

== NOTICE OF MEETING ==

BOARD OF ALDERMEN

Special Meeting – Thursday, March 19, 2020 – 6:00 p.m.
Council Chambers – Branson City Hall – 110 W. Maddux

AGENDA

MEETING CALLED TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

- **Jamie Rouch**

ROLL CALL

PUBLIC COMMENT:

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

CONSENT AGENDA:

- 1) **Approval of Board of Aldermen Minutes:**
 - a) **March 10, 2020 Regular Meeting**
 - b) **March 17, 2020 Special Meeting**
- 2) **Final Reading of Bill No. 5794 approving the Intergovernmental Cooperative Agreement with the City of Merriam Woods, Missouri Police Department pertaining to the donation of Taser X26 Equipment and authorizing the Mayor to execute the contract.**
- 3) **Final Reading of Bill No. 5796 amending Chapter 58 Section 65 of the Branson Municipal Code pertaining to the ordinance violation of harassment.**
- 4) **Final Reading of Bill No. 5797 amending Chapter 86 Sections 621 thru 623 of the Branson Municipal Code pertaining to the naming of W 76 Country Blvd.**
- 5) **Final Reading of Bill No. 5798 approving a Reimbursement Agreement with Morris Hospitality, LLC. pertaining to the installation of a 24 Inch Sewer Main Improvement and authorizing the Mayor to execute the contract.**
- 6) **Final Reading of Bill No. 5799 accepting the proposal of D.H. Pace Company, Inc. D/B/A Overhead Door Company of Springfield pertaining to overhead door maintenance services for the City of Branson Facilities and authorizing the Mayor to execute the contract.**

- 7) **Final Reading of Bill No. 5800 approving the renewal of the contract with Kimberling City Tire Company, Inc. pertaining to tires, tubes and services and authorizing the Mayor to execute the contract.**
- 8) **Final Reading of Bill No. 5801 approving the amendment to the 2020 life and AD&D Insurance Premiums from Anthem Life Insurance Company and allowing Elected Officials to sign up for basic life insurance for the City of Branson and authorizing the Mayor to execute the contract.**
- 9) **Final Reading of Bill No. 5802 approving the First Amended Contract with Sentinel Emergency Solutions pertaining to the purchase of self-contained breathing apparatus and authorizing the Mayor to execute the contract.**

REGULAR AGENDA:

- 10) **Final Reading of Bill No. 5782 approving the Annexation of the property located at 3855 Fall Creek Road. (Postponed during the February 25, 2020 Regular Meeting)**
- 11) **First Reading of Bill No. 5795 approving the Franchise Agreement with the Empire District Electric Company and authorizing the Mayor to execute the contract. (Postponed during the March 10, 2020 Regular Meeting)**
- 12) **First Reading of Substitute Bill No. 5793 amending Chapter 58 of the Branson Municipal Code pertaining to Prohibiting the sale of tobacco products to persons under 21 years of age. (Postponed during the March 10, 2020 Regular Meeting)**
- 13) **First Reading of Bill No. 5803 approving a Planned Development Amendment to PD 2006-003, known as Sight and Sound Theaters, pertaining to uses, for the properties located at 1001 Shepherd of the Hills Expressway.**
- 14) **First Reading of Bill No. 5804 authorizing the purchase of cellular services and products from Verizon Wireless and authorizing the Mayor to execute the documents related thereto.**
- 15) **First Reading of Bill No. 5805 approving the Engagement Letter with Cochran Head Vick & Co., P.C. pertaining to auditing services and authorizing the Mayor to execute the contract.**
- 16) **First Reading of Bill No. 5806 amending Chapter 58 of the Branson Municipal Code pertaining to public gatherings.**
- 17) **A Resolution encouraging the Citizens of the City of Branson to implement the mitigation strategies laid out by the Centers for Disease Control and the National Institute of Health.**

OTHER BUSINESS:

- 18) **Cancelling of 2020 Board of Aldermen meetings.**

REPORTS

ADJOURN

Where Values are the Difference
MARCH: SERVICE/COURTESY
Responding to others with respect and a helpful attitude

For more information please visit www.bransonmo.gov or contact:
Lisa Westfall, City Clerk, 417-337-8522

MINUTES
THE REGULAR MEETING OF THE
BOARD OF ALDERMEN
CITY OF BRANSON, MISSOURI
March 10, 2020

INTRODUCTORY

The Board of Aldermen of the City of Branson, Missouri, met in regular session in the Council Chambers of the City Hall on March 10, 2020, at 6:00 p.m. Mayor Akers called the meeting to order with the "Pledge of Allegiance" and Ted Martin gave the invocation.

ROLL CALL

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

AWARDS / RECOGNITIONS

Employee of the Month

Alderman Simmons presented Ashley Hurst of the Police Department as the March Employee of the Month in recognition for displaying City of Branson Values.

Mayor Akers read a statement regarding speaker decorum and stated in order to give everyone a chance to speak tonight I would like to ask that if you're speaking on an item, that you keep your comments succinct, to the topic and as short as possible. You will be allowed to only speak once on an item and please do not repeat what has already been said by another speaker. Once public discussion has ended on an item, the Board starts their discussion, no additional comments will be taken from the audience. Please remember to speak into the mic, state your name and address for the record. Please seek to follow our five minute guideline and as an Aldermen gesture, we let the Aldermen ask if there's a question of someone who's spoken, that they want to clarify, we can call them back down.

PUBLIC COMMENT

Rhonda Merriman, 1017 Creekwood Road, Merriam Woods, Missouri, inquired about the status of the 76 Highway Revitalization Project, particularly regarding undergrounding utilities, which had been placed on the City's agenda several different times in a short period of time. She understands the reason it was not passed at the time was because it was lacking signatures and the signatures are now in place. She asked when this topic would be placed back on the agenda. Discussion. Alderman McConnell stated just to be clear as a matter of record, for five fails in six months, bringing it back multiple times, just with the last meeting we had contractors say they're not going to stand by their bids. I just would like this on the public record please.

Betsy McConnell, 1880 Pointe Royale Drive, Branson, Missouri, mentioned sharing her concerns with the Board at the January 28th meeting regarding the lack of oversight on the use of the public safety tax. She recalled Alderman Skains said the oversight committee reviews spending on an ongoing basis,

the committee meets quarterly and the meetings are open to the public. She explained his comments can be heard on the recording of the January 28th meeting. Ms. McConnell said after seeing Alderman Skains' comments on social media regarding the tax in which he referred questions to Dick Gass who is chair of the unofficial committee, she reached out to Mr. Gass. She reported Mr. Gass informed her the committee does not look at spending since that's what the Budget and Finance Committee is for, and they do not meet on a regular basis or have a formal agenda for the meetings. Ms. McConnell added, City Administrator Stan Dobbins has even said the committee meets monthly, but no one in the community seems to know where or when these meetings take place. She asked how it could be called good oversight if the City Administrator, Committee Chair and Alderman Skains all have different stories as to when the committee meets, what is discussed and who is invited. She reported Alderman Skains said at a public forum today the safety sales tax goes through a series of processes and to three or four committees before being spent and she inquired where this comes from. She explained neither of the two committees are reviewing how the tax is spent and feels everyone needs to start being truthful. She encouraged the Board to set up a true committee which would allow for transparency with a posted agenda, meeting minutes and all financials easily accessible to the public. Voters did not approve this tax to ease the general fund, but to increase Fire and Police personnel, offer better wages, build new stations and ensure the Police and Fire Departments have appropriate equipment needed to effectively do their jobs. Ms. McConnell said after she spoke at the last meeting, the City decided to release over 300 pages of expenses for Police and Fire which wasn't in any logical order and didn't tell the public anything. She mentioned adding up all the expenses on this report and the total spent was a mere \$1.6 million, but it was released to the public that the taxes brought in \$13 million and she asked where the remaining \$11.4 million was. She pointed out, of the \$1.6 million, the majority of expenses were being paid for prior to the safety tax, so they don't show where the safety tax was spent. She recalled at the August 8, 2017 meeting City Administrator Stan Dobbins had said no supplanting, reduction or reallocation of budgetary funds as set forth from the budget of both the Police and Fire would take place. She explained the definition of supplant is to replace and at no time was this new safety sales tax to replace current budget line items, but was to represent new money for new additional safety expenditures. She listed some examples of items paid by other departments that have been transferred to Police and Fire such as Suddenlink \$14,000, Verizon \$36,000, ESO Solutions \$9,800, Radiophone \$5,300 and Corporate Business Systems \$2,600. She explained these few items equate to over \$65,000 taken from other Department's budgets and moved to Police and Fire. She knows City leadership will say the funds transferred with the expenses, but that evidence doesn't exist. She feels if the Board refuses to discuss these issues, it shouldn't come back to the citizens and ask for another tax because this one isn't enough as Alderman Skains has said will happen. On behalf of the residents and tax payers, she asked the Board to do its job as elected officials and have oversight on this much needed tax. In response to Alderman Milton's inquiries about an estimated total for how much she thinks has been supplanted, she explained the problem is with over 300 pages not in any logical order, it's difficult to tell. She clarified these were items she was able to verify had been moved from other departments to Police and Fire. She added, it could be \$10,000 or several hundred thousand dollars more, but the question is where the other \$10 million is. Ms. McConnell mentioned asking this at the last meeting and said there was \$1.2 million left in the safety sales tax fund at the end of the year, but \$10 million is unaccounted for. She estimated spending \$1 million for the fire truck would reduce the figure from \$10.4 million to \$9.4 million and she recalled Police and Fire received \$7.6 million from the general fund which gets transferred in and is clearly on the budget for 2019. She reported \$7.6 million was transferred in, \$0 was transferred from other funds and \$8.5 million was spent on personnel compared to the \$7.6 million budget which is a \$900,000 increase for two new firefighters and seven police officers. She stated these are the numbers that are in the budget book, so if they're incorrect the budget book is incorrect. Taking the \$900,000 increase for personnel into consideration, she estimated the unaccounted amount to be \$8.7 million and explained all she's asking for is to show how the money has been spent. She asked where the money is if it's not in the bank account and feels it's a logical question citizens have asked for with this tax. She's a citizen who's helping pay this tax and helped pass this tax and feels everyone passed it so firefighters and police officers could get what they needed. She clarified she's not saying they're not getting some of these things, but wants to know where the other \$8 million is. She appreciates and accepts Mayor Akers' offer to meet with her, but having served on the Finance Committee and the Board of Aldermen she understands the transfers

in. She added, that's why it was important to look for other transfers in, which she didn't see. She urged the Board to understand it's not about satisfying her, but the 12,000 residents who voted for this tax. Ms. McConnell explained she still gets questions from people asking her about what's going on with the tax and she encouraged the City to be more transparent. Discussion.

CONSENT AGENDA

Mayor Akers stated it's my responsibility as Mayor under state law to take care of the ordinances of our City and the state laws relating to our City that they are complied with. With one of our ordinances, Branson Municipal Code 2-64, I am tasked with the responsibility of being the Presiding Officer of the Board and am required to preserve strict order and decorum at all meetings of the Board. The citizens of Branson have elected us to make decisions on policy matters and to make those decisions by voting. We are obligated to vote unless a conflict of interest prevents us from doing so. The common law of the State of Missouri supports this. Although I cannot force any member of the Board to cast a vote, and no member can be required to cast a vote, I do have the ability to control the order and decorum of these meetings. As a result, I'm announcing under my authority to preserve order and decorum at these meetings, that any abstention by any member of the Board during this meeting can be recast as a no vote.

Mayor Akers asked if there were any citizens who had any items they wished to have removed from the Consent Agenda for further discussion. Hearing none, Mayor Akers asked if any member of the Board had any items they wished to have removed from the Consent Agenda. Hearing none, Mayor Akers asked Deputy City Clerk Hillary Briand to read the items on the Consent Agenda. Deputy City Clerk Hillary Briand read the following Consent Agenda items by title.

Approval of Board of Aldermen Minutes:

- a) February 20, 2020 Study Session
- b) February 25, 2020 Regular Meeting

Acknowledge Receipt of Minutes:

- a) Planning Commission Study Session of November 5, 2019
- b) Planning Commission Regular Meeting of November 5, 2019
- c) Budget and Finance Committee meeting of January 31, 2020

BILL NO. 5788

Ord. No. 2020-0034

Amending Chapters 1, 18 and 58 of the Branson Municipal Code pertaining to the Realignment of Code Enforcement within the City and Dangerous Buildings.

Final Reading of Bill No. 5788, an ordinance amending Chapters 1, 18 and 58 of the Branson Municipal Code pertaining to the Realignment of Code Enforcement within the City and Dangerous Buildings was read by title by Deputy City Clerk Hillary Briand. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried. Ordinance No. 2020-0034 was duly enacted.

BILL NO. 5789

Ord. No. 2020-0035

Amending the adopted 2019 Budget for the City of Branson, to adjust monies for Various Funds.

Final Reading of Bill No. 5789, an ordinance amending the adopted 2019 Budget for the City of Branson, to adjust monies for Various Funds was read by title by Deputy City Clerk Hillary Briand. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried. Ordinance No. 2020-0035 was duly enacted.

BILL NO. 5790

Ord. No. 2020-0036

Amending the adopted 2019 Budget for the City of Branson, to adjust monies for the Mandatory Redemption and Waterfall in the Debt Service Funds.

Final Reading of Bill No. 5790, an ordinance amending the adopted 2019 Budget for the City of Branson, to adjust monies for the Mandatory Redemption and Waterfall in the Debt Service Funds was read by title by Deputy City Clerk Hillary Briand. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried. Ordinance No. 2020-0036 was duly enacted.

BILL NO. 5791

Ord. No. 2020-0037

Approving payment of Incentive Fees to SMG, Branson Convention Center's Management, in accordance with their contract for FY2018.

Final Reading of Bill No. 5791, an ordinance approving payment of Incentive Fees to SMG, Branson Convention Center's Management, in accordance with their contract for FY2018 was read by title by Deputy City Clerk Hillary Briand. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried. Ordinance No. 2020-0037 was duly enacted.

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

REGULAR AGENDA

Report by Rachel Wood about the Branson Chamber of Commerce Year-End 2019 Marketing Report.

A report about the Branson Chamber of Commerce Year-End 2019 Marketing Report was presented by Rachel Wood of the Branson Chamber of Commerce. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter.

Bob Nichols, 234 Sunset Cove, Branson, Missouri, introduced himself as the owner of Touch of Class and mentioned always hearing Aldermen and people in the community asking what can be done to fix the show business. He inquired if Ms. Wood agreed the answer pertained to show inventory and that Branson has to have a marquee name to draw people in to see all of its shows. He asked if this was a statement the Chamber of Commerce supports.

Mayor Akers asked for comments from the Board. Discussion.

BILL NO. 5778

SUBSTITUTED

Amending Chapter 58 of the Branson Municipal Code pertaining to persons under 21 years of age prohibited from the purchase of tobacco products and prohibiting the sale of tobacco products to persons under 21 years of age.

Final Reading of Bill No. 5778, an ordinance amending Chapter 58 of the Branson Municipal Code pertaining to persons under 21 years of age prohibited from the purchase of tobacco products and prohibiting the sale of tobacco products to persons under 21 years of age was read by title by Deputy City Clerk Hillary Briand. She stated this Bill was postponed on its Final Reading during the February 25, 2020 Regular Meeting. It has had a motion and second and is ready for a vote. Due to the substantial changes, a Substitute Bill has been drafted and will be introduced as the next item. A staff report was presented by City Attorney Chris Lebeck. Mayor Akers asked for a motion that Bill Number 5793 be considered as a Substitute Bill and replacement for Bill Number 5778 and that Bill Number 5778 be removed from the agenda. Alderman Simmons so moved, seconded by Alderman Clonts. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried. Deputy City Clerk Hillary Briand stated the record will reflect that Bill Number 5778 has been replaced with Substitute Bill Number 5793.

**SUBSTITUTE BILL NO. 5793
POSTPONED**

Amending Chapter 58 of the Branson Municipal Code pertaining to Prohibiting the sale of tobacco products to persons under 21 years of age.

First Reading of Substitute Bill No. 5793, an ordinance amending Chapter 58 of the Branson Municipal Code pertaining to Prohibiting the sale of tobacco products to persons under 21 years of age was read by title by Deputy City Clerk Hillary Briand and a staff report was presented by City Attorney Chris Lebeck. Mayor Akers asked for a motion approving Bill No. 5793. Alderman Skains so moved, seconded by Alderman Clonts. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter.

Alaina Williams, 1756 Bee Creek Road, Branson, Missouri, introduced herself as the Program Director of the Taney County ADAPT Coalition.

Paige McCarty, 491 Jasmine Drive, Branson, Missouri, introduced herself as a member of Branson High School's ADAPT Club and said they truly appreciate the City's kindness in considering Tobacco 21. She mentioned addressing the Board in February 2019 and appreciated the Board's consideration.

Ismail Coello, 4012 Mulberry Road, Merriam Woods, Missouri, thanked the Board for considering the Tobacco 21 ordinance and for the opportunity to speak about it today. As a Branson high school student, she sees how this affects kids because some students use tobacco products at school. She believes that holding retail stores accountable for selling to minors will help this go down.

Ginny Chadwick, 305 Alexander Avenue, Columbia, Missouri, thanked the Board for its time and said she understands government moves slow. She mentioned serving on the Columbia, Missouri City Council, and in 2013, a school board member came to her requesting consideration for Tobacco 21. She reported Columbia was the first place in the state to adopt a Tobacco 21 policy, 31st in the nation, and the 5th state to have a local policy. She expressed the desire to protect kids from an industry known to deceive and target them with a deadly product. Since Missouri's first policy in December 2014, there have been policies passed in over 25 cities and counties in the State of Missouri, covering over 45% of the state's population. Ms. Chadwick reported there are policies in 540 cities and counties across the country and 21 states with South Dakota just passing it statewide last week. On December 20th, President Trump signed a federal bill which set the sale of tobacco products age to 21. She explained local communities are the best places to enact laws to make sure young people of the community are protected. Currently, the State of Missouri continues to enforce age 18, even though federal law is age 21 because state staff has been directed to continue enforcing age 18 until state law has increased. She explained contracts will eventually be renewed by the FDA requiring the use of federal dollars for age 21, but until a state law is passed, they'll likely still be using state dollars at 21. Ms. Chadwick said the state puts \$0 into compliance checks, so it falls on local communities to make sure retailers are not selling to kids. She explained Branson is a tobacco swamp, which means there are four tobacco retailers per thousand per capita and has one of the highest rates of tobacco retailers she's ever seen. She commented that means youth have easy access to tobacco

products and when looking at FDA compliance check numbers in Branson, one out of every six retailers makes an illegal sale to our youth. In the State of Missouri, retailers sell to kids more than anywhere else in the country with more no sale orders by the FDA than anywhere else. She explained this means retailers have to sell seven times within a 48 month period to receive a no sale order and the State of Missouri gets first place for having the most retailers doing it. She asked what the City needs to do to protect youth and mentioned e-cigarette use is at an epidemic rate and the tobacco use rate is 34.5% among high school seniors which is higher than what was seen in the 1950s and 1960s. Ms. Chadwick feels it's phenomenal and a disappointment people have let an industry come in and addict kids. She feels City Attorney Chris Lebeck has been very generous working with this ordinance, revising the language and taking feedback. She asked the Board to consider feedback one more time and mentioned making amendments to the draft which she provided a copy to the Board. (See attached handout). She explained her draft removed the City's new code, Section 58-342, and reminded the Board she had sent the City a letter asking it not to include this section. She explained penalizing kids can have negative public health consequences since kids are less likely to admit they're using the product, seek cessation services, or say what they're doing is illegal. She added, research shows kids are less likely to seek cessation services and this is more likely to grow with minority kids. The Center for Disease Control (CDC) recently came out with a report that says purchase, use and possession laws have negative consequences on kids. Ms. Chadwick explained this doesn't mean people don't want to hold kids accountable, but means they want to educate and help them understand what's wrong with these products. Since this is an addiction, they want to treat them and provide cessation services. She added, unfortunately based on the way the City's statute is written, the penalty section refers back to Section 113 of the general penalties which is a misdemeanor not to exceed \$500 or 90 days in jail, or both unless the penalty is specifically provided by the ordinance or required by state law. She doesn't think it was anybody's intention to make these kids serve up to 90 days in jail or pay up to \$500 in fines since 34.5% of our senior kids are currently addicted. She commented, there's no intent of criminalizing with a misdemeanor a third of the senior class and feels people have to be thoughtful about the way the ordinance is structured. She explained this is why she redefined the proof of age to be a government issued ID, not some other document or written evidence. She requested the City's current code, Section 58-342, be stricken or amended to say cessation services will be provided for those found using or possessing a product under the age of 18. She asked the City to mirror federal law on its proof of age requirement, because as it's written now it's very subjective, but federal law is very clear. The federal law passed on December 20th says no such verification is required for a person over the age of 30, making it very clear and is not just a perception of does a person look over the age of 30. Her next recommendation was to clarify the three strikes and you're out penalty, because the City's ordinance doesn't specify how long the three strikes are in effect. She reported the model policy says three strikes within a 36 month period and also considers any violations of state or federal law. Ms. Chadwick feels when the FDA comes in and does compliance checks, Missouri does a bang up job. She explained there's about 6,000 tobacco retailers in the State of Missouri, and Missouri is one of 13 states that doesn't have a retail license. She added, it's not known where all the retailers are, but of the ones identified and checked if they're found in non-compliance they're rechecked. Ms. Chadwick commented if the City created a retail license in its ordinance, she complimented it for doing so and asked for state, federal and local violations being counted in the three strikes penalty within a set period of time. She reported the best practice is 36 months and she encouraged the Board to have a tiered penalty structure. She gave an example that if a license holder is found in violation by any agent of the licensee, there would be a \$250 fine within the first 36 months and \$500 fine for any subsequent violation or a suspension of the license for the 2nd and 3rd violation of 7 days. She added, that way the City's not permanently revoking a license after three strikes, but there's some incentive to comply. If a business is checked a second time after it's found the first time, then it gets a slap on the hand of seven days of not being able to sell tobacco products. She never advocates for taking a person's business license, just their tobacco license. She shared concerns about the state trying to preempt local communities from working in this space as there's a proposed bill that would take away all local control of tobacco products. Ms. Chadwick stated this is something she wouldn't want to happen because local communities can react quicker to problems that are happening. She reported a Tobacco 21 Bill has been filed which had a Senate committee hearing last Wednesday as well as a substitute bill that would be very similar to this, creating penalties on the retailer and a registration that would come with a \$50 cost. She mentioned City Attorney Chris Lebeck had originally put in the ordinance a license for \$250, but based on the Hancock Amendment local jurisdictions can't charge a fee for a license without sending it to the ballot for a vote. This case was proven in 1998 when St. Louis County passed a tobacco retail license by its board

and the tobacco industry challenged it and won. It was sent to the ballot and St. Louis County is the only place in the state that charges a substantive fee of \$125 for a retail license. There are 21 states that have done something and the tobacco industry wants it to happen fast because they want it to happen in the least painful way. Currently in the way the state language is drafted, retailers have no penalties, but the low wage clerk and kid receive the only penalties seen in the state's statutes. She shared concerns of not wanting it to go fast so it doesn't go broken and explained they want to make sure if the state passes something, they pass it directly on the retailer for a penalty, holding them accountable. She reported most communities in the state have pulled out their purchase, use and possession laws, and while the City of Branson was putting one in, Springfield and Joplin were removing theirs. She added, when Joplin and Springfield both passed Tobacco 21 policies, they actually removed the purchase, use and possession penalties, as was the case with Columbia and St. Louis. As good policy moves forward, it's not doing purchase, use and possession. She reiterated federal law does not penalize kids and recommended language that it would be on the license holder, not the low wage clerk. She mentioned hearing from the tobacco industry when they testify with her that they want to hold clerks accountable and if a clerk gets caught selling to a youth they're fired. This results in a low-wage worker with a monetary penalty and no job, so it's never advocated for putting the penalty directly on a clerk. She believes it's the owner's responsibility as mistakes happen and is why there's no penalty or license suspension for the first violation. She feels this is now a decision about politics; a penalty could be put on the person selling the way the ordinance is drafted right now, or a clear penalty section could be inserted. She explained because of the way the statutes are written, it doesn't fall necessarily back to Section 1-13 which is a misdemeanor crime. She doesn't believe it's the intent of public health law to make it a misdemeanor, but rather keep retailers from selling to kids. She feels there's is no bigger stick than suspension of the license, which is what gets retailers to comply. She explained even charging up to \$500 based on the class of City, a retailer can make that up really fast in illegal sales, but they can't make it up if they can't sell. Having a clear penalty is what is advocated for in model policy. It's not about discretion, but about knowing what the penalty is so people can comply with the law. She doesn't advocate for separating this ordinance out, but for putting in a clear penalty section so the City's not generically putting a penalty on the person who's selling, but on the license holder. She addressed City Attorney Chris Lebeck's concerns regarding the burden being put on City Staff and resources when identifying if state or local laws have been broken. She explained the FDA has a very clear and easy to use database to identify any retailers within the City of Branson in violation. Ms. Chadwick stated there's a researcher at the University of Missouri who would be happy to manually pull data for the City or show City Staff how to pull the data as it's a national, open-access database. She feels the burden would be to apply the penalty on a license for any violation. She explained the burden of proof for a misdemeanor is higher, so if made a civil penalty with a clear penalty structure it's easier to clearly charge the store owner with the penalty. She understands Branson is a tourist community, but asked the Board to consider how close the access is for the kids.

Alderman Skains left the meeting at 7:37 p.m. and returned at 7:39 p.m.

Mayor Akers asked for comments from the Board. Discussion. Alderman McConnell moved to postpone Substitute Bill No. 5793 to the next Board of Aldermen meeting and incorporate all of Ms. Chadwick's changes into the law, seconded by Alderman Castillon. Mayor Akers called for a vote on the postponement. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried. Discussion.

**RESOLUTION
DEFEATED**

Authorizing Staff to submit an invitation to bid for a Marketing Research Firm to provide direction to the City in regards to expanding our Marketing Funds.

A Resolution authorizing Staff to submit an invitation to bid for a Marketing Research Firm to provide direction to the City in regards to expanding our Marketing Funds was read by title by Deputy City Clerk Hillary Briand and a staff report was presented by Assistant City Administrator John Manning. Mayor Akers asked for a motion adopting the resolution. Hearing none, the Resolution failed due to a lack of a motion and second.

**RESOLUTION NO.
2020-R005**

Authorizing the Branson Police Department to apply for Missouri Department of Transportation Grant Funding to fund D.W.I. Traffic Enforcement within the City of Branson.

A Resolution authorizing the Branson Police Department to apply for Missouri Department of Transportation Grant Funding to fund D.W.I. Traffic Enforcement within the City of Branson was read by title by Deputy City Clerk Hillary Briand and a staff report was provided by Police Chief Jeff Matthews. Mayor Akers asked for a motion adopting the resolution. Alderman Skains moved to adopt, seconded by Alderman Clonts. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Mayor Akers called for a vote on the resolution. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried. Resolution No. 2020-R005 was adopted.

**RESOLUTION NO.
2020-R006**

Authorizing the Branson Police Department to apply for Missouri Department of Transportation Grant Funding for Hazardous Moving Enforcement and Equipment within the City of Branson.

A Resolution authorizing the Branson Police Department to apply for Missouri Department of Transportation Grant Funding for Hazardous Moving Enforcement and Equipment within the City of Branson was read by title by Deputy City Clerk Hillary Briand and a staff report was provided by Police Chief Jeff Matthews. Mayor Akers asked for a motion adopting the resolution. Alderman Simmons moved to adopt, seconded by Alderman Milton. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Mayor Akers called for a vote on the resolution. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried. Resolution No. 2020-R006 was adopted.

**RESOLUTION NO.
2020-R007**

Authorizing the Branson Police Department to apply for Missouri Department of Transportation Grant Funding for Youth Alcohol Enforcement within the City of Branson.

A Resolution authorizing the Branson Police Department to apply for Missouri Department of Transportation Grant Funding for Youth Alcohol Enforcement within the City of Branson was read by title by Deputy City Clerk Hillary Briand and a staff report was provided by Police Chief Jeff Matthews. Mayor Akers asked for a motion adopting the resolution. Alderman McConnell moved to adopt, seconded by Alderman Clonts. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Mayor Akers called for a vote on the resolution. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried. Resolution No. 2020-R007 was adopted.

BILL NO. 5794

Approving the Intergovernmental Cooperative Agreement with the City of Merriam Woods, Missouri Police Department pertaining to the donation of Taser X26 Equipment and authorizing the Mayor to execute the contract.

First Reading of Bill No. 5794, an ordinance approving the Intergovernmental Cooperative Agreement with the City of Merriam Woods, Missouri Police Department pertaining to the donation of Taser X26 Equipment and authorizing the Mayor to execute the contract was read by title by Deputy City Clerk Hillary Briand and a staff report was presented by Police Chief Jeff Matthews. Mayor Akers asked for a motion approving Bill No. 5794. Alderman Milton so moved, seconded by Alderman Clonts. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked

for comments from the Board. No discussion. Voting aye: McConnell, Clonts, Simmons, Milton, Skains and Castillon. Nays: none. Motion carried.

BILL NO. 5795
POSTPONED

Approving the Franchise Agreement with the Empire District Electric Company and authorizing the Mayor to execute the contract.

First Reading of Bill No. 5795, an ordinance approving the Franchise Agreement with the Empire District Electric Company and authorizing the Mayor to execute the contract was read by title by Deputy City Clerk Hillary Briand and a staff report was presented by Assistant City Administrator John Manning. Mayor Akers asked for a motion approving Bill No. 5795. Alderman Skains so moved, seconded by Alderman Clonts. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Alderman Milton moved to postpone Bill No. 5795 to March 24, 2020, seconded by Alderman Castillon. Mayor Akers asked for comments from the Board. No discussion. Mayor Akers asked for a vote on the postponement. Voting aye: McConnell, Clonts, Simmons, Milton, Skains and Castillon. Nays: none. Motion carried.

BILL NO. 5796

Amending Chapter 58 Section 65 of the Branson Municipal Code pertaining to the ordinance violation of harassment.

First Reading of Bill No. 5796, an ordinance amending Chapter 58 Section 65 of the Branson Municipal Code pertaining to the ordinance violation of harassment was read by title by Deputy City Clerk Hillary Briand and a staff report was presented by City Attorney Chris Lebeck. Mayor Akers asked for a motion approving Bill No. 5796. Alderman Skains so moved, seconded by Alderman McConnell. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried.

BILL NO. 5797

Amending Chapter 86 Sections 621 thru 623 of the Branson Municipal Code pertaining to the naming of W 76 Country Blvd.

First Reading of Bill No. 5797, an ordinance amending Chapter 86 Sections 621 thru 623 of the Branson Municipal Code pertaining to the naming of W 76 Country Blvd was read by title by Deputy City Clerk Hillary Briand and a staff report was presented by City Attorney Chris Lebeck. Mayor Akers asked for a motion approving Bill No. 5797. Alderman Skains so moved, seconded by Alderman McConnell. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried.

BILL NO. 5798

Approving a Reimbursement Agreement with Morris Hospitality, LLC. pertaining to the installation of a 24 Inch Sewer Main Improvement.

First Reading of Bill No. 5798, an ordinance approving a Reimbursement Agreement with Morris Hospitality, LLC. pertaining to the installation of a 24 Inch Sewer Main Improvement and authorizing the Mayor to execute the contract was read by title by Deputy City Clerk Hillary Briand and a staff report was presented by Utilities Director Mike Ray. Mayor Akers asked for a motion approving Bill No. 5798. Alderman Skains so moved, seconded by Alderman McConnell. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board.

Discussion. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried.

BILL NO. 5799

Accepting the proposal of D.H. Pace Company, Inc. D/B/A Overhead Door Company of Springfield pertaining to overhead door maintenance services for the City of Branson Facilities.

First Reading of Bill No. 5799, an ordinance accepting the proposal of D.H. Pace Company, Inc. D/B/A Overhead Door Company of Springfield pertaining to overhead door maintenance services for the City of Branson Facilities and authorizing the Mayor to execute the contract was read by title by Deputy City Clerk Hillary Briand and a staff report was presented by Public Works Director and City Engineer Keith Francis. Mayor Akers asked for a motion approving Bill No. 5799. Alderman Milton so moved, seconded by Alderman Castillon. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried.

BILL NO. 5800

Approving the renewal of the contract with Kimberling City Tire Company, Inc. pertaining to tires, tubes and services and authorizing the Mayor to execute the contract.

First Reading of Bill No. 5800, an ordinance approving the renewal of the contract with Kimberling City Tire Company, Inc. pertaining to tires, tubes and services and authorizing the Mayor to execute the contract was read by title by Deputy City Clerk Hillary Briand and a staff report was presented by Public Works Director and City Engineer Keith Francis. Mayor Akers asked for a motion approving Bill No. 5800. Alderman Skains so moved, seconded by Alderman Milton. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried.

BILL NO. 5801

Approving the amendment to the 2020 life and AD&D Insurance Premiums from Anthem Life Insurance Company and allowing Elected Officials to sign up for basic life insurance for the City of Branson.

First Reading of Bill No. 5801, an ordinance approving the amendment to the 2020 life and AD&D Insurance Premiums from Anthem Life Insurance Company and allowing Elected Officials to sign up for basic life insurance for the City of Branson and authorizing the Mayor to execute the contract was read by title by Deputy City Clerk Hillary Briand.

Mayor Akers left the meeting at 8:27 p.m. He disclosed his conflict of interest due to his son being involved in this transaction. Acting President Simmons presided over the meeting.

A staff report was presented by Human Resources Director Jan Fischer. Acting President Simmons asked for a motion approving Bill No. 5801. Alderman Clonts so moved, seconded by Alderman Milton. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Absent: Akers. Motion carried.

Mayor Akers returned to the meeting at 8:29 p.m.

Approving the First Amended Contract with Sentinel Emergency Solutions pertaining to the purchase of self-contained breathing apparatus.

First Reading of Bill No. 5802, an ordinance approving the First Amended Contract with Sentinel Emergency Solutions pertaining to the purchase of self-contained breathing apparatus and authorizing the Mayor to execute the contract was read by title by Deputy City Clerk Hillary Briand and a staff report was presented by Fire Chief Ted Martin. Mayor Akers asked for a motion approving Bill No. 5802. Alderman Castillon so moved, seconded by Alderman Clonts. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried.

APPOINTMENTS

Mayor Akers explained the appointment process is in accordance with the Board and Committee Appointments Procedure. Appointment to the Human Resources Committee will be voted on by ballot. The applicant receiving the most votes by the Board will be approved as the appointment to the Human Resources Committee with a term expiring April 2020. The applicants are as follows:

Category 3:

Human Resources Committee:

- Jamie Patrick
- Donna Booth
- Kenn Tilus
- David Wood

Mayor Akers asked for a motion to vote by ballot on the following applicants for the Human Resources Committee. Alderman Skains so moved, seconded by Alderman Milton. Mayor Akers asked for comments from the Board. No discussion. Mayor Akers called for a vote on the appointments. Deputy City Clerk Hillary Briand read the results of the vote: Kevin McConnell voted for David Wood, Brian Clonts voted for Kenn Tilus, Bob Simmons voted for Jamie Patrick, Bill Skains voted for Kenn Tilus, Larry Milton voted for David Wood, Rick Castillon voted for Jamie Patrick and Edd Akers voted for Kenn Tilus. The result of the vote is Ken Tilus – 3 votes, Jamie Patrick – 2 votes, David Wood – 2 votes. Kenn Tilus will serve on the Human Resources Committee for the City of Branson.

DISBURSEMENTS

Mayor Akers stated the next item is the review of disbursements [(January 24, 2020 through February 20, 2020) See Master File for copies of disbursements] Mayor Akers asked if there were any questions regarding the disbursements. Discussion. Mayor Akers asked for a motion to acknowledge the receipt of disbursements from January 24, 2020 through February 20, 2020. Alderman Skains so moved, seconded by Alderman Clonts. Mayor Akers asked for any comments. No discussion. Voting aye: McConnell, Clonts, Simmons, Skains and Castillon. Nays: None. Abstain: Milton: Motion carried. Mayor Akers stated an abstention requires a reason to abstain, so I'm going to enact my guideline that the abstention be changed to a no vote from Alderman Milton. Discussion.

MAYOR/ALDERMEN/ADMINISTRATOR'S REPORTS

Alderman McConnell voiced his concerns about process and consistency regarding the Mayor changing abstentions to no votes. When he has asked questions, the City Attorney with witnesses in the room, acknowledged it's sort of uncharted waters for the Mayor to change people's votes like this. He also said it was not his advisement to the Mayor that he use changing abstentions to no votes. Alderman McConnell expressed his concerns over this since the Board was elected to represent voters and residents. He believes there's a yes vote, a no vote and abstention which he'll use when he wants, when he thinks is right and when people who have elected him want him to. He said he'll continue to do that and addressed the Mayor's decorum regarding public speakers and mentioned researching several Mayors back and couldn't find a Mayor who changed the decorum of public speakers. He provided the example that if the Board has 10 public speakers, no one on the Board can ask a question until all 10 speakers are through. No one's done that, so he consulted outside counsel on the legality of this and was told it is, but has never been done and no one does it. He feels it doesn't make sense and it's not uniformly applied which he feels everyone on the Board would agree. He pointed out an example this evening when Alderman Skains went to address a speaker during a time the Board was not allowed to, but the Mayor recognized him anyway. Alderman McConnell said this is not how the process is supposed to work and asked where the questions from residents and media are. He told Mayor Akers he doesn't get to change the rules for different Board members and suggested being consistent with decorum and how it's applied.

Alderman Simmons said along the same subject, he thinks what brought all this up was a speaker at the beginning of the meeting. He explained those comments lasted about 45 minutes and another speaker lasted 30 minutes, a significant part of the Board meeting. These items were not on the agenda and the public didn't receive notice they would be discussed in great detail. He believes the rule has been to allow five minutes to speak with an additional five minutes for questions, 10 minutes total for a particular person. Anything over that is detail enough to come back in a Study Session or some other way to be addressed, rather than in an open section in which a speaker brings up something no one is prepared for. He said he doesn't know the legalities of that, but it's just his suggestion to the Board.

Alderman Milton commented there was a media release from the Tourism Community Enhancement District (TCED) that came in today addressing the issue that's been delayed for months. He mentioned it's been eight months since Bill No. 5599 was approved and recalled an old saying that if people don't like a bill that's passed, don't fund it. It was reported the City hasn't been able to find funding for it for eight months and he knows Alderman Skains and Mayor Akers were against the Bill. Not only did they vote against it, but they publicly ridiculed it saying it was a mistake. He doesn't know what the holdup is and would like to get some movement on that. Alderman Milton feels it's going to turn into a self-fulfilling prophecy for some members of the Board as it can be extended for a year and then they can say it wasn't going to do any good. He complimented the TCED for coming out with this and he'd like the Board to hear these words and decide if it's something they'd want to do as a City. He read from the TCED's release and stated the Tourism District will establish a new Marketing Oversight Committee that will be responsible for its destination strategic short and long-term marketing objectives and report directly to the Tourism District's Board of Directors. Similar groups, District Marketing Council and Marketing Advisory Council have previously been managed by the Branson Lakes/Area CVB; the destination marketing organization contracted by the Tourism District to provide the marketing. The Tourism District's newly formed Marketing Oversight Committee will assume complete responsibility for all destination-related research, including the annual advertising effectiveness study. This responsibility includes efforts to involve and inform District stakeholders of the objectives, assumptions, value and limitations of all research results in both timely and fully transparent ways. Destination research has previously been managed and administered by the Branson Lakes/Area CVB, the destination marketing organization contracted by the District. Alderman Milton commented the new contract is effective April 1st which is the part he wants to address and he feels the TCED is seeing the importance of getting its own advice, not directly from the CVB. This Board only receives information from the CVB and he feels it should get its own input just like TCED is doing and he would like to move forward on that. He recalled when this was brought up in June, Alderman Skains said it would be a huge mistake to get out of the annual cycle between the TCED's and City's contracts with the CVB for the annual auditing and that was very valid. He reiterated, their contract is effective April 1st and if the City wants to stay in the same auditing cycle. He thinks the City needs to move on this and he'd like to

Board of Aldermen

Regular Meeting 3-10-20

Page 12 of 17

see the City start moving towards a contract. Bill No. 5599 didn't say the City was going to extend it for a year; but up to a year. He added, nothing says the City's going to wait until the end of this year to be able to start negotiating and the sooner the negotiating starts, the closer those annual audit dates are going to be.

Alderman Castillon mentioned two Aldermen are running for re-election and two people in the audience running for election. He explained the City's not taking signs down, but the Missouri Department of Transportation (MoDOT) has been taking some signs down on its property and he encouraged people to visit the Taney County website to find out what property belongs to them. He explained MoDOT owns a lot of property on Highway 248 and also at the corner of Highway 76 and 65.

Mayor Akers mentioned meeting with the TCED which has agreed to share with the City its contractual arrangements with the CVB. He feels this will be helpful when fashioning the City's and how it ties together tourism dollars and those from the TCED. He mentioned attending a ticket reseller hearing in Jefferson City which he felt was very interesting. He explained it pertained to the issue of people being able to buy tickets, resell them and not pay taxes which is a big issue for both the City and State with regards to the amount of funds that should be received from that. He reminded everyone it's election time and he encouraged voters to be informed and vigilant in their study of who to vote for. Mayor Akers commented he will try to get clarification on information since there's been a lot of accusations and information thrown about and he'd like to get to the truth. He feels it's easy to throw out information without validation, so he'll get validation and seek to correct any issues.

EXECUTIVE SESSION

Mayor Akers asked for a motion to go into closed executive session. Alderman Simmons moved to go into closed executive session pursuant to 610.021.2 RSMo for real estate, seconded by Alderman Milton. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried.

ADJOURN

Mayor Akers asked for a motion to adjourn. Alderman Castillon moved to adjourn, seconded by Alderman Milton. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried. Meeting adjourned at 8:55 p.m.

E. Edd Akers
Mayor

Lisa Westfall
City Clerk

Handout provided by Ginny Chadwick for Item Number 9

SUBSTITUTE BILL NO. 5793 ORDINANCE NO. _____

2
3
4 AN ORDINANCE AMENDING CHAPTER 58 OF THE BRANSON MUNICIPAL CODE
5 PERTAINING TO PROHIBITING THE SALE OF TOBACCO PRODUCTS TO PERSONS UNDER
6 21 YEARS OF AGE.

7
8
9
10 NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF
11 BRANSON, MISSOURI, THE FOLLOWING:

12
13 Section 1: It is the intention of the Board, and it is hereby ordained, that the provisions of this ordinance
14 shall become and be made a part of the Branson Municipal Code, and the sections of this
15 ordinance may be renumbered to accomplish such intention.

16
17 Section 2: That Chapter 58, Article VIII - *Other Nuisances*; Division 2 - *Smoke-Free*; Section 58-331 -
18 *Definitions*; Section 58-343 - *Distribution or Sale of Tobacco Products, Alternative Nicotine*
19 *Products or Vapor Products to Minors Prohibited*; Section 58-344 - *Proof of Age Required for*
20 *Purchase*; Section 58-345 - *Sign required for sale or tobacco products, alternative nicotine*
21 *products, and vapor products*; Section 58-346 - *License required*; Appendix A - *Fee schedule*
22 of the Branson Municipal Code is hereby amended to read as follows:

23
24
25 **ARTICLE VIII. - OTHER NUISANCES**
26 **DIVISION 2. - SMOKE-FREE**

27
28 Sec. 58-331 - Definitions.

29
30 *Proof of age means a driver's license or other documentary or written evidence government-*
issued photographic identification that states the individual is 21 years of age or older.

~~Sec. 58-342. - Minors prohibited from purchase or possession of tobacco products, alternative nicotine products or~~
~~vapor products - Penalties:~~

~~(a) - No person less than 18 years of age shall purchase, attempt to purchase or possess tobacco products,~~
~~alternative nicotine products or vapor products unless such person is an employee of a seller of cigarettes, tobacco~~
~~products, alternative nicotine products or vapor products and is in such possession to effect a sale in the course of~~
~~employment or an employee of the Division of Alcohol and Tobacco Control for enforcement purposes pursuant to~~
~~subsection (5) of RSMo 407.934.~~

~~(b) - Any person less than 18 years of age shall not misrepresent his age to purchase cigarettes, tobacco products,~~
~~and alternative nicotine products or vapor products.~~

~~(c) - Any person who violates the provisions of this section shall be penalized as follows:~~

~~(1) - For the first violation, in addition to the penalties set forth in section 1-13, the person shall have any~~
~~cigarettes, tobacco products, alternative nicotine products or vapor products confiscated.~~

~~(2) - For a second violation and any subsequent violations, in addition to the penalties set forth in section 1-13,~~
~~the person shall have any cigarettes, tobacco products, alternative nicotine products or vapor products~~
~~confiscated and shall complete a tobacco education or smoking cessation program, if available.~~

33 Sec. 58-343. - Distribution or Sale of Tobacco Products, Alternative Nicotine Products or Vapor Products
34 to [Minors] Persons under 21 Years of Age Prohibited.

35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82

It shall be unlawful for any person to sell, provide or distribute by any means tobacco products, alternative nicotine products or vapor products to persons under [-1-8] 21 years of age.

Sec. 58-344. - Proof of Age Required for Purchase.

A person selling or distributing tobacco products, alternative tobacco products, or vapor products shall require proof of age from any prospective purchaser or recipient unless such person has reasonable cause to believe that the prospective purchaser or recipient is 21 years of age or older. No such verification is required for a person over the age of 30. That a purchaser appeared to be 30 years of age or older shall not constitute a defense to a violation of this section.

Sec. 58-345. - Sign required for sale or tobacco products, alternative nicotine products, and vapor products.

It shall be unlawful for any person to sell, provide or distribute by any means tobacco products, alternative nicotine products or vapor products, unless the premises upon which such items are sold, provided or distributed prominently displays a sign near the point of purchase no smaller than 11 inches tall by 14 inches wide which shall contain in red lettering at least one-half inch high on white background:

"IT IS A VIOLATION OF THE LAW FOR TOBACCO PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS, OR VAPOR PRODUCTS TO BE SOLD TO ANY PERSON UNDER THE AGE OF 21."

Section 58-346. - License required.

- (a) It shall be unlawful for any person to sell, provide or distribute by any means tobacco products, alternative nicotine products or vapor products without first obtaining a license from the city to sell, provide, or distribute tobacco products, alternative nicotine products or vapor products.
- (b) A license shall be valid for one year or the remaining portion of the calendar year and expire on June 30 of each year. A license must be renewed annually and shall be required for each location at which tobacco products, alternative nicotine product or vapor products are sold, distributed or provided and shall be in addition to any other permit or license required by other local, state or federal governmental entities. An application fee in the amount provided in the city fee schedule shall accompany each application for an original license issued under this Section. The application fee is to cover the various costs incurred by the city in investigating and processing the applications. The application fee is not refundable.
- (c) Licenses shall be subject to denial, nonrenewal and revocation pursuant to the procedure described for licenses in Article II of Chapter 22. Licenses may be denied, not renewed, or revoked for failure to comply with the requirements of this article or any other applicable section of this Code. A permit shall not be issued when the city has reason to believe the issuance of the permit will result in the operation of a business in violation of this Code.
- (d) If three or more violations of any provision of this article, or of any state or federal tobacco law occur at a licensed location, within a thirty-six month period or are committed by a license holder, any employee or agent of a license holder, or any combination thereof, the permit shall be subject to revocation or nonrenewal as set forth in this Article.

Sec. 58-347. – Penalties

(a) Any license holder or agent of that license holder that violates any provision of Section 58.343 to 58.345, the permit holder shall be subject to:

(1) A fine of \$250.00 for the first violation within a thirty-six month period;

(2) A fine of \$500.00 for the second violation and any additional violation within a thirty-six month period.

(b) In addition to any monetary penalty, the permit holder shall be subject to the suspension of the license for 7 days upon the second and any subsequent violations in a thirty-six month period.

Appendix A - FEE SCHEDULE

Code Section	Description	Fee
Chapter 58-Offenses and Nuisances		
58-346	Original license application	<u>25.00</u>
	Annual Renewal	<u>25.00</u>

84
85
86
87
88
89
90
91
92
93

NOTE: LANGUAGE WHICH IS **BOLD, UNDERLINED** HAS BEEN ADDED; LANGUAGE WHICH IS ~~[BRACKETED, STRICKEN]~~ HAS BEEN REMOVED.

Section 3: This ordinance shall be in full force and effect after its passage by the Board of Aldermen and approval by the Mayor on June 30, 2020.

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

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

96

97

98

99

00

01

02

E. Edd Akers

Mayor

03 ATTEST:

04

05

06

07 _____
Lisa K Westfall

08 City Clerk

APPROVED AS TO FORM:

Chris Lebeck #51831

City Attorney

MINUTES
THE SPECIAL MEETING OF THE
BOARD OF ALDERMEN
CITY OF BRANSON, MISSOURI
March 17, 2020

INTRODUCTORY

The Board of Aldermen of the City of Branson, Missouri, met for a special meeting in the Council Chambers of the City Hall on March 17, 2020, at 4:00 p.m. Mayor Akers called the meeting to order.

ROLL CALL

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

EXECUTIVE SESSION

Mayor Akers asked for a motion to go into closed executive session. Alderman Simmons moved to go into closed executive session pursuant to 610.021.1 RSMo for litigation, seconded by Alderman Skains. Voting aye: Clonts, Simmons and Skains. Nays: McConnell, Milton and Castillon. Mayor Akers voted to break the tie. Voting aye: Akers. Motion carried.

ADJOURN

Mayor Akers asked for a motion to adjourn. Alderman Skains moved to adjourn, seconded by Alderman Clonts. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: None. Motion carried. Meeting adjourned at 4:14 p.m.

E. Edd Akers
Mayor

Lisa Westfall
City Clerk



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT WITH THE CITY OF MERRIAM WOODS, MISSOURI POLICE DEPARTMENT PERTAINING TO THE DONATION OF TASER X26 EQUIPMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: POLICE DEPARTMENT

FIRST READING: MARCH 10, 2020

FINAL READING: MARCH 24, 2020

EXECUTIVE SUMMARY:

- This Intergovernmental Cooperative Agreement is between the City of Merriam Woods, MO Police Department and the City of Branson.
- This agreement would allow the City of Branson to transfer by donation, 4 TASER X26 Conducted Energy Weapons and associated equipment to the City of Merriam Woods, MO Police Department.
- The surplus equipment is heavily used and no longer supported by the manufacturer. The equipment has been replaced by a newer version of the TASER and is no longer in use by the Branson Police Department. The equipment holds no value to the department or the City. The City of Merriam Woods, MO Police Department is aware of its condition and is willing to accept it as is under this agreement.
- This transfer by donation would greatly assist their capabilities and help better protect the officers and citizens of Merriam Woods.
- This agreement is in the best interest of the City of Branson. It will allow us to remove the surplus equipment from our property list and will also help another law enforcement agency with their equipment needs.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: Community / Community Partnerships

ATTACHED EXHIBITS:

BILL NO. 5794

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT WITH THE CITY OF MERRIAM WOODS, MISSOURI POLICE DEPARTMENT PERTAINING TO THE DONATION OF TASER X26 EQUIPMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson will donate four surplus TASER X26 Conducted Energy Weapons and associated equipment; and

WHEREAS, the City of Branson Police Department will remove all Surplus TASER X26 equipment from its property list; and

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

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

Section 1: The Board of Aldermen hereby approves the Intergovernmental Cooperative Agreement with the City of Merriam Woods, Missouri Police Department for the donation and transfer of four surplus TASER X26's and associated equipment and authorizes the Mayor to execute the Intergovernmental Cooperative Agreement in the form attached as Exhibit "1".

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

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

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

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

Chris Lebeck #51831
City Attorney

**INTERGOVERNMENT COOPERATIVE AGREEMENT BETWEEN THE MERRIAM WOODS,
MISSOURI POLICE DEPARTMENT AND THE CITY OF BRANSON, MISSOURI FOR THE
DISPOSITION OF TASER X26 CONDUCTED ENERGY WEAPONS AND EQUIPMENT**

This agreement is made this ____ day of _____, 2020, by and between the Merriam Woods, Missouri Police Department (hereafter "Merriam Woods"), and the City of Branson, Missouri (hereafter "Branson") for the disposition by donation of the TASER X26 Conducted Energy Weapons and Equipment shown in the attached Exhibit "A" (hereafter "the Equipment").

WHEREAS, the Branson recently retired their use of the Equipment and migrated the entirety of the Branson Police Department to the TASER X2's and associated equipment; and

WHEREAS, Merriam Woods currently has no TASER Equipment for use by their commissioned officers; and

WHEREAS, the parties hereto, by virtue of being a municipality or political subdivision of the State of Missouri, or an elected official thereof enter into this agreement for the disposition of the Equipment of the Branson Police Department to Merriam Woods; and

WHEREAS, the parties agree that the Equipment that is being disposed of by donation to the Merriam Woods Police Department is heavily used, may be of limited functionality and is no longer supported by the manufacturer.

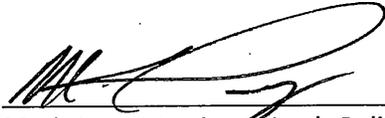
NOW, THEREFORE, the parties agree:

- 1.) The "Whereas" paragraphs are incorporated herein.
- 2.) The City shall dispose of the Equipment by donation to Merriam Woods.
- 3.) In no event shall the City be liable to Merriam Woods, employees or agents thereof for special, indirect, or consequential damages in any way connected with Merriam Woods's employees or agents thereof use of the Equipment.
- 4.) Merriam Woods 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 use of the Equipment.
- 5.) The City is providing the Equipment to Merriam Woods as-is and without warranty of any kind. The City makes no warranty of fitness for a particular purpose or warranty of merchantability of the Equipment being disposed of by donation to Merriam Woods.

6.) This agreement shall constitute the entire agreement between the parties, and the agreement may not be altered, amended, modified, or supplemented, except in writing signed by all parties.

7.) This agreement shall be governed by the laws of the State of Missouri.

CHIEF OF POLICE, MERRIAM WOODS, MISSOURI



Mark Trog, Merriam Woods Police Chief

02/13/2020
Date

CITY OF BRANSON, MISSOURI

E. Edd Akers, City of Branson Mayor

Date

ATTEST:

Lisa Westfall, City of Branson Clerk

Date

APPROVED TO FORM:



Chris Lebeck #51831, City Attorney

2/10/20
Date

SURPLUS PROPERTY LIST

<u>TASER</u>	<u>Serial Number</u>
X26	X00-547082
X26	X00-751356
X26	X00-360465
X26	X00-720479
21' Expired Cartridges	55
Spare holsters	3



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL AMENDING CHAPTER 58 SECTION 65 OF THE BRANSON MUNICIPAL CODE PERTAINING TO THE ORDINANCE VIOLATION OF HARASSMENT.

INITIATED BY: LEGAL DEPARTMENT

FIRST READING: MARCH 10, 2020

FINAL READING: MARCH 24, 2020

EXECUTIVE SUMMARY:

- In 2014 Senate Bill 491 was passed by the Missouri General Assembly, which provided for comprehensive criminal code revisions.
- On January 1, 2017, those criminal code revisions became active, and several criminal violations were modified or changed, including the crime of harassment.
- The crime of harassment split into first degree and second degree, and the elements of the crime of harassment were modified.
- This ordinance updates the ordinance violation of harassment as codified in Chapter 58 Section 65 to be consistent with the state-level misdemeanor of harassment in the second degree.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: C-1 Public Safety; G-3 Transparency

ATTACHED EXHIBITS:

ITEM/SUBJECT: READING OF A BILL AMENDING CHAPTER 58 SECTION 65 OF THE BRANSON MUNICIPAL CODE PERTAINING TO THE ORDINANCE VIOLATION OF HARASSMENT.

DETAILED ANALYSIS:

The Pre January 1, 2017 version of the crime of harassment read in part as follows:

“...A person commits the crime of harassment if he or she:

- (1) Knowingly communicates a threat to commit any felony to another person and in so doing frightens, intimidates, or causes emotional distress to such other person; or
 - (2) When communicating with another person, knowingly uses coarse language offensive to one of average sensibility and thereby puts such person in reasonable apprehension of offensive physical contact or harm; or
 - (3) Knowingly frightens, intimidates, or causes emotional distress to another person by anonymously making a telephone call or any electronic communication; or
 - (4) Knowingly communicates with another person who is, or who purports to be, seventeen years of age or younger and in so doing and without good cause recklessly frightens, intimidates, or causes emotional distress to such other person; or
 - (5) Knowingly makes repeated unwanted communication to another person; or
 - (6) Without good cause engages in any other act with the purpose to frighten, intimidate, or cause emotional distress to another person, cause such person to be frightened, intimidated, or emotionally distressed, and such person's response to the act is one of a person of average sensibilities considering the age of such person...”
- Section 565.090, RSMo (Until December 31, 2016)

The Post January 1, 2017 version of the crime of harassment in the second degree reads now as follows:

“...A person commits the offense of harassment in the second degree if he or she, without good cause, engages in any act with the purpose to cause emotional distress to another person...”

Section 565.091, RSMO (2017).

2
3
4 AN ORDINANCE AMENDING CHAPTER 58 SECTION 65 OF THE BRANSON
5 MUNICIPAL CODE PERTAINING TO THE ORDINANCE VIOLATION OF
6 HARASSMENT.
7

8
9 WHEREAS, in 2014 Senate Bill 491 was passed by the Missouri General Assembly, which
10 provided for comprehensive criminal code revisions; and

11
12 WHEREAS, on January 1, 2017, those criminal code revisions became active and a number of
13 criminal violations were modified or changed, including the crime of harassment; and

14
15 WHEREAS, the crime of harassment split into first degree and second degree, and the elements
16 of the crime of harassment was modified; and

17
18 WHEREAS, this ordinance updates the ordinance violation of harassment as codified in Chapter
19 58 Section 65 to be consistent with the elements of the state-level misdemeanor of harassment in
20 the second degree.

21
22 NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE
23 CITY OF BRANSON, MISSOURI, THE FOLLOWING:
24

25 Section 1: It is the intention of the Board, and it is hereby ordained, that the provisions of this
26 ordinance shall become and be made a part of the Branson Municipal Code, and the
27 sections of this ordinance may be renumbered to accomplish such intention.
28

29 Section 2: That Section 58-65 – Harassment of the Branson Municipal Code is hereby
30 amended to read as follows:
31

32 Sec. 58-65. - Harassment.
33

34 A person commits the offense of harassment if **he, without good cause, engages in any**
35 **act with the purpose to cause emotional distress to another person.** [~~for the purpose of~~
36 ~~frightening or disturbing another person, he:~~]

37 [~~(1) Communicates in writing or by telephone a threat to commit any felony;~~]

38 [~~(2) Makes a telephone call or communicates in writing and uses coarse language offensive~~
39 ~~to one of average sensibility;~~]

40 [~~(3) Makes a telephone call anonymously; or~~]

41 [~~(4) Makes repeated telephone calls.~~]
42
43

44 NOTE: LANGUAGE WHICH IS **BOLD, UNDERLINED** HAS BEEN ADDED;
45 LANGUAGE WHICH IS [~~BRACKETED, STRICKEN~~] HAS BEEN REMOVED.
46
47

48 Section 3: This ordinance shall be in full force and effect from and after its passage by the
49 Board of Aldermen and approval by the Mayor.

50
51 Read, this first time on this _____ day of _____, 20__.

52
53
54 Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of
55 Branson, Missouri on this _____ day of _____, 20__.

56
57
58
59
60 _____
61 E. Edd Akers
62 Mayor

63
64 ATTEST: APPROVED AS TO FORM:
65
66
67 _____
68 Lisa K Westfall Chris Lebeck #51831
69 City Clerk City Attorney
70



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL AMENDING CHAPTER 86 SECTIONS 621 THRU 623 OF THE BRANSON MUNICIPAL CODE PERTAINING TO THE NAMING OF W 76 COUNTRY BLVD.

INITIATED BY: LEGAL DEPARTMENT

FIRST READING: MARCH 10, 2020

FINAL READING: MARCH 24, 2020

EXECUTIVE SUMMARY:

- In October of 2019, the 911 physical address or “road name,” of Highway 76 has changed along the route previously addressed as W. State Hwy 76. The new road name is “W 76 Country Blvd.”
- “W. State Hwy 76” is referred to inconsistently as “Highway 76” or “76 Highway” throughout Chapter 86 of the Branson Municipal Code.
- This ordinance is a cleanup of Chapter 86 to use the new name “W 76 Country Blvd” wherever Highway 76 or 76 Highway is utilized.
- These changes have been generally verified with the City GIS Department confirming that wherever “Highway 76” or “76 Highway” is used in code it should be substituted with “W 76 Country Blvd.”

FINANCIAL IMPACT:

- No impact/Not applicable**
- Budgeted in the current year’s budget**
- Other (see additional explanation)**

STAFF RECOMMENDATION:

- Recommended**
- Not Recommended**
- Neutral/None**

COMMUNITY PLAN 2030: C-1 Public Safety; G-3 Transparency

ATTACHED EXHIBITS:

1 **BILL NO. 5797**

ORDINANCE NO. _____

2
3
4 **AN ORDINANCE AMENDING CHAPTER 86 SECTIONS 621 THRU 623 OF THE**
5 **BRANSON MUNICIPAL CODE PERTAINING TO THE NAMING OF W 76 COUNTRY**
6 **BLVD.**
7

8
9 **WHEREAS**, in October of 2019, the 911 physical address or “road name,” of Highway 76 has
10 changed along the route previously addressed as W. State Hwy 76. The new road name is “W
11 76 Country Blvd”; and
12

13 **WHEREAS**, “W State Hwy 76” is referred to inconsistently as “Highway 76” or “76 Highway”
14 throughout Chapter 86 of the Branson Municipal Code; and
15

16 **WHEREAS**, the City desires to utilize the new road name of “W 76 Country Blvd” in the
17 Branson Municipal Code.
18

19 **NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE**
20 **CITY OF BRANSON, MISSOURI, THE FOLLOWING:**
21

22 Section 1: It is the intention of the Board, and it is hereby ordained, that the provisions of this
23 ordinance shall become and be made a part of the Branson Municipal Code, and the
24 sections of this ordinance may be renumbered to accomplish such intention.
25

26 Section 2: That Section 86-621 - Schedule I - Stop signs, Section 86-622 - Schedule II - Speed
27 limits, and Section 86-623 - Schedule III - Restricted or prohibited parking of the
28 Branson Municipal Code are hereby amended to read as follows:
29

30 Sec. 86-621. - Schedule I—Stop signs.

- 31 Berry westbound at [~~76 Highway~~] **W 76 Country Blvd**
- 32 Dr. Good southbound at [~~76 Highway~~] **W 76 Country Blvd**
- 33 Ellen northbound at [~~76 Highway~~] **W 76 Country Blvd**
- 34 Forsythe southbound at [~~76 Highway~~] **W 76 Country Blvd**
- 35 Francis northbound at [~~76 Highway~~] **W 76 Country Blvd**
- 36 Francis southbound at [~~76 Highway~~] **W 76 Country Blvd**
- 37 Green Mountain Drive northbound at [~~76 Highway~~] **W 76 Country Blvd**
- 38 Harvey northbound at [~~76 Highway~~] **W 76 Country Blvd**
- 39 Judy northbound at [~~76 Highway~~] **W 76 Country Blvd**
- 40 Keeter/Green Mountain Drive eastbound at [~~76 Highway~~] **W 76 Country Blvd**
- 41 Little Pete's Road westbound at [~~76 Highway~~] **W 76 Country Blvd**
- 42 Pat Nash westbound at [~~76 Highway~~] **W 76 Country Blvd**
- 43 Rosalee southbound at [~~76 Highway~~] **W 76 Country Blvd**
- 44 Schaefer eastbound at [~~76 Highway~~] **W 76 Country Blvd**
- 45 Stanley K. Tanger Boulevard southbound at [~~76 Highway~~] **W 76 Country Blvd**
- 46 Stanley westbound at [~~76 Highway~~] **W 76 Country Blvd**
- 47 Sunshine northbound at [~~76 Highway~~] **W 76 Country Blvd**
- 48 Sunshine southbound at [~~76 Highway~~] **W 76 Country Blvd**

49 Wildwood northbound at ~~[76 Highway]~~ **W 76 Country Blvd**
 50 Wildwood southbound at ~~[76 Highway]~~ **W 76 Country Blvd**

51
 52 Sec. 86-622. - Schedule II—Speed limits.
 53

54 (a) In accordance with section 86-151, the maximum speed limits on the city roads and
 55 highways shall be as follows:

Location	Speed (mph)
Fall Creek Road, from Roark Valley Road south to [Highway 76] W 76 Country Blvd	45
Fall Creek Road, from [Highway 76] W 76 Country Blvd south and west to the municipal boundary	40
Forsythe Road, from Roark Valley Road south to [Highway 76] W 76 Country Blvd	35
Francis Street, from [Highway 76] W 76 Country Blvd to Gretna Road	35
Green Mountain Drive, from [Highway 76] W 76 Country Blvd west to Highway 165	35
Gretna Road, from [Highway 76] W 76 Country Blvd north to Roark Valley Road	35
[Highway 76] W 76 Country Blvd , from Business 65 west to the municipal boundary	35
Highway 165, from [Highway 76] W 76 Country Blvd south to the municipal boundary	35
North Wildwood, from [Highway 76] W 76 Country Blvd north to Gretna Road	35
Roark Valley Road, from [Highway 76] W 76 Country Blvd west to the Shephard of the Hills Expressway	45
Shepherd of the Hills Expressway, from [Highway 76] W 76 Country Blvd eastward, to its intersection with Little Pete's Road	35

56
 57 Sec. 86-623. - Schedule III—Restricted or prohibited parking.
 58

59 In accordance with sections 86-373 to 86-376 and 86-354, parking shall, on certain roads or
 60 streets or parts thereof and in parking areas, be prohibited or limited as described in this
 61 schedule:

Location	Limit
Vaughn Drive, east side, from [W State Hwy 76] W 76 Country Blvd , south 632 feet	No parking at any time

62
 63
 64

65 NOTE: LANGUAGE WHICH IS **BOLD, UNDERLINED** HAS BEEN ADDED;
66 LANGUAGE WHICH IS [~~BRACKETED, STRICKEN~~] HAS BEEN REMOVED.

67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92

Section 3: This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

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

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

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

Chris Lebeck #51831
City Attorney



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING A REIMBURSEMENT AGREEMENT WITH MORRIS HOSPITALITY, LLC. PERTAINING TO THE INSTALLATION OF A 24 INCH SEWER MAIN IMPROVEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: UTILITIES DEPARTMENT

FIRST READING: MARCH 10, 2020

FINAL READING: MARCH 24, 2020

EXECUTIVE SUMMARY:

- Morris Hospitality, LLC is in the process of constructing improvements on their property located at 1700 W Highway 76. These improvements will require the development to relocate an existing 8-inch City sewer main which is situated within an existing easement on the development property.
- During the process of relocating the sewer main, staff recommends having the new piping upsized to 24-inch to make accommodations for planned future use. The upsizing of the pipe coincides with the future planned improvement of the City’s wastewater conveyance system. When the City’s Compton Drive facility nears capacity, or at a time determined necessary by the City, the upsized main can be utilized to convey a portion of sewer flows from the Roark Valley watershed to the Cooper Creek treatment facility.
- Morris Hospitality advertised for bid, following the City of Branson’s bidding process, to relocate the existing main with the 24-inch upsized improvement. One bid was received for a total cost of \$278,695.00 to remove the existing 8-inch main and to install 891 feet of new 24-inch main along with associated manholes.
- Staff reviewed the submitted bid and separated out costs that would have already been incurred by the development for the relocation of just an 8-inch main. Staff then utilized a trench volume calculator to determine additional trench area necessary to accommodate the larger components. Calculations indicate an 11% increase in trench excavation will be necessary to install the larger pipe. Using this calculation the public improvement portion of the cost to install the larger components is \$13,975.52. Staff did not agree with the submitted cost for piping and manhole materials and obtained direct pricing for both the 24-inch and 8-inch components. From that information, staff determined an accurate cost difference to upsize the components would be \$37,498.00.
- Morris Hospitality agrees to supply the upsized components at the City’s determined cost and to pay their contractor the required prevailing wage for the public improvement portion for the installation at a total not to exceed reimbursement of \$51,473.52.

FINANCIAL IMPACT:

- No impact/Not applicable
- Budgeted in the current year’s budget
- Other (see additional explanation)

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: EI Strategy 1.1

ATTACHED EXHIBITS:

BILL NO. 5798

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REIMBURSEMENT AGREEMENT WITH MORRIS HOSPITALITY, LLC. PERTAINING TO THE INSTALLATION OF A 24 INCH SEWER MAIN IMPROVEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, Morris Hospitality, LLC is in the process of constructing improvements on their property which require the development to relocate an existing 8-inch City sewer main which is situated within an existing easement on the development property, and;

WHEREAS, the City of Branson desires to have the relocated sewer main upsized to 24-inch as a public sewer improvement to coincide with future planned improvements of the City’s wastewater conveyance system, and;

WHEREAS, Morris Hospitality, LLC agrees to supply the upsized components, perform the required trench excavation and install the upsized 24-inch main, and;

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

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

Section 1: The Board of Aldermen hereby approves the contract with Morris Hospitality, LLC. for labor and materials to install the public sewer main improvement in the amount not to exceed \$51,473.52 and authorizes the Mayor to execute the contract in the form attached as Exhibit “1”.

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

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

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

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

Chris Lebeck #51831
City Attorney

**PUBLIC SEWER MAIN IMPROVEMENT LABOR AND MATERIALS
REIMBURSEMENT AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, by and between the CITY OF BRANSON, a Municipal Corporation located in the State of Missouri, (hereinafter referred to as "City"); and Morris Hospitality, LLC, (hereinafter referred to as "Developer")

WITNESSETH:

WHEREAS, Developer is the owner of certain real property located in Taney County, Missouri, and within the city limits of Branson, Missouri, (hereinafter referred to as "Property"), more particularly described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated herein; and,

WHEREAS, Developer is in the process of planning the construction of a building on the Property, which requires the Developer to relocate an existing 8 inch sewer main located on the Property; and,

WHEREAS, City desires to have the relocated sewer main upsized from 8 inch to 24 inch and furthermore agrees to reimburse \$51,473.52 for portions of the cost of labor and materials needed to upsize the relocated sewer main from 8 inch to 24 inch as a public sewer main improvement (hereinafter the "Sewer Main")

NOW, THEREFORE, in consideration of the above premises and the covenants hereinafter set forth, the parties hereby agree as follows:

1. Developer agrees to supply the materials and labor for the Sewer Main. Those materials include all materials necessary for the Sewer Main as detailed on Exhibit C. Said Sewer Main improvements have been broken down into unit costs for all sewer pipe, bedding, backfill, and manholes, within the designated easement. Developer has complied with all public notice and required City bidding procedures for the Sewer Main and has furnished proof of compliance to the City.
2. The Sewer Main will be installed in accordance with City code and as depicted on the plans and specifications marked as Exhibit C incorporated herein by reference. All materials shall meet industry standards as predetermined by either appropriate testing laboratory procedures or by field testing of the materials on-site. City shall have the full and final authority to select the acceptable testing method.
3. The City has reviewed the final bidding of all units of construction for the Sewer Main as indicated in the Schedule A – Sanitary Sewer Improvements on the Bid Form attached as Exhibit D and shall reimburse Developer \$51,473.52 upon completion and acceptance by City representative for the public improvement portion of said Sewer Main consisting of 891 feet of 24 inch pipe, one six foot diameter manhole, four five foot diameter manholes and labor and equipment cost to install the pipe, manholes, bedding and backfill. Explanation of reimbursement calculations are detailed on Exhibit E.
4. The City considers all excavation required to be done on the Property to be "unclassified" and, consequently, makes no provision or commitment to be responsible for any extra excavation costs due to soil conditions. Any such additional costs contracted for by Developer with any contractor or subcontractor shall be the sole cost and responsibility of

Developer and City shall not be responsible for or share in any such additional cost, if incurred.

5. Prevailing Wages. It is agreed that the rate for all labor utilized in the construction of the aforementioned public portion of the Sewer Main improvements shall be no less than the “prevailing hourly rate of wages” for work of a similar character in this locality, as established and amended from time to time by the Department of Labor and Industrial Relations of the State of Missouri.
6. Missouri Immigration Law Affidavit. Developer acknowledges that Section 285.530 RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Developer therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly contract with, employ, hire for employment, or continue to employ any unauthorized aliens to perform work as part of the construction work to be performed by Developer and that its employees are lawfully eligible to work in the United States.
7. Required Safety Training.
 - A. Developer shall require all contractors and subcontractors to provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site as part of this contract for City improvements. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.
 - B. Developer shall require its contractors and all on-site employees to complete a construction safety program within sixty (60) days before the date that work, as part of this contract for City improvements, commences.
 - C. Developer acknowledges and agrees that any employees found on the project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project.
 - D. Developer shall require all of its contractors and subcontractors to comply with the requirements of this paragraph and Section 292.675, RSMo.
8. Notice of Penalties for Failure to Provide Safety Training.
 - A. Pursuant to Section 292.675, RSMo, Developer shall forfeit to City as a penalty Two Thousand Five Hundred and no/100 Dollars (\$2,500.00), plus One Hundred and no/100 Dollars (\$100.00) for each on-site employee employed by Developer, a contractor, or its subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Paragraph 8 of this contract. This penalty shall not begin to accrue until the time periods described in Paragraph 7 above have lapsed.
 - B. Violations and imposition of the penalty described in Paragraphs 7 and 8 shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

9. Insurance. Without limiting any of the other obligations or liabilities of Developer or its contractors, Developer shall secure and maintain at its own cost and expense, throughout the duration of this contract and until the work is completed and accepted by City, insurance of such types and in such amounts as may be necessary to protect it and the interests of City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The forms and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of Developer to maintain adequate insurance coverage at all times during the term of the contract. Failure of Developer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of any Contract by Developer to a contractor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company prior to modification, cancellation or nonrenewal of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to the Branson City Engineer.

- A. Worker's Compensation Insurance with a company authorized to do business in the State of Missouri having limits not less than One Million and no/100 Dollars (\$1,000,000.00), including occupational disease provisions for all employees of all of the contractors and sub-contractors of Developer.
- B. Commercial General Liability Insurance: including coverage for Premises, Operations Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with limits of One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death) and property damage, and a general aggregate amount of Two Million Dollars (\$2,000,000). The City of Branson must be named as additional insured. Blasting operations shall not be performed unless and until Developer has obtained and furnished to the Engineer a certificate of blasting coverage properly executed by a qualified agent or representative of the insurance company. In case the insurance company has no local agent, a telegraphic certificate may be accepted.
- C. Automobile Liability with a company authorized to do business in the State of Missouri covering bodily injury and property damage for owned, non-owned and hired vehicles with limits of 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 additional insured. The policy must also specify that Developer, its contractors or their employees and/or the subcontractor's employees operating their own vehicles for business reasons applicable to the performance of the contract for the City, will be protected by a non-ownership and hired automobile liability policy with limits as described above for automobile liability and property damage.
- D. All of the above coverage described pertaining to Worker's Compensation, Public Liability, Automobile Liability and Non-Ownership and Hired Car Liability

requiring certificates of insurance to the City must specifically provide that “no changes of coverage will be made in the contract nor will any coverage be cancelled or altered without a thirty (30) day notice of cancellation or alteration being mailed to the Engineering Department, City of Branson, Missouri by registered mail.”

- E. Scope of Insurance and Special Hazard. The insurance required under Subparagraphs B and C hereof shall provide adequate protection for Developer and its contractors against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by it, and also against any special hazards which may be encountered in the performance of this Contract.

NOTE: Subparagraph F is construed to require the procurement of Developer protective insurance (or contingent public liability and contingent property damage policies) by its general contractor whose subcontractors have employees working on the project, unless the general public liability and property damage policy (or rider attached thereto) of the general contractor provides adequate protection against claims arising from operations by anyone directly or indirectly employed by Developer’s contractor.

- F. Developer shall furnish the City, prior to approval of the contract, the policy as specified in this section and satisfactory proof of carrying of all the insurance required by this contract. NOTE: It is the sole responsibility of Developer to furnish current insurance certificates if expiration dates do not coincide with the beginning and ending dates of this contract. Current insurance certificates are also required for any additional renewal periods covered by this contract. Any failure to maintain insurance coverage shall not relieve any contractual responsibility or obligation or liability under the contract documents. Renewal certificates for this contract must be faxed to the City of Branson Engineering Department, 110 W. Maddux, Suite 310, Branson, MO 65616.

- G. Developer agrees to defend, indemnify, and save the City harmless from and against all claims, suits and actions of every description, brought against the City and from all damage and costs by reason or on account of any injuries or damages received or sustained by any person or persons, or their property, by Developer, its contractor, its servants, agents or subcontractors in the construction of said work, or by any negligence or carelessness in the performance of same, or on account of any act or omission of Developer, its contractor, its servants, agents, or subcontractors, arising out of the performance of the Sewer Main project.

- H. In the event the scope or extent of the City’s tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo. (Supp 1995) is broadened or increased during the term of this contract by legislative or judicial action, the City may require Developer, upon ten (10) days written notice, to execute a contract addendum whereby Developer agrees to provide additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. The sovereign immunity limits for Missouri public entities is calculated by the Missouri Department of Insurance as of January 1st each calendar year and published annually in the Missouri Register pursuant to Section 537.610 RSMo. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance

and shall take effect within the time set forth in the addendum.

- I. Unless otherwise specifically indicated in the contract documents, no deductibles will be permitted with respect to any of the above described policies.
10. **General Independent Contractor Clause.** This contract does not create an employee/employer relationship between the parties. It is the parties' intention that Developer will be an independent contractor and not the City's employee for any purpose, 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. Developer will retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder. Developer agrees that it is a separate and independent enterprise from the public entity, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This contract shall not be construed as creating any joint employment relationship between Developer and the City, and the City will not be liable for any obligation incurred by Developer, including but not limited to unpaid minimum wages and/or overtime premiums, or unpaid contractors or subcontractors.
11. **Nondiscrimination.** Developer 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 contractor or employee of Developer or applicant for employment and shall include a similar provision in all contracts let or awarded hereunder.
12. **Notices.** All notices required or permitted herein are required to be in writing and may be given by FAX or by first class mail addressed to City at 110 West Maddux, Branson, Missouri 65616, and Developer at the address indicated below. The date of delivery of any notice given by U.S. mail shall be the date falling on the second full day after the date of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.
13. **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.
14. **Jurisdiction and Venue.** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

IN WITNESS WHEREOF, City and Developer have signed multiple copies of this Contract. Counterparts have been delivered to City and Developer. All portions of the Contract Documents have been signed, initialed or identified by City and Developer.

This Contract will be effective on _____, 2020 (which is the "effective date" of the Contract).

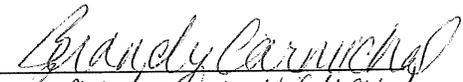
CITY OF BRANSON, MISSOURI

MORRIS HOSPITALITY, LLC

By: _____
E. Edd Akers, Mayor

By:  _____
Brandon Jenkins, Manager

Attest _____
Lisa K Westfall
City Clerk

Attest  _____
Name Brandy Carnichael

Address for giving notices
110 W. Maddux
Branson, MO 65616

Address for giving notices:
4319 S. National Ave., #122
Springfield, MO 65810

Approved as to Form:

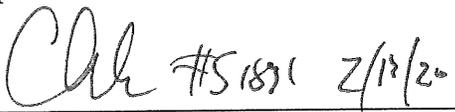
 _____
Chris Lebeck, #51831
City Attorney

Exhibit A

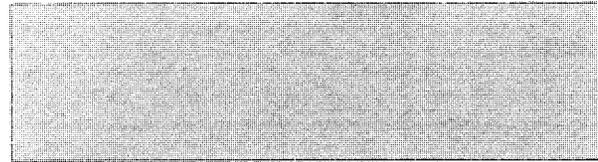
PROPERTY DESCRIPTION: (AS SURVEYED)
ALL OF LOTS 1 AND 3, MORRIS HOSPITALITY PHASE 2, A MINOR
SUBDIVISION IN THE CITY OF BRANSON, MISSOURI, RECORDED IN PLAT
BOOK L AT PAGE 303, TANEY COUNTY RECORDERS OFFICE.

Exhibit B



GENERAL NOTES:

1. DEVELOPMENT PLANS ARE APPROVED INITIALLY FOR ONE (1) YEAR AFTER WHICH THEY AUTOMATICALLY BECOME VOID AND MUST BE UPDATED AND RE-APPROVED BY THE DIRECTOR OF PUBLIC WORKS BEFORE ANY CONSTRUCTION WILL BE PERMITTED.
2. THE CITY OF BRANSON PLAN REVIEW IS ONLY FOR GENERAL CONFORMANCE WITH CITY OF BRANSON DESIGN CRITERIA AND THE CITY CODE. THE CITY IS NOT RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF THE DESIGN, OR DIMENSIONS AND ELEVATIONS THAT SHALL BE CONFIRMED AND CORRELATED AT THE JOB SITE. THE CITY OF BRANSON THROUGH APPROVAL OF THIS DOCUMENT ASSUMES NO RESPONSIBILITY OTHER THAN AS STATED ABOVE FOR THE COMPLETENESS AND/OR ACCURACY OF THIS DOCUMENT.
3. THE CONTRACTOR SHALL HAVE ONE (1) SIGNED COPY OF THE PLANS (APPROVED BY THE CITY OF BRANSON) AND ONE (1) COPY OF THE APPROPRIATE CONSTRUCTION STANDARDS AND SPECIFICATIONS AT THE JOB SITE AT ALL TIMES.
4. CONSTRUCTION OF THE IMPROVEMENTS SHOWN OR IMPLIED BY THIS SET OF DRAWINGS SHALL NOT BE INITIATED OR ANY PART THEREOF UNDERTAKEN UNTIL THE DIRECTOR OF PUBLIC WORKS IS NOTIFIED OF SUCH INTENT, AND ALL REQUIRED AND PROPERLY EXECUTED BONDS AND PERMIT FEES ARE RECEIVED AND APPROVED BY THE DIRECTOR OF PUBLIC WORKS.
5. THE CITY OF BRANSON TECHNICAL SPECIFICATIONS LATEST EDITION SHALL GOVERN CONSTRUCTION OF THIS PROJECT.
6. ALL EXISTING UTILITIES INDICATED ON THE DRAWINGS ARE ACCORDING TO THE BEST INFORMATION AVAILABLE TO THE ENGINEER; HOWEVER, ALL UTILITIES ACTUALLY EXISTING MAY NOT BE SHOWN. UTILITIES DAMAGED THROUGH THE NEGLIGENCE OF THE CONTRACTOR TO OBTAIN THE LOCATION OF SAME SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT THEIR EXPENSE.
7. ALL BACK FILL SHALL BE INSTALLED IN LIFTS NO DEEPER THAN 8" AND COMPACTED TO 95% STANDARD DENSITY AT OPTIMUM MOISTURE CONTENT.
8. WORK ON SATURDAYS OR LEGAL HOLIDAYS SHALL BE AS APPROVED BY THE CITY. SUCH APPROVAL SHALL BE GRANTED ONLY UPON ADVANCE NOTIFICATION OF A MINIMUM FIVE (5) WORKING DAYS PRIOR TO THE ANTICIPATED DATE OF THE WORK TO BE PERFORMED. SUNDAY WORK WILL NOT BE ALLOWED UNDER ANY CIRCUMSTANCE. LEGAL HOLIDAYS OBSERVED BY THE CITY OF BRANSON ARE NEW YEAR'S DAY, MARIN LUTHER KING DAY, PRESIDENT'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY, AND CHRISTMAS. THE ACTUAL DAYS OFF FOR THESE HOLIDAYS MAY VARY AND IN CERTAIN SITUATIONS ADDITIONAL DAYS MAY BE A PART OF THE AMOUNT OF TIME GRANTED AS AN OFFICIAL HOLIDAY BY THE CITY OF BRANSON. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN APPROVAL FOR THESE DAYS PRIOR TO THE ACTUAL REQUEST FOR INSPECTION SERVICES.
9. ALL MATERIALS AND WORKMANSHIP ASSOCIATED WITH THIS PROJECT SHALL BE SUBJECT TO INSPECTION BY THE CITY OF BRANSON. ALL MATERIALS AND WORKMANSHIP MUST CONFORM TO THE CITY OF BRANSON STANDARDS AND TECHNICAL SPECIFICATIONS.
10. THE CONTRACTOR SHALL NOTIFY THE CITY OF BRANSON ENGINEERING/PUBLIC WORKS DEPARTMENT THIRTY-SIX (36) HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION.
11. RELOCATION OF ANY EXISTING UTILITY THEREOF REQUIRED FOR THE CONSTRUCTION OF THIS PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT THEIR EXPENSE.



15. ALL STUBLINES SHALL BE LAID ON 1.00% GRADE UNLESS APPROVED OTHERWISE.
16. FFE DENOTES MINIMUM BASEMENT FLOOR ELEVATION.
17. THE CONTRACTOR SHALL NOTIFY THE CITY OF BRANSON UTILITIES DEPARTMENT 36 HOURS PRIOR TO EXCAVATION OF EXISTING SEWER MAIN. CITY PERSONNEL MUST BE ON SITE WHILE DIGGING AROUND EXISTING SEWER MAINS.
18. THE CONTRACTOR SHALL INSTALL AND PROPERLY MAINTAIN A TEMPORARY CAP OR PLUG AT THE END OF ALL SHIFTS AS DESCRIBED ABOVE. CAPS OR PLUGS SHALL BE INSTALLED AT THE OPEN END OF PIPE WITH A SUITABLE MECHANICAL PLUG TO PREVENT ENTRY OF FOREIGN MATERIAL UNTIL WORK IS RESUMED.
19. THE CONTRACTOR SHALL NOT MAKE ANY CONNECTIONS TO THE EXISTING SANITARY SEWER MAIN UNTIL ALL PORTIONS OF THE NEW EXTENSION HAVE BEEN PRESSURE TESTED, VACUUM TESTED AND APPROVED.



UTILITY INFORMATION	PHONE NUMBER
LIBERTY UTILITIES - EMPIRE DISTRICT	800-206-2300
WHITE RIVER VALLEY ELECTRIC	417-335-9335
CITY OF BRANSON UTILITIES	417-243-2731
CITY OF BRANSON PUBLIC WORKS	417-337-8504
CITY OF BRANSON PLANNING & DEVELOPMENT	417-337-8549
SUDDENLINK	844-874-7558
CENTURY LINK	800-244-1111
SUMMIT GAS	800-927-0787
MODOT	417-335-5635
PUBLIC WATER SUPPLY DISTRICT #3	417-337-8451
AMERICAN WATER	417-334-4189

BENCHMARK

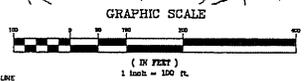
PROJECT BENCHMARK:

MISSOURI GEOGRAPHIC REFERENCE SYSTEM STATION TA-09. THE STATION IS LOCATED NORTHWEST OF THE SITE, SOUTH OF MISSOURI STATE HIGHWAY 76 ON THE NORTH SIDE OF THE APPLE TREE MALL PARKING LOT, APPROXIMATELY 88 FT WEST OF THE PARKING LOT ENTRANCE AND 22 FT SOUTH OF THE HIGHWAY 76 BACK OF CURB.

ELEVATION: 975.29 (NAVD 88)

LEGEND

FO	FIBER OPTIC UTILITY LINE
G	GAS UTILITY LINE
OHE	OVERHEAD ELECTRIC UTILITY LINE
OHT	OVERHEAD TELECOMMUNICATION UTILITY LINE
SAN	SANITARY SEWER UTILITY LINE
ST	STORM WATER UTILITY LINE
USE	UNDERGROUND ELECTRIC UTILITY LINE
UT	UNDERGROUND TELECOMMUNICATION UTILITY LINE
W	POTABLE WATER UTILITY LINE
PE	PERMANENT EASEMENT
TE	TEMPORARY EASEMENT
PL	PROPERTY LINE
ROW	RIGHT-OF-WAY
---	TREE LINE
---	DESIGN MAJOR CONTOUR
---	EXISTING MAJOR CONTOUR
---	DESIGN MINOR CONTOUR
---	EXISTING MINOR CONTOUR
---	EASEMENT



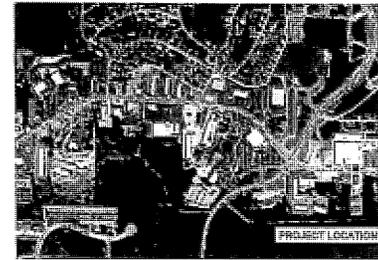
APPROVED _____ Date _____
 DIRECTOR OF PUBLIC WORKS
 APPROVED FOR ONE YEAR FROM THIS DATE.

MORRIS HOSPITALITY PROPERTY

PUBLIC IMPROVEMENT PLANS

BRANSON, TANEY COUNTY, MISSOURI

MORRIS HOSPITALITY, LLC
 4319 S NATIONAL, SUITE #122
 SPRINGFIELD, MO 65810



PORTION OF SEC 6, T22N, R21W

SHEET INDEX

C-1	COVER SHEET
C-2	EXISTING CONDITIONS SURVEY
C-4	SANITARY SEWER PLAN AND PROFILE
C-10	CONSTRUCTION DETAILS
C-11	CONSTRUCTION DETAILS

SUMMARY OF QUANTITIES - FOR PUBLIC IMPROVEMENTS ONLY

BID ITEM NO.	DESCRIPTION	QUANTITY	UNITS OF MEASURE
1	REPLICATION	1	LUMP SUM
2	RELOCATE EXISTING 8" SANITARY SEWER MAIN	605	LINEAR FEET
3	RELOCATE EXISTING SANITARY MANHOLES	3	EACH
24	34" CORR-35 SANITARY SEWER MAIN	425	LINEAR FEET
25	34" CORR SANITARY SEWER MAIN	425	LINEAR FEET
26	24" DIA SANITARY SEWER MANHOLE	4	EACH
27	24" DIA SANITARY SEWER MANHOLE	1	EACH

cpwg
 Civil, Planning & Waterways, Inc.
 201 West Pacific St., Suite 20
 Branson, Missouri 64604
 (417) 337-2200
 www.cpwginc.com

Project Name and Address
MORRIS HOSPITALITY PROPERTY
PUBLIC IMPROVEMENT PLANS
 BRANSON, MO 65810

Sheet Title
COVER SHEET



Date: 2/6/2020

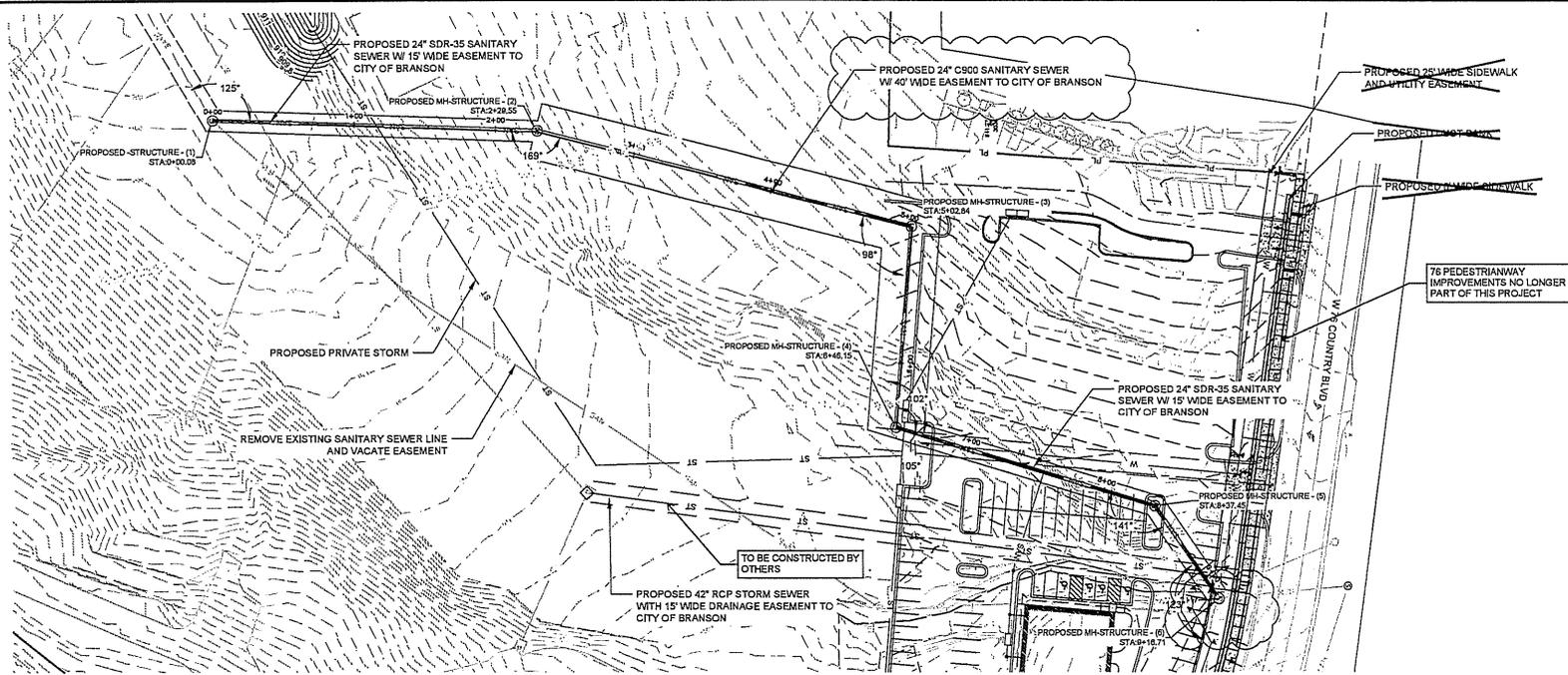
NO.	DATE	DESCRIPTION	BY	CHKD
1	10/14/2019	PER CITY COMMENTS		
2	10/14/2019	PER CITY COMMENTS		
3	10/14/2019	REMOVED ALL ITEMS EXCEPT SANITARY SEWER PER CITY		

Project No: 190057
 Date: 10/14/2019
 AS NOTED

C-1



PLOTTED 10/14/2019 8:46:13 AM

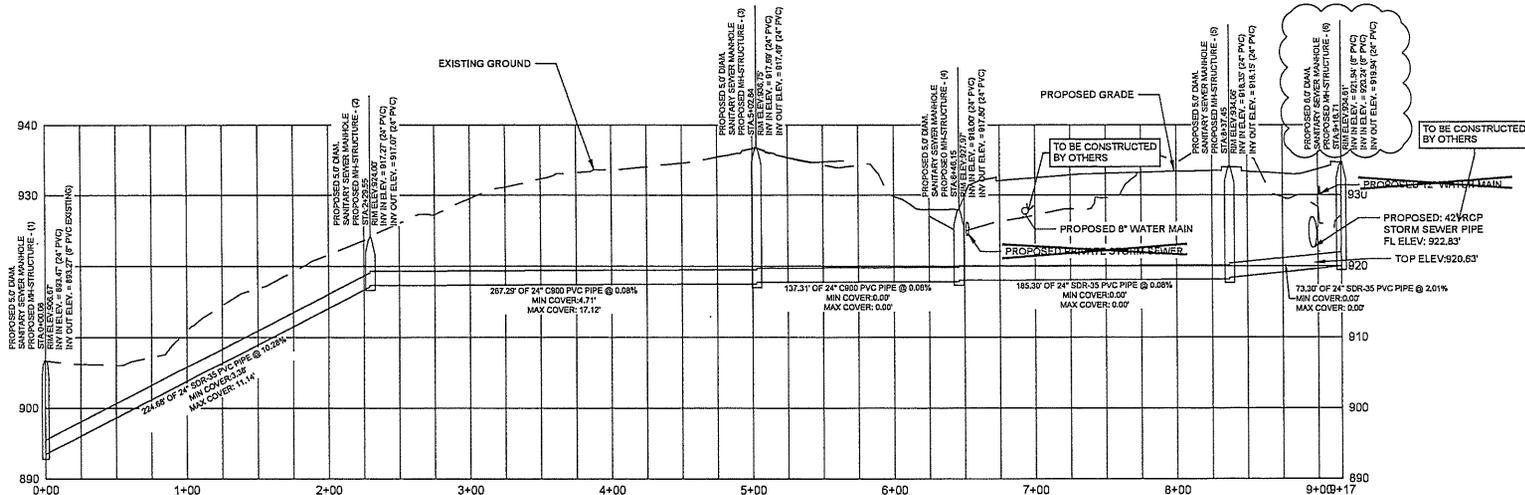
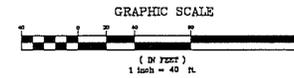


NOTES:

- 1) A PRE-CONSTRUCTION MEETING SHALL OCCUR PRIOR TO BEGINNING WORK ON THE PUBLIC SEWER MAIN.
- 2) THE CONTRACTOR SHALL SUBMIT A PLAN DETAILING HANDLING EXISTING SEWER FLOWS TO THE ENGINEER AND THE CITY OF BRANSON UTILITY DEPARTMENT FOR APPROVAL PRIOR TO BEGINNING WORK ON THE PUBLIC SEWER MAIN.
- 3) ANY IMPROVEMENTS TO THE PUBLIC WATER MAIN OR SEWER MAIN MUST MEET THE SPECIFICATIONS LISTED IN THE CITY'S DESIGN CRITERIA AND TECHNICAL SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.
- 4) STORM SEWER AND WATER MAIN AND APPURTENANCES MUST HAVE A HORIZONTAL SEPARATION OF 10' AND VERTICAL SEPARATION OF 18" FROM ALL NON-POTABLE SEWER PIPES AND APPURTENANCES.
- 5) TRACER WIRE TO BE INSTALLED ON ALL SEWER AND WATER MAINS PER CITY SPECIFICATIONS.
- 6) OWNER/CONTRACTOR MUST COORDINATE WITH CITY OF BRANSON FOR HANDLING OF EXISTING FLOW.

**SANITARY SEWER REALIGNMENT
PROFILE**

STA. 0+00 TO 9+16.74
SCALE HORIZONTAL: 1" = 40'
SCALE VERTICAL: 1" = 8'



D:\Dropbox\Branson Office Projects - Internal\Morris Hospitality Property\Morris Hospitality Public\dwg



**Know what's Below.
Call before you dig.**

cpwg
Cobb, Pritchett & Weaver Company, Inc.
100 West Park Dr., Suite B
Branson, MO 64604
PH: 417.739.6646
www.cpwg.com

Project Name and Address
**MORRIS HOSPITALITY PROPERTY
PUBLIC IMPROVEMENT PLANS**
BRANSON, MO 64616

Sheet Title
SANITARY SEWER PLAN AND PROFILE



2/6/2020
Date

REV	DATE	DESCRIPTION
1	2/6/2020	ISSUED FOR PERMITS
2	2/6/2020	REVISED ALL ITEMS EXCEPT SANITARY SEWER PER CITY

10/14/2019
180057
AS NOTED
C-4

BID FORM

Bid of Tom Boyce Excavating, Inc.

(hereinafter called the bidder), organized and existing under the laws of the State of

Missouri, and doing business as * Tom Boyce Excavating, Inc.To: Morris Hospitality LLC (hereinafter called the Owner).

In compliance with your Advertisement for Bids, bidder hereby proposes to perform all work and provide all materials and equipment for Morris Hospitality Property Public Improvements, in strict accordance with the contract documents, within the time set forth, and at the prices stated herein.

	Item Description	Quantity	Unit	Unit Price	Subtotal
1	MOBILIZATION AND BONDING	1	LS	25,000	25,000
Schedule A – Sanitary Sewer Improvements					
2	REMOVE EXISTING 8" SANITARY SEWER MAIN	825	LF	\$ 38	\$ 31,350
3	REMOVE EXISTING SANITARY SEWER MANHOLE	3	EA	\$ 6,164	\$ 18,492
24	24" SDR-35 SANITARY SEWER MAIN	485	LF	\$ 224	\$ 108,640
25	24" C900 SANITARY SEWER MAIN	406	LF	\$ 180	\$ 73,080
26	5'-0" DIA SANITARY SEWER MANHOLE	4	EA	\$ 9,021	\$ 36,084
27	6'-0" DIA SANITARY SEWER MANHOLE	1	EA	\$ 11,049	\$ 11,049
Subtotal Schedule A – Sanitary Sewer Improvements					\$ 278,695
Schedule B – Storm Sewer Improvements					
4	REMOVE EXISTING 60" STORM SEWER	188	LF	\$ 90	\$ 16,920
5	REMOVE EXISTING CONCRETE HEADWALL	1	EA	\$ 1,411	\$ 1,411
6	REMOVE EXISTING FLARED END SECTION	1	EA	\$ 692	\$ 692
7	REMOVE EXISTING GRATED INLET	1	EA	\$ 1,710	\$ 1,710
22	42" RCP STORM SEWER	464	LF	\$ 193	\$ 89,552
23	6'X6' PRECAST STORM JUNCTION BOX	2	EA	\$ 7,956	\$ 15,912
33	POUR NEW CONCRETE LID FOR GRATE INLET	2	EA	\$ 1,200	\$ 2,400
Subtotal Schedule B – Storm Sewer Improvements					\$ 128,597
Schedule C – Water Main Improvements					
8	REMOVE EXISTING 8" WATER MAIN	445	LF	\$ 29	\$ 12,905
10	12" SDR-21 WATER MAIN	455	LF	\$ 85	\$ 38,675
11	12" GATE VALVE	2	EA	\$ 2,341	\$ 4,682
12	12" DEAD END ASSEMBLY	2	EA	\$ 3,100	\$ 6,200

13	6" SDR-21 WATER MAIN	5	LF	\$ 102	\$ 510
14	FIRE HYDRANT ASSEMBLY	1	EA	\$ 3,750	\$ 3,750
15	8" SDR-21 WATER MAIN	226	LF	\$ 42	\$ 9,492
16	8" GATE VALVE	1	EA	\$ 1,298	\$ 1,298
17	8" DEAD END ASSEMBLY	1	EA	\$ 1,950	\$ 1,950
18	8" D.I.M.J. 90 DEGREE BEND WITH THRUST BLOCK	2	EA	\$ 614	\$ 1,228
19	12" X 8" REDUCER	2	EA	\$ 433	\$ 866
20	12" X 12" X 8" D.I.M.J. TEE	1	EA	\$ 1,069	\$ 1,069
21	12" X 12" X 6" D.I.M.J. TEE	1	EA	\$ 888	\$ 888
Subtotal Schedule C – Water Main Improvements					\$ 83,513
Schedule D – Duct Bank Improvements					
28	DUCT BANK	441	LF	\$ 348	\$ 153,468
34	CONDUITS FOR STREET LIGHTING 2" PVC	60	LF	\$ 32	\$ 1,920
36	CONDUITS FOR UNDER DRIVE 4" SCH 40 PVC	375	LF	\$ 25	\$ 9,375
37	PULL BOX	2	EA	\$ 2,500	\$ 5,000
Subtotal Schedule D – Duct Bank Improvements					\$ 169,763
Schedule E – Civil Improvements					
9	REMOVE EXISTING SIGN	2	EA	\$ 1,250	\$ 2,500
29	CONCRETE SIDEWALK	3672	SF	\$ 16	\$ 58,752
30	VANGUARD TRUNCATED DOMES	2	EA	\$ 1,500	\$ 3,000
31	CONCRETE DRIVEWAY	2516	SF	\$ 11	\$ 27,676
32	2'-0" CONCRETE CURB AND GUTTER	232	LF	\$ 25	\$ 5,800
35	CONDUITS FOR IRRIGATION 4" PVC	100	LF	\$ 23	\$ 2,300
38	CONSTRUCTION ENTRANCE	1	EA	\$ 1,787	\$ 1,787
39	COMPOST SOCK	480	LF	\$ 4	\$ 1,920
Subtotal Schedule E – Civil Improvements					\$ 103,735
Total Bid					\$ 789,303

Owner reserves the right to add or remove quantities or any schedules due to budget constraints and availability of funds. Award of bid shall be Total Bid which shall be considered the "base bid".

By submission of this bid, bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid, with any other bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and fully complete the project within NA consecutive calendar days thereafter.

Bidder further agrees to pay as liquidated damages, the sum of \$ _____ for each calendar day thereafter.

Bidder acknowledges receipt of the following addenda:

* Insert "a corporation", "a partnership", "a joint venture" or "an individual" as applicable.

Dated at 9:26 am this 19 day of November, 2019.

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL: _____ Doing Business As
Signature and Title

Name of Firm

Business Address of Bidder: _____

Telephone No. _____

IF A PARTNERSHIP:

Name of Partnership

Member of Firm

Business Address of Bidder: _____

Telephone No. _____

IF A CORPORATION:

Tom Boyce Excavating, Inc.
Name of Corporation

By _____

Tom Boyce, Pres.
Signature & Title

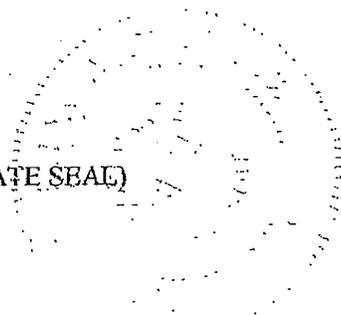
Tom Boyce, President

ATTEST:

Business Address of Bidder: _____

203 Buccaneer Blvd.
Branson, MO 65616

Telephone No. 417-335-2589



If Bidder is a Corporation, supply the following information:

State in which Incorporated: Missouri

Name and Address of its: President Tom Boyce
1025 Shady Rapids Dr. Walnut Shade, MO
65771

Secretary Scott Klempel
1612 S.E. Hills Court, Nixa, MO 65714

“Exhibit E”

EXPLANATION OF REIMBURSEMENT CALCULATION

24 inch Sanitary Sewer Main Bid
(with prevailing wage and rock excavation)

Total Bid: \$278,695
Deduct:
 Item #2 removal of existing 8 inch sewer main - \$31,350
 Item #3 removal of existing manholes - \$18,492
 New Bid Total: \$228,853
Remove Contractor Pipe cost:
 24 inch pipe - \$43,637
 Manholes with 24 inch inverts - \$15,417
 Base Cost: \$169,799

8 inch Sanitary Sewer Main Pricing
(non-prevailing wage without rock excavation)

Total Bid: \$138,290
Deduct:
 Item #2 removal of existing 8 inch sewer main - \$23,925
 Item #3 removal of existing manholes - \$12,324
 New Bid Total: \$102,041
Remove Contractor Material cost:
 8 inch pipe - \$10,176
 Manholes with 8 inch inverts - \$11,380
 Base Cost: \$80,485

To make the base costs comparable prevailing wage was added to the 8 inch pricing. This includes a \$25.50/hour increase for field labor for an increased cost of \$4,794 and a \$26.70/hour increase for the equipment operator labor for an increased cost of \$9,889.68.

Rock excavation was not included in the 8 inch price. To correct the inconsistency a trench volume calculator was used which indicated an 11% increase in trench volume would be necessary to install an upsized 24 inch pipe. The cost for rock excavation from the 24 inch bid totaled \$35,822. This amount was reduced by 11% to indicate the cost of rock excavation for the 8 inch pricing resulting in a cost of \$31,881.58.

Revised 8 inch Pricing:	8 inch Base Cost	\$ 80,485.00
	Field Labor	\$ 4,794.00
	Equipment Labor	\$ 9,889.68
	Rock Excavation	<u>\$ 31,881.58</u>
		\$127,050.26

To compensate labor and equipment cost for a required 11% increase in trench volume:

Base Cost:	\$127,050.26
11% Volume Increase	<u>X .11</u>
Reimbursable Labor & Equipment Cost	\$ 13,975.52

City cost obtained for 24 inch pipe and associated manholes	\$37,498.00
11% increase in installation cost:	<u>\$13,975.52</u>
Total reimbursement cost for upsizing:	\$51,473.52



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL ACCEPTING THE PROPOSAL OF D.H. PACE COMPANY, INC. D/B/A OVERHEAD DOOR COMPANY OF SPRINGFIELD PERTAINING TO OVERHEAD DOOR MAINTENANCE SERVICES FOR THE CITY OF BRANSON FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: PUBLIC WORKS

FIRST READING: MARCH 10, 2020

FINAL READING: MARCH 24, 2020

EXECUTIVE SUMMARY:

- One qualified bid was received January 8, 2020 for the annual overhead door maintenance and repair for City buildings and facilities.
- In addition to posting to DemandStar on the City’s website, bids were mailed to eight vendors from the Purchasing Department bidders list and advertised in the local newspaper.
- This contract for 2020 is a one-year annual contract and runs from the date of execution and approval by City Council through December 31, 2020 with an option to renew for up to three (3) additional successive one-year terms. The renewal contract will be presented to City Council for renewal each year.
- An estimate of \$16,750 was budgeted in various departmental operating budgets.
- Staff recommends award of the contract to D. H. Pace Company, Inc. d/b/a Overhead Door Company of Springfield in a not to exceed amount of \$16,750.

FINANCIAL IMPACT:

- No impact/Not applicable
- Budgeted in the current year’s budget
- Other (see additional explanation)

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: Governance

ATTACHED EXHIBITS:

BILL NO. 5799

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE PROPOSAL OF D.H. PACE COMPANY, INC. D/B/A OVERHEAD DOOR COMPANY OF SPRINGFIELD PERTAINING TO OVERHEAD DOOR MAINTENANCE SERVICES FOR THE CITY OF BRANSON FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson accepts the bid proposal of D. H. Pace Company, Inc. d/b/a Overhead Door Company of Springfield for the annual overhead door maintenance services for municipal buildings and facilities; and

WHEREAS, D. H. Pace Company, Inc. d/b/a Overhead Door Company of Springfield has been recommended for approval by the city staff; and

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

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

Section 1: The Board of Aldermen hereby accepts the proposal of D. H. Pace Company, Inc. d/b/a Overhead Door Company of Springfield pertaining to the annual overhead door maintenance services for municipal buildings and facilities, for a cost not to exceed \$16,750.00 in the form attached hereto as Exhibit "1".

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

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

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

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K. Westfall
City Clerk

Chris Lebeck #51831
City Attorney

Master Contract Number: _____

SERVICES CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 20____, by and between the City of Branson, Missouri (the "City") and **D. H. Pace Company, Inc. d/b/a Overhead Door Company of Springfield** ("Service Provider").

WITNESSETH:

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

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

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

1. **Scope Of Work.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities hereinafter set forth in **Exhibit A**.
2. **Addition to Work.** The City and the Service Provider may amend the scope of work set forth in **Exhibit A**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7B of this contract. Any amendments shall be in written form and prepared and approved by the appointed City Officials and countersigned by the Service Provider.
3. **Exchange of Data.** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.
4. **Payment for Labor and Materials.** The Service Provider agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Service Provider. All of the work required hereunder will be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.
5. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. **The term of the contract will be from a date beginning on the execution date of this contract to a date ending December 31, 2020, with the option to renew three (3) additional successive one-year terms unless Service Provider has notified the City at least ninety (90) days prior to the end of the then contract term or extensions thereto that the Service Provider will not renew the contract. Each additional year will require a contract and Board of Aldermen approval. The contract shall not bind,**

nor purport to bind, the City for any contract term beyond the original term of the contract.

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

7. **Payment.**

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

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Sixteen Thousand Seven Hundred Fifty Dollars (\$16,750.00)**, all of which is dependent upon budget appropriations.

8. **Termination of Contract.**

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

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

days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination, in the event of termination in the absence of breach.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Written evidence of the required insurance coverage must be submitted before or

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

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

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

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

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

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

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

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

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

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

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

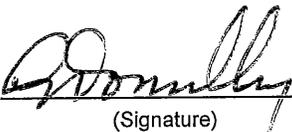
22. **Safety.** Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions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

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

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

SERVICE PROVIDER:

CITY OF BRANSON, MISSOURI

By:  2/20/2020
(Signature) Date

E. Edd Akers Date
Mayor

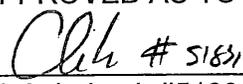
Name: George Donnelly
Vice President
Commercial General Manager

ATTEST:

Lisa K Westfall Date
City Clerk

Title: _____

Company Name: Overhead Door Company of Springfield
Address: 707 N. Grant Ave.
Springfield, MO 65802

APPROVED AS TO FORM:
 1/17/20
Chris Lebeck #51831 Date
City Attorney

Phone: 417-862-9339

E-Mail: _____

Tax ID: 43-1012574

Overhead Door Company
707 N. Grant
Springfield, MO 65802

SCOPE OF WORK

1. Purpose: Overhead Door Company agrees to provide overhead door maintenance/repair services for the period of January 1, 2020 through December 31, 2020. Specific jobs are not outlined herein.
2. Minimum Qualifications:
 - 2.1 Overhead Door Company will be, or employ, technician(s) with the ability to perform maintenance and repair as needed, on all electrical and mechanical components of multiple brands of overhead door and operator systems.
3. Locations:
 - 3.1 Overhead doors and operator systems are located in twelve locations within the City limits:

Location	Quantity	Door Size
Cooper Creek WD/SC	5	14' x 14'
Compton WWT		
Belt Building	1	10' x 8'
	1	24' x 10'
Truck Barn	2	12' x 14'
Grit Building	2	10' x 10'
Influent Screen	1	12' x 12'
Cooper Creek WWT		
Influent Building	1	14' x 12'
Truck Barn	2	12' x 14'
Belt Building	1	10' x 9'
	1	20' x 10'
Control Building	3	10' x 12'
	1	14' x 12'
Headworks Building	1	10' x 12'
	1	16' x 12'
RAS Building	1	10' x 12'
Meadows Plant		
Shop	1	12' x 10'8"
Chlorine Room	1	10' x 10'8"
Mower Room	1	8'8" x 10'
Pump Room	1	10'8" x 11'8"

Chemical Room	1	14' x 12'
Meadows Intake	1	12'7" x 16'
Landmark Tower	1	9'10" x 11'10"
Fire Station 1	4	12' x 13'
	2	12' x 12'
Fire Station 2	6	14' x 14'
Fire Station 3	6	14' x 14'
City Hall		
Sally Port	1	10' x 12'
Public Works		
Stockstill/Svc Center	2	8' x 10'
	4	12' x 16'
Rec-Plex	4	8' x 8'

- 3.2 Prices shall include all labor cost, insurance, overhead, profit, mobilization, travel time, mileage, and exclude taxes. Prices must be firm for the term of the contract.
- 3.3 Overhead Door Company shall provide a written, "not to exceed" estimate on all projects except on emergencies. This estimate shall include the estimated number of hours, hourly rate, number of types of employees required, estimated material cost and number of calendar days required to complete the work. Overhead Door Company shall respond to requests for estimates for non-emergency work within two (2) days and provide written estimates within five (5) days.
- 3.4 It shall be Overhead Door Company's responsibility to ensure they have all information to prepare accurate estimates. The City will evaluate the materials pricing and reserves the right to purchase the parts and materials separately if it is in the best interest of the City.
- 3.5 All labor and material repair estimates must be agreed upon by authorized City personnel before work begins.
- 3.6 It is the City's intent to get the best quality work at a competitive price. If, in the City's opinion, an estimate seems unreasonable, the City will inform Overhead Door Company. If an agreement on a competitive price cannot be reached, the City reserves the right to use another vendor to complete the work.
- 3.7 Overhead Door Company shall be available at all times to contact in case of emergency breakdowns or malfunctions and make arrangements with City personnel to evaluate and repair at the soonest time possible.
- 3.8 Regular work hours for this contract shall be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, excluding City recognized holidays. Work performed outside of these times shall be considered after hour's service and

shall be charged at a separate rate specified in the bid (see pricing page). After hours work is not normally required so they must be coordinated and approved by the Director or designee of the City Department for which the work is being performed.

3.9 Overhead Door Company shall properly dispose of all waste materials, including all replaced and removed parts, materials in a manner meeting all state and federal regulations. Overhead Door Company is responsible for all cost of disposal and any cleanup costs incurred due to improper use, handling, or disposal of parts and materials.

3.10 Overhead Door Company shall be responsible for development of a Preventive Maintenance Program to maintain the doors and openers in operational condition for various locations for various City departments (Parks Dept., Fire Dept., Utilities, and Public Works Dept.) The Preventive Maintenance Program shall include, but not be limited to the following:

Semi-annual inspection (spring & fall service) of overhead doors throughout city.

Doors

- a. Inspect Section Condition
- b. Inspect & Adjust Door Alignment
- c. Lubricate & Inspect Rollers & Bearings
- d. Adjust & Lubricate Springs
- e. Inspect Spring for Secure Mounting
- f. Inspect & Tighten Hinges & Hardware
- g. Inspect Cables for Wear or Damage
- h. Inspect Drums for Wear or Damage
- i. Inspect Locks for Proper Operation
- j. Inspect Weatherstrip for Wear or Damage
- k. Inspect Track Fasteners & Hangers
- l. Lubricate & Inspect Chain Hoist

4. Prices:

Parts:

4.1 All parts, maintenance items, etc. not provided by the City must be invoiced separately. Please refer to the pricing page. Actual cost may be used plus a percentage markup.

4.2 All parts and materials supplied by Overhead Door Company and used on City equipment shall be preapproved by the Project Manager. No parts, accessories, or supplies shall be used which might void the manufactures warranty.

4.3 Any part removed is City property and shall be returned or disposed of as directed by the Public Works/Engineering Department unless new parts prices are predicated upon an exchange basis.

5. Labor:

5.1 Prices quoted shall include all labor costs, insurance, overhead, profit, mobilization, travel time, mileage and exclude taxes. Prices quoted must be firm for the initial twelve month term of the contract.

5.2 Labor (regular and overtime), pertaining to repairs must be invoiced separately.

5.3 Labor must have a minimum warranty of 90 days.

6. Safety:

6.1 All contractors and subcontractors performing service for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State, County and City regulations and any other applicable rules and regulations. 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.

7. Invoicing:

7.1 The City agrees to pay Overhead Door Company in arrears according to the rates set forth on the pricing page. Payments will be paid by the City based upon an itemized statement of services furnished by Overhead Door Company and subject to approval by the requesting department that the contractor fully performed the work satisfactorily.

8. Subcontracting:

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

PRICING PAGE

Overhead Door Company provided pricing information as specified below to provide overhead door maintenance/repair services in accordance with the terms and conditions of the contract.

001.	Labor for maintenance during regular hours	\$ <u>87.50</u> / hr.
002.	Labor for maintenance emergency, after hours	\$ <u>137.00</u> / hr.
003.	Parts (cost plus markup)	\$ <u>30</u> %
004.	Cost for semi-annual preventive maintenance per location	\$ <u>63.50</u> ea.



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING THE RENEWAL OF THE CONTRACT WITH KIMBERLING CITY TIRE COMPANY, INC. PERTAINING TO TIRES, TUBES AND SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: PUBLIC WORKS DEPARTMENT

FIRST READING: MARCH 10, 2020

FINAL READING: MARCH 24, 2020

EXECUTIVE SUMMARY:

- Municipalities can obtain better and lower bids by utilizing the State of Missouri’s existing bidding process. By combining the purchasing power of the state along with many cities and counties, the vendors are able to supply the goods at a lower cost.
- The low bidder on the state contract for tires, tubes and services (MO Contract #CC191557003) was Goodyear Tire & Rubber Company and the local supplier is Kimberling City Tire Company, Inc. of Kimberling City, Missouri.
- The State of Missouri contract with Goodyear Tire & Rubber Company runs through March 31, 2024. This contract with Branson is a one-year annual contract. The bids range in price for each specific tire.
- An ordinance accepting the contract with Kimberling City Tire Company, Inc. was approved by City Council on July 9, 2019 for a not to exceed amount of \$65,000 for the dates of April 1, 2019 through March 31, 2020. This included an option to renew the contract for up to four (4) additional successive one-year terms.
- An estimate of \$65,000 was budgeted in the various departmental operating budgets for this purchase from April 1, 2020 through March 31, 2021.
- Staff recommends award to Kimberling City Tire Company, Inc. in the not to exceed amount of \$65,000 for the purchase of tires, tubes and services.

FINANCIAL IMPACT:

- No impact/Not applicable
- Budgeted in the current year’s budget
- Other (see additional explanation)

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: 4.2.1 Governance

ATTACHED EXHIBITS:

BILL NO. 5800

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RENEWAL OF THE CONTRACT WITH KIMBERLING CITY TIRE COMPANY, INC. PERTAINING TO TIRES, TUBES AND SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, in accordance with the State of Missouri's purchasing procedures, the City of Branson is allowed to utilize the state bids for purchasing municipal supplies equipment; and

WHEREAS, the City of Branson accepted the bid proposal of Goodyear Tire & Rubber Company with local supplier, Kimberling City Tire Company, Inc. under State contract #CC1915577003 on July 9, 2019; and

WHEREAS, upon accepting the proposal, the contract was executed for a term of one year, with the City's option to renew the contract for up to four (4) additional successive one-year terms; and.

WHEREAS, the City now desires to renew the contract with Kimberling City Tire Company, Inc. for the 1st renewal period from April 1, 2020 through March 31, 2021.

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

Section 1: The Board of Aldermen hereby approves the 1st renewal period (April 1, 2020 through March 31, 2021) of the contract with Kimberling City Tire Company, Inc. for tires, tubes and services for a total not to exceed amount of \$65,000.00 and authorizes the Mayor to execute the contract attached hereto as Exhibit "A".

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

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

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

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

Chris Lebeck #51831
City Attorney

**NOTICE OF CONTRACT RENEWAL
PURCHASE OF COMMODITIES CONTRACT**

THIS RENEWAL made and entered into this _____ day of _____, 20____, by and between the City of Branson, Missouri (the "City") and **Kimberling City Tire Company** ("Seller") for renewal period **One** from **April 1, 2020 to March 31, 2021**.

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

1. **Renewal.** The City desires to purchase and the Seller agrees to sell to the City certain commodities more particularly described 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 Seller under the terms of this contract exceed the sum of **Sixty Five Thousand Dollars (\$65,000.00)**, all of which is dependent upon budget appropriations.

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

SELLER:

CITY OF BRANSON, MISSOURI

By: Larry D Bauer Feb 11/20
(Signature) Date

E. Edd Akers Date
Mayor

Name: Larry D Bauer
(Printed Name)

Title: Pres.

ATTEST:

Lisa K Westfall Date
City Clerk

Company Name: Kimberling City Tire Co.

Address: 14824 State Hwy 13

Reeds Spring, MO 65737

Phone: 417-739-2484

APPROVED AS TO FORM:
Chris Lebeck #51831 2/11/20
Chris Lebeck #51831 Date
City Attorney

E-Mail: KGTire@larrystowing.com

Tax ID: 43-1844372

Master Contract Number: C2019-0192**PURCHASE OF COMMODITIES CONTRACT**

THIS AGREEMENT made and entered into this 9th day of July, 2019, by and between the City of Branson, Missouri (the "City") and **Kimberling City Tire Company** ("Seller").

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

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

The City and the Seller agree as follows:

1. **Item(s) and dates of Purchase.** The City agrees to purchase and the Seller agrees to sell the following item(s): **tires and tubes, from a date beginning on the execution date of this contract to a date ending March 31, 2020, with the option to renew the contract for up to four (4) additional successive one-year terms. Each additional year will require a contract and Board of Aldermen approval.**
2. **Quantities to be Purchased and Purchase Price.**
 - a. The City agrees to purchase and the Seller agrees to sell the following quantities/amounts for the purchase price(s) listed: **See Exhibit B.**
 - b. The City assumes no obligations for articles or materials shipped in excess in the quantity ordered. Any unauthorized quantity is subject to the City's rejection and may be returned at the Seller's expense.
 - c. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Seller under the terms of this contract exceed the sum of **Sixty Five Thousand Dollars (\$65,000.00), all of which is dependent upon budget appropriations.**
3. **Delivery and Shipment.**
 - a. The Seller is responsible for the costs of shipment.
 - b. Time is of the essence with respect to each shipment.
 - c. If deliveries are not made **upon demand**, the City reserves the right to cancel this contract, purchase the commodities elsewhere, and hold the Seller liable for any re-procurement costs.

- d. Deliveries are to be made to: **625 Stockstill Lane, Branson, MO 65616.**
- 4. Invoices.** An original and three copies of the invoice shall be submitted by the Seller to the City, showing the purchase order number or contract number and containing a full description of the commodities furnished.
- 5. Inspection and Acceptance.**
- a. No goods received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect said goods.
 - b. All goods discovered to be defective (at any time) or which do not conform to any bid specifications or to any warranty of the Seller may be returned at the Seller's expense for full refund or replacement.
 - c. The City's right to return defective and/or non-conforming goods does not bar any other legal, equitable or contractual remedies the City may have against the Seller.
- 6. Warranty.**
- a. Seller expressly warrants that all articles, materials and work covered by this contract conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the City and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect.
 - b. Such warranty shall not be deemed waived either by reason of the City's acceptance of said material or goods or by payment for them.
 - c. Any implied warranties are not altered by this written contract.
 - d. Additional terms: N/A.
- 7. Patents.** Seller guarantees that the sale or use of the articles described herein will not infringe upon any U.S. or foreign patent and Seller covenants that he will, at his own expense, defend every suit which may be brought against the City, or those selling or using City's product for any alleged infringement of any patent by reason of the sale or use of such articles and Seller agrees that he will pay all costs, damages and profits recoverable in any such suit.
- 8. Bankruptcy or Insolvency.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Seller, or in the event of breach of any of the terms hereof including in the warranties of the Seller, City may cancel this contract or affirm the contract and hold Seller responsible in damages.
- 9. Compliance with Applicable Laws.** The Seller warrants it has complied with all Applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the manufacture or sale of the items

covered by this contract, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended.

- 10. Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Seller covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work to be performed under this contract. The Seller further covenants that in the performance of this contract no person having such interest shall be employed.
- 11. Interpretation of Contract and Assignments.** The contract shall be construed according to the laws of the State of Missouri. Seller hereunder may not assign the contract, or any rights, obligations or duties without City's written consent or any attempted assignment without such consent shall be void.
- 12. Termination of Contract.** The City reserves the right to terminate the contract at any Time if any of the provisions of the contract are violated by the Seller, in the sole judgment and discretion of The City. In the event of such termination, the Seller shall be liable for any excess costs incurred by the City. If the contract is terminated, the City may purchase upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to the good identified in this contract; the Seller will be liable for any excess costs occasioned thereby.
- 13. Non-discrimination in Employment.** In connection with the furnishing of supplies or performances or work under this contract, the Seller agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder. The Seller agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Seller or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.
- 14. Provisions by Law Deemed Inserted.** Each and every provision of the law and clauses required by law to be inserted in this contract will be deemed to be inserted herein and will be read and enforced as though it were included herein, and if through mistake, or otherwise any such provision is not inserted, then upon the application of either party the contract will be physically amended to make such insertion or correction.
- 15. Tax-Exempt.** The City of Branson is exempt from Sales Tax and Federal Excise Tax.
- 16. Jurisdiction.** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

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

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

SELLER:

By: *Larry D Bauer* 6/6/19
(Signature) Date

Name: Larry D Bauer
(Printed Name)

Title: Pres

Company Name: Kimberling City Tire Co

Address: 14824 B Hwy 13
Roads Spring Mo 65737

Phone: 417 739-2484

E-Mail: ktino@larrystowing.com

Tax ID: 43-1844372

CITY OF BRANSON, MISSOURI

E Edd Akers 7/9/19
E. Edd Akers Date
Mayor

ATTEST:
Lisa K Westfall 7/9/19
Lisa K Westfall Date
City Clerk

APPROVED AS TO FORM:
Chris Lebeck #51831 6/4/19
Chris Lebeck #51831 Date
City Attorney



Kimberling City Tire Co.
14824 State Hwy 13
Reeds Spring, MO 65737

SCOPE OF WORK

1. Purpose: Kimberling City Tire agrees to provide various types of tires and tubes through contracts awarded to serve State of Missouri agencies, political subdivisions or governmental entities specified by the State of Missouri. The contracts are piggyback contracts off of current NASPO ValuePoint contracts.
2. Pricing: Pricing is provided in accordance with the applicable percentage discounts off of current list prices found in the specific tire manufacturer catalogs. The chart herein provides the percentage discount for each of the available tire and tube categories. Column one provides current contract period net prices for all tires available from Bridgestone America Tire Operation (CC191557001). Column two provides current contract period net prices for all tires available from The Goodyear Tire & Rubber Company (CC191557003).
3. Delivery: The contracts allow for agencies to order and pick-up tires at dealerships participating in the contract.

PRICING PAGE

TIRES and TUBES
STATEWIDE NOTICE

The State of Missouri Tire Contract Percentage Discount Off List Pricing:

	CC191557001 Bridgestone Americas	CC191557003 The Goodyear Tire & Rubber Company
Pursuit and Performance Tires	57%	52.5%
Automobile/Passenger Vehicles	41%	48%
Light Duty Trucks (Radial)	37%	48%
Medium Commercial/Heavy Duty Trucks/Buses	46%	60%
Off Road (Radial)	37%	30%
Off Road (Bias)	37%	30%
Agricultural/Farm	23%	Not Available
Industrial	23%	Not Available



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING THE AMENDMENT TO THE 2020 LIFE AND AD&D INSURANCE PREMIUMS FROM ANTHEM LIFE INSURANCE COMPANY AND ALLOWING ELECTED OFFICIALS TO SIGN UP FOR BASIC LIFE INSURANCE FOR THE CITY OF BRANSON AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: HUMAN RESOURCES DEPARTMENT

FIRST READING: MARCH 10, 2020

FINAL READING: MARCH 24, 2020

EXECUTIVE SUMMARY:

- The cost for employee life insurance remained flat compared to 2019 prices: 15¢ per \$1,000 salary; and this coverage will have a death benefit of the nearest \$1,000 mark above the employee’s salary. For example, an employee earning \$36,292 would have a death benefit of \$37,000. There is a \$100,000 limit per employee on this coverage.
- The Accidental Death and Dismemberment (AD&D) coverage costs remained flat from 2019 with a rate of 2¢ per \$1,000 of coverage.
- This Amendment will allow Elected Officials to sign up for Basic Life Insurance to put the City back in line with the City Ordinance that states the City will provide the same Medical, Dental, Vision, and Life benefits that are provided to Full Time City employees.
- This Amendment reinstates the \$25,000 minimum life insurance coverage to the City policy that it had in previous years and that was removed without notification to current staff.
- Based on City code, the Mayor and Board of Aldermen are entitled to participate in this benefit. However, this benefit will be available only to new Board Members or current Board Members following their re-election.

FINANCIAL IMPACT:

- No impact/Not applicable
- Budgeted in the current year’s budget
- Other (see additional explanation)

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: COMMUNITY: 4.1.3: Continue to promote health and wellness to employees and the community.

ATTACHED EXHIBITS:

BILL NO. 5801

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE AMENDMENT TO THE 2020 LIFE AND AD&D INSURANCE PREMIUMS FROM ANTHEM LIFE INSURANCE COMPANY AND ALLOWING ELECTED OFFICIALS TO SIGN UP FOR BASIC LIFE INSURANCE FOR THE CITY OF BRANSON AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, a contract is necessary to provide employees an immediate increase in group life insurance with a \$25,000 minimum death benefit, and accidental death and dismemberment (AD&D) insurance coverage based upon a cost per \$1,000 of each employee's salary; and

WHEREAS, the Board of Aldermen desires to amend the current Anthem Life and AD&D insurance benefits; and

WHEREAS, the benefits provided by this amendment shall go into effect for the Mayor and the members of the Board of Aldermen who approve this amendment on the first day of May following their next election, but will go into effect May 1, 2020 for those re-elected and newly elected in April 2020.

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

Section 1: The Board of Aldermen hereby approves the amendment to ANTHEM LIFE INSURANCE COMPANY for LIFE AND AD&D INSURANCE COVERAGE FOR FULL-TIME EMPLOYEES OF THE CITY OF BRANSON in the amount of \$0.15 per \$1,000 for Basic Life, with a \$25,000.00 minimum death benefit, and \$0.020 per \$1,000 for Basic AD&D, and authorizes the Mayor to execute the contract in substantially the form attached as Exhibit "A."

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

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

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

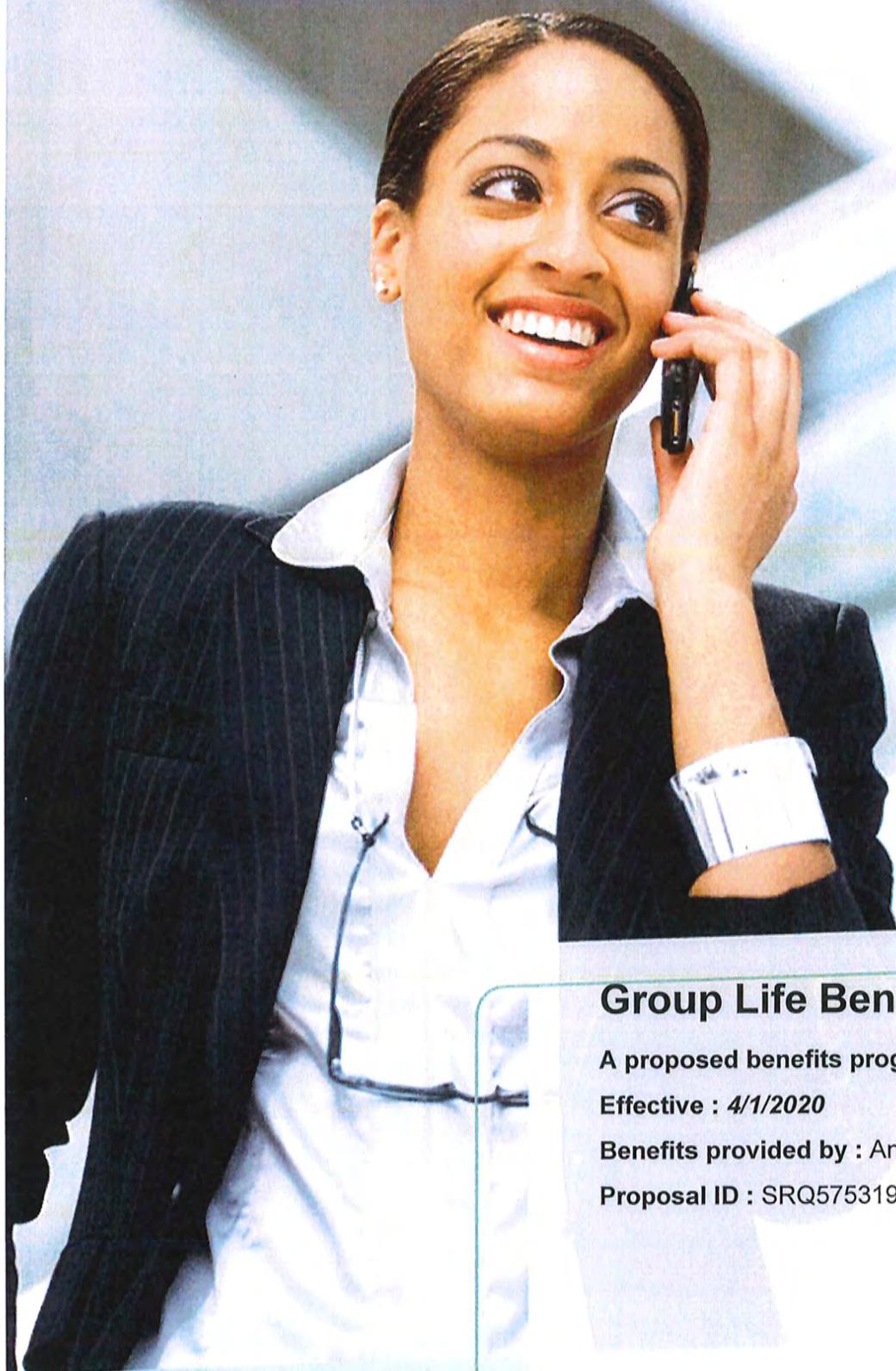
E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

Chris Lebeck #51831
City Attorney



Group Life Benefits

A proposed benefits program for : City of Branson

Effective : 4/1/2020

Benefits provided by : Anthem Life Insurance Company

Proposal ID : SRQ5753192_1_1

Group Name: City of Branson Proposal ID: 5753192_1_1

Rate and Premium Summary

Basic Coverage	Number of Lives	Monthly Rate	Volume	Monthly Premium
Basic Group Term Life	274	\$0.150 per \$1000	\$12,826,650.00	\$1,923.99
AD&D	274	\$0.020 per \$1000	\$12,826,650.00	\$256.53
Total Monthly Group Premium				\$2,180.52
Total Annual Group Premium				\$26,166.24

Contact your Anthem Life representative today to discuss the features of this proposal and hear more about Anthem Life's valuable programs.

Group Name: City of Branson Proposal ID: 5753192_1_1

Plan Design

Basic Group Term Life, Accidental Death and Dismemberment

Class 1: All Other Eligible Employees

Class 2: All Eligible Elected Officials

Eligibility: All Eligible Employees Working 30 Hours Per Week

Earnings Definition: Base Salary

Benefit Schedule

Feature	Description
Basic Life benefits	
Basic life benefit	Class 1: 1 times annual earnings with \$25,000 minimum Class 2: Flat \$25,000
Maximum benefit	Class 1: \$100,000 Class 2: \$25,000
Guaranteed issue limit	Class 1: \$100,000 Class 2: \$25,000
Living benefit (accelerated death benefit)	75% up to \$250,000
Waiver of premium	Premiums can be waived for employees who become totally disabled before age 60, after the 180 day elimination period. Coverage terminates at age 65 or retirement, whichever is earlier.
Conversion	Included
Portability	Not Included
Age reductions	Benefit reduces by 35% at age 65; 50% at age 70. All coverage terminates at retirement.
Rounding (salary based benefits)	Benefits are rounded up to the next \$1000
Employee contribution	Non-contributory
Participation requirement	100% of eligible employees must be enrolled for coverage
Accidental Death and Dismemberment benefits	
AD&D benefit	Same as basic life
Guaranteed issue limit	All amounts are guaranteed issue
Age reductions	Same as basic life
Rounding (salary based benefits)	Same as basic life
Table of losses	Standard table included
Airbag benefit	10% of AD&D benefit, up to \$10,000 maximum
Seatbelt benefit	10% of AD&D benefit, up to \$15,000 maximum
Repatriation benefit	Up to \$5,000 for transportation and related expenses
Child education benefit	5% of AD&D benefit per year for each child's post-secondary education expenses; annual maximum of \$5,000 or actual expense. \$40,000 combined maximum for all children.
Coma benefit	1% of AD&D benefit for each full month of coma, up to 8 years
Common carrier benefit	25% of AD&D benefit

Group Name: City of Branson Proposal ID: 5753192_1_1

General Provisions	
Resource Advisor	Included
Travel Assistance	Included
Rate guarantee	<i>Rates in this Proposal are guaranteed for 8 months</i>

Group Name: City of Branson Proposal ID: 5753192_1_1

Proposal Assumptions

The rates are guaranteed from the effective date on this proposal for the number of months stated in the Rate Guarantee. A fully insured funding arrangement has been quoted.

If the census of enrolled employees changes by more than 10% from the census used for this proposal, we reserve the right to revise the rates based on the final enrolled census.

Groups must be in business for at least 1 year to be eligible for Disability benefits; no restriction for Life benefits.

This proposal assumes self-administration.

SIC Code assumed for this proposal: 9111

Broker Commission is: State Based Scale.

The master policy will be issued and will reflect the laws and requirements of MO. Product features and provisions of this proposal can vary based on state requirements.

Proposal issued on: 02/07/2020. This proposal expires 90 days from the date quoted or the proposed effective date, whichever is later.

Contract Amendment #00126979

Employees whose wages are reported on Form 1099 in lieu of Form W-2 are not eligible for coverage.

Employees must be actively at work, at least 15 years of age and working in the United States, in order to become insured. Employees not actively at work on their effective date will become eligible for insurance after completing the waiting period specified in the policy unless otherwise noted on the schedule of benefits.

We generally will consider a "no-loss/no-gain" basis of insurance for employees who are not actively at work:

- This means that no employees will lose or gain coverage solely as a result of the change in carriers.
- Employees who are not actively at work due to disability, injury or illness remain the liability of the prior carrier.
- All others not actively at work on the effective date may be covered under this policy, provided the required premium is paid and they were covered by the prior carrier's policy up to the effective date of our policy.
- In order to consider "no-loss/no-gain" coverage, we require information on all employees who are non-actives immediately prior to the effective date of this policy. This listing must include: names, birthdates, benefit amounts, last date worked, reason for not working, and the expected return to work date. We will review this information for our determination of liability and rate review.

This Proposal is not the Contract. This proposal provides coverage highlights only, and does not modify, expand or interpret any provisions of the policy. Unless otherwise stated, this proposal and subsequent policy will be issued using Anthem Life Insurance Company's standard policy wording. The policy to be issued will contain complete details of benefits, policy provisions, limitations, etc. A specimen copy is available upon request. In case of a conflict between the proposal and policy, the terms of the policy will govern.

Group Name: City of Branson Proposal ID: 5753192_1_1

Timely enrollment is required for new employees. Employees hired after the effective date of the plan will become eligible for insurance after completing the waiting period specified in the policy.

If employees do not enroll in any contributory program within 31 days of first becoming eligible, they will be required to furnish evidence of insurability at their own expense.

COST ASSUMPTIONS:

The rates included in this proposal are based on the plan design as specified herein and on the Proposal Assumption page. We reserve the right to modify the quoted costs as deemed appropriate by Anthem Life Insurance Company if the plan design is modified or any of these assumptions are incorrect. The proposal and rates appearing in this Proposal are based upon the data submitted and its accuracy. The actual rates charged will be based upon the ages, amounts and experience data of the persons insured. The above rates assume that coverage will be provided on a non-participating (i.e. non-retention) basis.

Not all benefits are available in all states; benefits and features may vary by state. The benefit descriptions contained in this Proposal are intended to be a brief outline of coverage and are not intended to be a legal contract. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

I acknowledge these benefits have been selected for employees and eligible dependents, if applicable. Benefits are subject to the terms and conditions of this proposal and the application to which it is attached. Commissions are paid at the rate set forth above.

Authorized Employer Signature

Title

Date

John E. Allen
Broker Signature

2/12/20
Date

Jimma Akuma
Anthem Representative

Account Manager
Title

2-12-2020
Date

APPROVED AS TO FORM:

Cliff # 51831 2/12/20

City Attorney

Group Name: City of Branson Proposal ID: 5753192_1_1

Benefit Highlights

Group Basic Life & Accidental Death and Dismemberment Benefit Highlights

All benefits are subject to all provisions, exclusions and limitations of the Policy and Certificate.

Living benefit (accelerated death benefit) Employees can ask for up to 75% of their life benefit to be paid while living if they are terminally ill with less than 12 months to live.

Basic accidental death and dismemberment (AD&D) insurance pays a benefit to the beneficiary if death is caused by an accident. Also pays part of the benefit if an accident results in the loss of sight, a limb, certain fingers or toes, speech, hearing, or paralysis. AD&D coverage includes extra benefits that also pay for certain losses:

- *Seat Belt Benefit* pays an extra 10% of the benefit amount up to \$15,000 if employees die in an auto accident while wearing a seatbelt.
- *Air Bag Benefit* pays an extra 10% of the AD&D benefit amount up to \$10,000 if employees die in an auto accident while wearing a seatbelt in a car that has an airbag.
- *Child Education Benefit* helps pay eligible child's college costs if an employee dies in an accident; up to 5% of the AD&D benefit per year for each child's post-secondary education, up to an annual maximum of \$5,000 or actual expense. There is a maximum combined benefit of \$40,000 for all eligible children.
- *Repatriation Benefit* helps pay costs, up to \$5,000, to prepare and transport the body if an employee dies in an accident more than 75 miles from home.
- *Common Carrier Benefit* pays up to 25% of the AD&D benefit if an employee dies in a public transportation accident.
- *Coma Benefit* pays up to 1% of the AD&D benefit for each full month in a coma up to 8 years, if an employee is in a coma due to an accident.

Guaranteed issue limit is the amount of life coverage an employee can choose without submitting evidence of insurability (medical information that must be reviewed and approved).

If an employee elects a coverage amount greater than the guaranteed issue limit, he or she must give satisfactory health evidence to us and we must approve it before the amount of coverage over the guaranteed issue limit will become effective.

This applies:

- When the employee first becomes covered;
- When the employee's class changes;
- If the insurance amount is changed by an amendment or endorsement to the group policy.

When we approve the evidence and the employee meets the actively-at-work requirement, the amount of employee life insurance will be increased on the first of the following month.

Continuation - Employees can keep their life insurance in place if they leave or lose their job, by converting the life coverage to an individual life policy and paying the premiums directly to us.

Group Name: City of Branson Proposal ID: 5753192_1_1

Value Added Services

Extras your employees and their families can use today - and tomorrow

Resource Advisor

Support for employees, family members and beneficiaries at no additional cost to them:

- 24/7 access to telephone counseling services for employees and their families.
- Employees can receive unlimited legal and financial consultations.
- Employees can receive up to 3 face-to-face counseling sessions.
- Identity theft victim recovery services for employees and their families.
- Online resources for employees and their families on work/life topics like: daycare finder, child development, elder care resources, wellness and mental health topics, will preparation and legal library.
- Beneficiary support programs including:
 - Beneficiaries continue to have access to Resource Advisor services, including online access and 24/7 telephone counseling, plus they get three face-to-face visits with a counselor in the first six months after their loss.
 - Beneficiary Companion services help them close accounts and settle important estate matters with one phone call. That way, they can focus on healing.
 - Beneficiaries can order copies of *The Healing Book - Facing the Death - and Celebrating the Life - of Someone You Love* for children affected by the loss. This book can really help children at a time when they need it most - and there's no charge for it.
 - Beneficiaries can choose to have their life insurance benefits paid through our Access Advantage account. That way the funds can be used right away or when they are needed. Access Advantage accounts earn interest, so important investment decisions can be made later, at a less stressful time.

Travel Assistance provides members support while traveling, including: emergency medical services, language assistance, legal assistance and much more. Travel services and pre-departure services are also included.

D&L Underwriter: B.T.

Life and Disability products underwritten by Anthem Life Insurance Company, an independent licensee of the Blue Cross and Blue Shield Association. ®ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING THE FIRST AMENDED CONTRACT WITH SENTINEL EMERGENCY SOLUTIONS PERTAINING TO THE PURCHASE OF SELF-CONTAINED BREATHING APPARATUS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: FIRE DEPARTMENT

FIRST READING: MARCH 10, 2020

FINAL READING: MARCH 24, 2020

EXECUTIVE SUMMARY:

- The fire department entered in to an agreement for the purchase 44 replacement Self-Contained Breathing Apparatus (SCBA) units including harness, tank, spare tank, and mask for respiratory protection used while operating in Immediately Dangerous to Life or Heath (IDLH) environments including various forms of working fires and hazardous materials incidents.
- 95% of the funding for this project is being provided through a FEMA Fire Act Grant and 5% from the City for a total grant award of \$330,600.00. The purchase price of for the original request came in under the budgeted amount of the grant.
- The fire department requests to use the remaining funds allocated through the grant to purchase three (3) Rapid Intervention Team (RIT) Systems and Deployment Bags for use in rescue operations of trapped firefighters or other victims in IDLH environments. This request has been approved by the FEMA grant administrators.
- The RIT Systems are compliant with the SCBA units on order and the contract amendment will be within the original grant award. The additional request is for \$13,301.85 of which the grant will pay 95% and the City will pay 5% - approximately \$665.00.
- Staff recommends accepting the proposal from Sentinel Emergency Solutions, who represents MSA for this territory, for the purchase of three (3) RIT Systems, Cylinders and Deployment Bags. These items have been added to the pricing page of the existing contract.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

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

ATTACHED EXHIBITS:

BILL NO. 5802

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE FIRST AMENDED CONTRACT WITH SENTINEL EMERGENCY SOLUTIONS PERTAINING TO THE PURCHASE OF SELF-CONTAINED BREATHING APPARATUS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, in December 2019, the Board of Aldermen awarded a contract to Sentinel Emergency Solutions for the purchase of Self-Contained Breathing Apparatus (SCBA) equipment including the harness system, air tanks, and masks,

WHEREAS, the City of Branson desires to amend the contract to add items to the pricing page including three (3) Rapid Intervention Team (RIT) Systems, Cylinders, and Deployment Bags; and

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

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

Section 1: The Board of Aldermen hereby approves the First Amended Contract with Sentinel Emergency Solutions pertaining to the purchase of Self-Contained Breathing Apparatus for SCBA Equipment in an amount not to exceed \$330,600.00 and authorizes the Mayor to execute the contract in the form attached hereto as Exhibit "1".

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

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

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

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

Chris Lebeck #51831
City Attorney

Sub-Contract Number: _____

1ST AMENDED PURCHASE OF COMMODITIES CONTRACT

THIS 1st AMENDED AGREEMENT made and entered into this _____ day of _____, 20____, by and between the City of Branson, Missouri (the "City") and **Sentinel Emergency Solutions** ("Seller") and supersedes the previous purchase of commodities contract approved by the City of Branson on December 10, 2019.

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

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

WHEREAS, the City of Branson previously entered into an agreement purchase self-contained breathing apparatus and pricing came in under the original amount requested;

WHEREAS, the monies for this contract were from a FEMA Fire Act grant and the Fire Act grant administration has approved the use of leftover funds for Rapid Intervention Team (RIT) Systems, RIT Cylinders and Deployment Bags that are designed for the self-contained breathing apparatus.

The City and the Seller agree as follows:

1. **Item(s) and dates of Purchase.** The City agrees to purchase and the Seller agrees to sell the following item(s): **self contained breathing apparatus, from a date beginning on the execution date of this contract to a date ending June 30, 2020.**
2. **Quantities to be Purchased and Purchase Price.**
 - a. The City agrees to purchase and the Seller agrees to sell the following quantities/amounts for the purchase price(s) listed: **See Exhibit B.**
 - b. The City assumes no obligations for articles or materials shipped in excess in the quantity ordered. Any unauthorized quantity is subject to the City's rejection and may be returned at the Seller's expense.
 - c. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Seller under the terms of this contract exceed the sum of **Three Hundred Thirty Thousand Six Hundred Dollars (\$330,600.00), all of which is dependent upon budget appropriations.**
3. **Delivery and Shipment.**
 - a. The Seller is responsible for the costs of shipment.
 - b. Time is of the essence with respect to each shipment.

- c. If deliveries are not made **upon demand**, the City reserves the right to cancel this contract, purchase the commodities elsewhere, and hold the Seller liable for any re-procurement costs.
 - d. Deliveries are to be made to: **Fire Station 1, 110 Crosby Street, Branson, Missouri 65616.**
- 4. Invoices.** An original and three copies of the invoice shall be submitted by the Seller to the City, showing the purchase order number or contract number and containing a full description of the commodities furnished.
- 5. Inspection and Acceptance.**
- a. No goods received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect said goods.
 - b. All goods discovered to be defective (at any time) or which do not conform to any bid specifications or to any warranty of the Seller may be returned at the Seller's expense for full refund or replacement.
 - c. The City's right to return defective and/or non-conforming goods does not bar any other legal, equitable or contractual remedies the City may have against the Seller.
- 6. Warranty.**
- a. Seller expressly warrants that all articles, materials and work covered by this contract conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the City and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect.
 - b. Such warranty shall not be deemed waived either by reason of the City's acceptance of said material or goods or by payment for them.
 - c. Any implied warranties are not altered by this written contract.
 - d. Additional terms: N/A.
- 7. Patents.** Seller guarantees that the sale or use of the articles described herein will not infringe upon any U.S. or foreign patent and Seller covenants that he will, at his own expense, defend every suit which may be brought against the City, or those selling or using City's product for any alleged infringement of any patent by reason of the sale or use of such articles and Seller agrees that he will pay all costs, damages and profits recoverable in any such suit.
- 8. Bankruptcy or Insolvency.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Seller, or in the

event of breach of any of the terms hereof including in the warranties of the Seller, City may cancel this contract or affirm the contract and hold Seller responsible in damages.

- 9. Compliance with Applicable Laws.** The Seller warrants it has complied with all Applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the manufacture or sale of the items covered by this contract, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended.
- 10. Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Seller covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work to be performed under this contract. The Seller further covenants that in the performance of this contract no person having such interest shall be employed.
- 11. Interpretation of Contract and Assignments.** The contract shall be construed according to the laws of the State of Missouri. Seller hereunder may not assign the contract, or any rights, obligations or duties without City's written consent or any attempted assignment without such consent shall be void.
- 12. Termination of Contract.** The City reserves the right to terminate the contract at any Time if any of the provisions of the contract are violated by the Seller, in the sole judgment and discretion of The City. In the event of such termination, the Seller shall be liable for any excess costs incurred by the City. If the contract is terminated, the City may purchase upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to the good identified in this contract; the Seller will be liable for any excess costs occasioned thereby.
- 13. Non-discrimination in Employment.** In connection with the furnishing of supplies or performances or work under this contract, the Seller agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder. The Seller agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Seller or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.
- 14. Provisions by Law Deemed Inserted.** Each and every provision of the law and clauses required by law to be inserted in this contract will be deemed to be inserted herein and will be read and enforced as though it were included herein, and if through mistake, or otherwise any such provision is not inserted, then upon the application of either party the contract will be physically amended to make such insertion or correction.
- 15. Tax-Exempt.** The City of Branson is exempt from Sales Tax and Federal Excise Tax.

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

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

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

SELLER:

CITY OF BRANSON, MISSOURI

By: [Signature] 2/12/20
(Signature) Date

E. Edd Akers Date
Mayor

Name: David J. Ureurch
(Printed Name)

ATTEST:

Lisa K Westfall Date
City Clerk

Title: Sales

Company Name: Sentinel Emergency Solutions

Address: _____

23 Grandview Park dr.
Arnold mo 63010
Phone: _____

APPROVED AS TO FORM:
[Signature] #51831 2/14/20
Chris Lebeck #51831 Date
City Attorney

E-Mail: David.Ureurch@SentinelEs.com

Tax ID: 20-2250014

Sentinel Emergency Solutions
23 Grandview Park
Arnold, MO 63010

SCOPE OF WORK

Purpose: Sentinel Emergency Solutions agrees to furnish up to forty four (44) new self-contained breathing apparatus to be used at the City's Fire Department, as specified in the following general requirements.

1. General Requirements:

All equipment bid shall be equal to or exceed the following minimum specifications.

- 1.1 44 – 4500 PSI 45 minute Self Contained Breathing Apparatus (SCBA) complete with harness assembly, 45--push to connect or quarter turn mechanism face piece with fleece lined storage bag, low profile air cylinder with Quick Connect cylinder connection, CBRN compliant regulator, voice amplifier, a shoulder mount UAC connection is required (if available) with connection hoses. A trans fill connection must be provided with associated hoses and PASS device.
- 1.2 44 – Additional 4500 PSI 45-minute carbon fiber air cylinders with Quick Connect connection.
- 1.3 General: All components of the SCBA must comply with NFPA 1981/1982, 2013 & 2018 edition.
- 1.4 Carbon Fiber Cylinders: The carbon fiber cylinders shall be built around DOT specifications and have a working pressure of 4500 psig and a 45 minute duration. Air cylinders will have the department logo and be numbered from 001-088 for tracking purposes. Cylinder shall have a standard CGA thread with a Quick Connect adapter that screws on the CGA threads. Air cylinders received that are more than ninety (90) days beyond their manufacture date will not be accepted.
- 1.5 Frame and Harness: The frame and harness must be the manufacturer's most ergonomic assembly and able to accommodate a 4500 psi, 45 minute cylinder. Waist pad shall be an adjustable swivel with a standard pad attached to a metal bracket that has three positions and automatically centers. A drag loop or drag handles shall be supplied to remove a downed firefighter. All items listed in NFPA 1981, such as the Heads Up

Display (HUD), air pressure gauges, low air warning system, storage clip for hanging face piece, etc. shall be included on the SCBA harness.

- 1.6 RIT Connection: All SCBA's shall be equipped with an RIC UAC male fitting to allow replenishment of breathing air to the SCBA breathing air cylinder. This fitting shall be located near the cylinder valve, connection shall allow for trans-filling (donation and receipt of air). Trans fill hoses with quick connection adapters shall be provided. In addition, the SCBA shall be equipped with a secondary means of supplying air to a downed firefighter. (Shoulder UAC)
- 1.7 Integrated PASS Device: Each SCBA shall come equipped with an integrated PASS device that will notify rescuers and other firefighters both audibly and visually in the event of a firefighter in distress. The alarm will automatically activate if the firefighter is motionless for 20 seconds or can be manually activated from the control module located at the shoulder. The integrated PASS device must comply with NFPA 1982 Standard, 2013 & 2018 Edition.
- 1.8 Battery Module: The battery module shall be supplied by one lithium-ion rechargeable battery. Sentinel Emergency Solutions shall also provide 18 extra lithium-ion rechargeable batteries. Sentinel Emergency Solutions must also supply 3 – 6 bay bank chargers.
- 1.9 Face piece: The manufacturer shall be able to supply 45 NFPA compliant Hycar rubber face pieces in a variety of sizes as determined by a fit test. Each face piece shall have a fabric, 5 point Kevlar adjustable harness. The face piece shall be able to be used as an APR (Air Purifying Respirator). Face piece shall have a nose cup comprised of silicone rubber and available in three sizes. Face piece shall not contain any electronic components and shall be capable of water submersion for cleaning.
- 1.10 Mask-Mounted Regulator: Push to connect or quarter turn locking mechanism with various flow bypass.
- 1.11 Voice Amplifier: The SCBA shall have a means of providing clear communication such as a voice amplifier. The requirement can be met by being mask mounted or harness mounted. Voice amplifier shall provide amplified speech that removes inhalation breath and similar background noise. Amplifier module shall be easily attached and removed without special tools. Amplifier module shall have an on/off button to allow user to manually power off as needed.
- 1.12 Function Testing SCBA's: Before delivering the SCBA, a function test shall be performed on each SCBA. This shall be a complete function test; not just a flow test. A copy of the computer-generated report shall be provided with each unit to verify the units are in optimum functioning condition prior to their delivery.
- 1.13 Fit Testing: All personnel will have a quantitative fit test completed to determine properly sized mask. A computer generated report shall be provided for each person tested.

1.14 Warranties: Please list all warranties for your product. Please include the main SCBA, electronics, pressure reducer, face piece, cylinder, etc.

1.15 Additional Requirements:

- Sentinel Emergency Solutions shall be an authorized sales and service center for the product bid.
- Sentinel Emergency Solutions shall provide basic operation training classes to all firefighting members of the Branson Fire Department at our Fire Department Training Center. This shall be completed on three consecutive dates providing the same training class on each day. An explanation of how this training will be done shall be included in the bid.
- Sentinel Emergency Solutions shall provide a Level I maintenance training class to at least 3 fire department personnel.
- Labeling: Cylinder identification band with department logo must be provided by Sentinel Emergency Solutions. The identification number/logo band must be provided under the Gelcoat.
- All SCBA's and related equipment shall be delivered with batteries installed and cylinders filled.
- Sentinel Emergency Solutions shall include product specifications for all items within this bid request to allow for adequate comparisons of various manufacturers.
- All SCBAs and components shall be delivered to Branson Fire Department.
- ANY additional options; escape harness, communication devices, tracker systems, telemetry, RIT packs, spectacle kits for face pieces, APR cartridges, etc. should be listed. Please provide an itemized cost for any available options.
- The quoted price for any purchased items will be considered good for sixty (60) days following the bid award date.

Failure to include any of this requested information is grounds to have the bid disqualified.

2. Price to include delivery to Branson, MO.
3. The City reserves the right to inspect the equipment prior to purchase.

PRICING PAGE

Sentinel Emergency Solutions provided pricing information as specified below to provide new self-contained breathing apparatus as specified in accordance with the terms and conditions of the contract.

Item	Description	Price
001.	(44) 4500 PSI 45 minute Self Contained Breathing Apparatus (SCBA) complete with harness assembly	\$5,998.63 ea.
002.	(45) push to connect or quarter turn mechanism face piece with fleecelined storage bag	\$ 269.87 ea.
003.	(44) Additional 4500 PSI 45 minute carbon fiber air cylinders with quick connect connection	\$ 816.18 ea.
004.	(18) Additional lithium-ion rechargeable batteries	\$ 222.70 ea.
005.	(3) 6 bay bank chargers	\$ 431.25 ea.
006.	(45) NFPA compliant Hycar rubber face pieces	\$ 235.15 ea.
007.	(3) Rapid Intervention Team (RIT) Systems	\$3,066.13 ea.
008.	(3) Cylinder Assembly G1 SCBA, 4,500 minute bottle	\$1,129.80 ea.
009.	(3) True North L3 Light-Speed RIT Bag – Red	\$ 238.02 ea.

Please state brand and model offered.

MSA G1 SCBA

STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING THE ANNEXATION OF THE PROPERTY LOCATED AT 3855 FALL CREEK ROAD, BRANSON, MISSOURI.

INITIATED BY: PLANNING & DEVELOPMENT DEPARTMENT

FIRST READING: FEBRUARY 11, 2020

FINAL READING: MARCH 19, 2020

EXECUTIVE SUMMARY:

- A petition for annexation from Dan Ruda on behalf of Fountains on Fall Creek, LLC for this property was formally presented to the Board of Aldermen on January 28, 2020.
- This is the Public Hearing concerning this request in addition to its first reading. The date set for this hearing is in accordance with the RSMo requirement of no less than 14 days and not more than 60 days after the petition was received by the Board of Aldermen.
- The approximately 55 acre property is currently vacant except for a small, single-family residence built in 1954 per Taney County records. It is proposed to be developed with a mix of housing types, including affordable housing which will utilize Missouri Housing Development Commission (MHDC) awarded funds. The property is located on the south side of Fall Creek Road and west of the Country Bluff Estates Subdivision.
- Staff has reviewed the file and determined the property is contiguous with existing city limits. Staff has also determined there will be minimal impact created from the annexation of this property.

UPDATE:

- This item was postponed during its Final Reading at the February 25, 2020 Regular Board of Aldermen meeting. It is in need of a motion, second and a vote for approval.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
 Not Recommended
 Neutral/None

COMMUNITY PLAN 2030: LU-2: Annexation.

ATTACHED EXHIBITS:

- 1) Petition for Annexation
- 2) Vicinity Map
- 3) Departmental Comments



PETITION FROM PROPERTY OWNER AT 3855 FALL CREEK ROAD
REQUESTING ANNEXATION

Petition Requesting Annexation to the City of Branson
Parcel ID # 18-1.0-12-004-001-002.000 and 18-6.0-13-001-001-001.000

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

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

TRACT 1: All that part to the East 3/4 of the E 1/2 of the SEFRL 1/4 lying South of Fall Creek Road in Section 12, Township 22, Range 22, in Taney County, Missouri.

TRACT 2: All that part in the Northeast corner of the NEFRL 1/4 (left bank of white River descending) of Section 13, Township 22, Range 22, in Taney County, Missouri.

2. That said real estate is not now a part of any incorporated municipality.
3. That the said real estate is contiguous to the existing corporate limits of the City of Branson, Missouri.
4. That we request that the said real estate to be annexed to, and be included within the corporate limits of, the City of Branson, Missouri, as authorized by the provisions of Section 71.012, RSMo.
5. That we request the Board of Aldermen of the City of Branson to cause the required notice to be published and to conduct the public hearing required by law and to thereafter adopt an ordinance extending the limits of the City of Branson to include the above described real estate.

This Petition Requesting Annexation, made this 16th day of January, 2020.

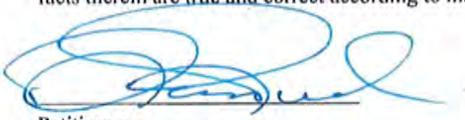


Managing Member

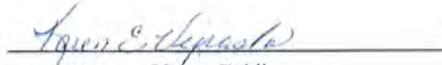
VERIFICATION

STATE OF Missouri)
)
COUNTY OF Taney) SS.

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


Petitioner

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


Notary Public

My Commission Expires:

April 8, 2023

[SEAL]

KAREN E. VEJRASKA
Notary Public - Notary Seal
STATE OF MISSOURI
Taney County
My Commission Expires: April 8, 2023
Commission #15396476

ACKNOWLEDGMENT OF PROPERTY OWNER

STATE OF Missouri)
)
COUNTY OF Taney) SS.

On this 16th day of January, 2020, before me personally appeared **Dan Ruda**, to me known, and who being by me duly sworn, did say that he is the managing member of **Fountains on Fall Creek LLC**, a limited liability company of the State of Missouri, and that as such managing member he has the authority to execute the foregoing *Voluntary Petition For Annexation* on behalf of said limited liability company, and said managing member acknowledged said instrument to be the free act and deed of said limited liability company.

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

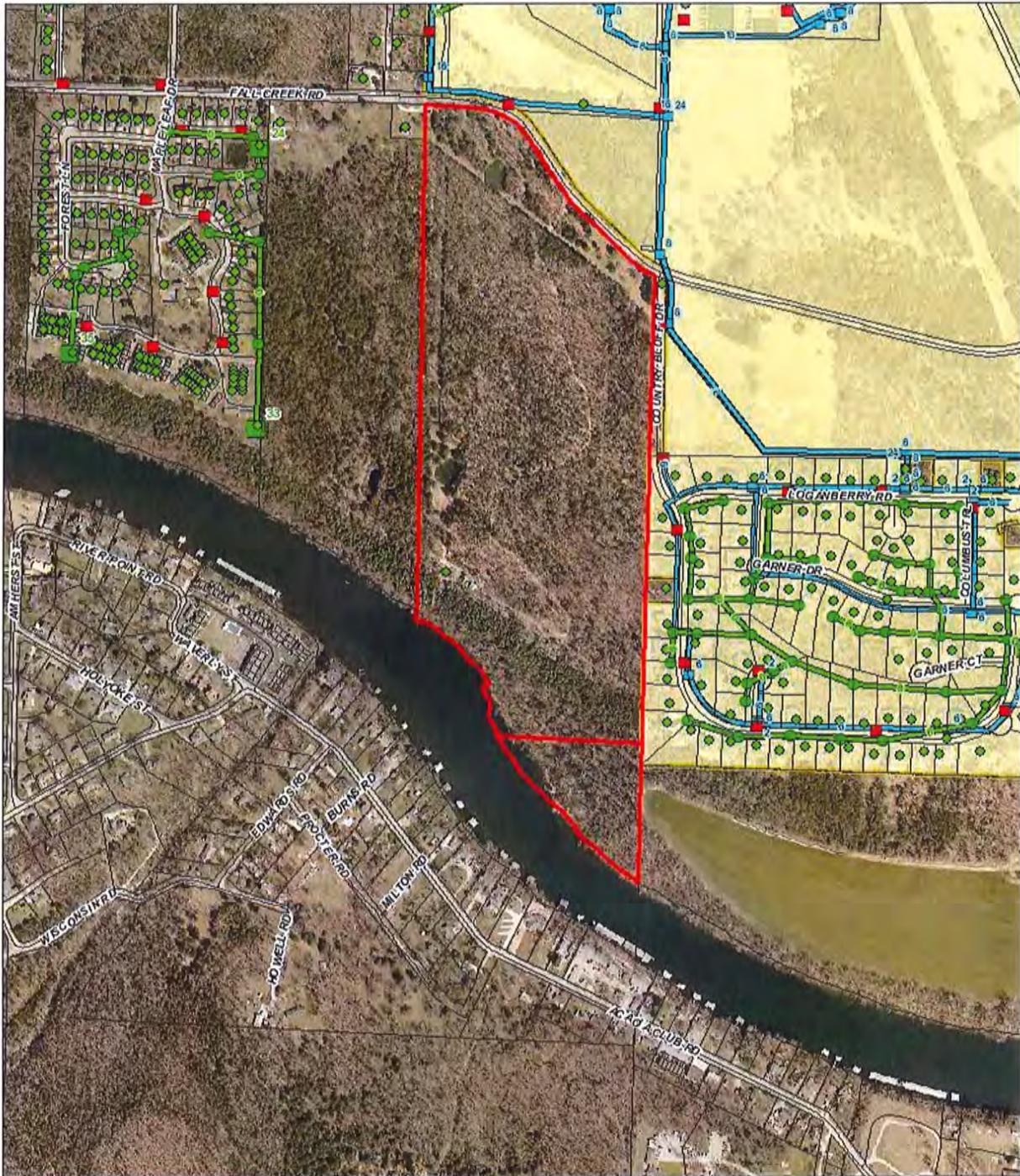
Karen E. Vejraska
Notary Public

My Commission Expires:

April 8, 2023

[SEAL]





3855 Fall Creek Rd

N
City of Branson
Planning & Development
January 16, 2020

3) DEPARTMENTAL COMMENTS

Fire Department					
Located in Planned Growth Area		Serviced Impact		Budget Impact	
Yes	X	None	_____	None	_____
No	_____	Minimal	X	Minimal	X
		Significant	_____	Significant	_____
Comments: Meeting the fire hydrant spacing and flow requirements (1,500 gpm) is critical for this property.					
Name: Randy Fogle			Date: 1/27/2020		
Police Department					
Located in Planned Growth Area		Serviced Impact		Budget Impact	
Yes	_____	None	_____	None	_____
No	_____	Minimal	_____	Minimal	_____
		Significant	_____	Significant	_____
Comments: No comments provided.					
Name:			Date:		
Engineering/Public Works Department					
Located in Planned Growth Area		Serviced Impact		Budget Impact	
Yes	X	None	_____	None	_____
No	_____	Minimal	X	Minimal	X
		Significant	_____	Significant	_____
Comments: Fall Creek Road is maintained by Taney County. If the Fountains on Fall Creek construct private or public streets they shall be designed and constructed to current City standards. Development shall meet all stormwater drainage and detention requirements.					
Name: Keith Francis			Date: 1/24/2020		
Planning and Development Department					
Located in Planned Growth Area		Serviced Impact		Budget Impact	
Yes	X	None	X	None	X
No	_____	Minimal	_____	Minimal	_____
		Significant	_____	Significant	_____
Comments: The property is adjacent to City limits and therefore is eligible for annexation. The applicant has been awarded grants/credits to provide affordable housing, a housing need identified by the City.					
Name: Perry Eckhardt			Date: 1/28/2020		
Utilities Department					
Located in Planned Growth Area		Serviced Impact		Budget Impact	
Yes	X	None	_____	None	_____
No	_____	Minimal	X	Minimal	X
		Significant	_____	Significant	_____
Comments: Water and sewer are located to the east. The subject property shall extend the public water and sewer main, at their own expense, to property boundary and any interior boundaries to fully service the current and future parcels. Also, at their own expense and as necessary, capacity upgrades to the existing receiving lift station. Both public water and sewer infrastructure must be donated as capital by the property owner to the city.					
Name: Tara Norback			Date: 1/28/2020		

AN ORDINANCE APPROVING THE ANNEXATION OF THE PROPERTY LOCATED AT 3855 FALL CREEK ROAD, BRANSON, MISSOURI.

WHEREAS, on January 16, 2020, a verified petition signed by all the owners of the real estate hereinafter described requesting annexation of said territory into the City of Branson, Missouri, was filed with the City Clerk; and

WHEREAS, said real estate as hereinafter described is adjacent and contiguous to the present corporate limits of the City of Branson, Missouri; and,

WHEREAS, a public hearing concerning said matter was held at the City Hall in Branson, Missouri, at the hour of 6:00 pm on February 11, 2020; and,

WHEREAS, notice of said Public Hearing, was given by publication of notice thereof, on Tuesday, January 18, 2020, in the Branson Tri-Lakes News, a weekly newspaper of general circulation in the County of Taney, State of Missouri; and

WHEREAS, at said Public Hearing, all interested persons, corporations or political subdivisions were afforded the opportunity to present evidence regarding the proposed annexation; and,

WHEREAS, no written objection to the proposed annexation was filed with the Board of Aldermen of the City of Branson, Missouri within fourteen days after the public hearing; and

WHEREAS, the Board of Aldermen of the City of Branson, Missouri does find and determine that said annexation is reasonable and necessary to the proper development of the city; and

WHEREAS, the City of Branson, Missouri is able to furnish normal municipal services to said area within a reasonable time after annexation; now

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

Section 1: Pursuant to the provision of Section 71.012 RSMo the following described real estate is hereby annexed into the City of Branson, Missouri, to wit:

See Exhibit 'A'

Section 2: The boundaries of the City of Branson, Missouri, hereby are altered so as to encompass the above described tract of land lying adjacent and contiguous to the present corporate limits.

Section 3: The City Clerk of the City of Branson hereby is ordered to cause three certified copies of this Ordinance to be filed with the Taney County Clerk.

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

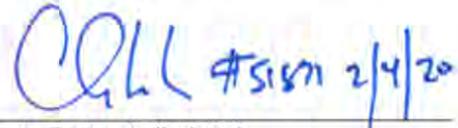
Read, this first time on this _____ day of _____, 2020.

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

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

 #51831 2/4/20

Lisa K Westfall
City Clerk

Chris Lebeck #51831
City Attorney

EXHIBIT 'A'

3855 Fall Creek Road

Parcel ID # 18-1.0-12-004-001-002.000 and 18-6.0-13-001-001-001.000

TRACT 1: ALL THAT PART TO THE EAST 3/4 OF THE E 1/2 OF THE SEFRL 1/4 LYING SOUTH OF FALL CREEK ROAD IN SECTION 12, TOWNSHIP 22, RANGE 22, IN TANEY COUNTY, MISSOURI.

TRACT 2: ALL THAT PART IN THE NORTHEAST CORNER OF THE NEFRL 1/4 (LEFT BANK OF WHITE RIVER DESCENDING) OF SECTION 13, TOWNSHIP 22, RANGE 22, IN TANEY COUNTY, MISSOURI.



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING THE FRANCHISE AGREEMENT WITH THE EMPIRE DISTRICT ELECTRIC COMPANY AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: ADMINISTRATION

FIRST READING: MARCH 10, 2020

FINAL READING: MARCH 19, 2020

EXECUTIVE SUMMARY:

- City of Branson entered into the renewal of the Electric Franchise Agreement with Empire District Electric Company in 2005 for a period of 15 years.
- The Electric Franchise Agreement will be expiring in May 2020 and this Bill approves the Franchise Agreement with Empire District Electric Company for a period of 20 years to expire in May 2040.

UPDATE:

- This item was postponed during its First Reading at the March 10, 2020 Regular Board of Aldermen meeting. It has had a motion and second and is in need of being amended to be for a period of 15 years. Due to recent CDC guidelines surrounding COVID-19, Staff is recommending this Bill be read on its' Final Reading.

FINANCIAL IMPACT:

- No impact/Not applicable
- Budgeted in the FY2020 Transportation budget
- Other (see additional explanation)

COMMUNITY PLAN 2030: Governance

ATTACHED EXHIBITS:

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

BILL NO. 5795

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE FRANCHISE AGREEMENT WITH THE EMPIRE DISTRICT ELECTRIC COMPANY AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson entered into the renewal of the Electric Franchise Agreement with Empire District Electric Company in 2005 for a period of 15 years; and

WHEREAS, the Electric Franchise Agreement will be expiring in May 2020; and

WHEREAS, the Board of Aldermen desires to approve to continue the Franchise Agreement with Empire District Electric Company and execute a contract.

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

Section 1: The Board of Aldermen hereby approves the Franchise Agreement with Empire District Electric Company and authorizes the Mayor to execute the contract in the form attached as Exhibit "1".

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

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

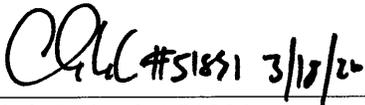
Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this _____ day of _____, 2020.

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

 #51831 3/18/20
Chris Lebeck #51831
City Attorney

**THE EMPIRE DISTRICT ELECTRIC COMPANY
FRANCHISE AGREEMENT**

An agreement granting The Empire District Electric Company, a corporation, its successors and assigns, the right to use the streets, alleys and public grounds for the purpose of erecting and maintaining an electric distribution system, with the necessary poles, wires and other apparatus, equipment and appliances therefor, and to string wires above ground or carry same thereunder; and the right to do all things necessary and proper for the purpose of generating or otherwise procuring electric energy, or any part thereof, and distributing same throughout the *CITY* of Branson, Missouri, and of supplying and selling electric energy for light, power, heat and any other purposes to the said *CITY* and the inhabitants thereof, and fixing the terms and conditions upon which such rights may be granted and exercised.

SECTION 1. That The Empire District Electric Company, hereinafter called the Company, its successors and assigns, are hereby authorized and empowered to use the streets, avenues, lanes, alleys and other public grounds and ways in the *CITY* of Branson, Missouri, as its limits now exist or may be altered, for the purpose of erecting and maintaining an electric distribution system, with the poles, wires (above ground or thereunder) and other apparatus, equipment and appliances necessary therefor, subject to reasonable supervision of the Board of Aldermen as to the place and manner of erecting the poles for said purposes; and for the purpose of conducting, supplying, distributing, and selling electric energy to the *CITY* and/or the inhabitants thereof for light, power, heat, and any other purposes; and for the purpose of erecting and maintaining a plant or plants in said *CITY* for the generating of electric energy, with the right in said Company also to generate or procure said electric energy, or any part thereof, at other points and to carry same into said *CITY* and there make distribution and sale thereof, and the further right in said Company to transmit any of said electric energy from or through said *CITY* for sale outside the limits thereof.

SECTION 2. Said Company shall use every reasonable precaution to avoid damage or injury to person or property, and agrees to indemnify and save harmless the said *CITY* from damage, injury, suits, actions, loss or expense arising from any negligent construction, reconstruction, repair, maintenance or operation of its said electrical system.

SECTION 3. The Company agrees that it will furnish continuous and uninterrupted electric service from the beginning of such service to the end of the franchise period, except for interruptions caused by strikes,

riots, governmental interference or regulation, acts of Providence, accidents beyond the control of the Company, or necessary maintenance or replacements.

SECTION 4. All rates established and charges made by the Company for electric energy distributed and sold hereunder shall be subject to the valid and lawful orders of the Public Service Commission of the State of Missouri, or other competent authority having jurisdiction, and the distribution and sale of electric energy to consumers shall be governed by such operating rules, regulations and practices of the Company as may now or hereafter be prescribed or approved by competent authority.

SECTION 5. All terms and provisions of this agreement shall be binding upon the parties hereto, and upon their respective successors and assigns.

SECTION 6. This agreement is a renewal of an existing franchise granted by the City to the Company.

SECTION 7. This agreement shall take effect and be in force from and after its passage and approval; and all the rights hereby granted shall continue and remain in full force and effect for a period of twenty (20) years from and after the date of passage of this agreement, provided that written acceptance by the Company shall be filed with the Clerk within ten (10) days after such passage and approval. The effective date of this agreement and the franchise and other rights granted herein shall be May 11, 2020.

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

THE EMPIRE DISTRICT ELECTRIC COMPANY

CITY OF BRANSON, MISSOURI

By: _____
(Signature) Date

E. Edd Akers Date
Mayor

Name: Brent A. Baker

ATTEST:

Title: Vice President

Lisa K Westfall Date
City Clerk

Address: _____

Phone: _____

APPROVED AS TO FORM:
CEL #51831 _____
Date 2/14/20

E-Mail: _____

Chris Lebeck #51831
City Attorney Date

Tax ID: _____

ATTEST:

Dale W. Harrington Date
Secretary



STAFF REPORT

ITEM/SUBJECT: READING OF A SUBSTITUTE BILL AMENDING CHAPTER 58 OF THE BRANSON MUNICIPAL CODE PERTAINING TO PROHIBITING THE SALE OF TOBACCO PRODUCTS TO PERSONS UNDER 21 YEARS OF AGE.

INITIATED BY: LEGAL DEPARTMENT

FIRST READING: MARCH 10, 2020

FINAL READING: MARCH 19, 2020

EXECUTIVE SUMMARY:

- This ordinance will prohibit the sale or distribution of tobacco products, alternative nicotine products or vapor products to persons under twenty-one years of age and also place restrictions and license requirements on retailers selling tobacco within the city limits of Branson.
- On December 20, 2019, President Donald Trump signed the H.R. 1865 – Further Consolidated Appropriations Act into law. That Appropriations Act included an amendment to 21 U.S.C. 387f(d) making it unlawful any retailer to sell a tobacco product to any person younger than 21 years of age.
- Effective date will be June 30, 2020 to be consistent with the annual licensing requirement.

UPDATE:

- This item was postponed during its First Reading at the March 10, 2020 Regular Board of Aldermen meeting. It has had a motion and second for approval and is ready for a vote. Staff is recommending this Bill be defeated and will be brought back to the Board with changes at a later date.

FINANCIAL IMPACT:

- No impact/Not applicable**
- Budgeted in the current year’s budget**
- Other (see additional explanation)**

STAFF RECOMMENDATION:

- Recommended**
- Not Recommended**
- Neutral/None**

COMMUNITY PLAN 2030: C-1: Public Safety

ATTACHED EXHIBITS:

ITEM/SUBJECT: READING OF A SUBSTITUTE BILL AMENDING CHAPTER 58 OF THE BRANSON MUNICIPAL CODE PERTAINING TO PROHIBITING THE SALE OF TOBACCO PRODUCTS TO PERSONS UNDER 21 YEARS OF AGE.

DETAILED ANALYSIS:

The changes to Branson Municipal Code are summarized as follows:

- A. Sec. 58-343: Raises the age of unlawful distribution of tobacco products, alternative nicotine products and vapor products to twenty-one years of age.
- B. Sec. 58-344: Added provision requiring proof of age for purchase for tobacco products, alternative nicotine products and vapor products.
- C. Sec. 58-345: Added provision requiring retailers to post signage regarding sales to those under twenty-one years of age.
- D. Sec. 58-346: Added provision requiring an annual license for the sale of tobacco products, alternative nicotine products and vapor products. Also includes provisions for revocation and denial of license.
- E. Appendix A: Added provisions for fees associated with license to distribute tobacco products, alternative nicotine products and vapor products.

2
3
4 AN ORDINANCE AMENDING CHAPTER 58 OF THE BRANSON MUNICIPAL CODE
5 PERTAINING TO PROHIBITING THE SALE OF TOBACCO PRODUCTS TO PERSONS UNDER
6 21 YEARS OF AGE.
7

8
9
10 NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF
11 BRANSON, MISSOURI, THE FOLLOWING:
12

13 Section 1: It is the intention of the Board, and it is hereby ordained, that the provisions of this ordinance
14 shall become and be made a part of the Branson Municipal Code, and the sections of this
15 ordinance may be renumbered to accomplish such intention.
16

17 Section 2: That Chapter 58, Article VIII – *Other Nuisances*; Division 2 – *Smoke-Free*; Section 58-331 –
18 *Definitions*; Section 58-343 – *Distribution or Sale of Tobacco Products, Alternative Nicotine*
19 *Products or Vapor Products to Minors Prohibited*; Section 58-344 – *Proof of Age Required for*
20 *Purchase*; Section. 58-345. – *Sign required for sale or tobacco products, alternative nicotine*
21 *products, and vapor products*; Section 58-346. – *License required*; Appendix A – *Fee schedule*
22 of the Branson Municipal Code is hereby amended to read as follows:
23

24
25 **ARTICLE VIII. - OTHER NUISANCES**
26 **DIVISION 2. - SMOKE-FREE**
27

28 Sec. 58-331 – Definitions.

29
30 **Proof of age means a driver’s license or other documentary or written evidence that the**
31 **individual is 21 years of age or older.**
32

33 Sec. 58-343. - Distribution or Sale of Tobacco Products, Alternative Nicotine Products or Vapor Products
34 to [~~Minors~~] **Persons under 21 Years of Age** Prohibited.
35

36 It shall be unlawful for any person to sell, provide or distribute by any means tobacco products,
37 alternative nicotine products or vapor products to persons under [~~18~~] **21** years of age.
38

39 **Sec. 58-344. – Proof of Age Required for Purchase.**
40

41 **A person selling or distributing tobacco products, alternative tobacco products, or vapor**
42 **products shall require proof of age from any prospective purchaser or recipient unless such person**
43 **has reasonable cause to believe that the prospective purchaser or recipient is 21 years of age or older.**
44

45 **Sec. 58-345. – Sign required for sale or tobacco products, alternative nicotine products, and vapor**
46 **products.**
47

48 **It shall be unlawful for any person to sell, provide or distribute by any means tobacco products,**
49 **alternative nicotine products or vapor products, unless the premises upon which such items are sold,**
50 **provided or distributed prominently displays a sign near the point of purchase no smaller than 11**

51 inches tall by 14 inches wide which shall contain in red lettering at least one-half inch high on white
52 background:

53
54 “IT IS A VIOLATION OF THE LAW FOR TOBACCO PRODUCTS, ALTERNATIVE NICOTINE
55 PRODUCTS, OR VAPOR PRODUCTS TO BE SOLD TO ANY PERSON UNDER THE AGE OF
56 21.”

57
58 Section 58-346. – License required.

59
60 (a) It shall be unlawful for any person to sell, provide or distribute by any means tobacco products,
61 alternative nicotine products or vapor products without first obtaining a license from the city to
62 sell, provide, or distribute tobacco products, alternative nicotine products or vapor products.

63
64 (b) A license shall be valid for one year or the remaining portion of the calendar year and expire on
65 June 30 of each year. A license must be renewed annually and shall be required for each
66 location at which tobacco products, alternative nicotine product or vapor products are sold,
67 distributed or provided and shall be in addition to any other permit or license required by
68 other local, state or federal governmental entities. An application fee in the amount provided in
69 the city fee schedule shall accompany each application for an original license issued under this
70 Section. The application fee is to cover the various costs incurred by the city in investigating
71 and processing the applications. The application fee is not refundable.

72
73 (c) Licenses shall be subject to denial, nonrenewal and revocation pursuant to the procedure
74 described for licenses in Article II of Chapter 22. Licenses may be denied, not renewed, or
75 revoked for failure to comply with the requirements of this article or any other applicable
76 section of this Code. A permit shall not be issued when the city has reason to believe the
77 issuance of the permit will result in the operation of a business in violation of this Code.

78
79 (d) If three or more violations of any provision of this article occur at a licensed location, or are
80 committed by a license holder, any employee or agent of a license holder, or any combination
81 thereof, the permit shall be subject to revocation or nonrenewal as set forth in this Article.

82
83 Appendix A - FEE SCHEDULE

Code Section	Description	Fee
<u>Chapter 58—Offenses and Nuisances</u>		
<u>58-346</u>	<u>Original license application</u>	<u>25.00</u>
	<u>Annual Renewal</u>	<u>25.00</u>

84
85
86 NOTE: LANGUAGE WHICH IS **LANGUAGE WHICH IS BOLD, UNDERLINED** HAS BEEN ADDED; LANGUAGE WHICH
87 IS ~~[BRACKETED, STRICKEN]~~ HAS BEEN REMOVED.

88
89 Section 3: This ordinance shall be in full force and effect after its passage by the Board of Aldermen and
90 approval by the Mayor on June 30, 2020.

91
92 Read, this first time on this _____ day of _____, 2020.

93

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

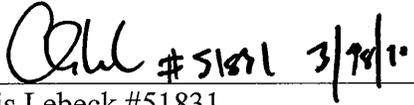
96
97
98
99
00
01
02
03
04
05
06
07
08

ATTEST:

Lisa K Westfall
City Clerk

E. Edd Akers
Mayor

APPROVED AS TO FORM:



Chris Lebeck #51831
City Attorney



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING A PLANNED DEVELOPMENT AMENDMENT TO PD 2006-003, KNOWN AS SIGHT AND SOUND THEATERS, PERTAINING TO USES, FOR THE PROPERTIES LOCATED AT 1001 SHEPHERD OF THE HILLS EXPRESSWAY, BRANSON, MISSOURI.

INITIATED BY: PLANNING & DEVELOPMENT DEPARTMENT

FIRST READING: MARCH 19, 2020

FINAL READING: MARCH 19, 2020

EXECUTIVE SUMMARY:

- Sight and Sound Theaters Planned Development (PD 2006-003) was approved in March 2006 (Ord. No. 2006-031). Additionally, it was amended through Ordinance 2007-096. The development is comprised of an existing 140,000 square foot theater built in 2008, parking areas, and open spaces.
- This planned development is separated into three tracts (A, B and C) with the majority of the existing development located within the largest, Tract A. In contrast, Tract B and C are significantly smaller in size and are currently vacant.
- The applicant’s request is to modify the list of Uses by Right (Section 2) for Tracts A and C within the approved Land Use Regulations so agricultural uses, particularly pastures for the show’s animals, are allowed. The applicant’s goal is to improve the well-being and quality of life of their livestock by creating outdoor pastures which will provide fresh air and sunlight as compared to their current indoor spaces. The pastures are proposed to replace the current composting activities which have occurred within the same areas for several years.
- In conjunction with the proposed additional use, the applicant has provided nine supplements to address the infrastructure and management of their agricultural pastures to insure they complement the property and do not become a nuisance.
- Planning Commission recommends approval of the bill through Resolution 20-5.1 (20-00500001) with a vote of 7-0 during their March 3, 2020, meeting.
- Due to recent CDC guidelines surrounding COVID-19, Staff is recommending this Bill be read on its’ Final Reading.

FINANCIAL IMPACT:

- No impact/Not applicable
- Budgeted in the current year’s budget
- Other (see additional explanation)

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

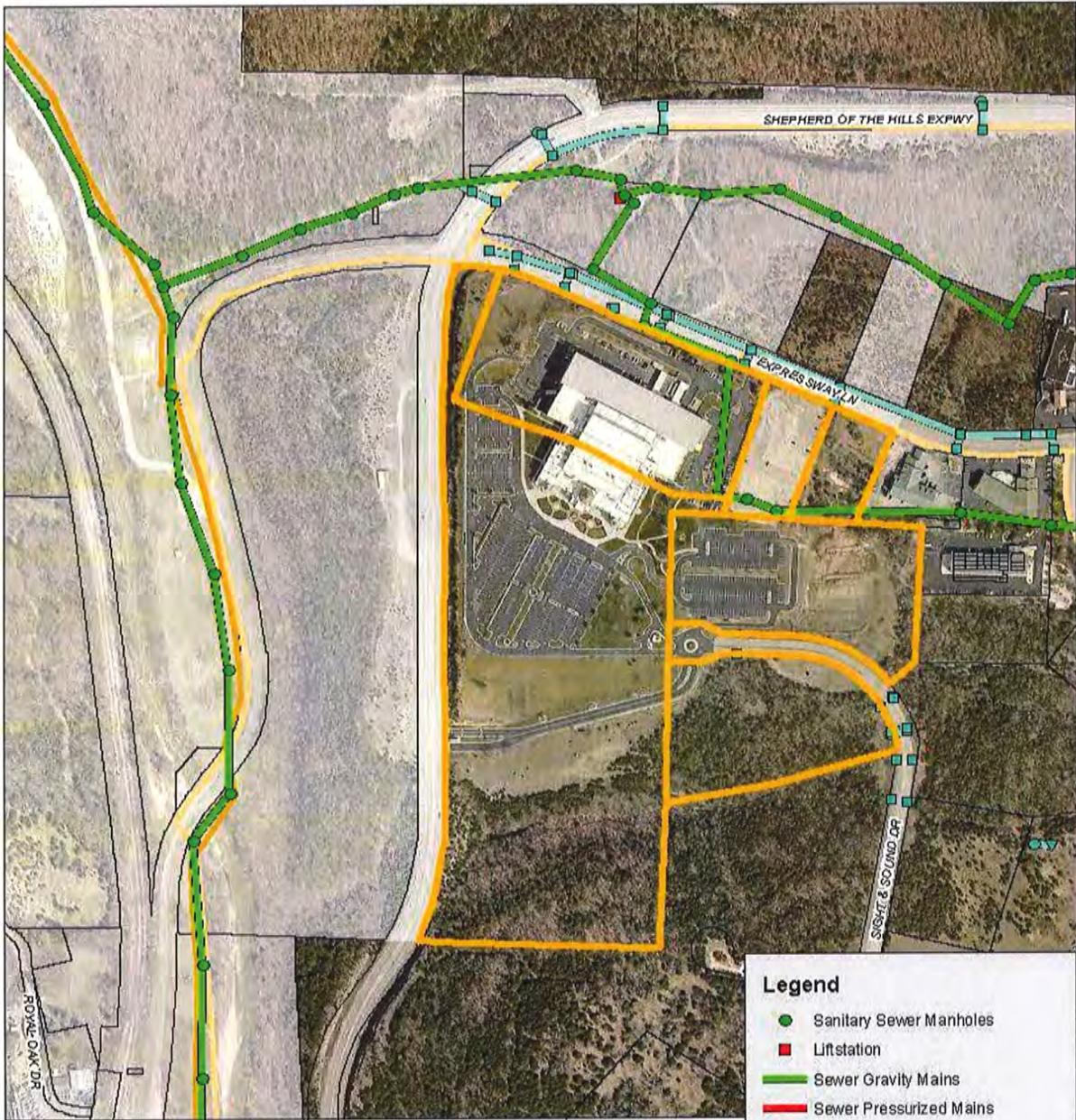
COMMUNITY PLAN 2030:

LU Strategy 3.1 – Infill & Redevelopment

ATTACHED EXHIBITS:

- 1) Vicinity Maps
- 2) Planning Commission Res No. 20-5.1 (March 3, 2020)

1) VICINITY MAPS – AERIAL WITH UTILITIES

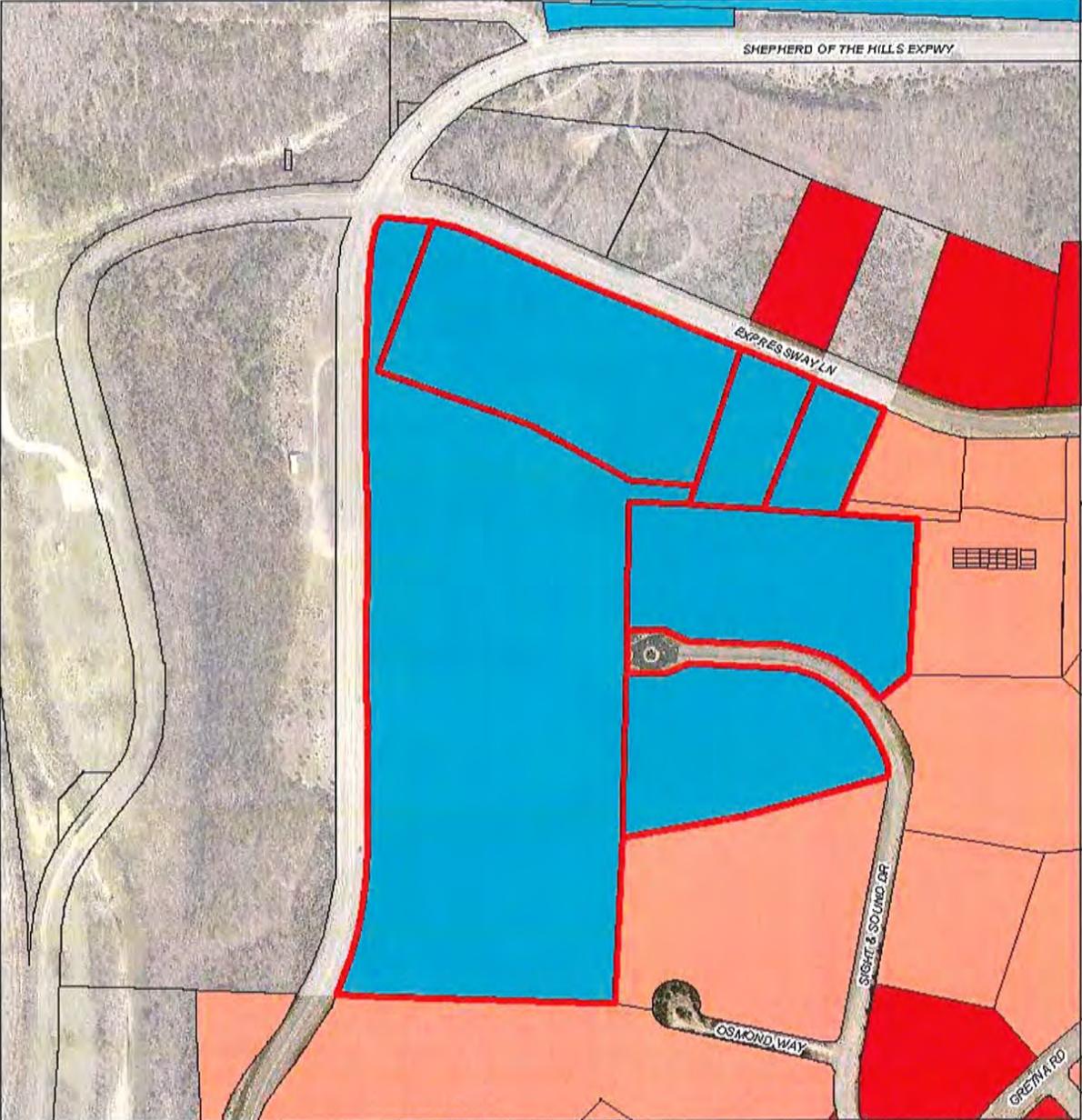


- Legend**
- Sanitary Sewer Manholes
 - Liftstation
 - Sewer Gravity Mains
 - Sewer Pressurized Mains
 - ◆ Water Hydrants
 - ▲ Water System Valves
 - Water Mains
 - STORM INLET STRUCTURES
 - ▼ STORM INTAKE STRUCTURES
 - STORM OUTFALL STRUCTURES
 - STORM_SEWER_PIPE
 - DISTRIBUTION
 - TRANSMISSION

N
1 inch = 400 feet
City of Branson
Planning & Development
Date: 2/14/2020

1001 Shepherd of the Hills Expy

1) VICINITY MAPS – CURRENT ZONING



1001 Shepherd of the Hills Expwy


1 inch = 350 feet
 City of Branson
 Planning & Development
 Date: 2/14/2020

 Agricultural	 Neighborhood Commercial	 Business
 Conservation	 Mixed-Use	 Industrial
 Low Density Residential	 Community Commercial	 Planned Development
 Medium Density Residential	 Downtown	 Unzoned
 High Density Residential	 Entertainment	

PLANNING COMMISSION

RESOLUTION NO. 20-5.1 (20-00500001)

A PLANNING COMMISSION RESOLUTION RECOMMENDING APPROVAL OF A PLANNED DEVELOPMENT AMENDMENT TO PD-2006-003, KNOWN AS SIGHT AND SOUND THEATERS, PERTAINING TO USES, FOR THE PROPERTIES LOCATED AT 1001 SHEPHERD OF THE HILLS EXPRESSWAY, BRANSON, MISSOURI.

WHEREAS, a Planned Development Application has been submitted to the City of Branson by Joe Compton on behalf of Good Shepherd Meadows, L.P., and Expressway Inn for approval of a Planned Development Amendment to PD-2006-003, known as Sight and Sound Theaters, for properties legally described as follows:

See Exhibit 1

WHEREAS, the Zoning Regulations for the City of Branson, Missouri, require a Public Hearing before the Planning Commission for the approval of a Planned Development Amendment; and,

WHEREAS, a Public Hearing was held before the Branson Planning Commission on March 3, 2020, at 7:00 PM in the City Council Chambers located at 110 W. Maddux Street, Branson, Missouri; and,

WHEREAS, all required documentation and payment of the required filing fee have been received by the City of Branson.

BE IT THEREFORE RESOLVED, that the Planning Commission for the City of Branson hereby recommends approval of a Planned Development Amendment to PD-2006-003, known as Sight and Sound Theaters, pertaining to uses, as described by Exhibit '2', attached hereto and incorporated by reference herein.

DONE THIS 3rd DAY OF MARCH, 2020, BY THE PLANNING COMMISSION FOR THE CITY OF BRANSON, MISSOURI.


Clark Harris - Chairman

ATTEST:


Joel Hornickel – Planning and Development Director

20-00500001

AN ORDINANCE APPROVING A PLANNED DEVELOPMENT AMENDMENT TO PD 2006-003, KNOWN AS SIGHT AND SOUND THEATERS, PERTAINING TO USES, FOR THE PROPERTIES LOCATED AT 1001 SHEPHERD OF THE HILLS EXPRESSWAY, BRANSON, MISSOURI.

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

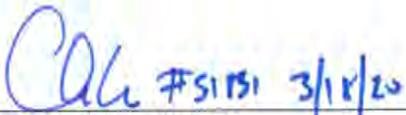
- Section 1: The Land Use Regulations for PD 2006-003, known as Sight and Sound Theaters, are hereby amended as described by Exhibit '1' and hereto attached and incorporated by reference herein.
- Section 2: The tracts of land situated in Branson, Missouri, as described by Exhibit '2' are hereby subject to the Land Use Regulations and amendments of PD 2006-003, known as Sight and Sound Theaters.
- Section 3: Severability Clause. If any section, subsection, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or major sections, sentences, clauses or phrases be declared invalid.
- Section 4: This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

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

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

E. Edd Akers
Mayor

APPROVED AS TO FORM:



Chris Lebeck #51831
City Attorney

ATTEST:

Lisa K. Westfall
City Clerk

EXHIBIT '1'

SIGHT & SOUND
T H E A T R E S °

Land Use Regulations

PD2006-003

Prepared By



January 6, 2006

Amendment 1 - January 31, 2020

20-00500001

LAND USE REGULATIONS INDEX
Sight & Sound Theatres

SECTION	DESCRIPTION	PAGE
Section 1.00	Regulations Generally Applicable To All Tracts of Land	Page 1
Section 1.01	Plan Development Plan	Page 1
Section 1.02	Tract Development Submittals	Page 1
Section 1.03	Zoning	Page 1
Section 1.04	Development Sites	Page 1
Section 1.05	Street Widths	Page 1
Section 1.06	Setbacks	Page 1
Section 1.07	Lot Sizes	Page 1
Section 1.08	Height	Page 2
Section 1.09	Accessory Buildings Setbacks	Page 2
Section 1.10	Sidewalks	Page 2
Section 1.11	Landscaping	Page 2
Section 1.12	Local Codes and Ordinances	Page 2
Section 1.13	Fire Safety Requirements	Page 2
Section 1.14	Storm Water Detention	Page 2
Section 1.15	Off-Street Parking	Page 2
Section 2.00	Regulations Specific to Each Tract of Land	Page 3
Section 2.01	Zoning Uses	Page 3
<u>Section 2.02</u>	<u>Tract 'A'</u>	<u>Page 3</u>
Section 2.03	Tract 'B'	Page 3
<u>Section 2.04</u>	<u>Tract 'C'</u>	<u>Page 3</u>
Section 2.05	Natural Open Spaces	Page 4
Section 3.00	On Premise Signage	Page 5 - 13
<u>Section 4.00</u>	<u>Agricultural Use - Supplement & Concept Images</u>	<u>Pages 14 & 15</u>
Section 5.00	Off Premise Signage – Overlay Signage Zone	(Reserved)

LAND USE REGULATIONS INDEX
Sight & Sound Theatres

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
EXHIBITS:		
	Vicinity Map	Exhibit 'A'
	<u>Amendment 1 - Planned Development Plan</u>	Exhibit 'B'
	General Warranty Deed & Legal Descriptions	Exhibit 'C'

Land Use Regulations Sight & Sound Theatre

These LAND USE REGULATIONS for Sight & Sound Theatre are hereby promulgated by Good Shepherd Meadows, L.P. and Expressway Inn Motel, L.P., Missouri limited partnership companies, as approved by the City of Branson, of the state of Missouri, in accordance with Section 410.070 of the Branson City Code, as of the day and year set forth, and the ordinance amending the zoning ordinance by these Land Use Regulations for the Sight & Sound Planned Development District (the PD).

1.00 Regulations Generally Applicable To All Tracts of Land

- 1.01 **Plan Development Plan.** Sight & Sound Theatre shall be developed on the property described in Exhibit 'C' attached hereto (the property). The property contains approximately 50 acres. Located in Branson Meadows and situated along Shepherd of the Hills Expressway on the west, south of Expressway Lane with access on Motley Drive west from Gretna Road. Any change to the PD Plan, involving a change in identified land uses for each parcel or to the intensity of use affecting square footage or parking for the each parcel, shall require approval of the Branson Planning and Zoning Commission and the Board of Aldermen for the City of Branson.
- 1.02 **Tract Development Submittals.** All development plans shall require Planning and Development Department approval prior to construction. Each phase, as presented on the PD Plan, shall be developed within the minimum and maximum limits established in these Land Use Regulations. In reviewing the development site plans, the uses proposed shall be weighed against existing uses and planned uses, both on the property and adjacent to the property, to insure consistency of them.
- 1.03 **Zoning.** The zoning for the entire development shall be 'PD' Planned Development under the guidelines included in these Land Use Regulations. For specific items not covered in these Land Use Regulations, zoning regulations of the Branson Municipal Code, consistent with the approved use of the tract, shall apply.
- 1.04 **Development Sites.** The use of the three developed sites shall be as established in these Land Use Regulations as listed in section 2.00.
- 1.05 **Street Widths.** All parking areas and private drives within the Development will remain private and the City will not be responsible for any maintenance, cleaning, clearing, upkeep or other improvements. If, in the future the developer wishes to dedicate the streets and right-of-way to the City, the Developer shall bring the streets to meet current City Code. All public streets shall be constructed with a minimum width as indicated in the Zoning Ordinance from back of curb to back of curb with parking that shall meet the intent of the Parking Ordinance as shown on the PD Plan. This shall include adding any necessary driving surface, curbing and storm water drain system all at the Developers expense.
- 1.06 **Setback.** Setbacks for all buildings constructed in this PD shall be as approved on the PD Plan and shall conform to the Branson Municipal Code.
- 1.07 **Lot Sizes.** Minimum lot sizes for all buildings constructed in this PD shall conform to the Branson Municipal Code, 'C' Commercial Zoning Regulation.

1.08 **Height.** No building hereinafter erected or structurally altered, regardless of use, as approved in this PD, shall exceed above the basement finished floor:

Theatre	130 feet
Commercial	50 feet
Motel	50 feet

1.09 **Accessory Building Setbacks.** Accessory buildings may not be located so as to encroach on adjacent public or private property, or easements, and comply with setback requirements unless indicated otherwise. Security/Greeter Building to have a minimum front yard setback of 15'.

1.10 **Sidewalks.** All sidewalks shall be constructed in strict conformance with City of Branson standards and shall be a minimum of four feet (4') in width.

1.11 **Landscaping.** All approved tracts in this PD shall be subject to the current adopted City of Branson Landscaping Ordinance.

1.12 **Local Codes and Ordinances.** In addition to any of the items listed in these Land Use Regulations, all construction in this PD is subject to all local Codes and Ordinances as adopted by the City.

1.13 **Fire Safety Requirements.**

- a. A fully automatic fire sprinkler system shall be provided in all commercial structures providing rentals of less than Thirty (30) days, in all structures more than 12,000 square feet in area or exceeding two (2) stories in height.
- b. Approved fire hydrants shall be located not less than one hundred fifty feet (150') from any fire department connection to a sprinkler system on new construction.
- c. Any new fire hydrant shall be installed in accordance with the Branson Municipal Code, which currently states that hydrants shall be located such that all portions of a commercial structure are within three hundred (300') feet of a hydrant.
- d. All construction shall be in accordance with the latest IBC Code adopted by the City of Branson including local amended codes and referenced standards.

1.14 **Storm Water Detention.** The owner shall insure that the entire PD will comply with City of Branson storm water detention requirements.

1.15 **Off-Street Parking.** The off-street parking requirements for this development shall follow or exceed the off-street parking requirements as written within the Branson Municipal Code.

2.00 Regulations Specific to Each Tract of Land

2.01 Zoning Uses. Permitted uses allowed in a "C" Commercial District are allowed in this PD except they are limited to those written within this text under "Uses by Right". Any additional land use options requested by the developer must be listed under the "Special Uses" below for each tract and must be submitted to the Planning and Zoning Commission for approval under the review and approval procedures set forth in the current adopted Land Use Regulations. uses allowed in the PD are as follows:

2.02 Tract 'A'

Uses by Right

1. Theatre
2. Hotel and Motel
3. Restaurant
4. Retail
5. Accessory structures used for commercial and agricultural purposes.
6. Animal Pasture – See Section 4.00 Supplement for additional information

Special Uses – permitted subject to the review and approval procedures set forth in the Zoning Ordinances

NONE.

2.03 Tract 'B'

Uses by Right

1. Hotel and Motel
2. Restaurant
3. Retail
4. Accessory structures used for commercial purposes.

Special Uses – permitted subject to the review and approval procedures set forth in the Zoning Ordinances

NONE.

2.04 Tract 'C'

Uses by Right

1. Hotel and Motel
2. Professional and General Offices
3. Small Church Or Meditation Chapel
4. Restaurant
5. Retail
6. Accessory structures used for commercial and agricultural purposes
7. Animal Pasture – See Section 4.0 Supplement for additional information.

Special Uses – permitted subject to the review and approval procedures set forth in the Zoning Ordinances

NONE.

2.05 Natural Open Spaces

Uses by Right

1. Trails and Walkways
2. Small Park Shelter/Gazebo structures
3. Open space facilities defined as
 - a. Open air amphitheatre
 - b. Landscaped mediation areas with water, sculptural or artistic features
 - c. Small structures, i.e., bell or clarion tower, commemorative and memorial plaques, and
4. Directional Signage

Special Uses – permitted subject to the review and approval procedures set forth in the Zoning Ordinances

NONE

3.00 On Premise Signage

SIGNAGE PLAN FOR:

SIGHT & SOUND
THEATRES

BRANSON, MISSOURI

PREPARED BY:
SIGHT & SOUND
THEATRES
1/6/2006

SIGNAGE DESCRIPTIONS

SIGHT & SOUND

THEATRES

BRANSON, MISSOURI

<p>SIGN 1 SHEPHERD OF THE HILLS PRIMARY ENTRANCE ID N ENTRY MEDIAN DOUBLE SIDED WITH STONE FNISH, WATERFEATURE IN CENTER, PLANTER BASE. ILLUMINATED POSSIBLE FUTURE LED SCREEN, RAISED LETTER CORP. LOGO-TYPE FENCE RAILS WITH STONE POSTS OFF ENDS 14FT. LONG, 14FT HIGH, 4FT. WIDE BASE, 2FT. WIDE ABOVE BASE</p>	<p>SIGNS 3, 5 AND 6 THRU 17 SINGLE SIDED MOULDED SIGN FACE EXTERNALLY ILLUMINATED 2FT. HIGH, 2FT. WIDE, WITH MOULDED RAISED LETTERS AND 1/4 INCH BORDER CORP. LOGO-TYPE MONOGRAM IN 12 INCH WIDE, 5 INCH HIGH HALF ROUND CROWN, TOP/CENTER MOUNTED IN GROUND, ON 4 INCH SQUARE POST, APPROX. 6 FT. HIGH.</p>	<p>SIGN 4 WELCOME SIGN MOTLEY ROAD IN MEDIAN DOUBLE SIDED WITH STONE FINISH, ILLUMINATED, POSSIBLE FUTURE LED SCREEN, RAISED LETTER CORP. LOGO-TYPE 8FT. LONG, 8FT. HIGH, 2FT. WIDE BASE 16 INCH WIDE ABOVE BASE</p>	<p>SIGN 18 CORPORATE LOGO-TYPE MOUNTED ON FRONT ELEV. FACE OF BUILDING FLY TOWER, FRONT ILLUMINATED, 92FT. LONG, 20FT. HIGH, 1,640 SQ. FT. SIGN 30,332 SQ. FT. FRONT ELEVATION</p> <p>SIGN 19 CORPORATE LOGO-TYPE MOUNTED ON REAR ELEV. FACE OF BUILDING FLY TOWER, FRONT ILLUMINATED, 102FT. LONG, 24FT. HIGH, 2,768 SQ. FT. SIGN 41,250 SQ. FT. REAR ELEVATION</p>
--	---	---	--

PREPARED BY:

SIGHT & SOUND
THEATRES

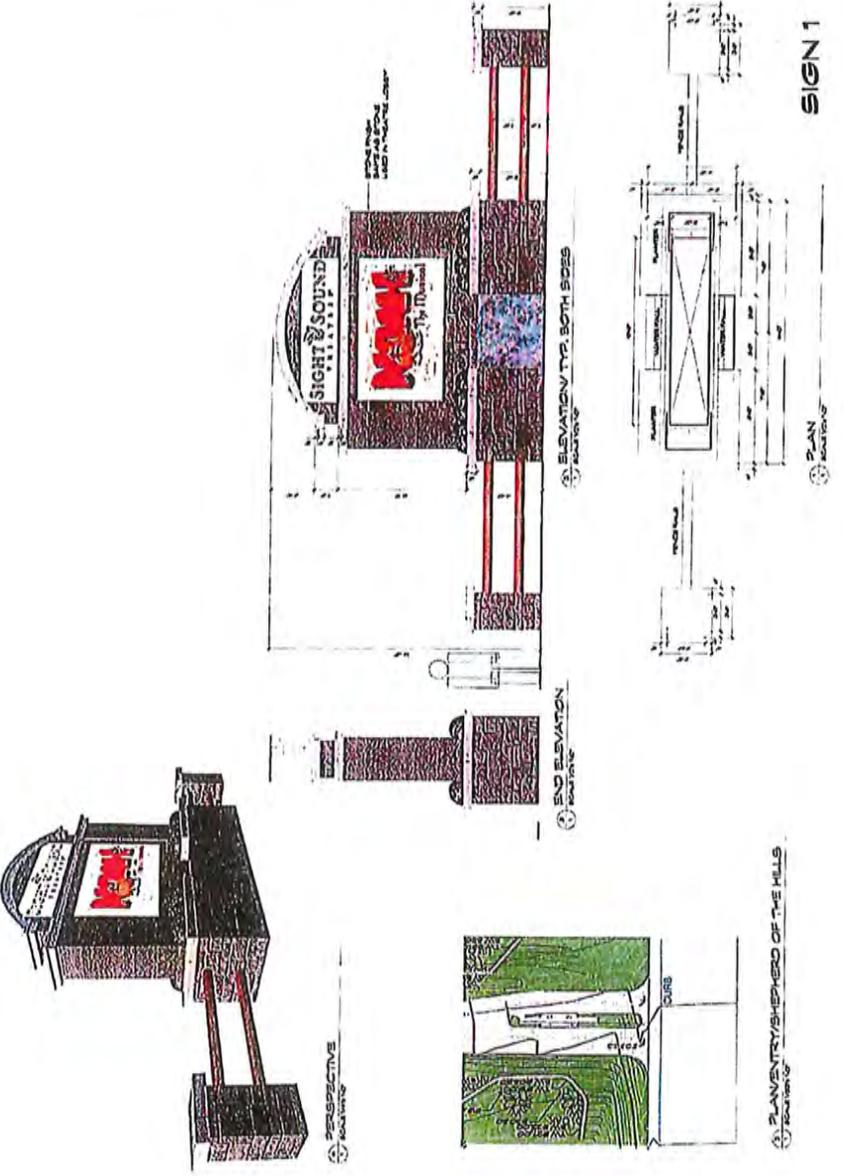
1/6/2006

SITE		COMPOSITE		SITE PLAN		BRANSON		SIGNAGE LOCATIONS	
DATE		DRAWN BY		CHECKED BY		APPROVED BY		PROJECT NO.	
SCALE		SHEET NO.		SHEET TOTAL		PROJECT NAME		CLIENT NAME	
PROJECT		SHEET		DATE		SHEET		DATE	



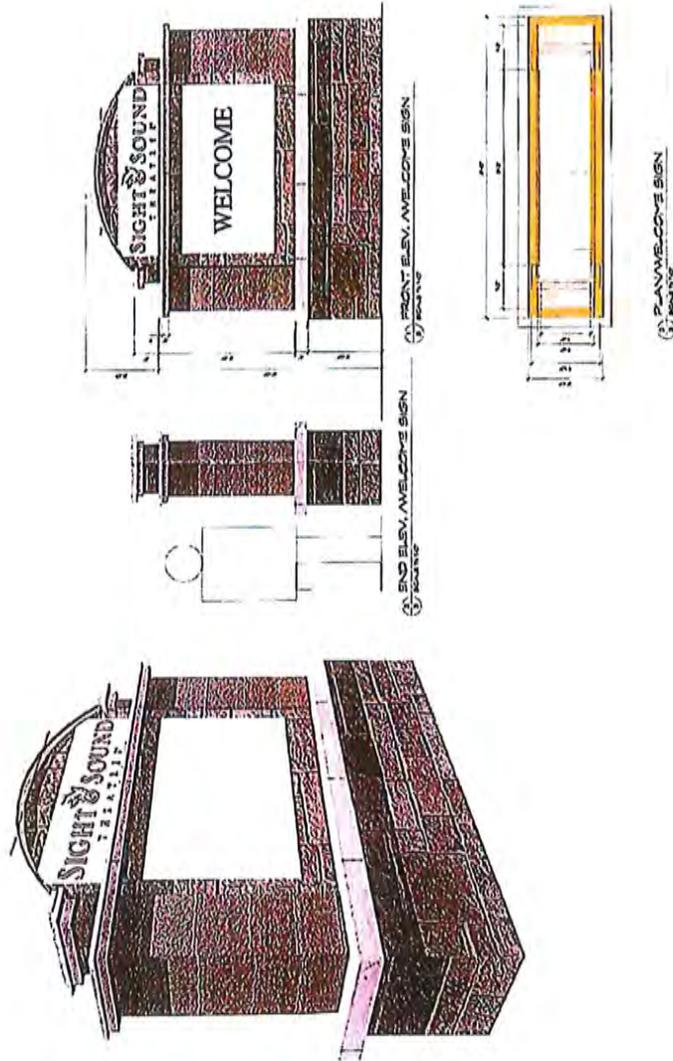
SITE PLAN/ SIGNAGE LOCATIONS
PROPOSED SIGHT & SOUND THEATRE - BRANSON, MISSOURI
 SCALE: 1/8" = 1'-0"

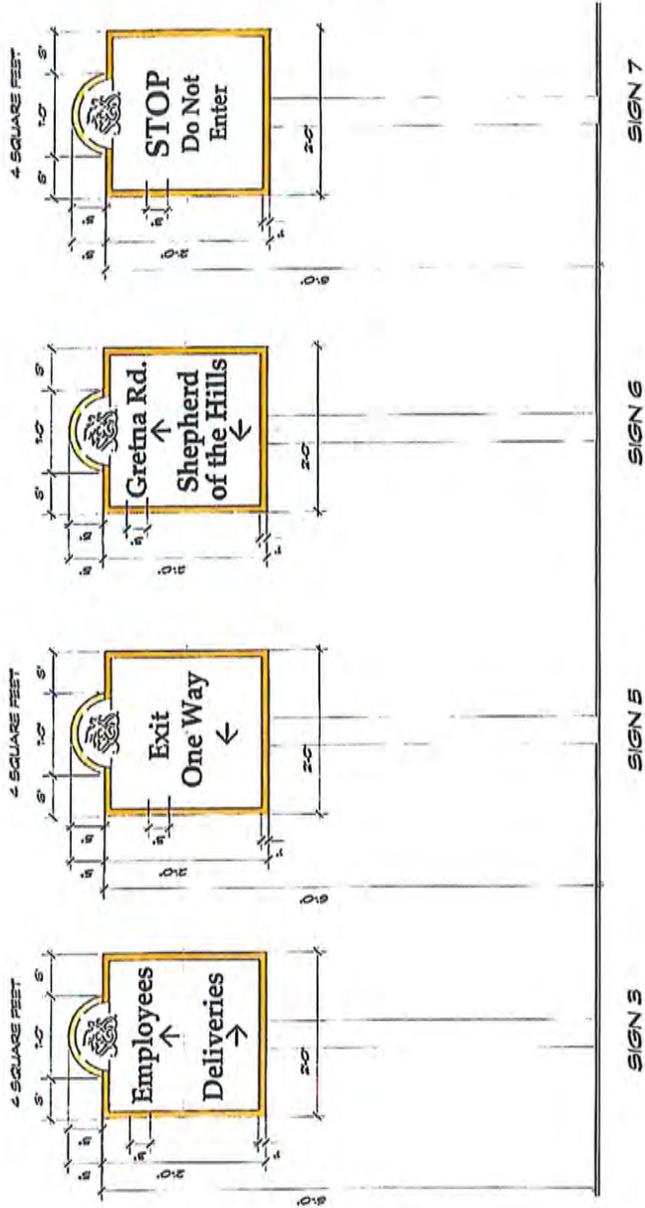
DATE: 11/11/11 DRAWN BY: [Name] CHECKED BY: [Name] PROJECT: [Name]	SIGHT & SOUND THEATRES	BRANSON MAJOR ID 1
---	--------------------------------------	---------------------------------



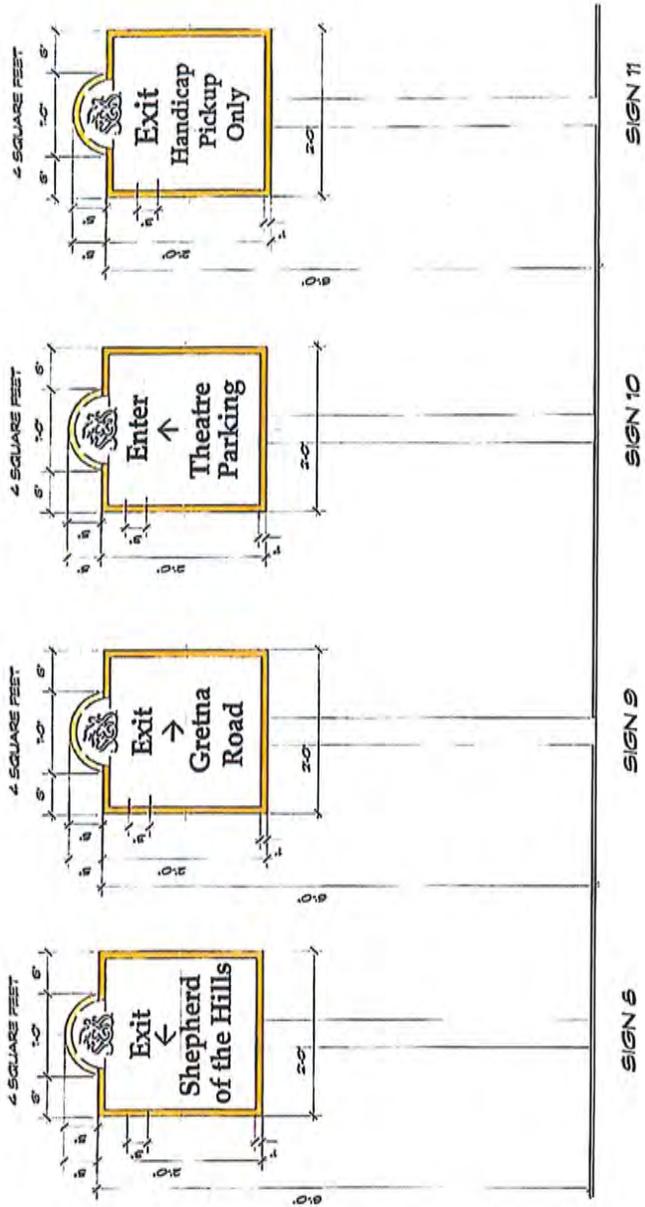
PROJECT: [REDACTED] DATE: [REDACTED] DRAWN BY: [REDACTED] CHECKED BY: [REDACTED] APPROVED BY: [REDACTED]	BRANSON WELCOME SIGN	
	SIGHT & SOUND THEATRES	

SIGN 4

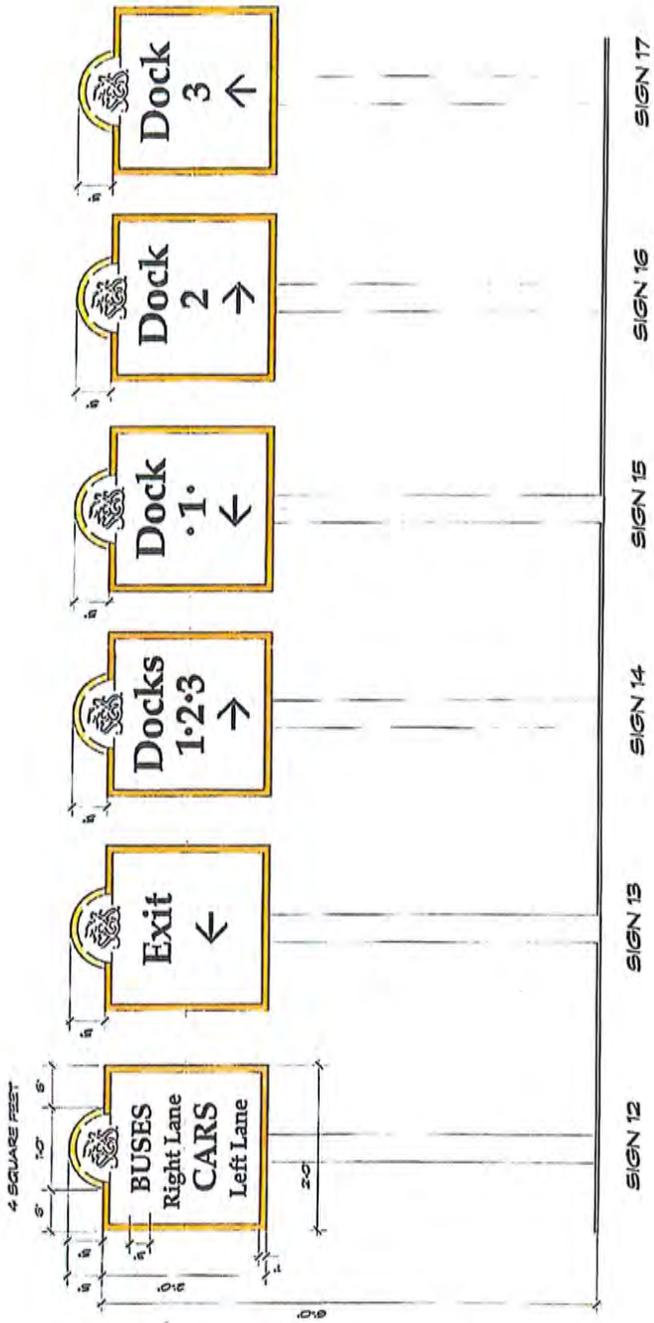




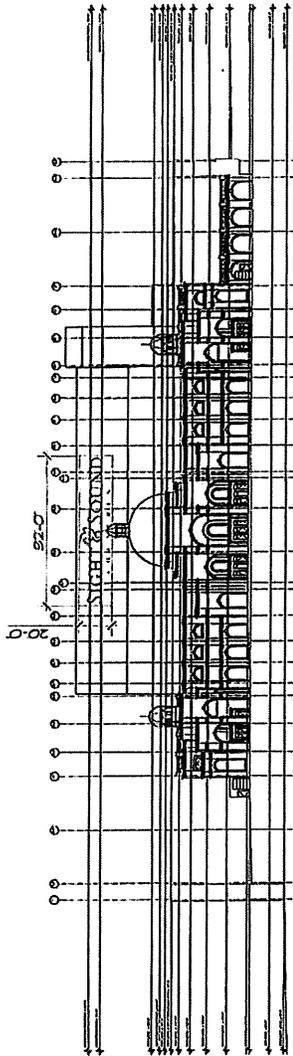
PREPARED BY:
SIGHT & SOUND
 CONSULTANTS
 1/8/2006



PREPARED BY:
SIGHT & SOUND
 CONSULTANTS
 1/6/2006

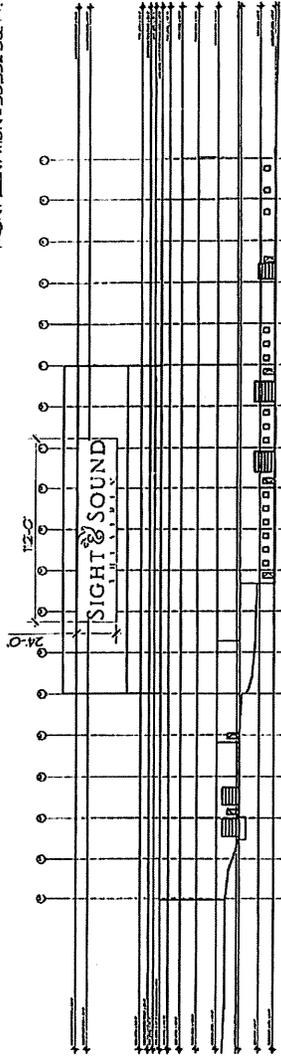


PREPARED BY:
 SIGHT & SOUND
 FULL SERVICE
 1/6/2006



SIGN 18
 SIGN AREA = 1640 SQ. FT.
 FRONT ELEVATION = 30332 SQ. FT.

FRONT ELEVATION



SIGN 19
 SIGN AREA = 2656 SQ. FT.
 REAR ELEVATION = 4250 SQ. FT.

REAR ELEVATION

PREPARED BY:
SIGHT & SOUND
 THEATRE
 1/6/2006

Section 4.00 - Supplement to Amendment 1

Sight & Sound Theatres takes show productions to a whole new level and is recognized as one of the top three theater destinations in the country. A significant element in each show are the live animals. It is essential to provide the animals fresh air and sunlight which is the main reason for amending PD-2006-003.

4.00 Agricultural Use

4.01 Infrastructure and management of an agricultural pasture or pastures are as follows:

- a). Accessory buildings in the form of small agricultural mobile or permanent shelters without impervious flooring. Refer to the concept images of animal shelters.
- b) USDA (United States Department of Agriculture) requires a minimum of 4-foot high double fencing/gate system. The inner fence shall be 4 feet back from the outer fence to keep the public and animals out of reach from each other. Refer to concept images of outer fence.
- c) USDA requires fresh drinking water for the animals. A new water line will be tied to city water.
- d) Site Lighting and cameras must be implemented for security purposes. Site lighting shall meet current code to avoid spill over onto neighboring properties.
- e) Provide 10-foot landscape buffer yard between double fence and neighboring properties.
- f) Where a pasture or pastures are planned, the intent is not to disturb the existing topography. If re-grading is necessary, the Owner shall engage a civil engineer to address Land Disturbance issues.
- h) Maintain clean and sanitary conditions, free from offensive or noxious odor. Animal waste shall be collected as frequently as necessary.
- i) Weather permitting, the animals will occupy the pasture(s) most of the time.
- j) Noise level, from the animals, between the hours of 11:00PM and 7:00 AM shall not exceed a decibel level of 75, measured at the property line adjacent to neighboring properties.

5.00 Off Premise Signage – Overlay Signage Zone (Reserved)

SECTION 4.0 - CONCEPT IMAGES OF FENCE AND SHELTERS FOR ANIMAL PASTURE

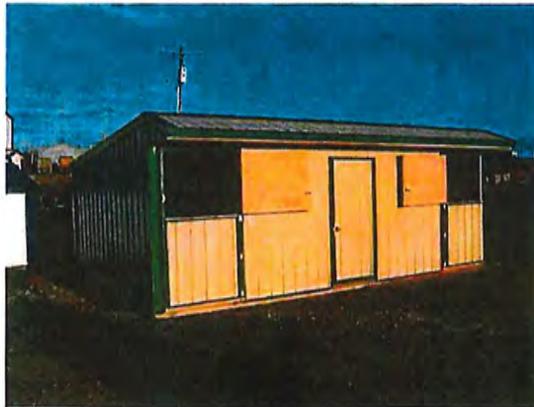


EXHIBIT 'A'

VICINITY MAP

One Page

20-00500001



EXHIBIT 'B'

AMENDMENT 1
PLANNED DEVELOPMENT PLAN

One Page

20-00500001

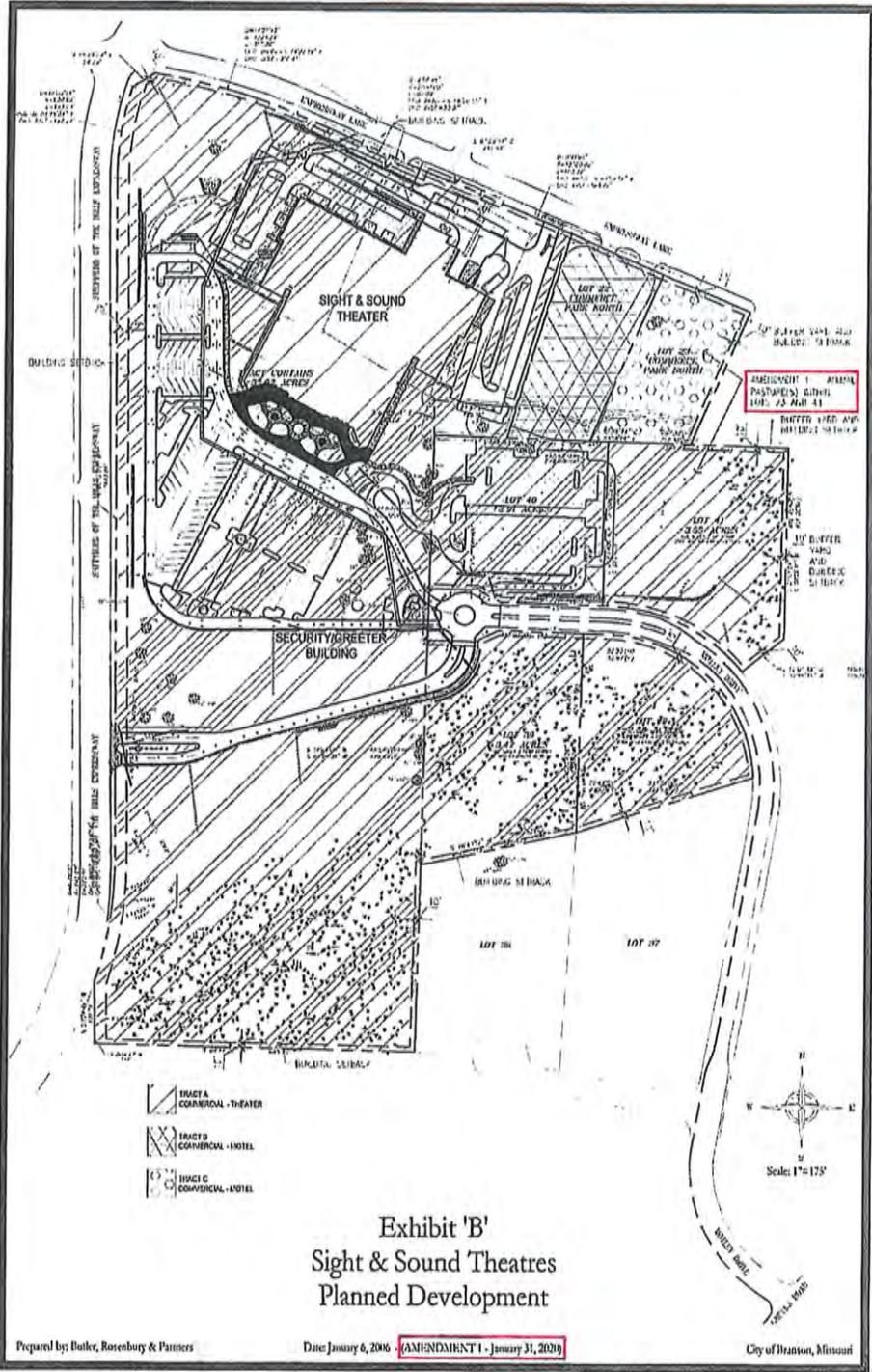


Exhibit 'B'
Sight & Sound Theatres
Planned Development

Prepared by Baker, Rosebury & Partners

Date: January 6, 2016 **AMENDMENT 1 - January 31, 2020**

City of Branson, Missouri

EXHIBIT 'C'

**GENERAL WARRANTY DEED
&
LEGAL DESCRIPTIONS**

20-00500001

EXHIBIT 'C'

Main Tract 33.02 Acres

TRACT ONE: A TRACT OF LAND IN THE SW1/4 OF THE NE1/4 OF SECTION 25, TOWNSHIP 23, RANGE 22, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 18 COMMERCE PARK NORTH AS PER THE RECORDED PLAT THEREOF IN PLAT BOOK 22 AT PAGE 51, TANEY COUNTY RECORDERS OFFICE, THENCE N66°54'27"W, 86.63 FEET; THENCE N00°00'45"W, 370.84 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SHEPHERD OF THE HILLS EXPRESSWAY; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE THROUGH A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 19°38'08", A RADIUS OF 650.00 FEET, A CHORD BEARING OF S85°50' 19"E, 222.76 FEET TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE S19°36'45"W, ALONG THE WEST LINE OF SAID LOT 18, 415.54 FEET TO THE POINT OF BEGINNING.

AND A TRACT OF LAND SITUATED IN THE SW1/4 OF THE NE1/4 AND THE E1/2 OF THE NW1/4 OF THE SE1/4, SECTION 25, TOWNSHIP 23N, RANGE 22W, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID, E1/2 NW1/4 SE1/4; THENCE N87°36'29"W, 684.39 FEET TO THE SOUTHWEST CORNER OF SAID E1/2 NW1/4 SE1/4; THENCE N00°00'17"W ALONG THE WEST LINE OF SAID E1/2 NW1/4 SE1/4 EXTENDED 1710.94 FEET; THENCE S67°20'26"E, 86.63 FEET TO THE SOUTHWEST CORNER OF LOT 18, COMMERCE PARK NORTH; THENCE CONTINUING S67°20'26"E, 439.96 FEET (S67°20'01"E, 440.00 FEET PLAT) ALONG THE SOUTHERLY LINE OF LOTS 18 AND 19 OF COMMERCE PARK NORTH; THENCE S59°02'19"E, ALONG THE SOUTHERLY LINE OF LOT 20, COMMERCE PARK NORTH, 277.22 FEET; THENCE S00°20'26"E, 74.73 FEET (S00°20'36"E, 74.72 FEET MEASURED) TO THE NORTHEAST CORNER OF SAID E1/2 NW1/4 SE1/4; THENCE S01°44'39"W, 1319.89 FEET TO THE POINT OF BEGINNING.

Small Tract near Motel

TRACT #1:

A TRACT OF LAND SITUATED IN THE SE1/4 OF THE NE1/4 OF SECTION 25, TOWNSHP 23 NORTH, RANGE 22 WEST, TANEY COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SE1/4 OF THE NE1/4 OF SAID SECTION 25; THENCE S88°14'19"E, ALONG THE SOUTH LINE OF SAID SE1/4 OF THE NE1/4, A DISTANCE OF 154.09 FEET; THENCE N16°53'46"E, LEAVING SAID SOUTH LINE, A DISTANCE OF 67.47 FEET, TO THE SOUTHEAST CORNER OF LOT 21, COMMERCE PARK NORTH AS RECORDED IN PLAT BOOK 22 AT PAGE 51; THENCE N84°57'49"W (MEASURED), N84°42'20"W (PLAT), A DISTANCE OF 175.16 FEET (MEASURED), 175.08 FEET (PLAT), TO THE SOUTHWEST CORNER OF SAID LOT 21; THENCE S00°39'04"E, A DISTANCE OF 75.20 FEET TO THE POINT OF BEGINNING; EXCEPT ANY PORTION LYING WITHIN ROADWAY.

Tract behind Lot 23

TRACT 2:

A TRACT OF LAND SITUATED IN THE SE1/4 OF THE NE1/4 OF SECTION 25, TOWNSHIP 23 NORTH, RANGE 22 WEST, TANEY COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SE1/4 OF THE NE1/4 OF SAID SECTION 25; THENCE S88°14'19"E, ALONG THE SOUTH LINE OF SAID SE1/4 OF THE NE1/4, A DISTANCE OF 333.77 FEET, FOR A NEW POINT OF BEGINNING; THENCE N22°50'56"E, LEAVING SAID SOUTH LINE, A DISTANCE OF 61.63 FEET, TO THE SOUTHWEST CORNER OF LOT 23, COMMERCE PARK NORTH AS RECORDED IN PLAT BOOK 22 AT PAGE 51; THENCE S85°52'09"E, (MEASURED), S84°42'20"E, (PLAT), A DISTANCE OF 211.30 FEET (MEASURED), 211.12 FEET (PLAT), TO THE SOUTHEAST CORNER OF SAID LOT 23; THENCE S24°09'00"W, A DISTANCE OF 52.75 FEET, TO THE SOUTH LINE OF SAID SE1/4 OF THE NE1/4; THENCE N88°14'19"W, ALONG SAID SOUTH LINE, A DISTANCE OF 213.20 FEET, TO THE NEW POINT OF BEGINNING, EXCEPT ANY PORTION LYING WITHIN ROADWAY.

Tracts on each side of Motley at cul-de-sac.

ALL OF LOTS 38, 39, 40 AND 41, BRANSON MEADOWS, PHASE II AS PER THE PLAT FILED IN PLAT SLIDE D AT PAGE 580, TANEY COUNTY RECORDERS OFFICE.

Tracts south of motel

ALL OF LOT 18, COMMERCE PARK NORTH AS PER THE PLAT RECORDED IN PLAT BOOK 22 AT PAGE 51, TANEY COUNTY RECORDERS OFFICE.

ALL OF LOT 19, COMMERCE PARK NORTH AS PER THE PLAT RECORDED IN PLAT BOOK 22 AT PAGE 51, TANEY COUNTY RECORDERS OFFICE.

ALL OF LOTS 20 AND 21, COMMERCE PARK NORTH AS PER THE PLAT RECORDED IN PLAT BOOK 22 AT PAGES 51 AND 52, RECORDS OF TANEY COUNTY, MISSOURI, AND THAT 80 FOOT TRACT OF LAND LYING BETWEEN LOTS 19 AND 20 AS SHOWN ON PLAT RECORDED IN PLAT BOOK 22 AT PAGES 51 AND 52.

EXHIBIT 'C' page 3

Tract adjacent to Motel

**ALL OF LOT 23, COMMERCE PARK NORTH, AS PER THE RECORDED
PLAT THEREOF, IN PLAT BOOK 22 AT PAGE 51, TANEY COUNTY
RECORDERS OFFICE, TANEY COUNTY, MISSOURI.**

20-00500001

EXHIBIT '2'

TRACT ONE: A TRACT OF LAND IN THE SW1/4 OF THE NE1/4 OF SECTION 25, TOWNSHIP 23, RANGE 22, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 18 COMMERCE PARK NORTH AS PER THE RECORDED PLAT THEREOF IN PLAT BOOK 22 AT PAGE 51, TANEY COUNTY RECORDERS OFFICE, THENCE N66°54'27"W, 86.63 FEET; THENCE N00°00'45"W, 370.84 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SHEPHERD OF THE HILLS EXPRESSWAY; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE THROUGH A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 19°38'08", A RADIUS OF 650.00 FEET, A CHORD BEARING OF S85°50'19"E, 222.76 FEET TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE S19°56'45"W, ALONG THE WEST LINE OF SAID LOT 18, 415.54 FEET TO THE POINT OF BEGINNING.

AND A TRACT OF LAND SITUATED IN THE SW1/4 OF THE NE1/4 AND THE E1/2 OF THE NW1/4 OF THE SE1/4, SECTION 25, TOWNSHIP 23N, RANGE 22W, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID E1/2 NW1/4 SE1/4; THENCE N87°36'29"W, 684.39 FEET TO THE SOUTHWEST CORNER OF SAID E1/2 NW1/4 SE1/4; THENCE N00°00'17"W ALONG THE WEST LINE OF SAID E1/2 NW1/4 SE1/4 EXTENDED 1710.94 FEET; THENCE S67°20'26"E, 86.63 FEET TO THE SOUTHWEST CORNER OF LOT 18, COMMERCE PARK NORTH; THENCE CONTINUING S67°20'26"E, 439.96 FEET (S67°20'01"E, 440.00 FEET PLAT) ALONG THE SOUTHERLY LINE OF LOTS 18 AND 19 OF COMMERCE PARK NORTH; THENCE S59°02'19"E, ALONG THE SOUTHERLY LINE OF LOT 20, COMMERCE PARK NORTH, 277.22 FEET; THENCE S00°20'26"E, 74.73 FEET (S00°20'36"E, 74.72 FEET MEASURED) TO THE NORTHEAST CORNER OF SAID E1/2 NW1/4 SE1/4; THENCE S01°44'39"W, 1319.89 FEET TO THE POINT OF BEGINNING.

AND

ALL OF LOT 18, COMMERCE PARK NORTH AS PER THE PLAT RECORDED IN PLAT BOOK 22 AT PAGE 51, TANEY COUNTY RECORDERS OFFICE.

AND

ALL OF LOT 19, COMMERCE PARK NORTH AS PER THE PLAT RECORDED IN PLAT BOOK 22 AT PAGE 51, TANEY COUNTY RECORDERS OFFICE.

AND

ALL OF LOTS 20 AND 21, COMMERCE PARK NORTH AS PER THE PLAT RECORDED IN PLAT BOOK 22 AT PAGES 51 AND 52, RECORDS OF TANEY COUNTY, MISSOURI, AND THAT 80 FOOT TRACT OF LAND LYING BETWEEN LOTS 19 AND 20 AS SHOWN ON PLAT RECORDED IN PLAT BOOK 22 AT PAGES 51 AND 52.

AND

TRACT ONE: A PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 23 NORTH, RANGE 22 WEST, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NE1/4 OF SAID SECTION 25; THENCE N87°42'41"W, ALONG THE SOUTH LINE OF SAID NE1/4, 1006.57 FEET TO A POINT OF BEGINNING; THENCE CONTINUING N87°42'41"W, 180.26 FEET; THENCE N18°03'35"E, 68.35 FEET TO THE SOUTHWEST CORNER OF LOT 22 OF COMMERCE PARK NORTH SUBDIVISION; THENCE S84°42'20"E, ALONG THE SOUTH LINE OF SAID LOT 22, 184.31 FEET TO THE SOUTHEAST CORNER OF SAID LOT 22; THENCE S24°00'45"W, 60.59 FEET TO THE POINT OF BEGINNING.

TRACT TWO: ALL OF LOT 22 IN COMMERCE PARK NORTH, A SUBDIVISION, AS PER PLAT RECORDED IN PLAT BOOK 22 AT PAGE 51, TANEY COUNTY RECORDERS OFFICE.

AND

ALL OF LOT 23, COMMERCE PARK NORTH, AS PER THE RECORDED PLAT THEREOF, IN PLAT BOOK 22 AT PAGE 51, TANEY COUNTY RECORDERS OFFICE, TANEY COUNTY, MISSOURI.

AND

TRACT #1:

A TRACT OF LAND SITUATED IN THE SE1/4 OF THE NE1/4 OF SECTION 25, TOWNSHIP 23 NORTH, RANGE 22 WEST, TANEY COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SE1/4 OF THE NE1/4 OF SAID SECTION 25; THENCE S88°14'19"E, ALONG THE SOUTH LINE OF SAID SE1/4 OF THE NE1/4, A DISTANCE OF 154.09 FEET; THENCE N16°53'46"E, LEAVING SAID SOUTH LINE, A DISTANCE OF 67.47 FEET, TO THE SOUTHEAST CORNER OF LOT 21, COMMERCE PARK NORTH AS RECORDED IN PLAT BOOK 22 AT PAGE 51; THENCE N84°57'49"W (MEASURED), N84°42'20"W (PLAT), A DISTANCE OF 175.16 FEET (MEASURED), 175.08 FEET (PLAT), TO THE SOUTHWEST CORNER OF SAID LOT 21; THENCE S00°39'04"E, A DISTANCE OF 75.20 FEET TO THE POINT OF BEGINNING; EXCEPT ANY PORTION LYING WITHIN ROADWAY.

TRACT 2:

A TRACT OF LAND SITUATED IN THE SE1/4 OF THE NE1/4 OF SECTION 25, TOWNSHIP 23 NORTH, RANGE 22 WEST, TANEY COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SE1/4 OF THE NE1/4 OF SAID SECTION 25; THENCE S88°14'19"E, ALONG THE SOUTH LINE OF SAID SE1/4 OF THE NE1/4, A DISTANCE OF 333.77 FEET, FOR A NEW POINT OF BEGINNING; THENCE N22°50'56"E, LEAVING SAID SOUTH LINE, A DISTANCE OF 61.63 FEET, TO THE SOUTHWEST CORNER OF LOT 23, COMMERCE PARK NORTH AS RECORDED IN PLAT BOOK 22 AT PAGE 51; THENCE S85°52'09"E, (MEASURED), S84°42'20"E, (PLAT), A DISTANCE OF 211.30 FEET (MEASURED), 211.12 FEET (PLAT), TO THE SOUTHEAST CORNER OF SAID LOT 23; THENCE S24°09'00"W, A DISTANCE OF 52.75 FEET, TO THE SOUTH LINE OF SAID SE1/4 OF THE NE1/4; THENCE N88°14'19"W, ALONG SAID SOUTH LINE, A DISTANCE OF 213.20 FEET, TO THE NEW POINT OF BEGINNING, EXCEPT ANY PORTION LYING WITHIN ROADWAY.

AND

ALL OF LOTS 38, 39, 40 AND 41, BRANSON MEADOWS, PHASE II AS PER THE PLAT FILED IN PLAT SLIDE D AT PAGE 580, TANEY COUNTY RECORDERS OFFICE.

STAFF REPORT

ITEM/SUBJECT: READING OF A BILL AUTHORIZING THE PURCHASE OF CELLULAR SERVICES AND PRODUCTS FROM VERIZON WIRELESS AND AUTHORIZING THE MAYOR TO EXECUTE THE DOCUMENTS RELATED THERETO.

INITIATED BY: IT DEPARTMENT

FIRST READING: MARCH 19, 2020

FINAL READING: MARCH 19, 2020

EXECUTIVE SUMMARY:

- The following agreement is to provide voice and data cellular communications. The city utilizes Verizon Wireless as its carrier via the Federal GSA contract. A cooperative purchasing agreement using the Federal GSA contract gives the city the benefits and purchasing power of a company with many thousands of cellular lines.
- The agreement can only be enacted in one-year blocks, but can be renewed or cancelled at any time.
- The pricing of each line can vary depending upon line type, included features, roaming/overage charges, and applicable taxes/fees/charges. This agreement allows the city to have up to 214 lines with an estimated yearly cost of \$108,000. If the city's future needs would exceed these numbers, it would require both a renewal of the funding document and approval by the Board of Aldermen.
- Due to recent CDC guidelines surrounding COVID-19, Staff is recommending this Bill be read on its' Final Reading.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
 Not Recommended
 Neutral/None



COMMUNITY PLAN 2030: W3.1

ATTACHED EXHIBITS:

BILL NO. 5804

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE PURCHASE OF CELLULAR SERVICES AND PRODUCTS FROM VERIZON WIRELESS AND AUTHORIZING THE MAYOR TO EXECUTE THE DOCUMENTS RELATED THERETO.

WHEREAS, The City of Branson wishes to purchase unlimited from Verizon Wireless in conjunction with a cooperative bid from General Services Administration (GSA) Federal Service; and

WHEREAS, this flexible purchasing power from Verizon Wireless has been recommended for approval by staff and the Board of Alderman desires to authorize the purchases.

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

Section 1: The Board of Aldermen hereby authorizes the execution of the purchase of cellular services and products from Verizon Wireless in the total annual amount not to exceed \$108,000.00 and authorizes the Mayor to execute the documents in substantially the form attached hereto as Exhibit "1" and other documents related thereto.

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

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

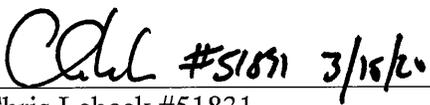
Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this _____ day of _____, 2020.

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk



Chris Lebeck #51831
City Attorney



CITY OF BRANSON MISSOURI
GSA-Federal Supply Schedule Purchase Order

Date:	February 14, 2020
Vendor:	Verizon Wireless
Vendor Address:	10170 Junction Drive Annapolis Junction, MD 20701
Vendor Email:	VZWFederal.Implementations@VerizonWireless.com
Phone:	1.800.561.6227
FAX:	1.866.227.4978
Authorized By:	By signing below, I certify that I am have legal authority to bind the listed government agency , that my agency is authorized to purchase under the GSA Federal Supply Schedule and that the use of all products/services purchased is for authorized government use. ANY RESELLING OF PRODUCTS/SERVICES PURCHASED UNDER THIS ORDER ARE STRICTLY PROHIBITED , as the contract and governing regulations require that all FSS purchases will be used for governmental purposes only and will not be resold for personal use. Agency Name: _____ Signature of Authorized Official: _____ Printed or typed name: Edd Akers _____ Printed or typed title: Mayor _____
Contact Information:	Email address: cforster@bransonmo.gov Phone number: 417-337-8599 FAX number: _____
Billing Information:	CITY OF BRANSON MISSOURI 110 W MADDUX ST BRANSON MO 65616 _____ _____
Payment Terms:	Net 30
Description of Goods/Services; Pricing:	Cellular service on the accounts listed below (or attached) totaling 214 units in accordance with the rate plans and terms and conditions now or in the future applicable to each of such lines pursuant to GSA Federal Supply Schedule Number GS-35F-0119P, Rate Plan(s): Various Equipment: Various
Term:	April 6, 2020 for 12 months through April 6, 2021 (month) (day) (#) (year)
Funds Authorized:	Monthly Access Fees for service on 214 Lines (Estimated) \$9,000.00 Equipment charge(s) on 214 Lines (Estimates) \$0 Total Access and Equipment Fees on 214 lines (Estimate) \$108,000.00 Plus applicable fees, taxes and charges
Contract #:	GSA Federal Supply Schedule Contract Number GS-35F-0119P, all terms and conditions are incorporated by reference.
Equipment (Open Market):	None of the equipment listed are products listed on GSA Federal Supply Schedule Contract No. GS-35F-0119P. All devices and/or accessories are "Open Market" items. Open Market
Miscellaneous:	Specify Phones, Delivery, Etc.: Account 0983223853-00001- ALL SUB LEVELS
Customer Acceptance:	Signature: _____ Date: _____

APPROVED AS TO FORM:

C. Akers #51821 2/14/20

City Attorney

For Verizon Wireless Internal use only: Approval: _____ Date: _____

STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING THE ENGAGEMENT LETTER WITH COCHRAN HEAD VICK & CO., P.C. PERTAINING TO AUDITING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: FINANCE DEPARTMENT

FIRST READING: MARCH 19, 2020

FINAL READING: MARCH 19, 2020

EXECUTIVE SUMMARY:

- Services provided by auditors are exempt under public competitive bidding requirements, however the department seeks to do due diligence to select the best auditing firm at the best rate/value. Therefore, the city advertised for proposals for auditing services due October 10, 2019. Four proposals were received.
- The city received proposals from the firms of KPM; Allen, Gibbs & Houlik; CliftonLarsonAllen; and Cochran, Head & Vick.
- The Board of Aldermen requested the lowest bidder to be engaged, therefore selecting Cochran Head Vick & Co., P.C. The contract is for \$49,700 for the audit of FY2019. The RFP stipulated the engagement would be for one year, renewable for four additional years with Board approval annually.
- Due to recent CDC guidelines surrounding COVID-19, Staff is recommending this Bill be read on its' Final Reading.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
 Not Recommended
 Neutral/None



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

ATTACHED EXHIBITS:

BILL NO. 5805

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE ENGAGEMENT LETTER WITH COCHRAN HEAD VICK & CO., P.C. PERTAINING TO AUDITING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson advertised for proposals for bids for auditing services for the City; and

WHEREAS, of the proposals received, Cochran Head Vick & Co., P.C. has been recommended for approval; and

WHEREAS, the Board of Aldermen desires to approve the contract for auditing services for fiscal year ending December 31, 2019.

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

Section 1: The Board of Aldermen hereby approves the Engagement Letter with Cochran Head Vick & Co., P.C. for auditing in the amount not to exceed \$49,700.00 and authorizes the Mayor to execute the contract in the form attached as Exhibit "1".

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

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

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

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

Cal #51831 3/16/20

Chris Lebeck #51831
City Attorney


COCHRAN HEAD VICK & CO., P.C.
& Co
Certified Public Accountants

March 10, 2020

1251 NW Briarcliff Pkwy
 Suite 125
 Kansas City, MO 64116
 (816) 453-7014
 Fax (816) 453-7016

Other Offices in
 Missouri and Kansas

Honorable Mayor and
 Members of the Board of Aldermen
 The City of Branson, Missouri
 110 W. Maddox Street
 Branson, Missouri 65616

We are pleased to confirm our understanding of the services we are to provide the City of Branson, Missouri (the City) for the year ended December 31, 2019. We will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Branson, Missouri as of and for the year ended December 31, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by accounting principles generally accepted in the United States of America and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedules of Funding Progress
- 3) Schedules of Changes in Net Pension Liability and Related Ratios
- 4) Schedule of Contributions
- 5) Schedule of Changes in the City's Total OPEB Liability and Related Ratios

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in

relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards, if applicable.
- 2) Combining and Individual Nonmajor Fund Financial Statements and Schedules
- 3) Schedules of Revenue, Expenditures and changes in Fund Balances – Budget and Actual

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- 1) Introductory and Statistical Sections

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), if applicable.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Honorable Mayor and Members of the Board of Aldermen of the City of Branson, Missouri. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting

documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review in March 2020.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report

copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Cochran Head Vick & Co., P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a Cognizant or Oversight Agency for Audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Cochran Head Vick & Co., P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to issue our reports no earlier than June 30, 2020 but no later than August 15, 2020. Mr. David Cochran, CPA is the Engagement Partner Pro-Tem and is responsible signing the reports or authorizing another individual to sign them. Mr. Michael Keenan, CPA is the Engagement Partner.

Our fee for these services will be \$49,700. This fee does not include the fee for a single audit. If a single audit is required, the fee for the audit of one major program is \$3,250. If additional major programs are required to be audited, our fees for each additional program will be \$2,000. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

For your reference, our most recent external peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it

Very truly yours,
COCHRAN HEAD VICK & CO., P.C.



Mr. David L. Cochran, CPA
For the Firm

RESPONSE:

This letter correctly sets forth the understanding of the City of Branson, Missouri.

By: _____

Title: MAYOR

Date: _____

APPROVED AS TO FORM:

CL #514) 7/1/7

City Attorney



TROUTT, BEEMAN & CO., P.C.

CERTIFIED PUBLIC ACCOUNTANTS

Report on the Firm's System of Quality Control

January 29, 2018

To the Owners of Cochran Head Vick & CO., P.C.
and the Peer Review Committee of the Missouri Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Cochran Head Vick & CO., P.C. (the firm) in effect for the year ended July 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

1212 LOCUST
PO BOX 160
HARRISONVILLE, MO 64701
PHONE: 816-380-5500
FAX: 816-380-2580

13470 S ARAPAHO, SUITE 190
PO BOX 4078
OLATHE, KS 66063
PHONE: 913-764-1922
FAX: 913-764-8062

WWW.TBCO.NET

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Cochran Head Vick & CO., P.C. in effect for the year ended July 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Cochran Head Vick & CO., P.C. has received a peer review rating of *pass*.

Trout, Beeman & Co., P.C.

TROUTT, BEEMAN & CO., P.C.
Harrisonville, Missouri



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL AMENDING CHAPTER 58 OF THE BRANSON MUNICIPAL CODE PERTAINING TO PUBLIC GATHERINGS.

INITIATED BY: EMERGENCY MANAGEMENT DIRECTOR | LEGAL DEPARTMENT

FIRST READING: MARCH 19, 2020

FINAL READING: MARCH 19, 2020

EXECUTIVE SUMMARY:

- This ordinance is designed to limit the spread of COVID-19 within the City of Branson by implementing social distancing and public gathering mandates set out by the CDC and other public health agencies.
- The authority for this ordinance is laid out in Section 79.380, RSMo which permits the Board of Aldermen to “make regulations and pass ordinances for the prevention of the introduction of contagious diseases in the city, and for the abatement of the same, and may make quarantine laws and enforce the same within five miles of the city.”
- This ordinance has the following components:
 - Prohibits public gatherings of 10 or more.
 - Allows businesses to remain open as long as they don’t exceed 25% of their occupant load in enclosed public places, which will have the effect of making sure appropriate social distance guidelines can be met.
 - Daycares and medical facilities are exempt from occupant load requirement.
- Violations of this ordinance carry a range of punishment of up to ninety days (90) in jail or up to a 500 dollar fine as set in the general penalty provision in Section 1-13 of the Branson Municipal Code.
- This ordinance will sunset when the emergency proclamation of the Mayor expires.
- Due to recent CDC guidelines surrounding COVID-19, Staff is recommending this Bill be read on its’ Final Reading.

FINANCIAL IMPACT:

- No impact/Not applicable
- Budgeted in the current year’s budget
- Other (see additional explanation)

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

SD

COMMUNITY PLAN 2030: C-1: Public Safety

ATTACHED EXHIBITS:

2
3
4 **AN ORDINANCE AMENDING CHAPTER 58 OF THE BRANSON MUNICIPAL CODE**
5 **PERTAINING TO PUBLIC GATHERINGS.**
6

7
8 **WHEREAS**, In December 2019, a new coronavirus known as SARS-CoV-2 was first detected in Wuhan,
9 Hubei Province, People’s Republic of China, causing outbreaks of the coronavirus disease (COVID-19) that
10 has now spread globally and into the United States; and

11
12 **WHEREAS**, COVID-19 is spread between people who are in close contact with one another (within about 6
13 feet) or through respiratory droplets produced when an infected person coughs or sneezes and as such
14 presents an imminent threat of widespread illness and a threat to public health and welfare; and

15
16 **WHEREAS**, on March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic;
17 and

18
19 **WHEREAS**, on March 13, 2020, President Donald Trump, under the Constitution and the laws of the
20 United States of America, including sections 201 and 301 of the National Emergencies Act (50 U.S.C. 1601
21 et seq.) and consistent with section 1135 of the Social Security Act (SSA), as amended (42 U.S.C. 1320b-5),
22 found and proclaimed that that the COVID-19 outbreak in the United States constitutes a national
23 emergency; and

24
25 **WHEREAS**, on March 13, 2020, Governor Mike Parsons, signed Executive Order 20-02 declaring a State of
26 Emergency in the State of Missouri in response to COVID-19; and

27
28 **WHEREAS**, COVID-19 has spread rapidly amongst the population of the United States with fifteen
29 reported cases in the State of Missouri as of 10:00 a.m. March 18, 2020 and four of those cases in Greene
30 County, Missouri; and

31
32 **WHEREAS**, the inevitability exists that COVID-19 will spread into Taney County and affect the health,
33 safety and welfare of the citizens of the City of Branson, Missouri; and

34
35 **WHEREAS**, on March 17, 2020, Mayor E. Edd Akers issued an emergency proclamation declaring a state
36 of emergency activating all of the rights, duties and responsibilities granted under the Missouri Civil Defense
37 Act and Chapter 34 of the Branson Municipal Code; and

38
39 **WHEREAS**, on March 16, 2020, President Donald Trump issued guidelines encouraging the public for the
40 next fifteen days to avoid social gatherings in groups of ten or more people and to avoid eating or drinking at
41 bars, restaurants, and food courts and instead use drive-thru, pickup or delivery options; and

42
43 **WHEREAS**, the Board of Aldermen “may make regulations and pass ordinances for the prevention of the
44 introduction of contagious diseases in the city, and for the abatement of the same, and may make quarantine
45 laws and enforce the same within five miles of the city” under Section 78.380 of the Missouri Revised
46 Statutes.

47
48 **NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF**
49 **BRANSON, MISSOURI, THE FOLLOWING:**
50

51 Section 1: It is the intention of the Board, and it is hereby ordained, that the provisions of this ordinance
52 shall become and be made a part of the Branson Municipal Code, and the sections of this
53 ordinance may be renumbered to accomplish such intention.
54

55 Section 2: That Chapter 58, Article I – *In General*; Chapter 58 – Article X – *Communicable Disease*;
56 Section 58-1 – *Definitions*; Section 58-386 – *Purpose*; Section 58-387 – *Public Gatherings* of
57 the Branson Municipal Code are hereby amended or added to read as follows:
58
59

60 **ARTICLE I. – IN GENERAL**

61 Sec. 58-1 – Definitions.

62
63 **Public gathering means for purposes of this Chapter only a planned or spontaneous event with a**
64 **number of people in attendance that could facilitate the spread of a communicable disease.**
65

66 **Enclosed public place means for purposes of this Chapter an enclosed area to which the public is**
67 **invited or in which the public is permitted, including but not limited to, banks, convention facilities,**
68 **enclosed common areas, enclosed shopping malls, hotels and motels, laundromats, museums, reception**
69 **areas, restaurants, retail establishments, retail stores, schools, spas, sports arenas, theaters, and**
70 **waiting rooms.**
71

72 **ARTICLE III- COMMUNICABLE DISEASE**

73
74 **Sec. 58-386 – Purpose.**

75
76 **This article is enacted to mandate restrictions on conduct to prevent the introduction and spread of**
77 **contagious diseases in the City.**
78

79 **Sec. 58-387– Public Gatherings.**

80
81 **(a) It is unlawful for any person to take part in or allow a public gathering of ten or more**
82 **people.**
83

84 **(b) It is unlawful for any person to operate an enclosed public place in a manner that exceeds**
85 **twenty-five percent of the established occupant load of the enclosed public space.**
86

87 **(c) This section is not applicable to day care facilities, health care facilities, hospitals, medical**
88 **and dental offices and clinics as defined in Sec. 94-5.**
89

90
91 NOTE: LANGUAGE WHICH IS **BOLD, UNDERLINED** HAS BEEN ADDED; LANGUAGE WHICH
92 IS [~~BRACKETED, STRICKEN~~] HAS BEEN REMOVED.
93

94 Section 3: This ordinance shall be in full force and effect after its passage by the Board of Aldermen and
95 approval by the Mayor and remain in effect until the Emergency Proclamation of the City of
96 Branson signed by the Mayor on March 17, 2020 expires.
97

98 Read, this first time on this _____ day of _____, 2020.
99

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

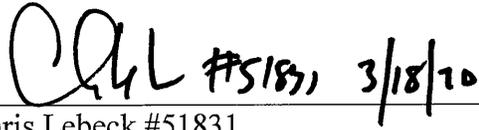
02
03
04
05
06
07
08
09
10
11
12
13
14

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk



Chris Lebeck #51831
City Attorney



STAFF REPORT

ITEM/SUBJECT: A RESOLUTION ENCOURAGING THE CITIZENS OF THE CITY OF BRANSON TO IMPLEMENT THE MITIGATION STRATEGIES LAID OUT BY THE CENTERS FOR DISEASE CONTROL AND THE NATIONAL INSTITUTE OF HEALTH

INITIATED BY: EMERGENCY MANAGEMENT DIRECTOR | LEGAL DEPARTMENT

DATE: MARCH 19, 2020

EXECUTIVE SUMMARY:

- The Centers for Disease Control and the National Institute of Health have both released guidelines and strategies to mitigate the spread of COVID-19.
- The Board of Aldermen “may make regulations and pass ordinances for the prevention of the introduction of contagious diseases in the city, and for the abatement of the same, and may make quarantine laws and enforce the same within five miles of the city” under Section 78.380 of the Missouri Revised Statutes.
- These guidelines are recommendations and mandates before the Board of Aldermen will aid in mitigating the spread of COVID-19.
- City staff encourage all citizens to follow these guidelines.

FINANCIAL IMPACT:

- No impact/Not applicable
- Budgeted in the current year’s budget
- Other (see additional explanation)

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: C-1: Public Safety

ATTACHED EXHIBITS:

A handwritten signature in black ink, appearing to be the initials "JD" or similar, enclosed in a circular scribble.

A RESOLUTION ENCOURAGING THE CITIZENS OF THE CITY OF BRANSON TO IMPLEMENT THE MITIGATION STRATEGIES LAID OUT BY THE CENTERS FOR DISEASE CONTROL AND THE NATIONAL INSTITUTE OF HEALTH.

WHEREAS, In December 2019, a new coronavirus known as SARS-CoV-2 was first detected in Wuhan, Hubei Province, People’s Republic of China, causing outbreaks of the coronavirus disease (COVID-19) that has now spread globally and into the United States; and

WHEREAS, COVID-19 is spread between people who are in close contact with one another (within about 6 feet) or through respiratory droplets produced when an infected person coughs or sneezes and as such presents an imminent threat of widespread illness and a threat to public health and welfare; and

WHEREAS, on March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic; and

WHEREAS, on March 13, 2020, President Donald Trump, found and proclaimed that that the COVID-19 outbreak in the United States constitutes a national emergency; and

WHEREAS, on March 13, 2020, Governor Mike Parsons, signed Executive Order 20-02 declaring a state of emergency in the state of Missouri in response to COVID-19; and

WHEREAS, COVID-19 has spread rapidly amongst the population of the United States with fifteen reported cases in the State of Missouri as of 10:00am March 18, 2020 and four of those cases in Greene County, Missouri; and

WHEREAS, the inevitability exists that COVID-19 will spread into Taney County and affect the health, safety and welfare of the citizens of the City of Branson, Missouri; and

WHEREAS, on March 17, 2020, Mayor E. Edd Akers issued an emergency proclamation declaring a state of emergency activating all of the rights, duties and responsibilities granted under the Missouri Civil Defense Act and Chapter 34 of the Branson Municipal Code; and

WHEREAS, the Centers for Disease Control and the National Institute of Health have both released guidelines and strategies to mitigate the spread of COVID-19.

WHEREAS, the Board of Aldermen “may make regulations and pass ordinances for the prevention of the introduction of contagious diseases in the city, and for the abatement of the same, and may make quarantine laws and enforce the same within five miles of the city” under Section 78.380 of the Missouri Revised Statutes.

WHEREAS, the Board of Aldermen therefore desire to encourage the citizens of Branson to follow the mitigation strategies laid out by the Centers for Disease Control and the National Institute of Health.

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

- Section 1: The Board of Aldermen of the City of Branson, Missouri hereby adopts the mitigation strategies laid out by the centers for disease control, attached hereto as Exhibit "1", and the Board authorizes the City to actively encourage and educate on these strategies on behalf of the City of Branson to the public, the local business community and any other member of the community impacted by COVID-19.
- Section 2: The Board of Aldermen of the City of Branson, Missouri further recommends the general public adhere to the recommendations, attached hereto as Exhibit "2", to help mitigate the transmission of COVID-19 in the Branson community.
- Section 3: The Board of Aldermen further realize that the recommendations may change as more information is learned about the transmission and mitigation of COVID-19 and authorize the City to further encourage and educate on new strategies as they become available at: <https://www.nih.gov/health-information/coronavirus> and <https://www.cdc.gov/coronavirus/2019-nCoV/index.html>.
- Section 4: This Resolution shall be in full force and effect from and after its passage and approval by the Board of Aldermen.

ADOPTED by the Board of Aldermen of the City of Branson, Missouri, this the _____ day of _____, 2020.

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K. Westfall
City Clerk

CALL #51831 3/18/20

Chris Lebeck #51831
City Attorney

Implementation of Mitigation Strategies for Communities with Local COVID-19 Transmission

Background

When a novel virus with pandemic potential emerges, nonpharmaceutical interventions, which will be called community mitigation strategies in this document, often are the most readily available interventions to help slow transmission of the virus in communities. Community mitigation is a set of actions that persons and communities can take to help slow the spread of respiratory virus infections. Community mitigation is especially important before a vaccine or drug becomes widely available.

The following is a framework for actions which local and state health departments can recommend in their community to both prepare for and mitigate community transmission of COVID-19 in the United States. Selection and implementation of these actions should be guided by the local characteristics of disease transmission, demographics, and public health and healthcare system capacity.

Goals

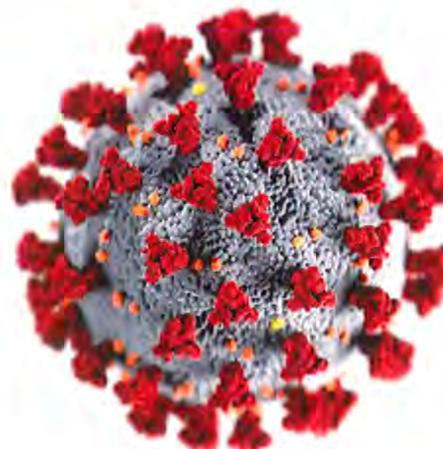
The goals for using mitigation strategies in communities with local COVID-19 transmission are to slow the transmission of disease and in particular to protect:

- Individuals at increased risk for severe illness, including older adults and persons of any age with underlying health conditions (See Appendix A)
- The healthcare and critical infrastructure workforces

These approaches are used to minimize morbidity and mortality and the social and economic impacts of COVID-19. Individuals, communities, businesses, and healthcare organizations are all part of a community mitigation strategy. These strategies should be implemented to prepare for and when there is evidence of community transmission. Signals of ongoing community transmission may include detection of confirmed cases of COVID-19 with no epidemiologic link to travelers or known cases, or more than three generations of transmission.

Implementation is based on:

- Emphasizing individual responsibility for implementing recommended personal-level actions
- Empowering businesses, schools, and community organizations to implement recommended actions, particularly in ways that protect persons at increased risk of severe illness
- Focusing on settings that provide critical infrastructure or services to individuals at increased risk of severe illness
- Minimizing disruptions to daily life to the extent possible



Guiding principles

- Each community is unique, and appropriate mitigation strategies will vary based on the level of community transmission, characteristics of the community and their populations, and the local capacity to implement strategies (Table 1).
- Consider all aspects of a community that might be impacted, including populations most vulnerable to severe illness and those that may be more impacted socially or economically, and select appropriate actions.
- Mitigation strategies can be scaled up or down depending on the evolving local situation.
- When developing mitigation plans, communities should identify ways to ensure the safety and social well-being of groups that may be especially impacted by mitigation strategies, including individuals at increased risk for severe illness.
- Activation of community emergency plans is critical for the implementation of mitigation strategies. These plans may provide additional authorities and coordination needed for interventions to be implemented (Table 2).
- Activities in Table 2 may be implemented at any time regardless of the level of community transmission based on guidance on from local and state health officials.
- The level of activities implemented may vary across the settings described in Table 2 (e.g., they may be at a minimal/moderate level for one setting and at a substantial level for another setting in order to meet community response needs).
- Depending on the level of community spread, local and state public health departments may need to implement mitigation strategies for public health functions to identify cases and conduct contact tracing (Table 3). When applied, community mitigation efforts may help facilitate public health activities like contact tracing



Table 1. Local Factors to Consider for Determining Mitigation Strategies

Factor	Characteristics
Epidemiology	<ul style="list-style-type: none">• Level of community transmission (see Table 3)• Number and type of outbreaks (e.g., nursing homes, schools, etc.)• Impact of the outbreaks on delivery of healthcare or other critical infrastructure or services• Epidemiology in surrounding jurisdictions
Community Characteristics	<ul style="list-style-type: none">• Size of community and population density• Level of community engagement/support• Size and characteristics of vulnerable populations• Access to healthcare• Transportation (e.g., public, walking)• Planned large events• Relationship of community to other communities (e.g., transportation hub, tourist destination, etc.)
Healthcare capacity	<ul style="list-style-type: none">• Healthcare workforce• Number of healthcare facilities (including ancillary healthcare facilities)• Testing capacity• Intensive care capacity• Availability of personal protective equipment (PPE)
Public health capacity	<ul style="list-style-type: none">• Public health workforce and availability of resources to implement strategies• Available support from other state/local government agencies and partner organizations

Table 2. Community mitigation strategies by setting and by level of community transmission or impact of COVID-19

Factor	Potential mitigation activities according to level of community transmission or impact of COVID-19 by setting		
	None to Minimal	Minimal to moderate	Substantial
<p>Individuals and Families at Home</p> <p>“What you can do to prepare, if you or a family member gets ill, or if your community experiences spread of COVID-19”</p>	<ul style="list-style-type: none"> • Know where to find local information on COVID-19 and local trends of COVID-19 cases. • Know the signs and symptoms of COVID-19 and what to do if symptomatic: <ul style="list-style-type: none"> » Stay home when you are sick » Call your health care provider’s office in advance of a visit » Limit movement in the community » Limit visitors • Know what additional measures those at high-risk and who are vulnerable should take. • Implement personal protective measures (e.g., stay home when sick, handwashing, respiratory etiquette, clean frequently touched surfaces daily). • Create a household plan of action in case of illness in the household or disruption of daily activities due to COVID-19 in the community. <ul style="list-style-type: none"> » Consider 2-week supply of prescription and over the counter medications, food and other essentials. Know how to get food delivered if possible. » Establish ways to communicate with others (e.g., family, friends, co-workers). » Establish plans to telework, what to do about childcare needs, how to adapt to cancellation of events. • Know about emergency operations plans for schools/workplaces of household members. 	<ul style="list-style-type: none"> • Continue to monitor local information about COVID-19 in your community. • Continue to practice personal protective measures. • Continue to put household plan into action. • Individuals at increased risk of severe illness should consider staying at home and avoiding gatherings or other situations of potential exposures, including travel. 	<ul style="list-style-type: none"> • Continue to monitor local information. • Continue to practice personal protective measures. • Continue to put household plan into place. • All individuals should limit community movement and adapt to disruptions in routine activities (e.g., school and/or work closures) according to guidance from local officials.

Factor	Potential mitigation activities according to level of community transmission or impact of COVID-19 by setting		
	None to Minimal	Minimal to moderate	Substantial
Schools/childcare "What childcare facilities, K-12 schools, and colleges and universities can do to prepare for COVID-19, if the school or facility has cases of COVID-19, or if the community is experiencing spread of COVID-19"	<ul style="list-style-type: none"> • Know where to find local information on COVID-19 and local trends of COVID-19 cases. • Know the signs and symptoms of COVID-19 and what to do if students or staff become symptomatic at school/childcare site. • Review and update emergency operations plan (including implementation of social distancing measures, distance learning if feasible) or develop plan if one is not available. • Evaluate whether there are students or staff who are at increased risk of severe illness and develop plans for them to continue to work or receive educational services if there is moderate levels of COVID-19 transmission or impact. <ul style="list-style-type: none"> » Parents of children at increased risk for severe illness should discuss with their health care provider whether those students should stay home in case of school or community spread. » Staff at increased risk for severe illness should have a plan to stay home if there are school-based cases or community spread. • Encourage staff and students to stay home when sick and notify school administrators of illness (schools should provide non-punitive sick leave options to allow staff to stay home when ill). • Encourage personal protective measures among staff/students (e.g., stay home when sick, handwashing, respiratory etiquette). • Clean and disinfect frequently touched surfaces daily. • Ensure hand hygiene supplies are readily available in buildings. 	<ul style="list-style-type: none"> • Implement social distancing measures: <ul style="list-style-type: none"> » Reduce the frequency of large gatherings (e.g., assemblies), and limit the number of attendees per gathering. » Alter schedules to reduce mixing (e.g., stagger recess, entry/dismissal times) » Limit inter-school interactions » Consider distance or e-learning in some settings • Consider regular health checks (e.g., temperature and respiratory symptom screening) of students, staff, and visitors (if feasible). • Short-term dismissals for school and extracurricular activities as needed (e.g., if cases in staff/students) for cleaning and contact tracing. • Students at increased risk of severe illness should consider implementing individual plans for distance learning, e-learning. 	<ul style="list-style-type: none"> • Broader and/or longer-term school dismissals, either as a preventive measure or because of staff and/or student absenteeism. • Cancellation of school-associated congregations, particularly those with participation of high-risk individuals. • Implement distance learning if feasible.

Factor	Potential mitigation activities according to level of community transmission or impact of COVID-19 by setting		
	None to Minimal	Minimal to moderate	Substantial
<p>Assisted living facilities, senior living facilities and adult day programs</p> <p>“What facilities can do to prepare for COVID-19, if the facility has cases of COVID-19, or if the community is experiencing spread of COVID-19”</p>	<ul style="list-style-type: none"> • Know where to find local information on COVID-19. • Know the signs and symptoms of COVID-19 and what to do if clients/residents or staff become symptomatic. • Review and update emergency operations plan (including implementation of social distancing measures) or develop a plan if one is not available. • Encourage personal protective measures among staff, residents and clients who live elsewhere (e.g., stay home or in residences when sick, handwashing, respiratory etiquette). • Clean frequently touched surfaces daily. • Ensure hand hygiene supplies are readily available in all buildings. 	<ul style="list-style-type: none"> • Implement social distancing measures: <ul style="list-style-type: none"> » Reduce large gatherings (e.g., group social events) » Alter schedules to reduce mixing (e.g., stagger meal, activity, arrival/departure times) » Limit programs with external staff » Consider having residents stay in facility and limit exposure to the general community » Limit visitors, implement screening • Temperature and respiratory symptom screening of attendees, staff, and visitors. • Short-term closures as needed (e.g., if cases in staff, residents or clients who live elsewhere) for cleaning and contact tracing. 	<ul style="list-style-type: none"> • Longer-term closure or quarantine of facility. • Restrict or limit visitor access (e.g., maximum of 1 per day).

Factor	Potential mitigation activities according to level of community transmission or impact of COVID-19 by setting		
	None to Minimal	Minimal to moderate	Substantial
<p>Workplace</p> <p>“What workplaces can do to prepare for COVID-19, if the workplace has cases of COVID-19, or if the community is experiencing spread of COVID-19”</p>	<ul style="list-style-type: none"> • Know where to find local information on COVID-19 and local trends of COVID-19 cases. • Know the signs and symptoms of COVID-19 and what to do if staff become symptomatic at the worksite. • Review, update, or develop workplace plans to include: <ul style="list-style-type: none"> » Liberal leave and telework policies » Consider 7-day leave policies for people with COVID-19 symptoms » Consider alternate team approaches for work schedules. • Encourage employees to stay home and notify workplace administrators when sick (workplaces should provide non-punitive sick leave options to allow staff to stay home when ill). • Encourage personal protective measures among staff (e.g., stay home when sick, handwashing, respiratory etiquette). • Clean and disinfect frequently touched surfaces daily. • Ensure hand hygiene supplies are readily available in building. 	<ul style="list-style-type: none"> • Encourage staff to telework (when feasible), particularly individuals at increased risk of severe illness. • Implement social distancing measures: <ul style="list-style-type: none"> » Increasing physical space between workers at the worksite » Staggering work schedules » Decreasing social contacts in the workplace (e.g., limit in-person meetings, meeting for lunch in a break room, etc.) • Limit large work-related gatherings (e.g., staff meetings, after-work functions). • Limit non-essential work travel. • Consider regular health checks (e.g., temperature and respiratory symptom screening) of staff and visitors entering buildings (if feasible). 	<ul style="list-style-type: none"> • Implement extended telework arrangements (when feasible). • Ensure flexible leave policies for staff who need to stay home due to school/childcare dismissals. • Cancel non-essential work travel. • Cancel work-sponsored conferences, tradeshows, etc.

Factor	Potential mitigation activities according to level of community transmission or impact of COVID-19 by setting		
	None to Minimal	Minimal to moderate	Substantial
<p>Community and faith-based organizations</p> <p>“What organizations can do to prepare for COVID-19, if the organizations has cases of COVID-19, or if the community is experiencing spread of COVID-19”</p>	<ul style="list-style-type: none"> • Know where to find local information on COVID-19 and local trends of COVID-19 cases. • Know the signs and symptoms of COVID-19 and what to do if organization members/staff become symptomatic. • Identify safe ways to serve those that are at high risk or vulnerable (outreach, assistance, etc.). • Review, update, or develop emergency plans for the organization, especially consideration for individuals at increased risk of severe illness. • Encourage staff and members to stay home and notify organization administrators of illness when sick. • Encourage personal protective measures among organization/members and staff (e.g., stay home when sick, handwashing, respiratory etiquette). • Clean frequently touched surfaces at organization gathering points daily. • Ensure hand hygiene supplies are readily available in building. 	<ul style="list-style-type: none"> • Implement social distancing measures: <ul style="list-style-type: none"> » Reduce activities (e.g., group congregation, religious services), especially for organizations with individuals at increased risk of severe illness. » Consider offering video/audio of events. • Determine ways to continue providing support services to individuals at increased risk of severe disease (services, meals, checking in) while limiting group settings and exposures. • Cancel large gatherings (e.g., >250 people, though threshold is at the discretion of the community) or move to smaller groupings. • For organizations that serve high-risk populations, cancel gatherings of more than 10 people. 	<ul style="list-style-type: none"> • Cancel community and faith-based gatherings of any size.

Factor	Potential mitigation activities according to level of community transmission or impact of COVID-19 by setting		
	None to Minimal	Minimal to moderate	Substantial
<p>Healthcare settings and healthcare provider (includes outpatient, nursing homes/long-term care facilities, inpatient, telehealth)</p> <p>“What healthcare settings including nursing homes/ long-term care facilities, can do to prepare for COVID-19, if the facilities has cases of COVID-19, or if the community is experiencing spread of COVID-19”</p>	<ul style="list-style-type: none"> • Provide healthcare personnel (HCP), including staff at nursing homes and long-term care facilities) and systems with tools and guidance needed to support their decisions to care for patients at home (or in nursing homes/long-term care facilities). • Develop systems for phone triage and telemedicine to reduce unnecessary healthcare visits. • Assess facility infection control programs; assess personal protective equipment (PPE) supplies and optimize PPE use. • Assess plans for monitoring of HCP and plans for increasing numbers of HCP if needed. • Assess visitor policies. • Assess HCP sick leave policies (healthcare facilities should provide non-punitive sick leave options to allow HCP to stay home when ill). • Encourage HCP to stay home and notify healthcare facility administrators when sick. • In conjunction with local health department, identify exposed HCP, and implement recommended monitoring and work restrictions. • Implement triage prior to entering facilities to rapidly identify and isolate patients with respiratory illness (e.g., phone triage before patient arrival, triage upon arrival). 	<ul style="list-style-type: none"> • Implement changes to visitor policies to further limit exposures to HCP, residents, and patients. Changes could include temperature/ symptom checks for visitors, limiting visitor movement in the facility, etc. • Implement triage before entering facilities (e.g., parking lot triage, front door), phone triage, and telemedicine to limit unnecessary healthcare visits. • Actively monitor absenteeism and respiratory illness among HCP and patients. • Actively monitor PPE supplies. • Establish processes to evaluate and test large numbers of patients and HCP with respiratory symptoms (e.g., designated clinic, surge tent). • Consider allowing asymptomatic exposed HCP to work while wearing a facemask. • Begin to cross train HCP for working in other units in anticipation of staffing shortages. 	<ul style="list-style-type: none"> • Restrict or limit visitors (e.g., maximum of 1 per day) to reduce facility-based transmission. • Identify areas of operations that may be subject to alternative standards of care and implement necessary changes (e.g., allowing mildly symptomatic HCP to work while wearing a facemask). • Cancel elective and non-urgent procedures • Establish cohort units or facilities for large numbers of patients. • Consider requiring all HCP to wear a facemask when in the facility depending on supply.

Table 3. Potential mitigation strategies for public health functions

Public health control activities by level of COVID-19 community transmission		
None to Minimal	Minimal to Moderate	Substantial
<p>Evidence of isolated cases or limited community transmission, case investigations underway, no evidence of exposure in large communal setting, e.g., healthcare facility, school, mass gathering.</p>	<p>Widespread and/or sustained transmission with high likelihood or confirmed exposure within communal settings with potential for rapid increase in suspected cases.</p>	<p>Large scale community transmission, healthcare staffing significantly impacted, multiple cases within communal settings like healthcare facilities, schools, mass gatherings etc.</p>
<ul style="list-style-type: none"> • Continue contact tracing, monitor and observe contacts as advised in guidance to maximize containment around cases. • Isolation of confirmed COVID-19 cases until no longer considered infectious according to guidance. • For asymptomatic close contacts exposed to a confirmed COVID-19 case, consideration of movement restrictions based on risk level, social distancing. • Monitoring close contacts should be done by jurisdictions to the extent feasible based on local priorities and resources. • Encourage HCP to develop phone triage and telemedicine practices. • Test individuals with signs and symptoms compatible with COVID-19. • Determine methods to streamline contact tracing through simplified data collection and surge if needed (resources including staffing through colleges and other first responders, technology etc.). 	<ul style="list-style-type: none"> • May reduce contact tracing if resources dictate, prioritizing to those in high-risk settings (e.g., healthcare professionals or high-risk settings based on vulnerable populations or critical infrastructure). • Encourage HCP to more strictly implement phone triage and telemedicine practices. • Continue COVID-19 testing of symptomatic persons; however, if testing capacity limited, prioritize testing of high-risk individuals. 	<ul style="list-style-type: none"> • May reduce contact tracing if resources dictate, prioritizing to those in high-risk settings (e.g., healthcare professionals or high-risk settings based on vulnerable populations or critical infrastructure). • Encourage HCP to more strictly implement phone triage and telemedicine practices. • Continue COVID-19 testing of symptomatic persons; however, if testing capacity limited, prioritize testing of high-risk individuals.

Appendix A: Underlying medical conditions that may increase the risk of serious COVID-19 for individuals of any age.

- **Blood disorders** (e.g., sickle cell disease or on blood thinners)
- **Chronic kidney disease** as defined by your doctor. Patient has been told to avoid or reduce the dose of medications because kidney disease, or is under treatment for kidney disease, including receiving dialysis
- **Chronic liver disease** as defined by your doctor. (e.g., cirrhosis, chronic hepatitis) Patient has been told to avoid or reduce the dose of medications because liver disease or is under treatment for liver disease.
- **Compromised immune system (immunosuppression)** (e.g., seeing a doctor for cancer and treatment such as chemotherapy or radiation, received an organ or bone marrow transplant, taking high doses of corticosteroids or other immunosuppressant medications, HIV or AIDS)
- **Current or recent pregnancy** in the last two weeks
- **Endocrine disorders** (e.g., diabetes mellitus)
- **Metabolic disorders** (such as inherited metabolic disorders and mitochondrial disorders)
- **Heart disease** (such as congenital heart disease, congestive heart failure and coronary artery disease)
- **Lung disease** including asthma or chronic obstructive pulmonary disease (chronic bronchitis or emphysema) or other chronic conditions associated with impaired lung function or that require home oxygen
- **Neurological and neurologic and neurodevelopment conditions** [including disorders of the brain, spinal cord, peripheral nerve, and muscle such as cerebral palsy, epilepsy (seizure disorders), stroke, intellectual disability, moderate to severe developmental delay, muscular dystrophy, or spinal cord injury].



COVID-19 GUIDELINES

FOR THE GENERAL PUBLIC:

1. Even if you are not ill, avoid visiting hospitals, long term care facilities or nursing homes to the extent possible. If you do need to visit one of these facilities limit your time, there and keep 6 feet away from patients.
2. Do not go to the emergency room unless essential. Emergency rooms need to be able to serve those with the most critical needs. If you have symptoms like cough, fever, or other respiratory problems, contact your regular doctor first.
3. Stay home when sick.
4. Practice excellent personal hygiene habits, including washing your hands with soap and water frequently, coughing into a tissue or your elbow, and avoid touching your eyes, nose, or mouth.
5. Stay away from people who are ill, especially if you are at higher risk for coronavirus.
6. Clean frequently touched surfaces and objects (like doorknobs and light switches). Regular household cleaners are effective.
7. Avoid touching your eyes, nose, and mouth unless you've just washed your hands.
8. Get plenty of rest, drink plenty of fluids, eat healthy foods, and manage your stress to keep your immunity strong.
9. Stay informed. Information is changing frequently. Check www.coronavirus.gov for additional information.

IN THE WORKPLACE:

Employers should take steps to make it more feasible for their employees to work in ways that minimize close contact with large numbers of people.

Employers should:

1. Maximize telecommuting options for as many employees as possible.
2. Urge employees to stay home when they are sick and maximize flexibility in sick leave benefits.
3. Consider staggering start and end times to reduce large numbers of people coming together at the same time.



STAFF REPORT

ITEM/SUBJECT: CANCELLING OF 2020 BOARD OF ALDERMEN MEETINGS.

INITIATED BY: ADMINISTRATION

DATE: MARCH 19, 2020

EXECUTIVE SUMMARY:

- The following meetings need to be cancelled:
March 24, 2020 - Regular Meeting
April 14, 2020 - Regular Meeting
April 28, 2020 - Regular Meeting

FINANCIAL IMPACT:

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

COMMUNITY PLAN 2030: G-3: Transparency.

ATTACHED EXHIBITS:

STAFF RECOMMENDATION:

- Recommended
 Not Recommended
 Neutral/None

A handwritten signature in black ink, appearing to be "J. D.", enclosed in a circle.