shall terminate when all transfers required to be made by the Escrow Agent under the provisions hereof shall have been made.

18. Notices. Except as otherwise provided herein, it shall be sufficient service of any notice, request, complaint, demand or other paper required by the Refunding Ordinance, the Refunding Resolution or this Agreement to be given to or filed with the following parties if the same is duly mailed by first class, certified or registered mail addressed:

(a) To the Board at:

Missouri Development Finance Board
Governor Office Building
200 Madison Street
Suite 1000
Jefferson City, Missouri 65102
Attention: Executive Director

(b) To the Escrow Agent at:

Commerce Bank, as Trustee
922 Walnut Street, 10th Floor
Kansas City, Missouri 64106
Attention: Corporate Trust Department

(c) To the City at:

City of Branson, Missouri
City Hall
110 W. Maddux
Branson, Missouri 65616
Attention: Director of Finance

19. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the City, the Board or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

20. Successors and Assigns. All of the covenants, promises and agreements in this Agreement contained by or on behalf of the City, the Board or the Escrow Agent shall be binding upon and inure to the benefit of their respective successors and assigns whether so expressed or not.

21. Governing Law. This Agreement shall be governed by the applicable law of the State of Missouri.

22. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

23. Electronic Transaction. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers or elected officials and their corporate seals to be hereunder affixed and attested as of the date first above written.

CITY OF BRANSON, MISSOURI

By: _____
Title: Raeanne Presley, Mayor

(Seal)

ATTEST:

_____
Title: Lisa Westfall, City Clerk

Approved as to Form:

By:_____
Gilmore & Bell, P.C.

MISSOURI DEVELOPMENT FINANCE BOARD

By: _____

[SEAL]

Name: Robert V. Miserez
Title: Executive Director

COMMERCE BANK

By: _____
Title: _____

(Seal)

ATTEST:

_____
Title:

SCHEDULE 1
TO ESCROW TRUST AGREEMENT

BOND PAYMENT SCHEDULES FOR REFUNDED BONDS

Bond Payment Date	Principal[1]	Total Redeemed[1]	Interest	Payment
12/1/11	1,230,000	--	1,053,996.88	$2,283,996.88
6/1/12	--	--	1,028,166.88	$1,028,166.88
12/1/12	1,280,000	37,350,000	1,028,166.88	$39,658,166.88

[1] All Refunded Bonds maturing in the years 2017 and thereafter (aggregating $37,350,000) will be redeemed and paid prior to maturity on December 1, 2012, at a redemption price of 100% of the principal amount thereof, plus accrued interest.

SCHEDULE 2
TO ESCROW TRUST AGREEMENT

SCHEDULE OF ESCROWED SECURITIES

Maturity Date	Type of Security	CUSIP/ID	Stated Rate	Par Amount	Total Cost
12/01/11	TBond	9127953v1	0%	$2,222,000	$2,222,177.76
05/31/12	TNote	912828ne6	0.750%	$893,000	$899,306.92
11/30/12	TNote	912828pv6	0.500%	$39,552,000	$39,792,677.16

This Preliminary Official Statement and the information contained herein are subject to completion and amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances may this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor may there be any sale of these securities in any jurisdictions in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED OCTOBER 19, 2011

TWO NEW ISSUES
(Book Entry Only)

S&P Rating - "A"
See "RATING" herein.

*In the opinion of Gilmore & Bell, P.C., Bond Counsel, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), (1) the interest on the Series 2011A Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, (2) the interest on both the Series 2011A and Series 2011B Bonds is exempt from income taxation by the State of Missouri and (3) the Series 2011A Bonds have not been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. See "**TAX MATTERS**" in this Official Statement.*

MISSOURI DEVELOPMENT FINANCE BOARD

$33,215,000*
Infrastructure Facilities Revenue Bonds
(City of Branson, Missouri)
Series 2011A

$2,955,000*
Taxable Infrastructure Facilities Revenue Bonds
(City of Branson, Missouri)
Series 2011B

Dated: November 15, 2011

Due: See Inside Cover Pages

Both Series of Bonds (collectively, the "Bonds") are issuable only as fully registered bonds, without coupons, in the denomination of $5,000 or any integral multiple thereof. Principal of and semiannual interest on the Bonds will be paid from moneys available therefore under the Indenture (herein defined) by Commerce Bank, Kansas City, Missouri, as Trustee and Paying Agent. Principal of the Bonds will be due as shown on the inside cover page. Interest on the Bonds will be payable on each June 1 and December 1, beginning on June 1, 2012.

The Bonds are subject to redemption prior to maturity as described herein. See "THE BONDS-Redemption."

The Bonds and the interest thereon are special, limited obligations of the Missouri Development Finance Board (the "Board") payable by the Board solely from, and will be secured by, an assignment and a pledge of (i) a leasehold interest in the Leased Property (which property includes City Hall and a Fire Station as more fully described herein) created pursuant to the Base Lease between the Board and the City of Branson, Missouri (the "City"), and (ii) Lease Payments and Additional Payments required to be paid by the City pursuant to the Financing Agreement, which Lease Payments will be secured by an annual appropriation pledge of the City, and not from any other fund or source of the Board. See "**SECURITY AND SOURCES OF PAYMENTS FOR THE BONDS.**"

THE BONDS ARE NOT AN INDEBTEDNESS OF BOARD, THE CITY, THE STATE OF MISSOURI OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY PROVISION OF THE CONSTITUTION OR LAWS OF THE STATE OF MISSOURI. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWERS OF THE CITY, THE STATE OR ANY OTHER POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE BONDS. THE ISSUANCE OF THE BONDS SHALL NOT, DIRECTLY, INDIRECTLY OR CONTINGENTLY, OBLIGATE THE CITY, THE STATE OR ANY OTHER POLITICAL SUBDIVISION THEREOF TO LEVY ANY FORM OF TAXATION THEREFORE OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT, EXCEPT AS OTHERWISE DESCRIBED HEREIN. THE BOARD HAS NO TAXING POWER.

The Bonds are offered when, as and if issued by the Board and accepted by the Underwriter, subject to prior sale, withdrawal or modification of the offer without notice and subject to the approval of their validity by Gilmore & Bell, P.C., Kansas City, Missouri, Bond Counsel, as described herein. Certain legal matters will be passed on for the City by Williams Duston, City Attorney. Certain legal matters will be passed on for the Board by Gilmore & Bell, P.C., Kansas City, Missouri. It is expected that the Bonds will be available for delivery through DTC in New York, New York on or about November 15, 2011.

PiperJaffray®

The date of this Official Statement is October 19, 2011

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* Preliminary; subject to change.

MISSOURI DEVELOPMENT FINANCE BOARD

$33,215,000*
Infrastructure Facilities Revenue Bonds
(City of Branson, Missouri)
Series 2011A

Dated: November 15, 2011 **Due: December 1 as shown below**

Maturity Schedule**

Maturity December 1	Principal Amount	Interest Rate	Yield
2014	$845,000	%	%
2015	1,275,000		
2016	1,325,000		
2017	1,380,000		
2018	1,445,000		
2019	1,515,000		
2020	1,595,000		
2021	1,675,000		
2022	1,760,000		
2023	1,850,000		
2024	1,940,000		
2025	2,035,000		
2026	2,140,000		
2027	2,245,000		
2028	2,360,000		
2029	2,475,000		
2030	2,610,000		
2031	2,745,000		

* Preliminary, subject to change.

** Serial maturities may be aggregated into one or more term bonds with mandatory sinking fund payments per the serial maturity schedule.

MISSOURI DEVELOPMENT FINANCE BOARD

$2,955,000*
Taxable Infrastructure Facilities Revenue Bonds
(City of Branson, Missouri)
Series 2011B

Dated: November 15, 2011 **Due: December 1 as shown below**

Maturity Schedule**

Maturity December 1	Principal Amount	Interest Rate	Yield
2012	$1,350,000	%	%
2013	1,210,000		
2014	395,000		

* Preliminary, subject to change.

** Serial maturities may be aggregated into one or more term bonds with mandatory sinking fund payments per the serial maturity schedule.

REGARDING USE OF THIS OFFICIAL STATEMENT

No dealer, broker, salesman or other person has been authorized by the Board, the City or the Underwriter to give any information or to make any representations, other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as a representation of fact. The information set forth herein has been obtained from the Board, the City and other sources believed to be reliable, but is not guaranteed as to accuracy or completeness and is not to be construed as a representation by the Board or the Underwriter. The information and expressions of opinion contained herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall under any circumstances create any implication that there has been no change in the affairs of the Board or the City since the date hereof.

The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of that information.

IN CONNECTION WITH THE OFFERING OF THE BONDS, THE UNDERWRITER MAY OVER ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE BONDS HAVE NOT BEEN REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE CITY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE BONDS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY BOARD. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS IN THIS OFFICIAL STATEMENT

This Official Statement contains "forward-looking statements." These forward-looking statements include statements about the City's projections and future plans and strategies, and other statements that are not historical in nature. These forward-looking statements are based on the current expectations of the City. When used in this Official Statement, the words "estimate," "intend," "expect" and similar expressions are intended to identify forward-looking statements. Forward-looking statements involve future risks and uncertainties that could cause actual results and experience to differ materially from the anticipated results or other expectations expressed in forward-looking statements. These future risks and uncertainties include those discussed in the **"BONDOWNERS' RISKS"** section of this Official Statement. The City undertakes no obligation to update any forward-looking statements contained in this Official Statement to reflect future events or developments.

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Appendix A: Information Concerning the City of Branson, Missouri

Appendix B: Accountants' Report and Audited Financial Statements of the City of Branson, Missouri for Fiscal Year Ended December 31, 2010

Appendix C: Definitions of Words and Terms and Summaries of Certain Legal Documents

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Appendix E: Actuarial Report of Millman, Inc.; Actuarial Report of Gabriel Roeder Smith & Company dated February 28, 2011

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OFFICIAL STATEMENT

MISSOURI DEVELOPMENT FINANCE BOARD

$33,215,000*	**$2,955,000***
Infrastructure Facilities Revenue Bonds	**Taxable Infrastructure Facilities Revenue Bonds**
(City of Branson, Missouri)	**(City of Branson, Missouri)**
Series 2011A	**Series 2011B**

INTRODUCTORY STATEMENT

The following introductory statement is subject in all respects to more complete information contained elsewhere in this Official Statement. The order and placement of materials in this Official Statement, including the Appendices, are not to be deemed to be a determination of relevance, materiality or relative importance, and this Official Statement, including the Cover Page and Appendices, must be considered in its entirety. All capitalized terms used in this Official Statement that are not otherwise defined herein shall have the meanings ascribed to them in ***Appendix C*** *hereto.*

Purpose of the Official Statement

This Official Statement, including the cover page and the Appendices, sets forth certain information in connection with (i) the issuance and sale by the Missouri Development Finance Board, a body corporate and politic of the State of Missouri (the "Board"), of the above-described series of bonds (separately, the "Series 2011A Bonds" and the "Series 2011B Bonds" and, collectively, the "Bonds"), (ii) the City of Branson, Missouri (the "City"), (iii) the Leased Property (which property includes City Hall and a Fire Station as more fully described herein), and (iv) the plan of financing described herein.

The Board

The Board is a body corporate and politic created and existing under the laws of the State of Missouri, including particularly the Missouri Development Finance Board Act, Sections 100.250 to 100.297, inclusive, of the Revised Statutes of Missouri, as amended (the "Act").

The City

The City is a fourth class city and political subdivision of the State of Missouri. See under the caption **"THE CITY"** herein and **"APPENDIX A: INFORMATION CONCERNING THE CITY OF BRANSON, MISSOURI."**

Loan of Bond Proceeds

The proceeds of the Bonds will be loaned by the Board to the City pursuant to a Financing Agreement dated as of November 15, 2011 (the "Financing Agreement") to provide funds, together with other available money, to advance refund $38,630,000 outstanding principal amount of Infrastructure Facilities Revenue Bonds (City of Branson, Missouri) Series 2003A (the "Refunded Bonds"). A description of the Refunded Bonds is set forth under the caption **"PLAN OF FINANCING – The Refunded Bonds."** The proceeds of the Bonds will also be used to pay the costs of issuing the Bonds, all as more fully described herein under the caption **"PLAN OF FINANCING – Estimated Sources and Uses of Funds."**

***** Preliminary; subject to change.

The Bonds

The Bonds are being issued pursuant to the Act and the Indenture between the Board and Commerce Bank, Kansas City, Missouri (the "Trustee"), for the purpose of providing funds to make a loan to the City pursuant to the Financing Agreement, in consideration of payments by the City, which will be sufficient to pay the principal of, premium, if any, and the interest on the Bonds, all as more fully described in the Financing Agreement and the Indenture. A description of the Bonds is contained in this Official Statement under **"THE BONDS."** All references to the Bonds are qualified in their entirety by the definitive forms thereof and the provisions with respect thereto included in the Indenture and the Financing Agreement.

Additional Bonds

The Indenture provides for the issuance of additional bonds ("Additional Bonds") which, if issued, would rank on a parity with the Bonds and any other bonds then outstanding under such Indenture issued on a parity with the Bonds. See **"SECURITY AND SOURCES OF PAYMENTS FOR THE BONDS – Additional Bonds"** and **"SUMMARY OF THE INDENTURE – Additional Bonds"** in **Appendix C** hereto.

Lease of the Leased Property

Pursuant to the terms of a Base Lease dated as of November 1, 2011 between the City, as lessor, and the Board, as lessee (collectively, the "Base Lease"), the City will lease the Leased Property (which property includes City Hall and a Fire Station as more fully described herein) to the Board for a term ending December 1, 2063. Pursuant to the Financing Agreement dated as of December 1, 2011, between the Board and the City (the "Financing Agreement") the Board will sublease the Leased Property to the City for an initial term ending December 31, 2011 (the "Initial Term"), and will sublease the Leased Property to the City for successive one-year renewal options and a final renewal term ending on December 1, 2032 (the "Renewal Terms"), which Renewal Terms are subject to annual budget appropriations, all as more fully described herein under the captions **"SECURITY AND SOURCES OF PAYMENT FOR THE BONDS"** and **"PLAN OF FINANCING"** and in the Financing Agreement.

Security for the Bonds

The Bonds and the interest thereon are special, limited obligations of the Board payable by the Board solely from, and will be secured by, an assignment and a pledge of (i) a leasehold interest in the Leased Property (which property includes City Hall and a Fire Station as more fully described herein) created pursuant to the Base Lease between the Board and the City, (ii) Lease Payments and Additional Payments required to be paid by the City pursuant to the Financing Agreement, which Lease Payments will be secured by an annual appropriation pledge of the City, and (iii) certain other funds held by the Trustee under the Indenture, and not from any other fund or source of the Board. Payments under the Financing Agreement are designed to be sufficient, together with other funds available for such purpose, to pay when due the principal of, premium, if any, and interest on the Bonds. Except as noted herein, all payments by the City under the Financing Agreement are subject to annual appropriation. Pursuant to the Indenture, the Board will assign to the Trustee, for the benefit and security of the registered owners of the Bonds, substantially all of the rights of the Board in the Financing Agreement, including all Lease Payments and Additional Payments payable thereunder.

The Bonds are not an indebtedness of the Board, the City, the State of Missouri or any other political subdivision thereof within the meaning of any provision of the constitution or laws of the state of Missouri. Neither the full faith and credit nor the taxing powers of the City, the State or any political

subdivision thereof is pledged to the payment of the principal of or interest on the Bonds. The issuance of the bonds shall not, directly, indirectly or contingently, obligate the City, the State or any other political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment, except as otherwise described herein. The Board has no taxing power. See **"SECURITY AND SOURCES OF PAYMENT FOR THE BONDS"** herein.

Annual Appropriation Covenant

The Financing Agreement contains an annual appropriation covenant pursuant to which the City agrees to budget and appropriate sufficient moneys to pay all Lease Payments and reasonably estimated Additional Payments for the next succeeding fiscal year. If the City continues to appropriate such moneys, the City's obligations to make Lease Payments and Additional Payments will be payable from all general fund revenues of the City for that fiscal year. The taxing power of the City is not pledged to the payment of Lease Payments either as to principal or interest, as further described under the caption **"SECURITY AND SOURCES OF PAYMENTS FOR THE BONDS – City Annual Appropriation Obligation."**

Bondowners' Risks

Payment of the principal of and interest on the Bonds is primarily dependent upon the City's decision to continue to appropriate sufficient moneys to make Lease Payments under the Financing Agreement. **See "BONDOWNERS' RISKS"** for a discussion of certain risks.

Continuing Disclosure

The City will execute a Continuing Disclosure Agreement for the benefit of the owners of the Bonds to provide certain annual financial information and notices of the occurrence of certain material events. A summary of the Continuing Disclosure Agreement is attached to this Official Statement in **Appendix C** hereto.

Definitions and Summaries of Legal Documents

Definitions of certain words and terms used in this Official Statement are set forth in **Appendix C** of this Official Statement. Summaries of the Indenture, the Financing Agreement, the City's Authorizing Ordinance and the Continuing Disclosure Agreement are included in this Official Statement in **Appendix C** hereto, except as otherwise noted. Such definitions and summaries do not purport to be comprehensive or definitive. All references herein to the specified documents are qualified in their entirety by reference to the definitive forms of such documents, copies of which may be viewed at the principal corporate trust office of the Trustee, Commerce Bank, Corporate Trust Department, 922 Walnut, 10th Floor, Kansas City, Missouri 64106. Copies of such documents and the other documents described herein will be available at the offices of the Underwriter, Piper Jaffray & Co., at 11150 Overbrook Road, Suite 310, Leawood, Kansas 66211 during the period of the offering and, thereafter, at the principal corporate trust office of the Trustee.

THE BOARD

General

The issuer of the Bonds is the Missouri Development Finance Board (the "Board"). The Board is a body corporate and politic created and existing under the laws of the State of Missouri, including

particularly the Missouri Development Finance Board Act, Sections 100.250 to 100.297, inclusive, of the Revised Statutes of Missouri, as amended (the "Act"). The Bonds will be authorized and issued by the Board under the provisions of the statutes of the State of Missouri, including the Act. Missouri law requires that the State shall not be liable in any event for the payment of the principal of or interest on any bonds of the Board or for the performance of any pledge, mortgage, obligation or agreement undertaken by the Board and no breach of any such pledge, mortgage, obligation or agreement may impose any pecuniary liability upon the State or any charge upon the general credit or taxing power of the State.

Organization and Membership

The Board was established pursuant to the Act in 1982 and consists of twelve members, eight of which are appointed by the Governor, with the advice and consent of the Senate. The Lieutenant Governor, the Director of the Department of Economic Development, the Director of the Department of Agriculture and the Director of the Department of Natural Resources serve as ex-officio, voting members of the Board. No more than five of the members may be of the same political party except for the Lieutenant Governor, the Director of the Department of Economic Development, the Director of the Department of Agriculture and the Director of the Department of Natural Resources. Appointed members serve terms of four years. Each member of the Board continues to serve until a successor has been duly appointed and qualified, unless such position becomes vacant under Missouri law.

Robert V. Miserez serves as Executive Director of the Board

As of the date hereof, the members of the Board and the terms of appointed members are as follows.

- ***Marie Carmichael*** — Chair, term as a member expires September 14, 2012. Ms. Carmichael is owner of Affordable Homes Development in Springfield, Missouri.

- ***John D. Starr*** — Vice Chairman, term as a member expires September 14, 2011. Mr. Starr is Chief Executive Officer of KOCH Equipment LLC, a worldwide distributor and manufacturer for the meat and food industry located in Kansas City, Missouri.

- ***Larry D. Neff*** — Secretary, term as a member expires September 14, 2010. Mr. Neff is President of Larry Neff Management and Development in Neosho, Missouri.

- ***L.B. Eckelkamp, Jr.*** — term as a member expires September 14, 2011. Mr. Eckelkamp is Chairman of the Board of Bank of Washington in Washington, Missouri.

- ***Reuben A. Shelton*** — term as a member expires September 14, 2012. Mr. Shelton serves as Senior Counsel-Litigation to Monsanto Company in St. Louis, Missouri.

- ***John E. Mehner*** — Treasurer, term as a member expires September 14, 2011. Mr. Mehner is President and CEO of the Cape Girardeau Area Chamber of Commerce in Cape Girardeau, Missouri.

- ***Patrick J. Lamping*** — term as a member expires September 14, 2012. Mr. Lamping serves as County Executive for Jefferson County in Hillsboro, Missouri.

- ***Kelley M. Martin*** — term as a member expires September 14, 2012. Mr. Martin is the owner of the Martin Financial Group, a financial services practice in Kansas City.

- ***David D. Kerr*** — ex-officio member. Mr. Kerr is the Director of the Department of Economic Development.

- ***Peter D. Kinder*** — ex-officio member. The Honorable Peter Kinder is the Lieutenant Governor of the State of Missouri.

- ***Dr. Jon Hagler*** — ex-officio member. Dr. Hagler is the Director of the Department of Agriculture.

- ***Sara Parker Pauley*** — ex-officio member. Ms. Pauley is the Director of the Department of Natural Resources.

Other Indebtedness of the Board

The Board has sold and delivered other bonds and notes secured by instruments separate and apart from, and not secured by, the Indenture securing the Bonds. The holders and owners of such bonds and notes have no claim on assets, funds or revenues of the Board pledged under the Indenture, and the owners of the Bonds will have no claim on assets, funds or revenues of the Board securing other bonds and notes. The Board has never defaulted on any of its bonds or notes.

With respect to additional indebtedness of the Board, the Board intends to enter into separate agreements for the purpose of providing financing for other eligible projects and programs. Issues that may be sold by the Board in the future will be created under separate and distinct indentures or resolutions and secured by instruments, properties and revenues separate from those securing the Bonds.

EXCEPT FOR INFORMATION CONCERNING THE BOARD IN THE SECTIONS OF THIS OFFICIAL STATEMENT CAPTIONED **"THE BOARD"** AND **"LITIGATION – The Board,"** NONE OF THE INFORMATION IN THIS OFFICIAL STATEMENT HAS BEEN SUPPLIED OR VERIFIED BY THE BOARD AND THE BOARD MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

THE CITY

The City was organized on April 2, 1912 and is a political subdivision of the State of Missouri. The City, located in Taney County, is a fourth class city with a council/administrator form of government. The City is governed by a Board of Aldermen which is comprised of six aldermen and a mayor. The City has authority to borrow pursuant to the Constitution and Statutes of the State of Missouri, the Ordinance and the Financing Agreement. Certain information describing the City is attached hereto in **Appendix A**.

PLAN OF FINANCING

General

The proceeds of the Bonds will be loaned by the Board to the City pursuant to the Financing Agreement. The City will use such proceeds, together with certain remaining proceeds of the Refunded Bonds (as defined below), to provide funds to (a) advance refund the Refunded Bonds (as defined below), and (b) pay certain costs related to the issuance of the Bonds, all as more fully described herein and in the Financing Agreement. Under the Financing Agreement the City is obligated (subject to annual appropriation) to make Lease Payments which will be sufficient to pay the principal of and the interest on the Bonds, all as more fully described in the Financing Agreement and in the Indenture.

Refunding of the Refunded Bonds

The net proceeds of the Bonds remaining after payment of costs of issuance of the Bonds, together with funds on account in the debt service reserve fund of the Refunded Bonds, will be applied to the payment of the principal and interest of the Refunded Bonds.

The Refunded Bonds

Following is a description of the Refunded Bonds:

Maturity Date	Principal Amount	Interest Rate	CUSIP Number	Maturity/ Redemption Date	Maturity/ Redemption Price
12/1/2011	$1,230,000	4.200%	60636C JX8	12/1/2011	100%
12/1/2012	1,280,000	4.300	60636C JY6	12/1/2012	100
12/1/2017	6,090,000	5.000	60636C JZ3	12/1/2012	100
12/1/2022	7,825,000	5.375	60636C KA6	12/1/2012	100
12/1/2027	10,180,000	5.375	60636C KB4	12/1/2012	100
12/1/2032	13,255,000	5.500	60636C KC2	12/1/2012	100

To effect the refunding and defeasance of the Refunded Bonds, the City will enter into an Escrow Trust Agreement dated as of November 15, 2011 (the "Escrow Trust Agreement"), with Commerce Bank, as escrow agent (the "Escrow Agent"). Pursuant to the Escrow Trust Agreement, the City will deposit with the Escrow Agent $_____ from the proceeds of the Bonds and other available funds, to be applied to purchase direct non-callable obligations of the United States of America (the "Escrowed Securities") maturing in such amounts and at such times as shall be sufficient, together with the interest to accrue thereon, and other uninvested funds, to pay the principal of and interest on the Refunded Bonds on the maturity dates and the redemption dates shown above.

After the issuance of the Bonds and the deposit of the proceeds thereof and other moneys with the Escrow Agent pursuant to the Escrow Trust Agreement, interest due on the Refunded Bonds shall be payable from the maturing principal of the Escrowed Securities, together with the earnings thereon and other moneys held for such purpose by the Escrow Agent. Under the Escrow Trust Agreement, the Escrowed Securities and the moneys held by the Escrow Agent are irrevocably pledged to the payment of interest on the Refunded Bonds.

Robert Thomas CPA, LLC, Shawnee Mission, Kansas, a firm of independent certified public accountants, will give an opinion to the effect that the principal of and interest income on the Escrowed

Securities will provide sufficient moneys, together with the moneys held uninvested by the Escrow Agent, to make the required payments in accordance with the Board and City's refunding plan as set forth herein. See **"VERIFICATION OF MATHEMATICAL COMPUTATIONS"** herein.

Estimated Sources and Uses of Funds*

The proceeds of the Bonds together with other funds of the City will be applied as follows:

Sources of Funds:

	Total
Principal amount of the Bonds	
Net Reoffering Premium (Discount)	
Prior Issue Reserve Fund	
Prior Issue Debt Service Fund	
Total sources of funds	

Uses of Funds:

	Total
Refunding Escrow Deposits	
Costs of Issuance (includes Underwriter's Discount)	
Total uses of funds	

THE LEASED PROPERTY

Leased Property

Pursuant to the terms of the Base Lease, the City will lease the Leased Property described below to the Board for a term ending on December 1, 2063. Pursuant to the Financing Agreement, the Board will sublease the Leased Property to the City for the Initial Term and the Renewal Terms, which Renewal Terms are subject to annual budget appropriations.

The Leased Property consists of the following: (1) City Hall, which is an approximate 54,475 square foot two story office building containing all of the City's administrative services, the City Clerk's offices, the Police Department and two surface parking areas, one of which is partially covered by a second story of City Hall, all situated on 2.879 acres of real estate located in downtown Branson (collectively, "City Hall"), and (2) a 5,300 square foot fire station constructed in 1996 situated on .85 acres of land known as Fire Station No. 2 (the "Fire Station"). The City constructed a 42,000 square foot addition to City Hall in 1997. Both the addition to City Hall and the Fire Station were financed with the proceeds of previous obligations which was refunded with the proceeds of the Refunded Bonds. In order to estimate a current valuation for City Hall and the Fire Station, City Hall is insured in the amount of $10,230,656 and Fire Station in the amount of $961,073.

* Preliminary, subject to change.

THE CITY'S GENERAL FUND

The following information describing the City's General Fund and FY 2011 budget has been excerpted from the City Administrator's budget message contained in the City's 2011 Operating Budget approved by the Board of Aldermen on December 14, 2010. The entire report is available on the City's website at the following:

http://www.cityofbranson.org/reports/financial/2011_ADOPTED_BUDGET_BOOK_FINAL.pdf.

> Although the national economy is recovering and managing the budget this past year has been challenging, the City of Branson remains in stable financial condition. A great deal of hard work was put forth in creating the 2011 budget. Branson is doing relatively well during these difficult economic times compared to a vast number of cities across our nation. While the overall 2010 fiscal year revenues were slightly up, we will be keeping a close watch on revenues and expenditures throughout the 2011 fiscal year.
>
> With tourism tax collections slightly above budgeted projections, the general and transportation sales tax revenues are relatively flat. We have been very prudent in managing the City operations and services, and continue to closely monitor expenditures. The major stress factors come from outside pressures that require our Board, Mayor, [City Administrator], and staff to disseminate a great deal of information and determine the best way to move forward and handle these situations in a manner that is in the best interest of the City of Branson. During 2010, we felt the effects of financial agreements such as the Branson Landing and Branson Hills tax increment financing agreements; the management agreement with Hilton for the convention center; the Branson Airport pay-for-performance agreement; the need to hire outside legal service as a result of the Coverdale/Empire Electric lawsuit regarding Branson Landing; as well as the refunds to various theatres resulting from the "Music City" lawsuit decision. All agreement obligations were met in 2010 and will be closely monitored in 2011.
>
> We have not only identified, but also rectified, some concerns to develop an austere and fiscally responsible 2011 budget. Following administrative recommendation, the Board approved a change of the fiscal year to a calendar year, which required a three-month and a twelve-month budget in 2010. All city services were maintained; a modest increase in salaries resulting from a salary and benefit study was incorporated; and the capital improvements program was revamped. We will continue finding efficiencies, increasing revenues where necessary, and decreasing expenditures in 2011. A much needed and major undertaking that will commence in 2011, again in conjunction with MoDOT, will be the new Highway 65 and 248 interchange. This project has been on the drawing board for quite some time, and will be a major asset as tourists and residents approach Branson from the north.
>
> The City's "Unreserved Fund" balance was $12 million as of 09-30-07; decreased to $9.3 million as of 09-30-08; decreased to $8.3 million in 2009; and is projected to end 2010 at $5.5 million. The 2010 ending balance was projected to be $4.3 million, but came in higher due to very conservative spending and several items being placed on hold in lieu of the economic status. The General Fund projected ending "Unreserved Fund" balance for 2011 is $4.3 million.
>
> The Board has set a policy on the level of unreserved fund balance that should be maintained in the general fund, water & sewer fund, and parks fund. This policy sets a

20% unreserved fund balance, but we will maintain an unreserved fund balance in the general fund of no less than 30%. Government Finance Officers Association (GFOA) recommends that general-purpose governments maintain an unreserved fund balance of no less than one to two months of regular general fund operating expenditures which would be between 8.3% and 16.7%. The City of Branson unreserved fund balance exceeds the GFOA recommendation.

THE BONDS

General Terms

The Bonds are being issued in the principal amounts shown on the cover page, are dated November 15, 2011, will bear interest from the date thereof or from the most recent interest payment date to which interest has been paid at the rates per annum set forth on the inside cover page, payable semi-annually on June 1 and December 1 of each year, and will mature on December 1 in the years as set forth herein. The Bonds are issuable as fully registered bonds in the denomination of $5,000 or any integral multiple thereof. The principal of the Bonds are payable at the principal corporate trust office of the Trustee. The interest on the Bonds is payable (a) by check or draft mailed by the Trustee to the persons who are the registered owners of the Bonds as of the close of business on the 15th day of the month preceding the respective interest payment dates, as shown on the bond registration books maintained by the Trustee, or (b) at the expense of the registered owner, by electronic transfer of immediately available funds at the written request of any registered owner of $1,000,000 or more in aggregate principal amount of Bonds, if such written notice specifying the electronic transfer instructions is provided to the Trustee not less than 15 days prior to the Interest Payment Date. Purchases of the Bonds will be made in book-entry only form (as described immediately below), in the denomination of $5,000 or any integral multiple thereof. Purchasers of the Bonds will not receive certificates representing their interests in the Bonds purchased. If the specified date for any payment on the Bonds is a date other than a Business Day, such payment may be made on the next Business Day without additional interest and with the same force and effect as if made on the specified date for such payments.

Book-Entry Only System

General. The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

So long as Cede & Co., as nominee of DTC, is the registered owner of the Bonds, the Beneficial Owners of the Bonds will not receive or have the right to receive physical delivery of the Bonds, and references herein to the Bondowners or registered owners of the Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners of the Bonds.

DTC and its Participants. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct

Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchase of Ownership Interests. Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

Transfers. To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Notices. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Voting. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Board as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments of Principal and Interest. Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Board or the Trustee, on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the Board, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Board or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

Discontinuation of Book Entry System. DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Board or the Bond Trustee. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The Board may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Board, the City and the Underwriter believe to be reliable, but the Board, the City and the Underwriter take no responsibility for the accuracy thereof, and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters but should instead confirm the same with DTC or the DTC Participant, as the case may be.

Redemption - Series 2011A Bonds

The Series 2011A Bonds are subject to redemption and payment prior to maturity as follows:

Optional Redemption. The Series 2011A Bonds maturing on December 1, 20___ and thereafter are subject to redemption and payment prior to maturity, at the option of the Board, which shall be exercised upon written direction from the City, on and after December 1, 20___, in whole or in part at any time at a redemption price equal to the principal amount thereof, plus accrued interest thereon to the redemption date.

Mandatory Sinking Fund Redemption. The Series 2011A Bonds maturing on December 1, 20__ are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements on December 1 in each of the years and in the amounts set forth below, at 100% of the principal amount thereof plus accrued interest to the redemption date, without premium:

Year	Principal Amount
20__	$
20__	
20__*	

*Final Maturity

Redemption - Series 2011B Bonds

Optional Redemption. The Series 2011B are not subject to optional redemption.

Mandatory Sinking Fund Redemption. The Series 2011B Bonds are not subject to mandatory sinking fund redemption.

Extraordinary Optional Redemption – Series 2011A and Series 2011B Bonds

The Bonds are subject to redemption and payment prior to the stated maturity thereof by the Board, at the option of the City, as a whole, on any date, at a redemption price of 100% of the principal amount of the Bonds being called for redemption, plus accrued interest thereon to the redemption date, if title to, or the use for a limited period of, substantially all of the Leased Property is condemned by an authority having the power of eminent domain (other than the City or an entity controlled by the City); if title to substantially all of the Leased Property is found to be deficient or nonexistent to the extent that the efficient utilization of the Leased Property by the City is impaired; if substantially all of the Leased Property is damaged or destroyed by fire or other casualty; or if as a result of changes in the Constitution of the State of Missouri, or of legislative or administrative action by the state of Missouri or any political subdivision thereof, or by the United States, or by reason of any action instituted in any court, the Financing Agreement shall become void or unenforceable, or impossible of performance without unreasonably delay, or in any other way, by reason of such change of circumstances unreasonably burdens or excessive liabilities are imposed on the City or the Board.

Election to Redeem; Notice to Trustee

The Board shall elect to redeem Bonds subject to optional redemption upon receipt of a written direction of the City. In case of any redemption at the election of the Board, the Board shall, at least 45 days prior to the redemption date fixed by the Board (unless a shorter notice shall be satisfactory to the Trustee) give written notice to the Trustee directing the Trustee to call Bonds for redemption and give notice of redemption and specifying the redemption date, the principal amount and maturities of Bonds to be called for redemption, the applicable redemption price or prices and the provision or provisions of the Indenture pursuant to which such Bonds are to be called for redemption.

The foregoing paragraph shall not apply in the case of any mandatory redemption of Bonds and the Trustee shall call Bonds for redemption and shall give notice of redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Board or the City whether

or not the Trustee shall hold in the Debt Service Fund moneys available and sufficient to effect the required redemption.

Notice of Redemption

Unless waived by any owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Trustee on behalf of the Board by mailing a copy of an official redemption notice by first class mail, at least 30 days and not more than 60 days prior to the redemption date to each registered owner of the Bonds to be redeemed at the address shown on the bond register or at such other address as is furnished in writing by such registered owner to the Trustee.

All official notices of redemption shall be dated and shall state: (1) the redemption date; (2) the redemption price; (3) the principal amount of Bonds to be redeemed; (4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (5) the place where the Bonds to be redeemed are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Trustee or other Paying Agent.

The failure of any owner of Bonds to receive notice given as provided herein, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been duly given and shall become effective upon mailing, whether or not any owner receives such notice.

For so long as DTC is effecting book-entry transfers of the Bonds, the Trustee shall provide the notices specified in this Section to DTC. It is expected that DTC will, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of DTC or a Participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice from the Trustee, DTC, a Participant or otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Selection by Trustee of Bonds to be Redeemed

Bonds may be redeemed only in the principal amount of $5,000 or any integral multiple thereof. If less than all Bonds are to be redeemed and paid prior to maturity pursuant to the Indenture, the particular Bonds to be redeemed shall be selected by the Trustee from the Bonds of such maturity which have not previously been called for redemption, by such method as the Trustee shall deem fair and appropriate and which may provide for the selection for redemption of portions equal to $5,000 of the principal of Bonds of a denomination larger than $5,000.

The Trustee shall promptly notify the Board and the City in writing of the Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Deposit of Redemption Price

Prior to any redemption date, the Board shall deposit with the Trustee or with a Paying Agent, from moneys provided by the City, an amount of money sufficient to pay the redemption price of all the Bonds which are to be redeemed on that date. Such money shall be held in trust for the benefit of the Persons entitled to such redemption price and shall not be deemed to be part of the Trust Estate.

Bonds Payable on Redemption Date

Notice of redemption having been given as aforesaid, the Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the Board shall default in the payment of the redemption price) such Bonds shall cease to bear interest. Upon surrender of any such Bond for redemption in accordance with said notice, such Bond shall be paid by the Board at the redemption price. Installments of interest with a due date on or prior to the redemption date shall be payable to the owners of the Bonds registered as such on the relevant Record Dates according to the terms of such Bonds.

If any Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal (and premium, if any) shall, until paid, bear interest from the redemption date at the rate prescribed therefor in the Bond.

Bonds Redeemed in Part

Any Bond which is to be redeemed only in part shall be surrendered at the place of payment therefor (with, if the Board or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Board and the Trustee duly executed by, the owner thereof or his attorney or legal representative duly authorized in writing) and the Board shall execute and the Trustee shall authenticate and deliver to the owner of such Bond, without service charge, a new Bond or Bonds of the same series and maturity of any authorized denomination or denominations as requested by such owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered. If the owner of any such Bond shall fail to present such Bond to the Trustee for payment and exchange as aforesaid, said Bond shall, nevertheless, become due and payable on the redemption date to the extent of the $5,000 (or other denomination) unit or units of principal amount called for redemption (and to that extent only).

Subject to the approval of the Trustee, in lieu of surrender under the preceding paragraph, payment of the redemption price of a portion of any Bond may be made directly to the registered owner thereof without surrender thereof, if there shall have been filed with the Trustee a written agreement of such owner and, if such owner is a nominee, the Person for whom such owner is a nominee, that payment shall be so made and that such owner will not sell, transfer or otherwise dispose of such Bond unless prior to delivery thereof such owner shall present such Bond to the Trustee for notation thereon of the portion of the principal thereof redeemed or shall surrender such Bond in exchange for a new Bond or Bonds for the unredeemed balance of the principal of the surrendered Bond.

So long as DTC is effecting book-entry transfers of the Bonds, the Trustee shall provide the notices specified above to DTC. It is expected that DTC will, in turn, notify the DTC Participants and that the DTC Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of DTC or a DTC Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Trustee, a DTC Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Transfer Outside Book-Entry Only System

If the book-entry only system is discontinued, the following provisions would apply. The Bonds are transferable only upon the registration books of the Trustee upon surrender of the Bonds duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney or legal representative in a form satisfactory to the Trustee. Bonds may be exchanged for other Bonds of any denomination authorized by the Indenture in the same aggregate principal amount, series

and maturity, upon presentation to the Trustee, subject to the terms, conditions and limitations set forth in the Indenture. The Trustee may make a charge for every such transfer or exchange sufficient to reimburse the Trustee for any tax or other governmental charge required to be paid with respect to any such exchange or transfer.

CUSIP Numbers

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bonds, nor any error in the printing of such numbers, shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for any Bonds.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

General

The Bonds will be issued under and will be equally and ratably secured under the Indenture, pursuant to which the Board will assign and pledge to the Trustee (i) a leasehold interest in the Leased Property (which property includes City Hall and a Fire Station as more fully described herein) created pursuant to the Base Lease between the Board and the City, (ii) Lease Payments and Additional Payments required to be paid by the City pursuant to the Financing Agreement, which Lease Payments will be secured by an annual appropriation pledge of the City, and (iii) certain other funds held by the Trustee under the Indenture.

The Financing Agreement requires Lease Payments to be sufficient, together with other funds available for such purpose, to pay when due the principal of, redemption premium, if any, and interest on the Bonds. All payments by the City under the Financing Agreement are subject to annual appropriation. In the Financing Agreement the City has covenanted to include in its annual budget proposal a request for all payments under the Financing Agreement required for the ensuing Fiscal Year. See **"- The Financing Agreement"** below.

Special, Limited Obligations

The Bonds and the interest thereon are special, limited obligations of the Board, payable solely from certain payments to be made by the City under the Financing Agreement and certain other funds held by the Trustee under the Indenture and not from any other fund or source of the Board, and are secured under the Indenture and the Financing Agreement as described herein. The Financing Agreement requires Lease Payments to be sufficient, together with other funds available for such purpose, to pay when due the principal of, redemption premium, if any, and interest on the Bonds. Except as provided in the following paragraph, all Lease Payments and Additional Payments by the City under the Financing Agreement are subject to annual appropriation. In the Financing Agreement the City has covenanted to include in its annual budget proposal a request for all payments under the Financing Agreement required for the ensuing Fiscal Year. See **"- The Financing Agreement"** below.

The Bonds are not an indebtedness of City, the State of Missouri or any other political subdivision thereof within the meaning of any provision of the constitution or laws of the State of Missouri. Neither the full faith and credit nor the taxing powers of the City, the State or any other political subdivision thereof is pledged to the payment of the principal of or interest on the Bonds. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City, the State or any other political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment, except as otherwise described herein. The Board has no taxing power.

The Financing Agreement

Under the Financing Agreement, the City is required to make Lease Payments to the Trustee for deposit into the Debt Service Fund in amounts sufficient to pay the principal of and interest on the Bonds when due. The City's obligations to pay the Lease Payments and Additional Payments shall be limited, special obligations of the City payable solely from, subject to annual appropriation by the City as described above, all general fund revenues of the City. The taxing power of the City is not pledged to the payment of either as to principal or interest. The City's obligation to pay the Lease Payments and Additional Payments shall not constitute general obligations of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction.

City Annual Appropriation Obligation

The Financing Agreement contains the following provisions with respect to the City's annual appropriation obligation:

***Annual Appropriation*.** The City intends, on or before the last day of each Fiscal Year, to budget and appropriate moneys sufficient to pay all Lease Payments and reasonably estimated Additional Payments for the next succeeding Fiscal Year. The City shall deliver written notice to the Trustee no later than 15 days after the commencement of its Fiscal Year stating whether or not the Board of Aldermen has appropriated funds sufficient for the purpose of paying the Lease Payments and Additional Payments reasonably estimated to become due during such Fiscal Year. If the Board of Aldermen shall have made the appropriation necessary to pay the Lease Payments and reasonably estimated Additional Payments to become due during such Fiscal Year, the failure of the City to deliver the foregoing notice on or before the 15th day after the commencement of its Fiscal Year shall not constitute an Event of Nonappropriation and, on failure to receive such notice 15 days after the commencement of the City's Fiscal Year, the Trustee shall make independent inquiry of the fact of whether or not such appropriation has been made. If the Board of Aldermen shall not have made the appropriation necessary to pay the Lease Payments and Additional Payments reasonably estimated to become due during such succeeding Fiscal Year, the failure of the City to deliver the foregoing notice on or before the 15th day after the commencement of its Fiscal Year shall constitute an Event of Nonappropriation.

***Annual Budget Request*.** The City Administrator or other officer of the City at any time charged with the responsibility of formulating budget proposals shall include in the budget proposals submitted to the Board of Aldermen, in each Fiscal Year in which the Financing Agreement shall be in effect, an appropriation for all payments required for the ensuing Fiscal Year; it being the intention of the City that the decision to appropriate or not to appropriate under the Financing Agreement shall be made solely by the Board of Aldermen and not by any other official of the City. The City intends, subject to the provisions above respecting the failure of the City to budget or appropriate funds to make Lease Payments and Additional Payments, to pay the Lease Payments and Additional Payments the Financing Agreement. The City reasonably believes that legally available funds in an amount sufficient to make all Lease Payments and Additional Payments during each Fiscal Year can be obtained. The City further intends to do all things lawfully within its power to obtain and maintain funds from which the Lease Payments and Additional Payments may be made, including making provision for such Lease Payments and Additional Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of the City and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. The City's Finance Director is directed to do all things lawfully within such person's power to obtain and maintain funds from which the Lease Payments and Additional Payments may be paid, including making provision for such Lease Payments and Additional Payments to

the extent necessary in each proposed annual budget submitted for approval or by supplemental appropriation in accordance with applicable procedures of the City and to exhaust all available reviews and appeals in the event such portion of the budget or supplemental appropriation is not approved. Notwithstanding the foregoing, the decision to budget and appropriate funds is to be made in accordance with the City's normal procedures for such decisions.

Lease Payments to Constitute Current Expenses of the City. The Board and the City acknowledge and agree that the Lease Payments and Additional Payments under the Financing Agreement shall constitute currently budgeted expenditures of the City, and shall not in any way be construed or interpreted as creating a liability or 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 in the Financing Agreement constitute a pledge of the general credit, tax revenues, funds or moneys of the City. The City's obligations to pay Lease Payments and Additional Payments under the Financing Agreement 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. Neither the Financing Agreement nor the issuance of the Bonds shall directly or indirectly obligate the City to levy or pledge any form of taxation or make any appropriation or make any payments beyond those appropriated for the City's then current Fiscal Year, but in each Fiscal Year Lease Payments and Additional Payments shall be payable solely from the amounts budgeted or appropriated therefor out of the income and revenue provided for such year, plus any unencumbered balances from previous years; provided, however, that nothing in the Financing Agreement shall be construed to limit the rights of the owners of the Bonds or the Trustee to receive any amounts which may be realized from the Trust Estate pursuant to the Indenture. Failure of the City to budget and appropriate said moneys on or before the last day of any Fiscal Year shall be deemed an Event of Nonappropriation.

Expiration or Termination of the Lease Provisions under the Financing Agreement. Pursuant to the Financing Agreement the City has subleased the Leased Property from the Board for an initial term commencing on the issuance of the Bonds and expiring on December 31, 2011. Pursuant to the Financing Agreement the City has the option to extend its term for each next succeeding Renewal Term, with a final Renewal Term commencing January 1, 2032 and ending December 1, 2032. If in any year the City does not extend the term of the Financing Agreement, the City's obligation to make payments will terminate on the December 31 occurring at the end of the then current Renewal Term. Upon (1) the expiration of any Renewal Term during which an Event of Nonappropriation occurs (which is not waived by the Trustee as provided in the Financing Agreement) or (2) a default under the Financing Agreement and an election by the Trustee to terminate the City's possessory interest under the Financing Agreement, the City's right of possession and use of the Leased Property under the Financing Agreement will expire or be terminated, as appropriate. See **"DEFINITIONS OF WORDS AND TERMS AND SUMMARIES OF CERTAIN LEGAL DOCUMENTS – SUMMARY OF THE FINANCING AGREEMENT - Events of Default Defined"** and **"- Remedies on Default"** in **Appendix C** hereto.

If the City's right of possession and use of the Leased Property under the Lease expires or is terminated for either of the reasons described in the preceding paragraph, (1) the City's obligation to make payments under the Financing Agreement will continue through the Renewal Term then in effect, but not thereafter; (2) the principal component of Lease Payments that have been appropriated but are then unpaid by the City for the City's then current Fiscal Year may be declared immediately due and payable; and (3) the Bonds will be payable from, among other sources, such money as may be available by way of recovery from the City of the Lease Payments that are due through the Renewal Term then in effect. If the Financing Agreement expires at the end of a Renewal Term without any extension for the next succeeding Renewal Term or if an event occurs as described above pursuant to which the Trustee terminates the City's right of possession of the Leased Property under the Financing Agreement, the Trustee may recover possession of the Leased Property and assign the Base Lease and its rights

thereunder or sublease the Leased Property pursuant to its rights under the Base Lease. The net proceeds of any assignment of the Base Lease or sublease of the Trustee's interest in the Leased Property, together with certain other money then held by the Trustee under the Indenture, are required to be used to pay the Bonds to the extent of such money.

Under the terms of the Financing Agreement, if the City elects to renew the Term of the Financing Agreement at the end of the Initial Term or any Renewal Term, it is obligated to budget, appropriate and set aside a portion of its general revenues derived from property taxes and other sources, which appropriation shall be sufficient to make the Lease Payments coming due during the ensuing Fiscal Year. The City is obligated to make Lease Payments to the Trustee on June 1 and December 1 during each Fiscal Year in which the Financing Agreement is in effect, which payments shall be sufficient to enable the Board to meet its obligation to pay the principal of, redemption premium, if any, and interest on the Bonds becoming due during such Fiscal Year (but only if the City elects to renew the Financing Agreement for each Renewal Term). THERE CAN BE NO ASSURANCE THAT THE CITY WILL APPROPRIATE FUNDS FOR LEASE PAYMENTS OR ADDITIONAL PAYMENTS OR RENEW THE FINANCING AGREEMENT AFTER THE INITIAL TERM OR ANY SUBSEQUENT RENEWAL TERM. NEITHER THE BONDS NOR THE FINANCING AGREEMENT CONSTITUTE A GENERAL OBLIGATION OR OTHER INDEBTEDNESS OF THE CITY, NOR A MANDATORY PAYMENT OBLIGATION IN ANY FISCAL YEAR SUBSEQUENT TO A FISCAL YEAR IN WHICH THE FINANCING AGREEMENT IS IN EFFECT. THE CITY IS NOT LEGALLY REQUIRED TO BUDGET OR APPROPRIATE MONEYS FOR ANY SUBSEQUENT FISCAL YEAR BEYOND THE CURRENT FISCAL YEAR.

The Indenture

Under the Indenture, the Board will pledge and assign to the Trustee, for the benefit of the Bondowners, (i) a leasehold interest in the Leased Property (which property includes City Hall and a Fire Station as more fully described herein) created pursuant to the Base Lease, (ii) all of its rights under the Financing Agreement, including all Lease Payments and Additional Payments and other amounts payable under the Financing Agreement (except for certain fees, expenses and advances and any indemnity payments payable to the Board), which Lease Payments and Additional Payments will be secured by an annual appropriation pledge of the City, and (iii) to the extent received by the Trustee, interest earnings, proceeds of insurance and condemnation awards, and proceeds of any assignment or sublease of the Board's interest in the Leased Property. See **"DEFINITIONS OF WORDS AND TERMS AND SUMMARIES OF CERTAIN LEGAL DOCUMENTS - SUMMARY OF THE INDENTURE"** in **Appendix C** hereto.

Additional Bonds

The Indenture provides for the future issuance of Additional Bonds on a parity with the Bonds and any other Additional Bonds then Outstanding under the Indenture. The City does not expect that Additional Bonds will be issued to fund project costs related to the Project. However, if such Additional Bonds were issued, they would be secured on a parity with the Bonds. See "**DEFINITIONS OF WORDS AND TERMS AND SUMMARIES OF CERTAIN LEGAL DOCUMENTS – SUMMARY OF THE INDENTURE - Additional Bonds"** in **Appendix C** hereto.

The Board from time to time may, in its sole discretion, at the written request of the City, authorize the issuance of Additional Bonds on a parity with the Bonds for the purposes and upon the terms and conditions provided in the Indenture; provided that (1) the terms of such Additional Bonds, the purchase price to be paid therefor and the manner in which the proceeds thereof are to be disbursed shall have been approved by a resolution adopted by the Board and an ordinance adopted by the City; (2) the

Board and the City shall have entered into a Supplemental Financing Agreement to acknowledge that Lease Payments are revised to the extent necessary to provide for the payment of the principal of, redemption premium, if any, and interest on the Additional Bonds and to extend the term of the Financing Agreement if the maturity of any of the Additional Bonds would otherwise occur after the expiration of the term of the Financing Agreement; and (3) the Board and the City shall have otherwise complied with the provisions of the Financing Agreement and the Indenture with respect to the issuance of such Additional Bonds.

The sole economic test for the issuance of Additional Bonds on a parity with the Bonds is whether the City is willing to commit its annual appropriation obligation to the repayment of the Lease Payments with respect to such Additional Bonds. **For this reason prospective investors should evaluate the likelihood that the City will continue to appropriate moneys sufficient to make Lease Payments under the Financing Agreement. The Bonds are not secured by any deed of trust, mortgage or other lien on either Project or any other facilities or property of the City.**

Potential Source of Revenues for Repayment

A portion of the proceeds of the Refunded Bonds were used to repay bond anticipation notes issued by the Board at the request of the City for the purpose of funding the acquisition of land for a development project in the City commonly known as "Branson Landing." Branson Landing is a mixed use commercial development that includes retail, condominium and hotel uses and is anchored by a Bass Pro store, a Belk department store, a Hilton Hotel and adjoins a City-owned convention center and a Hilton convention center hotel.

In 2004 and 2005, the Board issued an aggregate amount of $120,000,000 of its infrastructure facilities revenue bonds for the purpose of funding public improvement costs associated with Branson Landing, including the convention center (the "MDFB Bonds"). In addition, The Industrial Development Authority of the City of Branson, Missouri, issued $18,560,000 of bonds to fund a portion of the construction of the Bass Pro Store (the "IDA Bonds").

The MDFB Bonds are secured by certain tax increment financing ("TIF") revenues, tax revenues received by the City from the Branson Landing Project but not captured by TIF, subject to annual appropriation, lease payments from the Branson Landing developer and the City's general fund, also subject to annual appropriation (collectively, the "Branson Landing Revenues"). The IDA Bonds are secured by a limited pledge of a portion of the Branson Landing Revenues.

The documents authorizing the issuance of the MDFB Bonds and the IDA Bonds provide that, on a semiannual basis, if there are remaining Branson Landing Revenues after payment of debt service on the MDFB Bonds and the IDA Bonds, those revenues may be applied to the Refunded Bonds (and, consequently, the Bonds). However, because Branson Landing Revenues have been less than originally projected, the Branson Landing Revenues, after payment of the MDFB Bonds and the IDA Bonds, have been insufficient to fund debt service payments on the Refunded Bonds and the City currently projects that the same will be true with respect to the Bonds.

As a result, in the past the City has utilized its General Fund as well as revenues from its Transportation Sales Tax and Tourism Tax, all on an annual appropriation basis, to pay principal of and interest on the Refunded Bonds.

Based on current projections the City anticipates that Branson Landing Revenues will continue to be materially less than the amount of debt service on the Bonds. In addition, only a portion of the costs associated with Branson Landing were allocable to costs that can be funded from the Transportation Sales

Tax and the Tourism Tax. Consequently, the City anticipates in future years that material amounts of the debt service for the Bonds will need to come from the City's General Fund, subject to annual appropriation.

For these reasons prospective investors should not rely upon available Branson Landing Revenues after repayment of the MDFB Bonds and the IDA Bonds as a source of repayment of the Bonds, but should instead evaluate the likelihood that the City will continue to appropriate moneys from its General Fund sufficient to make Loan Payments under the Financing Agreement.

BONDOWNERS' RISKS

The following is a discussion of certain risks that could affect payments to be made by the City with respect to the Bonds. Such discussion is not, and is not intended to be, exhaustive and should be read in conjunction with all other parts of this Official Statement and should not be considered as a complete description of all risks that could affect such payments. Prospective purchasers of the Bonds should analyze carefully the information contained in this Official Statement, including the Appendices hereto, and additional information in the form of the complete documents summarized herein and in Appendix C, copies of which are available as described herein.

General

The Bonds are limited obligations of the Board payable by the Board solely from payments to be made by the City pursuant to the Financing Agreement and from certain other funds held by the Trustee under the Indenture. No representation or assurance can be given that the City will realize revenues in amounts sufficient to make such payments under the Financing Agreement.

Risk Factors Relating to the City's Obligations to Make Lease Payments

General. All payments by the City under the Financing Agreement are subject to annual appropriation.

Risk of Non-Appropriation. The City's obligation to make Lease Payments under the Financing Agreement is subject to annual appropriation. Although the City has covenanted to request annually that the appropriation of the Lease Payments be included in the budget submitted to the Board of Aldermen for each fiscal year, there can be no assurance that such appropriation will be made, and the City is not legally obligated to do so.

Value of the Leased Property; Assignment or Sublease of the Leased Property. The principal amount of the Bonds exceeds the estimated value of the Leased Property, as further described under the caption **"THE LEASED PROPERTY – Leased Property"** herein. If the Financing Agreement expires at the end of a Renewal Term without any extension for the next succeeding Renewal Term or if an event occurs pursuant to which the Trustee terminates the City's right of possession of the Leased Property under the Financing Agreement, the Trustee may recover possession of the Leased Property and assign the Base Lease and its rights thereunder or sublease the Leased Property pursuant to its rights under the Base Lease. The net proceeds of any assignment of the Base Lease or sublease of the Trustee's interest in the Leased Property are required to be used to pay the Bonds to the extent of such money. While the Leased Property consists of property which is essential to its governmental functions (i.e., City Hall, the police department, administrative services, city clerk's offices and a fire station), the City is not obligated to extend the Financing Agreement for succeeding Renewal Terms. **Due to the nature and value of the Leased Property, until such time as a significant portion of the Bonds are paid, the Trustee will not**

be able to relet or assign its interest in the Leased Property for the amount necessary to pay in full the principal and interest components of the Lease Payments then due with respect to the Bonds. Furthermore, no assurance can be given when any amount might be realized.

General Fund Revenues. If Incremental Tax Revenues are insufficient to pay debt service on the Bonds, any deficiencies would need to be made up from moneys in the City's General Fund, subject to annual appropriation by the City.

For the fiscal year ending December 31, 2011, approximately 70.2% of the General Fund ($10,049,207) is expected to be spent for personnel costs – salaries, wages and benefits. Any appropriations from the General Fund to pay debt service on the Bonds is likely to result in reductions to salaries, wages and benefits. Such reductions could be very difficult to implement and may impact the City's decision of whether to continue to support the payment of debt service on the Bonds by continuing its annual appropriation pledge.

See **"THE CITY'S GENERAL FUND"** and **"SECURITY AND SOURCES OF PAYMENT FOR THE BONDS - Potential Source of Revenues for Repayment**" herein, **"APPENDIX A – INFORMATION CONCERNING THE CITY OF BRANSON, MISSOURI – THE CITY,"** and **"-FINANCIAL INFORMATION CONCERNING THE CITY."**

No Tax Pledge. The City intends to satisfy its obligation to make Lease Payments under the Financing Agreement primarily out of revenues generated by sales, tourism and transportation taxes and from surplus funds in the City's General Fund. Purchasers of the Bonds should be aware, however, that such sales, tourism and transportation or General Fund revenues are not pledged to the payment of the Bonds.

Risks Associated with Tourism Industry. Economic activity in the City is heavily dependent upon the tourism industry. Over half of the tax revenues collected per year in the City are Tourism Tax revenues and Sales Tax revenues. The majority of these taxes are collected on ticketed attractions (i.e. music theater tickets, theme park tickets), overnight accommodations and food and beverages. The generation of Tourism Tax and Sales Tax are affected by a number of factors, many of which are beyond the control of the City. The tourism industry is cyclical and can be adversely affected by changes in the economy, travel costs, competition, safety considerations, seasonality and changes in traveler vacation patterns. These factors potentially impact occupancy rates of overnight accommodations, consumption of food and beverages and sales of tickets to ticketed events. Fluctuations in these factors may adversely affect the amount and timing of amounts available for appropriation by the City which are necessary to make Lease Payments under the Financing Agreement.

A significant majority of the City's visitors arrive by automobile and motor coach. Factors which adversely impact automobile and motor coach transportation, such as fuel shortages or increases in the cost of fuel, could adversely impact the City. Many of the attractions in the City are musical theaters, theme parks and other entertainment and amusement activities. A significant decline in the popularity of such activities could have an adverse impact on the tourism industry in the City.

Other Factors. The City intends to satisfy its obligation to make Lease Payments under the Financing Agreement primarily out of revenues generated by sales, tourism and transportation taxes and from surplus funds in the City's general fund. Purchasers of the Bonds should be aware, however, that one or more of the following factors or events could adversely affect the City's operations and financial performance to an extent that cannot be determined at this time:

1. *Future Economic Conditions*. Adverse economic conditions or changes in demographics in the City, including increased unemployment and inability to control expenses in periods of inflation, could adversely impact the City's financial condition.

2. *Insurance Claims*. Increases in the cost of general liability insurance coverage and the amounts paid in settlement of liability claims not covered by insurance could adversely impact the City's financial condition.

3. *Environmental Hazards*. The City has covenanted in the Financing Agreement to comply with all applicable environmental laws. No environmental studies have been performed with respect to the Leased Property. The City is not aware of any environmental condition at the Leased Property that requires any present remedial action. The discovery of such a condition may adversely affect the City's willingness to renew the Financing Agreement after the expiration of the Initial Term or any Renewal Term.

Possible Additional Bonds

Initially the Bonds will be the only indebtedness secured under the Indenture by the Leased Property and the City's annual appropriation. The Indenture provides for the future issuance of Additional Bonds which, if issued, would rank on par with the Bonds and any other Additional Bonds then outstanding under the Indenture. Neither the Indenture nor the Financing Agreement contains any terms, covenants or conditions which limit the ability of the City to issue such Additional Bonds. The City does not currently expect that Additional Bonds will be issued to fund project costs but will continue to evaluate refunding opportunities. Any refunding bonds would be issued as Additional Bonds. The future issuance of any such Additional Bonds could have an impact on the ability of the City to pay debt service on the Bonds and could increase the amount of the difference between the total amount of Bonds Outstanding and the value of the Leased Property. See **"THE LEASED PROPERTY – Leased Property"** herein.

Loss of Premium Upon Early Redemption

Purchasers of those maturities of the Bonds sold at a price in excess of their principal amount should consider the fact that the Bonds are subject to redemption at a redemption price equal to their principal amount plus accrued interest under certain circumstances. See "**THE BONDS – Redemption."**

Determination of Taxability

The interest rates on the Bonds are not subject to adjustment in the event of a determination by the Internal Revenue Service or a court of competent jurisdiction that the interest paid or to be paid on any Bond is or was includible in the gross income of the owner of a Bond for federal income tax purposes. Such determination may, however, result in a breach of the Board's tax covenants set forth in the Indenture which may constitute an event of default under such Indenture. It may be that Bondowners would continue to hold their Bonds, receiving principal and interest as and when due, but would be required to include such interest payments in gross income for federal income tax purposes.

Enforcement of Remedies

The enforcement of the remedies in the Indenture and the Financing Agreement may be limited or restricted by federal or state laws or by the application of judicial discretion, and may be delayed in the event of litigation to enforce the remedies. State laws concerning the use of assets of political subdivisions and federal and state laws relating to bankruptcy, fraudulent conveyances, and rights of creditors may affect

the enforcement of remedies. Similarly, the application of general principles of equity and the exercise of judicial discretion may preclude or delay the enforcement of certain remedies. The legal opinions to be delivered with the delivery of the Bonds will be qualified as they relate to the enforceability of the various legal instruments by reference to the limitations on enforceability of those instruments under (1) applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights, (2) general principles of equity, and (3) the exercise of judicial discretion in appropriate cases.

Amendment of Indenture

Certain amendments to the Indenture and the Financing Agreement may be made without the consent of or notice to the registered owners of the Bonds. Such amendments may adversely affect the security for the Bonds.

Branson Airport Pay for Performance Agreement

In 2006, the City entered into an agreement (the "Pay for Performance Agreement") with Branson Airport, LLC ("BA"), related to a contribution from the City for deplaning passengers at the Branson Airport (the "Airport"), which is located in Taney County, Missouri. The agreement states that, subject to annual appropriation, the City will pay to BA $8.24 per passenger for certain inbound passengers deplaning at the Airport.

The Pay for Performance Agreement was amended in 2010 to provide that any payments made would go directly to the Branson, Missouri Regional Airport Transportation Development District (the "TDD"). The TDD issued bonds to fund construction of the airport. The agreement as amended provides that the TDD will cause moneys received under the agreement to be used for debt service on such bonds. The maximum amount payable under the Pay for Performance Agreement by the City is $2,000,000 per calendar year, subject to annual appropriation. Statements are submitted to the City twice per year, in approximately April and October.

To maintain a targeted 30% operating reserve in its general fund, the City did not appropriate funds to make payments under the Pay for Performance Agreement during the process of adopting its FY 2010 budget. However the City subsequently amended its budget for FY 2010 to bring all payments up to date with payments in approximately July and December 2010, which amounts totaled $409,918.57. For FY 2011, the City again initially did not budget funds for any payments but subsequently amended the budget earlier this year to pay the April statement in the amount of $327,770.72. Although no more funds are currently budgeted for FY 2011 as of the date hereof, the City will consider an amendment to pay the October statement when it is received.

LITIGATION

The Board

There is not now pending or, to the knowledge of the Board, threatened any litigation against the Board seeking to restrain or enjoin the issuance or delivery of the Bonds, or questioning or affecting the validity of the Bonds or the proceedings of the Board under which they are to be issued, or which in any manner questions the right of the Board to enter into the Indenture or the Financing Agreement or to secure the Bonds in the manner provided in the Indenture or the Act.

The City

There is not now pending or, to the knowledge of the City, threatened any litigation against the City seeking to restrain or enjoin the issuance or delivery of the Bonds by the Board, or questioning or affecting the validity of the Bonds or the proceedings of the Board under which they are to be issued, or which in any manner questions the right of the Board's right to enter into the Indenture or the Financing Agreement or to secure the Bonds in the manner provided in the Indenture, the Act or the City's right to enter into the Financing Agreement.

LEGAL MATTERS

Certain legal matters incident to the authorization and issuance of the Bonds by the Board are subject to the approval of Gilmore & Bell, P.C., Kansas City, Missouri, Bond Counsel, whose approving opinion will be delivered with the Bonds. Certain legal matters will be passed upon for the City by William Duston, City Attorney. Certain legal matters will be passed upon for the Board by its counsel, Gilmore & Bell, P.C., Kansas City, Missouri. Certain legal matters relating to the Official Statement will be passed upon for the City and the Underwriter by Gilmore & Bell, P.C., Kansas City, Missouri.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to such transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

TAX MATTERS

General

The following is a summary of the material federal and State of Missouri income tax consequences of holding and disposing of the Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Missouri, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Bonds.

Opinion of Bond Counsel Regarding the Series 2011A Bonds

In the opinion of Gilmore & Bell, P.C., Bond Counsel, under the law existing as of the issue date of the Series 2011A Bonds:

Federal and State of Missouri Tax Exemption. The interest on the Series 2011A Bonds (including any original issue discount properly allocable to an owner thereof) is (1) excludable from gross income for federal income tax purposes and (2) exempt from income taxation by the State of Missouri.

Alternative Minimum Tax. The interest on the Series 2011A Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax imposed on individuals and corporations, but is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations.

Bank Qualification. The Series 2011A Bonds have not been designated as "qualified tax-exempt obligations" for purposes of Section 265(b) of the Code.

Bond Counsel's opinions are provided as of the date of the original issue of the Bonds, subject to the condition that the Board and the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Board and the City have covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Bonds but has reviewed the discussion under the heading "TAX MATTERS."

Other Tax Consequences to Owners of the Series 2011A Bonds

Original Issue Discount. For federal income tax purposes, original issue discount ("OID") is the excess of the stated redemption price at maturity of a Series 2011A Bond over its issue price. The issue price of a Series 2011A Bond is the first price at which a substantial amount of the Series 2011A Bonds of that maturity have been sold (ignoring sales to bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents, or wholesalers). Under Section 1288 of the Code, OID on tax-exempt bonds accrues on a compound basis. The amount of OID that accrues to an owner of a Series 2011A Bond during any accrual period generally equals (1) the issue price of that Series 2011A Bond, plus the amount of OID accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that Series 2011A Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that Series 2011A Bond during that accrual period. The amount of OID accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner's tax basis in that Series 2011A Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of OID.

Original Issue Premium. If a Series 2011A Bond is issued at a price that exceeds the stated redemption price at maturity of the Series 2011A Bond, the excess of the purchase price over the stated redemption price at maturity constitutes "premium" on that Series 2011A Bond. Under Section 171 of the Code, the purchaser of that Series 2011A Bond must amortize the premium over the term of the Series 2011A Bond using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the owner's basis in the Series 2011A Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner. This will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Series 2011A Bond prior to its maturity. Even though the owner's basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.

Federal Income Tax Consequences to Owners of the Series 2011B Bonds

Series 2011B Bonds. Interest on the Series 2011B Bonds is includable in gross income for federal income tax purposes in accordance with the owner's normal method of accounting.

No Opinion. Bond Counsel is not rendering any opinion to owners of the Series 2011B Bonds regarding the treatment of interest on the Series 2011B Bonds for federal income tax purposes. Purchasers of Series 2011B Bonds should consult their tax advisors in determining the federal income tax consequences to them of the purchase, ownership, and disposition of a Series 2011B Bond, as well as any tax consequences arising under the laws of a state or other taxing jurisdiction.

Opinion of Bond Counsel Regarding the Series 2011B Bonds

State of Missouri Tax Exemption. In the opinion of Gilmore & Bell, P.C., Bond Counsel, under the law existing as of the issue date of the Series 2011B Bonds, the interest on the Series 2011B Bonds is exempt from income taxation by the State of Missouri.

Other Tax Consequences to Owners of the Series 2011B Bonds

Original Issue Discount. For federal income tax purposes, original issue discount ("OID") is the excess of the stated redemption price at maturity of a Series 2011B Bond over its "issue price," defined as the first price at which a substantial amount of the Series 2011B Bond of that maturity have been sold (ignoring sales to bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents, or wholesalers). If the OID on a Series 2011B Bond is more than a *de minimis* amount (generally 1/4% of 1% of the stated redemption price at maturity of the Series 2011B Bond multiplied by the number of complete years to its maturity date), then that Series 2011B Bond will be treated as issued with OID (an "OID Bond"). The amount of OID that accrues to an owner of an OID Bond during any accrual period generally equals (1) the issue price of that OID Bond, plus the amount of OID accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that OID Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that OID Bond during that accrual period. The amount of OID accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be included in gross income for federal income tax purposes, and will increase the owner's tax basis in that OID Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of OID.

Original Issue Premium. If a Series 2011B Bond is purchased at a price that exceeds the stated redemption price of the Series 2011B Bond at maturity, the excess of the purchase price over the stated redemption price at maturity constitutes premium on the Series 2011B Bond, and that Series 2011B Bond is referred to in this discussion as a "Taxable Premium Bond." Under Section 171 of the Code, the purchaser of a Taxable Premium Bond may elect to amortize the premium over the term of the Taxable Premium Bond using constant yield principles, based on the purchaser's yield to maturity. An owner of a Taxable Premium Bond amortizes bond premium by offsetting the qualified stated interest allocable to an accrual period with the bond premium allocable to that accrual period. This offset occurs when the owner takes the qualified stated interest into income under the owner's regular method of accounting. If the premium allocable to an accrual period exceeds the qualified stated interest for that period, the excess is treated by the owner as a deduction under Section 171(a)(1) of the Code. As premium is amortized, the owner's basis in the Taxable Premium Bond will be reduced by the amount of amortizable premium

properly allocable to the owner. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.

Other Federal Income Tax Consequences to Owners of All Bonds

Sale, Exchange or Retirement of Bonds. Upon the sale, exchange or retirement (including redemption) of a Bond, an owner of the Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property received on the sale, exchange or retirement of the Bond (other than in respect of accrued and unpaid interest) and such owner's adjusted tax basis in the Bond. To the extent a Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Bond has been held for more than 12 months at the time of sale, exchange or retirement.

Reporting Requirements. In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the Bonds, and to the proceeds paid on the sale of the Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

Collateral Federal Income Tax Consequences. Prospective purchasers of the Bonds should be aware that ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Bonds, including the possible application of state, local, foreign and other tax laws.

RATING

Standard & Poor's Ratings Services, a division of The McGraw Hill Companies, Inc., has given the Bonds the rating shown on the cover page of this Official Statement. Such rating reflects only the view of Standard & Poor's, and any further explanation of the significance of such rating may be obtained only from the rating agency. The rating does not constitute a recommendation by the rating agency to buy, sell or hold any bonds, including the Bonds. There is no assurance that any rating when assigned to the Bonds will continue for any period of time or that it will not be revised or withdrawn. A revision or withdrawal of the rating when assigned to the Bonds may have an adverse affect on the market price of the Bonds.

VERIFICATION OF MATHEMATICAL COMPUTATIONS

Upon delivery of the Bonds, Robert Thomas CPA, LLC, Shawnee Mission, Kansas, a firm of independent certified public accountants, will deliver a report verifying the mathematical accuracy of certain computations relating to (a) the adequacy of the maturing principal amount of the securities held

in the Escrow Fund, interest earned thereon and certain uninvested cash to pay the principal of and interest on the Refunded Bonds (as described under the caption "**PLAN OF FINANCING - Refunding of the Refunded Bonds**"), and (b) the mathematical computations supporting the conclusion that the Series 2003A Bonds are not "arbitrage bonds" under Section 148 of the Code. Such verification of the accuracy of the computations will be based upon information supplied by the representative of the Underwriters and on interpretations of the Code provided by Bond Counsel.

FINANCIAL STATEMENTS

Audited financial statements of the City for the fiscal year ended December 31, 2010 excerpted from the City's Comprehensive Annual Financial Report are included in **Appendix B** to this Official Statement. The financial statements for the fiscal year ended December 31, 2010 have been audited by Cochran Head Vick & Co., P.C., independent certified public accountants, to the extent and for the periods indicated in their report which is also included in **Appendix B** hereto.

CONTINUING DISCLOSURE

The City will execute a Continuing Disclosure Agreement with respect to ongoing disclosure which will constitute the written understanding for the benefit of the owners of the Bonds required by Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. A summary of the Continuing Disclosure Agreement is included in **Appendix C**.

UNDERWRITING

The Bonds are being purchased by Piper Jaffray & Co. (the "Underwriter"). The Underwriter has agreed to purchase the Bonds pursuant to a bond purchase agreement entered into by and among the Board, the City and the Underwriter. The bond purchase agreement provides that the Underwriter will purchase the Bonds at a purchase price of $_____ (which represents an underwriter's discount of $_____ and a net reoffering premium of $_____). In addition, the bond purchase agreement provides, among other things, that the Underwriter will purchase all of the Bonds, if any are purchased. The Underwriter reserves the right to join with dealers and other underwriters in offering the Bonds to the public. The City has agreed in the bond purchase agreement to indemnify the Underwriter against certain liabilities. The obligations of the Underwriter to accept delivery of the Bonds are subject to various conditions contained in the bond purchase agreement.

The Underwriter and Pershing LLC, a subsidiary of The Bank of New York Mellon Corporation, entered into an agreement (the "Agreement") which enables Pershing LLC to distribute certain new issue municipal securities underwritten by or allocated to the Underwriter, including the Bonds. Under the Agreement, the Underwriter will share with Pershing LLC a portion of the fee or commission paid to the Underwriter.

MISCELLANEOUS

The references herein to the Act, the Indenture, the Financing Agreement and the Continuing Disclosure Agreement are brief outlines of certain provisions thereof and do not purport to be complete. For full and complete statements of the provisions thereof, reference is made to the Act, the Indenture, the Financing Agreement and the Continuing Disclosure Agreement. Copies of such documents are on file at

the offices of the Underwriter and following delivery of the Bonds will be on file at the office of the Trustee.

The agreement of the Board with the owners of the Bonds is fully set forth in the Indenture, and neither any advertisement of the Bonds nor this Official Statement is to be construed as constituting an agreement with the purchasers of the Bonds. Statements made in this Official Statement involving estimates, projections or matters of opinion, whether or not expressly so stated, are intended merely as such and not as representations of fact.

The Cover Page hereof and the Appendices hereto are integral parts of this Official Statement and must be read together with all of the foregoing statements.

The execution and delivery of this Official Statement has been duly authorized by the City, and its use has been approved by the Board.

CITY OF BRANSON, MISSOURI

By: _____
Mayor

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APPENDIX A

INFORMATION CONCERNING THE CITY OF BRANSON, MISSOURI

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APPENDIX A

INFORMATION CONCERNING THE CITY OF BRANSON, MISSOURI

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INFORMATION CONCERNING THE CITY OF BRANSON, MISSOURI

General

The City of Branson is the economic center of the Branson/Lakes Area located in the heart of the Ozark mountains, 35 miles south of Springfield in southwest Missouri. The Branson/Lakes Area encompasses three lakes: Table Rock Lake, Lake Taneycomo and Bull Shoals Lake. These lakes collectively include 1,507 miles of shoreline and cover 116,420 acres and are known for prize-winning fishing and recreational activities. Tourism is the Branson/Lakes Area's chief industry. Situated in the heart of America and within an eight hour drive of nearly 33% of the U.S. population, Branson and the Tri-Lakes Area attracted millions of visitors in 2010 who contributed well over a billion dollars into the local economy.

Factors which contribute to the economy of the Branson/Lakes Area, both directly and indirectly, include the following:

1. Now called *America's Live Entertainment Capital*, Branson is now the home to 50 music theaters with 46,624 seats that conduct live performances with a variety of music available including country, pop, gospel, bluegrass, western, rock-n roll, classical jazz and Broadway. There are also comedy, magic, Irish dancing and variety performances to provide visitors with a wide array of entertainment choices.

2. The Branson/Lakes Area is home to three scenic lakes offering boating, swimming, skiing, sailing, sunning, scuba diving, parasailing, jet skiing and sightseeing. While the lakes all offer great fishing for novice and professional anglers, each has its specialty. Table Rock Lake offers world-class bass fishing. Lake Taneycomo, with its cold waters, offers superb trout fishing. Bull Shoals Lake is also an anglers' paradise, especially for tournament bass fishing.

3. Three large area theme parks draw millions of visitors. These parks provide a venue for visitors of all ages. They feature crafters and artists, rides and amusements, live comedy and drama, many dining places, dozens of musicians and music shows, and water attractions such as wet rides and wave pools.

4. Antique shops, craft villages and arts and crafts malls offer hand-crafted works, while malls, shopping centers and the City's central business district provide a full range of contemporary goods.

5. More than 14,000 units are available in Branson motels, hotels, resorts, bed and breakfast inns and condominiums. The number of lodging facilities is 139.

6. The City placed #2 in the top 50 motorcoach destinations for 2010 according to National Motorcoach Network. The City's consistent high ranking in the survey earned the City the title "Top Motorcoach Destination of the Decade" in 2000, a testament to the City's product, hospitality and service. However, as the baby-boomer generation emerges, an increasing number of visitors are now flying into the area each year.

7. The City is also known as a top community for retired persons. In March 2003, Bassmaster magazine listed Branson as one of the nine top retirement fishing hot spots in the country.

8. The latest addition to the tourism industry is zip-lining. You can zip at speeds exceeding 50 mph from the top of Inspirational Tower at Shepherd of the Hills; see the Branson sights from tree-top heights right in the heart of Branson, or take an eco-adventure tour of the Ozark Mountains north of Branson right off Highway 65.

Size and Location

The City has an incorporated boundary of over 20 square miles and is located approximately 35 miles south of Springfield, Missouri via U.S. Highway 65 in Taney County.

The following table sets forth a history of the population of the City:

Year	City Population [1]	% Increase from Prior Decade
1970	2,175	n/a
1980	2,550	17%
1990	3,706	45
2000	6,050	63
2010	10,520	74

[1] U.S. Census Bureau, Missouri Department of Economic Development and City

Government and Organization of the City

The City was organized on April 1, 1912, and is operated as a council/administrator form of government. The governing body of the City is the Board of Aldermen which is comprised of six Aldermen and a Mayor. Aldermen are each elected to two year terms and the Mayor is elected for a term of two years.

Name	Position
Raeanne Presley	Mayor
Mike Booth	Alderman
Bob Simmons	Alderman
Cris Bohinc	Alderman
Patrick Parnell	Alderman
Rick Davis	Alderman
Rick Todd	Alderman

Among the City administrative officers are City Administrator Dean Kruithof, Finance and Personnel Director Lori Helle, City Attorney William Duston, and City Clerk Lisa Westfall.

Educational Facilities

The Branson R-IV School District encompasses the entire City. The School District currently is accredited by the State Department of Elementary and Secondary Education. The School District currently has four elementary schools, one junior high school and one high school. The current total enrollment of the School District is approximately 4,379 students.

The College of the Ozarks, a private four year college operated by the Presbyterian Church, is located adjacent to the City and has a current enrollment of approximately 1,500 students. Additionally, Drury University which is located in Springfield, Missouri, approximately 35 miles from the City, offers evening classes to residents of the City. Missouri State University is located in Springfield, Missouri and has an enrollment of approximately 23,092 students.

Medical Services

Skaggs Community Health Center is a 165-bed not-for-profit institution located in the City, which provides services in the areas of family practice, internal medicine, general practice, general surgery, emergency, neurology, radiology, ophthalmology, orthopedic surgery, cardiac surgery, oncology, urology and pathology.

Nursing and long term care centers located in the area include Culpepper Place and Golden Living Center of Branson. Oaks Retirement Community is a retirement home, not a nursing home; however medical care is available seven days a week through a home health care company.

Ambulance service is provided for the City by the Taney County Ambulance District, which is a separate taxing jurisdiction supported by its own county-wide sales tax.

Transportation

U.S. Highway 65, a north-south highway, is the main route to the City with over 80% of motorists coming from the north. Highway 65 is a divided four lane highway from Springfield, Missouri.

The Springfield/Branson National Airport (SGF) is 42 miles from Branson and provides service to southwest Missouri with four airlines offering daily non-stop jet service to eleven major hubs throughout the United States.

The Taney County Airport, a general aviation airport with a 3,738-foot runway, is located one mile south of Branson.

The first privately financed and operated commercial airport in the country began operations in the Branson area in the spring of 2009. Branson Regional Airport, located south of the city, has a 7,140-foot runway to accommodate all types of commercial aircraft, making Branson even more accessible. AirTran Airways, Frontier Airlines and Branson AirExpress offer flights from the airport. Enterprise Rent-a-Car, National and Alamo are the on-site providers for rental cars at the Branson Airport.

Union Pacific Railroad owns the railroad tracks in Branson, although there are no freight stops by any freight train in Branson. General passenger service is not available. A sightseeing passenger rail service provides passenger trips into the Ozark Mountains and is located downtown within the historic district and adjacent to Branson Landing.

Community Services

City residents enjoy numerous municipal services, including the following:

Parks and Recreation: The City has a full time park director and staff maintaining 16 city parks, including a fully equipped RV park on the banks of Lake Taneycomo. Some parks are lighted for evening softball, tennis or use of the playground equipment; others are acres of trees and grassy areas for quiet enjoyment. The RV park has 180 full hookup sites, cable TV, free Wi-Fi, three fishing docks, one boat ramp, restrooms and showers and is open year-round. Lakeside Forest Wilderness Area features 130 acres and overlooks Lake Taneycomo. Some of its features are trails, a waterfall and a cave. The trails range from mild to strenuous and have geo caches hidden in the park. RecPlex is Branson's 42- acre state-of-the-art sports and recreation center complex in Branson Hills which combines fitness, recreation, aquatics park and organized athletics at one convenient location. The 44,000 square foot recreation center features two gymnasiums, a fitness center, indoor track, locker rooms, community rooms, game rooms and concession area. Outside the recreation center is a 12,000 square foot aquatics center featuring a zero-depth entry leisure pool, water slides, lap lanes, diving well and a shaded picnic area.

Golf Courses: There are 13 golf courses currently open in the Branson/Lakes Area. Golfing is one of the fastest growing interests of vacationers.

Police Protection and Service: The Branson Police Department, comprised of 44 full-time officers, 12 dispatchers, three office assistants, and one parking control officer, serves the community 24 hours a day in all areas of investigations, patrol, traffic, jail, communications and records. All officers are certified under the

Missouri Police Officers Training Act with a majority of the officers having been trained at the Missouri Highway Patrol Law Enforcement Academy.

Fire Protection: The Branson Fire Department is comprised of 37 full-time career fire fighters and two office assistants, operating from three fire stations and staffing two engines and a ladder company. Each fire fighter is trained within the department and attends seminars in basic fire fighting, hazardous chemical spills, L.P. gas emergencies, arson control, and investigation.

Community Center: The Branson Community Center is used for a wide range of activities, such as a senior lunch program and other programs, including dancing, crafts, card playing and club meetings. Classrooms and the large community hall are available to rent for private use such as wedding receptions, family reunions, dances and meetings.

Libraries: The Taneyhills Community Library, a non-tax supported facility, is supported by fund raising efforts of the Taneyhills Library Club, Inc. and voluntary contributions from area residents. The College of the Ozarks' Lyons Memorial Library is a vital part of the four year liberal arts college education program and residents of the City may acquire a library card to the facility.

Shopping: Visitors consistently rank shopping among the most popular activities of the area. The City is home to three outlet malls (with more than 200 retailers represented) as well as the Grand Village and other unique shopping areas. Historic Downtown Branson is also a shopper's delight with several boutiques and specialty stores. Branson's newest landmark, Branson Landing, is a $420 million, 95-acre development along Lake Taneycomo blending more than 100 retail shops with dining, luxury lodging, river walk, town square, marinas and nightlife into a dynamic waterfront setting.

Major Employers and Taxpayers

The following are the Branson/Lakes Area's ten largest employers by numbers of employees as of December 31, 2010:

Employers	Product/Service	Number of Employees
Herschend Family Entertainment**	Theme Parks	1,993
Skaggs Community Health Center	Hospital	1,064
Branson R-IV Public Schools	Education	650
Big Cedar Lodge*	Lodging	550
Wal-Mart (two stores)	Retail	515
Taney County	Government	297
Wyndham Vacation Resorts	Lodging	272
College of the Ozarks*	Education	266
City of Branson	Government	254
Hilton Hotels/Convention Ctr.	Lodging	230

Source: Branson Department of Public Relations; MERIC (Missouri Economic Research and Information Center)
*Not located in the City limits.
**A portion of the employees of Herschend Family Entertainment work outside the City limits, including those at Silver Dollar City theme park.

The following are the City's ten largest real property taxpayers according to the 2010 assessed valuation:

Taxpayers	Product/Service	Assessed Valuation	Percentage of Total Assessed Value
Sight & Sound Ministries	Theater	$9,893,890	2.05%
Chateau on the Lake	Lodging	7,912,380	1.64
Tanger Properties	Retail	6,127,750	1.27
BLH Development	Condominiums	4,950,080	1.02
Radisson Hotel	Lodging	4,178,350	0.86
Wal-Mart	Retail	3,888,020	0.80
Factory Merchants Mall	Retail	3,779,880	0.78
Branson's Magical Mansion	Theater	3,354,640	0.69
Branson Meadows Mall	Retail	3,312,000	0.69
Grand Palace	Theater	3,086,770	0.64
Total		$50,483,760	10.44%

Source: Taney County Assessor

Unemployment Rate

The following is an estimate of the overall unemployment rates in the Branson Micropolitan area and the County for the past five years:

Year	City Unemployment Rate	Taney County Unemployment Rate
2007	6.6%	6.7%
2008	7.7	7.7
2009	12.0	12.0
2010	12.5	12.6
2011*	13.3	13.8

Source: MERIC (Missouri Economic Research and Information Center); Bureau of Labor Statistics
* Figures are as of August, 2011

Tourism and Construction Growth

The following table sets forth the estimated number of restaurant/dinner theater seats, theater seats, lodging rooms and hotels/motels in the City as of January 1, of the years indicated:

	2005	2006	2007	2008[2]	2009	2010
Restaurant Seats[1]	35,266	38,018	38,813	36,325	28,824	28,824
Theater Seats	57,623	60,317	59,757	50,046	41,209	46,624
Lodging Rooms	17,904	18,578	18,808	16,260	16,000	14,394
Hotels/Motels	205	208	207	168	168	147

Source: City of Branson.
[1] Includes dinner theater seats
[2] 2008 figures for Lodging Rooms and Hotels/Motels reflect a change in the data collection methodology. Beginning in 2008, the numbers only reflect businesses where tourism tax can be collected (excluding campsites and inactive businesses).

Building Permits

The City has experienced dramatic growth in tourism and related construction between 1990 and the current year. Reflecting growth in tourist-related accommodations, the following table sets forth the estimated value of residential and commercial building permits issued by the City for the last eleven (11) years.

Additionally, there have been significant tourist related construction projects in unincorporated portions of the County during the same eleven (11) year period. The growth in tourism and related construction has greatly increased the tax revenues of the City, particularly sales tax revenues. However, tourism growth has also placed a significant strain on the City's infrastructure. This pressure has caused the City to take steps to provide infrastructure improvements necessary to accommodate the growth.

Building Permits

Year	Estimated Value
2000	$61,405,498
2001	41,359,191
2002	60,574,831
2003	61,408,217
2004	76,553,018
2005	171,583,850
2006	215,976,736
2007	121,114,363
2008	101,916,348
2009	53,394,478
2010	27,708,511

Property Tax Assessment Procedures

All taxable real and personal property within the City is assessed annually by the County Assessor. Missouri law requires that real property be assessed at the following percentages of true value:

Residential real property	19%
Agricultural and horticultural real property	12%
Utility, industrial, commercial, railroad and all other real property	32%

A general reassessment of real property occurred statewide in 1985. In order to maintain equalized assessed valuations following this reassessment, the Missouri General Assembly adopted a maintenance law in 1986. Beginning January 1, 1987, and every odd-numbered year thereafter, each County Assessor must adjust the assessed valuation of all real property located within his or her county in accordance with a two-year assessment and equalization maintenance plan approved by the State Tax Commission.

The assessment ratio for personal property is generally 33-1/3% of true value. However, subclasses of tangible personal property are assessed at the following assessment percentages: grain and other agricultural crops in an unmanufactured condition, 1/2%; livestock, 12%; farm machinery, 12%; historic motor vehicles, 5%; and poultry, 12%.

The County Assessor is responsible for preparing the tax roll each year and for submitting the tax roll to the Board of Equalization. The County Board of Equalization has the authority to adjust and equalize the values of individual properties appearing on the tax rolls.

Current Assessed Valuation

The following table shows the total assessed valuation, by category of all taxable tangible property situated in the City, as of the January 1 assessments for the following years:

City's Fiscal Year	Tax Year	Real Estate	Utilities	Personal Property	Total Assessed Valuation	Assessed Valuation of TIF Property[1]	Assessed Valuation Net of TIF
2008	2007	$408,795,468	$3,321,612	$57,051,416	$469,168,496	$20,974,040	$448,194,456
2009	2008	442,815,442	4,027,526	58,557,491	505,400,459	54,988,310	450,412,149
2010	2009	471,836,216	5,289,497	57,999,090	535,124,803	53,339,810	481,784,993
2011	2010	480,502,053	4,497,848	54,913,623	539,913,524	54,051,655	485,861,869
2012	2011	470,411,048	4,827,280	53,151,099	528,389,427	51,955,410	476,434,017

Source: Taney County Clerk

[1] Revenues attributable to certain amounts of assessed valuation for the taxable tangible property situated in the City are captured by Tax Increment Financing. See "Tax Increment Financing" below.

[2]Total estimated actual value including TIF Property for fiscal year 2012 is estimated by the County at $1,970,645,859.

Ad Valorem Tax Rates

Prior to the beginning of each Fiscal Year, the budget officer of the City prepares an estimate of the amount of the money for each fund to be raised by taxation for the ensuing Fiscal Year and the tax rates for each fund required to raise such amount. Such estimates are based on the annual budget for the coming year and the assessed valuation figures provided by the County Clerk. The budget is presented to the Board of Aldermen in July for approval after public hearing.

Because of tax collection procedures, the City receives the bulk of its moneys from local property taxes in the months of December, January and February.

The City's ad valorem tax levy for 2010 was $0.5186 per $100 of assessed valuation. The following table shows the City's ad valorem tax levies (per $100 of assessed valuation) for the last five years:

Fiscal Year	General Fund	Debt Service Funds	Total Levy
2005	$0.4853	$0.00	$0.4853
2006	0.4902	0.00	0.4902
2007	0.4535	0.00	0.4535
2008	0.5155	0.00	0.5155
2009	0.5116	0.00	0.5116
2010	0.5186	0.00	0.5186

Ad Valorem Tax Collection Record

The following table sets forth ad valorem tax collection information for the City for the period noted:

Fiscal Year	Total Levy	Taxes Levied	Taxes Collected [1]	% of Total Taxes Collected [1]
2005	$0.4853	$1,756,337	$1,751,709	99.73%
2006	0.4853	1,835,944	2,018,257	109.93
2007	0.4902	1,913,283	1,960,659	102.47
2008	0.4535	2,017,499	2,056,954	101.96
2009	0.5155	2,302,621	2,247,701	97.61
2010	0.5186	2,799,992	2,546,883	90.96

[1] Includes current and delinquent taxes collect during the fiscal year.

Tourism Tax Collections and Taxpayers

In September 1997, the State of Missouri adopted a new tourism tax legislation to replace one that was previously declared unconstitutional. The levy of this new Tourism Tax was approved by the voters of the City and became effective on November 7, 1997.

The City's receipts from its Tourism Tax for the last six (6) calendar years on a cash basis are as follows:

Calendar Year	Gross Tourism Tax Collections [1]	Percentage of Increase/(Decrease)
2005	$10,405,053	(1.3)%
2006	11,450,667	10.0
2007	12,252,194	7.0
2008	12,367,870	0.9
2009	11,344,253	(8.3)
2010	11,779,099	3.8

[1] Gross Collections are prior to deduction for (1) collection and administrative charges not exceeding 2% and (2) 25% of remaining amount required to be deposited to the Tourism Promotion Account and used for Tourism marketing purposes.

No single entity is liable for greater than 5.1%, and the top ten entities are not liable for greater than 24.6%, of the Tourism Tax for the fiscal year that ended December 31, 2010.

A portion of the tax revenues that would otherwise be classified as Tourism Tax Revenues are captured under certain tax increment financings described under the caption "**– Tax Increment Financing**" below.

Other Sales Taxes

The City's currently has two other sales taxes, a general use sales tax of 1% and a transportation sales tax of ½%. Monies derived from the general sales tax are available to fund City programs and services which would otherwise have to be funded from ad valorem taxes and/or other sources. The transportation sales tax may only be used for transportation and street improvements and may not be used for any other purpose.

The following table shows the history of sales tax collections for the general 1% general sales tax during the last five calendar years, reported on an unaudited cash basis due to the City historically maintaining a fiscal year with a September 30 year end. The City recently changed to a December 31 fiscal year end beginning in 2010.

Calendar Year	Sales Tax Collections	Percentage of Increase/(Decrease)
2005	$8,114,201	(0.23%)
2006	9,926,788	10.41
2007	10,177,952	10.80
2008	10,177,952	2.53
2009	9,895,732	(2.8)
2010	9,931,176	0.4%

City's Long Term and Annual Appropriation Obligations

The following is a schedule of revenue bonds and annual appropriation obligations outstanding as of December 31, 2010. The City presently has no outstanding general obligation tax bonds.

Revenue Bonds – Water & Sewer	
1992A Issue	$480,000
Tourism Tax Revenue Bonds	
1994A Issue	$1,067,000
1995A Issue	12,125,000
2007 Issue	1,840,000
2010A Issue	7,995,000
2010B Issue	7,540,000
Subtotal	$31,047,000
MDFB 2003A Issue	$39,860,000
MDFB 2004A Issue	36,865,000
MDFB 2005A Issue	79,215,000
Subtotal	$155,940,000
TOTAL	$186,507,000

Overlapping Debt

The following sets forth overlapping and underlying general obligation debt of political subdivisions with boundaries overlapping the city or lying within the City as of December 31, 2010, and the percent attributable (on the basis of assessed valuation) to the City, based on information furnished by the jurisdictions responsible for the debt, and the City has not independently verified the accuracy or the completeness of such information. Furthermore, political subdivisions may have ongoing programs requiring the issuance of substantial additional bonds, the amounts of which cannot be determined at this time.

Jurisdiction	Obligations Outstanding	Percent Attributable to the City	Amount Attributable to the City
Branson R-IV School District	$38,670,000	77.19%	$29,848,795

Tax Increment Financing

The City has created three tax increment financing districts within the City. Pursuant to The Real Property Tax Increment Allocation Redevelopment Act, Section 99.800 *et seq.* of the Revised Statutes of Missouri, as amended (the **"TIF Act"**), (a) certain payments in lieu of taxes, attributable to the increase in assessed valuation of the real property within a tax increment financing district as a result of its redevelopment, and (b) fifty percent of the total additional revenues from taxes imposed by the City (including certain portions of the Tourism Tax but excluding certain other taxes) or local taxing districts which are generated by economic activities within such tax increment financing district over the amount of such taxes generated by economic activities in the calendar year preceding the adoption of tax increment financing, must be deposited in the City's special allocation fund and applied in accordance with the TIF Act. As a result, fifty percent of the additional revenues generated by the Tourism Tax and City sales taxes within each tax increment financing district over the amount so generated in the year prior to the year in which such district was created are captured and not available for general use by the City.

One of the three tax increment financing districts created by the City is related to the Branson Landing project. A portion of revenues from Branson Landing may be used on a subordinate basis for payment of the Bonds. The City's current projections indicate that such revenues will be materially short of the amount needed to pay debt service on the Bonds. **For this reason prospective investors should not rely upon such revenues as a source of repayment of the Bonds, but should instead evaluate the likelihood that the City will continue to appropriate moneys from its General Fund sufficient to make Loan Payments under the Financing Agreement.** See **"SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Potential Source of Revenues for Repayment"** in the body of this Official Statement.

There can be no assurance that the City will not utilize tax increment financing in connection with any other future redevelopment of the City.

Defined Benefit Pension Plan

Plan Description

The City participates in the Missouri Local Government Employees Retirement System (LAGERS), an agent multiple-employer public employee retirement system that acts as a common investment and administrative agent for local government entities in Missouri. LAGERS is a defined benefit pension plan which provides retirement, disability, and death benefits to plan members and beneficiaries.

LAGERS was created and is governed by Statute, Section RSMo. 70.600 - 70.755. As such, it is the system's responsibility to administer the law in accordance with the expressed intent of the General Assembly. The plan is qualified under the Internal Revenue Code Section 401 (a) and it is tax-exempt.

LAGERS issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained by writing LAGERS, P.O. Box 1665, Jefferson City, Missouri 65102 or by calling 1-800-447-4334.

Funding Status

The City's full-time employees contribute 4% of their gross pay to the pension plan. The statutorily required contribution rates are 10.6% (general), 8.3% (police), and 11.0% (fire) of annual covered payroll. The contribution requirements of plan members are determined by the governing body of the political subdivision. The contribution provisions of the political subdivision are established by state statute.

Annual Pension Cost (APC) and Net Pension Obligation (NPO)

	Total Primary Government
Annual required contribution	$1,013,710
Interest on net pension obligation	--
Adjustment to annual required contribution	--
Annual pension cost (APC)	1,013,710
Actual contributions	919,435
Increase in net pension obligation (NPO)	94,275
NPO - beginning of year	--
NPO - end of year	$94,275

The annual required contribution (ARC) was determined as part of the February 29, 2008 and February 28, 2009 annual actuarial valuation using the entry age actuarial cost method. The actuarial assumptions included (a) a rate of return on the investment of present and future assets of 7.5% per year, compounded annually, (b) projected salary increases of 4.0% per year, compounded annually, attributable to inflation, (c) additional projected salary increases ranging from 0.0% to 6.0% per year, depending on age and division, attributable to seniority/merit, (d) pre-retirement mortality based on the RP-2000 Combined Healthy Table set back zero years for men and women and (e) post-retirement mortality based on the 1971 group Annuity Mortality table projected to 2000 set back one year for men and seven years for women. The actuarial value of assets was determined using techniques that smooth the effects of short-term volatility in the market value of investments over a five-year period. The unfunded actuarial accrued liability is being amortized as a level percentage of projected payroll on an open basis. The amortization period as of the February 29, 2008 was 15 years for the General division, 15 years for the Police division, and 25 year for the Fire division. The amortization period as of the February 29, 2009 was 30 years for all divisions.

Year Ended Ending	Pension Cost (APC)	of APC Contributed	Pension Obligation
6/30/2008	$817,059	100.0%	$ --
6/30/2009	866,015	100.0%	--
6/30/2010	1,013,710	90.7%	94,275

Funded Status and Funding Progress

As of February 28, 2010, which represents the most recent actuarial valuation date, the actuarial accrued liability for benefits within the plan for the City was $18,288,527. The actuarial value of assets was $12,763,217, which results in an unfunded actuarial accrued liability (UAAL) of $5,525,310 and a funded ratio of 70 percent. The covered payroll (annual payroll of active employees covered by the plan) was $8,726,647, which results in a ratio of the UAAL to the covered payroll of 63 percent.

The schedule of funding progress, presented below, presents multi-year trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

Post Employment Health Benefits

Plan Description

The City provides for a continuation of medical, prescription drug, hearing, vision, and dental insurance benefits to employees that retire from City employment and who participate in the Missouri Local Government Employees Retirement System (LAGERS) through a single employer plan. The Plan does not issue separate audited financial statements.

The City requires the retirees to pay 100% of the premiums charged to active employees. The rates being paid by retirees for benefits are typically lower than those for individual health insurance policies. (The retiree insurance is guaranteed issue; no medical questionnaire is required.) The difference between these amounts is the implicit rate subsidy, which is considered other post employment benefits (OPEB) under Governmental Accounting Standards Board Statement No. 45 (GASB Statement 45). Retirees and spouses have the same benefits as active employees, and they are not required to terminate participation upon Medicare eligibility.

Funding Policy

GASB Statement 45 does not require funding of the OPEB liability, and the City has chosen not to fund it.

Annual OPEB Cost and Net OPEB Obligation

The City's annual OPEB cost (expense) is calculated based on the annual required contribution (ARC) of the employer, which represents an amount that is actuarially determined in accordance with the requirements of GASB Statement 45. The ARC represents the level of funding that, if paid on an ongoing basis, is projected to cover normal costs each year plus the amortization of the unfunded actuarial liability over a period of time that the City has selected as being thirty years. The following table shows the components of the City's annual OPEB cost for the year ended December 31, 2010, the amount of expected employer contributions to the plan, and changes in the City's net OPEB obligation.

	Government Activities	Business-Type Activities	Total Primary Government
Annual required contribution	$105,193	$38,907	$144,100
Interest on net OPEB obligation	3,446	1,274	4,720
Adjustment to annual required contribution	(2,871)	(1,062)	(3,933)
Annual OPEB cost (expense)	105,767	39,119	144,886
Less: Net employer contributions	19,053	7,047	26,100
Increase in net OPEB obligation	86,714	32,072	118,786
Net OPEB obligation - beginning of year	86,140	31,860	118,000
Net OPEB obligation - end of year	$172,854	$63,932	$236,786

The City's annual OPEB cost, the percentage of annual OPEB costs estimated to be contributed to the plan, and the net OPEB obligation for the year ending December 31, 2010 is as follows:

	Annual OPEB Cost	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation
Governmental Activities: 12/31/2010	$105,193	18.1%	$172,854
Business-Type Activities: 12/31/2010	38,907	18.1%	63,932

As of September 30, 2009, which represents both the initial and the most recent actuarial valuation date, the actuarial accrued liability for benefits within the plan for the City is $1,082,100. There are no assets set aside for funding the plan as of that date, thus the entire amount is unfunded. The covered payroll (annual payroll of active employees covered by the plan) was $8,507,895, which results in a ratio of the unfunded actuarial accrued liability (UAAL) to the covered payroll of 12.7 percent.

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

The projected unit credit actuarial cost method is used in the September 30, 2009, initial actuarial valuation. At this initial valuation date, actuarial present value of benefits is determined for each participant. The sum of these actuarial present values of benefits allocated to the current valuation year is the normal cost for the initial plan year. The sum of actuarial present values of benefits allocated to all valuation years preceding the valuation date represents the actuarial accrued liability.

The actuarial assumptions include a 4.0 percent investment rate of return. The actuarial assumptions for the healthcare cost inflation rate is an initial growth factor of 7.9 and 5.0 percent for medical and dental coverage, respectively, with both declining to an ultimate inflation rate of 4.4% for both. The UAAL will be amortized over a period of 30 years using a level percentage of projected payroll on an open basis.

Schedules of Funding Progress – LAGERS and OPEB

Missouri LAGERS Schedule of Funding Progress

Actuarial Valuation Date	Actuarial Value of Assets (a)	Entry Age Actuarial Accrued Liability (AAL) (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Annual Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ((b-a)/c)
2/29/2008	$14,091,461	$14,432,315	$340,854	98%	$8,239,463	4%
2/28/2009	12,521,486	18,373,176	5,851,690	68%	8,507,895	69%
2/28/2010	12,763,217	18,288,527	5,525,310	70%	8,726,647	63%

The above assets and actuarial accrued liability do not include the assets and present value of benefits associated with the Benefit Reserve Fund and the Casualty Reserve Fund. The actuarial assumptions were changed in conjunction with the February 28, 2006 annual actuarial valuations. For a complete description of the actuarial assumptions used in the annual valuations please contact the LAGERS office in Jefferson City, Missouri.

Other Post-Employment Benefits Schedule of Funding Progress

Actuarial Valuation Date	Actuarial Value of Assets (a)	Projected Unit Credit Cost Accrued Liability (AAL) (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Annual Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ((b-a)/c)
9/30/2009	$ --	$1,082,100	$1,082,100	0%	$8,507,895	13%

For additional information related to LAGERS and OPEB see **"Appendix B – Accountants' Report and Audited Financial Statements of the City of Branson, Missouri for Fiscal Year Ended December 31, 2010"** and **"Appendix E – Actuarial Report of Millman, Inc.; Actuarial Report of Gabriel Roeder Smith & Company dated February 28, 2011."**

APPENDIX B

ACCOUNTANTS' REPORT AND AUDITED FINANCIAL STATEMENTS OF THE CITY OF BRANSON, MISSOURI FOR FISCAL YEAR ENDED DECEMBER 31, 2010

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CITY OF BRANSON, MISSOURI

COMPREHENSIVE ANNUAL FINANCIAL REPORT

For The Fiscal Year Ended
December 31, 2010

CITY OF BRANSON, MISSOURI

COMPREHENSIVE ANNUAL FINANCIAL REPORT

For The Fiscal Year Ended
December 31, 2010

Prepared by:
Department of Finance and Administration

CITY OF BRANSON, MISSOURI
Comprehensive Annual Financial Report
Year Ended December 31, 2010

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Year Ended December 31, 2010

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Introductory Section

CITY OF BRANSON

110 West Maddux St. • Suite 210 • Branson, Missouri 65616
(417) 334-3345 • Fax (417) 334-6095

May 13, 2011

Honorable Mayor
Members of the Board of Aldermen
Citizens of the City of Branson, Missouri

We are pleased to present the Comprehensive Annual Financial Report (CAFR) for the City of Branson, Missouri, (the City) for the fiscal year ended December 31, 2010. The City changed its financial reporting fiscal year end to December 31. The City has previously issued financial statements for the year ended September 30, 2009 and for the period beginning October 1, 2009 through the period ended December 31, 2009. This report is submitted to you in compliance with Section 2-423 of the Branson City Code, which requires an annual report presentation to the Board of Aldermen on the financial condition of the City.

Responsibility to report complete and accurate financial data rests with the City. It is our belief that the information reported in this document fairly presents the financial position of the City in all material aspects on a government-wide and fund basis. To enhance the reader's understanding of these financial statements, note disclosures have been included as an integral part of this document.

To ensure reliability of the accounting data on which the City's financial statements are based, internal controls are utilized to provide reasonable assurance that transactions are accounted for properly and the city's assets are safeguarded. Additionally, the Finance Department staff prepared this report in conformity with generally accepted accounting principles (GAAP) in the United States of America, which are standard guidelines for financial reporting, further ensuring that the financial position of the City is presented fairly in all material aspects.

The independent auditing firm of Cochran Head Vick & Co., P.C., audited the City of Branson's financial statements. The purpose of the audit was to provide reasonable assurance that the City's financial statements for the fiscal year ended December 31, 2010 are free of material misstatements. The independent audit involves examining, on a test basis, evidence supporting the amounts and disclosures in the government-wide and fund financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of MD&A. This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City of Branson's MD&A can be found in the Financial Section immediately following the report of the independent auditors.

Profile of the City

The City of Branson (2010 population 10,520) is located in southwest Missouri, 35 miles south of Springfield within the heart of the Ozark Mountains. Branson is surrounded by three prize winning fishing and recreational lakes. The city is 20.85 square miles (13,272.325 acres) and plays host to millions of visitors a year. The city has become the focus of international attention as both a major development area and an entertainment and tourism Mecca. The reasons are numerous and range from the scenic natural beauty of the region to the star studded theaters with their line-up of major recording artists, world-class shopping opportunities, lake activities and other family oriented entertainment offerings.

The City is governed by a Board of Aldermen-City Administrator form of government. The Board consists of the Mayor and six Board members who are elected on a nonpartisan basis. The Mayor serves a two-year term and is elected at large. Board members also serve a two year term with two members serving from each of three wards within the City, on a staggered two-year election rotation. The City Administrator is the chief executive officer of the City and is responsible for managing the city, enforcement of the laws and ordinances, direction of all officers, employees and departments and for carrying out the policies of the Board of Aldermen.

As the legislative body, the Board of Aldermen is responsible for enacting all ordinances, resolutions and regulations governing the City, as well as for appointing or electing the members of various statutory and ordinance boards, the City Administrator, the City Attorney and the City Clerk.

The City of Branson provides the full range of services normally associated with a municipality, including police and fire protection, emergency communication center, public works street services, facilities maintenance, recycling center, parks and other recreational facilities, development services and general administrative services. The City also operates the sanitary sewerage and the water treatment and distribution system, all of which are accounted for in the financial statements as business-type activities.

The annual budget serves as the foundation for the City of Branson's financial planning and control. During the budget preparation process, each office, department, etc., of the City provides detailed requests for expenditures for evaluation by the City Administrator. Each office, department, etc., also prepares a detailed 5-year Capital Budget Request Projection, which is submitted to the City Administrator. The City Administrator also reviews estimates for all pending capital projects and those recommended for approval in the next budget year. Prior to the beginning of each budget year, the City Administrator presents a proposed budget to the Finance and Budget Committee. The City Administrator, on behalf of the Finance and Budget Committee, then submits to the entire Board of Aldermen a proposed budget. The budget is prepared by fund, department and function. Transfers of appropriations within departments or between departments within a fund may be made with the approval of the City Administrator. However, transfers between funds must be approved by the Board of Aldermen.

Factors Affecting Financial Condition

Local Economy—in 2010, the City of Branson continued to benefit from prior year and recent economic development activities. However, sales growth, as measured by state sales tax filings, is up 0.4% from calendar year 2009. Branson's economy, while relatively flat in 2010, is still focused primarily on the seasonal tourism industry.

Tourism—Branson and the Tri-Lakes area attracted millions of visitors in 2010 who contributed well over a billion dollars into the local economy. Situated in the heart of America and within an 8-hour drive of nearly 33% of the U.S. population, Branson has been a "rubber tire" destination with the vast majority of tourists arriving by vehicles, RV's and tour buses. Branson placed #2 in the top 50 motorcoach destinations for 2010 according to National Motorcoach Network. Branson's consistent high ranking in the survey earned the City the title "Top Motorcoach Destination of the Decade" in 2000, a testament to the City's product, hospitality and service. However, as the baby-boomer generation emerges, an increasing number of visitors are now flying into the area each year. Opening in 2009, the Branson Airport, located a few miles southeast of Branson, now offers visitors a local major airport, along with the Springfield-Branson Regional Airport in Springfield, Missouri, the Taney County Airport at Pt. Lookout, Missouri, and the Harrison Regional Airport in Harrison, Arkansas.

A geographical profile of Branson visitors shows the following:

Come from a radius of 100 miles or less	18%
Radius of 100 to 300 miles	24%
Radius of over 300 miles	38%
Average distance traveled	430 miles

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

Area Theaters— The music industry's rapid expansion in the early 90's launched the Branson community into world-class tourism so fast it was called a phenomenon. Now called *America's Live Entertainment Capital*, Branson is now home to 50 music theaters with 46,624 seats that conduct live performances, with a variety of music including country, pop, gospel, bluegrass, western, rock n'roll, classical jazz and Broadway. There's also comedy, magic, and Irish dancing. Each theater hosts from one to three different shows daily. Collectively, they host more than 100 shows and offer live entertainment from early morning until late evening. Together, they create a diversity and balance to suit every musical and entertainment taste. Several of the widely known performers who came to the area are now permanent residents and actively involved in the community. In turn, these performers have helped to draw recognition to the immense pool of talent in all of Branson's theaters.

Family Attractions-- Boating, swimming, skiing, sailing, sunning, scuba diving, parasailing and sightseeing are just some of the activities that can be enjoyed on the area's three big lakes. Table Rock, Taneycomo and Bull Shoals offer some of the finest fishing in the nation, as well as any freshwater activity you can imagine. Many excursion boats cruise the lakes providing passengers with lunch, dinner, entertainment, and sightseeing.

Providing a wonderful venue for visitors of all ages, Silver Dollar City and Shepherd of the Hills draw millions of visitors each year. Throughout the year various festivals are held highlighting themes such as bluegrass & BBQ, southern gospel music, a fall harvest festival, and of course, Christmas. They feature unique crafters and artists, rides and amusements, live comedy and drama, dining, dozens of musicians and music shows, and water attractions such as wet rides and wave pools.

Golf-- Golfing is one of the fastest-growing interests of vacationers to Branson. They can enjoy their favorite sport on a choice of courses within just a few miles of each other as more than a dozen golf courses are currently open in the Branson/Tri-Lakes Area. Country clubs, pro shops, lessons, restaurants and all amenities are available. Many of Branson's entertainers enjoy golf and are often seen on local courses. John Daly's Murder Rock Golf & Country Club has been named a "Top 100 in America" by Golf Digest. Located in beautiful Branson Hills, the newest course to open, the Payne Stewart Golf Club, is named for the legendary late golf pro from Springfield, Missouri. This course is receiving high marks and anticipates hosting major golf tournaments in the near future.

Outdoor Activities-- The scene of many national fishing tournaments, Table Rock Lake is a freshwater fisherman's paradise. Fertile waters teaming with an assortment of America's top sport fish like bass and crappie make it the ideal spot for the novice and serious fisherman alike. Visitors and local water sports enthusiasts can also swim, ski, wakeboard, sail, kayak or scuba dive in the pristine water.

With an average water temperature of 58 degrees, Lake Taneycomo is equally famous as a cold-water trout waterway, It is often called one of the best, if not the very best, tailwater trout fisheries in the United States. Rainbow and brown trout abound. Missouri Department of Conservation maintains a fish hatchery near Table Rock Dam, and a tour of this facility is always a tourist favorite.

Beginning where Taneycomo ends, Bull Shoals Lake, only a few miles away, offers much of the same recreational opportunities as Table Rock Lake. Less densely developed than the Table Rock and Taneycomo areas, Bull Shoals offers comfortable resorts and campgrounds along its shorelines, as well as quaint fishing lodges that offer a chance to explore Ozark Mountain scenery.

Hikers can enjoy the outdoors on established nature trails that wind through forests and skirt the lakes' shorelines. Spelunking, or cave exploration, is also available in the area's many caves.

The area has an abundance of deer, turkey, and other game, drawing hunters by the thousands each season. Sightseeing is always an option for people who prefer to see the outdoors from the comfort of their vehicles; all numbered highways offer scenic vistas of the Ozarks.

The latest addition to the tourism industry is zip-lining. Not for the faint hearted, but enjoyed by young and old, you can zip at speeds exceeding 50 mph from the top of Inspiration Tower at Shepherd of the Hills; see the Branson sights from tree-top heights right in the heart of Branson; or take an eco-adventure tour of the Ozark Mountains north of Branson right off Highway 65.

Shopping— From Historic Downtown Branson, with its unique family-owned and operated one-of-a-kind retail experience at Dick's 5 & 10 to Branson Landing, a $420 million, 95-acre development of world-class shopping, dining, lodging, and a spectacular water, light, sound, and fire attraction, to three factory outlet malls, visitors consistently rank shopping among the most popular activities of the area. Tourists and locals alike enjoy a unique shopping experience at Branson Landing as well as shopping the factory outlet stores located in Tanger Outlet Mall, Factory Merchants Mall, known to most as the "Red Roof Mall", and The Shoppes at Branson Meadows. With easy access and located on the north edge of Branson, the Branson Hills / Branson Shoppes development offering Kohl's, Target, Home Depot, Wal-Mart Super Center, Michaels, Bed, Bath & Beyond, and Best Buy, plus additional stores presenting a diversified mix of retail and food establishments, has become a favorite shopping location. The outlet malls, mixed with a thriving downtown district and specialty stores throughout the city add to the shopping event. Shoppers can find contemporary goods and handcrafted items all year round. Branson ranks near the top in the nation in the number of factory outlet stores.

Lodging and Restaurants—Visitors are afforded the opportunity to choose lodging from over 14,000 rooms in local motels, hotels, resorts, and bed and breakfast inns. The choices are endless, with room rates ranging from $22 per night for budget accommodations to $600 for luxurious suites overlooking Table Rock Lake. The current number of lodging facilities, excluding condominiums, time shares, and campgrounds is 139. Seasonal rates and senior citizen discounts apply at many lodging facilities.

You cannot be hungry in Branson, as visitors have an endless variety of restaurants and food establishments from which to choose, as there are 200 restaurants, coffee shops, and ice cream establishments with over 28,000 seats within the city. Cuisines range from American home-cooking, Southern Bar-B-Q, and a 50's style diner to International fares such as Thai, Greek/Mediterranean, Chinese, Mexican, and Italian.

Conference Facilities— Branson, with an abundance of amenities, is a popular location for holding meetings of all sizes. The Branson area has several conference center hotels in various locations offering a variety of options. Located on the shores of beautiful Table Rock Lake, a conference center with a 302-room hotel has the ability to accommodate up to 3,000 delegates. Located in the heart of the entertainment district, one block from the world famous Highway 76, another facility has meeting and conference capacity of 1,200. Adjacent to the Branson Landing, a waterfront development on Lake Taneycomo in downtown Branson, the City owns a 220,000 square foot convention and exhibition complex, including two exhibit halls totaling 50,000 square feet, which connects to a 23,000 square foot ballroom. There are 5 additional meeting rooms on the second floor. All combined, the convention center has the ability to accommodate approx. 4,500 persons; and in conjunction with two Hilton Hotels the complex has a combined room total of 537 rooms.

Long-term financial planning and debt administration

The City of Branson utilizes a five-year capital improvement program to prioritize public projects. Projects are scheduled over a number of years, and are financed on a pay-as-you-go basis whenever possible. The exception to this rule was the redevelopment of the Taneycomo Lakefront and construction of a Convention Center in the downtown district. This project, including all infrastructure, convention center and other public improvements, have been financed through a series of bond issues secured by the city's annual appropriation pledge and tax increment financing. These projects will be supported by City, State, County and other taxing district's economic activity taxes generated within the district. The City always looks for creative funding solutions such as cost sharing with other governmental agencies, public-private cooperative efforts, and any other source of funding for projects that become available.

At year-end, the City has fifteen debt issues outstanding. These issues include $30,567,000 in revenue bonds for the Tourism Fund; $480,000 in revenue bonds for the Water & Sewer Fund, $38,340,000 in special limited obligation bonds for refunding certain bonds previously issued for the Branson Landing redevelopment project, certain city facilities, and infrastructure project costs; and a total of $197,240,190 debt issuances that is included within the Tax Increment Financing Commission. The TIF Commission is considered a discretely presented component unit of the City and is presented in a separate column on the government-wide financial statements to emphasize that it is a separate entity from the City. The City is financially accountable for the Commission because the City approves the Commission's annual budget.

The City uses funding from the Tourism Tax and the Transportation Tax, net of debt service, exclusively to finance needed infrastructure extensions and improvements. The city has participated with Taney County in the extension of sewer services throughout the Fall Creek Basin and currently into the Bee Creek area. These projects have been financed through the county's ½ cent sewer tax, state and federal grants and Department of Natural Resources loans.

Major Initiatives

The Board of Aldermen participated in a strategic goal-setting session, and set goals for 2011. From those discussions, the Board identified the following goals.

1. **Economic Goal:** We will have a growing and diverse economy and a vibrant and sustainable community.
2. **Community Goal:** We will show annual improvement as a great place to live, work and visit.
3. **Open Government Goal:** We will have an open government that is responsive, accountable, and inclusive.
4. **Workplace Goal:** We will continue to be a great place to work, for great people.
5. **Accountability Goal:** We will ensure the efficient and appropriate use of public funds.

Other Initiatives

Giving citizens a better understanding of what the city does on a day-to-day basis and to increase citizen awareness of government, the City began hosting a Citizen's Academy in June, 2009. The Academy had 24 citizens take part in the Academy in 2010. The Academy continues in 2011 on a semi-annual basis. The nine weekly sessions are designed to provide citizens with a close up view including hands-on experiences of all facets of city government – from emergency services, budgeting the city's tax dollars, to maintaining a water and sewer system.

Achievements and Acknowledgements

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Branson for its comprehensive annual financial report for the fiscal year ended September 30, 2009. This was the sixth consecutive year that the government has achieved this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current comprehensive annual financial report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

Our appreciation is extended to the Mayor, the Board of Aldermen, department directors and all city employees for contributing to the sound financial condition of the City. Furthermore, the preparation of this report would not have been possible without the efficient and dedicated services of the various departments of the City, especially assistance from the staff of the Finance Department.

We would also like to thank our auditors, Cochran Head Vick & Co., P.C., for their help in formulating this report.

Respectfully submitted,

Dean Kruithof
City Administrator

Lori Helle
Director of Finance & Personnel

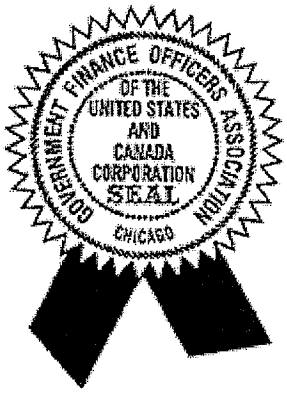
Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Branson Missouri

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended
September 30, 2009

A Certificate of Achievement for Excellence in Financial Reporting is presented by the Government Finance Officers Association of the United States and Canada to government units and public employee retirement systems whose comprehensive annual financial reports (CAFRs) achieve the highest standards in government accounting and financial reporting.



President

Executive Director

CITY OF BRANSON, MISSOURI

LIST OF PRINCIPAL OFFICIALS

Mayor	Raeanne Presley
Alderman	Mike Booth
Alderman	Bob Simmons
Alderman	Cris Bohinc
Alderman	Dr. Rick Davis
Alderman	Sandra Williams
Alderman	Rick Todd

City Administrator	Dean Kruithof
Acting City Attorney	Wm. "Dub" Duston
Finance & Personnel Director	Lori Helle
City Engineer/Public Works	David Miller
Planning & Development	Jim Lawson
Police Chief	Caroll McCullough
Fire Chief	Carl Sparks
Utilities	Mike Ray
Communications	Jerry Adams
City Clerk	Lisa Westfall
Information Technology	D. J. Cline
Park & Recreation	Cindy Shook

City of Branson

ORGANIZATIONAL CHART

Financial Section

CHV & Co

COCHRAN HEAD VICK & CO., P.C.

Certified Public Accountants

1251 NW Briarcliff Pkwy
Suite 125
Kansas City, MO 64116
(816) 584-9955
Fax (816) 584-9958

INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and Board of Aldermen
City of Branson, Missouri

We have audited the accompanying financial statements of the governmental activities, the business-type activities, discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Branson, Missouri (the City) as of and for the year ended December 31, 2010, which collectively comprise the City's basic financial statements as listed in the accompanying table of contents. These financial statements are the responsibility of the City's management. Our responsibility is to express opinions on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, discretely presented component unit, each major fund, and the aggregate remaining fund information of the City, as of December 31, 2010, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated May 13, 2011 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Other Offices

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Kansas City, KS 66102
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6700 Antioch Rd, Suite 460
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(913) 378-1177 FAX

400 Jules Street
Suite 415
St, Joseph, MO 64501
(816) 364-1118
(816) 364-6144 FAX

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's financial statements as a whole. The introductory section, combining and individual nonmajor fund financial statements and schedules, and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements. The combining and individual nonmajor fund financial statements and schedules are the responsibility of management and were derived from and related directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole. The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

May 13, 2011

Cochran Head Vick & Co PC

Management's Discussion and Analysis

As management of the City of Branson, Missouri, (the City) we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended December 31, 2010. We encourage readers to consider the information presented here in conjunction with the additional information we have furnished in our letter of transmittal.

The City of Branson has recently changed the fiscal year from an ending of September 30 to a calendar year ending December 31. Due to this change, the fiscal year financial highlights is a comparison from December 31, 2009 fiscal year to December 31, 2010 fiscal year.

Fiscal Year Financial Highlights

- On a government-wide basis, the City's assets exceeded its liabilities at the close of fiscal year 2010 by $250,674,504. Of this amount, $14,386,064 (unrestricted net assets) may be used to meet the government's ongoing obligations to citizens and creditors.

- The City's total net assets decreased $1,045,462. Of this amount, $10,941,255 was a decrease in the City's "governmental activities", while the City's "business type activities" increased by $9,895,793.

- As of the close of the current fiscal year, the City's governmental funds reported combined ending fund balances of $32,484,256, an increase of $3,041,744. Approximately 74% of this total amount or $23,976,406 is unreserved.

- At December 31, 2010, the total unreserved fund balance for the General Fund was $5,555,697 or approximately 39% of general fund expenditures.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements consist of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the basic financial statements. This report also contains required supplementary information and other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements

The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The statement of net assets presents information regarding the City's assets and liabilities, with the difference between the two reported as net assets. Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the City is improving or deteriorating. Other factors to consider are changes in the City's tax base and changes in the condition of the City's infrastructure.

The statement of activities presents information showing how the government's net assets changed during the most recent fiscal year. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

The government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, public safety, public works, engineering services, community development, culture and recreation, convention center, and tourism. The business-type activities of the City include a Water and Sewer Fund.

The government-wide financial statements can be found on pages 15-16 of this report.

Fund financial statements

A fund is a grouping of related accounts that are used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains nine individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, tourism tax fund, transportation sales tax fund, convention center fund, and debt service fund, which are considered to be major funds. Data from the other four governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of combining statements elsewhere in this report.

The City adopts an annual budget for its general fund, debt service fund and special revenue funds. A budgetary comparison schedule has been provided for these funds to demonstrate compliance with this budget.

The basic governmental fund financial statements can be found on pages 17-20 of this report.

Proprietary funds

The City maintains two different types of proprietary funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. Internal service funds are an accounting device used to accumulate and allocate costs internally among the City's functions. The City uses an enterprise fund to account for its Water and Sewer System Operations. The City uses an internal service fund to account for its fleet of vehicles. Because the internal service fund predominantly benefits governmental rather than business-type functions, it has been included within governmental activities in the government-wide financial statements.

Proprietary funds provide more detail of the City's business-type activities than the government-wide financial statements. The proprietary fund for water and sewer is a major fund of the City.

The internal service fund is presented in a single column in the proprietary fund financial statements.

The basic proprietary fund financial statements can be found on pages 21-23 of this report.

Fiduciary funds

Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statement because the resources of those funds are not available to support the City's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

The basic fiduciary fund financial statements can be found on page 24 of this report.

Notes to the Basic Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the basic financial statements can be found on pages 25-50 of this report.

Required Supplementary and Other Supplementary Information

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information which includes budgetary schedules and a schedule of funding progress related to providing pension and other post employment benefits to City employees. Required supplementary information can be found on pages 51-56 of this report.

The combining statements referred to earlier in connection with non major governmental funds are presented immediately following the required supplementary information. Combining and individual fund statements and schedules can be found on pages 57-64 of this report.

Government-wide Financial Analysis

As noted earlier, net assets may serve over time as a useful indicator of a government's financial position. At December 31, 2010, the City's assets exceeded liabilities by $250,674,504.

By far the largest portion of the City's net assets (84 percent) reflects its investment in capital assets (e.g. land, buildings, machinery, infrastructure, and equipment), less any outstanding related debt used to acquire those assets. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

Net assets

The following table reflects the condensed Statement of Net Assets:

City of Branson Net Assets

	Governmental Activities		Business-type Activities		Total	
	12/31/2010	12/31/2009	12/31/2010	12/31/2009	12/31/2010	12/31/2009
Current and other assets	$ 37,563,380	$ 34,400,864	$ 10,723,825	$ 5,918,065	$ 48,287,205	$ 40,318,929
Capital assets	197,834,226	206,875,219	82,410,467	75,825,496	280,244,693	282,700,715
Total assets	235,397,606	241,276,083	93,134,292	81,743,561	328,531,898	323,019,644
Long-term obligations	69,623,367	64,700,851	755,253	821,848	70,378,620	65,522,699
Other liabilities	4,683,395	4,543,133	2,795,379	1,233,846	7,478,774	5,776,979
Total liabilities	74,306,762	69,243,984	3,550,632	2,055,694	77,857,394	71,299,678
Net assets:						
Investment in capital assets, net of related debt	129,557,224	143,296,459	81,930,467	75,205,496	211,487,691	218,501,955
Restricted	21,582,752	16,381,864	3,217,997	226,116	24,800,749	16,607,980
Unrestricted	9,950,868	12,353,776	4,435,196	4,256,255	14,386,064	16,610,031
Total net assets	$ 161,090,844	$ 172,032,099	$ 89,583,660	$ 79,687,867	$ 250,674,504	$ 251,719,966

An additional portion of the City's net assets (10 percent) represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net assets of $14,386,064 may be used to meet the government's ongoing obligations to citizens and creditors.

At December 31, 2010 and 2009, the City reported positive balances in all three categories of net assets, both for the government as a whole, as well as for its separate governmental and business-type activities.

For the year ended December 31, 2010, there was an increase in net assets reported in connection with the City's business-type activities of $9,895,793, primarily related to transfers in from the City's governmental activities to fund certain wastewater projects and from contributed capital assets.

For the year ended December 31, 2010, the City's governmental net assets decreased by $10,941,255 primarily related to the transfers out to the City's business-type activities to fund certain wastewater treatment projects.

Changes in Net Assets

The following table reflects the revenues and expenses for the fiscal years ended December 31, 2010 and September 30, 2009 from the City's activities:

City of Branson Statement of Activities

	Governmental Activities		Business-Type Activities		Total	
	12/312010	9/30/2009	12/312010	9/30/2009	12/312010	9/30/2009
Program revenues:						
Charges for services:						
Governmental	$ 9,137,339	$ 8,391,964	$ -	$ -	$ 9,137,339	$ 8,391,964
Water & Sewer	-	-	6,073,643	5,856,243	6,073,643	5,856,243
Capital grants and contr.	315,980	1,016,376	3,996,655	1,199,077	4,312,635	2,215,453
Operating grants and contr.	251,439	45,565	3,750	-	255,189	45,565
General revenues:						
Property tax	2,560,923	2,370,101	-	-	2,560,923	2,370,101
Sales tax	12,321,436	12,102,118	-	-	12,321,436	12,102,118
Tourism tax	10,907,769	10,888,188	-	-	10,907,769	10,888,188
Other taxes	1,396,916	1,360,473	-	-	1,396,916	1,360,473
Investment revenue	888,518	876,037	31,030	48,041	919,548	924,078
Other	104,256	-	-	-	104,256	-
Total revenues	37,884,576	37,050,822	10,105,078	7,103,361	47,989,654	44,154,183
Expenses:						
General government	6,288,554	5,103,050	-	-	6,288,554	5,103,050
Public safety	6,717,714	6,462,599	-	-	6,717,714	6,462,599
Public works	9,482,818	9,224,956	-	-	9,482,818	9,224,956
Engineering services	658,103	683,473	-	-	658,103	683,473
Community development	1,430,800	1,369,522	-	-	1,430,800	1,369,522
Culture and recreation	2,643,310	2,305,826	-	-	2,643,310	2,305,826
Convention center	7,471,163	7,522,744	-	-	7,471,163	7,522,744
Tourism	2,248,108	2,162,880	-	-	2,248,108	2,162,880
Interest on long-term debt	3,824,038	3,563,140	-	-	3,824,038	3,563,140
Water and sewer utility	-	-	8,270,508	8,526,666	8,270,508	8,526,666
Total expenses	40,764,608	38,398,190	8,270,508	8,526,666	49,035,116	46,924,856
Change in net assets before transfers	(2,880,032)	(1,347,368)	1,834,570	(1,423,305)	(1,045,462)	(2,770,673)
Transfers	(8,061,223)	(1,000,000)	8,061,223	1,000,000	-	-
Change in net assets	(10,941,255)	(2,347,368)	9,895,793	(423,305)	(1,045,462)	(2,770,673)
Change in net assets Oct. - Dec. 2009	-	(1,789,805)	-	(580,593)	-	(2,370,398)
Net assets, beginning	172,032,099	176,169,272	79,687,867	80,691,765	251,719,966	256,861,037
Net assets, ending	$ 161,090,844	$ 172,032,099	$ 89,583,660	$ 79,687,867	$ 250,674,504	$ 251,719,966

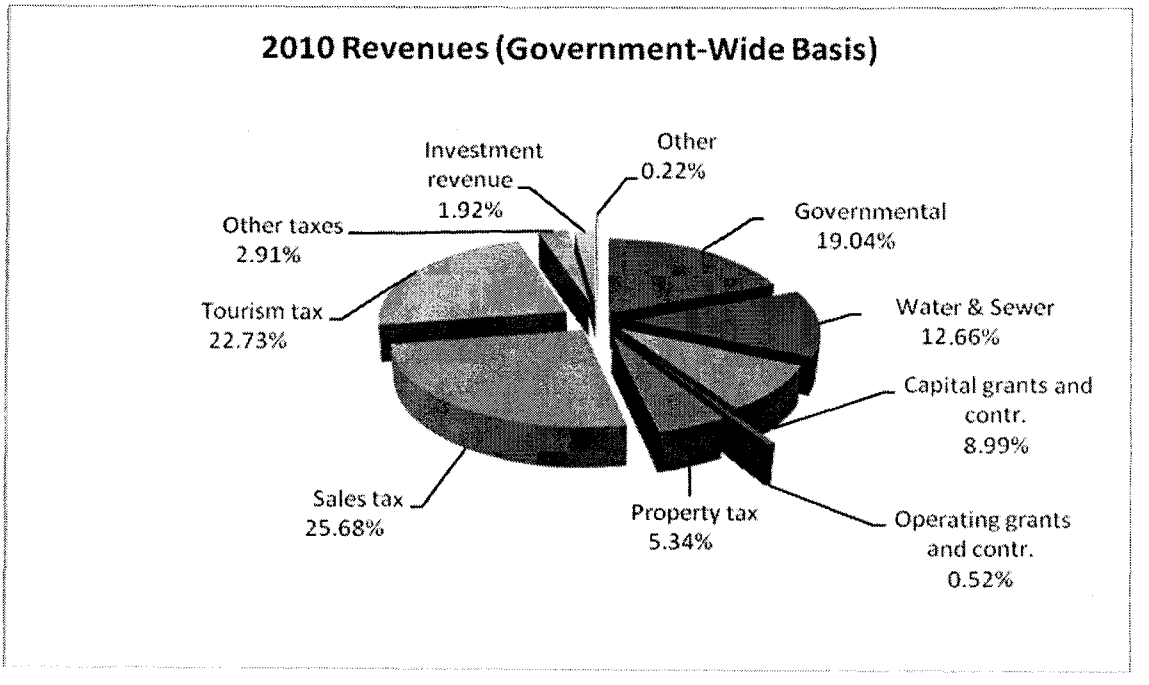
Governmental activities

Governmental activities decreased the City's net assets by $10,941,254 during the year ended December 31, 2010. Key elements of this decrease are as follows:

- There were transfers out to the water and sewer fund totaling $8,061,223; this was due to the Compton wastewater treatment plant upgrade and the upgrade to lift station 30 projects both of which were funded through the 2010 tourism bond issuance.

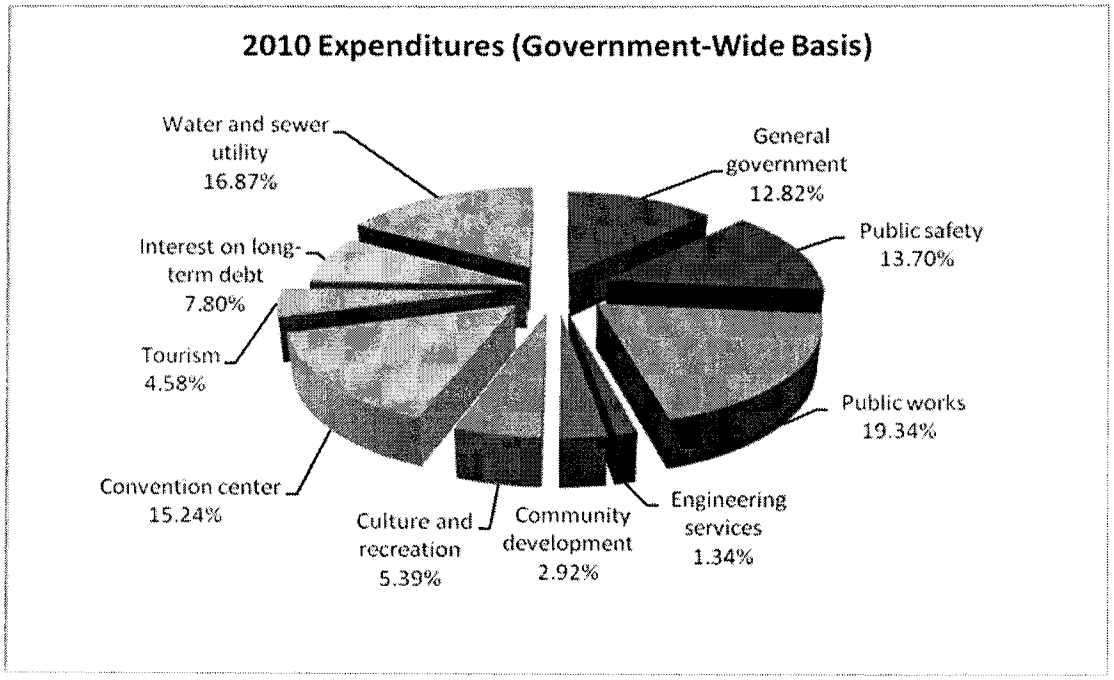
- Sales tax collections were up .4% in fiscal year 2010. However, due to refunds that the State withheld from the City's sales tax collections (as a result of a lawsuit); the City did not see an increase in the Sales Tax revenues.

- In FY2010, the City paid the Branson Airport $409,919 through the Pay for Performance Agreement. However, $152,364 was for May 2009 through September 2009, $95,695 was for October 2009 through December 2009, and $161,859 was for January 2010 through June 2010.



Business-type activities. Business type activities increased the City's net assets by $9,895,793 during the current fiscal year. Significant factors include:

- There were transfers into the water and sewer fund of $8,061,223; this was due to two major construction projects as discussed above under the Governmental activities.



Financial Analysis of the Government's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the City's governmental funds reported combined ending fund balances of $32,484,256. Approximately 74 percent of the total fund balance consists of unreserved, fund balance, which is available for spending at the government's discretion. The unreserved fund balance includes the City's designation of $6,743,537as well as the City's undesignated funds of $17,232,869. The remaining fund balance is reserved and is not available for new spending and has been committed primarily to liquidate contracts and purchase orders of the prior period, $567,895, and to provide reserves for debt service, $7,819,653.

The fund balance of the City's general fund decreased by $1,931,730 during the current fiscal year. Key factors in this decrease are as follows:

- Purchase of the Owen property.
- Increase in contractual expenditures such as legal expenditures and the Branson Airport expenditure.

The tourism tax fund has a total fund balance at December 31, 2010 of $17,811,861 of which $1,703,174 is designated as a "contingency reserve for marketing". The remainder of $16,108,687 is available for future debt service and capital projects. However $5,815,928 is restricted for current bond requirements.

The transportation sales tax fund has a total fund balance of $1,762,856. This fund was extended by election in 2004 for the period of time necessary to construct and maintain the City's transportation infrastructure and to provide for debt service on capital projects. Undesignated funds available for this purpose were $1,750,721.

The convention center fund balance increased by $44,352 primarily as a result of an increase in revenue for the current fiscal year.

The debt service fund has a total fund balance of $2,003,725 for the current fiscal year; all of which is reserved for future debt service.

Proprietary funds. The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net assets of the Water and Sewer fund at the end of the year totaled $4,315,669, an increase of $192,301 from the December 31, 2009. The unrestricted net assets for the Equipment and Vehicle fund totaled $431,082 at the yearend, a decrease of

$29,213 from December 31, 2009. Other factors concerning the finances of the Water and Sewer fund have been addressed in the discussion of the City's business-type activities.

General Fund Budgetary Highlights

Current fiscal year's revenues were $1,180,782 greater than budgeted revenues. The largest budget-to-actual revenue variance was related to taxes which reflect an increase in local business revenue greater than what was anticipated. Expenditures were $492,024 less than the budget due to sound management practices by all departments.

Capital Asset and Debt Administration

Capital assets. The City's capital assets for its governmental and business-type activities as of December 31, 2010 amount to $280,244,693 (net of accumulated depreciation). This investment in capital assets includes land, buildings and system improvements, machinery and equipment, park facilities, roads, highways, bridges, and construction-in-process. The total decrease in the City's investment in capital assets (net of accumulated depreciation) was $2,456,022 a decrease of $9,040,993 for governmental activities and an increase of $6,584,971 for business-type activities.

Major capital asset events during the current fiscal year included the following:

Governmental

- Work continues on the 248 & I-65 interchange reconfiguration with a construction in progress total of $250,486.
- Additional work was done on the Police facility expansion project with a construction in progress total of $85,445.
- The Owen Property/Land was purchased totaling $231,141.
- The EPPS/Fall Creek Road project was completed in 2010 with $7,319,075 being capitalized.

Business Type

- Lift Station #30 project is ongoing with an accumulated construction in progress of $2,869,558. This project is scheduled to be completed in 2011 with an estimated total cost of $3.0 million.
- Compton Wastewater Redesign project is scheduled to be completed in 2011 the construction in progress cumulative total is $3,488,893 with an estimated total cost of $4.5 million.
- The 2" Water Meter Replacement project continues with approximately 55% completed of which $189,750 was capitalized in 2010.

	Governmental Activities		Business-type Activities		Total	
	12/31/2010	12/31/2009	12/31/2010	12/31/2009	12/31/2010	12/31/2009
Land	$ 52,122,799	$ 51,676,017	$ 3,905,511	$ 3,784,962	$ 56,028,310	$ 55,460,979
Buildings	63,435,823	65,942,445	42,736,677	44,505,197	106,172,500	110,447,642
Land improvements	950,829	1,051,185		-	950,829	1,051,185
Equipment and vehicles	6,453,839	7,004,480	944,767	853,106	7,398,606	7,857,586
Infrastructure	74,495,676	72,378,466	28,391,879	26,097,096	102,887,555	98,475,562
Construction in progress	375,260	8,822,626	6,431,633	585,135	6,806,893	9,407,761
Total	$ 197,834,226	$ 206,875,219	$ 82,410,467	$ 75,825,496	$ 280,244,693	$ 282,700,715

Additional information on the City's capital assets can be found in Note 5, on pages 34-35 of this report.

Long-term debt. At the end of the current fiscal year, the City had total bonded debt outstanding of $69,387,000. Of this amount $30,567,000 consists of revenue bonds backed by the City's tourism tax.

Debt administration. The City's debt issues are discussed in Note 7 to the basic financial statements. The City does not have any General Obligation debt at year-end. Revenue bonds outstanding are serviced primarily by the tourism tax.

City of Branson Outstanding Bonds

	Governmental Activities		Business-type Activities		Total	
	12/31/2010	12/31/2009	12/31/2010	12/31/2009	12/31/2010	12/31/2009
Bonds:						
Revenue	$ 30,567,000	$ 25,284,000	$ 480,000	$ 620,000	$ 31,047,000	$ 25,904,000
Special Limited Obligation	38,340,000	38,805,000	-	-	38,340,000	38,805,000
Total	$ 68,907,000	$ 64,089,000	$ 480,000	$ 620,000	$ 69,387,000	$ 64,709,000

	12/31/2010	12/31/2009
Component Unit:		
Tax increment financing bonds	$ 197,240,190	$ 201,265,190

Economic Factors and Next Year's Budget

- In FY2010, the City paid the Branson Airport $409,919 through the Pay for Performance Agreement. $327,000 has been estimated for July 2010 through December 2010 which will be a 2011 budgetary expenditure. The agreement is subject to annual appropriation. The City has appropriated $35,000 for the pay for performance agreement in 2011.
- General Fund revenues for fiscal year 2011 are projected to be $16,978,742, an increase of $681,512 (4.2%) from the 2010 actual numbers. This is due to the City's expectations of a 1% growth in sales tax as well as an increase in franchise fees due to a rate increase for the electricity. While the City is doing relatively well during these difficult economic times, the "caution light" continues to be lit.
- The fiscal year 2011 annual budget for the General Fund expenditures are estimated at $14,315,990, an increase of $172,236 (1.2%) from the 2010 actual numbers.
- Health insurance costs continue to increase for the City. An increase of 15% was budgeted in FY2011, which has prompted the City to begin a very vigorous wellness plan to help reduce the City's overall costs. Programs will be put in place in FY2011 to encourage employees to actively pursue wellness as a new "norm".
- The Mayor and Board of Aldermen set a City floor for fiscal year 2011—the City's general fund balance will not fall below 30% of the operating expenditures.
- Water and Sewer rates were examined and increased so that the Water & Sewer Fund will become self-sustaining. The study proposed rates for the next 5 years and allows small capital equipment to be funded from the user rates
- Since the FY2011 budget was adopted, the City has enacted a plan to prepare and respond to the significant changes in the economy. The departments are prepared to make additional cuts to the budget if necessary. The financial activities will be closely monitored on a daily basis and reported monthly to the Finance Committee and the Board of Aldermen. The City is also looking for efficiencies, ways to increase revenues, ways to cut expenditure costs, and "right-sizing" opportunities

Financial Contact

The City's financial statements are formatted to present users with a general overview of the City's finances and to demonstrate the City's accountability. Questions or requests for additional information should be directed to the Director of Finance, 110 W. Maddux, Branson, Missouri 65616.

CITY OF BRANSON, MISSOURI
Statement of Net Assets
December 31, 2010

	Primary Government			
	Governmental Activities	Business-type Activities	Total	Component Unit
Assets				
Cash and investments	$ 24,513,954	$ 6,646,610	**$ 31,160,564**	$ 1,627,328
Receivables, net:				
Taxes	3,830,374	-	**3,830,374**	-
Leases	152,114	194,603	**346,717**	-
Intergovernmental	-	-	**-**	1,634,082
Other	368,963	905	**369,868**	-
Water and sewer	-	544,183	**544,183**	-
Internal balances	(119,527)	119,527	**-**	-
Due from primary government	-	-	**-**	666,178
Prepaids and inventories	115,992	-	**115,992**	-
Unamortized bond issue costs	878,107	-	**878,107**	3,608,859
Restricted cash and investments	7,823,403	3,217,997	**11,041,400**	22,333,642
Capital Assets:				
Land and construction in progress, non-depreciable	52,498,059	10,337,144	**62,835,203**	-
Other capital assets, net of depreciation	145,336,167	72,073,323	**217,409,490**	-
Total assets	235,397,606	93,134,292	**328,531,898**	29,870,089
Liabilities				
Accounts payable and accrued expenses	2,160,086	2,034,620	**4,194,706**	-
Accrued interest payable	1,026,742	15,720	**1,042,462**	1,131,807
Unearned revenue	373,900	-	**373,900**	407,788
Sales tax claims payable	456,489	-	**456,489**	-
Due to component unit	666,178	-	**666,178**	-
Customer deposits	-	745,039	**745,039**	-
Long-term liabilities:				
Due in one year	3,636,125	280,000	**3,916,125**	10,387,161
Due in more than one year	65,987,242	475,253	**66,462,495**	188,098,377
Total liabilities	74,306,762	3,550,632	**77,857,394**	200,025,133
Net Assets (Deficit)				
Invested in capital assets, net of related debt	129,557,224	81,930,467	**211,487,691**	-
Restricted for:				
Capital projects	-	-	**-**	12,077
Debt service	7,819,653	3,217,997	**11,037,650**	25,841,365
Tourism and transportation	13,758,789	-	**13,758,789**	-
Nonexpendable perpetual care	4,310	-	**4,310**	-
Unrestricted (deficit)	9,950,868	4,435,196	**14,386,064**	(196,008,486)
Total Net Assets	$ 161,090,844	$ 89,583,660	**$ 250,674,504**	$(170,155,044)

See Accompanying Notes to the Basic Financial Statements

CITY OF BRANSON, MISSOURI
Statement of Activities
For the year ended December 31, 2010

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Assets: Governmental Activities	Net (Expense) Revenue and Changes in Net Assets: Business-Type Activities	Net (Expense) Revenue and Changes in Net Assets: Total	Net (Expense) Revenue and Changes in Net Assets: Component Unit
Governmental Activities:								
General government	$ 6,288,554	$ 2,802,297	$ 6,960	$ -	$ (3,479,297)	$ -	**$ (3,479,297)**	$ -
Public safety	6,717,714	13,465	87,827	251,439	(6,364,983)	-	**(6,364,983)**	-
Public works	9,482,818	-	-	-	(9,482,818)	-	**(9,482,818)**	-
Engineering	658,103	1,616	-	-	(656,487)	-	**(656,487)**	-
Community development	1,430,800	162,255	221,193	-	(1,047,352)	-	**(1,047,352)**	-
Culture and recreation	2,643,310	1,519,887	-	-	(1,123,423)	-	**(1,123,423)**	-
Convention center	7,471,163	4,637,819	-	-	(2,833,344)	-	**(2,833,344)**	-
Tourism	2,248,108	-	-	-	(2,248,108)	-	**(2,248,108)**	-
Interest on long-term debt	3,824,038	-	-	-	(3,824,038)	-	**(3,824,038)**	-
Total Governmental Activities	40,764,608	9,137,339	315,980	251,439	(31,059,850)	-	**(31,059,850)**	-
Business-Type Activities:								
Water and sewer	8,270,508	6,073,643	3,750	3,996,655	-	1,803,540	**1,803,540**	-
Total Business-Type Activities	8,270,508	6,073,643	3,750	3,996,655	-	1,803,540	**1,803,540**	-
Total Primary Government	$ 49,035,116	$ 15,210,982	$ 319,730	$ 4,248,094	(31,059,850)	1,803,540	**(29,256,310)**	-
Component Unit:								
General government	4,434	-	-	-	-	-	**-**	(4,434)
Community development	10,524,598	462,017	517,169	-	-	-	**-**	(9,545,412)
Total Component Unit	$ 10,529,032	$ 462,017	$ 517,169	$ -	-	-	-	(9,549,846)
General Revenues:								
Taxes:								
Property taxes					2,560,923	-	**2,560,923**	-
Sales taxes - general					8,192,312	-	**8,192,312**	3,148,890
Sales taxes - transportation					4,129,124	-	**4,129,124**	-
Tourism taxes					10,907,769	-	**10,907,769**	731,851
Intergovernmental activity taxes					-	-	**-**	9,857,217
Other taxes					1,396,916	-	**1,396,916**	-
Unrestricted investment earnings					888,518	31,030	**919,548**	387,416
Gain on disposal of capital assets					104,256	-	**104,256**	-
Transfers					(8,061,223)	8,061,223	**-**	-
Total general revenues					20,118,595	8,092,253	**28,210,848**	14,125,374
Changes in net assets					(10,941,255)	9,895,793	**(1,045,462)**	4,575,528
Net assets (deficit) - beginning of year					172,032,099	79,687,867	**251,719,966**	(174,730,572)
Net assets (deficit) - end of year					$ 161,090,844	$ 89,583,660	**$ 250,674,504**	$ (170,155,044)

See Accompanying Notes to the Basic Financial Statements

CITY OF BRANSON, MISSOURI
Balance Sheet - Governmental Funds
December 31, 2010

	General	Tourism Tax	Transportation Sales Tax	Convention Center	Debt Service	Other Governmental Funds	Total Governmental Funds
Assets							
Cash and investments	$ 5,793,746	$ 11,303,880	$ 1,471,600	$ 846,198	$ -	$ 4,658,798	**$ 24,074,222**
Receivables, net:							
Taxes	2,123,581	760,098	946,695	-	-	-	**3,830,374**
Leases	152,114	-	-	-	-	-	**152,114**
Intergovernmental	-	-	-	-	-	-	**-**
Other	13,733	-	-	105,601	-	249,629	**368,963**
Due from other funds	-	-	-	-	-		**-**
Restricted cash and investments	-	5,815,928	-	-	2,007,475	-	**7,823,403**
Prepaids and inventories	27,612	-	-	88,380	-	-	**115,992**
Total assets	$ 8,110,786	$ 17,879,906	$ 2,418,295	$ 1,040,179	$ 2,007,475	$ 4,908,427	**$ 36,365,068**
Liabilities							
Accounts payable	$ 602,014	$ 22,745	$ 286,839	$ 489,151	$ 3,750	$ 81,734	**$ 1,486,233**
Accrued expenditures	616,848	-	20,751	-	-	27,604	**665,203**
Deferred revenue	606,709	-	-	-	-	-	**606,709**
Sales tax claims payable	304,326	-	152,163	-	-	-	**456,489**
Due to component unit	425,192	45,300	195,686	-	-	-	**666,178**
Due to other funds	-	-	-	-	-	-	**-**
Total Liabilities	2,555,089	68,045	655,439	489,151	3,750	109,338	**3,880,812**
Fund Balances							
Reserved for:							
Encumbrances	65,075	25,574	12,135	-	-	465,111	**567,895**
Prepaids and inventories	27,612	-	-	88,380	-	-	**115,992**
Debt service	-	5,815,928	-	-	2,003,725	-	**7,819,653**
Other purposes	-	-	-	-	-	4,310	**4,310**
Unreserved:							
Designated for:							
Contingencies and other	5,040,363	1,703,174	-	-	-	-	**6,743,537**
Undesignated, reported in:							
General fund	422,647	-	-	-	-	-	**422,647**
Special revenue fund	-	10,267,185	1,750,721	462,648	-	594,107	**13,074,661**
Capital projects fund	-	-	-	-	-	3,735,561	**3,735,561**
Total Fund Balances	5,555,697	17,811,861	1,762,856	551,028	2,003,725	4,799,089	**32,484,256**
Total liabilities and fund balances	$ 8,110,786	$ 17,879,906	$ 2,418,295	$ 1,040,179	$ 2,007,475	$ 4,908,427	**$ 36,365,068**

See Accompanying Notes to the Basic Financial Statements

CITY OF BRANSON, MISSOURI
Reconciliation of the Balance Sheet - Governmental Funds to the Statement of Net Assets
December 31, 2010

Amounts reported for governmental activities in the statement of net assets are different because:

Ending fund balances - total governmental funds	$ 32,484,256
Governmental funds report capital outlays as expenditures. However, in the Statement of Net Assets the cost of those assets is capitalized and shown at cost, net of accumulated depreciation. This is the amount of net capital assets reported in the Statement of Net Assets	197,834,226
Long-term assets are not available to pay for current period expenditures and are therefore deferred in the fund statements	232,809
The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction has any effect on net assets. Also, governmental funds report the effect of issuance costs, premiums, discounts and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items:	
Bond issuance costs, net	878,107
Accrued interest payable	(1,026,742)
Long-term debt	(69,623,367)
Internal service funds are used by management to charge the costs of certain activities to individual funds. The assets and liabilities of the Internal Service fund are reported with governmental activities in the statement of net assets. Internal service fund capital assets of $2,092,221 are included above.	311,555
Total net assets of governmental activities	$ 161,090,844

See Accompanying Notes to the Basic Financial Statements

CITY OF BRANSON, MISSOURI
Statement of Revenues, Expenditures, and Changes in Fund Balances -
Governmental Funds
For the year ended December 31, 2010

	General	Tourism Tax	Transportation Sales Tax	Convention Center	Debt Service	Other Governmental Funds	Total Governmental Funds
Revenues:							
Taxes	$ 11,717,032	$ 10,907,769	$ 4,369,356	$ -	$ -	$ 82,506	**$ 27,076,663**
Licenses and permits	594,662	-	-	-	-	-	**594,662**
Court fines	721,396	-	-	-	-	-	**721,396**
Lease and rent	1,299,524	-	-	-	-	-	**1,299,524**
Charges for services	542,260	-	-	4,637,819	-	1,356,992	**6,537,071**
Intergovernmental	94,788	-	-	-	-	-	**94,788**
Contributions from component unit	-	-	-	-	221,193	-	**221,193**
Interest income	24,046	737,123	-	-	127,349	-	**888,518**
Miscellaneous	150,015	-	-	-	-	162,995	**313,010**
Total revenues	15,143,723	11,644,892	4,369,356	4,637,819	348,542	1,602,493	**37,746,825**
Expenditures:							
Current:							
General government	5,919,194	-	-	-	-	-	**5,919,194**
Public safety	5,980,396	-	-	-	-	-	**5,980,396**
Public works	914,501	-	2,214,027	-	-	-	**3,128,528**
Engineering	595,835	-	-	-	-	-	**595,835**
Community development	842,542	-	-	-	517,169	-	**1,359,711**
Culture and recreation	-	-	-	-	-	2,020,121	**2,020,121**
Convention center	-	-	-	5,385,970	-	-	**5,385,970**
Tourism	-	2,479,293	-	-	-	-	**2,479,293**
Capital outlay	-	-	-	-	-	745,892	**745,892**
Debt service:							
Principal retirement	-	2,462,000	-	-	465,000	-	**2,927,000**
Interest and fiscal charges	-	1,614,145	-	-	2,069,479	-	**3,683,624**
Total expenditures	14,252,468	6,555,438	2,214,027	5,385,970	3,051,648	2,766,013	**34,225,564**
Excess of revenues over (under) expenditures	891,255	5,089,454	2,155,329	(748,151)	(2,703,106)	(1,163,520)	**3,521,261**
Other financing sources (uses):							
Bonds issued	-	15,535,000	-	-	-	-	**15,535,000**
Discount	-	(98,377)	-	-	-	-	**(98,377)**
Payment to bond escrow agent	-	(7,854,917)	-	-	-	-	**(7,854,917)**
Transfers in	-	-	-	792,503	2,771,005	891,859	**4,455,367**
Transfers out	(2,822,985)	(8,472,600)	(1,221,000)	-	-	(5)	**(12,516,590)**
Total other financing sources (uses)	(2,822,985)	(890,894)	(1,221,000)	792,503	2,771,005	891,854	**(479,517)**
Net change in fund balances	(1,931,730)	4,198,560	934,329	44,352	67,899	(271,666)	**3,041,744**
Fund balances - beginning of year	7,487,427	13,613,301	828,527	506,676	1,935,826	5,070,755	**29,442,512**
Fund balances - end of year	$ 5,555,697	$ 17,811,861	$ 1,762,856	$ 551,028	$ 2,003,725	$ 4,799,089	**$ 32,484,256**

See Accompanying Notes to the Basic Financial Statements

CITY OF BRANSON, MISSOURI
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances - Governmental Funds to the Statement of Activities
For the year ended December 31, 2010

Amounts reported for governmental activities in the statement of activities are different because:	
Net changes in fund balances - total governmental funds	$ 3,041,744
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which depreciation exceeded capital outlays in the current period:	
Capital outlay	969,686
Depreciation expense	(10,659,274)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.	
Deferred revenue	93,241
The issuance of long-term debt (eg. bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction has any effect on net assets. Also, governmental funds report the effect of issuance costs, premiums, discounts and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.	
Principal payments	2,927,000
Payment to bond escrow agent	7,854,917
Debt issued	(15,535,000)
Amortization of issuance costs, discounts and deferred amounts, net	115,346
Change in accrued interest payable	(157,383)
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.	
Change in accrued compensated absences	(68,739)
Change in net pension obligation	(68,821)
Change in other post employment benefit obligations	(86,714)
Internal service funds are used by management to charge the costs of vehicles and equipment replacement to individual funds. The net revenue of certain activities of the Internal Service fund is reported with governmental activities. $460,561 of depreciation related to internal service funds is included with depreciation above.	632,742
Total changes in net assets of governmental activities	$ (10,941,255)

See Accompanying Notes to the Basic Financial Statements

CITY OF BRANSON, MISSOURI
Statement of Net Assets
Proprietary Funds
December 31, 2010

	Enterprise	Internal Service
	Water and Sewer	Equipment Replacement
Assets		
Current assets:		
Cash and investments	$ 6,646,610	$ 439,732
Receivables (net of allowances for uncollectibles)		
Water and sewer billings	544,183	-
Leases and other	194,603	-
Other	905	-
Total current assets	7,386,301	439,732
Noncurrent assets:		
Restricted cash and investments	3,217,997	-
Capital Assets:		
Land and improvements	10,337,144	-
Other capital assets, net of depreciation	72,073,323	2,092,221
Total capital assets	82,410,467	2,092,221
Total noncurrent assets	85,628,464	2,092,221
Total assets	93,014,765	2,531,953
Liabilities		
Current liabilities:		
Accounts payable	1,917,118	8,650
Accrued expenses	75,784	-
Accrued interest	15,720	-
Utility deposits	745,039	-
Other liabilities	41,718	-
Long-term liabilities due in one year	280,000	-
Total current liabilities	3,075,379	8,650
Noncurrent liabilities:		
Long-term liabilities	475,253	-
Total noncurrent liabilities	475,253	-
Total liabilities	3,550,632	8,650
Net Assets		
Invested in capital assets, net of related debt	81,930,467	2,092,221
Restricted - debt service	3,217,997	-
Unrestricted	4,315,669	431,082
Total net assets	89,464,133	$ 2,523,303
Adjustment to reflect the consolidation of internal service fund activities related to enterprise funds	119,527	
Net assets of business-type activities	$ 89,583,660	

See Accompanying Notes to the Basic Financial Statements

CITY OF BRANSON, MISSOURI
Statement of Revenues, Expenses, and Changes in Fund Net Assets
Proprietary Funds
For the year ended December 31, 2010

	Enterprise	Internal Service
	Water and Sewer	Equipment Replacement
Operating revenues:		
Charges for services (pledged as security for revenue bonds):		
Water	$ 2,625,831	$ -
Sewer	3,327,220	-
Rental income	-	297,955
Miscellaneous	25,445	-
Total operating revenues	5,978,496	297,955
Operating expenses:		
Personal services	2,509,383	-
Contractual services	1,497,541	-
Commodities	679,637	34,268
Depreciation	3,520,297	460,561
Total operating expenses	8,206,858	494,829
Operating income (loss)	(2,228,362)	(196,874)
Nonoperating revenues (expenses):		
Sewer capacity fees	95,147	-
Interest income	31,030	-
Intergovernmental	3,750	251,439
Gain (loss) on disposal of capital assets	(11,000)	104,256
Interest expense	(39,290)	-
Total nonoperating revenues (expenses)	79,637	355,695
Income (loss) before transfers and capital contributions	(2,148,725)	158,821
Transfers in	8,061,223	-
Capital contribution	3,996,655	-
Change in net assets	9,909,153	158,821
Total net assets-beginning of year	79,554,980	2,364,482
Total net assets-end of year	$ 89,464,133	$ 2,523,303
Change in net assets	$ 9,909,153	
Adjustment to reflect the consolidation of internal service fund activities related to enterprise funds	(13,360)	
Change in net assets of business-type activities	$ 9,895,793	

See Accompanying Notes to the Basic Financial Statements

CITY OF BRANSON, MISSOURI
Statement of Cash Flows -
Proprietary Funds
For the year ended December 31, 2010

	Enterprise	Internal Service
	Water and Sewer	Equipment Replacement
Cash flows from operating activities:		
Receipts from customers	$ 6,218,630	$ 297,955
Payments to suppliers	(2,077,832)	(25,618)
Payments to employees for services	(2,560,332)	-
Net cash provided by (used in) operating activities	1,580,466	272,337
Cash flows from capital and related financing activities:		
Purchases of capital assets	(4,670,953)	(558,470)
Principal paid on capital debt	(10,000)	-
Interest and bond cost paid on capital debt	(43,875)	-
Intergovernmental	3,750	251,439
Sewer capacity fees	95,147	-
Net cash (used in) capital and related financing activities	(4,625,931)	(307,031)
Cash flows from investment activities:		
Interest and dividends	31,030	-
Net cash provided by (used in) investing activities	31,030	-
Net increase (decrease) in cash and cash equivalents	5,046,788	(34,694)
Cash and cash equivalents, beginning of year	4,817,819	474,426
Cash and cash equivalents, end of year	$ 9,864,607	$ 439,732
Reconciliation of operating income (loss) to net cash provided by (used in) operating activities		
Operating income (loss)	$ (2,228,362)	$ (196,874)
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:		
Depreciation	3,520,297	460,561
Change in assets and liabilities:		
Receivables (net)	227,668	-
Accounts and other payables	99,346	8,650
Accrued expenses	(50,949)	-
Utility deposits	12,466	-
Net cash provided by (used in) operating activities	$ 1,580,466	$ 272,337
Cash consists of :		
Cash and investments	$ 6,646,610	$ 439,732
Restricted cash and investments	3,217,997	-
	$ 9,864,607	$ 439,732
Noncash capital and related financing activities:		
Capital contribution	$ 3,996,655	$ -

See Accompanying Notes to the Basic Financial Statements

CITY OF BRANSON, MISSOURI
Statement of Net Assets -
Fiduciary Funds
December 31, 2010

	Agency Fund Landscape Trust
Assets	
Cash and cash equivalents	$ 938,496
Liabilities	
Due to others	$ 938,496

1 - Summary of Significant Accounting Policies

The City of Branson, Missouri (the City) is a municipal corporation governed by an elected mayor and a six member Board of Aldermen. The City provides services to residents in many areas, including law enforcement, fire protection, water and sewer services, community enrichment and development, recreation and various social services.

The accounting and reporting policies of the City conform to accounting principles generally accepted in the United States of America (GAAP) applicable to local governments. The following is a summary of the more significant accounting and reporting policies and practices of the City.

The Financial Reporting Entity

In evaluating how to define the government for financial reporting purposes, management has considered all potential component units. Component units are separate legal entities for which are included in the primary government's financial report. The decision to include a potential component unit in the reporting entity was made by applying the criteria set forth in GAAP. The basic, but not only, criterion for including a potential component unit within the reporting entity is the City's financial accountability for the potential component unit. An entity is considered a component unit if City officials appoint a voting majority of the component unit's governing body and the City is able to impose its will upon the component unit. Additionally, if the entity provides specific financial benefits to or imposes specific financial burdens on the City, it may be considered a component unit.

This report includes the financial statements of the City (the primary government) and its component unit, the Tax Increment Financing Commission (the Commission). The Commission is considered to be a discretely presented component unit and is presented in a separate column on the government-wide financial statements to emphasize that it is a separate entity from the City. The City is financially accountable for the Commission because the City approves the Commission's annual budget.

The Commission is governed by an 11-member board, of which six members are appointed by the Board of Aldermen. The remaining five members (two from the county, two from the local school district and one from other taxing jurisdictions) are appointed by the respective taxing districts' boards. Financial transactions of the Commission are processed by the Finance Department of the City on the Commission's behalf. No separate financial statements are issued by the Commission.

Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net assets and the statement of activities) report information on all of the non-fiduciary activities of the City. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. Program revenues include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are presented using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. The agency fund does not have a measurement focus, but does use the accrual basis of` accounting to present its financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the fiscal year for which the taxes are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. A 90-day availability period is used for revenue recognition for all governmental fund revenues except property taxes for which a 60-day availability period is used. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, tourism taxes, sales taxes, franchise taxes, licenses, and interest associated with the current fiscal period, and certain state and federal grants and entitlements are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the City.

In applying the susceptible to accrual concept to intergovernmental revenues, the legal and contractual requirements of the numerous individual programs are used as guidance. There are; however, essentially two types of these revenues. In one, monies must be expended for the specific purpose or project before any amounts will be paid to the City' therefore, revenues are recognized based upon the expenditures recorded. In the other, monies are virtually unrestricted as to purpose of expenditure and are usually revocable only for failure to comply with prescribed requirements. These resources are reflected as revenues at the time of receipt, or earlier if the susceptible to accrual criteria are met.

The City reports the following major funds:

Major Governmental Funds

General Fund – Is used to account for the general operations of the City and all unrestricted revenues and expenditures not required to be accounted for in other funds.

Tourism Tax Fund – is used to account for the proceeds of tourism tax requiring separate accounting because of legal or regulatory provisions.

Transportation Sales Tax Fund – is used to account for the proceeds of transportation sales tax requiring a separate accounting because of legal or regulatory provisions or administrative action.

Convention Center Fund – is used to account for the City's convention center activities.

Debt Service Fund – is used to account for the accumulation of resources for the payment of principal and interest on long-term debt other than the debt reported in the Component Unit.

Major Proprietary Funds

Water and Sewer Fund – accounts for the activities of the water distribution system, the sewage treatment plant and the sewage pumping stations and collection systems.

Additionally, the government reports the following fund types:

Internal Service Fund - accounts for fleet management services provided to other departments on a cost reimbursement basis.

Agency Funds - are used to account for activities not involving the measurement of results of operations because they are custodial in nature. The City's agency fund is used to account for landscape and tree deposits held by the City as an agent for property owners who have applied for building permits.

Private sector standards of accounting and financial reporting issued prior to December 1, 1989, generally are followed in both the government-wide and proprietary fund financial statements to the extent that those standards do not conflict with or contradict guidance of the Governmental Accounting Standards Board. Governments also have the option of following subsequent private-sector guidance for their business-type activities and enterprise funds, subject to this same limitation. The City has elected not to follow subsequent private-sector guidance.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the government's water and sewer function and various other functions of the government. Elimination of these charges would distort the direct cost and program revenues reported for the various functions concerned.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services, producing, and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the enterprise fund are charges to customers for sales and services. Operating expenses for the enterprise fund include the cost of sales and service, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

Cash and Investments

Cash and investments of the individual funds are combined to form a pool, which is managed by the Finance Department. Each fund's equity in the pool is included in "cash and investments" in the financial statements. Investment earnings, including interest income, are allocated to the funds required to accumulate interest. If a fund is not required to account for its own earnings by law or regulation, the earnings are allocated to the General Fund.

The investments consist of short-term money market mutual funds held in trust for debt service reserve requirements. The money market mutual funds are recorded at fair value.

Statement of Cash Flows

The City's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

Receivables and Payables

Outstanding balances between funds are reported as "due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

All trade receivables are shown net of an allowance for uncollectibles. An allowance of $480,276 is recorded at December 31, 2010.

Inventories

All inventories are valued at cost using the first-in/first-out (FIFO) method. Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Restricted Cash and Investments

The City's restricted cash and investments primarily consist of amounts required for future debt service payments and related debt reserves. The City is also statutorily required to maintain customer utility deposits separate from City assets.

Capital Assets

Capital assets, which include property, plant, equipment, infrastructure (e.g., roads, bridges, sidewalks and similar items) and construction in progress are reported in the applicable governmental or business-type activities columns in the government-wide financial statements and in the proprietary fund financial statements. Capital assets are defined as assets with an initial individual cost of more than $5,000 and an estimated useful life of more than one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair value at the date of donation.

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the life of the asset are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed. The City capitalizes interest on the construction of business-type capital assets when material.

The City's capital assets are depreciated using the straight-line method over the estimated useful life of the capital assets. The estimated useful lives are:

Water and sewer treatment plants	40 - 50 years
Water and sewer mains and lines	20 - 40 years
Equipment	5 - 10 years
Buildings and fixtures	30 - 40 years
Furniture	5 - 10 years
Infrastructure	10 - 40 years
Vehicles	2 - 7 years

Compensated Absences

City policies permit full-time employees to accumulate sick pay benefits and vacation time based on the number of years of service. Accumulated vacation payable is recorded when incurred in the government-wide financial statements and proprietary fund statements. In the governmental fund financial statements, a liability is reported only if it has matured, for example, as a result of employee resignations and retirements. One-half of accumulated sick leave is paid to employees upon leaving the City in good standing. This amount of sick leave is recorded in the government-wide and proprietary fund statements with the amount due within one year estimated based on past payouts. See Note 7 for the accumulated obligation for compensated absences.

Long-term Obligations

In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net assets. Bond premiums and discounts, as well as issuance cost, are deferred and amortized over the life of the bonds using the effective interest and straight-line methods. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance cost are reported as deferred charges and amortized over the term of the related debt.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of the debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance cost, whether or not withheld from the accrual debt proceeds received, are reported as debt services expenditures. See Note 7 for information on the City's long-term obligations as well as for information on debt included within the City's discretely presented component unit.

Equity Classifications

In the government-wide statements, equity is shown as net assets and classified into three components:

(1) Invested in capital assets, net of related debt – consisting of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgage notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

(2) Restricted net assets – consisting of net assets with constraints placed on their use either by (1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislation. The City first utilizes restricted resources to finance qualifying activities.

(3) Unrestricted net assets – All other net assets that do not meet the definition of "restricted" or "invested in capital assets, net of related debt."

In the fund financial statements, governmental funds report reservations of fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Pending Governmental Accounting Standards Board Statements

The Governmental Accounting Standards Board (GASB) issued GASB Statement No. 54 *Fund Balance Reporting and Governmental Fund Type Definitions* which the City will be required to implement in the fiscal year beginning January 1, 2011. This Statement establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds, as well as clarifying the definitions of the various governmental fund types.

Additionally, the GASB has issued the following statement which may impact the City's financial reporting requirements in the future:

- GASB Statement 57 – *OPEB Measurements by Agent Employers and Agent-Multiple Employer Plans,* effective for the fiscal year beginning January 1, 2012.
- GASB Statement 59 – *Financial Instruments Omnibus,* effective for the fiscal year beginning January 1, 2011.
- GASB Statement 60 – *Accounting and Financial Reporting for Service Concession Arrangements*, effective for the fiscal year beginning January 1, 2012.
- GASB Statement 61 – *The Financial Reporting Entity – Omnibus*, effective for the fiscal year beginning January 1, 2013.
- GASB Statement 62 – *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*, effective for the fiscal year beginning January 1, 2012.

2 - Stewardship, Compliance and Accountability

Budgetary Information

Budgeting

Missouri statutes require that all political subdivisions of the State prepare an annual budget. Governmental funds required to have legally adopted annual budgets are the general fund, the special revenue funds, and the debt service fund. Legally adopted annual budgets are not required for the capital projects fund and the permanent fund. Annual budgets for all governmental funds are adopted using the modified accrual basis of accounting, modified further by the encumbrance method of accounting.

Budgeted expenditures cannot exceed budgeted revenues and unencumbered positive fund balances as required by Sanction 67.010 RSMo.

Expenditures in Excess of Budgeted Appropriations

During the current year, the City issued $7,995,000 City of Branson, Missouri Tourism Tax Revenue Refunding Bonds, Series 2010A to refund the City's Series 1998B Tourism Tax Revenue Bonds and $7,540,000 City of Branson, Missouri Tourism Tax Revenue Bonds, Series 2010B to fund certain water and sewer improvement projects. While the Board of Alderman approved the issuance of these bonds and the Finance Committee approved the budget amendment, the City's 2010 budget was not formally amended by the Board of Aldermen to include the financing sources and uses of the bonds. As a result, actual expenditures exceeded budgeted appropriations in the Tourism Fund by $15,234,673. In addition, actual expenditures exceeded budgetary appropriations in the Transportation Sales Tax Fund by $134,168.

3 - Deposits and Investments

As of December 31, 2010, the City's cash and investments consisted of the following:

	2010
Investments:	
Short-term investments held in trust	$ 31,331,336
Deposits	35,745,624
Petty cash	24,470
Total cash and investments	$ 67,101,430

Deposits and investments of the City are reflected in the financial statements as follows:

	Government-wide statement of net assets	Fiduciary funds statement of net assets	Component Unit	Grand Total
Cash and investments	$ 31,160,564	$ 938,496	$ 1,627,328	$ 33,726,388
Restricted cash and investments	11,041,400	-	22,333,642	33,375,042
	$ 42,201,964	$ 938,496	$ 23,960,970	$ 67,101,430

Investment Policy:

Missouri State Statutes authorize the City to deposit funds in open accounts and certificates of deposit. Statutes also require that collateral pledged must have a fair value equal to 100% of the funds on deposit, less insured amounts. Collateral securities must be held by the City or a disinterested third party and must be of the kind prescribed by State Statutes and approved by the State.

The City maintains a cash and investment pool, which is available for use by most funds. Each fund type's portion of this pool is displayed as "cash and investments". Interest earned is retained by the General Fund, unless required to be maintained separately. All investments are carried at fair value. Cash and investments are held separately by some of the City's funds. Additionally, certain restricted assets, related to bond ordinances and indentures and capital lease certificates, are held in escrow by financial institutions' trust departments.

Interest Rate risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The City's investment policy does not limit investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. At December 31, 2010, all of the City's investments were short-term money market mutual funds held in trust with maturities of less than one year.

Credit Risk

The credit risk for deposits and investments is the possibility that the issuer/counterparty to an investment will be unable to fulfill its obligations. Missouri statutes prohibit municipalities from investing in derivative, leveraged, or speculative securities. City Resolution No. 2004-RO12 further limits the City's investments in securities to U.S. Treasury obligations. At December 31, 2010, all of the City's investments were short-term money market mutual funds held in trust which are not subject to such risks.

Concentration of Credit Risk

The City places no limit on the amount it may invest in any one issuer. At December 31, 2010, all of the City's investments were short-term money market mutual funds held in trust which are not subject to such risks.

Custodial Credit Risk

The custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, the City will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, the City will not be able to recover the value of investment or collateral securities that are in the possession of an outside party. The City's policy is to collateralize demand deposits with securities held by the financial institution's agent and in the City's name.

As of December 31, 2010, all of the City's deposits were insured with Federal depository insurance, with the remaining uninsured balance collateralized by securities held in the City's name by their financial institution's agent. Accordingly, management has determined that none of the City's deposits were exposed to custodial credit risk as of December 31, 2010.

4 - Taxes

Taxes receivable as of December 31, 2010 were as follows:

	Property Tax	City Sales Tax	Tourism Tax	Total
Fund:				
General	$ 224,251	$ 1,899,330	$ -	$ 2,123,581
Tourism Tax	-	-	760,098	760,098
Transportation Sales Tax	-	946,695	-	946,695
Total	$ 224,251	$ 2,846,025	$ 760,098	$ 3,830,374

Tax revenues for the year ended December 31, 2010 were as follows:

	Property Tax	City Sales Tax	Tourism Tax	Franchise Tax	Other Taxes	Total
Major governmental funds:						
General	$ 2,450,542	$ 8,192,312	$ -	$ 846,302	$ 227,876	$ 11,717,032
Tourism Tax	-	-	10,907,769	-	-	10,907,769
Transportation Sales Tax	-	4,129,124	-	-	240,232	4,369,356
Nonmajor funds	-	-	-	-	82,506	82,506
Total	$ 2,450,542	$ 12,321,436	$ 10,907,769	$ 846,302	$ 550,614	$ 27,076,663

Sales Tax Claims Payable

A petition for review of a decision of the Administrative Hearing Commission regarding certain sales tax "resale" exemptions and certain refund claims requested by Music City Centre Management, LLC versus the Director of Revenue was ruled upon by the Supreme Court of Missouri (Case No. SC89547). The Supreme Court's ruling both affirmed significant portions and reversed other portions of the Administrative Hearing Commission decision that certain sales qualified for the "resale" exemption and the Music City Centre Management, LLC was entitled to a refund claim for certain taxes paid. City management has determined that other entities may file claims as a result of the above ruling and originally recorded an estimated sale tax claims payable obligation totaling $900,000. As of December 31, 2010, the estimated outstanding balance of claims payable was $456,489.

The City's property tax is levied each year on the assessed value listed as of the prior January 1 for all real and personal property in the City. Assessed values are established by the Taney County Assessor's Office. The assessed values at January 1, 2009, upon which the 2009 levy was based and upon which the ad valorem tax revenues for the period ended December 31, 2010 are recorded, are as follows:

Real estate	$ 420,847,761
Personal property and business personal	60,937,232
	$ 481,784,993

Property taxes are due and payable on November 1 and become delinquent on January 1. Amounts received prior to December 31st related to the 2010 tax year are deferred as those amounts are not available until the following fiscal year.

The 2009 tax levy per $ 100 assessed valuation was:

General	$ 0.5116

5 - Capital Assets

Capital asset activity for the year ended December 31, 2010 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental Activities:				
Capital assets not being depreciated:				
Land	$ 51,676,017	$ 446,782	$ -	$ 52,122,799
Construction in progress	8,822,626	831,749	9,279,115	375,260
Total Capital assets not being depreciated	60,498,643	1,278,531	9,279,115	52,498,059
Capital Assets being depreciated:				
Buildings and fixtures	76,146,317	46,140	-	76,192,457
Equipment	10,604,956	821,593	244,053	11,182,496
Vehicles	1,147,696	-	67,924	1,079,772
Infrastructure	158,283,164	8,799,466	-	167,082,630
Furniture	2,954,716	-	-	2,954,716
Land improvements	2,277,756	-	14,200	2,263,556
Total capital assets being depreciated	251,414,605	9,667,199	326,177	260,755,627
Less accumulated depreciation for:				
Buildings and fixtures	10,203,872	2,552,762	-	12,756,634
Equipment	6,134,602	1,000,467	203,885	6,931,184
Vehicles	867,875	44,449	67,923	844,401
Infrastructure	85,904,698	6,682,256	-	92,586,954
Furniture	700,411	287,149	-	987,560
Land improvements	1,226,571	92,191	6,035	1,312,727
Total accumulated depreciation	105,038,029	10,659,274	277,843	115,419,460
Total capital assets being depreciated, net	146,376,576	(992,075)	48,334	145,336,167
Governmental activities capital assets, net	$ 206,875,219	$ 286,456	$ 9,327,449	$ 197,834,226

	Beginning Balance	Increases	Decreases	Ending Balance
Business type activities:				
Capital assets not being depreciated:				
Land and right of way	$ 3,784,962	$ 120,549	$ -	$ 3,905,511
Construction in progress	585,135	6,080,812	234,314	6,431,633
Total Capital assets not being depreciated	4,370,097	6,201,361	234,314	10,337,144
Capital Assets being depreciated:				
Water and sewer treatment plants	70,012,844	-	-	70,012,844
Water and sewer mains and lines	45,415,114	3,876,105	-	49,291,219
Machinery and equipment	2,139,392	273,116	68,190	2,344,318
Total capital assets being depreciated	117,567,350	4,149,221	68,190	121,648,381
Less accumulated depreciation for:				
Water and sewer treatment plants	25,507,647	1,768,520	-	27,276,167
Water and sewer mains and lines	19,318,018	1,581,322	-	20,899,340
Machinery and equipment	1,286,286	170,455	57,190	1,399,551
Total accumulated depreciation	46,111,951	3,520,297	57,190	49,575,058
Total capital assets being depreciated, net	71,455,399	628,924	11,000	72,073,323
Business-type activities capital assets, net	$ 75,825,496	$ 6,830,285	$ 245,314	$ 82,410,467

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental activities:	
General government	$ 298,786
Public safety	413,883
Public works	6,485,107
Engineering	88,024
Culture and recreation	527,557
Convention center	2,385,356
Internal service	460,561
Total depreciation expense - governmental activities	$ 10,659,274
Business-type activities:	
Water and sewer	$ 3,520,297

6 - Leases

Operating Leases

Non-cancellable operating revenue leases for City land expire in various years through 2034. These leases generally contain renewal options for periods ranging from five to thirty-five years and require the lessees to pay all executory cost (property taxes, maintenance and insurance). Lease income includes minimum rentals plus contingent rentals based on sales.

Future lease income on minimum rentals is approximately $336,000 per year.

The cost of the land the City leases is $4,000.

For the year ended December 31, 2010, lease income for all operating leases was approximately $1,046,000.

Capital Lease

The City has a lease agreement as a lessor on City property with Pointe Royale. This lease agreement qualifies as a capital lease and has therefore been recorded at the present value of the future minimum lease payments as of the inception date. At December 31, 2010 the lease receivable balance was $194,603.

Future minimum lease payments to be received are as follows:

2011	$ 14,323
2012	14,753
2013	15,195
2014	15,651
2015	16,121
2016-2020	88,155
2021-2022	30,405
Present value of minimum lease payments	$ 194,603

Branson Landing Lease – Branson Landing TIF Plan

The City and the Developer have entered into a 99 year master lease agreement related to the Branson Landing project. Under the agreement, commencing on January 2, 2010 and through year 30 of the agreement, a base and contingent rental lease payment is due to the City. The lease payment will consist of an annual base amount of $252,000 plus a contingent lease payment of 1/4th of 1 percent of sales in excess of $15 million within the defined boundary area. The total annual lease payments cannot exceed $450,000. The City received $462,017, including interest of $12,017, under this agreement for the year ended December 31, 2010.

7 - Long-Term Obligations

Long-term obligations activity for year ended December 31, 2010 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities:					
Bonds payable					
Revenue Bonds	$ 25,284,000	$ 15,535,000	$ 10,252,000	$ 30,567,000	$ 2,455,000
Special Limited Obligation Bonds	38,805,000	-	465,000	38,340,000	485,000
Less deferred amounts:					
For issuance discounts	(86,226)	(98,377)	(12,086)	(172,517)	(18,104)
On refunding	(424,014)	(431,860)	(398,393)	(457,481)	(60,771)
Total bonds payable	63,578,760	15,004,763	10,306,521	68,277,002	2,861,125
Compensated absences **	1,035,951	758,682	689,943	1,104,690	775,000
Net pension obligation **	-	68,821		68,821	-
Other post employment benefits **	86,140	86,714	-	172,854	-
Governmental activities long-term obligations	64,700,851	15,850,159	10,996,464	69,554,546	3,636,125
Business-type activities:					
Bonds payable:					
Revenue bonds	$ 620,000	$ -	$ 140,000	$ 480,000	$ 150,000
Compensated absences	169,988	124,071	108,193	185,866	130,000
Net pension obligation	-	25,454		25,454	-
Other post employment benefits	31,860	32,072	-	63,932	-
Business-type activities long-term obligations	821,848	181,597	248,193	755,252	280,000
Total Primary Government	$ 65,522,699	$ 16,031,756	$ 11,244,657	$ 70,309,798	$ 3,916,125

** For governmental activities, compensated absences, net pension obligation, and other post employment benefits are generally liquidated by the general fund.

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Discretely Presented Component Unit:					
Bonds payable:					
Tax Increment Financing	$ 201,265,190	$ -	$ 4,025,000	$ 197,240,190	$ 3,825,000
Less deferred amounts:					
For issuance discounts	(348,457)	-	(28,632)	(319,825)	(27,941)
Premiums	1,659,049	-	93,876	1,565,173	93,460
Total bonds payable	$ 202,575,782	$ -	$ 4,090,244	$ 198,485,538	$ 3,890,519

Revenue Bonds

Governmental activities

The City has pledged future tourism tax revenues, net of specified operating expenditures, to repay the bonds described below. The bonds are payable solely from tourism tax net revenues. Annual principal and interest remaining to be paid on the bonds is $38,833,936. For the year ended December 31, 2010, principal and interest paid were $4,076,145 and total tourism tax revenues for the year were $10,907,769. Bond indentures require restricted accounts in order to accumulate necessary payment funding. Restricted investment reserves related to these bonds was $5,815,928 at December 31, 2010.

The City has issued the following revenue bonds for the purpose of funding various City infrastructure projects:

	Balance at December 31, 2010
Limited Obligation bonds (State Revolving Fund Program) Series 1994A of $3,500,000 issued August 1994; 4.25% to 6.05% interest payable semiannually, remaining principal payments due annually of $217,000 to $291,000. Final maturity July 1, 2014. Bonds maturing after July 1, 2006 and thereafter may be called on June 1, 2005 and every June 1 and December 1 thereafter at par.	$ 1,067,000
Limited Obligation bonds (State Revolving Fund Program) Series 1995A of $17,450,000 issued May 1995; 4.75% to 6.05% interest payable semiannually, remaining principal payments due annually of $190,000 to $2,350,000. Final maturity July 1, 2016. Bonds maturing after July 1, 2006 and thereafter may be called on July 1, 2005 and every July 1 thereafter at par.	12,125,000
Tourism Tax Revenue Bonds, Series 2007 of $1,840,000 issued March 2007; 4.45% interest payable semiannually. Principal amount due on January 1, 2019.	1,840,000
Tourism Tax Revenue Refunding bonds, Series 2010A of $7,995,000 issued February 2010; 3.85% interest payable semiannually, remaining principal payments due annually of $435,000 to $3,140,000. Final maturity January 1, 2018. Bonds maturing after January 1, 2016 and thereafter may be called at par.	7,995,000
Tourism Tax Revenue bonds, Series 2010B of $7,540,000 issued March 2010; 3.0% to 4.35% interest payable semiannually, remaining principal payments due annually of $125,000 to $1,345,000. Final maturity January 1, 2022. Bonds maturing after January 1, 2016 and thereafter may be called at par.	7,540,000
	$ 30,567,000

Advance Refunding

The City issued $7,995,000 City of Branson, Missouri Tourism Tax Revenue Refunding Bonds, Series 2010A to advance refund the City's Series 1998B Tourism Tax Revenue Bonds. The net bond proceeds of $7,854,917 were deposited in trust with an escrow agent to provide for all future debt service payments on the refunded Series 1998B Tourism Bonds. As a result, the refunded bonds are considered defeased and the liability for those bonds have been removed from the long-term debt. The refunding resulted in a difference between the reacquisition price and the net carrying amount of the old debt of $431,860. This amount is reported as a deduction from bonds payable and is amortized over the remaining life of the refunded debt using the straight-line method. The City completed this advance refunding to reduce its debt service payments by $327,788 and to obtain an economic gain of $300,800.

Business-type activities

Interest and principal payments on the Water and Sewer Fund Revenue Bonds are payable solely from water and sewer system revenues. Bond indentures require monthly cash transfers to restricted accounts in order to accumulate necessary payment funding. The bonds are secured by the City's waterworks and sewerage system. Restricted debt service reserves for this issue at December 31, 2010 totaled $231,430.

	Balance at December 31, 2010
Combined Waterworks and Sewerage System Bonds of $2,000,000 issued as part of Missouri State Environmental and Energy Resources Authority Water Pollution Control Revenue Bonds Series 1992A, issued August 1, 1992; 4.5% to 6.5% interest payable semiannually, remaining principal payments due annually of $130,000 to $ 170,000. Final maturity July 1, 2013. Bonds maturing June 1, 2008 and July 1, 2013 may be called every June 1 and December 1 after June 1, 2004 at par.	$ 480,000

Special Limited Obligation Bonds

The City has the following special limited obligation bonds related to its governmental activities:

	Balance at December 31, 2010
Special Limited Obligation Bonds (Missouri Development Finance Board Infrastructure Facilities Bonds) Series 2003A of $56,290,000 issued January 2003; 2.5% to 5.5% interest payable semiannually, principal payments due annually ranging from $1,070,000 to $2,940,000 with final maturity on December 1, 2032. Bonds maturing on or after December 1, 2017 may be called on or after December 1, 2012 at par. City management has determined that a portion of the original amount of this obligation should be reported as follows: $6,690,000 in the discretely presented Tax Increment Financing Commission and $49,600,000 should be reported in this governmental activities section of long-term obligations.	$ 38,340,000

The bonds were issued by the Missouri Development finance Board (MDFB) to refund certain bonds previously issued for the purposes of funding the City's Branson Landing redevelopment project and certain City facilities and infrastructure project costs. The City conveyed certain properties (including City Hall and a fire station) to the MDFB, and the MDFB leases those properties to the City. The City's lease payments are security for the required annual interest and principal payments on the bonds. Upon retirement of the bonds, the properties will revert to the City. Restricted investment reserves for the above special limited obligation bonds at December 31, 2010 were $2,007,475.

As discussed above, City management has determined that a portion of the Series 2003A bonds related to the Branson Meadows tax increment financing plan be presented in the discretely presented Tax Increment Financing Commission. During the year ending December 31, 2010, the City contributed $517,169 from the Debt Service Fund to the Tax Increment Financing Commission component unit to meet the debt service requirements related to Branson Meadows portion of the 2003A bonds.

The MDFB 2004A and 2005B Branson Landing Tax Increment Financing Revenue Bonds contain certain pledged revenue and reserve fund priority provisions also know as the "Waterfall" provision. Under the Waterfall, as calculated prior to the next scheduled debt service requirements of the 2004A and 2005B bonds, should there be excess funds available after meeting the priority provisions, those excess funds can be used for debt service requirements of the 2003A bonds. During the year ended December 31, 2010, waterfall amounts of $221,193 were contributed to the City's Debt Service Fund from the Tax Increment Financing Commission to be used for the 2003A debt service requirements. Total waterfall amounts since inception is $641,407.

Revenue and Special Limited Obligation bonds debt service requirements to maturity are as follows:

	Governmental activities					
	Revenue Bonds		Special Limited Obligation		Total Governmental Activities	
	Principal	Interest	Principal	Interest	Principal	Interest
2011	$ 2,455,000	$ 1,588,947	$ 485,000	$ 2,043,377	$ 2,940,000	$ 3,632,324
2012	2,803,000	1,345,386	505,000	2,038,009	3,308,000	3,383,395
2013	2,878,000	1,192,949	1,100,000	2,001,292	3,978,000	3,194,241
2014	2,896,000	1,033,732	1,160,000	1,946,292	4,056,000	2,980,024
2015	2,955,000	871,863	1,215,000	1,888,294	4,170,000	2,760,157
2016-2020	13,355,000	2,106,348	7,060,000	8,451,126	20,415,000	10,557,474
2021-2025	3,225,000	127,712	9,165,000	6,355,734	12,390,000	6,483,446
2026-2030	-	-	11,920,000	3,603,538	11,920,000	3,603,538
2031-2034	-	-	5,730,000	476,850	5,730,000	476,850
	$ 30,567,000	$ 8,266,937	$ 38,340,000	$ 28,804,512	$ 68,907,000	$ 37,071,449

	Business-type Activities Revenue Bonds		Primary Government Total	
	Principal	Interest	Principal	Interest
2011	$ 150,000	$ 31,440	$ 3,090,000	$ 3,663,764
2012	160,000	21,615	3,468,000	3,405,010
2013	170,000	11,135	4,148,000	3,205,376
2014	-	-	4,056,000	2,980,024
2015	-	-	4,170,000	2,760,157
2016-2020	-	-	20,415,000	10,557,474
2021-2025	-	-	12,390,000	6,483,446
2026-2030	-	-	11,920,000	3,603,538
2031-2034	-	-	5,730,000	476,850
	$ 480,000	$ 64,190	$ 69,387,000	$ 37,135,639

Tax Increment Financing Revenue Bonds

The tax increment financing revenue bonds obligation indebtedness are recorded as a liability of the TIF Commission to match revenue streams to the related obligations for which they have been pledged. The obligation of the City and the Commission to pay principal and interest on these bonds is generally limited solely to the tax increment financing (TIF) revenues generated from each project.

	Balance at December 31, 2010
Branson Meadows TIF Plan	
Special Limited Obligation Bonds (Missouri Development Finance Board Infrastructure Facilities Bonds) Series 2003A of $56,290,000 issued January 2003; 2.5% to 5.5% interest payable semiannually, principal payments due annually ranging from $1,070,000 to $2,940,000 with final maturity on December 1, 2032. Bonds maturing on or after December 1, 2017 may be called on or after December 1, 2012 at par. City management has determined that a portion of the original amount of this obligation should be reported as follows: $6,690,000 in the discretely presented Tax Increment Financing Commission and $49,600,000 should be reported in the governmental activities section of long-term obligations. The remaining annual principal installments related to tax increment financing activities are payable through 2012 and range from $670,000 to $775,000.	$ 1,520,000
Branson Landing TIF Plan	
Special Limited Obligation Bonds (Missouri Development Finance Board Infrastructure Facilities Bonds - City of Branson, Missouri - Branson Landing Project) Series 2004A of $ 40,000,000 issued June 2004; 2.8% to 5.625% interest payable semiannually, remaining principal payments due annually ranging from $300,000 to $3,095,000 with final maturity on December 1, 2028. Bonds maturing on or after December 1, 2014 may be called on or after June 1, 2014 at par. The bonds were issued by MDFB and the proceeds were made available to the City. The City's obligation to make payments is secured by an annual appropriation covenant, mortgages on a parking garage and a convention center, and certain pledged revenues. See discussions on the previous page regarding certain pledged revenue and reserve fund priority provision also know as the "Waterfall" provision.	36,865,000
Special Limited Obligation Bonds (Missouri Development Finance Board Infrastructure Facilities Bonds - City of Branson, Missouri - Branson Landing Project) Series 2005A of $80,000,000 issued September 2005; 3.75% to 6.0% interest payable semiannually, remaining principal payments due annually ranging from $470,000 to $6,930,000 with final maturity on June 1, 2035. Bonds maturing on or after June 1, 2035 may be called on or after June 1, 2015 at par. The bonds were issued by the Missouri Development Finance Board and the proceeds were made available to the City. The City's obligation to make payments is secured by an annual appropriation covenant, mortgages on a parking garage and a convention center, and certain pledged revenues. See discussions on the previous page regarding certain pledged revenue and reserve fund priority provision also know as the "Waterfall" provision.	79,215,000
Tax Increment Revenue Bonds (The Industrial Development Authority of the City of Branson, Missouri, Missouri Limited Obligation Tax Increment Revenue Bonds- Branson Landing Retail Project) Series 2005A of $18,560,000 issued August 2005; 5.25% to 5.50% interest payable semiannually, remaining principal payments due annually ranging from $235,000 to $1,760,000 with final maturity on June 1, 2029.	17,070,000
	133,150,000

	Balance at December 31, 2010
Branson Hills and Shoppes TIF Plan	
Tax Increment Revenue Bonds (The Industrial Development Authority of the City of Branson, Missouri, Missouri Limited Obligation Tax Increment Revenue Bonds- Branson Hills Redevelopment Project) Series 2005A of $14,760,000 issued March 2005; 6.25% to 7.05% interest payable semiannually, remaining principal payments due annually ranging from $175,000 to $2,955,000 with final maturity on May 1, 2027.	14,245,000
Tax Increment Revenue Bonds (The Industrial Development Authority of the City of Branson, Missouri, Missouri Limited Obligation Tax Increment Revenue Bonds - Branson Hills Redevelopment Project) Series 2005B, not to exceed $1,900,000 issued March 2005; 10% interest, principal payment due with final maturity on May 1, 2027. These bonds are subordinate to the Series 2005A Bonds.	1,899,338
Tax Increment Revenue Bonds (The Industrial Development Authority of the City of Branson, Missouri, Missouri Limited Obligation Tax Increment Revenue Bonds - Branson Hills Redevelopment Project) Series 2007A of $3,385,000 issued April 2007; 5.75% interest payable semiannually, principal due at final maturity on May 1, 2026	3,385,000
Tax Increment Revenue Bonds (The Industrial Development Authority of the City of Branson, Missouri, Missouri Limited Obligation Tax Increment Revenue Bonds - Branson Shoppes Redevelopment Project) Series 2006A of $35,545,000 issued November 2006; 5.90% to 5.95% interest payable semiannually, remaining principal payments due annually ranging from $110,000 to $5,780,000 with final maturity on November 1, 2029.	34,920,000
Tax Increment Revenue Bonds (The Industrial Development Authority of the City of Branson, Missouri, Missouri Limited Obligation Tax Increment Revenue Bonds - Branson Shoppes Redevelopment Project) Series 2006B, not to exceed $9,385,045 issued November 2006; 10% interest, principal payment due with final maturity on November 1, 2029. These bonds are subordinate to the Series 2006A Bonds.	8,120,852
	62,570,190
Total tax increment financing revenue bonds	$ 197,240,190

Tax Increment Financing bond debt service requirements to maturity are as follows:

	Tax Increment Financing Bonds					
	Branson Meadows			Branson Landing		
	Principal	Interest	Total	Principal	Interest	Total
2011	$ 745,000	$ 64,615	$ 809,615	$ 2,240,000	$ 6,879,516	$ 9,119,516
2012	775,000	18,325	793,325	2,240,000	6,782,677	9,022,677
2013	-	-	-	2,515,000	6,678,931	9,193,931
2014	-	-	-	2,810,000	6,549,863	9,359,863
2015	-	-	-	3,130,000	6,396,281	9,526,281
2016-2020	-	-	-	21,345,000	28,856,991	50,201,991
2021-2025	-	-	-	31,980,000	22,002,342	53,982,342
2026-2030	-	-	-	36,535,000	12,245,540	48,780,540
2031-2034	-	-	-	30,355,000	4,003,125	34,358,125
	$ 1,520,000	$ 82,940	$ 1,602,940	$ 133,150,000	$ 100,395,266	$ 233,545,266

	Branson Hills and Shoppes			Total		
	Principal	Interest	Total	Principal	Interest	Total
2011	$ 840,000	$ 3,253,282	$ 4,093,282	$ 3,825,000	$ 10,197,413	$ 14,022,413
2012	975,000	3,199,817	4,174,817	3,990,000	10,000,819	13,990,819
2013	1,100,000	3,137,583	4,237,583	3,615,000	9,816,514	13,431,514
2014	1,245,000	3,065,857	4,310,857	4,055,000	9,615,720	13,670,720
2015	1,400,000	2,983,898	4,383,898	4,530,000	9,380,179	13,910,179
2016-2020	9,765,000	13,308,595	23,073,595	31,110,000	42,165,586	73,275,586
2021-2025	15,530,000	9,391,936	24,921,936	47,510,000	31,394,278	78,904,278
2026-2030	31,715,190	2,894,649	34,609,839	68,250,190	15,140,189	83,390,379
2031-2034	-	-	-	30,355,000	4,003,125	34,358,125
	$ 62,570,190	$ 41,235,617	$ 103,805,807	$ 197,240,190	$ 141,713,823	$ 338,954,013

Tax Increment Financing Revenues

The City, other taxing districts and governmental entities have pledged a portion of future incremental property tax and sales tax revenues (TIF revenues) to repay the tax increment financing revenue bonds described above. TIF revenues, along with other funding sources for each issuance, were projected to produce sufficient funds to meet debt service requirements over the life of the bonds. Annual principal and interest payments remaining on these bonds total approximately $339.0 million. Should TIF revenues along with any other funding sources described not be sufficient to meet the required debt service obligations, the City is not legally obligated to make such bond payments from any other sources of its revenues. However, the Branson Landing TIF Plan's $40,000,000 Series 2004A and $80,000,000 Series 2005A bonds contain an annual appropriation covenant obligating the City to make debt service payments from all legally available moneys of the City to the extent the City has appropriated and included such payments in its annual budget. Annual principal and interest payments remaining on the Series 2004A and 2005B bonds total approximately $205.3 million. Incremental taxes are pledged to make payments on these obligations for a period not to exceed 23 years.

For the year ended December 31, 2010, principal and interest paid on tax increment financing bonds totaled approximately $14.5 million. Incremental tax revenues from the City totaled approximately $3.9 million. The remaining funds necessary to meet the current year debt service requirements were derived from incremental tax revenues from other taxing districts and governmental entities totaling approximately $9.9 million and from prior incremental tax revenues held in debt service funds by the bond trustees.

Bond Indebtedness Limitation

Article VI, Sections 26(b) and (c) of the Constitution of the State of Missouri limit the net outstanding amount of authorized general obligation indebtedness for a City to 10 percent of the assessed valuation of the City by a two-thirds (four-sevenths at certain elections) vote of the qualified voters. Article VI, Section 26(d) provides that a city may, by a two-thirds (four-sevenths at certain elections) vote of the qualified voters, incur indebtedness in an amount not to exceed an additional 10 percent for the purpose of acquiring rights-of-way, construction, extending and improving streets and avenues, and sanitary or storm sewer systems, provided the total general obligation indebtedness of a City does not exceed 20 percent of the assessed valuation. Article VI, Section 26(e) provides that a City may, by a two-thirds (four-sevenths at certain elections) vote of the qualified voters, incur indebtedness in an amount not exceeding an additional 10 percent for the purpose of purchasing or constructing waterworks, electric or other light plants to be owned exclusively by the City, provided that the total general obligation indebtedness of a City does not exceed 20 percent of the assessed valuation.

The City has no outstanding general obligation debt. The City has issued multiple series of Tourism Tax Revenue Bonds. Although they are not general obligation bonds, the outstanding Tourism Tax Revenue Bonds and any additional Tourism Tax Revenue Bonds are payable from a pledge of the City's Tourism Tax and therefore count against the indebtedness limits imposed by the Missouri Constitution. The legal debt capacity of 20% of the City's assessed valuation as of December 31, 2010, based on the 2009 valuation, was $96,655,336. The total net outstanding net indebtedness of the City was $24,751,072 as of December 31, 2010, leaves a remaining available legal debt capacity of $71,904,264 as of that date.

8 - Defined Benefit Pension Plan

Plan Description

The City participates in the Missouri Local Government Employees Retirement System (LAGERS), an agent multiple-employer public employee retirement system that acts as a common investment and administrative agent for local government entities in Missouri. LAGERS is a defined benefit pension plan which provides retirement, disability, and death benefits to plan members and beneficiaries.

LAGERS was created and is governed by Statute, Section RSMo. 70.600 – 70.755. As such, it is the system's responsibility to administer the law in accordance with the expressed intent of the General Assembly. The plan is qualified under the Internal Revenue Code Section 401(a) and it is tax-exempt.

LAGERS issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained by writing LAGERS, P.O. Box 1665, Jefferson City, Missouri 65102 or by calling 1-800-447-4334.

Funding Status

The City's full-time employees contribute 4% of their gross pay to the pension plan. The statutorily required contribution rates are 10.6% (general), 8.3% (police), and 11.0% (fire) of annual covered payroll. The contribution requirements of plan members are determined by the governing body of the political subdivision. The contribution provisions of the political subdivision are established by state statute.

Annual Pension Cost (APC) and Net Pension Obligation (NPO)

	Total Primary Government
Annual required contribution	$ 1,013,710
Interest on net pension obligation	-
Adjustment to annual required contribution	-
Annual pension cost (APC)	1,013,710
Actual contributions	919,435
Increase in net pension obligation (NPO)	94,275
NPO - beginning of year	-
NPO - end of year	$ 94,275

The annual required contribution (ARC) was determined as part of the February 29, 2008 and February 28, 2009 annual actuarial valuation using the entry age actuarial cost method. The actuarial assumptions included (a) a rate of return on the investment of present and future assets of 7.5% per year, compounded annually, (b) projected salary increases of 4.0% per year, compounded annually, attributable to inflation, (c) additional projected salary increases ranging from 0.0% to 6.0% per year, depending on age and division, attributable to seniority/merit, (d) pre-retirement mortality based on the RP-2000 Combined Healthy Table set back zero years for men and women and (e) post-retirement mortality based on the 1971 group Annuity Mortality table projected to 2000 set back one year for men and seven years for women. The actuarial value of assets was determined using techniques that smooth the effects of short-term volatility in the market value of investments over a five-year period. The unfunded actuarial accrued liability is being amortized as a level percentage of projected payroll on an open basis. The amortization period as of the February 29, 2008 was 15 years for the General division, 15 years for the Police division, and 25 year for the Fire division. The amortization period as of the February 29, 2009 was 30 years for all divisions.

Year Ended Ending	Pension Cost (APC)	of APC Contributed	Pension Obligation
6/30/2008	$ 817,059	100.0%	$ -
6/30/2009	866,015	100.0%	-
6/30/2010	1,013,710	90.7%	94,275

Funded Status and Funding Progress

As of February 28, 2010, which represents the most recent actuarial valuation date, the actuarial accrued liability for benefits within the plan for the City was $18,288,527. The actuarial value of assets was $12,763,217, which results in an unfunded actuarial accrued liability (UAAL) of $5,525,310 and a funded ratio of 70 percent. The covered payroll (annual payroll of active employees covered by the plan) was $8,726,647, which results in a ratio of the UAAL to the covered payroll of 63 percent.

The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multi-year trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

9 - Post Employment Health Benefits

Plan Description

The City provides for a continuation of medical, prescription drug, hearing, vision, and dental insurance benefits to employees that retire from City employment and who participate in the Missouri Local Government Employees Retirement System (LAGERS) through a single employer plan. The Plan does not issue separate audited financial statements.

The City requires the retirees to pay 100% of the premiums charged to active employees. The rates being paid by retirees for benefits are typically lower than those for individual health insurance policies. (The retiree insurance is guaranteed issue; no medical questionnaire is required.) The difference between these amounts is the implicit rate subsidy, which is considered other post employment benefits (OPEB) under Governmental Accounting Standards Board Statement No. 45 (GASB Statement 45). Retirees and spouses have the same benefits as active employees, and they are not required to terminate participation upon Medicare eligibility.

Funding Policy

GASB Statement 45 does not require funding of the OPEB liability, and the City has chosen not to fund it.

Annual OPEB Cost and Net OPEB Obligation

The City's annual OPEB cost (expense) is calculated based on the annual required contribution (ARC) of the employer, which represents an amount that is actuarially determined in accordance with the requirements of GASB Statement 45. The ARC represents the level of funding that, if paid on an ongoing basis, is projected to cover normal costs each year plus the amortization of the unfunded actuarial liability over a period of time that the City has selected as being thirty years. The following table shows the components of the City's annual OPEB cost for the year ended December 31, 2010, the amount of expected employer contributions to the plan, and changes in the City's net OPEB obligation.

	Governmental Activities	Business-Type Activities	Total Primary Government
Annual required contribution	$ 105,193	$ 38,907	$ 144,100
Interest on net OPEB obligation	3,446	1,274	4,720
Adjustment to annual required contribution	(2,871)	(1,062)	(3,933)
Annual OPEB cost (expense)	105,767	39,119	144,886
Less: Net employer contributions	19,053	7,047	26,100
Increase in net OPEB obligation	86,714	32,072	118,786
Net OPEB obligation - beginning of year	86,140	31,860	118,000
Net OPEB obligation - end of year	$ 172,854	$ 63,932	$ 236,786

The City's annual OPEB cost, the percentage of annual OPEB costs estimated to be contributed to the plan, and the net OPEB obligation for the year ending December 31, 2010 is as follows:

	Annual OPEB Cost	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation
Governmental Activities:			
12/31/2010	$ 105,193	18.1%	$ 172,854
Business-Type Activities:			
12/31/2010	$ 38,907	18.1%	$ 63,932

Funded Status and Funding Progress

As of September 30, 2009, which represents both the initial and the most recent actuarial valuation date, the actuarial accrued liability for benefits within the plan for the City is $1,082,100. There are no assets set aside for funding the plan as of that date, thus the entire amount is unfunded. The covered payroll (annual payroll of active employees covered by the plan) was $8,507,895, which results in a ratio of the unfunded actuarial accrued liability (UAAL) to the covered payroll of 12.7 percent.

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multi-year trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

The projected unit credit actuarial cost method is used in the September 30, 2009, initial actuarial valuation. At this initial valuation date, actuarial present value of benefits is determined for each participant. The sum of these actuarial present values of benefits allocated to the current valuation year is the normal cost for the initial plan year. The sum of actuarial present values of benefits allocated to all valuation years preceding the valuation date represents the actuarial accrued liability.

The actuarial assumptions include a 4.0 percent investment rate of return. The actuarial assumptions for the healthcare cost inflation rate is an initial growth factor of 7.9 and 5.0 percent for medical and dental coverage, respectively, with both declining to an ultimate inflation rate of 4.4% for both. The UAAL will be amortized over a period of 30 years using a level percentage of projected payroll on an open basis.

10 - Risk Management

The City is exposed to various risks of loss from torts' theft of, damage to or destruction of assets; errors and omissions; business interruption; employee injuries and health matters; and natural disasters. Commercial insurance coverage is purchased for claims arising from these matters. There have been no reductions in insurance converge from the prior year Settlements have not exceeded insurance coverage for each of the last three years.

11 - Commitments and Contingencies

Branson Landing Master Lease

The City as landlord has entered into Branson Landing lease with HCW Development Company, LLC as the tenant. The lease requires the City to pay 50% or up to $310,000 of the annual actual costs associated with the maintenance, upkeep and operations of the Main Fountain and the Town Square Fountain. The City will pay for the actual On-Site Public Improvements expense excluding those associated with the fountains listed above, up to $115,000 per calendar year. Beginning in the calendar year of the fifth anniversary of the lease commencement date (FY2010) and for each year thereafter the maximum fountain and maintenance contribution shall be recalculated by multiplying the maximum contributions by a fraction, the numerator being the Consumer Price Index (CPI) for the month of January for the current year, and the denominator being the CPI for the month of January for the prior year. For the year ended December 31, 2010, the City paid $436,475 under this lease agreement.

Capital Projects

Normal commitments have been made for future expenditures related to the City's Five Year Capital Improvement program. At December 31, 2010, the City was committed to a construction projects for Governmental funds in the amount of $215,070 and for Proprietary funds in the amount of $2,434,266.

Convention Center Operating Agreement

The City has entered into convention center management agreement with Hilton Hotels Corporation in connection with the City's Convention Center. The agreement requires a fixed monthly management fee that may increase annually by the lower of 3% or the increase in the Consumer Price Index (CPI). Subject to certain agreement clauses, the term of the agreement is for 15 years from the opening of the Convention Center and includes options for renewal for two 5 year periods. For the period ended December 31, 2010, the City paid $180,000 under this management agreement.

Airport Pay for Performance Agreement

The City has entered into a Pay for Performance Agreement and related Supplemental Agreement to the Pay for Performance Agreement, collectively, (the Agreement) with a private developer and the Branson, Missouri Regional Airport Transportation Development District (TDD). Under the Agreement, the City will pay a per passenger fee based on qualifying passenger arrivals on a semi-annual basis to the TDD. In no event shall the City's payment obligation under the Agreement exceed $2,000,000 on an annual basis. In addition, any obligations under this Agreement are subject to annual appropriation by the Board of Aldermen. Total fees under the Agreement for 2010 were nearly $489,000 of which approximately $327,000 is a payable as of December 31, 2010.

Litigation

Real Property Issues

City Owned Property

On January 14, 2010, a judgment was issued by Taney County Circuit Court Case No. 03CV787034 regarding the rights to the title of certain real property located in Branson, Missouri. Although the City was not a party to the case at the time the judgment was issued, the legal description of the land contained in the judgment includes certain real property owned by the City. Accordingly, the ownership of certain real property of the City is in question.

The City analyzed the impact of the January 14, 2010 judgment and has vigorously defended its title to its property included in the judgment including appealing the judgment to the Missouri Court of Appeals (said appeal currently pending before the court) and shall similarly vigorously oppose any other party's efforts to contest the City's title to its property. The eventual outcome of the case cannot be determined at this time. The City believes that it will retain ownership of the land. If it is determined that the City does not own the land, the City's management believes that any loss in excess of applicable insurance will not have a material impact on the City's financial position or operations.

General

The City is a defendant in other various lawsuits relating to easements, condemnations and other matters which are considered normal to the City's operations. At December 31, 2010, it was the opinion of the City's management that the outcome of the litigation would not result in a material loss to the City in excess of applicable insurance coverage.

Branson Meadows TIF Plan

The Developer associated with the Branson Meadows TIF Plan contributed approximately $3.9 million to the project which qualifies under the plan as a reimbursable project cost. Any potential reimbursements to the Developer from available TIF revenues are subordinate to the related bond debt service requirements and any cumulative shortfalls covered by the City. The City does not believe that there will be sufficient revenues generated by the TIF Plan to retire this obligation. Accordingly, the City has not recorded an obligation.

12 - Interfund Activity

Interfund transfers for the year ended December 31, 2010, consisted of the following:

	Transfers From				
Transfers to	General	Tourism Tax	Transportation Sales Tax	Other Governmental	Total
Governmental :					
Convention Center	$ 381,125	$ 411,378	$ -	$ -	$ 792,503
Debt Service	1,550,000	-	1,221,000	5	2,771,005
Other Governmental	891,860	-	-	-	891,860
Business-type:					
Water and Sewer	-	8,061,223	-	-	8,061,223
Total	$ 2,822,985	$ 8,472,601	$ 1,221,000	$ 5	$ 12,516,591

Transfers are used to (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, (2) move receipts restricted to debt service from the funds collecting the receipts to the debt service fund as debt service payments become due, (3) use unrestricted revenues collected in the general fund finance various programs accounted for in other funds in accordance with budgetary authorizations, (4) to fund capital and repair and maintenance needs including treatment plan expansion in the Water and Sewer Fund..

13 - Subsequent Events

The City entered into a financing agreement with the Industrial Development Authority of the City of Branson, Missouri (the Authority) related to a $4,956,636 promissory note issued the Authority. Under the agreement, the City will make annual payments of approximately $580,000 including interest of 3.49% through 2020.

The City has evaluated subsequent events through May 13, 2011, the date the financial statements were available to be issued.

Required Supplementary Information

Branson
Missouri

REQUIRED SUPPLEMENTARY INFORMATION

Required supplementary information includes financial information and disclosures that are required by GASB but are not considered a part of the basic financial statements.

Such information includes:

- Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – General Fund

- Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – Tourism Fund

- Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – Transportation Sales Tax Fund

- Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – Convention Center Fund

- Schedules of Funding Progress

Budgeting

Missouri statutes require that all political subdivisions of the State prepare an annual budget. Governmental funds required to have legally adopted annual budgets are the general fund, the special revenue funds, and the debt service fund. Legally adopted annual budgets are not required for the capital projects fund and the permanent fund. Annual budgets for all governmental funds are adopted using the modified accrual basis of accounting, modified further by the encumbrance method of accounting.

The appropriated budget is prepared by fund, function, and department. State statutes set the legal level of budgetary control at the fund level (i.e., the level at which expenditures may not legally exceed appropriations). Management's level of budgetary control is at the departmental level. The City has elected to pursue a policy of requiring approval of the Board of Aldermen on major purchases exceeding $ 15,000.

Encumbrance accounting, under which purchase orders, contracts and other commitments for the expenditures of funds are recorded in order to reserve that portion of the applicable appropriation, is utilized in the governmental funds financial statements. Encumbrances are reported as reservations of fund balances because they do not constitute expenditures or liabilities.

CITY OF BRANSON, MISSOURI
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual - General Fund
For the year ended December 31, 2010

	Original Budget	Final Amended Budget	Actual Amounts (Budgetary Basis)	Variance with Final Budget Positive (negative)
Revenues:				
Taxes	$ 10,382,988	$ 10,382,988	$ 11,717,032	$ 1,334,044
Licenses and permits:	481,005	481,005	594,662	113,657
City court fines	636,075	636,075	721,396	85,321
Lease and rent	1,532,000	1,082,000	1,299,524	217,524
Charges for services	1,017,185	1,017,185	542,260	(474,925)
Intergovernmental	-	-	94,788	94,788
Interest Income	102,000	102,000	24,046	(77,954)
Miscellaneous	220,000	261,688	150,015	(111,673)
Total revenues	14,371,253	13,962,941	15,143,723	1,180,782
Expenditures:				
General government:				
Mayor and board	60,530	60,530	61,906	(1,376)
City Administration	468,705	468,705	434,810	33,895
Human Resources	280,132	280,132	269,663	10,469
Administrative Services	2,851,348	3,340,044	3,486,609	(146,565)
Finance	739,274	739,274	664,742	74,532
Legal	479,445	604,445	813,435	(208,990)
Total general government	4,879,434	5,493,130	5,731,165	(238,035)
Public safety:				
Police	3,769,808	3,769,808	3,439,324	330,484
Fire	2,771,686	2,771,686	2,517,036	254,650
Total public safety	6,541,494	6,541,494	5,956,360	585,134
Public works	1,221,839	965,369	903,167	62,202
Engineering	655,356	655,356	591,680	63,676
Community Development	1,027,894	850,522	831,475	19,047
Total expenditures	14,326,017	14,505,871	14,013,847	492,024
Excess of revenues over (under) expenditures	45,236	(542,930)	1,129,876	1,672,806
Other Financing Sources (Uses):				
Transfers in	-	231,324	-	(231,324)
Transfers out	(2,641,859)	(2,561,859)	(2,822,985)	(261,126)
Total other financing sources (uses)	(2,641,859)	(2,330,535)	(2,822,985)	(492,450)
Change in fund balances	$ (2,596,623)	$ (2,873,465)	(1,693,109)	$ 1,180,356
Fund balance, beginning of year			7,183,731	
Fund balance - end of year - budget basis			5,490,622	
Adjustments:				
Encumbrances			65,075	
Fund balance - end of year - GAAP basis			$ 5,555,697	
Net change in fund balance - budget basis			$ (1,693,109)	
Adjustments:				
Encumbrances - beginning of year			(303,696)	
Encumbrances - end of year			65,075	
Net change in fund balance - GAAP basis			$ (1,931,730)	

CITY OF BRANSON, MISSOURI
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual - Tourism Tax Fund
For the year ended December 31, 2010

	Original and Final Amended Budget	Actual Amounts (Budgetary Basis)	Variance with Final Budget Positive (negative)
Revenues:			
Taxes	$ 10,564,800	$ 10,907,769	$ 342,969
Interest Income	690,000	737,123	47,123
Total revenues	11,254,800	11,644,892	390,092
Expenditures:			
Tourism	2,476,185	2,445,203	30,982
Debt service:			
Principal	2,462,000	2,462,000	-
Interest and fiscal charges	1,426,007	1,614,145	(188,138)
Total expenditures	6,364,192	6,521,348	(157,156)
Excess of revenues over (under) expenditures	4,890,608	5,123,544	232,936
Other financing sources (uses)			
Bonds issued	-	15,535,000	15,535,000
Discounts	-	(98,377)	(98,377)
Payment to bond escrow agent	-	(7,854,917)	(7,854,917)
Transfers out	(1,250,000)	(8,472,600)	(7,222,600)
Total other financing sources (uses)	(1,250,000)	(890,894)	359,106
Change in fund balances	$ 3,640,608	4,232,650	$ 592,042
Fund balance, beginning of year		13,553,637	
Fund balance - end of year - budget basis		17,786,287	
Adjustments:			
Encumbrances		25,574	
Fund balance - end of year - GAAP basis		$ 17,811,861	
Net change in fund balance - budget basis		$ 4,232,650	
Adjustments:			
Encumbrances - beginning of year		(59,664)	
Encumbrances - end of year		25,574	
Net change in fund balance - GAAP basis		$ 4,198,560	

CITY OF BRANSON, MISSOURI
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual - Transportation Sales Tax Fund
For the year ended December 31, 2010

	Original and Final Amended Budget	Actual Amounts (Budgetary Basis)	Variance with Final Budget Positive (negative)
Revenues:			
Taxes	$ 4,405,507	$ 4,369,356	$ (36,151)
Total revenues	4,405,507	4,369,356	(36,151)
Expenditures:			
Public works	2,083,187	2,217,355	(134,168)
Total expenditures	2,083,187	2,217,355	(134,168)
Excess of revenues over expenditures	2,322,320	2,152,001	(170,319)
Other financing sources (uses):			
Transfers out	(1,221,000)	(1,221,000)	-
Total other financing sources (uses)	(1,221,000)	(1,221,000)	-
Change in fund balances	$ 1,101,320	931,001	$ (170,319)
Fund balance, beginning of year		819,720	
Fund balance - end of year - budget basis		1,750,721	
Adjustments:			
Encumbrances		12,135	
Fund balance - end of year - GAAP basis		$ 1,762,856	
Net change in fund balance - budget basis		$ 931,001	
Adjustments:			
Encumbrances - beginning of year		(8,807)	
Encumbrances - end of year		12,135	
Net change in fund balance - GAAP basis		$ 934,329	

CITY OF BRANSON, MISSOURI
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual - Convention Center Fund
For the year ended December 31, 2010

	Original and Final Amended Budget	Actual Amounts (Budgetary Basis)	Variance with Final Budget Positive (negative)
Revenues:			
Charges for services	$ 4,596,903	$ 4,637,819	$ 40,916
Total revenues	4,596,903	4,637,819	40,916
Expenditures:			
Convention Center Operations	5,957,257	5,385,970	571,287
Total expenditures	5,957,257	5,385,970	571,287
Excess of revenues over expenditures	(1,360,354)	(748,151)	612,203
Other financing sources (uses):			
Transfers in	1,500,000	792,503	(707,497)
Total other financing sources (uses)	1,500,000	792,503	(707,497)
Change in fund balances	$ 139,646	44,352	$ (95,294)
Fund balance, beginning of year		506,676	
Fund balance, end of year		$ 551,028	

CITY OF BRANSON, MISSOURI

Schedules of Funding Progress

Missouri LAGERS Schedule of Funding Progress

Actuarial Valuation Date	Actuarial Value of Assets (a)	Entry Age Actuarial Accrued Liability(AAL) (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a / b)	Annual Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ((b-a)/c)
2/29/2008	$ 14,091,461	$ 14,432,315	$ 340,854	98%	$ 8,239,463	4%
2/28/2009	12,521,486	18,373,176	5,851,690	68%	8,507,895	69%
2/28/2010	12,763,217	18,288,527	5,525,310	70%	8,726,647	63%

The above assets and actuarial accrued liability do not include the assets and present value of benefits associated with the Benefit Reserve Fund and the Casualty Reserve Fund. The actuarial assumptions were changed in conjunction with the February 28, 2006 annual actuarial valuations. For a complete description of the actuarial assumptions used in the annual valuations please contact the LAGERS office in Jefferson City, Missouri.

Other Post- Employment Benefits Schedule of Funding Progress

Actuarial Valuation Date	Actuarial Value of Assets (a)	Projected Unit Credit Cost Accrued Liability(AAL) (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a / b)	Annual Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ((b-a)/c)
9/30/2009	$ -	$ 1,082,100	$ 1,082,100	0%	$ 8,507,895	13%

Other Supplementary Information Combining and Individual Fund Statements and Schedules

NON-MAJOR GOVERNMENTAL FUNDS

Recreation Fund is used to account for park and recreation programs and activities.

Capital Projects Planning Fund is used to account for non-capital expenditures related to planning of major capital projects.

Capital Projects Fund is used to account for acquisition, construction and renovation of major capital facilities.

Perpetual Care Fund is used to account for monies legally restricted by statute for the care of the City Cemetery.

CITY OF BRANSON, MISSOURI
Combining Balance Sheet - Non-Major Governmental Funds
December 31, 2010

	Special Revenue	Capital Projects		Permanent	
Assets	Recreation	Capital Projects Planning	Capital Projects	Perpetual Care	**Total Nonmajor Governmental Funds**
Cash and cash equivalents	$ 685,533	$ 332,934	$ 3,636,021	$ 4,310	**$ 4,658,798**
Receivables, net:					
Other	-	-	249,629	-	**249,629**
Total assets	$ 685,533	$ 332,934	$ 3,885,650	$ 4,310	**$ 4,908,427**
Liabilities and Fund Balances					
Liabilities:					
Accounts payable	$ 62,371	$ -	$ 19,363	$ -	**$ 81,734**
Accrued expenditures	27,604	-	-	-	**27,604**
Total liabilities	89,975	-	19,363	-	**109,338**
Fund Balances:					
Reserved for:					
Encumbrances	1,451	-	463,660	-	**465,111**
Other purposes	-	-	-	4,310	**4,310**
Unreserved:					
Special revenue fund	594,107	-	-	-	**594,107**
Capital projects fund	-	332,934	3,402,627	-	**3,735,561**
Total fund balances	595,558	332,934	3,866,287	4,310	**4,799,089**
Total liabilities and fund balance	$ 685,533	$ 332,934	$ 3,885,650	$ 4,310	**$ 4,908,427**

CITY OF BRANSON, MISSOURI
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances - Non-Major Governmental Funds
For the year ended December 31, 2010

	Special Revenue	Capital Projects		Permanent	
	Recreation	Capital Projects Planning	Capital Projects	Perpetual Care	**Total Nonmajor Governmental Funds**
Revenues:					
Taxes	$ 82,506	$ -	$ -	$ -	**$ 82,506**
Charges for services	1,356,992	-	-	-	**1,356,992**
Miscellaneous	162,895	-	-	100	**162,995**
Total revenues	1,602,393	-	-	100	**1,602,493**
Expenditures:					
Culture and recreation	2,020,121	-	-	-	**2,020,121**
Capital outlay	-	-	745,892	-	**745,892**
Total expenditures	2,020,121	-	745,892	-	**2,766,013**
Excess of revenues over (under) expenditures	(417,728)	-	(745,892)	100	**(1,163,520)**
Other financing sources (uses):					
Transfers in	591,859	300,000	-	-	**891,859**
Transfers out	-	-	(5)	-	**(5)**
Total other financing sources (uses)	591,859	300,000	(5)	-	**891,854**
Net change in fund balances	174,131	300,000	(745,897)	100	**(271,666)**
Fund balances - beginning of year	421,427	32,934	4,612,184	4,210	**5,070,755**
Fund balances - end of year	$ 595,558	$ 332,934	$ 3,866,287	$ 4,310	**$ 4,799,089**

CITY OF BRANSON, MISSOURI
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual - Recreation Fund
For the year ended December 31, 2010

	Original Budget	Final Amended Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
Revenues:				
Taxes	$ 90,000	$ 90,000	$ 82,506	$ (7,494)
Charges for services	1,349,568	1,349,568	1,356,992	7,424
Miscellaneous	40,000	40,000	162,895	122,895
Total revenues	1,479,568	1,479,568	1,602,393	122,825
Expenditures:				
Culture and recreation	2,091,289	2,347,759	2,006,191	341,568
Excess of revenues over (under) expenditures	(611,721)	(868,191)	(403,798)	464,393
Other financing sources (uses):				
Transfers in	591,859	591,859	591,859	-
Change in fund balances	$ (19,862)	$ (276,332)	188,061	$ 464,393
Fund balance, beginning of year			406,046	
Fund balance - end of year - budget basis			594,107	
Adjustments:				
Encumbrances			1,451	
Fund balance - end of year - GAAP basis			$ 595,558	
Net change in fund balance - budget basis			$ 188,061	
Adjustments:				
Encumbrances - beginning of year			(15,381)	
Encumbrances - end of year			1,451	
Net change in fund balance - GAAP basis			$ 174,131	

CITY OF BRANSON, MISSOURI
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual - Debt Service Fund
For the year ended December 31, 2010

	Original and Final amended Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
Revenues:			
Contributions from component unit	$ -	$ 221,193	$ 221,193
Interest income	145,000	127,349	(17,651)
Total revenues	145,000	348,542	203,542
Expenditures:			
Community development	1,382,021	517,169	864,852
Debt Service:			
Principal	465,000	465,000	-
Interest	2,069,329	2,069,479	(150)
Total expenditures	3,916,350	3,051,648	864,702
Excess of revenues over (under) expenditures	(3,771,350)	(2,703,106)	1,068,244
Other Financing Sources (Uses)			
Transfers in	2,771,000	2,771,005	5
Total other financing sources (uses)	2,771,000	2,771,005	5
Change in fund balances	$ (1,000,350)	67,899	$ 1,068,249
Fund balance, beginning of year		1,935,826	
Fund balance, end of year		$ 2,003,725	

CITY OF BRANSON, MISSOURI
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual - Capital Projects Fund
For the year ended December 31, 2010

	Original and Final amended Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
Revenues:			
Miscellaneous	$ -	$ -	$ -
Total revenues	-	-	-
Expenditures:			
Capital Outlays	2,712,430	691,454	2,020,976
Total expenditures	2,712,430	691,454	2,020,976
Excess of revenues over (under) expenditures	(2,712,430)	(691,454)	2,020,976
Other financing sources (uses):			
Transfers out	-	(5)	(5)
Change in fund balances	$ (2,712,430)	(691,459)	$ 2,020,971

Fund balance, beginning of year	4,094,086
Fund balance - end of year - budget basis	3,402,627
Adjustments:	
Encumbrances	463,660
Fund balance - end of year - GAAP basis	$ 3,866,287
Net change in fund balance - budget basis	$ (691,459)
Adjustments:	
Encumbrances - beginning of year	(518,098)
Encumbrances - end of year	463,660
Net change in fund balance - GAAP basis	$ (745,897)

City of Branson, Missouri
Combining Balance Sheet - Discretely Presented Component Unit
Tax Increment Financing Commission
December 31, 2010

	Branson Meadows	Branson Landing	Branson Hills	Total
Assets				
Cash and cash equivalents	$ 14,716	$ 1,226,871	$ 385,741	$ 1,627,328
Receivables:				
Intergovernmental	33,671	974,511	625,900	1,634,082
Due from primary government	34,004	372,933	259,241	666,178
Restricted cash and equivalents	419,366	14,221,944	7,692,332	22,333,642
Total Assets	$ 501,757	$ 16,796,259	$ 8,963,214	$ 26,261,230
Liabilities and Fund Balances				
Liabilities:				
Deferred revenue	$ -	$ 407,788	$ -	$ 407,788
Total liabilities	-	407,788	-	407,788
Fund balances:				
Reserved for capital projects	-	-	12,077	12,077
Reserved for debt service	501,757	16,388,471	8,951,137	25,841,365
Total fund balances	501,757	16,388,471	8,963,214	25,853,442
Total liabilities and fund balances	$ 501,757	$ 16,796,259	$ 8,963,214	$ 26,261,230

Amounts reported in the government-wide statements are different because:

Fund balances	$ 25,853,442
The issuance of long-term debt provides current financial resources, while the repayment of the principal of long-term debt consumes the current financial resources. Neither transaction has any effect on net assets. The Commission's governmental funds report the effect of issuance costs, premiums, discounts and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items:	
Long-term debt	(198,485,538)
Bond issuance costs, net	3,608,859
Accrued interest payable	(1,131,807)
Net assets (deficit) of component unit	$ (170,155,044)

City of Branson, Missouri
Combining Statement of Revenues, Expenditures and Changes in Fund Balance - Discretely Presented Component Unit - Tax Increment Financing Commission
For the year ended December 31, 2010

	Branson Meadows	Branson Landing	Branson Hills	Total
Revenues:				
Taxes	$ 158,111	$ 2,549,180	$ 1,173,450	$ 3,880,741
Intergovernmental activity taxes	158,111	6,267,433	3,431,673	9,857,217
Lease and rent	-	462,017	-	462,017
Contributions from City	517,169	-	-	517,169
Interest	17,366	368,991	1,059	387,416
Total Revenues	850,757	9,647,621	4,606,182	15,104,560
Expenditures:				
Current:				
General government	-	4,434	-	4,434
Community development - Contributions to City	-	221,193	-	221,193
Debt service:				
Principal	720,000	2,570,000	735,000	4,025,000
Interest	93,415	7,000,639	3,413,066	10,507,120
Total expenditures	813,415	9,796,266	4,148,066	14,757,747
Excess of revenues over (under) expenditures	37,342	(148,645)	458,116	346,813
Fund balances - beginning of year	464,415	16,537,116	8,505,098	25,506,629
Fund balances - end of year	$ 501,757	$ 16,388,471	$ 8,963,214	$ 25,853,442

Amounts reported in the government-wide statements are different because:

Change in fund balances	$ 346,813

The issuance of long-term debt provides current financial resources, while the repayment of the principal of long-term debt consumes the current financial resources of the Commission's governmental funds. Neither transaction has any effect on net assets. Also, the Commission's governmental funds report the effect of issuance costs, premiums, discounts and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.

Principal payments on long-term debt	4,025,000
Change in accrued interest payable	321,790
Change in bond issuance costs, net	(183,319)
Change in bond premiums and discounts, net	65,244
Change in net assets of discretely presented component unit	$ 4,575,528

CITY OF BRANSON, MISSOURI

Combining Statement of Changes in Assets and Liabilities -
Agency Fund
For the year ended December 31, 2010

Landscape Trust Fund	Balance December 31, 2009	Additions	Deductions	Balance December 31, 2010
Assets				
Cash and cash equivalents	$ 976,508	$ 33,258	$ 71,270	$ 938,496
Liabilities				
Due to others	$ 976,508	$ 33,258	$ 71,270	$ 938,496

Statistical Section

STATISTICAL SECTION

This part of the City of Branson's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information indicates about the City's overall financial health.

Contents **Table**

Financial Trends

These tables contain trend information to help the reader understand how the City's financial performance and well-being have changed over time. **1-4**

Revenue Capacity

These tables contain information to help the reader assess the City's most significant local revenue sources: sales tax, tourism tax. and property tax. **5-12**

Debt Capacity

These tables present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future. **13-16**

Demographic and Economic Information

These tables offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place. **17-18**

Operating Information

These tables contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs. **19-21**

Sources: Unless otherwise noted, the information in these tables is derived from the comprehensive annual financial reports for the relevant year. The City implemented GASB Statement 34 in 2003; tables presenting government-wide information include information beginning in that year.

Branson
Missouri

Table 1

CITY OF BRANSON, MISSOURI
Net Assets by Component
LAST SEVEN FISCAL YEARS
(accrual basis of accounting)

	2004	2005	2006	2007	2008	2009	2010
Government activities							
Invested in capital assets, net of related debt	$ 7,713,950	$ 12,523,781	$ 22,280,129	$ 141,919,127	$ 145,177,108	$ 144,289,962	$ 129,557,224
Restricted	28,372,238	23,716,023	17,980,262	17,204,507	17,791,624	14,686,790	21,582,752
Unrestricted	18,261,987	17,979,313	20,709,745	16,681,197	13,200,540	14,845,152	10,329,689
Total governmental activities net assets	$ 54,348,175	$ 54,219,117	$ 60,970,136	$ 175,804,831	$ 176,169,272	$ 173,821,904	$ 161,469,665
Business-type activities							
Invested in capital assets, net of related debt	$ 71,208,320	$ 76,130,789	$ 75,427,333	$ 73,609,515	$ 77,523,944	$ 75,955,579	$ 81,930,467
Restricted	-	-	-	172,367	185,812	189,393	3,217,997
Unrestricted	5,205,263	1,435,607	1,530,171	1,801,365	2,982,009	4,123,488	4,460,650
Total business-type activities net assets	$ 76,413,583	$ 77,566,396	$ 76,957,504	$ 75,583,247	$ 80,691,765	$ 80,268,460	$ 89,609,114
Primary government							
Invested in capital assets, net of related debt	$ 78,922,270	$ 88,654,570	$ 97,707,462	$ 215,528,642	$ 217,620,480	$ 220,245,541	$ 211,487,691
Restricted	28,372,238	23,716,023	17,980,262	17,376,874	17,977,436	14,876,183	24,800,749
Unrestricted	23,467,250	19,414,920	22,239,916	18,482,562	21,263,121	18,968,640	14,790,339
Total primary government net assets	$ 130,761,758	$ 131,785,513	$ 137,927,640	$ 251,388,078	$ 256,861,037	$ 254,090,364	$ 251,078,779

Note: In 2008, the City's tax increment financing activities were removed from the Primary Government presentation and shown as a component unit. Amounts for 2007 have been reclassified. Amounts presented prior to 2007 have not been reclassified.
Note: 2010-Reported on a calendar year basis. Prior Years reported September 30th Fiscal Year.
October thru December of 2009 are not reported in the statistical section as a comparison due to the change in the Fiscal year to a calendar basis.

Table 2

CITY OF BRANSON, MISSOURI
Changes in Net Assets
LAST SEVEN FISCAL YEARS

	2004	2005	2006	2007	2008	2009	2010
Expenses							
Governmental activities:							
General government	$ 3,035,778	$ 3,029,990	$ 3,331,264	$ 4,528,246	$ 4,939,024	$ 5,103,050	$ 6,288,554
Public safety	4,785,882	5,258,799	5,614,712	5,708,173	7,284,189	6,462,599	6,717,714
Public works	6,452,454	6,859,721	7,417,832	8,120,098	9,139,399	9,224,956	9,482,818
Engineering services	530,728	538,614	613,902	646,429	726,971	683,473	658,103
Community development	626,690	624,574	709,621	1,086,542	1,461,803	1,369,522	1,430,800
Culture and recreation	1,148,777	1,495,974 *1	2,270,578	2,010,813	2,316,661	2,305,826	2,643,310
Convention Center	N/A	N/A	N/A *2	872,144	7,229,165	7,522,744	7,471,163
Tourism	2,950,686	3,145,185	2,714,475	2,754,357	2,453,257	2,162,880	2,248,108
Interest on long-term debt	4,968,306	4,928,299	5,515,916	6,000,615	3,938,218	3,563,140	3,824,038
Total governmental expense	24,499,301	25,881,156	28,188,300	31,727,417	39,488,687	38,398,190	40,764,608
Business-type activities:							
Water & sewer services	7,338,921	7,185,700	7,587,129	7,938,306	8,701,225	8,526,666	8,270,508
Total business-type activities expense	7,338,921	7,185,700	7,587,129	7,938,306	8,701,225	8,526,666	8,270,508
Total primary governmental expense	$ 31,838,222	$ 33,066,856	$ 35,775,429	$ 39,665,723	$ 48,189,912	$ 37,035,464	$ 49,035,116
Program Revenues							
Governmental activities:							
Charges for services:							
General government	$ 1,624,581	$ 1,786,399	$ 1,777,350	$ 2,470,833	$ 2,589,876	$ 2,746,768	$ 2,802,297
Public safety	275,509	313,549	341,522	43,849	43,281	19,968	13,466
Public works	71,093	60,342	75,061	13,740	30,307	2,424	-
Engineering services	7,758	11,053	11,773	2,002	1,577	1,165	1,616
Community development	393,853	491,521	799,609	740,409	591,472	229,631	162,255
Culture and recreation	700,034	687,708	1,076,808	1,164,916	1,224,259	1,390,871	1,519,887
Convention center	N/A	N/A	N/A	N/A	3,937,780	4,001,137	4,637,819
Tourism	-	62,397	119,620	19,442	-	-	-
Operating grants & contributions	264,352	317,233	345,589	45,622	206,563	45,565	315,980
Capital grants & contributions	-	-	265,216	381,654	2,750,119	1,016,376	251,439
Total governmental program revenues	$ 3,337,180	$ 3,730,202	$ 4,812,548	$ 4,882,467	$ 11,375,234	$ 9,453,905	$ 9,704,759

Changes in Net Assets, Con't

	2004	2005	2006	2007	2008	2009	2010
Business-type activities:							
Charges for services - water & sewer	$ 3,913,997	$ 3,852,735	$ 4,980,028	$ 5,195,680	$ 5,906,548	$ 5,856,243	$ 6,077,393
Capital grants & contributions	911,433	-	-	596,804	6,523,130	1,199,077	3,996,655
Total business-type activities program revenues	4,825,430	3,852,735	4,980,028	5,792,484	12,429,678	7,055,320	10,074,048
Total primary governmental program revenues	$ 8,162,610	$ 7,582,937	$ 9,792,576	$ 10,674,951	$ 23,804,912	$ 16,509,225	$ 19,778,807
Net (expense)revenue							
Governmental activities	$ (21,162,121)	$ (22,150,954)	$ (23,375,752)	$ (26,844,950)	$ (28,113,453)	$ (28,944,285)	$ (31,059,849)
Business-type activities	(2,513,491)	(3,332,965)	(2,607,101)	(2,145,822)	3,728,453	(1,471,346)	1,803,540
Total primary governmental net expense	$ (23,675,612)	$ (25,483,919)	$ (25,982,853)	$ (28,990,772)	$ (24,385,000)	$ (30,415,631)	$ (29,256,309)
General Revenues and Other Changes in Net Assets							
Governmental activities:							
Taxes:							
Property tax	$ 1,773,199	$ 1,875,088	$ 1,793,951	$ 2,061,835	$ 2,052,194	$ 2,370,101	$ 2,560,923
Sales tax	12,325,171	12,454,943	12,884,856	12,443,263	12,981,038	12,102,118	12,321,436
Tourism tax	10,678,801	10,495,936	10,935,304	11,810,276	11,769,977	10,888,188	10,907,769
Other taxes	837,370	872,555	1,730,423	1,079,175	1,512,676	1,360,473	1,396,916
(Loss)/gain on sale of capital assets	(113,160)	-	60,347	9,515	-	-	104,256
Unrestricted grants and contributions	-	-	-	-	-	-	-
Unrestricted investment earnings	1,638,491	1,719,869	4,513,670	2,397,427	1,505,009	876,037	888,518
Transfers out	(6,362,558)	(4,435,998)	(1,658,925)	(725,608)	(1,343,000)	(1,000,000)	(8,061,223)
Total governmental activities	20,777,314	22,982,393	30,259,626	29,075,883	28,477,894	26,596,917	26,596,917
Business-type activities:							
Unrestricted investment earnings	56,763	49,780	59,211	45,957	37,065	48,041	31,030
Gain of sale of capital assets	-	-	280,073	-	-		
Transfers in	6,362,558	4,435,998	1,658,925	725,608	1,343,000	1,000,000	8,061,223
Total business-type activities	6,419,321	4,485,778	1,998,209	771,565	1,380,065	1,048,041	8,092,253
Total primary government	$ 27,196,635	$ 27,468,171	$ 32,257,835	$ 29,847,448	$ 29,857,959	$ 27,644,958	$ 34,689,170
Change in Net Assets							
Governmental activities	$ (384,807)	$ 831,439	$ 6,883,874	$ 2,230,933	$ 364,441	$ (2,347,368)	$ (10,941,255)
Business-type activities	3,905,830	1,152,813	(608,892)	(1,374,257)	5,108,518	(423,305)	9,895,793
Total primary government	$ 3,521,023	$ 1,984,252	$ 6,274,982	$ 856,676	$ 5,472,959	$ (2,770,673)	$ (1,045,462)

1 The increase from the prior period was caused by the opening of the new recreation complex.

2 The Convention Center opened in September 2007

Note: In 2008, the City's tax increment financing activities were removed from the Primary Government presentation and shown as a component unit. Amounts for 2007 have been reclassified.

Amounts presented prior to 2007 have not been reclassified.

Note: 2010-Reported on a calendar year basis. Prior Years reported September 30th Fiscal Year.

October thru December of 2009 are not reported in the statistical section as a comparison due to the change in the Fiscal year to a calendar basis.

Table 3

CITY OF BRANSON, MISSOURI
Fund Balances of Governmental Funds
LAST TEN FISCAL YEARS
(modified accrual basis of accounting)

	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
General fund										
Reserved	$ 4,518,147	$ 4,593,629	$ 5,138,890	$ 5,252,939	$ 5,265,217	$ 5,119,202	$ 183,111	$ 412,084	$ 205,517	$ 92,687
Unreserved	8,732,579	9,485,639	8,612,913	8,280,375	7,677,293	8,535,266	12,667,418	8,887,059	8,145,734	5,773,010
Total general fund	$ 13,250,726	$ 14,079,268	$ 13,751,803	$ 13,533,314	$ 12,942,510	$ 13,654,468	$ 12,850,529	$ 9,299,143	$ 8,351,251	$ 5,865,697
All other governmental funds										
Reserved	$ 29,132,204 *2	$ 4,521,747 *3	$ 34,926,473 *4	$ 48,265,816 *5	$ 32,102,221 *6	$ 22,556,803 *7	$ 11,486,514 *8	$ 9,327,861	$ 9,530,538	$ 8,415,163
Unreserved, reported in:										
Special revenue funds	2,801,914	5,155,075	10,670,108	10,998,244	4,874,978	6,947,610	8,267,616	9,979,443	6,669,465	14,777,835
Capital projects funds	-	-	-	-	65,783,962	35,576,785 *7	1,575,304	3,247,583	5,661,714	3,735,561
Total all other governmental funds	$ 31,934,118	$ 9,676,822	$ 45,596,581	$ 59,264,060	$ 102,761,161	$ 65,081,198	$ 21,329,434	$ 22,554,887	$ 21,861,717	$ 18,513,396

**1 Increases in reserves result from increased tourism and sales tax revenues reserved for debt service.*
**2 Increases in reserves result from the issuance of temporary notes to fund the acquisition of property for the capital projects.*
**3 Decrease in reserves result from expenditures within the capital projects fund to be funded by a subsequent 2002 MDFB bond issue.*
**4 Increases in reserves are a result of the 2002 MDFB bond issue.*
**5 Increases in reserves are a result of the 2004 MDFB bond issue funds in excess of 2004 capital project expenditures.*
**6 Increases in reserves are a result of the 2005 MDFB bond issue funds in excess of 2005 capital project expenditures.*
**7 Reclassification of capital project reserve funds*
**8 In 2008, the City's tax increment financing activities were removed from the Primary Government presentation and shown as a component unit. Amounts for 2007 have been reclassified. Amounts presented prior to 2007 have not been reclassified.*

Note: 2010-Reported on a calendar year basis. Prior Years reported September 30th Fiscal Year.
October thru December of 2009 are not reported in the statistical section as a comparison due to the change in the Fiscal year to a calendar basis.

Table 4

CITY OF BRANSON, MISSOURI
Changes in Fund Balances of Governmental Funds
LAST TEN FISCAL YEARS
(modified accrual basis of accounting)

	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
Revenues										
Taxes	$ 24,316,276	$ 25,649,697	$ 26,033,952	$ 25,614,541	$ 25,698,522	$ 26,715,964	$ 27,329,795	$ 28,314,241	$ 26,668,284	$ 27,076,663
Licenses and permits	563,857	655,608	647,917	682,281	793,548	1,175,142	1,205,100	1,061,481	648,553	594,662
Court fines	112,650	203,504	215,256	255,761	221,967	257,509	429,633	642,078	653,158	721,396
Charges for services	714,667	735,144	743,076	686,036	731,963	1,155,310	2,128,886	6,180,864	6,506,679	6,537,071
Lease and rent	1,563,759	1,603,768	960,308	966,594	1,094,985	959,224	1,118,492	1,065,826	1,202,484	1,299,524
Intergovernmental activity taxes	-	-	-	-	-	628,570	26,208	-	216,243	315,981
Investment earnings	3,156,115	2,624,947	2,037,916	1,638,491	1,719,868	4,513,670	2,397,427	1,505,009	876,037	888,518
Miscellaneous and contributions	2,153,097	1,527,452	2,001,207	1,189,035	1,323,840	1,843,675	650,014	613,085	107,630	313,010
Total revenues	32,580,421	33,000,120	32,639,632	31,032,739	31,584,693	37,249,064	35,285,555	39,382,584	36,879,068	37,746,825
Expenditures										
General government	3,100,281	3,326,894	3,106,030	3,272,068	3,314,430	3,736,872	5,190,074	4,593,757	4,813,249	5,919,194
Public safety	4,147,861	4,436,413	4,636,878	4,768,290	5,103,631	5,384,949	5,798,774	6,814,114	5,656,388	5,980,396
Public works	1,618,008	1,745,717	1,807,382	1,686,681	1,748,692	2,102,618	2,716,631	2,901,678	2,663,332	3,128,528
Engineering and community development	903,939	1,057,152	1,125,822	1,149,382	1,142,415	1,305,458	1,462,282	662,870	606,672	595,835
Community Development								1,386,627	1,293,578	1,359,711
Culture and recreation	610,358	1,035,766	1,023,857	1,039,792	1,362,018	1,754,399	1,838,694	2,096,656	2,099,264	2,020,121
Convention Center	-	-	-	-	-	-	-	5,162,094	5,348,111	5,385,970
Tourism	2,611,558	2,600,000	2,823,843	2,950,686	3,145,185	2,714,475	2,995,042	2,679,977	2,392,731	2,479,293
Capital outlay	2,459,574	32,904,103	6,851,191	26,250,126	39,558,654	44,911,191	36,981,252	7,614,255	6,224,332	745,892
Debt service										
Principal	4,237,000	4,584,000	4,946,000	5,337,000	5,530,000	5,938,000	2,572,000	2,676,000	2,787,000	2,927,000
Cost of Issuance	-	-	925,715	-	895,645	500,538	-	-	-	-
Interest	3,750,171	3,645,220	5,505,182	4,753,058	4,526,874	4,269,991	6,049,762	3,777,489	3,635,473	3,683,624
Total expenditures	23,438,750	55,335,265	32,751,900	51,207,083	66,327,544	72,618,491	65,604,511	40,365,517	37,520,130	34,225,564
Excess of revenues over	-			-		-				
(under) expenditures	9,141,671	(22,335,145)	(112,268)	(20,174,344)	(34,742,851)	(35,369,427)	(30,318,956)	(982,933)	(641,062)	3,521,261
Other financing sources (uses)										
Transfers in (out)	1,346,595	(730,493)	(45,214)	(6,362,558)	(4,435,998)	(1,658,925)	(692,162)	(1,343,000)	(1,000,000)	(8,061,223)
Proceeds from the sale of capital assets	-	-	-	133,521	-	60,347	-	-	-	-
Refunding bonds issued	-	-	56,160,602	-	-	-	1,840,000	-	-	-
Bonds issued	-	-	-	40,000,000	80,000,000	-	-	-	-	15,535,000
Issuance premium/(Discount) on bonds	-	-	-	-	2,085,146	-	-	-	-	(98,377)
Payments to refunded bond escrow agent	-	-	(53,913,586)	-	-	-	(1,681,461)	-	-	(7,854,917)
Bond anticipation note proceeds, net	-	33,500,000	33,500,000	-	-	-	-	-	-	-
Bond issue costs	-	-	-	(502,317)	-	-	-	-	-	-
Total other financing sources (uses)	1,346,595	32,769,507	35,701,802	33,268,646	77,649,148	(1,598,578)	(533,623)	(1,343,000)	(1,000,000)	(479,517)
Net change in fund balances	$ 10,488,266	$ 10,434,362	$ 35,589,534	$ 13,094,302	$ 42,906,297	$ (36,968,005)	$ (30,852,579)	$ (2,325,933)	$ (1,641,062)	$ 3,041,744
Debt service as a percentage of noncapital expenditures	38.07%	36.69%	43.93%	40.43%	40.92%	38.65%	30.12%	19.70%	20.74%	19.88%

Note: In 2008, the City's tax increment financing activities were removed from the Primary Government presentation and shown as a component unit.
Amounts for 2007 have been reclassified. Amounts presented prior to 2007 have not been reclassified.

Note: 2010-Reported on a calendar year basis. Prior Years reported September 30th Fiscal Year.
October thru December of 2009 are not reported in the statistical section as a comparison due to the change in the Fiscal year to a calendar basis.

Table 5

CITY OF BRANSON, MISSOURI
Governmental Activities Tax Revenues By Source
LAST TEN FISCAL YEARS
(accrual basis of accounting)

Fiscal Year	Ad valorem Taxes	Sales Taxes	Motor Fuel Taxes	911 Taxes	Franchise Taxes	Cigarette Taxes	Tourism Taxes	Total
2001	$ 1,598,543	$ 11,951,494	$ 153,451	$ 121,755	$ 458,809	$ 46,971	$ 10,107,008	$ 24,438,031
2002	1,650,295	12,304,462	219,615	121,755	490,065	47,359	10,937,901	25,771,452
2003	1,727,592	12,682,693	243,981	168,373	482,139	53,733	10,843,815	26,202,326
2004	1,773,199	12,325,171	255,940	171,428	525,083	56,347	10,678,801	25,785,969
2005	1,875,088	12,454,943	262,098	205,114	550,556	59,901	10,495,936	25,903,636
2006	1,793,951	13,000,198	258,270	194,055	655,484	72,758	10,935,304	26,910,020
2007	2,023,289	12,443,263	270,035	-	679,204	103,728	11,810,276	27,329,795
2008	2,050,551	12,981,038	246,870	415,990	761,274	88,541	11,769,977	28,314,241
2009	2,370,101	12,102,118	233,944	217,454	807,533	101,542	10,888,188	26,720,880
2010	2,560,923	12,321,436	240,232	227,876	846,302	82,506	10,907,769	27,187,043

Note: In 2008, the City's tax increment financing activities were removed from the Primary Government presentation and shown as a component unit.
Amounts for 2007 have been reclassified. Amounts presented prior to 2007 have not been reclassified.

Note: 2010-Reported on a calendar year basis. Prior Years reported September 30th Fiscal Year.
October thru December of 2009 are not reported in the statistical section as a comparison due to the change in the Fiscal year to a calendar basis.

Table 6

CITY OF BRANSON, MISSOURI
TAXABLE SALES BY CATEGORY
LAST TEN FISCAL YEARS

TAXPAYER CATEGORY		2001 TOTAL SALES	2002 TOTAL SALES	2003 TOTAL SALES	2004 TOTAL SALES	2005 TOTAL SALES	2006 TOTAL SALES	2007 TOTAL SALES	2008 TOTAL SALES	2009 TOTAL SALES	2010 TOTAL SALES
General Merchandise	Retail	N/A	N/A	N/A	N/A	$ 177,208,988	$ 205,677,257	$ 234,716,980	$ 258,542,793	$ 288,199,508	$ 302,384,949
Apparel Stores	Retail	N/A	N/A	N/A	N/A	113,902,933	136,305,610	160,056,591	158,042,911	152,067,371	159,247,052
Eating & Drinking Estab.	Restaurant	N/A	N/A	N/A	N/A	109,997,378	122,437,851	128,679,150	141,616,672	137,791,501	140,113,594
Lodging and Campgrounds	Lodging	N/A	N/A	N/A	N/A	125,673,887	131,343,282	145,284,755	147,560,331	137,326,823	142,546,852
Theaters & Live Entertainment	Theater	N/A	N/A	N/A	N/A	114,421,244	112,857,524	120,978,688	129,309,098	120,212,020	110,321,880
Non-Theater Entertainment	Amusement	N/A	N/A	N/A	N/A	44,612,295	49,142,151	47,222,851	43,208,265	37,592,106	42,163,885
Food Related Stores	Grocery	N/A	N/A	N/A	N/A	36,066,461	39,630,872	41,675,200	40,197,591	31,965,787	27,521,257
Automtive Sales, Leasing & Service	Automotive	N/A	N/A	N/A	N/A	31,823,002	33,785,928	37,547,818	33,488,855	26,447,877	29,745,801
Ice Cream, Candy, Coffee Shops	Restaurant	N/A	N/A	N/A	N/A	4,960,436	6,347,712	8,059,419	8,830,115	9,103,324	8,938,509
Other	Other	N/A	N/A	N/A	N/A	67,067,020	55,773,266	75,790,576	64,815,980	60,971,659	67,156,890
Total		$ 779,764,100	$ 785,645,400	$ 810,212,800	$ 823,260,200	$ 811,475,800	$ 893,301,453	$ 1,000,012,028	$1,025,612,611	$ 1,001,677,976	$ 1,030,140,669

N/A - Information not available

City direct sales tax rate = 1.5%

Information provided by City of Branson based on business tax filings with the Missouri Dept. of Revenue

Note: 2010-Reported on a calendar year basis. Prior Years reported September 30th Fiscal Year.
October thru December of 2009 are not reported in the statistical section as a comparison due to the change in the Fiscal year to a calendar basis.

Table 7

City of Branson, Missouri
Direct and Overlapping Sales Tax Rates
Last Ten Fiscal Years

Fiscal Year	City Direct Rate	Taney County	Ambulance District	Missouri State	Tourism Enhancement
2001	1.500%	1.500%	0.000%	4.225%	0.000%
2002	1.500%	1.500%	0.000%	4.225%	0.000%
2003	1.500%	1.500%	0.250%	4.225%	0.000%
2004	1.500%	1.500%	0.250%	4.225%	0.000%
2005	1.500%	1.500%	0.250%	4.225%	0.000%
2006	1.500%	1.625%	0.250%	4.225%	1.000%
2007	1.500%	1.625%	0.250%	4.225%	1.000%
2008	1.500%	1.625%	0.250%	4.225%	1.000%
2009	1.500%	1.625%	0.250%	4.225%	1.000% *
2010	1.500%	1.625%	0.250%	4.225%	1.000%

Sources: City of Branson

Missouri State Sales Tax Exemption:

Motor fuel or special fuel subject to an excise tax of this state.
All sales of insulin and prosthethic or orthopedic devices, hearing aids and hearing aid supplies and all sales of drugs which may be legally dispensed by a licensed pharmacist only upon a lawful prescription of a practitioner licensed to administer those items.

Additional Tourism Enhancement Tax Exemptions:

*All ticketed amusements, theater seats, hotel & overnight accommodations subject to the city of Branson tourism tax. *All sales of food & beverage are subject to enhancement tax rate of .875% instead of 1%.*
New or used motor vehicles
Trailers, boats or other outboard motors
All utilities, telephone and wireless services
Funeral services

Table 8

CITY OF BRANSON, MISSOURI
TOURISM TAX SALES BY CATEGORY
Last Ten Fiscal Years

TAXPAYER CATEGORY	Rate	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
Food & Beverage	0.5%	$ 132,434,464	$ 133,948,308	$ 135,414,748	$ 140,029,016	$ 145,024,030	$ 165,341,642	$ 183,826,494	$ 192,232,182	$ 185,492,490	$ 189,410,826
Hotel/Motel	4%	104,650,608	109,519,697	108,306,489	104,476,099	103,253,854	108,838,475	117,508,578	123,261,606	118,544,535	119,770,515
Theaters & Live Entertainment	4%	104,281,279	104,854,568	99,075,740	94,157,517	87,920,681	85,079,727	89,343,455	96,945,457	92,319,474	91,214,446
Amusements	4%	20,119,931	26,232,518	33,608,269	34,050,351	34,073,910	39,962,350	45,445,089	39,173,591	32,769,206	33,739,168
Overnight Rentals	4%	9,165,559	9,314,928	9,936,828	10,908,174	12,280,162	16,662,845	18,107,712	21,069,582	16,176,190	16,946,656
Ticket & Package Resellers	4%	-	-	-	-	1,479,998	4,514,672	4,946,058	6,230,486	4,765,733	6,347,949
Campground	4%	1,788,430	1,914,671	1,791,142	2,106,443	2,039,266	2,199,980	2,785,245	2,500,028	2,516,223	2,772,319
Total		**$ 372,440,271**	**$ 385,784,690**	**$ 388,133,216**	**$ 385,727,599**	**$ 386,071,901**	**$ 422,599,691**	**$ 461,962,631**	**$ 481,412,932**	**$ 452,583,851**	**$ 460,201,879**

Information provided by City of Branson. *Tourism tax rates have not changed during the last ten years.*
Note: 2010-Reported on a calendar year basis. Prior Years reported September 30th Fiscal Year.
October thru December of 2009 are not reported in the statistical section as a comparison due to the change in the Fiscal year to a calendar basis.

Table 9

CITY OF BRANSON, MISSOURI
ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY
LAST TEN FISCAL YEARS

Fiscal Year	Real Estate				Total Taxable Assessed Value	Total Direct Tax Rate		Estimated Actual Value	Assessed Value as a Percentage of Actual Value
	Residential	Commercial	Agriculture	Personal Property		Residential	Commercial		
2001	$ 48,858,170	$ 230,995,840	$ 791,810	$ 39,442,245	$ 320,088,065	4.1713	4.3213	$ 1,105,130,634	28.96%
2002	52,305,980	238,326,900	857,640	41,867,566	333,358,086	4.1755	4.3255	1,154,084,606	28.89%
2003	58,383,360	239,575,880	865,990	44,005,735	342,830,965	4.3155	4.3459	1,196,522,763	28.65%
2004	64,544,680	237,525,180	915,110	43,810,847	346,795,817	4.1959	4.3459	1,222,361,089	28.37%
2005	76,972,950	239,188,800	918,710	44,976,176	362,056,636	4.1969	4.3469	1,296,533,149	27.92%
2006	86,838,260	242,921,000	908,690	47,643,099	378,311,049	4.1961	4.3461	1,368,117,043	27.65%
2007	91,625,510	245,957,340	907,650	47,429,491	385,919,991	4.2010	4.3510	1,402,145,694	27.52%
2008	93,546,920	327,653,640	800,410	58,490,528	480,491,498	4.6112	4.7612	1,700,183,943	28.26%
2009	124,023,461	265,362,796	866,180	59,963,492	450,215,929	4.6732	4.8232	1,670,939,514	26.94%
2010	146,247,385	279,274,073	928,940	56,826,281	483,276,679	4.6875	4.8375	1,822,396,575	26.52%

1. *Assessed values are set by the Taney County Assessor as of May 14 each year as adjusted by the Taney County Board of Equalization.*
2. *Real estate ratios were finalized during reassessment in 1985 at 19% for residential, 32% for commercial and 12% for agriculture. Personal property ratio remained at 33.3%*
3. *Commercial property was reduced by the amount of the commercial property in the TIF district*

Table 10

CITY OF BRANSON, MISSOURI
PROPERTY TAX RATES DIRECT AND OVERLAPPING GOVERNMENTS
PER $100 ASSESSED VALUATION
LAST TEN FISCAL YEARS

Fiscal Year	City of Branson	Branson R-4	Ambulance District	State Levy	Handicapped	Health	Total Levy Resident	Surtax	Total Levy Commercial
2001	0.4800	3.2800	0.2009	0.0300	0.0900	0.0904	4.1713	0.1500	4.3213
2002	0.4842	3.2800	0.2009	0.0300	0.0900	0.0904	4.1755	0.1500	4.3255
2003	0.4842	3.3700	0.2009	0.0300	0.0904	0.1400	4.3155	0.1500	4.4655
2004	0.4851	3.4500	-	0.0300	0.0904	0.1404	4.1959	0.1500	4.3459
2005	0.4853	3.4508	-	0.0300	0.0904	0.1404	4.1969	0.1500	4.3469
2006	0.4853	3.4500	-	0.0300	0.0904	0.1404	4.1961	0.1500	4.3461
2007	0.4902	3.4500	-	0.0300	0.0904	0.1404	4.2010	0.1500	4.3510
2008	0.4535	3.9000	-	0.0300	0.0873	0.1404	4.6112	0.1500	4.7612
2009	0.5155	3.9000	-	0.0300	0.0873	0.1404	4.6732	0.1500	4.8232
2010	0.5186	3.8605	-	0.0300	0.1380	0.1404	4.6875	0.1500	4.8375

Information provided by Taney County, which is responsible for assessing and collecting such taxes by contract with the City.
Commercial property is assessed an additional $1.50 surtax to replace the merchants and manufacturers' inventory tax, which was repealed in 1985. The total commercial property rate for 2007-08 is $4.7612.
The Ambulance District levy was replaced by a $.25 sales tax in 2004.

Table 11

CITY OF BRANSON, MISSOURI
PRINCIPAL PROPERTY TAXPAYERS
FOR FISCAL YEAR ENDING 2010 AND NINE YEARS AGO

		2010			2001		
Taxpayer		Taxable Assessed Value	Rank	Percentage of Total Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total Taxable Assessed Value
Sight & Sound Ministries	Theater	$ 9,893,890	1	2.05%	N/A	N/A	N/A
Chateau on the Lake	Lodging	7,912,380	2	1.64%	$ 7,597,220	1	2.37%
Tanger Properties	Retail	6,127,750	3	1.27%	5,652,280	2	1.77%
BLH Development	Condominiums	4,950,080	4	1.02%	N/A	N/A	N/A
Radisson Hotel	Lodging	4,178,350	5	0.86%	4,194,640	4	N/A
Wal-Mart	Retail	3,888,020	6	0.80%	N/A	N/A	N/A
Factory Merchants Mall	Retail	3,779,880	7	0.78%	4,629,500	3	1.45%
Branson's Magical Mansion, Inc.	Theater	3,354,640	8	0.69%	3,190,770	7	1.00%
Branson Meadows Mall	Retail	3,312,000	9	0.69%	N/A	N/A	N/A
Grand Palace	Theater	3,086,770	10	0.64%	3,700,330	5	1.16%
Welk Resort Group	Theater	3,045,570	11	0.63%	3,311,610	6	1.03%
Moon River Enterprises	Theater	N/A	N/A	N/A	2,410,680	8	0.75%
Remington Theater	Theater	N/A	N/A	N/A	2,222,730	9	0.69%
Lodge of the Ozarks	Lodging	N/A	N/A	N/A	2,182,830	10	0.68%
Totals		**$ 53,529,330**		**11.08%**	**$ 39,092,590**		**12.21%**

Information provided by the Taney County Assessors Office

Table 12

CITY OF BRANSON, MISSOURI
PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS

Fiscal Year Ended	Total Tax Levy for Fiscal Year	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount	Percentage of Levy		Amount	Percentage of Levy
2000	$ 1,403,536	N/A	N/A	$ 88	$ 1,417,095	100.97%
2001	1,536,423	N/A	N/A	18,317	1,615,885	105.17%
2002	1,614,120	N/A	N/A	44,278	1,694,433	104.98%
2003	1,659,600	N/A	N/A	136,156	1,863,748	112.30%
2004	1,680,982	1,650,741	98.20%	60,908	1,711,649	101.82%
2005	1,756,337	1,703,667	97.00%	47,390	1,750,980	99.69%
2006	1,835,944	1,789,232	97.46%	229,012	2,018,244	109.93%
2007	1,913,283	1,834,840	95.90%	55,921	1,890,761	98.82%
2008	2,017,499	1,995,285	98.90%	61,668	2,056,953	101.96%
2009	2,302,621	2,247,701	97.61%	53,320	2,301,021	99.93%
2010	2,799,992	2,546,883	90.96%	-	2,546,883	90.96%

*Total Collections to Date include penalties and interest
Collection data is presented on the cash basis.
Collection data is provided by Taney County Collector's Office.
Subsequent year collections are based on collections from fiscal year 2004 forward.
N/A - Information not available

Table 13

CITY OF BRANSON, MISSOURI
Ratios of Outstanding Debt by Type
Last Ten Fiscal Years

	Governmental Activities		Business-Type Activities				
Fiscal Year	Special Revenue Bonds	Claims Judgments & Refunds	Water & Sewer Revenue Bonds	Other Debt & Capital Leases	Total Primary Government	Percentage of Personal Income	Per Capita
2001	$ 66,689,000	$ 83,000	$ 4,920,000	$ 202,910	$ 71,894,910	37.48%	$ 11,617
2002	62,105,000	83,000	4,265,000	126,867	66,579,867	35.01%	10,791
2003	94,024,000	-	3,515,000	-	97,539,000	50.57%	15,654
2004	128,687,000	-	2,690,000	-	131,377,000	62.85%	19,489
2005	203,157,000	-	1,855,000	-	205,012,000	88.99%	29,876
2006	197,219,000	-	990,000	-	198,209,000	78.42%	27,834
2007	70,002,000	-	875,000	-	70,877,000	35.62%	9,533
2008	67,326,000	-	750,000	-	68,076,000	32.29%	8,823
2009	64,539,000		620,000		65,159,000	29.35%	8,275
2010	68,907,000		480,000		69,387,000	26.44%	6,596

Note: In 2008, the City's tax increment financing activities were removed from the Primary Government presentation and shown as a component unit. Amounts for 2007 have been reclassified. Amounts presented prior to 2007 have not been reclassified.

Note: The increase in the Special Revenue Debt is due to a new bond issue in 2010.

Information provided by the City of Branson Economic Development Division and contains information from other sources.

Per Capita is calculated using the population of 10,520

Note: 2010-Reported on a calendar year basis. Prior Years reported September 30th Fiscal Year.

October thru December of 2009 are not reported in the statistical section as a comparison due to the change in the Fiscal year to a calendar basis.

Table 14

CITY OF BRANSON, MISSOURI
Direct and Overlapping Governmental Activities Debt
September 30, 2010

Governmental Unit	Net Bonded General Obligation Debt Outstanding	Estimated Percentage Applicable	Estimated Share of Overlapping Debt
Debt repaid with property taxes:			
City of Branson	$ -	100.00%	$ -
R-4 School District	38,670,000	77.19%	29,848,795
Taney County	-	77.26%	-
Total direct and overlapping debt	$ 38,670,000	77.19%	$29,848,795

Sources: Assessed value data used to estimate applicable percentages provided by the County and Assessment Debt outstanding data provided by the county.

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of the City of Branson. This process recognizes that, when considering the government's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses, should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government.

The percentage of overlapping debt applicable is estimated using taxable assessed property values. Applicable percentages were estimated by determining the portion of the entity's taxable assessed value that is within the city government's boundaries and dividing it by the entitie's total taxable assessed value.

Table 15

CITY OF BRANSON, MISSOURI
Legal Debt Margin Information
LAST TEN FISCAL YEARS

	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
Debt Limit	$ 64,017,613	$ 66,671,617	$ 68,566,193	$ 69,359,163	$ 72,411,327	$ 75,662,210	$ 77,183,998	$ 96,098,300	$ 90,043,186	$ 96,655,336
Total net debt applicable to limit	34,939,000	33,317,000	31,480,000	29,553,300	27,514,500	26,937,260	19,436,890	22,331,128	19,888,233	24,751,072
Legal debt margin	$ 29,078,613	$ 33,354,617	$ 37,086,193	$ 39,805,863	$ 44,896,827	$ 48,724,950	$ 57,747,108	$ 73,767,172	$ 70,154,953	$ 71,904,264
Total net debt applicable to limit as a percentage of debt	55%	50%	46%	43%	38%	36%	25%	23%	22%	26%

Legal Debt Margin Calculation for Fiscal Year 2010

Assessed value	$ 483,276,679
Debt limit (20% of total assessed value)	96,655,336
Obligations:	
Tourism revenue bonds	30,567,000
General obligation bonds	-
Total bonded debt	30,567,000
Less:	
Debt reserve funds	(5,815,928)
Total net debt applicable to limit	24,751,072
Legal debt margin	$ 71,904,264

Note: Under state finance law, the city's outstanding general obligation debt should not exceed 20 percent of total assessed property value. By law, the general obligation debt subject to the limitation may be offset by amounts set aside for repaying general obligation bonds.

Table 16

CITY OF BRANSON, MISSOURI
PLEDGED REVENUE COVERAGE
LAST TEN FISCAL YEARS

Tourism Tax Revenue Bonds

Fiscal Year	Tourism Tax Revenues	Operating Expenses	Net Available Revenue	Debt Service Requirements Principal	Debt Service Requirements Interest	Total	Coverage
2001	$ 10,107,008	$ 2,611,558	$ 7,495,450	$ 1,682,000	$ 2,348,702	$ 4,030,702	1.86
2002	10,937,901	2,600,000	8,337,901	1,744,000	2,368,911	4,112,911	2.03
2003	10,843,815	2,823,843	8,019,972	1,811,000	2,179,148	3,990,148	2.01
2004	10,678,801	2,950,686	7,728,115	1,887,000	2,093,091	3,980,091	1.94
2005	10,495,936	3,145,185	7,350,751	1,970,000	1,988,785	3,958,785	1.86
2006	10,935,304	2,714,475	8,220,829	2,063,000	1,884,480	3,947,480	2.08
2007	11,810,276	2,995,042	8,815,234	2,157,000	1,909,197	4,066,197	2.17
2008	11,769,977	2,679,977	9,090,000	2,256,000	1,581,911	3,837,911	2.37
2009	10,888,188	2,392,731	8,495,457	2,357,000	1,545,988	3,902,988	2.18
2010	10,907,769	2,479,293	8,428,476	2,462,000	1,343,401	3,805,401	2.21

****Water & Sewer Revenue Bonds**

	Water & Sewer Revenues	Operating Expenses	Net Available Revenue	Debt Service Requirements Principal	Debt Service Requirements Interest	Total	Coverage
2000	$ 3,492,686	$ 3,109,896	$ 382,790	$ 610,000	$ 380,474	$ 990,474	0.39
2001	3,564,249	3,318,886	245,363	555,000	342,845	897,845	0.27
2002	3,504,816	3,590,726	(85,910)	655,000	344,016	999,016	-0.09
2003	3,378,487	3,952,806	(574,319)	750,000	231,851	981,851	-0.58
2004	3,555,565	4,376,710	(821,145)	825,000	197,239	1,022,239	-0.80
2005	3,604,003	4,236,308	(632,305)	835,000	156,662	991,662	-0.64
2006	3,997,956	4,577,632	(579,676)	865,000	107,940	972,940	-0.60
2007	4,616,278	4,934,497	(318,219)	115,000	64,605	179,605	-1.77
2008	5,368,710	5,586,910	(218,200)	125,000	57,188	182,188	-1.20
2009	5,663,961	4,878,421	785,540	130,000	60,720	190,720	4.12
2010	5,978,496	4,686,561	1,291,935	140,000	31,440	171,440	7.54

*****Annual Appropriation Bonds**

	General Revenues	Operating Expenses	Net Available Revenue	Debt Service Requirements Principal	Debt Service Requirements Interest	Total	Coverage
2003	$ 32,639,632	$ 14,523,812	$ 18,115,820	$ 3,135,000	$ 3,326,034	$ 6,461,034	2.19
2004	31,032,739	14,866,899	16,165,840	3,450,000	2,659,967	6,109,967	1.99
2005	31,584,693	15,816,371	15,768,322	3,560,000	2,538,089	6,098,089	1.94
2006	37,249,064	16,998,771	20,250,293	3,875,000	2,385,511	6,260,511	2.59
2007	35,285,555	20,001,497	15,284,058	415,000	2,110,607	2,525,607	6.05
2008	39,382,584	26,297,773	13,084,811	420,000	2,106,470	2,526,470	5.18
2009	36,879,068	24,873,325	12,005,743	430,000	2,064,110	2,494,110	4.81
2010	37,746,825	26,869,048	10,877,777	465,000	2,061,979	2,526,979	4.30

***The water and sewer fund has been supported by transfers from the tourism tax fund.*

**** In 2008, the City's tax increment financing activities were removed from the Primary Government presentation and shown as a component unit. Amounts for 2007 have been reclassified. Amount presented prior to 2007 have not been reclassified.*

Note: 2010-Reported on a calendar year basis. Prior Years reported September 30th Fiscal Year. October thru December of 2009 are not reported in the statistical section as a comparison due to the change in the Fiscal year to a calendar basis.

Table 17

CITY OF BRANSON, MISSOURI
Demographic and Economic Statistics
Last Ten Fiscal years

FISCAL YEAR	POPULATION	PERSONAL INCOME	PER CAPITA INCOME (county)	MEDIAN AGE (county)	EDUCATION LEVEL IN YEARS OF SCHOOLING (county)	PUBLIC SCHOOL ENROLLMENT	UNEMPLOYMENT RATE
2001	6,189	$ 138,788,325	22,425	38.8	12.9	2,923	8.2%
2002	6,170	137,615,680	22,304	40.9	12.8	2,995	8.8%
2003	6,231	143,119,839	22,969	40.5	N/A	3,143	8.7%
2004	6,741	160,840,260	23,860	N/A	N/A	3,337	9.0%
2005	6,862	166,753,462	24,301	43.0	N/A	3,416	8.7%
2006	7,121	181,735,041	25,521	N/A	N/A	3,615	6.8%
2007	7,435	198,960,600	26,760	40.9	13.1	3,866	6.8%
2008	7,716	210,831,984	27,324	39.5	14.2	4,066	7.7%
2009	7,874	221,975,934	28,191	41.3	14.1	4,206	11.2%
2010	10,520	262,452,960	24,948	44.1	13.4	4,389	12.6%

Source: Branson Department of Public Relations

Table 18

CITY OF BRANSON, MISSOURI
Principal Employers in Branson
CURRENT YEAR AND NINE YEARS AGO

		2010			2001		
Taxpayer		Number of Employees	Rank	Percentage of Total Employment	Number of Employees	Rank	Percentage of Total Employment
Herschend Family Entertainment	Theme Parks	1993	1	9.71%	442	5	1.85%
Skaggs	Hospital	1064	2	5.19%	658	1	2.76%
Branson Public Schools	Education	650	3	3.17%	311	3	1.30%
Big Cedar Resort	Lodging	550	4	2.68%	N/A	N/A	0.00%
Wal-mart(2stores)	Retail	515	5	2.51%	184	9	0.78%
Taney County	Government	297	6	1.45%	N/A	N/A	0.00%
Wyndham Vacation Resorts	Lodging	272	7	1.33%	N/A	N/A	0.00%
College of the Ozarks	Education	266	8	1.30%	N/A	N/A	0.00%
City of Branson	Government	254	9	1.24%	196	7	0.82%
Hilton Hotels/Convention Center	Lodging	230	10	1.12%	N/A	N/A	0.00%
Totals		6,091		29.69%	1,791		7.51%

Source: Branson Department of Public Relations
Missouri Economic Research and Information Center

Table 19

CITY OF BRANSON, MISSOURI
Full-time Equivalent City Government Employees by Function
Last Ten Fiscal years

	Full-time Equivalent Employees as of December 31, 2010									
	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
General Government										
Administrative services	18	19	20	23	24	24	25	32	29	29
Finance	8	8	8	8	8	9	9	8	9	9
Planning	11	12	12	11	11	11	13	11	11	12
Police										
Officers	53	53	53	53	53	53	53	52	44	43
Civilians	4	4	4	4	4	4	4	4	12	15
Fire										
Firefighters	31	32	33	34	35	35	37	41	36	37
Civilians	1	1	1	1	1	1	2	4	2	2
Public Works										
Facilities	24	26	27	28	28	27	28	29	20	11
Water	17	17	17	19	19	20	22	16	16	17
Wastewater	24	24	24	26	26	24	25	23	24	24
Other	6	6	6	5	5	6	6	6	5	8
Engineering	7	8	8	8	9	9	9	7	8	8
Parks & Recreation	11	12	12	12	12	11	12	13	11	18
TOTAL	215	222	225	232	235	234	245	246	227	233
Per City Budget	223	230	234	240	262	281	301	321	254	235

Sources: Various government departments.

Table 20

CITY OF BRANSON, MISSOURI
Operating Indicators by Function
Last Ten Fiscal years

	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
Function										
Police Department										
Physical arrests	854	506	960	1,127	993	1,091	1,316	1,553	1,338	1,771
Parking violations (CY)	1,382	1,920	1,490	1,924	1,820	1,606	2,280	2,125	2,103	2,192
Traffic violations	1,260	2,239	2,593	2,990	2,287	3,342	5,837	8,370	9,606	8,511
Fire Department										
Emergency Responses	1,988	2,052	2,276	2,282	2,652	2,644	3,098	3,479	3,296	3,574
Fires extinguished	74	92	57	60	77	68	44	53	66	56
Inspections	875	750	980	950	1,000	1,400	1,540	1,728	1,737	1,262
Planning & Development										
Building permits issued (CY)	1,261	1,390	1,497	1,572	1,941	2,870	1,793	1,650	1,740	1,506
Building inspections (CY)	5,849	4,447	4,752	5,524	5,240	5,700	4,411	3,321	3,598	3,900
Public Works										
Street Resurfacing	N/A	0.49	0.88	0.23	3.04	1.5	1.42	0	1.6	2
Potholes Repaired	N/A	N/A	633	497	4,225	1,144	2,685	1,234	1,912	1,080
New water connections	131	94	142	176	180	196	72	57	15	59
Water main breaks	78	43	43	34	52	55	45	42	47	112
Average daily consumption	N/A	N/A	N/A	N/A	2,569,000	2,851,000	3,769,786	3,584,106	3,357,000	3,468,906
Peak daily consumption	N/A	N/A	N/A	N/A	4,950,000	5,120,000	7,056,000	6,270,000	5,983,000	6,282,000
Average daily sewage treatment	3.162 mgd	3.277 mgd	3.267 mgd	3.266 mgd	3.258 mgd	3.479 mgd	3.95 mgd	4.29mgd	4.16mgd	4.12 mgd
Parks & Recreation										
Pool admissions	N/A	N/A	N/A	N/A	2,787	36,195	35,648	31,587	29,839	34,092
Golf - rounds	6,869	7,038	8,350	7,908	7,233	7,630	9,038	9,608	7,683	6,740
Athletic field - events	79	80	84	81	80	87	90	94	98	101

Sources: Various government departments.
Note: Indicators are not available for the general governmental function.

Table 21

CITY OF BRANSON, MISSOURI
Capital Asset Statistics by Function/Program
Last Ten Fiscal years

	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
Function										
Police Department										
Stations	1	1	1	1	1	1	1	1	1	1
Zone offices	2	2	2	2	2	2	2	2	2	2
Patrol Units	13	13	13	13	13	13	14	15	16	16
Fire Department										
Fire Stations	3	3	3	3	3	3	3	3	3	3
Public Works										
Street (miles)	N/A	N/A	N/A	84.23	84.23	84.23	97	97	0	97.5
Street Lights	N/A	N/A	N/A	N/A	N/A	1,517	1,609	1,609	0	1,631
* Traffic Signals	N/A	N/A	N/A	7	7	10	12	13	13	15
*Other traffic signals maintained by Missouri Dept of Transportation										
Public Works										
Water mains (miles)	N/A	N/A	N/A	81.5	81.5	90	90	92.09	95.3	93.86
Fire Hydrants	N/A	N/A	N/A	815	840	865	865	882	580	743
Storage capacity (thousand gals)	N/A	N/A	N/A	4,400,000	4,800,000	5,700,000	5,700,000	5,700,000	5,700,000	5,700,000
Public Works										
Sanitary sewers (miles)	N/A	N/A	N/A	123	123	130	179	210	172	231
Storm sewers (miles)	N/A	N/A	N/A	58	60	65	65	65	80	65
Treatment capacity (thousand gals)	N/A	N/A	N/A	8,700,000	8,700,000	8,700,000	8,700,000	8,700,000	8,700,000	8,700,000
Parks & Recreation										
Acreage	253	255	255	243	285	290	290	290	290	290
Playgrounds	9	10	10	8	9	9	9	9	9	9
Baseball/softball fields	5	1	5	4	8	8	8	8	8	8
Soccer/football fields	1	1	1	1	3	3	3	3	3	3
Community/recreation centers	1	1	1	1	2	2	2	2	2	2
Campgrounds/RV parks	1	1	1	1	1	1	1	1	1	1
Golf courses	1	1	1	1	1	1	1	1	1	1

Sources: Various government departments.
Note: Indicators are not available for the general governmental function.

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APPENDIX C

DEFINITIONS OF WORDS AND TERMS
AND SUMMARIES OF CERTAIN LEGAL DOCUMENTS

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APPENDIX C

DEFINITIONS OF WORDS AND TERMS
AND SUMMARIES OF CERTAIN LEGAL DOCUMENTS

In addition to words and terms defined elsewhere in this Official Statement, the following are definitions of certain words and terms used in the Bond Trust Indenture, the Financing Agreement, the Authorizing Ordinance, the Continuing Disclosure Agreement and this Official Statement unless the context clearly otherwise requires. Reference is hereby made to the Bond Trust Indenture for complete definitions of all terms.

"Act" means the Missouri Development Finance Board Act, Sections 100.250 to 100.297, inclusive, of the Revised Statutes of Missouri, et seq., as from time to time amended.

"Additional Bonds" means any additional parity Bonds issued by the Board pursuant to the Indenture that stand on a parity and equality under the Indenture with the Bonds.

"Additional Payments" means the Additional Payments described in the Financing Agreement.

"Authorizing Ordinance" means the ordinances Ordinance of the City authorizing the execution of the Financing Agreement and certain other documents.

"Base Lease" means the Base Lease dated as of November 15, 2011, between the City and the Board covering the Leased Property as from time to time amended and supplemented in accordance with the provisions thereof.

"Board" means the Missouri Development Finance Board created by the Act, and its successors and assigns or any body, agency or instrumentality of the State of Missouri succeeding to or charged with the powers, duties and functions of the Board.

"Board Representative" means the Chairman, Vice Chairman, President or Executive Director of the Board, and any other duly authorized officer of the Board whose authority to execute any particular instrument or take a particular action under the Indenture or the Financing Agreement shall be evidenced by a written certificate furnished to the City and the Trustee containing the specimen signature of such person or persons and signed on behalf of the Board by its Chairman or Executive Director.

"Bonds" means the Series 2011A Bonds, the Series 2011B Bonds and any Additional Bonds issued pursuant to the Indenture.

"Business Day" means a day on which the Trustee and any Paying Agent shall be scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

"Cede & Co." means Cede & Co., as nominee of The Depository Trust Company, New York, New York.

"City" means the City of Branson, Missouri, a fourth–class city and political subdivision of the State of Missouri and its successors and assigns.

"City Representative" means the Mayor, the City Administrator, the Finance Director or the City Attorney, and any other duly authorized official of the City whose authority to execute any particular instrument or take a particular action under the Indenture or the Financing Agreement shall be evidenced by a written certificate furnished to the Board and the Trustee containing the specimen signature of such person or persons and signed on behalf of the City by the Mayor.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement dated as of November 15, 2011 by and between the City and Commerce Bank, as dissemination agent, for the benefit of holders of the Bonds, as from time to time amended in accordance with the provisions thereof.

"Costs of Issuance" means issuance costs with respect to the Bonds, including but not limited to the following:

(a) underwriter's spread (whether realized directly or derived through purchase of Bonds at a discount below the price at which they are expected to be sold to the public);

(b) counsel fees (including bond counsel, disclosure counsel, City's counsel, as well as any other specialized counsel fees incurred in connection with the borrowing);

(c) financial advisor fees of any financial advisor to the Board or the City incurred in connection with the issuance of the Bonds;

(d) rating agency fees;

(e) trustee, escrow agent and paying agent fees;

(f) accountant fees and other expenses related to issuance of the Bonds;

(g) printing costs (for the Bonds and of the preliminary and final Official Statement relating to the Bonds); and

(h) fees and expenses of the Board incurred in connection with the issuance of the Bonds.

"Costs of Issuance Fund" means the fund by that name created by the Indenture.

"Costs of the Project" means costs permitted under the Act to be paid out of proceeds of the Bonds with respect to the Project, including the total of all reasonable or necessary expenses incidental to the acquisition, demolition, preparation, construction, and equipping of the Project, all other necessary and incidental expenses, including interest during construction on Bonds issued to finance the Project to a date subsequent to the estimated date of completion thereof, and any other costs permitted by the Act.

"Debt Service Fund" means the fund by that name created by the Indenture.

"Default" means any event or condition which constitutes, or with the giving of any requisite notice or upon the passage of any requisite time period or upon the occurrence of both would constitute, an Event of Default.

"Defeasance Obligations" means:

(a) Government Obligations which are not subject to redemption prior to maturity; or

(b) Cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with Government Obligations).

"Environmental Regulations" means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule defining and governing dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials, or substances.

"Escrow Agent" means Commerce Bank, Kansas City, Missouri, as the Escrow Agent under the Escrow Agreement.

"Escrow Agreement" means the Escrow Trust Agreement dated as of December 1, 2002 by and between the City and the Escrow Agent providing for the refunding and defeasance of the Refunded Bonds.

"**Event of Default"** means any event of default as defined in the Indenture or the Financing Agreement.

"Event of Nonappropriation" means failure of the City to budget and appropriate on or before the last day of any Fiscal Year, moneys sufficient to pay the Lease Payments and reasonably expected Additional Payments due and payable during the next Fiscal Year.

"Financing Agreement" means the Financing Agreement dated as of November 15, 2011 between the Board and the City as from time to time amended by Supplemental Financing Agreements in accordance with the provisions of the Financing Agreement.

"Fiscal Year" means the City's fiscal year, which is currently January 1 to December 31, or as it may be hereinafter defined by the City.

"Full Insurable Value" means the actual replacement cost of the Leased Property exclusive of land, excavations, footings, foundations and parking lots.

"Government Obligations" means the following:

(a) bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed by, the United States of America; and

(b) evidences of direct ownership of a proportionate or individual interest in future interest or principal payments on specified direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America, which obligations are held by a bank or trust company organized and existing under the laws of the State of Missouri or any state thereof in the capacity of custodian in form and substance satisfactory to the Trustee.

"Indenture" means the Bond Trust Indenture dated as of November 15, 2011 as originally executed by the Board and the Trustee, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of the Indenture.

"Initial Term" means the period from the effective date of the Financing Agreement through the last day of the Fiscal Year in which such effective date occurs.

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended, and, when appropriate, any statutory predecessor or successor thereto, and all applicable regulations (whether proposed, temporary or final) thereunder and any applicable official rulings, announcements, notices, procedures and judicial determinations relating to the foregoing.

"Lease Payment Date" means any day on or before the Business Day preceding the date any payment is due on the Bonds.

"Lease Payments" means the payments of principal and interest on the Loan referred to in the Financing Agreement.

"Leased Property" means the real estate described on Schedule 1 to the Base Lease, together with all improvements now or hereafter existing thereon, all additions, modifications and improvements made to the Leased Property as they may at any time exist, and any additional property financed in whole or in part with the proceeds of Additional Bonds issued pursuant to the Indenture.

"Loan" means the loan of the proceeds of the Bonds made by the Board to the City pursuant to the Financing Agreement.

"Maximum Term of the Financing Agreement" means the Initial Term and all Renewal Terms through the Renewal Term in which the final maturity of the Bonds occurs.

"Moody's" means Moody's Investors Services, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Trustee.

"Net Proceeds," when used with respect to any damage, destruction, condemnation or loss of title, means the gross proceeds from any insurance relating to damage or destruction of any portion of the Project, or condemnation award with respect to condemned property remaining after the payment of all fees, costs and expenses (including attorneys' fees and any expenses of the Board or the Trustee) incurred in the collection of such gross proceeds.

"Officer's Certificate" means a written certificate in the form described in the Indenture of the City by the City Representative, which certificate shall be deemed to constitute a representation of, and shall be binding upon, the City with respect to matters set forth therein, and which certificate in each instance, including the scope, form, substance and other aspects thereof, is acceptable to the Trustee.

"Opinion of Bond Counsel" means a written opinion in the form described in the Indenture of any legal counsel acceptable to the Board and the Trustee who shall be nationally recognized as expert in matters pertaining to the validity of obligations of governmental issuers and the exemption from federal income taxation of interest on such obligations.

"Opinion of Counsel" means a written opinion in the form described in the Indenture of any legal counsel acceptable to the City and the Trustee and, to the extent the Board is asked to take action in reliance thereon, the Board, who may be an employee of or counsel to the Trustee or the City.

"Original Purchaser" means Piper Jaffray & Co.

"Outstanding" means when used with respect to Bonds, as of the date of determination, all Bonds theretofore authenticated and delivered under the Indenture, except:

(1) Bonds theretofore canceled by the Trustee or delivered to the Trustee for cancellation as provided in the Indenture;

(2) Bonds for whose payment or redemption money or Government Obligations in the necessary amount has been deposited with the Trustee or any Paying Agent in trust for the owners of such Bonds as provided in the Indenture, provided that, if such Bonds are to be redeemed, notice of such redemption has been duly given pursuant to the Indenture or provision therefor satisfactory to the Trustee has been made;

(3) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under the Indenture; and

(4) Bonds alleged to have been destroyed, lost or stolen which have been paid as provided in the Indenture.

"Participants" means those financial institutions for whom the Securities Depository effects book entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"Paying Agent" means the Trustee and any other commercial bank or trust institution organized under the laws of any state of the United States of America or any national banking association designated pursuant to the Indenture or any Supplemental Indenture as paying agent for any series of Bonds at which the principal of, redemption premium, if any, and interest on such Bonds shall be payable.

"Payment Date" means on or before the Business Day preceding the date any payment is due on the Bonds.

"Permitted Encumbrances" means, as of any particular time (a) liens for ad valorem taxes and special assessments not then delinquent or if delinquent are being contested in accordance with the Financing Agreement, (b) the Indenture, (c) the Financing Agreement, (d) the Base Lease, (e) any and all Uniform Commercial Code Financing Statements executed to perfect any security interest created in connection with the issuance of the Bonds, (f) utility, access and other easements and rights-of-way, mineral rights, restrictions, exceptions and encumbrances that will not materially interfere with or impair the operations being conducted on the Leased Property or easements granted to the Board, and (g) such minor defects, irregularities, encumbrances, easements, mechanic's liens, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Leased Property and as do not in the aggregate materially impair the property affected thereby for the purpose for which it was acquired or is held by the Board or the City.

"Permitted Investments" means, if and to the extent the same are at the time legal for investment of funds held under the Indenture:

(1) cash, certificates of deposit or instruments of deposit (in each case insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in paragraph (2) below);

(2) direct obligations of (including obligations issued or held in book entry form on the books of) the Department of Treasury of the United States of America;

(3) obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including:

- Export - Import Bank,
- Farm Credit System Financial Assistance Corporation,
- Rural Economic Community Development Administration (formerly the Farmers Home Administration),
- General Services Administration,
- U.S. Maritime Administration,
- Small Business Administration,
- Government National Mortgage Association (GNMA),
- U.S. Department of Housing & Urban Development (PHA's),
- Federal Housing Administration, and
- Federal Financing Bank;

(4) direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America:

- Senior debt obligations rated "Aaa" by Moody's and "AAA" by Standard & Poor's issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC),
- Obligations of the Resolution Funding Corporation (REFCORP), and
- Senior debt obligations of the Federal Home Loan Bank System;

(5) U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of "A-1" or "A-1+" by Standard & Poor's and "P-1" by Moody's and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);

(6) commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by Standard & Poor's and "P-1" by Moody's and which matures not more than 270 days after the date of purchase;

(7) investments in a money market fund rated "AAAm" or "AAAm-G" or better by Standard & Poor's;

(8) "Pre-refunded Municipal Obligations," defined as follows: any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and

(A) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of Standard & Poor's and Moody's or any successors thereto; or

(B) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph (2) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the Bonds or other obligations described in this paragraph on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to above, as appropriate; provided, however, that Pre-refunded Municipal Obligations meeting the requirements of this subsection (B) may not be used as Permitted Investments without the prior written approval of Standard & Poor's.

(9) general obligations of states with a rating of at least "A2/A" or higher by both Moody's and Standard & Poor's; and

(10) repurchase agreements providing for the transfer of securities from a qualifying bank, securities firm or insurance company (seller/borrower) to the Trustee (buyer/lender), and the transfer of cash from the Trustee to the qualifying bank, securities firm or insurance company with an agreement that the dealer bank or securities firm will repay the cash plus a yield to the Trustee in exchange for the securities at a specified date.

Repurchase Agreements must satisfy the following criteria:

(1) Repurchase Agreements must be between the Trustee and:

(a) a domestic bank or a New York branch of a foreign bank with long term ratings of at least "Aa3 and AA-" by Moody's and Standard & Poor's, respectively; or

(b) a registered broker/dealer which is under the jurisdiction of the Securities Investors Protection Corp., with long term ratings of at least "A3 and A-" by Moody's and Standard & Poor's, respectively; or

(c) an insurance company (or corporation whose obligations are guaranteed by an insurance company in the form of an insurance policy or by an insurance holding company) rated at least "AA3 and Aa-" by Moody's and Standard & Poor's, respectively.

(2) The written repurchase agreement contract must include the following:

(a) Securities which are acceptable for transfer are:

(1) Bonds or other obligations of the United States;

(2) Notes, bonds, debentures or other similar obligations issued by the federal land banks, intermediate credit banks, or banks for cooperatives or any other obligations issued pursuant to the provisions of an act of the Congress of the United States known as the Farm Credit Act of 1971, and acts amendatory thereto;

(3) Bonds of the federal home loan banks;

(4) Any bonds or other obligations guaranteed as to payment of principal and interest by the government of the United States or any agency or instrumentality thereof;

(5) A surety bond issued by an insurance company licensed pursuant to the laws of the state of Missouri whose claims-paying ability is rated in the highest category by at least one nationally recognized statistical rating agency. The face amount of such surety bond shall be at least equal to the portion of the deposit to be secured by the surety bond;

(6) An irrevocable standby letter of credit issued by a Federal Home Loan Bank possessing the highest rating issued by at least one nationally recognized statistical rating agency.

(b) The term of the repurchase agreement may be up to 90 days; but may provide for automatic renewals.

(c) The collateral must be delivered to the Trustee (if the Trustee is not supplying the collateral) or third party acting as agent for the Trustee (if the Trustee is supplying the collateral) before/simultaneously with payment (perfection by possession of certificated securities).

(d) The Trustee has a perfected first priority security interest in the collateral.

(e) Collateral is free and clear of third-party liens and in the case of SIPC broker was not acquired pursuant to a repurchase agreement or reverse repurchase agreement.

(f) Failure to maintain the requisite collateral percentage will require the Trustee to liquidate collateral.

(g) Valuation of Collateral:

(1) The securities must be valued weekly, marked-to-market at current market price plus accrued interest

(2) The value of collateral must be equal to 102% of the amount of cash transferred by the Trustee to the dealer bank or securities firm under the repurchase agreement plus accrued interest. If the value of securities held as collateral falls below 102% of the value of the cash transferred by the Trustee, then additional cash and/or acceptable securities must be transferred.

(3) Legal opinion which must be delivered to the Trustee:

(a) Repurchase Agreement meets guidelines under state law for legal investment of public funds.

(11) investment agreements (supported by appropriate opinions of counsel) with the prior written approval of Standard & Poor's.

The value ("Value"), which shall be determined as of the end of each month, of the above investments shall be calculated as follows:

(a) as to investments the bid and asked prices of which are published on a regular basis in *The Wall Street Journal* (or, if not there, then in The New York Times): the average of the bid and asked prices for such investments so published on or most recently prior to such time of determination;

(b) as to investments the bid and asked prices of which are not published on a regular basis in *The Wall Street Journal* or The New York Times: the average bid price at such time of determination for such investments by any two nationally recognized government securities dealers (selected by the Trustee in its absolute discretion) at the time making a market in such investments or the bid price published by a nationally recognized pricing service;

(c) as to certificates of deposit and bankers acceptances: the face amount thereof, plus accrued interest; and

(d) as to any investment not specified above: the value thereof established by prior agreement between the City and the Trustee.

"Person" means any natural person, firm, association, corporation, partnership, limited liability company, joint stock company, a joint venture, trust, unincorporated organization or firm, or a government or any agency or political subdivision thereof or other public body.

"Prime Rate" means, for any date of determination, the interest rate per annum publicly announced from time to time by the Trustee as its "prime rate."

"Project" means the Project described in the Indenture, the costs of which will be paid or refinanced in whole or in part, or for which the City will be reimbursed in whole or in part from the proceeds of the sale of the Bonds.

"Purchase Price" means the amount payable by the City pursuant to the Financing Agreement to acquire the interest of the Board in the Leased Property.

"Rebate Fund" means the fund by that name created in the Indenture.

"Record Date" means the 15th day (whether or not a Business Day) of the calendar month next preceding the month in which an interest payment on any Bond is to be made.

"Refunded Indenture" means that certain Bond Trust Indenture dated as of December 1, 2002, authorizing the issuance of the Refunded Bonds.

"Refunded Bonds" means $56,290,000 Missouri Development Finance Board Infrastructure Facilities Revenue Bonds (City of Branson, Missouri) Series 2003A, currently outstanding in the principal amount of $39,860,000.

"**Renewal Term"** means the optional renewal terms of the Financing Agreement, each being a duration of one year and a term co-extensive with the City's Fiscal Year, except that the final possible Renewal Term shall terminate on December 1, 2032, unless earlier terminated upon the payment of all the Bonds on the final maturity date of the Bonds.

"Replacement Bonds" means Bonds issued to the beneficial owners of the Bonds in accordance with the Indenture.

"Securities Depository" means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

"Standard & Poor's" means Standard & Poor's Ratings Services, a Division of The McGraw Hill Companies, Inc., New York, New York, and its successors and assigns, and, if such firm shall be dissolved or liquidated or shall no longer perform the functions of a securities rating service, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating service designated by the City, with notice to the Board and the Trustee.

"Supplemental Financing Agreement" means any agreement supplemental or amendatory to the Financing Agreement entered into by the Board and the City pursuant to the Financing Agreement.

"Supplemental Indenture" means any indenture supplemental or amendatory to the Indenture entered into by the Board and the Trustee pursuant to the Indenture.

"Tax Compliance Agreement" means the Tax Compliance Agreement dated as of November 15, 2011 among the Board, the City and the Trustee.

"Tax-Exempt Bonds" means the Series 2011A Bonds and any Additional Bonds, the interest on which was at the time of initial issuance excludable from gross income for purposes of federal income taxation.

"Taxable Bonds" means the Series 2011B Bonds and any Additional Bonds, the interest on which is included in gross income for purposes of federal income taxation.

"Term of the Financing Agreement" means the period from the effective date of the Financing Agreement until the expiration thereof which includes the Initial Term and any Renewal Term or Terms as provided in the Financing Agreement.

"Transaction Documents" means the Indenture, the Bonds, the Base Lease, the Financing Agreement, the Escrow Agreement, the Official Statement relating to the Bonds, the Continuing Disclosure Agreement, the Tax Compliance Agreement, the Authorizing Ordinance and any and all other documents or instruments that evidence or are a part of the transactions referred to in the Indenture, the Financing Agreement or the Official Statement or contemplated by the Indenture, the Financing Agreement or the Official Statement; and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing; provided, however, that when the words "Transaction Documents" are used in the context of the authorization, execution, delivery, approval or performance of Transaction Documents by a particular party, the same shall mean only those Transaction Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

"Trust Estate" means the Trust Estate described in the Granting Clauses of the Indenture.

"Trustee" means Commerce Bank, Kansas City, Missouri, and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to and at the time serving as trustee under the Indenture.

"Unassigned Board's Rights" means the Board's rights to reimbursement and payment of its costs and expenses, its rights of access, its rights to indemnify, its rights to exemption from liability, its rights to receive notices, reports and other statements and its rights to consent to certain matters.

SUMMARY OF THE BASE LEASE

Lease of Leased Property

Pursuant to the Base Lease, the City demises and leases the Leased Property to the Board, and the Board leases the Leased Property from the City, subject to Permitted Encumbrances, on the terms and conditions therein set forth.

Base Lease Term

The term of the Base Lease shall commence as of the date of the delivery thereof and shall end on December 1, 2063, unless such term is sooner terminated as therein provided.

Condemnation

Under Missouri statutes, the City has the power to condemn property for its purposes, and the City acknowledges that if the City condemned the Board's interest in the Base Lease, such action could adversely affect payment of the principal of and or interest represented by the Bonds. The City further acknowledges that condemnation of the Leased Property would adversely affect the security for the Bonds and that without the Board's interest in the Base Lease the Bonds might not be marketable at the rates and upon terms described in the Indenture.

In the event the whole or any part of the Leased Property is taken by eminent domain proceedings, the interest of the Board shall be recognized. The proceeds of said condemnation shall be applied as provided in the Financing Agreement. The Board and the City have reached an agreement on the terms of the acquisition of the Leased Property at the City's option, and to the use of the Leased Property, all as set forth in the Financing Agreement. Any acquisition of the Leased Property or rights to their use by the City (whether pursuant to the exercise of eminent domain powers or otherwise) shall be pursuant to and in accordance with the Financing Agreement, including payment of Lease Payments and the applicable Option Purchase Price as set forth in the Financing Agreement. If the City allows the Financing Agreement to expire without exercising its option to purchase (whether by failure to exercise its option to extend the Financing Agreement for a Renewal Term, failure to exercise its option to purchase at the conclusion of the Maximum Term of the Financing Agreement or failure to cure an Event of Default under the Financing Agreement), that action shall constitute an irrevocable determination by the City that the Leased Property is not required by it for any public purpose for the term of the Base Lease.

Termination

The Base Lease shall terminate upon the completion of the term of the Base Lease specified therein; provided, however, in the event the City pays all Lease Payments and Additional Payments required by the Financing Agreement, or exercises the option to purchase the remaining interest of the Board thereunder and pays all amounts as provided in the Financing Agreement and the Indenture, then the Base Lease shall be considered assigned to the City and terminated through merger of the leasehold interest with the fee interest if the City is the owner of the fee interest and elects to terminate the leasehold interest so acquired from the Board. The Board agrees, upon such assignment and termination of the term of the Base Lease, to quit and surrender the Leased Property as they then exist to the City free and clear of encumbrances, except Permitted Encumbrances.

Default

If an Event of Default under the Financing Agreement or the Indenture occurs for any reason, or if the City terminates the Financing Agreement and fails to purchase the Board's interest in the Leased Property as provided in the Financing Agreement, the Board, or its assignee, shall have the right to possession of the Leased Property for the remainder of the term of the Base Lease and shall have the right to sublease the same or sell its interest in the Base Lease upon whatever terms and conditions it deems prudent. In such event, the Board shall obtain the same insurance coverage with respect to the Leased Property as the City is required to obtain under the Financing Agreement for the remainder of the term of the Base Lease and will furnish the City with evidence thereof. In the event that the Board shall receive a payment for the sale of its interest or total rental payments for subleasing that are, after the payment of the Board's expenses in connection therewith including fees and expenses of the Trustee, in excess of the purchase

price applicable at the time of termination or default plus interest thereon at the interest rate per annum borne by the Bonds (which must be an amount sufficient to pay the principal of, redemption premium, if any, and all interest on the Bonds, or to provide for the payment thereof as provided in the Indenture, with amounts so received to be credited first to such interest and then to principal), then such excess shall be paid to the City by the Board, its assigns or its sublessee.

The City shall not have the right to exclude the Board from the Leased Property or to take possession thereof (except pursuant to the Financing Agreement) or to terminate the Base Lease prior to the termination of the term of the Base Lease upon any default by the Board thereunder; except that if, upon exercise of the option to purchase the Board's interest in the Leased Property under the Financing Agreement granted to the City in the Financing Agreement and after the payment of the amounts specified therein and the other sums payable under the Financing Agreement, the Board fails to convey its interest therein to the City pursuant to said option, then the City shall have the right to terminate the Base Lease, such termination to be effective 30 days after delivery of written notice of such termination to the Board. In the event of any default by the Board hereunder, however, the City may maintain an action for damages or, if permitted in equity, for specific performance.

SUMMARY OF THE INDENTURE

The following, in addition to the information contained above under the heading "THE BONDS", summarizes certain provisions of the Indenture. This summary does not purport to be complete, and reference is made to the Indenture for the complete provisions thereof.

Trust Estate

The Trust Estate created by the Indenture in favor of the Trustee for the benefit and security of the owners of the Bonds consists of:

(a) All rights, title and interest of the Board (including, but not limited to, the right to enforce any of the terms thereof) in, to and under (1) the Base Lease, the Financing Agreement, including, without limitation, all Lease Payments and other payments to be received by the Board and paid by the City under and pursuant to and subject to the provisions of the Base Lease and the Financing Agreement (except the Board's rights to payment of its fees and expenses, to access to the Leased Property and to indemnification as set forth in the Financing Agreement and as otherwise expressly set forth therein), and (2) all financing statements or other instruments or documents evidencing, securing or otherwise relating to the loan of the proceeds of the Bonds; and

(b) All moneys and securities (except moneys and securities held in the Rebate Fund) from time to time held by the Trustee under the terms of the Indenture; and

(c) Any and all other property (real, personal or mixed) of every kind and nature from time to time, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security under the Indenture by the Board or by anyone in its behalf or with its written consent, to the Trustee, which is authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms of the Indenture.

The Trustee shall hold in trust and administer the Trust Estate, upon the terms and conditions set forth in the Indenture for the equal and pro rata benefit and security of each and every owner of Bonds, without preference, priority or distinction as to participation in the lien, benefit and protection of the Indenture of one Bond over or from the others, except as otherwise expressly provided in the Indenture.

Additional Bonds

Additional Bonds may be issued under the Indenture on a parity (except as otherwise provided in the Indenture) with the Bonds and any other Additional Bonds at any time and from time to time, upon compliance with

the conditions set forth in the Indenture and in the Financing Agreement, for any purpose authorized under the Act. See "BONDOWNERS' RISKS" for a discussion of certain risks.

Except as to any difference in the date, the maturities, the rates of interest or the provisions for redemption, such Additional Bonds shall be on a parity with and shall be entitled to the same benefit and security of the Indenture as the Bonds and any other Additional Bonds.

Creation of Funds and Accounts

There are created and ordered to be established in the custody of the Trustee the following special trust funds in the name of the Board to be designated as follows:

(a) "Missouri Development Finance Board–City of Branson, Missouri – Infrastructure Facilities Costs of Issuance Fund" (the "Costs of Issuance Fund"), including initially a Series 2011A Costs of Issuance Account and a Series 2011B Costs of Issuance Account.

(b) "Missouri Development Finance Board–City of Branson, Missouri – Infrastructure Facilities Debt Service Fund" (the "Debt Service Fund"), including initially a Series 2011A Debt Service Account and a Series 2011B Debt Service Account.

(c) "Missouri Development Finance Board–City of Branson, Missouri – Infrastructure Facilities Rebate Fund" (the "Rebate Fund").

The Trustee is authorized to establish separate accounts within such funds or otherwise segregate moneys within such funds, on a book entry basis or in such other manner as the Trustee may deem necessary or convenient, or as the Trustee shall be instructed by the Board.

Debt Service Fund

The Trustee shall deposit and credit to the Debt Service Fund, as and when received, as follows:

(a) Accrued interest, if any, on the Bonds as provided in the Indenture.

(b) All Lease Payments made by the City pursuant to the Financing Agreement.

(c) Interest earnings and other income on Permitted Investments required to be deposited in the Debt Service Fund pursuant to the Indenture.

(d) Any amounts required by a Supplemental Indenture authorizing the issuance of Additional Bonds to be deposited in the Debt Service Fund, as specified in such Supplemental Indenture.

(e) The balance of any Net Proceeds of insurance or condemnation awards received by the Trustee pursuant to the Financing Agreement.

(f) All other moneys received by the Trustee under and pursuant to any of the provisions of the Indenture or the Financing Agreement or any other Transaction Document, when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Debt Service Fund.

The moneys in the Debt Service Fund shall be held in trust and shall be applied solely in accordance with the provisions of the Indenture to pay the principal of and redemption premium, if any, and interest on the Bonds as the same become due and payable. Except as otherwise provided in the Indenture, moneys in the Debt Service Fund shall be expended solely as follows: (a) to pay interest on the Bonds as the same becomes due; (b) to pay principal of the Bonds as the same mature; and (c) to pay principal of and redemption premium, if any, on the Bonds as the same become due upon redemption prior to maturity.

The Trustee is authorized and directed to withdraw sufficient funds from the Debt Service Fund to pay principal of, redemption premium, if any, and interest on the Bonds as the same become due and payable at maturity or upon redemption and to make said funds so withdrawn available to the Trustee and any Paying Agent for the purpose of paying said principal, redemption premium, if any, and interest.

The Trustee, upon the written instructions from the Board given pursuant to written direction of the City, shall use excess moneys in the Debt Service Fund to redeem all or part of the Bonds Outstanding and to pay interest to accrue thereon prior to such redemption and redemption premium, if any, on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the City, in accordance with the provisions of the Indenture, so long as the City is not in default with respect to any payments under the Financing Agreement and to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption. The City may cause such excess money in the Debt Service Fund or such part thereof or other moneys of the City, as the City may direct, to be applied by the Trustee on a best efforts basis to the extent practical for the purchase of Bonds in the open market for the purpose of cancellation at prices not exceeding the principal amount thereof plus accrued interest thereon to the date of such purchase.

After payment in full of the principal of, redemption premium, if any, and interest on the Bonds (or after provision has been made for the payment thereof as provided in the Indenture), and the fees, charges and expenses of the Trustee, any Paying Agents and the Board, and any other amounts required to be paid under the Indenture and the Financing Agreement, all amounts remaining in the Debt Service Fund shall be paid to the City upon the expiration or sooner termination of the Financing Agreement.

Rebate Fund

There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Compliance Agreement. All amounts on deposit at any time in the Rebate Fund shall be held by the Trustee in trust to the extent required to pay rebatable arbitrage to the United States of America, and neither the City, the Board nor the owner of any Bonds shall have any rights in or claim to such money.

Nonpresentment of Bonds

In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the Board to the owner thereof for the payment of such Bond, shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds in trust in a separate trust account, without liability for interest thereon, for the benefit of the owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under the Indenture or on or with respect to said Bond. If any Bond shall not be presented for payment within four years following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall repay to the City the funds theretofore held by it for payment of such Bond without liability for interest thereon, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Investment of Moneys

Moneys held in each of the funds and accounts under the Indenture shall, pursuant to written directions of the City Representative, or in the absence of such direction at the discretion of the Trustee, be invested and reinvested by the Trustee in accordance with the provisions of the Indenture and the Tax Compliance Agreement in Permitted Investments which mature or are subject to redemption by the owner thereof prior to the date such funds are expected to be needed. The Trustee may make any investments permitted by the provisions of the Indenture through its own bond department or short term investment department or that of any affiliate of the Trustee and may pool moneys for investment purposes, except moneys held in any fund or account that are required to be yield restricted in accordance with the Tax Compliance Agreement, which shall be invested separately. Any such

Permitted Investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund or account in which such moneys are originally held. The interest accruing on each fund or account and any profit realized from such Permitted Investments (other than any amount required to be deposited in the Rebate Fund) shall be credited to such fund or account, and any loss resulting from such Permitted Investments shall be charged to such fund or account. The Trustee shall sell or present for redemption and reduce to cash a sufficient amount of such Permitted Investments whenever it shall be necessary to provide moneys in any fund or account for the purposes of such fund or account and the Trustee shall not be liable for any loss resulting from such investments.

In determining the balance in any Fund, investments in such Fund shall be valued at the lower of their original cost or their fair market value as of the most recent interest payment date.

Events of Default

The term **"event of default,"** wherever used in the Indenture, means any one of the following events (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) default in the payment of any interest on any Bond when such interest becomes due and payable; or

(b) default in the payment of the principal of (or premium, if any, on) any Bond when the same becomes due and payable (whether at maturity, by acceleration or otherwise); or

(c) default in the performance, or breach, of any covenant or agreement of the Board in the Indenture (other than a covenant or agreement a default in the performance or breach of which is specifically dealt with elsewhere), and continuance of such default or breach for a period of 60 days after there has been given to the Board and the City by the Trustee or to the Board and the City and the Trustee by the owners of at least 10% in principal amount of the Bonds Outstanding, a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default cannot be fully remedied within such 60-day period, but can reasonably be expected to be fully remedied, such default shall not constitute an event of default if the Board shall immediately upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch; or

(d) any event of default under the Financing Agreement shall occur and is continuing and has not been waived; or

(e) failure by the City to renew the Financing Agreement on or before the end of its Fiscal Year during the Initial Term or any Renewal Term.

With regard to any alleged default concerning which notice is given to the City under the provisions of the Indenture, the Board grants the City full authority for the account of the Board to perform any covenant or obligation, the nonperformance of which is alleged in said notice to constitute a default, in the name and stead of the Board, with full power to do any and all things and acts to the same extent that the Board could do and perform any such things and acts in order to remedy such default.

Acceleration of Maturity; Rescission and Annulment

If an Event of Default occurs and is continuing, the Trustee may, and shall, if requested by the owners of not less than 25% in principal amount of the Bonds Outstanding, by written notice to the Board and the City, declare the principal of all Bonds Outstanding and the interest accrued thereon to be due and payable (to the extent the City has appropriated funds for the payment of the principal of such Bond and the interest thereon), and upon any such declaration such principal and interest shall become immediately due and payable.

At any time after such a declaration of acceleration has been made, but before any judgment or decree for payment of money due on any Bonds has been obtained by the Trustee as provided in the Indenture, the owners of a majority in principal amount of the Bonds Outstanding may, by written notice to the Board, the City and the Trustee, rescind and annul such declaration and its consequences if:

(a) the Board has deposited with the Trustee a sum sufficient to pay

(1) all overdue installments of interest on all Bonds,

(2) the principal of (and premium, if any, on) any Bonds which have become due otherwise than by such declaration of acceleration and interest thereon at the rate prescribed therefor in the Bonds,

(3) interest upon overdue installments of interest at the rate prescribed therefor in the Bonds, and

(4) all sums paid or advanced by the Trustee under the Indenture and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and

(b) all events of default, other than the non-payment of the principal of Bonds which have become due solely by such declaration of acceleration, have been cured or have been waived as provided in the Indenture.

No such rescission and annulment shall affect any subsequent default or impair any right consequent thereon.

Exercise of Remedies by the Trustee

Upon the occurrence and continuance of any Event of Default under the Indenture, unless the same is waived as provided in the Indenture, the Trustee shall have the following rights and remedies, in addition to any other rights and remedies provided under the Indenture or by law:

(a) *Right to Bring Suit, Etc.* The Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of, premium, if any, and interest on the Bonds Outstanding, including interest on overdue principal (and premium, if any) and on overdue installments of interest, and any other sums due under the Indenture, to realize on or to foreclose any of its interests or liens under the Indenture or any other Transaction Document, to enforce and compel the performance of the duties and obligations of the Board as set forth in the Indenture and to enforce or preserve any other rights or interests of the Trustee under the Indenture with respect to any of the Trust Estate or otherwise existing at law or in equity.

(b) *Exercise of Remedies at Direction of Bondowners.* If requested in writing to do so by the owners of not less than 25% in principal amount of Bonds Outstanding and if indemnified as provided in the Indenture, the Trustee shall be obligated to exercise such one or more of the rights and remedies conferred by the Indenture as the Trustee shall deem most expedient in the interests of the bondowners.

(c) *Appointment of Receiver*. Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the bondowners under the Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate, pending such proceedings, with such powers as the court making such appointment shall confer.

(d) *Suits to Protect the Trust Estate.* The Trustee shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the Trust Estate by any acts which may be unlawful or in violation of the Indenture and to protect its interests and the interests of

the bondowners in the Trust Estate, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security under the Indenture or be prejudicial to the interests of the bondowners or the Trustee, or to intervene (subject to the approval of a court of competent jurisdiction) on behalf of the bondowners in any judicial proceeding to which the Board or the City is a party and which in the judgment of the Trustee has a substantial bearing on the interests of the bondowners.

(e) *Enforcement Without Possession of Bonds*. All rights of action under the Indenture or any of the Bonds may be enforced and prosecuted by the Trustee without the possession of any of the Bonds or the production thereof in any suit or other proceeding relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust. Any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and subject to the provisions of the Indenture, be for the equal and ratable benefit of the owners of the Bonds in respect of which such judgment has been recovered.

(f) *Restoration of Positions*. If the Trustee or any bondowner has instituted any proceeding to enforce any right or remedy under the Indenture by suit, foreclosure, the appointment of a receiver, or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such bondowner, then and in every case the Board, the City, the Trustee and the bondowners shall, subject to any determination in such proceeding, be restored to their former positions and rights under the Indenture, and thereafter all rights and remedies of the Trustee and the bondowners shall continue as though no such proceeding had been instituted.

Limitation on Suits by Bondowners

No owner of any Bond shall have any right to institute any proceeding, judicial or otherwise, under or with respect to the Indenture, or for the appointment of a receiver or trustee or for any other remedy under the Indenture, unless:

(a) such owner has previously given written notice to the Trustee of a continuing Event of Default;

(b) the owners of not less than 25% in principal amount of the Bonds Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee under the Indenture;

(c) such owner or owners have offered to the Trustee indemnity as provided in the Indenture against the costs, expenses and liabilities to be incurred in compliance with such request;

(d) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and

(e) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the owners of a majority in principal amount of the Outstanding Bonds;

it being understood and intended that no one or more owners of Bonds shall have any right in any manner whatever by virtue of, or by availing of, any provision of the Indenture to affect, disturb or prejudice the lien of the Indenture or the rights of any other owners of Bonds, or to obtain or to seek to obtain priority or preference over any other owners or to enforce any right under the Indenture, except in the manner provided in the Indenture and for the equal and ratable benefit of all Outstanding Bonds.

Notwithstanding the foregoing or any other provision in the Indenture, however, the owner of any Bond shall have the right which is absolute and unconditional to receive payment of the principal of (and premium, if any)

and interest on such Bond on the respective stated maturities expressed in such Bond (or, in the case of redemption, on the redemption date) and nothing contained in the Indenture shall affect or impair the right of any owner to institute suit for the enforcement of any such payment.

Control of Proceedings by Bondowners

The owners of a majority in principal amount of the Bonds Outstanding shall have the right, during the continuance of an event of default, provided indemnity has been provided to the Trustee in accordance with the Indenture:

(a) to require the Trustee to proceed to enforce the Indenture, either by judicial proceedings for the enforcement of the payment of the Bonds and the foreclosure of the Indenture, or otherwise; and

(b) to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under the Indenture, provided that

(1) such direction shall not be in conflict with any rule of law or the Indenture,

(2) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and

(3) the Trustee shall not determine that the action so directed would be unjustly prejudicial to the owners not taking part in such direction.

Application of Moneys Collected

Any moneys collected by the Trustee following an event of default (after the deductions for payment of costs and expenses of proceedings resulting in the collection of such moneys) together with any other sums then held by the Trustee as part of the Trust Estate, shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal (or premium, if any) or interest, upon presentation of the Bonds and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

(a) **First:** To the payment of all unpaid amounts due the Trustee under the Indenture;

(b) **Second:** To the payment of the whole amount then due and unpaid upon the Outstanding Bonds for principal (and premium, if any) and interest, in respect of which or for the benefit of which such money has been collected, with interest (to the extent that such interest has been collected by the Trustee or a sum sufficient therefor has been so collected and payment thereof is legally enforceable at the respective rate or rates prescribed therefor in the Bonds) on overdue principal (and premium, if any) and on overdue installments of interest; and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon such Bonds, then to the payment of such principal and interest, without any preference or priority, ratably according to the aggregate amount so due; and

(c) **Third:** To the payment of the remainder, if any, to the City or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

Whenever moneys are to be so applied by the Trustee, such moneys shall be applied by it at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, in accordance with

the Indenture, and shall not be required to make payment to the owner of any unpaid Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Supplemental Indentures

Without Consent of the Owners

Without the consent of the owners of any Bonds, the Board and the Trustee may from time to time enter into one or more Supplemental Indentures for any of the following purposes:

(a) to correct or amplify the description of any property at any time subject to the lien of the Indenture, or better to assure, convey and confirm unto the Trustee any property subject or required to be subjected to the lien of the Indenture, or to subject to the lien of the Indenture additional property; or

(b) to add to the conditions, limitations and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of Bonds or of any series of Bonds, as set forth in the Indenture, additional conditions, limitations and restrictions thereafter to be observed; or

(c) to authorize the issuance of any series of Additional Bonds and make such other provisions as provided in the Indenture; or

(d) to evidence the appointment of a separate trustee or the succession of a new trustee under the Indenture; or

(e) to add to the covenants of the Board or to the rights, powers and remedies of the Trustee for the benefit of the owners of all Bonds or to surrender any right or power conferred upon the Board in the Indenture; or

(f) to cure any ambiguity, to correct or supplement any provision in the Indenture which may be inconsistent with any other provision of the Indenture or to make any other change, with respect to matters or questions arising under the Indenture, which shall not be inconsistent with the provisions of the Indenture, provided such action shall not materially adversely affect the interests of the owners of the Bonds; or

(g) to modify, eliminate or add to the provisions of the Indenture to such extent as shall be necessary to effect the qualification of the Indenture under the Trust Indenture Act of 1939, as amended, or under any similar federal statute hereafter enacted, or to permit the qualification of the Bonds for sale under the securities laws of the United States or any state of the United States.

With Consent of the Owners

With the consent of the owners of not less than a majority in principal amount of the Bonds then Outstanding affected by such Supplemental Indenture, the Board and the Trustee may enter into one or more Supplemental Indentures for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of modifying in any manner the rights of the owners of the Bonds under the Indenture; provided, however, that no such Supplemental Indenture shall, without the consent of the owner of each Outstanding Bond affected thereby,

(a) change the stated maturity of the principal of, or any installment of interest on, any Bond, or reduce the principal amount thereof or the interest thereon or any premium payable upon the redemption thereof, or change any place of payment where (except as may be required in connection with the appointment of a successor Trustee), or the coin or currency in which, any Bond, or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the stated maturity thereof (or, in the case of redemption, on or after the redemption date); or

(b) reduce the percentage in principal amount of the Outstanding Bonds, the consent of whose owners is required for any such Supplemental Indenture, or the consent of whose owners is required for any waiver provided for in the Indenture of compliance with certain provisions of the Indenture or certain defaults under the Indenture and their consequences; or

(c) modify the obligation of the Board to make payment on or provide funds for the payment of any Bond; or

(d) modify any of the provisions of the Indenture relating to Supplemental Indentures with the consent of the owners or relating to waiver of past defaults, except to increase any percentage provided thereby or to provide that certain other provisions of the Indenture cannot be modified or waived without the consent of the owner of each Bond affected thereby; or

(e) permit the creation of any lien ranking prior to or, except with respect to any Additional Bonds, on a parity with the lien of the Indenture with respect to any of the Trust Estate or terminate the lien of the Indenture on any property at any time subject to the Indenture or deprive the owner of any Bond of the security afforded by the lien of the Indenture.

The Trustee may in its discretion determine whether or not any Bonds would be affected by any Supplemental Indenture and any such determination shall be conclusive upon the owners of all Bonds, whether theretofore or thereafter authenticated and delivered under the Indenture. The Trustee shall not be liable for any such determination made in good faith.

It shall not be necessary for the required percentage of owners of Bonds to approve the particular form of any proposed Supplemental Indenture, but it shall be sufficient if such act shall approve the substance thereof.

Execution of Supplemental Indentures

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by the Indenture or the modification thereby of the trusts created by the Indenture, the Trustee shall be entitled to receive, and shall be fully protected in relying upon, an Opinion of Bond Counsel stating that the execution of such Supplemental Indenture is authorized and permitted by and in compliance with the terms of the Indenture and an Opinion of Bond Counsel that the execution and delivery thereof will not adversely affect the exclusion from federal gross income of interest on the Bonds. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties or immunities under the Indenture or otherwise.

Payment, Discharge and Defeasance of Bonds

Bonds will be deemed to be paid and discharged and no longer Outstanding under the Indenture and will cease to be entitled to any lien, benefit or security of the Indenture if the Board shall pay or provide for the payment of such Bonds in any one or more of the following ways:

(a) by paying or causing to be paid the principal of (including redemption premium, if any) and interest on such Bonds, as and when the same become due and payable;

(b) by delivering such Bonds to the Trustee for cancellation; or

(c) by depositing in trust with the Trustee or other Paying Agent moneys and Defeasance Obligations in an amount, together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on such Bonds at or before their respective maturity or redemption dates (including the payment of the principal of, premium, if any, and interest payable on such Bonds to the maturity or redemption date thereof); provided that, if any such Bonds are to be redeemed prior to the maturity thereof, notice of such

redemption is given in accordance with the requirements of the Indenture or provision satisfactory to the Trustee is made for the giving of such notice.

The Bonds may be defeased in advance of their maturity or redemption dates only with cash or Defeasance Obligations pursuant to clause (c) above, subject to receipt by the Trustee of (1) a verification report in form and substance satisfactory to the Trustee prepared by independent certified public accountants, or other verification agent, satisfactory to the Trustee and (2) an Opinion of Bond Counsel addressed and delivered to the Trustee and the Board in form and substance satisfactory to the Trustee to the effect that the payment of the principal of and redemption premium, if any, and interest on all of the Tax-Exempt Bonds then Outstanding and any and all other amounts required to be paid under the provisions of the Indenture has been provided for in the manner set forth in the Indenture and to the effect that so providing for the payment of any Bonds will not cause the interest on the Tax-Exempt Bonds to be included in gross income for federal income tax purposes, notwithstanding the satisfaction and discharge of the Indenture.

The foregoing notwithstanding, the liability of the Board in respect of such Bonds shall continue, but the owners thereof shall thereafter be entitled to payment only out of the moneys and Defeasance Obligations deposited with the Trustee as aforesaid.

Moneys and Defeasance Obligations so deposited with the Trustee pursuant to the Indenture shall not be a part of the Trust Estate but shall constitute a separate trust fund for the benefit of the Persons entitled thereto. Such moneys and Defeasance Obligations shall be applied by the Trustee to the payment (either directly or through any Paying Agent, as the Trustee may determine) to the Persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such moneys and Defeasance Obligations have been deposited with the Trustee.

Satisfaction and Discharge of Indenture

The Indenture and the lien, rights and interests created by the Indenture shall cease, determine and become null and void (except as to any surviving rights pursuant to the Indenture) if the following conditions are met:

(a) the principal of, premium, if any, and interest on all Bonds has been paid or is deemed to be paid and discharged by meeting the conditions of the Indenture;

(b) all other sums payable under the Indenture with respect to the Bonds are paid or provision satisfactory to the Trustee is made for such payment;

(c) the Trustee receives an Opinion of Bond Counsel (which may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that so providing for the payment of any Bonds will not cause the interest on the Tax-Exempt Bonds to be included in gross income for federal income tax purposes, notwithstanding the satisfaction and discharge of the Indenture;

(d) the Trustee receives an Opinion of Counsel to the effect that all conditions precedent in the Indenture to the satisfaction and discharge of the Indenture have been complied with; and

(e) if such Bonds are to be redeemed or final payment is to occur on a date which is more than 90 days from the date of the deposit under the Indenture, the Board and the City shall have received (1) the report of a verification agent acceptable to and addressed to each of them, confirming the mathematical accuracy of the calculations used to determine the sufficiency of the moneys or Defeasance Obligations; and (2) the escrow deposit agreement.

SUMMARY OF THE FINANCING AGREEMENT

The following summarizes certain provisions of the Financing Agreement. This summary does not purport to be complete, and reference is made to the Financing Agreement for the complete provisions thereof.

Lease Payments

Subject to the limitations of the Financing Agreement relating to annual appropriation, the City shall pay the following amounts to the Trustee, all as "Lease Payments" under the Financing Agreement:

(a) *Debt Service Fund--Interest:* On or before 10:00 a.m. on or before the Business Day preceding each June 1 and December 1, commencing June 1, 2012, an amount which is not less than the interest to become due on the next interest payment date on the Bonds; provided, however that the Borrower may be entitled to certain credits on such payments as permitted under the Financing Agreement.

(b) *Debt Service Fund--Principal:* On or before 10:00 a.m. on or before the Business Day preceding each principal payment date on the Bonds an amount which is not less than the next installment of principal due on the Bonds on the next principal payment date by maturity or mandatory sinking fund redemption; provided, however, that the Borrower may be entitled to certain credits on such payments as permitted under the Financing Agreement.

(c) *Debt Service Fund--Redemption:* On or before 10:00 a.m. on the Business Day preceding the date required by the Financing Agreement or the Indenture, the amount required to redeem Bonds then Outstanding if the Borrower exercises its right to redeem Bonds under any provision of the Indenture or if any Bonds are required to be redeemed under any provision of the Indenture.

Notwithstanding any schedule of payments upon the Loan set forth in the Financing Agreement or the Indenture, the City shall make payments upon the Loan and shall be liable therefor at the times and in the amounts (including interest, principal, and redemption premium, if any) equal to the amounts to be paid as interest, principal and redemption premium, if any, whether at maturity or by redemption upon all Bonds from time to time Outstanding under the Indenture.

Any Supplemental Financing Agreement shall provide for similar deposits into the Debt Service Fund of amounts sufficient to insure the prompt payment of the principal of, premium, if any, and interest on any Additional Bonds as the same become due.

Unpaid Lease Payments shall bear interest at the rates prescribed in the Bonds. Any interest charged and collected on an unpaid Lease Payment shall be deposited to the credit of the Debt Service Fund and applied to pay interest on overdue amounts in accordance with the Indenture.

The City and the Board each acknowledge that, except as otherwise provided in the Indenture, they have no interest in the Debt Service Fund or the Rebate Fund, and any moneys deposited therein shall be in the custody of and held by the Trustee in trust for the benefit of the Bondowners and the United States of America as provided in the Indenture.

Credits on Lease Payments

Notwithstanding any provision contained in the Financing Agreement or in the Indenture to the contrary, in addition to any credits on the Loan resulting from the payment or prepayment of Lease Payments from other sources:

(a) any moneys deposited (including earnings thereon) by the Trustee in the Debt Service Fund as interest (including moneys received as accrued interest from the sale of the Bonds and any initial deposit of capitalized interest made from the proceeds of the sale of any series of the Bonds) shall be credited against the obligation of the City to pay interest on the Loan as the same becomes due;

(b) any moneys deposited (including earnings thereon) by the Trustee in the Debt Service Fund as principal shall be credited against the obligation of the City to pay the principal of the Loan as the same becomes due in the order of maturity thereof; and

(c) the amount of any moneys transferred by the Trustee from any other fund held under the Indenture and deposited in the Debt Service Fund as interest or principal shall be credited against the obligation of the City to pay interest or principal, as the case may be, as the same become due.

Additional Payments

Subject to the limitations of the Financing Agreement relating to annual appropriation, the City shall pay the following amounts to the following persons, all as "Additional Payments" under the Financing Agreement:

(a) to the Trustee, when due, all reasonable fees and charges for its services rendered under the Indenture, the Financing Agreement and any other Transaction Documents, and all reasonable expenses (including without limitation reasonable fees and charges of any Paying Agent, registrar, counsel, accountant, engineer, rebate analyst or other person) incurred in the performance of the duties of the Trustee under the Indenture or the Financing Agreement for which the Trustee and other persons are entitled to repayment or reimbursement;

(b) to the Trustee, upon demand, an amount necessary to pay rebatable arbitrage in accordance with the Tax Compliance Agreement and the Indenture;

(c) to the Board, on the Bond Issuance Date, its regular administrative and issuance fees and charges, if any, and all expenses (including without limitation attorney's fees) incurred by the Board in relation to the transactions contemplated by the Financing Agreement and the Indenture, which are not otherwise to be paid by the City under the Financing Agreement or the Indenture;

(d) to the appropriate person, such payments as are required (i) as payment for or reimbursement of any and all reasonable costs, expenses and liabilities incurred by the Board or the Trustee or any of them in satisfaction of any obligations of the City under the Financing Agreement that the City does not perform, or incurred in the defense of any action or proceeding with respect to the Project, the Financing Agreement or the Indenture, or (ii) as reimbursement for expenses paid, or as prepayment of expenses to be paid, by the Board or the Trustee and that are incurred as a result of a request by the City, or a requirement of the Financing Agreement and that the City is not otherwise required to pay under the Financing Agreement;

(e) to the appropriate person, amounts to be paid pursuant to the Tax Compliance Agreement;

(f) to the appropriate person, any other amounts required to be paid by the City under the Financing Agreement or the Indenture; and

(g) any past due Additional Payments shall continue as an obligation of the City until they are paid and shall bear interest at the Prime Rate plus 2% during the period such Additional Payments remain unpaid.

Annual Appropriations

The City intends, on or before the last day of each Fiscal Year, to budget and appropriate, specifically with respect to the Financing Agreement, moneys sufficient to pay all the Lease Payments and reasonably estimated Additional Payments for the next succeeding Fiscal Year. The City shall deliver written notice to the Trustee no later than 15 days after the commencement of its Fiscal Year stating whether or not the Board of Aldermen has appropriated funds sufficient for the purpose of paying the Lease Payments and Additional Payments reasonably estimated to become due during such Fiscal Year. If the Board of Aldermen shall have made the appropriation

necessary to pay the Lease Payments and reasonably estimated Additional Payments to become due during such Fiscal Year, the failure of the City to deliver the foregoing notice on or before the 15th day after the commencement of its Fiscal Year shall not constitute an Event of Nonappropriation and, on failure to receive such notice 15 days after the commencement of the City's Fiscal Year, the Trustee shall make independent inquiry of the fact of whether or not such appropriation has been made. If the Board of Aldermen shall not have made the appropriation necessary to pay the Lease Payments and Additional Payments reasonably estimated to become due during such succeeding Fiscal Year, the failure of the City to deliver the foregoing notice on or before the 15th day after the commencement of its Fiscal Year shall constitute an Event of Nonappropriation.

Annual Budget Request

The City Administrator or other officer of the City at any time charged with the responsibility of formulating budget proposals shall include in the budget proposals submitted to the Board of Aldermen, in each Fiscal Year in which the Financing Agreement shall be in effect, an appropriation for all payments required for the ensuing Fiscal Year; it being the intention of the City that the decision to appropriate or not to appropriate under the Financing Agreement shall be made solely by the Board of Aldermen and not by any other official of the City. The City intends, subject to the provisions above respecting the failure of the City to budget or appropriate funds to make Lease Payments and Additional Payments, to pay the Lease Payments and Additional Payments under the Financing Agreement. The City reasonably believes that legally available funds in an amount sufficient to make all Lease Payments and Additional Payments during each Fiscal Year can be obtained. The City further intends to do all things lawfully within its power to obtain and maintain funds from which the Lease Payments and Additional Payments may be made, including making provision for such Lease Payments and Additional Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of the City and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. The City's Finance Director is directed to do all things lawfully within such person's power to obtain and maintain funds from which the Lease Payments and Additional Payments may be paid, including making provision for such Lease Payments and Additional Payments to the extent necessary in each proposed annual budget submitted for approval or by supplemental appropriation in accordance with applicable procedures of the City and to exhaust all available reviews and appeals in the event such portion of the budget or supplemental appropriation is not approved. Notwithstanding the foregoing, the decision to budget and appropriate funds is to be made in accordance with the City's normal procedures for such decisions.

Lease Payments to Constitute Current Expenses of the City

The Board and the City acknowledge and agree that the Lease Payments and Additional Payments under the Financing Agreement shall constitute currently budgeted expenditures of the City, and shall not in any way be construed or interpreted as creating a liability or a general obligation or debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained in the Financing Agreement constitute a pledge of the general credit, tax revenues, funds or moneys of the City. The City's obligations to pay Lease Payments and Additional Payments under the Financing Agreement 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. Neither the Financing Agreement nor the issuance of the Bonds shall directly or indirectly obligate the City to levy or pledge any form of taxation or make any appropriation or make any payments beyond those appropriated for the City's then current Fiscal Year, but in each Fiscal Year Lease Payments and Additional Payments shall be payable solely from the amounts budgeted or appropriated therefor out of the income and revenue provided for such year, plus any unencumbered balances from previous years; provided, however, that nothing in the Financing Agreement shall be construed to limit the rights of the owners of the Bonds or the Trustee to receive any amounts which may be realized from the Trust Estate pursuant to the Indenture. Failure of the City to budget and appropriate said moneys on or before the last day of any Fiscal Year shall be deemed an Event of Nonappropriation.

Initial Lease of Leased Property

Simultaneously with the issuance and delivery of the Bonds and the delivery of the Financing Agreement, the City shall by appropriate instrument lease the Leased Property, in accordance with the legal description of the

Leased Property attached to the Financing Agreement and pursuant to the terms of the Base Lease to the Board in consideration of the issuance of the Bonds and the application of the proceeds thereof as provided in the Indenture.

Granting of Leasehold Estate

The Board hereby rents, leases and lets the Leased Property back to the City, and the City hereby rents, leases and hires the Leased Property from the Board, for the rentals and upon and subject to the terms and conditions herein contained.

Security for the Loan

The City's obligations to pay the Lease Payments and Additional Payments described in the Financing Agreement and any amounts required to be paid under the Financing Agreement, shall be limited, special obligations of the City payable solely from, and secured as to the payment of principal and interest by, a pledge of, subject to annual appropriation by the City as provided in the Financing Agreement, all general fund revenues of the City. The taxing power of the City is not pledged to the payment of the Loan either as to principal or interest. The City's obligation to pay the Lease Payments and Additional Payments shall not constitute general obligations of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, or statutory provision, limitation or restriction.

Possession and Use of the Leased Property

The Board covenants and agrees that as long as the City is not in default under the Financing Agreement, the City shall have sole and exclusive possession of the Leased Property (subject to the Board's right of access pursuant to the Financing Agreement) and shall and may peaceably and quietly have, hold and enjoy the Leased Property during the Term of the Financing Agreement. The Board covenants and agrees that it will not take any action, other than pursuant to the Financing Agreement, to prevent the City from having quiet and peaceable possession and enjoyment of the Leased Property during the Term of the Financing Agreement and will, at the request and expense of the City, cooperate with the City in order that the City may have quiet and peaceable possession and enjoyment of the Leased Property and will defend the City's enjoyment and possession thereof against all parties.

Subject to the provisions of the Financing Agreement, the City shall have the right to use the Leased Property for any lawful purpose allowed by law. The City shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities (including without limitation all environmental laws), now or hereafter applicable to the Leased Property and the other property of the City or to any adjoining public ways, as to the manner of use or the condition of the Leased Property or of adjoining public ways. The City shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried by the provisions of the Financing Agreement. The City shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the City to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the City shall have the right, at its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the City may refrain from complying therewith unless the Board or the Trustee shall notify the City that, in the Opinion of Counsel, by noncompliance the interest of the Board in the Leased Property will be materially endangered or the Leased Property or any part thereof will be subject to loss or forfeiture, in which event the City shall promptly comply therewith or provide the Board with full security against any such loss or forfeiture, in form satisfactory to the Board and the Trustee. The Board will cooperate fully with the City in any such contest, upon request and at the expense of the City.

Maintenance, Repairs and Utilities

The City shall, at its own expense, maintain, preserve and keep the Leased Property and all parts thereof in good repair, working order and condition, and shall from time to time make all repairs, replacements and

improvements necessary to keep the Leased Property and all parts thereof in safe condition and free from filth, nuisance or conditions unreasonably increasing the danger of fire or other casualty. The Board shall have no responsibility for any of these repairs, replacements or improvements.

The City shall contract in its own name and pay for all utilities and utility services used by the City in, on or about the Leased Property, and the City, shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Liens

Except with respect to Permitted Encumbrances and as otherwise in the Financing Agreement or in the Indenture provided, neither the Board nor the City shall, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property. Whenever and as often as any mechanics' or other lien is filed against the Leased Property, or any part thereof, the City shall discharge the same of record within 60 days after the date of filing. Notice is hereby given that the Board shall not be liable for any labor or materials furnished to the City or to anyone claiming by, through or under the City upon credit, and that no mechanics' or other lien shall attach to or affect the reversionary or other estate of the Board in and to the Leased Property or any part thereof.

The City, notwithstanding the paragraph above, shall have the right to contest any lien if and provided that the City (i) within said 60-day period stated above notifies the Board and the Trustee in writing of the City's intention to do so, (ii) diligently prosecutes such contest, (iii) at all times effectively stays or prevents any official or judicial sale of the Leased Property, or any part thereof or interest therein, under execution or otherwise, (iv) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim, and (v) thereafter promptly procures record release or satisfaction thereof. The City may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Board or the Trustee shall notify the City that, in the opinion of Counsel, by nonpayment of any such items, the interest of the Board in the Leased Property will be materially endangered or any part thereof will be subject to loss or forfeiture, in which event the City shall promptly discharge such lien. Except as expressly provided in the Financing Agreement, the City shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The City shall reimburse the Board for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Taxes, Assessments and Other Governmental Charges

The City shall promptly pay and discharge, as the same become due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Leased Property, or any part thereof or interest therein (including the leasehold estate of the City in the Leased Property) or any buildings, improvements, machinery and equipment at any time installed thereon by the City, or the income therefrom or Lease Payments and other amounts payable under the Financing Agreement, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which, if not paid when due, would impair the security of the Bonds or encumber the Board’s interest in the Leased Property; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed but which may be paid in installments, the City shall be obligated to pay only such installments thereof as become due and payable during the Term of the Financing Agreement.

The City shall have the right, in its own name or in the Board’s name, to contest the validity or amount of any tax, assessment or other governmental charge which the City is required to bear, pay and discharge pursuant to the terms of the Financing Agreement by appropriate legal proceedings instituted at least ten (10) days before the contested tax, assessment or other governmental charge becomes delinquent if and provided that the City (i) before instituting any such contest, gives the Board and the Trustee written notice of the City’s intention to do so, (ii) diligently prosecutes any such contest, (iii) at all times effectively stays or prevents any official or judicial sale

therefor, under execution or otherwise, (iv) promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested, and (v) thereafter promptly procures record release or satisfaction thereof. The Board agrees to cooperate with the City in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The City shall hold the Board whole and harmless from any costs and expenses the Board may incur in relation to any of the above.

Casualty Insurance

Subject to the Financing Agreement, the City shall at its sole cost and expense obtain and shall maintain throughout the Term of the Financing Agreement, a policy or policies of insurance to keep the Leased Property and its other property located at the Leased Property constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible clauses), but in no event less than the principal amount of the Bonds Outstanding. The Full Insurable Value of the Leased Property shall be determined from time to time at the request of the Board, the City or the Trustee (but not more frequently than once in every three years) by an architect, contractor, appraiser, appraisal company or one of the insurers, to be selected, subject to the approval of the Trustee, and paid by the City. The insurance required pursuant to this Section shall be maintained at the City's sole cost and expense, and shall be maintained with a generally recognized responsible insurance company or companies authorized to do business in the State or through the Missouri Public Entity Risk Management Fund ("MOPERM") created pursuant to Section 537.700 *et seq.*, RSMo, 2000, as amended, as may be selected by the City. Copies of the insurance policies required under this Section, or originals or certificates thereof, each bearing notations evidencing payment of the premiums or other evidence of such payment, shall be delivered by the City to the Trustee within 30 days of purchase or renewal. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the Board, the City and the Trustee as loss payees as their respective interests may appear, shall contain a provision that such insurance may not be cancelled by the issuer thereof without at least 30 days' advance written notice to the Board, the City and the Trustee, shall waive any co-insurance penalty, shall be payable up to the required policy dollar limit for damage to the Leased Property without any contingency on the degree or extent of damage sustained at other property of the City and shall be payable to the Trustee. In the event the City fails to obtain and maintain such insurance, the Board or the Trustee may obtain and maintain the same at the City's expense to be repaid as Additional Payments as provided in the Financing Agreement together with interest equal to the base lending rate of the Trustee. In accordance with the requirements of Section 427.120, Revised Statutes of Missouri, unless the City provides evidence of the insurance coverage required under the Financing Agreement, the Board or the Trustee may purchase insurance at the City's expense to protect the Board's and the Trustee's interests in the collateral. This insurance may, but need not, protect the City's interests. Any coverage so purchased may not pay any claim that the City makes or any claim that is made against the City in connection with the collateral. The City may later cancel any insurance purchased by the Board or the Trustee, but only after providing evidence that the City has obtained insurance as required under the Financing Agreement. If the Board or the Trustee purchases insurance for the collateral, the City will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges the Board or the Trustee may impose in connection with the purchase of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be more than the cost of insurance the City may be able to obtain on its own.

In the event of loss or damage to the Leased Property, the Net Proceeds of casualty insurance carried pursuant to this Section shall be paid to the Trustee and shall be applied as provided in the Financing Agreement.

Public Liability Insurance

Subject to the Financing Agreement, the City shall at its sole cost and expense maintain or cause to be maintained at all times during the Term of the Financing Agreement general accident and public liability insurance (including but not limited to coverage for all losses whatsoever arising from the ownership, maintenance, operation or use of any automobile, truck or other motor vehicle) related to the operation, management and maintenance of its property, under which the Board, the City and the Trustee shall be named as insureds, properly protecting and indemnifying the Board and the Trustee, in an amount not less than $1,000,000 for bodily injury (including death) and property damage combined single limit each occurrence with a commercially reasonable deductible determined by the City. Such insurance shall be maintained with (i) a generally recognized responsible insurance company or

companies authorized to do business in the State as may be selected by the City with a rating of A or better by Best or in the two highest rating categories by Moody's or Standard & Poor's, or (ii) MOPERM. The policies of said insurance shall contain a provision that such insurance may not be cancelled by the issuer thereof without at least 30 days' advance written notice to the Board, the City and the Trustee. Such policies or copies or certificates thereof shall be furnished to the Board and the Trustee.

(b) In the event of a public liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Workers' Compensation Insurance

The City agrees throughout the Term to maintain or cause to be maintained the Workers' Compensation coverage required by the laws of the State.

Blanket Insurance Policies; Self–Insurance

The City may satisfy any of the insurance requirements set forth in the Financing Agreement by using blanket policies of insurance or self–insurance, provided that the City complies with each and all of the requirements and specifications of this Article respecting insurance. Self-insurance or insurance reserves maintained by a joint exercise of powers authority for property and casualty and liability risks may be approved in writing by the Trustee on an exception basis provided that the following minimum conditions are met:

(a) The self-insurance program must be approved by an independent insurance consultant;

(b) The self-insurance program must be maintained on an actuarially sound basis and the Trustee will annually receive a certified actuarial statement attesting to the sufficiency of the program's assets;

(c) The self-insurance fund must be held in a separate trust fund by an independent trustee; and

(d) In the event the self-insurance program is discontinued, the actuarial soundness of the claim reserve fund must be maintained.

Hazardous Materials

The City shall not cause or permit the Leased Property or any other property of the City to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in compliance with all applicable federal, state and local laws or regulations, nor shall the City cause or permit, as a result of any intentional or unintentional act or omission of the City or any tenant or subtenant, a release of Hazardous Materials onto the Leased Property or any other property of the City. The City shall comply with and ensure compliance by all tenants and subtenants with all applicable federal, state and local laws, ordinances, rules and regulations, wherever and by whomever triggered, and shall obtain and comply with, and ensure that all tenants and subtenants obtain and comply with, any and all approvals, registrations or permits required thereunder. The City shall (i) conduct and complete all investigations, studies, sampling and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials, on, from, or affecting the Leased Property (A) in accordance with the all applicable federal, state and local laws, ordinances, rules, regulations, and policies, (B) to the satisfaction of the Trustee, and (C) in accordance with the orders and directives of all federal, state and local governmental authorities, and (ii) to the extent permitted by law, defend, indemnify, and hold harmless the Board and the Trustee and their respective officers, stockholders, employees, members or agents from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to, (A) the presence, disposal, release, or threatened release of any Hazardous Materials which are on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (B) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous

Materials, and/or (C) any violation of laws, orders, regulations, requirements or demands of government authorities, which are based upon or in any way related to any such Hazardous Materials including, without limitation, attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses. In the event that the Trustee, as assignee of the Board, elects to control, operate, sell or otherwise claim property rights in the Leased Property as a remedy under the Financing Agreement or in the event the Financing Agreement is terminated, the Board and the City shall deliver the Leased Property free of any and all Hazardous Materials so that the conditions of the Leased Property shall conform with all applicable federal, state and local laws, ordinances, rules or regulations affecting the Leased Property. Prior to any such delivery of the Leased Property, the City shall pay the Trustee, from its own funds, any amounts then required to be paid under (ii) above. Notwithstanding anything in the Financing Agreement to the contrary, the agreements in the preceding two sentences and in (ii) above shall survive termination of the Financing Agreement. For purposes of this paragraph, "Hazardous Materials" includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Materials Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C Sections 1801 et. seq.), and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local environmental law, ordinance, rule, or regulation.

The covenants, representations, warranties and indemnities in the Financing Agreement (i) shall survive any termination of the Financing Agreement due to an Event of Nonappropriation or other event prior to payment in full of the Bonds and (ii) shall be deemed continuing covenants, representations, warranties and indemnities running with the land for the benefit of the Trustee, and its successors and assigns including any purchaser at a foreclosure sale, any transferee of the title of the Trustee or any subsequent purchaser at a foreclosure sale, and any subsequent owner of the Leased Property claiming through or under the title of the Trustee.

Right of Access to the Leased Property

The City agrees that the Board and the Trustee and their duly authorized agents shall have the right at reasonable times (during business hours), subject to the City's usual safety and security requirements, to enter upon the Leased Property (i) to examine and inspect the Leased Property without interference or prejudice to the City's operations, (ii) to perform such work in and about the Leased Property made necessary by reason of the City's default under any of the provisions of the Financing Agreement, and (iii) to exhibit the Leased Property to prospective purchasers, lessees or trustees.

Granting of Easements

If no Event of Default under the Financing Agreement shall have happened and be continuing, the City may at any time or times during any term of the Financing Agreement (a) grant easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property included in the Leased Property, (b) release existing easements, licenses, rights-of-way and other rights or privileges, or (c) subordinate the lien of the Financing Agreement and the liens of the Indenture for any easements, licenses, rights-of-way, other rights or privileges in the nature of easements, agreements (including party wall agreements) or other arrangements with respect to any property included in the Leased Property, all with or without consideration and upon such terms and conditions as the City shall determine. The Board agrees that it will execute and deliver and will cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant, release or subordinate to any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the Board and the Trustee of (i) a copy of the instrument of grant, release or subordination or of the agreement or other arrangement, (ii) a written application signed by a City Representative requesting such instrument; and (iii) a certificate executed by a City Representative stating that such grant, release or subordination is not detrimental to the proper conduct of the business of City, will not impair the effective use or interfere with the efficient and economical operation of the Leased Property, will constitute a Permitted Encumbrance, and will not materially adversely affect the security intended to be given by or under the Base Lease, the Financing Agreement or the Indenture. If the instrument of grant or subordination shall so provide, any such easement or right and the rights of such other parties thereunder shall be superior to the rights of Board and the Trustee under the Financing Agreement or the Indenture and shall not be affected by any termination of the Financing Agreement or by default on the part of the City under the Financing Agreement. Any payments or other consideration received by the City for any such grant or with respect to or under any such agreement or other

arrangement shall be and remain part of the Trust Estate, as provided in the Indenture, and shall be paid into the Debt Service Fund.

Additional Bonds

The Board from time to time may, in its sole discretion, at the written request of the City, authorize issuance of Additional Bonds for the purposes and upon the terms and conditions provided in the Indenture; provided that (1) the terms of such Additional Bonds, the purchase price to be paid therefor and the manner in which the proceeds thereof are to be disbursed shall have been approved by resolutions adopted by the Board and the City; (2) prior to the issuance of such Additional Bonds, the Board and the City shall have entered into a Supplemental Financing Agreement to acknowledge that Lease Payments are revised to the extent necessary to provide for the payment of the principal of, redemption premium, if any, and interest on the Additional Bonds and to extend the term of the Financing Agreement if the maturity of any of the Additional Bonds would otherwise occur after the expiration of the term of the Financing Agreement; and (3) the Board and the City shall have otherwise complied with the provisions of the Financing Agreement and the Indenture with respect to the issuance of such Additional Bonds.

Events of Default Defined

The term "Event of Default" or "Default" shall mean any one or more of the following events:

(a) Failure by the City to timely pay any Lease Payment.

(b) Failure by the City to make any Additional Payment when due and, after notice of such failure, the City shall have failed to make such payment within 10 days following the due date.

(c) Failure by the City to observe and perform any covenant, condition or agreement on the part of the City under the Financing Agreement or the Indenture, other than as referred to in the preceding subparagraphs (a) and (b), for a period of 30 days after written notice of such default has been given to the City by the Trustee or the Board during which time such default is neither cured by the City nor waived in writing by the Trustee and the Board, provided that, if the failure stated in the notice cannot be corrected within said 30 day period, the Trustee and the Board may consent in writing to an extension of such time prior to its expiration and the Trustee and the Board will not unreasonably withhold their consent to such an extension if corrective action is instituted by the City within the 30 day period and diligently pursued to completion and if such consent, in their judgment, does not materially adversely affect the interests of the Bondowners.

(d) Any representation or warranty by the City in the Financing Agreement or in any certificate or other instrument delivered under or pursuant to the Financing Agreement or the Indenture or in connection with the financing of the Project shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made, unless waived in writing by the Board and the Trustee or cured by the City, if such representation or warranty can be cured to the satisfaction of the Board and the Trustee within 30 days after notice thereof has been given to the City.

Remedies on Default

Subject to the provisions of the Financing Agreement, whenever any Event of Default shall have occurred and be continuing, the Trustee, as the assignee of the Board, may take any one or more of the following remedial steps; provided that if the principal of all Bonds then Outstanding and the interest accrued thereon shall have been declared immediately due and payable pursuant to the provisions of the Indenture, all Lease Payments for the remainder of the most recent Fiscal Year for which the City has appropriated funds pursuant to the Financing Agreement shall become immediately due and payable without any further act or action on the part of the Board or the Trustee and the Trustee may immediately proceed (subject to the provisions of the Financing Agreement) to take any one or more of the remedial steps set forth in clause (b) below:

(a) By written notice to the City declare the outstanding principal of the Loan due in the most recent Fiscal Year for which the City has appropriated funds pursuant to the Financing Agreement to be immediately due and payable, together with interest on overdue payments of principal and redemption premium, if any, and, to the extent permitted by law, interest, at the rate or rates of interest specified in the respective Bonds or the Indenture, without presentment, demand or protest, all of which are expressly waived.

(b) Take whatever other action at law or in equity is necessary and appropriate to exercise or to cause the exercise of the rights and powers set forth in the Financing Agreement or in the Indenture, as may appear necessary or desirable to collect the amounts payable pursuant to the Financing Agreement then due and thereafter to become due or to enforce the performance and observance of any obligation, agreement or covenant of the City under the Financing Agreement or the Indenture.

In the enforcement of the remedies provided in the Financing Agreement, the Trustee may treat all fees, costs and expenses of enforcement, including reasonable legal, accounting and advertising fees and expenses, as Additional Payments then due and payable by the City.

Any amount collected pursuant to action taken under the Financing Agreement shall be paid to the Trustee and applied, first, to the payment of any costs, expenses and fees incurred by the Board or the Trustee as a result of taking such action and, next, any balance shall be used to satisfy any Lease Payments then due by payment into the Debt Service Fund and applied in accordance with the Indenture and, then, to satisfy any other Additional Payments then due or to cure any other Event of Default.

Notwithstanding the foregoing, the Trustee shall not be obligated to take any step that in its opinion will or might cause it to expend money or otherwise incur liability, unless and until indemnity satisfactory to it has been furnished to the Trustee at no cost or expense to the Trustee, as provided in the Indenture.

The provisions of the Financing Agreement are subject to the limitation that the annulment of a declaration that the Lease Payments for the remainder of the most recent Fiscal Year for which the City has appropriated funds pursuant to the Financing Agreement are immediately due and payable shall automatically constitute an annulment of any corresponding declaration made pursuant to the Financing Agreement and a waiver and rescission of the consequences of such declaration and of the Event of Default with respect to which such declaration has been made, provided that no such waiver or rescission shall extend to or affect any other or subsequent Default or impair any right consequent thereon. In the event any covenant, condition or agreement contained in the Financing Agreement shall be breached or any Event of Default shall have occurred and such breach or Event of Default shall thereafter be waived by the Trustee, such waiver shall be limited to such particular breach or Event of Default.

No Remedy Exclusive

No remedy conferred or reserved in the Financing Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Financing Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon a Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee to exercise any remedy reserved to it in the Financing Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in the Financing Agreement.

Remedial Rights Assigned to the Trustee

By executing and delivering the Indenture, the Board assigns to the Trustee all rights and remedies conferred upon or reserved to the Board by the Financing Agreement, reserving only the Unassigned Board's Rights. The Trustee shall have the exclusive right to exercise such rights and remedies conferred upon or reserved to the Board by the Financing Agreement in the same manner and to the same extent, but under the limitations and conditions imposed thereby and by the Financing Agreement. The Trustee and the Bondowners shall be deemed

third party beneficiaries of all representations, warranties, covenants and agreements contained in the Financing Agreement. The City consents to and acknowledges the assignment by the Board and to the Trustee under the Indenture and agrees to make all payments hereunder to the Trustee, as the assignee of the Board.

Supplemental Financing Agreements

Without Consent of Bondowners

Without the consent of the owners of any Bonds, the Board and the City may from time to time enter into one or more Supplemental Financing Agreements, for any of the following purposes:

(a) to subject additional property to the Financing Agreement or to more precisely identify any project financed or refinanced out of the proceeds of any series of Bonds, or to substitute or add additional property thereto; or

(b) to add to the conditions, limitations and restrictions on the authorized amount, terms or purposes of the Loan, as set forth in the Financing Agreement, additional conditions, limitations and restrictions thereafter to be observed; or

(c) in connection with the issuance of any Additional Bonds, to make such other provisions as provided in the Financing Agreement with respect to Additional Bonds; or

(d) to evidence the succession of another entity to the City and the assumption by any such successor of the covenants of the City contained in the Financing Agreement; or

(e) to add to the covenants of the City or to the rights, powers and remedies of the Trustee for the benefit of the owners of all or any series of Bonds or to surrender any right or power conferred upon the City in the Financing Agreement; or

(f) to cure any ambiguity, to correct or supplement any provision in the Financing Agreement which may be inconsistent with any other provision in the Financing Agreement or to make any other provisions, with respect to matters or questions arising under the Financing Agreement, which shall not be inconsistent with the provisions of the Financing Agreement, provided such action shall not adversely affect the interests of the owners of the Bonds.

With Consent of Bondowners

With the prior written consent of the owners of not less than a majority in principal amount of the Bonds then Outstanding affected by such Supplemental Financing Agreement, the Board and the City may enter into Supplemental Financing Agreements, in form satisfactory to the Trustee, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Financing Agreement or of modifying in any manner the rights of the Trustee and the owners of the Bonds under the Financing Agreement; provided, however, that no such Supplemental Financing Agreement shall, without the consent of the owner of each Outstanding Bond affected thereby:

(a) change the stated maturity of the principal of, or any installment of interest on, the Loan, or reduce the principal amount thereof or the interest thereon or any premium payable upon the redemption thereof, or change any place of payment where (except as may be required in connection with the appoint of a successor Trustee), or the coin or currency in which, the Loan, or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the stated maturity thereof (or, in the case of redemption, on or after the redemption date); or

(b) reduce the percentage in principal amount of the Outstanding Bonds, the consent of whose owners is required for any such Supplemental Financing Agreement, or the consent of whose owners is required for any waiver provided for in the Financing Agreement of compliance with certain

provisions of the Financing Agreement or certain defaults under the Financing Agreement and their consequences; or

(c) modify any of the provisions of Financing Agreement governing Supplemental Financing Agreements with the consent of the owners, except to increase any percentage provided thereby or to provide that certain other provisions of the Financing Agreement cannot be modified or waived without the consent of the owner of each Bond affected thereby.

The Trustee may in its discretion determine whether or not any Bonds would be affected by any Supplemental Financing Agreement and any such determination shall be conclusive upon the owners of all Bonds, whether theretofore or thereafter authenticated and delivered under the Indenture. The Trustee shall not be liable for any such determination made in good faith.

It shall not be necessary for the required percentage of owners of Bonds to approve the particular form of any proposed Supplemental Financing Agreement, but it shall be sufficient if such required percentage of owners of Bonds shall approve the substance thereof.

Execution of Supplemental Financing Agreements

In executing or consenting to any Supplemental Financing Agreement permitted by the Financing Agreement, the Board and the Trustee shall be entitled to receive, and, subject to the Indenture, shall be fully protected in relying upon, an Opinion of Counsel stating that the execution of such Supplemental Financing Agreement is authorized and permitted by and in compliance with the Financing Agreement. The Trustee may, but shall not be obligated to, consent to any such Supplemental Financing Agreement which affects the Trustee's own rights, duties or immunities under the Financing Agreement, the other Transaction Documents or otherwise.

Damage, Destruction and Condemnation

The City shall bear the risk of loss with respect to the Leased Property during the Term. If (a) any of the Leased Property or any portion thereof are destroyed, in whole or in part, or are damaged by fire or other casualty, to the extent that the claim for loss (including any deductible amount pertaining thereto) resulting from such damage or destruction is greater than $200,000, or (b) title to, or the temporary use of, any of the Leased Property or any part thereof shall be nonexistent or deficient or taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, the City and the Trustee will cause the Net Proceeds of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Leased Property, unless the City shall have exercised its option to purchase the Trustee's interest in the Leased Property by making payment of the Purchase Price as provided herein. Any balance of the Net Proceeds remaining after such work has been completed shall be deposited into the Debt Service Fund.

If the City determines that the repair, restoration, modification or improvement of the Leased Property is not economically feasible or in the best interest of the City, then, in lieu of making such repair, restoration, modification or improvement and if permitted by law, the City shall promptly purchase the Trustee's interest in the Leased Property pursuant to the Financing Agreement by paying the Purchase Price and such Net Proceeds shall be applied by the City to such payment to the extent required for such payment. Any balance of the Net Proceeds remaining after paying the Purchase Price shall belong to the City.

The City acknowledges the provisions pertaining to eminent domain in the Base Lease. The Board and City agree that the terms of the Base Lease are and shall be incorporated in and made a part of the Financing Agreement to the same extent as if set forth in full therein. This shall survive the termination of the Financing Agreement for any reason.

Insufficiency of Net Proceeds

If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in the Financing Agreement and the City has not elected to purchase the Trustee's interest in the Leased Property pursuant to the Financing Agreement, the City shall complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if the City shall make any payments pursuant to this Section, the City shall not be entitled to any reimbursement therefor from the Trustee nor shall the City be entitled to any diminution of Lease Payments.

Option to Demand Transfer of the Leased Property

The City shall have, and is granted in the Financing Agreement, the option to demand that the Board transfer to the City all right, interest or title of the Board to the entire Leased Property at the following times and on the following terms:

(a) On any date upon deposit of funds or Defeasance Obligations or both with the Trustee in accordance with the Indenture in the amount necessary to provide for the payment of the Purchase Price, calculated as described below; or

(b) In the event of substantial damage to or destruction or condemnation (other than condemnation by the City or any entity controlled by or otherwise affiliated with the City) of, or loss of title to, substantially all of any of the Leased Property, or as a result of changes in the constitution of Missouri or legislative or administrative action by the State or the United States, the Base Lease or the Financing Agreement becomes unenforceable, on the Payment Date the City specifies as the purchase date in the City's notice to the Trustee of its exercise of the purchase option, upon payment in full of the Purchase Price, calculated as described below.

To exercise such option the City shall give written notice to the Board and the Trustee, if any of the Bonds shall then be unpaid or provision for their payment shall not have been made in accordance with the provisions of the Indenture, and shall specify therein the date of closing such purchase, which date shall be not less than 45 nor more than 90 days from the date when such notice is mailed, and in case of a redemption of the Bonds in accordance with the provisions of the Indenture, the City shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption and the deposit of the required funds as provided in the Financing Agreement.

The Purchase Price payable by the City in the event of its exercise of the option granted in this Section shall be the sum of the following:

(a) the amount of money which, when added to the amount then on deposit in the Debt Service Fund and directed by the City to be used to pay the Bonds, will be sufficient to pay or to provide for the payment of the principal of and applicable redemption premium, if any, on all Bonds, plus interest to accrue thereon to the date of maturity or redemption thereof, whichever occurs first, in accordance with the Indenture; plus

(b) an amount of money equal to the Trustee's fees and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus

(c) an amount of money equal to the Additional Payments owing hereunder, including rebate amounts due under Section 148(f) of the Code, if any.

Transfer of the Leased Property to the City

At the closing of the purchase of the Board's interest in the Leased Property pursuant to the Financing Agreement, the Board will upon receipt of the Purchase Price deliver to the City the following items:

(a) If the Indenture has not at the time been satisfied in full, a release of the Leased Property from the Trustee.

(b) Documents transferring to the City all right, interest and title of the Board to the Leased Property, as they then exist, subject to the following: (i) those liens and encumbrances, if any, to which title to the Leased Property was subject when leased to the Board; (ii) those liens and encumbrances created by the City or to the creation or suffering of which the City consented; (iii) those liens and encumbrances resulting from the failure of the City to perform or observe any of the agreements on its part contained in the Financing Agreement; and (iv) if the Leased Property are being condemned, the rights and title of any condemning authority.

Relative Position of Option and Indenture

The option granted to the City in the Financing Agreement shall be and remain prior and superior to the Indenture and may be exercised whether or not the City is in default under the Financing Agreement, provided that such default will not result in nonfulfillment of any condition to the exercise of any such option and further provided that all options herein granted shall terminate upon the termination of the Financing Agreement.

Obligation of the City to Accept Transfer of the Leased Property

The City hereby agrees to accept transfer of, and the Board hereby agrees to transfer, all right, interest and title to the Leased Property in consideration of the Purchase Price as set forth in the Financing Agreement, at the expiration of the Term following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture and full payment of all Additional Payments.

SUMMARY OF THE CONTINUING DISCLOSURE AGREEMENT

The following summarizes certain provisions of the Continuing Disclosure Agreement. This summary does not purport to be complete, and reference is made to the Continuing Disclosure Agreement for the complete provisions thereof.

In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in the Continuing Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" means any Annual Report provided by the City pursuant to, and as described in, the Continuing Disclosure Agreement.

"Beneficial Owner" means any registered owner of any Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Dissemination Agent" means Commerce Bank, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the City.

"EMMA" means the Electronic Municipal Market Access system for municipal securities disclosures operated by the MSRB, which can be accessed at www.emma.msrb.org.

"Material Events" means any of the events listed in the Continuing Disclosure Agreement.

"**MSRB"** means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

"Participating Underwriter" means any of the original underwriter(s) of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

The City and Commerce Bank (the "Dissemination Agent") are entering into a Continuing Disclosure Agreement for the benefit of the holders and Beneficial Owners of the Bonds in order to assist the Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission (the "Rule").

Pursuant to the Continuing Disclosure Agreement, the City will, or will cause the Dissemination Agent to, not later than 180 days after the end of the City's fiscal year, commencing with the year ending December 31, 2011, provide to the MSRB, via EMMA, the audited financial statements of the City for the prior fiscal year, prepared in accordance with generally accepted accounting principles. If audited financial statements are not available by the time the Annual Report is required to be filed pursuant to this Section, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Bonds, and the audited financial statements shall be provided in the same manner as the Annual Report promptly after they become available.

If the Dissemination Agent has not received either an Annual Report with filing instructions or a written notice from the City that it has provided an Annual Report to the MSRB by the date required in the Continuing Disclosure Agreement, the Dissemination Agent shall send a notice to the MSRB in substantially the form attached to the Continuing Disclosure Agreement.

Also, pursuant to the Continuing Disclosure Agreement, the City shall give, or cause to be given to the MSRB, via EMMA, notice of the occurrence of any of the following events with respect to the Bonds ("Material Events"):

(1) principal and interest payment delinquencies;
(2) non-payment related defaults, if material;
(3) unscheduled draws on debt service reserves reflecting financial difficulties;
(4) unscheduled draws on credit enhancements reflecting financial difficulties;
(5) substitution of credit or liquidity providers, or their failure to perform;
(6) adverse tax opinions; the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bond, or other material events affecting the tax status of the Bonds;
(7) modifications to rights of bondholders, if material;
(8) bond calls, if material, and tender offers;
(9) defeasances;
(10) release, substitution or sale of property securing repayment of the Bonds, if material;
(11) rating changes;
(12) bankruptcy, insolvency, receivership or similar event of the County;
(13) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
(14) appointment of a successor or additional trustee or the change of name of the trustee, if material.

Notwithstanding any other provision of the Continuing Disclosure Agreement, the City and the Dissemination Agent may amend the Continuing Disclosure Agreement and any provision of the Continuing Disclosure Agreement may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the City and the Dissemination Agent with its written opinion that the undertaking of

the City contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to the Continuing Disclosure Agreement.

In the event of any amendment or waiver of a provision of the Continuing Disclosure Agreement, the City shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (1) notice of such change shall be given in the same manner as for a Material Event, and (2) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

APPENDIX D

FORM OF OPINION OF BOND COUNSEL

Missouri Development Finance Board
Jefferson City, Missouri

Piper Jaffray & Co.
Leawood, Kansas

City of Branson, Missouri
Branson, Missouri

Commerce Bank, as Trustee
Kansas City, Missouri

Re: $_____ Missouri Development Finance Board Infrastructure Facilities Bonds (City of Branson, Missouri) Series 2011A; $_____ Missouri Development Finance Board Taxable Infrastructure Facilities Bonds (City of Branson, Missouri) Series 2011B

We have acted as Bond Counsel in connection with the issuance by the Missouri Development Finance Board (the "Board"), of its $_____ Infrastructure Facilities Bonds (City of Branson, Missouri) Series 2011A (the "Series 2011A Bonds"), and its $_____ Taxable Infrastructure Facilities Bonds (City of Branson, Missouri) Series 2011B (the "Series 2011B Bonds," together with the Series 2011A Bonds, the "Bonds"). The Bonds have been authorized and issued under and pursuant to the Missouri Development Finance Board Act, Sections 100.250 to 100.297 of the Revised Statutes of Missouri, as amended (the "Act"), and the Bond Trust Indenture dated as of November 15, 2011 (the "Indenture") between the Board and Commerce Bank, as trustee (the "Trustee"). All capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.

The proceeds of the Bonds will be used by the Board to make a loan to the City of Branson, Missouri, a fourth class city and political subdivision of the State of Missouri (the "City") pursuant to a Financing Agreement dated as of November 15, 2011 (the "Financing Agreement") between the Board and the City.

Reference is made to an opinion of November 15, 2011, of William Duston, City Attorney, with respect to, among other matters, the due authorization, execution and delivery of the Base Lease, the Financing Agreement and the Tax Compliance Agreement by the City and the binding effect and enforceability thereof against the City.

In our capacity as Bond Counsel, we have examined a certified transcript of proceedings relating to the authorization and issuance of the Bonds, which transcript includes, among other documents and proceedings, the following:

(i) the Indenture;

(ii) the Base Lease;

(iii) the Financing Agreement; and

(iv) the Tax Compliance Agreement.

We have also examined the Constitution and statutes of the State of Missouri, insofar as the same relate to the authorization and issuance of the Bonds and the authorization, execution and delivery of the Indenture and the Financing Agreement.

Based upon such examination, we are of the opinion, as of the date hereof, as follows:

1. The Board is a body corporate and politic duly and legally organized and validly existing under the Act and has lawful power and authority to issue the Bonds and to enter into the Indenture, the Base Lease and the Financing Agreement and to perform its obligations thereunder.

2. The Bonds are in proper form and have been duly authorized and issued in accordance with the Constitution and statutes of the State of Missouri, including the Act.

3. The Bonds are valid and legally binding limited obligations of the Board, payable as to principal, and interest solely from, and secured by a valid and enforceable pledge and assignment of the Trust Estate, all in the manner provided in the Indenture. The Bonds do not constitute a debt of the State of Missouri or of any other political subdivision thereof and do not constitute an indebtedness within the meaning of any constitutional, statutory or charter debt limitation or restriction and are not payable in any manner by taxation. The Board has no taxing power.

4. The Indenture, the Base Lease and the Financing Agreement have been duly authorized, executed and delivered by the Board and constitute valid and legally binding agreements of the Board enforceable against the Board in accordance with the respective provisions thereof.

5. The Base Lease and the Financing Agreement have been duly authorized, executed and delivered by the City and constitute valid and legally binding agreements of the City enforceable against the City in accordance with the respective provisions thereof. The obligations of the City under the Financing Agreement are subject to annual appropriations of funds by the City and do not constitute general obligations of the City, nor do they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction. The taxing power of the City is not pledged to the payment of obligations under the Financing Agreement.

6. The interest on the Series 2011A Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. The opinions set forth in this paragraph are subject to the condition that the Board, the City and the Trustee comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") that must be satisfied subsequent to the issuance of the Series 2011A Bonds in order that interest on the Series 2011A Bonds be, or continue to be, excludable from gross income for federal income tax purposes. The Board, the City and the Trustee have covenanted to comply with each of these requirements. Failure to comply with certain of these requirements may cause the inclusion of interest on the Series 2011A Bonds in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2011A Bonds. The Series 2011A Bonds have not been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b) of the Code. We express no opinion regarding other federal tax consequences arising with respect to either the Series 2011A Bonds or the Series 2011B Bonds.

7. The interest on the Series 2011A Bonds and the Series 2011B Bonds is exempt from income taxation by the State of Missouri.

The rights of the owners of the Bonds and the enforceability of the Bonds, the Indenture, the Base Lease, the Financing Agreement and the Tax Compliance Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and their enforcement may be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

APPENDIX E

ACTUARIAL REPORT OF MILLMAN, INC.;
ACTUARIAL REPORT OF GABRIEL ROEDER SMITH & COMPANY
DATED FEBRUARY 28, 2011

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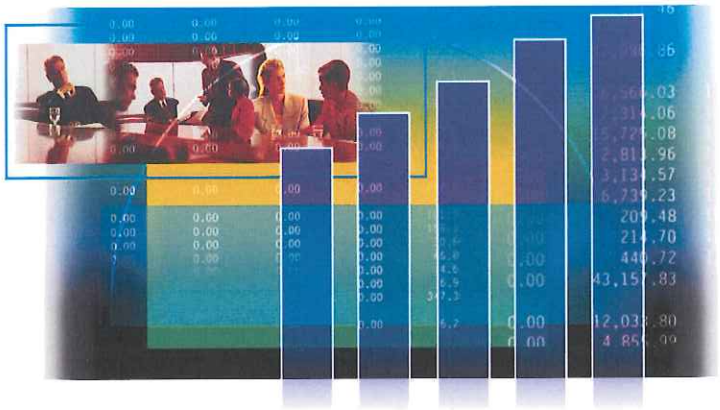
City Of Branson
Other Post-Employment Benefits Program



September 30, 2009 Valuation
For Fiscal Year End September 30, 2009

Submitted by:

St. Louis Office of Milliman, Inc.
501 North Broadway, Suite 550
St. Louis, MO 63102

Phone: 314-231-3031

December 15, 2009

Milliman

CITY OF BRANSON
OTHER POST-EMPLOYMENT BENEFITS PROGRAM

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CITY OF BRANSON
OTHER POST-EMPLOYMENT BENEFITS PROGRAM

CERTIFICATION

We have performed an Actuarial Valuation of the OPEB program as of September 30, 2009. The major findings of the valuation are contained in this report. This report reflects the benefit provision in effect as of September 30, 2009.

In preparing this report, we relied, without audit, on information (some oral and some in writing) supplied by the City's staff. This information includes, but is not limited to, statutory provisions, employee data, claims data and financial information. In our examination of these data, we have found them to be reasonably consistent and comparable with data used for other purposes. Since the valuation results are dependent on the integrity of the data supplied, the results can be expected to differ if the underlying data is incomplete or missing. It should be noted that if any data or other information is inaccurate or incomplete, our calculations may need to be revised.

On the basis of the foregoing, we hereby certify that, to the best of our knowledge and belief, this report is complete and accurate and has been prepared in accordance with generally recognized and accepted actuarial principles and practices which are consistent with the Actuarial Standards of Practice promulgated by the Actuarial Standards Board and the applicable Guides to Professional Conduct, amplifying Opinions, and supporting Recommendations of the American Academy of Actuaries.

We further certify that all costs, liabilities, rates of interest, and other factors for the plan have been determined on the basis of actuarial assumptions and methods which are individually reasonable (taking into account the experience of the Plan and reasonable expectations); and which, in combination, offer our best estimate of anticipated experience affecting the Plan. We further certify that, in our opinion, the actuarial assumptions in the aggregate are reasonable and are related to the experience of the Plan and to reasonable expectations and represent our best estimate of anticipated experience under the program.

Nevertheless, the emerging costs will vary from those presented in this report to the extent actual experience differs from that projected by the actuarial assumptions. The City has the final decision regarding the appropriateness of the assumptions.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for

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these measurements (such as the end of an amortization period); and changes in plan provisions or applicable law.

Actuarial computations presented in this report under GASB Statements No. 43 and 45 are for purposes of fulfilling financial accounting requirements. The calculations in the enclosed report have been made on a basis consistent with our understanding of the City's funding requirements and goals. The calculations in this report have been made on a basis consistent with our understanding of the OPEB plan provisions described in this report, and of GASB Statements No. 43 and 45. Determinations for purposes other than meeting these requirements may be significantly different from the results contained in this report. Accordingly, additional determinations may be needed for other purposes.

Milliman's work product was prepared exclusively for the City of Branson for a specific and limited purpose. It is a complex, technical analysis that assumes a high level of knowledge concerning the City's operations, and uses the City's data, which Milliman has not audited. It is not for the use or benefit of any third party for any purpose. Any third party recipient of Milliman's work product who desires professional guidance should not rely upon Milliman's work product, but should engage qualified professionals for advice appropriate to its own specific needs.

We respectfully submit the following report, and we look forward to discussing it with you.

I, Michael Zwiener, am a consulting actuary for Milliman, Inc. I am a member of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

I, William Winningham, am a consulting actuary for Milliman, Inc. I am a member of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

Milliman, Inc.

December 15, 2009

Michael J. Zwiener, FSA
Consulting Actuary

William D. Winningham, EA
Actuary

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CITY OF BRANSON
OTHER POST-EMPLOYMENT BENEFITS PROGRAM

OVERVIEW OF GASB 43 AND GASB 45

GASB 43 requires retiree medical plans to disclose information about asset and liability levels and show historical contribution information. GASB 43 only applies in situations where a separate trust is established to prefund these benefits. GASB 45 requires employers to perform periodic actuarial valuations to determine annual accounting costs, and to keep a running tally of the extent to which these amounts are over or under funded. GASB 43 is effective starting in FY 2006-07 for a Phase I government, FY 2007-08 for a Phase II government, and FY 2008-09 for a Phase III government. GASB 45 is effective for the fiscal year following implementation of GASB 43.

GASB 43 and 45 apply to just about any benefit that is provided after retirement except for pension benefits: medical insurance, dental, vision, and hearing benefits plus life insurance and long term care insurance. The benefits provided by the City to retirees include medical and dental insurance. The philosophy driving the accounting standard is that these post-employment benefits are part of the compensation that is paid to employees in return for their services, and the cost of these benefits should be recognized while the employees are providing those services, rather than after they have retired. This philosophy has already been applied for years to defined benefit pensions; GASB 43 and 45 extend the same thinking to all other post-employment benefits.

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THE VALUATION PROCESS

The process of determining the liability for retiree medical benefits is based on many assumptions about future events. The key actuarial assumptions are:

Turnover and retirement rates: How likely is it that an employee will qualify for post-employment benefits and when will they start?

Medical inflation and claims costs assumptions: When an employee starts receiving post-employment benefits many years from now, how much will be paid each year for the benefits and how rapidly will the costs grow?

Mortality assumption: How long is a retiree likely to receive the benefits?

Discount rate assumption: What is the present value of those future benefit payments in terms of today's dollars?

Since the liability is being recognized over the employee's whole career with the City, the present value is divided into three pieces: the part that is attributed to past years (the "Actuarial Accrued Liability" or "Past Service Liability"), the part that is being earned this year (the "Normal Cost"), and the part that will be earned in future years (the "Future Service Liability").

Once the Actuarial Accrued Liability (AAL) and the Normal Cost have been calculated, the next step is to determine an Annual Required Contribution (ARC). This consists of two pieces:

- Normal Cost – because the benefits earned each year should be paid for each year
- Amortization of Unfunded AAL – an amount to amortize the Unfunded Actuarial Accrued Liability (UAAL) over a period not to exceed 30 years

The final step is to keep track going forward of how much of the ARC is actually funded each year. There is no requirement to actually fund these benefits, but the cumulative difference between the ARC and the amount actually funded (including benefit payments made directly by the District) must be reported as a Net OPEB Obligation on the City's financial statements. The funded status (Assets vs. Actuarial Accrued Liability) must also be disclosed as a footnote to the financial statements. In addition, the Discount Rate used to calculate the liabilities must reflect the expected investment income of whatever funds are set aside to prefund the benefits; if there is no prefunding then the Discount Rate will be much lower and the liabilities significantly higher than if the benefits are prefunded to the extent that assets prefunded are expected to earn higher returns than the City's operating funds.

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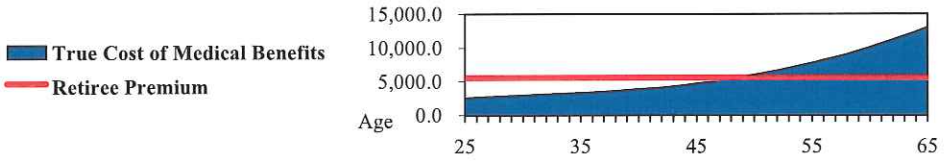
CITY OF BRANSON
OTHER POST-EMPLOYMENT BENEFITS PROGRAM

IMPLICIT RATE SUBSIDIES

As part of the Other Post-Employment Benefits Program, there are situations where the cost is borne partly or entirely by retirees. For instance, Employees may opt to continue to be covered beyond retirement but must pay all or part of the active premium for medical coverage. In most cases, the premium that is used is lower than the true cost of providing the medical benefits, for two reasons:

- The cost sharing premium is usually a fixed amount such as a COBRA premium that does not take into account the age of the retiree and his/her dependents. Since medical costs generally increase with age, the cost sharing premium is often lower than the true cost of the medical benefits:



- The cost sharing premium is usually a blended rate that takes into account the cost of medical benefits for active employees as well as retirees. Medical costs are generally higher for retirees than for active employees of the same age. This means that, again, the cost sharing premium is often lower than the true cost of the medical benefits.

Because of these two factors, a retiree who is paying 100% of the cost sharing premium is most likely not paying 100% of the true cost of the medical benefits. This situation is known as an "implicit rate subsidy". GASB 43 and 45 require the plan sponsor to measure the liability for this subsidy; that is, the difference between the true cost of the medical benefits and the premiums paid by the retiree. To do this, our valuation consists of several steps:

First, we calculate the liability for the true cost of medical benefits expected to be received by retirees and their dependents. This liability is based on factors developed by Milliman's health actuaries that reflect how the cost of medical benefits varies by age and gender, as well as the other assumptions discussed on the prior page. We term this amount the "gross liability".

Next, we calculate the liability for the future premiums expected to be paid by the retiree for their own and their dependents' coverage. This liability is based on the current premium rates without adjustment for age or gender. It also is based on the terms of the retiree medical program – different retirees pay different amounts based on their age and service at retirement, and option and tier election. We term this amount the "offset liability".

Finally, the net liability for the City is calculated as the difference between the gross liability and the offset liability.

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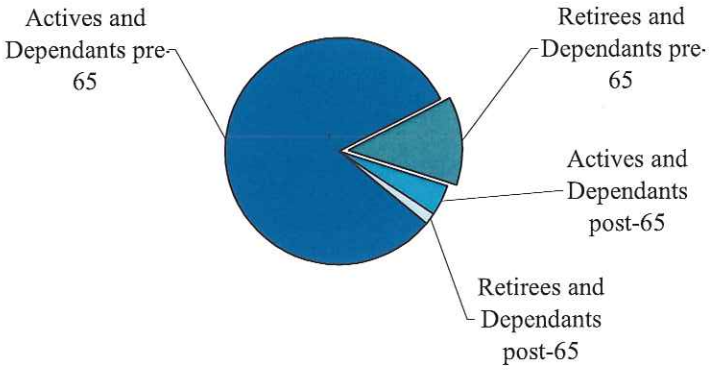
CITY OF BRANSON
OTHER POST-EMPLOYMENT BENEFITS PROGRAM

SUMMARY OF LIABILITIES AS OF SEPTEMBER 30, 2009

We have broken the Actuarial Accrued Liability into several pieces: benefits that are expected to be paid prior to age 65 (i.e. prior to Medicare) and after age 65 (i.e. after Medicare) to current active members and their covered dependents after retirement, and the same figures for members who have already retired and are currently receiving benefits. In all cases, the Actuarial Accrued Liability only reflects benefits that are paid for by the City, taking into account any implicit rate subsidies.

	Total
Current active members	
Employees under age 65	$606,400
Employees over age 65	31,300
Dependents under age 65	273,800
Dependents over age 65	17,000
Total	928,500
Current retired members	
Retirees under age 65	$133,500
Retirees over age 65	13,700
Retiree dependents under age 65	1,000
Retiree dependents over age 65	5,400
Total	153,600
Total Actuarial Accrued Liability	1,082,100



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CITY OF BRANSON
OTHER POST-EMPLOYMENT BENEFITS PROGRAM

SENSITIVITY ANALYSIS

Our results are highly dependent on two key assumptions: the rate at which we assume medical costs will increase over time, and the discount rate we use to translate future payments into current dollars. The results shown on the prior page are based on our baseline assumptions; the figures below show how the accrued liability would change if we varied these assumptions.

Medical inflation rate baseline	**Medical**	**Dental**
Initial inflation rate	7.90%	5.00%
Ultimate inflation rate	4.40%	4.40%
Years until ultimate inflation rate	51	2

This set of medical inflation rates was developed by Milliman's health actuaries. To show the sensitivity of our results to this assumption, we have looked at the impact of an increase or decrease of 1.00% on these rates.

Discount rate baseline 4.00%

The 4.00% baseline discount rate assumes that benefits are not pre-funded. The discount rate is based on the expected earnings of the City's general fund. For illustrative purposes, we calculated liabilities under a 7.00% alternative discount rate, which assumes a trust is established and invested in 60% stocks / 40% bonds, similar to a pension trust. We also looked at a 6.00% discount rate representing either a more conservative portfolio or a partially pre-funded plan.

Sensitivity to changes in assumptions

		Medical inflation rate		
	Discount rate	**less 1.00%**	**Baseline**	**plus 1.00%**
Accrued Liability	**4.00%**	947,400	**1,082,100**	1,243,900
	6.00%	735,300	828,000	937,700
	7.00%	655,500	733,300	824,800
Percent change	**4.00%**	-12.4%		15.0%
from baseline	**6.00%**	-32.0%	-23.5%	-13.3%
	7.00%	-39.4%	-32.2%	-23.8%

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CITY OF BRANSON
OTHER POST-EMPLOYMENT BENEFITS PROGRAM

FUNDING ALTERNATIVES

The Annual Required Contribution (ARC) for the retiree medical and life insurance program consists of two pieces: a **Normal Cost** (the cost of benefits earned each year should be accrued in that year) plus an **Amortization of Unfunded AAL** (a catch-up accrual to amortize the Unfunded Actuarial Accrued Liability). The amortization period should be reasonably related to the period of service over which retiree medical benefits are earned. For the Baseline results we have shown a 30 year amortization period, which is the longest period permitted by GASB 45. Ultimately it is the plan sponsor's responsibility to select the amortization period.

A common amortization technique produces annual payments that are designed to increase over time as payroll grows. On this basis, the ARC is determined as follows:

Actuarial Accrued Liability	$1,082,100
Assets	0
Unfunded Actuarial Accrued Liability	1,082,100
Amortization Period	30
Past Service Cost	$36,100
Normal Cost	108,000
Interest	0
ARC for FY 2009	**144,100**

An alternative amortization technique is to calculate a level annual payment, much like a mortgage, which produces a higher amount in the short term but one that will not go up over time (unless the plan has adverse experience). On this basis, the ARC as of September 30, 2009 is:

Past Service Cost	$60,200
Normal Cost	108,000
Interest	0
ARC for FY 2009	**168,200**

As with the Actuarial Accrued Liability, the ARC is highly dependent on the medical inflation rate and discount rate assumptions:

	Discount rate	Trend plus 1.00%	Trend	Trend minus 1.00%
ARC for FY 2009	**4.00%**	$170,300	**$144,100**	$122,800
using Level Percent	**6.00%**	131,000	112,900	98,000
Amortization	**7.00%**	117,200	101,800	89,100

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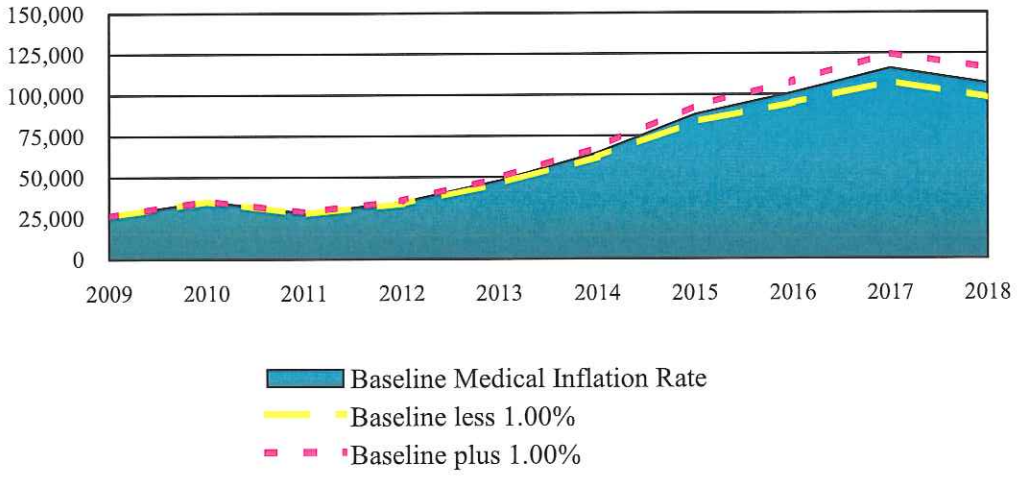
CITY OF BRANSON
OTHER POST-EMPLOYMENT BENEFITS PROGRAM

PROJECTED PAYOUTS

The annual City payments for retiree medical benefits are expected to rise in coming years, both because medical costs are expected to rise over time and because more employees will retire and start to receive City-paid medical benefits. The table and graph below show the expected annual payments for retiree medical and dental insurance benefits for the next 10 years under the different medical inflation rates described on the preceding page. Note this is a closed group projection (that is, no new hires after the valuation date are assumed in this projection.)

Fiscal Year	Baseline less 1.00%	Baseline Medical Inflation Rate	Baseline plus 1.00%
2009	$26,100	$26,100	$26,100
2010	$35,000	$35,300	$35,600
2011	$27,600	$28,100	$28,600
2012	$33,600	$34,500	$35,500
2013	$45,900	$47,700	$49,500
2014	$61,800	$64,700	$67,800
2015	$83,100	$87,900	$93,000
2016	$94,500	$101,000	$107,900
2017	$107,400	$115,800	$124,900
2018	$97,800	$106,500	$115,900



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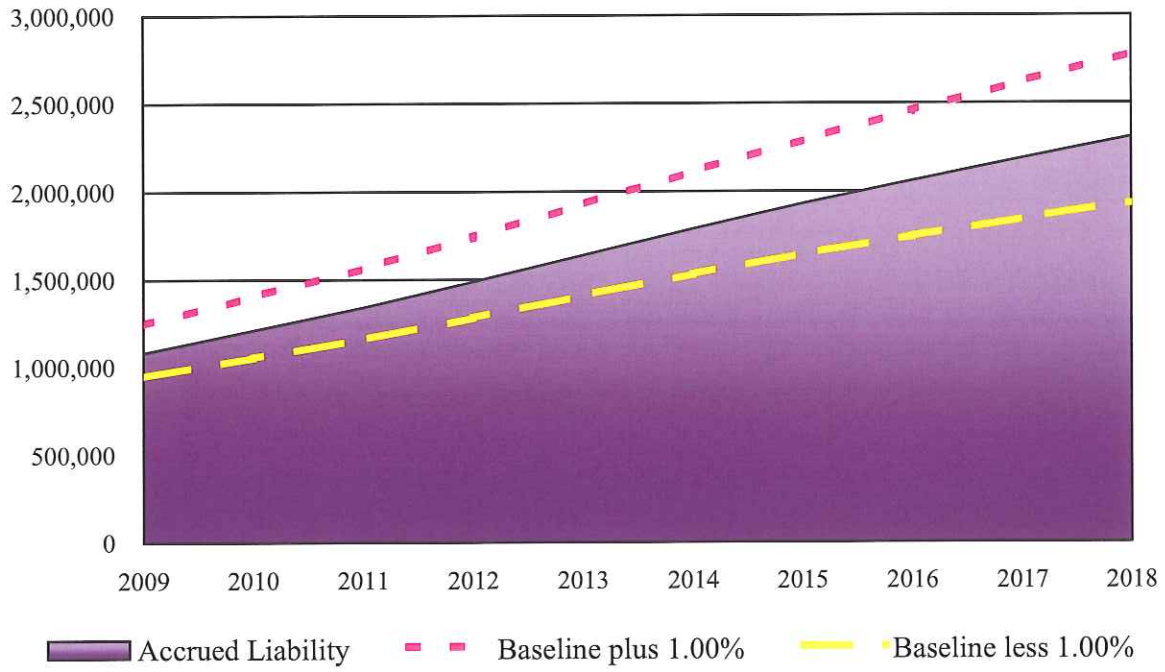
CITY OF BRANSON
OTHER POST-EMPLOYMENT BENEFITS PROGRAM

PROJECTED LIABILITIES

The graph below shows how the City's actuarial accrued liability for retiree medical and dental insurance benefits is expected to grow over the next 10 years under the different medical inflation rates described on the preceding page.



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CITY OF BRANSON
OTHER POST-EMPLOYMENT BENEFITS PROGRAM

GASB 45 SCHEDULE OF FUNDING PROGRESS

The following information is required to be disclosed in the City's financial statement once the City has implemented GASB 45.

($ 000s)

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (b)	Unfunded Actuarial Accrued Liability (UAAL) (b - a)	Funded Ratio (a / b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ((b - a) / c)
9/30/2009	$0	$1,082	$1,082	0%	$9,679	11%

The results shown above are based on the baseline assumptions with respect to the medical inflation rate and the discount rate, as discussed in the Sensitivity Analysis section of this report. Please note that the 4.00% baseline discount rate assumes that the City will not prefund its retiree medical program. The discount rate is based on the expected earnings of the City's general fund.

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CITY OF BRANSON
OTHER POST-EMPLOYMENT BENEFITS PROGRAM

GASB 45 SCHEDULE OF EMPLOYER CONTRIBUTIONS

The following information is required to be disclosed in the City's financial statement once the City has implemented GASB 45.

($ 000s)

Year Ended September 30	Annual Required OPEB Cost	Actual Contribution Made	Percentage Contributed
2009	$144	To Be Determined*	To Be Determined*

* GASB 45 defines actual contributions made to be amounts contributed to a separate, qualified trust, if any, plus any retiree benefit payments (including the value of any implicit rate subsidy) made directly from the City in excess of retiree paid contributions. This amount will not be known until the end of the fiscal year (September 30, 2009).

The results shown above are based on the baseline assumptions with respect to the medical inflation rate and the discount rate, as discussed in the Sensitivity Analysis section of this report, and on the level percent amortization method as discussed in the Funding Alternatives section of this report. Please note that the 4.00% baseline discount rate assumes that the City will not prefund its retiree medical program. The discount rate is based on the expected earnings of the City's general fund.

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CITY OF BRANSON
OTHER POST-EMPLOYMENT BENEFITS PROGRAM

SUMMARY OF CENSUS DATA

The following were included in our analysis as of September 30, 2009 based on information provided by the City.

	Total
Number of members	
Active	**224**
Retired *	**7**
Spouses of retirees **	**3**
Total	**234**
Average age	
Active	**42.6**
Retired (with medical)	**62.0**

*** 4 retirees with medical coverage and 7 with dental coverage**
**** 3 spouses with dental coverage**

Active Employee- Age/Service Summary

	Years of Service										
Age	<1	1-4	5-9	10-14	15-19	20-24	25-29	30-34	35-39	40&Up	Total
0-24	9	5	-	-	-	-	-	-	-	-	14
25-29	7	14	2	-	-	-	-	-	-	-	23
30-34	7	12	7	4	-	-	-	-	-	-	30
35-39	10	8	7	10	4	-	-	-	-	-	39
40-44	4	10	9	6	3	-	-	-	-	-	32
45-49	5	11	4	3	3	5	1	-	-	-	32
50-54	4	7	5	4	3	5	-	1	-	-	29
55-59	4	4	3	3	1	-	-	-	-	-	15
60-64	1	2	1	6	-	-	-	-	-	-	10
65-69	-	1	-	-	-	-	-	-	-	-	1
70&Up	-	-	-	-	-	-	-	-	-	-	-
Total	51	74	38	36	14	10	1	1	-	-	225

Where complete census data was not available, we have made assumptions which we believe to be reasonable.

Note, that the age/service table includes 1 alderman, who is not eligble for retirement benefits

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CITY OF BRANSON
OTHER POST-EMPLOYMENT BENEFITS PROGRAM

CLAIMS COST

Milliman's Health Cost Guidelines were used to develop the expected relationship of the true cost of medical and dental insurance benefits across age and gender. Representative factors are shown below.

MEDICAL (Monthly Composite)

	Retiree		Spouse	
Age	Male	Female	Male	Female
55	$706.81	$744.25	$632.37	$656.79
56	$734.48	$761.98	$670.05	$680.56
57	$763.23	$780.14	$709.98	$705.19
58	$807.10	$812.26	$752.20	$734.77
59	$853.50	$845.70	$796.92	$765.60
60	$902.56	$880.52	$844.31	$797.72
61	$954.44	$916.77	$894.51	$831.19
62	$1,009.30	$954.52	$947.70	$866.06
63	$1,060.83	$1,001.67	$996.08	$908.78
64	$1,114.98	$1,051.16	$1,046.93	$953.60

Dental

Age	Male	Female
55	$38.29	$40.68
60	$40.34	$42.35
62	$41.11	$43.17
65	$41.47	$42.46
70	$41.95	$41.54

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ACTUARIAL METHOD

The actuarial cost method used is the **Projected Unit Credit Cost Method**. The Annual Required Contribution (ARC) consists of two pieces: Normal Cost plus a payment towards the Unfunded Actuarial Accrued Liability.

The **Actuarial Accrued Liability (AAL)** is determined directly as the present value of benefits accrued to date, where the accrued benefit for each Member is the pro-rata portion (based on service to date) of the **projected** benefit payable at death, disability, retirement or termination.

The **Normal Cost** is similarly determined as the present value of the portion of the **projected** benefit attributable to the current year.

The **Unfunded Actuarial Accrued Liability** is the AAL less the value of any plan assets.

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CITY OF BRANSON
OTHER POST-EMPLOYMENT BENEFITS PROGRAM

ACTUARIAL ASSUMPTIONS

Discount Rate

The interest rate for discounting liabilities is 4.0% per annum. Additional interest rates shown for illustrative purposes are indicated on certain exhibits.

Medical/Retiree Premium Inflation Rate

Year	Medical	Year	Medical
2009	7.90%	2035	4.90%
2010	7.10%	2040	4.80%
2011	5.90%	2045	4.60%
2012	5.60%	2050	4.60%
2013	5.60%	2055	4.50%
2014	5.50%	2060	4.40%
2015	5.50%	2065	4.40%
2016	5.50%	2070	4.40%
2020	5.40%	2075	4.40%
2025	5.30%	2080+	4.40%
2030	5.20%		

The healthcare trends used in this valuation are based on long term healthcare trends generated by the Getzen Model. The Getzen Model is the result of research sponsored by the Society of Actuaries and completed by a committee of economists and actuaries. This model is the current industry standard for projecting long term medical trends. Inputs to the model are consistent with the assumptions used in deriving the discount rate used in the valuation.

Dental Premium Inflation Rate

Year	Dental
2009	5.00%
2010	4.70%
2011+	4.40%

Payroll Inflation

Payroll is assumed increase at a rate of 4.0% per annum.

Healthy Mortality

RP 2000 Mortality Table (employee and healthy annuitant tables)

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CITY OF BRANSON
OTHER POST-EMPLOYMENT BENEFITS PROGRAM

ACTUARIAL ASSUMPTIONS

Terminations of Employment: Select Rates based on service, ultimate rates based on attained age, separate rates apply for General, Fire and Police employees:

Male Employees (General)

Select rates (0 to 4 years of service)		Ultimate Rates (after 4 years of service)	
Years of service	Rate	Attained Age	Rate
0	19.0%	25	7.7%
1	16.0%	30	6.8%
2	12.0%	35	5.4%
3	10.0%	40	4.2%
4	8.0%	45	3.5%
		50	3.0%
		55	2.3%
		60	1.2%
		65	0.0%

Female Employees (General)

Select rates (0 to 4 years of service)		Ultimate Rates (after 4 years of service)	
Years of service	Rate	Attained Age	Rate
0	21.0%	25	11.0%
1	19.0%	30	9.6%
2	15.0%	35	7.9%
3	12.0%	40	6.6%
4	11.0%	45	5.0%
		50	4.3%
		55	3.0%
		60	1.4%
		65	0.0%

Fire Employees (Male and Female)

Select rates (0 to 4 years of service)		Ultimate Rates (after 4 years of service)	
Years of service	Rate	Attained Age	Rate
0	8.0%	25	4.4%
1	7.0%	30	3.8%
2	6.0%	35	3.1%
3	6.0%	40	2.5%
4	5.0%	45	1.8%
		50	1.0%
		55	0.5%
		60	0.0%

Police Employees (Male and Female)

Select rates (0 to 4 years of service)		Ultimate Rates (after 4 years of service)	
Years of service	Rate	Attained Age	Rate
0	18.5%	25	10.7%
1	16.5%	30	9.0%
2	14.5%	35	6.9%
3	12.5%	40	5.5%
4	11.0%	45	4.4%
		50	3.5%
		55	1.0%
		60	0.0%

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CITY OF BRANSON
OTHER POST-EMPLOYMENT BENEFITS PROGRAM

ACTUARIAL ASSUMPTIONS

Retirement – Rates based on age, separate rates for general, police and fire employees

Employees not Eligible for Rule of 80

Age	General		Police	Fire
	Men	Women	All	All
50-54	N/A	N/A	3%	3%
55	2%	3%	10%	20%
56	2%	3%	10%	20%
57	2%	3%	10%	10%
58	2%	3%	10%	10%
59	2%	3%	10%	15%
60	10%	10%	10%	20%
61	10%	10%	10%	15%
62	25%	20%	30%	30%
63	25%	20%	15%	25%
64	20%	15%	20%	30%
65	25%	20%	100%	100%
66	25%	20%	100%	100%
67	20%	20%	100%	100%
68	20%	20%	100%	100%
69	20%	15%	100%	100%
70	100%	100%	100%	100%

Employees Eligible for Rule of 80

Age	General		Police	Fire
	Men	Women	All	All
50	20%	20%	25%	25%
51	15%	20%	25%	25%
52	15%	20%	20%	25%
53	15%	20%	20%	25%
54	15%	20%	20%	25%
55	15%	20%	20%	25%
56	15%	15%	20%	25%
57	15%	15%	10%	10%
58	15%	15%	25%	15%
59	15%	15%	20%	10%
60	20%	25%	30%	20%
61	20%	20%	25%	15%
62	35%	20%	30%	45%
63	35%	20%	25%	35%
64	35%	20%	50%	70%
65	35%	30%	100%	100%
66	35%	35%	100%	100%
67	35%	30%	100%	100%
68	25%	25%	100%	100%
69	35%	35%	100%	100%
70	100%	100%	100%	100%

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ACTUARIAL ASSUMPTIONS

Future Retiree Coverage

Medical Insurance Coverage:

30% of eligible employees who retire prior to age 65 are assumed to elect medical coverage under the plan. Retirees are assumed to drop medical coverage after attaining Medicare Eligibility Age.

Dental Insurance Coverage:

30% of eligible employees are assumed to elect retiree dental coverage under the plan.

These assumptions are based on data provided by the City and on Milliman's healthcare assumption guidelines.

Future Dependent Coverage

Retired members are assumed to elect dependent coverage at retirement as follows. All female spouses are assumed to be 3 years younger than males.

Male	Female
40%	40%

Certain actuarial demographic assumptions are based on the assumptions used in the Missouri Local Government Employees Retirement System.

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SUMMARY OF PLAN PROVISIONS

a. Eligibility for Retirement

Normal Retirement

General Employees – Age 60 with 5 years of service.

Police and Fire Employees – Age 55 with 5 years of service.

All Employees – Age plus service greater or equal to 80 points with at least 5 years of service.

Early Retirement

General Employees – Age 55 with 5 years of service.

Police and Fire Employees – Age 50 with 5 years of service.

b. Other Post Employment Benefits "OPEB"

If the retiree meets the requirements for Normal or Early Retirement summarized above, the retiree is eligible to continue medical and dental insurance benefits from the City by paying the required premium.

c. Retiree Medical Cost Sharing

Medical Benefits (2009 premiums):

	HMO-Blue Preferred Plus POS	Blue Access PPO
Single	$455.62	$581.96
Employee & Spouse	$909.54	$1,163.83
Employee & Children	$796.02	$1,018.31
Family	$1,249.94	$1,600.24

Dental Benefit (2009 premiums):

Single	$34.66
Employee & Spouse	$69.29
Employee & Children	$76.68
Family	$103.53

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d. Coverage Period

Medical Insurance

The benefit is payable immediately upon retirement and continues for the life of the retiree, as long as retiree pays the monthly premium amount.

Dental Insurance

The benefit is payable immediately upon retirement and continues for the life of the retiree, as long as retiree pays the monthly premium rate.

e. Dependant Medical Coverage

Qualified dependents can continue to be covered in retirement as long as the retiree continues to be eligible for coverage.

f. Pre Retirement Death Benefit

COBRA continuation coverage only.

g. Pre-Retirement Termination Benefit

COBRA continuation coverage only.

This summary is intended only to describe our understanding of the essential features of the benefits that will be provided to future retirees based on information provided by the City. All eligibility requirements and benefit amounts shall be determined in strict accordance with the relevant plan documents. To the extent that this summary does not accurately reflect the plan provisions, then the results of this valuation may not be accurate.

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MISSOURI LOCAL GOVERNMENT EMPLOYEES RETIREMENT SYSTEM

To: The City of Branson

From: Keith Hughes, Executive Secretary

Date: June 30, 2011

Enclosed are two copies of the report of the annual actuarial valuation for The City of Branson as of February 28, 2011. Your new employer rates of contribution are included in the report.

By statute, certification of employer contribution rates must be made at least six months prior to the beginning of your next fiscal year.

The new rates certified at this time are to be placed into effect on January 1, 2012. Please change from the rates currently in effect to the new rates with your statement and remittance for the month of January.

If you have any questions concerning the actuarial valuation or the procedure for implementing your new contribution rates, please do not hesitate to contact the LAGERS office.

SUMMARY OF THE RESULTS OF THE THIRTY-THIRD ANNUAL ACTUARIAL VALUATION

FEBRUARY 28, 2011

COVERING THE PARTICIPATION OF THE CITY OF BRANSON

IN THE MISSOURI LOCAL GOVERNMENT EMPLOYEES RETIREMENT SYSTEM

OUTLINE OF CONTENTS

Summary of the Annual Actuarial Valuation Covering

The City of Branson

Pages	Items
2	Cover Letter
	Financial Principles
3	Financing diagram
4	Actuarial valuation process
	Benefit Provisions and Data Furnished
5-7	Benefit summary
8-10	Summary of covered person data furnished
	Valuation Results
11	Actuarial accrued liabilities and assets
12	Computed employer contributions
13-15	Comparative schedules
	Governmental Accounting Standards Board (GASB) Reporting
16	GASB Statement Numbers 25 and 27 Reporting

GRS

Gabriel Roeder Smith & Company
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248.799.9020 fax
www.gabrielroeder.com

June 18, 2011

The City of Branson
Branson, Missouri

Ladies and Gentlemen:

Submitted in this report is a summary of the results of the ***Thirty-Third Annual Actuarial Valuation,*** which determines the employer contribution rate(s) required to support, for your employees, the benefits provided by the ***Missouri Local Government Employees Retirement System ("LAGERS").*** The purpose of the valuation is to measure funding progress in relation to the actuarial cost method, to determine the employer contribution rate and to determine actuarial information for Governmental Accounting Standards Board (GASB) Statement Nos. 25 and 27. The results of the valuation may not be applicable for other purposes.

Your participation in LAGERS was effective January 1, 1978. ***The LAGERS provisions*** reflected in the actuarial valuation are:

	This Year	**Last Year**
Benefit Program	L-6	L-6
Final Average Salary	3 years	3 years
Rule of 80 Adopted?	Yes	Yes
Member Contribution Rate	4%	4%
Contribution Refund Adopted?	No	No

The date of the valuation was February 28, 2011. The valuation was based on data furnished by your LAGERS administrative staff. Data was checked for year-to-year consistency and completeness but was not otherwise audited by us.

The new employer contribution rates are shown on page 12 and are applicable for the fiscal year beginning January 1, 2012.

The financial assumptions and methods used to determine contributions are adopted system wide by the LAGERS Board of Trustees, and are described in the system's Comprehensive Annual Financial Report. In our opinion, they produce results that are reasonable.

The fundamental financial objective of LAGERS is to establish contribution rates which, expressed as percents of active member payroll, will remain approximately level from generation to generation of Missouri citizens. To test how well the fundamental objective is being achieved, annual actuarial valuations are made, which adjust employer contributions, up or down as the case may be, for differences in the past year between assumed financial experiences and actual financial experiences.

The actuaries submitting this report are Members of the American Academy of Actuaries (MAAA) as indicated, and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein.

Respectfully submitted,

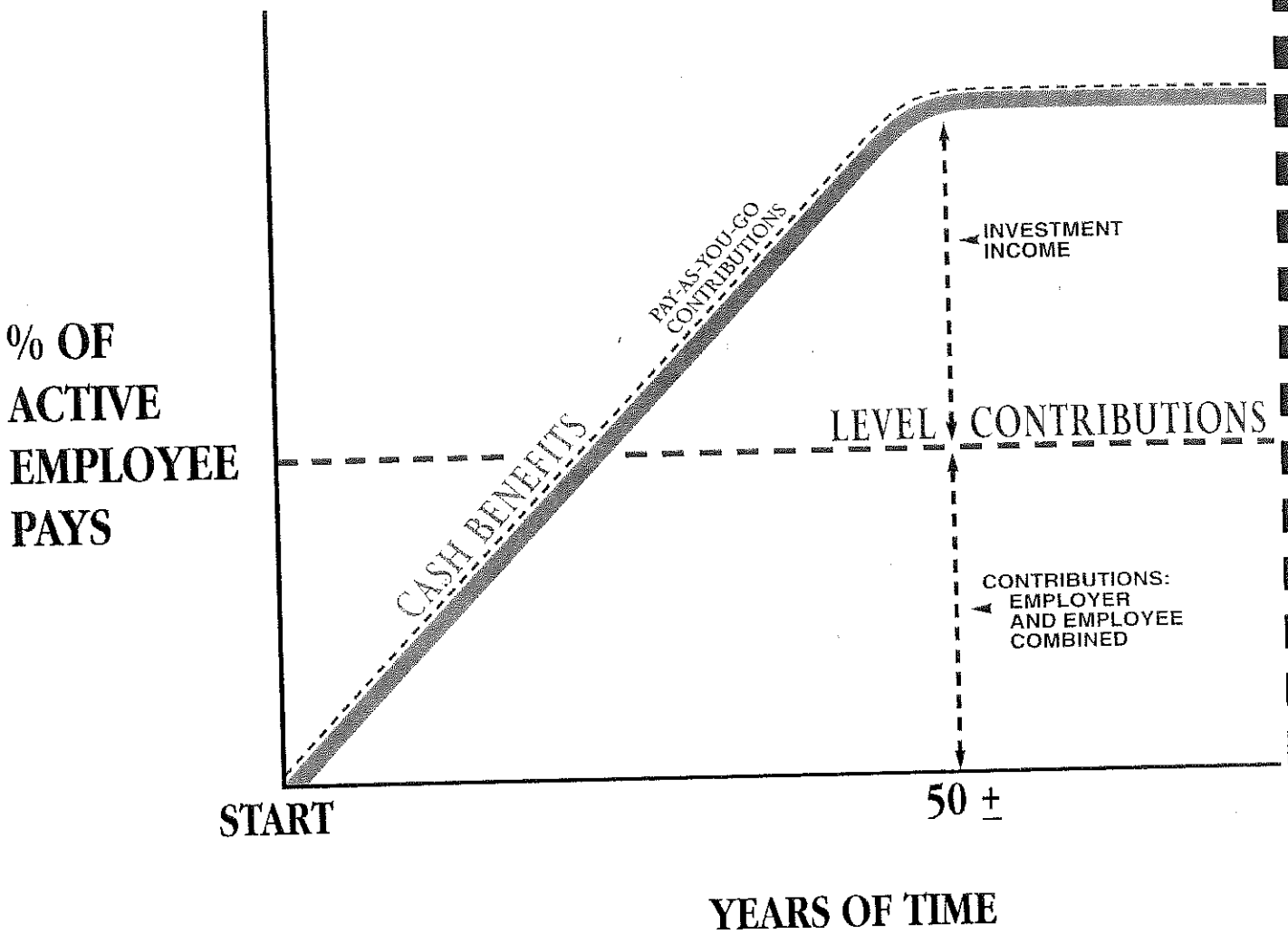
Gabriel, Roeder, Smith and Company

Mita Drazilov

Mita D. Drazilov, ASA, MAAA

Judith A. Kermans

Judith A. Kermans, EA, MAAA



CASH BENEFITS LINE. This relentlessly increasing line is the fundamental reality of retirement plan financing. It happens each time a new benefit is added for future retirements (and happens regardless of the design for contributing for benefits).

LEVEL CONTRIBUTION LINE. Determining the level contribution line requires detailed assumptions concerning a variety of experiences in future decades, including:

- Economic Risk Areas
  - Rates of investment return
  - Rates of pay increase
  - Changes in active member group size
- Non-Economic Risk Areas
  - Ages at actual retirement
  - Rates of mortality
  - Rates of withdrawal of active members (turnover)
  - Rates of disability

The Annual Actuarial Valuation Process For LAGERS

The financing diagram on the preceding page shows the relationship between the two fundamentally different philosophies of paying for retirement benefits: the method where contributions match cash benefit payments (or barely exceed cash benefit payments, as in the federal Social Security program) which is thus an increasing contribution method; and the ***level contribution method*** which equalizes contributions between the generations. Missouri law requires the level contribution method.

The ***actuarial valuation*** is the mathematical process by which liabilities and the level contribution rates are determined, and the flow of activity constituting the valuation may be summarized as follows:

A. ***Covered Person Data***, furnished by plan administrator, including:
- Retired lives now receiving benefits
- Former employees with vested benefits not yet payable
- Active employees

B. + ***Asset data*** (cash and investments), furnished by plan administrator

C. + ***Assumptions concerning future financial experiences in various risk areas***, which assumptions are established by the Board of Trustees after consulting with the actuary.

D. + ***The funding method*** for employer contributions (the long-term, planned pattern for employer contributions).

E. + ***Mathematically combining the assumptions, funding method, and the data.***

F. = Determination of:

Employer's financial position in LAGERS
and
New Employer Contribution Rates.

Brief Summary of LAGERS
Benefits and Conditions Evaluated and/or Considered
Through February 28, 2011

(Section references are to RSMo)

Voluntary Retirement. Sections 70.645 & 70.600. A member may retire with an age & service allowance after both (i) completing 5 years of credited service, and (ii) attaining the minimum service retirement age.

The minimum service retirement age is age 60 for a general employee and age 55 for a police or fire employee. Optionally, employers may also elect to provide for unreduced benefits for employees whose combination of years of age and years of service equals 80 or more.

Final Average Salary. Section 70.600. The average of a member's monthly compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) of credited service producing the highest monthly average, which period is contained within the 120 consecutive months of credited service immediately preceding retirement.

Age & Service Allowance. Section 70.655. The allowance, payable monthly for life, equals a specified percent of a member's final average salary multiplied by the number of years of credited service. Each employer elects the percent applicable to its members, from the following programs:

L-1 Benefit Program: 1.00% for life

L-3 Benefit Program: 1.25% for life

L-7 Benefit Program: 1.50% for life

LT-4 Benefit Program: 1.00% for life, plus 1.00% to age 62

LT-5 Benefit Program: 1.25% for life, plus 0.75% to age 62

LT-8 Benefit Program: 1.50% for life, plus 0.50% to age 62

LT-4(65) Benefit Program: 1.00% for life, plus 1.00% to age 65

LT-5(65) Benefit Program: 1.25% for life, plus 0.75% to age 65

LT-8(65) Benefit Program: 1.50% for life, plus 0.50% to age 65

L-9 Benefit Program: 1.60% for life

LT-10(65) Benefit Program: 1.60% for life, plus 0.40% to age 65

L-12 Benefit Program: 1.75% for life

LT-14(65) Benefit Program: 1.75% for life, plus 0.25% to age 65

L-6 Benefit Program: 2.00% for life

The only LT benefit programs available for adoption after August 1, 1994 are the LT(65) programs.

Benefit programs L-9 and LT-10(65) are not available for adoption after August 1, 2005.

Benefit program L-11, available only to groups not covered by social security, provides for 2.5% for life.

Subsequent to joining the System, the governing body can elect to change benefit programs for the employees, but not more often than once every 2 years.

Early Allowance. Section 70.670. A member may retire with an early allowance after both (i) completing 5 years of credited service, and (ii) attaining age 55 if a general employee or age 50 if a police or fire employee.

The early allowance amount, payable monthly for life, is computed in the same manner as an age & service allowance, based upon the service and earnings record to time of early retirement, but reduced to reflect the fact that the age when payments begin is younger than the minimum service retirement age. The amount of the reduction is 1/2% of 1% (.005) for each month the age at retirement is younger than the minimum service retirement age.

Deferred Allowance. Section 70.675. If a member leaves LAGERS-covered employment (i) before attaining the early retirement age, and (ii) after completing 5 years of credited service, the member becomes eligible for a deferred allowance; provided the former member lives to the minimum service retirement age and does not withdraw the accumulated contributions.

The deferred allowance amount, payable monthly for life from the minimum service retirement age, is computed in the same manner as an age & service allowance, based upon the service and earnings record to time of leaving LAGERS coverage.

Deferred allowances are also payable any time after reaching the early retirement age, with the reduction for early retirement noted above.

Non-Duty Disability Allowance. Section 70.680. A member with 5 or more years of credited service who becomes totally and permanently disabled from other than duty-connected causes becomes eligible to receive a non-duty disability allowance computed in the same manner as an age & service allowance, based upon the service & earnings record to time of disability.

Duty Disability Allowance. Section 70.680. A member regardless of credited service who becomes totally and permanently disabled from duty-connected causes becomes eligible to receive a duty disability allowance computed in the same manner as an age & service allowance, based upon the earnings record to time of disability but based upon the years of credited service the member would have completed had the member continued in LAGERS-covered employment to age 60.

Death-in-Service. Section 70.661. Upon the death of a member who had completed 5 years of credited service, the eligible surviving dependents receive the following benefits:

(a) The surviving spouse receives an allowance equal to the Option A allowance (joint and 75% survivor benefit) computed based upon the deceased members' service & earnings record to time of death.

(b) When no spouse benefit is payable, the dependent children under age 18 (age 23 if they are full-time students) each receive an equal share of 60% of an age & service allowance computed based upon the deceased member's service & earnings record to time of death.

(c) If the death is determined to be duty related, the 5 year service requirement is waived and the benefit is based on years of credited service the member would have completed had the member continued in LAGERS-covered employment to age 60.

Benefit Changes After Retirement. Section 70.655. There is an annual redetermination of the monthly benefit amount, beginning the October first following 12 months of retirement. As of each October first the amount of each eligible benefit is redetermined as follows:

(a) Subject to the maximum in (b), the redetermined amount is the current amount increased by a percentage determined by the LAGERS Board of Trustees. The aggregate increase to all retirees is limited to 4% annually.

(b) The redetermined amount may not exceed the amount otherwise payable multiplied by the ratio of the Consumer Price Index for the immediately preceding month of June to the Consumer Price Index for the month of June immediately preceding retirement.

Member Contributions. Sections 70.690 & 70.700. Each member contributes 4% of compensation beginning after completion of sufficient employment for 6 months of credited service.

If a member leaves LAGERS-covered employment before an allowance is payable, the accumulated contributions may be refunded to the member. If the member dies, his accumulated contributions may be refunded to a designated beneficiary.

The law governing LAGERS also has a provision for the adoption of a non-contributory plan in which the full cost of LAGERS participation is paid by the employer. Adoption of the non-contributory provisions may be done at the time of membership or a later date; however, a change from contributory to non-contributory or vice-versa may not be made more frequently than every 2 years. Under the non-contributory provisions there is no individual account maintained for each employee and no refund of contributions if an employee terminates before being eligible for a benefit.

Employer Contributions. Section 70.730. Each employer contributes the remainder amounts necessary to finance the employees' participation in LAGERS. Contributions to LAGERS are determined based upon level-percent-of-payroll principles, so that contribution rates do not have to increase over decades of time.

There were 72 retirees and beneficiaries with total annual benefits of $623,674 reported as of February 28, 2011.

The City of Branson

Retirees and Beneficiaries Added To and Removed From Rolls
Comparative Schedule

Valuation Date	Added to Rolls *		Removed from Rolls		Year End	
	Number	Annual Benefits	Number	Annual Benefits	Number	Annual Benefits #
2/28/2006	5	$59,581	2	$6,560	41	$204,163
2/28/2007	6	75,632			47	279,795
2/29/2008	9	112,403	2	11,518	54	380,680
2/28/2009	5	40,371	3	19,481	56	401,570
2/28/2010	8	137,786	1	4,332	63	535,024
2/28/2011	10	100,024	1	11,375	72	623,674

* Includes post-retirement adjustments.

\# Dollar amounts will not always add up, due to rounding.

Benefits to retirees and beneficiaries are paid out of the Benefit Reserve Fund, which is a pooled fund over all employers. When a member retires, employer and member assets are transferred to the pooled Benefit Reserve Fund in order to pay the lifetime benefits to the retiring member. Therefore, the assets and liabilities associated with the above retirees and beneficiaries are not included in this report.

The City of Branson

Retirees and Beneficiaries on Rolls as of February 28, 2011
By Disbursing Fund and Type of Benefit Being Paid

Type of Benefit	Number	Annual Benefits #
Service Early & Deferred		
Life Option	34	$337,536
Option A	13	58,156
Option B	8	81,793
Option C	9	87,529
Beneficiary Receiving	3	9,057
Totals	67	574,071
Duty Disability		
Life Option		
Option A	1	157
Option B		
Option C		
Totals	1	157
Non-Duty Disability		
Life Option		
Option A	1	25,814
Option B		
Option C		
Totals	1	25,814
Beneficiary receiving	1	7,844
Total Disability	3	33,814
Death-In-Service		
Spouse Receiving	2	15,789
Children Receiving		
Totals	2	15,789
Totals	**72**	**$623,674**

Dollar amounts will not always add up, due to rounding.

The City of Branson

Active and Vested Former Members as of February 28, 2011

Division	Active Members					Number of Vested Former Members
			Averages *			
	Number	Annual Payroll	Annual Pay	Age	Service	
General	147	$5,920,357	$40,275	45.8 yrs.	7.3 yrs.	39
Police	43	1,891,066	43,978	38.2	8.4	25
Fire	37	1,582,527	42,771	39.2	9.0	5

* These items are included for their general interest, but are not used in the valuation.

A vested former member is a person who terminated employment after 5 or more years of LAGERS service, with rights to a deferred benefit commencing at age 60 (age 55 for police and fire members). Former members who terminated with this employer and now work for another LAGERS-covered employer are also included in the above right-most column.

Meaning of Actuarial Accrued Liabilities

"Actuarial Accrued Liabilities" are the present value $ of plan promises to pay benefits in the future allocated to service already rendered --- a liability has been established ("accrued") because the service has been rendered, but the resulting monthly cash benefit may not be payable until years in the future. Accrued liability $ are the result of complex mathematical calculations, which are made by the plan's actuary (which is the name given to the specialist who makes such calculations).

"Unfunded Accrued Liabilities" are the difference between the accrued liabilities and the assets on hand. The assets credited to your account in the Employer Accumulation Fund and the Members Deposit Fund were reported to the actuary on a cost basis. For actuarial valuation purposes, the actuary adjusted the reported cost basis assets to a market related value ("actuarial value of assets"). Unfunded accrued liabilities were amortized over a period of future years.

The City of Branson

Employer Accumulation Fund (EAF) and Members Deposit Fund (MDF)
Actuarial Accrued Liabilities and Actuarial Value of Assets as of February 28, 2011

Division	Accrued Liabilities (1)	Reported Assets (Cost Basis)			Actuarial Value of Assets (5)	Unfunded Accrued Liabilities (6)=(1)-(5)
		EAF (2)	MDF (3)	Total (4)=(2)+(3)		
General	$12,106,945	$4,062,224	$2,063,603	$6,125,827	$7,070,430	$5,036,515
Police	4,903,623	2,412,450	777,470	3,189,920	3,681,806	1,221,817
Fire	3,314,811	2,030,589	587,149	2,617,738	3,021,393	293,418

The City of Branson

Employer Contributions to the Retirement System
For the Fiscal Year Beginning January 1, 2012

Division	Employer Contributions Expressed as %'s of Active Member Payroll			
	Current Cost		Prior Service Cost	Total Employer Contribution Rate
	Service Retirement	Disability Retirement		
General	9.0%	0.3%	4.3%	13.6%
Police	8.4	0.3	2.6	11.3
Fire	11.3	0.3	1.2	12.8

The current cost for service retirements was determined by financing each member's retirement benefits over the period from the member's date of hire until the member's projected date of retirement (entry age actuarial cost method). The current cost for service retirements is credited to the employer's account in the Employer Accumulation Fund.

The current cost for disability retirements represents the value of disability benefits in excess of members' accrued service retirement benefits, and was determined system-wide using a modified terminal funding method. The current cost for disability retirements is credited to the system-wide pooled Casualty Reserve Fund.

The prior service cost is computed by financing the unfunded accrued liabilities over a period or periods of future years. If the prior service cost is negative, it is used to partially offset the current cost. The prior service cost is credited to the employer's account in the Employer Accumulation Fund.

Under Section 70.730 of the Revised Statutes of Missouri, the computed employer contribution rate shall not exceed the contribution rate for the immediately preceding fiscal year by more than one percent (not including the effects of any benefit changes). The contribution rates shown above reflect the one percent maximum increase, if applicable. The uncapped employer contribution rate for the General division was computed to be 15.4%. The uncapped employer contribution rate for the Police division was computed to be 13.2%.

The City of Branson
General Division

Employer Contributions – Comparative Schedule

Valuation Date	Active Members					Vested Former Members	Employer Contribution Rate
			Averages *				
	Number	Annual Payroll	Annual Pay	Age	Service		
2/28/2006	140	$5,122,905	$36,592	45.9 yrs.	7.3 yrs.	20	9.4%
2/28/2007	139	5,316,432	38,248	46.3	7.6	20	9.2
2/29/2008	145	5,459,976	37,655	45.6	7.4	31	8.5
2/28/2009	136	5,344,983	39,301	46.1	8.1	36	11.6
2/28/2010	137	5,414,091	39,519	46.1	7.4	37	12.6
2/28/2011	147	5,920,357	40,275	45.8	7.3	39	13.6

* These items are included for their general interest, but are not used in the valuation.

Accrued Liabilities and Assets - Comparative Schedule

Valuation Date	Accrued Liabilities	Actuarial Value of Assets	Funded Percent	Unfunded Accrued Liabilities	
				Dollar Amount	Percent of Annual Payroll
2/28/2006	$8,357,751	$7,355,237	88.0%	$1,002,514	19.6%
2/28/2007	9,121,762	8,250,149	90.4	871,613	16.4
2/29/2008	9,264,154	8,693,023	93.8	571,131	10.5
2/28/2009	11,867,225	7,682,297	64.7	4,184,928	78.3
2/28/2010	11,115,214	7,041,238	63.3	4,073,976	75.2
2/28/2011	12,106,945	7,070,430	58.4	5,036,515	85.1

Amortization of Unfunded Accrued Liabilities as of February 28, 2011

Amortization Period #	Remaining Unamortized Liability
15	$1,763,334
19	424,346
23	1,586,939
27	1,261,896

\# The minimum amortization period is 15 years, except for liabilities arising due to adoption of the Non-Contributory Refund provision. The maximum amortization period is 30 years, except in certain cases. The periods shown reflect the remaining amortization periods for: (i) the employer's initial liability and subsequent actuarial gains and losses; and (ii) benefit changes adopted by the employer.

The City of Branson
Police Division

Employer Contributions – Comparative Schedule

Valuation Date	Active Members					Vested Former Members	Employer Contribution Rate
			Averages *				
	Number	Annual Payroll	Annual Pay	Age	Service		
2/28/2006	34	$1,275,337	$37,510	40.2 yrs.	9.1 yrs.	23	7.7%
2/28/2007	36	1,358,882	37,747	38.2	8.3	24	7.6
2/29/2008	37	1,479,908	39,998	38.0	7.8	20	7.1
2/28/2009	39	1,695,562	43,476	37.1	7.6	24	9.3
2/28/2010	42	1,836,072	43,716	37.3	7.6	25	10.3
2/28/2011	43	1,891,066	43,978	38.2	8.4	25	11.3

* These items are included for their general interest, but are not used in the valuation.

Accrued Liabilities and Assets - Comparative Schedule

Valuation Date	Accrued Liabilities	Actuarial Value of Assets	Funded Percent	Unfunded Accrued Liabilities	
				Dollar Amount	Percent of Annual Payroll
2/28/2006	$3,073,698	$2,961,692	96.4%	$112,006	8.8%
2/28/2007	3,014,802	2,886,143	95.7	128,659	9.5
2/29/2008	3,151,339	3,088,974	98.0	62,365	4.2
2/28/2009	3,906,273	2,712,609	69.4	1,193,664	70.4
2/28/2010	4,286,020	3,168,130	73.9	1,117,890	60.9
2/28/2011	4,903,623	3,681,806	75.1	1,221,817	64.6

Amortization of Unfunded Accrued Liabilities as of February 28, 2011

Amortization Period #	Remaining Unamortized Liability
15	$277,752
19	167,878
23	570,640
27	205,547

\# The minimum amortization period is 15 years, except for liabilities arising due to adoption of the Non-Contributory Refund provision. The maximum amortization period is 30 years, except in certain cases. The periods shown reflect the remaining amortization periods for: (i) the employer's initial liability and subsequent actuarial gains and losses; and (ii) benefit changes adopted by the employer.

The City of Branson
Fire Division

Employer Contributions – Comparative Schedule

Valuation Date	Active Members					Vested Former Members	Employer Contribution Rate
			Averages *				
	Number	Annual Payroll	Annual Pay	Age	Service		
2/28/2006	34	$1,204,232	$35,419	35.9 yrs.	6.7 yrs.	1	11.0%
2/28/2007	32	1,195,144	37,348	37.5	7.3	1	10.6
2/29/2008	34	1,299,579	38,223	36.7	7.3	3	9.6
2/28/2009	36	1,467,350	40,760	37.4	7.7	3	12.0
2/28/2010	36	1,476,484	41,013	38.1	8.4	4	13.0
2/28/2011	37	1,582,527	42,771	39.2	9.0	5	12.8

* These items are included for their general interest, but are not used in the valuation.

Accrued Liabilities and Assets - Comparative Schedule

Valuation Date	Accrued Liabilities	Actuarial Value of Assets	Funded Percent	Unfunded Accrued Liabilities	
				Dollar Amount	Percent of Annual Payroll
2/28/2006	$1,553,416	$1,558,073	100.3%	($4,657)	-
2/28/2007	1,725,492	1,874,223	108.6	(148,731)	-
2/29/2008	2,016,822	2,309,464	114.5	(292,642)	-
2/28/2009	2,599,678	2,126,580	81.8	473,098	32.2
2/28/2010	2,887,293	2,553,849	88.5	333,444	22.6
2/28/2011	3,314,811	3,021,393	91.1	293,418	18.5

Amortization of Unfunded Accrued Liabilities as of February 28, 2011

Amortization Period #	Remaining Unamortized Liability
22	($126,918)
19	43,545
23	238,800
27	137,991

\# The minimum amortization period is 15 years, except for liabilities arising due to adoption of the Non-Contributory Refund provision. The maximum amortization period is 30 years, except in certain cases. The periods shown reflect the remaining amortization periods for: (i) the employer's initial liability and subsequent actuarial gains and losses; and (ii) benefit changes adopted by the employer.

The City of Branson
Governmental Accounting Standards Board (GASB)
Statement Numbers 25 and 27 Reporting Information

A. GASB Accounting Contribution

The LAGERS required contribution for the fiscal year beginning January 1, 2012 is shown on page 12 of this report. For accounting reporting purposes, a GASB contribution is computed. (Based upon specific GASB accounting requirements, in some instances this contribution may differ from the LAGERS required contribution.) Presented below is the GASB accounting contribution as a % of active member payroll:

Valuation Date	For the Fiscal Year Beginning	GASB Accounting Contribution		
		General	Police	Fire
02/28/2009	10/01/2010	13.4%	12.2%	13.6%
02/28/2010	01/01/2011	13.3	11.7	13.1
02/28/2011	01/01/2012	14.0	12.3	12.8

B. Schedule of Funding Progress

Valuation Date	(a) Actuarial Value of Assets	(b) Entry Age Actuarial Accrued Liability	(b-a) Unfunded Accrued Liability (UAL)	(a/b) Funded Ratio	(c) Annual Covered Payroll	[(b-a)/c] UAL as a Percentage of Covered Payroll
02/28/2009	$12,521,486	$18,373,176	$5,851,690	68%	$8,507,895	69%
02/28/2010	12,763,217	18,288,527	5,525,310	70	8,726,647	63
02/28/2011	13,773,629	20,325,379	6,551,750	68	9,393,950	70

Note: The above assets and actuarial accrued liability do not include the assets and present value of benefits associated with the Benefit Reserve Fund and the Casualty Reserve Fund. The actuarial assumptions were changed in conjunction with the February 28, 2011 annual actuarial valuations. For a complete description of the actuarial assumptions used in the annual valuations, please contact the LAGERS office in Jefferson City.

(The above space is reserved for Recorder's Certification.)

BASE LEASE

BETWEEN

CITY OF BRANSON, MISSOURI,
as Lessor and Grantor

City Hall
110 W. Maddux
Branson, Missouri 65616

AND

MISSOURI DEVELOPMENT FINANCE BOARD,
as Lessee and Grantee

Governor Office Building
200 Madison Street, Suite 1000
P.O. Box 567
Jefferson City, Missouri 65102

DATED AS OF NOVEMBER 15, 2011

The interest of the Missouri Development Finance Board (the "Board") in this Base Lease, the Financing Agreement dated as of November 15, 2011, between the Board and the City of Branson, Missouri, and the Leased Property (as defined in this Base Lease) have been pledged and assigned to Commerce Bank, Kansas City, Missouri, as Trustee (the "Trustee") under the Bond Trust Indenture dated as of November 15, 2011, between the Board and the Trustee.

The real property which is the subject of this Base Lease is legally described on Schedule I hereto, appearing on page S–1.

BASE LEASE

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BASE LEASE

THIS BASE LEASE (the "Base Lease") dated as of November 15, 2011, by and between the **CITY OF BRANSON, MISSOURI**, a fourth class city and political subdivision of the State of Missouri, as Lessor and Grantor (the "City"), and the **MISSOURI DEVELOPMENT FINANCE BOARD**, a body corporate and politic organized and existing under the laws of the State of Missouri, as Lessee and Grantee (the "Board").

RECITALS:

1. The City is a fourth class city and political subdivision of the State of Missouri with full lawful power and authority to enter into this Base Lease.

2. The Board is a body corporate and politic organized and existing under the laws of the State of Missouri with full lawful power and authority to enter into this Base Lease.

3. The City owns fee simple title to the real estate described on **Schedule I** attached hereto and any buildings and improvements now existing thereon (the "Leased Property").

4. The City desires to lease all its interest in the Leased Property to the Board for the rental payments and upon the terms and conditions herein set forth in order to provide funds to (i) refinance the Refunded Bonds (as defined in the hereinafter defined Indenture), and (ii) pay the costs of issuing the Bonds (hereinafter defined).

5. The Board proposes (a) to enter into a Bond Trust Indenture of even date herewith (the "Indenture"), between the Board and Commerce Bank, Kansas City, Missouri, as Trustee, under which the Board will issue its Infrastructure Facilities Revenue Bonds (City of Branson, Missouri), Series 2011A, aggregating the principal amount of $35,810,000 (the "Series 2011A Bonds"), and Taxable Infrastructure Facilities Revenue Bonds (City of Branson, Missouri), Series 2011B, aggregating the principal amount of $2,115,000 (the "Series 2011B Bonds, together with the Series 2011A Bonds, the "Bonds") to provide funds for the purposes described therein, and (b) to lease the Leased Property, including any improvements thereon, back to the City pursuant to the Financing Agreement dated as of November 15, 2011, between the City and the Board (the "Financing Agreement").

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the City and the Board do hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS, RULES OF CONSTRUCTION

Section 1.1. Definitions of Words and Terms. In addition to words and terms defined herein or the Financing Agreement, capitalized words and terms as used in this Base Lease shall have the meanings given to such words and terms in **Section 101** of the Indenture (which definitions are hereby incorporated by reference).

Section 1.2. Rules of Interpretation. For all purposes of this Base Lease, except as otherwise expressly provided or unless the context otherwise requires:

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Words importing the singular number shall include the plural and vice versa and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

(c) The table of contents hereto and the headings and captions herein are not a part of this document.

(d) Terms used in an accounting context and not otherwise defined shall have the meaning ascribed to them by generally accepted principles of accounting.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations of the City. The City represents, warrants and covenants to the Board as follows:

(a) The City is a fourth class city and political subdivision duly created and existing under and pursuant to the constitution and laws of the State of Missouri.

(b) The City has full power and authority to enter into this Base Lease and the transactions contemplated by this Base Lease and to carry out its obligations hereunder, and by proper action has duly authorized the execution and delivery of this Base Lease by its duly authorized officers.

(c) Neither the execution and delivery of this Base Lease, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound.

(d) The City owns good and marketable fee simple title to the Leased Property as of the date of this Base Lease, free and clear of any liens or encumbrances, except Permitted Encumbrances, and such real estate is thereby exempt from property and any other taxes levied by the State of Missouri or any political subdivision thereof or by the City.

(e) The lease of the Leased Property by the City to the Board, as provided in this Base Lease, will enhance and expand the use of public facilities owned by the City and as a result thereof will serve all of the aforesaid purposes and is therefore essential, desirable and in the public interest.

(f) The execution and delivery of the Financing Agreement and this Base Lease, the consummation of the transactions contemplated hereby and thereby, and the performance of or

compliance with the terms and conditions of the Financing Agreement and this Base Lease 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.

(g) The Leased Property will comply in all material respects with all presently applicable building and zoning, health, environmental and safety ordinances and laws and all other applicable laws, rules and regulations.

Section 2.2. Representations of the Board. The Board represents, warrants and covenants to the City as follows:

(a) The Board is a body politic and corporate and a public instrumentality duly organized and existing under the laws of the State of Missouri.

(b) The Board has corporate power to enter into this Base Lease, and by proper corporate action has duly authorized the execution and delivery of this Base Lease by its duly authorized officers.

(c) The execution and delivery of this Base Lease and the consummation of the transactions herein contemplated will not conflict with or constitute a breach of or default under the Board's organizational documents or any bond, debenture, note or other evidence of indebtedness of the Board, or any contract, agreement or lease to which the Board is a party or by which it is bound.

ARTICLE III

LEASE OF THE LEASED FACILITIES

Section 3.1. Lease of Leased Property. The City hereby demises and leases the Leased Property to the Board, and the Board hereby leases the Leased Property from the City, subject to Permitted Encumbrances, on the terms and conditions herein set forth.

Section 3.2. Base Lease Term. The term of this Base Lease shall commence as of the date of the delivery hereof and shall end on December 1, 2063, unless such term is sooner terminated as hereinafter provided.

Section 3.3. Quiet Enjoyment; Condemnation.

(a) Subject to the Financing Agreement, the Board at all times during the term of this Base Lease shall peaceably and quietly have and enjoy the Leased Property, subject to Permitted Encumbrances. The Board shall use the Leased Property solely for the purpose of refinancing the Refunded Bonds pursuant to the Financing Agreement; provided, that in the event of default by the City under the Financing Agreement, the Board may exercise the remedies provided in the Financing Agreement and this Base Lease.

(b) Under Missouri statutes, the City has the power to condemn property for its purposes, and the City acknowledges that if the City condemned the Board's interest in this Base Lease, such action could adversely affect payment of the principal of and or interest represented by the Bonds. The City further acknowledges that condemnation of the Leased Property would adversely affect the security for the Bonds and that without the Board's interest in this Base Lease the Bonds might not be marketable at the rates and upon terms described in the Indenture.

(c) In the event the whole or any part of the Leased Property is taken by eminent domain proceedings, the interest of the Board shall be recognized. The proceeds of said condemnation shall be applied as provided in **Article XII** of the Financing Agreement. The Board and the City have reached an agreement on the terms of the acquisition of the Leased Property at the City's option, and to the use of the Leased Property, all as set forth in the Financing Agreement. Any acquisition of the Leased Property or rights to their use by the City (whether pursuant to the exercise of eminent domain powers or otherwise) shall be pursuant to and in accordance with the Financing Agreement, including payment of Loan Payments and the applicable Option Purchase Price as set forth in the Financing Agreement. If the City allows the Financing Agreement to expire without exercising its option to purchase (whether by failure to exercise its option to extend the Financing Agreement for a Renewal Term, failure to exercise its option to purchase at the conclusion of the Maximum Term of the Financing Agreement or failure to cure an Event of Default under the Financing Agreement), that action shall constitute an irrevocable determination by the City that the Leased Property is not required by it for any public purpose for the term of this Base Lease.

Section 3.4. No Merger. Subject to **Section 5.1** hereof, no union of the interests of the City and the Board herein shall result in a merger of this Base Lease and the Financing Agreement or of this Base Lease and the fee title to the Leased Property.

Section 3.5. Assignments, Subleases and Mortgage.

(a) The Board may not mortgage or otherwise assign its rights under this Base Lease or sublet the Leased Property without the written consent of the City except—

(1) the sublease and lease of the Leased Property pursuant to the Financing Agreement,

(2) pursuant to the Indenture, the assignment and pledge of the Board's interests under this Base Lease to the Trustee as security for payment of the principal of, interest and premium, if any, on the Bonds, and the City hereby consents to such pledge and assignment, such assignment and pledge being intended as an absolute assignment from the Board to the Trustee and not merely the passing of a security interest,

(3) if the Financing Agreement is terminated for any reason and this Base Lease is not otherwise terminated as provided herein, or

(4) if an Event of Default under the Financing Agreement has occurred.

(b) Except with respect to Permitted Encumbrances and as otherwise provided herein, in the Financing Agreement or in the Indenture, neither the Board nor the City shall, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property. Whenever and as often as any mechanics' or other lien is filed against the Leased

Property, or any part thereof, the City shall discharge the same of record within 60 days after the date of filing. Notice is hereby given that the Board shall not be liable for any labor or materials furnished to the City or to anyone claiming by, through or under the City upon credit, and that no mechanics' or other lien shall attach to or affect the reversionary or other estate of the Board in and to the Leased Property or any part thereof.

Section 3.6. Title Insurance. The City shall concurrently with the execution of this Base Lease obtain for the Board an ALTA form policy of title insurance naming the Board as insured beneficiary of such policy, and issued by a title company duly authorized to issue the same and in a form acceptable to the Board and the Trustee showing a leasehold estate in the Leased Property in the name of the City as lessor and the Board as lessee. The Net Proceeds of such policy of title insurance shall be applied in accordance with the provisions of the Indenture and the Financing Agreement.

ARTICLE IV

RENTAL PROVISIONS

Section 4.1. Rent and Other Considerations. As and for rental hereunder and in consideration for the leasing of the Leased Property to the Board hereunder, the Board shall:

(a) Sell and cause to be delivered to the purchasers thereof the Bonds in the principal amount, bearing interest, maturing and having the other details as set forth in the Indenture; and

(b) Deposit the proceeds of the sale of the Bonds as provided in the Indenture.

Section 4.2. Additional Bonds. The Board may issue Additional Bonds for the purposes and upon the terms and conditions provided in the Indenture. If the City is not in default hereunder, the Board agrees, on request of the City, from time to time, to use its best efforts to issue the amount of Additional Bonds specified by the City (within the limits and under the conditions specified herein and in the Indenture), provided that:

(a) the terms, purchase price and disposition of proceeds of the sale of such Additional Bonds have been approved in writing by the City;

(b) the Board and the City shall have entered into an amendment to the Financing Agreement, if necessary, and this Base Lease, if necessary, to provide for the lease of any additional improvements and extensions to the property of the City and the payment by the City of Rental Payments necessary to pay the principal of, redemption premium, if any, and interest on the Additional Bonds; and

(c) the Board shall have otherwise complied with the provisions of the Indenture with respect to the issuance of such Additional Bonds.

Section 4.3. Disbursement of Bond Proceeds. The Board will authorize and direct the Trustee to disburse moneys in the funds and accounts established under the Indenture upon the terms and conditions specified in the Indenture and in the Financing Agreement.

ARTICLE V

TERMINATION

Section 5.1. Termination. This Base Lease shall terminate upon the completion of the term of this Base Lease specified in **Section 3.2** hereof; provided, however, in the event the City pays all Loan Payments and Additional Payments required by the Financing Agreement, or exercises the option to purchase the remaining interest of the Board hereunder and pays all amounts as provided in the Financing Agreement and the Indenture, then this Base Lease shall be considered assigned to the City and terminated through merger of the leasehold interest with the fee interest if the City is the owner of the fee interest and elects to terminate the leasehold interest so acquired from the Board. The Board agrees, upon such assignment and termination of the term of this Base Lease, to quit and surrender the Leased Property as they then exist to the City free and clear of encumbrances, except Permitted Encumbrances.

Section 5.2. Default by the City. If an Event of Default under the Financing Agreement or the Indenture occurs for any reason, or if the City terminates the Financing Agreement and fails to purchase the Board's interest in the Leased Property as provided in the Financing Agreement, the Board, or its assignee, shall have the right to possession of the Leased Property for the remainder of the term of this Base Lease and shall have the right to sublease the same or sell its interest in this Base Lease upon whatever terms and conditions it deems prudent. In such event, the Board shall obtain the same insurance coverage with respect to the Leased Property as the City is required to obtain under the Financing Agreement for the remainder of the term of this Base Lease and will furnish the City with evidence thereof. In the event that the Board shall receive a payment for the sale of its interest or total rental payments for subleasing that are, after the payment of the Board's expenses in connection therewith including fees and expenses of the Trustee, in excess of the purchase price applicable at the time of termination or default plus interest thereon at the interest rate per annum borne by the Bonds (which must be an amount sufficient to pay the principal of, redemption premium, if any, and all interest on the Bonds, or to provide for the payment thereof as provided in **Article X** of the Indenture, with amounts so received to be credited first to such interest and then to principal), then such excess shall be paid to the City by the Board, its assigns or its sublessee.

Section 5.3. Default by the Board. The City shall not have the right to exclude the Board from the Leased Property or to take possession thereof (except pursuant to the Financing Agreement) or to terminate this Base Lease prior to the termination of the term of this Base Lease upon any default by the Board hereunder; except that if, upon exercise of the option to purchase the Board's interest in the Leased Property under the Financing Agreement granted to the City in the Financing Agreement and after the payment of the amounts specified therein and the other sums payable under the Financing Agreement, the Board fails to convey its interest therein to the City pursuant to said option, then the City shall have the right to terminate this Base Lease, such termination to be effective 30 days after delivery of written notice of such termination to the Board. In the event of any default by the Board hereunder, however, the City may maintain an action for damages or, if permitted in equity, for specific performance.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.1. Amendments, Changes and Modifications. This Base Lease may not be effectively amended, changed, modified, altered or terminated, except as follows:

(a) *Amendments to the Base Lease or the Lease Not Requiring Consent of Bondowners.* The Board and the City may, without the consent of or notice to any of the owners of the Bonds, enter into any amendment, change or modification of this Base Lease as may be required (a) by the provisions of this Base Lease or the Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission in this Base Lease or in connection with any other change therein which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the owners of the Bonds, (c) so as to more precisely identify the Leased Property or add property thereto, or (d) in connection with the issuance of Additional Bonds under **Section 203** of the Indenture.

(b) *Amendments to the Base Lease or the Lease Requiring Consent of Bondowners***.** Except for the amendments, changes or modifications as specified in subsection (a) of this Section, neither the Board nor the City shall enter to any other amendment, change or modification of this Base Lease without the giving of notice and the obtaining of the written approval or consent of the owners of not less than a majority in principal amount of the Bonds then Outstanding. If at any time the Board and the City shall request any such proposed amendment, change or modification of the Base Lease and/or the Lease, the Trustee shall cause notice of such proposed amendment, change or modification to be given in the same manner as provided in **Section 902** of the Indenture with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the same are on file at the principal corporate trust office of the Trustee for inspection.

(c) *Execution of Amendments to this Base Lease***.** In executing any amendment of this Base Lease permitted by this Section, the Trustee, as assignee of the Board hereunder, shall receive, and, subject to **Section 801** of the Indenture, be fully protected in relying upon, an Opinion of Bond Counsel addressed and delivered to the Trustee, the Board and the City stating that the execution of such amendment is authorized or permitted by this Base Lease, and that the execution and delivery thereof will not adversely affect the exclusion from federal gross income of interest on the Bonds or any series of Additional Bonds the interest income on which was, at the time of issuance thereof, excludable from gross income for purposes of federal income taxation. The Trustee may, but shall not, except to the extent required in the case of any amendment to this Base Lease required in connection with a Supplemental Indenture entered into under **Section 901(c)**, be obligated to, enter into any such amendment which affects the Trustee's own rights, duties or immunities under the Indenture, the Financing Agreement or this Base Lease, or otherwise.

Section 6.2. Notices. Any notice, request, complaint, demand or other communication required by this Base Lease to be given to or filed with the City, the Board or the Trustee shall be in writing and shall be given or filed in the manner and at the addresses specified in the Indenture.

Section 6.3. Waiver of Personal Liability. All liabilities under this Base Lease on the part of the Board are corporate liabilities of the Board, and, to the extent permitted by law, the City hereby releases each and every incorporator, member, director and officer of the Board of and from any personal or individual liability under this Base Lease. No incorporator, member, director or officer of the Board shall at any time or under any circumstances be individually or personally liable under this Base Lease for anything done or omitted to be done by the Board hereunder.

Section 6.4. Binding Effect. This Base Lease shall inure to the benefit of and shall be binding upon the City, the Board and their respective successors and assigns.

Section 6.5. Severability. In the event any provision of this Base Lease shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

Section 6.6. Execution in Counterparts. This Base Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

Section 6.7 Electronic Transaction. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

Section 6.8. Applicable Law. This Base Lease shall be governed by and construed in accordance with the laws of the State of Missouri.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the City has caused this Base Lease to be executed in its name with its seal hereto affixed and attested by its duly authorized officers, and the Board has caused this Base Lease to be executed in its name with its seal hereunto affixed and attested by its duly authorized officers, all as of the date first above written.

CITY OF BRANSON, MISSOURI,
As Lessor and Grantor

By: _____
Name: Raeanne Presley
Title: Mayor

(SEAL)

ATTEST:

By: _____
Name: Lisa Westfall
Title: City Clerk

Approved as to form:

_____
Gilmore & Bell, P.C., Special Counsel

STATE OF MISSOURI)
) SS.
COUNTY OF TANEY)

On this ____ day of November, 2011, before me personally appeared RAEANNE PRESLEY and LISA WESTFALL to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of City of Branson, Missouri, a political subdivision of the State of Missouri, and that said instrument was signed by said individuals on behalf of the City by authority of its Board of Aldermen; and said individuals acknowledged said instrument to be the free act and deed of said City.

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

_____
Notary Public - State of Missouri
Commissioned in Taney County

[SEAL]

My commission expires: _____

MISSOURI DEVELOPMENT FINANCE BOARD,
As Lessee and Grantee

By: _____
Name: Robert V. Miserez
Title: Executive Director

STATE OF MISSOURI)
) SS.
COUNTY OF COLE)

On this ____ day of November, 2011, before me personally appeared ROBERT V. MISEREZ, to me personally known, who, being by me duly sworn, did say that he is the Executive Director of the Missouri Development Finance Board, a body politic and corporate and a public instrumentality duly organized and existing under the laws of the State of Missouri, and that said instrument was signed by said individual on behalf of the entity by authority of its governing body; and said individual acknowledged said instrument to be the free act and deed of said entity.

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

_____
Notary Public - State of Missouri
Commissioned in _____ County

[SEAL]

My commission expires: _____

SCHEDULE I
TO BASE LEASE

THE LEASED PROPERTY

The following described real estate is situated in the County of Taney, State of Missouri:

ALL OF LOTS 10, 11, 12, 13, 14, 15, 16, 17, 18 & 19, AND ALL THAT PART OF LOTS 6, 7, 8, 9, 20 & 21, LYING SOUTHWEST OF MISSOURI STATE HIGHWAY NO. 65, ALL IN BLOCK 1, TOWN OF LUCIA, NOW A PART OF THE CITY OF BRANSON, AS PER THE RECORDED PLAT THEREOF, TANEY COUNTY RECORDERS OFFICE.

ALL OF LOTS 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, AND ALL THAT PART OF LOTS 1, 2, 3 & 18, ALL IN BLOCK 12, TOWN OF LUCIA, NOW A PART OF THE CITY OF BRANSON, AS PER THE RECORDED PLAT THEREOF, TANEY COUNTY RECORDERS OFFICE.

ALL THAT PART OF LOT 1, BRANSON MEADOWS PHASE ONE AMENDED PLAT, AS PER THE RECORDED PLAT THEREOF IN D-331 - 336, TANEY COUNTY RECORDERS OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, THEN N87°57’42”W, ALONG THE SOUTH LINE OF SAID LOT 1, 25.46 FEET TO THE POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 26°19’39”; THENCE ALONG SAID CURVE AND SOUTH LINE OF SAID LOT 1, AN ARC DISTANCE OF 218.26 FEET TO THE SW CORNER OF SAID LOT 1; THENCE N12°58’38”E, ALONG THE WESTERN LINE OF SAID LOT 1, 129.96 FEET; THENCE N08°46’03”W, ALONG THE WESTERN LINE OF SAID LOT 1, 23.55 FEET; THENCE LEAVING THE WEST LINE OF SAID LOT 1, S87°57’42”E, 211.80 TO THE EAST LINE OF SAID LOT 1; THENCE S00°52’17”W, ALONG THE EAST LINE OF SAID LOT 1, 200.04 FEET TO THE POINT OF BEGINNING.

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL APPOINTING WILLARD A. DILLOW AS SPECIAL MUNICIPAL JUDGE AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

FIRST READING: **NOVEMBER 7, 2011** **FINAL READING:** **NOVEMBER 22, 2011**

INITIATED BY: **ADMINISTRATION**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of this bill.

STAFF REPORT:

Pursuant to Section 34-62 of the Branson Municipal Code, the Special Municipal Judge for the City of Branson shall be appointed by the Mayor with the consent of the members of the Board of Aldermen and shall act in the absence or disqualification of the Municipal Judge.

This bill provides for the appointment of Willard A. Dillow for a term ending December 31, 2012. Willard A. Dillow consents to the appointment and the terms of this agreement.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: **1011-01-2510-2017**

ATTACHED INFORMATION:

BILL NO. 4004 **ORDINANCE NO. _____**

AN ORDINANCE APPOINTING WILLARD A. DILLOW AS SPECIAL MUNICIPAL JUDGE AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, pursuant to Section 34.62 of the Branson Municipal Code, the Mayor, with consent of the members of the Board of Aldermen, may appoint a Special Municipal Judge for the City of Branson to act in the absence or disqualification of the Municipal Judge; and

WHEREAS, the Mayor desires to appoint Willard A. Dillow.

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

Section 1: That Willard A. Dillow is hereby appointed to the position of Special Municipal Judge to serve in the absence or disqualification of the Municipal Judge.

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

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

Read, this first time on this _____ day of _____, 2011.

Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this _____ day of _____, 2011.

_____
Raeanne Presley
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
William T. Duston
City Attorney

Exhibit "1"

SPECIAL MUNICIPAL JUDGE AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, by and between the City of Branson, Missouri, a Fourth Class City of the State of Missouri, hereinafter referred to as "City", and W. A. Dillow III, a duly licensed attorney-at-law in the State of Missouri, hereinafter referred to as "Special Municipal Judge".

WHEREAS, Section 34-62 of the Branson Municipal Code provides that the Mayor may appoint a Special Municipal Judge, upon the consent of the members of the Board of Aldermen; and

WHEREAS, the Mayor has appointed to the position of Special Municipal Judge W. A. Dillow III, a duly licensed attorney in the State of Missouri, and the Board of Aldermen have authorized the Mayor to execute an agreement with Judge Dillow; and

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

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

1. Service as Special Municipal Judge. The Judge agrees to serve as the Special Municipal Judge for the City, to comply with the Code of Judicial Conduct and the Canons of Ethics of the State of Missouri, to uphold the ordinances of the City, and all orders, rules, and judgments entered in municipal court, and to be available for the purposes of administering warrants for arrest and motions or requests for emergency orders.

2. Maintaining Qualifications. The City and Special Municipal Judge agree that the obligations of each party under this Agreement are contingent upon the Judge maintaining the qualifications to serve as City's Special Municipal Judge pursuant to the statutes of the State of Missouri and the ordinances of the City of Branson.

3. Term. The Special Municipal Judge shall serve for a term from January 1, 2012 to December 31, 2012 upon the appointment by the Mayor. The Mayor shall have the discretion to remove the Judge from office at any time, upon the consent of the members of the Board of Aldermen. The Special Municipal Judge shall also have the discretion to terminate his appointment or resign by giving sixty (60) days written notice to the City Administrator.

4. Court. The Special Municipal Judge agrees that municipal court shall be convened in the chambers provided by the City. In the absence of the Municipal Judge the Special Municipal Judge will convene court on the established dates set in agreement with the City Administrator and City Clerk. If the Municipal Judge is disqualified, the Special Municipal Judge will serve on an as needed basis upon notice from the City Clerk. It is furthered agreed; the Special Municipal Judge will not represent clients, enter into Branson Municipal Court cases or appear in the Branson Municipal Court on pending cases during the term of this agreement.

5. Payment for Court Service. The City shall pay to the Special Municipal Judge, and the Judge agrees to accept as full payment for the service furnished under this agreement, the sum of eighty dollars ($80.00) per hour (calculated in quarter hours) with a maximum of six hundred fifty dollars ($650.00) per convened court session.

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

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

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

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

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

APPROVED AS TO FORM:

William T. Duston
City Attorney

CITY OF BRANSON, MISSOURI

By _____
Raeanne Presley
Mayor

ATTEST:

Lisa K Westfall
City Clerk

SPECIAL MUNICIPAL JUDGE

By _____
W. A. Dillow III

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL AUTHORIZING AN AGREEMENT WITH THE UNITED STATES OF AMERICA DEPARTMENT OF ENERGY, SOUTHWESTERN POWER ADMINISTRATION, ALLOWING THE CITY OF BRANSON TO LEASE SPACE ON THE DEPARTMENT'S RADIO TOWER LOCATED AT TABLE ROCK DAM.**

FIRST READING: **NOVEMBER 7, 2011** FINAL READING: **NOVEMBER 22, 2011**

INITIATED BY: **UTILITIES DEPARTMENT** MW

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill. Dean Kruithof

STAFF REPORT:

Utilities staff has made a request with the US Department of Energy to allow the Utilities Department to place radio monitoring equipment at the Department of Energy's radio equipment tower site located at Table Rock Dam. Through terms of the attached contract agreement the Department of Energy has agreed to allow the City to install radio equipment, which will be used for monitoring the operations of nine (9) sewer lift stations owned by the City and located in an area from Fall Creek Resort westward to Majestic point and Whisper Cove which are situated next to Table Rock Lake.

Under this agreement the Department of Energy will allow space in their existing equipment control building for City radio monitoring equipment and, at an elevation 200' above ground level, tower space for the installation of two (2) antenna units. The Department of Energy will lease the space at no charge to the City as part of this cooperative governmental agreement. The City will be responsible for cost of installation and maintenance of the City equipment. The Agreement, which will run through May 31, 2016, may be cancelled at any time with mutual written consent.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: N/A

ATTACHED INFORMATION:

BILL NO. 4005 ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF BRANSON AND THE UNITED STATES OF AMERICA DEPARTMENT OF ENERGY, SOUTHWESTERN POWER ADMINISTRATION AND AUTHORIZING THE MAYOR TO EXECUTE 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 authorizes the Mayor to execute an Agreement with The United States of America Department of Energy, Southwestern Power Administration 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 _____, 2011.

Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this _____day of _____, 2011.

_____
Raeanne Presley
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
William T. Duston
City Attorney

UNITED STATES DEPARTMENT OF ENERGY
Southwestern Power Administration
One West Third Street
Tulsa, Oklahoma 74103-3519

LICENSE OUTGRANT

This LICENSE OUTGRANT (LICENSE), between the City of Branson, Missouri, (City) herein referred to as LICENSEE, whether one or more, and the United States of America, Department of Energy, Southwestern Power Administration, herein referred to as UNITED STATES or LICENSOR, represented by the officer executing this document, pursuant to Section 5, of the Flood Control Act of December 22, 1944 (58 Stat. 887, 890; 16 U. S. C. 825s); a license for the placement of an Antenna, control box and related facilities, over, across, in and upon lands of the United States, as identified in Exhibits A-1 thru A-5 attached hereto and made a part hereof, hereinafter referred to as the premises.

WITNESSETH:

This License is hereby granted for a term of five (5) years, beginning **June 1**, 2011, and ending May 31, 2016, but revocable at will by the UNITED STATES.

The consideration for this License shall be the placement, operation and maintenance of a radio, antenna and related facilities for the benefit of the United States and the general public in accordance with the terms hereinafter set forth.

The granting of this LICENSE has been found by the UNITED STATES to be compatible with the public interest and is subject to the following terms and conditions:

1. LICENSOR hereby licenses to the LICENSEE space in the LICENSOR'S Table Rock Radio Station for the installation, operation and maintenance of Licensee's 800/900 MHz Yagi Antenna and a 900/800 MHz MAXRAD Omni Antenna subject to the following:

a. A 800/900 MHz Yagi Antenna and a 900/800 MHz MAXRAD Omni Antenna, to be mounted at an elevation on the tower and in a fashion approved by Division of Engineering and Planning, (918) 585-6700, prior to installation.

b. Radio equipment located in a city-owned control panel placed on the north wall of Southwestern's Control Building.

c. Access into the site and the building on the site shall be controlled by Southwestern. The City shall coordinate opening of the gate and building with the Springfield Operations and Maintenance Engineering, whose contact information is:

P.O. Box 10284
Springfield, MO 65808

1. Voice.....417-881-1820
2. After Hours/Weekend.....417-881-3363
3. Emergency.....417-881-9394
4. Fax.....417-891-2683
5. Maintenance Engineering Fax 417-891-2693

d. The City shall be responsible for periodically checking the site for any access violations or vandalism and shall immediately notify Southwestern of any such occurrences.

e. Any contractor's or agents working on the facilities in behalf of the LICENSEE must be accompanied by LICENSEE at all times.

f. In the event that the City equipment interferes with operation of Southwestern's communication equipment, the City shall cease operation of its equipment until the cause of the interference is remedied.

g. LICENSEE'S use of any of the licensed site shall be specifically restricted to include the installation, operation, replacement, and maintenance of the antenna/radio facilities. All activities and operations undertaken by the LICENSEE or it's contractor's in, on, or about the site shall be lawful and incompliance with all Federal communications Commission (FCC) requirements.

h. LICENSEE's FCC License must be current and in good standing. A copy of the FCC License must be provided to LICENSOR.

i. LICENSOR shall provide AC power for the radio, installed in accordance with paragraph 1.b. of this License, at its own cost and expense and at no cost and expense to the City.

2. It is understood that the issuance of this LICENSE by the UNITED STATES for the purposes stated herein does not create an additional burden on the UNITED STATES land and this LICENSE does not grant any right, privilege, or interest in the land.

3. The LICENSEE shall at all times exercise due care and diligence to avoid damage or loss to the real property and personal property of the UNITED STATES and shall indemnify and hold harmless the UNITED STATES, its employees, or agents, from any loss or damage and from any liability on account of personal injury, death, or property

damage, or claims for personal injury, death, or property damage of any nature whatsoever and whomsoever made arising out of any of the LICENSEE's, its agents', contractors', or subcontractors' activities on the LICENSE AREA. LICENSEE agrees to reimburse the UNITED STATES for all damage to property or works of the UNITED STATES.

4. The LICENSE granted shall be held and exercised subject to the rights of the UNITED STATES and the UNITED STATES reserves the right to use the LICENSE AREA for any purpose which does not materially interfere with the rights and privileges granted herein. LICENSEE agrees to relocate or alter the FACILITY at no cost to the UNITED STATES in the event the UNITED STATES determines that the FACILITY interferes with the rights of the UNITED STATES.

5. This LICENSE shall terminate as provided herein:

a. Upon noncompliance with the terms of the LICENSE. The UNITED STATES will provide written notice of its intent to terminate the LICENSE for noncompliance with any of the terms hereof. LICENSEE shall have 30 days, or after receipt of the notice of noncompliance to come into compliance with the terms hereof, to the satisfaction of the UNITED STATES. If LICENSEE fails to do so, this LICENSE shall terminate at the expiration of the period provided for in this paragraph; or

b. At any time by mutual consent in writing; or

c. Upon expiration of 2 consecutive years of non-use of the LICENSE AREA for the purpose or purposes granted.

No notice, order, determination, requirement, consent, agreement, or approval under this LICENSE shall be of any effect unless in writing. The notices provided by this article shall be serviced by certified mail using the appropriate address given in Article 10 of this LICENSE.

6. Upon termination of the LICENSE, all rights of the LICENSEE hereunder shall cease. LICENSEE shall, at a reasonable time not to exceed 90 days, or such other time as provided by the UNITED STATES after the date of termination, remove any of its structures or improvements located on the LICENSE AREA and shall restore the LICENSE AREA to the extent practicable, or accomplish needed repair or maintenance to the LICENSE AREA surface to the satisfaction of the UNITED STATES. If the LICENSEE fails to do so within the allotted time, the UNITED STATES may do so at the LICENSEE's expense.

7. All work incident to the construction, use, maintenance and operation associated with the LICENSEE's use of the LICENSE AREA shall be performed by the LICENSEE without cost or expense to the UNITED STATES and to the satisfaction of the UNITED

STATES. All work connected with the use and maintenance by the LICENSEE as contemplated by this LICENSE shall be performed in accordance with all applicable provisions of the Federal, State, and municipal laws and regulations in effect at the time of such activities.

8. LICENSEE hereby acknowledges and is aware of the hazards inherent in high voltage electric lines and substations, and hereby assumes full responsibility at all times for adoption and use of necessary safety measures required to prevent accidental harm to its personnel engaged in activities pursuant to this LICENSE, including adherence to the most recent standards of the National Electric Safety Code.

9. LICENSEE shall abide by all Federal, State, and local laws and regulations pertaining to pollution control and environmental protection.

10. Addresses for notices and communications are as follows:

UNITED STATES:
Southwestern Power Administration
One West Third Street
Tulsa, OK 74103-3519

LICENSEE:
City of Branson, Utilities Director
616 West Pacific St.
Branson, Missouri 65616

11. This LICENSE shall be binding on the successors or assigns of the LICENSEE and the UNITED STATES; however, it shall not be assigned by LICENSEE without prior written consent of the UNITED STATES.

IN WITNESS WHEREOF, I have hereunto set my hand:

By Authority of the Secretary of
The Department of Energy

UNITED STATES OF AMERICA
Department of Energy
Southwestern Power Administration

Signature

Michael S. Love, Sr., Realty Officer
Print Name/Title

Date

APPROVED AS TO FORM:

City Attorney

This License is also executed by the licensee:

THE CITY OF BRANSON, MISSOURI

Signature

Print Name/Title

Date

Phone Number

CERTIFICATE OF AUTHORITY

I, _____, certify that I am the _____
(Name) **(Secretary or Attesting Officer)**

of the _____, named as licensee herein;
(Agency Name)

that _____, who signed this Agreement on behalf
(Officer Name)

of said _____, was then _____
(Agency Name) **(Officer Title)**

of the Agency; and that said Agreement was duly signed for and on behalf of

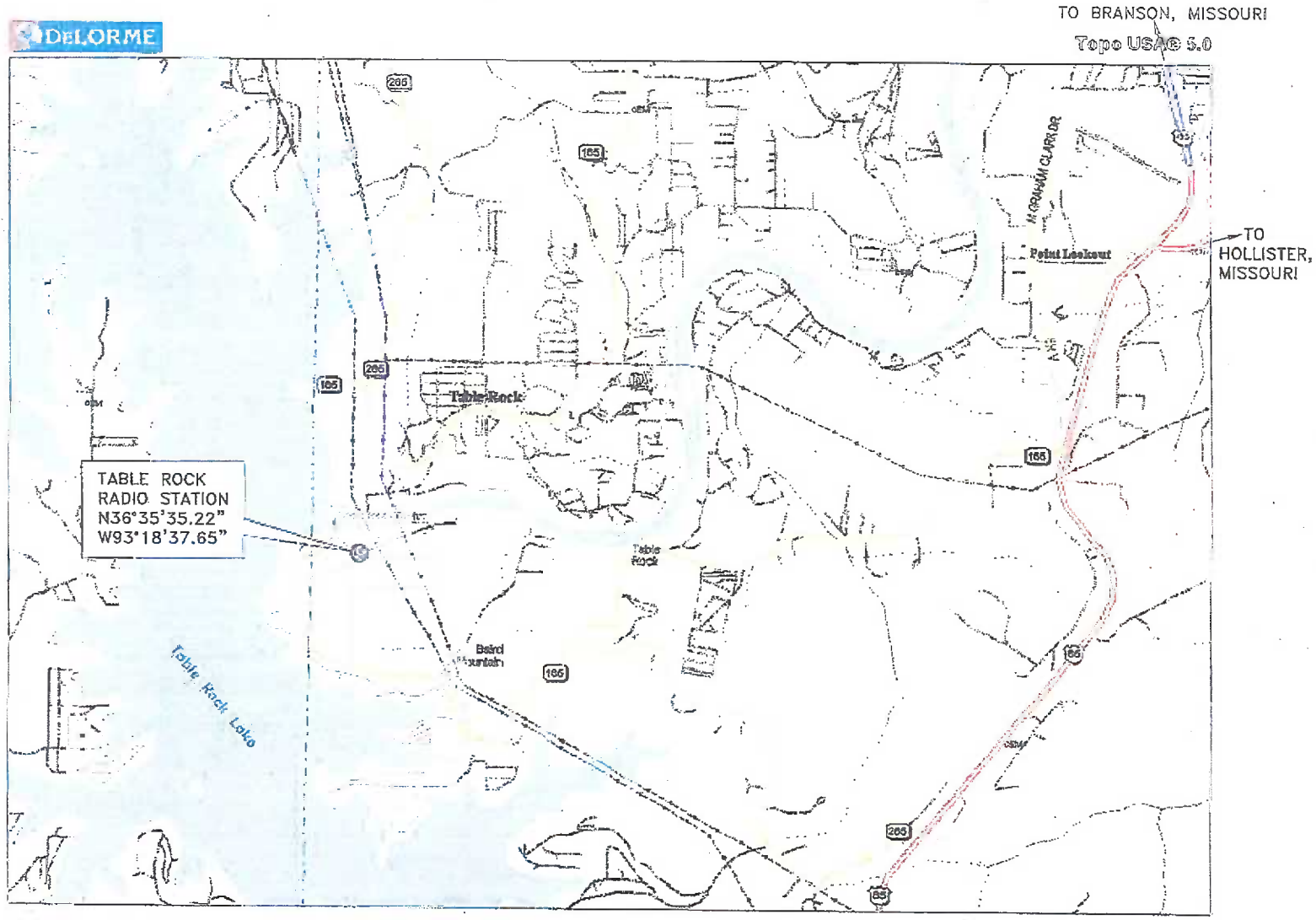
the _____ by authority of its governing body and is
(Agency Name)

within the scope of its statutory powers.

Signed, _____
Secretary or Attesting Officer

(The person that signed the attached instrument cannot sign Certificate)

This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the Individual signing the attached instrument cannot be the same.



Data use subject to license.

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www.delorme.com

MN (1.9° E)

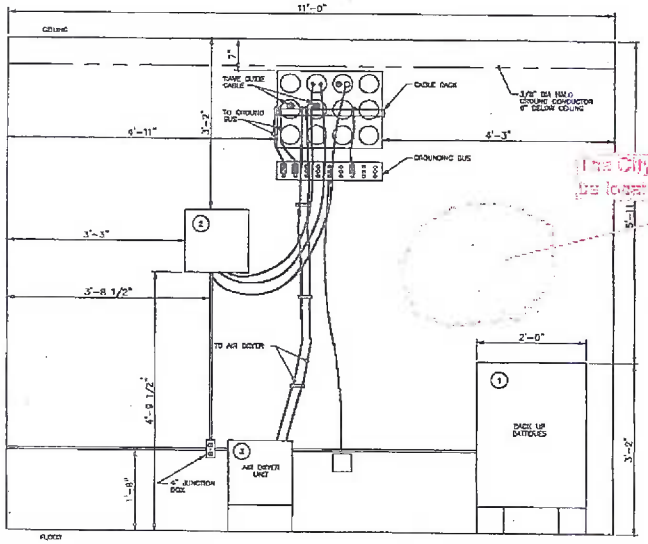
LOCATION MAP

TABLE ROCK, MISSOURI

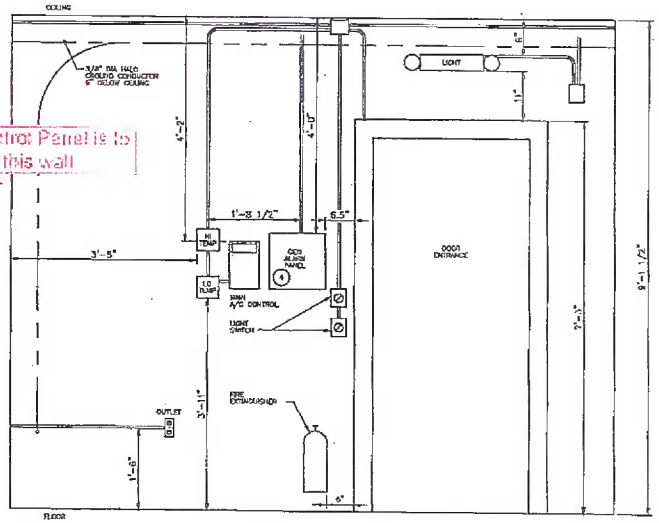
0 ¼ ½ ¾ 1 1¼ 1½ 1¾ mi

Data Zoom 12-0

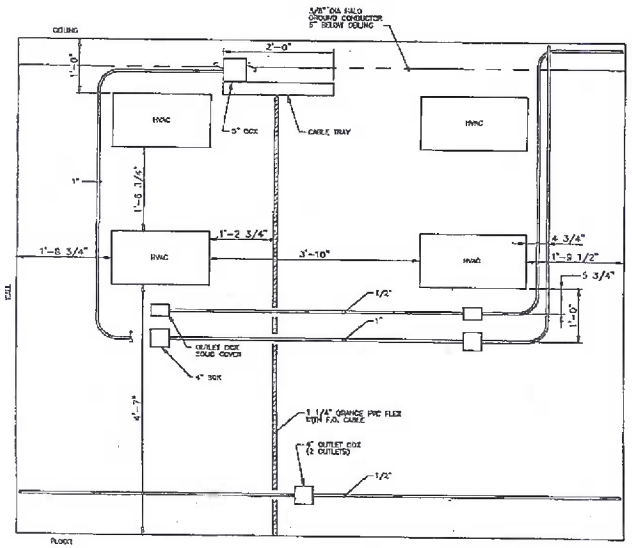
EXHIBIT A-1



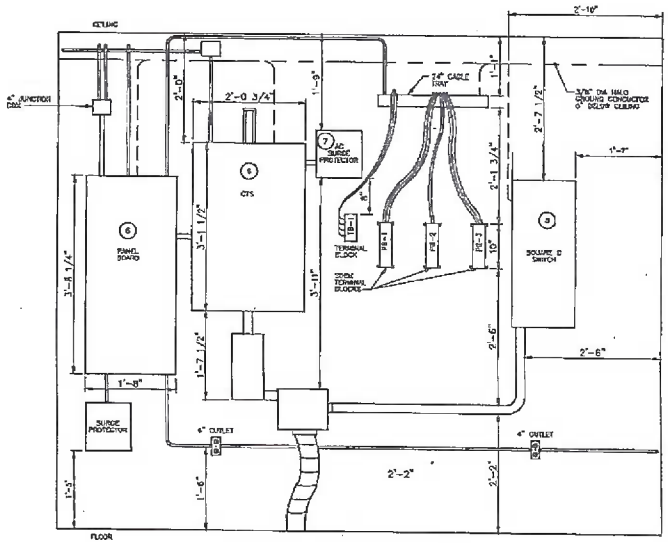
NORTH WALL ELEVATION



SOUTH WALL ELEVATION



EAST WALL ELEVATION



WEST WALL ELEVATION

12" 9" 6" 3" 0 1' 2"
1"=1'-0"

NOTES:

1. GROUNDING PATHS "SHALL BLIND" CIRCUIT IS BE WRAPPED TO F.O. PVC CONDUIT.
2. REFERENCE EQUIPMENT PLAN DOC # RS69-C8501 FOR EQUIPMENT PLAN.

EQUIPMENT LIST

1.	HEMOC BATTERIES, TYPE GC4-CS 35/AH (8H) TO 1.75 VPC ABSOLYTE IIP, GNB INDUSTRIAL BATTERY CO.
2.	TOWER LIGHTING CONTROLLER
3.	AIR DRYER UNIT
4.	ALARM PANEL, CEDRONIC
5.	TYPE 1 ENCLOSURE, 30 CIRCUIT BREAKER LIGHTING PANEL, SQUARE "D"
6.	CTS SYSTEM, EMERSON (TRANSFER SWITCH)
7.	AC SURGE PROTECTOR
8.	DISCONNECT SWITCH, SQUARE "D"

EXHIBIT A-2

Reference Old drawing number: RS69-C9001

UNITED STATES DEPARTMENT OF ENERGY
SOUTHWESTERN POWER ADMINISTRATION
TULSA, OKLAHOMA

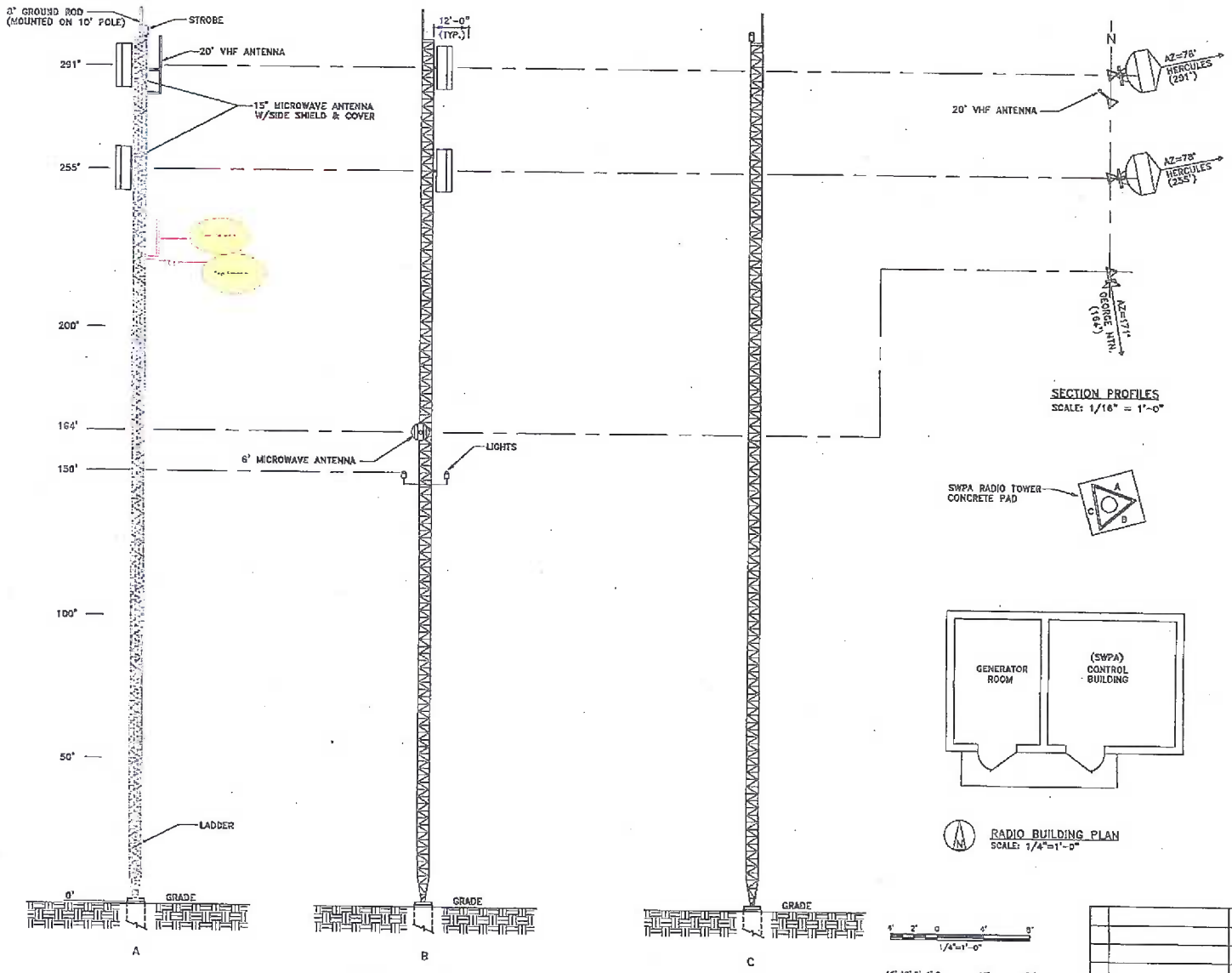
TABLE ROCK RADIO STATION
RADIO ROOM WALL ELEVATIONS
ELECTRICAL DETAILS

1	AS-BUILT	OBJ 07-04	SWC 07-04		

DRAWN: NOTED
DESIGNED: EJU
RS69-C8502
CADD FILE: C8502
SHEET NUMBER: 1 OF 1

Border name: A14FLG01
Last Edited: 07/23/04 13:15:30
Size: 36 x 24
Cent File Name: \\Pegasus\Drawings\Tools_Sections\Table_Rock_master\C8502_TCR.dwg
Description:

EXHIBIT A-3



1. ALL AZIMUTHS SHOWN ARE REFERENCED TO MAGNETIC NORTH.
2. SEE DRAWING C8700 FOR COMMUNICATIONS TOWER SITE DETAILS.
3. SEE DWG'S RS69-C8702 AND RS69-C8703 FOR TOWER STRUCTURAL DETAILS.

EXHIBIT A-4

Reference Old drawing number:

UNITED STATES DEPARTMENT OF ENERGY
SOUTHWESTERN POWER ADMINISTRATION
TULSA, OKLAHOMA

TABLE ROCK RADIO STATION
COMMUNICATIONS TOWER
ANTENNA DETAILS

REV	DESCRIPTION	DRAWN	CHECKED	APPROVED
1	AS-BUILT	CRJ 07-04	DWG 07-04	

SCALE: NOTED
DRAWN: DWG
CHECKED: CMP
APPROVED: CMP

RS69-C8701

C8701 | 1 OF 1

Order name: A1AS1201 Size: 36 x 24
Last Edited: 07/23/04 13:15:34 Last File Name: \\Pegasus\drawings\Radio_Stations\Table_Rock_master\C8701_TBR.dwg
bbanjonson

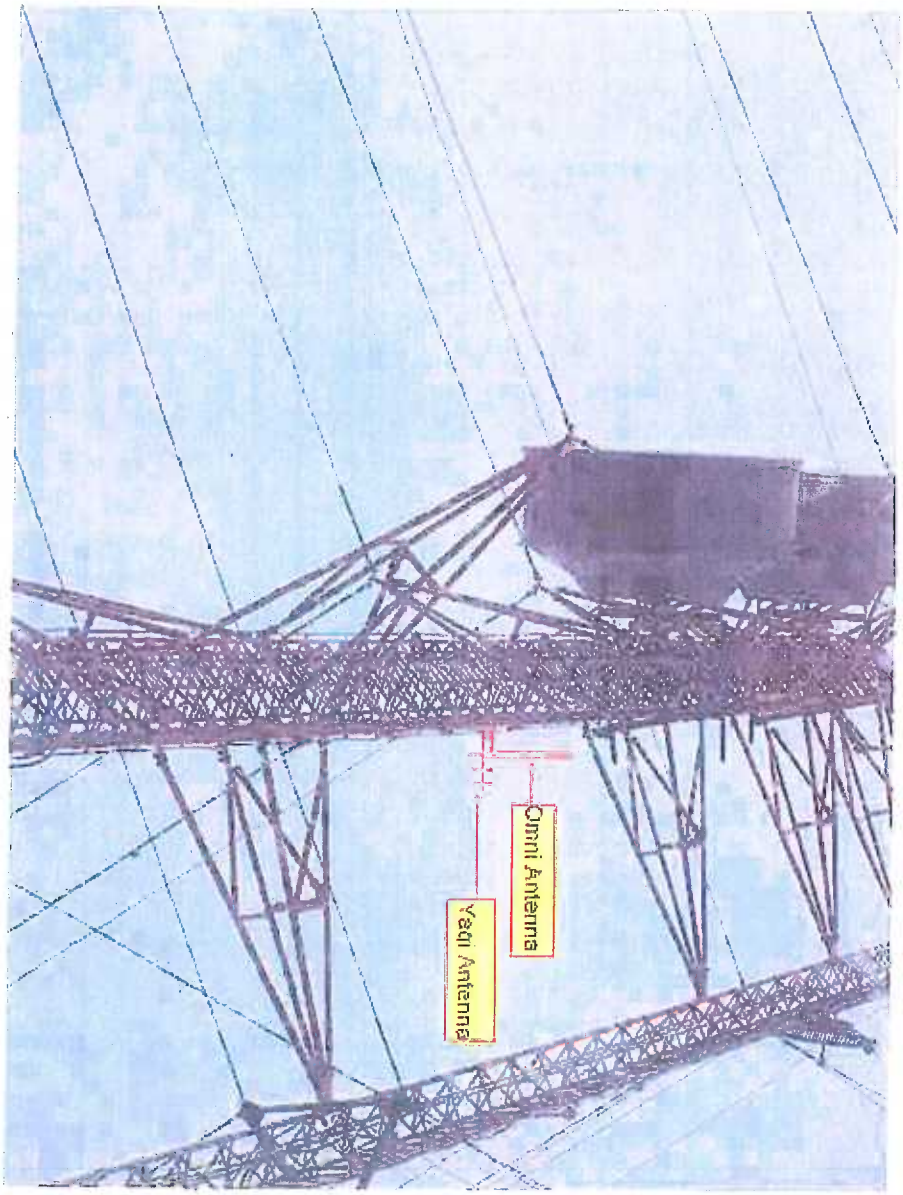


EXHIBIT A-5

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL ACCEPTING THE PROPOSAL OF BRENNTAG MID SOUTH, INC. PERTAINING TO THE PURCHASE OF CHEMICALS USED IN THE WATER AND WASTEWATER TREATMENT FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

FIRST READING: **NOVEMBER 7, 2011** **FINAL READING:** **NOVEMBER 22, 2011**

INITIATED BY: **UTILITIES DEPARTMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

STAFF REPORT:

Bids were received on September 21, 2011 for the purchase of operational chemicals used in treatment of water and wastewater for the period of January 1, 2012 to December 31, 2012. Of the bids which were received for these operational chemicals, Hawkins, Inc., Brenntag Mid South, Inc., Polydyne, Inc, and General Chemical Performance Products, LLC provided the lowest bid meeting specifications. Based on estimated quantities, anticipated expenditures for these chemicals will be approximately $274,641.00. A bid tabulation indicating unit pricing and individual company totals is attached. Staff recommends bid award of these operational chemicals to the companies listed.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: 620-4420-570.40-15 and 620-4320-570.40-15

ATTACHED INFORMATION: Bid Tabulation

RFP 1825-07		General Chem	F2 Ind	Watermark	Bio-Safe	Brentag	Water Tech	DPC Ent	Solvay NA	SNF Polydyne	Hawkins	Est. Usage
001	1 TN Cl2					0.2665		0.33			0.33	62,000
002	150# Cl2					0.42		0.42			0.58	8,300
003	150# So2					0.53		0.49			0.96	23,000
004	Alum	0.2074		0.2268			0.283					520,000
005	Polymer						1.87			1.4		11,000
006	150# Fluoride					0.549					0.405	18,000
007	Bulk Fluoride					0.5275					0.398	45,000
008	Potasium Permaganate		2.69		1.89	3.12					3.73	11,000
009	Chlorine Bleach 12%					3.95					2.2	500
010	Granular Chlorine		1.35			1.445					1.95	1,200
011	Coagulant	0.304					0.65					190,000
		$165,608.00	$0.00	$0.00	$0.00	$56,063.00	$0.00	$11,270.00	$0.00	$15,400.00	$26,300.00	

F2 Ind **Has withdrawn their bid as of 10/3/11, cannot meet the insurance requirements.**

Bio-Safe substituted GCPOR Oxidizer, used this product in 2010 and found it to be unsatisfactory as a substitute for Potassium Permanganate.

DPC and Brenntag both bid .42/lb. Prefer Brenntag as they deliver weekly VS DPC which is ONLY monthly. We are limited as to the amount of this product we can keep on hand and weekly deliveries make it easier to keep inventory under those max limits.

BILL NO. 4006 **ORDINANCE NO. _____**

AN ORDINANCE ACCEPTING THE PROPOSAL OF BRENNTAG MID SOUTH, INC. PERTAINING TO THE PURCHASE OF CHEMICALS USED IN THE WATER AND WASTEWATER TREATMENT FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson advertised for proposals for bids for chemicals used in the water and wastewater treatment facilities for the City of Branson; and

WHEREAS, of the proposals which were received, Brenntag Mid South, Inc. has been recommended for approval by staff; and

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

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

Section 1: That the Board of Aldermen hereby accepts the proposal of Brenntag Mid South, Inc. pertaining to the purchase of Chlorine 1-ton, Chlorine 150 lb, Potassium Permanganate and Granular Chlorine used in the water and wastewater treatment facilities for the amount listed in the scope of work included in the contract attached hereto as Exhibit "1" and authorizes the Mayor to execute the same.

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

Read this first time on _____ day of _____, 2011.

Read this second time, passed, and truly agreed to by the Board of Aldermen of the City of Branson, Missouri, on this _____ day of _____, 2011.

_____
Raeanne Presley
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
William T. Duston
City Attorney

CITY OF BRANSON, MISSOURI
PURCHASE OF COMMODITIES CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, 2011, by and between the City of Branson, Missouri (the "City") and **Brenntag Mid-South, 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): **Water/Wastewater Treatment Chemicals from a date beginning January 1, 2012 and ending December 31, 2012.**

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 **Fifty Seven Thousand Dollars ($57,000.00).**

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: **various locations in Branson, MO.**

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. Service Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work to be performed under this contract. The Service Provider further covenants that in the performance of this contract no person having such interest shall be employed.

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

A. General Liability Insurance with a company licensed to do business in the State of Missouri with limits of liability not less than two million five hundred forty-five thousand sixty two dollars ($2,545,062.00) 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 five hundred forty-five thousand sixty two dollars ($2,545,062.00) per occurrence for personal injuries (including death). The City of Branson must be named as an additional insured.

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

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.

G. 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. **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.

18. **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.

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.

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

Seller:

By: Larry Startin
Name: Larry Startin
Address: Brenntag Mid-South
2235 W Battlefield Rd
Phone: 417-887-3663 Springfield MO
Fax: 417-887-5136

Tax ID: 610504545

City of Branson, Missouri

By: _____
Raeanne Presley
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

W.T. Duston
_____
William T. Duston
City Attorney

Exhibit A

Brenntag Mid-South
2234 W. Battlefield Rd.
Springfield, MO 65807

SCOPE OF WORK

1. Brenntag Mid-South agrees to provide water/wastewater treatment chemicals for the period of January 1, 2012 through December 31, 2012 prices must remain firm through the contract period.

2. General Requirements:

   2.1 All gases and chemicals must be of acceptable quality.

   2.2 Brenntag Mid-South agrees to supply cylinders and containers that show evidence of a high standard of maintenance. Cylinders and containers will not show excessive rust, corrosion, scaling, or deterioration. Valves will open without undue pressure. Unused lead gaskets will be supplied with all chlorine and sulfur dioxide cylinders. Brenntag Mid-South agrees to pick up, immediately, at no additional cost to the City, any chlorine and sulfur dioxide cylinders requiring the use of a repair kit. A replacement repair kit must be returned to the City within three (3) calendar days. If, at any time the contractor fails to meet or correct problems, involving safety, product quality or equipment, the City retains the right to cancel the contract. In the event of cancellation, the City may purchase in such a manner as the Purchasing Agent may deem appropriate from the next lowest bidder meeting specifications, and Brenntag Mid-South will be liable for excess costs incurred.

   2.4 All pricing must include shipping costs* and the waiving of all cylinder, drum, and carboy deposits.

   2.5 All chemicals must be priced by the pound (as applicable on a dry weight or wet 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.) Pricing given excluding freight will be considered non-compliant and the bid will be rejected.

   2.6 Companies delivering and unloading product on City property using their own trucks and/or subcontracting through a contract hauler are subject to the following insurance requirements:

Bonds and Insurance. Brenntag Mid-South must have and maintain, at Brenntag Mid-South'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 Brenntag Mid-South's performance under the contract. The insurance coverage shall include, but need not be limited to, the following coverage's in the amounts specified. Such insurance must indemnify the City to the fullest extent possible under the laws of the State of Missouri.

A. General Liability Insurance with a company licensed to do business in the State of Missouri with limits of liability not less than two million five hundred forty five thousand sixty two dollars ($2,545,062.00) 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 five hundred forty five thousand sixty two dollars ($2,545,062.00) 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. Brenntag Mid-South will require all Sub-Service Providers to provide and maintain like insurance as set forth above unless Brenntag Mid-South'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 contract.

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

G. Notwithstanding any other provision of the contract to the contrary, no insurance procured by Brenntag Mid-South 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 Alderman, salaried officers or employees, nor constitute waiver of any available defense. Brenntag Mid-South 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 Brenntag Mid-South 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, Missouri Revised Statute as amended from time to time.

I. Insurance Certificates. It is the sole responsibility of Brenntag Mid-South 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 or obligation or liability under the contract documents. Insurance Certificates must be faxed or mailed to the address provided.

2.7 The City agrees to maintain an inventory of cylinders, drums and carboy containers, where applicable, to be returned to Brenntag Mid-South upon request and will assume responsibility for any lost or stolen cylinders.

2.8 Quantities given are estimated usage only and may be more or less depending upon demand. The City will pay only for the actual quantities ordered and received. Prices shall be as specified on the pricing page regardless of actual quantities ordered.

2.10 Current MSDS sheets must be furnished prior to receipt of the first shipment of product awarded in this contract.

Type	Estimated Usage
Chlorine gas in 1 ton cylinder	62,000 lbs.
Chlorine gas in 150# cylinder	8,300 lbs.
Potassium Permangate (330.69# drums)	11,000 lbs.
Granular Chlorine 65% available (100# container)	1,200 lbs.

Exhibit B

PRICING PAGE

Brenntag Mid-South 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.	Chlorine gas in 1-ton cylinder	62,000 lbs.	$ .2665 / lb.
002.	Chlorine gas in 150# cylinder	8,300 lbs.	$ .42 / lb.
008.	Potassium Permangate (330.69# drums)	11,000 lbs.	$ 3.12 / lb.
010.	Granular Chlorine 65% available (100# container)	1,200 lbs.	$ 1.445 / lb.

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL ACCEPTING THE PROPOSAL OF GENERAL CHEMICAL PERFORMANCE PRODUCTS, LLC PERTAINING TO THE PURCHASE OF CHEMICALS USED IN THE WATER AND WASTEWATER TREATMENT FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

FIRST READING: **NOVEMBER 7, 2011** **FINAL READING:** **NOVEMBER 22, 2011**

INITIATED BY: **UTILITIES DEPARTMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

STAFF REPORT:

See previous Staff Report.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: 620-4420-570.40-15 and 620-4320-570.40-15

ATTACHED INFORMATION:

BILL NO. 4007 **ORDINANCE NO. _____**

AN ORDINANCE ACCEPTING THE PROPOSAL OF GENERAL CHEMICAL PERFORMANCE PRODUCTS, LLC PERTAINING TO THE PURCHASE OF CHEMICALS USED IN THE WATER AND WASTEWATER TREATMENT FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson advertised for proposals for bids for chemicals used in the water and wastewater treatment facilities for the City of Branson; and

WHEREAS, of the proposals which were received, General Chemical Performance Products, 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: That the Board of Aldermen hereby accepts the proposal of General Chemical Performance Products, LLC pertaining to the purchase of aluminum sulfate and water treatment coagulant Hyperion 1090 used in the water and wastewater treatment facilities for the amount listed in the scope of work included in the contract attached hereto as Exhibit "1" and authorizes the Mayor to execute the same.

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

Read this first time on _____ day of _____, 2011.

Read this second time, passed, and truly agreed to by the Board of Aldermen of the City of Branson, Missouri, on this _____ day of _____, 2011.

_____
Raeanne Presley
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
William T. Duston
City Attorney

CITY OF BRANSON, MISSOURI
PURCHASE OF COMMODITIES CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, 2011, by and between the City of Branson, Missouri (the "City") and **General Chemical Performance Products LLC** ("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/Wastewater Treatment Chemicals from a date beginning January 1, 2012 and ending December 31, 2012.**

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 Sixty Eight Thousand Dollars ($168,000.00).**

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: **various locations in Branson, MO.**

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. Service Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work to be performed under this contract. The Service Provider further covenants that in the performance of this contract no person having such interest shall be employed.

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

A. General Liability Insurance with a company licensed to do business in the State of Missouri with limits of liability not less than two million five hundred forty-five thousand sixty two dollars ($2,545,062.00) 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 five hundred forty-five thousand sixty two dollars ($2,545,062.00) per occurrence for personal injuries (including death). The City of Branson must be named as an additional insured.

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

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.

G. 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. **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.

18. **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.

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.

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

Seller: GENERAL CHEMICAL PERFORMANCE PRODUCTS, LLC

By: _____

Name: PARUL KACHHIA-PATEL, MARKETING SPECIALIST

Address: 90 EAST HALSEY ROAD
PARSIPPANY, NJ 07054

Phone: 800-631-8050

Fax: 973-515-4461

Tax ID: 74-3104940

City of Branson, Missouri

By: _____
Raeanne Presley
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
William T. Duston
City Attorney

Exhibit "A"

General Chemical Corp.
90 East Halsey Road
Parsippany, NJ 07054

SCOPE OF WORK

1. General Chemical Corporation agrees to provide water/wastewater treatment chemicals for the period of January 1, 2012 through December 31, 2012 prices must remain firm through the contract period.

2. General Requirements:

   2.1 All gases and chemicals must be of acceptable quality.

   2.2 General Chemical Corporation agrees to supply cylinders and containers that show evidence of a high standard of maintenance. Cylinders and containers will not show excessive rust, corrosion, scaling, or deterioration. Valves will open without undue pressure. Unused lead gaskets will be supplied with all chlorine and sulfur dioxide cylinders. General Chemical Corporation agrees to pick up, immediately, at no additional cost to the City, any chlorine and sulfur dioxide cylinders requiring the use of a repair kit. A replacement repair kit must be returned to the City within three (3) calendar days. If, at any time the contractor fails to meet or correct problems, involving safety, product quality or equipment, the City retains the right to cancel the contract. In the event of cancellation, the City may purchase in such a manner as the Purchasing Agent may deem appropriate from the next lowest bidder meeting specifications, and the General Chemical Corporation will be liable for excess costs incurred.

   2.3 Samples will be taken from each individual load of liquid aluminum sulfate and water treatment coagulants upon delivery. Any sample taken which indicates solids separation of the product will result in **immediate rejection** of the load. General Chemical Corporation 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.

   2.4 All pricing must include shipping costs* and the waiving of all cylinder, drum, and carboy deposits.

   2.5 All chemicals must be priced by the pound (as applicable on a dry weight or wet 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.)

2.6 Companies delivering and unloading product on City property using their own trucks and/or subcontracting through a contract hauler are subject to the following insurance requirements:

Bonds and Insurance. General Chemical Corporation must have and maintain, at General Chemical Corporation'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 General Chemical Corporation's performance under the contract. The insurance coverage shall include, but need not be limited to, the following coverage's in the amounts specified. Such insurance must indemnify the City to the fullest extent possible under the laws of the State of Missouri.

A. General Liability Insurance with a company licensed to do business in the State of Missouri with limits of liability not less than two million five hundred forty five thousand sixty two dollars ($2,545,062.00) 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 five hundred forty five thousand sixty two dollars ($2,545,062.00) 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. General Chemical Corporation will require all Sub-Service Providers to provide and maintain like insurance as set forth above unless General Chemical Corporation'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 contract.

F. General Chemical Corporation understands and agrees that the insurance required under the terms of the contract in no way precludes General Chemical Corporation from carrying such other insurance as may be deemed necessary by General Chemical Corporation for the operation of the General Chemical

Corporations business or for the benefit of General Chemical Corporations employees.

G. Notwithstanding any other provision of the contract to the contrary, no insurance procured by General Chemical Corporation 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 Alderman, salaried officers or employees, nor constitute waiver of any available defense. General Chemical Corporation 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 General Chemical Corporation 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, Missouri Revised Statute as amended from time to time.

I. Insurance Certificates. It is the sole responsibility of General Chemical Corporation 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 or obligation or liability under the contract documents. Insurance Certificates must be faxed or mailed to the address provided.

2.7 The City agrees to maintain an inventory of cylinders, drums and carboy containers, where applicable, to be returned to General Chemical Corporation upon request and will assume responsibility for any lost or stolen cylinders.

2.8 Quantities given are estimated usage only and may be more or less depending upon demand. The City will pay only for the actual quantities ordered and received. Prices shall be as specified on the pricing page regardless of actual quantities ordered.

2.10 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)**	520,000 lbs.
Water Treatment Coagulant (Liquid Bulk) Hyperion 1090 **(Pricing must be on wet weight basis)**	190,000 lbs.

Exhibit "B"

PRICING PAGE

General Chemical Corporation 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
004.	Aluminum Sulfate 17% (Liquid) Bulk **(Pricing must be on dry weight basis)**	520,000 lbs.	$ .2074 / lb. **(Dry Wt. Basis)**
011.	Water Treatment Coagulant (Liquid Bulk) Hyperion 1090 **(Pricing must be on wet weight basis)**	190,000 lbs.	$ .304 / lb. **(Wet Wt. Basis)**

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL ACCEPTING THE PROPOSAL OF POLYDYNE, INC. PERTAINING TO THE PURCHASE OF CHEMICALS USED IN THE WASTEWATER TREATMENT FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

FIRST READING: **NOVEMBER 7, 2011** **FINAL READING:** **NOVEMBER 22, 2011**

INITIATED BY: **UTILITIES DEPARTMENT** MR

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

STAFF REPORT:

See previous Staff Report.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: 620-4420-570.40-15 and 620-4320-570.40-15

ATTACHED INFORMATION:

BILL NO. 4008 **ORDINANCE NO. _____**

AN ORDINANCE ACCEPTING THE PROPOSAL OF POLYDYNE, INC. PERTAINING TO THE PURCHASE OF CHEMICALS USED IN THE WASTEWATER TREATMENT FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson advertised for proposals for bids for chemicals used in the wastewater treatment facilities for the City of Branson; and

WHEREAS, of the proposals which were received, Polydyne, Inc. has been recommended for approval by staff; and

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

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

Section 1: That the Board of Aldermen hereby accepting the proposal of Polydyne, Inc. pertaining to the purchase of Emulsified Polymer used in the wastewater treatment facilities for the amount listed in the scope of work included in the contract attached hereto as Exhibit "1" and authorizes the Mayor to execute the same.

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

Read this first time on _____ day of _____, 2011.

Read this second time, passed, and truly agreed to by the Board of Aldermen of the City of Branson, Missouri, on this _____ day of _____, 2011.

_____
Raeanne Presley
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
William T. Duston
City Attorney

CITY OF BRANSON, MISSOURI
PURCHASE OF COMMODITIES CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, 2011, by and between the City of Branson, Missouri (the "City") and **Polydyne, 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): **Water/Wastewater Treatment Chemicals from a date beginning January 1, 2012 and ending December 31, 2012.**

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 **FifteenThousand Five Hundred Dollars ($15,500.00).**

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: **various locations in Branson, MO.**

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. Service Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work to be performed under this contract. The Service Provider further covenants that in the performance of this contract no person having such interest shall be employed.

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

A. General Liability Insurance with a company licensed to do business in the State of Missouri with limits of liability not less than two million five hundred forty-five thousand sixty two dollars ($2,545,062.00) 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 five hundred forty-five thousand sixty two dollars ($2,545,062.00) per occurrence for personal injuries (including death). The City of Branson must be named as an additional insured.

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

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.

G. 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. **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.

18. **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.

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.

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

Seller:

By:_____
Name: James R. Carlson, Vice-President
Address: 1 Chemical Plant Rd.
Riceboro, GA 31323
Phone: (912) 880-2035
Fax: (912) 880-2078

Tax ID: 34-1810283

ATTEST:

_____
Lisa K Westfall
City Clerk

City of Branson, Missouri

By:_____
Raeanne Presley
Mayor

APPROVED AS TO FORM:

_____
William T. Duston
City Attorney

Polydyne, Inc.
PO Box 279
Riceboro, GA 31323

SCOPE OF WORK

1. Polydyne, Inc. agrees to provide water/wastewater treatment chemicals for the period of January 1, 2012 through December 31, 2012 prices must remain firm through the contract period.

2. General Requirements:

   2.1 All gases and chemicals must be of acceptable quality.

   2.2 Polydyne, Inc. agrees to supply cylinders and containers that show evidence of a high standard of maintenance. Cylinders and containers will not show excessive rust, corrosion, scaling, or deterioration. Valves will open without undue pressure. Unused lead gaskets will be supplied with all chlorine and sulfur dioxide cylinders. Polydyne, Inc. agrees to pick up, immediately, at no additional cost to the City, any chlorine and sulfur dioxide cylinders requiring the use of a repair kit. A replacement repair kit must be returned to the City within three (3) calendar days. If, at any time Polydyne, Inc. fails to meet or correct problems, involving safety, product quality or equipment, the City retains the right to cancel the contract. In the event of cancellation, the City may purchase in such a manner as the Purchasing Agent may deem appropriate from the next lowest bidder meeting specifications, and Polydyne, Inc. will be liable for excess costs incurred.

   2.4 All pricing must include shipping costs* and the waiving of all cylinder, drum, and carboy deposits.

   2.5 All chemicals must be priced by the pound (as applicable on a dry weight or wet 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.) Pricing given excluding freight will be considered non-compliant and the bid will be rejected.

   2.6 Companies delivering and unloading product on City property using their own trucks and/or subcontracting through a contract hauler are subject to the following insurance requirements:

   Bonds and Insurance. Polydyne, Inc. must have and maintain, at Polydyne, Incorporated'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 Polydyne, Incorporated's performance under the contract. The insurance coverage shall include, but need not be limited to, the following coverage's in the amounts specified. Such insurance must indemnify the City to the fullest extent possible under the laws of the State of Missouri.

A. General Liability Insurance with a company licensed to do business in the State of Missouri with limits of liability not less than two million five hundred forty five thousand sixty two dollars ($2,545,062.00) per occurrence for personal injuries (including death) and property damage. The City of Branson must be named as an additional insured.

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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. Polydyne, Inc. will require all Sub-Service Providers to provide and maintain like insurance as set forth above unless the Polydyne, Incorporated'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 contract.

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

G. Notwithstanding any other provision of the contract to the contrary, no insurance procured by Polydyne, Inc. 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 Alderman, salaried officers or employees, nor constitute waiver of any available defense. Polydyne, Inc. 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 Polydyne, Inc. 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, Missouri Revised Statute as amended from time to time.

I. Insurance Certificates. It is the sole responsibility of Polydyne, Inc. 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 or obligation or liability under the contract documents. Insurance Certificates must be faxed or mailed to the address provided.

2.7 The City agrees to maintain an inventory of cylinders, drums and carboy containers, where applicable, to be returned to Polydyne, Inc. upon request and will assume responsibility for any lost or stolen cylinders.

2.8 Quantities given are estimated usage only and may be more or less depending upon demand. The City will pay only for the actual quantities ordered and received. Prices shall be as specified on the pricing page regardless of actual quantities ordered.

2.10 Current MSDS sheets must be furnished prior to receipt of the first shipment of product awarded in this contract.

Type	Estimated Usage
Emulsified Polymer – Clarifloc CE-877 in 55gallon drums or approved equal through field testing by City personnel prior to bid opening.	11,000 lbs

Exhibit "B"

PRICING PAGE

Polydyne, Inc. provided pricing information as specified below to provide chemicals as specified in accordance with the terms and conditions of this contract.

	Type	Estimated Usage	Unit Price
005.	Emulsified Polymer - Clarifloc CE-877 in 55 gallon drums **(Pricing must be on wet weight basis)**	11,000 lbs.	$ 1.40 / lb. **(Wet Wt. Basis)**

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL ACCEPTING THE PROPOSAL OF HAWKINS, INC. PERTAINING TO THE PURCHASE OF CHEMICALS USED IN THE WATER AND WASTEWATER TREATMENT FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

FIRST READING: **NOVEMBER 7, 2011** **FINAL READING:** **NOVEMBER 22, 2011**

INITIATED BY: **UTILITIES DEPARTMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

STAFF REPORT:

See previous Staff Report.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: 620-4420-570.40-15 and 620-4320-570.40-15

ATTACHED INFORMATION:

BILL NO. 4009 **ORDINANCE NO. _____**

AN ORDINANCE ACCEPTING THE PROPOSAL OF HAWKINS, INC. PERTAINING TO THE PURCHASE OF CHEMICALS USED IN THE WATER AND WASTEWATER TREATMENT FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson advertised for proposals for bids for chemicals used in the water and wastewater treatment facilities for the City of Branson; and

WHEREAS, of the proposals which were received, Hawkins, Inc. has been recommended for approval by staff; and

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

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

Section 1: That the Board of Aldermen hereby accepting the proposal of Hawkins, Inc. for the purchase of bulk fluoride, fluoride 150 lb, and liquid bleach 12.5% used in the water and wastewater treatment facilities for the amount listed in the scope of work included in the contract attached hereto as Exhibit "1" and authorizes the Mayor to execute the same.

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

Read this first time on _____ day of _____, 2011.

Read this second time, passed, and truly agreed to by the Board of Aldermen of the City of Branson, Missouri, on this _____ day of _____, 2011.

_____
Raeanne Presley
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
William T. Duston
City Attorney

CITY OF BRANSON, MISSOURI
PURCHASE OF COMMODITIES CONTRACT

THIS AGREEMENT made and entered into this 26th day of October, 2011, 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): **Water/Wastewater Treatment Chemicals from a date beginning January 1, 2012 and ending December 31, 2012.**

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 Six Thousand Five Hundred Dollars ($26,500.00).**

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: **various locations in Branson, MO.**

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. Service Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work to be performed under this contract. The Service Provider further covenants that in the performance of this contract no person having such interest shall be employed.

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

A. General Liability Insurance with a company licensed to do business in the State of Missouri with limits of liability not less than two million five hundred forty-five thousand sixty two dollars ($2,545,062.00) per occurrence for personal injuries (including death) and property damage. The City of Branson must be named as an additional insured.

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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.

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☐ ____ 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.

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.

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

Seller:

By: Hawkins Inc.
Name: John Troy Blake
Address: 6614 Old Harrison Ln.
Ft. Smith AR. 72916
Phone: 479-648-9900
Fax: 479-648-9903

Tax ID: 41-0771293

City of Branson, Missouri

By: _____
Raeanne Presley
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
William T. Duston
City Attorney

Exhibit "A"

Hawkins, Inc.
6614 Old Harrison Lane
Fort Smith, AR 72916

SCOPE OF WORK

1. Hawkins Incorporated agrees to provide water/wastewater treatment chemicals for the period of January 1, 2012 through December 31, 2012 prices must remain firm through the contract period.

2. General Requirements:

   2.1 All gases and chemicals must be of acceptable quality.

   2.2 Hawkins Incorporated agrees to supply cylinders and containers that show evidence of a high standard of maintenance. Cylinders and containers will not show excessive rust, corrosion, scaling, or deterioration. Valves will open without undue pressure. Unused lead gaskets will be supplied with all chlorine and sulfur dioxide cylinders. Hawkins Incorporated agrees to pick up, immediately, at no additional cost to the City, any chlorine and sulfur dioxide cylinders requiring the use of a repair kit. A replacement repair kit must be returned to the City within three (3) calendar days. If, at any time the contractor fails to meet or correct problems, involving safety, product quality or equipment, the City retains the right to cancel the contract. In the event of cancellation, the City may purchase in such a manner as the Purchasing Agent may deem appropriate from the next lowest bidder meeting specifications, and Hawkins Incorporated will be liable for excess costs incurred.

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   2.5 All chemicals must be priced by the pound (as applicable on a dry weight or wet 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.) Pricing given excluding freight will be considered non-compliant and the bid will be rejected.

   2.6 Companies delivering and unloading product on City property using their own trucks and/or subcontracting through a contract hauler are subject to the following insurance requirements:

   Bonds and Insurance. Hawkins Incorporated must have and maintain, at Hawkins Incorporated'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 Hawkins Incorporated's performance under the 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.

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

G. Notwithstanding any other provision of the contract to the contrary, no insurance procured by Hawkins Incorporated 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 Alderman, salaried officers or employees, nor constitute waiver of any available defense. Hawkins Incorporated 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 Hawkins Incorporated 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, Missouri Revised Statute as amended from time to time.

I. Insurance Certificates. It is the sole responsibility of Hawkins Incorporated 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 or obligation or liability under the contract documents. Insurance Certificates must be faxed or mailed to the address provided.

2.7 The City agrees to maintain an inventory of cylinders, drums and carboy containers, where applicable, to be returned to Hawkins Incorporated upon request and will assume responsibility for any lost or stolen cylinders.

2.8 Quantities given are estimated usage only and may be more or less depending upon demand. The City will pay only for the actual quantities ordered and received. Prices shall be as specified on the pricing page regardless of actual quantities ordered.

2.10 Current MSDS sheets must be furnished prior to receipt of the first shipment of product awarded in this contract.

Type	Estimated Usage
Hydrofluosilicic Acid 23% (150# Carboys Liquid) **(Pricing must be on wet weight basis)**	18,000 lbs.
Hydrofluosilicic Acid 23% (Liquid Bulk) in 1,000 gal. shipments **(Pricing must be on wet weight basis)**	45,000 lbs.
Liquid Chlorine Bleach 12.5% (15 gallon Carboys Liquid)	500 gal.

Exhibit "B"

PRICING PAGE

Hawkins Incorporated 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
006.	Hydrofluosilicic Acid 23% (150# Carboys Liquid) **(Pricing must be on wet weight basis)**	18,000 lbs.	$ .405 / lb. **(Wet Wt. Basis)**
007.	Hydrofluosilicic Acid 23% (Liquid Bulk) 1,000 gallon shipments **(Pricing must be on wet weight basis)**	45,000 lbs.	$ .398 / lb. **(Wet Wt. Basis)**
009.	Liquid Chlorine Bleach 12.5% (15 gallon Carboys Liquid)	500 gal.	$ 2.20 / gal.

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL ACCEPTING THE PROPOSAL OF JCI INDUSTRIES, INC TO REBUILD THREE RETURN ACTIVATED SLUDGE PUMP ASSEMBLIES AT THE COOPER CREEK WASTEWATER TREATMENT PLANT FOR THE UTILITIES DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

FIRST READING: **NOVEMBER 7, 2011** **FINAL READING:** **NOVEMBER 22, 2011**

INITIATED BY: **UTILITIES DEPARTMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

STAFF REPORT:

Four bids were received October 12, 2011 to rebuild three (3) Return Activated Sludge pump assemblies at the Cooper Creek Wastewater Treatment Plant for the Utilities Department. This pump rebuild is a part of the departments regular maintenance schedule. Bid results are as follows:

Bidder	
JCI Industries, Inc.	$15,569.01
Fairbanks Morse Pump	$16,125.00
Mid-America Pump	$17,241.00
Pioneer Industrial Corporation	$29,835.00

Bid award is recommended to JCI Industries, Inc. as the low bidder meeting specifications for this service. Bid award is recommended to JCI Industries, Inc. Funds are available to cover this expense.

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. 4010 **ORDINANCE NO. _____**

AN ORDINANCE ACCEPTING THE PROPOSAL OF JCI INDUSTRIES, INC. TO REBUILD THREE RETURN ACTIVATED SLUDGE PUMP ASSEMBLIES AT THE COOPER CREEK WASTEWATER TREATMENT PLANT FOR THE UTILITIES DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson advertised for proposals for bids to rebuild three Return Activated Sludge pump assemblies at the Cooper Creek Wastewater Treatment Plant; and

WHEREAS, of the proposals which were received, JCI Industries, Inc. has been recommended for approval by staff; and

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

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

Section 1: The Board of Aldermen hereby accepts the proposal of JCI Industries, Inc. to rebuild three Return Activated Sludge pump assemblies at the Cooper Creek Wastewater Treatment Plant in the amount of $15,569.01 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 _____, 2011.

Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this _____day of _____, 2011.

_____
Raeanne Presley
Mayor

ATTEST:

_____
Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

_____
William T. Duston
City Attorney

CITY OF BRANSON, MISSOURI
PURCHASE OF COMMODITIES CONTRACT

THIS AGREEMENT made and entered into this 21ST day of OCTOBER, 2011, by and between the City of Branson, Missouri (the "City") and **JCI Industries, 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): **Repairing of three (3) Return Activated Sludge pump assemblies at Cooper Creek Wastewater Treatment Plant, from a date beginning with the execution of this contract and ending December 31, 2011.**

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 **Fifteen Thousand Five Hundred Sixty Nine Dollars and one cent ($15,569.01).**

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 Rd., 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: _____
Name: MIKE BOCATO
Address: 1161 SE HAMBLEN RD
LEE'S SUMMIT, MO 64081
Phone: 816-525-3320
Fax: 816-525-5881

Tax ID: 43-1080077

ATTEST:

_____
Lisa K Westfall
City Clerk

City of Branson, Missouri

By: _____
Raeanne Presley
Mayor

APPROVED AS TO FORM:

_____
William T. Duston
City Attorney

Exhibit "A"

JCI Industries
1161 S.E. Hamblen Rd.
Lees Summit, MO 64081

SCOPE OF WORK

1. JCI Industries agrees to repair three (3) (RAS) (Return Activated Sludge) pump assemblies at the Cooper Creek Wastewater Treatment Plant in accordance with the following general requirements.

   Pumps = Flowserve (Worthington)
   Model 4MFC13-FR5A
   S/N 96-B092872-01
   GPM - 1750
   Driver – 15 h.p.
   TDH/FT – 20 FT
   RPM - 900

   General Requirements:

2. Essential Duties and Responsibility

   a.) Pick-up and deliver pumps to repair facility

If equipment is repairable the following is an outline of the work to be performed and should not be considered all inclusive but used only as a guide.

NOTE any equipment replaced must be comparable to existing equipment, performance and physical specifications should be furnished for evaluation.

   b.) The following components to be replaced at reassembly; bearings, packing assembly, O-rings, lip seals, lantern rings, gaskets.

   c.) Replace the following manufactured parts: shaft sleeve, impeller ring, case ring.

   d.) Other work: balance impeller.

   e.) Assemble, test operation and paint.

   f.) Deliver to customer location.

   g.) Warranty: JCI Industries warrants that, upon completion of the work, that materials and labor will be and will remain 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, JCI Industries shall, at his sole expense, repair, replace or otherwise correct such defective workmanship or materials. JCI Industries shall not be liable for consequential damages and JCI Industries liability shall be limited to repair, replacement or correcting of defective workmanship or materials. JCI Industries shall have no responsibility with respect to workmanship or other defects caused by structural failure, or any other causes beyond the contractor's control.

h.) All parts installation and assembly work performed must be to manufacturers specifications to assure proper pump operation.

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

4. Subcontracting: JCI Industries must function as the single point of responsibility for the City, regardless of any subcontractor arrangements for all services provided. JCI Industries 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

JCI Industries provided pricing information as specified below to provide pump repair or replacement and installation in accordance with the terms and conditions of the contract.

001.	Repair cost, pump, and packing, assemble and test.	$ 5,189.67 each

Branson Board of Aldermen
Staff Report and Recommendation

ITEM/SUBJECT: **READING OF A BILL ACCEPTING THE PROPOSAL OF AUTOMATED CONTROL SOLUTIONS FOR A PROGRAMMABLE LOGIC CONTROLLER MAINTENANCE CONTRACT FOR MONITORING SYSTEM COMPUTERS AND RADIOS FOR THE UTILITIES DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

FIRST READING: **NOVEMBER 7, 2011** **FINAL READING:** **NOVEMBER 22, 2011**

INITIATED BY: **UTILITIES DEPARTMENT**

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.

STAFF REPORT:

Bids were solicited from seven vendors and one bid was received September 13, 2011 for programming, maintenance and repair of the monitoring system programmable logic controllers (PLC), computers, communication radios and related monitoring components used in the water and sewer treatment facilities and sewer lift stations. Bid results are as follows:

Bidder	Regular Hourly Rate	After Hour Rate
Automated Control Solutions	$99.00	$140.00

Automated Control Solutions of Forsyth, Missouri, currently is providing this service to the City of Branson. Estimated costs are not to exceed $29,000.00 for this service contract. Bid award is recommended to Automated Control Solutions. Funds are available to cover this expense.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: 620-4320/620-4415/620-4420 (570.20-16)

ATTACHED INFORMATION:

BILL NO. 4011 **ORDINANCE NO. _____**

AN ORDINANCE ACCEPTING THE PROPOSAL OF AUTOMATED CONTROL SOLUTIONS FOR A PROGRAMMABLE LOGIC CONTROLLER MAINTENANCE CONTRACT FOR MONITORING SYSTEM COMPUTERS AND RADIOS FOR THE UTILITIES DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson advertised for proposals for bids for a programmable logic controller maintenance contract for monitoring system computers and radios; and

WHEREAS, of the proposals which were received, Automated Control Solutions 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 Automated Control Solutions for a programmable logic controller maintenance contract for monitoring system computers and radios in the amount not to exceed $29,000.00 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 _____, 2011.

Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this _____day of _____, 2011.

_____
Raeanne Presley
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 _____, 2011, by and between the City of Branson, Missouri (the "City") and **Automated Control Solutions 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 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, 2012.**

6. **Costs not to Exceed**. The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract which cannot be exceeded unless this contract is amended. The Service Provider providing work hereunder

shall be required to keep track of the amount of work performed under this contract at all times; and any work, materials, supplies or expenses in excess of the fixed sum shall not be eligible for payment. The Service Provider shall notify the City if Service Provider anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Service Provider shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing.

7. **Payment**.

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

B. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Twenty Nine Thousand Dollars ($29,000.00).**

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

A. General Liability Insurance with a company licensed to do business in the State of Missouri with limits of liability not less than two million five hundred forty five thousand sixty-two dollars ($2,545,062.00) 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 five hundred forty five thousand sixty-two dollars ($2,545,062.00) 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. 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.

J. 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. 18 for current wage rates.) The contractor will forfeit the penalty to the City of Branson of $100 per day (or portion of a day) if a worker is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

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

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

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

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

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

23. **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: Automated Control Solutions

Name: Tom Snyder

Address: 3135 State Hwy Y
Forsyth, Mo 65653

Phone: 417-339-7202

Fax: 417-546-6240

Tax ID: 43-1902785

CITY OF BRANSON, MISSOURI

Raeanne Presley
Mayor

ATTEST:

Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

William T. Duston
City Attorney

Exhibit "A"

Automated Control Solutions
3135 State Hwy Y
Forsyth, MO 65653

SCOPE OF WORK

1. Automated Control Solutions agrees to be readily available to provide maintenance, repair, necessary upgrades, and installations on the City's SCADA (Supervision Control and Data Acquisition) system. Prices must remain firm for the period beginning January 1, 2012 through December 31, 2012.

2. Minimum Qualifications:

   2.1 Automated Control Solutions must be proficient in Allen-Bradley PLC (programmable logic controller) hardware and have the ability to read, write, and rewrite ladder logic programming for the same.

   2.2 Automated Control Solutions must also be able to setup and maintain all types of communications for the PLC SCADA (Supervision Control and Data Acquisition) network.

   2.3 Automated Control Solutions must possess a high skill level in developing and maintaining Wonderware MMI software and its drivers.

   2.4 Automated Control Solutions will also understand and be able to troubleshoot PC systems and Windows operating systems.

3. Response Time:

   3.1 Automated Control Solutions shall respond to requests for emergency calls within four (4) hours after notification. For the purpose of this contract, an emergency is defined as any condition(s), which is a threat to health, welfare or the safety of people and/or property, or a condition that will affect an essential service(s) as determined by the Supervisor or his authorized representative(s). Automated Control Solutions shall provide the City with a twenty-four (24) hour emergency contact phone number.

   3.2 Regular service charges shall be used for work performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, excluding City recognized holidays. All work requested outside of these times shall be considered after hour's service and shall be charged at the rate specified in the bid.

4. Safety:

   4.1 Automated Control Solutions and subcontractors performing service for the City are required and shall comply with all Occupational Safety and Health Administration

(OSHA), State and County regulations and any other applicable rules and regulations. Automated Control Solutions 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.

4.2 Automated Control Solutions shall be responsible for any damage to any equipment as a result of improper use, installation or handling. Automated Control Solutions shall replace or repair said equipment at no additional cost to the City.

5. Prices:

5.1 Prices quoted for service shall include all labor cost, insurance, overhead, profit, mobilization, travel time, mileage, and exclude taxes. Labor prices quoted must be firm for the described term of the contract.

5.2 A written, cost not to exceed, quotation for labor will be required from Automated Control Solutions for each job (project) to be performed under this contract, excluding emergency situations, by the applicable hourly rate times the number of estimated hours to complete the job.

5.3 Automated Control Solutions shall provide a separate written, cost not to exceed, quotation for parts and materials needed to complete each job (project). The City will evaluate the materials pricing and reserves the right to purchase the parts and materials separately if it is in the best interest of the City.

5.4 All repairs, replacements, and maintenance must be agreed upon by authorized City personnel before work begins.

6. Invoicing:

6.1 The City agrees to pay Automated Control Solutions in arrears according to the rates set forth on the pricing page. Payments will be paid by the City based upon an itemized statement of services furnished by Automated Control Solutions and subject to approval by the requesting department that Automated Control Solutions fully performed the work satisfactorily.

7. Prevailing Wages: It is agreed that all labor utilized in the installation of this project shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. (Please see annual wage order no. 18 for current wage rates.)

8. Subcontracting: Automated Control Solutions must function as the single point of responsibility for the City, regardless of any subcontractor arrangements for all services provided. Automated Control Solutions 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

Automated Control Solutions provided pricing information as specified below to provide PLC maintenance in accordance with the terms and conditions of the contract.

001.	Cost for maintenance during regular hours	$ 99.00 / hr
002.	Cost for maintenance after regular hours	$ 140.00 / hr

PREPARED 09/22/2011 16:09:48
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 09222011 BRSNSLM
VOUCHER SELECTION CRITERIA
Voucher/discount due date 09/22/2011
Bank code . . . . . 01 OZARK MOUNTAIN BANK VENDOR
REPORT SEQUENCE OPTIONS:
Vendor . . . . . X One vendor per page? (Y,N) . . . . . N
Bank/Vendor . . . . . One vendor per page? (Y,N) . . . . . N
Fund/Dept/Div . . . . .
Fund/Dept/Div/Element/Obj
Proj/Fund/Dept/Div/Elm/Obj
This report is by: Vendor
Process by bank code? (Y,N) . . . . . Y
Print reports in vendor name sequence? (Y,N) . . Y
Calendar year for 1099 withholding 2011
Disbursement year/per 2011/09
Check date 09/22/2011

09/20

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002614	00	GILMORE & BELL, P.C.							
14383		006202		01	09/22/2011	144-5010-510.20-99	LEGAL SERVICES/INDUSTRIAL	7,000.00	
							VENDOR TOTAL *	7,000.00	
							TOTAL EXPENDITURES ****	7,000.00	
							GRAND TOTAL **********		7,000.00

PREPARED 09/23/2011 8:13:14
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 09232011 BRSNSLM
VOUCHER SELECTION CRITERIA
Voucher/discount due date 10/07/2011
Bank code . . . . . 01 OZARK MOUNTAIN BANK VENDOR
REPORT SEQUENCE OPTIONS:
Vendor . . . . . X One vendor per page? (Y,N) . . . . . N
Bank/Vendor . . . . . One vendor per page? (Y,N) . . . . . N
Fund/Dept/Div . . . . .
Fund/Dept/Div/Element/Obj
Proj/Fund/Dept/Div/Elm/Obj
This report is by: Vendor
Process by bank code? (Y,N) . . . . . Y
Print reports in vendor name sequence? (Y,N) . . Y
Calendar year for 1099 withholding 2011
Disbursement year/per 2011/09
Check date 09/23/2011

9/26

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001011	00	AFLAC							
031213		006203		01	09/22/2011	501-0000-201.10-30	SEPT 2011 INVOICE	4,734.42	
							VENDOR TOTAL *	4,734.42	
0002792	00	AIRGAS MID-SOUTH, INC							
106411924		PI3154	027731	01	08/31/2011	105-4121-530.40-13	SAFETY GLASSES/IVY CLEANS	32.52	
106411925		PI3155	027731	01	08/31/2011	105-4121-530.40-13	SAFETY GLASSES	5.60	
106411926		PI3156	027731	01	08/31/2011	620-4310-570.40-13	SAFETY GLASSES	25.92	
106411926		PI3157	027731	01	08/31/2011	620-4410-570.40-13	SAFETY GLASSES	25.92	
							VENDOR TOTAL *	89.96	
0004661	00	BENNETT, MICHAEL R.							
09192011-E		006200		01	09/22/2011	230-1553-540.20-13	ADULT SOFTBALL UMPIRES	64.00	
							VENDOR TOTAL *	64.00	
8888888	00	BOUSHEHRI, SHAWN							
000036103		UT		01	09/19/2011	620-0000-202.11-05	FINAL BILL REFUND	24.86	
							VENDOR TOTAL *	24.86	
0004931	00	BRANCO ENTERPRISES, INC.							
16		PI3176	026390	01	08/15/2011	143-5010-510.90-11	ENG39 - COMPTON WW TRMT	60,283.10	
							VENDOR TOTAL *	60,283.10	
0000042	00	BRANSON CHAMBER OF COMMERCE							
09162011		PI3198	027605	01	09/16/2011	240-1620-510.20-32	PARTIAL JUNE-SEPT EXP	213,588.37	
							VENDOR TOTAL *	213,588.37	
0000039	00	BRANSON TRI-LAKES DAILY NEWS							
03/02-ISND PRI'		PI3175	027538	01	03/02/2011	101-1014-510.20-45	03/02-ISND PRI'S	34.00	
09/14-COLD MIX		PI3203	027936	01	09/14/2011	105-4121-530.20-45	09/14-COLD MIX ASPHALT	34.00	
09/14-SIGN MTLS		PI3204	027936	01	09/14/2011	105-4121-530.20-45	09/14-SIGN MAKING MATERIA	34.00	
09/14-STONE/HOT		PI3205	027936	01	09/14/2011	105-4121-530.20-45	09/14-STONE/HOT MIX ASPH	34.00	
09/14-THERMOPLA		PI3206	027936	01	09/14/2011	105-4121-530.20-45	09/14-THERMOPLASTIC MRKG	34.00	
09/03-CARBON		PI3202	027936	01	09/03/2011	620-4420-570.20-45	09/03-CARBON	34.00	
							VENDOR TOTAL *	204.00	
0000470	00	BRANSON, CITY OF							
09162011		006193		01	09/22/2011	230-0000-210.10-00	AUG 2011 TOURISM TAX/CMPG	1,494.34	
							VENDOR TOTAL *	1,494.34	
0002402	00	BRENNTAG MID-SOUTH							
BMS083232		PI3161	027470	01	10/13/2011	620-4320-570.40-15	HYDROFLUOSILICIC ACID	1,002.60	
BMS075826		PI3153	027613	01	09/29/2011	620-4420-570.40-15	POT PERMANGANATE FREE	3,224.23	
BMS079247		PI3160	027470	01	10/06/2011	620-4420-570.40-15	CHLORINE/SOD HYPOCHLORITE	970.80	
							VENDOR TOTAL *	5,197.63	
8888888	00	BRICE, ARCHIE C							
000033517		UT		01	09/19/2011	620-0000-202.11-05	FINAL BILL REFUND	5.93	
							VENDOR TOTAL *	5.93	
8888888	00	BURCH, DIXIE							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
8888888	00	BURCH, DIXIE							
000027603		UT		01	09/19/2011	620-0000-202.11-05	FINAL BILL REFUND	29.73	
							VENDOR TOTAL *	29.73	
0004590	00	CLARK, ROGER							
09222011		006189		01	09/22/2011	101-5010-510.20-43	PER DIEM/TRAFFIC SGNL CON	280.50	
							VENDOR TOTAL *	280.50	
0000062	00	CONSULTING ANALYTICAL SERVICES							
30351		PI3199	027733	01	09/16/2011	620-4420-570.20-35	2 - 40CFR 503 LAND APP RG	760.00	
							VENDOR TOTAL *	760.00	
0002237	00	COPY PRODUCTS, INC							
067492		PI3197	027544	01	09/01/2011	620-4500-570.20-55	COPIER/PW	92.00	
							VENDOR TOTAL *	92.00	
0005211	00	COPY PRODUCTS, INC.							
185197142		PI3158	028024	01	08/30/2011	230-1580-540.20-60	COPIER/PARKS - 8/25-9/25	581.85	
							VENDOR TOTAL *	581.85	
8888888	00	CUNNINGHAM, LOIS							
000029267		UT		01	09/19/2011	620-0000-202.11-05	FINAL BILL REFUND	139.84	
							VENDOR TOTAL *	139.84	
0000425	00	CURTIS, LOREN							
09192011-C		006198		01	09/22/2011	230-1553-540.20-13	ADULT SOFTBALL UMPIRES	64.00	
							VENDOR TOTAL *	64.00	
0003157	00	CUSTOM PRODUCTS CORP.							
217592		PI3152	027612	01	08/29/2011	105-4121-530.40-23	SIGN MATERIALS	914.20	
							VENDOR TOTAL *	914.20	
0004970	00	DELONG PLUMBING TWO, INC.							
18985		PI3151	027593	01	08/23/2011	230-1520-540.20-50	COMM CTR/AC REPAIR	112.50	
							VENDOR TOTAL *	112.50	
8888888	00	DIAZ, JUAN C.							
000033533		UT		01	09/19/2011	620-0000-202.11-05	FINAL BILL REFUND	39.84	
							VENDOR TOTAL *	39.84	
8888888	00	EMMONS, JAMES & JUDY							
000015067		UT		01	09/19/2011	620-0000-202.11-05	FINAL BILL REFUND	39.84	
							VENDOR TOTAL *	39.84	
8888888	00	ESSICK, CAROLE							
000026307		UT		01	09/19/2011	620-0000-202.11-05	FINAL BILL REFUND	2.28	
							VENDOR TOTAL *	2.28	
0003935	00	FIRE DEPT SAFETY OFFICERS ASSN.,INC							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003935	00	FIRE DEPT SAFETY OFFICERS ASSN.,INC							
08252011		PI3183	028085	01	08/25/2011	101-3011-520.20-30	MBRSHP-MIKE NOVAK	85.00	
							VENDOR TOTAL *	85.00	
0005229	00	FRANCIS, KEITH A.							
09202011		006191		01	09/22/2011	101-4111-530.20-18	SUSTAINABILITY AWARD	100.00	
							VENDOR TOTAL *	100.00	
8888888	00	GAVRILOVA, ANDREY I.							
000033117		UT		01	09/19/2011	620-0000-202.11-05	FINAL BILL REFUND	12.13	
							VENDOR TOTAL *	12.13	
0004260	00	GREEN, SHARON							
09202011		006192		01	09/22/2011	101-4111-530.20-18	SUSTAINABILITY AWARD	100.00	
							VENDOR TOTAL *	100.00	
8888888	00	HAJKO, RASTISLAV & CINDY S.							
000030191		UT		01	09/19/2011	620-0000-202.11-05	FINAL BILL REFUND	65.23	
							VENDOR TOTAL *	65.23	
8888888	00	HARRIS, BRADY W. & JOANNE							
000028785		UT		01	09/19/2011	620-0000-202.11-05	FINAL BILL REFUND	14.21	
							VENDOR TOTAL *	14.21	
0003954	00	HCW PRIVATE DEVELOPMENT CO LLC.							
08312011		PI3181	027775	01	08/31/2011	101-4142-530.20-50	AUGUST EXPENSES	28,642.05	
							VENDOR TOTAL *	28,642.05	
8888888	00	HENDERSON, JOHN G. & FAY L.							
000031185		UT		01	09/19/2011	620-0000-202.11-05	FINAL BILL REFUND	11.66	
							VENDOR TOTAL *	11.66	
0004920	00	HENRY SCHEIN MATRX MEDICAL							
2373220-01		PI3169	027767	01	09/08/2011	620-4310-570.40-03	2XL GLOVES	30.00	
2373220-01		PI3170	027767	01	09/08/2011	620-4410-570.40-03	2XL GLOVES	30.00	
2373220-01		PI3171	027767	01	09/08/2011	620-4420-570.40-03	2XL GLOVES	60.00	
							VENDOR TOTAL *	120.00	
8888888	00	HOVER - RENTALS, JOHN E.							
000020557		UT		01	09/19/2011	620-0000-202.11-05	FINAL BILL REFUND	40.23	
							VENDOR TOTAL *	40.23	
0005226	00	IMSA SOUTHEASTERN SECTION							
09222011		006190		01	09/22/2011	101-5010-510.20-43	LEVEL 1 EXAM-ROGER CLARK	500.00	
							VENDOR TOTAL *	500.00	
0002627	00	JOHN DEERE LANDSCAPES							
59125222		PI3164	027505	01	10/10/2011	230-1540-540.40-03	POLYPLUS SOP FE	129.40	
							VENDOR TOTAL *	129.40	
8888888	00	JOHNSON, BOBBY							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
8888888	00	JOHNSON, BOBBY							
000035557		UT		01	09/19/2011	620-0000-202.11-05	FINAL BILL REFUND	23.44	
							VENDOR TOTAL *	23.44	
0003217	00	KEE WES EQUIPMENT COMPANY INC							
33299		PI3192	027510	01	10/01/2011	620-4310-570.40-03	MISC SUPPLIES	17.69	
33299		PI3193	027510	01	10/01/2011	620-4320-570.40-03	MISC SUPPLIES	53.34	
33299		PI3194	027510	01	10/01/2011	620-4410-570.40-03	MISC SUPPLIES	17.68	
33299		PI3195	027510	01	10/01/2011	620-4420-570.40-03	MISC SUPPLIES	53.96	
							VENDOR TOTAL *	142.67	
8888888	00	LAWSON, GINGER A							
000033911		UT		01	09/19/2011	620-0000-202.11-05	FINAL BILL REFUND	30.51	
							VENDOR TOTAL *	30.51	
0003827	00	LOGIC, INC							
INV70494		PI3174	028053	01	10/08/2011	620-4320-570.20-59	INET-II 900 ACCESS POINT	3,075.39	
							VENDOR TOTAL *	3,075.39	
8888888	00	MEISTER, RICHARD & SHEILA							
000030563		UT		01	09/19/2011	620-0000-202.11-05	FINAL BILL REFUND	6.83	
							VENDOR TOTAL *	6.83	
0000262	00	MEMCO							
640238		PI3149	027512	01	08/31/2011	230-1580-540.40-03	SOAP/SIMPLE GREEN CLEANER	290.85	
640239		PI3150	027512	01	08/31/2011	230-1580-540.40-03	BODY/HAND SOAP	98.80	
641180		PI3165	027512	01	09/09/2011	230-1580-540.40-03	TISSUE	172.50	
							VENDOR TOTAL *	562.15	
8888888	00	MNC MANAGEMENT							
000025023		UT		01	09/19/2011	620-0000-202.11-05	FINAL BILL REFUND	62.03	
							VENDOR TOTAL *	62.03	
0000274	00	MO ASSOC OF CODE ADMINISTRATORS							
09222011		006186		01	09/22/2011	101-6010-560.20-18	REG/T BONNER & R BRADLEY	475.00	
							VENDOR TOTAL *	475.00	
0004614	00	MO ASSOC. OF CODE ENFORCEMENT							
09082011		006177		01	09/14/2011	101-6010-560.20-18	MACA FALL SEMINAR	CHECK #: 110640	475.00-
							VENDOR TOTAL *	.00	475.00-
0000238	00	MO DEPT OF NATURAL RESOURCES							
09222011		006188		01	09/22/2011	620-4310-570.20-18	DISTRIBUTION SYST EXAM FE	315.00	
							VENDOR TOTAL *	315.00	
0004775	00	MO SEC OF STATE - UCC DIVISION							
09222011		PI3209	028076	01	09/22/2011	101-4111-530.40-01	UCC FILING FEE-WASTE OIL	17.00	
							VENDOR TOTAL *	17.00	
8888888	00	MORRELL, FLORA							

BANK: 01

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
8888888	00	MORRELL, FLORA							
000008069		UT		01	09/19/2011	620-0000-202.11-05	FINAL BILL REFUND	14.84	
							VENDOR TOTAL *	14.84	
0004402	00	MOTLEY LAW FIRM, P.C., THE							
09142011		PI3196	027519	01	09/14/2011	101-1012-510.20-11	JUDGE SERVICES 9/14/11	1,200.00	
							VENDOR TOTAL *	1,200.00	
0002181	00	MPUA(MO PUBLIC UTIL. ALLIANCE)							
09222011		006187		01	09/22/2011	620-4320-570.20-18	MPUA 2011 ANNUAL CONFEREN	175.00	
							VENDOR TOTAL *	175.00	
8888888	00	NEWMAN, DAVID							
000023909		UT		01	09/19/2011	620-0000-202.11-05	FINAL BILL REFUND	33.83	
							VENDOR TOTAL *	33.83	
0003814	00	NILGES, SHAWN M.							
09192011-B		006197		01	09/22/2011	230-1553-540.20-13	ADULT SOFTBALL UMPIRES	64.00	
							VENDOR TOTAL *	64.00	
0005202	00	RJN GROUP, INC.							
01		PI3208	027990	01	09/06/2011	145-5010-510.90-11	SW1102- WASTEWATER IMPRVM	10,900.00	
							VENDOR TOTAL *	10,900.00	
0004959	00	SAM PACK'S FIVE STAR FORD LTD							
229272		PI3200	027873	01	09/13/2011	601-0750-510.90-20	2011 FORD F-250	30,883.00	
							VENDOR TOTAL *	30,883.00	
0004522	00	SKAGGS OCCUPATIONAL HEALTH							
08/18/2011-STWR		PI3180	027483	01	08/18/2011	101-0600-510.20-25	08/18/2011-STOWERS	130.00	
							VENDOR TOTAL *	130.00	
0003167	00	SNOWDEN, BILL R.							
09192011-D		006199		01	09/22/2011	230-1553-540.20-13	ADULT SOFTBALL UMPIRES	160.00	
							VENDOR TOTAL *	160.00	
0004815	00	SOUTHWEST MO COMMUNICATIONS, INC.							
11232		PI3207	027968	01	09/07/2011	101-3011-520.20-55	REPAIR KENWOOD TK-390	208.17	
							VENDOR TOTAL *	208.17	
0005149	00	SWEARENGIN'S SHOP SERVICE							
1819		PI3210	028086	01	09/06/2011	105-4110-530.40-30	STEEL MOUNT HEAD INSERTS	34.90	
							VENDOR TOTAL *	34.90	
0000411	00	TANEY CO RECORDER OF DEEDS							
09202011		006195		01	09/22/2011	101-5010-510.20-38	FEES/ARVEST BANK EASEMENT	30.00	
							VENDOR TOTAL *	30.00	
0000681	00	TRI-LAKES PETROLEUM							

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VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000681	00	TRI-LAKES PETROLEUM							
7/27-8/25 FUEL		PI3184	027475	01	09/15/2011	105-4110-530.40-40	7/27-8/25 FUEL	27,942.28	
7/27-8/25 FUEL		PI3185	027475	01	09/15/2011	620-4310-570.40-40	7/27-8/25 FUEL	2,303.07	
7/27-8/25 FUEL		PI3186	027475	01	09/15/2011	620-4320-570.40-40	7/27-8/25 FUEL	1,740.07	
7/27-8/25 FUEL		PI3187	027475	01	09/15/2011	620-4410-570.40-40	7/27-8/25 FUEL	1,662.72	
7/27-8/25 FUEL		PI3188	027475	01	09/15/2011	620-4415-570.40-40	7/27-8/25 FUEL	1,198.43	
7/27-8/25 FUEL		PI3189	027475	01	09/15/2011	620-4420-570.40-40	7/27-8/25 FUEL	8,827.67	
7/27-8/25 FUEL		PI3190	027475	01	09/15/2011	620-4500-570.40-40	7/27-8/25 FUEL	170.52	
							VENDOR TOTAL *	43,844.76	
0005155	00	UNITED WAY OF THE OZARKS							
09222011		006194		01	09/22/2011	101-0000-207.00-00	TEAM 5/BRSN LANDING	94.00	
							VENDOR TOTAL *	94.00	
0000423	00	WILLIAMS, HENRY (HANK) N							
09192011		006196		01	09/22/2011	230-1553-540.20-13	ADULT SOFTBALL UMPIRES	176.00	
							VENDOR TOTAL *	176.00	
8888888	00	WINDMILL INN / SURREY MGT							
000014113		UT		01	09/09/2011	620-0000-202.11-05	MANUAL DEPOSIT REFUND	3,573.05	
							VENDOR TOTAL *	3,573.05	
0003422	00	WORKING FIRE TRAINING SYSTEMS							
36009		PI3211	028088	01	10/01/2011	101-3011-520.20-30	YR SUBSCRIPTION-M. NOVAK	520.00	
36009		PI3212	028088	01	10/01/2011	101-3011-520.20-30	YR SUBSCRIPTION-M. NOVAK	62.00	
							VENDOR TOTAL *	582.00	
8888888	00	YOST, PATRICIA A.							
000027889		UT		01	09/19/2011	620-0000-202.11-05	FINAL BILL REFUND	35.66	
							VENDOR TOTAL *	35.66	
0005118	00	417 CLEANERS							
09122011		PI3167	027535	01	09/12/2011	101-2022-520.20-74	UNIFORM CLEANING	43.05	
							VENDOR TOTAL *	43.05	
							HAND ISSUED TOTAL ***		475.00-
							TOTAL EXPENDITURES ****	415,455.38	475.00-
						GRAND TOTAL	**********		414,980.38

PREPARED 09/27/2011 15:48:33
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 09272011 BRSNSLM
VOUCHER SELECTION CRITERIA
Voucher/discount due date 09/28/2011
Bank code . . . . . 01 OZARK MOUNTAIN BANK VENDOR
REPORT SEQUENCE OPTIONS:
Vendor . . . . . X One vendor per page? (Y,N) . . . . . N
Bank/Vendor . . . . . One vendor per page? (Y,N) . . . . . N
Fund/Dept/Div . . . . .
Fund/Dept/Div/Element/Obj
Proj/Fund/Dept/Div/Elm/Obj
This report is by: Vendor
Process by bank code? (Y,N) . . . . . Y
Print reports in vendor name sequence? (Y,N) . . Y
Calendar year for 1099 withholding 2011
Disbursement year/per 2011/09
Check date 09/27/2011

9/28

BANK: 01

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001149	00	GUEST SERVICES							
09272011		006214		01	09/27/2011	101-3011-520.20-43	FOOD-PAUL HARKING/CERT CL	130.48	
							VENDOR TOTAL *	130.48	
0002547	00	MO DEVELOPMENT FINANCE BOARD							
09272011		006215		01	09/27/2011	101-1095-510.20-99	REFUNDING BOND-BRSN LNDNG	2,500.00	
							VENDOR TOTAL *	2,500.00	
							TOTAL EXPENDITURES ****	2,630.48	
						GRAND TOTAL	**********		2,630.48

PREPARED 09/29/2011 13:08:34
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 09292011 BRSNSLM
VOUCHER SELECTION CRITERIA
Voucher/discount due date 10/13/2011
Bank code . . . . . 01 OZARK MOUNTAIN BANK VENDOR
REPORT SEQUENCE OPTIONS:
Vendor . . . . . X One vendor per page? (Y,N) . . . . . N
Bank/Vendor . . . . . One vendor per page? (Y,N) . . . . . N
Fund/Dept/Div . . . . .
Fund/Dept/Div/Element/Obj
Proj/Fund/Dept/Div/Elm/Obj
This report is by: Vendor
Process by bank code? (Y,N) . . . . . Y
Print reports in vendor name sequence? (Y,N) . . Y
Calendar year for 1099 withholding 2011
Disbursement year/per 2011/09
Check date 09/29/2011

9/29/11

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005232	00	ABBEY, KAELEE							
09262011-B		006210		01	09/27/2011	230-1558-540.20-13	YOUTH VOLLEYBALL REFEREES	120.00	
							VENDOR TOTAL *	120.00	
0001011	00	AFLAC							
925884ER		006219		01	09/28/2011	501-0000-201.10-30	SEPT 2011 - FLEX FEES	118.80	
							VENDOR TOTAL *	118.80	
0004917	00	AMERICAN ROCK, LLC							
3875		PI3226	027476	01	09/12/2011	620-4310-570.40-21	1" BASE ROCK	45.15	
3884		PI3227	027476	01	09/13/2011	620-4310-570.40-21	ROCK 1" BASE	34.75	
3908		PI3228	027476	01	09/16/2011	620-4310-570.40-21	1" CLEAN ROCK	61.20	
							VENDOR TOTAL *	141.10	
0003979	00	AMERIPRIDE SERVICES, INC.							
3400015993		PI3266	027474	01	09/17/2011	101-4111-530.20-74	UNIFORMS	1.26	
3400015987		PI3257	027474	01	09/17/2011	101-4142-530.20-74	UNIFORMS	9.00	
3400015990		PI3261	027474	01	09/17/2011	101-4142-530.20-60	UNIFORMS	27.60	
3400015986		PI3255	027474	01	09/17/2011	105-4110-530.20-60	UNIFORMS	7.20	
3400015986		PI3256	027474	01	09/17/2011	105-4110-530.20-74	UNIFORMS	13.86	
3400015994		PI3267	027474	01	09/17/2011	105-4121-530.20-60	UNIFORMS	3.60	
3400015995		PI3268	027474	01	09/17/2011	105-4121-530.20-60	UNIFORMS	1.20	
3400015995		PI3269	027474	01	09/17/2011	105-4121-530.20-74	UNIFORMS	63.18	
3400015992		PI3263	027474	01	09/17/2011	620-4310-570.20-60	UNIFORMS	1.20	
3400015992		PI3264	027474	01	09/17/2011	620-4310-570.20-74	UNIFORMS	20.34	
3400015996		PI3270	027474	01	09/17/2011	620-4310-570.20-74	UNIFORMS	3.96	
3400015985		PI3253	027474	01	09/17/2011	620-4320-570.20-60	UNIFORMS	9.00	
3400015985		PI3254	027474	01	09/17/2011	620-4320-570.20-74	UNIFORMS	37.62	
3400015989		PI3260	027474	01	09/17/2011	620-4320-570.20-60	UNIFORMS	4.80	
3400015992		PI3265	027474	01	09/17/2011	620-4410-570.20-74	UNIFORMS	11.88	
3400015996		PI3271	027474	01	09/17/2011	620-4410-570.20-74	UNIFORMS	7.92	
3400015997		PI3273	027474	01	09/17/2011	620-4415-570.20-74	UNIFORMS	6.48	
3400015988		PI3258	027474	01	09/17/2011	620-4420-570.20-60	UNIFORMS	8.70	
3400015988		PI3259	027474	01	09/17/2011	620-4420-570.20-74	UNIFORMS	23.76	
3400015998		PI3274	027474	01	09/17/2011	620-4420-570.20-60	UNIFORMS	7.50	
3400015998		PI3275	027474	01	09/17/2011	620-4420-570.20-74	UNIFORMS	30.78	
3400015991		PI3262	027474	01	09/17/2011	620-4500-570.20-60	UNIFORMS	7.20	
3400015996		PI3272	027474	01	09/17/2011	620-4500-570.20-74	UNIFORMS	3.96	
							VENDOR TOTAL *	312.00	
0002593	00	BINSWANGER GLASS/VVP AMERICA, INC.							
I549014581		PI3251	028047	01	08/18/2011	620-4320-570.20-54	F150 -WINDSHIELD REPAIR	39.95	
							VENDOR TOTAL *	39.95	
0000039	00	BRANSON TRI-LAKES DAILY NEWS							
09/14-PUMP/MTR		PI3295	027936	01	09/14/2011	620-4320-570.20-45	09/14-PUMP/MTR REPAIR	34.00	
09/14-LAB SUPPL		PI3294	027936	01	09/14/2011	620-4420-570.20-45	09/14-LAB SUPPLIES	34.00	
							VENDOR TOTAL *	68.00	
0000480	00	BWI-SPRINGFIELD, MO							

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0000480	00	BWI-SPRINGFIELD, MO							
10921542		PI3278	027504	01	09/14/2011	230-1580-540.40-03	DRAMM FILTER	38.28	
							VENDOR TOTAL *	38.28	
0004446	00	CIT TECHNOLOGY FINANCING SERVICES,							
20080765		PI3276	027481	01	09/23/2011	101-5010-510.20-60	COPIER/ENG	327.70	
							VENDOR TOTAL *	327.70	
0000750	00	CLASS GLASS CLEANING							
09022011		PI3330	027755	01	09/02/2011	101-4142-530.20-50	WINDOW CLEANING	1,450.00	
09022011		PI3331	027755	01	09/02/2011	230-1580-540.20-50	WINDOW CLEANING	750.00	
09022011		PI3332	027755	01	09/02/2011	620-4500-570.20-50	WINDOW CLEANING	400.00	
							VENDOR TOTAL *	2,600.00	
0005134	00	COOK, KATIE NICOLE							
09262011-C		006210		01	09/27/2011	230-1580-540.20-13	YOUTH VOLLEYBALL GATEKPRS	56.00	
							VENDOR TOTAL *	56.00	
0002237	00	COPY PRODUCTS, INC							
067607		PI3318	027524	01	09/06/2011	101-6010-560.20-55	COPIER/PLANNING	242.45	
067607		PI3319	027524	01	09/06/2011	101-6010-560.20-60	COPIER/PLANNING	196.57	
							VENDOR TOTAL *	439.02	
0000425	00	CURTIS, LOREN							
09262011-O		006211		01	09/27/2011	230-1553-540.20-13	ADULT SOFTBALL UMPIRES	144.00	
							VENDOR TOTAL *	144.00	
0003157	00	CUSTOM PRODUCTS CORP.							
218180		PI3325	027612	01	09/13/2011	230-1580-540.40-03	TRAFFIC CONES	125.20	
							VENDOR TOTAL *	125.20	
0005087	00	DAVIS, EMILY							
09262011-D		006210		01	09/27/2011	230-1557-540.20-13	YOUTH SOCCER REFS	60.00	
							VENDOR TOTAL *	60.00	
0000094	00	EMPIRE DISTRICT ELECTRIC							
ELECT-9/12/11		PI3293	027592	01	09/12/2011	620-4500-570.20-01	ELECT-9/12/11	996.76	
							VENDOR TOTAL *	996.76	
0001655	00	FAMILY SUPPORT PAYMENT CENTER							
20110928		PR0928		01	09/28/2011	501-0000-201.10-19	PAYROLL SUMMARY	1,604.58	
							VENDOR TOTAL *	1,604.58	
0000577	00	FIREMAN'S FUND							
20110928		PR0928		01	09/28/2011	501-0000-201.10-18	PAYROLL SUMMARY	87.78	
							VENDOR TOTAL *	87.78	
0000582	00	GENERAL CHEMICAL PERF. PROD. LLC							
90437448		PI3252	027471	01	09/20/2011	620-4420-570.40-15	ALUM SULFATE LIQ STD	4,075.97	

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0000582	00	GENERAL CHEMICAL PERF. PROD. LLC							
							VENDOR TOTAL *	4,075.97	
0005214	00	GREEN FARM PARTS							
07222011		PI3237		01	07/22/2011	101-0000-130.60-04	P-CARD INVENTORY	172.42	
							VENDOR TOTAL *	172.42	
0005141	00	GREEN SIDE UP LAWN CARE LLC							
4123		PI3324	027567	01	09/25/2011	230-1540-540.20-23	SEPTEMBER SERVICE	2,910.00	
							VENDOR TOTAL *	2,910.00	
0000151	00	HACH CO							
7432573		PI3329	027714	01	10/23/2011	620-4320-570.40-08	DPD FREE CHLORINE RGT	710.18	
							VENDOR TOTAL *	710.18	
0005227	00	HINKLE, TYLER							
09262011-I		006211		01	09/27/2011	230-1557-540.20-13	YOUTH SOCCER REFS	10.00	
							VENDOR TOTAL *	10.00	
0000200	00	JOURNAGAN CONSTRUCTION, INC							
311406		PI3248	027682	01	06/28/2011	230-1510-540.40-03	BP-1 MIX	840.24	
							VENDOR TOTAL *	840.24	
8888888	00	KALVELAGE, GENE L.							
000025123		UT		01	09/28/2011	620-0000-202.11-05	MANUAL CHECK	32.54	
							VENDOR TOTAL *	32.54	
0003217	00	KEE WES EQUIPMENT COMPANY INC							
32300		PI3300	027510	01	09/02/2011	230-1580-540.40-03	KITCHEN ROLL TOWEL	33.74	
33434		PI3279	027510	01	10/15/2011	620-4310-570.40-03	MISC SUPPL/TWLS-SOAP-LOTN	16.87	
33648		PI3283	027510	01	10/21/2011	620-4310-570.40-03	KITCHEN TOWELS/BATTERIES	16.87	
33434		PI3280	027510	01	10/15/2011	620-4320-570.40-03	MISC SUPPL/TWLS-SOAP-LOTN	112.80	
33648		PI3284	027510	01	10/21/2011	620-4320-570.40-03	KITCHEN TOWELS/BATTERIES	61.47	
33434		PI3281	027510	01	10/15/2011	620-4410-570.40-03	MISC SUPPL/TWLS-SOAP-LOTN	16.87	
33434		PI3282	027510	01	10/15/2011	620-4420-570.40-03	MISC SUPPL/TWLS-SOAP-LOTN	8.51	
33648		PI3285	027510	01	10/21/2011	620-4420-570.40-03	KITCHEN TOWELS/BATTERIES	33.74	
							VENDOR TOTAL *	300.87	
0000212	00	KIMBERLING CITY TIRE CO							
1-GS11104		PI3231	027842	01	09/16/2011	105-4110-530.40-41	TIRES UNIT #82	415.44	
1-GS11212		PI3232	027842	01	09/22/2011	105-4110-530.40-41	TIRES	713.76	
1-GS11229		PI3233	027842	01	09/22/2011	105-4110-530.40-41	TIRES - UNIT #51	147.26	
1-11076		PI3230	027842	01	09/15/2011	620-4420-570.40-41	MOUNT TIRE	25.00	
							VENDOR TOTAL *	1,301.46	
0003559	00	KONE INC							
220708236		PI3298	027490	01	08/31/2011	101-4142-530.20-50	ELEVATOR MAINT/AUGUST	275.34	
220708236		PI3299	027490	01	08/31/2011	230-1580-540.20-50	ELEVATOR MAINT/AUGUST	137.66	
							VENDOR TOTAL *	413.00	
0005233	00	LAHER, NICHOLE							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005233	00	LAHER, NICHOLE							
09262011-K		006211		01	09/27/2011	230-1557-540.20-13	YOUTH SOCCER REFS	75.00	
							VENDOR TOTAL *	75.00	
8888888	00	LAWSON, GINGER A							
000033911		UT		01	09/28/2011	620-0000-202.11-05	MANUAL CHECK	9.72	
							VENDOR TOTAL *	9.72	
0003827	00	LOGIC, INC							
INV70696		PI3234	028030	01	10/20/2011	620-4320-570.20-59	MD REPAIR/INET II REPAIR	1,320.00	
INV70696		PI3235	028030	01	10/20/2011	620-4320-570.20-59	MD REPAIR/INET II REPAIR	15.23	
							VENDOR TOTAL *	1,335.23	
0000003	00	Missouri State Highway Patrol							
F33219		3337	F33219	01	09/28/2011	101-2022-520.20-43	POST CERTIFICATION	105.00	
							VENDOR TOTAL *	105.00	
0004432	00	MCGOLDRICK, MIKAYLA							
09262011-H		006211		01	09/27/2011	230-1557-540.20-13	YOUTH SOCCER REFS	50.00	
							VENDOR TOTAL *	50.00	
0000262	00	MEMCO							
642220		PI3286	027512	01	09/21/2011	230-1580-540.40-03	TISSUE/SEAT CVR/BLEACH	672.50	
642224		PI3229	027512	01	09/21/2011	620-4320-570.40-03	409 CLEANER	30.50	
							VENDOR TOTAL *	703.00	
0005234	00	MORGAN, ANTONIA							
09262011-J		006211		01	09/27/2011	230-1557-540.20-13	YOUTH SOCCER REFS	30.00	
							VENDOR TOTAL *	30.00	
0004402	00	MOTLEY LAW FIRM, P.C., THE							
09202011		PI3315	027519	01	09/20/2011	101-1012-510.20-11	JUDGE SERVICES 9/20/11	1,200.00	
09212011		PI3316	027519	01	09/21/2011	101-1012-510.20-11	JUDGE SERVICES 9/21/11	1,200.00	
09282011		PI3317	027519	01	09/28/2011	101-1012-510.20-11	JUDGE SERVICES	1,200.00	
							VENDOR TOTAL *	3,600.00	
0000258	00	MR ICE MAN							
123290		PI3335	028099	01	10/12/2011	105-4121-530.40-09	ICE	72.00	
							VENDOR TOTAL *	72.00	
0003588	00	NELSON, RENAE							
09262011-G		006211		01	09/27/2011	230-1557-540.20-13	YOUTH SOCCER REFS	60.00	
							VENDOR TOTAL *	60.00	
0005228	00	NEWTON, RAVIN M.							
09262011-E		006211		01	09/27/2011	230-1557-540.20-13	YOUTH SOCCER REFS	10.00	
							VENDOR TOTAL *	10.00	
0003814	00	NILGES, SHAWN M.							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003814	00	NILGES, SHAWN M.							
09262011-N		006211		01	09/27/2011	230-1553-540.20-13	ADULT SOFTBALL UMPIRES	64.00	
							VENDOR TOTAL *	64.00	
0004157	00	PAUL W. KING, LLC							
5152		PI3312	027664	01	08/31/2011	101-0510-510.20-17	CC1001	5,371.23	
							VENDOR TOTAL *	5,371.23	
0005235	00	RALL, KRISTEN							
09262011-L		006211		01	09/27/2011	230-1557-540.20-13	YOUTH SOCCER REFS	30.00	
							VENDOR TOTAL *	30.00	
0003625	00	ROBERTSON, THAYNE							
09262011-F		006211		01	09/27/2011	230-1557-540.20-13	YOUTH SOCCER REFS	20.00	
							VENDOR TOTAL *	20.00	
0004570	00	ROTARY CLUB OF BRANSON-HOLLISTER							
133782		PI3213	028073	01	07/01/2011	101-4111-530.20-30	DUES/MONA M. JUL2011-2012	600.00	
							VENDOR TOTAL *	600.00	
0005140	00	RYSTEC INC.							
882		PI3214	027647	01	08/01/2011	101-1095-510.20-09	PRI'S - AUGUST	1,432.24	
958		PI3215	027647	01	09/01/2011	101-1095-510.20-09	PRI'S SEPT 2011	1,432.24	
							VENDOR TOTAL *	2,864.48	
0000516	00	SALVATION ARMY							
09192011		PI3333	027930	01	09/19/2011	101-1095-510.20-99	CHARITY GRANT	9,855.68	
							VENDOR TOTAL *	9,855.68	
0002462	00	SIGN MAN, THE							
8130		006205		01	09/23/2011	101-0600-510.40-04	20 YR SRVC APPR-CINDY SHO	18.00	
8037		PI3225	027839	01	08/30/2011	140-5010-510.90-11	EN0902-TANEYCOMO BRIDGE/R	2,120.00	
							VENDOR TOTAL *	2,138.00	
0003880	00	SILVER THREADS							
F33218		3336	F33218	01	09/27/2011	101-2022-520.20-74	SEW PATCHES ON SHIRTS/MEN	48.00	
							VENDOR TOTAL *	48.00	
0003167	00	SNOWDEN, BILL R.							
09262011P		006212		01	09/27/2011	230-1553-540.20-13	ADULT SOFTBALL UMPIRES	64.00	
							VENDOR TOTAL *	64.00	
0004815	00	SOUTHWEST MO COMMUNICATIONS, INC.							
11381		PI3296	028102	01	09/16/2011	620-4415-570.20-55	REPAIRS LIFT STATION PAGR	114.75	
							VENDOR TOTAL *	114.75	
0004736	00	STATE DISBURSEMENT UNIT							
20110928		PR0928		01	09/28/2011	501-0000-201.10-19	PAYROLL SUMMARY	216.00	
							VENDOR TOTAL *	216.00	
0005231	00	STRICKER, MEREDITH							

BANK: 01

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005231	00	STRICKER, MEREDITH							
09262011-A		006210		01	09/27/2011	230-1558-540.20-13	YOUTH VOLLEYBALL REFEREES	120.00	
							VENDOR TOTAL *	120.00	
0000384	00	TABLE ROCK ASPHALT CONST.							
170982		PI3302	027564	01	08/16/2011	230-1580-540.40-03	1" BASE ROCK	126.03	
							VENDOR TOTAL *	126.03	
0005224	00	TABLE ROCK LAKE COMMUNITY SERV INC							
09232011		PI3334	028072	01	09/23/2011	101-4111-530.20-20	WATERSHED MGMT. PLAN	5,000.00	
							VENDOR TOTAL *	5,000.00	
0000594	00	TANEY CO CIRCT COURT/ASSOC DIV							
20110928		PR0928		01	09/28/2011	501-0000-201.10-19	PAYROLL SUMMARY	95.08	
							VENDOR TOTAL *	95.08	
0002115	00	TANEY CO COMMISSION							
11-2436 & 2447		PI3222	028101	01	05/17/2011	105-4121-530.20-99	CH1101	320.50	
11-1942		PI3223	028101	01	05/18/2011	105-4121-530.20-99	CH1101	1,571.50	
11-2446		PI3224	028101	01	05/31/2011	105-4121-530.20-99	CH1101	2,984.20	
11-2436/2447		006220		01	09/28/2011	105-4121-530.20-99	CREDIT/CALCULATION ERROR	320.50-	
							VENDOR TOTAL *	4,555.70	
0005155	00	UNITED WAY OF THE OZARKS							
20110928		PR0928		01	09/28/2011	501-0000-201.10-30	PAYROLL SUMMARY	89.00	
							VENDOR TOTAL *	89.00	
0000509	00	WEST GROUP							
823445283		PI3313	027740	01	08/31/2011	101-0510-510.20-31	AUGUST CHARGES	960.00	
							VENDOR TOTAL *	960.00	
0000423	00	WILLIAMS, HENRY (HANK) N							
09262011-M		006211		01	09/27/2011	230-1553-540.20-13	ADULT SOFTBALL UMPIRES	112.00	
							VENDOR TOTAL *	112.00	
0005118	00	417 CLEANERS							
09192011		PI3320	027535	01	09/19/2011	101-2022-520.20-74	UNIFORM CLEANING	77.90	
09262011		PI3321	027535	01	09/26/2011	101-2022-520.20-74	UNIFORM CLEANING	112.10	
							VENDOR TOTAL *	190.00	
							TOTAL EXPENDITURES ****	56,729.75	
							GRAND TOTAL **********		56,729.75

PREPARED 09/29/2011 13:34:17
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 09292011 BRSNSLM
VOUCHER SELECTION CRITERIA
Voucher/discount due date 10/13/2011
Bank code . . . . . 01 OZARK MOUNTAIN BANK VENDOR
REPORT SEQUENCE OPTIONS:
Vendor . . . . . X One vendor per page? (Y,N) . . . . . N
Bank/Vendor . . . . . One vendor per page? (Y,N) . . . . . N
Fund/Dept/Div . . . . .
Fund/Dept/Div/Element/Obj
Proj/Fund/Dept/Div/Elm/Obj
This report is by: Vendor
Process by bank code? (Y,N) . . . . . Y
Print reports in vendor name sequence? (Y,N) . . Y
Calendar year for 1099 withholding 2011
Disbursement year/per 2011/10
Check date 10/03/2011

BR 10/4

BANK: 01

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002122	00	ANTHEM BLUE CHOICE							
084102114		006209		01	10/01/2011	501-0000-201.10-19	OCTOBER 2011 BCBS	231,734.02	
							VENDOR TOTAL *	231,734.02	
0004848	00	AVESIS THIRD PARTY ADMIN. INC							
OCT2011		006208		01	10/01/2011	501-0000-201.10-22	OCTOBER 2011 VISION	706.49	
							VENDOR TOTAL *	706.49	
0000071	00	DELTA DENTAL OF MO							
OCT2011		006207		01	10/01/2011	501-0000-201.10-20	OCTOBER 2011 DENTAL	15,516.74	
							VENDOR TOTAL *	15,516.74	
0004912	00	PRINCIPAL LIFE INSURANCE CO.							
10012011		006218		01	10/01/2011	501-0000-201.10-21	OCTOBER 2011 LIFE INS	4,442.44	
							VENDOR TOTAL *	4,442.44	
							TOTAL EXPENDITURES ****	252,399.69	
							GRAND TOTAL **********		252,399.69

PREPARED 10/05/2011 10:56:17
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 10052011 BRSNSLM
VOUCHER SELECTION CRITERIA
Voucher/discount due date 10/19/2011
Bank code . . . . . 01 OZARK MOUNTAIN BANK VENDOR
REPORT SEQUENCE OPTIONS:
Vendor . . . . . X One vendor per page? (Y,N) . . . . . N
Bank/Vendor . . . . . One vendor per page? (Y,N) . . . . . N
Fund/Dept/Div . . . . .
Fund/Dept/Div/Element/Obj
Proj/Fund/Dept/Div/Elm/Obj
This report is by: Vendor
Process by bank code? (Y,N) . . . . . Y
Print reports in vendor name sequence? (Y,N) . . Y
Calendar year for 1099 withholding 2011
Disbursement year/per 2011/10
Check date 10/05/2011

10/5

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004898	00	AMERICAN PLANNING ASSOC. PAYMENTS							
183438-1187		006491		01	10/03/2011	101-0400-510.20-30	APA MEMBERSHIP/G.ANDERSON	300.00	
							VENDOR TOTAL *	300.00	
0003979	00	AMERIPRIDE SERVICES, INC.							
3400017928		PI3359	027474	01	09/24/2011	101-4111-530.20-74	UNIFORM CLEANING	1.26	
3400017922		PI3350	027474	01	09/24/2011	101-4142-530.20-74	UNIFORM CLEANING	9.00	
3400017925		PI3354	027474	01	09/24/2011	101-4142-530.20-60	UNIFORM CLEANING	27.60	
3400017921		PI3348	027474	01	09/24/2011	105-4110-530.20-60	UNIFORM CLEANING	7.20	
3400017921		PI3349	027474	01	09/24/2011	105-4110-530.20-74	UNIFORM CLEANING	13.86	
3400017929		PI3360	027474	01	09/24/2011	105-4121-530.20-60	UNIFORM CLEANING	3.60	
3400017930		PI3361	027474	01	09/24/2011	105-4121-530.20-60	UNIFORM CLEANING	1.20	
3400017930		PI3362	027474	01	09/24/2011	105-4121-530.20-74	UNIFORM CLEANING	63.18	
3400017927		PI3356	027474	01	09/24/2011	620-4310-570.20-60	UNIFORM CLEANING	1.20	
3400017927		PI3357	027474	01	09/24/2011	620-4310-570.20-74	UNIFORM CLEANING	20.34	
3400017931		PI3363	027474	01	09/24/2011	620-4310-570.20-74	UNIFORM CLEANING	3.96	
3400017920		PI3346	027474	01	09/24/2011	620-4320-570.20-60	UNIFORM CLEANING	9.00	
3400017920		PI3347	027474	01	09/24/2011	620-4320-570.20-74	UNIFORM CLEANING	37.62	
3400017924		PI3353	027474	01	09/24/2011	620-4320-570.20-60	UNIFORM CLEANING	4.80	
3400017927		PI3358	027474	01	09/24/2011	620-4410-570.20-74	UNIFORM CLEANING	11.88	
3400017931		PI3364	027474	01	09/24/2011	620-4410-570.20-74	UNIFORM CLEANING	7.92	
34000147932		PI3345	027474	01	09/24/2011	620-4415-570.20-74	UNIFORM CLEANING	6.48	
3400017923		PI3351	027474	01	09/24/2011	620-4420-570.20-60	UNIFORM CLEANING	10.20	
3400017923		PI3352	027474	01	09/24/2011	620-4420-570.20-74	UNIFORM CLEANING	23.76	
3400017933		PI3366	027474	01	09/24/2011	620-4420-570.20-60	UNIFORM CLEANING	7.50	
3400017933		PI3367	027474	01	09/24/2011	620-4420-570.20-74	UNIFORM CLEANING	30.78	
3400017926		PI3355	027474	01	09/24/2011	620-4500-570.20-60	UNIFORM CLEANING	7.20	
3400017931		PI3365	027474	01	09/24/2011	620-4500-570.20-74	UNIFORM CLEANING	3.96	
							VENDOR TOTAL *	313.50	
0003504	00	AUDIO ACOUSTICS INC							
R320797		PI3384	027588	01	10/31/2011	230-1580-540.20-30	AUDIO/REC PLEX	45.00	
							VENDOR TOTAL *	45.00	
0005240	00	BENZ, CHARLES W. (CHUCK)							
10032011-E		006495		01	10/04/2011	230-1553-540.20-13	ADULT SOFTBALL UMPIRES	64.00	
							VENDOR TOTAL *	64.00	
0005236	00	BISHOP, ALEXIS							
10032011-G		006495		01	10/04/2011	230-1558-540.20-13	YOUTH VOLLEYBALL REFS	120.00	
							VENDOR TOTAL *	120.00	
0004423	00	BOHINC, CRIS							
09302011-B		006486		01	10/03/2011	101-0100-510.20-75	3RD QTR/MEETINGS	40.00	
							VENDOR TOTAL *	40.00	
0004852	00	BOOTH, MICHAEL C.							
09302011-D		006488		01	10/03/2011	101-0100-510.20-75	3RD QTR/MEETINGS	40.00	
							VENDOR TOTAL *	40.00	
0004931	00	BRANCO ENTERPRISES, INC.							

BANK: 01

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004931	00	BRANCO ENTERPRISES, INC.							
17		PI3339	026390	01	09/15/2011	143-5010-510.90-11	ENG39 - COMPTON WWTP	110,342.00	
							VENDOR TOTAL *	110,342.00	
0000042	00	BRANSON CHAMBER OF COMMERCE							
09292011		PI3368	027605	01	09/29/2011	240-1620-510.20-32	PARTIAL SEPT EXP	11,157.86	
							VENDOR TOTAL *	11,157.86	
0000039	00	BRANSON TRI-LAKES DAILY NEWS							
09/17-PORTABLE		PI3391	027936	01	09/17/2011	230-1560-540.20-45	09/17-PORTABLE CMPGRD OFC	34.00	
0917-COMM CTR		FPI3392	027936	01	09/17/2011	230-1560-540.20-45	0917-COMM CTR FLOOR RESTO	34.00	
							VENDOR TOTAL *	68.00	
0002402	00	BRENNTAG MID-SOUTH							
BMS091395		PI3370	027470	01	10/27/2011	620-4420-570.40-15	CHLORINE/LIQUID	918.00	
							VENDOR TOTAL *	918.00	
0005134	00	COOK, KATIE NICOLE							
10032011-H		006495		01	10/04/2011	230-1580-540.20-13	YOUTH VOLLEYBALL GATEKPRS	64.00	
							VENDOR TOTAL *	64.00	
0005211	00	COPY PRODUCTS, INC.							
187371216		PI3381	028024	01	09/29/2011	230-1580-540.20-60	COPIER/PARKS & REC	480.08	
							VENDOR TOTAL *	480.08	
0000425	00	CURTIS, LOREN							
10032011-B		006495		01	10/04/2011	230-1553-540.20-13	ADULT SOFTBALL UMPIRES	128.00	
							VENDOR TOTAL *	128.00	
0001386	00	D & T LAWNCARE							
652590		PI3389	027566	01	09/27/2011	230-1579-540.20-50	MOWING WK OF 9/4/11	995.00	
652592		PI3390	027566	01	09/27/2011	230-1579-540.20-50	MOWING WK OF 9/25	995.00	
652591		PI3393	027566	01	10/05/2011	230-1579-540.20-50	MOWING WK OF 9/11/11	1,015.00	
							VENDOR TOTAL *	3,005.00	
0005087	00	DAVIS, EMILY							
10042011-A		006495		01	10/04/2011	230-1557-540.20-13	YOUTH SOCCER REFS	40.00	
							VENDOR TOTAL *	40.00	
0004462	00	DAVIS, RICK W.							
09302011		006485		01	10/03/2011	101-0100-510.20-75	3RD QTR/MEETINGS	50.00	
							VENDOR TOTAL *	50.00	
0004943	00	DESIGN WORKSHOP, INC.							
0047216		PI3372	027533	01	09/08/2011	101-6010-560.20-84	COB COMP PLAN	2,042.77	
							VENDOR TOTAL *	2,042.77	
0000094	00	EMPIRE DISTRICT ELECTRIC							
ELECT-9/28/11		PI3375	027592	01	09/28/2011	620-4415-570.20-01	ELECT-9/28/11	37.88	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000094	00	EMPIRE DISTRICT ELECTRIC							
							VENDOR TOTAL *	37.88	
0005241	00	EPPS, DAKOTA							
10042011-C		006495		01	10/04/2011	230-1557-540.20-13	YOUTH SOCCER REFS	80.00	
							VENDOR TOTAL *	80.00	
0000582	00	GENERAL CHEMICAL PERF. PROD. LLC							
90438480		PI3373	027471	01	09/26/2011	620-4420-570.40-15	ALUM SULFATE LIQ STD	4,075.97	
							VENDOR TOTAL *	4,075.97	
0005227	00	HINKLE, TYLER							
10042011-E		006495		01	10/04/2011	230-1557-540.20-13	YOUTH SOCCER REFS	30.00	
							VENDOR TOTAL *	30.00	
0002047	00	JUSTUS JR, JAMES							
10042011-F		006495		01	10/04/2011	230-1557-540.20-13	YOUTH SOCCER REFS	60.00	
							VENDOR TOTAL *	60.00	
0000212	00	KIMBERLING CITY TIRE CO							
1-11019		PI3344	027842	01	09/13/2011	105-4110-530.40-41	TIRES UNIT #290	1,733.60	
							VENDOR TOTAL *	1,733.60	
0000223	00	LAGERS OF MISSOURI							
09302011		006483		01	09/29/2011	501-0000-201.10-15	SEPT 2011 LAGERS	119,691.62	
							VENDOR TOTAL *	119,691.62	
0005233	00	LAHER, NICHOLE							
10042011-G		006495		01	10/04/2011	230-1557-540.20-13	YOUTH SOCCER REFS	45.00	
							VENDOR TOTAL *	45.00	
0005237	00	LANSDOWN, TIMMY D.							
10032011-D		006495		01	10/04/2011	230-1553-540.20-13	ADULT SOFTBALL UMPIRES	64.00	
							VENDOR TOTAL *	64.00	
0003851	00	MISSOURI LOGOS, LLC							
1118715		006495		01	10/04/2011	230-1580-540.20-45	BRSN RECPLEX SIGNING	2,000.00	
							VENDOR TOTAL *	2,000.00	
0002910	00	MO ONE CALL SYSTEM, INC							
1090149		PI3379	027518	01	10/30/2011	620-4310-570.20-69	LOCATE FEES	214.50	
							VENDOR TOTAL *	214.50	
0003588	00	NELSON, RENAE							
10042011-D		006495		01	10/04/2011	230-1557-540.20-13	YOUTH SOCCER REFS	60.00	
							VENDOR TOTAL *	60.00	
0005228	00	NEWTON, RAVIN M.							
10042011-B		006495		01	10/04/2011	230-1557-540.20-13	YOUTH SOCCER REFS	40.00	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005228	00	NEWTON, RAVIN M.							
							VENDOR TOTAL *	40.00	
0001188	00	OFFICE CONCEPTS OF MISSOURI INC							
289858		PI3369	027557	01	09/30/2011	101-2060-520.20-60	COPIER MAINT/POLICE	190.21	
289857		PI3371	027482	01	09/30/2011	101-5010-510.20-60	COPIER/ENGINEERING	403.72	
							VENDOR TOTAL *	593.93	
0004494	00	OLSSON ASSOCIATES INC.							
162596		PI3340	026512	01	09/22/2011	143-5010-510.90-11	ENG39 - COMPTON WWTP	17,807.00	
							VENDOR TOTAL *	17,807.00	
0004933	00	ORKIN PEST CONTROL							
68418929		PI3376	027502	01	09/16/2011	101-3041-520.20-50	PEST CONTROL TRMT/FIRE ST	59.00	
68418927		PI3377	027502	01	09/23/2011	101-3041-520.20-50	PEST CONTROL TRMT/FIRE ST	59.00	
68418925		PI3378	027502	01	09/30/2011	101-3041-520.20-50	PEST CONTROL TRMT	59.00	
68418923		PI3387	027502	01	09/23/2011	230-1520-540.20-50	PEST CONTROL/COMM. CTR	50.00	
68418921		PI3388	027502	01	09/30/2011	230-1580-540.20-50	PEST CONTROL/REC PLEX	50.00	
							VENDOR TOTAL *	277.00	
0005169	00	PARNELL, WILLIAM PATRICK							
09302011-F		006490		01	10/03/2011	101-0100-510.20-75	3RD QTR/MEETINGS	50.00	
							VENDOR TOTAL *	50.00	
0004880	00	REINHART FOODSERVICE, LLC							
913614		PI3386	027500	01	09/30/2011	230-1582-540.40-60	CONCESSION SUPPLIES	77.40	
							VENDOR TOTAL *	77.40	
0004745	00	SIMMONS, BOB R.							
09302011-C		006487		01	10/03/2011	101-0100-510.20-75	3RD QTR/MEETINGS	40.00	
							VENDOR TOTAL *	40.00	
0003167	00	SNOWDEN, BILL R.							
10032011-C		006495		01	10/04/2011	230-1553-540.20-13	ADULT SOFTBALL UMPIRES	128.00	
							VENDOR TOTAL *	128.00	
0005231	00	STRICKER, MEREDITH							
10032011-F		006495		01	10/04/2011	230-1558-540.20-13	YOUTH VOLLEYBALL REFS	120.00	
							VENDOR TOTAL *	120.00	
0000178	00	SUNGARD PUBLIC SECTOR							
40868		PI3374	027574	01	10/01/2011	101-1095-510.20-57	OCT MAINTENANCE	8,573.00	
							VENDOR TOTAL *	8,573.00	
0004854	00	TODD, RICHARD E.							
09302011-E		006489		01	10/03/2011	101-0100-510.20-75	3RD QTR/MEETINGS	40.00	
							VENDOR TOTAL *	40.00	
0000681	00	TRI-LAKES PETROLEUM							

BANK: 01

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000681	00	TRI-LAKES PETROLEUM							
16173		PI3385	027475	01	09/28/2011	230-1580-540.40-27	FUEL	881.71	
							VENDOR TOTAL *	881.71	
0000535	00	TRI-STATES UTILITY, INC							
7		PI3380	027614	01	09/08/2011	620-4410-570.20-99	MTHLY SEWER SERVICES	4,400.00	
							VENDOR TOTAL *	4,400.00	
0005155	00	UNITED WAY OF THE OZARKS							
10042011		006494		01	10/04/2011	101-0000-207.00-00	TEAM 3-PIE IN FACE FUNDRA	192.00	
							VENDOR TOTAL *	192.00	
0000423	00	WILLIAMS, HENRY (HANK) N							
10032011-A		006495		01	10/04/2011	230-1553-540.20-13	ADULT SOFTBALL UMPIRES	192.00	
							VENDOR TOTAL *	192.00	
							TOTAL EXPENDITURES ****	290,722.82	
							GRAND TOTAL **********		290,722.82

PREPARED 10/05/2011 13:29:52
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 10052011 BRSNSLM
VOUCHER SELECTION CRITERIA
Voucher/discount due date 10/05/2011
Bank code . . . . . 01 OZARK MOUNTAIN BANK VENDOR
REPORT SEQUENCE OPTIONS:
Vendor . . . . . X One vendor per page? (Y,N) . . . . . N
Bank/Vendor . . . . . One vendor per page? (Y,N) . . . . . N
Fund/Dept/Div . . . . .
Fund/Dept/Div/Element/Obj
Proj/Fund/Dept/Div/Elm/Obj
This report is by: Vendor
Process by bank code? (Y,N) . . . . . Y
Print reports in vendor name sequence? (Y,N) . . Y
Calendar year for 1099 withholding 2011
Disbursement year/per 2011/10
Check date 10/05/2011

JR 10/5

BANK: 01

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000223	00	LAGERS OF MISSOURI							
10032011		006496		01	10/05/2011	101-0600-510.20-43	2011 ANNUAL MTG/REGISTRAT	200.00	
							VENDOR TOTAL *	200.00	
							TOTAL EXPENDITURES ****	200.00	
						GRAND TOTAL	**********		200.00

PREPARED 10/11/2011 16:17:00
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 10112011 BRSNSLM
VOUCHER SELECTION CRITERIA
Voucher/discount due date 10/11/2011
Bank code . . . . . 01 OZARK MOUNTAIN BANK VENDOR
REPORT SEQUENCE OPTIONS:
Vendor . . . . . X One vendor per page? (Y,N) . . . . . N
Bank/Vendor . . . . . One vendor per page? (Y,N) . . . . . N
Fund/Dept/Div . . . . .
Fund/Dept/Div/Element/Obj
Proj/Fund/Dept/Div/Elm/Obj
This report is by: Vendor
Process by bank code? (Y,N) . . . . . Y
Print reports in vendor name sequence? (Y,N) . . Y
Calendar year for 1099 withholding 2011
Disbursement year/per 2011/10
Check date 10/11/2011

10/12

EXPENDITURE APPROVAL LIST
AS OF: 10/11/2011 CHECK DATE: 10/11/2011

BANK: 01

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001141	00	BRANSON TRI-LAKES H/R ASSOC							
10112011		006843		01	10/11/2011	620-4310-570.20-18	EE COACHING SEMINAR	20.00	
10112011		006844		01	10/11/2011	620-4410-570.20-18	EE COACHING SEMINAR	20.00	
10112011		006846		01	10/11/2011	620-4420-570.20-18	EE COACHING SEMINAR	20.00	
10112011		006845		01	10/11/2011	620-4500-570.20-18	EE COACHING SEMINAR	40.00	
							VENDOR TOTAL *	100.00	
							TOTAL EXPENDITURES ****	100.00	
							GRAND TOTAL **********		100.00

PREPARED 10/11/2011 12:54:09
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 10112011 BRSNSLM
VOUCHER SELECTION CRITERIA
Voucher/discount due date 10/11/2011
Bank code . . . . . 01 OZARK MOUNTAIN BANK VENDOR
REPORT SEQUENCE OPTIONS:
Vendor . . . . . X One vendor per page? (Y,N) . . . . . N
Bank/Vendor . . . . . One vendor per page? (Y,N) . . . . . N
Fund/Dept/Div . . . . .
Fund/Dept/Div/Element/Obj
Proj/Fund/Dept/Div/Elm/Obj
This report is by: Vendor
Process by bank code? (Y,N) . . . . . Y
Print reports in vendor name sequence? (Y,N) . . Y
Calendar year for 1099 withholding 2011
Disbursement year/per 2011/10
Check date 10/11/2011

10/11

EXPENDITURE APPROVAL LIST
AS OF: 10/11/2011 CHECK DATE: 10/11/2011

BANK: 01

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001141	00	BRANSON TRI-LAKES H/R ASSOC							
10112011		006834		01	10/11/2011	101-0600-510.40-09	COACHING EMPLOYEE SEMINAR	20.00	
10112011		006833		01	10/11/2011	101-0710-510.20-18	COACHING EMPLOYEE SEMINAR	60.00	
10112011		006835		01	10/11/2011	101-1011-510.20-43	COACHING EMPLOYEE SEMINAR	40.00	
10112011		006836		01	10/11/2011	101-1012-510.20-43	COACHING EMPLOYEE SEMINAR	20.00	
10112011		006837		01	10/11/2011	101-3011-520.20-18	COACHING EMPLOYEE SEMINAR	20.00	
10112011		006838		01	10/11/2011	101-4111-530.40-09	COACHING EMPLOYEE SEMINAR	20.00	
10112011		006839		01	10/11/2011	105-4121-530.40-09	COACHING EMPLOYEE SEMINAR	40.00	
							VENDOR TOTAL *	220.00	
							TOTAL EXPENDITURES ****	220.00	
							GRAND TOTAL **********		220.00

PREPARED 10/13/2011 15:10:47
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 10132011 BRSNSLM
VOUCHER SELECTION CRITERIA
Voucher/discount due date 10/27/2011
Bank code . . . . . 01 OZARK MOUNTAIN BANK VENDOR
REPORT SEQUENCE OPTIONS:
Vendor . . . . . X One vendor per page? (Y,N) . . . . . N
Bank/Vendor . . . . . One vendor per page? (Y,N) . . . . . N
Fund/Dept/Div . . . . .
Fund/Dept/Div/Element/Obj
Proj/Fund/Dept/Div/Elm/Obj
This report is by: Vendor
Process by bank code? (Y,N) . . . . . Y
Print reports in vendor name sequence? (Y,N) . . Y
Calendar year for 1099 withholding 2011
Disbursement year/per 2011/10
Check date 10/13/2011

10/12

BANK: 01

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003850	00	ABI COATING SYSTEMS							
1329		PI3443	028068	01	09/20/2011	140-5010-510.90-11	PW1101-GARAGE ROOF	11,800.00	
1333		PI3444	028068	01	09/27/2011	140-5010-510.90-11	PW1101-GARAGE ROOF	2,280.00	
							VENDOR TOTAL *	14,080.00	
8888888	00	ALONZO JR, ALBERT							
000035373		UT		01	10/05/2011	620-0000-202.11-05	FINAL BILL REFUND	28.23	
							VENDOR TOTAL *	28.23	
0003979	00	AMERIPRIDE SERVICES, INC.							
3400019767		PI3465	027474	01	10/01/2011	101-4111-530.20-74	UNIFORM CLEANING	1.26	
3400021637		PI3480	027474	01	10/08/2011	101-4111-530.20-74	UNIFORM CLEANING	1.26	
3400019761		PI3401	027474	01	10/01/2011	101-4142-530.20-74	UNIFORM CLEANING	9.00	
3400019764		PI3405	027474	01	10/01/2011	101-4142-530.20-60	UNIFORM CLEANING	27.60	
3400021631		PI3471	027474	01	10/08/2011	101-4142-530.20-74	UNIFORM CLEANING	9.00	
3400021634		PI3475	027474	01	10/08/2011	101-4142-530.20-60	UNIFORM CLEANING	27.60	
3400019760		PI3399	027474	01	10/01/2011	105-4110-530.20-60	UNIFORM CLEANING	7.20	
3400019760		PI3400	027474	01	10/01/2011	105-4110-530.20-74	UNIFORM CLEANING	13.86	
3400021630		PI3469	027474	01	10/08/2011	105-4110-530.20-60	UNIFORM CLEANING	7.20	
3400021630		PI3470	027474	01	10/08/2011	105-4110-530.20-74	UNIFORM CLEANING	13.86	
3400019768		PI3410	027474	01	10/01/2011	105-4121-530.20-60	UNIFORM CLEANING	3.60	
3400019769		PI3411	027474	01	10/01/2011	105-4121-530.20-60	UNIFORM CLEANING	1.20	
3400019769		PI3412	027474	01	10/01/2011	105-4121-530.20-74	UNIFORM CLEANING	63.18	
3400021638		PI3481	027474	01	10/08/2011	105-4121-530.20-60	UNIFORM CLEANING	3.60	
3400021639		PI3482	027474	01	10/08/2011	105-4121-530.20-60	UNIFORM CLEANING	1.20	
3400021639		PI3483	027474	01	10/08/2011	105-4121-530.20-74	UNIFORM CLEANING	63.18	
3400019766		PI3407	027474	01	10/01/2011	620-4310-570.20-60	UNIFORM CLEANING	1.20	
3400019766		PI3408	027474	01	10/01/2011	620-4310-570.20-74	UNIFORM CLEANING	20.34	
3400019770		PI3413	027474	01	10/01/2011	620-4310-570.20-74	UNIFORM CLEANING	3.96	
3400021636		PI3477	027474	01	10/08/2011	620-4310-570.20-60	UNIFORM CLEANING	1.20	
3400021636		PI3478	027474	01	10/08/2011	620-4310-570.20-74	UNIFORM CLEANING	20.34	
3400021640		PI3484	027474	01	10/08/2011	620-4310-570.20-74	UNIFORM CLEANING	3.96	
3400019759		PI3397	027474	01	10/01/2011	620-4320-570.20-60	UNIFORM CLEANING	9.00	
3400019759		PI3398	027474	01	10/01/2011	620-4320-570.20-74	UNIFORM CLEANING	37.62	
3400019763		PI3404	027474	01	10/01/2011	620-4320-570.20-60	UNIFORM CLEANING	4.80	
3400021629		PI3467	027474	01	10/08/2011	620-4320-570.20-60	UNIFORM CLEANING	9.00	
3400021629		PI3468	027474	01	10/08/2011	620-4320-570.20-74	UNIFORM CLEANING	37.62	
3400021633		PI3474	027474	01	10/08/2011	620-4320-570.20-60	UNIFORM CLEANING	4.80	
3400019766		PI3409	027474	01	10/01/2011	620-4410-570.20-74	UNIFORM CLEANING	11.88	
3400019770		PI3414	027474	01	10/01/2011	620-4410-570.20-74	UNIFORM CLEANING	7.92	
3400021636		PI3479	027474	01	10/08/2011	620-4410-570.20-74	UNIFORM CLEANING	11.88	
3400021640		PI3485	027474	01	10/08/2011	620-4410-570.20-74	UNIFORM CLEANING	7.92	
3400019771		PI3416	027474	01	10/01/2011	620-4415-570.20-74	UNIFORM CLEANING	6.48	
3400021641		PI3487	027474	01	10/08/2011	620-4415-570.20-74	UNIFORM CLEANING	6.48	
3400019762		PI3402	027474	01	10/01/2011	620-4420-570.20-60	UNIFORM CLEANING	10.20	
3400019762		PI3403	027474	01	10/01/2011	620-4420-570.20-74	UNIFORM CLEANING	23.76	
3400019772		PI3417	027474	01	10/01/2011	620-4420-570.20-60	UNIFORM CLEANING	7.50	
3400019772		PI3418	027474	01	10/01/2011	620-4420-570.20-74	UNIFORM CLEANING	30.78	
3400021632		PI3472	027474	01	10/08/2011	620-4420-570.20-60	UNIFORM CLEANING	10.20	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003979	00	AMERIPRIDE SERVICES, INC.							
3400021632		PI3473	027474	01	10/08/2011	620-4420-570.20-74	UNIFORM CLEANING	23.76	
3400021642		PI3488	027474	01	10/08/2011	620-4420-570.20-60	UNIFORM CLEANING	7.50	
3400021642		PI3489	027474	01	10/08/2011	620-4420-570.20-74	UNIFORM CLEANING	30.78	
3400019765		PI3406	027474	01	10/01/2011	620-4500-570.20-60	UNIFORM CLEANING	7.20	
3400019770		PI3415	027474	01	10/01/2011	620-4500-570.20-74	UNIFORM CLEANING	3.96	
3400021635		PI3476	027474	01	10/08/2011	620-4500-570.20-60	UNIFORM CLEANING	7.20	
3400021640		PI3486	027474	01	10/08/2011	620-4500-570.20-74	UNIFORM CLEANING	3.96	
							VENDOR TOTAL *	627.00	
0005240	00	BENZ, CHARLES W. (CHUCK)							
10102011-E		006911		01	10/13/2011	230-1553-540.20-13	ADULT SOFTBALL UMPIRES	64.00	
							VENDOR TOTAL *	64.00	
0003488	00	BIG O TIRE							
70740		PI3394	028115	01	10/01/2011	105-4110-530.40-41	TIRES	158.98	
							VENDOR TOTAL *	158.98	
0005236	00	BISHOP, ALEXIS							
10102011-A		006911		01	10/13/2011	230-1558-540.20-13	YOUTH VOLLEYBALL REFS	120.00	
							VENDOR TOTAL *	120.00	
0000042	00	BRANSON CHAMBER OF COMMERCE							
10072011		PI3458	027605	01	10/07/2011	240-1620-510.20-32	PARTIAL SEPT EXPENSE	295.40	
							VENDOR TOTAL *	295.40	
0001284	00	BRANSON UPHOLSTERY							
10052011		PI3461	028059	01	10/05/2011	101-3011-520.20-54	RPRS TO FIRE TRUCK SEATS	570.00	
							VENDOR TOTAL *	570.00	
0000470	00	BRANSON, CITY OF							
10072011		006908		01	10/13/2011	230-0000-210.10-00	SEPT2011 CAMPGROULD TT	2,649.38	
							VENDOR TOTAL *	2,649.38	
0002402	00	BRENNTAG MID-SOUTH							
BMS092171		PI3396	027470	01	10/26/2011	620-4320-570.40-15	HYDROFLU ACID	5,406.72	
							VENDOR TOTAL *	5,406.72	
0004992	00	BROCK'S CONCRETE							
8		PI3449	027045	01	10/04/2011	140-5010-510.90-11	EN1002-PEDESTRIAN IMPROVE	5,500.00	
							VENDOR TOTAL *	5,500.00	
0000448	00	BURNS & MCDONNELL							
63192-02ADDTL		PI3439	027991	01	10/30/2011	144-5010-510.20-20	EN1103-ENERGY PERFORMANCE	401,823.00	
							VENDOR TOTAL *	401,823.00	
0004023	00	CANON FINANCIAL SVC., INC.							
11328607		PI3457	027555	01	10/01/2011	101-3041-520.20-60	COPIER/FIRE DEPT	154.57	
							VENDOR TOTAL *	154.57	
0002891	00	CENTRAL POWER SYSTEMS & SERV INC.							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002891	00	CENTRAL POWER SYSTEMS & SERV INC.							
8058567		PI3446	028111	01	11/10/2011	105-4110-530.20-54	#258 REPAIRS	536.00	
							VENDOR TOTAL *	536.00	
0004952	00	CENTURY LINK							
L091302735		PI3490	027479	01	09/13/2011	101-1095-510.20-09	MAINT 9/29-10/28/11	1,510.50	
							VENDOR TOTAL *	1,510.50	
8888888	00	CHRISTIAN, DAVID							
000036741		UT		01	10/05/2011	620-0000-202.11-05	FINAL BILL REFUND	38.37	
							VENDOR TOTAL *	38.37	
0003178	00	CINTAS FIRST AID & SAFETY							
0D74062494		PI3442	028045	01	09/26/2011	101-3011-520.20-52	HYDROTEST/AIR PACK/INSPEC	100.00	
							VENDOR TOTAL *	100.00	
0005134	00	COOK, KATIE NICOLE							
10102011-F		006911		01	10/13/2011	230-1580-540.20-13	YOUTH VOLLEYBALL GATEKEEP	64.00	
							VENDOR TOTAL *	64.00	
0005216	00	CRUTCHER, KENT D.							
10032011		006914		01	10/13/2011	101-0600-510.40-04	PER EMPLOYMENT AGREEMENT	567.50	
							VENDOR TOTAL *	567.50	
0000425	00	CURTIS, LOREN							
10102011-C		006911		01	10/13/2011	230-1553-540.20-13	ADULT SOFTBALL UMPIRES	208.00	
							VENDOR TOTAL *	208.00	
0001386	00	D & T LAWNCARE							
652585		PI3420	027568	01	09/27/2011	620-4320-570.20-50	MOWING/WK OF 9/4/11	320.00	
652586		PI3423	027568	01	09/27/2011	620-4320-570.20-50	MOWING/WK OF 9/4/11	270.00	
652587		PI3424	027568	01	09/27/2011	620-4320-570.20-50	MOWING/WK OF 9/11/11	40.00	
652588		PI3427	027568	01	09/27/2011	620-4320-570.20-50	MOWING/WK OF 9/25/11	320.00	
652589		PI3430	027568	01	09/27/2011	620-4320-570.20-50	MOWING/WK OF 9/25/11	295.00	
652585		PI3421	027568	01	09/27/2011	620-4415-570.20-50	MOWING/WK OF 9/4/11	120.00	
652587		PI3425	027568	01	09/27/2011	620-4415-570.20-50	MOWING/WK OF 9/11/11	40.00	
652588		PI3428	027568	01	09/27/2011	620-4415-570.20-50	MOWING/WK OF 9/25/11	120.00	
652585		PI3422	027568	01	09/27/2011	620-4420-570.20-50	MOWING/WK OF 9/4/11	425.00	
652587		PI3426	027568	01	09/27/2011	620-4420-570.20-50	MOWING/WK OF 9/11/11	295.00	
652588		PI3429	027568	01	09/27/2011	620-4420-570.20-50	MOWING/WK OF 9/25/11	425.00	
							VENDOR TOTAL *	2,670.00	
0005087	00	DAVIS, EMILY							
10112011-A		006911		01	10/13/2011	230-1557-540.20-13	YOUTH SOCCER REFS	40.00	
							VENDOR TOTAL *	40.00	
0004970	00	DELONG PLUMBING TWO, INC.							
19228		PI3431	027593	01	09/14/2011	620-4500-570.20-50	A/C REPAIR	118.75	
							VENDOR TOTAL *	118.75	
8888888	00	DICK CLARK'S AB GRILL							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
8888888	00	DICK CLARK'S AB GRILL							
000023717		UT		01	10/05/2011	620-0000-202.11-05	FINAL BILL REFUND	1,621.23	
							VENDOR TOTAL *	1,621.23	
8888888	00	DICK CLARK'S AMERICAN							
000024589		UT		01	10/05/2011	620-0000-202.11-05	FINAL BILL REFUND	1,877.60	
							VENDOR TOTAL *	1,877.60	
0001655	00	FAMILY SUPPORT PAYMENT CENTER							
20111012		PR1012		01	10/12/2011	501-0000-201.10-19	PAYROLL SUMMARY	1,554.78	
							VENDOR TOTAL *	1,554.78	
0000577	00	FIREMAN'S FUND							
20111012		PR1012		01	10/12/2011	501-0000-201.10-18	PAYROLL SUMMARY	147.78	
							VENDOR TOTAL *	147.78	
0001837	00	FRIENDLY FORD							
38579		PI3440	028003	01	09/28/2011	601-0750-510.90-20	2012 FORD F350 TRUCK	26,398.29	
							VENDOR TOTAL *	26,398.29	
8888888	00	GRIGGS, ERICKA M.							
000032757		UT		01	10/05/2011	620-0000-202.11-05	FINAL BILL REFUND	79.70	
							VENDOR TOTAL *	79.70	
0002778	00	HARTMAN & COMPANY, INC							
1584		PI3441	028015	01	10/26/2011	101-5010-510.20-07	VERISICAM CAMERA-TRAFFIC	3,064.00	
							VENDOR TOTAL *	3,064.00	
8888888	00	HATTABAUGH, JOHN							
000029445		UT		01	10/05/2011	620-0000-202.11-05	FINAL BILL REFUND	38.63	
							VENDOR TOTAL *	38.63	
8888888	00	HILLBILLY INN - CARR							
000026867		UT		01	10/05/2011	620-0000-202.11-05	FINAL BILL REFUND	114.09	
							VENDOR TOTAL *	114.09	
0004255	00	HILTON BRANSON CONVENTION CENTER							
10052011		006911		01	10/13/2011	101-0100-510.40-09	SEPT 28/SPECIAL MEETING	144.48	
							VENDOR TOTAL *	144.48	
0004221	00	HINKLE, AMANDA HAILEY							
10112011-B		006911		01	10/13/2011	230-1557-540.20-13	YOUTH SOCCER REFS	40.00	
							VENDOR TOTAL *	40.00	
0005227	00	HINKLE, TYLER							
10112011-E		006911		01	10/13/2011	230-1557-540.20-13	YOUTH SOCCER REFS	30.00	
							VENDOR TOTAL *	30.00	
8888888	00	HOPE, BRIAN J.							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
8888888	00	HOPE, BRIAN J.							
000029451		UT		01	10/05/2011	620-0000-202.11-05	FINAL BILL REFUND	17.71	
							VENDOR TOTAL *	17.71	
0005220	00	HUNTER CHASE & ASSOCIATES, INC.							
1		PI3460	028051	01	10/10/2011	140-5010-510.90-11	EN1102-NEW TRAIL PROJECT	75,400.00	
							VENDOR TOTAL *	75,400.00	
8888888	00	JAMES, SCOTT D.							
000036855		UT		01	10/05/2011	620-0000-202.11-05	FINAL BILL REFUND	37.78	
							VENDOR TOTAL *	37.78	
0000043	00	JEANNE HENDRICKS DBA BRANSON LOCK							
65102		PI3463	028122	01	10/10/2011	101-3041-520.20-55	FIRE DEPT/KEYS/SERV CALL	73.00	
							VENDOR TOTAL *	73.00	
8888888	00	JONES, KEVIN & RHONDA							
000035743		UT		01	10/05/2011	620-0000-202.11-05	FINAL BILL REFUND	52.72	
							VENDOR TOTAL *	52.72	
0002047	00	JUSTUS JR, JAMES							
10112011-F		006911		01	10/13/2011	230-1557-540.20-13	YOUTH SOCCER REFS	100.00	
							VENDOR TOTAL *	100.00	
0003217	00	KEE WES EQUIPMENT COMPANY INC							
34166		PI3450	027510	01	11/06/2011	620-4420-570.40-03	TOWELLS/TRSH LINER/BATTRS	38.99	
							VENDOR TOTAL *	38.99	
8888888	00	KENT BUILDING, DAVE							
000003233		UT		01	10/05/2011	620-0000-202.11-05	FINAL BILL REFUND	22.60	
							VENDOR TOTAL *	22.60	
0000212	00	KIMBERLING CITY TIRE CO							
1-GS11352		PI3491	027842	01	09/30/2011	105-4110-530.40-41	TIRES/UNIT 200	188.96	
1-GS11396		PI3494	027842	01	10/03/2011	105-4110-530.20-54	TIRES/FIRE TRUCK	1,559.08	
1-GS11357		PI3495	027842	01	10/10/2011	105-4110-530.40-41	TIRES	382.36	
1-11537		PI3496	027842	01	10/11/2011	620-4310-570.40-41	TIRES/UNIT #209	1,738.00	
							VENDOR TOTAL *	3,868.40	
8888888	00	KINNEY, LEON							
000036919		UT		01	10/05/2011	620-0000-202.11-05	FINAL BILL REFUND	39.57	
							VENDOR TOTAL *	39.57	
8888888	00	KUHL, SHAWNA							
000036415		UT		01	10/05/2011	620-0000-202.11-05	FINAL BILL REFUND	64.84	
							VENDOR TOTAL *	64.84	
0005233	00	LAHER, NICHOLE							
10112011-G		006911		01	10/13/2011	230-1557-540.20-13	YOUTH SOCCER REFS	75.00	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005233	00	LAHER, NICHOLE							
							VENDOR TOTAL *	75.00	
0003181	00	MAC PUBLICATIONS GROUP, INC.							
3182		PI3448	028118	01	09/23/2011	620-4310-570.20-44	ENVELOPES	1,660.00	
3182-ADDTL		PI3462	028116	01	10/04/2011	620-4310-570.20-44	UTILITY BILLS	602.75	
							VENDOR TOTAL *	2,262.75	
0004432	00	MCGOLDRICK, MIKAYLA							
10112011-C		006911		01	10/13/2011	230-1557-540.20-13	YOUTH SOCCER REFS	60.00	
							VENDOR TOTAL *	60.00	
0004981	00	MIDWEST ENVIRONMENTAL CONSULTANTS							
29061/29167		006912		01	10/13/2011	143-5010-510.90-11	ENG39-COMPTON WW REDESIGN	1,463.00	
							VENDOR TOTAL *	1,463.00	
0000240	00	MO DEPT OF REVENUE ISD							
30603		PI3492	027586	01	10/04/2011	101-1095-510.20-99	SEPT TT REPORT	35.00	
30664		PI3493	027586	01	10/04/2011	101-1095-510.20-99	MTHLY REPORT-TT SEPT2011	35.00	
							VENDOR TOTAL *	70.00	
0000514	00	MO DEPT OF REVENUE SALES TAX							
10102011		006909		01	10/13/2011	620-0000-206.10-00	SEPT 2011 SALES TAX	16,708.33	
10102011		006910		01	10/13/2011	620-0000-480.50-01	SEPT 2011 SALES TAX	334.16-	
							VENDOR TOTAL *	16,374.17	
0004389	00	MO LTAP-MST							
INV-9/8/11		PI3445	028075	01	09/08/2011	105-4121-530.20-18	SNOW&ICE PREP TRAINING	75.00	
							VENDOR TOTAL *	75.00	
0005234	00	MORGAN, ANTONIA							
10112011-D		006911		01	10/13/2011	230-1557-540.20-13	YOUTH SOCCER REFS	30.00	
							VENDOR TOTAL *	30.00	
0004402	00	MOTLEY LAW FIRM, P.C., THE							
10052011		PI3455	027519	01	10/05/2011	101-1012-510.20-11	JUDGE SERVICES 10/5/11	1,200.00	
							VENDOR TOTAL *	1,200.00	
0000258	00	MR ICE MAN							
123461		PI3437	027776	01	10/24/2011	230-1510-540.40-60	CONCESSION ICE	58.70	
123364		PI3459	027776	01	10/31/2011	230-1510-540.40-60	CONCESSION ICE	35.70	
							VENDOR TOTAL *	94.40	
8888888	00	MULLEN, HOLLY							
000036751		UT		01	10/05/2011	620-0000-202.11-05	FINAL BILL REFUND	63.23	
							VENDOR TOTAL *	63.23	
8888888	00	MUNDELL, DEB							
000036999		UT		01	10/05/2011	620-0000-202.11-05	FINAL BILL REFUND	65.23	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
8888888	00	MUNDELL, DEB							
							VENDOR TOTAL *	65.23	
0004860	00	NEOPOST LEASING							
N2799863		PI3447	028117	01	09/25/2011	101-1095-510.20-61	JUL28-OCT27 SERVICE	708.51	
							VENDOR TOTAL *	708.51	
8888888	00	OMB INVESTMENTS CORPORATION							
000037035		UT		01	10/05/2011	620-0000-202.11-05	FINAL BILL REFUND	65.23	
							VENDOR TOTAL *	65.23	
8888888	00	OZARK MOUNTAIN BANK							
000004425		UT		01	10/05/2011	620-0000-202.11-05	FINAL BILL REFUND	65.23	
000004425		UT		01	10/05/2011	620-0000-202.11-05	FINAL BILL REFUND	65.23	
000004425		UT		01	10/05/2011	620-0000-202.11-05	FINAL BILL REFUND	65.23	
							VENDOR TOTAL *	195.69	
8888888	00	PALACE VIEW RESIDENTIAL ESTATE							
000031511		UT		01	10/05/2011	620-0000-202.11-05	FINAL BILL REFUND	373.53	
							VENDOR TOTAL *	373.53	
8888888	00	PETERS, EDITH M.							
000033113		UT		01	10/05/2011	620-0000-202.11-05	FINAL BILL REFUND	40.23	
							VENDOR TOTAL *	40.23	
0000715	00	PETTY CASH							
10112011		006883		01	10/12/2011	101-0100-510.40-09	N.HASKIN/PLASTIC FORKS	4.49	
10112011		006886		01	10/12/2011	101-0100-510.20-99	L.HELLE/DIRECTORS RTRT SN	4.69	
10112011		006882		01	10/12/2011	101-0600-510.40-04	K.RENNA/RBNS-PIE BAKE-OFF	7.32	
10112011		006885		01	10/12/2011	101-0600-510.40-09	J BUTLER/SEPT HR MTG	10.00	
10112011		006892		01	10/12/2011	101-0600-510.20-30	K.FLECK/JULY HR MEETING	10.00	
10112011		006884		01	10/12/2011	101-0710-510.40-09	N.HASKIN/PLASTIC FORKS	4.49	
10112011		006906		01	10/12/2011	101-0710-510.20-18	L.HELLE/J.ROUCH/GFOA MTG	10.00	
10112011		006887		01	10/12/2011	101-1011-510.20-43	L.WESTFALL/SWMOCCFOA MTG	6.00	
10112011		006890		01	10/12/2011	101-2022-520.40-66	S.KAUFFMAN/PRISONER MEALS	16.76	
10112011		006905		01	10/12/2011	101-3011-520.20-30	T.MARTIN/LICENSE VEHICLE	11.00	
10112011		006888		01	10/12/2011	101-5010-510.40-09	D.MILLER/MSPE MTG/SFLD	12.00	
10112011		006897		01	10/12/2011	101-5010-510.40-09	M.FILICE/MO PRO ENG DINNR	20.00	
10112011		006898		01	10/12/2011	101-5010-510.40-09	W.GLENN/MO PROF ENG DINNR	22.00	
10112011		006899		01	10/12/2011	101-5010-510.40-09	C.COPELAN/MO PROF ENG DNR	22.00	
10112011		006900		01	10/12/2011	101-5010-510.40-09	C.FORD/MO PROF ENG DINNER	22.00	
10112011		006901		01	10/12/2011	101-5010-510.40-09	D.MILLER/MO PROF ENG DNR	20.00	
10112011		006902		01	10/12/2011	101-5010-510.40-09	T.PURKEY/MO PROF ENG DNR	22.00	
10112011		006895		01	10/12/2011	101-6010-560.20-43	D.BOYER/FUEL SPFLD SEMINA	10.60	
10112011		006889		01	10/12/2011	105-4121-530.40-09	K.FRANCIS/MSPE MTG/SFLD	12.00	
10112011		006903		01	10/12/2011	105-4121-530.40-09	K.FRANCIS/MO PROF ENG DNR	20.00	
10112011		006893		01	10/12/2011	620-4310-570.20-18	L.SCHRIDDE/CDL PERMIT	32.50	
10112011		006894		01	10/12/2011	620-4310-570.20-18	A.MOUTRAY/CDL PERMIT	32.50	
10112011		006891		01	10/12/2011	620-4320-570.20-18	M.VICIK/MEAL REIMB/WT TRN	8.12	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000715	00	PETTY CASH							
10112011		006896		01	10/12/2011	620-4410-570.20-43	J.SETTLES/MEAL REIMB/WT T	6.88	
10112011		006904		01	10/12/2011	620-4500-570.20-54	K.POWELL/CDL PERMIT	32.50	
							VENDOR TOTAL *	379.85	
8888888	00	RAMADA BRANSON							
000036543		UT		01	10/05/2011	620-0000-202.11-05	FINAL BILL REFUND	6,472.34	
							VENDOR TOTAL *	6,472.34	
0004959	00	SAM PACK'S FIVE STAR FORD LTD							
229358		PI3438	027873	01	09/22/2011	601-0750-510.90-20	2012 FORD EXPEDITION	32,944.00	
							VENDOR TOTAL *	32,944.00	
0000369	00	SAM'S CLUB							
09132011		006178		01	09/14/2011	101-0100-510.20-99	DIRECTORS RETREAT SUPPLIE	16.46	
09132011		006179		01	09/14/2011	101-0400-510.40-09	DIRECTORS RETREAT SUPPLIE	34.76	
							VENDOR TOTAL *	51.22	
8888888	00	SANCHEZ, JOSEPH							
000036437		UT		01	10/05/2011	620-0000-202.11-05	FINAL BILL REFUND	45.91	
							VENDOR TOTAL *	45.91	
8888888	00	SCHAFFNER, AARON							
000027183		UT		01	03/11/2010	620-0000-202.11-05	FINAL BILL REFUND CHECK #:	104224	6.36-
000027183		UT		01	10/12/2011	620-0000-202.11-05	FINAL BILL REFUND	6.36	
							VENDOR TOTAL *	6.36	6.36-
8888888	00	SCOTT, WARREN D							
000036779		UT		01	10/05/2011	620-0000-202.11-05	FINAL BILL REFUND	44.84	
							VENDOR TOTAL *	44.84	
8888888	00	SHEID, KARAN							
000035589		UT		01	10/05/2011	620-0000-202.11-05	FINAL BILL REFUND	22.49	
							VENDOR TOTAL *	22.49	
0003880	00	SILVER THREADS							
F33220		3466	F33220	01	10/12/2011	101-2022-520.20-74	MEND PANTS AND SHIRTS	77.00	
							VENDOR TOTAL *	77.00	
0003167	00	SNOWDEN, BILL R.							
10102011-D		006911		01	10/13/2011	230-1553-540.20-13	ADULT SOFTBALL UMPIRES	144.00	
							VENDOR TOTAL *	144.00	
0004736	00	STATE DISBURSEMENT UNIT							
20111012		PR1012		01	10/12/2011	501-0000-201.10-19	PAYROLL SUMMARY	216.00	
							VENDOR TOTAL *	216.00	
0005231	00	STRICKER, MEREDITH							
10102011		006911		01	10/13/2011	230-1558-540.20-13	YOUTH VOLLEYBALL REFS	120.00	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005231	00	STRICKER, MEREDITH							
							VENDOR TOTAL *	120.00	
0000594	00	TANEY CO CIRCT COURT/ASSOC DIV							
20111012		PR1012		01	10/12/2011	501-0000-201.10-19	PAYROLL SUMMARY	95.08	
							VENDOR TOTAL *	95.08	
0004630	00	TANTONE INDUSTRIES INC.							
4897		PI3419	027497	01	09/30/2011	101-4111-530.20-11	RECYCLING SERVICE FEE	984.16	
							VENDOR TOTAL *	984.16	
0001444	00	TELETOUCH							
582754392		PI3451	027516	01	10/01/2011	620-4310-570.20-10	NUMERIC PAGERS	16.01	
582754392		PI3452	027516	01	10/01/2011	620-4320-570.20-10	NUMERIC PAGERS	8.02	
582754392		PI3453	027516	01	10/01/2011	620-4410-570.20-10	NUMERIC PAGERS	24.03	
582754392		PI3454	027516	01	10/01/2011	620-4420-570.20-10	NUMERIC PAGERS	8.01	
							VENDOR TOTAL *	56.07	
0005245	00	UNITED FLOORING MILLS							
CG101562		006912		01	10/13/2011	140-5010-510.90-11	EN1003-COURTS EXPANSION	117.64	
							VENDOR TOTAL *	117.64	
0005155	00	UNITED WAY OF THE OZARKS							
20111012		PR1012		01	10/12/2011	501-0000-201.10-30	PAYROLL SUMMARY	89.00	
							VENDOR TOTAL *	89.00	
8888888	00	VACATION WORLD INC.							
000006737		UT		01	10/05/2011	620-0000-202.11-05	FINAL BILL REFUND	64.84	
							VENDOR TOTAL *	64.84	
0004841	00	VERIZON WIRELESS							
2619389479		PI3395	027480	01	08/21/2011	101-2060-520.20-09	WRLS POLICE VEH-7/22-8/21	516.28	
							VENDOR TOTAL *	516.28	
0000507	00	WATER PRODUCTS INC							
0835907-IN		006913		01	10/13/2011	620-4310-570.40-30	REIMB/CREDIT TAKEN N ERRO	121.68	
							VENDOR TOTAL *	121.68	
0005225	00	WENDLER, LAIN D.							
DEPOSIT/DEC 2		PI3464	028125	01	10/12/2011	101-0600-510.40-04	DEPOSIT/DEC 2 CHRISTMAS	200.00	
							VENDOR TOTAL *	200.00	
0000423	00	WILLIAMS, HENRY (HANK) N							
10102011-B		006911		01	10/13/2011	230-1553-540.20-13	ADULT SOFTBALL UMPIRES	128.00	
							VENDOR TOTAL *	128.00	
8888888	00	WILLIAMS, KELLY D.							
000026277		UT		01	10/05/2011	620-0000-202.11-05	FINAL BILL REFUND	16.68	
							VENDOR TOTAL *	16.68	
0005118	00	417 CLEANERS							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005118	00	417 CLEANERS							
10032011		PI3456	027535	01	10/03/2011	101-2022-520.20-74	UNIFORM CLEANING	80.34	
							VENDOR TOTAL *	80.34	
							HAND ISSUED TOTAL ***		6.36-
							TOTAL EXPENDITURES ****	618,366.34	6.36-
							GRAND TOTAL **********		618,359.98

PREPARED 10/14/2011 9:02:09
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 10142011 BRSNSLM
VOUCHER SELECTION CRITERIA
Voucher/discount due date 10/15/2011
Bank code . . . . . 01 OZARK MOUNTAIN BANK VENDOR
REPORT SEQUENCE OPTIONS:
Vendor . . . . . X One vendor per page? (Y,N) . . . . . N
Bank/Vendor . . . . . One vendor per page? (Y,N) . . . . . N
Fund/Dept/Div . . . . .
Fund/Dept/Div/Element/Obj
Proj/Fund/Dept/Div/Elm/Obj
This report is by: Vendor
Process by bank code? (Y,N) . . . . . Y
Print reports in vendor name sequence? (Y,N) . . Y
Calendar year for 1099 withholding 2011
Disbursement year/per 2011/10
Check date 10/14/2011

BR 10/14

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002933	00	DOWNTOWN BRANSON MAIN ST ASSOC, INC							
10132011		PI3528	027984	01	10/13/2011	240-1620-510.20-78	FINAL BILL/FIDDLE FESTIVA	847.30	
							VENDOR TOTAL *	847.30	
							TOTAL EXPENDITURES ****	847.30	
							GRAND TOTAL **********		847.30

PREPARED 10/20/2011 14:45:10
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 10202011 BRSNSLM
VOUCHER SELECTION CRITERIA
Voucher/discount due date 11/02/2011
Bank code . . . . . 01 OZARK MOUNTAIN BANK VENDOR
REPORT SEQUENCE OPTIONS:
Vendor . . . . . X One vendor per page? (Y,N) . . . . . N
Bank/Vendor . . . . . One vendor per page? (Y,N) . . . . . N
Fund/Dept/Div . . . . .
Fund/Dept/Div/Element/Obj
Proj/Fund/Dept/Div/Elm/Obj
This report is by: Vendor
Process by bank code? (Y,N) . . . . . Y
Print reports in vendor name sequence? (Y,N) . . Y
Calendar year for 1099 withholding 2011
Disbursement year/per 2011/10
Check date 10/20/2011

10/20/11

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001011	00	AFLAC							
435284		007032		01	10/18/2011	501-0000-201.10-30	OCTOBER 2011 INVOICE	4,814.62	
							VENDOR TOTAL *	4,814.62	
0004917	00	AMERICAN ROCK, LLC							
3946		PI3498	027476	01	09/26/2011	620-4310-570.40-21	1" CLEAN ROCK	165.88	
							VENDOR TOTAL *	165.88	
0003979	00	AMERIPRIDE SERVICES, INC.							
3400023467		PI3590	027474	01	10/15/2011	101-4111-530.20-74	UNIFORM CLEANING	1.26	
3400025345		PI3626	027474	01	10/22/2011	101-4111-530.20-74	UNIFORM CLEANING	1.26	
3400023461		PI3581	027474	01	10/15/2011	101-4142-530.20-74	UNIFORM CLEANING	9.00	
3400023464		PI3585	027474	01	10/15/2011	101-4142-530.20-60	UNIFORM CLEANING	27.60	
3400025339		PI3617	027474	01	10/22/2011	101-4142-530.20-74	UNIFORM CLEANING	9.00	
3400025342		PI3621	027474	01	10/22/2011	101-4142-530.20-60	UNIFORM CLEANING	27.60	
3400023460		PI3577	027474	01	10/15/2011	105-4110-530.20-60	UNIFORM CLEANING	7.20	
3400023460		PI3578	027474	01	10/15/2011	105-4110-530.20-74	UNIFORM CLEANING	13.86	
3400025338		PI3615	027474	01	10/22/2011	105-4110-530.20-60	UNIFORM CLEANING	7.20	
3400025338		PI3616	027474	01	10/22/2011	105-4110-530.20-74	UNIFORM CLEANING	13.86	
3400023468		PI3591	027474	01	10/15/2011	105-4121-530.20-60	UNIFORM CLEANING	3.60	
3400023469		PI3592	027474	01	10/15/2011	105-4121-530.20-60	UNIFORM CLEANING	1.20	
3400023469		PI3593	027474	01	10/15/2011	105-4121-530.20-74	UNIFORM CLEANING	44.10	
3400025346		PI3627	027474	01	10/22/2011	105-4121-530.20-60	UNIFORM CLEANING	3.60	
3400025347		PI3628	027474	01	10/22/2011	105-4121-530.20-60	UNIFORM CLEANING	1.20	
3400025347		PI3629	027474	01	10/22/2011	105-4121-530.20-74	UNIFORM CLEANING	44.10	
3400023466		PI3587	027474	01	10/15/2011	620-4310-570.20-60	UNIFORM CLEANING	1.20	
3400023466		PI3588	027474	01	10/15/2011	620-4310-570.20-74	UNIFORM CLEANING	20.34	
3400023470		PI3594	027474	01	10/15/2011	620-4310-570.20-74	UNIFORM CLEANING	3.96	
3400025344		PI3623	027474	01	10/22/2011	620-4310-570.20-60	UNIFORM CLEANING	1.20	
3400025344		PI3624	027474	01	10/22/2011	620-4310-570.20-74	UNIFORM CLEANING	20.34	
3400025348		PI3630	027474	01	10/22/2011	620-4310-570.20-74	UNIFORM CLEANING	3.96	
3400023459		PI3579	027474	01	10/15/2011	620-4320-570.20-60	UNIFORM CLEANING	9.00	
3400023459		PI3580	027474	01	10/15/2011	620-4320-570.20-74	UNIFORM CLEANING	37.62	
3400023463		PI3584	027474	01	10/15/2011	620-4320-570.20-60	UNIFORM CLEANING	4.80	
3400025337		PI3613	027474	01	10/22/2011	620-4320-570.20-60	UNIFORM CLEANING	9.00	
3400025337		PI3614	027474	01	10/22/2011	620-4320-570.20-74	UNIFORM CLEANING	37.62	
3400025341		PI3620	027474	01	10/22/2011	620-4320-570.20-60	UNIFORM CLEANING	4.80	
3400023466		PI3589	027474	01	10/15/2011	620-4410-570.20-74	UNIFORM CLEANING	11.88	
3400023470		PI3595	027474	01	10/15/2011	620-4410-570.20-74	UNIFORM CLEANING	7.92	
3400025344		PI3625	027474	01	10/22/2011	620-4410-570.20-74	UNIFORM CLEANING	11.88	
3400025348		PI3631	027474	01	10/22/2011	620-4410-570.20-74	UNIFORM CLEANING	7.92	
3400023471		PI3597	027474	01	10/15/2011	620-4415-570.20-74	UNIFORM CLEANING	6.48	
3400025349		PI3633	027474	01	10/22/2011	620-4415-570.20-74	UNIFORM CLEANING	6.48	
3400023462		PI3582	027474	01	10/15/2011	620-4420-570.20-60	UNIFORM CLEANING	10.20	
3400023462		PI3583	027474	01	10/15/2011	620-4420-570.20-74	UNIFORM CLEANING	23.76	
3400023472		PI3598	027474	01	10/15/2011	620-4420-570.20-60	UNIFORM CLEANING	7.50	
3400023472		PI3599	027474	01	10/15/2011	620-4420-570.20-74	UNIFORM CLEANING	27.90	
3400025340		PI3618	027474	01	10/22/2011	620-4420-570.20-60	UNIFORM CLEANING	10.20	
3400025340		PI3619	027474	01	10/22/2011	620-4420-570.20-74	UNIFORM CLEANING	23.76	

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0003979	00	AMERIPRIDE SERVICES, INC.							
3400025350		PI3634	027474	01	10/22/2011	620-4420-570.20-60	UNIFORM CLEANING	7.50	
3400025350		PI3635	027474	01	10/22/2011	620-4420-570.20-74	UNIFORM CLEANING	27.90	
3400023465		PI3586	027474	01	10/15/2011	620-4500-570.20-60	UNIFORM CLEANING	7.20	
3400023470		PI3596	027474	01	10/15/2011	620-4500-570.20-74	UNIFORM CLEANING	3.96	
3400025343		PI3622	027474	01	10/22/2011	620-4500-570.20-60	UNIFORM CLEANING	7.20	
3400025348		PI3632	027474	01	10/22/2011	620-4500-570.20-74	UNIFORM CLEANING	3.96	
							VENDOR TOTAL *	583.08	
0004661	00	BENNETT, MICHAEL R.							
10142011-N		006920		01	10/18/2011	230-1551-540.20-13	ADULT BASKETBALL REFS/SCR	68.00	
10142011-G		006920		01	10/18/2011	230-1553-540.20-13	ADULT SOFTBALL UMPIRES	16.00	
							VENDOR TOTAL *	84.00	
0005240	00	BENZ, CHARLES W. (CHUCK)							
10142011-H		006920		01	10/18/2011	230-1553-540.20-13	ADULT SOFTBALL UMPIRES	64.00	
							VENDOR TOTAL *	64.00	
0005236	00	BISHOP, ALEXIS							
10142011-B		006920		01	10/18/2011	230-1558-540.20-13	YOUTH VOLLEYBALL REFS	120.00	
							VENDOR TOTAL *	120.00	
0000042	00	BRANSON CHAMBER OF COMMERCE							
10142011		007031	027605	01	10/18/2011	240-1620-510.20-32	PARTIAL OCTOBER EXPENSES	422,380.23	
							VENDOR TOTAL *	422,380.23	
0000039	00	BRANSON TRI-LAKES DAILY NEWS							
09/28-VERTICAL		PI3573	027936	01	09/28/2011	620-4310-570.20-45	09/28-VERTICAL TURBINE MT	34.00	
10/01-TRK MTD SP		I3609	027937	01	10/01/2011	620-4410-570.20-45	10/01-TRK MTD SWR CLNG MC	34.00	
09/28-COOPER CR		PI3572	027936	01	09/28/2011	620-4420-570.20-45	09/28-COOPER CREEK PMP RP	34.00	
10/01-MTHLY WAT		PI3608	027937	01	10/01/2011	620-4500-570.20-45	10/01-MTHLY WATER RATE	22.00	
							VENDOR TOTAL *	124.00	
0002402	00	BRENNTAG MID-SOUTH							
BMS095429		PI3503	027470	01	11/03/2011	620-4320-570.40-15	CHLORINE, LIQUID	918.00	
BMS095428		PI3523	027613	01	11/03/2011	620-4420-570.40-15	POT PERMANGANATE FREE FLW	2,149.49	
							VENDOR TOTAL *	3,067.49	
0004639	00	CARNAHAN,EVANS,CANTWELL & BROWN, PC							
175881		PI3536	028119	01	08/31/2011	101-0510-510.20-17	CC1105	495.00	
							VENDOR TOTAL *	495.00	
0004887	00	CEDAR SPRINGS SALES & GRAPHIX							
2886		PI3603	027515	01	10/11/2011	230-1558-540.40-01	T-SHIRTS	269.35	
							VENDOR TOTAL *	269.35	
0000003	00	CITY OF BRANSON PARKS DEPARTMENT							
10192011		007036		01	10/20/2011	101-4111-530.20-18	SUSTAINABILITY GRANT AWRD	2,000.00	
10192011		007036		01	10/20/2011	101-4111-530.20-18	SUSTAINABILITY GRANT AWRD	1,958.38	

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0000003	00	CITY OF BRANSON PARKS DEPARTMENT							
							VENDOR TOTAL *	3,958.38	
0004590	00	CLARK, ROGER							
09222011		006189		01	09/23/2011	101-5010-510.20-43	PER DIEM/TRAFFIC SGNL CON CHECK #: 110673		280.50-
							VENDOR TOTAL *	.00	280.50-
0005163	00	CONTRACT PAPER GROUP, INC.							
43000817101		PI3497		01	09/29/2011	101-0000-130.60-01	PAPER	1,344.80	
							VENDOR TOTAL *	1,344.80	
0005134	00	COOK, KATIE NICOLE							
10142011		006920		01	10/18/2011	230-1580-540.20-13	YOUTH VOLLEYBALL GATEKPRS	64.00	
							VENDOR TOTAL *	64.00	
0000003	00	COOPER, BILLY							
10172011		006917		01	10/17/2011	230-1510-480.60-00	LEFT EARLY DUE TO RV RPRS	156.00	
							VENDOR TOTAL *	156.00	
0000531	00	COPELAND, CURTIS							
10202011		007038		01	10/20/2011	101-5010-510.20-43	PER DIEM/CONF./PICTOMETRY	191.25	
							VENDOR TOTAL *	191.25	
0002237	00	COPY PRODUCTS, INC							
068744		PI3636	027524	01	10/03/2011	101-6010-560.20-55	COPIER/PLANNING	147.00	
068744		PI3637	027524	01	10/03/2011	101-6010-560.20-60	COPIER/PLANNING	196.57	
068758		PI3504	027544	01	10/03/2011	620-4500-570.20-55	COPIER/PW	92.00	
							VENDOR TOTAL *	435.57	
0000425	00	CURTIS, LOREN							
10142011-E		006920		01	10/18/2011	230-1553-540.20-13	ADULT SOFTBALL UMPIRES	48.00	
							VENDOR TOTAL *	48.00	
0005087	00	DAVIS, EMILY							
10172011-A		006920		01	10/18/2011	230-1557-540.20-13	YOUTH SOCCER REFS	40.00	
							VENDOR TOTAL *	40.00	
0004970	00	DELONG PLUMBING TWO, INC.							
19253		PI3500	027593	01	09/15/2011	101-4142-530.20-50	RPLC HEAT EXCHANGER	131.25	
19253		PI3501	027593	01	09/15/2011	620-4500-570.20-50	RPLC HEAT EXCHANGER	131.25	
							VENDOR TOTAL *	262.50	
0002933	00	DOWNTOWN BRANSON MAIN ST ASSOC, INC							
09302011		007035		01	10/20/2011	101-0100-510.20-43	PICCADILLY GALA 2011/TBLE	500.00	
							VENDOR TOTAL *	500.00	
0001303	00	DPC ENTERPRISES, LP							
23201330-11		PI3576	027473	01	10/05/2011	620-4320-570.40-15	CHLORINE	378.00	
							VENDOR TOTAL *	378.00	
0004622	00	DULIN, WILLIAM A. JR.							

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0004622	00	DULIN, WILLIAM A. JR.							
10142011-M		006920		01	10/18/2011	230-1551-540.20-13	ADULT BASKETBALL REFS/SCR	68.00	
							VENDOR TOTAL *	68.00	
0000094	00	EMPIRE DISTRICT ELECTRIC							
ELECT-10/3/11		PI3522	027592	01	10/03/2011	101-4142-530.20-01	ELECT-10/3/11	20.00	
ELECT-10/12/11		PI3563	027592	01	10/12/2011	620-4500-570.20-01	ELECT-10/12/11	791.02	
							VENDOR TOTAL *	811.02	
0000115	00	FEDERAL EXPRESS CORP							
765202902		PI3524	027624	01	10/06/2011	101-1095-510.20-08	SHIPPING	16.92	
							VENDOR TOTAL *	16.92	
0003665	00	FELLERS INC							
2150430		PI3549	028092	01	10/20/2011	105-4121-530.40-23	SIGN MATERIALS	162.00	
2150472		PI3550	028092	01	10/20/2011	105-4121-530.40-23	SIGN MATERIAL	162.00	
							VENDOR TOTAL *	324.00	
0003954	00	HCW PRIVATE DEVELOPMENT CO LLC.							
09302011		PI3571	027775	01	09/30/2011	101-4142-530.20-50	SEPTEMBER EXPENSES	23,866.71	
							VENDOR TOTAL *	23,866.71	
0004739	00	HDR ENGINEERING, INC.							
00325761-H		PI3537	024887	01	09/01/2011	620-4310-570.20-99	BRSN UTILITY RATE STUDY	1,125.00	
							VENDOR TOTAL *	1,125.00	
0004920	00	HENRY SCHEIN MATRX MEDICAL							
2469252-01		PI3525	027767	01	10/04/2011	620-4310-570.40-03	GLOVES	30.00	
2469252-01		PI3526	027767	01	10/04/2011	620-4410-570.40-03	GLOVES	30.00	
2469252-01		PI3527	027767	01	10/04/2011	620-4420-570.40-03	GLOVES	60.00	
							VENDOR TOTAL *	120.00	
0005227	00	HINKLE, TYLER							
10172011-D		006920		01	10/18/2011	230-1557-540.20-13	YOUTH SOCCER REFS	30.00	
							VENDOR TOTAL *	30.00	
0004926	00	HORNICKEL, JOEL							
10172011		006916		01	10/17/2011	101-6010-560.20-43	REIMB/HOTEL JOPLIN CHARRE	86.39	
							VENDOR TOTAL *	86.39	
0003059	00	HYDRO FLOW PRODUCTS INC							
23099		PI3502	028067	01	10/29/2011	101-3011-520.20-52	4" GAUGE CALIBRATE	162.77	
							VENDOR TOTAL *	162.77	
0002047	00	JUSTUS JR, JAMES							
10172011-E		006920		01	10/18/2011	230-1557-540.20-13	YOUTH SOCCER REFS	80.00	
							VENDOR TOTAL *	80.00	
0003217	00	KEE WES EQUIPMENT COMPANY INC							

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0003217	00	KEE WES EQUIPMENT COMPANY INC							
33645		PI3548	027510	01	10/21/2011	101-4142-530.40-03	PINK LOTION LESS SURCHARG	78.40	
33514		PI3567	027510	01	10/16/2011	230-1580-540.40-03	PINK LOTION	29.35	
33646		PI3568	027510	01	10/21/2011	230-1580-540.40-03	PINK LOTION	39.20	
33691		PI3569	027510	01	10/23/2011	230-1580-540.40-03	TOWELS	185.00	
33844		PI3570	027510	01	10/28/2011	230-1580-540.40-03	TOWELS	370.00	
34247		PI3600	027510	01	11/12/2011	620-4320-570.40-03	TOWELS/CLNR/BATTERIES	35.34	
34247		PI3601	027510	01	11/12/2011	620-4500-570.40-01	TOWELS/CLNR/BATTERIES	3.62	
34247		PI3602	027510	01	11/12/2011	620-4500-570.40-03	TOWELS/CLNR/BATTERIES	17.67	
							VENDOR TOTAL *	758.58	
0004146	00	KEETER, BILL							
10142011-K		006920		01	10/18/2011	230-1551-540.20-13	ADULT BASKETBALL REFS/SCR	80.00	
							VENDOR TOTAL *	80.00	
0001350	00	LATHROP & GAGE LAW OFFICES							
0472747		PI3610	028127	01	10/05/2011	101-0510-510.20-17	CC1004	141.59	
0458259/OCT2011		PI3611	028128	01	10/05/2011	101-0510-510.20-17	CC1005	79.38	
							VENDOR TOTAL *	220.97	
0002834	00	LOEWEN, AMY							
10142011-L		006920		01	10/18/2011	230-1551-540.20-13	ADULT BASKETBALL REFS/SCR	68.00	
							VENDOR TOTAL *	68.00	
0004432	00	MCGOLDRICK, MIKAYLA							
10172011-B		006920		01	10/18/2011	230-1557-540.20-13	YOUTH SOCCER REFS	60.00	
							VENDOR TOTAL *	60.00	
0001580	00	MO HWY PATROL/INFO SYS DIV							
231002204		PI3604	027534	01	10/03/2011	101-2010-520.20-09	MULE CHARGES/OCT, NOV,DEC	1,350.00	
							VENDOR TOTAL *	1,350.00	
0000753	00	MOCCFOA							
10182011		006919		01	10/18/2011	101-1011-510.20-43	SMNR/L.WESTFALL/H BARGMAN	330.00	
							VENDOR TOTAL *	330.00	
0005234	00	MORGAN, ANTONIA							
10172011-C		006920		01	10/18/2011	230-1557-540.20-13	YOUTH SOCCER REFS	30.00	
							VENDOR TOTAL *	30.00	
0004402	00	MOTLEY LAW FIRM, P.C., THE							
10122011		PI3558	027519	01	10/12/2011	101-1012-510.20-11	JUDGE SERVICES 10/12/11	1,200.00	
							VENDOR TOTAL *	1,200.00	
0000003	00	MUNSHI, JERILYN							
10142011-J		006920		01	10/18/2011	230-1552-427.30-00	RFND ADULT VB LEAGUE	175.00	
							VENDOR TOTAL *	175.00	
0005228	00	NEWTON, RAVIN M.							

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0005228	00	NEWTON, RAVIN M.							
10172011-F		006920		01	10/18/2011	230-1557-540.20-13	YOUTH SOCCER REFS	50.00	
							VENDOR TOTAL *	50.00	
0003814	00	NILGES, SHAWN M.							
10142011-D		006920		01	10/18/2011	230-1553-540.20-13	ADULT SOFTBALL UMPIRES	16.00	
							VENDOR TOTAL *	16.00	
0001188	00	OFFICE CONCEPTS OF MISSOURI INC							
290238		PI3499	027557	01	09/30/2011	101-2060-520.20-60	COPIER MAINT/POLICE	39.24	
							VENDOR TOTAL *	39.24	
0000003	00	OMAN, MIKE & JULIE							
10172011		006917		01	10/17/2011	230-1510-480.60-00	LEFT EARLY DUE TO CONSTR/	140.40	
							VENDOR TOTAL *	140.40	
0005209	00	PACIFIC BUILDERS INC.							
815		PI3565	028029	01	10/05/2011	101-3011-520.70-07	FR1101-CABINETS/FIRE ST	4,987.69	
							VENDOR TOTAL *	4,987.69	
0002267	00	PARTON, TIMOTHY SEAN							
10142011-I		006920		01	10/18/2011	230-1553-540.20-13	ADULT SOFTBALL UMPIRES	64.00	
							VENDOR TOTAL *	64.00	
0004157	00	PAUL W. KING, LLC							
10012011		PI3564	027664	01	10/01/2011	101-0510-510.20-17	CC1001	1,605.63	
							VENDOR TOTAL *	1,605.63	
0003603	00	PDC LABORATORIES INC							
CM656971S-REV		006493		01	10/04/2011	620-4420-570.20-35	CREDIT FOR DUPLICATE PMT	802.36-	
695852S		PI3538	027469	01	10/30/2011	620-4420-570.20-35	WWT LAB	302.50	
695853S		PI3539	027469	01	10/30/2011	620-4420-570.20-35	WWT LAB	433.00	
695854S		PI3540	027469	01	10/30/2011	620-4420-570.20-35	WWT LAB	498.55	
							VENDOR TOTAL *	431.69	
0004345	00	R J SCHERR & ASSOCIATES							
10062011		PI3560	027577	01	10/06/2011	101-0510-510.20-17	SEPTEMBER FEE	2,520.00	
							VENDOR TOTAL *	2,520.00	
0005235	00	RALL, KRISTEN							
10172011-G		006920		01	10/18/2011	230-1557-540.20-13	YOUTH SOCCER REFS	60.00	
							VENDOR TOTAL *	60.00	
0005251	00	SHAFFER, ELIZABETH S.							
10192011		007037		01	10/20/2011	101-2010-520.20-99	CHARGES FOR TRANSCRIPT	206.50	
							VENDOR TOTAL *	206.50	
0003167	00	SNOWDEN, BILL R.							
10142011-F		006920		01	10/18/2011	230-1553-540.20-13	ADULT SOFTBALL UMPIRES	64.00	

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0003167	00	SNOWDEN, BILL R.							
							VENDOR TOTAL *	64.00	
0005231	00	STRICKER, MEREDITH							
10142011-A		006920		01	10/18/2011	230-1558-540.20-13	YOUTH VOLLEYBALL REFS	120.00	
							VENDOR TOTAL *	120.00	
0004495	00	SUMMIT MAILING & SHIPPING SYSTEMS							
INSM047593		PI3612	028129	01	08/26/2011	101-0710-510.20-60	FLDER/INSERTER 9/27/11-12	1,200.00	
							VENDOR TOTAL *	1,200.00	
0004632	00	TANEY CO EXTENSION COUNCIL							
2011Y24		PI3566	028120	01	10/11/2011	620-4420-570.20-35	8 SOIL TESTS	144.00	
							VENDOR TOTAL *	144.00	
0000399	00	TANEY CO HEALTH DEPT							
1011		PI3505	027576	01	10/03/2011	101-1095-510.20-99	OCTOBER PMT	66,666.67	
							VENDOR TOTAL *	66,666.67	
0000681	00	TRI-LAKES PETROLEUM							
10132011		PI3551	027475	01	10/13/2011	105-4110-530.40-40	FUEL 8/26-9/23	22,088.22	
10132011		PI3552	027475	01	10/13/2011	620-4310-570.40-40	FUEL 8/26-9/23	1,899.87	
10132011		PI3553	027475	01	10/13/2011	620-4320-570.40-40	FUEL 8/26-9/23	1,639.78	
10132011		PI3554	027475	01	10/13/2011	620-4410-570.40-40	FUEL 8/26-9/23	1,275.21	
10132011		PI3555	027475	01	10/13/2011	620-4415-570.40-40	FUEL 8/26-9/23	1,079.06	
10132011		PI3556	027475	01	10/13/2011	620-4420-570.40-40	FUEL 8/26-9/23	5,753.14	
10132011		PI3557	027475	01	10/13/2011	620-4500-570.40-40	FUEL 8/26-9/23	121.88	
							VENDOR TOTAL *	33,857.16	
0003515	00	TYLER TECHNOLOGIES, INC.							
29958		PI3574	028126	01	10/15/2011	101-1012-510.20-57	SEPT MTHLY FEE	125.00	
							VENDOR TOTAL *	125.00	
0005155	00	UNITED WAY OF THE OZARKS							
10182011		006918		01	10/18/2011	101-0000-207.00-00	DONATION-TEAM 5 GRILL RFL	70.00	
							VENDOR TOTAL *	70.00	
0000509	00	WEST GROUP							
823631558		PI3606	027740	01	10/01/2011	101-0510-510.20-31	SEPT SERVICE	1,089.00	
823727204		PI3607	027740	01	10/04/2011	101-0510-510.20-31	SEPT 5- OCT 4 SERVICE	205.00	
							VENDOR TOTAL *	1,294.00	
0000423	00	WILLIAMS, HENRY (HANK) N							
10142011-O		006920		01	10/18/2011	230-1551-540.20-13	ADULT BASKETBALL REFS/SCR	40.00	
10142011-C		006920		01	10/18/2011	230-1553-540.20-13	ADULT SOFTBALL UMPIRES	64.00	
							VENDOR TOTAL *	104.00	
0005118	00	417 CLEANERS							
10102011		PI3559	027535	01	10/10/2011	101-2022-520.20-74	UNIFORM CLEANING	86.52	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005118	00	417 CLEANERS							
10172011		PI3605	027535	01	10/17/2011	101-2022-520.20-74	UNIFORM CLEANING	141.09	
							VENDOR TOTAL *	227.61	
							HAND ISSUED TOTAL ***		280.50-
							TOTAL EXPENDITURES ****	584,503.10	280.50-
							GRAND TOTAL **********		584,222.60