

== NOTICE OF MEETING ==

ADVISORY PARK BOARD

VIRTUAL MEETING NOTICE 610.020(1) RSMo

Committee Meeting – Tuesday, September 15, 2020 – 5:15 p.m.

This meeting is being held virtually. The Advisory Park Board and City Staff will be joining the meeting on an online platform. The public may view the meeting through links on the City of Branson’s website.

City of Branson website: www.bransonmo.gov

View meeting link: <https://bransonmo.gov/livestream>

AGENDA

CALL TO ORDER

ROLL CALL

REGULAR AGENDA ITEMS

- 1) Approval of August 18, 2020 Minutes.
- 2) Review of Annual Revenue Contracts – SeniorAge, John Morris Equipment Co.
- 3) Marketing Presentation.
- 4) Park Update.
- 5) Upcoming Programs and Events.
- 6) Member’s Report.
- 7) Adjourn.

Where Values are the Difference

SEPTEMBER: Stewardship

Wise and cost efficient utilization of all resources.

For more information please visit www.bransonmo.gov or contact:

Lisa Westfall, City Clerk, 417-337-8522

Posted: September 11, 2020

At: _____ By: _____

Page 1 of 2

BRANSON ADVISORY PARK BOARD

REGULAR MEETING

August 18, 2020

5:15pm

Branson RecPlex

CALL TO ORDER

ROLL CALL

Board Members Present: Candy Sullinger, Andrew Brown, Clark Harrison, Scott Wuest, Scott McCaulley, David Parrish, Mica Farley, Julie Wolfe, Jamie Whiteis, Jennifer Holder

Board Members Absent:

Staff Present: Cindy Shook, Jamie Rouch, Jim Cartright, Marsha Fulton

REGULAR AGENDA ITEMS

1. Approve Minutes

July 21, 2020 Regular Meeting

Motion made by Clark Harris and seconded by Andrew Brown to approve the July 21, 2020 minutes as presented. Motion unanimously carried.

2. Review of Financial Report

Cindy shared with the board that Finance Director Jamie Rouch would be providing the park financial report for the board.

Jamie thanked Cindy and opened the financials by reminding the board how COVID had affected the financials and how the report was a comparison year to date from the previous year. Jamie drew the board's attention to the revenue totals, reporting that as of July 31, 2020, the total facility revenue is \$710,303 compared to last year's total of \$1.1 million; the ball programs total is \$36,000 compared to \$61,000 for 2019; with revenue totaling \$1.2 million compared to \$1.4 for 2019, for a difference of \$505,000. She explained the effects on COVID to the budget meant that the parks subsidy in addition to public safety subsidy has been reduced by 25%.

Jamie then moved on to expenditures. Facility expenditures are \$844,900 compared to last year's total of \$1,028,284; ball program expenditures are \$75,133 versus \$93,000 for 2019. Jamie stated that while expenditures were declining, she wanted to point out to Cindy and her staff have done a really great job of cutting expenses.

Cindy asked if Jamie would elaborate more on how the subsidy is determined. Jamie explained yearly that they balance the revenues versus expenditures and are required by city code to maintain a 10% reserve in the Parks fund, meaning that 10% of the operating expenditures has to be in a reserve. Jamie explained that any excess may be transferred to an internal service fund for emergencies or capital replacements.

Clark asked Jamie about the Cares Act and if any of that money had made it way to the Parks Department. Jamie explained that the Federal government distributed money to the states and then the states, based on population, distributed it to the counties. Jamie stated that Taney County was given \$6.4 million, explaining that couldn't be used for anything within your normal budget, it could be used for anything related to COVID. Jamie stated that they were able to submit for the first phase through June, and that she expected the Parks Department to reimburse for some expenses and staff time related to activities such as the grocery shopping and virtual programming that the park staff did during the shut-down. Jamie continued that the second phase will be offered that extends the time frame past June.

Jamie stated one of the hardest things, financially, is that there is not a provision for revenue loss, therefore the city cannot go out and spend money over their budget. She complimented the city staff for pulling together, especially the IT Department, who had really done a great job with getting technology up to where it needed to be to continue to operate during COVID. Clark inquired if Cindy knew if any area parks departments had requested items from the CARES Fund. Cindy responded that she would reach out.

Scott M. asked if there is an application process, and Jamie responded the application was submitted by phases. Jamie confirmed that they already submitted the first one and were now waiting on second phase. She added that there may be an amendment to the application, so right now they were waiting on the county to see what we can be submitted for phase two. Scott M. thanked Jamie for the update and thanked Cindy and the Parks Department for all their hard work.

3. Campground Occupancy Report

Cindy reviewed the campground report through August 6 that compares revenue and occupancy from 2019 to 2020. Cindy reminded the board that she asked the campground manager to track this information due to see how Covid might be impacting the occupancy. Cindy reported that for the month of July, we were only down \$3,761.54 compared to last year. She indicated that the average occupancy for July was 80% with 3,734 site nights. Scott McCaulley stated that going by the eye test, everyone has been coming out and enjoying the campground. Cindy agreed stating being outdoors has been very popular. Cindy went on to say that she had a recent meeting with the manager, who has several good ideas about additional features and sources of revenue, including kayaks and bikes.

4. Parks Update

Cindy introduced Park Maintenance Supervisor Jim Cartright to the board. Jim reported that staff has been very busy with ballfield maintenance this summer during the tournament season, and are now transitioning to overall planning maintenance items and projects for the rest of the year.

Jim provided a review of recent projects in the maintenance area, including annual remulching of playgrounds at the RecPlex, Murphy, Eiserman, and Branson North Parks, with more playgrounds planned next week. He added that they were fortunate to have a group, Future Men, that volunteered to assist with mulching. Jim continued by saying that they had been working at the Dog Park mulching trees and doing general clean-up. In addition, a project to add concrete disc golf pads, which was funded through a neighborhood grant, was completed at Sunset Park.

Cindy reported that Landscape Specialist Amy Jackson is working on flower bed maintenance at City Hall, downtown, the RecPlex and Lakeside Forest. Clark injected that the Tree Keepers had met last Thursday at Lakeside Forest and that Amy had provided training on watering tree and the and Tree Keepers were assigned to certain parks. Clark added that upkeep for new tree plantings is critical for three years. Clark then asked Jim at what height the mowing was being done, explaining if less than 3 inches it dries out the ground when the rain slows down. Jim agreed, stating that they usually had the mowing decks at three inches but he would double check. Clark added that the maintenance crew was always efficient when he saw them and he appreciated it. Andrew inquired if they had taken over some of the mowing could they apply for the Care funds. Cindy explained that her understanding is that the Cares Fund is only available for items outside your normal budget, so the mowing would not be eligible.

Cindy went on to say that the Park's staff had taken over mowing for most of the City due to the cancellation of the mowing contract. Cindy added that while this was a lot to take on, she was grateful that her staff continued to work in lieu of being furloughed. Cindy concluded by stating that the fall months are the time staff is able to focus on park and trail maintenance.

Mica inquired about Arbor Day. Clark confirmed that Amy was working on a celebration this fall were a memorial tree would be planted.

5. Program Update

Cindy shared that they were currently signing up for fall youth programs, including soccer, flag football, and volleyball, in addition to the doggie swim and garage sale. She added that all programs have modifications planned with proper social distancing and masks. Cindy reminded the board they were prepared to shift quickly, if needed, to alternate plans for programs and even virtual programs.

David asked if the modifications were available on the website and if they had they been included in press releases. Cindy confirmed that the modifications for the sports programs were available online, and wording had been included in all press releases alerting the public to masks and social distancing requirements.

Scott McCaulley inquired to Jamie as to if the mask ordinance would be up for a vote in September. Jamie confirmed it was for vote again on September 8th.

Mica stated that she had been in communication with her family doctor, who indicated that the kid to kid transmission was much lower than that of adult to adult. Mica stated that in her opinion, focus should be placed on social distancing between spectators and adults. She stated she personally felt comfortable with the schools' plans, along with the City's and Park's departments. Cindy stated she appreciated Mica's input.

6. Member's Reports

Jennifer shared that recently a client of hers said pretty much what Mica had said regarding contact. She stated she was excited to see what the fall would be this year.

Scott Wuest asked if Cindy had heard about the upcoming Trails Summit with MPRA, and if anyone was attending. Cindy stated she had not seen that but she would be sure to check it out.

Andrew shared that he had inquired about coaching youth soccer this fall if coaches are needed.

Candy welcomed Jennifer Holder to the Park Board and stated she looked forward to getting to know her.

David shared that he had heard a lot of positive feedback for the time slots at the AquaPlex this summer. He wondered if it would be possible to continue offering sessions in the future. Cindy responded that she was happy to hear that positive feedback, and can take a look at that. She stated that this year was difficult because by restricting the number of people on the pool deck, we did depress our revenue, so we were not able to offset our expenses at the same level as in the past, so that would be a major factor.

Mica inquired what the cap was at the pool and what the daily average attendance was previous to COVID. Cindy stated that the daily cap at the pool was 150 and that previous average attendance number during the week was 300 and 400 on a weekend day.

Jamie shared that the business at Tanger Outlets was up 13% last week, with at least half a dozen stores that were top stores in the nationwide, so that was great to see.

Julie agreed that a lot of people enjoyed the time limits at the pool. She agreed if they could find a way to continue it, she would like to see it. Julie also thanked Cindy for all her hard work, especially with Jason being gone.

Scott Wuest added that Spinnaker was up 58% last month, which he knew was good compared to some hotels that are struggling.

Jennifer stated that her employer, Big Cedar, had seen an influx and that they had been sold out since reopening. She also stated that their marketing department had really pushed that the outdoors was the place to be.

ADJOURN

Motion was made by Scott Wuest, and seconded by Julie Wolfe, to adjourn the meeting. All were in favor.

Meeting adjourned 6:30pm

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this ___3rd___ day of ___September_____, ___2020___, by and between the City of Branson, Missouri, a city of the fourth class, ("Lessor,") and SeniorAge Area Agency on Aging, a Missouri non-profit corporation, ("Lessee").

1. **Premises.** The premises hereby leased are legally described as follows:

The following areas of the building located at 201 Compton Dr., Branson, MO 65616.

A. Main Office – exclusive use for duration of agreement.

B. Small Kitchen Office – exclusive use for duration of contract.

C. Conference Room/Office – *shared use 8:00 a.m. – 4:00 p.m. Monday thru Friday.

* "Shared" meaning that the Taney County Care Coordinator shall have access to conduct business.

D. Kitchen and Dishwashing Room – *shared use 7:00 a.m. – 2:00 p.m. Monday thru Friday.

* "Shared" meaning that Branson Community Center staff needs access to the ice machine, sinks, and first aid kit.

E. Community "Hall B" (the east half of the main hall) *shared use 11:00 am to 1:00 pm Monday thru Friday.

* "Shared" meaning that Branson Community Center programs may run slightly into the lunch time frame, or unused table space may be used for small functions during the lunch time frame.

F. One hour of Conference Room time per month for SeniorAge Area Agency on Aging Board meetings.

G. Use of additional time slots, classroom space, and community hall space with consent from the Lessor. Requests for said additional usage must be made no less than 48 business hours in advance.

H. Space is allotted behind the facility for one storage shed and one walk in freezer.

I. In the event of a scheduling conflict, the Lessor will resolve the issue as it deems necessary.

J. The Lessor reserves the right to lease, on a temporary basis, the facility, as the Lessor deems appropriate and consistent with the best interest of the facility.

2. **Term.** Commencing January 1, 2021 and ending December 31, 2021.

3. **Rent.** Lessee covenants and agrees to pay in monthly installments of \$400.00. The payments are due on the first day of the month.

Rent is used to defer the costs of the following utilities and services:

- A. Trash Service.
- B. Electricity.
- C. Water/Sewer.
- D. Building and parking lot maintenance.
- E. Patron restroom supplies.
- F. Janitorial service.
- G. Pest control quarterly.

4. **Lessee's Duties and Responsibilities** are as follows:

The Lessee will assume the responsibility of filling the propane tank as needed for the stoves and ovens. These are the only items on propane in the facility.

The Lessee agrees to maintain structural integrity of the premises and to comply with all local and state health and fire regulations and requirements.

The Lessee is afforded use of kitchen appliances and equipment including refrigerators, mixers, mixing bowls, preparation tables, serving areas, dishes, utensils, etc. and must replace and/or repair these items at their cost as needed, with the understanding that replacement of property must be of equal or higher quality and remains the property of the City of Branson.

Lessee shall not make or cause to be made any alterations, additions, or improvements to the kitchen or install or cause to be installed any fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades or awnings without first obtaining Lessor's written approval and consent, Lessee shall present to Lessor plans and specifications for such work at the time approval is sought. Alterations made by Lessee and any personal property attached to the building, shall become property of Lessor at the expiration of the term of this Lease Agreement or any extensions thereof unless Lessor has specifically agreed in writing the Lessee may remove any such fixtures or alterations.

Signage in and about the premises of the Community Center related to SeniorAge Area Agency on Aging will be mutually agreeable to the parties.

As the primary users of the City owned kitchen appliances/property the Lessee will assume liability for any repairs or replacement of, but not limited to:

- A. Dishwasher.
- B. Stoves and Ovens.
- C. Microwaves.
- D. Steam tables and steam table pans.
- E. Sneeze guards.
- F. Plumbing repair required due to the program, staff, and patrons.

- G. Plates, bowls, saucers, coffee cups, drinking cups, knives, forks, spoons, and serving utensils.
- H. Coffee maker and appropriate coffee urns.
- I. Damages to property due to their program, staff, and patrons.

The Lessee may provide their own appliances/utensils, with the exclusion of large items such as the stoves, ovens, and dishwasher, if they prefer.

The Lessee assumes liability for any property belonging to the Lessee. Storage is available to the Lessee, if they wish to secure their belongings.

The Lessee shall provide the entire consumable product necessary for the operation of their program, including, but not limited to:

- A. All food and beverage products.
 - B. Food storage needs.
 - C. Cleaning chemicals.
 - D. Paper towels.
 - E. Hand Soap and dish soap.
 - F. Trash receptacle liners.
 - G. Napkins.
 - H. Restroom supplies for the staff restroom in kitchen.
5. **Health Code Requirements.** The Lessee shall keep and maintain all kitchen and dining area equipment and facilities in good and sanitary condition in compliance with all local and state health codes. Including, but not limited to:
- A. Cleaning the kitchen and dining area every day immediately following their daily meal program.
 - B. Periodically deep cleaning certain areas in the kitchen, dishwashing room, appliances, tables, and dining area chairs on a daily basis.
 - C. Cleaning the coffee maker, urns, and counter daily.
6. **Facility Rules and Regulations.** The Lessee, including staff and SeniorAge Area Agency on Aging patrons, must abide by all rules and regulations adopted by the Lessor for the facilities. A written copy of such rules and regulations will be provided to the Lessee.
7. **Staff and Patrons.** There are numerous entities functioning from the Branson Community Center. The Lessee is to report any conflicts with staff persons from any of these entities directly to the City's Community Center Manager, at the Branson RecPlex, 417-335-2368.
- A. In the event that the Lessee's staff and the Lessor's staff have a conflict with each other, the Lessor will resolve the issue as it deems necessary.

- B. If there is a conflict among the Lessee's program staff or patrons, the Lessee assumes full liability for resolving or ending the conflict.
- C. If there is a conflict with the Lessor's staff or patrons, the Lessee agrees to contact the community center attendant and allow the City staff to handle the situation.

8. **Insurance.**

A. **By Lessor:** Lessor agrees to carry standard fire and extended coverage insurance and all risks endorsements sufficient by Lessor to carry out Lessor's obligations under this lease.

B. **By Lessee:**

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

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

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

IV. Lessee shall furnish Lessor with certificates of insurance evidencing coverages required under the lease within ten (10) days after the commencement date, and thereafter when required by Lessor and shall be in a form satisfactory to the Lessor.

C. **Indemnification:** Lessee shall defend, indemnify, and hold harmless Lessor, its agents and employees, from all loss, damage, or expense, including attorney fees, resulting from any injury or death to any person, or any loss of, or damage to any property, resulting from the negligent or wrongful acts of Lessee, its agents, employees, contractors, and invitees, on or about the leased premises or on any portion of Lessor's facilities, irrespective of any concurrent negligence on the part of the Lessor, its agents, employees, contractors, and invitees.

9. **Miscellaneous Provisions.** The words "Lessee and Lessor" as used herein shall be construed to include singular and plural, masculine and feminine, individual and corporate parties, and shall include all assignees of the Lessor and all assignees of the Lessee.

This contract may not be modified unless evidenced by an amendment, in writing, signed by both the Lessor and the Lessee after the date thereof.

This agreement may be terminated by either party providing thirty (30) days written notice by first class mail to the address shown in the Notice section of this Agreement.

This agreement is contingent upon receiving Federal funding for the program and, in event of a loss of Federal funding for any reason; this contract is voidable at the option of either party. The Lessee shall notify the Lessor immediately upon loss of funding.

10. **Venue.** This Agreement and every question arising hereunder shall be construed or determined according to the law of the State of Missouri. Should any part of this Agreement be adjudicated, venue shall be proper in the Circuit Court of Taney County, Missouri.

11. **Invalidity of Provisions of Agreement.** If for any reason any provision hereof shall be determined to be invalid, or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

12. **Notice.** All notices required or permitted hereinunder and required to be in writing may be given by first class addressed to Lessor at 110 W. Maddux Street Suite 205, Branson, Missouri 65616, and Lessee at the address indicated below. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

SeniorAge Area Agency on Aging
1735 South Fort
Springfield, MO 65807

13. **Execution of Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, THE SAID Lessee and Lessor have executed this contract in duplicate on the day and year aforesaid.

SeniorAge Area Agency on Aging
("Lessee")

City of Branson, Missouri
("Lessor")

By: Starr Kohler 9-3-2020
Starr Kohler Date
CEO

By: _____
Stan Dobbins Date
City Administrator



APPROVED AS TO FORM:
By: Chris Lebeck #51831 7/17/20
Chris Lebeck #51831 Date
City Attorney

Master Contract Number: C2020-0061

SERVICES CONTRACT

THIS CONTRACT made and entered into this 26th day of November, 2019, by and between the City of Branson, Missouri (the "City") and **John Morris Equipment & Supply Company** ("Service Provider").

WITNESSETH:

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

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

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

1. **Scope Of Work.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities hereinafter set forth in **Exhibit A**.
2. **Exchange of Data.** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.
3. **Payment for Labor and Materials.** The Service Provider agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Service Provider. All of the work required hereunder will be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.
4. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. **The term of the contract will be from a date beginning on January 1, 2020 to a date ending December 31, 2020, with the option to renew the contract for up to five (5) additional one (1) year periods subject to all the terms and conditions set forth herein. Each additional year will require a contract and Board of Aldermen approval. The City reserves the right to either accept or reject any commission adjustments submitted in writing ninety days prior to the end of the current contract period as part of the City's consideration for the contract extension. At expiration of contract any holding over for any cause shall be considered to be an extension on a month to month basis on the terms and conditions specified herein, in so far as they are**

applicable. "Holding over" includes, but is not limited to, time-employed by Service Provider in removing equipment at the expiration of the agreement.

5. Payment.

A. Conditioned upon acceptable performance. The Service Provider agrees to pay the City in accordance with the terms set forth in **Exhibit B**.

6. Termination of Contract.

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

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

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

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

8. Assignment. The Service Provider shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Service Provider from the City under this contract may be assigned to a bank, trust

company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SERVICE PROVIDER:

CITY OF BRANSON, MISSOURI

By: Terry G. Gideon 9-18-2019
(Signature) Date

E. Edd Akers 11/26/19
E. Edd Akers Date
Mayor

Name: Terry G. Gideon
(Printed Name)

Title: General Manager

ATTEST: Lisa K Westfall 11/26/19
Lisa K Westfall Date
City Clerk

Company Name: John Morris Equip. Co.

Address: 2023 S. Glenstone
Springfield, MO 65804

Phone: 849-4821 417-881-1215

APPROVED AS TO FORM: Chris Lebeck #51831 9/13/19
Chris Lebeck #51831 Date
City Attorney

E-Mail: terry@johnmorrisequipment.com

Tax ID: 43-0899-469



John Morris Equipment Co.
2023 S. Glenstone
Springfield, MO 65804

SCOPE OF WORK

1. Purpose: John Morris Equipment agrees to furnish and maintain coin-operated laundry equipment in the City owned campground as outlined in accordance with the general requirements.

2. General Requirements:

The requirements described herein are considered reasonable to meet the City's needs. Bidder having alternate bids to meet these needs, may, after responding to the minimum requirements hereunder, offer alternate service levels for consideration by the City.

2.1 Operator Responsibilities/Scope of Work

John Morris Equipment shall perform, maintain, and operate vending program, including performance of all required duties, including but not limited to, supplying;

Five (5) Maytag® or approved equal high efficiency stack washer/dryers, 18 pound capacity.

One (1) folding table w/fiberglass top, steel legs.

One (1) soap dispenser vending machine.

One (1) lot indoor instruction signage, installing equipment, upkeep of equipment, collecting funds from machines and remitting commissions and other financial considerations to the City.

One (1) dollar/quarter change machine.

2.2 City Responsibilities

The City shall be responsible for the cleanliness and custodial maintenance of the laundry area. The City will provide ample space to insure the satisfactory installation and operation of the equipment to be installed by John Morris Equipment.

The City shall provide a designated representative to call-in service requests for service.

The City will be responsible for stocking quarters in the change machine.

2.3 Term

This Contract will be in effect for an initial period beginning January 1, 2020 through December 31, 2020 considered the base year, plus up to five (5) additional one (1) year periods subject to all the terms and conditions set forth herein.

The City reserves the right to either accept or reject any commission adjustments submitted in writing ninety days prior to the end of the current contract period as part of the City's consideration for the contract extension.

At expiration of contract any holding over for any cause shall be considered to be an extension on a month to month basis on the terms and conditions specified herein, in so far as they are applicable. "Holding over" includes, but is not limited to, time-employed by John Morris Equipment in removing equipment at the expiration of the agreement.

2.4 New Equipment

The bid must be based on the use of new stack washer/dryers. All equipment must be UL rated.

Please include a color photo or brochure and specifications for all equipment to be supplied the City reserves the right to add or delete equipment as demand dictates.

2.5 Quantity/Type of Equipment

The City reserves the right to approve number and types of machines.

2.6 Facility Readiness

The facility to be used for equipment is approximately 12' x 14' or 168 sq. ft.

Any utility or structural upgrades to the facility required to place certain machines must be approved by the City in advance and funded by John Morris Equipment. Funds needed for any upgrades shall not diminish in any manner the proposed financial proceeds to the City.

All equipment and utility or structural upgrades must comply with all City and State of Missouri codes and all proper local permits as required.

Any permanent upgrades to the facilities by John Morris Equipment shall remain at the location and shall become the property of the City without any further compensation to John Morris Equipment by the City.

The City will supply utility services limited to, water, sewerage and electrical. Furthermore, it is agreed that the City shall not be liable for any interruptions or curtailment in utility services due to causes beyond its control, including but not limited to, City's alteration, repair or improvement of premises

2.7 Equipment Removal

John Morris Equipment shall not remove equipment without the City's written consent. (Exception: Machines may be exchanged for like machines without receiving prior

consent, however, the machine must be new or refurbished and John Morris Equipment shall advise the City in writing immediately following a change of equipment.)

2.8 Advertising

All language and slogans must be in good taste and compliment the professional image of the City and should promote good public relations.

2.9 Compliance with Laws/Permits/Licenses

John Morris Equipment shall be responsible for obtaining all licenses, permits and permissions.

2.10 Product Pricing

Changes in the vend price must conform, where applicable, to initial bid specifications. No change in the vend price of products shall be made without the written consent of the City.

2.11 Commissions

Commission payments shall be based on gross receipts. The term "gross receipts" is hereby defined to mean receipts from all sales from all business conducted upon or from the premises by John Morris Equipment and all others. Gross Receipts shall not include sales of merchandise for which cash has been refunded, or allowances made on merchandise claimed to be defective or unsatisfactory, provided such sales have been included in Gross Receipts.

2.12 Operator Personnel

All personnel associated with your organization that will be servicing the City locations will be required to display proper identification. John Morris Equipment's employees will be subject to the rules and regulations of the City while on the City's premises.

2.13 Reports/Payments

A copy of the expected format for a monthly sales/commission report must be included. This report shall be generated monthly.

All commission checks should be made payable to the City of Branson and forwarded together with all usual accounting and financial reports and monthly collection tickets.

2.14 Service calls

John Morris Equipment shall respond to requests for service within a reasonable amount of time so as to minimize the loss of revenue. Regular service shall be made available

between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, excluding City recognized holidays.

2.15 Tax Obligations

John Morris Equipment is responsible for any tax obligations.

2.16 Refunds

Equipment malfunctions will from time to time result in loss to vending machine customers. John Morris Equipment should allow for recovery of lost monies.

2.17 Complaints

John Morris Equipment agrees to designate an agent or representative upon whom any and all complaints, demands, or notices of any kind, which the City may desire to give or deliver to John Morris Equipment in connection with the contracted services, may be served. If John Morris Equipment wishes to change its designated agent or representative, John Morris Equipment agrees to notify the City in writing. Said person will meet and confer with Parks and Recreation Director or his/her designee, upon request, to discuss any and all complaints, demands or notices of any kind.

2.18 Right to Audit

John Morris Equipment shall maintain financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. John Morris Equipment shall retain these records for a period of three years after final payment, or until the City audits them whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the City, its designees, or other authorized bodies. Such audits will be conducted during normal business hours.

PRICING PAGE

John Morris Equipment provided commission-pricing information as specified below to provide laundry equipment in accordance with the terms and conditions of the contract.

001.	Washer vend	\$ 2.00
002.	Dryer vend	\$ 1.75
003.	Soap vend	\$ 0.75
004.	Commission	56%

BRANSON PARKS AND RECREATION



HALLOWEEN HAYRIDE

Geared towards families and children up to 12 years old. Enjoy a hayride through the woods and fall themed games to follow. S'mores provided!

OCTOBER 27-30

Cost \$5 per person. Children under 2 are free
Reserve your spot today at bransonparksandrecreation.com

