

== NOTICE OF MEETING ==

ADVISORY PARK BOARD

VIRTUAL MEETING NOTICE 610.020(1) RSMo

Committee Meeting – Tuesday, October 20, 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 September 15, 2020 Minutes.
- 2) Review of Annual Revenue Contracts – PepsiCo.
- 3) Budget Update.
- 4) Presentation of 2021 Proposed Fee Schedule.
- 5) Marketing Presentation.
- 6) Presentation of new Outdoor Initiatives.
- 7) Member’s Report.
- 8) Adjourn.

Where Values are the Difference

OCTOBER: Open Communication/Transparency

Open sharing of information between employees, citizens and visitors.

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

Lisa Westfall, City Clerk, 417-337-8522

Posted: October 15, 2020

At: _____ By: _____

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BRANSON ADVISORY PARK BOARD

REGULAR MEETING

September 15, 2020

5:15pm

Branson RecPlex

CALL TO ORDER

ROLL CALL

Board Members Present: Scott McCaulley, Andrew Brown, Clark Harrison, Scott Wuest, Jamie Whiteis, Mica Farley

Board Members Absent: Candy Sullinger, David Parrish, Julie Wolfe, Jennifer Holder

Staff Present: Cindy Shook, Brien Halterman

REGULAR AGENDA ITEMS

1. Approve Minutes

Motion made by Andrew Brown and seconded by Mica Farley to approve the August 18, 2020 minutes as presented. Motion carried.

2. Review of Annual Revenue Contracts

Cindy presented the SeniorAge contract for review. She shared with the board that the SeniorAge contract has been an annual contract since 1991, when the Community Center was built. SeniorAge provides a daily hot meal for seniors and delivers meals to the home bound. Cindy reported the lease is the same as last year and provides rental income in the amount of \$400.00 per month. Cindy added that due to COVID-19, they have not provided in person meals since March, rather meals are available for pick up and meals continue to be delivered to the home bound.

Scott Wuest asked if the City carried any debt on the building, and Cindy replied no. Scott then asked what expenses were covered in the lease. Cindy responded that SeniorAge is responsible to cover all their own expenses to operate (staff expenses, equipment, supplies, etc) as well as the propane that powers the kitchen appliances. Scott asked if there were reserves set aside to help take care of the building. Cindy explained that monies are budgeted annually in the operating budget, as we are able, for replacement of equipment. Larger items, such as HVAC replacement or parking lot repaving, are requested as part of the capital budget. Cindy added that SeniorAge has been a great partner and very proactive about assisting with building improvements. They have also made several successful requests

for funding for items such as replacement cabinets in the kitchen, a new dishwasher, projector and speakers and automatic doors for the bathroom from the Taney County Senior Tax Board.

Andrew Brown made a motion to approve the SeniorAge Contract. Clark Harris seconded the motion. Motion unanimously carried.

The second contract to be presented was John Morris Equipment, who supplies washers and dryers for the RV guests to use at the Branson Lakeside RV Park.

Cindy explained that this contract went out to bid in 2019 and that there is an option to renew the contract up to four additional years. Cindy stated that the prices had not changed from last year. The vending price to use the washing machine is \$2.00 and the price for the dryer is \$1.75, with the City of Branson receiving 56% of the revenue.

Scott McCaulley commented that this was another revenue source for the campground and that he assumed they must do pretty good. Cindy responded that the laundry is popular and is a good source of revenue, although we have seen a decline this year, possibly due to COVID-19. She added that she expects the laundry revenue to rebound in 2021 and is projecting \$8,600.00.

Andrew Brown made a motion to approve the John Morris Equipment contract. Mica Farley seconded the motion. Motion unanimously carried.

3. Marketing Presentation

This items was tabled for a future meeting.

4. Parks Update

Cindy introduced new Assistant Parks Director, Brien Halterman.

Brien shared with Park Board his 20 plus years of experience in the field of Parks and Recreation. Scott inquired how Brien found the department from his previous job in Virginia. Brien explained that his previous department had shut down operations and that he had found the posting for Branson online. He stated he was very happy and appreciative of the opportunity that Cindy had provided and that it had been great so far. Scott welcomed him to department.

Cindy shared some of the items that the maintenance department had been busy with that included:

- Replacing lights at soccer fields and ballfields.
- Touch up painting pickleball courts.
- Cleaning up and mulching the parks.
- Support of the recent Autumn Daze event in downtown Branson.
- Soccer season was getting ready to start so painting of the fields were underway.

Mica shared that flag football practice at Stockstill went really well and wanted to say good job to everyone.

Cindy provided a brief update on phase 1 of the CARES Act. Cindy stated that she recently received some good news from the Finance Director that the Park's Department was receiving reimbursement in the amount of \$5438.00, which was the largest refund among the departments. This included staff time from the shut down for grocery shopping and virtual programming had been received. Cindy went on to say that they were moving forward on purchasing additional sanitizing equipment for consideration of phase 2 reimbursement.

Scott McCaulley asked how the garage sale went. Cindy stated that the sale went great, explaining that half of the booths moved to the ballfield parking lot to mitigate the crowd and allow for additional social distancing. Andrew stated that it was nice how it was spread out. He stated that he saw a couple of people selling drinks and food and wondered if this might be a source of revenue for the department next year.

5. Upcoming Programs and Events

Cindy shared the following updates with the board members:

- The annual doggie swim was held the previous weekend went great, with 90 dogs and 177 people participating, up from 88 dogs and 144 people in 2019. Cindy shared that former Parks Director, Randy Warner, attending the doggie swim with his dog.
- The youth flag football league is new this year and was going very well, under Carlie Allison's leadership. The league is played at the Branson High School and is a partnership with Branson school.
- The youth fall soccer league is underway, with 57 teams competing, compared to 61 teams in 2019. The games will start in September.
- The youth volleyball league is underway, with 16 teams competing, compared to 22 teams in 2019.
- Traci will be hosting her first Girls Night Out at the Community Center tonight, the first one since COVID-19.
- Cindy stated that Boonanza will not be held this year. In its place, two new Halloween events, a hayride for the younger kids and a haunted barn for the older kids, will be offered. Cindy explained that these events are smaller events designed to mitigate crowds and will be held over four nights.

6. Member's Reports

Scott Wuest shared that he would be attending the upcoming virtual Trails Summit hosted by the Missouri Parks and Recreation Association. Scott shared that one area he was interested in was the funding for the trails. He shared he was excited to sit in on the summit then maybe follow up with Cindy and some of the staff to discuss it.

ADJOURN

Meeting adjourned 5:45 pm

Master Contract Number: C2020-0021
Sub-Contract Number: _____

NOTICE OF CONTRACT RENEWAL SERVICES CONTRACT

THIS RENEWAL made and entered into this _____ day of _____, 20____, by and between the City of Branson, Missouri (the "City") and **PepsiCo** ("Service Provider") for renewal period **One** from **January 1, 2021 to December 31, 2021**.

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

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

2. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Thirty Thousand Dollars (\$30,000.00)**, all of which is **dependent upon budget appropriations**.

3. **Compensation.** It is expressly understood that the commission rates listed as follows will be in effect from January 1, 2021 to December 31, 2021.

a. 001. Percentage of vending gross sales to the City in the amount of 50%

002. Soda	20 oz.	\$0.70 / bottle	\$16.64 / case
003. Water	20 oz.	\$0.54 / bottle	\$13.00 / case
004. Sport Drink	20 oz.	\$0.78 / bottle	\$18.72 / case
005. Tea	18.5 oz.	\$1.39 / bottle	\$16.64 / case
006. Flavored Tea	12 oz.	\$0.36 / can	\$ 8.65 / case
007. Iced Coffee	13.7 oz.	\$2.08 / bottle	\$24.96 / case

008. Maximum pricing percentage increase each year 4%

009. Rebate price for total number of cases sold per year in the amount of \$4.00/case

010. Other considerations

\$500.00 per year to be used on any point of sale items needed for all locations. Examples would be umbrellas, banners and all signs needed.

4. **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.

5. **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.

Master Contract Number: C2020-0021
Sub-Contract Number: _____

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

SERVICE PROVIDER:

By: [Signature] 9-22-20
(Signature) Date

Name: Ron Henry
(Printed Name)

Title: Sale Representative

Company Name: Pepsi Co

Address: 2200 E. Turner St.

Phone: Springfield mo. 65803
417-837-1405

E-Mail: ron.henry@pepsi.co.com

CITY OF BRANSON, MISSOURI

E. Edd Akers Date
Mayor

ATTEST:

Lisa K Westfall Date
City Clerk

APPROVED AS TO FORM:
[Signature] #51831 9/22/20
Chris Lebeck #51831 Date
City Attorney

Master Contract Number: 2020-0021**SERVICES CONTRACT**

THIS CONTRACT made and entered into this 23rd day of September, 2019, by and between the City of Branson, Missouri (the "City") and **PepsiCo** ("Service Provider").

WITNESSETH:

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

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

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

1. **Scope Of Work.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities hereinafter set forth in **Exhibit A**.
2. **Addition to Work.** The City and the Service Provider may amend the scope of work set forth in **Exhibit A**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7B of this contract. Any amendments shall be in written form and prepared and approved by the appointed City Officials and countersigned by the Service Provider.
3. **Exchange of Data.** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.
4. **Payment for Labor and Materials.** The Service Provider agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Service Provider. All of the work required hereunder will be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.
5. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. **The term of the contract will be from a date beginning on January 1, 2020 to a date ending December 31, 2020, with the option to renew the contract for up to four (4) additional one (1) year renewal 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.

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 Thousand Dollars (\$30,000.00)**, all of which is dependent upon budget appropriations.

8. **Compensation.** It is expressly understood that the commission rates listed in **Exhibit B** will be in effect from **January 1, 2020 to December 31, 2020**. These rates may be subject to changes for each renewal period, depending on the acceptance or rejection of any commission adjustments submitted by the Service Provider.

9. **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.

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. **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.

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

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

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

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

SERVICE PROVIDER:

By: Mark Esquivel 9/23/19
(Signature) Date
Name: MARK Esquivel
(Printed Name)
Title: FSR
Company Name: PepsiCo
Address: 2200 E. Turner
Springfield, Missouri 65803
Phone: 417-268-5949
E-Mail: mark.esquivel@pepsico.com
Tax ID: 13-1584302

CITY OF BRANSON, MISSOURI

E. Edd Akers 9/22/19
E. Edd Akers
Mayor

ATTEST:
Lisa K Westfall 9/22/19
Lisa K Westfall
City Clerk



APPROVED AS TO FORM:

Chris Lebeck #51831
Chris Lebeck #51831
City Attorney

9/15/19
Date

PepsiCo
2200 E. Turner
Springfield, MO 65807

SCOPE OF WORK

1. Purpose: PepsiCo agrees to be the City's vending operator as outlined in accordance with the general requirements.

2. General Requirements:

The requirements described herein are considered reasonable to meet the City's needs.

2.1 Operator Responsibilities/Scope of Work

PepsiCo shall perform, maintain, and operate a soda vending program, including performance of all required duties, including but not limited to, supplying vending machines (bottle, can and/or fountain) and related equipment, installing equipment, upkeep of equipment, supplying brand name products, filling machines with product, collecting funds from machines and remitting commissions and other financial considerations to the City.

2.2 Term

This Contract will be in effect for a period of five (5) years, the base year plus up to four (4) additional one (1) year renewal 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 PepsiCo in removing equipment at the expiration of the agreement.

2.3 Vending Machines/Equipment

The proposal must be based on the use of new or acceptable refurbished vending machines with non-resettable cash accounting meters and bill validators. 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.

2.4 Quantity/Type of Equipment

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

2.5 Facility Readiness

Any utility or structural upgrades to the facility required to place certain machines must be approved by the City in advance and funded by PepsiCo. 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 food service codes and all proper local permits as required.

Any permanent upgrades to the facilities by PepsiCo shall remain at the location and shall become the property of the City without any further compensation to PepsiCo by the City. Permanent upgrades include, but are not limited to utility upgrades, countertops attached to the facility, any other device or structure attached to the facility.

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 the premises

2.6 Additional Equipment

Additionally, PepsiCo must be prepared to add machines at the request of the City at various future locations at the discretion of the City of Branson Parks and Recreation Director.

2.7 Change Machines

In certain instances, PepsiCo may be required to supply additional change machines at the discretion of the City.

2.8 Accessibility

All machines must comply with all accessibility requirements established by the local, state, and federal guidelines.

2.9 Non-profitable machines

Non-profitable machines must be left in place. Removal of non-profitable machines will only be allowed after the City gives prior written permission.

2.10 Care of Equipment

Machines should be kept clean and free of graffiti.

2.11 Equipment Removal

PepsiCo shall not remove equipment from any location 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 PepsiCo shall advise the City in writing immediately following a change of equipment.)

2.12 Advertising

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

2.13 Compliance with Laws/Permits/Licenses

PepsiCo shall be responsible for obtaining all licenses, permits and permissions.

2.14 Product Stocking

Machines shall be kept continuously stocked with fresh, quality, and brand name merchandise. At times PepsiCo may be required to provide certain commodities at the request of the City.

2.15 Product Pricing

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

2.16 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 PepsiCo 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.

The City of Branson would also entertain the following items for the recreation program:

- A. Umbrellas for the Pool
- B. Product donations for Special Events
- C. Signage, coolers etc.

2.17 Operator Personnel

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

2.18 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.

2.19 Service calls

PepsiCo 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.

2.20 Tax Obligations

PepsiCo is responsible for any tax obligations.

2.21 Refunds

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

2.22 Complaints

The PepsiCo 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 PepsiCo in connection with the contracted services, may be served. If PepsiCo wishes to change its designated agent or representative, PepsiCo 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.

2.23 Right to Audit

The PepsiCo shall maintain financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. PepsiCo 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 one-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

PepsiCo provided commission-pricing information as specified below to provide vending operations in accordance with the terms and conditions of the contract.

- 001. Percentage of vending gross sales to the City in the amount of 50%

002.	Soda	20 oz.	\$0.67 / bottle	\$16.00 / case
003.	Water	20 oz.	\$0.52 / bottle	\$12.50 / case
004.	Sport Drink	20 oz.	\$0.75 / bottle	\$18.00 / case
005.	Tea	18.5 oz.	\$1.33 / bottle	\$16.00 / case
006.	Flavored Tea	12 oz.	\$0.35 / can	\$ 8.32 / case
007.	Iced Coffee	13.7 oz.	\$2.00 / bottle	\$24.00 / case

- 008. Maximum pricing percentage increase each year 4 %

- 009. Rebate price for total number of cases sold per year in the amount of \$ 4.00 / case

- 010. Other considerations
\$500.00 per year to be used on any point of sale items needed for all locations. Examples would be umbrellas, banners and all signs needed.

UNAUDITED

**Parks & Recreation Program
Cost Analysis
75% OF 9 MONTH as of September 30, 2020
FY 2020, PERIOD 9 UNAUDITED**

Program	Program Revenues	Program Revenues	Program Expenditures	Program Expenditures	Operating Rev (Exp)	Operating Rev (Exp)
	2020 YTD	2019 YTD	2020 YTD	2019 YTD	2020 YTD	2019 YTD
Administration	-	-	328,176	269,966	(328,176)	(269,966)
Capital	-	-	-	5,800	-	(5,800)
Community Center	10,760	24,550	54,127	60,282	(43,367)	(35,732)
Recreation Complex	-	-	-	-	-	-
RecPlex	185,980	254,911	371,942	422,788	(185,962)	(167,877)
Concessions	123,244	182,762	92,641	133,412	30,603	49,350
Tournaments	37,628	60,784	-	1,359	37,628	59,425
Dog Park	5,714	5,860	3,415	2,734	2,299	3,126
Day Camp	5,770	62,055	14,282	63,066	(8,512)	(1,011)
Pool	67,596	116,756	88,179	138,405	(20,583)	(21,649)
Swim Team	3,255	10,786	5,429	15,548	(2,174)	(4,762)
Golf Course	-	-	-	444	-	(444)
Campgrounds	539,481	672,881	209,507	232,859	329,975	440,021
Special Events/Programs	12,563	11,955	8,699	7,495	3,864	4,460
Cheerleading	-	-	-	-	-	-
Total Facilities/Other	991,990	1,403,299	1,176,396	1,354,158	(184,406)	49,141
Youth Flag Football	3,718	-	1,389	-	2,329	-
Adult Basketball	6,940	8,745	16,395	11,502	(9,455)	(2,757)
Adult Volleyball	2,345	4,300	7,248	6,642	(4,903)	(2,342)
Adult Softball	-	2,425	1,201	1,044	(1,201)	1,381
Tennis	8,525	3,068	1,216	1,353	7,309	1,715
Youth Baseball	27,715	36,775	18,278	30,698	9,437	6,077
Youth Basketball	1,840	590	25,197	27,899	(23,357)	(27,309)
Youth Soccer	19,595	41,003	17,127	22,316	2,468	18,686
Youth Volleyball	4,500	6,140	6,123	5,879	(1,623)	261
Adult Football/Soccer	-	-	794	-	(794)	-
Total Ball Programs	75,178	103,045	94,969	107,333	(19,791)	(4,288)
Parks	-	9,868	346,709	403,060	(346,709)	(393,192)
Liberty Plaza	-	-	959	8,559	(959)	(8,559)
Total	1,067,168	1,516,212	1,619,033	1,873,110	(551,865)	(356,898)
Other Revenues:						
Cigarette Tax	51,786	55,728	-	-	51,786	55,728
Other Revenues	8,313	8,122	-	-	8,313	8,122
Transfer/Landscape	-	-	-	-	-	-
Transfer/General	583,333	667,831	-	-	583,333	667,831
Total	1,710,600	2,247,894	1,619,033	1,873,110	91,567	374,784

Administration Expense is
20%
of the Total Expense

UNAUDITED

Youth Sports

<u>Individual Sport Entry</u>	<u>Branson 2020</u>	<u>Ozark</u>	<u>Republic</u>	<u>Nixa</u>	<u>Willard</u>	<u>Springfield</u>	<u>Branson 2021</u>
Baseball/Softball	\$35	\$50	--	\$52	\$50	--	\$40
<i>Non-Resident</i>	\$40	\$65	--	\$60	--	--	\$45
Basketball	\$35	\$45	--	\$52	\$50	\$45	\$40
<i>Non-Resident</i>	\$40	\$60	--	\$60	--	--	\$45
Volleyball	\$35	\$45	--	\$52	\$50	\$45	\$40
<i>Non-Resident</i>	\$40	\$60	--	\$60	--	--	\$45
Soccer	\$35	\$45	--	\$52	\$50	\$45	\$40
<i>Non-Resident</i>	\$40	\$60	--	\$60	--	--	\$45
Flag Football	\$25	--	--	--	--	\$45	\$25
<i>Non-Resident</i>	\$25	--	--	--	--	--	\$25
<u>Team Sport Entry</u>	<u>Branson 2020</u>	<u>Ozark</u>	<u>Republic</u>	<u>Nixa</u>	<u>Willard</u>	<u>Springfield</u>	<u>Branson 2021</u>
Baseball/Softball	\$300	--	\$300 (\$125 Tiny Tot)	--	--	\$225 PeeWee/u6/u8	\$350
<i>Non-Resident</i>	\$325	--	\$325 (\$140 Tiny Tot)	--	--	\$245 u10 \$335 u12	\$375
Basketball	\$270	--	\$275 (\$150 PeeWee)	--	--	--	\$315
<i>Non-Resident</i>	\$290	--	\$300 (\$175 PeeWee)	--	--	--	\$335
Volleyball	\$230	--	\$200 - Fall (6 games) \$225 - Winter (8)	--	--	--	\$280
<i>Non-Resident</i>	\$250	--	\$225 - Fall (6 games) \$250 - Winter (8)	--	--	--	\$300
Soccer	\$315 (u8-u15) \$215 (u6)	--	\$250 - u10/u12 \$200 - u8 \$150 - PeeWee/u6 \$275 - u10/u12	--	--	Lake Country Soccer \$75 (PeeWee Ind.) \$400 (PeeWee/u6) \$450 (u8) \$575 (u10)	\$360 (u8-u15) \$250 (u6)
<i>Non-Resident</i>	\$340 (u8-u15) \$225 (u6)	--	\$225 - u8 \$175 - PeeWee/u6	--	--	\$665 (u12) \$795 (u15)	\$385 (u8-u15) \$260 (u6)
Flag Football	\$250	--	\$175	--	--	--	\$250
<i>Non-Resident</i>	\$250	--	\$200	--	--	--	\$250

Dog Park

<u>Facility List</u>	<u>Branson 2020</u>	<u>Ozark</u>	<u>Republic</u>	<u>Nixa</u>	<u>Willard</u>	<u>Springfield</u>	<u>Branson 2021</u>
Dog Park	\$25	--	--	--	--	\$35	\$30
Additional Dog	\$5	--	--	--	--	\$35	\$5
<i>Non-Resident</i>	\$30	--	--	--	--	\$35	\$35
<i>Additional Dog - Non-Resident</i>	\$10	--	--	--	--	\$35	\$10
Facility Membership	\$30	\$220 (annual)		\$205 (youth annual)		\$150 (youth)	
Additional Family	\$15	\$22 (monthly)		\$210 (senior annual)		\$180 (college)	
<i>Non-Resident</i>	\$35	--		\$210 (senior annual)		\$215 (senior)	
<i>Additional Family - Non-Resident</i>	\$15	--		\$310 (adult)		\$320 (adult)	
						\$495 (family)	

Aquatic Center

<u>Facility List</u>	<u>Branson 2020</u>	<u>Ozark</u>	<u>Republic</u>	<u>Nixa</u>	<u>Willard</u>	<u>Springfield</u>	<u>Branson 2021</u>
Pool Daily Pass	\$4		\$5.50	\$5	\$5 (3+), \$4 (55+)	\$3 (youth)	\$5
<i>Non-Resident</i>	\$5		\$6.50	\$6		\$4 (adult)	\$6
Pool Season Pass	\$60		\$100	\$95	\$110 (Family of 3)		\$60
Additional Family	\$25		\$20	\$15	\$10		\$25
<i>Non-Resident</i>	\$65		\$120	\$115			\$72
<i>Additional Family - Non-Resident</i>	\$25		\$25	\$20			\$30

Campground

<u>Facility List</u>	<u>Branson 2020</u>	<u>ABC Campground</u>	<u>Musicland</u>	<u>KOA</u>	<u>SDC Campground</u>	<u>Cooper Creek</u>	<u>Branson 2021</u>
RV Site	\$36-\$45	\$41.65-\$54	\$44.95-\$49.95	\$51-\$54	\$48 - \$52	\$46-\$59.50	\$39-\$50
Premium Site	\$55						\$60
Monthly	\$588	\$685					\$624
Additional People 18+	\$2/person	\$4/person	\$3/person				\$2/person

**Branson Parks & Recreation Department
2021 Fee Schedule**

A Branson resident is defined as a person or household maintaining a residence or owning a business within the city limits of Branson. Verification of this residency will be completed by providing any of the following:

- >Picture ID with address within the City limits of Branson
- > Current (within the last month) water or utility bill
- > Voter registration card
- > Business license and check imprinted with a Branson address

Youth Program Fees

	Fee	Resident Discount Fee	
Youth Baseball/Softball			
Individual	\$45	\$40	
Team	\$260	\$250	U6
	\$375	\$350	U8-U16
Youth Volleyball			
Individual	\$45	\$40	
Team	\$300	\$280	
Youth Soccer			
Individual	\$45	\$40	
Team	\$260	\$250	U6
	\$385	\$360	U8-U15
Youth Basketball			
Individual	\$45	\$40	
	\$225	\$215	U6
Team	\$335	\$315	U6-U14
Cheerleading	\$45	\$40	
Youth Tennis Clinics	\$35	\$30	
Day Camp	\$90	\$90	
Archery Clinic	\$30	\$30	

Adult Team Fees

Adult Softball	\$275	\$250
Adult Basketball	\$315	\$290
Adult Volleyball	\$200	\$175
Adult Soccer	\$275	\$250

	Fee	Resident Discount Fee	Notes
Aquatic Center Fees			
Daily Admission	\$6	\$5	2 and under free
Season Pass	\$72	\$60	1st person in the household
	\$30	\$25	additional family member
Splash Time	\$3	\$3	
Lap Swim	\$3	\$3	
Spectator fee	\$3	\$3	
Group Rate	\$4	\$4	
Birthday Parties	\$60	\$55	Party Pavilion
	\$100	\$85	Party Package
	\$165	\$145	Mega Package
Private Party Rental	\$220	\$220	50 people or less
	\$250	\$250	51-99 people
	\$300	\$300	100 people and over
Swim Lessons	\$40	\$35	
Toddler/Preschool Swim Lessons	\$45	\$40	
Junior Lifeguard Training	\$35	\$30	
Swim Team	\$85	\$80	
	\$80	\$75	2nd child
Rentals			
RecPlex Community Room A	\$35	\$30	
RecPlex Community Room B	\$45	\$40	
RecPlex Community Room C	\$65	\$55	
RecPlex Patio	\$30	\$25	
Andy's Party Room	\$60	\$55	
Inflatable	\$60	\$60	
Pavilion	\$25	\$20	4 hours
	\$35	\$30	8 hours
Gymnasium	\$30/\$60	\$25/\$50	hr
Gymnasium Complex	\$480		hr/8 hour minimum
Ballfield	\$150	\$135	per field
Ballfield Complex	\$600		per day
Practice - No Lights	\$15	\$10	per hour
Practice - with Lights	\$25	\$20	per hour
Tennis Courts	\$15	\$10	per hour
Tennis Complex (5 courts)	\$200	\$200	
Lock - In	\$800	\$750	

	Fee	Resident Discount Fee	Notes
RecPlex Membership Fees			
1st Family Member	\$35	\$30	
Additional Family Member	\$15	\$15	
Dog Park			
Daily Pass	\$5	\$5	per dog
	\$2	\$2	additional dog
Three Day Pass	\$10	\$10	per dog
	\$5	\$5	Additional dog
Yearly Membership	\$35	\$30	
	\$10	\$5	Additional dog
Community Center			
Main Hall	\$90		1st 4 hours
	\$10		each additional hour after 4
Card Room	\$15		per hour
Classroom	\$25		per hour
Liberty Plaza			
Stage	\$30		per hour for hours 1-4
	\$25		per hours for hours 5+
Parking Lot Closure	\$250		requires 4 hour minimum stage rental
Campground			
Back-in Sites	\$39		
Pull-thru Sites	\$41		
Lakefront Pull-thru Sites	\$44		
Pull-thru Super Sites	\$50		
Premium Pull-thru Sites	\$60		

Any camper staying for 6 consecutive days is eligible for a free campsite on the 7th day.

Additional person, over 18	\$2.00 per night	
Monthly Rate	\$624.00	Back-in sites only
Winter Rate	\$26.00	January 1st - February 28th

Good Sam's Discount - Good Sam's members receive a 10% discount

Veteran's Discount - Veterans receive a 10% discount

Rally Rate - Rallies with a minimum of 8 reservations will receive a 20% discount.

The wagon master (rally coordinator) of a rally which occupies 8 or more campsites shall receive one such campsite free during scheduled rally dates.

TAG US ON



WITH YOUR



"TAKES FROM THE TRAIL"



20in20'

Hiking Program

Branson Parks and Recreation Trail System

Find out more at www.bransonparksandrecreation.com