

== NOTICE OF MEETING ==

BOARD OF ALDERMEN

Regular Meeting – Tuesday, May 12, 2020 – 6:00 p.m.
Council Chambers – Branson City Hall – 110 W. Maddux

AGENDA

In accordance with current Missouri Department of Health and Senior Services guidelines regarding public gatherings and social distancing, physical attendance will be limited inside the Council Chambers to 37 people. The public may view and listen to the meeting through the City of Branson's website.

www.bransonmo.gov / view & listen to meeting link: <http://bransonmo.gov/livestream>
livestreamed on the @BransonCity "City of Branson Government" Facebook page.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION:

- Ted Martin

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 19, 2020 Special Meeting**
 - b) **March 23, 2020 Emergency Meeting**
- 2) **Acknowledge Receipt of Minutes:**
 - a) **Planning Commission Study Session of March 3, 2020**
 - b) **Planning Commission Regular Meeting of March 3, 2020**

REGULAR:

- 3) **Final Reading of Bill No. 5782 approving the Annexation of the property located at 3855 Fall Creek Road. (Postponed during the March 19, 2020 Regular Meeting)**
- 4) **Presentation of the 2020 Financial Update.**

- 5) **First Reading of Bill No. 5809 approving the renewal of the contract with Online Solutions LLC d/b/a Citizenserve for a land management software solution and authorizing the Mayor to execute the contract.**
- 6) **First Reading of Bill No. 5810 approving the renewal of the contract with Arvest Bank for purchase card services and authorizing the Mayor to execute the contract.**
- 7) **First Reading of Bill No. 5811 approving the renewal of the contract with Central Bank for banking services and authorizing the Mayor to execute the contract.**
- 8) **First Reading of Bill No. 5812 approving an Intergovernmental Agreement between Taney County and the City of Branson to allow the County to provide funding toward the cost of the City's Planned 2020 Sewer System Improvements and authorizing the Mayor to execute the contract.**
- 9) **First Reading of Bill No. 5813 accepting the proposal of Gulf State Distributors, Inc. to provide ammunition and authorizing the Mayor to execute the contract.**
- 10) **First Reading of Bill No. 5814 approving the renewal of the Memorandum of Understanding between the Missouri Department of Public Safety pertaining to the Law Enforcement Support Office Program and authorizing the Mayor to execute the agreement.**
- 11) **First Reading of Bill No. 5815 accepting the proposal of Under the Wire, LLC pertaining to traffic signal maintenance services for the City and authorizing the Mayor to execute the contract.**
- 12) **First Reading of Bill No. 5816 accepting the proposal of All Sealed Up Sealing and Striping, LLC pertaining to the asphalt seal and striping Ball Parks of America parking lot and authorizing the Mayor to execute the contract.**
- 13) **First Reading of Bill No. 5817 approving a Second Amendment to the contract with Stoneridge Carpet, Inc. d/b/a Stoneridge Flooring Design pertaining to carpet replacement and authorizing the Mayor to execute the contract.**
- 14) **First Reading of Bill No. 5818 approving the Sale of Real Estate to Rodriguez Real Estate Investment LLC and authorizing the Mayor to execute the contract.**
- 15) **First Reading of Bill No. 5819 approving the 2020-2021 Property/Liability and Workers' Compensation Insurance Coverage and premiums paid to Connell Insurance, Inc. with Property/Liability Coverage through Tokio Marine HCC (HCC), and Workers' Compensation Coverage through Missouri Employers Mutual Insurance Company (MEM) for the City of Branson and authorizing the Mayor to execute the document related thereto.**

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MINUTES

THE SPECIAL MEETING OF THE
BOARD OF ALDERMEN
CITY OF BRANSON, MISSOURI
March 19, 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 19, 2020, at 6:00 p.m. Mayor Akers called the meeting to order with the "Pledge of Allegiance" and Jamie Rouch gave the invocation.

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.

ANNOUNCEMENT

IT Director Chad Forster made an announcement regarding the audio livestreaming of the meeting. He explained if the load of individuals listening live is significant, there's a chance the livestream could go down. He hopes this doesn't happen and noted the IT Department will do its best to keep it online and available.

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 point 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 and the Board starts their discussion, no additional comments will be taken from the audience. Please remember to speak into the mic and state your name and address for the record. Please seek to follow our five minute guideline as you speak and then as a special for the Aldermen, if there's someone they want to call back for clarity, we have a five minute limit on that timeframe also.

PUBLIC COMMENT

Brian Seitz, 1805 Miller Drive, Branson, Missouri, introduced himself as a candidate for State Representative in the 156th District and said he appreciates the difficult decisions put before City leadership. During times of crisis, the fortitude of leaders is tested and he's confident any decisions the Board makes going forward will be a result of both research and reasoned, logical analysis. He encouraged the Board to take into consideration both individual liberty and the common good when making these difficult decisions. He feels limits on individual liberty should only be put in place as an emergency last resort and he knows the Board will consider this when making decisions. He expressed those around the country who visit Branson should know Branson will be back, ready and excited to welcome them back to the tourist town with open arms. Mr. Seitz explained Branson must deal with the current situation while still planning for a bright future.

Stanley Merriman, 1017 Creekwood Road, Merriam Woods, Missouri, said he's here to speak about the hotel he manages and provide the Board with information concerning how COVID-19 has affected his business. He reported yesterday morning he had to make the toughest decision he's had to make as a general manager in the hospitality industry. He explained his decision is by no means a knee jerk reaction, but based upon hours of research, financial data analysis, CDC recommendations concerning social distancing and lots of prayer for wisdom and strength. He announced the Baymont by Wyndham Branson Theatre District will be voluntarily and temporarily closing beginning March 22nd after checkouts leave as to not displace any current guests. He reported the tentative plan is to reopen on April 17th, but since this is a dynamic situation, if the issue improves it will reopen earlier or if it worsens it will be closed longer. This was a very tough decision, but one he feels had to be made considering safety concerns of guests and employees and the financial strain due to business loss for March and April. With input from Wyndham Hotels and Resorts, employees and ownership, he made this heartbreaking decision two weeks ago when he was directed by ownership to formulate a COVID-19 response plan. He commented his plan has three stages, and unfortunately due to the escalation of circumstances and rapidly changing guidelines from the Federal Government, the plan is now in its third stage. Mr. Merriman believes his response plan's guidelines and recommendations went above and beyond any recommendations he's received. While he believes his hotel is one of the safest in Branson due to its extreme efforts, he couldn't look at himself the same in a mirror if a guest or employee were to contract the virus from his establishment and lose their life. He commented this slim possibility is more than he and ownership is willing to risk. As a member of the hospitality community in Branson, he's seen Branson bounce back from market collapse, floods, tornadoes and horrible accidents. His experience leads him to believe there will not be enough hotel rooms in Branson for this summer's season and Branson will be able to partially recuperate some of its current financial losses. Mr. Merriman believes everyone who can't travel now will want to travel once this is over and Branson will be here to fill the wants and needs. He hopes this information will assist City leaders in some way and he thanked the Board for its time.

Eric Hunter, 2916 Vineyards Parkway, Branson, Missouri, introduced himself as a server at the Belgian Waffle House who has lived in Branson for 26 years. He reported the restaurant has remained open, has had about the same numbers as last year and most guests have thanked the restaurant for being open. He knows it's a tricky situation for everybody involved and feels there's no right or wrong choice. He shared his opinion that if the City does a mandatory closure on a lot of these businesses, corporate businesses can survive because they have backing, but mom and pop places can't and they're what has made this town unique over the years. He expressed his concerns over closing them down for possibly three or four months as it could hurt a lot of them and they might never recoup. He explained the winter time is long and spring break just started, so if the City does a mandatory closure now it's not only going to affect the businesses, but the employees. He added, most of them live paycheck-to-paycheck and barely get through the winter just in time to get back to work. Many will be at risk of losing cars, homes and loans they have to pay on. This is a tough decision and he feels there's no right or wrong choice. He expressed his opinion of being in favor of keeping businesses open.

John D. King Jr., 728 Haugwood Ranch Road, Galena, Missouri, waived the opportunity to speak at this time.

Dr. Cassandra Ashley, 225 Gabby Lane, Walnut Shade, Missouri, waived the opportunity to speak at this time.

Dr. Craig Randall, 245 Cedar Meadows Lane, Branson, Missouri, waived the opportunity to speak at this time.

Dr. Jeni St. Onge, 574 State Highway 248, Branson, Missouri, thanked the Board for the opportunity to speak and introduced herself as owner and operator of Thrive Chiropractic in Branson. She's stated she's a chiropractor and functional medicine doctor and would like to echo Mr. Brian Seitz's comments regarding the City trusting local businesses to exhibit common sense and not force shutdowns. She fears

it's a vulnerable time of year for people to be out of work and a lot of unnecessary hardship would be created by forcing businesses to be shutdown. She believes people want to do their very best to comply with CDC regulations and feels they should be trusted that they will follow good practices. Dr. St. Onge commented she's speaking on behalf of not only her office, but a couple of other chiropractic offices in town and wants to say they're here as physicians to help with this however they can. As primary care Physicians, they deal with a lot of day-to-day things such as back and neck pain and as a functional medicine provider, she treats people for things such as healthy immune system support. She explained if doctor offices like hers are shut down, people will go to the emergency room for back pain and would flood the emergency room and resources needed to care for people who are sick. She added, this may overwhelm emergency rooms with these issues that can very much be dealt with in the office. She believes she speaks on behalf of many of the chiropractic and functional health and nutritional practices in town that they're here to help however they can. Her office is taking all kinds of procedures to make sure the office is sanitized above and beyond what it normally does and has thermometers to take temperatures, gloves and masks if needed and things like that to ensure they're doing their very best. She announced she's currently offering free 10-minute phone conversations about things people can do to boost their immune system naturally. She doesn't want anybody living in a constant state of fear and panic and feels all of this stress is just not good. Dr. St. Onge feels it's her part to offer what she can to help and she thanked the Board for listening. She added, on behalf of the chiropractic community we are here to help in any way we can.

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 are complied with. Under 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 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 explained he would recuse himself from the Consent Agenda portion of the meeting due to a conflict of interest.

Mayor Akers left the meeting at 6:17 p.m. He disclosed his conflict of interest on Item Number 8 due to his son's involvement in the insurance business. Acting President Simmons presided over the meeting.

Acting President Simmons asked City Clerk Lisa Westfall to read the items on the Consent Agenda. City Clerk Lisa Westfall read the following Consent Agenda items by title.

Approval of Board of Aldermen Minutes:

- a) March 10, 2020 Regular Meeting
- b) March 17, 2020 Special Meeting

BILL NO. 5794
Ord. No. 2020-0038

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

Final 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 City Clerk Lisa Westfall. Voting aye: McConnell, Clonts, Simmons, Milton, Skains and Castillon. Nays: none. Absent: Akers. Motion carried. Ordinance No. 2020-0038 was duly enacted.

BILL NO. 5796
Ord. No. 2020-0039

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

Final 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 City Clerk Lisa Westfall. Voting aye: McConnell, Clonts, Simmons, Milton, Skains and Castillon. Nays: none. Absent: Akers. Motion carried. Ordinance No. 2020-0039 was duly enacted.

BILL NO. 5797
Ord. No. 2020-0040

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

Final 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 City Clerk Lisa Westfall. Voting aye: McConnell, Clonts, Simmons, Milton, Skains and Castillon. Nays: none. Absent: Akers. Motion carried. Ordinance No. 2020-0040 was duly enacted.

BILL NO. 5798
Ord. No. 2020-0041

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

Final 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 City Clerk Lisa Westfall. Voting aye: McConnell, Clonts, Simmons, Milton, Skains and Castillon. Nays: none. Absent: Akers. Motion carried. Ordinance No. 2020-0041 was duly enacted.

BILL NO. 5799
Ord. No. 2020-0042

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.

Final 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 City Clerk Lisa Westfall. Voting aye: McConnell, Clonts, Simmons, Milton, Skains and Castillon. Nays: none. Absent: Akers. Motion carried. Ordinance No. 2020-0042 was duly enacted.

BILL NO. 5800
Ord. No. 2020-0043

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

Final 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 City Clerk Lisa Westfall. Voting aye: McConnell, Clonts, Simmons, Milton, Skains and Castillon. Nays: none. Absent: Akers. Motion carried. Ordinance No. 2020-0043 was duly enacted.

BILL NO. 5801
Ord. No. 2020-0044

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.

Final 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 City Clerk Lisa Westfall. Voting aye: McConnell, Clonts, Simmons, Milton, Skains and Castillon. Nays: none. Absent: Akers. Motion carried. Ordinance No. 2020-0044 was duly enacted.

BILL NO. 5802
Ord. No. 2020-0045

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

Final 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 City Clerk Lisa Westfall. Voting aye: McConnell, Clonts, Simmons, Milton, Skains and Castillon. Nays: none. Absent: Akers. Motion carried. Ordinance No. 2020-0045 was duly enacted.

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

Mayor Akers returned to the meeting at 6:19 p.m.

REGULAR AGENDA

Alderman Clonts made a motion to move Items 16 and 17 to the beginning of the Regular Agenda as a matter of public health, seconded by Alderman McConnell. Voting aye: McConnell, Clonts, Simmons, Milton, Skains and Castillon. Nays: none. Motion carried.

BILL NO. 5806
Ord. No. 2020-0051

Amending Chapter 58 of the Branson Municipal Code pertaining to public gatherings.

First Reading of Bill No. 5806, an ordinance amending Chapter 58 of the Branson Municipal Code pertaining to public gatherings was read by title by City Clerk Lisa Westfall and a staff report was presented
Board of Aldermen
Special Meeting 3-19-20
Page 5 of 16

by Fire Chief Ted Martin and City Attorney Chris Lebeck. Mayor Akers asked for a motion approving Bill No. 5806. Alderman Clonts so moved, seconded by Alderman Skains. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter.

Jim Cox, 155 Norwood Drive, Branson, Missouri, introduced himself as the owner of the Branson Collector Car Auction and mentioned the auction attracts 4,000 to 5,000 people per event. It is the first, oldest and largest event at the Branson Convention Center. Mr. Cox understands what the restrictions are and how the City came about them, but feels they might pose an issue for a lot of small businesses. He explained it costs him about a quarter of a million dollars to put the collector car auction on every six months which results in \$4 million to \$5 million of revenue in the City of Branson. He explained this isn't about money, but is about health and lives which he understands. However, in a small business like his, if the City doesn't make a mandate but makes a suggestion, there's no chance for loss of income insurance coming into play. If it's an absolute mandate, there's an opportunity for businesses to recover some of their losses. He feels it's a quandary for which he doesn't have the answer and is looking to the Board for the answer. He explained he gets paid twice a year in April and October and this may take away one of his two paychecks. He discussed there may be an opening in May with the Convention Center during Memorial Day weekend which might be a competitor. He inquired how he could find out what's being held, negotiated or sold at the Convention Center as this information is not available when looking at the calendar of events on the Convention Center's website. Discussion.

Brian Seitz, 1805 Miller Drive, Branson, Missouri, feels the word mandate is a little disturbing to him as a Constitutional Republican. He thinks the City needs to remember citizens' First Amendment Right to assemble together and explained the Constitution was written at a time of great trial in the United States, though different than the trial being faced right now. He believes people need to be cognizant of the word mandate and any forced separations. While he feels it's a good idea not to congregate in large groups and for people to take common sense precautions to fight against this devastating virus, forcing or mandating that a business closes goes against the Constitution and First Amendment. Mr. Seitz believes people should have the freedom as business owners to make that decision for themselves and be given that opportunity of liberty. Discussion.

Dusty Melton, 204 Mt. Branson Drive, Branson, Missouri, introduced herself as the General Manager at a business at the Branson Landing and inquired if mandates are passed, would people know the timeframe or would that be decided on later. Discussion.

Dr. Cassandra Ashley, 225 Gabby Lane, Walnut Shade, Missouri, introduced herself as the Infectious Diseases Doctor in Branson for the last eight years and would like to speak tonight mostly for the public health of the Branson area. She said she's a proud American who loves her freedom and this is certainly a time she never thought she'd be saying some of the things she's about to say. She explained currently there's a novel coronavirus that is much more contagious than influenza and the swine flu. At this point, it's looking to be about 40 times more deadly than the swine flu and most people are pretty scared of the swine flu. The Centers for Disease Control (CDC) have suggested people practice social distancing and to only have groups of 10 people or less. She explained the reason behind this is because that's what's going to stop this virus from killing more people. Dr. Ashley said the Chinese practiced social distancing to a much greater level than she thinks people ever will here, and as of yesterday they reported no more endemic cases in China. She clarified this means all the cases they've had were from people who flew back to China bringing the virus back with them, so the way to stop it is to stop people from spreading it. She shared some facts she found interesting from a study partially funded by the National Institutes of Health (NIH), which found this virus can stay in the air in droplets for up to 3 hours at pretty high levels. She explained since this is a new virus people don't know how contagious that is, but means people could be spreading it around to each other right now if one person has it. Another problem with this virus is it stays at very high levels in people's throats and could be spread just by speaking and of course through sneezing and coughing. She feels when all people have to do is talk and get something infectious in the air it's pretty bad. Dr. Ashley reported people become infectious well before showing any symptoms and in most people it takes five days to even have a symptom. Additionally, at least 24 to 48 hours prior to symptoms people have very high levels of the virus in their throats. She explained it's much higher than with the flu and these are things that have been proven from a population of over 80,000 people. She feels the Chinese CDC

Director was nice enough to at least give the United States this information about this virus and people know from watching the news most places having a problem with the virus have limited gatherings. She reported the Las Vegas Strip has been closed and restaurants are doing curbside service which will at least create some revenue for people. She added, if none of that is scary enough, so far there's been about 230,000 cases of this virus worldwide as of noon today and a 4% death rate. She reported the swine flu's death rate is 0.1% and while she and many others thought this number was going to go down once more numbers came in, it hasn't. This is extremely troublesome and is why the President, Vice President, NIH and Dr. Fauci have appeared on national television begging people to stay home. She commented this is a national emergency and people have to work together as a team to fight this war against the virus and she feels if everyone doesn't work together as a country, things will not turn out well. Dr. Ashley reported Italy surpassed China's death toll and even though China has about 1.4 billion people, Italy didn't get a hold on it fast enough. She added, even though they're on complete lockdown, it was too late and people are continuing to die. There's a shortage of doctors as doctors are getting sick, a shortage of masks, and ventilators. People are dying because they can't get a ventilator and she doesn't want this to happen in Missouri, the United States or in Branson. She explained these are just the facts she's presenting to the Board and hopes people can use this information to get through this together as a country. It's not about Branson right now, but is about the world and the United States. She feels these numbers are frightening and addressed concerns regarding violating people's constitutional rights. She explained she would be willing to relinquish some of her freedoms temporarily to save people from dying in the community, country and world. If people don't work together to stop people from spreading it from one place to the next, more and more death will be seen. She mentioned it's also taxing the Healthcare System as there hasn't even been a documented case yet in Branson and everyone's already exhausted just planning for this. She reiterated she loves being an American and loves her freedom, but feels if it gets to a point where a security check is needed in order to get onto Branson Landing Boulevard, she would happily go through it. She responded to the Board's questions regarding the possibility of spreading the virus by using the microphone and she cautioned people not to touch the microphone and to use the hand sanitizer provided. Discussion.

Dr. Craig Randall, 245 Cedar Meadow Lane, Branson, Missouri, thanked Dr. Ashley for her comments and introduced himself as a physician of emergency medicine. He stated he's Co-Director of the Cox Branson Emergency Department, the current Chief of Staff for Cox Medical Center Branson and is here to show his full support for limiting gatherings. He explained being on the frontlines of the current impending medical disaster, he goes to bed each night thankful for having made it through one more day without this breaking out. He believes it's going to happen as it's a tidal wave that can't really be stopped, and the goal should be to try to slow it down. Things such as social distancing and limiting gatherings are all things people can do. Dr. Randall commented at this point it's not really so much a matter of whether or not people will get sick, but trying to time it properly and he expressed the importance of flattening the curve which is the goal right now. He feels it takes a lot to make emergency room doctors scared, but right now this is what scares them because mass casualties is probably the only thing that really scares emergency physicians. He added, not because of the quality of the trauma that's going to come in, but rather the quantity and limited resources. He recalled being deployed to Afghanistan twice while he served in the military and had seen multiple mass casualties. He mentioned despite having the best plans in the world set up for these mass casualties, they were overwhelmed every time. He explained the virus has the potential for mass casualties happening every day for weeks, if not months, if people don't get a hold of this. He has an extraordinary group of people who work with him in the emergency room and hospital who can handle any single event that comes, but this could be multiple events. He explained he has a limited number of people, resources and there's only so much they can do. There are very few beds designed to contain this virus in the hospital and after those beds are full, the hospital would have to start putting people in rooms not designed to contain this. Dr. Randall reported the hospital has never had problems with the number of ventilators, but it has very few ventilators comparatively with just 15 ventilators. He asked what he would do when the 16th patient comes in which he believes is going to happen. Dr. Randall explained contingency plans are in place with other hospitals such as Cox South and Mercy Springfield to help share this out, but there's a very limited number. If 200 sick patients are brought to him in the emergency room in three months he could handle it, but if 200 patients come in three days people are going to die which is just the way it is. He understands the financial aspect of this, but can only speak about how the actual medical side of this is going to happen. He feels this will be very ugly if people do not get hold of this and at a certain point it will not be him making the decisions, but the hospital's Ethics Committee deciding who lives, who

dies and who gets the last ventilator. He believes Branson will survive long-term and will do better in the long-term if it doesn't make the national news for being a place where the mortality rate is 10%. He added, unfortunately Branson is a tourist town and the type of tourists it attracts are high-risk patients who would be in the hospital more and would have higher mortality than the national average. He shared his biggest fear is for the hospital being overwhelmed in a very short amount of time. Dr. Randall expressed his appreciation for the Board's time and feels it has a very tough decision to make.

Dr. Shawn Usery, 5952 South Nettleton Avenue, Springfield, Missouri, introduced himself as the Chief Medical Officer for Cox Medical Center Branson. Upon listening to the discussion and questions this evening, he thinks there's an underlying current of is this really a big deal, how much is hyperbole and how much of this is a 24-hour news cycle. He said he can tell everyone for the last six weeks he's basically spent his entire waking day working with incident command, watching this disease start in China, go to Europe, hit the coast and he sees it marching closer and closer. Things that can be done are closing large public gatherings, good hand hygiene, people coughing into their elbows and those types of things to help curtail the disease more. He commented what's been said is true, the wave is coming, the tsunami is coming, the water is receding right now and he urged people to take this time to prepare for when the wave crashes and try to mitigate how devastating the crash will be. He addressed questions pertaining to civil liberties and said he considers himself a constitutional republican, probably more libertarian, and believes people's rights should be as extensive as possible, so long as they don't infringe upon the rights of others. If people's right to go to a bar, gathering or tournament infringes on his right to live, he thinks is unfair. Initial data that came out was that the mortality rates of people 60 years old and older are in the double-digits, people 80 years old and older are in the higher double digits, while the younger people are spared. He stated more recent evidence shows that's not the case as children, especially under age five, are especially susceptible to this. In addition, people are starting to see evidence that people 20 to 40 years old, the healthy people everyone thought was going to get everyone through this, are being seen on ventilators across the United States. This is a big deal and the Board has the power to help slow this down. Dr. Usery added, because if we don't, it will outstrip our resources.

Dr. John Peterson, introduced himself as being retired from the Air Force and having moved to Branson because of the community's patriotism, faith and shared values. He mentioned graduating from the Air Force's Flight Surgeon School, going to John Hopkins for his Preventive Medicine Residency and Master's Degree in Public Health, so he's familiar with this. According to his calculations and looking at online data, there's about 1,557 people on his closest data over the age of 60 here. Given the mortality rate from Italy, he agrees it's 15% when extrapolated, not 5%. He explained this means 234 lives are sacrificed for Branson for one person infected. Further, if the mean effective rate is 5.1 days, it goes out to 11.25 days, so one person in 5 days affects 2.5 people. When extrapolated, that goes quickly to 39 people in 20 days, 9,000 people in 50 days and 60,000 people in 9,560 days. Dr. Peterson explained that's if one person comes to Branson and interacts with somebody and it infects them. He added, that is what's being seen in Italy as it's a serious disease and Italian doctors have warned Italy did business as usual and honored people's rights to gather. He stated he's seen in this country that's not happening and he expressed his disappointment for people making choices to gather more than 10 people for recreational purposes. He understands economics is important to people, but not if they're dead. He said he appreciates the Board's time and hopes it will do the right thing and curtail this.

Clay Cooper, 101 Rose Oneill Drive, Branson, Missouri, stated he doesn't want to lose money as much as anyone else in the room, but thinks it's way above money at this point. He believes most people have lost so much already that they don't know how they're going to survive. He announced Sunday was his last show which he didn't know at the time. He recalled at the time the recommended gathering was 250 people or less and he still contemplated whether or not to do the show. He mentioned calling a meeting with the leaders of *The Haygoods* and *#1 Hits of the 60's* shows which perform in his theatre, to discuss how to proceed, whether or not to close down and what they were going to do. He explained everyone walked into the conference room backstage at his theatre and the President of the United States was on TV, making the announcement that conditions had become much more serious and for people to limit gatherings to 10 or less. Mr. Cooper said by the time the news conference was finished, he told everyone there was nothing more to discuss because that's the answer and discussed how to proceed with shutting the theatre's doors. Mr. Cooper said he's surprised the City is even having this discussion and knows

everyone is scared about how they're going to survive. He said he's sure everyone has called their banks, talked about lines of credit and called vendors about deferring payments for a while. He expressed concerns over the suggested 25% occupancy as his theater's capacity is 1,200 people which would put it at an occupancy of 300 people. He explained that's 300 people who would still go to the bathrooms, concession stand and lobby together and is 290 more people than the country's Administration is asking people to do. He mentioned having friends in the entertainment industry from all over the country and state who are questioning what Branson is thinking right now. He commented everywhere people look they see Branson is open for business, but feels that shouldn't be bragged about right now. Mr. Cooper said he'd love to be doing a show tonight, trying to make a living and support his people, but when the President spoke they made a decision. He explained he has 100 employees he personally employs that he laid off and *The Haygoods*, #1 *Hits of the 60's* and *Hot Rods & High Heels* shows average 25 to 30 employees, so about 190 employees were affected. Counting their spouses and kids it's terrible and he feels for everybody, but believes this is so much more than the almighty dollar right now. He said he thinks the right thing to do is what the Administration has asked people to do which is to shut down for a while and then pray everyone can recover from this in the near future. He clarified the point he was trying to make was that if occupancy is reduced to 25%, theaters can't survive on 10 people or 300 people, so they might as well be closed. Discussion.

Jim Cox, 155 Norwood Drive, Branson, Missouri, feels he was terribly misunderstood and clarified the comments he made earlier pertaining to semantics, not about whether or not he wants to stay open because he doesn't. He said he's up watching the news doctors at 4:00 a.m. because his gut is upside down and he's aware of the crisis and pandemic. He said it is semantics and asked if it's a suggestion, mandate or an ordinance that can be enforced. He asked the Board to do it correctly and he'll send notices in the morning that the Branson Collector Car Auction will not happen April 17th or 18th or maybe not this year. He clarified, its semantics and he was misunderstood. Discussion.

Burt Bordon, 153 Pinehurst Drive, Branson, Missouri, introduced himself as the President of Branson's Nantucket Resort. He asked for clarification when talking about scheduled events pertaining to his business. He asked if it has a tour wave scheduled, what rules would it be subject to; fire code or ten people in the building. Mr. Bordon said this is going to impact a lot of businesses in town and clarified a tour wave is when people are scheduled to come in for a presentation at a specific time. He added, in Branson and other tourism towns, people are scheduled for 120 minute sales presentations to take a look at vacation ownership, timeshare and private residence club products. These are typically scheduled for a certain time for people to come in, go through the presentation and receive their gifts. Discussion.

Jeff Seifried, 4100 N. Gretna Road, Branson, Missouri, President and CEO of the Branson/Lakes Area Chamber of Commerce and CVB, feels this is the worst case scenario Branson has ever seen and there's no way to sugarcoat what's being discussed tonight. A week ago today, Branson was sitting pretty good which started to rapidly deteriorate in the marketplace as the country started to go on lockdowns and implementing shelter-in-place orders. He reported travel over time has evaporated in a matter of days and while there are still people in town and business, what he's seen happen is the business community has stepped up in a way he didn't think was possible. They've made some of the hardest decisions they've had to make, not because of a government mandate, but because they thought it was the right decision. They've closed their doors, postponed openings and spring break in Branson, which is the time for making money, but it's not about the dollar. It's about feeding families and people and the business community has stepped up in ways he didn't think were possible to take care of their employees. Mr. Seifried expressed his support for the Taney County Health Department's recommendation and this particular bill. He feels this is not popular whatsoever, but has to do its part as Branson and he believes visitors and communities on lockdown are watching to see if Branson takes the high road or not. He mentioned the Federal Government has said two things at the moment pertaining to shutdowns, one being 15 days and the CDC said eight weeks. He commented it's somewhere in the middle there because people want the flexibility. Mr. Seifried said he knows the Board has the flexibility to take action if the Governor releases an emergency bill. He feels the Board is in the most incredible position ever faced in Branson, but the time to act is now and he thinks the bill is appropriate to enact now in the business community. He thanked the City of Branson, Fire Chief Ted Martin, City Staff and the Taney County Health Department for making tough calls. He stated the Health Department has leaned on the business community and leaders in the community to make the right

decisions which is being seen played out. Consequently, the visitation has gone to nothing and he expressed appreciation for the Board's consideration on this. Mr. Seifried said he doesn't envy the Board's position, but wants it to know the Branson Chamber supports the affirmative vote for this particular bill tonight.

Kelly Trimble, 114 South Drive, Branson, Missouri, commented most of the Board knows him since he's lived in this community probably longer than anyone on the Board and is about the only native of the community left in the room. He explained the community is something pretty special to him and feels this is an important issue with different aspects everyone needs to consider. He said he wasn't planning to speak this evening, but came to observe and explained he'd like to speak on the topic brought up by Mr. Seitz about the constitutionality of this. He explained many people have said this is completely new and couldn't be foreseen. He disagrees with this and mentioned taking a defense and strategic studies class in Springfield in 1988 in which the possibility of a pandemic was discussed. He said the view of a pandemic was being some sort of a biological weapon; one political entity in the world acting against another. The concern was that in using a biological weapon, it would get out of control and turn into pandemic, so the idea of there being a pandemic has been around. The country has actually experienced pandemics such as the 1918 flu pandemic, 2002 SARS pandemic and H1N1 flu pandemic. Mr. Trimble commented there's a whole list on the internet, so this has been foreseeable. He commented everyone's been watching China for three to four months now and people are saying we need to act. He feels he's been kind of an alarmist by saying the United States is tracking with Italy because it hasn't acted. He added, it's coming down to the point that it's getting to be imperative that society act and to try to shut down the transmissivity of this virus. There's various reasons for flattening the curve and he was listening to Dr. Peterson talk about some of the statistics on the incubation period. He mentioned having a background partially in statistics and he'd taken a virology class in early January. Along with the class and speaking to other people, he's learned more about virology than he ever thought he would. He feels people can talk about transmissibility and various things, but it's pretty complicated. He mentioned speaking to Dr. Peterson this afternoon about how he went to an auction last Saturday that had been postponed because of the weather. He explained he went back to the auction just to see if anyone would show up and had asked the auctioneer if he was concerned about the virus. He shared the auctioneer wasn't since he didn't believe in the virus. Mr. Trimble said people have a basic human responsibility that if they know they're going to do something that is going to lead to other deaths, not to do it. He feels as a community, people know what they're doing is going to lead to the deaths of other people in other communities. He explained Branson is in a position where people are going to be doing what's called skipping the chain. Rather than transmitting from one person to the next, someone will come to Branson from Arkansas with the disease, infect a building or people. Someone will come here from Kansas and take it back with them and he believes Branson has the responsibility of not being a danger to the rest of the Midwest.

Jason Hughes, 740 Caudill Way, Branson, Missouri, introduced himself as one of the owners of the Hughes Brothers Theatre and reported his theatre has been very similar to Clay Cooper's Theatre and others in town. He stated this has obviously been a very difficult time of trying to decide what to do and reported his theatre is closed. Mr. Hughes mentioned talking to a lot of other theaters and people in town and felt it was kind of unanimous that theatres would just stay open as long as they possibly could. He reported for his theater, as long as possible was Tuesday night. He thinks part of the difficulty with a lot of the larger gatherings is if they're still open, it might be that they just simply don't understand the severity of the consequences of staying open or for insurance reasons. He explained his theatre's insurance company informed him that if there's a mandate, they possibly could collect insurance, but didn't guarantee coverage. He added, this is why the theatre stayed open as long as it did, otherwise it probably would have closed a few days sooner. Mr. Hughes said he agrees with the ordinance at this point to limit meetings and inquired about business that could be conducted at the theater while it's closed to the public. He stated there's still a lot of business that can be done without having a large staff on hand and he wants to make sure that it's clear it doesn't have to be closed to business 100%. Mr. Hughes provided examples of having sales people at the theatre to answer questions from people who are in town, wondering if the theatre is open or closed. He thinks there still needs to be an allowance for some staff to be on hand to be able to service people who have questions. Discussion.

Dr. Eric Snyder, 241 Ridgecrest Drive, Branson, Missouri, stated he's the Director of the Emergency Department in Branson along with Doctor Randall. He thanked the Board for the opportunity to speak and for listening to everyone and said he can't imagine the sacrifices that everyone has made voluntarily. It's really broken his heart to watch the response the community has made already and he thanked the Board for considering this. Dr. Snyder stated he's representing the Emergency Department and mentioned graduating medical school in 2002 where he trained and prepared for disasters. He reported there are six military physicians who practice with him that have worked and ran the Baghdad emergency room during war times, so there's an immense background in his group. He reiterated Dr. Randall's comments that there's not a lot that will make them afraid like the lack of resources to be able to take care of someone when they really need it. He recalled in high school, someone had asked him if he wanted a penny that would double each day or \$1 million. He explained he of course wanted \$1 million, but that was the wrong answer. As Dr. Peterson pointed out, this is exponentially more than that because people may be infectious for more than just one day. Taking that same principle and carrying it forward, there's immense potential in a community like Branson where people come from different areas, of people bringing the disease with them. Additionally, the age of the population puts Branson in particular susceptibility. Dr. Snyder mentioned looking at statistics this week that made him shake all over, one of which pertained to the hospital bed capacity of the United States compared to some other countries. He referenced the CDC's website that reported the number of beds per thousand people in Korea is 12, China is 4.7, Italy is 3.1 and the United States is 2.7. He commented, people have seen what can occur in these locations, so if people can take that penny that doubles every day and slow it down, it's going to be critical in the ability to care for people, especially those in critical conditions. It's estimated there are about 54,000 to 60,000 critical care beds in the United States which could be doubled if hospitals use post-surgical beds, pediatric units and things like that. This is assuming staff is well and not sick, because if they are sick that number may be significantly reduced. Dr. Snyder mentioned hearing today about a physician who cared for some of the nursing home patients in Washington, and was just placed on extracorporeal membrane oxygenation (ECMO). He reported the physician is 43 years old and this is a last ditch effort to try to save him. Dr. Snyder commented he's a 44 year-old emergency room physician. He explained ECMO is when a machine is breathing for a person and there's very few of these machines in the United States, so they would save very few people. He'd like to reinstate the degree of the severity of the situation and he doesn't envy the Board's position. He added, his heart goes out to anyone who has to make this decision. He encounters people on a daily basis who come into the Emergency Department, facing unexpected illness and the decision of potential financial ruin or difficulties if they take care of their health. He reported people almost always decide to go ahead and come in to the hospital if they need to, make the sacrifice for themselves and for their loved ones and do what is the best thing for their health. He said he's had some people make the decision not to do that and those people usually end up in far worse financial ruin in the end. He applauded the community of Branson and the business community as he's overwhelmed by the sacrifices the country and businesses have made. He feels it's one thing for a person to make the decision for their own family member or themselves, but to take financial sacrifices for others is very admirable. Dr. Snyder expressed his appreciation for everything being done to try to help the community.

Tom Wilcox, 559 Amber Avenue Hollister, Missouri, introduced himself as the Pastor of First Presbyterian Church in Branson. He feels this is tough, but the worst-case constitutional scenario is taking away freedom of assembly and interfering with the free expression of religion all at once. He commented this is not an issue for the First Presbyterian Church, because on Tuesday its Board chose to close the campus to outside groups and gatherings of 10 or more people until the crisis has passed. The church will remain open and is active or more active than ever as it will have large virtual gatherings. He explained his church has the benefit and privilege of being able to gather people virtually which many businesses can't do. He sees how tough this is and wants people to know his church family is praying for the Board, all of its neighbors and partners in the community. His church is committed to being part of a network of care, providing relief and recovery for those negatively impacted by all of the different consequences of the virus. Not only those whose health is impacted, but those whose income, business and ability to function is impacted. He explained his church is looking forward to partnering with City government, medical providers, non-profits, other houses of worship, businesses and theaters in the area to help neighbors make it through this crisis.

John King, 728 Haugwood Ranch Road, Galena, Missouri, said he works at the Fairfield Inn in Branson, which is a Marriott property. He reported the hotel has been following the guidelines it has received as well as those of the CDC. Mr. King stated the hotel's breakfast room is pretty big and reported having moved every single table and chair to the back of the room, leaving just grab-and-go items on its breakfast bar. He explained there's pretty much no gathering since people are taking their food back to their rooms. He reported the hotel has done everything as far as cleaning and sanitizing every surface several times a day to try to ensure guests have a safe and healthy stay. Whatever decision the Board makes today, he asked it to remember two things: the workers who have obligations to be able to pay their bills and if his business is closed down it will hurt.

David Crowdus, introduced himself as the owner of Godfather's Pizza here in town and said he's been waiting for some guidelines, so he's looking forward to this. He mentioned his restaurant has buffet, dine-in and carryout and needs guidelines. He reported his restaurant seats a couple hundred people and is allowed to seat 50 people. It has been separating customers and requiring everyone to wear poly gloves when they serve themselves. Mr. Crowdus commented his restaurant does a lot of carry-out as well and he inquired if customers are allowed to come into the restaurant to pick up their carryout orders. The restaurant also has a drive-up window which is utilized and he asked if customers would be allowed to come in, place an order and dine in the restaurant. He inquired about the requirements for a restaurant. Discussion.

Gregory Harris, 181 Windy Ridge Drive, Hollister, Missouri, asked for clarification with regards to ten people versus 25% occupancy. Discussion.

Margie McNeal, mentioned residing in an RV at Treasure Lake and stated there are a couple of things that came to her attention today and asked if after the Board makes its decision there would be a building of the community. She explained after having been to some of the local grocery stores and seeing all kinds of empty shelves, she inquired what was going on aside from people panic buying and was informed of problems with trucks coming in and stores not getting their orders. She stated there's a chance there's going to be another problem with the supply of things. She explained these are opinions she hasn't checked out yet, but is just presenting them to the Board to check out. Ms. McNeal reported there's also been a problem as far as truckers are concerned and rumors that when they're going to deliver something, before anything gets into the store people are in the parking lots buying pallets of items. She reiterated her concern for the building part and said she loves this community as it has a lot going for it. She inquired what would be done if this is mandated, how Branson would rebuild and keep things going during this time. She expressed her interest in seeing a plan for after the Board makes its decision.

Mayor Akers asked for comments from the Board. Discussion. Voting aye: McConnell, Clonts, Simmons, Milton, Skains and Castillon. Nays: none. Motion carried. Alderman Clonts moved to read Bill No. 5806 for its final reading, seconded by Alderman Skains. 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. Final Reading of Bill No. 5806, an ordinance amending Chapter 58 of the Branson Municipal Code pertaining to public gatherings was read by title by City Clerk Lisa Westfall. Mayor Akers asked for a motion approving Bill No. 5806. 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. Discussion. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried.

**RESOLUTION NO.
2020-R003**

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.

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 was read by title by City Clerk Lisa Westfall and a staff report was provided by City Attorney Chris Lebeck. Mayor Akers asked for a motion adopting the resolution. Alderman Simmons 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-R003 was adopted.

The meeting recessed at 8:04 p.m. and reconvened at 8:12 p.m.

**BILL NO. 5782
POSTPONED**

**Approving the Annexation of the property located at 3855 Fall Creek Road,
Branson, Missouri.**

Final Reading of Bill No. 5782, an ordinance approving the Annexation of the property located at 3855 Fall Creek Road, Branson, Missouri, was read by title by City Clerk Lisa Westfall. She stated this bill was postponed on its Final Reading during the February 25, 2020 Regular Meeting. It is in need of a motion, second and a vote. A staff report was provided by Planning and Development Director Joel Hornickel. Alderman Castillon moved to postpone Bill No. 5782 to a date not to exceed May 12, 2020, 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 postponement. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried.

**BILL NO. 5795
Ord. No. 2020-0047**

**Approving the Franchise Agreement with the Empire District Electric
Company.**

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 City Clerk Lisa Westfall. She stated this bill was postponed on its First Reading during the March 10, 2020 Regular Meeting. It has had a motion and second and is ready for an amendment. A staff report was presented by City Attorney Chris Lebeck. Alderman Simmons moved to amend Bill No. 5795, Exhibit "1" The Empire District Electric Company Franchise Agreement, Section 7 from a period of twenty years to a period of fifteen years, 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. No discussion. Mayor Akers called for a vote on the amendment. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried. Mayor Akers asked for anyone in the audience wishing to speak regarding Bill No. 5795 as amended. 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. Alderman Clonts moved to read Bill No. 5795 for its final reading due to recent CDC guidelines surrounding COVID-19, 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. No discussion. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried. Final 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 City Clerk Lisa Westfall. Mayor Akers asked for a motion approving Bill No. 5795. 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. Ordinance No. 2020-0047 was duly enacted.

SUBSTITUTE BILL NO. 5793
DEFEATED

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 City Clerk Lisa Westfall. She stated this bill was postponed on its First Reading during the March 10, 2020 Regular Meeting. It has had a motion and second for approval and is ready for a vote. A staff report was presented by City Attorney Chris Lebeck. 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: none. Nays: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Motion failed.

BILL NO. 5803
Ord. No. 2020-0048

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.

First Reading of Bill No. 5803, 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, was read by title by City Clerk Lisa Westfall and a staff report was presented by Planning and Development Director Joel Hornickel. Mayor Akers asked for a motion approving Bill No. 5803. 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. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried. Alderman Clonts moved to read Bill No. 5803 for its Final Reading due to recent CDC guidelines surrounding COVID-19, seconded by Alderman Skains. 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. Final Reading of Bill No. 5803, 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, was read by title by City Clerk Lisa Westfall. Mayor Akers asked for a motion approving Bill No. 5803. Alderman Castillon so moved, seconded by Alderman Skains. 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. Ordinance No. 2020-0048 was duly enacted.

BILL NO. 5804
Ord. No. 2020-0049

Authorizing the purchase of cellular services and products from Verizon Wireless.

First Reading of Bill No. 5804, an ordinance authorizing the purchase of cellular services and products from Verizon Wireless and authorizing the Mayor to execute the documents related thereto was read by title by City Clerk Lisa Westfall and a staff report was presented by IT Director Chad Forster. Mayor Akers asked for a motion approving Bill No. 5804. 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. Alderman Clonts moved to read Bill No. 5804 for its Final Reading due to recent CDC guidelines surrounding COVID-19, 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. No discussion. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried. Final Reading of Bill No. 5804, an

ordinance authorizing the purchase of cellular services and products from Verizon Wireless and authorizing the Mayor to execute the documents related thereto was read by title by City Clerk Lisa Westfall. Mayor Akers asked for a motion approving Bill No. 5804. 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. Ordinance No. 2020-0049 was duly enacted.

BILL NO. 5805

Ord. No. 2020-0050

Approving the Engagement Letter with Cochran Head Vick & Co., P.C. pertaining to auditing services.

First Reading of Bill No. 5805, 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 was read by title by City Clerk Lisa Westfall and a staff report was presented by Finance Director Jamie Rouch. Mayor Akers asked for a motion approving Bill No. 5805. Alderman Castillon so moved, seconded by Alderman Skains. 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. Alderman Clonts moved to read Bill No. 5805 for its Final Reading due to recent CDC guidelines surrounding COVID-19, 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. No discussion. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried. Final Reading of Bill No. 5805, 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 was read by title by City Clerk Lisa Westfall. Mayor Akers asked for a motion approving Bill No. 5805. Alderman Castillon 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. Ordinance No. 2020-0050 was duly enacted.

Cancelling of 2020 Board of Aldermen meetings.

Mayor Akers stated the next item is cancelling of the March 24th, April 14th and April 28th 2020 Regular Meetings. He asked for a motion cancelling these meetings. Alderman Clonts so moved, seconded by Alderman Milton. Mayor Akers asked for comments from the Board. Discussion. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried.

MAYOR/ALDERMEN/ADMINISTRATOR'S REPORTS

Alderman Clonts is pleased the City did its due diligence, passing the ordinance restricting the size of gatherings and he feels it's going to be a long fight with this disease process. He commented there are a lot of infirmed individuals and people who are shut-in now, and he urged everyone who's able to check in with these individuals to see that their needs are met. He feels this is everyone's duty as a society and community.

Alderman Skains mentioned speaking with City Administrator Stan Dobbins this afternoon regarding the closing of job centers in Branson and Springfield. He reported there's going to be a huge run on unemployment insurance after these actions taken by municipalities. He explained job center staff are set up to handle this, but everything will be done either on the phone or online because the job center will be closed for foot traffic. Alderman Skains explained the Springfield and Branson Centers that service the area will have people in doing work, but will be severely limited and he asked for people's understanding

during this time. Once people get laid off they're going to be filing for unemployment insurance and might get really frustrated with the door closed.

Alderman Milton thanked Branson businesses for taking COVID-19 as seriously as they have and for voluntarily making the choices of either closing or doing proper social distancing. He thinks this says a lot about the community trying to get this right now.

Alderman Castillon mentioned encouraging all candidates running for election to take their signs down until 30 days prior to the August 4th election. He stated he will hopefully start this weekend.

City Administrator Stan Dobbins reported during this evening's meeting City Staff has also been dealing with a flood. The Parks and Recreation, Police and Fire Departments evacuated the campground, and while the Board may not understand some of the things he does on his phone during meetings, he and Staff coordinated all of that during the meeting. He applauded Staff for their efforts and feels they do a great job. He said he'd like to echo Alderman Clonts' comments and reported the Parks and Recreation Department published a phone number for the elderly to call if assistance is needed picking up resources. He encouraged anyone who knows of a neighbor in need of someone to run an errand for them, to let the City know and someone will be there for them.

Mayor Akers stated this has obviously been a very difficult time trying to make good, common-sense decisions. He expressed his appreciation for the participation in the comments and feels there's been a lot of misinformation and a lot of people misunderstanding what the City can do and what it's supposed to do. He added, hopefully there are people sharing the truth and he mentioned the election has been postponed, the last date he heard was in June and mentioned he hadn't heard about the August 8th date at this point in time. He feels it's a good recommendation to take election signs down until 30 days prior to the election date. Mayor Akers expressed his appreciation for the citizens of Branson and mentioned a lot of people outside the City are interested in Branson. He mentioned spending the last two days answering emails and phone calls and some people were very concerned and polite while others were not so polite. He added, the City is trying to do the best it can to let people know information and whether they're nasty or nice he still responds and tells them he appreciates them making contact. He believes many of them just don't understand what the City's situation is, so at this point in time the City worked as fast as it could. Last Friday the Governor made his Proclamation; it's Thursday evening now and the City has something in place. He applauded the Aldermen's cooperation on this.

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 8:46 p.m.

E. Edd Akers
Mayor

Lisa Westfall
City Clerk

MINUTES

THE EMERGENCY SPECIAL MEETING OF THE
BOARD OF ALDERMEN
CITY OF BRANSON, MISSOURI
March 23, 2020

INTRODUCTORY

The Board of Aldermen of the City of Branson, Missouri, met for an emergency special meeting in the Council Chambers of the City Hall on March 23, 2020, at 4:00 p.m. Mayor Akers called the meeting to order with the "Pledge of Allegiance" and Ted Martin gave the invocation.

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.

ANNOUNCEMENT

Mayor Akers announced the Emergency Special Meeting is being called per 610.020.4 RSMo and the nature for less than 24 hour notice is Section 79.380 RSMo, permits the Board of Aldermen to make regulations and pass ordinances for the prevention or 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. The City of Branson is faced with an unprecedented and immediate risk of infection with COVID-19 virus among the entire population and time is of the essence for containment. There are 15 reported cases in the State of Missouri as of 10:00 a.m. March 18, 2020. Four of those are in Greene County, Missouri, and as of 8:45 a.m. on March 22, 2020, 106 cases in the State of Missouri, 15 cases in Greene County. Today we have one reported case in Taney County. This is the virus in which there is no known reported cure and may result in death upon high risk individuals.

Mayor Akers read a statement regarding speaker decorum and stated once public discussion has ended on an item and the Board starts their discussion, no additional comments will be taken from the audience. Please remember to speak into the mic and state your name and address for the record. Please seek to follow our five minute time guideline. The citizens of Branson elected us to make decisions on policy matters and we make those decisions by voting. We are obligated to vote unless a conflict of interest prevents us from doing so. The common law in 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 of these meetings, that any abstention by any member of the Board during this meeting can be recast as a no vote.

REGULAR AGENDA

BILL NO. 5807

Ord. No. 2020-0052

Amending Chapter 58 of the Branson Municipal Code pertaining to public gatherings, social gatherings and essential businesses.

First Reading of Bill No. 5807, an ordinance amending Chapter 58 of the Branson Municipal Code pertaining to public gatherings, social gatherings and essential businesses was read by title by City Clerk Board of Aldermen

Emergency Special Meeting 3-23-20

Page 1 of 6

Lisa Westfall and a staff report was presented by City Attorney Chris Lebeck. Discussion. Mayor Akers asked for a motion approving Bill No. 5807. Alderman Skains so moved, seconded by Alderman Clonts. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter.

Karl Finkenbinder, 100 Prairie Dunes Drive, Branson, Missouri, stated he's with Schenewerk & Finkenbinder Law Firm and probably comes from a different bent than a lot of people on this. He values his liberty as much as his health and understands the Board is in a very difficult position. He's not envious of that and with his comments he wants to be as respectful as he can. He feels there's no easy answer to this and the Board is making hard decisions, trying to do what is right and he asked the Board to please understand he's not trying to attack. Mr. Finkenbinder commented on the ordinance that passed last week and expressed his concerns pertaining to Constitutional issues with First and Fifth Amendment rights and how this starts to eat away at them. At the time, he made a cost-benefit analysis to see if he could live through this for the next couple of weeks and had just come to the conclusion that the path of least resistance was best for now. He stated with this ordinance, his law firm would be shut down tomorrow at 8:00 a.m. and based on what the City's counsel just stated, this leaves him in a difficult position. He added, obviously he's going to have a choice at that point to move in a different direction. Mr. Finkenbinder expressed his concern for the statute not including law firms as an essential business. He explained this is his main concern and believes many people would agree law firms provide essential business and probably just as essential in a time like this as healthcare or lodging. He said he appreciates City Attorney Chris Lebeck's statement regarding law firms operating via electronic means. He reported his law firm has done this to some extent as it has restricted lobby access, closed its doors and is doing phone appointments. He explained this doesn't always work for his firm and mentioned having to meet with a client this morning regarding a very sensitive matter involving attorney-client privileged information. He added, some very confidential documents needed to be shared and his client was concerned about sharing those documents via electronic medium. Mr. Finkenbinder mentioned the client had to come in and his firm followed all World Health Organization (WHO) protocol and CDC guidelines such as keeping distance. He explained his law firm has done this and continues to do so as he wants to be responsible. He agreed with City Attorney Chris Lebeck's comments regarding in-person court appearances and reported the Supreme Court actually extended its order. He clarified it's a misconception that courts are closed since courts cannot be closed ever; they always have to be open for a redress of people's rights. He explained the Supreme Court has severely limited in-person court appearances and has extended its order to April 17th. Mr. Finkenbinder said he has a case right now for which he will probably have an emergency in-person court appearance this week. He added, so there will be certain situations where citizens' rights need to be immediately addressed and restricting his ability to meet with a client or conduct business will affect him. He requested the Board consider adding law firms to the definition of essential business which would resolve his concerns. He gave the example of will executions in which only original wills are valid and have to be signed, notarized and witnessed by two witnesses, requiring a multi-party signing event all in the same room. He clarified he doesn't handle wills or estate planning anymore, but this is just one example. He feels what City Attorney Chris Lebeck said still doesn't address his situation of needing to meet with some people. Mr. Finkenbinder explained he won't have the ability to stop doing what he's doing. Starting tomorrow, if the police come to his office he'll be there and will take it as he has to, but hopes to avoid any of that because he doesn't have that choice. Mr. Finkenbinder addressed the Board's inquiries regarding the possibility of meeting people in their homes and feels this might work in some instances, but not all. He mentioned already having made sacrifices and thinks it's going to be difficult to make exceptions. He disagrees with restaurants being open to serve sandwiches, while law firms aren't able to dispense legal advice from their own buildings. Discussion.

Cody Fenton, 168 South Payne Stewart Drive, thanked the Board for what it's doing in this difficult time. These are decisions the Board probably didn't think it would have to be making just a few short weeks ago and he appreciates that and knows this is not easy for anybody. He's speaking this evening because he has a little bit of a different perspective from Mr. Finkenbinder and would like to add a few comments. He thinks there are some inconsistencies in the ordinance and he'd like to make some general comments and then talk about his specific practice and his argument that the legal profession be exempted or an accommodation made. He referenced Section 58-387 pertaining to public or social gatherings in which the ordinance says it's unlawful to operate in an enclosed public space in a manner that exceeds 25% of the established occupant load. He pointed out nowhere does it say it's limited to essential businesses and

thinks there are inconsistencies between Sections 387 and 388. Mr. Fenton commented under Section 389 it says it should be unlawful to take part in or allow eating or drinking on the premises of any restaurant or business open to the public. He feels the way this reads is if he were to go through the drive-thru of Arby's and take a drink of soda while sitting in his car, he would be in violation of this ordinance. He explained that's probably a simplified, silly reading of it, but in times like these when people's liberties are being infringed upon, people have to be careful and read this in the most literal sense. He stressed the government should always take the least restrictive means approach to this and not infringe upon rights any more than it has to. He understands this is a different climate from what people are used to as there's a lot going on in the world. Mr. Fenton stated when it comes to his legal business he very seldom goes to the court since it's not required of what he does. He explained he primarily does estate planning and this ordinance would say if somebody needs to prepare a healthcare power of attorney, living will or some other type of estate planning documents, during this time he wouldn't be able to do that. He feels the suggestion that people could come to his house or he could go to theirs is much more risky to his health, his staff's health and his family's health. He explained his law firm has taken steps like everybody else to comply with CDC guidelines, sanitizing the office and restricting people coming into the office to only essential services. He said he would argue now, more than ever, estate planning services are essential and his law firm should be allowed to stay open to provide those basic legal services to its clients, which is somewhat what Mr. Finkenbinder was arguing.

Donna Nolte, 103 West Main Street, Branson, Missouri, commented her business has been closed since last week and has had some key managers working in the store while the building has been closed. Abiding by all the CDC guidelines and being well within the 25% guidelines, she asked if her business would still be able to proceed with its projects. Discussion.

Mayor Akers asked for comments from the Board. Discussion.

The meeting recessed at 5:14 p.m. and reconvened at 5:38 p.m.

Alderman Clonts moved to amend Bill No. 5807 as follows [changes indicated in red]:

Section 58-1 – Definitions.

Essential businesses means for purposes of this Chapter only day care facilities which serve employees of essential businesses, health care facilities, grocery stores, convenience food stores, service stations, drug stores, pharmacies, public service or telecommunication facilities, financial institutions, law firms, accounting firms, government offices and facilities, lodging establishments, and restaurants or other businesses as deemed essential by the Emergency Management Director or the City Administrator.

Section 58-388 – Operation of Non-Essential Business Prohibited

(a) Only essential businesses operations are permitted to operate in the city.

(b) Non-essential businesses may continue operations consisting exclusively of employees, contractors, or other agents of those businesses performing activities at their own residences. Employees, contractors, or other agents of those businesses may only be on the premises of those businesses for emergency purposes only as allowed by the Emergency Management Director or City Administrator.

Seconded by Alderman Skains. Discussion. 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 amendment. Voting aye: Clonts, Simmons, Skains, Milton, Castillon. Nays: McConnell. Motion carried.

Alderman Milton moved to amend Bill No. 5807 as follows [primary amendment as follows, changes indicated in red]:

Section 58-388 – Operation of Non-Essential Business Prohibited

(c) Non-essential businesses may allow no more than ten people of the business on the premises if the premises are closed to the public.

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. Discussion. Alderman Castillon moved to make an additional amendment [secondary amendment as follows, changes indicated in red]:

Section 58-388 – Operation of Non-Essential Business Prohibited

(b) Non-essential businesses may continue operations consisting exclusively of employees, contractors, or other agents of those businesses performing activities at their own residences. Employees, contractors, or other agents of those businesses may only be on the premises of those businesses for emergency purposes only as allowed by the Emergency Management Director or City Administrator.

Seconded by Alderman Milton. Mayor Akers asked for comments from the Board. Discussion. Mayor Akers called for a vote on the amendment [secondary amendment]. Voting aye: McConnell, Simmons, Skains, Milton and Castillon. Nays: Clonts. Motion carried. Mayor Akers called for a vote on the amendment [primary amendment]. Voting aye: Simmons, Skains, Milton and Castillon. Nays: McConnell and Clonts. Motion carried.

Alderman Castillon moved to amend Bill No. 5807 as follows [changes indicated in red]:

Section 3: This ordinance shall be in full force and effect at **8:00AM on Tuesday, March 24, 2020 8:00 p.m. on Wednesday, March 25, 2020** after its passage by the Board of Aldermen and approval by the Mayor and remain in effect until the Emergency Proclamation of the City of Branson signed by the Mayor on March 17, 2020 expires.

Seconded by Alderman Milton. Mayor Akers asked for comments from the Board. Discussion. Alderman Milton moved to rescind his second and Alderman Castillon moved to rescind his motion. City Clerk Lisa Westfall announced there is now no motion on the floor.

Alderman Castillon moved to amend Bill No. 5807 as follows [changes indicated in red]:

Section 58-388 – Operation of Non-Essential Business Prohibited

(d) The Emergency Management Director or City Administrator are authorized to allow other people on the premises as needed.

Seconded by Alderman Milton. Mayor Akers asked for comments from the Board. Discussion. Mayor Akers called for a vote on the amendment. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried.

Alderman Milton moved to amend Bill No. 5807 as follows [changes indicated in red]:

Section 58-388 – Operation of Non-Essential Business Prohibited

(d) The Emergency Management Director or City Administrator are authorized to allow other people on the premises of any business as needed.

Seconded by Alderman Castillon.

Alderman Skains left the meeting at 6:31 p.m. and returned at 6:32 p.m.

Mayor Akers asked for comments from the Board. Discussion.

Alderman McConnell left the meeting at 6:35 p.m. and returned at 6:38 p.m.

The meeting recessed at 6:38 p.m. and reconvened at 6:47 p.m.

Mayor Akers called for a vote on the amendment. Discussion. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried.

Alderman Milton moved to amend Bill No. 5807 as follows [changes indicated in red]:

Section 58-388 – Operation of Non-Essential Business Prohibited

(d) The Emergency Management Director or City Administrator are authorized to allow other people on the premises of any non-essential business as needed.

Seconded by Alderman Castillon. Mayor Akers asked for comments from the Board. Discussion. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried.

Alderman Castillon moved to amend Bill No. 5807 as follows [changes indicated in red]:

Section 3: This ordinance shall be in full force and effect at 8:00 ~~a.m.~~ **p.m.** on Tuesday, March 24, 2020 after its passage by the Board of Aldermen and approval by the Mayor and remain in effect until the Emergency Proclamation of the City of Branson signed by the Mayor on March 17, 2020 expires.

Seconded by Alderman McConnell. Mayor Akers asked for comments from the Board. Discussion. Mayor Akers called for a vote on the amendment. Voting aye: McConnell and Castillon. Nays: Clonts, Simmons, Skains and Milton. Motion failed.

Alderman Skains stated he'd like to acknowledge that the Governor and/or Health Department can make most of this null and void at any particular time and I'd like to have that on the record and or the President. Discussion.

Mayor Akers asked for anyone in the audience wishing to speak regarding Bill No. 5807 as amended.

Steven Durlin, 401 Limestone Drive, Reeds Spring, Missouri, said he appreciates the Board's time and mentioned he's been listening to this for the last couple hours. He thinks a big piece that's missing here is something that should have been learned from the Governor of New York which is the City doesn't have a regional footprint committed to what it's doing. He gave an example of what's going to happen and said if his wife wants to get her haircut, instead of going to a local business in Branson, she's going to go to Nixa, Ozark, Springfield or Harrison. He feels this would be the same with everything and the Board isn't going to control anything or any spread in the community because citizens will just go elsewhere. He further explained, the City is just putting undue burden on local businesses and believes the Board has to realize that and feels they're making a rash decision. He understands it's coming, but people are not going to be able to stop it and are just hoping to mitigate it. He suggested giving local businesses as much time as possible to get as much revenue as they can to prepare for it. He commented the City is talking about tomorrow, but people can't get Congress to push back the bill in order to give small businesses time and all of these employees are going to be laid off. Mr. Durlin explained if the City gives it until the end of the week, then maybe this package and loans will be in place so businesses can continue to pay their employees. Or if they go on unemployment it is supplemented, not just a maximum of \$200 a week. He asked the Board to realize that if it makes this decision, it's not solving anything unless it can get Greene

Board of Aldermen

Emergency Special Meeting 3-23-20

Page 5 of 6

County, Harrison and anywhere else involved so people can't go elsewhere. Mr. Durlin explained it isn't unfettered because of the ordinance put in place by the Governor to have 10 or less people. If the Board were to see the practices put into place by businesses, they would see what everyone's doing with sanitizer, social distancing, hand washing, use of hand sanitizer after helping each customer and customers using hand sanitizer when they enter and leave stores, so these protocols are in place. What the Board is going to have to realize is it can't shut down the City for a year-and-a-half until there's a vaccine. People are going to have to learn to live with this disease; people are going to get sick and the City can't stop it. He explained putting these good habits into place is what people are going to have to do until there's a vaccine, unless the Board is going to shut it down. Then the City will open back up with no small businesses, and that doesn't work because it's going to have poverty like it's never seen. He added, so that's why even the Federal Government will lift these ordinances pretty soon and there's going to be an over burdening of the medical community, but with these practices in place we can mitigate as best as we can. If the Board is saying to close down, he feels it's unfair for a dress shop to be closed while Walmart is selling clothes and TVs. He believes the City should then be able to go in Walmart and rope that off and asked how this is fair to the other local businesses selling the same products. He commented people have better chances of picking up this disease at other places as the Board is still talking about daycares, food chains, trucks delivering and stopping at truck stops, so the Board cannot stop this. It is short-sighted to think it can stop this, because all people can do is mitigate it. Mr. Durlin explained there are better, smarter and more experts talking to the Governor than there are talking to the Board and is why he's made the decisions he has. He urged the Board to listen and take cues from that leadership and asked for clarification about the Governor wanting to shut everything down statewide. Discussion.

Mayor Akers asked for comments from the Board. Discussion. Mayor Akers called for a vote on Bill No. 5807 as amended. Voting aye: Clonts, Simmons, Skains, Milton and Castillon. Nays: McConnell. Motion carried. Alderman Clonts moved to read Bill No. 5807 for its Final Reading due to recent CDC guidelines surrounding COVID-19, seconded by Alderman Skains. 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. Final Reading of Bill No. 5807, an ordinance amending Chapter 58 of the Branson Municipal Code pertaining to public gatherings, social gatherings and essential businesses was read by title by City Clerk Lisa Westfall. Mayor Akers asked for a motion approving Bill No. 5807 as amended. 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: Clonts, Simmons, Skains, Milton and Castillon. Nays: McConnell. Motion carried. Ordinance No. 2020-0052 was duly enacted.

ADJOURN

Mayor Akers asked for a motion to adjourn. Alderman Skains moved to adjourn, seconded by Alderman Castillon. Voting aye: McConnell, Clonts, Simmons, Skains, Milton and Castillon. Nays: none. Motion carried. Meeting adjourned at 7:08 p.m.

E. Edd Akers
Mayor

Lisa Westfall
City Clerk

**PLANNING COMMISSION
STUDY SESSION**

March 3, 2020

6:30 PM

Planning and Development Conference Room

ROLL CALL

Commissioners Present: Commissioners Howden, Loyd, Nichols, O’Day, Skains,
Vice-Chairperson Pinkley and Chairperson Harris

Commissioners Absent: Commissioners Davis, Richards and Romine

Staff Present:

Joel Hornickel	Director of Planning & Development
Perry Eckhardt	Senior Planner
Chris Lebeck	City Attorney
Matt Filice	Assistant City Engineer
Tara Norback	Utilities Plan Reviewer

AGENDA

DIRECTOR’S REPORT

DISCUSSION OF PREVIOUS AGENDA ITEMS

Mr. Hornickel stated staff was continuing to work with Oscar’s BBQ restaurant on their drive-thru window. He stated they had recently discussed the striping requirements for identifying the staking lane. He stated the Lodges at Chateau Cove zonings and the code amendment pertaining to live/work units had all been approved by the Board of Aldermen without issue or concern. He stated staff had identified one remaining property within the Lodges at Chateau Cove needing to be annexed and zoned. He stated staff had made contact with the property owner and looked forward to wrapping up the process in the coming months.

UPDATE OF ONGOING PROJECTS

Mr. Hornickel stated Citizenserve continued to be the staff’s most significant ongoing project. He stated the building permit module had been live for about two months and aside from a few minor adjustments that were needed, everything was going well. He stated the staff had been working on the planning module the past couple of months and hoped for it to go live by April 1, 2020. He stated

staff was working specifically to make the Temporary Use request and approval process as efficient and streamlined as possible. He stated code enforcement would be the final module for this phase.

Mr. Hornickel stated the City had finally received back the executed contract from Southwest Missouri Council of Governments (SMCOG) for updating the Community Plan 2030. He stated staff had made the determination to have SMCOG assist with the update effort because their fee was half the amount budgeted and they have assisted other cities in the region recently with strong results. He stated the Board of Aldermen would be reviewing the contract during their March 24, 2020 meeting and the full effort was expected to begin in October. He stated staff and department heads would be doing some preliminary work in the coming months to prepare for the update and to help get everyone in the right mindset.

Mr. Hornickel stated staff had recently closed out several projects which had included significant landscaping or tree deposits associated with them. He stated the City's landscaping fund would be increasing by approximately \$200,000.00 as a result.

REVIEW OF MARCH 3, 2020 PLANNING COMMISSION AGENDA

Mr. Hornickel stated the one item on the agenda was fairly straightforward. He stated the applicant had been composting within the subject property for several years without any complaints brought forward. He stated while composting and the current request for pasture areas could both be considered agricultural uses, the current request was more intensive than composting.

REQUEST FOR ITEMS TO BE PLACED ON FUTURE AGENDAS

None.

ADJOURNMENT

Motion by Commissioner Skains and seconded by Commissioner Howden, and unanimously carried to adjourn the meeting at 6:55 PM.



Clark Harris, Chairperson

5-6-2020

Date



Joel Hornickel, Planning & Development Director

5/5/2020

Date

**PLANNING COMMISSION
REGULAR MEETING**

March 3, 2020
7:00 PM
Council Chambers

CALL TO ORDER

ROLL CALL

Commissioners Present: Commissioners, Howden, Loyd, Nichols O’Day, Skains,
Vice-Chairperson Pinkley and Chairperson Harris

Commissioners Absent: Commissioners Davis, Richards and Romine

Staff Present: Joel Hornickel Planning & Development Director
Perry Eckhardt Senior Planner
Chris Lebeck City Attorney
Randy Fogle Division Fire Chief of Technical Services
Matt Filice Assistant City Engineer
Tara Norback Utilities Plan Reviewer

PUBLIC COMMENTS

None.

REGULAR AGENDA ITEMS

1. Approve Minutes

- a) November 5, 2019 Study Session
- b) November 5, 2019 Regular Meeting

MOTION:

Motion by Commissioner Loyd and seconded by Commissioner Skains to approve the November 5, 2019 minutes as presented by staff. Motion unanimously carried.

OLD BUSINESS

None.

PUBLIC HEARING AGENDA ITEMS

2. Request for 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.

Project No. 20-5.1 (20-00500001)

Owner/Applicant: Good Shepherd Meadows, L.P. and Expressway Inn, LLC/Joe Compton

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

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

Commissioner Howden asked for the status of the existing trail system in the area of the applicant's property.

Mr. Hornickel stated staff was unaware of any trail system in that area.

Commissioner Skains asked why the pasture area was proposed to be located away from their building on the property.

Mr. Hornickel stated the applicant had shared they would be using the existing parking lots to help move the animals between the building and the pasture areas.

Commissioner Skains asked if there were any plans to have a pasture area near their entrance on Shepherd of the Hills Expressway.

Mr. Hornickel stated there were not, but if their request was approved, they would have the ability to as that area was within Tract A.

Commissioner Nichols asked why the entire Tract A needed to be rezoned.

Mr. Hornickel stated the applicant's request was not to rezone Tract A, but instead to add other uses to the list of allowable uses within Tracts A and C.

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

Mr. Joe Compton and Mr. Aaron Lippe approached and stated they were the applicant.

Commissioner Skains asked if the proposed agricultural accessory structures would have HVAC systems installed.

Mr. Compton stated they would not.

Commissioner Skains asked if the animals would be held in the accessory structures or brought back inside the existing building.

Mr. Compton stated the animals would be brought back inside during inclement or harsh weather.

Commissioner Skains asked how they planned to control the odor from the animals being outside.

Mr. Compton stated they had composted in the same area of the property for several years and had yet to receive any complaints. He stated they would be discontinuing the composting operation and they had a full animal department to take care of those needs.

Commissioner Skains asked what the noise level from the animals would be.

Mr. Compton stated his office was located near the current indoor area for the animals and he never hears an animal.

Commissioner Howden asked if their Pennsylvania location had any pasture areas.

Mr. Compton stated they have for a long time.

Commissioner Howden asked if their desire was for patrons to see and interact with the animals.

Mr. Compton stated their primary purpose was to improve the health of their animals, but because the proposed location would be visible, they would make sure it looked clean and professional.

Commissioner Howden asked if the animals would be kept indoors overnight.

Mr. Compton stated they wanted the option to keep the animals outside overnight, weather permitting.

Commissioner Howden asked if people at the neighboring properties would disturb the animals at night.

Mr. Compton stated he did not see it as an issue because they really did not have any neighbors and security cameras and lighting would be installed to prevent issues.

Commissioner Howden asked if they would be increasing the number of animals on the property.

Mr. Compton stated there was no need to increase the number of animals. He stated their goal was to have the pastures open for the 2021 season.

Mr. Nichols asked what the purpose was for requesting pasture areas to be allowed within the entire Tract A.

Mr. Compton stated their architect had made the recommendation. He stated he did not think the cedar glade areas of the property would lend themselves well as pastures, but they wanted to make sure they still had some flexibility.

Mr. Nichols asked staff for their perspective on the applicant's request to include the entire Tract A.

Mr. Hornickel stated the request had been based on the development's layout as established in the approved Planned Development. He stated the Commission could consider requesting another tract be added as a way to minimize the potential for pasture areas if they felt Tract A was too large.

Mr. Nichols asked if there were any future plans to add an animal experience.

Mr. Compton stated there had not been any such discussions.

Mr. Howden asked if they had an animal experience at their Pennsylvania location.

Mr. Compton stated they did not.

Mr. Nichols asked if they used an animal wrangler by contract to handle their animals.

Mr. Compton stated they did not as they have an in-house animal team.

Mr. Nichols asked if there would be any animals on the property in the future not involved with the production.

Mr. Compton stated there would not.

Mr. Nichols asked how many animals they typically kept on the property.

Mr. Compton stated they typically house twenty-five to thirty animals.

Chairperson Harris asked if they would be providing any open food for the animals while outside.

Mr. Compton stated they would probably be providing hay.

Chairperson Harris stated the food will become an attractor to wild animals. He stated he was concerned with the potential interaction between the wild animals and the show animals.

Mr. Compton stated there should not be any issue since they would not be putting out any corn or grain. He stated the fencing would also be installed twenty-four to thirty inches into the ground to make it impossible for animals to get in or out of the pasture area.

Chairperson Harris asked for additional details regarding the buffer area between the fence and adjacent properties.

Mr. Compton stated the buffer would simply be a space between them, but it would certainly include trees and shrubs to also make it more aesthetically pleasing. He stated they wanted to be able to utilize Tract C as another pasture area.

Mr. Hornickel stated the proposed amendment affirmed that. He stated staff was happy to assist.

Vice-Chairperson Pinkley asked if they would be installing any retaining walls.

Mr. Compton stated they would not.

Chairperson Harris asked if any of the Commissioners had any other questions for the applicant; there was no response. He then asked if there was anyone else present who wished to make a comment or ask a question in regards to the request; there was no response. He asked if any of the Commissioners had any other questions; there was no response. He entertained a motion.

MOTION:

Motion by Commissioner Skains and seconded by Commissioner Nichols to approve Resolution 20-5.1 as presented.

AYES: Commissioners Howden, Loyd, Nichols, O'Day, Skains, Vice-Chairperson Pinkley and Chairperson Harris.

NOES: None.

ABSTAIN: None.

ABSENT: Commissioners Davis, Richards, and Romine.

Motion to approve Resolution 20-5.1 carried with a 7-0 vote.

COMMISSIONER & STAFF REPORTS

None.

ADJOURN

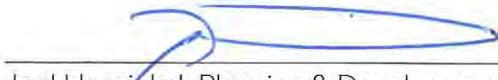
Motion by Commissioner Skains, seconded by Commissioner Howden, and unanimously carried to adjourn the meeting at 7:37 PM.



Clark Harris, Chairperson

5-6-2020

Date



Joel Hornickel, Planning & Development Director

5/5/2020

Date



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: MAY 12, 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 March 19, 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

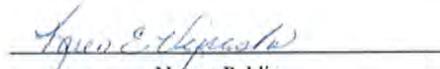
STATE OF Missouri)
)
) SS.
COUNTY OF Taney)

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)
) SS.
COUNTY OF Taney)

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.

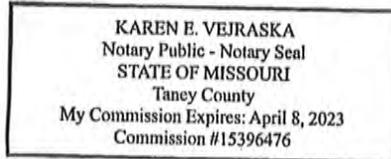
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

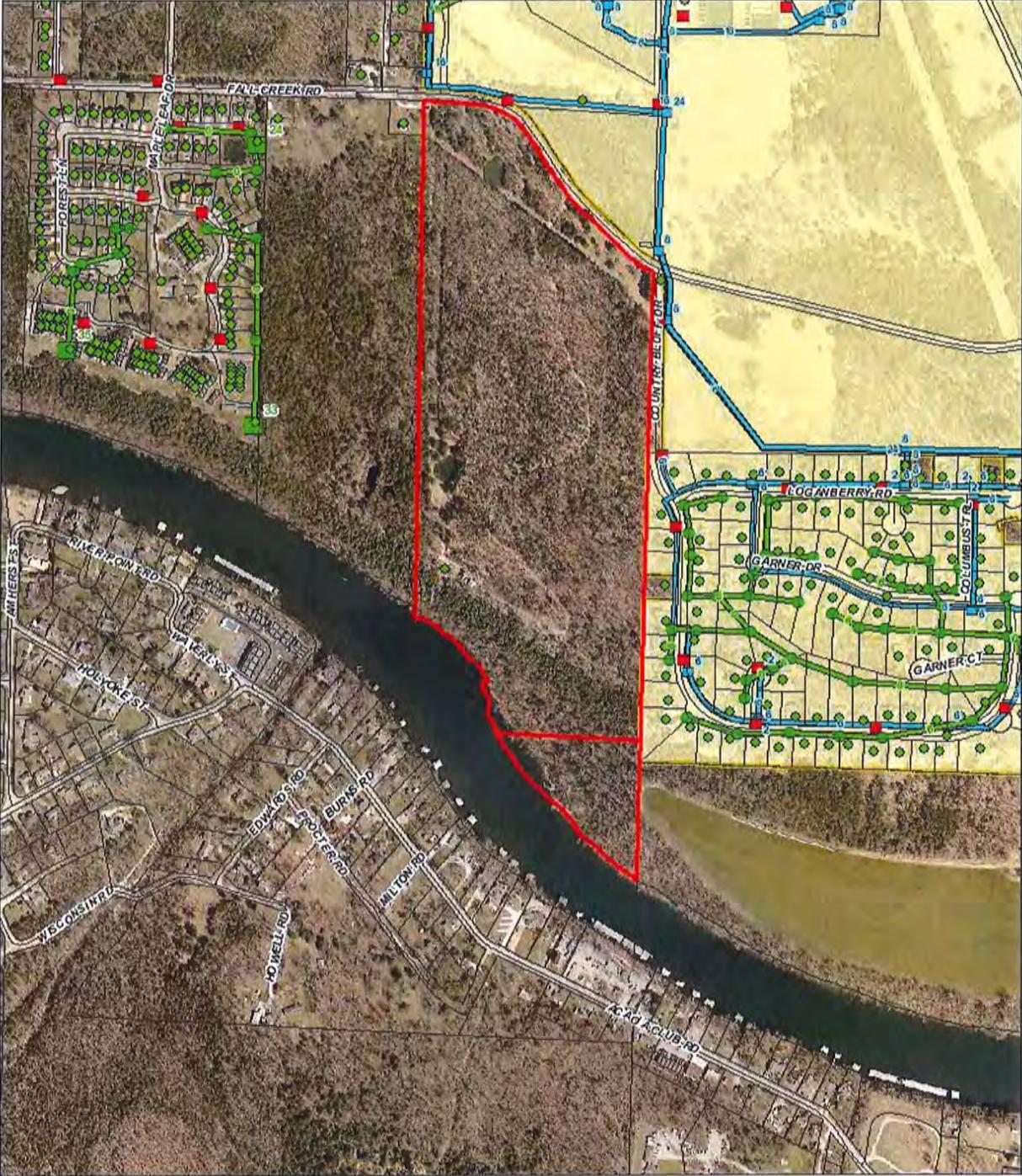
Karen E. Vejraska
Notary Public

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.

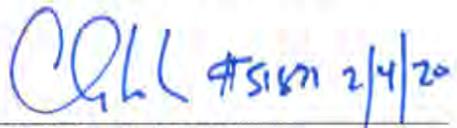
Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri, on this ____ day of _____, 2020.

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

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: PRESENTATION OF THE 2020 FINANCIAL UPDATE.

INITIATED BY: FINANCE DEPARTMENT

DATE: MAY 12, 2020

EXECUTIVE SUMMARY:

Presentation of the 2020 financial update in the city's immediate response to COVID-19. The summary includes planned budget cuts, fund outlooks and plans on how to re-establish fund reserve levels.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

A handwritten signature in black ink, appearing to be "JD", is written next to the "Not Recommended" option.

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

ATTACHED EXHIBITS: Exhibit "1" 2020 COVID19 COB Financial Update

City of Branson, MO



2020 Fiscal Health Update

APRIL 2020

PREPARED BY
Finance
Department



CITY OF BRANSON

IMMEDIATE FISCAL RESPONSE TO COVID-19

The city's COVID-19 approach comes in two stages. First, all departments have worked diligently toward identifying immediate budget cuts. The budget cuts are identified on the next page in more detail. Detailed fund outlooks have been developed for the General, Transportation, Public Safety, Parks, Tourism and Water/Sewer Funds. Second, plans on how to re-establish fund reserve levels (if needed) and what items may be added back to the budget will be established as the economy reopens.

01 *Establish New 2020 Budgetary Assumptions*

- All Departments have reviewed their budgets and identified areas to reduce 2020 expenditures including areas of Personnel, Capital and Material and Contractor costs. See next page for detail.

02 *Develop Business Support*

- Extended due date for licenses, eliminating any penalties for late renewals through May
- Extended Liquor License renewal date two months per state guidance. No penalties will be assessed for two additional months.
- Set up extended payment plans for utilities as needed
- Assist businesses wishing to obtain SBA loans

03 *Create More Advantageous Inflows and Outflows of Cash*

- Re-establish our N30 terms for cash flow purposes
- Reduce or cut some services that are not a priority to our community goals (priority-based budgeting)

04 *Develop Fund Outlooks*

- Develop individual fund outlooks to determine fund balance reserve levels based on new 2020 budgetary assumptions.

05 *Executive Summary*



Assumptions

Revenues:

- March thru July:
 - No Sales Tax Revenue
 - Equates to a 45% reduction in revenues for all tax funds
- All other, non-tax revenues assumed at a 45% reduction

Expenditures:

- Reduce personnel costs
 - Hiring freeze on 22 unfilled positions
 - 10 part-time positions are furloughed
 - 68 seasonal positions on hold
 - No raises
- Cut all capital spending
 - No new vehicles
 - No large projects
- Reduce materials or contractor costs
 - All non-essential contracts are to be put on hold or terminated
 - No travel expenses
 - No meals/lodging expenses
 - No clothing or uniform expense
 - Reduce supplies expense
 - Reduce education and training
 - Reduce subsidies

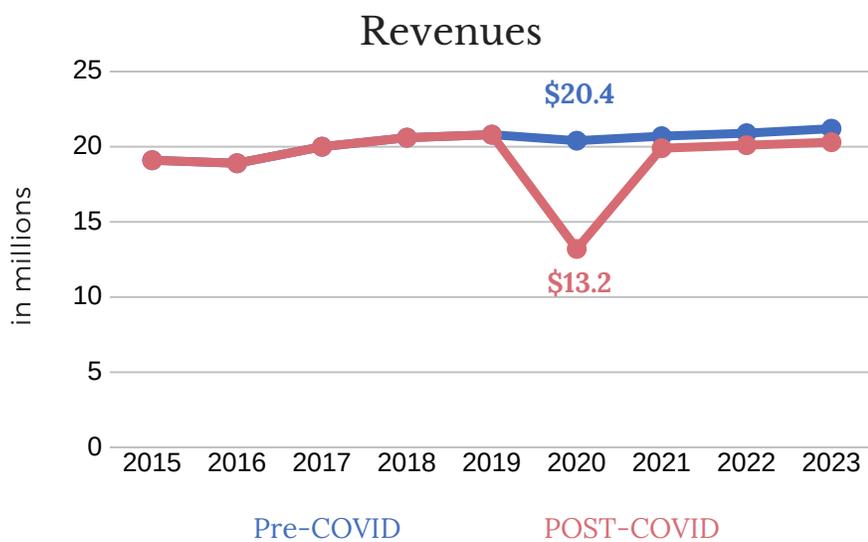
***For every month the quarantine is in effect, it will take the city approximately 6 months to reframe. So, for example, through July it would take the city between 20-24 months to reframe.**

General Fund

The Assumptions on the previous page identify areas of expenditure cuts from all General Fund departments (Administration, Clerk & Court, Engineering, Finance, Human Resources, Information Technology, Legal, and Planning & Zoning, Planning & Development, part of Public Works).

Additionally, reductions in sales tax revenues also trigger reduced subsidies and transfers to other funds, including Parks and Public Safety funds.

The city's reserve policy states that operating reserves may only be used for emergency purposes, including an unexpected loss or reduction of a key revenue source. The General Fund's healthy reserve ensures that public service levels are not drastically reduced in nearly every city department, except as needed to prevent the spread of illness.

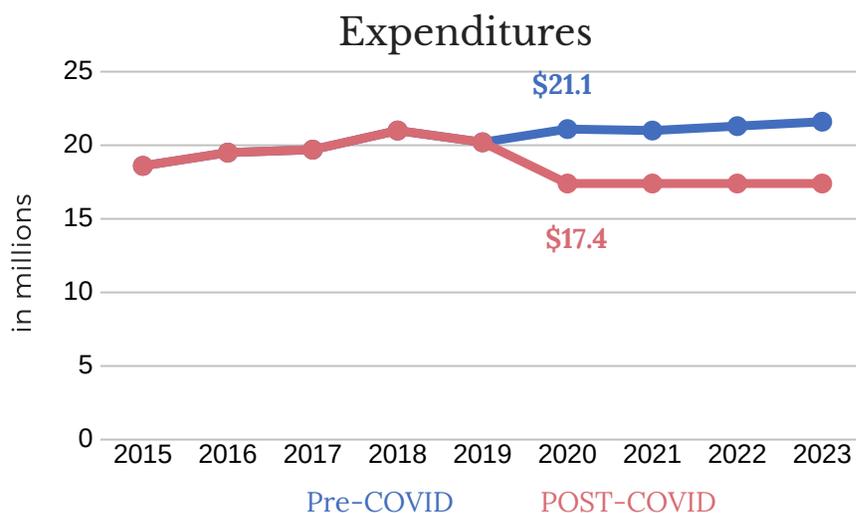


The graph at the left shows the expected impact of COVID-19 on General Fund revenues in 2020. We currently expect revenues to return to near normal levels later in 2020 into 2021.

Expected unreserved fund balance of 23% at 2020 year-end.

The graph at the right shows the spending cuts put in place in response to expected revenue decreases

Future year budgets are expected to remain at 2020 levels until fund balances reach desired levels.



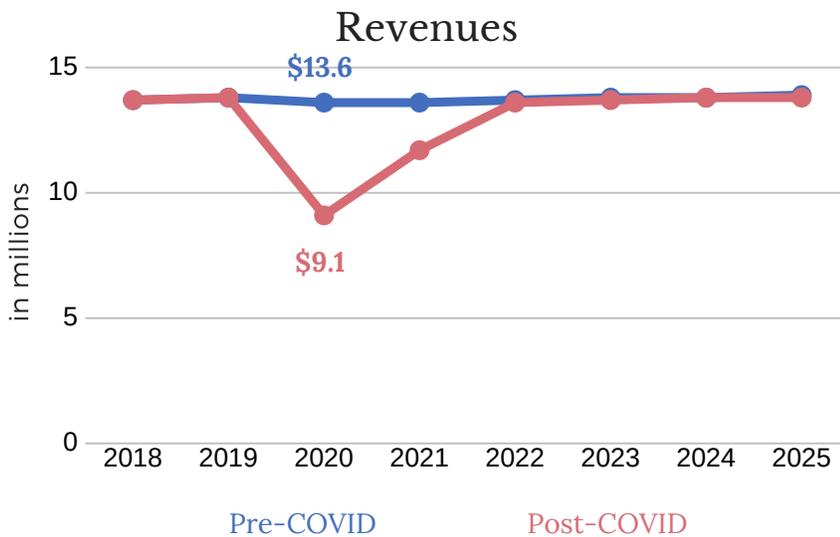
Public Safety Fund

Revenues in the Public Safety Fund will be reduced as revenues for the Fund are mostly sales tax dependent. We forecast the Public Safety sales tax revenues to decrease at the same rate as the General Sales Tax. The Public Safety subsidy from the General Fund is subject to the same budgetary decrease in sales tax receipts as the General Fund, but has been limited to 25% decrease to maintain current service levels.

Major cuts from Public Safety Expenditures:

- Capital Projects
- Overtime reductions
- Debt Service removed for new building
- Training
- Travel

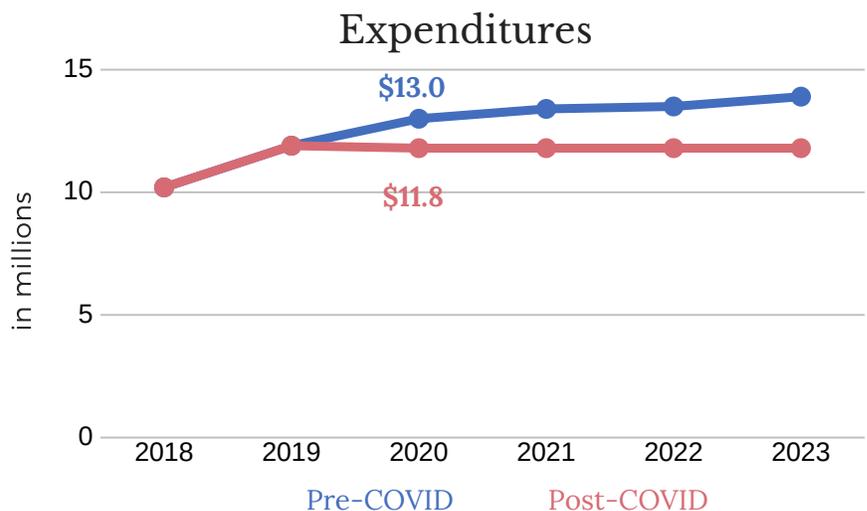
FY2020 Year-End Unreserved Fund Balance is projected to be 23%.



The graph at the left shows the expected impact of COVID-19 on Public Safety Fund revenues in 2020. These decreases are mostly made up of reduced receipts from the Public Safety Sales Tax and the General Fund transfer (as a result of reduced General Sales Tax Receipts).

The graph at the right shows the spending cuts put in place in response to expected revenue decreases.

Future year budgets are expected to remain at 2020 levels until fund balances reach desired levels..



Parks Fund

Major cuts from Parks Expenditures:

Reductions in Parks expenditures are based on services resuming August 1, 2020.

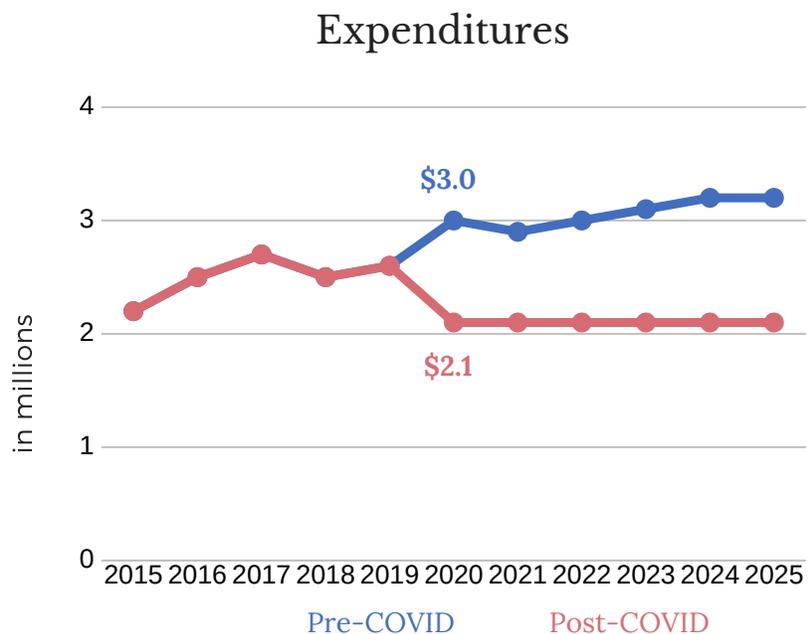
- Capital Projects
- Campground
 - Personnel Savings
 - Utility Expense Savings
- Pool
- Swim Team
- Youth Sports
- Day Camp
- Concessions
- Community Center
- Parks
 - Personnel Savings
 - Maintenance Contracts
 - Maintenance Supplies
- Recplex
 - Personnel Savings
 - Maintenance Grounds
 - Maintenance Supplies

The General Fund budgeted subsidy transfer to the Parks fund will be reduced by \$250,000 in FY2020.

FY2020 Year-End Unreserved Fund Balance is projected to be 10%.

The graph to the right shows the spending cuts put in place in response to expected revenue decreases..

Some of the decreases to Parks Department programs will also result in decreased revenues. For example, there will be no pool admission fees, youth sports sponsorships or fee collections for youth sports.



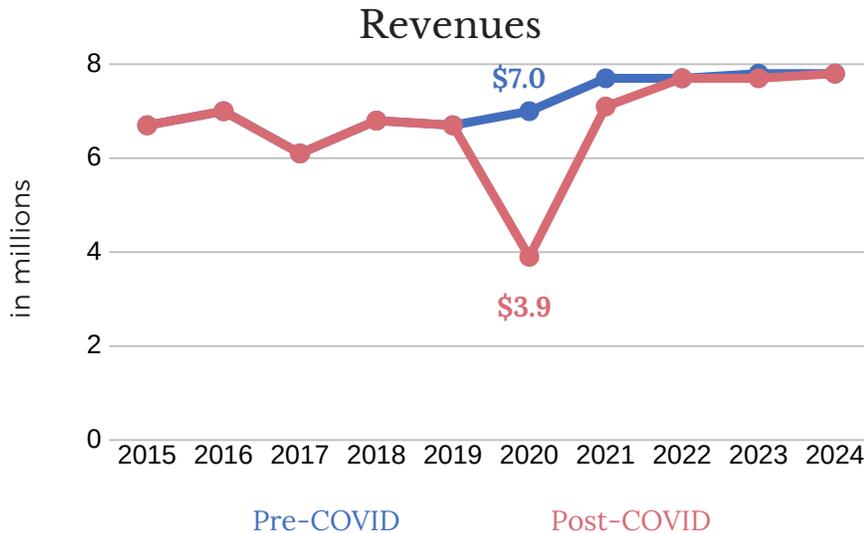
Transportation Fund

Revenues in the Transportation Fund are tax-driven, including the Transportation Sales Tax and transfers in from the Tourism Fund.

Multiple capital items are on hold for FY2020 that will save both the Transportation Fund and the General Fund Operating Budget.

Major cuts from Transportation Expenditures:

- Cut mill and overlay, microsurfacing and paint striping projects
- Capital Items
- Reduced fuel costs
- Contractual goods
- Personnel expenses
 - freeze on open positions
 - no part-time or seasonal positions

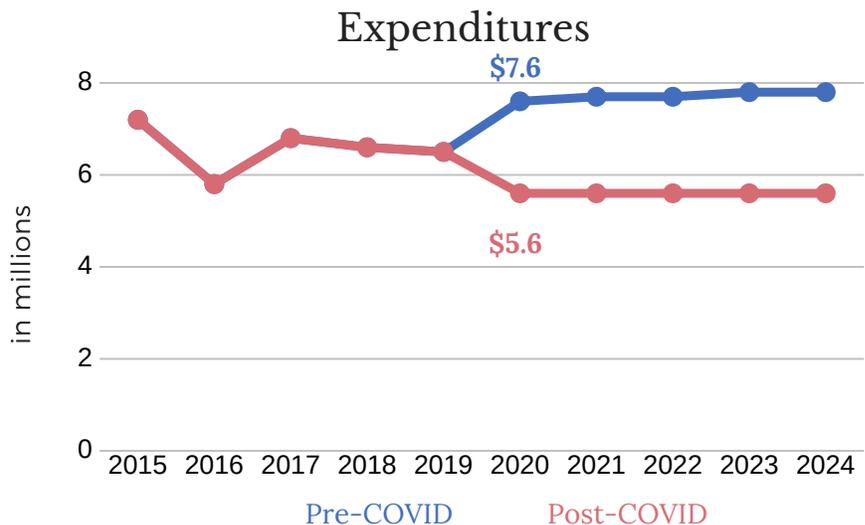


The graph at the left shows the expected impact of COVID-19 on Transportation Fund revenues in 2020. These decreases are mostly made up of reduced receipts from the Transportation Sales Tax.

Expected unreserved fund balance of 18% at 2020 year-end.

The graph at the right shows the spending cuts put in place in response to expected revenue decreases.

Future year budgets are expected to remain at 2020 levels until fund balances reach desired levels.



Water/Sewer Fund

Major cuts from Water/Sewer Fund:

- Capital Items
- Water tower painting funds & 2020 planned maintenance
- General Maintenance
- Electricity - reduction in production & treatment
- Biosolids drying

Many of the reductions in Water/Sewer expenditures will be realized through reduced demand levels. Reduced demand will also reduce departmental revenues for water and sewer service.

Revenues



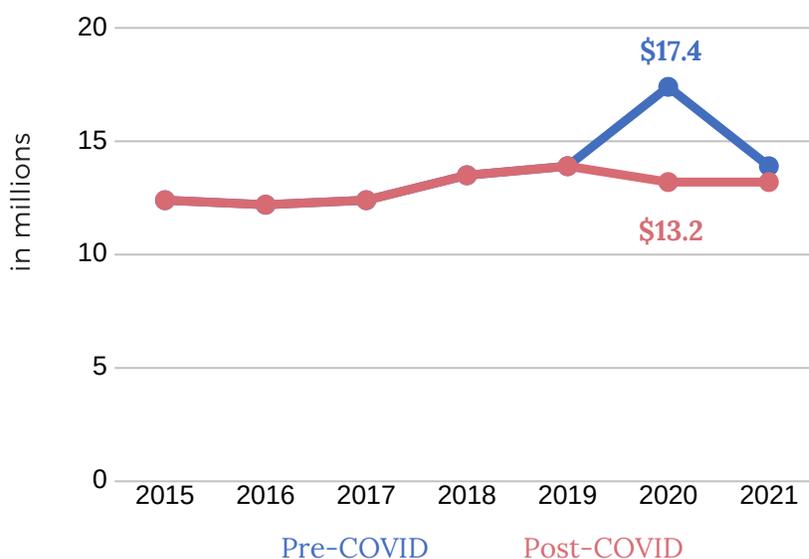
The graph to the left shows the expected decrease in Water/Sewer revenues, mostly due to decreased usage.

The 2020 Unrestricted Fund balance is expected to be 16%.

The graph to the right shows the spending cuts put in place in response to expected revenue decreases.

Future year budgets are expected to remain at 2020 levels until fund balances reach desired levels.

Expenditures



Pre-COVID

Post-COVID

Tourism Fund

Major cuts from Tourism Fund:

- Capital Items
- Marketing Expense

Revenues in this fund are required to be split 75% between infrastructure projects and 25% marketing. Reduced tax receipts will result in cuts to both types of expenditures.

Revenues



The graph to the left shows the expected decrease in Tourism Fund revenues, due to decreased visitation from Mid-March through May.

The 2020 Unrestricted Fund balance is expected to be 41%.

Expenditures

The graph to the right shows the spending cuts put in place in response to expected revenue decreases.

Future year budgets are expected to remain at 2020 levels until fund balances reach desired levels.



Executive Summary

This budget is a short term financial plan that has been created as a road map for the City of Branson to sustain the ongoing operations of the community during this time of uncertainty regarding the COVID19 Pandemic. As a result of the City of Branson maintaining healthy reserves in all of the funds and all of the departments working together as a team to develop budget cuts we are able to stabilize our financial position in the short term without causing large long term effects for every major fund. As previously stated it is important to understand that for every month the quarantine is in effect it will take the City approximately 6 months to reframe our position. We will look to the budget planning for FY2021 and FY2022 as our road back to a fully viable City.





STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING THE RENEWAL OF THE CONTRACT WITH ONLINE SOLUTIONS LLC D/B/A CITIZENSERVE FOR A LAND MANAGEMENT SOFTWARE SOLUTION AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: PLANNING & DEVELOPMENT DEPARTMENT

FIRST READING: MAY 12, 2020

FINAL READING: MAY 26, 2020

EXECUTIVE SUMMARY:

- Five qualified proposals were received on November 16, 2018, for a new land management software system, which had been a recommendation from the City of Branson’s Strategic Information Technology Plan in May 2015, to improve the customer’s experience and staff’s efficiencies related to the development process (processing applications, plan review, permitting and inspections).
- Utilizing the evaluation criteria within the Request for Proposal, staff recommended awarding a contract to Citizenserve Online Solutions, LLC. After the Budget and Finance Committee supported this recommendation during their March 1, 2019 meeting, the Board of Aldermen voted to approve and execute the contract (Ordinance No. 2019-0061).
- While the initial year of the contract was \$82,250.00 due to setup and training costs, this renewal is set not to exceed \$34,200.00 to simply support the continued use of the software for 19 users. As more opportunities are being explored for this new online solution, staff is actively exploring options to add more users in the near future.
- Citizenserve now provides citizens and customers with online access to request multiple permits through the building and planning modules, as well as the ability to request records from the Police Department. The code enforcement module is actively being worked on and is anticipated to be live by June.

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: ED-4: Financial Sustainability

ATTACHED EXHIBITS:

AN ORDINANCE APPROVING THE RENEWAL OF THE CONTRACT WITH ONLINE SOLUTIONS LLC D/B/A CITIZENSERVE FOR A LAND MANAGEMENT SOFTWARE SOLUTION AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson advertised for proposals in 2018 for a land management software solution to improve the customer’s experience and staff’s efficiencies related to the development process; and

WHEREAS, of the proposals received, Online Solutions LLC d/b/a Citizenserve was recommended for approval by staff and the Budget and Finance Committee; and

WHEREAS, an initial contract with Citizenserve was executed on May 28, 2019, by Ordinance No. 2019-0061 for one year with the option to extend it annually by the Board of Aldermen; and

WHEREAS, the Board of Aldermen desires to renew 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 renewal of the contract with Online Solutions LLC d/b/a Citizenserve for a land management software solution for an amount not to exceed \$34,200.00, and authorizes the Mayor to execute the contract in the form attached as Exhibit “A”.

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

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



Lisa K Westfall
City Clerk

Chris Lebeck #51831
City Attorney

**NOTICE OF CONTRACT RENEWAL
TECHNOLOGY CONTRACT**

THIS RENEWAL made and entered into this _____ day of _____, 20____, by and between the City of Branson, Missouri (the "City") and **Online Solutions LLC d/b/a Citizenserve** ("Service Provider") for renewal period **One** from **May 28, 2020 to May 28, 2021**.

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

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

2. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Thirty Four Thousand Two Hundred Dollars (\$34,200.00)**, all of which is dependent upon budget appropriations.

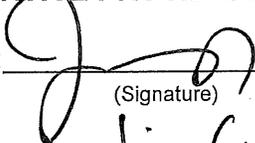
3. **Bonds and Insurance.** The Service Provider shall procure and maintain all insurance and bonds (if applicable) to satisfy statutory bonding requirements, and to protect the City from any liability exposure resulting from the Service Provider's activities as outlined in the original contract and provide the City the most up-to-date insurance certificates and to keep them current.

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

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

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

SERVICE PROVIDER:

By:  5/1/2020
(Signature) Date
Name: Jim Garvey
(Printed Name)

Title: Manager

Company Name: Online Solutions LLC

Address: 1101 E Warner Rd 160

Phone: 800-325-9818 x 703
Tempe, AZ 85284

E-Mail: jim@citizenserve.com

CITY OF BRANSON, MISSOURI

E. Edd Akers Date
Mayor

ATTEST:

Lisa K Westfall Date
City Clerk

APPROVED AS TO FORM:

 4/21/20
Chris Lebeck #51831 Date
City Attorney

Master Contract Number: C2019-0161

TECHNOLOGY CONTRACT

THIS CONTRACT, made and entered into this the 28th day of May, 2019 between the City of Branson, Missouri (the "City"), and Online Solutions LLC d/b/a Citizenserve (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the City has caused these Contract documents to be prepared for certain Work as described therein; and

WHEREAS, the Contractor has assured the City that it has the specialized expertise and experience necessary to properly Provide the Goods and Services in a timely manner and that its proposal includes all of the functions and features required for the goods and Services; and

WHEREAS, the City has accepted the Contractor's offer to provide the Goods and Services in accordance with the Contract's Price, Scope of Work and proposal documents; and

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to supply the Goods and Services at the price and on the terms and conditions herein contained, and to assume and perform all of the covenants and conditions herein required of the Contractor, and the City agrees to pay the Contractor the Contract price provided herein for the supply of the Goods and Services and the performance of the covenants set forth herein.

THE FURTHER TERMS, CONDITIONS AND COVENANTS of the Contract are set forth in the following order of precedence: (1) the Contract Document which includes: Definition of Words and Terms, Standard Contractual Terms and Conditions, Specific Contractual Terms and Conditions, Insurance Requirements and Attachments, which are incorporated by this reference, (A) Scope of Work, Service Level Agreement, Security, (B) Price, and (C) Project Schedule.

CONTRACTOR:

By: [Signature] 5/2/2019
(Signature) Date

Name: Jim Garvey
(Printed Name)

Title: Manager

Company Name: Online Solutions LLC

Address: 1101 E Warner Rd 160
Tempe, AZ 85284

Phone: 800-325-9818 x703

E-Mail: jim@citizenserve.com

Tax ID: 57-1152874

CITY OF BRANSON, MISSOURI

[Signature] 5/28/19
Edd. Akers
Mayor

ATTEST:
[Signature] 5/28/19
Lisa K Westfall
City Clerk



APPROVED AS TO FORM:
[Signature] 4/25/15
Chris Lebeck #51831
City Attorney

TABLE OF CONTENTS

DEFINITION OF WORDS AND TERMS.....	3
SECTION 1 STANDARD CONTRACTUAL TERMS AND CONDITIONS	5
1.1 Administration.....	5
1.2 Contract Amendment.....	5
1.3 Termination for Convenience.....	5
1.4 Force Majeure.....	5
1.5 Taxes, Licenses, and Certificate Requirements	5
1.6 Assignment.....	6
1.7 Indemnification and Hold Harmless.....	6
1.8 Applicable Law and Forum.....	7
1.9 Conflicts of Interest and Non-Competitive Practices.....	7
1.10 Mediation	8
1.11 Maintenance of Records	8
1.12 Nondiscrimination and Equal Employment Opportunity.....	8
1.13 Severability	9
1.14 No Waiver of Breach.....	9
SECTION 2 SPECIFIC CONTRACTUAL TERMS AND CONDITIONS	10
2.1 Execution of the Contract.....	10
2.2 Contract Term.....	10
2.3 Costs not to Exceed.....	10
2.4 Payment.	10
2.5 Notices.....	10
2.6 Acceptance Process	11
2.7 Final Acceptance Process.....	11
2.8 Warranty Provisions.....	12
2.9 Express Warranties for Software.....	12
2.10 City Responsibilities.....	12
2.11 Defective Work	12
2.12 Acceptable Use.....	13
2.13 Software Maintenance and Support.....	13
2.14 Independent Status of Contractor	13
2.15 Non-Disclosure of Data.....	13
2.16 Non-Disclosure Obligation	13
2.17 Public Disclosure Requests	13
2.18 No Prototype Components.....	14
2.19 Changed Requirements	14
2.20 Enhancements, Upgrades, Replacements and New Versions of Software.....	14
2.21 Background Checks.....	14
SECTION 3 INSURANCE REQUIREMENTS	15
3.1 Bonds and Insurance.....	15

DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: Written Documentation of the City's determination that the Contractor's Work has been completed in accordance with the Contract.

Contract Amendment: A written change to the Contract modifying, deleting or adding to the terms or Scope of Work, signed by both parties, with or without notice to the sureties.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between the City and the Contractor for completion of the Work under the Contract as set forth on Page 1 of this document.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the City for the performance of Services or Work under the Contract.

City: City of Branson and its officers, employees, agents, contractors, and subcontractors.

Day: Calendar Day.

Documentation: Technical publications and/or documentation relating to the use of the Software or Services to be Provided and delivered by Contractor under this Contract, such as reference manuals, training manuals, user manuals, maintenance manuals, installation, systems administration and technical guides designed to instruct the City on the features, uses, and functions of the Software or Services.

Effective Date: The date the Contract is countersigned by the City.

Enhancement: Technical or functional additions to the Software to improve Software Functionality and/or operations. Enhancements are delivered with new releases of the Software.

Error: An unanticipated Software problem resulting in program behavior not following the Software's logical design and/or the Contract.

Final Acceptance: The point when the City of Branson acknowledges that the Contractor has performed the entire Work in accordance with the Contract.

Go Live Date: The date in which the Work is completed, and the Software and Services are first implemented and used by the City in a live production environment.

Object Code: The executable, machine-readable, form of a Software program. Object code is instruction code in machine language produced as the output of a compiler or an assembler.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Project Manager: The individual designated by the City to manage the project on a daily basis and who may represent the City for Contract administration. This Contract may be part of a larger City project.

Provide: Furnish without additional charge.

RSMo: The Missouri Revised Statutes

Scope of Work (SOW): A portion of the Contract consisting of written descriptions of Services to be performed, or the goods to be Provided or the technical requirements to be fulfilled under this Contract contained within Scope of Work Section.

Services: The furnishing of labor, time or effort by a Contractor, including Software Maintenance or Support, custom Software, or consulting but not involving the delivery of any specific manufactured goods.

Software: All or any portion of the then commercially available version(s) of the computer Software programs and Enhancements thereto, including Source Code, hosted versions of the computer Software programs and

Enhancements thereto, including Source Code and Documentation licensed and delivered or provided by Contractor to the City.

Source Code: A set of instructions, written in a programming language, that must be translated to machine instructions before the program can run on a computer. These instructions must be compiled into Object Code before the computer can understand them.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Update: All published revisions to the Documentation and copies of the new release of the Software, which are not designated by Contractor as new products.

Upgrade: Subsequent releases of the Software and Documentation that generally have a new major version number, i.e. version 6.3 to version 7.0 or minor releases, such as 6.3 to 6.4.

Virus: Software code that is intentionally and specifically constructed for the purpose of destroying, interrupting or otherwise adversely impacting other code or data in a computer, such as replicating itself or another program many times without any useful purpose.

Work: Everything to be Provided and done for the fulfillment of the Contract and shall include all Software, Hardware and Services specified under this Contract, including Contract Amendments and settlements.

SECTION 1 STANDARD CONTRACTUAL TERMS AND CONDITIONS

1.1 Administration

This Contract is between the City and the Contractor who are jointly responsible for Providing the Work described herein. The City is not party to defining the division of Work between the Contractor and its Subcontractors, if any, and the Scope of Work has not been written with this intent.

The Contractor represents that it has or shall obtain all personnel, materials and equipment required to perform Work hereunder.

The Contractor's performance under this Contract may be monitored and reviewed by City personnel. Reports and data required to be Provided by the Contractor shall be delivered to the City as described herein.

1.2 Contract Amendment

All changes to the Contract shall be through a Contract Amendment. No oral order or conduct by the City or Contractor shall constitute a change to the Contract. If any Contract Amendment causes an increase or decrease in the cost of, or the time required for performance of any part of the Work under this Contract, the Contract may be modified if agreed to in writing by both parties.

1.3 Termination for Convenience

Either party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the other party. In that event, the terminate date shall be the thirtieth (30th) day after furnishing proper notice to the other party. The Contractor shall be paid its costs, including necessary and reasonable Contract closeout costs and profit on that portion of the Work performed and Accepted up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the City, the Contractor shall account for the same and dispose of it in the manner the City directs. All termination payment requests may be subject to Cost or Price Analysis.

1.4 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances causing the inability to perform the requirements of this Contract. If a party is rendered unable, wholly or in part, by a force majeure event or any other cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the City shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default. Whenever a force majeure event causes the Contractor to allocate limited resources between or among the Contractor's customers, the City shall receive no less priority in respect to such allocation than any of the Contractor's other customers.

1.5 Taxes, Licenses, and Certificate Requirements

This Contract and any of the Work Provided hereunder is contingent and expressly conditioned upon the ability of the Contractor to Provide the specified goods or Services consistent with applicable federal, state or local laws and regulations. If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time

this Contract becomes effective, the Contractor shall notify the City immediately of such condition in writing.

The Contractor and Subcontractor(s) shall maintain and be liable for all taxes (except sales/use taxes), fees, licenses, permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to Provide the Work under this Contract.

1.6 Assignment

Neither party shall assign or transfer any interest, obligation or benefit under or in this Contract, whether by change of control of greater than 51%, transfer of a controlling interest of greater than 51%, sale of assets or stock, merger with another entity, assignment or novation, without written consent of the other party. If assignment or transfer is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender. An assignment or transfer shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

1.7 Indemnification and Hold Harmless

A. Patent and Copyright Indemnity

The Contractor shall protect, indemnify, defend and save harmless the City from any and all claims or lawsuits alleging a violation of a third party's copyright or patent rights. So long as the City gives Contractor prompt notice of any infringement claim brought against the City regarding the Software and the City gives Contractor information, reasonable assistance, and sole authority to defend or settle any infringement claim, then, in the defense or settlement of an infringement claim, Contractor shall, in its reasonable judgment and at its option and expense: (i) obtain for the City the right to continue using the Software; (ii) replace or modify the Software so that it becomes noninfringing while giving equivalent performance; or (iii) if Contractor cannot obtain the remedies in (i) or (ii), the parties may proceed to a court of competent jurisdiction to determine the amount of fees that shall be returned to the City. Before final payment is made on this Contract, the Contractor shall, if requested by the City, furnish acceptable proof of a proper release from all such fees or claims. Contractor shall have no liability to indemnify or defend the City to the extent the alleged infringement is based on: (i) a modification of the Software the City or others authorized by the City but not by the Contractor; or (ii) use of the Software by other than in accordance with the Documentation. If the City is required to defend itself or enter into a settlement agreement due to Contractor's failure to defend, Contractor shall indemnify the City for its costs and expenses as well as any judgment entered against the City.

B. Indemnification For All Other Actions

Contractor agrees to indemnify and hold City, its agents, servants, officials and employees, harmless from and against all claims, damage, costs and expenses, including attorneys' fees, arising out of Citizenserve's performance, or failure to perform, any service or function required by the Agreement and for any property damage or personal injury caused by Citizenserve.

C. Limitation of Liability

Except for the City's intentional and willful violations of Contractor's intellectual or proprietary rights, which can be attributed to the City management, and injuries to persons by either party, neither party shall be liable for any indirect, incidental, special or consequential damages,

including but not limited to lost data or profits, however arising, even if it has been advised of the possibility of such damages. Either party's liability for damages to the other under this Contract shall be limited to (2 X times) the value of the Contract. The parties agree to the allocation of liability of risk set forth in this paragraph.

1.8 Applicable Law and Forum

This Contract shall be governed by and construed according to the laws of the State of Missouri, including but not limited to, the Uniform Commercial Code, Section 400, RSMo. Any claim or suit concerning this Contract may only be filed and prosecuted in either the Circuit Court of Taney County, Missouri or the U.S. District, Western District of Missouri in Springfield, Missouri.

1.9 Conflicts of Interest and Non-Competitive Practices

A. Conflict of Interest

By entering into this Contract to perform Work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest in the Contract, and that it shall not acquire any interest that conflicts in any manner or degree with the Work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the City. The City shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

B. Contingent Fees and Gratuities

By entering into this Contract to perform Work, the Contractor represents that:

1. No Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the City or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.
3. Any Person having an existing Contract with the City or seeking to obtain a Contract who willfully attempts to secure preferential treatment in his or her dealings with the City by offering any valuable consideration, thing or promise, in any form to any City official or employee shall have his or her current Contracts with the City canceled and shall not be able to enter into any other Contract with the City for a period of two (2) years.

C. Disclosure of Current and Former City Employees

To avoid any actual or potential conflict of interest or unethical conduct:

1. City employees or former City employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the City or within one (1) year after leaving City employment if he/she participated in determining the Work to be done or processes to be followed while a City employee.

2. Contractor shall identify at the time of offer current or former City employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former City employees involved in this transaction may result in the City's termination of this Contract.
3. After Contract award, the Contractor is responsible for notifying the City of current or former City employees who may become involved in the Contract at any time during the term of the Contract.

1.10 Mediation

If a dispute arises out of or relates to this Contract, or the breach thereof, the parties may, upon mutual agreement, endeavor to settle the dispute in an amicable manner by mediation, or other agreed form of ADR process, prior to commencing litigation.

1.11 Maintenance of Records

A. Retention of Records

The Contractor and its Subcontractors shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles for governmental entities. The Contractor shall retain all financial information, data and records for all Work under the Contract for six (6) years after the date of final payment.

B. Audit Access

1. Federal, state or City auditors shall have access to Contractor's and its Subcontractors' records for the purpose of inspection, Cost or Price Analysis, audit or other reasonable purposes related to this Contract. Federal, state or City auditors shall have access to records and be able to copy such records during the Contractor's normal business hours. The Contractor shall Provide proper facilities for such access, inspection and copying.
2. Audits may be conducted during or after the Contract period for purposes of evaluating claims by or payments to the Contractor and for any other reason deemed appropriate and necessary by the City. Audits shall be conducted in accordance with generally accepted accounting principles for governmental entities and/or federal, state or City audit procedures, laws or regulations. The Contractor shall fully cooperate with the auditor(s).
3. Proof of Compliance with Contract
The Contractor shall, upon request, provide the City with satisfactory documentation of the Contractor's compliance with the Contract.

In addition, the Contractor shall permit the City and if federally funded, the Comptroller General of the United States, or a duly authorized representative, to inspect all Work, materials, payrolls and other data and records involving the Contract.

1.12 Nondiscrimination and Equal Employment Opportunity

A. Nondiscrimination in Employment

During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

B. Equal Employment Opportunity Efforts

The Contractor will undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. The Contractor's equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause.

C. Compliance with Laws and Regulations.

The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. The Contractor shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

D. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by contract and by applicable law.

1.13 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision shall be severed from the rest of this Contract. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain valid and binding.

1.14 No Waiver of Breach

No action or failure to act by the City shall constitute a waiver of any right or duty afforded to the City under the Contract; nor shall any such action or failure to act by the City constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the City in writing.

SECTION 2 SPECIFIC CONTRACTUAL TERMS AND CONDITIONS

2.1 Execution of the Contract

The documents constituting the Contract between the City and the Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them.

The Contract may be executed in counterparts, any of which shall be deemed an original and which shall together constitute one Contract.

2.2 Contract Term

The initial term of this Contract shall be for one (1) year from the Effective Date of the Contract may be extended by the City for additional one (1) year increments subject to the termination provisions at paragraph 1.3, Termination for Convenience/Default/Non-Appropriation.

2.3 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 Contractor 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 Contractor shall notify the City if the Contractor anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation.

2.4 Payment.

- A. Conditioned upon acceptable performance. The City agrees to pay the Contractor in accordance with the terms set forth in **ATTACHMENT B** which shall constitute complete compensation for all work to be rendered under this contract.
- 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 Contractor under the terms of this contract exceed the sum of eighty-two thousand, two hundred and fifty dollars (\$82,250.00).

2.5 Notices

All notices or documentation required or Provided pursuant to this Contract shall be in writing and shall be deemed duly given when delivered to the addresses set forth below.

For Project Management related notices, questions or documentation:

CITY OF BRANSON	CONTRACTOR
Project Manager	Account Manager
Joel Hornickel	Ray Barker
Planning/Development Director	1101 E. Warner Road
110 W. Maddux St.	Suite 160
Branson, Missouri 65616	Tempe, AZ 85284
jhornickel@bransonmo.gov	ray@citizenserve.com

For Contract related notices, questions or documentation contact:

CITY OF BRANSON LEGAL DEPT.	CONTRACTOR
Christopher W. Lebeck	Jim Garvey
City Attorney	Manager
110 W. Maddux St.	1101 E. Warner Road
Branson, MO 65616	Suite 160
clebeck@bransonmo.gov	jim@citizenserve.com

2.6 Acceptance Process

The City may Accept Work by phase or milestone as specified in the Scope of Work. The Contractor will give the City "notice of completion" of Work related to a specific milestone following the Contractor's completion of all such Work in accordance with the requirements in the Contract.

A. Acceptance Process

Upon completion of the milestone deliverables, the Contractor will notify the City and the Acceptance process will commence. Acceptance shall be based on conformance with the Scope of Work. After notice by Contractor of completion of the milestone, City will issue a written notice of milestone Acceptance or Provide Contractor with a notification of rejection, which will include documentation of the specific grounds for the rejection, outlining items not in compliance with the deliverables.

B. Correction of Deficiencies Process

If a deliverable is rejected, Contractor will have a commercially practicable time to correct items documented in the City's notification of rejection. Following the receipt of Contractors' notice that the Work has been corrected, the City will issue a written notice of Acceptance or provide Contractor with a notification of rejection, which will include documentation of the specific grounds for the rejection, outlining Work not in compliance with the milestone. The project schedule will be adjusted accordingly in the event that a dispute regarding the method or accuracy of the correction causes a delay. If the deliverable(s) fails to comply with the milestone after Contractor's second attempt to correct the Work and no clear plan can be agreed upon between the City's Project Manager and the Contractor's Project Manager, the City will determine the appropriate corrective action(s) up to and, including declaring a breach of Contract.

2.7 Final Acceptance Process

The City shall begin the Final Acceptance process as follows:

- A. The parties shall agree on the start date for the Acceptance test.
- B. The Acceptance test shall include ninety (90) days of continuous operation of the Work without material defect in accordance with the Contract in the City's fully implemented production environment.
- C. If the City Accepts the Work, the City will send a notice of Final Acceptance to the Contractor.
- D. If the City determines that the Work is not Acceptable, the City shall notify the Contractor in writing, describing the deficiencies.

- E. The Contractor shall either Provide a detailed, written plan to achieve Final Acceptance or to make corrections or replacements within a mutually agreed upon time period. The parties shall mutually agree on a start date for beginning another Acceptance test.
- F. Another ninety (90) Day successful operation period shall follow any corrections or replacements to the Work. Two (2) or more ninety (90) Day operation Acceptance test periods can occur if mutually agreed to by the parties.
- G. If the City Accepts the Work following a second or subsequent Acceptance test the City will send a notice of Final Acceptance to the Contractor.
- H. If the Contractor does not correct or replace the unacceptable Work the City may declare a breach of Contract.

2.8 Warranty Provisions

A. Warranty Term

The services provided by Contractor are provided on an “as is” basis, and City’s use of the services is at its own risk. Contractor does not warrant that the services will be uninterrupted or error-free.

2.9 Express Warranties for Software

- A. Contractor warrants that it has full power and authority to offer a subscription to the City without the consent of any other Person.

2.10 City Responsibilities

City acknowledges it is receiving only a limited subscription to use the Software and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the Software all of which title and rights shall remain with Contractor. In addition, City agrees that this subscription is limited to applications for its own use and may not lease or rent the Software nor offer its use for others. All Customer data is owned by the City.

City agrees to provide Contractor with all information reasonably necessary to setup or establish the Software on City’s behalf, and that implementation and “go live” timelines vary based on the availability and responsiveness of City’s personnel and on the City’s priorities and objectives. CitizenServe and Customer agree that they will work collectively on a best efforts basis to achieve a satisfactory migration from legacy systems and to achieve the Customers implementation objectives..

2.11 Defective Work

Prior to Final Acceptance, when and as often as the City determines that the Work, furnished under the Contract is not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to the Contractor. Within seven (7) Days of receiving such written notification, the Contractor shall supply the City with a detailed, written plan which indicates the time and methods needed to bring the Work in compliance with the Contract. The City may reject or accept this plan at its discretion. If the City rejects the plan the Contractor may be determined to be in material default of the Contract. This procedure to remedy defects is not intended to limit or preclude any other remedies available to the City by law.

2.12 Acceptable Use

City represents and warrants that the Software will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures.

Contractor may, upon misuse of the Software, request City to terminate access to any individual and City agrees to promptly comply with such request unless such misuse is corrected.

2.13 Software Maintenance and Support.

Software and Service Support shall be as described in ATTACHMENT A. Additionally, Contractor will use commercially reasonable efforts to back up and keep the Software in operation consistent with applicable industry standards and will respond to customers' requests for support as follows: (1) Within four hours on the same business day for standard issues when reported between the hours of 7:00 a.m. Central time through 8:00 p.m. Central time Monday – Friday (excluding holidays), and by 11:00 a.m. Central time on the next business day for standard issues reported outside of these hours, and (2) Within one hour for urgent system issues, defined as the system being down/inaccessible.

2.14 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent Contractor relationship shall be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit, which would accrue, to an employee of the City.

2.15 Non-Disclosure of Data

Data provided by the City either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the City data in any form without the express written approval of the City.

2.16 Non-Disclosure Obligation

While performing the Work under this Contract, the Contractor may encounter personal information, licensed technology, Software, Documentation, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the City or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the City's or the third party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the City of such requirement prior to disclosure.

2.17 Public Disclosure Requests

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the appropriate provisions of the Missouri Sunshine Law, Section 610.010, et. al.

2.18 No Prototype Components

All Work shall be in production and be used by customers comparable to the City at the time of the Contract Effective Date. Test or prototype items shall be clearly identified as such. A sufficient inventory of the Work shall be available to meet delivery requirements.

2.19 Changed Requirements

New federal, state and City laws, regulations, ordinances, policies and administrative practices may be established after the Contract Effective Date is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements shall be implemented through paragraph 1.2, Contract Amendment.

2.20 Enhancements, Upgrades, Replacements and New Versions of Software

A. The Contractor agrees to Provide to the City, at no cost, prior to, and during installation and implementation of the system any Software/firmware Enhancements, Upgrades and replacements which the Contractor initiates or generates, and the delivery of such shall be borne solely by the Contractor.

2.21 Background Checks

Contractor warrants and represents that each and every Contractor employee can meet the following requirements: (a) No felony convictions within the past ten (10) years for crimes involving computers, moral turpitude, including fraud, perjury, dishonesty; and (b) No adverse employment actions within the past ten (10) years regarding dishonesty or the use or misuse of computers.

SECTION 3 INSURANCE REQUIREMENTS

3.1 Bonds and Insurance.

The Contract must have and maintain, at the Contractor's expense, adequate liability insurance 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 Contractor'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) 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. The Contractor will require all Subcontractors to provide and maintain like insurance as set forth above unless the Contractor's policies extend to claims made against or growing out of operations of the Subcontractor.
- C. 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.
- D. Contractor understands and agrees that the insurance required under the terms of the contract in no way precludes the Contractor from carrying such other insurance as may be deemed necessary by the Contractor for the operation of the Contractor's business or for the benefit of the Contractor's employees.
- E. Notwithstanding any other provision of the contract to the contrary, no insurance procured by the Contractor 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 Contractor shall cause all policies of insurance related to the contract to be endorsed in accord to this subparagraph.
- F. If this is a multi-year contract then the Contractor 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.
- G. Insurance Certificates. It is the sole responsibility of the Contractor 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.



Scope of Work for the City of Branson, MO Land Management Software Solution

February 12, 2019

TABLE OF CONTENTS

Table of Contents	Page 4
Section 1 – Project Schedule	Page 6
Section 2 – Project Deliverables	Page 7
Project Plan	Page 7
System Configuration	Page 9
System Integration	Page 10
Gap Analysis and System Modifications	Page 12
Data Conversion	Page 18
Databases Targeted for Conversion	Page 43
Databases Extraction Process	Page 43
Number of Data Conversions	Page 43
Data Validation and Auditing Process	Page 43
Data Conversion Acceptance Process	Page 43
System Testing and User Acceptance Testing	Page 43
Training Plan	Page 44
Go Live Plan	Page 50
Section 3 – Service Level Agreement	Page 7
Service Description	Page 51
Service Support Hours and Response Times	Page 52
Virtualization and Load Balancing	Page 54
Service Availability Guarantee	Page 55
Service Performance Guarantee	Page 55
Change Management Procedures	Page 56
Backups	Page 57
Updates	Page 57
User Agent Process for Support Tickets	Page 62
Ownership of Data	Page 62
Section 4 – Security	Page 61
Third Party Audits	Page 61
Security Reviews	Page 61
Data Transmission	Page 62
Data Location and Collocation	Page 62
Confidentiality of Data	Page 62
Section 5 – Software License Terms	Page 63

SECTION 1 – PROJECT SCHEDULE

Please see the attached MS Project plan that provides details on the tasks, deliverables, and go live timing for the City's Citizenserve project.

SECTION 2 – PROJECT DELIVERABLES

Project Plan

Citizenserve uses an agile approach to our implementations, which means that we do not have a lot of the overhead associated with traditional waterfall projects. As part of the project management process, we will provide the following project planning elements.

Project Schedule/Work Plan. Please refer to the MS Project plan in the previous section that includes estimated project and task start dates, deliverables, and go live activities. Resources can be added to each deliverable as task assignments are made.

Because we do not insist on a rigid scope of work, this schedule may change. If the City decides midway to change a workflow, add a set of reports, or train additional resources, Citizenserve will adapt the schedule to accommodate the new requests. The schedule is provided for planning purposes, with the understanding that we will be flexible as requirements and needs change.

Project Deliverables and Milestones. We will provide a list of project milestones and deliverables that matches the list detailed in our proposal.

Risk/Issue Management Plans. The Citizenserve project manager will provide a risk management plan that matches the plan detailed in our proposal. The Citizenserve project manager will also provide an issue management plan that matches the plan detailed in our proposal to address project issues.

Change Management Plan. We will provide a change management plan that matches the plan detailed later in this document.

System Configuration

Citizenserve is an extremely flexible system that can be configured to meet the needs of different departments and functions. Configuration is a process that happens in real time in the live system. The Citizenserve implementation manager will provide a Setup Checklist of supporting documentation that is required to begin the setup; this documentation typically includes items like copies of permit applications, fee structures, notices and forms, etc. The City's Citizenserve configuration will be developed through

the weekly walkthrough meetings, using the documents from the Setup Checklist as a starting point.

In addition to the Setup Checklist, the following documents will be used to configure the system:

- Process Document describing all processes to be managed by Citizenserve (Owner: City project manager)
- List of All Forms, Notices, and Standard Letters (Owner: City project manager)
- Examples of All Forms, Notices, and Standard Letters (Owner: City project manager)
- Workflow Document describing all workflow routes (Owner: City project manager)
- Process/Policy Gap Document (Owner: City project manager)

During the weekly walkthrough meetings, City team members from required departments will review any new or changed setups, provide feedback on needed changes, and view edits that the Citizenserve implementation manager makes to the configuration on-the-fly, during the meetings. In between meetings, the City team members will be tasked with accessing and reviewing the configurations to note needed additions or changes. This process continues until the City team identifies no required changes and the configuration is deemed complete.

System Integration

Our understanding is that the City requires integration between Citizenserve and the following systems:

- ESRI GIS,
- Laserfiche, and
- Payment Processor.

The City project manager will provide an Integration Specification Document that defines the data that is to be exchanged between Citizenserve and the three systems listed above. The Citizenserve solution architect will develop integration programs for the three systems. The City team members will be responsible for testing the integrations to ensure that the correct data is being exchanged between Citizenserve and the external systems. The Citizenserve implementation manager will coordinate testing with the City to ensure that testing occurs in the City's designated test environment/instance, if necessary, to prevent test data from being introduced to production databases. Once testing begins, needed changes can be delivered quickly.

Citizenserve's unlimited support includes integration points. If an issue is discovered with an integration post go live, the same solution architect will be assigned to resolve the issue.

Gap Analysis and System Modifications

The City's project manager will be responsible for providing the Citizenserve team with a Process/Policy Gap Document; however, the Citizenserve team will work with the City to suggest system and process improvements, based upon our experience with multiple other municipalities who have implemented Citizenserve in pursuit of the same efficiencies and improvements as the City. System modifications will occur via the weekly walkthrough meetings, and will continue until the City is satisfied with their Citizenserve configuration and have no additional requests for modifications.

Data Conversion

Databases Targeted for Conversion. Our understanding is that the City requires conversion of their legacy permitting and code enforcement system, NaviLine by Superior, into the Citizenserve database. We further understand that the legacy system is based on Excel, has approximately 15,000 records, and has approximately 75 data fields.

Database Extraction Process. Prior to data conversion we will complete the setup of your permit applications, fees, and code enforcement in Citizenserve. Next the Citizenserve solution architect will map the data from your legacy system to the Citizenserve setup, creating a Data Migration/Conversion Specifications Document. **We request that each database designated for conversion be provided to Citizenserve without modification** (other than data cleanup). Once this step is complete the Citizenserve solution architect will write a migration/conversion script and run a test migration/conversion.

Number of Data Extractions. We have a test migration environment where we can run unlimited migration tests until the City has validated the migration and is ready to sign off on the migration. All migrated and converted records are marked, so we can delete the migration/conversion, make edits to the migration script, and rerun the migration. This process can be repeated until the City has validated the data migration and is ready for sign off.

Data Validation and Auditing Process. The Citizenserve team will do walkthroughs with key users to make sure files are getting set up properly. We can assist the City team in writing queries to validate the migrated data for completeness and accuracy. We have a test migration environment where we can run tests, or we can run the migration/conversion into production. All migrated and converted records are marked so

that we can delete the migration/conversion and rerun it. With Citizenserve we can perform the migration/conversion before going live; we can also perform the migration/conversion after the system is live if the City decides to start using Citizenserve for new records and close out files in their older system.

The City can reduce the amount of time required for data conversion by ensuring that the data is as clean as possible (e.g., errors in the data are identified and corrected) prior to the start of conversion testing. This step reduces the amount of data conversion test runs required.

Data Conversion Acceptance Process. We will run the data migration/conversion process, assist in testing and validating the migrated data, make changes to the migration script, and rerun the migration as many times as are required to ensure that the data is migrated completely and accurately. Once the City has verified the migration to its satisfaction, the City will provide acceptance of the data migration.

In the event that an issue with the migrated data is discovered post go live, support for making fixes to the migrated data is included as part of the subscription's unlimited support. Because fixing an issue with migrated data once the system is live in Production can be time consuming, we are incented to provide robust support for the data migration testing effort to catch any issues prior to sign off.

System Testing and User Acceptance Testing

System Testing: Citizenserve is offered as a Software-as-a-Service, in a high availability, multi-tenant environment, rather than hosted instances for each customer. All systems are up and live, with hundreds of municipalities and thousands of users. Each integration point will require testing once developed; the configuration will be tested and verified via the weekly walkthroughs.

User Acceptance Testing: The City's users will review and approve each permit type, all fees, inspections, review workflows, and templates in the weekly walkthroughs. During Go Live (typically scheduled on a weekend), the City's designated user acceptance testers will verify that the production data has been loaded; the data from the legacy permitting and code enforcement system, NaviLine by Superior, has been migrated correctly; and that the integration points are functioning as designed.

Citizenserve will continue to hold the weekly walkthroughs for a few weeks after going live in case there are questions or issues arise. Changes are quick and easy to make if issues are identified.

Training

One to two weeks before go live, staff members will be trained via web conferencing in small groups. The Citizenserve implementation manager will work with the City's project manager to identify participants in the following types of training:

- User training,
- System Administrator training, and
- Technical training (optional).

The Citizenserve implementation manager will schedule training sessions via the GoToMeeting web conferencing tool. Each training session will focus on a specific group's core job responsibilities; for example, inspectors will be trained in different sessions from plan reviewers. Most users attend one or two ninety-minute training sessions; additional one-on-one training sessions can be scheduled at no additional charge for users who would benefit from additional training.

If training is required for any of the City's users, system administrators, or technical resources post go live, Citizenserve will schedule additional training sessions at no charge.

Go Live

Go Live activities are typically scheduled over a weekend to minimize disruptions to operations. Because the configurations completed during the weekly walkthrough sessions are conducted in the production environment, the production system will be fully configured, with only the loading of data and acceptance testing left to complete. Final data is typically provided on a Friday afternoon. Over the weekend all test data will be removed from the system, the production data will be imported, and the data from the legacy permitting and code enforcement system, NaviLine by Superion, will be migrated using the approved migration scripts. The City's designated user acceptance testers will verify that the production data has been loaded; the data from the legacy permitting and code enforcement system, NaviLine by Superion, has been migrated correctly; and that the integration points are functioning as designed.

Citizenserve will continue to hold the weekly walkthroughs for a few weeks after going live in case there are questions, issues arise, or changes that could be beneficial are identified. Changes are quick and easy to make if issues are identified.

SECTION 3 – SERVICE LEVEL AGREEMENT

Service Description

Once Go Live is complete, we will transition from project implementation to our unlimited support. The support extends to addressing any issues; setting up new processes; improving existing processes; setting up new workflows; writing custom reports; user, system administrator, and technical training; configuring new features; troubleshooting integrations; and resolving issues with migrated/converted data that are discovered post go-live. Your users, administrators, and technical staff will never be assessed an additional charge for support.

The only work that is not covered under Citizenserve's unlimited support are:

- Configuring integrations to new external systems. If the City decides to add a new integration point post go live, we will work with the City to determine the requirements and cost for the new integration. Once the integration is implemented, support for the integration will be included in Citizenserve's unlimited support; resolving any issues with the integration point will not incur an additional charge.
- Migrating data from a new data source. If the City determines that data needs to be migrated from a source **other than** the legacy permitting and code enforcement system, NaviLine by Superior, we will work with the City to determine the requirements and cost for the new data migration effort. Once the data is migrated, support for the migrated data will be included in Citizenserve's unlimited support.
- Addition of new users. If new users are added to the subscription, we will provide training and implementation for a fee of \$1,200 per user, and will determine the prorated fee to add the user(s) the subscription.

Service Support Hours and Response Times

The software has a built-in support center and we encourage users to use this feature to submit requests. We also have a toll-free support line that users can call for end user and technical support. Support requests can be marked as standard or urgent. For standard requests, our service level agreements are as follows:

- For standard requests submitted between the hours of 7:00 a.m. Central time through 8:00 p.m. Central time, we will respond on the same business day within four hours.
- For standard requests submitted outside of these hours, we will respond on the next business day prior to 11:00 a.m. Central time.

For urgent system requests, defined as the system being down/inaccessible, Citizenserve staff are available 24/7 and will respond within one hour; our average response time is 15 minutes.

Virtualization and Load Balancing

We do not offer virtualization. The application servers are load balanced.

Service Availability Guarantee

Citizenserve has over 300 local government customers; we support thousands of end users on the same platform. Citizenserve was started 16 years ago as a cloud-based or software-as-a-service solution, and over the past 16 years we have exceeded 99.99% uptime. In the Iron Mountain Data Center Facilities, the Citizenserve equipment is dual corded, receiving power from two separate feeds including separate power supplies. The equipment itself has dedicated uninterruptable power supplies and staggered power to redundant power supplies. The database and application servers are backed up and replicated continuously to multiple locations. An indefinite log is kept so data can be restored to a point in time if necessary. We maintain several hundred terabytes of storage.

If a server fails, we have a backup server. If the facility fails, we have a geographically diverse backup data center. If our data center provider fails, we have a standby facility capable of restoring operations in less than an hour.

Service Performance Guarantee

Citizenserve has automated monitoring of system performance to alert us to any issues with system response time. In the 16 years that Citizenserve has been operating, we have never had an instance of poor application performance. Citizenserve is a contemporary internet-based application that uses the browser cache and has sub-second screen refresh times. The time required to load large documents will vary based upon the internet connection.

Change Management Procedures

During the life of the project, the Citizenserve team will conduct weekly walkthroughs to configure the system according to the needs of the City. If the City team decides a change is needed to a workflow, report, role, etc., the Citizenserve implementation manager will make the configuration change and continue to iterate until the City's team determines the requirements have been met. We do not haggle over scope, and will continue to iterate and make configuration changes until the City is ready to go live.

Post Go Live, requests for new features and functionality are tracked in the Support Center that is built into Citizenserve. Users can subscribe to the updates and get a list of all the changes and fixes in the most recent version before it is released. A test version with a full database copy is set up to test new versions. Once a version is tested, it is moved to production. If an unexpected problem occurs with the new version a rollback to the previous version is possible in minutes. Full database backups are performed when each new version is released and the full backup is restored, so it is online for any necessary real-time troubleshooting.

New major features are oftentimes done with a configuration option. For example, if we update a component like the HTML editor with a better version, we will migrate customers one by one to make sure that existing letter and email templates are not affected. This is as simple as changing a flag in the database, but allows switching back and forth while any issues are resolved. Resolving issues like this are included in the unlimited support.

Major upgrades are usually accomplished by setting up a new application server and migrating customers over time. An example of a major upgrade is moving to a new version of Java. With new major features and major upgrades the customers who requested these features are in the vanguard of testing the feature in the test environment and in moving to the feature or upgrade.

When new patches are released for server operating systems, we start by patching all non-production servers to ensure there are no issues, then patch production environments last. The exception to this approach is when known issues are imminent threats, like the WannaCry ransomware threat that recently occurred. In this case, everything gets patched immediately. Since we maintain one high-availability, multi-tenant environment rather than hosted instances for each customer, the patching process is greatly simplified.

Backups

Online Solutions, LLC has backup processes at different levels:

- the database level,
- the application level, and

- the server level.

Database backups.

- Full backups of the Citizenserve databases, including all data and metadata, are conducted nightly.
- Test restores of the Citizenserve database backups are conducted nightly.
- Database log files are created every 15 minutes.
- Database consistency checks are performed weekly.

Application backups.

- Full backups of the Citizenserve application code are conducted nightly.
- Test restores of the Citizenserve application code are conducted nightly.

Server backups.

- Full backups of the Citizenserve database server are conducted nightly.
- Full backups of the Citizenserve application server are conducted nightly.

Backup storage.

Online Solutions, LLC stores our backups in regionally diverse locations to mitigate the impact of a regional disaster.

- Both the database and application code backups are stored in the Edison, New Jersey data center.
- The database backup and log files and the application code backups are maintained online for quick access and minimal RTO and RPO.
- Both the database and application server backups are stored in the Edison, New Jersey data center.

Archival of backups.

- Online Solutions, LLC maintains full database and application backups indefinitely.
- Full database backups are kept indefinitely (greater than five (5) years).
- Database log files are kept indefinitely (greater than five (5) years).
- Full application code backups are kept indefinitely (greater than five (5) years).
- The archives of the application code backups, full database backups, and database log files enable a Recovery Point Objective (RPO) of 15 minutes or less.

Database replication process.

Online Solutions, LLC replicates the database to a server at the primary data center at the Iron Mountain facilities in Phoenix, Arizona and to the backup data center at the Iron Mountain facilities in Edison, New Jersey. Replication occurs on a continuous basis, ensuring a low RTO and RPO.

Updates

We maintain all the systems and software, including support of all interfaces and migrated/converted data. We release new features and any fixes twice a month. Our model is not the typical “big bang” version upgrade that combines long lists of enhancement requests that have been gathered over months or years. Citizenserve is continually improving based upon customer feedback and requested enhancements.

We have 16 years of experience managing the twice monthly software updates. We test changes in a full test environment; customers who are involved in the changes can also access the test environment. When a new version is ready we move it to production; the process happens at night and only takes an application server restart, which requires less than 5 minutes total. The prior version of the software is always available if there is a critical issue with the new version and the decision is made to roll back.

User Agent Process for Support Tickets

The Citizenserve implementation staff are the same team members who staff our support hours. We have extremely low turnover, so all of our implementation/support staff have years of experience with Citizenserve and in the field of community development.

If the support team member who is initially assigned to your request is not able to resolve it because it requires specific knowledge of the City's project or implementation (e.g., a question about a custom interface), then the support ticket will be promptly assigned to a staff member who was assigned to the City's project.

Ownership of Data

The City owns its data. Citizenserve will provide the City with a copy of its data upon request, or the City can schedule regular downloads of the data; the data will be provided in Microsoft SQL Server format. With Citizenserve data is not archived and there is a never a charge for storage.

SECTION 4 – SECURITY

Third Party Audits

Citizenserve employs Coalfire to conduct regular security audits.

Security Reviews

Citizenserve uses the Iron Mountain data center in Phoenix, Arizona for its primary data center and the Iron Mountain data center in Edison, New Jersey for its backup data center. Iron Mountain conducts regular security reviews to maintain its security certifications.

Data Transmission

Client data is encrypted at the browser level using a VeriSign encryption certificate. Data cached in the browser is encrypted as well. Citizenserve uses a Verisign certificate and all data sent over the internet is encrypted using HTTPS with TLS 1.2.

Data Location and Collocation

Citizenserve data is housed in the Iron Mountain data center in Phoenix, Arizona; backup facilities are a secondary Iron Mountain data center in Edison, New Jersey. Information about the facilities can be found at the following links:

<http://www.ironmountain.com/digital-transformation/data-centers/locations/phenix-data-center>

<http://www.ironmountain.com/digital-transformation/data-centers/locations/new-jersey-data-center>

Confidentiality of Data

We comply with all privacy laws and regulation requirements related to maintaining the security and confidentiality of our customers' data.

**ATTACHMENT B
PRICE**

Contact Term:

Billing Cycle: Annual
 Billing Schedule: Upon Contract Signing
 Service Term Starts: Effective Date
 Service Term Ends: One (1) Year from Effective Date

Components to be Implemented:

Building Permits
 Planning and Zoning
 Code enforcement
 Citizen Access Pages

Fees:

19 User Subscriptions	\$1,800 per named user per year	\$34,200.00
Setup, Training and Implementation	\$1,200 per named user	\$22,800.00
Additional Services	Data Migration Excel: 2019 Outstanding Fees and Service Cost Tracking, bp open permits, Existing Contractors)	\$5,250.00
	System Integration (Authorize.net)	\$0.00
	Financial System Integration	\$10,000.00
	System Integration (ESRI GIS)	\$10,000.00
	Total 1st Year Fees	\$82,250.00
	Each Additional Year Fees	\$34,200.00

Optional Items:

System Integration (Laserfiche): \$10,000
 System Integration (Contractor Licensing): \$10,000

Apr-19 May-19 Jun-19 Jul-19 Aug-19 Sep-19 Oct-19 Nov-19 Dec-19 Jan-20 Feb-20

Task/Phase

Branson, MO





STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING THE RENEWAL OF THE CONTRACT WITH ARVEST BANK FOR PURCHASE CARD SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: FINANCE DEPARTMENT

FIRST READING: MAY 12, 2020

FINAL READING: MAY 26, 2020

EXECUTIVE SUMMARY:

- After evaluating proposals for banking and purchase card services in 2018, staff recommended awarding a contract for banking services to Central Bank and purchase card services to Arvest Bank.
- Staff recommends renewing the contract with Arvest Bank for purchase card services for a third renewal of the contract, commencing June 27, 2020 to June 26, 2021.
- The contract is no cost to the city.

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. 5810 /

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RENEWAL OF THE CONTRACT WITH ARVEST BANK FOR PURCHASE CARD SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, The City of Branson accepted the bid proposal of Arvest Bank for banking services on April 5, 2017; and

WHEREAS, upon accepting the proposal, the contract was executed for a term of four years to be reviewed and approved annually by the Board of Aldermen; and

WHEREAS, the Board of Aldermen desires to approve the 3rd renewal of 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 approves the renewal of the contract with Arvest Bank for banking services and authorizes the Mayor to execute the contract in the form attached hereto as Exhibit "A".

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

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

Master Contract Number: C2017-0205

Sub-Contract Number: _____

**NOTICE OF CONTRACT RENEWAL
SERVICES CONTRACT**

THIS RENEWAL made and entered into this _____ day of _____, 20____, by and between the City of Branson, Missouri (the "City") and **Arvest Bank** ("Service Provider") for renewal period **Three** from **June 27, 2020** to **June 26, 2021**.

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

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

2. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **See Pricing Page – Exhibit A of original contract attached as Exhibit 1, all of which is dependent upon budget appropriations.**

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

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

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

SERVICE PROVIDER:

By: Pamela J Yancey 3/6/2020
(Signature) Date

Name: Pamela J Yancey
(Printed Name)

Title: Community Market Director, EVP

Company Name: Arvest Bank

Address: 5601 Gretna Rd Branson, mo.

Phone: 417-243-4404

E-Mail: ~~pyancey@arvest.com~~
Pyancey@arvest.com

CITY OF BRANSON, MISSOURI

E. Edd Akers Date
Mayor

ATTEST:

Lisa K Westfall Date
City Clerk

APPROVED AS TO FORM:

CLC #51831 1/7/20
Chris Lebeck #51831 Date
City Attorney

SERVICES CONTRACT

THIS CONTRACT made and entered into this 27th day of June, 2017, by and between the City of Branson, Missouri (the "City") and **Arvest Bank** ("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 one year from the execution date, with the City having the right, at its sole option, to renew the contract for three (3) additional one-year periods, or part thereof. 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 contractual commitment in excess of the original contract period. In the event the**

contract is renewed, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period.

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

7. **Payment.**

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

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **See Pricing Page – Exhibit A, all of which is dependent upon budget appropriations.**

8. **Termination of Contract.**

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

B. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in

no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination, in the event of termination in the absence of breach.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SERVICE PROVIDER:

By: Pamela J Yancey
(Signature)

Name: Pamela J Yancey
(Printed Name)

Title: Community Market Director

Company Name: Arvest Bank

Address: 5601 Gretna Road
Branson, Mo. 65616

Phone: 417-243-4404

E-Mail: pyancey@arvest.com

Tax ID: 71-0118700

CITY OF BRANSON, MISSOURI

Karen Best
Karen Best
Mayor

ATTEST:
Lisa K Westfall
Lisa K Westfall
City Clerk



APPROVED AS TO FORM: WTD 8/17
William T. Duston
City Attorney Date

Arvest Bank
5601 Gretna
Branson, MO 65616

PRICING PAGE

Arvest Bank agrees to provide Banking Services in accordance with the terms and conditions of this contract.

015. Purchase card capability \$ no annual fee

Summary of purchasing card program:

1. A one-card Visa Purchasing Card solution.
2. 1.39% cash back rebate on total net purchases for the month.
3. No cost customized credit cards
4. No cost *ePayables Program*.
5. Purchasing restrictions can be placed on individual cards.
6. 25-day grace period for repayment
7. Annual in-person business review.
8. Periodic onsite visits.
9. No cost for *CentreSuite* reporting system.

Includes:

In-person training

Open/close new card online in real-time

Increase/decrease individual limits in real-time

Review transactions as they post

Provide direct feed from Visa to accounting system

Provide spending data in a City specific flat file format

Support staff available to work with City's IT department

10 standard reports for audit purposes

10. Cardholders can access their account with view only capabilities
11. In person training for administration and cardholders with follow-up at no additional cost
12. No annual card fee
13. Late payment fee \$29

STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING THE RENEWAL OF THE CONTRACT WITH CENTRAL BANK FOR BANKING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: FINANCE DEPARTMENT

FIRST READING: MAY 12, 2020

FINAL READING: MAY 26, 2020

EXECUTIVE SUMMARY:

- After evaluating proposals for banking and purchase card services in 2018, staff recommended awarding a contract for banking services to Central Bank and purchase card services to Arvest Bank.
- Staff recommends renewing the contract with Central Bank for banking services for a third renewal of the contract, commencing June 27, 2020 to June 26, 2021.
- The contract is no cost to the city.

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. 5811/

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RENEWAL OF THE CONTRACT WITH CENTRAL BANK FOR BANKING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, The City of Branson accepted the bid proposal of Central Bank for banking services on April 5, 2017; and

WHEREAS, upon accepting the proposal, the contract was executed for a term of four years to be reviewed and approved annually by the Board of Aldermen; and

WHEREAS, the Board of Aldermen desires to approve the 3rd renewal of 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 approves the renewal of the contract with Central Bank for banking services and authorizes the Mayor to execute the contract in the form attached hereto as Exhibit "A".

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

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

Master Contract Number: C2017-0204
Sub-Contract Number: _____

**NOTICE OF CONTRACT RENEWAL
SERVICES CONTRACT**

THIS RENEWAL made and entered into this _____ day of _____, 20____, by and between the City of Branson, Missouri (the "City") and **Central Bank of Branson** ("Service Provider") for renewal period **Three** from **June 27, 2020** to **June 26, 2021**.

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

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

2. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **See Pricing Page – Exhibit B of original contract attached as Exhibit 1, all of which is dependent upon budget appropriations.**

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

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

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

SERVICE PROVIDER:

CITY OF BRANSON, MISSOURI

By: Shawn Barbour 1/29/20
(Signature) Date

E. Edd Akers
Mayor Date

Name: Shawn Barbour
(Printed Name)

ATTEST:

Lisa K Westfall
City Clerk Date

Title: Vice President / CFO

Company Name: Central Bank

Address: P.O. Box 130 Branson, Mo 65615

Phone: 417-334-4125

APPROVED AS TO FORM:
CLL #51831 1/7/20
Chris Lebeck #51831
City Attorney Date

E-Mail: Shawn.barbour@centralbank.net

SERVICES CONTRACT

THIS CONTRACT made and entered into this 27th day of June, 2017, by and between the City of Branson, Missouri (the "City") and **Central Bank of Branson** ("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 one year from the execution date, with the City having the right, at its sole option, to renew the contract for three (3) additional one-year periods, or part thereof. 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 contractual commitment in excess of the original contract period. In the event the**

contract is renewed, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period.

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 **See Pricing Page – Exhibit B, 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.

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Attn: Contract Management
110 W Maddux St., Ste. 205
Branson, MO 65616
417-337-8522
Fax: 417-335-4354 – Attn: Contract Management

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

SERVICE PROVIDER:

By: Thomas S. Dadds
(Signature)
Name: Thomas S. Dadds
(Printed Name)
Title: VICE President / Cashier
Company Name: CENTRAL BANK
Address: P.O. Box 130
BRANSON MO 65615
Phone: 417-334-4125
E-Mail: tom.dadds@centralbank.net
Tax ID: 44-0542961

CITY OF BRANSON, MISSOURI

Karen Best
Karen Best
Mayor

ATTEST:
Lisa K Westfall
Lisa K Westfall
City Clerk



APPROVED AS TO FORM:

William T. Duston
William T. Duston
City Attorney
Date: 5-7

Central Bank
Tom Dodds
PO Box 130
Branson, MO 65615

SCOPE OF WORK

1. Purpose: Central Bank agrees to provide banking, safekeeping, and investment services and to serve as a depository for the funds of the City in accordance with the requirements of all applicable federal and state statutes and the following specifications.
2. General Requirements: The services will be performed in accordance with the following:
 - 2.1 Accounts (as of this date)
 - A. Money Markets (four +/-)
 - B. Checking account (P/R Trust)
 - C. Checking account (AP Disbursements)
 - D. Checking account (Payroll)
 - E. Checking account (Courts)
 - F. Non-Interest Bearing accounts (two +/-)

Predominately, daily receipts will be deposited into two of the money market accounts (A). Checks will be written from accounts B, C, D and F. All accounts are subject to incoming and outgoing transfers and wires.

2.2 Repurchase Agreement

Central Bank agrees to utilize a "Repurchase Agreement" system for the short term investment of various funds providing the amount of interest earned each month as described below:

- (1) The bank will "automatically" handle the overnight and weekend investment of the city's excess cash through the use of "Repurchase Agreements", as outlined in section (2) through (7).
- (2) All cash in the investment account will be invested daily in securities (defined as acceptable for pledging purposes under state law) under an agreement with the financial institution to repurchase these securities from the city at a specified future date (generally one to three days). The interest rate to be paid on these repurchase agreements is to be specified by the bank.
- (3) All interest earned on Repurchase Agreements will be automatically credited to the account monthly.

(4) A "Repurchase Agreement" (Sweep Account) form will be issued and delivered to the city reflecting daily repurchase agreement activity for the entire statement cycle. At a minimum, the report must show the following:

- securities will be priced to market daily
- the description of the securities purchased, including amount, interest rate, maturity, etc.
- the maturity date of the Repurchase Agreement (defined as the next banking day)
- the settlement date for the purchase
- the principal amount of city funds invested from each bank account, and the total investment amount
- safekeeping receipt information
- the city's name and address as buyers of the securities
- the Repurchase Agreement will evidence the purchase from the city and financial institution have agreed to the repurchase account including interest rate stated

(6) The Repurchased Agreement form is to be signed by an officer of the bank.

(7) On the maturity date of the Agreement, the bank must repurchase the securities from the city for the amount originally invested by the city, plus interest earned for the period. Original investment amount must be credited to the account from which it originated, and interest must be credited to the "Earned Interest Account".

Repurchase agreements must have segregated collateralization at a rate of 100%. Proposals should indicate the methodology for segregating said collateral.

2.3 Legal Requirements

All City funds that are deposited must be collateralized pursuant to Missouri Statute. The financial institution chosen by the City must be a member of the Federal Deposit Insurance Corporation (FDIC) and shall provide adequate collateral over the FDIC insurance limit, in the form of U.S. Treasuries and Agency Securities at a minimum of 102% of assets. All transactions between the City and its depository must be conducted in accordance with all applicable Federal, State and Local laws including, but not limited to, Chapter 110 RSMo, Section 30.270 RSMo, and Section 95.355 RSMo. And evidenced in writing a minimum of once a month.

Any breach of such statutory regulation will be grounds for immediate termination of the depository agreement.

2.4 Basic Services

Central Bank shall offer at a minimum the following:

- A. Money market/checking/savings accounts at a fixed or variable rate of interest

- B. Deposit slips with carbon copies
- C. Designated bank officer for City business
- D. Monthly statements with canceled check copies/facsimiles listed in numerical order with online access and the capability of being downloaded
- E. Daily/Weekly/or Monthly reporting of all checks cleared against the accounts with on line access and the capability of being downloaded
- F. Forms or online access appropriate for transferal of funds between accounts
- G. Stop payment orders
- H. Wire transfer of funds
- 7. Overdrafts
- J. Direct deposit services
- K. Automatic Bank drafting services
- L. Credit card receipt processing
- M. Online banking capability
- N. Positive Pay capability
- O. Purchase Card capability
- P. Fees – e.g. returns of deposited checks and bank drafts, wires, transfers, etc.
- Q. Responsiveness – e.g., resolution of ABD / EFT issues (deposits into and payments from accounts), ability to effect wires / transfers of funds late in the business day, provide transactional information, general problem resolution, etc.
- R. Night depository services, including bags
- S. A quarterly report of collateral pledged and its market value at that time shall be furnished the City within thirty (30) days of the close of the quarter.
- T. Availability of Funds—the City desires that deposits that get to the bank at or before 4:00 p.m. Central Standard Time will be credited on that day’s business. Any cash or checks drawn on the Bank, which are deposited into the City’s account prior to 4:00 p.m. Central Standard Time must show up as collected funds on that same day. If a situation occurs where the bank fails to give the

City same day credit, the City expects to be compensated at a rate equal to that which the funds would have earned in the account.

- U. Coin Counting Services—The City desires that Central Bank accept coin deposits in bulk and count loose coins and credit them to the City’s account.
- V. Bank Card/Debit Card Merchant Services—The City accepts MasterCard, Visa Cards, and Discover Cards at the Parks and Receptions locations, and Finance Office. It is understood that fees must be calculated based on volumes, ticket size, etc.; however, please disclose any additional fees and related costs for this service other than the interchange fee. The selected financial institution must provide the card reader with attached printer.
- W. Imaging—The City would like to request information on the Financial Institution’s current capabilities in regard to imaging of paid items. Any additional information that the entity wishes to share regarding imaging capabilities and opportunities may be included in the proposal.
- X. Optional Services—the City and Central Bank may agree to add services not covered above (as those services become available and are desired by the City), based upon a price to be negotiated between the two entities at the time of the addition of the service
- Y. Other Services—there may be other banking services; which the financial institution wishes to bring to the City’s attention. These may be listed on a separate sheet with the fee, if any, for such services (such as a sweep account).
- Z. Limitations or Restrictions—please indicate if there are extra requirements and/or limitations required of the City regarding banking services i.e. size of transactions, number of transactions per day, etc.

6. City of Branson’s Financial Information

Average Monthly Balance – Savings (2016)

- GF Savings Acct (main account) \$2,578,565
- AP Clearing Acct \$454,250
- Payroll Clearing Acct \$29,264
- Tourism Acct \$2,408,454
- Municipal Court Acct \$29,494
- Payroll Trust Acct (Flex Spending)\$8,349

BANKING SERVICE (Consolidated Analysis – Estimated Year from 2016)

General Account Services

ESTIMATED
NUMBER

Depository Services

Paper Credits.....	1,540
Electronic Credits.....	2,171
Paper Debits.....	4,130
Electronic Debits.....	469
Returned Deposited Items.....	75
Re-deposited Returned Item.....	80
Stop Payments.....	11
Deposited Checks	52,636
ACH Services	
Original Transit Item (Originated items).....	25,728
Received Item.....	160
ACH Return.....	89
Coin and Currency Services	
Cash Deposited – Per \$100.....	NA
Coin Deposited – Per Roll.....	NA
Coin Deposited – Machine Counted.....	4

Cash Deposited each month in 2016

January	\$31,632	July	\$124,573
February	\$40,679	August	\$50,874
March	\$40,100	September	\$42,257
April	\$47,474	October	\$44,058
May	\$74,176	November	\$38,825
June	\$128,237	December	\$27,233

7. Financial Data

In order to establish the financial strength of the depository institution, the following ratios will be derived and furnished by the proposing institution for the previous quarter:

A. Liquidity:

1. Bank loans to deposits.
2. Loans to assets minus plant and equipment.
3. Cash and equivalents to total assets.
4. Percentage of assets maturing in one year.
5. Cash and equivalents to deposits.

B. Asset Quality:

1. Current loan losses to total loans.
2. Reserves as a percentage of total loans.
3. Nonperforming loans to total loans.

C. Profitability:

1. Return on earning assets:
2. Return on equity.

D. Strength:

1. Capital to deposits.
2. Capital to loans.
3. Capital to assets.

E. Management:

1. Net charge-offs to loans.
2. Income before security transactions to assets.

PRICING PAGE

Central Bank provided pricing information as specified below to provide Banking Services in accordance with the terms and conditions of the contract.

001.	Fixed or variable rate of interest Outlined as option 1 and/or 2 in the RFP	75%
002.	Deposit slips with carbon copies	\$ N/C
003.	Designated bank officer	\$ N/C
004.	Monthly statements w/ checks listed in order or online access or capability to download	\$ N/C
005.	Daily/Weekly/Monthly reporting of all checks cleared	\$ N/C
006.	Forms for transferring funds or online access	\$ N/C
007.	Stop payment	\$ N/C
008.	Wire transfer capability	\$ N/C
009.	Overdrafts	\$ N/C
010.	Direct deposit services	\$ N/C
011.	Automated bank drafting services	\$ N/C
012.	Credit card receipt processing	\$ Additional services
013.	Online banking capability	\$ N/C
014.	Positive pay capability	\$ N/C
016.	Other fees (returns of deposited checks, draft wires, transfers, etc.)	\$ N/C
017.	Responsiveness (ability to do transactions late in the day)	\$ Yes
018.	Night depository services and bags (how many)	\$ N/C
019.	Quarterly report of collateral pledged & its market value within 30 days of closing	\$ N/C
020.	Availability of funds--after 5 p.m. Central Standard Time	\$ Yes

- | | | |
|------|---|------------------------|
| 021. | Coin counting services | \$ N/C |
| 022. | Account reconciliation | \$ N/C |
| 023. | Bank card/debit card merchant services | \$ V in basic services |
| 024. | Imaging | \$ N/C |
| 025. | Optional services | \$ Additional services |
| 026. | Other services (please list along with associated cost(s)
In additional services | |



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN TANEY COUNTY AND THE CITY OF BRANSON TO ALLOW THE COUNTY TO PROVIDE FUNDING TOWARD THE COST OF THE CITY'S PLANNED 2020 SEWER SYSTEM IMPROVEMENTS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: UTILITIES DEPARTMENT

FIRST READING: MAY 12, 2020

FINAL READING: MAY 26, 2020

EXECUTIVE SUMMARY:

- The Taney County Commission, as part of its 2020 budget, has set aside funding from the County's ½ cent Sewer Sales Tax which may be used for planned sewer system improvement projects that have been submitted by municipalities within Taney County. This funding is provided for municipal projects that meet capital improvement criteria as described in the County's Sewer Sales Tax Usage Guidelines.
- Branson Utilities provided information for eight budgeted 2020 sewer improvement projects that meet the outlined capital criteria. The Taney County Environmental Service Project Coordinator has reviewed each project scope and drafted the attached agreement for consideration and approval of the City of Branson Board of Aldermen and the Taney County Commission.
- If approved, sewer sales tax funding up to \$1,000,000.00 will be made available to the City of Branson to expend toward the cost of these projects. Branson is not obligated under this agreement to proceed with any certain number of our planned projects.
- As projects that are approved by the Board progress and invoicing is received, staff will submit copies of those invoices to the County for reimbursement of our costs up to the allowed one million dollar limit. Each of the City's 2020 eligible projects are briefly described in the following detailed analysis page.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

40

COMMUNITY PLAN 2030: El-1.1

ATTACHED EXHIBITS:

ITEM/SUBJECT: READING OF A BILL APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN TANEY COUNTY AND THE CITY OF BRANSON TO ALLOW THE COUNTY TO PROVIDE FUNDING TOWARD THE COST OF THE CITY'S PLANNED 2020 SEWER SYSTEM IMPROVEMENTS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

DETAILED ANALYSIS:

Eligible Sewer Improvement Projects:

Subgrade Analysis and Preliminary Design Phase engineering for the Compton Drive Wastewater Plant flood protection system.

Negotiated Price: \$456,145.00

Construction of a sewer main extension providing sewer access to an existing annexed property in the area of Harmony Lane which was understood to be connected to City sewer, however was not. This project, at the same time, will also provide public sewer access to other properties in that that are currently unserved.

Bid: \$197,430.00

Engineering to upgrade and reroute the existing PVC material forcemain at sewer Lift Station #17, located near Thelma Doyle Drive, with a ductile iron main. This improvement will reduce the risk of large sewer spills which have frequently occurred with the plastic main.

Negotiated Price: \$ 77,720.00

A gravity sewer extension along Branson Hills Parkway to an annexed property currently being considered for the Aldi's development which currently has no access to gravity sewer.

Estimated Cost: \$ 66,750.00

Engineering for gravity sewer system improvements in the Spring Creek subdivision. Improvements increasing the existing 4" gravity sewer system in this area to 8" mains to provide reliability and allow City crews to utilize maintenance equipment used to clean and flush public sewer mains.

Negotiated Price: \$ 34,919.00

Construction of upgrades at Lift Station #46, located west of Highway 265 near Table Rock Lake, to install pumps in an existing wetwell, install controls, backup power generator and connect the new pumping components to an existing forcemain.

Estimated Cost: \$437,268.00

Lining and sealing of 4,300 feet of aged clay tile sewer mains and associated manholes in the City sewer collection system to reduce groundwater infiltration entering the sewer system and eliminating root intrusion which leads to blockages and sewer spills.

Bid: \$305,419.00

Engineering to upgrade the existing PVC forcemain at sewer Lift Station #21, located near Illinois Street in the lower Fall Creek watershed and adjacent to Lake Taneycomo. The existing plastic forcemain has broken on numerous occasions causing large sewer spills.

Estimated Cost: \$ 90,000.00

BILL NO. 5812

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN TANEY COUNTY AND THE CITY OF BRANSON TO ALLOW THE COUNTY TO PROVIDE FUNDING TOWARD THE COST OF THE CITY'S PLANNED 2020 SEWER SYSTEM IMPROVEMENTS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, pursuant to section 70.220 RSMo, the County and City are authorized to enter into agreements for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; and

WHEREAS, Taney County has prepared an intergovernmental agreement document, whereby the County would assist with the cost of improvements to sewer systems within Taney County through projects utilizing expenditures of Waste Water Capital Improvements (County Sewer Sales Tax) funds; and

WHEREAS, the Board of Aldermen desires to approve an Intergovernmental Agreement between the City of Branson and Taney County regarding reimbursement to the City for costs associated with planned 2020 City sewer system improvement projects.

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 an Intergovernmental Agreement with Taney County to provide funding to the City of Branson for costs associated with the City's 2020 planned sewer improvement projects in an amount up to \$1,000,000.00 and authorizes the Mayor to execute the contract in the form attached hereto as Exhibit "1".

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

**INTER-GOVERNMENTAL FUNDING AGREEMENT
BETWEEN
TANEY COUNTY, MISSOURI
AND
THE CITY OF BRANSON**

**BRANSON SANITARY SEWER INFRASTRUCTURE IMPROVEMENT
PROJECT FUNDING AGREEMENT**

THIS AGREEMENT is made and entered into between Taney County, Missouri (hereinafter referred to as "County") and the City of Branson (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the County is a political subdivision of the State of Missouri; and

WHEREAS, the City is a political subdivision of the State of Missouri; and

WHEREAS, pursuant to section 70.220 RSMo, the County and City are authorized to enter into agreements for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; and

WHEREAS, pursuant to the above stated authority the County may enter into agreements for the purpose of making improvements to sewer systems within Taney County through projects utilizing expenditures of Sewer Sales Tax Funds (hereinafter "Sewer Sales Tax"); and

WHEREAS, the County shall oversee sewer sales tax funds which may be made available for use in areas of Taney County to finance capital improvements to their waste water infrastructure. It has been determined that the sanitary sewer infrastructure improvement project being undertaken by the City is feasible and meets the criteria necessary under the Sewer Sales Tax Guidelines. The following planned 2020 fiscal year projects will be included under this funding agreement:

1. Upgrade Force Main Lift Station #17 (Engineering Phase)
2. Compton Drive WWTF Flood Protection (Subgrade & Preliminary Design Engineering Phase)
3. Spring Creek North Subdivision – Sewer Main Extension (Engineering)
4. Upgrades to Lift Station #21 Force Main (Engineering)

5. Upgrade Lift Station #46 (Construction)
6. Sewer Collection System – Pipe Lining & Manhole Sealing (Construction)
7. Harmony Lane 8” Sewer Main Extension (Construction)
8. Sewer Main Extension – Branson Hills, Aldi’s Project (Construction)

NOW, THEREFORE, the County and City, in exchange for the mutual obligations and covenants contained herein, agree as follows:

The Whereas clauses above are fully incorporated herein and considered a part of this Agreement.

I. Scope of Agreement

A. The County Agrees:

1. To provide funding for the Branson Sanitary Sewer Infrastructure Improvement Project (hereinafter “the Project”) up to **\$1,000,000.00**. No additional Sewer Sales Tax funds above that stated in this agreement will be allocated to the project without prior written approval from the County Commission prior to any additional work being performed.
2. Unless an invoice requires immediate payment under the terms of the Project contract or due to an emergency, the County will pay the City, by the fifteenth of each month, for all invoices received and remaining unpaid on the Project since the County’s last monthly payment, which have been approved by the City’s Engineer. The invoices must be presented to the County Commission, for its approval, at least fourteen days prior to payment. All invoices must meet all applicable laws, regulations and requirements before the County is obligated to issue payment.
3. That the Taney County Environmental Services Project Coordinator will review the final Project plan with the City and verify for the County Commission that this Project meets the criteria necessary to be funded through the Sewer Sales Tax. The Taney County Environmental Services Project Coordinator will review engineering reports submitted by the Project Engineer, and approved by the City Engineer, to ensure the Project is satisfactorily completed.
4. That the Taney County Environmental Services Project Coordinator will review written progress reports submitted by the Project Engineer, and approved by the City Engineer, on a monthly basis.

5. That the Taney County Environmental Services Project Coordinator will review all Project invoices and provide timely written approval to be submitted to the County Commission confirming that the work has been completed.
6. That the Taney County Environmental Services Project Coordinator will advise the County Commission in writing if additional Sewer Sales Tax funds will be needed to complete the Project, and, if so, shall assist the City in requesting from the County Commission a written order, on the record, approving the additional Sewer Sales Tax funds required to complete the Project.

B. The City Agrees:

1. Upon receipt of the County's written approval of the Project, the City shall proceed with the steps necessary to oversee and complete the Project.
2. To provide the Taney County Environmental Services Project Coordinator and the Commission with written monthly reports to ensure the Project is being satisfactorily completed.
3. To advise the Taney County Environmental Services Project Coordinator and the Commission in writing if additional Sewer Sales Tax funds will be needed to complete the Project. City shall obtain the County Commission's written order, on the record, prior to any work being performed which requires additional compensation to be paid in excess of the funds recited in Section I (A).
4. To inform the Contractor in its initial contract, that no additional money above the amount stated in Section 1 (A), above, will be allocated to the Project without prior written approval from the County Commission prior to any additional work being performed for which payment of additional money is requested.
5. Submit invoices generated by the Project to the Taney County Environmental Services Project Coordinator for submission to the Commission.

II. Term

This Agreement shall become effective upon execution by the parties, the passage of any ordinances and/or resolutions as may be required to approve of this Agreement shall be the responsibility of each party and shall be adopted in advance of executing the Agreement. This Agreement shall remain in full force and effect

until the Project is complete, but no later than **December 31, 2020**, unless terminated earlier in accordance with the terms hereof. In the event of delay resulting from interrupting weather conditions, strikes, material shortages or supply delays, or other unforeseen acts or conditions uncontrollable by any of the parties, the City shall communicate such in writing to the County with supporting documents so that the County may review the circumstances of the delay and approve an extension of the deadline for the Project.

III. Termination

If the City believes that the Project contemplated in this Agreement should not go forward because the Project is no longer feasible, the City may request that the Agreement be mutually terminated; which mutual termination request shall be in writing and shall not be unreasonably withheld by the County. Further, any such termination of the Agreement is without prejudice to any obligations or liabilities of any party already accrued or incurred prior to such termination. However, failure of the City to fulfill its obligations under this Agreement in a satisfactory manner shall constitute a breach of contract and the County shall have the right to terminate the agreement after giving the City 30 days written notice of any breach in the City's fulfillment of the requirements outlined in the Agreement. In the event that the recognized deficiency has not been cured within said 30 day period, this Agreement shall be terminated unless additional time is mutually agreed upon, in writing, to cure said breach. In the event this Agreement is terminated by failure of the City to perform its obligations under this Agreement, the City shall return all money or proceeds to the Sewer Tax Account which were expended on the Project but which did not benefit or improve the City's sewer system, and therefore, do not comply with the capital improvement requirement for expenditure of the Sewer Sales Tax funds.

IV. Amendment

Amendments to this Agreement may be proposed by either party upon written notice to the other party. However, such amendments shall become effective only upon execution by both parties hereto.

V. Notices

Any notices required hereunder shall be addressed as follows:

To County:

Mike Scofield, Presiding
Commissioner
Taney County, Missouri
P.O. Box 1086
Forsyth, Missouri

John Souttee, Project Manager
Taney County Environmental
Services
P.O. Box 944
Forsyth, MO 65653

With copy to:

Shanna Tilley
Commissioners Assistant
P.O. Box 1086
Forsyth, MO 65653

To City:

Lisa K Westfall, City Clerk
City of Branson
110 West Maddux
Branson, MO 65616

VI. Allocation of Liability

The County and City agree that each party will assume its own liability for all claims, judgments, causes of action, damages, and expenses of whatsoever nature incident to, or resulting from, each entity's individual activities or required performance of the terms of this Agreement or liability, damages and expenses arising out of performance of the obligations stated in this Agreement or the sewer improvement Project.

VII. Attorney Fees

In the event of any lawsuit or legal action to enforce or interpret any provision of this Agreement, the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the lawsuit, legal action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is ultimately and finally decided, with no further appeal.

VIII. Indemnity/ Liability Insurance

Without limiting any other obligations under this Agreement, the City shall secure and maintain at its own individual cost, throughout the duration of this Agreement, liability insurance of such type and in such amounts as may be

necessary to protect them and the interests of the County against all risks of loss and liability which may arise out of the City's performance of this Agreement, or the project to be funded by this Agreement, including but not limited to general liability coverage, wrongful termination, employee rights under federal or state statutes, or Missouri common law.

In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the County's, the City's rights or defenses with regard to each entities' applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

In the event that any lawsuit based upon a claim, action, loss, cost, expense or damage arising out of the project contemplated in this Agreement is filed against the County based on the City's actions, the City shall defend and indemnify the County, its elected officials and employees at its sole cost and expense; provided that the County retains the right to participate in such suit, at its expense. If any question or interpretation of law is involved, the County may, at its expense, participate in and prosecute or defend such action. If final judgment be rendered against the County or its officers, agents or employees, finding them liable for the sole and direct actions of the City, then the City shall satisfy the same in full.

However, in the event that said lawsuit if filed based upon the County's actions, the County shall defend and indemnify the City, its elected officials, and employees at its cost. Also, if any question or interpretation of law is involved, the City may, at its expense, participate in and prosecute or defend such action. If final judgment be rendered against the City or its officers, agents, or employees, finding them liable for the sole and direct actions of the County, then the County shall satisfy the same in full.

This Project is not a joint venture or undertaking and the County shall not be responsible for the City as agents of the County, nor shall the City be responsible for the County's actions.

IX. Miscellaneous

- A. The parties agree that they are not entering into a legal partnership, joint venture or other such arrangement, nor is it the purpose of the parties to enter into a commercial undertaking for monetary gain. Nothing in this Agreement shall be construed to place a financial commitment or obligation upon the parties except as herein provided or as amended by unanimous written agreement.

- B. The officials executing this Agreement hereby represent and warrant that they have full and complete authority to act on behalf of the County and City respectively to enter into this agreement, and that the terms and provisions hereof constitute valid and enforceable obligations of each.
- C. No transfer or assignment of this Agreement, or any part hereof or interest herein, shall be made unless all of the parties unanimously approve such transfer or assignment in writing.
- D. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates set opposite the signatures of their respective authorized representatives.

County of Taney, Missouri

By: _____
Mike Scofield, Presiding
Commissioner of Taney County

Date: _____

ATTEST: I, Donna Neeley, the Clerk of the Taney County Commission hereby attest that the above agreement was executed by the Taney County Presiding Commissioner Mike Scofield, pursuant to a duly passed motion of the Taney County Commission approving the agreement.

By: _____
Donna Neeley, County Clerk

Date: _____

CERTIFICATION OF TANEY COUNTY ACCOUNTING OFFICER

The undersigned, as Budget Officer and Accounting Officer for the County of Taney, State of Missouri, hereby certifies, pursuant to Section 50.660 RSMo, that there is a balance otherwise unencumbered in the county treasury to the credit of the appropriation to which the financial obligation imposed upon the county by this Agreement is to be charged, and there is a cash balance otherwise unencumbered in the county treasury to the credit of the fund from which payment is to be made, when taken together with expected revenues from the sewer sales tax, each sufficient to meet the obligation incurred by this Agreement for the Branson Sanitary Sewer Infrastructure Improvement Project.

By: _____
David Clark
Taney County Auditor

Date: _____

City of Branson

By: _____
E. Edd Akers, Mayor

Date: _____

ATTEST:

By: _____
Lisa K Westfall, City Clerk

Date: _____

APPROVED AS TO FORM:

By: Chris Lebeck #51831
Chris Lebeck #51831, City Attorney

Date: 2/4/20

By: Pat Hill
Attorney for County Commission

Date: 4/27/20



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL ACCEPTING THE PROPOSAL OF GULF STATE DISTRIBUTORS, INC. TO PROVIDE AMMUNITION AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: POLICE DEPARTMENT

FIRST READING: MAY 12, 2020

FINAL READING: MAY 26, 2020

EXECUTIVE SUMMARY:

- The Police Department is in need of pistol and rifle ammunition to allow for required qualifications and training. Due to the current economic conditions the current availability of ammunition is limited.
- The City of Branson utilizes the Missouri state bid program for purchasing of goods and vehicles. Local vendors had the opportunity to participate in the Missouri State Bid.
- Five State approved vendor’s submitted proposals.
 - Gulf States Distributors, Inc. Montgomery, AL
 - Precision Delta Corporation Ruleville, MS
 - Sunset Law Enforcement Ackley, IA
 - On Target Ammunition LLC Grain Valley, MO
 - Dickey Bub Farm & Home Union, MO
- Gulf State Distributors, Inc. was the low bidder and only vendor able to supply Federal ammunition per the bid request. Federal ammunition is the Department’s authorized ammo.
- Total cost of this contract is not to exceed \$21,500.00 for the contract period. Funds are budgeted in the 2020 Police Department operational budget.

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:

BILL NO. 5813

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE PROPOSAL OF GULF STATE DISTRIBUTORS, INC. TO PROVIDE AMMUNITION AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson wishes to contract with Gulf State Distributors, Inc. to provide ammunition; and

WHEREAS, the contract with Gulf State Distributors, Inc. has been recommended for approval by staff; and

WHEREAS, the Board of Aldermen desires to award the contract with Gulf State Distributors, Inc.; and

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 Gulf State Distributors, Inc. to provide ammunition in the amount not to exceed \$21,500.00 and authorizes the Mayor to execute the contract attached hereto as Exhibit "1".

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

Read, this first time on this ____ day of _____, 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: _____

PURCHASE OF COMMODITIES CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between the City of Branson, Missouri (the "City") and **Gulf States Distributors, Inc.** ("Seller").

WHEREAS, the Seller provided a quote for ammunition (**Exhibit A**) on March 18, 2020; and

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**; 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): **ammunition, from a date beginning on the execution date of this contract to a date ending July 31, 2021.**
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 A.**
 - b. The City assumes no obligations for articles or materials shipped in excess in the quantity ordered. Any unauthorized quantity is subject to the City's rejection and may be returned at the Seller's expense.
 - c. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Seller under the terms of this contract exceed the sum of **Twenty One Thousand Five Hundred Dollars (\$21,500.00), 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: **110 W. Maddux Street, Suite 100, Branson, Missouri 65616.**

Gulf States Distributors, Inc.

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.

Quote



Gulf States Distributors
 6000 East Shirley Lane
 P.O. Box 241387 (36124-1387)
 Montgomery, AL 36117
 3342712010

Order Number: 0168390
 Order Date: 3/18/2020

Salesperson: NO
 Customer Number: MOBRAN

Sold To:

City of Branson
 110 W Maddux Street
 Finance-2nd FL, Suite 200
 Branson, MO 65616
 Confirm To:

Ship To:

Branson Police Department
 110 W Maddux
 Suite 100
 Branson, MO 65615

Customer P.O.	Ship VIA	F.O.B.	Terms				
	0		Net 20 days				
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount	
FEDP40HST3	CASE	11.00	0.00	0.00	309.00	3,399.00	
P40HST3 .40 165gr HST HP			Whse: 000	DropShip: N			
SPE53955	CASE	20.00	0.00	0.00	214.70	4,294.00	
53955 .40 165gr TMJ			Whse: 000	DropShip: N			
FEDAE223J	CASE	40.00	0.00	0.00	148.50	5,940.00	
AE223J .223 55gr BT			Whse: 000	DropShip: N			
SPE24446	CASE	33.00	0.00	0.00	214.50	7,078.50	
.223 55gr GDHP			Whse: 000	DropShip: N			
FEDLE308TT2	CASE	3.00	0.00	0.00	237.30	711.90	
LE308TT2 .308 168gr Tactical Bonded Tip			Whse: 000	DropShip: N			

State of Missouri
 Ammunition Contract #CC200147001



Proudly celebrating 40 years of service to law enforcement and military.
 Be on the lookout for special events and anniversary sales all year long.

Net Order: 21,423.40
 Less Discount: 0.00
 Freight: 0.00
 Sales Tax: 0.00
Order Total: 21,423.40

STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING THE RENEWAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE MISSOURI DEPARTMENT OF PUBLIC SAFETY PERTAINING TO THE LAW ENFORCEMENT SUPPORT OFFICE PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

INITIATED BY: POLICE DEPARTMENT

FIRST READING: MAY 12, 2020

FINAL READING: MAY 26, 2020

EXECUTIVE SUMMARY:

- The purpose of this agreement is to allow the Branson Police Department to participate in the Law Enforcement Support Office Program administered by the Missouri Department of Public Safety. This program as authorized by 10 USC § 2576a allows the Secretary of Defense to transfer to State Law Enforcement Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism or border security activities, under such terms prescribed by the Secretary.
- This agreement is a yearly renewal of a program the Branson Police Department has participated in for over 10 years.
- This program supplements the existing Police budget by allowing assignment of excess DOD property such as vehicles, watercraft, weapons, ammunition, etc.. to be obtained and used by the Police Department.

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. 5814

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RENEWAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE MISSOURI DEPARTMENT OF PUBLIC SAFETY PERTAINING TO THE LAW ENFORCEMENT SUPPORT OFFICE PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

WHEREAS, the City of Branson wishes to continue an Intergovernmental Cooperative Agreement with the Missouri Department of Public Safety regarding participation in the Law Enforcement support office program; and

WHEREAS, the Intergovernmental Cooperative Agreement between the Missouri Department of Public Safety and the City of Branson has been recommended for approval by staff; and

WHEREAS, the Board of Aldermen desires to enter into the agreement.

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

Section 1: The Board of Aldermen hereby accepts the proposed Intergovernmental Cooperative Agreement with the Missouri Department of Public Safety and authorizes the Mayor to execute the Intergovernmental Cooperative Agreement 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

March 2020

MISSOURI DEPARTMENT OF PUBLIC SAFETY LESO PROGRAM APPLICATION INSTRUCTIONS

The Secretary of Defense is authorized by 10 § USC 2576a to transfer to Federal and State/Territory Law Enforcement Agencies (LEAs), personal property that is in excess to the needs of the U.S. Department of Defense (DoD) that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism or border security activities, under such terms prescribed by the Secretary.

The Secretary of Defense has delegated authority for management of this program to the Defense Logistics Agency (DLA). DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State/Territory, and Local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is known as the "Law Enforcement Support Office (LESO) Program" (formerly "1033 Program") and is administered by the DLA Disposition Services, LESO.

LEAs are eligible for the Missouri LESO Program if all the following is met:

1. The department is located within the State of Missouri.
2. The department has a valid ORI # associated with a physical street address within Missouri.
3. The department's primary function is the enforcement of applicable Federal, State, and Local laws.
4. The department's compensated¹ law enforcement officers have powers of arrest and apprehension.
5. The department is recognized by the Missouri State Highway Patrol (MSHP) as a law enforcement agency and by the Department of Public Safety, Peace Officers Standard and Training (POST) Unit as having licensed officers.
6. The department has at least one (1) compensated, full-time law enforcement officer employed by the department. (NOTE: Only compensated full-time and part-time law enforcement officers are authorized to receive property. Non-compensated reserve officers are not authorized to receive property.)

Missouri LEAs who wish to acquire and/or retain LESO Program property must be enrolled and authorized to use the LESO Program. Missouri's "LESO Program Application" consists of the following three (3) documents:

1. Contact Information
2. Law Enforcement Support Office (LESO) Application for Participation / Authorized Screeners Letter
3. State Plan of Operation (SPO)

To ease the paperwork process, reduce duplication of effort, and reduce common errors, data provided on the "Contact Information" form will populate into the "LESO Application for Participation / Authorized Screeners Letter" and the "SPO", but Section 2 of the "LESO Application for Participation / Authorized Screeners Letter" and the "SPO" will require additional attention to fields that didn't populate and/or to obtain physical signatures. Please review carefully.

Missouri's "LESO Program Application" is necessary for enrollment of non-participating LEAs (LEAs that have never participated in the LESO Program or LEAs previously terminated/deactivated from the LESO Program).

Missouri's "LESO Program Application" is also necessary in the event information supplied in the LESO Program Application changes during the course of participation in the LESO Program. Such changes include, but are not limited to: 1) change in LEA name, 2) change in LEA physical address or other agency information, 3) change in number of full-time or part-time officers, 4) addition, deletion, or other change in property screener and/or Armored Vehicle, Small Arms, or Aircraft Point of Contact, 5) change in Local Governing Executive Official (e.g. Mayor, City Administrator, County Executive, County Commissioner, Director), 6) change in Chief Law Enforcement Official (e.g. Chief, Sheriff, Director, Colonel, Marshal), or 7) release of a new version of the "SPO". If information supplied in the "LESO Program Application" changes, the LEA must submit, within 30 days of the change, a revised "LESO Program Application".

Once completed, the three (3) required documents, which comprise the "LESO Program Application", must be submitted via one of the following methods to the Missouri LESO Program for review and approval:

Email: MissouriLESO@dps.mo.gov

Fax: (573) 526-1876

Mail: MO Department of Public Safety, LESO Program, PO Box 749, 1101 Riverside Drive, Jefferson City, MO 65102

If you have questions, contact the Missouri LESO Program staff at MissouriLESO@dps.mo.gov or (573) 526-1930.

¹"Compensated" has been defined as being paid an hourly or annual salary, at a rate no less than the current hourly state minimum wage.

**MISSOURI DEPARTMENT OF PUBLIC SAFETY
LESO PROGRAM APPLICATION
CONTACT INFORMATION**

Instructions: Please complete all fields. Enter N/A if the requested information does not apply.

Law Enforcement Agency (LEA) Information			
LEA ORI Number	MO1070100		
LESO DoDAAC (Example: 2YTXXX)	2YTBG2		
LEA Name	BRANSON POLICE		
PO Box Address (If applicable; if not applicable, enter N/A)	N/A		
Physical Street Address (No PO Boxes)	110 W. MADDUX, SUITE 100		
NCIC Terminal Address (Address associated with LEA's ORI Number)			
City	BRANSON		
Zip Code	65616		
County	TANEY		
General Agency Email (If the LEA doesn't have a general email, enter the email of a primary contact that will monitor emails)	sbarnwell@bransonmo.gov		
Agency Main Telephone Number	(417) 334-3300		
Agency Main Fax Number	(417) 334-5530		
# Full-Time Sworn Officers (Include any vacant, budgeted positions)	56		
# Part-Time Sworn Officers (Include any vacant, budgeted positions)	0		
# Reserve Sworn Officers (Include any vacant, budgeted positions)	0		
<i>NOTE: Only compensated, full-time and part-time law enforcement officers are authorized to receive (use) LESO Program property.</i>			
Chief Law Enforcement Official (CLEO) Information (e.g. Chief, Sheriff, Director, Colonel, Marshal of the LEA)			
Title/Rank	CHIEF		
Name (First and Last Name)	JEFF MATTHEWS		
Office Phone Number	(417) 337-8534	Ext. (If applicable)	
Cell Phone Number	(417) 337-1253		
Email Address	JMATTHEWS@BRANSONMO.GOV		
Local Governing Executive Official (LCEO) Information (e.g. Mayor, City Administrator, County Executive, County Commissioner, Director of the unit of government)			
Job Title	MAYOR		
Name (First and Last Name)	E. EDD AKERS		
Office Phone Number	(417) 334-3345	Ext. (If applicable)	
Email Address	EAKERS@BRANSONMO.GOV		

Authorized Property Screeners			
Authorized property screeners are those persons that will have approval to access, request, and acquire property through the LESO Program on behalf of the LEA. Each LEA must have a minimum of two (2) screeners [unless the LEA only has one (1) employee.]			
Property Accountability Officer (Main Point of Contact/Screeners #1)			
Must be a full-time, compensated sworn officer of the law enforcement department.			
Title/Rank	LIEUTENANT		
First Name (as indicated on driver's license and, where applicable, in parentheses thereafter any alias, nickname, abbreviation, or common use name) [e.g. Andrew (Drew), Donald (Don), Elizabeth (Liz), or Timothy (Tim)]	JAMES (SEAN)		
Last Name (as indicated on driver's license)	BARNWELL		
Office Phone Number	(417) 337-8593	Ext. (If applicable)	
Cell Phone Number	(417) 335-3322		
Email Address	SBARNWELL@BRANSONMO.GOV		
Select if the individual is also a POC for a special commodity item(s):	Small Arms & Vehicle		
Screeners #2			
Must be a full-time or part-time, sworn or non-sworn, compensated employee of the law enforcement department.			
Title/Rank	LIEUTENANT		
First Name (as indicated on driver's license and, where applicable, in parentheses thereafter any alias, nickname, abbreviation, or common use name) [e.g. Andrew (Drew), Donald (Don), Elizabeth (Liz), or Timothy (Tim)]	ERIC (EJ)		
Last Name (as indicated on driver's license)	JONES		
Office Phone Number	(417) 337-8507	Ext. (If applicable)	
Cell Phone Number	(417) 559-7303		
Email Address	EJONES@BRANSONMO.GOV		
Select if the individual is also a POC for a special commodity item(s):	Small Arms & Vehicle		
Screeners #3			
Must be a full-time or part-time, sworn or non-sworn, compensated employee of the law enforcement department. (Enter N/A in each text field of this section if not identifying a third screener.)			
Title/Rank	ASSISTANT CHIEF		
First Name (as indicated on driver's license and, where applicable, in parentheses thereafter any alias, nickname, abbreviation, or common use name) [e.g. Andrew (Drew), Donald (Don), Elizabeth (Liz), or Timothy (Tim)]	ERIC		
Last Name (as indicated on driver's license)	SCHMITT		
Office Phone Number	(417) 337-8537	Ext. (If applicable)	
Cell Phone Number	(417) 294-3309		
Email Address	ESCHMITT@BRANSONMO.GOV		
Select if the individual is also a POC for a special commodity item(s):	Small Arms & Vehicle		
Screeners #4			
Must be a full-time or part-time, sworn or non-sworn, compensated employee of the law enforcement department. (Enter N/A in each text field of this section if not identifying a fourth screener.)			
Title/Rank	LIEUTENANT		
First Name (as indicated on driver's license and, where applicable, in parentheses thereafter any alias, nickname, abbreviation, or common use name) [e.g. Andrew (Drew), Donald (Don), Elizabeth (Liz), or Timothy (Tim)]	MICHAEL		
Last Name (as indicated on driver's license)	HOAG		
Office Phone Number	(417) 337-8557	Ext. (If applicable)	
Cell Phone Number	(417) 527-6517		
Email Address	MHOAG@BRANSONMO.GOV		
Select if the individual is also a POC for a special commodity item(s):	Small Arms & Vehicle		



**DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092**

**Law Enforcement Support Office (LESO)
Application for Participation / Authorized Screeners Letter**

*** Indicates Required Fields**

(This form is for State/Local Law Enforcement Agencies only)

SECTION 1:

*Originating Agency Identifier (ORI) Number (if applicable)

*Agency Name:

*Agency Physical Address: *City:

*NCIC P.O. Box or address (if different than above i.e. Terminal Location):

*Phone #: Fax #:

*State: *Zip Code: *Email: Note: Email is needed for automated system notifications.

Agency **MUST** have at least 1 full-time officer to participate in the program. Indicate the number of compensated officers with arrest and apprehension authority. Part-time field **MUST** be filled in: N/A, 0 or - is acceptable.

*Full-time: *Part-time:

*RTD Screener - RTD Screeners must be employed by the aforementioned LEA. Individuals identified below may request access to act as an authorized "RTD Screener" on behalf of this Law Enforcement Agency. Agency **MUST** have at least 1 RTD Screener.*

*#1	<input type="text" value="LIEUTENANT"/>	<input type="text" value="JAMES (SEAN)"/>	<input type="text" value="BARNWELL"/>
	*Official Title / Rank	*First Name	*Last Name
	<input type="text" value="SBARNWELL@BRANSONMO.GOV"/>	<input type="text" value="(417) 337-8593"/>	<input type="text" value="Small Arms & Vehicle"/>
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#2	<input type="text" value="LIEUTENANT"/>	<input type="text" value="ERIC (EJ)"/>	<input type="text" value="JONES"/>
	*Official Title / Rank	*First Name	*Last Name
	<input type="text" value="EJONES@BRANSONMO.GOV"/>	<input type="text" value="(417) 337-8507"/>	<input type="text" value="Small Arms & Vehicle"/>
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#3	<input type="text" value="ASSISTANT CHIEF"/>	<input type="text" value="ERIC"/>	<input type="text" value="SCHMITT"/>
	*Official Title / Rank	*First Name	*Last Name
	<input type="text" value="ESCHMITT@BRANSONMO.GOV"/>	<input type="text" value="(417) 337-8537"/>	<input type="text" value="Small Arms & Vehicle"/>
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#4	<input type="text" value="LIEUTENANT"/>	<input type="text" value="MICHAEL"/>	<input type="text" value="HOAG"/>
	*Official Title / Rank	*First Name	*Last Name
	<input type="text" value="MHOAG@BRANSONMO.GOV"/>	<input type="text" value="(417) 337-8557"/>	<input type="text" value="Small Arms & Vehicle"/>
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)

SECTION 2:

RESERVED FOR LAW ENFORCEMENT AGENCY USE ONLY

Law Enforcement Agency/Activity - The LESO Program defines this as a Governmental agency/activity whose primary function is the enforcement of applicable Federal, State and Local laws and whose compensated Law Enforcement officers have the powers of arrest and apprehension.

I certify that my agency meets the definition of a "Law Enforcement Agency/Activity" as described above. I certify that all information contained in this application is valid and accurate. I understand that I must provide my State Coordinator an application to update my agency participant information if the following information changes: 1. Chief Law Enforcement Official (CLEO) changes, 2. Agency physical address changes or 3. RTD Screener additions/deletions.

*(Check only one): I am signing this document as the CLEO of this law enforcement agency.
 In my official position or as Acting/Interim, I am authorized to sign documents on behalf of the CLEO for this agency. If checked, please provide current department policy or Memorandum that provides such signature authority to the individual holding that official position.

By signing this application, I certify that my Agency will comply with U.S. Code 2576a for all controlled property, which states; With the authorization of the relevant local governing body or authority, that my agency has adopted publically available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies; and that it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property. I certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18 USC § 1001.

CHIEF	JEFF MATTHEWS	
*TITLE	*PRINTED NAME: FIRST & LAST	*SIGNATURE
JMATTHEWS@BRANSONMO.GOV		5-31-2020
*EMAIL		*DATE

SECTION 3:

RESERVED FOR STATE COORDINATORS OFFICE USE ONLY

As the State Coordinator/ State Point of Contact it has been determined that the agency meets the definition of a "Law Enforcement Agency/Activity" as described in section 2. I certify that all information contained in this application is valid and accurate.

*PRINTED NAME FIRST & LAST	*SIGNATURE	*DATE

SECTION 4:

RESERVED FOR LESO USE ONLY

NOTICE FOR DLA DISPOSITION SERVICES PERSONNEL: Regulatory guidance outlining Screener Identification and Authorization must be accomplished in accordance with DOD 4160.21-M, Volume 3, Enclosure 5, Section 3 (k). In accordance with the aforementioned reference, the LESO Program authorizes the individuals identified in Section 1 of this form to screen excess property at your facilities as authorized participants in the LESO Program. This authorized screener letter supersedes all previously issued screener letters for this Law Enforcement Agency/Activity and is valid only on or after the date signed by authorized LESO signatory. Only two individuals authorized to screen per visit; however, additional personnel may assist receiving material previously screened and approved for transfer.

*This agency is authorized to screen items via the LESO Program under authorized Agency DODAAC:

*LESO Authorized Signatory: *Screener letter is valid one year from this date:
*SIGNATURE

Note: Once this screener letter has expired, agency can request a new screener letter (LESO AUTHORIZATION SCREENER LETTER, v.MARCH 2018) only through their SC/SPOC.

LESO Notes:

STATE PLAN OF OPERATION

BETWEEN THE

STATE OF MISSOURI

AND THE

BRANSON POLICE

I. PURPOSE

This State Plan of Operation (SPO) is entered into between the State of Missouri – Department of Public Safety and the above mentioned LEA, to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DoD) personal property transferred pursuant to 10 USC § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

In addition, the Missouri Department of Public Safety has adopted a “Missouri LESO Program Policies and Procedures Manual” by which all Missouri law enforcement agencies shall read and agree to follow in order to participate in the Missouri LESO Program. The “Missouri LESO Program Policies and Procedures Manual” is available online at <https://dps.mo.gov/dir/programs/cjle/dod.php>. Any updates to the “Missouri LESO Program Policies and Procedures Manual” will be posted online and all participating law enforcement agencies will be notified, by email, of the release of an updated version.

II. AUTHORITY

The Secretary of Defense is authorized by 10 USC § 2576a to transfer to Federal and State/Territory Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism or border security activities, under such terms prescribed by the Secretary. The Secretary of Defense has delegated authority for management of this program to the Defense Logistics Agency (DLA). DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State/Territory, and Local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is known as the Law Enforcement Support Office (LESO) Program and commonly referred to as the “LESO Program” (formally known as the “1033 Program”) and is administered by DLA Disposition Services, LESO.

Within Missouri, the Department of Public Safety (DPS) is the Governor-appointed agency to administer the Missouri LESO Program. Specifically within the Department of Public

Safety, the State Coordinator is the Program Manager of the Criminal Justice/Law Enforcement (CJ/LE) Unit. Once appointed, the CJ/LE Program Manager may choose to name and delegate all or a portion of his/her authority to an authorized State Point of Contact(s).

III. GENERAL TERMS AND CONDITIONS

A. Operational Authority

The Governor of the State of Missouri has designated in writing, with an effective date of July 1993, to implement the LESO Program statewide as well as conduct management and oversight of the LESO Program. Funding / Budgeting to administer the LESO Program is provided by the Edward Byrne Memorial Justice Assistance Grant (JAG).

The provided funding is used to support assistance to the LEAs with customer service to include computer / telephone assistance and physical visits to the LEAs to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of Missouri can be found online at <https://dps.mo.gov/dir/programs/cjle/dod.php>.

The facility / physical location, contact information, and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program, can be found online at <https://dps.mo.gov/dir/programs/cjle/dod.php>.

- B. All property is transferred and recipient LEA agrees to accept property on an as-is, where-is basis. The DLA has final authority to determine the type, quantity, and allocation of excess DoD personal property suitable for law enforcement activities.
- C. This agreement creates no entitlement to the State/Territory or LEA to receive excess DoD personal property. DLA retains the right to recall any LESO Program property during the period that it is conditionally transferred.
- D. The LEA understands that property made available under this agreement is for the use of authorized program participants only. Authorized participants who receive property from the LESO Program will not loan, donate, or otherwise provide property to other groups or entities that are not otherwise authorized to participate in the LESO Program. Authorized participating agencies may, with prior approval from the State/Territory, on a temporary basis, conditionally loan property to another participating agency as their mission requires, utilizing an Equipment Custody Receipt (ECR). (A sample ECR can be found online at <https://dps.mo.gov/dir/programs/cjle/dod.php>.) Property temporarily loaned will be returned to the LEA responsible for the accountability. All requests for property will be based on bona fide law enforcement requirements.
- E. Controlled property (equipment) includes any property that has a Demilitarization (DEMIL) Code of "B", "C", "D", "E", "F", "G", and "Q3".

To receive such property, on an annual basis the LEA shall certify (Ref: 10 U.S. Code § 2576a):

- 1) That it has obtained the authorization of the relevant local governing body authority (e.g. city council, mayor, county executive, county commissioner, state department director, etc.) to participate in the LESO Program.
 - 2) That it has adopted publicly available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies.
 - 3) That it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property.
- F. The LEA will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft.
- G. Upon approval of written requests, cannibalization may be performed by the LEA on approved aircraft, MRAPs/armored vehicles, and High Mobility Multipurpose Wheeled Vehicles (HMMWVs)/Up-Armored HMMWVs. Requests will be submitted in writing to the State/Territory and are subject to approval by the State/Territory and the LESO. The cannibalized end item must be returned to DLA Disposition Services within the allotted timeframes determined by the LESO.
- H. The LESO conditionally transfers all excess DoD property to States/Territories/LEAs enrolled in the LESO Program. Title or ownership of controlled property will remain with the DoD in perpetuity and will not be relinquished to the State/Territory/LEA. When the State/Territory/LEA no longer has a legitimate law enforcement use for controlled property, the LEA must notify the State/Territory and the State/Territory will in turn notify the LESO. The controlled property must either be transferred to another enrolled LEA (via standard transfer process) or returned to DLA Disposition Services for disposal. The LESO reserves the right to recall controlled and non-controlled property issued through the DLA at any time.
- I. Property with a DEMIL Code of “A” and “Q” with an Integrity Code of “6” (Q6) is also conditionally transferred to the State/Territory/LEA, yet controlled for one (1) year from the ship date. However, after one (1) year from the ship date, the DLA will relinquish ownership and title to the State/Territory/LEA. Prior to this date, the State/Territory/LEA remains responsible for the accountability and physical control of the item(s), and the LESO Program retains the right to recall the property.
- 1) Property with DEMIL Codes of “A” and “Q6” will be placed in a closed status on the LEA’s LESO Program inventory upon meeting the one year mark.
 - 2) Once closed, the DEMIL “A” and “Q6” property is no longer subject to the annual inventory requirements and will not be inventoried during a LESO

Program Compliance Review (PCR).

- 3) Ownership and title of DEMIL “A” and “Q6” items that have been closed will pass from the DoD to the LEA one year from the ship date, without issuance of any further documentation.
 - 4) LEAs receive title and ownership of DEMIL “A” and “Q6” items as governmental entities. Title and ownership of DEMIL “A” and “Q6” property does not pass from DoD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained by the LEA and ultimately disposed of by the LEA in accordance with provisions in State/Territory and Local laws that govern public property. Sales or gifting of DEMIL “A” and “Q6” property after one year from the ship date in a manner inconsistent with State/Territory or Local law may constitute grounds to deny future participation in the LESO Program.
 - 5) An SF 97 form will be provided upon physical transfer for DEMIL “A” and “Q6” vehicles. LEAs are authorized to make upgrades to vehicles during the one (1) year conditional period. Full title to DEMIL “A” and “Q6” property, including vehicles, will vest in the LEA after one (1) year, if all other requirements of this SPO have been met. After the one (1) year period DEMIL “A” and “Q6” items may be transferred, cannibalized for usable parts, sold, donated, or scrapped.
- J. LEAs are not authorized to transfer any property on their inventory (e.g. property not in a closed status) without State/Territory and LESO notification and approval. Property will not physically move until the LESO approval process is complete.
- K. Certain controlled equipment will have a documented chain of custody (i.e. Equipment Custody Receipt [ECR] or equivalent), including a signature of the recipient officer/deputy. (A sample ECR can be found online at <https://dps.mo.gov/dir/programs/cjle/dod.php>.) Controlled equipment requiring a chain of custody includes: small arms, aircraft, high profile vehicles, optics, robots, and small arm’s parts/accessories. It is encouraged to utilize ECRs for all controlled equipment, particularly controlled property issued/assigned to an officer/deputy. Regarding ECRs during a LESO Program Compliance Review (PCR), see section VI, A, 4.
- L. Sale or transfer of DEMIL Codes “A” or “Q6” property after the one (1) year conditional holding and utilization period to non-LEA participants will be executed in compliance with U.S. Export Control Regulations.
- 1) Excess personal property may be export-controlled, regardless of the assigned DEMIL Code and regardless of the Department or Agency that donates the property.
 - 2) DEMIL Codes are not a substitute for export controls. They do not provide information on the export control requirements for an item.

- 3) The Transferee is responsible for complying with U.S. Export Control Laws and Regulations, including the Export Administration Regulations (EAR) (15 CFR Parts 730-774) and the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130).
- a) This responsibility exists independent of, and is not established or limited by, the information provided in this statement of compliance.
 - b) The responsibility includes, but is not limited to, determining the subsequent transferee's eligibility to receive such items in accordance with U.S. Export Control Laws and Regulations.
 - c) Information on the EAR and ITAR are at: <https://www.bis.doc.gov/index.php> and <https://www.pmddtc.state.gov/index.html>.
 - d) Tips:
 - i. If Transferee has doubts about which regulation governs control of the item, they may submit a commodity jurisdiction request to the Department of State, Directorate of Defense Trade Controls to determine whether it is subject to the ITAR or EAR. Information on commodity jurisdiction requests can be found at: https://cj.pmddtc.state.gov/cj/docs/CJ-DS4076_Instructions.pdf
 - ii. If Transferee is sure the item is subject to the EAR, but needs help determining the correct Export Control Classification Number (ECCN), they may submit a commodity classification request to the Department of Commerce, Bureau of Industry and Security (BIS). Information on classification requests can be found at: <https://www.bis.doc.gov/index.php/licensing/commerce-control-list-classification/classification-request-guidelines>.
 - iii. For items subject to the EAR: Transferee is cautioned that prior to sale or transfer of items they should be familiar with their customer and intended end use of the items. Transferees must check prospective Transferees/buyers to ensure they are not on the Department of Commerce List of Parties of Concern (<https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern>) and the transfer/sale complies with the EAR, including 15 CFR Part 736. BIS Export Compliance Guidelines are at: <https://www.bis.doc.gov/index.php/forms-documents/pdfs/1641-ecp/file>.
- 4) The Transferee must notify all subsequent purchasers or Transferees in writing, of their responsibility to comply with U.S. Export Control Laws and Regulations.

- 5) *Definition.* “Export-controlled items,” as used in this statement of compliance, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:
 - a) “Items,” defined in the EAR 15 CFR 772.1. as “commodities”, “software”, and “technology.”
 - b) “Defense Articles, Defense Services, and related Technical Data” defined in the ITAR, 22 CFR Part 120.

IV. ENROLLMENT

- A. An LEA will have at least one compensated full-time law enforcement officer in order to enroll and/or receive property via the LESO Program. Only compensated full-time and part-time law enforcement officers are authorized to receive property. Non-compensated reserve officers are not authorized to receive property. (“Compensated” is defined as being paid an hourly or annual salary at a rate no less than the current hourly state minimum wage.) State law enforcement training facilities/academies may be authorized to participate in the LESO Program given the primary function is the training of bona fide State/Territory and Local law enforcement officers. Law Enforcement training facilities/academies will be reviewed and approved for participation on a case-by-case basis via concurrence of DLA Disposition Services, DLA General Counsel, and DLA J349.
- B. Unauthorized Participants: Nongovernmental law enforcement entities such as private railroad police, private security, private academies, correctional departments and prisons, or security police at private schools or colleges. Fire departments, by definition, are ineligible for the LESO Program. LESO Program property may not be requested nor received for unauthorized participants.
- C. The State/Territory shall:
 - 1) Establish and implement the LESO Program eligibility criteria in accordance with 10 USC § 2576a, DLA Instructions and Manuals regarding the LESO Program, the DLA/State Memorandum of Agreement (DLA/State MOA), and this SPO.
 - 2) Receive and process applications for participation from eligible LEAs within their State/Territory.
 - 3) Collect originating agency identifier code for all new, reactivation (whether voluntary separation or termination), and otherwise suspicious applications. Originating agency identifier will be coordinated with DLA Office of the Inspector General (OIG) for validation against the Federal Bureau of Investigation’s National Crime Information Center database.

- 4) Ensure only authorized “LESO Program Applications” are submitted to LESO for approval. Applications are required by the LESO Standard Operating Procedures (SOP) and the “Missouri LESO Program Policies and Procedures Manual” to be submitted within thirty (30) days of the Chief Law Enforcement Official’s, Local Governing Executive Official’s, and the State/Territory’s approved signature and date.
- 5) Validate the authenticity of the LEAs within their State/Territory that are applying for participation. If the State/Territory forwards an unauthorized participant application, this may result in a formal suspension of the State/Territory.
- 6) Determine the qualifications of a compensated full-time law enforcement officer.
- 7) Have sole discretion to disapprove LEA applications on behalf of the Governor of their State/Territory. The LESO should be notified of any applications disapproved at the State/Territory level. The State/Territory will only forward and recommend/certify LEAs to the LESO that are government agencies whose primary function is the enforcement of applicable Federal, State/Territory, and Local laws and whose compensated officers have the powers of arrest and apprehension. The LESO retains final approval/disapproval authority for all LEA applications forwarded by the States/Territories.
- 8) Ensure LEAs enrolled in the LESO Program update the LEA’s account information annually, or as needed. This may require the LEA to submit an updated “LESO Program Application”. Updated applications are required to be submitted within thirty (30) days of the change for, but not limited to, the following reasons: change in law enforcement agency name; change in law enforcement agency physical address or other agency information; change in number of compensated full-time or part-time officers; addition, deletion, or other change in property screener and/or Armored Vehicle, Small Arm, or Aircraft Point of Contact; change in Local Governing Executive Official (e.g. Mayor, City Administrator, County Executive, County Commissioner, State Department Director); change in Chief Executive Enforcement Official (e.g. Chief, Sheriff, Director, Colonel, Marshal); or release of a new version of this SPO.
- 9) Provide a comprehensive overview of the LESO Program to all LEAs once they are approved for enrollment. This comprehensive overview will be done within thirty (30) days of an LEA receiving the LESO’s approval to participate.
- 10) Ensure that screeners of property are employees of the LEA. A screener may only screen property for two Law Enforcement Agencies. Contractors may not conduct screening on behalf of the LEA.
- 11) Ensure at least one person per LEA maintains access to the Federal Excess Property Management Information System (FEPMIS), or current property

accounting system. Account holders will be employees of the LEA.

V. ANNUAL INVENTORY REQUIREMENTS

- A. Per the DLA Instructions and Manuals regarding the LESO Program, the DLA/State MOA, and this SPO, each State/Territory is required to conduct an annual physical inventory certification of all property on the inventory. Effective in 2020, annual inventories start on July 1 of each year and end September 30 of each year.
- 1) DEMIL “A” and “Q6” property records will not be closed during the annual inventory.
- B. The State/Territory shall:
- 1) Receive and validate incoming certified inventories and reconcile inventories from the LEAs.
 - 2) Ensure LEAs validate and provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system for all aircraft, armored vehicles, small arms, and other unique items, as required.
 - 3) Certify the annual inventory no later than September 30 of each year as required for continued participation in the LESO Program.
 - 4) Suspend a LEA as a result of the LEA’s failure to properly submit certified inventories, according to the aforementioned requirements.
- C. The LEA shall:
- 1) Complete and certify the annual physical inventory, as applicable, no later than August 31 of each year as required for continued participation in the program.
 - 2) Adhere to additional annual certification requirements as identified by the LESO. All inventories and certification statements will be maintained on file indefinitely.
 - a) The State requires each LEA to submit certified inventories for their agency by August 31 of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEA two (2) months to physically inventory DLA LESO Program property in their possession and submit their certified inventories to the Missouri LESO Program.
 - b) In addition to the certified inventories, the LESO requires photographs for all High-Profile property identified as aircraft, armored vehicles, small arms, and other unique items as required, received through the LESO Program.

- i. The LESO requires a side and data plate photo for aircraft and vehicles that are serial number controlled, received through the LESO Program.
 - ii. The LESO requires serial number photos for each small arm received through the LESO Program.
 - c) LEAs that fail to submit the certified annual inventory by August 31 will be suspended from operations within the LESO Program. When a LEA is suspended, a Corrective Action Plan (CAP) will need to be submitted to the State and LESO identifying all actions taken to correct the deficiencies. Further failure to submit the certified annual inventory by September 30 will result in a LEA's termination from the LESO Program.
- 3) Be aware that High-Profile commodities (aircraft, armored vehicles and small arms) and other property may be subject to additional controls.
 - 4) Ensure that an approved current SPO is uploaded in FEPMIS.

VI. PROGRAM COMPLIANCE REVIEWS

- A. The LESO conducts a Program Compliance Review (PCR) for each State/Territory that is enrolled in the LESO Program every two (2) years. The LESO reserves the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/Territory. LESO PCRs are performed in order to ensure that State Coordinators, State Point of Contacts (SPOCs), and all LEAs within a State/Territory are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instruction and Manuals regarding the LESO Program, the DLA/State MOA, and this SPO.
 - 1) If a State/Territory and/or LEA fails a PCR, the LESO will immediately suspend their operations and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within his/her State/Territory.
 - 2) If a State/Territory and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the LESO Program operations within the State/Territory and/or LEA.
 - 3) States/Territories and/or LEAs which fail a PCR will be suspended for a minimum of sixty (60) days and will not be reinstated until DLA conducts a re-inspection on the State/Territory and the State/Territory and/or LEA successfully passes the inspection.
 - 4) During a LESO PCR, it is LESO's intent to physically inventory 100% of

property selected for review at each LEA. The use of ECRs in lieu of physical inspection is discouraged during PCRs.

B. The State/Territory shall:

- 1) Support the LESO PCR process by:
 - a) Coordinating and forwarding the completed PCR daily events schedule to the selected LEAs to be reviewed.
 - b) Contacting LEAs selected for review via phone and email to ensure they are aware of the PCR schedule and prepared for review.
 - c) Receiving inventory selections from the LESO and forwarding them to the selected LEAs.
 - d) Ensuring the LEA Points of Contact (POCs) gather the selected items in a central location to ensure the LESO can efficiently inventory the items.
 - e) Providing additional assistance to the LESO as required, prior to, during, and upon completion of the PCR.
- 2) Conduct internal Agency Compliance Reviews (ACRs) of LEAs participating in the LESO Program in order to ensure accountability, program compliance, and program eligibility and to validate annual inventory submissions are accurate. The State/Territory will ensure an internal ACR of at least 5% of LEAs that have a property book from the LESO Program within his/her State/Territory is completed annually, between October 1 and September 30. Results of internal ACRs will be kept on-file at the Missouri LESO Program office.
 - a) The internal PCR will include, at minimum:
 - i. A review of the SPO signed by both parties, ensuring that the SPO is uploaded into the Station Management Utility within FEPMIS.
 - ii. A review of the LEA's application/screener letter.
 - iii. A physical inventory of DLA LESO Program property selected for review at each LEA.
 - iv. A specific review of each selected LEA's files for the following: DD Form 1348-1A for each item currently on inventory, small arms documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any), or other pertinent documentation as required.

- v. A review and confirmation of authenticity and eligibility of the LEA.
- b) For uniformity purposes, the State/Territory shall utilize a PCR checklist provided by the LESO, or equivalent.
- c) In cases that require a repossession or turn-in of property, the LEA will bear all expenses related to the repossession and/or turn-in/transfer of DLA LESO Program property to the appropriate DLA Disposition Services site.

VII. REPORTING REQUIREMENTS FOR LOST, STOLEN, OR DESTROYED DLA LESO PROGRAM PROPERTY

- A. All LESO Program property Lost, Stolen, or Destroyed (LSD), carried on a LEA's current inventory, must be reported to the LESO.
 - 1) LSD controlled property must be reported to the LESO by the Missouri LESO Program staff within twenty-four (24) hours of determining LESO Program property has been LSD. The LEA will be required to provide the following to the Missouri LESO Program staff within the twenty-four (24) hour period stated:
 - a) A comprehensive police report;
 - b) A National Crime Information Center (NCIC) report/entry, as applicable, for serial numbered property items; and
 - c) A Corrective Action Plan (CAP).
 - 2) The State/Territory will provide the contact information for the Civilian Governing Body over the LEA involved, to include: Title, Name, Email, and Mailing Address.
 - 3) LSD property with a DEMIL Code of "A" and "Q6" must be reported to the LESO by the Missouri LESO Program staff within seven (7) days of determining LESO Program property has been LSD. The LEA will be required to provide the following to the Missouri LESO Program staff within the seven (7) day period stated:
 - a) A comprehensive police report;
 - b) A National Crime Information Center (NCIC) report/entry, as applicable, for serial numbered property items; and
 - c) A Corrective Action Plan (CAP).

- 4) All LEAs participating in the LESO Program will agree to cooperate with investigations into LSD by the DLA OIG and/or the Missouri LESO Program staff.
- 5) A DD 200 Form, Financial Liability Investigation for Property Loss (FLIPL) will be required to be submitted to the LESO, following the initial reporting requirements detailed above, for all unaccounted for property.

B. LESO may grant extensions to the reporting requirements listed above on a case-by-case basis.

VIII. AIRCRAFT AND SMALL ARMS

A. All aircraft are considered controlled property, regardless of DEMIL Code. The SPO will ensure that all LEAs and all subsequent users are aware of, and agree to provide, all required controls and documentation in accordance with applicable laws and regulations for these items.

B. LEAs no longer requiring aircraft and/or small arms issued through the LESO Program will request authorization to transfer or turn-in such aircraft or small arms. Transfers and turn-ins will be forwarded and endorsed by the State/Territory, and approved by the LESO. Aircraft and/or small arms will not physically move until the LESO and the Missouri LESO Program staff provides official notification that the approval process is complete.

C. A control system shall be in effect to ensure adequate safeguards to prevent loss, theft, or damage to LESO property.

- 1) Aircraft should be parked in a properly lit, monitored, and/or secured facility or lot (a location not accessible to the general public).
- 2) Small arms issued to law enforcement officers should be secured at all times by the law enforcement officer. Law enforcement officers should never store LESO Program property, including small arms, in their vehicle while the officer is off-duty. LESO small arms not carried on an officer's person or in the officer's immediate physical vicinity must be secured using two levels of security. Two levels of security means two distinct lockable barriers, each specifically designed to render a weapon inaccessible and unusable to unauthorized persons (e.g. a locked door could be one level and a locked safe, drawer, room, container/box, or rack could be a second level). Lockable barriers meeting this description may be either manual or electronic.

D. When returning small arms to Anniston Army Depot, LEAs are required to:

- 1) Provide the 1348-1A turn in document that has been approved through the LESO.

- 2) Provide an appointment letter signed by the CLEO, or their designee, appointing the certifier and verifier to that position (found on the LESO website).
 - 3) Provide the inert certificate that has been signed by a qualified certifier and verifier.
 - 4) Insert a flag safety or chamber flag into the chamber for visual verification that the small arm is clear of ammunition.
 - 5) The aforementioned documentation will be placed in a packing slip affixed to the outside of the shipping container. A duplicate set of documents will be placed inside the shipping container.
- E. Small arms that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer/deputy indicating that he/she has received the appropriate small arm(s) with the correct, specified serial number(s). Small arms that are issued to an officer/deputy will be issued utilizing an Equipment Custody Receipt (ECR); this Equipment Custody Receipt obtains the signature of the officer/deputy responsible for the small arm. (A sample ECR can be found online at <https://dps.mo.gov/dir/programs/cjle/dod.php>.)
- F. Modifications to small arms are authorized. All parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposal. If the modified small arm is transferred to another LEA, all parts must accompany the small arm to the receiving LEA.
- G. Weapon Accountability. Law enforcement agencies that have multiple instances of a missing, lost, or stolen LESO Program small arm within a five (5) year window will be assessed by DLA Disposition Services to determine if a systemic problem exists.
- 1) First Instance of loss/theft: Will result in a sixty (60) day minimum suspension.
 - 2) Second Instance of loss/theft: Will result in a one hundred and eighty (180) day minimum suspension.
 - 3) Third Instance of /loss/theft: Will result in a two hundred and forty (240) day minimum suspension. DLA Disposition Services will submit a formal assessment presenting all the facts of the instances of loss, relevant data, and evidence as to whether a systemic problem exists to DLA J34 for review and coordination. DLA Disposition Services will recommend potential disciplinary actions, which could include recalling the agency's loaned small arms or termination from the Program.
- H. DLA OIG investigations may be initiated when small arms are improperly disposed of or become lost, stolen, or otherwise destroyed while maintained in the LESO Program inventory. Law enforcement agencies may be required to reimburse DLA the fair market

value of the small arm when negligence or willful conduct is confirmed at the conclusion of the Financial Liability Investigation of Property Loss (FLIPL) investigation. Reimbursement will be within sixty (60) days of the completion of the FLIPL investigation.

- 1) Title will never transfer to the recipient regardless of the status of the small arm.
- 2) Payments due to the DLA Disposition Services, based upon the findings of the FLIPL investigation, may be paid by one of the following three methods:
 - a) Credit card payments via pay.gov
 - b) Cashier/business checks
 - c) Wire transfers

- I. Aircraft and small arms will not be obtained by any authorized participant for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and will be returned to the DLA Disposition Services at the end of their useful life.

IX. RECORDS MANAGEMENT

- A. The LESO, State Coordinator, and LEAs enrolled in the LESO Program must maintain all records in accordance with the DLA Records Schedule. However, the Missouri Department of Public Safety and LEAs within the State of Missouri must maintain all records in accordance with the Missouri Secretary of State's Agency Records Disposition Schedule. Records for property acquired through the LESO Program have retention controls based on the DEMIL Codes. All documents concerning property record will be retained.
 - 1) LESO Program Applications, LEA Applications to Participate, or records of similar purpose to enroll in the LESO Program will be retained for three (3) state fiscal years, starting from the end of the state fiscal year in which a more current application was submitted. (The state fiscal year is defined as July 1 through June 30.)
 - 2) Property records for items with DEMIL Codes of "A" and "Q6" will be retained for two (2) state fiscal years, starting from the end of the state fiscal year in which the property is removed from the LEA's property book before being destroyed. (The state fiscal year is defined as July 1 through June 30.)
 - 3) Property records for controlled property will be retained for five (5) state fiscal years, starting from the end of the state fiscal year in which the property is removed from the LEA's property book before being destroyed. (The state fiscal year is defined as July 1 through June 30.)
 - 4) Environmental Property records will be retained for fifty (50) years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material/Hazardous Waste).
 - 5) LESO Program files will be segregated from all other records.

- 6) All property records will be filed, retained, and destroyed in accordance with the Missouri Secretary of State's Agency Records Disposition Schedule. These records include, but are not limited to, the following: DD Form 1348-1A for approved requests for transfers, turn-ins, requisitions, and any other pertinent documentation and/or records associated with the LESO Program (i.e. approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1).

X. LESO PROGRAM ANNUAL TRAINING

- A. 10 USC § 280 provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each State/Territory (including law enforcement personnel of the political subdivisions of each State/Territory). The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense.
- B. The State/Territory shall organize and conduct training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.
- C. The State/Territory shall ensure at least one representative (i.e. the State Coordinator or State Point of Contact) attend the annual training that LESO conducts.

XI. PROPERTY ALLOCATION

- A. The State/Territory shall:
 - 1) Upon receipt of a valid LEA request for property through the DLA Disposition Services RTD Website, give a preference to those requisitions indicating that the transferred property will be used in the counter-drug/counter-terrorism or border security activities of the recipient LEA. Additionally, to the greatest extent possible, the State/Territory will ensure fair and equitable distribution of property based the LEA's current inventory and the LEA's justifications for property.
 - 2) The State/Territory and the LESO reserves the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated. Quantity exceptions may be granted on a case-by-case basis by the LESO based on the justification provided by the LEA. Currently, the following allocation limits apply:
 - a) Small Arms: one (1) of each type for every qualified officer, full-time/part-time;
 - b) HMMWVs/Up-Armored HMMWVs: one (1) vehicle for every three (3)

officers;

c) MRAPs/Armored Vehicles: two (2) vehicles per LEA; and

d) Robots: one (1) of each type for every twenty five (25) officers.

3) Additional justification may be required for small arms and MRAPs/armored vehicles. The LESO reserves final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DoD property.

B. Access the DLA Disposition Services RTD Website at a minimum of once daily (Monday - Friday) to review/process LEAs' requests for excess DoD property.

C. The LEA shall:

1) Ensure an appropriate justification is submitted when requesting excess DoD property via the DLA Disposition Services RTD Website.

2) Access the LESO website and the Missouri Department of Public Safety LESO website for timely and accurate guidance, information, and links concerning the LESO Program and ensure that all relevant information is reviewed.

3) When requesting property for counter-drug/counter-terrorism or border security activities, provide a justification that specifies that the property will be used for such activities.

4) Maintain access to FEPMIS to ensure the LEA is properly maintaining their property books, to include, but not limited to, transfers, turn-ins, and disposal requests.

a) FEPMIS account holders must be employees of the LEA.

XII. PROGRAM SUSPENSION & TERMINATION

A. The State/Territory/LEA is required to abide by the terms and conditions of the DLA/State MOA and this SPO in order to maintain active status.

B. If a State Coordinator or LEA fails to comply with any terms of the DLA/State MOA, Federal statute or regulation, or this SPO, the State and/or LEA may be placed on restricted status, suspended, and/or terminated from the LESO Program. All suspension or termination notifications will be in writing and will identify remedial measures required for reinstatement, if applicable.

1) Suspension: A specified period of time in which an entire State/Territory or identified LEA(s) is prohibited from requesting and receiving additional property through the LESO Program. Additional requirements for remedial action may

also be placed on suspended activities, to include return of all or specifically identified controlled property. Suspensions will be for a minimum of sixty (60) days.

- 2) Termination: Removal of a LEA or State/Territory from participating in the LESO Program. The State/Territory and/or identified LEAs will transfer or turn-in all controlled property previously received through the LESO Program at the expense of the LEAs.
- 3) Restricted Status: A specified period of time in which a State/Territory or LEA is restricted from receiving an item or commodity due to isolated issues with the identified commodity. Restricted status may also include restricting an agency from all controlled property. Restricted status is commonly used for agencies that have active consent decrees from the Department of Justice.

C. The State/Territory shall:

- 1) Suspend LEAs for a minimum of sixty (60) days in all situations relating to the suspected or actual abuse of DLA LESO Program property or requirements and/or repeated failure to meet the terms and conditions of this SPO. Suspension may lead to termination.
- 2) Coordinate with the LESO, who will have final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.
- 3) Issue corrective action guidance in coordination with LESO and the LEA with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.
- 4) Require the LEA to submit results regarding all completed police investigations and/or reports regarding LSD DLA LESO Program property to include the LEA's CAP.
- 5) Suspend or terminate a LEA from the LESO Program if a LEA fails to comply with any terms of the DLA/State MOA, the DLA Instruction and Manuals regarding the LESO Program, any Federal statute or regulation, or this SPO.
- 6) In the event of a LEA termination, make every attempt to transfer the DLA LESO Program property of the terminated LEA to an authorized State/Territory or LEA, as applicable, prior to requesting a turn-in of the property to the appropriate DLA Disposition Services location.
 - a) In cases relating to a LEA termination, the LEA will have thirty (30) days to complete the transfer or turn-in of all DLA LESO Program property in their possession, unless circumstances out of the control of the LEA

prevent such transfer or turn-in within the stated thirty (30) days.

- 7) Notify the LESO and initiate an investigation into any questionable activity or action involving DLA LESO Program property issued to an LEA that comes to the attention of the State/Territory, and is otherwise within the authority of the Governor/State/Territory to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on suspension or termination of the LEA to the LESO. States/Territories, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time and for any reason.
- 8) Request that the LESO suspend or terminate a LEA from the LESO Program if a LEA fails to comply with any term of the DLA Instructions and Manuals regarding the LESO Program, any Federal statute or regulation, the DLA/State MOA, or this SPO.
- 9) Implement State level LEA suspensions and notify the LESO if a LEA fails to comply with any term of the DLA Instructions and Manuals regarding the LESO Program, any Federal statute or regulation, the DLA/State MOA, or this SPO.
- 10) Initiate corrective action to rectify suspensions and/or terminations placed upon the State/Territory for failure to meet the terms and conditions of the LESO Program.
- 11) Make contact (until resolved) with suspended LEA(s) within the State/Territory to ensure corrective actions are rectified by the timeframe provided by the LESO.
- 12) Require the LEAs to complete and submit results regarding all completed police investigations and/or reports regarding LSD DLA LESO Program property. The State/Territory must submit all documentation to the LESO upon receipt.
- 13) Provide documentation to the LESO when actionable items are rectified for the State/Territory and/or LEA(s).
- 14) Provide a written request to the LESO for reinstatement of a LEA via the State Coordinator or SPOC(s) for full participation status at the conclusion of a suspension period.
- 15) Provide a written request to the LESO for reinstatement of the State/Territory via the Governor for full participation status at the conclusion of a suspension period.

D. The LEA shall:

- 1) In the event of the LEA termination, make every attempt to transfer the DLA LESO Program property to an authorized participating LEA, as applicable, prior to requesting a turn-in of the property to the approved DLA Disposition Services

location.

- a) In cases of a State/Territory termination, the State/Territory will have one hundred and twenty (120) days to complete the transfer or turn-in of all DLA LESO Program property in their State/Territory.
- b) In cases relating to an LEA termination, the LEA will have thirty (30) days to complete the transfer or turn-in of all DLA LESO Program property in their possession, unless circumstances out of the control of the LEA prevent such transfer or turn-in within the stated thirty (30) days.

XIII. AMMUNITION

A. DLA in support of the United States Army will aid in allocating ammunition to LEAs.

- 1) U.S. Army will issue approved transfers directly to the LEA. LEAs are responsible for funding all costs associated with the packing and shipping of ammunition and will make reimbursements directly to the U.S. Army.
- 2) All ammunition obtained via the Law Enforcement Support Program will be for training purposes only. At the time of request, LEAs will certify in writing that the ammunition will be used for training purposes only. Ammunition will not be obtained for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained through the Program shall not be sold.
- 3) Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during compliance reviews.
- 4) DLA Disposition Services will track and preserve necessary records of ammunition transferred to a LEA and will post all agency requests, approvals, and denials on the public webpage.

XIV. COSTS & FEES

All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program are the sole responsibility of the LEA.

XV. NOTICES

Any notices, communications, or correspondence related to this agreement shall be provided by E-mail, the United States Postal Service, express service, or facsimile to the appropriate DLA office. The LESO may, from time to time, make unilateral modifications or amendments to the provisions of the DLA/State MOA or this SPO. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate

action to terminate this SPO in accordance with Section XVIII, such modifications or amendments will become binding. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator to conform changes affecting their operations.

XVI. ANTI-DISCRIMINATION

- A. By signing this SPO, or accepting excess DOD personal property under this SPO, the State/Territory pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:
- 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.
 - 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.
 - 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93- 112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.
- B. These elements are considered the minimum essential ingredients for establishment of a satisfactory business agreement between the State/Territory and the DOD and between the State/Territory and the LEA.

XVII. INDEMNIFICATION CLAUSE

- A. The State/Territory/LEA is required, at a minimum, to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO Program. Self-insurance by the State/LEA is considered acceptable. The U.S. Government assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO Program. It is recognized that State and Local law generally limit or preclude State Coordinators/LEAs from agreeing to open ended indemnity provisions. However, to the extent permitted by State and Local laws, the State/Territory/LEA shall indemnify and hold the U.S. Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate bodies, in any manner caused by or contributed to by the State/Territory/LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State/Territory/LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.

B. LEAs are not required to maintain full coverage insurance on controlled property, aircraft or other items with special handling requirements that remain titled to DoD. However, LEAs must be advised that if they elect to carry insurance and the insured property is on the LESO inventory at the time of loss, damage, or destruction, the recipient must submit a check made payable to DLA for any insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

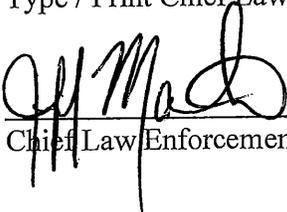
XVIII. TERMINATION

- A. This SPO may be terminated by either party, provided the other party receives thirty (30) days' notice, in writing, or as otherwise stipulated by Public Law.
- B. The undersigned Chief Law Enforcement Official, Local Governing Executive Official, and State Coordinator (or State Point of Contact, by designee of the State Coordinator) hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

XIX. IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.

JEFF MATTHEWS

Type / Print Chief Law Enforcement Official Name



Chief Law Enforcement Official Signature

5-5-2020
Date (MM/DD/YYYY)

E. EDD AKERS

Type / Print Local Governing Executive Official Name

Local Governing Executive Official Signature

Date (MM/DD/YYYY)

Type / Print State Coordinator (or designee) Name

State Coordinator (or designee) Signature

Date (MM/DD/YYYY)

QEL #51831 5/1/20

STAFF REPORT

ITEM/SUBJECT: READING OF A BILL ACCEPTING THE PROPOSAL OF UNDER THE WIRE, LLC PERTAINING TO TRAFFIC SIGNAL MAINTENANCE SERVICES FOR THE CITY OF BRANSON FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: ENGINEERING DEPARTMENT

FIRST READING: MAY 12, 2020

FINAL READING: MAY 26, 2020

EXECUTIVE SUMMARY:

- Two qualified bids were received January 14, 2020 for the annual traffic signal maintenance and repair of city traffic signals.

Bidder	Labor Cost per hour	Parts	Bucket Truck Rate	Detection Loop Installation
Under the Wire, LLC	\$93.00	14%	\$70 per hour	\$6.10 per lf
Ewing Signal	\$250.00	25%	\$150 per hour	\$8.50 per lf

- 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 upon renewal each year.
- An estimate of \$16,750 is budgeted in the transportation and engineering departmental operating budgets.
- Staff recommends award of the contract to Under the Wire, LLC 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: TR 1.1.2 – Transportation: Design and maintain City roads to sufficiently accommodate the projected growth and tourism traffic in a coordinate way.

ATTACHED EXHIBITS:

BILL NO. 5815 /

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE PROPOSAL OF UNDER THE WIRE, LLC PERTAINING TO TRAFFIC SIGNAL MAINTENANCE SERVICES FOR THE CITY AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson accepts the bid proposal of Under the Wire, LLC for the annual traffic signal maintenance services for the City; and

WHEREAS, Under the Wire, LLC has been recommended for approval by 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 Under the Wire, LLC pertaining to the annual traffic signal maintenance services, 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 25 day of February, 2020, by and between the City of Branson, Missouri (the "City") and **Under the Wire, LLC** ("Service Provider").

WITNESSETH:

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

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

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

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

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

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

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

5. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. **The initial term of the contract will be from a date beginning on the execution date of this contract to a date ending December 31, 2020, with the option to renew the contract for up to 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 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: Joanne L. Brown 2/25/2020
(Signature) Date

E. Edd Akers Date
Mayor

Name: Joanne L. Brown
(Printed Name)

Title: Owner

ATTEST:

Company Name: Under The Wire, LLC

Lisa K Westfall Date
City Clerk

Address: 3758 White Oak Rd.

Fordland, MO 65652

Phone: 417-844-1161

APPROVED AS TO FORM:

E-Mail: underthewirellc@gmail.com

Chris Lebeck #51831 1/30/20
Chris Lebeck #51831 Date
City Attorney

Tax ID: 47-2835075

Under the Wire, LLC
3758 White Oak Rd.
Fordland, MO 65652

Scope of Contract

1. Purpose: Under the Wire, LLC agrees to assist city staff with installation and maintenance of the City's traffic signal equipment. This contract shall encompass Traffic Signal Maintenance for the sixteen (16) traffic signals and five (5) crosswalks located in the city. Conditions of the work covered under this Contract are for both routine repair and maintenance and emergency work. During the contract period Under the Wire, LLC will be available for any and all traffic signal maintenance and repair jobs required by the City.

2. Minimum Qualifications:

2.1 Under the Wire, LLC shall possess the necessary experience in installation, programming, maintenance, troubleshooting and repair of traffic signal systems required. Possession of a traffic signal technician certification from an accredited trade association such as International Municipal Signal Association (IMSA) is required.

Under the Wire, LLC shall possess the necessary experience with troubleshooting and repair of railroad (downstream of railroad equipment) and emergency vehicle pre-emption systems.

2.2 Under the Wire, LLC shall perform all work in accordance with the latest editions and most current revisions and additions of:

- a. The Standard Specifications for Road, Bridge and Municipal Construction, adopted by the Department of Transportation;
- b. The Manual on Uniform Traffic Control Devices for Streets and Highways, (MUTCD) adopted by the Department of Transportation;
- c. The National Electric Safety Code and Safety Rules for the Installation and Maintenance of Electrical Supply and Communication Lines;
- d. The City of Branson Technical Specifications for Public Improvement Projects.

In case of conflict with any parts of the repairs, the City shall determine prior to commencement of work what standard(s) shall apply.

3. Scope of Work

- 3.1 Installation of Radar Detection Systems including mounting brackets, radar heads, pulling power and communication wire and terminating in control cabinet.
- 3.2 Removal of detection system wiring and equipment.
- 3.3 Removal and installation of traffic signal cabinets including the disconnection and reconnection of power, communication and detection wiring systems.
- 3.4 Removal and installation of new traffic signal related equipment damaged in vehicle accidents, weather, etc.
- 3.5 Assist city staff with troubleshooting traffic signal related issues.
- 3.6 Relocation and installation of pedestrian crossing poles, heads, buttons, etc.
These tasks are not intended to be exhaustive, but rather representative of the type of work Under the Wire, LLC is expected to complete.

- 3.7 Emergency Work. Under the Wire, LLC shall respond to calls for Emergency traffic signal situations from authorized parties (see below) within two (2) – four (4) hours during normal weather and traffic conditions, twenty-four (24) hours a day seven (7) days a week (including holidays). Emergencies shall include the following:
 - a. Intersection is dark (power failure)
 - b. Replacing poles, cabinets and other traffic signal related equipment damaged in vehicular accidents.
 - c. Assist city staff with trouble shooting and installation of city provided materials and equipment.

This is not an all-inclusive list. Other types of repairs and services may be required. For the purposes of this bid, an emergency is defined as any condition(s) which is a threat to the safety of drivers and/or property, or a condition that will affect the traffic flows as determined by the Director of Public Works/Engineering or the Project Manager. In the event that there are not four (4) regular working hours remaining in the day that a call is received, Under the Wire, LLC will be expected to work overtime if requested or respond within the first working hour of the following work day. Under the Wire, LLC shall provide the City with a twenty-four (24) hour emergency contact phone number.

- 3.8 Non-Emergency Response. All other traffic signal calls from the City shall be considered Non-Emergency, and response shall be made within four (4) hours. Such response shall be available twenty-four (24) hours a day, including Saturdays, Sundays and holidays.

3.9 The only City personnel authorized to call for traffic signal service responses (emergency or non-emergency) shall include: Director of Public Works/Engineering, Project Manager and Public Works Operations Manager.

a. Under the Wire, LLC is aware that the Police Department personnel are **not authorized** to make direct calls to Under the Wire, LLC for any traffic signal maintenance work.

3.10 Under the Wire, LLC shall service, repair, replace parts, or place in temporary operating condition, any damaged or out of order equipment. Repairs may require removal of damaged equipment, erection and maintenance of signs, barricades, temporary signals, or lights as necessary for protection of the public and to guide or regulate traffic. Work may also include repair or replacement of damaged conduit or wiring extending beyond the post.

3.11 Except as provided in the Section entitled Extra Work, no additional compensation shall be paid for providing emergency maintenance or repairs.

3.12 Regular service shall be made available between the hours of 7:00 a.m. and 4:00 p.m., Monday thru Friday, excluding City recognized holidays. All work requested outside of these times shall be considered EMERGENCY after hour's service and shall be charged at the rate specified in the bid.

4. Extra Work

4.1 For each accident, the city reserves the right to make recovery for all damages from the damaging party or parties.

4.2 Under the Wire, LLC shall furnish an individual, itemized invoice upon completion of extra work.

5. Traffic Control

5.1 Under the Wire, LLC shall provide adequate traffic control for work area protection.

5.2 All personnel, signs, barricades, and any other traffic devices necessary shall be provided by Under the Wire, LLC.

5.3 The City shall make no separate payment for this work.

5.4 Traffic control includes but is not limited to the following:

- a. Whenever possible, the work site on a two-lane street or highway shall be confined to one traffic lane leaving the opposite open to traffic.
- b. Work area protection shall take into account the duration of the project, the size of the project, the lanes of traffic, the volume of traffic, the speed limit, and the distance to the work area from the pavement.
- c. Work vehicles shall have their flashing lights operating, but not as a substitute for any traffic control devices, for work area protection.
- d. Warning signs such as “Workers Ahead” shall be diamond shaped having a black symbol or message on an orange reflective background. Such signs shall have a minimum size of 30 inches by 30 inches with a maximum size of 48 inches by 48 inches. Such signs shall be posted at a minimum height of 24 inches above the pavement.
- e. Cones used as daytime channeling devices shall be at least 28 inches tall, conical or tubular in shape with a broadened base, and orange in color. Cones shall be spaced equal in feet to the posted speed limit or closer along the taper length.
- f. Channeling devices shall be positioned to provide adequate taper length before the work area to guide traffic through the work area. Taper length shall be calculated using the latest MUTCD guidelines.
- g. For lane closures on multilane highways, appropriate warning signs such as “Right Lane Closed” and channeling devices at the appropriate intervals shall be used depending on the speed limit.
- h. Should complete street closure be required for a minimum of 8 hours on any given day to complete contract work, Under the Wire, LLC shall notify the Project Manager to foster communication with the public and appropriate barricades (at least 3 Type III barricades at each intersection) and “Road Closed” and “Detour” arrow signs shall be used to direct traffic around the work area.
- i. Flaggers shall be appropriately dressed (reflective vests, etc.) to alert motorists, and shall stand in a conspicuous position facing approaching traffic and shall use the proper traffic control sign when directing traffic.

6. Inspection of Work

- 6.1 All work shall be completed to the satisfaction of the City's Project Manager who will resolve any questions as to proper procedures or quality of workmanship.

7. Unsatisfactory Work

- 7.1 If at any time during the contract, the service performed or work done by Under the Wire, LLC is considered by the City to create a condition that threatens the health, safety or welfare of the community, Under the Wire, LLC shall, on being notified either by written or oral notice, immediately correct such deficient service or work.
- 7.2 In the event Under the Wire, LLC fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order correction of the deficiency by separate contract or with its own resources at the expense of Under the Wire, LLC.

8. Estimates:

- 8.1 Under the Wire, LLC shall provide written, "not to exceed" estimates on all projects except 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. Under the Wire, LLC shall respond to requests for estimates for non-emergency work within two (2) days and provide written estimates within five (5) days.
- 8.2 It shall be Under the Wire, LLC's responsibility to ensure they have all information to prepare accurate estimates.
- 8.3 Work shall only be performed with the City's written authorization by issuance of a Purchase Order. Upon authorization, actual work shall not exceed Under the Wire, LLC's estimate.
- 8.4 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 Under the Wire, LLC. If an agreement on a competitive price cannot be reached, the City will use another vendor to complete the work.

9. Prices:

Parts:

- 9.1 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.

9.2 All parts and materials supplied by Under the Wire, LLC 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.

9.3 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.

10. Labor:

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

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

10.3 Labor must have a minimum warranty of 90 days.

11. Invoicing:

11.1 The city agrees to pay Under the Wire, LLC in accordance with the rates set forth on the pricing page. Payments will be paid by the City based upon an itemized statement of services furnished by Under the Wire, LLC and subject to approval by the Director of Public Works/Engineering or the Project Manager, that Under the Wire, LLC fully performed the work satisfactorily.

12. Subcontracting:

12.1 Under the Wire, LLC must function as the single point of responsibility for the City, regardless of any subcontractor arrangements for all services provided. Under the Wire, LLC must submit a list of subcontractors to the Public Works/Engineering 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 prior approval of the City.

13. Evaluation: Bidders will be evaluated based on the following criteria:

- 13.1 Vendor qualification.
- a. Location of principal office.
 - b. Normal business hours.

- c. Guaranteed non-emergency response time to site.
- d. Guaranteed emergency response time to site.
- e. Guaranteed emergency response time weekends, holidays and after-hours.

13.2 Service

- a. Program and troubleshoot 170 and 2070 controllers.
- b. Program and troubleshoot NEMA controllers.

13.3 Technicians

- a. Technicians are IMSA or equivalent certified
- b. Alternate technician available in event technician is unavailable.

13.4. Cost

- a. Equipment rate
- b. Normal trip charge to Branson
- c. Normal hourly rate
- d. After hours, weekend and holiday rate

14. Contractor Guarantee. Under the Wire, LLC shall be responsible for the condition of all material and all work performed as part of this contract and such material and labor shall be guaranteed by Under the Wire, LLC and his surety against defective workmanship and/or material found to be defective in manufacture or which has been damaged in handling or placement after delivery for a period of twelve (12) months after acceptance by the City. If material is provided by the City, Under the Wire, LLC shall determine that the material is in good condition and shall notify the Project Manager, of any defects before accepting material. Under the Wire, LLC shall repair, replace or otherwise make good at his own expense any such defect or failure which may become evident within the guarantee period, excepting as may be due to normal use or wear.
15. Utility Conflicts. Under the Wire, LLC shall make every effort to locate all underground pipe lines and conduits by contacting owners of underground utilities, by prospecting, or otherwise, in advance of trench excavation or boring operations. Under the Wire, LLC will be solely responsible for any or all damages whether direct, indirect, or consequential to underground or above ground utilities and pipelines and the surroundings and shall indemnify and hold harmless the Owner and Engineer for any and all claims or judgments whenever made as a result of his actions.
16. Protection and Maintenance of Public and Private Property. Under the Wire, LLC shall protect, shore, brace, support and maintain all underground pipes, conduits, drains and other underground construction uncovered or otherwise affected by the construction work

performed by him. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, and other surface structures affected by construction operations in connection with the performance of the contract, together with all sod and shrubs in yards and parking areas crossed by, or adjacent to, the construction limits, shall be maintained and, if removed or otherwise damaged, shall be restored to the original condition whether within or outside the easement.

All replacement of such underground construction and surface structures, or parts thereof, shall be made with new materials conforming to the requirements of these specifications, or if not specified, as approved by the Project Manager.

Under the Wire, LLC shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property or facility, regardless of location or character, which may be caused by moving, hauling, or otherwise transporting equipment, materials, or men to or from the work or any part or site thereof whether by him or his sub-contractors. Under the Wire, LLC shall make satisfactory and acceptable arrangements with the Owner of, or the agency or authority having jurisdiction over, the damaged property or facility concerning its repair or replacement or payment of costs incurred in connection with said damage.

17. Citizen Claims. In the event that a citizen makes a claim against Under the Wire, LLC, then Under the Wire, LLC shall do the following:

17.1 Investigate a claim when notified by a citizen or the City

17.2 Within a reasonable period of time after completing the investigation, Under the Wire, LLC shall notify the person making the claim or a part thereof. The City shall receive a copy of the notification.

17.3 Claim shall not be denied for frivolous reasons.

In the event the City determines after notification by a citizen that Under the Wire, LLC has failed to comply with the above provisions and after notifying Under the Wire, LLC and determining that Under the Wire, LLC has failed to comply with the above provisions, the City, may, in its discretion, withhold payment to Under the Wire, LLC until the provisions set forth above are complied with.

PRICING PAGE

Under the Wire, LLC must provide pricing information as specified below to provide (1) Annual Traffic Signal maintenance and (2) Traffic Signal emergency repair services in accordance with the terms and conditions of the contract.

001. Labor for installation/maintenance during regular hours	\$ 93.00 / hour
003. Labor for installation/maintenance (emergency, after hours)	\$ 123.00 / hour
004. Parts (cost plus markup)	14 %
005. Bucket Truck Rate	\$70.00 / hour
006. Installation of detection loops (per MoDOT Standards)	\$ 6.10 / LF

STAFF REPORT

ITEM/SUBJECT: READING OF A BILL ACCEPTING THE PROPOSAL OF ALL SEALED UP SEALING AND STRIPING, LLC PERTAINING TO THE ASPHALT SEAL AND STRIPING BALL PARKS OF AMERICA PARKING LOT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: PUBLIC WORKS/ENGINEERING

FIRST READING: MAY 12, 2020

FINAL READING: MAY 12, 2020

EXECUTIVE SUMMARY:

- Two qualified bids were received on April 17, 2020 for the asphalt seal and striping of the Ball Parks of America parking lot. The total base bids were as follows:

BIDDER	AMOUNT
All Sealed Up Sealing & Striping	\$35,634
Springfield Sealing & Striping	\$50,720

- Staff recommends the contract be awarded to the low bidder, All Sealed Up Sealing and Striping, LLC in the not to exceed amount of \$35,634.
- Funds are available in the Streets Transportation budget.
- Staff is requesting a double read of this agenda item due to the time constraints in the Ground Lease Agreement between Ball Parks of America, LLC and the City.

FINANCIAL IMPACT:

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

COMMUNITY PLAN 2030: TR4.4.2/G4.2.1

ATTACHED EXHIBITS:

STAFF RECOMMENDATION:

- Recommended
 Not Recommended
 Neutral/None

ITEM/SUBJECT: READING OF A BILL ACCEPTING THE PROPOSAL OF ALL SEALED UP SEALING AND STRIPING, LLC PERTAINING TO THE ASPHALT SEAL AND STRIPING BALL PARKS OF AMERICA PARKING LOT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

DETAILED ANALYSIS:

- A ground lease agreement was approved by city council on January 28, 2020 with Ball Parks of America, LLC. Section F of the Ground Lease Agreement concerns Parking Lot Improvements wherein Ball Parks of America, LLC and the City agreed to split the cost of repair and resurfacing of the parking lot within the first five months of execution of the Agreement. Within thirty (30) days of completion of the repair and resurfacing, Ball parks of America, LLC will pay half of the cost of the repair and resurfacing not to exceed \$25,000. The Agreement stipulated that the city provide labor, materials and equipment to complete the repairs and resurfacing. The Ground Lease Agreement also stipulated that if the labor, materials and equipment are not available to complete the repairs, that the City agree to use the competitive bidding process to obtain repair and resurfacing.
- Bids were sent to bidders of record who perform this specific type of work by the Purchasing Department.
- Public Works Streets Department personnel have patched and cleaned the asphalt parking lot in preparation for the asphalt seal and striping.

BILL NO. 5816

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE PROPOSAL OF ALL SEALED UP SEALING AND STRIPING, LLC PERTAINING TO THE ASPHALT SEAL AND STRIPING BALL PARKS OF AMERICA PARKING LOT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson advertised for proposals for bids for asphalt seal and striping of the Ball Parks of America parking lot; and

WHEREAS, All Sealed Up Sealing and Striping, LLC has been recommended for approval by staff for the asphalt seal and striping of the Ball Parks of America parking lot needed by the City of Branson per the ground lease agreement between the City and Ball Parks of America, LLC; and

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

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

Section 1: The Board of Aldermen hereby accepts the proposal of All Sealed Up Sealing and Striping, LLC for the asphalt seal and striping of the Ball Parks of America parking lot in the amount not to exceed \$35,634 and authorizes the Mayor to execute the contract in the form attached as Exhibit "1".

Section 2: The Board of Aldermen hereby authorizes the City Administrator to approve change orders for contractual time extensions and cost modifications as necessary in accordance with City's change order policy established in Resolution No. 2019-R002.

Section 3: 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

APPROVED AS TO FORM:



Chris Lebeck, #51831
City Attorney

ATTEST:

Lisa K Westfall
City Clerk



CITY OF BRANSON

Crack Seal Ball Parks of America Parking Lot

BRANSON, MISSOURI

Bid Opening Date:

April 17, 2020

RFB 2558-17

City of Branson
Public Works/Engineering Department
110 West Maddux, Suite 310
Branson, Missouri 65616
(417) 337-8559

TABLE OF CONTENTS

	Page No.
BIDDING REQUIREMENTS	
Advertisement for Bids	1
Instructions to Bidders	3
Bid Form	9
Bid Bond	11
Anti-Collusion Statement	13
Contractor's Qualifications	14
Subcontractor Disclosure Form	16
CONTRACT FORMS	
Notice of Award	17
Construction Contract	18
Immigration Affidavit	27
E-Verify Example	
Insurance Requirements / Example	
Payment Bond	30
Performance and Maintenance Bond	32
Notice to Proceed	34
Lien Waiver	35
Release by Claimants	36
Certificate of Compliance & Affidavit with Prevailing Wage Law	37
CONDITIONS OF THE CONTRACT	
Standard General Conditions	38
Special Provisions	61
Annual Wage Order No. 26	

ADVERTISEMENT FOR BIDS

Sealed bids will be received by the City of Branson City Clerk, at City Hall, 110 West Maddux, Branson, Missouri, 65616 until 3:00 p.m., local time Friday April 17, 2020 for Crack Seal Ball Parks of America parking lots in Branson, Missouri. The bids will be publicly opened and read aloud at the picnic tables adjacent to the parking lot on North side of City Hall so as to comply with CDC social distancing guidelines.

The work to be performed under the provisions of this contract consists of the complete construction as follows: Furnish labor, materials and equipment necessary to crack seal apply forty-two thousand (42,000) square yards of non-coal tar sealcoat and repainting of existing pavement markings.

Copies of the drawings and specifications for use in preparing bids may be obtained by prospective bidders by emailing rhill@bransonmo.gov or going to www.bransonmo.gov and click on Bids. A new screen will appear for Construction Bids. Plans and specifications may also be downloaded from www.demandstar.com.

Bids will be received on a lump sum and unit price basis. Each bidder shall file with his bid a cashier's check, certified check or a bidder's bond for 5 percent (5%) of the total amount of the base bid made payable to the City of Branson, Missouri, hereinafter referred to as the Owner.

The bidder to whom a contract is awarded will be required to furnish a performance bond and a payment bond on the forms provided, acceptable to the City of Branson, Missouri, each in the amount of 100 percent (100%) of the contract price, in conformity with the requirements of the General Conditions.

Wage rates paid on construction work for this project shall be at least equal to the prevailing wage rates as determined by the Division of Labor Standards of Missouri.

Enrollment in Federal Work Authorization Program

Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

Safety Training

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program

approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation. The Contractor and his subcontractors will be obligated not to discriminate in employment practices.

Contract time will be specified in the Bid Form. No Bid may be withdrawn within a period of 90 days after the date fixed for opening Bids.

The Owner reserves the right to reject any or all Bids, to waive informalities, and to reject nonconforming, nonresponsive, or conditional Bids.

MAYOR AND BOARD OF ALDERMEN
BRANSON, MISSOURI

INSTRUCTIONS TO BIDDERS

Bids will be received by the City of Branson, Missouri (herein called the "Owner"), at City Hall until 3:00 p.m. on Friday, April 17, 2020. The bids will be publicly opened and read aloud at the picnic tables adjacent to the parking lot on North side of City Hall so as to comply with CDC social distancing guidelines.

GENERAL INSTRUCTIONS AND DEFINED TERMS:

Prospective bidders are instructed to read and become very familiar with the Standard General Conditions and Technical Specifications for Public Improvement Projects adopted April 12, 1999 and all revisions thereto. These instructions to bidders in no way reduce the scope of or the contents of the provisions in the technical specifications.

Terms used in these Instructions to Bidders, which are defined in the Standard General Conditions and Technical Specifications for Public Improvement Projects have the meanings assigned to them in the General Conditions.

QUALIFICATIONS OF BIDDERS:

To demonstrate qualifications to perform the Work, each Contractor bidding on this project is required to submit with their bid documents a current Statement of Bidder's Qualifications. Forms for this statement are included as part of these documents for the bidder's convenience.

The successful bidder will be required to have an occupational license with the City of Branson, Missouri before award of the contract can be made.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

It is the responsibility for each Bidder before submitting a Bid to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify engineer of all conflicts, errors or discrepancies in the Contract Documents.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid schedule by examination of the site and a review of the drawings and specifications including addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

Each bid must be submitted in a sealed envelope, addressed to the Owner. Each sealed envelope containing a Bid must be plainly marked on the outside as Bid for the type of improvements noted on the Bid sheets and the envelope should bear on the outside the name of the Bidder, his address, his license number, if applicable, and the name of the project for which the Bid is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner.

All Bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted. All names must be typed or printed below the signature. The Bid shall contain an acknowledgment of receipt of all Addenda. The address and telephone number for communications regarding the Bid must be shown. Only one copy of the Bid form is required.

The Owner may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 90 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual Agreement between the Owner and the Bidder.

SUBCONTRACTORS, SUPPLIERS AND OTHERS:

Using the form supplied in the bid package, provide the names, addresses, telephone numbers, and proposed work items and amount of all subcontractors the bidder expects to use in performing the work under this proposal. If no subcontractors are expected to be used, a completed Subcontractor Disclosure Form is still required to accompany the bid.

After the bid opening the successful bidder may not substitute any of the subcontractors identified in the bid, except with the approval of the Director of Public Works and for good cause shown. The availability of another subcontractor at a lower cost to the general contractor after the general contractor's bid has been accepted by the City shall not constitute good cause for such substitution.

The Contractor shall not assign or sublet the contract or any portion of the contract without the written approval of the Director of Public Works in accordance with Section B of the General Conditions. The form of approval shall be completion and submittal of the enclosed subcontractor form including a statement of qualifications of the subcontractor and assurances that the subcontractor is legally bound to comply with all the requirements of the contract as they would apply to the prime contractor; for example, wage rates, equal employment opportunity regulations, submittal of payrolls, etc.

No subcontract shall under any circumstances relieve the Contractor or his surety of his liability and obligation under the contract, and all transactions will be made through the Contractor. Subcontractors will be recognized and dealt with only as workmen and representatives of the Contractor.

If approval is given for subletting work, the Contractor shall perform with his own organization bid items amounting to not less than fifty (50) percent of the total contract cost. The percentage of the work to be performed shall be computed using the bid items as shown on the bid proposal and the unit prices as submitted by the Contractor. No breakdown of the bid items will be allowed, such as breaking an excavation bid item into labor, equipment, fuel, etc. The unit prices used in the computation will be the bid price on the bid proposal, not the price the Contractor is to pay the subcontractor. The contract value of items so designated as specialty items in the

contract by the Special Provisions when subcontracted, may be deducted from the total contract price before computing the amount of work required to be performed by the prime contractor.

No subcontractor may further subcontract any of his work.

Enrollment in Federal Work Authorization Program

Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

Safety Training

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.

The Owner shall provide to Bidders prior to bidding, all information that is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The Contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the Owner, or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

A bid bond payable to the Owner for five percent (5%) of the total amount of the bid must accompany the bids. As soon as the bid prices have been compared, the Owner will return the bonds of all except the three lowest responsible bidders. When the Construction Contract is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the Payment Bond and Performance bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond.

A performance bond and a payment bond, each in the amount of 100 percent of the contract price, with a corporate surety approved by the Owner, will be required for the faithful performance of the contract. Attorneys-in-fact who sign bid bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance bond and payment bond within ten (10) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary

Agreement and Bond forms.

The Owner, within ten (10) days of receipt of acceptable performance bond, payment bond and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the Notice by the Owner.

The City shall issue the Notice to Proceed within ten (10) days of the execution of the Agreement. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and the Contractor. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Bidders will be required to submit a summary of their qualifications on the forms included in the specifications.

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within the number of consecutive calendar days thereto stated in the proposal. Bidder must agree also to pay as liquidated damages, the sum noted in the Bid document for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

Neither the final payment nor any part of the retained percentages shall become due until the Contractor delivers to the Owner a complete release of all claims arising out of this contract, whether liens arising out of performance of the contract or claims whether of persons or property arising out of or related in any manner whatsoever to the Contractor's performance, or receipts in full in lieu thereof, and, in either case, an affidavit that so far as he has knowledge or information the release and receipts include all the labor and materials for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify him against any liens or claim. If any lien or claim remains unsatisfied after all the payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees. Upon request of the Owner, the Contractor will, at his own expense, by bonding it or otherwise, secure the prompt discharge of any lien or claim which may be filed against the property arising out of the contract. The required lien waiver forms are enclosed. Copies may be obtained from the Director of Public Works.

Where indefinite material is specified on the plans or in the specifications, it is the intent to set a definite standard.

In any section of the contract documents or plans and specifications, if any article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer

or vendor, the term "or approved equal" if not inserted shall be implied.

No substitution shall be made unless supporting information is submitted in writing to the Director of Public Works a minimum of two (2) weeks prior to Bid opening date. Such information shall contain sufficient data so that the Engineer and Owner can determine if the substitution is equal to design, strength, durability, usefulness and convenience for the purpose intended including design calculations and drawings prepared by a registered engineer. If the substitute material or equipment is found to be equal in performance to that specified and if the substitute requires modifications to the design plans, the Contractor shall be responsible for the additional design and construction costs. The Engineer will notify all prospective Bidders by addendum to the Specifications prior to the Bid opening date, of any approved equal materials or equipment.

A conditional qualified Bid will not be accepted.

Award will be made to the lowest responsive, responsible Bidder, on the total base Bid.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each prospective Bidder is expected to examine all of the Contract Documents before submitting a proposal. The conditions indicated on the design plan and elsewhere in the contract documents represent information available from surveys and studies and original construction plans, but the submission of a proposal shall be considered proof that the prospective Bidder has made his own examination and is satisfied as to the conditions to be encountered in performing the work, and as to the requirements of the design plans and within the terms of the other contract documents.

LIST OF ITEMS TO BE SUBMITTED:

Items required to be submitted with Bid:

1. Bid Forms
2. Current Statement of Bidder's Qualifications
3. Acknowledgement of any Addendum issued
4. Subcontractor Disclosure Form
5. Immigration Affidavit

Items required to be submitted prior to Council award of contract:

1. Current City of Branson business/contractor's license

Items required to be submitted for Notice to Proceed of contract:

1. Signed contract
2. Insurance certificates naming City of Branson as additional insured
3. Performance, Labor and Materials Payment bonds
4. E-Verify Enrollment Documentation
5. Executed Notice of Award

Items required to be submitted prior to commencement of work:

1. Documentation certifying completion of required ten (10) hour OSHA safety training pursuant to Section 292.675, RSMo

Items required to be submitted monthly with construction payments:

1. Certified Payroll complying with Prevailing Wage Requirements

Items required to be submitted prior to final payment:

1. Certificate of Compliance and Affidavit
 - a. All subcontractors, material and equipment used on the project have been paid;
 - b. All workmen performing work under contract have been paid prevailing hourly wage rates;
 - c. All claims have been paid or settled;
 - d. Contractor warrants material and workmanship for a period of one (1) year;
2. Final change order reflecting actual quantities

ADDENDUM NO. 1

CITY OF BRANSON, MISSOURI

Crack Seal Ball Parks of America Parking Lot

TO ALL BIDDERS:

The bid for the above referenced project is hereby amended as follows:

Bid Documents:

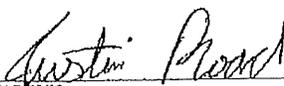
Page 13 Bid Form – Delete in its entirety and use Revised Bid Form

Entire Bid – All reference to Crack Seal in the Bid Document RFB2558-17 shall be deleted in its entirety.

Pages 61 – 63 Scope of Work – Delete in its entirety and use Revised Scope of Work

The remaining items of the bid have not changed.

**ALL BIDDERS ARE REQUESTED TO SIGN THE ACKNOWLEDGMENT BELOW
AND INCLUDE WITH BIDS TO CONFIRM RECEIPT OF ADDENDUM NO. 1**



Signature
Acknowledged by Bidder

REVISED SCOPE OF WORK

1. Purpose: The City of Branson is requesting bids from qualified contractors for the materials and labor to apply forty-two thousand (42,000) square yards of non-coal tar sealcoat and repainting of existing pavement markings. Pavement marking consists of only the parking stall parking. Any curb painting and the ADA symbol are not included in the striping. Work area includes all drive lanes and parking areas (See attached map) at Ball Parks of America LLC., located at 1000 Pat Nash Drive Branson Missouri, 65616. Materials and duties are shown in the following general requirements.

2. General Requirements / Specifications:

2.1 Preparation. Paved surfaces on which the non-coal tar emulsified asphalt sealcoat is to be placed shall be swept and/or blown clean and dry, and be free of loose foreign materials and removal of any existing striping (if needed) before placing the seal coat. Contractor shall be responsible for all measurements of products. Grease, oil, gas spots and stains shall be pre-treated.

2.2 Emulsified Asphalt Sealcoat. The non-coal tar sealcoat shall consist of a mixture of emulsified asphalt, mineral aggregate, additives and water properly proportioned, mixed and uniformly spread over the surface areas to be treated. The mixture shall contain no asbestos. The cured sealcoat shall have a homogeneous appearance, adhere firmly to the surface and provide a skid resistant texture. The sealcoat product shall meet ASTM D-2939-98 standards or equivalent.

2.3 Placing the sealcoat. Mixing and spreading equipment shall conform to manufacturer's requirements. Application rate should be no less than .20 gallons of emulsion asphalt sealant on (1) square yard. Sealer shall be applied in one single coat. All work shall be performed only when the surface and ambient air temperatures is at least 50 degrees F and rising. Ideally, the surface temperature should not drop below 50 degrees in a 24-hour period following application. The mix shall be spread in a manner to fill cracks and achieve a uniform skid-resistant surface.

A mixing machine equipped with a fines feeder, mixer, water pressure system and fog type sprayer and the ability to control the application rate is required. The sealcoat application shall be applied by either pressurized spray application equipment or self-propelled squeegee equipment. Pressurized spray equipment shall be capable of spraying pavement sealer with sand (or other mineral aggregate) added. Equipment shall have continuous agitation or mixing capabilities to maintain a homogeneous consistency throughout the application process.

3. Method of Measurement

3.1 Contractor is responsible for field verifying all measurements prior to submission of bid.

3.2 The City agrees to pay contractor in accordance with the rates set forth on the bid form. Payments will be paid by the City based upon an itemized statement of services furnished by the contractor and subject to approval by the requesting department that the contractor fully performed the work satisfactorily. Upon completion and acceptance of work performed in accordance with the specifications, and upon presentation of invoices showing quantity of emulsified asphalt sealcoat applied, and all pavement markings, payment shall become due and payable. Payment shall constitute full compensation for materials, transportation, labor, tools, equipment, and incidentals necessary to complete the work in full accordance with the specifications.

4. Pavement Markings

4.1 Contractor shall provide all labor, equipment and materials to complete the marking process. Contractor shall use a yellow high build traffic marking paint. Paint shall conform to the current VOC regulations and to the requirements of the federal Specification TT-P-1952F Type III.

4.2 Surfaces must be clean, dry and in sound condition. The removal of all oil, dust, grease, dirt and other foreign material to ensure adequate adhesion shall be done prior to installation of the seal coat emulsion. It is the contractor's responsibility for the removal of all debris produced by the cleaning of pavement and it shall be hauled off site.

4.3 Paint will not be applied when the current conditions are present:

- a. Air temperatures are below 50 degrees Fahrenheit.
- b. When the relative humidity exceeds 85%, or
- c. When the air temperature falls below the dew point.

4.4 It shall be the contractor's responsibility to put the pavement markings back to the existing layout, or as directed by a representative, if different. This includes all ADA parking spaces and cross hatching, but excludes the handicap symbol. Parking spacing shall be in accordance with the 2010 standards (See attached Map showing the Handicap spaces and locations).

5. Warranty

Contractor shall provide a one (1) year warranty performance of the coating against flaking, chipping, loss of adhesion and premature wear.

6. All work is to be performed by uniformed employees.

7. The City agrees to pay contractor in accordance with the rates set forth on the bid form. Payments will be paid by the City based upon an itemized statement of services furnished by the contractor and subject to approval by the requesting department that the contractor fully performed the work satisfactorily.

**REVISED BID FORM
ADDENDUM NO. 1**

Bid of Thirty - Five Thousand Six Hundred Thirty - Four

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

Missouri, and doing business as * All Sealed Up Sealing + Striping

To: The City of Branson, Missouri (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 Asphalt Seal Ball Parks of America Parking Lot, in strict accordance with the contract documents, within the time set forth, and at the prices stated herein.

Item No.	Item Description	Quantity	Unit	Unit Price	Subtotal
1.0	Non-Tar emulsified asphalt seal coat	42,000	SY	\$0.805	\$33,810.00
2.0	4-inch Yellow High build traffic marking paint	8,200	LF	\$0.22	\$1,804.00
Total Bid					\$35,614.00

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 sixty (60) consecutive calendar days thereafter.

Bidder further agrees to pay as liquidated damages, the sum of \$250.00 for each calendar day thereafter as provided in Section G10 of the General Conditions.

Bidder acknowledges receipt of the following addenda:

Addendum No. 1 4/14/20

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

Dated at 9:00 am this 17th day of April, 2020.

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL: Justin P. Beach - President Doing Business As
Signature and Title
All Sealed up Sealing and Striping
Name of Firm

Business Address of Bidder: 3880 New Hope Rd.
Fordland, Mo 65652
Telephone No. _____

IF A PARTNERSHIP: _____
Name of Partnership
_____ Member of Firm
Business Address of Bidder: _____
Telephone No. _____

IF A CORPORATION: _____
Name of Corporation
By _____
Signature & Title

ATTEST: _____ (CORPORATE SEAL)
Business Address of Bidder: _____
Telephone No. _____

If Bidder is a Corporation, supply the following information:

State in which Incorporated: _____

Name and Address of its: President _____

Secretary _____



Western Surety Company

BID BOND
(Percentage)

Bond Number: 65042250

KNOW ALL PERSONS BY THESE PRESENTS, That we All Sealed Up Sealing & Striping of 3880 New Hope Road, Fordland, MO 65652, hereinafter referred to as the Principal, and Western Surety Company as Surety, are held and firmly bound unto City of Branson of 110 West Maddux Suite 310, Branson, MO 65616 hereinafter referred to as the Obligea, in the sum of Five (5 %) percent of the greatest amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligea on a contract for RFB #2558-17 Crack Seal Ball Parks of America Parking Lot

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligea; or if Principal shall fail to do so, pay to Obligea the damages which Obligea may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 17th day of April, 2020

All Sealed Up Sealing & Striping

(Principal)

By Justin Probst (Seal)

Western Surety Company

(Surety)

By Patricia A. Dietiker (Seal)
PATRICIA A. DIETIKER Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 65042250

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint PATRICIA A. DIETTKER

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: All Sealed Up Sealing & Striping

Obligee: City of Branson

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 65042250 is not issued on or before midnight of July 16, 2020, all authority conferred in this Power of Attorney shall expire and terminate.

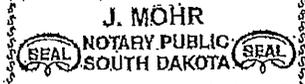
In witness whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 17th day of April, 2020.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

On this 17th day of April, in the year 2020, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr
Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 17th day of April, 2020.

WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.enasurety.com > Owner/Obligee Services > Validate Bond

ANTI-COLLUSION STATEMENT
STATE OF MISSOURI

CITY OF Branson

Justin Roach being first duly sworn, deposes and says that he is

President
Title of Person Signing

of All Sealed Up Sealing & Striping

Justin Roach
Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

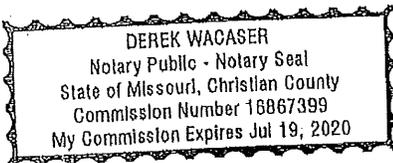
Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By Justin Roach

By _____

By _____

SWORN to before me this 17 day of APRIL 2020.



[Signature]
Notary Public

My Commission Expires: 7-19-2020

**CONTRACTOR'S
QUALIFICATIONS**

Name of firm and address with zip code

All Sealed up Sealing and Striping LLC
3880 New Hope Rd. Fordland, Mo 65652

4/14/2020 417-893-1859 Corporation Partnership
Date Area Code & Telephone

Justin Roach
Name of Contact Person

justinroach86@gmail.com 417-893-1859
E-Mail address of contact person Mobile Phone # of Contact Person

CONSTRUCTION CAPABILITIES: General Electrical Plumbing Mechanical Other

FOR CORPORATION ONLY

Date of Incorporation Name of State(s) in which incorporated

If not incorporated in Missouri give
Certificate of authority to do business in
Missouri

Certificate Number _____
Date

President's Name _____
Vice-President's Name

Secretary's Name _____
Treasurer's Name

FOR PARTNERSHIP ONLY

Is the partnership: General Limited Association

Date of Organization

1. Name and address of all parties
2. _____
3. _____

GENERAL INFORMATION

100%
Percent (%) of work done by

5
No. of permanent
Employees

none
Geographical limits of
operation

7
No. of years in business

n/a
If you have done business under a different name,
please give name and location

Has firm ever failed to complete project or defaulted on a contract? If so, state where and why.

NO

Has firm ever been engaged in litigation over any contract? If so, explain:

NO

List of completed projects within past four years, including cost of each:

Springfield public schools \$102,000 Rachel Howard 417-523-0418
City of Fair Grove \$57,000 Craig McPhail 417-860-5439
City of Republic \$28,000 Wayne Hawkins 417-988-9623

List of projects currently under construction, including cost of each:

Springfield Public schools \$48,000 Rachel Howard 417-523-0418
MDP Motors \$45,000 Manesh 417-860-4794
Signal food stores \$160,000 Sean Bumgardner 417-224-7081

***Note: List a contact person with address and telephone number for each project.

SUBCONTRACTOR DISCLOSURE FORM

For

Crack Seal Ball Parks of America Parking Lot

(This form shall be completed and submitted with the project bid)

IF NO SUBCONTRACTORS ARE TO BE USED, CHECK HERE. Sign and date Justin Pineda 4/14/20

Use additional forms for each Subcontractor

SUBCONTRACTOR: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

BID ITEMS TO BE SUBCONTRACTED

ITEM NO.	DESCRIPTION	QUANTITY	PRICE	AMOUNT

TOTAL _____

PRIME CONTRACTOR: _____

SIGNATURE: _____

DATE: _____

(Note: Subcontractor Qualifications may be required prior to Bid Award.

Subcontractor Approval _____ Date _____

Notice of Award

Date

Contractor Name and address

Project Description: Asphalt Seal & Striping Ball Parks of America Parking Lot

The City of Branson has considered the Bid submitted by you for the above described work in response to its request for bids dated April 17, 2020

You are hereby notified that your Bid has been accepted for items in the amount of:

In accordance with the General Contractual Requirements and the Special Instructions to Bidders, you are required to execute the Contract, and obtain Certificates of Insurance, obtain and maintain an Occupational License (Application for Occupational License included) with the City of Branson, Missouri, execute the Work Authorization Certification Form, W-9 Form and furnish the required contractor's Performance Bond and Payment Bond within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the owners acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this ___ day of _____, 20__.

CITY OF BRANSON, OWNER

By: _____

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged by _____
_____ this the ___ day of _____, 20__.

By: _____

Title: _____

CONSTRUCTION CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 20____, by and between All Sealed Up Sealing and Striping, LLC., hereinafter called "Contractor", and the City of Branson, Missouri, a municipal corporation, hereinafter called "City".

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies for the following: Asphalt Seal & Striping Ball Parks of America Parking Lot as outlined in plan specification documents.

The parties to this contract agree to the following:

1. Manner and Time for Completion. The Contractor agrees to furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform work, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 60 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract. Contractor shall not proceed with the work unless and until this contract has been signed by all parties, and a Notice to Proceed has been issued by the City.

2. Prevailing Wages. It is agreed that all labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri.

3. Missouri Immigration Law Affidavit. Contractor acknowledges that Section 285.530 RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work as part of this construction contract, and that its employees are lawfully eligible to work in the United States.

4. Required Safety Training.

A. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site as part of this contract for City improvements. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.

B. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work as part of this contract for City improvements commences.

C. Contractor acknowledges and agrees that any of Contractor's employees found on the project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project.

D. Contractor shall require all of its subcontractors to comply with the requirements of this paragraph and Section 292.675, RSMo.

5. Notice of Penalties for Failure to Provide Safety Training.

A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty Two Thousand Five Hundred and no/100 Dollars (\$2,500.00), plus One Hundred and no/100 Dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Paragraph 4 of this contract. This penalty shall not begin to accrue until the time periods described in Paragraph 4 above have lapsed.

B. Violations and imposition of the penalty described in Paragraphs 4 & 5 shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

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

The certificates of insurance, including evidence of the required endorsements hereunder the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company prior to modification, cancellation of such insurance and shall list the City as an additional insured. Such notices shall be sent to: City of Branson, 110 W. Maddux Street, Branson, MO 65616.

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below: Such policies shall name the City as an additional named insured as follows:

As of April 10, 2018, the minimum coverage for all insurance referred to herein shall be as set below:

A. Worker's Compensation: Statutory coverage per R.S.Mo.287.010 et seq Employer's Liability: \$1,000,000.00.

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) 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.

C. Automobile Liability Insurance: Covering Bodily Injury and Property Damage for owned, non-owned and hired vehicles with limits of One Million Dollars (\$1,000,000) per occurrence for personal injuries (including death) and property damage. The City of Branson must be as additional insured.

D. Subcontracts: In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required by the City of Branson as listed above. Contractor shall require any and all

subcontractors with who it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks.

NOTICE: The Contractor shall furnish the City prior to beginning work, satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be cancelled, modified or non-renewed without thirty (30) days written notice to the City of Branson.

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

NOTE: Subparagraph E is construed to require the procurement of Contractor's protective insurance (or contingent public liability and contingent property damage policies) by a general contractor whose subcontract has employees working on this project, unless the general public liability and property damage policy (or rider attached thereto) of the general contractor provides adequate protection against claims arising from operations by anyone directly or indirectly employed by Contractor.

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

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

H. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo. (Supp 1995) is broadened or increased during the term of this contract by legislative or judicial action, the City may require Contractor, upon ten (10) days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. The sovereign immunity limits for Missouri public entities is calculated by the Missouri Department of Insurance as of January 1st each calendar year and published annually in the Missouri Register pursuant to Section 537.610 RSMo. (see <http://www.insurance.mo.gov/industry/sovimnunity.htm>). Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

I. Unless otherwise specifically indicated in the contract documents, no deductibles will be permitted with respect to any of the above described policies.

7. Liquidated Damages. The City will deduct \$250 from any amount otherwise due under this contract for every day Contractor fails or refuses to prosecute the work, or any separable part thereof, with such diligence as will insure the completion by the time above specified, or any extension thereof, or fails to complete the work by such time, providing that the City does not terminate the right of Contractor to proceed. The Contractor agrees that such stipulated damages are a reasonable measure of the City's damages for delay and are not intended as a penalty, and Contractor agrees to be stopped from asserting any argument or position to the contrary. The City is authorized to deduct such liquidated damages from any amount otherwise due under this contract.

8. Contract Price. City shall pay Contractor for completion of the work in accordance with the Contract Documents an amount in current funds equal to:

Thirty-Five Thousand Six Hundred Thirty-Four and 00/100 Dollars -----\$35,634.00

9. Performance, Labor and Materials Payment Bond. The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City. Each bond shall be in the total amount of the contract conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if, at any time after the execution of this contract and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

10. Payment Procedures. Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by the Director of Public Works as provided in the General Conditions.

A. Progress Payments/Retainage. City shall make progress payments on account of the Contract price on the basis of Contractor's Applications for Payment as recommended by Director of Public Works, on or about the 15th day of each month during construction as provided in paragraphs B and C below. All such payments will be measured by the schedule of values established in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values.

B. Prior to completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Director of Public Works shall determine, or City may withhold, in accordance with the General Conditions.

C. 95% of work completed (with the balance being retainage). If work has been 50% completed as determined by Director of Public Works, and if the character and progress of work have been satisfactory to City and Director of Public Works, City may determine that as long as the character and progress of the remaining work is satisfactory to them, there will be no additional retainage.

D. Upon completion, in an amount sufficient to increase total payments to Contractor to 99% of the contract price

(with the balance being retainage), less such amounts as Director of Public Works shall determine, or City may withhold, in accordance with the General Conditions.

E. Final Payment. Upon final completion and acceptance of the work in accordance with the General Conditions, City shall pay the remainder of the Contract Price.

11. Interest. No interest shall accrue on any moneys not paid when due as provided in the General Conditions if such moneys are withheld in good faith for reasonable cause pursuant to RSMo §34.057 otherwise moneys not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by law.

12. Contractor's Representations. In order to induce City to enter this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the bidding documents including "technical data".

B. Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the work.

C. Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

D. Contractor is aware of the general nature of work to be performed by City and others at the site that relates to the work as indicated in the Contract Documents.

E. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

13. Contractor's Responsibility for Subcontractors. It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work to bind all subcontractors to the same specifications that bind the Contractor, insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

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

including but not limited to unpaid minimum wages and/or overtime premiums, or unpaid subcontractors.

15. Termination. The City reserves the right to terminate this contract by giving at least five (5) days' prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of this contract.

16. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event, City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

17. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 15, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

18. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

19. Liability and Indemnity.

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

B. The Contractor shall defend, indemnify, and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

C. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this contract or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing

Wage Law or any other federal or state law.

D. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

E. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

F. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this contract in its contract price. Contractor's obligation under this contract to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this contract.

20. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract. Contractor shall execute the payment and performance bonds attached hereto.

21. Payment. The City will pay the Contractor in accordance with the rate set forth in the Contract Documents, on file in the Public Works/Engineering Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments, as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Paragraph 4 above shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this contract.

22. Contract Documents. The contract documents shall consist of the following:

- A. Contract & Addendums
- B. All Change Orders
- C. Bid Plans and Specifications
- D. Standard General Conditions, Technical Specifications & Special Conditions
- E. Proposal/Bid
- F. Instructions to Bidders
- G. Performance Bond
- H. Payment and Material Bond
- I. Non-Collusion Affidavit
- J. Notice of Award & Notice to Proceed
- K. City Business License
- L. Certification of Individual Bidder/Affidavit

*Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the Contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein.

23. Subsurface Conditions. Contractor agrees and stipulates that Contractor is on constructive notice of the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey, and the Contractor stipulates that all subsurface conditions reported therein are reasonably anticipated or foreseeable.

24. Conflict of Interest. In accepting this Contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Branson, Missouri, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of RSMo. Section 105.450 et seq. shall not be violated.

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

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

27. Certification of Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

A. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

B. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

28. Notices. All notices required or permitted herein are required to be in writing and may be given by FAX or by first class mail addressed to City at 110 West Maddux, Branson, Missouri 65616, and Contractor at the address indicated below. The date of delivery of any notice given by U.S. mail shall be the date falling on the second full day after the date of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

29. Occupational License. The Contractor shall obtain and maintain an occupational license with the City of Branson, Missouri, if required by City Code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained.

30. 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.

31. 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.

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

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed two copies of this Contract. One counterpart each has been delivered to CONTRACTOR and CITY. All portions of the Contract Documents have been signed, initialed or identified by CITY and CONTRACTOR.

This Contract will be effective on _____, 20__ (which is the effective date of the Contract).

CITY OF BRANSON, MISSOURI

All Sealed Up Sealing and Striping, LLC

By: _____
E. Edd Akers, Mayor

By: _____

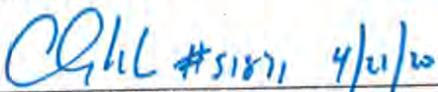
(SEAL)
Attest _____
Lisa K Westfall
City Clerk

(SEAL)
Attest _____

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

Address for giving notices:
3880 New Hope Road
Fordland, MO 65652

Approved as to Form:


Chris Lebeck, #51831 City Attorney



City of Branson

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the City to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public work projects.

The City is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling. The link for that form is:

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

STATE OF MISSOURI)
) ss
COUNTY OF COLE)

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE:

Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM:

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY:

- A person acts knowingly or with knowledge,
- (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
 - (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

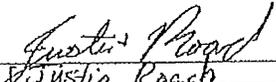
BEFORE ME, the undersigned authority, personally appeared Justin Roach, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is, Justin Roach and I am currently the President of All Sealed up Sealing & Striping LLC (hereinafter "Contractor"), whose business address is 3880 New Hope Rd. Fordland, Mo 65652, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and City of Branson:
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection

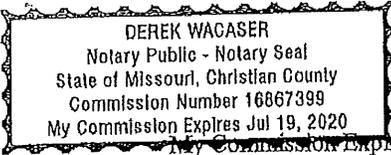
with the contracted services set forth above.

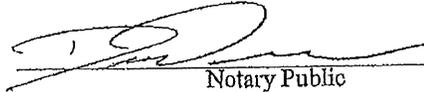
- 5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.


 _____], Affiant
 Printed Name

Subscribed and sworn to before me this 17 day of APRIL, 2020.





 Notary Public
 State of Missouri

My Commission Expires:
 Commissioned in CHRISTIAN County
 Commission # 16867399

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

- 1. A valid, completed copy of the first page identifying the Contractor; and
- 2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security - Verification Division

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: _____ (Contractor)

_____ (Contractor Address)

a _____, hereinafter called Principal, and

(Corporation, Partnership, or Individual)

_____ (Surety)

_____ (Surety Address)

hereinafter called Surety, are held and firmly bound unto _____

(hereinafter called Owner), in the penal sum of _____ dollars (\$ _____) in lawful money in the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

The Condition of this Obligation is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof in the construction of:

Asphalt Seal & Striping Ball Parks of America Parking Lot

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing material for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, repairs or machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IMPORTANT- Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

Principal

ATTEST:

By _____

Secretary

Address

SEAL

Witness to Principal

Address

Surety

ATTEST:

By _____
Attorney-in-Fact

Secretary

Address

SEAL

Witness to Surety

Address

NOTE: Date of bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.

PERFORMANCE & MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT We, the undersigned, _____ of _____, hereinafter referred to as "Contractor", and _____, a corporation organized under the laws of the State of _____ and authorized to transact business in the State of Missouri, as "Surety", are held and firmly bound unto The City of Branson, Missouri, hereinafter referred to as "Owner", in the penal sum of _____ Dollars (\$ _____), lawful money of the United States of America for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor has, on the _____ day of _____, 20__, entered into a written contract with the aforesaid Owner for furnishing all materials, equipment, tools, superintendence, and other facilities and accessories, for the construction of certain improvements as designated, defined, and described in the said contract and the conditions thereof, and in accordance with the specifications and plans therefore; a copy of said contract being attached hereto and made a part thereof:

NOW, Therefore if said Contractor shall and will, in all particulars will, duly, and faithfully observe, perform and abide by each and every covenant, condition and part of the said contract, and the conditions, specifications, plans and other contract documents thereto attached or by reference made a part thereof, according to the true intent and meaning in the case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect:

PROVIDED further, that the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract, or the work to be performed thereover, or the specifications accompanying the same, shall in any way affect its obligations on this bond and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the contract, or to the work, or to the specifications.

PROVIDED further, that if the said Contractor shall construct or cause to be constructed and completed the improvement in accordance with specifications for like improvements, and to the lines and grades shown on the plans, all to be done subject to the approval and acceptance of the Engineer, and shall construct said with such materials in such manner that same shall endure without need of any repairs for the period of two (2) years from and after the completion of said improvement and acceptance thereof; and if said improvement shall endure without the need of

repairs for the period of two (2) years from and after completion and acceptance thereof as aforesaid, then this obligation shall be void, otherwise to be in full force and effect.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand, and said surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized to do so at _____, on this _____ day of _____, 20_____.

Contractor

By _____
Title _____

Surety

By _____
Attorney-in-fact

By _____
Missouri Resident Agent

(Accompany this bond with the attorney-in-fact's authority from the surety company certified to include the date of the bond).

NOTICE TO PROCEED

DATE:

TO:

PROJECT: Asphalt Seal & Striping Ball Parks of America Parking Lot

CONTRACT PRICE:

You are hereby notified to commence work on the referenced contract on or before _____ and shall fully complete all of the work of said contract within 60 *consecutive calendar* days thereafter. Your final completion date is therefore _____.

BY _____
Keith A. Francis, Director of Public Works

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by _____
_____ this _____ day of _____ 2020.

BY _____

TITLE _____

LIEN WAIVER

DATE _____

TO _____

Re: Asphalt Seal & Striping Ball Parks of America Parking Lot

Dear Sir:

I certify that I have paid in full for all materials purchased and all labor employed in the performance of this contract, and that there are no claims against me as an employer under this contract on account of injuries sustained by workmen employed by me thereunder. I hereby release you from any claims arising by virtue of this contract.

I am attaching form "Release by Claims", signed by all persons from whom I have purchased materials and by all persons employed in connection with my contract with the above named owner.

Contractor

RELEASE BY CLAIMANTS

DATE _____

STATE OF _____

COUNTY OF _____

WHEREAS, we the undersigned _____
(has, have) been employed by _____ to furnish
for the construction _____
project known as: Asphalt Seal & Striping Ball Parks of America Parking Lot

NOW, THEREFORE, know ye, that the undersigned for and in consideration of the sum
of _____ Dollars
\$ _____ and other good and valuable considerations, the receipt whereof is hereby
acknowledged do hereby waive and release any and all lien, and claim, or right to lien, on said
construction project and premises under the statutes of the State of _____
relating to Mechanic's Liens, on account of labor, or materials, or both, furnished by the
undersigned to or on account of the said _____
for said construction project and premises.

Given under our hands and seals this _____ day of _____, 20____.

Signature

WITNESS:

My Commission expires: _____

**CERTIFICATE OF COMPLIANCE
AND AFFIDAVIT**

STATE OF MISSOURI)
)ss.
COUNTY OF TANEY)

Re: Contract No. _____
Wage Determination No. 26
Between City of Branson and

All Sealed Up Sealing & Striping, LLC

(a) _____ on his oath being duly sworn states that all subcontractors have been paid and that the Contractor and all subcontractors have discharged fully all indebtedness incurred by them, or any one of them or for work and labor done, or for materials or equipment furnished or used in connection with the performance and the completion of said above stated construction project and that all claims whether to persons or property arising out of or related to any manner whatsoever to the said construction project have complied with all provisions and requirements of Sections 290.210 to .340 RSMo 1959 as amended 1969 and that all workmen performing work under this contract were paid not less than the general prevailing straight time hourly wage rates or the general prevailing hourly rates for legal holidays and overtime work as such rates were determined and certified in the Special Wage Determination made by the Industrial Commission of Missouri and attached to the said contract herein.

(b) The Contractor has complied with all terms and conditions of the contract.

Subscribed and sworn to before me this _____ day of _____, 20..

Notary Public

My commission expires:

GENERAL CONDITIONS

DEFINITION OF TERMS OR DESCRIPTIVE WORDS

1. Advertisement. The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished.
2. Award. The action of the city accepting the proposal of the lowest responsible bidder for the work, subject to the execution and approval of a satisfactory contract therefore and bond to secure the performance thereof, and to such other conditions as may be specified or as required by law.
3. Bidder. Any individual, partnership, corporation or joint venture submitting a proposal to perform the work contemplated.
4. Change Order. A written order from the director of public works to the contractor, as authorized by the contract, directing changes in the work as made necessary or desirable by unforeseen conditions or events discovered or occurring during the progress of the work.
5. Contract Documents. The contract documents shall include, but not be limited to, the signed Contract and Bond, Addenda, Notice to Contractors, signed copy of the Bid, General Conditions, Special Provisions, Technical Specifications, and Plans and/or Supplemental Sketches. The signed Contract, together with the other documents enumerated therein or hereinbefore, forms the Contract between the parties. These documents are as fully a part of the contract as if attached thereto or repeated therein.
6. Contract Time or Completion Date. The number of calendar days shown in the proposal, including authorized extensions, is the time allowed for the completion of the work contemplated in the contract. If a calendar date for completion is shown in the proposal, then the work contemplated shall be completed by that date. A calendar day is defined as every day shown on the calendar (including weekends and holidays). No time extensions will be granted for delays caused by weather, utility conflicts, excavations encountering rock, changing excavation quantities or contractor scheduling.
7. Contractor. The individual, partnership, corporation, or joint venture undertaking performance of the work under the terms of the contract, and acting directly or through his or its agents, employees, or subcontractors.
8. Easement. The right to use property owned by others for a specific purpose. An easement is an interest in the property, however, the original property owner retains legal title to that particular property.
9. Director of public works. The director of public works or any of his authorized

representatives. Where the term "Director of Public Works" is used, it shall mean the city director of public works in person.

10. Extra Work. An item of work not provided for in the contract as awarded but found essential to the satisfactory completion of the contract and within the intended scope of the contract, as determined by the director of public works.

11. Notice to Contractors. The notification provided prospective bidders, containing a general description of the proposed work, and including information and requirements for the submission of bids.

12. Notice to Proceed. The written notice from the director of public works notifying the contractor of the date, which he is to begin prosecution of the work.

13. Pay Item. An item of work specifically described and for which a price, either unit or lump sum, is provided. It includes the performance of any and all work and the furnishing of any and all labor, equipment, and materials contemplated or described on the plans or in the text of the specifications included in the contract.

14. Plans. Drawings or reproductions thereof approved by the City of Branson, Missouri, which show the location, character, and details of the work. Technical Specifications and Special Provisions shall prevail over plans when in conflict therewith.

15. Project. The proposed improvement together with all appurtenances and construction to be performed thereon under the contract.

16. Proposal. The written offer submitted by the bidder in the required manner on the form of proposal to perform the work contemplated at his bid prices.

17. Form of Proposal. The approved form furnished by the director of public works on which the bid prices for the work is to be submitted.

18. Proposal Guaranty. The security furnished with a proposal to insure that the bidder will enter into the contract if his proposal is accepted.

19. Right-of-Way. Land acquired by the city of Branson for the construction and maintenance of an improvement.

20. Special Provisions. Directions or requirements, peculiar to the work and not otherwise thoroughly or satisfactorily detailed or set forth in the general conditions or technical specifications. Special provisions may be included in the specifications or may be included as a note or special detail on the plans. Special provisions shall prevail over general conditions, technical specifications, and plans whenever in conflict therewith.

21. Specifications. The directions, provisions, and requirements contained in these general conditions and technical specifications, together with such as may be added or adopted

as supplemental specifications or special provisions for the performance of the work and for the quantity, quality, and proportion of materials.

22. Subcontractor. Any individual, partnership, corporation, or joint venture to which the contractor, with the consent of the director of public works, sublets any part of the work under the contract.

23. Work. The furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the project and the carrying out of all the duties and obligations imposed by the contract documents.

A. BIDDING REQUIREMENTS AND CONDITIONS

1. Notices to Contractors. After the date is fixed for the receipt of bids, the director of public works may, in addition to the notice required by law, give notice of such date by mail to those contractors who are on file with the public works/engineering department for the type of work involved in the contract being bid. Others will be mailed a notice to contractors upon request. This notice to contractors will contain a general description of the proposed work, together with instructions and information to the potential bidder regarding specifications, approved plans, special provisions, form of proposal, and other documents affecting the work.

2. Coordination of Plans, Specifications and Special Provisions. These Specifications, Approved Plans, Special Provisions, Form of Proposal and all documents affecting the work issued by the director of public works to the contractor are essential parts of the contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be mutually complementary. In case of discrepancy, calculated dimensions shall prevail over scaled dimensions; specifications shall prevail over plans and drawings; special provisions shall prevail over specifications.

3. Interpretation of Quantities in Bid Schedule. The items appearing in the bid schedule are approximate only and are prepared for the comparison of bids. Payment to the contractor will be made only for the actual quantities of work performed and accepted in accordance with the contract, except where final measurements are not made, as hereinafter provided. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted as hereinafter provided.

4. Examination of Specifications and Site of Work. The director of public works will prepare location maps and specifications giving such directions as will enable the contractor to carry them out. The bidder is expected to examine carefully the site of the proposed work, the proposal, specifications, and other contract documents before submitting a proposal. The specifications, and other documents designated in the proposal form will be considered a part of the proposal whether attached or not. The conditions indicated on the plans and in the proposal represent information available from surveys and studies, but the submission of a bid shall be considered proof that the bidder has made his own examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the specifications and other contract documents.

5. Preparation of Proposals. All proposals must be properly signed and sealed and submitted as set forth in the notice to contractors. Each bidder shall specify in his proposal, in figures, a unit price for each of the items listed in the proposal. The proposal shall not contain interlineations or alterations. The bidder shall show the unit price for construction of all items in the amount column provided for that purpose. These unit prices shall be totaled and in case of errors or discrepancies in extensions, the unit prices shall govern. All entries on the proposal form shall be in ink or typed.

The director of public works will correct all errors in extensions or totals and such corrected extensions and totals will be used in comparing bids.

- a. A proposal from an individual, including any doing business under a fictitious name, shall be signed by the individual, and his address shown.
- b. A proposal by a partnership or joint venture, including individuals doing business under fictitious names, or corporations, shall be executed by at least one of the partners followed by the title "Partner," or one of the joint ventures followed by the title "Joint Venturer" and the business address of the partnership or joint venture shown. The true legal name and address of each partner and joint venture shall also be shown.
- c. A proposal by a corporation, whether acting alone or as a joint venture, shall include the address and name of the corporation and shall be signed by a person authorized by its Board of Directors to bind the corporation, with his title shown.
- d. The name and address of the bidder shall be stated the same on all contract documents including the proposal, bid bond, contract, performance bond and insurance policies and certificates.
- e. If the successful bidder is doing business in the State of Missouri under a fictitious name, such bidder shall furnish to the director of public works a certified copy Secretary of State, State of Missouri. The city will execute no contract until the bidder furnishes such certificate. If the successful bidder already has on file with the director of public works such a certificate, an additional certificate will not be required.
- f. All successful bidders who are corporations organized in states other than Missouri, shall furnish at their cost, a certified copy of a certificate of authority and license to do business in Missouri, said certificate to remain on file with the director of public works. The city will execute no contract until the successful bidder furnishes such certificate. If the successful bidder already has on file with the director of public works such a certificate, an additional certificate will not be required. The successful bidder agrees to cause its authority and license to do business as a foreign corporation to be continued and extended throughout the life of the

contract, and until all claims thereon and hereunder shall have been finally settled.

- g. All successful bidders who are corporations organized either in the State of Missouri or in other states, must have or must obtain an occupational license with the City of Branson, Missouri. The cost for this occupational license shall be borne by the bidder. The city will execute no contract until this occupational license has been obtained.
- h. Where in the proposal form a "Unit Price" is set forth, the "Unit Price" shall include the furnishing by the contractor of all labor, tools, materials, machinery, appliances, plant and equipment appurtenant to, and necessary for the construction in every detail and the completion in a first class, workmanlike manner of all the work to be done under these specifications. The "Unit Price" shall also include all permanent protection of overhead, surface and underground structures, dust control during construction, cleaning up, finish, overhead expense, insurance, patent fees, royalties, risk due to the elements, delay, profit, injuries, damages, claims, and all other items not specifically mentioned that may be required to construct fully each item of work complete in place. Contractors are warned that unbalancing of bids may be cause for rejection. Proposals that show any omissions, alterations of form, additions not called for, conditional or alternate bids not called for, or irregularities of any kind may be rejected.
- i. A bidder may withdraw or revise a proposal after it has been deposited as set forth in the notice to contractor, provided the revision or the request for such withdrawal is received before the time set for opening proposals. Any proposal received after the time for opening of bids will be returned to the bidder unopened.
- j. Proposals will be opened and the bid totals read publicly at the time and place indicated in the notice to contractors, bidders, their authorized agents, and other interested parties are invited to be present.

6. Right to Reject Proposals. The city reserves the right to reject any or all bids and waive technicalities if it is in the best interest of the city and may resubmit an invitation for bids with the same specifications to the same or other persons. Reasons for rejection of proposals will not be limited to but shall include the following:

- a. False information provided on the "Statement of Bidders Qualifications".
- b. Failure to pay, or satisfactorily settle, all bills due for labor or materials on former contracts.
- c. Default under previous contracts.

- d. Unsatisfactory performance record as shown by past work for the city judged from the standpoint of workmanship and progress.
- e. When any agent or employee of the prospective bidder currently serves as an employee or agent of the city.
- f. When any agent or employee of the prospective bidder has participated in the preparation of plans or specifications for the proposed work.
- g. More than one proposal for the same work from an individual, firm, partnership or corporation under the same or different names.
- h. Evidence of collusion among bidders.
- i. Unbalanced proposals in which the bid prices for some items are obviously out of proportion to the bid prices of other items.
- j. If the proposal does not contain a unit price for each pay item listed except in the case of authorized alternate pay items or lump sum pay items.
- k. If there are omissions, erasures, unauthorized additions, conditional bids, or irregularities of any kind which may tend to make the proposal incomplete or ambiguous as to its meaning.

B. AWARD AND EXECUTION OF CONTRACT

1. Consideration of Proposals. After the proposals are opened and the bid totals read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule multiplied by the unit bid prices. The results of such comparisons will be immediately available to the public.

2. Award of Contract. The contract will be awarded by the city to the lowest responsible bidder as soon as practicable after the opening of the bids. The city will determine the responsibility of the Contractor.

3. Assigning or Subletting the Contract. The apparent low bidder, and any other bidder so requested, shall within seven (7) days after bid opening submit to the public works/engineering department, a list of all subcontractors to be used on the project and the percentage of the contract that each will do. If the public works/engineering department, after due investigations, has reasonable objections to any proposed subcontractor may, before the notice of award is given, request the apparent low bidder to submit an acceptable substitute without an increase in the bid price. If the apparent low bidder declines to make any such substitutions, the public works/engineering department may award the contract to the next lowest bidder that proposes to use acceptable subcontractors. The declining to make requested substitutions will not constitute grounds for sacrificing the bid security of any bidder.

The contractor shall not assign or sublet the contract, or any portion of the contract, without the written approval of the director of public works. The director of public works written approval of the contractor subletting work shall not be construed as making the city a part of such subcontract, or subjecting the city to liability of any kind of any subcontractor. No subcontract shall under any circumstances relieve the contractor or his surety of his liability and obligation under the contract, and all transactions will be made through the contractor.

Subcontractors will be recognized and dealt with only as workmen and representatives of the contractor. If approval is given for subletting work, the contractor shall perform, with his own organization, work amounting to not less than fifty (50%) percent of the total contract cost. A subcontractor may not subcontract any portion of his work.

No second-tier subcontracting will be permitted.

4. Execution of Contract. The individual, partnership, corporation, or joint venturer awarded the contract shall return the prescribed copies of the contract and insurance, properly executed, to the office of the director of public works within 10 days after the contract has been mailed to the bidder. No proposal shall be considered binding upon the city until the successful bidder has been properly notified of the award by the city, and until the successful bidder has executed and returned the contract, and the required insurance. No contract shall be considered effective until it has been fully executed by all of the parties hereto.

5. Failure to Execute Contract. Failure to execute the contract and file acceptable insurance within 10 days after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and constructed under contract or otherwise, as the city may decide.

C. SCOPE OF WORK

1. Intent of Contract. The intent of the contract is to provide for the construction and completion in every detail of the work described. The contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

2. Alteration of Plans. The city reserves the right to make, at any time during the progress of the work, without notice to the surety, such increases or decreases in quantities up to 25% of the total contract price for the project and such alterations in the details of the construction, including alterations in the grade as may be found necessary or desirable. Plan changes may include the addition, elimination, reduction, or increase of any one or more items or units. If the plan change results in the increase or decrease of the quantity of a major item by more than 25 percent, the city may require negotiation of the unit price for that portion of the major item above 125 percent or below 75 percent of the quantity stated in the contract. A major item, for the purpose of this section, will be considered to be single bid items or if noted elsewhere a group of items or separate schedules, the total cost of which exceeds 15 percent of the total contract price for the project. For contract plan changes involving work for which there

is no unit price, city and contractor shall, if possible, agree on a fair unit price or sum to be added to or deducted from the contract, as appropriate.

3. Public Conveniences and Safety. Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, and building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with safety provisions for protection of the public as contained in the Occupational Safety and Health Administration Regulations. Contractor shall conduct the work at all times so as to cause no more obstruction or inconvenience to the public than is deemed necessary by the director of public works. Free passage for vehicles and pedestrians shall be maintained by the contractor, at his expense, along roadways, sidewalks and drives, by bridging, if necessary, where it is practical to do so. Where bridging is unnecessary or impractical in the opinion of the director of public works, the contractor may arrange for the diversion of traffic as hereinafter provided. If the contractor is required to maintain traffic over the project, he shall maintain the roadbed substantially free of ruts, holes and detrimental surface deformations. Free access shall be provided to all fire hydrants, water valves and fire alarms or police call boxes.

4. Control of Traffic. The contractor shall provide for a sufficient number of warning lights, signs, and barricades to be available on the work, and shall cause them to be placed in such numbers and at such locations as required to maintain reasonable safety to pedestrians and vehicular traffic. If it becomes necessary to divert traffic, the traffic engineer shall select a detour route and the contractor shall place at his expense or as provided for in the contract, directional signs of such nature and insufficient numbers to clearly define the detour route. Barricades, lights and warning signs shall be constructed in accordance with the Uniform Manual of Traffic Control Devices, or as otherwise approved by the director of public works.

The city reserves the right to remedy any neglect on the part of the contractor as regards public convenience and safety which may come to its attention after twenty-four (24) hours notice in writing to the contractor; save in cases of emergency, in which the city shall have the right to remedy any neglect without notice; in either case, the cost of such work done by the city shall be paid by the contractor to the Office of the Director of Public Works prior to final payment or shall be deducted from final payment.

5. Protection of Public and Private Utilities. The contractor shall support, sustain and protect existing pipes, conduits, signs, markers, poles, wires and other apparatus under, over, along, across or otherwise affected by the work. If such pipes, conduits, signs, markers, poles, wires or apparatus are damaged through carelessness or neglect of the contractor, the authorities having control of same will repair them, but the cost of such repairs shall be paid by the contractor or shall be deducted from final payment.

The failure of the city to show such utilities on the plans shall not relieve the contractor of his responsibility for the protection and preservation of such utilities. The contractor shall enlist the assistance of the Missouri One Call System by calling 1-800-344-7483 to locate electric, water, sewer, and traffic signal utilities. The contractor shall enlist the assistance of the other affected agencies in the location of their utilities. The contractor will not be responsible to

any agency for the cost of such assistance in the location of its utilities, but he shall be responsible for the cost of repairing any damage to such utilities arising from any negligence of his operations.

The contractor shall coordinate his operations with the affected utility agency that is making necessary adjustments, relocations, removals, or construction of new fixtures and shall permit free access to the site for such work. It is understood and agreed that the contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions whether or not they are shown on the plans and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by the contractor due to any conflict or interference from the said utility appurtenances or the operation of moving them.

If the owners of utility facilities fail to cooperate and coordinate their work with that of the contractor and that failure results in actual delay to the contractor in the overall completion of the project, such delay will be considered in the time specified in the contract for completion, provided the contractor notifies the director of public works of the delay at the time it occurs.

6. Damage to Private Property. The contractor shall confine his work to the city's premises, including easements and construction permit areas. He shall not enter upon or place materials on any private premises except by written consent of the individual owners, and he shall save the city harmless from all suits and actions of every kind and description that might result from his use of private property. The contractor shall cause all lot corner pins disturbed by his operation to be reset by a registered land surveyor and will on completion of the work file with the city a certificate from the surveyor that said pins have been reset.

7. Removal of Drainage Pipe and Culverts. Drainage structures at driveways, private entrances and street intersections, which must be removed during the normal prosecution of the work, called for in the contract shall be deemed the property of the City of Branson. The contractor shall use reasonable care in the removal of all drainage structures and stack them for salvage by the city. Should the city not wish to claim such drainage structures, the contractor will be required to remove them from the job site. It will be the contractor's responsibility to notify the city that said structures are available for salvage and upon the expiration of three (3) working days of such notice, if the city has not removed said drainage structures from the site of the work, it shall be deemed that the city has relinquished all claim to said drainage structure.

8. Extra Work and Force Account.

- a. The contractor shall perform unforeseen work, for which there is no provision included in the contract, whenever it is deemed necessary or desirable to complete the work as contemplated. Such work shall be performed in accordance with the specifications and as directed by the director of public works.
- b. Payment for extra work will be based on lump sum or unit prices previously agreed to in writing by the parties to the contract or the city

may require the contractor to do such work on a force account basis.

c. Force account work will be compensated in the following manner:

(1) Labor. The contractor will receive the rate of wage paid by him for each hour that all labor is engaged in such work. The contractor will receive the actual costs paid to, or in behalf of, employees by reason of health and welfare benefits, pension fund benefits or other benefits required by an employment contract. An additional amount equal to 35 percent of the sum of the above items will also be paid to the contractor. No separate payment will be made for insurance premiums, unemployment insurance contributions and social security taxes as compensation. These costs will be considered as fully covered in the 35% figure stated above.

(2) Materials. The contractor will receive the actual cost of materials accepted by the director of public works and used in the work; including transportation charges paid by the contractor. An additional amount equal to 15 percent of the materials and transportation cost will also be paid to the contractor. No compensation will be allowed for materials, such as forms, which are used in connection with, but do not enter permanently into the work.

(3) Equipment. For any equipment necessary to perform the work, including all fuel and lubricants, tires, and repairs, the contractor will be allowed the hourly rental rates set out in the "Rental Rate Blue Book for Construction Equipment" on file at the time the work is done. The allowed rates will be the sum of the bare hourly rates and the estimated operating cost per hour. The allowed time for the hourly rental rates will include that time required to move the equipment to and from the site of the force account work plus the actual operating time on the work. If the actual unit of equipment is not listed in the schedule, the rate listed for similar equipment shall be used.

(4) Miscellaneous. The director of public works has the authority to require alterations in the equipment and labor force assigned the force account work, to limit authorization of overtime or to require overtime work when an emergency exists. No allowance will be made for general superintendence, the use of small tools or equipment or other costs not specifically herein provided. All subcontractors will be considered employees of the contractor.

(5) Compensation. Each day the contractor's representative and the engineering department representative shall compare records of the cost of the force account work and both the engineer and the contractor shall sign them. No payment will be made for the force account work until the

contractor has furnished the director of public works with itemized statements of cost of such work.

D. CONTROL OF WORK

1. Authority of the Engineer

- a. When work is being performed under direct contract with the City of Branson, the engineer, or his duly authorized representative will decide all questions which may arise as to the quality, quantity and acceptability of materials furnished and work performed. The engineer's decision as to the intent of the contract, plans, specifications and estimates, and as to all questions arising as to the acceptable fulfillment of the contract on the part of the contractor; all questions of classification; the proper compensation for the performance or breach of the contract; all claims of any character whatsoever in connection with or growing out of the construction whether claimed under the contract, under force account, under quantum merit, or otherwise; and the engineer's estimates and decisions shall be final, binding, and conclusive upon all parties to the contract.
- b. The engineer, or his duly authorized representative, has the authority to suspend work, being performed on city rights-of-way and easements, wholly or in part for such period or periods as he may deem necessary due to the failure of the contractor to correct conditions unsafe for the workmen or general public.
- c. In case of failure on the part of the contractor to execute work ordered by the engineer, the engineer may, at the expiration of a period of 48 hours after giving written notice to the contractor, proceed to execute such work as may be deemed necessary, and the cost thereof shall be deducted from compensation due or which may become due the contractor under the contract.
- d. When work is performed on city rights-of-way and easements in conjunction with private improvements, all work will be inspected by the engineering department to ensure conformity to these General Conditions and Technical Specifications. The director of public works will decide all questions which may arise as to the quantity of materials furnished; work performed as to the acceptable rate of progress; all questions as to the acceptable fulfillment of the contract between the developer and the contractor; all questions of classification; the proper compensation for the performance or breach of the contract; and all claims of any character whatsoever in connection with or growing out of the construction contract between the developer and the contractor. The engineer will also be responsible for resolving any conflicts between the plans and existing site conditions; any conflicts between the plans and the construction staking;

and any conflicts between constructability of the plan and these specifications and site conditions.

- e. Nothing contained in this section or in the contract shall be construed as requiring or permitting the engineer or his duly authorized representative, to direct the method or manner of performing any work at a job site.

2. Authority and Duties of the Project Managers or Assistants.

- a. The director of public works may appoint project managers as assistants to inspect all materials used and all work performed. Such inspection may extend to any or all parts of the work and to the preparation or manufacture of the materials to be used. The project managers will not be authorized to revoke, alter, enlarge or relax the provisions of the specifications.
- b. A project manager will not be authorized to approve or accept any portion of the work or to issue instructions contrary to the plans and specifications. The project manager will have authority to reject defective material and to suspend any work that is being improperly done, subject to the final decision of the director of public works. The project manager will exercise such additional authority as may, from time to time, be especially delegated to him by the director of public works. A project manager will call to the attention of the contractor any lack of compliance with the plans or specifications. However, failure of a project manager or the director of public works to call the attention of the Contractor to the faulty work, or lack of compliance with the plans and specifications, shall not constitute acceptance of said work.
- c. When a project manager is assigned to the work being performed in conjunction with a city contract, the project manager will keep the director of public works informed as to the progress of the work and the manner in which it is being accomplished.

3. Conformity with Plans and Specifications.

All work performed and all materials furnished shall be in conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the plans or indicated in the specifications.

- a. If the director of public works or his duly appointed representative finds the materials or the finished product in which the materials are used not in conformity with the plans and specifications but that reasonably acceptable work has been produced; he will then make a determination as to whether or not the work will be accepted and remain in place. If accepted, the director of public works or his duly appointed representative

will document the basis of acceptance by contract modifications that may provide for an appropriate adjustment in the contract price for such work or materials, as he deems necessary to conform to his determination based on engineering judgment.

- b. If the director of public works or his duly appointed representative finds the materials or the finished product in which the materials are used or the work performed have resulted in an unacceptable product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the contractor.

4. Errors and Omissions. The contractor shall take no advantage of any apparent error or omission in the plans or specifications. If the contractor discovers such an error or omission, he shall immediately notify the director of public works or his duly appointed representative. The director of public works or his duly appointed representative will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

5. Cooperation by Contractor. The contractor shall give the work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the engineer and other contractors in every way possible. The contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors or utilities. The contractor shall schedule his work and shall place and dispose of the materials being used so as not to interfere with the operations of other contractors. Pavements over which hauling is performed shall be kept clean of spilled or tracked on materials at all times.

6. Inspection. The contractor shall furnish the director of public works or his duly appointed representative with every reasonable facility for ascertaining whether or not the work performed is in accordance with the requirements and intent of the plans and specifications. Any work done (except excavation) or material used without suitable supervision by the contractor or inspection by the director of public works or his duly appointed representative may be ordered, removed, and replaced at the contractor's expense.

7. Work in Inclement Weather. No construction work shall be done during stormy, freezing or inclement weather, except as can be done satisfactorily and in accordance with applicable specifications and with the approval of the director of public works. This provision will not be justification for time extensions on calendar day contracts.

8. Street Closure. When it becomes necessary to close a street, the contractor shall notify the traffic engineer at least 36 hours in advance of such closure including information as to the exact location and extent, the time and expected duration and the reason for the closure. If, in case of an emergency, it becomes necessary to close any street without advance notice, the contractor shall immediately notify the police and fire department and advise the traffic engineer of such closure.

9. Removal of Defective and Unauthorized Work. All work that has been rejected or condemned shall be repaired, or if it cannot be repaired satisfactorily, it shall be removed and replaced at the contractor's expense. Defective materials shall be immediately removed from the site of the work. Work done without line and grade having been given, work done beyond the lines or not in conformity with the grades shown on the plans, work done without proper inspection, or any extra or unclassified work done without written authority and prior to agreement in writing as to prices, shall be considered as unauthorized work and done at the contractor's risk. All work considered unauthorized, at the option of the director of public works, may not be measured and paid for, and may be ordered removed at the contractor's expense. Upon failure of the contractor to repair satisfactorily or to remove and replace rejected, unauthorized, or condemned work or materials immediately after receiving notice to the contractor, the city has the authority to cause unauthorized work to be removed. The cost of such work shall be paid to the Office of the Director of public works prior to final payment or shall be deducted from final payment.

10. Protection and Restoration of Property. The contractor shall notify the proper representatives of any public utility, any corporation, any company or any individual, not less than forty-eight (48) hours in advance of any work which might damage or interfere with their property or operation along or adjacent to the work. The contractor shall be responsible for any damage or injury to property of any character by reason of any negligent act or omission on the part of the contractor or the contractor's employees or agents, or due to defective work or materials, or due to his failure to reasonably or properly prosecute the work. When and where any such damage or injury is done to public or private property on the part of the contractor, he shall restore or have restored at his own cost and expense such property to a condition equal to or exceeding that existing before such damage was done, by repairing or otherwise restoring as may be directed, or he shall make good such damage from injury in a manner acceptable to the engineer. In addition to the above, the contractor shall, unless otherwise indicated on the plans:

- a. Cause any excavation upon the real estate to be backfilled and graded to the original grade;
- b. Remove, insofar as reasonably possible, all debris resulting from construction, including rock;
- c. Provide during construction reasonable access to the public street where any excavation upon the real estate might otherwise interfere therewith; and
- d. Cause all lot corner pins disturbed by his operation to be reset by a registered land surveyor, and will file with the city a certificate from the surveyor that said pins have been reset.

In case of failure on the part of the contractor to restore such property or make good such damage or injury, the engineer may, upon forty-eight (48) hours written notice, under ordinary circumstances and without notice when a nuisance or hazardous condition results, proceed to repair, rebuild or otherwise restore such property as may be determined necessary, and the cost

thereof shall be paid to the Office of the Director of Public Works prior to final payment or shall be deducted from final payment.

11. Contractor's Representative. The contractor shall have on the project at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, authorized representatives. The superintendent shall have full authority to execute orders or directions of the engineer without delay, and to promptly order such materials, equipment, tools, labor, and incidentals as may be required. Such superintendent shall be furnished irrespective of the amount of work sublet.

12. Notice to Proceed. A written Notice to Proceed shall be given to the contractor for each project let by the city. This notice shall set forth the beginning of the project calendar days or the date for completion.

13. Claims for Adjustment. If either party has a claim against the other which in any way arises out of the provisions of the contract or the performance or nonperformance thereunder, written notice of such claim must be made in triplicate prior to the expiration of 60 days after delivery by the city to the contractor of a check or draft for the retained percentage. If the claim is against the city the notice of claim must be personally delivered or sent by certified mail to the office of the director of public works in city hall. If the claim is against an assignee, notice of the claim must be personally delivered or sent by certified mail to the assignee at the address shown on the accepted notice of assignment. Within 60 days after the receipt of notice of any claim, the party against whom the claim is made shall make any claim he has against the other party. All notices of claims must contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim. Any claim or an item of any claim not included in the notice and statement, or any claim included but not clearly defined and specifically set out and itemized, or any claim not filed within the time and in the manner provided above shall be forever waived and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration between the parties.

E. CONTROL OF MATERIAL

1. Source of Supply and Quality Requirements. All material needed in the work shall be furnished by the contractor unless otherwise stated in the contract. The contractor shall assume full responsibility for ordering materials of the quality and quantity required.

F. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

1. Laws to be Observed. The contractor shall at all times observe and comply with all federal and state laws, local laws, ordinances, decrees, and regulations existing at the time of or enacted subsequent to the execution of the contract which in any manner affect the prosecution of the work. The contractor and his surety shall indemnify and save harmless the city and all of its officers, engineers, representatives, agents, and employees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the contractor, his employees, or his subcontractors.

2. Permits and Licenses. The contractor shall procure all permits and licenses, shall pay all charges and fees, and shall give all notices necessary incidental to the due and lawful prosecution of the work. The contractor shall be required to have a current Occupational License from the City of Branson Finance Department. The cost of complying with these requirements will be included in the contract unit price for other items.

3. Non-Discrimination. The contractor shall be required to comply, and cause his subcontractors, if any, to comply with all local, state and federal laws, regulations, and directives against discrimination in connection with the project. Such nondiscrimination requirements extend to procurement of materials and lease of equipment for use in connection with the project.

4. Patented Devices, Materials and Processes. If the contractor is required or desires to use any design, device, material, or process covered by letter patent or copyright, he shall arrange and provide for such use by suitable agreement with the patentee or owner, and the city may require a copy of the agreement. The contractor shall indemnify and save harmless the city from any suits, claims, or damages arising from the infringement upon or use of any patented or copyrighted design, device, material, or process.

5. Safety and Sanitary Provisions. The contractor shall at all times take necessary precautions to protect the life and health of all persons employed on the project. He shall familiarize himself with the latest accepted accident prevention methods and provide necessary safety devices and safeguards in accordance therewith. The city will refuse to provide inspection service at plants or work sites where adequate safety measures are not provided and maintained.

Employee Accommodation:

- a. The contractor shall provide and maintain in a neat and sanitary condition, such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Missouri Department of Natural Resources or of other bodies or tribunals having jurisdiction over public health and sanitation. No public or private nuisance shall be permitted.
- b. All sanitary facilities and safety devices shall be furnished free to employees and the cost to the contractor will be considered covered under the various items of the contract documents.
- c. The contractor's employees and the subcontractors' employees shall conduct themselves in action and language in a moral manner or the city will order the work stopped until the employee or employees are removed (or the situation is corrected).

6. Preservation of Monuments and Artifacts.

- a. Monuments. The contractor shall not disturb or damage any land monument or property landmark until authorized by the director of public

works or his duly appointed representative.

- b. Artifacts. The contractor shall be responsible for the preservation of all artifacts, fossils, and other items of archaeological or geological significance discovered within the right-of-way during his operations, and shall handle such items as follows:

When remains of prehistoric sites or artifacts of historical or archaeological significance are encountered, the excavation operations shall be temporarily discontinued. The director of public works or his duly appointed representative will determine the disposition of such sites or artifacts. When directed by the director of public works or his duly appointed representative, the contractor shall excavate the site in such manner as to preserve the artifacts encountered.

7. Protection of Streams, Lakes, Ponds, and Reservoirs. The contractor shall take sufficient precautions to prevent pollution of streams, lakes, ponds, sinkholes and reservoirs, with fuels, oils, bitumens, calcium chloride, or other harmful materials. The contractor shall schedule and conduct his operations so as to avoid or minimize siltation of streams, lakes, ponds, sinkholes, and reservoirs. In areas particularly subject to erosion, the contractor shall, subject to the approval of the engineer, conduct his operations in such manner to reduce exposure of the uncompleted portions of the project to the shortest time practicable.

8. Responsibility for Claims for Damage. The contractor shall indemnify and save harmless the city, its officers, agents and employees from all claims or suits made or brought for injury to persons or property caused by the contractor's negligence or his failure to perform the work in accordance with the plans and specifications. The city may retain from any payment due or to become due the contractor such sums as are deemed necessary to protect the city's interests until all such claims or suits have been settled or disposed of and suitable evidence to that effect furnished to the city.

In the event that a citizen makes a claim against the contractor or subcontractor, then the contractor shall do the following:

- a. Investigate a claim within a reasonable period of time when notified by a citizen or the city of Branson.
- b. Within 5 days after completing the investigation, the contractor shall notify in writing the person making the claim that the contractor is approving or denying the claim or a part thereof. The city shall receive a copy of the written notification.
- c. Assure that claims shall not be denied for frivolous reasons.

In the event the city of Branson determines after notification by a citizen that the contractor has failed to comply with the above provisions and after notifying the contractor and determining that the contractor has failed to comply with the above provisions, the city of Branson may, in its discretion, withhold payment to the contractor until the provisions set forth

above are complied with.

9. Use of Explosives. Explosives shall not be used in the prosecution of the construction work.

10. Contractor's Responsibility for Work. Until the city accepts the work, it shall be in the custody and under the charge and care of the contractor. The contractor shall rebuild, repair, restore, or make good, at his expense, any lost or stolen city-owned material, and all injuries or damages to any portion of the work before its completion and acceptance, caused by the action of the elements or from any other reason. Issuance of a pay estimate on any part of the work done will not be considered as final acceptance of any work completed up to that time. The city may, in its discretion, make such adjustment as it considers being proper for damage to the work due to unforeseeable causes beyond the control of the contractor, and without fault or negligence on the part of the contractor.

11. Contractor's Responsibility for Subcontractors. The contractor shall be as fully responsible to the city for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to the work, to bind all subcontractors to contractor by all the terms set forth in the contract with the city insofar as applicable to the work of subcontractors, and to give contractor the same power regarding termination of any subcontract as the city may exercise over contractor under any provision of the contract or contract documents. Nothing contained in the contract shall create any contractual relation between any subcontractor and the city or between any subcontractors.

12. Contractor's and/or Subcontractors' Insurance. The contractor and/or the subcontractor responsible to the general contractor, shall furnish evidence of insurance to the city of Branson by means of a certificate properly executed by a qualified agent or representative of the insurance company for the following types of coverage: (The insurance policy must be furnished to the city prior to approval of the contract for the coverage required under paragraph e). The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below: Such policies shall name the City as an additional named insured as follows:

As of April 10, 2018, the minimum coverage for all insurance referred to herein shall be as set below:

- a. Worker's Compensation: Statutory coverage per R.S.Mo.287.010etseq Employer's Liability: \$1,000,000.00.
- 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) 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.
- c. Automobile Liability Insurance: Covering Bodily Injury and Property Damage for owned, non-owned and hired vehicles with limits of One Million Dollars (\$1,000,000) per occurrence for personal injuries (including death) and property damage. The City of Branson must be as additional insured.

d. Subcontracts: In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required by the City of Branson as listed above. Contractor shall require any and all subcontractors with who it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks.

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

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

f. The Contractor shall furnish the City, prior to approval of the contract, the policy as specified in this section and satisfactory proof of carriage of all the insurance required by this contract. NOTE: It is the sole responsibility of the Contractor to furnish current insurance certificates if expiration dates do not coincide with the beginning and ending dates of this contract. Current insurance certificates are also required for any

additional renewal periods covered by this contract. Any failure to maintain insurance coverage shall not relieve any contractual responsibility or obligation or liability under the contract documents. Renewal certificates for this contract must be faxed to the City of Branson Compliance Officer, 110 W. Maddux, Branson, MO 65616.

- g. The contractor agrees to defend, indemnify, and save the city harmless from and against all claims, suits and actions of every description, brought against the city and from all damage and costs by reason or on account of any injuries or damages received or sustained by any person or persons, or their property, by contractor, its servants, agents or subcontractors in the construction of said work, or by any negligence or carelessness in the performance of same, or on account of any act or omission if contractor, its servants, agents, or subcontractors, or arising out of the award of this contract to contractor.
- h. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo. (Supp 1995) is broadened or increased during the term of this contract by legislative or judicial action, the City may require Contractor, upon ten (10) days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. The sovereign immunity limits for Missouri public entities is calculated by the Missouri Department of Insurance as of January 1st each calendar year and published annually in the Missouri Register pursuant to Section 537.610 RSMo. (see <http://www.insurance.mo.gov/industry/sovimunity.htm>). Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.
 - i. Unless otherwise specifically indicated in the contract documents, no deductibles will be permitted with respect to any of the above-described policies.

Contractor shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the contract documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the contract documents, all Work at the site shall be performed during regular working hours, and contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without director of public works written consent given after prior written notice to director of public works.

13. Protection of Traffic Signs. The contractor shall notify the traffic engineer 24

hours in advance before moving or removing any traffic sign. Any traffic sign the traffic engineer allows to be removed and not immediately re-erected shall be stored by the contractors and maintained in the sign's original condition. Any sign or post damaged by the contractor shall be replaced immediately by the contractor.

G. PROSECUTION AND PROGRESS

1. Time for Completion. The time for completion of the work is specified and is an essential part of the contract. The beginning of the time for completion of the work will be based upon the date established in the "Notice to Proceed." Time for completion will be expressed in calendar days or by a specific date. This time for completion has taken into account the normal number of days expected for inclement weather. Time for completion of the work shall include time necessary for the contractor to complete "punch list" items determined in the final review prior to final payment. The contractor will not be entitled for any extension of time due to unsuitable weather conditions.

2. Extension of Time. The director of public works or his duly appointed representative may make allowance for time lost due to causes that, in his opinion, justifies an extension of time. If the contractor claims an extension of contract time on the grounds that he is unable to work due to causes beyond his control, written notice of intention to claim an extension of contract time on the above grounds shall be filed with the director of public works at the time the cause or causes occur. The claim shall be filed in writing within 30 calendar days after the claimed cause for the delay has ceased to exist and shall include a statement of the reasons for the delay, proof to establish the claim, and a statement of the number of days the contractor was delayed.

3. Continuous and Diligent Operation. All work shall progress in a continuous and diligent manner. Random scheduling of operations by the contractor will not be tolerated. The director of public works has final authority to determine if the contractor is progressing in a prudent manner and at his discretion can require the contractor to proceed with construction.

4. Lines and Grades All work shall be done to the lines, grades, and elevations indicated on the drawings.

5. Relocation of Utilities Any necessary relocations or adjustments to water or sanitary sewer facilities shall be made by the contractor. This shall include trunk or interceptor sewer lines and appurtenances as well as house laterals and all water distribution mains. Any adjustment or removal and replacement, which may be required in order to carry out the normal prosecution of the work, shall ensure that the sewer or water facility will be left in as good or better condition than existed at the initiation of this project.

Any adjustment or removal and replacement called for under this provision will not be recognized as a basis of claim by the contractor for additional compensation unless such items are set forth in the schedule of the proposal as bid items. In general, the moving of other utilities, where in conflict with the improvement, will be done by the respective controlling utility at its own expense and at no cost to the contractor. The work by these utilities may be completed

before the contractor progresses to the points affected. Under some circumstances, however, the work of the utilities may have to be performed during the contractor's construction. It shall be the responsibility of the contractor to coordinate his work with that of the utility so as to cause the least possible delay in the work. No utility, public or private, shall be moved to accommodate the contractor's equipment or his method of operation when such utility does not interfere with the improvement under construction or to be constructed unless all costs of such removal and replacement, when permitted, will be paid for by the contractor.

Where utilities are affected by other City Ordinances, codes, or requirements, such ordinances, codes, or requirements shall be recognized and followed.

6. Temporary Suspension of Work. The director of public works has authority to suspend work wholly or in part for such period or periods as he may deem necessary due to the failure of the contractor to correct conditions unsafe for the workmen or general public; when weather or other conditions are such that in the judgment of the director of public works the work may be done at a later time with advantage to the city; for failure to carry out orders; for conditions considered unsuitable for the prosecution of the work; for failure on the part of the contractor to comply with any of the provisions of the contract; or for any other condition or reason deemed to be in the public interest. Should it become necessary to stop work for an indefinite period, the contractor shall store all materials in a manner that will protect them from damage and will not unnecessarily obstruct traffic; shall take every precaution to prevent damage to or deterioration of the work performed; and shall provide suitable drainage of the roadway by opening ditches, shoulder drains, etc.; and by erecting temporary structures where necessary. The contractor may suspend work for reasonable cause upon the written approval of the engineer. Liquidated damages shall not accrue during the period in which work is suspended by approval of the engineer unless such suspension is due to the failure of the contractor to comply with the provisions of the contract. If work has been discontinued, the contractor shall notify the director of public works in writing at least 48 hours before resuming operations.

7. Termination. The city reserves the right to terminate the contract by giving at least five (5) days' prior written notice to the contractor, without prejudice to any other rights or remedies of the city should the contractor be adjudged a bankrupt, or if contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for contractor or for any of its property, or if contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the city or fail to observe or perform any provisions of the contract.

8. City's Right to Proceed. In the event the contract is terminated pursuant to Paragraph G-7, then the city may take over the work and prosecute the same to completion, by contract or otherwise, and contractor and its sureties shall be liable to the city for any costs over the amount of the contract thereby occasioned by the city. In any such case the city may take possession of and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the city under any other provisions of the

contract, city ordinances, and state and federal laws.

9. Cleanup. It is intended that cleanup shall follow closely after and at the same rate as construction. Contractor shall commence cleanup operations within fifteen (15) calendar days after beginning work on the project, unless otherwise directed by the director of public works. If, in the opinion of the director of public works, a hazardous, unsafe, or nuisance condition exists, the director of public works may order cleanup operations to commence immediately. At the completion of the work, the contractor shall clean any street right-of-way or other area occupied by him in connection with the work of all rubbish, excess materials, temporary structures, barricades, equipment or other such object. All parts of the work shall be left in a neat and presentable condition, ready for use. Payment for final cleaning up will be considered as included in the price bid for the various other items of work and no additional payment will be made.

10. Liquidated Damages for Failure or Delay in Completing Work on Time. The director of public works may, at his discretion, deduct an amount set out in the bid form for each and every calendar day contractor fails or refuses to prosecute the work, or any separable part thereof, with such diligence as will insure the completion by the time above specified, or any extension thereof, or fails to complete the work by such time, providing that the city does not terminate the right of contractor to proceed. The contractor agrees that such stipulated damages are a reasonable measure of the city's damages for delay and are not intended as a penalty, and contractor agrees to be stopped from asserting any argument of position to the contrary. The director of public works is authorized to deduct such liquidated damages from any amount otherwise due under this contract.

11. Progress Schedule. At the preconstruction meeting the contractor shall submit to the director of public works a progress schedule showing the proposed sequence of work, and how the contractor proposes to complete all of the pay items within the time specified. No work may begin without this schedule being approved.

H. MEASUREMENT AND PAYMENT

1. Basis for Payment. Contractor will be paid for items actually constructed at the unit price bid for each item listed in the schedule of the proposal or for such extra work as may be authorized and approved by the director of public works. The cost of incidental work not listed in the schedule of the proposal but necessary for the completion of the project will be considered as included in the price bid for the various other items of work.

2. Extra Work. Extra work performed in accordance with the requirements and provisions of this Chapter will be paid for at the unit prices, lump sum or as per the force account procedure stipulated in the order authorizing the work.

3. Acceptance and Final Payment. Final payment will not be made to the contractor until the project is inspected and accepted by the director of public works and all requirements of the contract documents are found to have been carried out.

SCOPE OF WORK

1. Purpose: The City of Branson is requesting bids from qualified contractors for the materials and labor to crack seal apply forty-two thousand (42,000) square yards of non-coal tar sealcoat and repainting of existing pavement markings. Pavement marking consists of only the parking stall parking. Any curb painting and the ADA symbol are not included in the striping. Work area includes all drive lanes and parking areas (See attached map) at Ball Parks of America L.L.C., located at 1000 Pat Nash Drive Branson Missouri, 65616. Materials and duties are shown in the following general requirements.
2. General Requirements / Specifications:
 - 2.1 Preparation. Paved surfaces on which the non-coal tar emulsified asphalt sealcoat is to be placed shall be swept and/or blown clean and dry, and be free of loose foreign materials and removal of any existing striping (if needed) before placing the seal coat. Crack sealing for cracks of 3/16 of an inch and larger shall be thoroughly clean and dry immediately prior to product installation. After debris removal, and just prior to product installation, final cleaning shall use high pressure 90 psi (620kpa) minimum, dry, oil free compressed air and heat lance to remove any remaining dust. Both sides of the crack or joint shall be cleaned. Contractor shall be responsible for all measurements of products. Grease, oil, gas spots and stains shall be pre-treated.
 - 2.2 Hot applied crack sealant. Crafcoc hot applied type 2 parking lot sealant or approved equal should be used. Material shall be applied using a heated applicator that is capable of keeping material at a constant temperature at or above 400° F and not to exceed 525° F. Pavement temperatures must exceed 40 °F before installation can be done. Crack or joint widths should not exceed 1.50 inches.
 - 2.3 Emulsified Asphalt Sealcoat. The non-coal tar sealcoat shall consist of a mixture of emulsified asphalt, mineral aggregate, additives and water properly proportioned, mixed and uniformly spread over the surface areas to be treated. The mixture shall contain no asbestos. The cured sealcoat shall have a homogeneous appearance, adhere firmly to the surface and provide a skid resistant texture. The sealcoat product shall meet ASTM D-2939-98 standards or equivalent.
 - 2.4 Placing the sealcoat. Mixing and spreading equipment shall conform to manufacturer's requirements. Application rate should be no less than .20 gallons of emulsion asphalt sealant on (1) square yard. Sealer shall be applied in one single coat. All work shall be performed only when the surface and ambient air temperatures is at least 50 degrees F and rising. Ideally, the surface temperature should not drop below 50 degrees in a 24-hour period following application. The mix shall be spread in a manner to fill cracks and achieve a uniform skid-resistant surface.

A mixing machine equipped with a fines feeder, mixer, water pressure system and fog type sprayer and the ability to control the application rate is required. The sealcoat application shall be applied by either pressurized spray application equipment or self-propelled

squeegee equipment. Pressurized spray equipment shall be capable of spraying pavement sealer with sand (or other mineral aggregate) added. Equipment shall have continuous agitation or mixing capabilities to maintain a homogeneous consistency throughout the application process.

3. Method of Measurement

- 3.1 Contractor is responsible for field verifying all measurements prior to submission of bid.
- 3.2 The City agrees to pay contractor in accordance with the rates set forth on the bid form. Payments will be paid by the City based upon an itemized statement of services furnished by the contractor and subject to approval by the requesting department that the contractor fully performed the work satisfactorily. Upon completion and acceptance of work performed in accordance with the specifications, and upon presentation of invoices showing quantity of emulsified asphalt sealcoat applied, crack sealant material and all pavement markings, payment shall become due and payable. Payment shall constitute full compensation for materials, transportation, labor, tools, equipment, and incidentals necessary to complete the work in full accordance with the specifications.

4. Pavement Markings

- 4.1 Contractor shall provide all labor, equipment and materials to complete the marking process. Contractor shall use a yellow high build traffic marking paint. Paint shall conform to the current VOC regulations and to the requirements of the federal Specification TT-P-1952F Type III.
- 4.2 Surfaces must be clean, dry and in sound condition. The removal of all oil, dust, grease, dirt and other foreign material to ensure adequate adhesion shall be done prior to installation of the seal coat emulsion. It is the contractor's responsibility for the removal of all debris produced by the cleaning of pavement and it shall be hauled off site.
- 4.3 Paint will not be applied when the current conditions are present:
- a. Air temperatures are below 50 degrees Fahrenheit.
 - b. When the relative humidity exceeds 85%, or
 - c. When the air temperature falls below the dew point.
- 4.4 It shall be the contractor's responsibility to put the pavement markings back to the existing layout, or as directed by a representative, if different. This includes all ADA parking spaces and cross hatching, but excludes the handicap symbol. Parking spacing shall be in accordance with the 2010 standards (See attached Map showing the Handicap spaces and locations).

5. Warranty

Contractor shall provide a one (1) year warranty performance of the coating against flaking, chipping, loss of adhesion and premature wear.

6. All work is to be performed by uniformed employees.
7. The City agrees to pay contractor in accordance with the rates set forth on the bid form. Payments will be paid by the City based upon an itemized statement of services furnished by the contractor and subject to approval by the requesting department that the contractor fully performed the work satisfactorily.



Ball Parks Of America



Ball Parks Of America

VAN SADA

VAN SADA



Ball Parks Striping





1 inch = 200 feet



**AREA OF PAVED SURFACE
AT BALL PARKS
350,700 sq ft
8.05 acres**

GRETNAR RD

ROSALEE ST



LOCATION MAP

600 300 0 600 Feet



Disclaimer: All information included on this map or digital file is provided "as-is" for general informational purposes only. The City of Branson, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Branson, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 26

Section 110
TANEY COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by _____

Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 8, 2019**

Last Date Objections May Be Filed: **April 8, 2019**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
TANEY County

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Asbestos Worker		\$16.76*
Boilermaker		\$16.76*
Bricklayer		\$16.76*
Carpenter		\$43.53
Lather		
Linoleum Layer		
Millwright		
Pile Driver		
Cement Mason		\$16.76*
Plasterer		
Communications Technician		\$16.76*
Electrician (Inside Wireman)		\$35.87
Electrician Outside Lineman		\$16.76*
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Elevator Constructor		\$16.76*
Glazier		\$16.76*
Ironworker		\$58.81
Laborer		\$35.05
General Laborer		
First Semi-Skilled		
Second Semi-Skilled		
Mason		\$16.76*
Marble Mason		
Marble Finisher		
Terrazzo Worker		
Terrazzo Finisher		
Tile Setter		
Tile Finisher		
Operating Engineer		\$16.76*
Group I		
Group II		
Group III		
Group III-A		
Group IV		
Group V		
Painter		\$16.76*
Plumber		\$46.22
Pipe Fitter		
Roofer		\$16.76*
Sheet Metal Worker		\$16.76*
Sprinkler Fitter		\$16.76*
Truck Driver		\$16.76*
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

Heavy Construction Rates for
TANEY County

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Carpenter		\$45.64
Millwright		
Pile Driver		
Electrician (Outside Lineman)		\$16.76*
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Laborer		\$38.48
General Laborer		
Skilled Laborer		
Operating Engineer		\$44.45
Group I		
Group II		
Group III		
Group IV		
Truck Driver		\$16.76*
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING A SECOND AMENDMENT TO THE CONTRACT WITH STONERIDGE CARPET, INC. D/B/A STONERIDGE FLOORING DESIGN PERTAINING TO CARPET REPLACEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: PUBLIC WORKS

FIRST READING: MAY 12, 2020

FINAL READING: MAY 26, 2020

EXECUTIVE SUMMARY:

- Bids were received on October 2, 2019 for the removal and replacement of carpeting in the lobby of the 2nd floor and the 2nd and 3rd floor public landings.
- A contract accepting the bid of Stoneridge Flooring Design was executed on November 12, 2019 for a not to exceed amount of \$21,012.46 with an ending date of December 31, 2019.
- A contract amendment for a time extension through June 1, 2020 was approved by council on December 11, 2019.
- Due to the COVID-19 event and budget constraints, the Public Works Department is requesting a contract amendment for a time extension through December 1, 2020 for the removal and installation of carpet in the common areas on the 1st and 2nd floors of city hall.

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. 5817

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SECOND AMENDMENT TO THE CONTRACT WITH STONERIDGE CARPET, INC. D/B/A STONERIDGE FLOORING DESIGN PERTAINING TO CARPET REPLACEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson accepted the bid proposal of Stoneridge Flooring Design to provide removal and replacement of carpeting in the lobby of the 2nd floor and the 2nd and 3rd floor public landings with a completion date of December 31, 2019; and

WHEREAS, an amendment to the contract was approved by city council on December 10, 2019 for a six month time extension through June 1, 2020 for installation of the carpet; and

WHEREAS, due to the COVID-19 event, a second amended contract is needed for an additional time extension through December 1, 2020.

WHEREAS, the Board of Aldermen desires to amend the contract for carpet replacement.

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 Second Amendment to Stoneridge Carpet, Inc. d/b/a Stoneridge Flooring Design Contract pertaining to carpet replacement for a time extension through December 1, 2020 and authorizes the Mayor to execute the Amendment 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

Sub-Contract Number: _____

**SECOND AMENDMENT TO STONERIDGE CARPET, INC. D/B/A STONERIDGE FLOORING
DESIGN SERVICES CONTRACT**

Originally entered into between City of Branson and Stoneridge Carpet, Inc. d/b/a Stoneridge Flooring Design on the 12th day of November, 2019, reference Master Contract Number C2019-0245.
Amended on the 10th day of December, 2019, reference Sub-Contract Number C2019-0263.

This Amendment to the Stoneridge Carpet, Inc. d/b/a Stoneridge Flooring Design Services Contract (ORIGINAL CONTRACT) is entered into and made effective this ____ day of _____, 20__, by and between the City of Branson (the "City") and Stoneridge Carpet, Inc. d/b/a Stoneridge Flooring Design ("Service Provider"). All terms and conditions of the ORIGINAL CONTRACT shall have the same meaning, unless specifically defined herein.

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

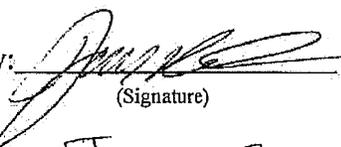
NOW THEREFORE, in consideration herein, the parties hereby agree as follows:

- 1) This Second Amendment shall be added to the ORIGINAL CONTRACT attached hereto as Exhibit "1" and the AMENDMENT attached hereto as Exhibit "2".
- 2) This Second Amendment will extend the completion date of the term of the AMENDMENT from June 1, 2020 to a new completion date of **December 1, 2020**.
- 3) Except as otherwise provided for in this Second Amendment, all of the other terms of the ORIGINAL CONTRACT remain unchanged and in full force and effect.

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

SERVICE PROVIDER

CITY OF BRANSON, MISSOURI

By:  28 APR 20
(Signature) Date

E. Edd Akers Date
Mayor

Name: James Brison
(Printed Name)

Title: Contractor sales

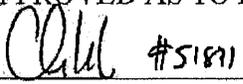
ATTEST:

Lisa K Westfall Date
City Clerk

Company Name: Stoneridge Flooring

Address: 562 Gretna Rd.
Branson Mo

Phone: 417-334-8687

APPROVED AS TO FORM:
 #51831 4/27/20
Chris Lebeck #51831 Date
City Attorney

E-Mail: James@stoneridgecarpets.com

Tax ID: 43-1681000

Master Contract Number: C2019-0245

SERVICES CONTRACT

THIS CONTRACT made and entered into this 12th day of November, 2019, by and between the City of Branson, Missouri (the "City") and **Stoneridge Carpet, Inc. d/b/a Stoneridge Flooring Design** ("Service Provider").

WITNESSETH:

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

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

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

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

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

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

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

5. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the work required hereunder shall be completed by **December 31, 2019**.

6. **Costs not to Exceed.** The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract which cannot be exceeded unless this contract is amended. The Service Provider providing work hereunder shall be required to keep track of the amount of work performed under this contract at all times; and any work, materials, supplies or expenses in excess of the fixed sum shall not be eligible for

payment. The Service Provider shall notify the City if Service Provider anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Service Provider shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing.

7. Payment.

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

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Twenty One Thousand Twelve Dollars And Forty Six Cents (\$21,012.46)**, 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. 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:

By: [Signature] 28 OCT 19
(Signature) Date

Name: James Brison
(Printed Name)

Title: Contractor Sales

Company Name: Stoneridge Flooring

Address: 562 Gretna Rd
Branson mo

Phone: 417-334-8687

E-Mail: James@stoneridgecarpets.com

Tax ID: 43-1681000

CITY OF BRANSON, MISSOURI

[Signature] 11/14/19
E. Edd Akers Date
Mayor

ATTEST:
[Signature] 11/14/19
Lisa K Westfall Date
City Clerk

APPROVED AS TO FORM:
[Signature] #51831 10/2/19
Chris Lebeck #51831 Date
City Attorney



Stoneridge Flooring Design
Attn: Leo Dixon
562 Gretna Rd.
Branson, MO 65616

SCOPE OF WORK

1. Purpose: Stoneridge Flooring agrees to provide the materials and labor to replace existing carpet in the public use areas of City Hall. Materials and duties are shown in the following general requirements.

General Requirements:

2. Essential Duties and Responsibilities:

- 2.1 Stoneridge Flooring shall be responsible for take up and disposal of existing carpet to be replaced. All work shall be performed in a professional manner.

- 2.2 Stoneridge Flooring shall be responsible for measurements.

- 2.3 Stoneridge Flooring will be required to do any floor preparation as a result of the removal of the carpet.

- 2.4 Area for replacement consists of the second and third floor public areas.

Carpet Specification

1. Brand: Aladdin Commercial Interactive Tile or approved equal
2. Style Name/Number: Take Shape/2B117
3. Color: Affiliate – b2117-589
4. Construction: Tufted
5. Surface Appearance: Patterned Loop
6. Gauge: 1/12" (47.00 rows per 10 cm)
7. Density: 5,538
8. Dye Method: 100% Solution Dyed
9. Fiber Type: Colorstrand® SD Nylon
10. Stain Release Technology: Mohawk Protection Plus Stain
11. Soil Release Technology: Mohawk Protection Plus Soil
12. Primary Backing: Non Woven Synthetic
13. Secondary Backing: UltraSet®
14. Recycled Content: Contains 39 % pre-consumer recycled content by total product weight
15. Indoor Air Quality: Green Label Plus Certified #1098
16. NSF 140: Gold
17. Size: 24"X24" (.6096 m X .6096 m)
18. Installation Method: Quarter Turn/Vertical Ashlar/Brick
Ashlar/Monolithic/Multi-directional

19. Flammability: ASTM E 648 Class 1 (Glue Down)
20. Smoke Density: ASTM E 662 Less than 450
21. Static Propensity: AATCC-134 Under 3.5 KV
22. Warranties:
 - a. Lifetime Limited Wear Warranty
 - b. Lifetime Static Protection Warranty
 - c. Lifetime Limited Edge Ravel, Zippering, Delamination and Dimensional Stability Warranty
 - d. Lifetime Limited Colorfastness to Light Warranty
 - e. 10 Year Limited Stain Resistance Warranty
 - f. 10 Year Limited Colorfastness to Atmospheric Contaminants

Carpet Tile Border Specification

1. Brand: Color Pop 24X24 Ecoflex Nxt or approved equal
 2. Color: Moroccan Tile - sep0009675
- 2.5 Work at City Hall for this installation is after 4:30 p.m. (Monday–Friday). Weekends are acceptable with prior coordination and approval.
 - 2.6 No equipment shall be left unattended. The City is not responsible in any way for Stoneridge Flooring’s equipment.
 - 2.7 Stoneridge Flooring and employees shall observe modern safety practices for these activities. The City is in no way responsible for Stoneridge Flooring or employee safety.
 - 2.8 Stoneridge Flooring shall be liable for any incidents related to removal and installation of carpet.
 - 2.9 Care shall be taken to be professional in appearance, work ethic and contact with the public.
 - 2.10 Any difficulties shall be reported to the Building Maintenance Supervisor immediately.
 - 2.11 Contracts will be administered by the Building Maintenance Supervisor. The Building Maintenance Supervisor has the right to reject any work or portion of work. Corrective action must immediately be taken.
 - 2.12 Contracts can be revoked for poor workmanship, lack of keeping schedules or any other valid reason at any time.
 - 2.13 Any debris shall be removed and disposed of properly at all times during this project.

3. Invoicing:

- 3.1 The city agrees to pay Stoneridge Flooring in accordance with the rates set forth on the pricing page. Payments will be paid by the City based upon an itemized statement of services furnished by Stoneridge Flooring and subject to approval by the requesting department that Stoneridge Flooring fully performed the work satisfactorily.

4. Subcontracting:

- 4.1 Stoneridge Flooring must function as the single point of responsibility for the City, regardless of any subcontractor arrangements for all services provided. Stoneridge Flooring 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 prior approval of the City.

PRICING PAGE

Stoneridge Flooring provided pricing information as specified below to provide materials and labor to remove existing city hall carpet on the second and third floor areas of city hall and install carpet tiles and carpet tile border in accordance with the terms and conditions of the contract.

	Quantity	Unit of Measure	Price per Sq. Ft.	Total
MATERIALS				
Carpet Tiles	3,600	Sq. Ft.	\$ 2.35	\$ 8,460.00
Adhesive Mohawk	6	Gallons	\$ 156.16	\$ 936.96
Carpet Tile Border	1,440	Sq. Ft.	\$ 3.65	\$ 5,256.00
			SUBTOTAL	\$ 14,652.96

	Quantity	Unit of Measure	Price per Sq. Ft.	Total
LABOR				
Carpet Tile Installation	3,600	Sq. Ft.	\$ 0.80	\$ 2,880.00
Take Up Carpet & Dispose /Glue Down	4,750	Sq. Ft.	\$ 0.29	\$1,377.50
Take Up Adhesive	4,750	Sq. Ft.	\$ 0.20	\$ 950.00
Carpet Tile Border Install	1,440	Sq. Ft.	\$ 0.80	\$1,152.00
			SUBTOTAL	\$ 6,359.50

TOTAL MATERIALS & LABOR \$ 21,012.46

Sub-Contract Number: C2019-0263

AMENDMENT TO STONERIDGE CARPET, INC. D/B/A STONERIDGE FLOORING DESIGN SERVICES CONTRACT

Originally entered into between City of Branson and Stoneridge Carpet, Inc. d/b/a Stoneridge Flooring Design on the 12th day of November, 2019, reference Master Contract Number C2019-0245.

This Amendment to the Stoneridge Carpet, Inc. d/b/a Stoneridge Flooring Design Services Contract (ORIGINAL CONTRACT) is entered into and made effective this 10th day of December, 2019, by and between the City of Branson (the "City") and Stoneridge Carpet, Inc. d/b/a Stoneridge Flooring Design ("Service Provider"). All terms and conditions of the ORIGINAL CONTRACT shall have the same meaning, unless specifically defined herein.

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

NOW THEREFORE, in consideration herein, the parties hereby agree as follows:

- 1) This Amendment shall be added to the ORIGINAL CONTRACT attached hereto as Exhibit "1".
- 2) This Amendment will extend the completion date of the term of the ORIGINAL CONTRACT from December 31, 2019 to a new completion date of **June 1, 2020**.
- 3) Except as otherwise provided for in this Amendment, all of the other terms of the ORIGINAL CONTRACT remain unchanged and in full force and effect.

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

SERVICE PROVIDER

CITY OF BRANSON, MISSOURI

By: [Signature] 2-DEC 19
(Signature) Date

[Signature] 12/11/19
E. Edd Akers Date
Mayor

Name: James Brison
(Printed Name)

Title: Contractor Sales

Company Name: Stoneridge Flooring

Address: 562 Gretna RD.

Branson MO.

Phone: 417-334-8687

E-Mail: James@stoneridgecarpets.com

Tax ID: 43-1681000

ATTEST:
[Signature]
Lisa K. Westfall
City Clerk



APPROVED AS TO FORM:

[Signature] #51831 11/25/19
Chris Lebeck #51831 Date
City Attorney

Master Contract Number: C2019-0245

SERVICES CONTRACT

THIS CONTRACT made and entered into this 12th day of November, 2019, by and between the City of Branson, Missouri (the "City") and **Stoneridge Carpet, Inc. d/b/a Stoneridge Flooring Design** ("Service Provider").

WITNESSETH:

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

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

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

1. **Scope Of Work.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities hereinafter set forth in **Exhibit A**.
2. **Addition to Work.** The City and the Service Provider may amend the scope of work set forth in **Exhibit A**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7B of this contract. Any amendments shall be in written form and prepared and approved by the appointed City Officials and countersigned by the Service Provider.
3. **Exchange of Data.** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.
4. **Payment for Labor and Materials.** The Service Provider agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Service Provider. All of the work required hereunder will be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.
5. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the work required hereunder shall be completed by **December 31, 2019**.
6. **Costs not to Exceed.** The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract which cannot be exceeded unless this contract is amended. The Service Provider providing work hereunder shall be required to keep track of the amount of work performed under this contract at all times; and any work, materials, supplies or expenses in excess of the fixed sum shall not be eligible for

payment. The Service Provider shall notify the City if Service Provider anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Service Provider shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing.

7. **Payment.**

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

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Twenty One Thousand Twelve Dollars And Forty Six Cents (\$21,012.46), 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. 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: [Signature] 28 OCT 19
(Signature) Date

[Signature] 11/14/19
E. Edd Akers Date
Mayor

Name: James Brison
(Printed Name)

ATTEST:
[Signature] 11/14/19
Lisa K Westfall Date
City Clerk

Title: Contractor Sales

Company Name: Stoneridge Flooring

Address: 562 Bretna Rd
Branson mo

Phone: 417-334-8687

E-Mail: James@stoneridgecarpets.com

Tax ID: 43-1681000

APPROVED AS TO FORM:
[Signature] #51831 10/8/19
Chris Lebeck #51831 Date
City Attorney



Stoneridge Flooring Design
Attn: Leo Dixon
562 Gretna Rd.
Branson, MO 65616

SCOPE OF WORK

1. Purpose: Stoneridge Flooring agrees to provide the materials and labor to replace existing carpet in the public use areas of City Hall. Materials and duties are shown in the following general requirements.

General Requirements:

2. Essential Duties and Responsibilities:
 - 2.1 Stoneridge Flooring shall be responsible for take up and disposal of existing carpet to be replaced. All work shall be performed in a professional manner.
 - 2.2 Stoneridge Flooring shall be responsible for measurements.
 - 2.3 Stoneridge Flooring will be required to do any floor preparation as a result of the removal of the carpet.
 - 2.4 Area for replacement consists of the second and third floor public areas.
Carpet Specification
 1. Brand: Aladdin Commercial Interactive Tile or approved equal
 2. Style Name/Number: Take Shape/2B117
 3. Color: Affiliate – b2117-589
 4. Construction: Tufted
 5. Surface Appearance: Patterned Loop
 6. Gauge: 1/12" (47.00 rows per 10 cm)
 7. Density: 5,538
 8. Dye Method: 100% Solution Dyed
 9. Fiber Type: Colorstrand® SD Nylon
 10. Stain Release Technology: Mohawk Protection Plus Stain
 11. Soil Release Technology: Mohawk Protection Plus Soil
 12. Primary Backing: Non Woven Synthetic
 13. Secondary Backing: UltraSet®
 14. Recycled Content: Contains 39 % pre-consumer recycled content by total product weight
 15. Indoor Air Quality: Green Label Plus Certified #1098
 16. NSF 140: Gold
 17. Size: 24"X24" (.6096 m X .6096 m)
 18. Installation Method: Quarter Turn/Vertical Ashlar/Brick Ashlar/Monolithic/Multi-directional

19. Flammability: ASTM E 648 Class 1 (Glue Down)
20. Smoke Density: ASTM E 662 Less than 450
21. Static Propensity: AATCC-134 Under 3.5 KV
22. Warranties:
 - a. Lifetime Limited Wear Warranty
 - b. Lifetime Static Protection Warranty
 - c. Lifetime Limited Edge Ravel, Zippering, Delamination and Dimensional Stability Warranty
 - d. Lifetime Limited Colorfastness to Light Warranty
 - e. 10 Year Limited Stain Resistance Warranty
 - f. 10 Year Limited Colorfastness to Atmospheric Contaminants

Carpet Tile Border Specification

1. Brand: Color Pop 24X24 Ecoflex Nxt or approved equal
 2. Color: Moroccan Tile - sep0009675
- 2.5 Work at City Hall for this installation is after 4:30 p.m. (Monday–Friday). Weekends are acceptable with prior coordination and approval.
 - 2.6 No equipment shall be left unattended. The City is not responsible in any way for Stoneridge Flooring’s equipment.
 - 2.7 Stoneridge Flooring and employees shall observe modern safety practices for these activities. The City is in no way responsible for Stoneridge Flooring or employee safety.
 - 2.8 Stoneridge Flooring shall be liable for any incidents related to removal and installation of carpet.
 - 2.9 Care shall be taken to be professional in appearance, work ethic and contact with the public.
 - 2.10 Any difficulties shall be reported to the Building Maintenance Supervisor immediately.
 - 2.11 Contracts will be administered by the Building Maintenance Supervisor. The Building Maintenance Supervisor has the right to reject any work or portion of work. Corrective action must immediately be taken.
 - 2.12 Contracts can be revoked for poor workmanship, lack of keeping schedules or any other valid reason at any time.
 - 2.13 Any debris shall be removed and disposed of properly at all times during this project.

3. Invoicing:

- 3.1 The city agrees to pay Stoneridge Flooring in accordance with the rates set forth on the pricing page. Payments will be paid by the City based upon an itemized statement of services furnished by Stoneridge Flooring and subject to approval by the requesting department that Stoneridge Flooring fully performed the work satisfactorily.

4. Subcontracting:

- 4.1 Stoneridge Flooring must function as the single point of responsibility for the City, regardless of any subcontractor arrangements for all services provided. Stoneridge Flooring 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 prior approval of the City.

PRICING PAGE

Stoneridge Flooring provided pricing information as specified below to provide materials and labor to remove existing city hall carpet on the second and third floor areas of city hall and install carpet tiles and carpet tile border in accordance with the terms and conditions of the contract.

	Quantity	Unit of Measure	Price per Sq. Ft.	Total
MATERIALS				
Carpet Tiles	3,600	Sq. Ft.	\$ 2.35	\$ 8,460.00
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	Quantity	Unit of Measure	Price per Sq. Ft.	Total
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			SUBTOTAL	\$ 6,359.50

TOTAL MATERIALS & LABOR \$ 21,012.46



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING THE SALE OF REAL ESTATE TO RODRIGUEZ REAL ESTATE INVESTMENT LLC AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: LEGAL DEPARTMENT

FIRST READING: MAY 12, 2020

FINAL READING: MAY 12, 2020

EXECUTIVE SUMMARY:

- The City of Branson was approached late last year by the owners of Botanas Mexican Restaurant about purchasing a piece of property they currently lease under a ground lease with the City.
- The property is shown in attached Exhibit 2 and consists of approximately 25,144 square feet.
- An independent appraisal was done of the property and it has been valued at \$88,000.
- The owners wish to purchase the property as they wish to make capital improvements to their kitchen and the parking lot.
- Staff is requesting a double read on this item.

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-3: Infill & Redevelopment. Future growth will focus on infill development and revitalization before growing outward in order to maximize the use of existing infrastructure and efficiently utilize the land resources.

ED-3: Development Incentives. The City will offer and be receptive to a variety of development incentives that encourage desired growth but that do not put the City, or other community entities at financial risk.

ATTACHED EXHIBITS:

Exhibit "1" – Map of Property

Exhibit "1" - Map of Property



1 inch = 100 feet



25,144 SQ FT MA

PATNASH DR

TO COUNTRY BLVD

Disclaimer: All information included on this map or digital files provided "as-is" for general information purposes only. The City of Benson, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Benson, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

BILL NO. 5818

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE SALE OF REAL ESTATE TO RODRIGUEZ REAL ESTATE INVESTMENT LLC AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson owns property consisting of approximately 120 acres, known as the Old Branson Airport; and

WHEREAS, the City of Branson currently leases approximately 25,144 square feet of that property at the intersection of Highway 76 and Pat Nash Drive to Froylan Ramirez and Laura Rodriguez where they operate a successful restaurant; and

WHEREAS, said property currently serves as part of the parking lot and kitchen of their restaurant;

WHEREAS, the Lessee wishes to make capital improvements to their restaurant; and

WHEREAS, the Board of Aldermen wishes to see continued success on this property and further development in a manner that contributes to the overall economic activity and success of the area; and

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 Real Estate Sale between the City of Branson and Rodriguez Real Estate Investment Buyer, LLC and authorizes the Mayor to execute the contract in the form attached as Exhibit "1" and any supporting or additional agreements to complete the sale.

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

CONTRACT

REAL ESTATE SALE

1. THIS CONTRACT is made this 16 day of April 2020 by and between the City of Branson, Seller, and Rodriguez Real Estate Investment LLC., Buyer.

2. WITNESSETH: Seller hereby sells to Buyer the following described real estate, together with all improvements thereon, Branson, Taney County, State of Missouri, to wit:

A tract of land situated in the Southeast 1/4 of the Southwest 1/4 of Section 35, Township 23 North, Range 22 West in the City of Branson, Taney County, Missouri that is more particularly described as follows: Beginning at the Northwest Corner of the Southwest 1/4 of the Southwest 1/4 of said Section 35; thence South 88° 01' 00" East, 2,329 feet; thence South 01° 10' 00" West, a 617 feet to the New Point of Beginning; thence North 80° 00' 00" East, 115 feet; thence South 01° 10' 00" West, 90 feet; thence South 25° 00' 00" East, 60 feet; thence South 35° 00' 00" West, 40 feet; thence South 55° 00' 00" West, 45 feet; thence South 62° 20' 00" West, 100 feet; thence North 02° 53' 15" East, 229.7 feet to the New Point of Beginning containing 25,144 square feet more or less.

(All the foregoing is referred to herein collectively as the "Property.")

3. Subject, however, to zoning laws and to recorded restrictions, easements, which do not unreasonably interfere with Buyer's intended use of the Property.

4. The purchase price is EIGHTY EIGHT THOUSAND DOLLARS (\$88,000.00) which Buyer agrees to pay as follows: ONE THOUSAND DOLLARS (\$1000.00) at the signing of this Contract, the receipt whereof is hereby acknowledged by Seller and which is deposited with TANEY COUNTY TITLE AND ESCROW CO., as part of the consideration of the sale; the balance to be paid in the following manner: EIGHTY SEVEN THOUSAND DOLLARS (\$87,000.00) cash on delivery of deed as herein provided.

5. The closing date shall be June 2nd, 2020, or such other date as Seller and Buyer shall agree. Possession of the Property shall be delivered to Buyer at closing.

6. Seller shall pay all taxes, general and special, and all assessments, which are a lien on said property and can be paid at the date of this contract, except that all general state, county, school and municipal taxes (exclusive of rebates, penalties or interest) payable during the calendar year in which the deed is delivered shall be pro-rated between Seller and Buyer on the basis of the said calendar year, as of the date of delivery of the deed. If the amount of any such tax to be pro-rated cannot then be ascertained, pro-ration shall be computed on the amount thereof for the preceding year.

7. Seller shall furnish to Buyer, at Seller's cost, an Owner's Title Insurance Policy in the amount of the purchase price issued by a title company authorized to insure titles in the State of Missouri, insuring a merchantable fee simple title in Buyer as of the date of the recording of the deed. Seller shall deliver to Buyer a commitment to issue said policy within fifteen (15) days of the date hereof. Within twenty (20) days after delivery of said commitment, Buyer shall deliver to Seller written specification of any objections to the title. Upon receipt of such objections, Seller shall have thirty (30) days from the date of delivery to have such objections

corrected. Seller hereby covenants and agrees to use best efforts to correct any objections to title. In the event that such objections are not rectified within said thirty (30) day period, Buyer shall have the right to (a) declare this Contract null and void and recover any money deposited pursuant to paragraph 4 hereof, or (b) waive such objections, and accept such title as Seller is able to convey.

8. If Seller has a merchantable fee simple title to said property, Seller shall deliver to Buyer at the office of said Tri-Lakes Title and Escrow, Branson, Missouri, a General Warranty Deed, properly executed and conveying said property free and clear of all liens and encumbrances whatsoever, except as herein provided; Buyer shall then and there pay the balance, of said cash payment.

9. Buyer shall have the right to conduct, at Buyer's cost, within thirty (30) days of the date hereof, a survey of the Property made by a licensed surveyor. If said survey shall reveal any encroachments, encumbrances, or other title defects of any nature, not otherwise disclosed herein, Buyer shall have the option, by written notice to Seller within (10) days of the receipt by Buyer of the survey to terminate this contract, and the deposit shall be returned to Buyer.

10. Buyer shall not be liable for any broker's fees arising out of this transaction.

11. If Seller has kept his part of this contract, and Buyer fails to comply with the contract on his part as herein provided, within five (5) days thereafter, then this contract may or may not be operative thereafter, at the option of Seller, and, in the event Seller shall declare the contract inoperative, the deposit paid pursuant to paragraph 4 hereof shall be paid to Seller as liquidated damages. Time is of the essence of this contract.

12. Buyer has executed and delivered a copy of this contract this 14 day of April 2020. Unless Seller shall date and execute this contract and return a fully executed copy to Buyer, on or before the 1st day of May 2020 Buyer's execution



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING THE 2020-2021 PROPERTY/LIABILITY AND WORKERS' COMPENSATION INSURANCE COVERAGE AND PREMIUMS PAID TO CONNELL INSURANCE, INC. WITH PROPERTY/LIABILITY COVERAGE THROUGH TOKIO MARINE HCC (HCC), AND WORKERS' COMPENSATION COVERAGE THROUGH MISSOURI EMPLOYERS MUTUAL INSURANCE COMPANY (MEM) FOR THE CITY OF BRANSON AND AUTHORIZING THE MAYOR TO EXECUTE THE DOCUMENT RELATED THERETO.

INITIATED BY: HUMAN RESOURCES DEPARTMENT

FIRST READING: MAY 12, 2020

FINAL READING: MAY 26, 2020

EXECUTIVE SUMMARY:

- Tim Connell, of Connell Insurance, Inc., serving as the Municipal Insurance Broker for the City of Branson for the upcoming 2020-2021 insurance cycle, presented, by the City's request, the municipal insurance information through HCC for Property/Liability and MEM for Workers' Compensation.
- In 2019, HCC and MEMIC assured the City that it will have dedicated adjustors and agents, and will have a no-extra-cost nurse line with MEM that streamlines the workers' compensation claim process to ensure employees' claims are addressed quickly and with the least additional effort by the employee. The 2020-2021 reflect no rate increase to the City.
- The projected invoice totals are \$884,566 for the City's Property/Liability/Workers' Compensation Insurance and \$108,518 billed to and paid for by the Convention Center for its insurance coverage. This reflects a \$50,846 increase over 2019-2020. The City's costs are budgeted expenses.

Coverage	2019-2020	2020-2021	Increase
Property - City	358,316	365,482	7,166
Property - Convention Center	106,390	108,518	2,128
Earthquake	7,675	7,905	230
Cyber	10,546	19,752	9,206
Worker's Compensation	458,811	490,927	32,116
Risk Mitigation	500	500	0
Total	942,238	993,084	50,846

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: W – Workplace Objective. W3.1

ATTACHED EXHIBITS:

ITEM/SUBJECT: READING OF A BILL APPROVING THE 2020-2021 PROPERTY/LIABILITY AND WORKERS' COMPENSATION INSURANCE COVERAGE AND PREMIUMS PAID TO CONNELL INSURANCE, INC. WITH PROPERTY/LIABILITY COVERAGE THROUGH TOKIO MARINE HCC (HCC), AND WORKERS' COMPENSATION COVERAGE THROUGH MISSOURI EMPLOYERS MUTUAL INSURANCE COMPANY (MEM) FOR THE CITY OF BRANSON AND AUTHORIZING THE MAYOR TO EXECUTE THE DOCUMENT RELATED THERETO.

DETAILED ANALYSIS:

- Most of the increase is from the workers' compensation coverage, where the experience modifier jumped from 1.18 to 1.26 in the past year. However, Tim Connell negotiated with MEM to where the City did not experience the full impact of the jump in the modifier which saved the City thousands of dollars.
- As an important note: HCC pledges the insurance rates for property/liability will remain the same for three years; however premiums were adjusted based on the addition and subtraction of property and leased vehicles.

BILL NO. 5819

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE 2020-2021 PROPERTY/LIABILITY AND WORKERS' COMPENSATION INSURANCE COVERAGE AND PREMIUMS PAID TO CONNELL INSURANCE, INC. WITH PROPERTY/LIABILITY COVERAGE THROUGH TOKIO MARINE HCC (HCC), AND WORKERS' COMPENSATION COVERAGE THROUGH MISSOURI EMPLOYERS MUTUAL INSURANCE COMPANY (MEM) FOR THE CITY OF BRANSON AND AUTHORIZING THE MAYOR TO EXECUTE THE DOCUMENT RELATED THERETO.

WHEREAS, the City of Branson approved Connell Insurance, Inc. pertaining to brokerage services for property, liability and workers' compensation insurance for the City of Branson; and

WHEREAS, Connell Insurance, Inc. recommends Tokio Marine HCC for property and liability insurance coverage, and it recommends Missouri Employers Mutual Insurance Company for Worker's Compensation insurance coverage; and

WHEREAS, the Board of Aldermen desires to approve the 2020-2021 insurance premium for insurance coverage and protection by Tokio Marine HCC and Missouri Employers Mutual Insurance Company.

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 2020-2021 property, liability and workers' compensation insurance coverage and premiums paid to Connell Insurance, Inc. for coverages through Tokio Marine HCC and Missouri Employers Mutual Insurance Company for the City of Branson, hereto as Exhibit "A" and authorizes the Mayor to execute the documents related thereto.

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

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



4/15/2020

City of Branson
ATTN: Jan Fischer, Human Resources Director
110 W Maddux
Branson, MO 65616

Re: Engagement for Commercial Insurance with Connell Insurance, Inc.
(Property, Liability, Auto, and Workers Compensation)
7/1/2020 – 7/1/2021 Insurance Renewal

To Whom This May Concern,

Please see this as an authorization to engage coverage of insurance policies placed through Connell Insurance, Inc. on behalf of the City of Branson, for property, liability, auto, and workers' compensation coverages.

Renewal with the incumbent carriers, HCC for the package and MEM for workers' compensation, will be processed upon approval of the estimated renewal premiums. The following pages outline the coverage limits and deductibles for the various lines of business.

As with last year's policy, the Convention Center's property coverage premium is bundled with the City's coverages as a courtesy, and the Convention Center is expected to submit payment separately. HCC will once again bundle the property coverage in the City's package policy with the premium broken out for billing purposes.

In light of the current COVID-19 crisis and the financial burden associated with it, we have approached the carriers for payments options. Both HCC and MEM are offering quarterly or semi-annual payments in lieu of full pay.

Respectfully,



Tim Connell
President/Connell Insurance, Inc.



Tim Connell

Commercial Insurance Consultant
tconnell@connell.com
417.973.0811



Anita Ford

St. Commercial Account Manager
aford@connell.com
417.973.0829



Kathy Grady

Commercial Account Manager
kgrady@connell.com
417.973.0833



Becky Cummings

Claims
bcummings@connell.com
417.973.0820



Sarah Eiffert | PHR, SHRM-CP

Work Comp Claims
seiffert@connell.com
417.973.0877



Heather Lynch | MHRM, PHR, SHRM-CP

Human Resources Consultant
hlynch@connell.com
417.973.0809



Tim Lee | CEBS, SPHR

Benefits Compliance Advisor
tlee@connell.com
417.973.0847

Mailing Address
PO Box 1840
Branson, MO 65615

Branson Office
511 Bee Creek Rd.
Branson, MO 65616

Springfield Office
909 E Republic Rd.
Suite C200
Springfield, MO 65807

Joplin Office
4830 E. 32nd St.
Suite 5
Joplin, MO 64804

Ph: (417) 334-2000
Fax: (414) 334-4906
After Hours Claims
1-888-686-8573

Toll Free:
1-800-356-8140



Coverages

Line of Coverage	Page #
General Liability	4
Law Enforcement Liability	5
Public Officials Liability	6
Employment Related Practices Liability	7
Excess Liability	8
Crime	9
Cyber	10
Property	11
Inland Marine	16
Automobile	23
Workers' Compensation	24
Risk Mitigation Services	25



General Liability

Occurrence

Coverages:	Limits
General Aggregate	\$ 3,000,000
Each Occurrence	\$ 1,000,000
Products & Completed Operations	\$ 3,000,000
Personal & Advertising Injury	\$ 1,000,000
Damage to Premises Rented to You – Any One Location	\$ 1,000,000
Medical Expense – Any One Person	\$ 10,000
Employee Benefits: Claims Made Retroactive Date: 7/1/2017 – Aggregate {Deductible \$ 1,000}	\$ 3,000,000
Employee Benefits: Claims Made Retroactive Date: 7/1/2017 – Each Employee Limit {Deductible \$ 1,000}	\$ 1,000,000
Abuse or Molestation – Aggregate	\$ 1,000,000
Abuse or Molestation – Each Offense Limit	\$ 1,000,000
Failure to Supply	Included
Sewage Back-Up	Included

Endorsement Extensions:

Emergency Response Operations with Mutual Aid Property Damage
Liquor Liability – Coverage limited to Host Liquor

Exclusions include, but are not limited to:

Audit:

Subject to Audit

Annually



Law Enforcement Liability

Occurrence

Coverages:	Limits
Each Wrongful Act	\$ 1,000,000
Aggregate	\$ 1,000,000
Deductible	\$ 10,000

Endorsement Extensions:

None

Exclusions include, but are not limited to:



Public Officials Liability

Claims Made

Coverages:		Limits
Aggregate	\$	1,000,000
Each Wrongful Act	\$	1,000,000
Deductible	\$	10,000
Retroactive Date: 7/1/2012		

Endorsement Extensions:

Private Property Use Restriction Sublimit	\$	1,000,000
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Exclusions include, but are not limited to:



Employment Related Practices Liability

Claims Made

Coverages:		Limits
Aggregate	\$	1,000,000
Each Wrongful Employment Practice Offense	\$	1,000,000
Deductible	\$	10,000
Retroactive Date: 7/1/2012		

Endorsement Extensions:

None

Exclusions include, but are not limited to:



Excess Liability Occurrence

Coverages:	Limits
General Aggregate	\$ 10,000,000
Each Occurrence	\$ 10,000,000
Retained Limit	None
Underlying Coverages:	
General Liability	
Employee Benefits Liability	
Auto Liability	
Law Enforcement Liability	
Public Official Liability	
Employment Related Practices Liability	

Endorsement Extensions:

Exclusions include, but are not limited to:



Crime Occurrence

Coverages:	Limits
Employee Theft	\$ 100,000
Forgery or Alteration	\$ 100,000
Theft, Disappearance and Destruction – Inside the Premises	\$ 25,000
Theft, Disappearance and Destruction – Outside the Premises	\$ 25,000
Deductible	\$ 1,000

Endorsement Extensions:

None

Exclusions include, but are not limited to:



Cyber

Claims Made

Coverages:	Limits
Aggregate	\$ 10,000,000
Privacy Liability (including Employee Privacy)	\$ 10,000,000
Privacy Regulatory Claims Coverage	\$ 10,000,000
Security Breach Response Coverage	\$ 10,000,000
Security Liability	\$ 10,000,000
Multimedia Liability	\$ 10,000,000
Cyber Extortion	\$ 10,000,000
Business Income and Digital Asset Restoration (12 Hour waiting period)	\$ 10,000,000
PCI DSS Assessment	\$ 10,000,000
Electronic Fraud – Telephone Hacking	\$ 100,000
Electronic Fraud – Funds Transfer Fraud	\$ 100,000
Deductible	\$ 10,000
Retroactive Date: Full Prior Acts	

Endorsement Extensions:

Exclusions include, but are not limited to:



Property Schedule

See Property Schedule -- Next 4 pages

Building & Contents:	Blanket Basis
Coinsurance:	N/A
Valuation:	Replacement Cost
	Actual Cash Value Loc 2, Bldg 1; Loc 7, Bldg 1
Perils Insured:	Special Causes of Loss
Deductible:	\$ 5,000
	\$ 10,000 Loc 8, Bldg 1 & 2
	\$ 25,000 Loc 2, Bldg 1; Loc 7, Bldg 1
	\$ 100,000 Wind/Hail at Branson Convention Center and Parking Garage
Business Income with Extra Expense:	\$ 1,000,000 Including Rental Value & Ordinary Payroll
	Earthquake 72 Hour Waiting Period
	Flood 72 Hour Waiting Period
Personal Property In Transit:	\$ 25,000
Personal Property at Undescribed Premises:	\$ 100,000 At Exhibition or Any Other Not Owned, Leased, or Regularly Operated Premises
Newly Constructed or Acquired Property:	\$ 1,000,000 Buildings
	\$ 250,000 Personal Property at Each Premises
Unnamed Locations:	\$ 250,000
Ordinance or Law:	\$ 250,000 Undamaged portion or demolition
	20% of reported values Increased cost of construction
Communication Towers:	\$ 100,000
Golf Course Greens:	\$ 100,000
Ground Maintenance Equipment:	\$ 100,000
Debris Removal:	\$ 10,000
Paved Surfaces:	\$ 100,000
Underground Pipes, Flues or Drains:	\$ 1,000,000
Water Back Up – Sewer or Drain:	\$ 25,000
Equipment Breakdown:	Included
Foundations of Machinery:	\$ 500,000
Utility Services – Direct Damage:	\$ 25,000
Earthquake:	\$10,000,000 \$ 50,000 Deductible
Flood:	\$ 5,000,000 \$ 50,000 Deductible

Endorsement Extensions:

Exclusions include, but are not limited to:



Property Schedule – City of Branson

Loc #	Bldg #	Building Name	Address	Description	Building Value	Contents Value
1	1	City Hall	110 W Maddux St		\$ 18,638,460	\$ 2,538,000
2	1	Residential	204 W Maddux	Residential Home (on 4 lots)	\$ 164,220	\$
3	1	Fire Station #1	103 W Highway 76		\$ 1,262,760	\$ 276,000
4	1	Fire Station #2	251 Branson Meadow Drive		\$ 1,334,160	\$ 175,000
5	1	Fire Station #3	3500 Keeter St		\$ 1,334,160	\$ 175,000
5	2	Fire Station #3	3500 Keeter St	Fuel Tank 560 gal diesel & 560 gal unl - Above Ground	\$ 38,760	\$
6	1	Office Building	112 College St	Main Street Assoc	\$ 171,360	\$ 26,000
7	1	School	South 6th Street	Old Branson High School	\$ 535,500	\$
8	1	Convention Center	200 Sycamore St	Branson Convention Center	\$ 53,018,945	\$ 5,680,000
8	2	Convention Center	200 Sycamore St	Branson Convention Center – Parking Garage	\$ 7,258,320	\$
9	1	Cell Tower Building	Bar Harbor	Police	\$ 2,232	\$ 48,241
10	1	Cell Tower Building	E Hwy 76 (White River Elec)	Police	\$ 2,232	\$ 25,713
11	1	Restroom	Atlantic & Commercial	Awberry	\$ 76,500	\$ 1,000
12	1	Alexander Park	901 Hawthome Street	Pavilion, Fields, Playground	\$ 20,400	\$
12	1	Alexander Park	901 Hawthome Street	Lights, Fence, Tennis Court	\$ 81,600	\$
13	1	Branson North	101 Woodridge Drive	Playground	\$ 20,869	\$
14	1	Cantwell Park	Sunshine & Mockingbird	BB Court, Fence, Lights, Playground	\$ 20,400	\$
15	1	Eiserman Park	201 Compton Drive	Community Building	\$ 937,380	\$ 92,000
15	2	Eiserman Park	201 Compton Drive	Golf Storage Building	\$ 24,988	\$ 45,407
15	3	Eiserman Park	201 Compton Drive	Shelter House	\$ 23,106	\$ 1,135
15	4	Eiserman Park	201 Compton Drive	Playground Equipment	\$ 20,400	\$
16	1	Liberty Plaza	114 W Pacific St	Restroom	\$ 715,894	\$
16	2	Liberty Plaza	114 W Pacific St	Fountain	\$ 466,366	\$
16	3	Liberty Plaza	114 W Pacific St	Stage	\$ 73,540	\$
16	4	Liberty Plaza	114 W Pacific St	Trolley Stop	\$ 42,790	\$
17	1	Murphy Park	499 Neihardt Drive	Pavilion	\$ 15,150	\$ 1,476
17	2	Murphy Park	499 Neihardt Drive	Shelter House	\$ 16,210	\$ 6,811
17	3	Murphy Park	499 Neihardt Drive	Playground Equipment	\$ 17,313	\$
17	4	Murphy Park	499 Neihardt Drive	Playground Equipment	\$ 48,797	\$
18	1	Parnell Park	257 Mayden Lane	Tennis Courts, Lights, Fence, Playground Equipment	\$ 69,234	\$
19	1	John Nygard	500 S Fifth Street	Playground Equipment	\$ 51,000	\$
20	1	Stockstill Park	625 Stockstill Lane	Skate Park & Fencing	\$ 37,615	\$
20	2	Stockstill Park	625 Stockstill Lane	Tennis Office Building/Pro Shop	\$ 41,820	\$ 4,000
20	3	Stockstill Park	625 Stockstill Lane	Restroom/Concessions Bldg	\$ 148,920	\$ 3,000
20	4	Stockstill Park	625 Stockstill Lane	2 Softball Fields, Fencing, Lights	\$ 119,259	\$
20	5	Stockstill Park	625 Stockstill Lane	Pavilion at Soccer Field	\$ 15,150	\$ 1,476
20	6	Stockstill Park	625 Stockstill Lane	Pavilion at Tennis Courts	\$ 27,540	\$
20	7	Stockstill Park	625 Stockstill Lane	Dog Park Polygon Pavilion	\$ 8,916	\$
20	8	Stockstill Park	625 Stockstill Lane	Dog Park Beagle walk thru feature	\$ 4,590	\$
20	9	Stockstill Park	625 Stockstill Lane	Stockstill Park - Dog park lights, fencing, entrysystem	\$ 103,753	\$
20	10	Stockstill Park	625 Stockstill Lane	Stockstill Park - 2 playgrounds	\$ 178,500	\$
20	11	Stockstill Park	625 Stockstill Lane	Stockstill Park - 6 tennis courts, lights, fence	\$ 285,720	\$
20	12	Stockstill Park	625 Stockstill Lane	2 Shelter Houses	\$ 46,210	\$ 2,498
20	13	Stockstill Park	625 Stockstill Lane	3 Maintenance Buildings @ 120 sq ft ea.	\$ 10,200	\$ 10,000
20	14	Stockstill Park	625 Stockstill Lane	Maintenance Storage Bldg	\$ 30,600	\$ 20,000
20	15	Stockstill Park	625 Stockstill Lane	Mechanics Garage/Maintenance Facility	\$ 503,880	\$ 159,000
20	16	Stockstill Park	625 Stockstill Lane	Vehicle Storage Pole Bam	\$ 237,660	\$
21	1	Old School	1515 W Hwy 76	School House	\$ 133,620	\$ 2,000
21	2	Old School	1515 W Hwy 76	Pavilion	\$ 15,300	\$
22	1	RecPlex	1500 Branson Hills Parkway	Recreation Center	\$ 8,313,000	\$ 338,000
22	2	RecPlex	1500 Branson Hills Parkway	Aquatic Center	\$ 1,163,820	\$
22	3	RecPlex	1500 Branson Hills Parkway	Greenhouse	\$ 30,600	\$
22	4	RecPlex	1500 Branson Hills Parkway	Maintenance Bldg	\$ 694,620	\$ 132,000
22	5	RecPlex	1500 Branson Hills Parkway	Pavilion A	\$ 74,460	\$
22	6	RecPlex	1500 Branson Hills Parkway	Pavilion B	\$ 93,840	\$
22	7	RecPlex	1500 Branson Hills Parkway	Pavilion C	\$ 74,460	\$
22	8	RecPlex	1500 Branson Hills Parkway	Pavilion D	\$ 105,060	\$



Property Schedule – City of Branson

Loc #	Bldg #	Building Name	Address	Description	Building Value	Contents Value
22	9	RecPlex	1500 Branson Hills Parkway	Playground	\$ 135,498	\$
22	10	RecPlex	1500 Branson Hills Parkway	Restroom/Concessions - Ballfields	\$ 301,920	\$ 6,000
22	11	RecPlex	1500 Branson Hills Parkway	Restroom/Concessions - Soccer Fields	\$ 253,980	\$ 5,000
22	12	RecPlex	1500 Branson Hills Parkway	Aqua Climb Classic (climbing wall)	\$ 11,592	\$
22	13	RecPlex	1500 Branson Hills Parkway	Soccer Fields (2), Baseball Fields (4)	\$ 416,371	\$
22	14	RecPlex	1500 Branson Hills Parkway	RecPlex - Marquee sign, message board	\$ 29,901	\$
22	15	RecPlex	1500 Branson Hills Parkway	Inclusive Playground	\$ 246,557	\$
23	1	Campground	Box Car Willie Drive	New Office Bldg	\$ 44,880	\$ 4,000
23	2	Campground	Box Car Willie Drive	Old Office Building	\$ 69,360	\$ 11,000
23	3	Campground	Box Car Willie Drive	Restroom Building	\$ 162,180	\$ 4,000
23	4	Campground	Box Car Willie Drive	Shelter Bldg #1	\$ 60,180	\$
23	5	Campground	Box Car Willie Drive	Shelter Bldg #2	\$ 41,820	\$
23	6	Campground	Box Car Willie Drive	Scenic Railway Fencing	\$ 42,840	\$
24	1	Lakeside Forest	412 Owen Lane	Restroom	\$ 102,000	\$ 2,000
24	2	Lakeside Forest	412 Owen Lane	Playground	\$ 51,164	\$
24	3	Lakeside Forest	412 Owen Lane	Pavilion	\$ 22,052	\$
24	4	Lakeside Forest	412 Owen Lane	Swinging Porch	\$ 21,420	\$
25	1	Table Rock Village	634 Skyview Drive	House	\$ 66,300	\$ 30,000
26	1	Cliff	521 Cliff Drive	Operations Building	\$ 534,480	\$ 14,000
26	2	Cliff	521 Cliff Drive	New Chemical Building	\$ 155,040	\$ 9,000
26	3	Cliff	521 Cliff Drive	Old Chemical Feed Bldg	\$ 166,260	\$ 5,000
26	4	Cliff	521 Cliff Drive	Old Chemical Storage Bldg	\$ 9,180	\$ 3,000
26	5	Cliff	521 Cliff Drive	Clearwell #1	\$ 65,280	\$
26	6	Cliff	521 Cliff Drive	Clearwell #2	\$ 131,580	\$
26	7	Cliff	521 Cliff Drive	Splitter Box	\$ 20,400	\$
27	1	Cliff	1103 Canal Street	Intake Building	\$ 125,460	\$ 150,000
28	1	Cliff	1025 South Drive	Branson North Booster Station	\$ 76,500	\$ 25,000
29	1	Compton	601 Compton Drive	Administration Building	\$ 848,640	\$ 109,000
29	2	Compton	601 Compton Drive	Chlorine Contact Basin	\$ 225,420	\$
29	3	Compton	601 Compton Drive	Clarifiers #1 & #2	\$ 1,180,140	\$
29	4	Compton	601 Compton Drive	Clarifier #3	\$ 538,560	\$
29	5	Compton	601 Compton Drive	Clarifier #4	\$ 371,280	\$
29	6	Compton	601 Compton Drive	Clarifier Splitter Box	\$ 51,000	\$
29	7	Compton	601 Compton Drive	Effluent Pump Station	\$ 109,140	\$
29	8	Compton	601 Compton Drive	Equipment Building	\$ 506,940	\$
29	9	Compton	601 Compton Drive	Grit Removal Building	\$ 153,000	\$
29	10	Compton	601 Compton Drive	Headworks Building	\$ 395,760	\$
29	11	Compton	601 Compton Drive	Headworks Control Building	\$ 36,720	\$
29	12	Compton	601 Compton Drive	Influent Splitter Box	\$ 29,580	\$
29	13	Compton	601 Compton Drive	Oxidation Basin #1 & #2	\$ 2,579,580	\$
29	14	Compton	601 Compton Drive	Oxidation Basin #3	\$ 1,290,300	\$
29	15	Compton	601 Compton Drive	Oxidation Basin #4	\$ 2,364,360	\$
29	16	Compton	601 Compton Drive	Plant Lift Station	\$ 41,820	\$
29	17	Compton	601 Compton Drive	Polishing Filter Building	\$ 491,640	\$
29	18	Compton	601 Compton Drive	Screen Building	\$ 343,740	\$
29	19	Compton	601 Compton Drive	Selector Basin	\$ 119,340	\$
29	20	Compton	601 Compton Drive	Septage Receiving Station	\$ 17,340	\$
29	21	Compton	601 Compton Drive	Sludge Holding Basin #1	\$ 1,699,320	\$
29	22	Compton	601 Compton Drive	Sludge Holding Basin #2	\$ 955,740	\$
29	23	Compton	601 Compton Drive	Blower / Diffuser Building	\$	\$ 78,000
29	24	Compton	601 Compton Drive	Sludge Loading Building	\$ 194,820	\$ 17,000
29	25	Compton	601 Compton Drive	Sludge Thickening Building	\$ 986,340	\$
29	26	Compton	601 Compton Drive	Storm Water Pump Station	\$ 43,860	\$
29	27	Compton	601 Compton Drive	Waste Basin #1	\$ 444,720	\$
29	28	Compton	601 Compton Drive	Waste Basin #2	\$ 365,160	\$
29	29	Compton	601 Compton Drive	Wastewater Intake/Archives Bldg	\$ 3,570,000	\$
29	30	Compton	601 Compton Drive	10,000 gal Gas Tanks, Pumps, Controls - Above Ground	\$ 58,140	\$



Loc #	Bldg #	Building Name	Address	Description	Building Value	Contents Value
29	31	Compton	601 Compton Drive	Public Works Garage	\$ 399,840	\$ 128,000
29	32	Compton	601 Compton Drive	Pole Barn/Storage Building	\$ 54,060	\$ 11,000
29	33	Compton	601 Compton Drive	Recycling Center - 2 Pole Barns, Loading Dock	\$ 140,760	\$ 15,000
29	34	Compton	601 Compton Drive	Salt Barn	\$ 31,620	\$
29	35	Compton	601 Compton Drive	Salt Spreaders Covered Shed	\$ 25,500	\$
29	36	Compton	601 Compton Drive	Street Maintenance Shed	\$ 52,020	\$
30	1	Cooper Creek	2855 Fall Creek Rd	560 Gal Fuel Storage Tank - Above Ground	\$ 15,300	\$
30	2	Cooper Creek	2855 Fall Creek Rd	Clarifier #1	\$ 532,440	\$
30	3	Cooper Creek	2855 Fall Creek Rd	Clarifier #2	\$ 532,440	\$
30	4	Cooper Creek	2855 Fall Creek Rd	Clarifier Splitter Box	\$ 16,320	\$
30	5	Cooper Creek	2855 Fall Creek Rd	Oxidation Basin #1	\$ 1,639,140	\$
30	6	Cooper Creek	2855 Fall Creek Rd	Oxidation Basin #2	\$ 1,639,140	\$
30	7	Cooper Creek	2855 Fall Creek Rd	Oxidation Splitter Box	\$ 56,100	\$
30	8	Cooper Creek	2855 Fall Creek Rd	Plant Sewer Pump Station	\$ 39,780	\$
30	9	Cooper Creek	2855 Fall Creek Rd	Polishing Filter Basin	\$ 70,380	\$ 1,000
30	10	Cooper Creek	2855 Fall Creek Rd	Selector Basin	\$ 411,060	\$
30	11	Cooper Creek	2855 Fall Creek Rd	Sludge Holding Basin #1	\$ 468,180	\$
30	12	Cooper Creek	2855 Fall Creek Rd	Sludge Holding Basin #2	\$ 390,660	\$ 59,000
30	13	Cooper Creek	2855 Fall Creek Rd	Sludge Thickening Building	\$ 935,340	\$
30	14	Cooper Creek	2855 Fall Creek Rd	UV Disinfection Building	\$ 256,020	\$
30	15	Cooper Creek	2855 Fall Creek Rd	Waste Sludge Holding Basin	\$ 260,100	\$
30	16	Cooper Creek	2855 Fall Creek Rd	Control Building	\$ 3,603,660	\$ 157,000
30	17	Cooper Creek	2855 Fall Creek Rd	Headworks Building	\$ 937,380	\$
30	18	Cooper Creek	2855 Fall Creek Rd	Influent Pump Station	\$ 940,440	\$
30	19	Cooper Creek	2855 Fall Creek Rd	Return Sludge Pump Station	\$ 460,020	\$
30	20	Cooper Creek	2855 Fall Creek Rd	Sludge Loading Station	\$ 352,920	\$
30	21	Cooper Creek	2855 Fall Creek Rd	Evidence/ Bldg/ Sign Shop	\$ 104,040	\$ 20,000
30	22	Cooper Creek	2855 Fall Creek Rd	Maintenance Building/Chicken Coop	\$ 227,460	\$ 37,000
30	23	Cooper Creek	2855 Fall Creek Rd	Operations Building	\$ 862,920	\$
30	24	Cooper Creek	2855 Fall Creek Rd	Operations Building	\$ 30,600	\$
30	25	Cooper Creek	2855 Fall Creek Rd	Electrician's Building	\$ 51,000	\$
30	26	Cooper Creek	2855 Fall Creek Rd	Crane Pole Barn	\$ 51,000	\$
31	1	Meadows	3718 Fall Creek Rd	Operations Building	\$ 3,228,300	\$ 398,000
31	2	Meadows	3718 Fall Creek Rd	Outtake Chamber #1	\$ 7,140	\$
31	3	Meadows	3718 Fall Creek Rd	Outtake Chamber #2	\$ 7,140	\$
31	4	Meadows	3718 Fall Creek Rd	Clearwell	\$ 1,346,400	\$
31	5	Meadows	3718 Fall Creek Rd	Chemical Feed Bldg	\$ 1,142,400	\$ 61,000
31	6	Meadows	3718 Fall Creek Rd	Flocculation Basin #1	\$ 165,240	\$
31	7	Meadows	3718 Fall Creek Rd	Flocculation Basin #2	\$ 245,820	\$
32	1	Meadows	468 River Way	Raw Water Pump Station	\$ 853,740	\$ 228,000
33	1	Lift Station #1A	33 Golf Shores Drive		\$ 40,800	\$
34	1	Lift Station #2	411 Cooper Creek Road		\$ 306,000	\$
35	1	Lift Station #3	297 Sycamore Drive - Bee Creek		\$ 328,440	\$
35	2	Lift Station #3	297 Sycamore Drive - Bee Creek	Control Building	\$ 51,000	\$
36	1	Lift Station #4	401 Stillwood Drive		\$ 204,000	\$
37	1	Lift Station #5	1 Sunset Road		\$ 637,500	\$
38	1	Lift Station #6	190 Church Road - Bee Creek		\$ 306,000	\$
39	1	Lift Station #7	445 Rosewood Drive- Bee Creek		\$ 306,000	\$
40	1	Lift Station #8	301 Yellow Jacket Dr		\$ 54,060	\$
41	1	Lift Station #9	261 259 State Highway 248		\$ 122,400	\$
42	1	Lift Station #10	398 Bird Road		\$ 132,600	\$
43	1	Lift Station #11	411 Hunter Ave - Bee Creek		\$ 306,000	\$
44	1	Lift Station #12	170 Warehouse Drive - Bee Creek		\$ 306,000	\$
45	1	Lift Station #13	3211 Shepherd of the Hills Expwy		\$ 33,660	\$
46	1	Lift Station #14	3110 Little Pete's Road		\$ 255,000	\$
47	1	Lift Station #15	3707 W State Highway 76		\$ 255,000	\$
48	1	Lift Station #17	271 Remington Drive		\$ 378,420	\$



Loc #	Bldg #	Building Name	Address	Description	Building Value	Contents Value
49	1	Lift Station #18	2751 State Highway 165		\$ 306,000	\$
50	1	Lift Station #19	330 Expressway Lane		\$ 306,000	\$
51	1	Lift Station #20	487 Hatchery Road		\$ 306,000	\$
52	1	Lift Station #21	240 Illinois Street		\$ 472,260	\$
53	1	Lift Station #22	322 Branson Landing Blvd		\$ 357,000	\$
54	1	Lift Station #24	201 Birchwood Circle		\$ 97,920	\$
55	1	Lift Station #25	2202 State Highway 165		\$ 459,000	\$
56	1	Lift Station #29	434 State Highway 248		\$ 69,360	\$
57	1	Lift Station #30	301 James F Epps Road	Control Building	\$ 159,120	\$
57	2	Lift Station #30	302 James F Epps Road	Bypass Station	\$ 42,840	\$
57	3	Lift Station #30	301 James F Epps Road	Overflow Reservoir	\$ 481,440	\$
57	4	Lift Station #30	303 James F Epps Road	Rain Water Station	\$ 42,840	\$
58	1	Lift Station #31	415 Fall Creek Drive	Overflow basin only	\$ 153,000	\$
59	1	Lift Station #31B	146 Creekside		\$ 102,000	4
60	1	Lift Station #32	1102 Branson Hills Parkway		\$ 64,260	\$
61	1	Lift Station #33	108 Cottonwood Trail		\$ 61,200	\$
62	1	Lift Station #34	192 Austin Ave		\$ 172,380	\$
63	1	Lift Station #35	302 Woodland Drive South		\$ 31,620	\$
64	1	Lift Station #36	1248 Pointe Royale Drive		\$ 138,720	\$
65	1	Lift Station #38	156 Eden Way		\$ 74,460	\$
66	1	Lift Station #39	3401 Riverstone Drive		\$ 41,820	\$
67	1	Lift Station #40	318 Country Bluff Drive		\$ 49,980	\$
68	1	Lift Station #41	398 Dandy Way - Taneycomo Acres		\$ 56,100	\$
69	1	Lift Station #42	210 River Bend Rd- Taneycomo Acres		\$ 31,620	\$
70	1	Lift Station #44	831 N State Highway 265		\$ 306,000	\$
71	1	Lift Station #45	321 Majestic Drive		\$ 306,000	\$
72	1	Lift Station #46	302 Majestic Drive		\$ 153,000	\$
73	1	Water Tower	616 W Pacific Street	Water Tower - No Well - Pacific Offices	\$ 3,607,740	\$ 239,000
73	2	Decorative Lighting	616 W Pacific Street	Pacific Street Tower - 3 logos	\$ 16,830	\$
74	1	Water Tower	2050 W Hwy 76/2028 W Hwy 76	Water Tower - No Well - Walmart	\$ 1,860,480	\$
74	2	Decorative Lighting	2050 W Hwy 76/2028 W Hwy 76	Walmart Tower - 2 logos	\$ 11,220	\$
75	1	Water Tower	101 Bar Harbor Ave/ 216 Bar Harbor St	Water Tower - No Well - High Tower	\$ 807,840	\$
76	1	Water Tower	101 Crosby St/1105 W Hwy 76	Water Tower - Crosby	\$ 569,160	\$
76	2	Well 3	101 Crosby St/1105 W Hwy 76	Pump House - Crosby	\$ 52,020	\$
76	3	Well 3	101 Crosby St/1105 W Hwy 76	Chlorine Building - Crosby	\$ 3,060	\$ 1,000
77	1	Well 5	201 Buccaneer Blvd/ 263 Buccaneer	Water Tower - Junior High	\$ 669,120	\$
77	2	Well 5	201 Buccaneer Blvd/ 263 Buccaneer	Well House	\$ 75,480	\$
77	3	Decorative Lighting	201 Buccaneer Blvd/ 263 Buccaneer	Jr. High Tower - 1 logo	\$ 5,610	\$
78	1	Well 7	3132 Francis St/2961 W Hwy 76	No Tower - Well House	\$ 73,440	\$
78	2	Well 7	3132 Francis St/ 2961 W Hwy 76	Chlorine Building	\$ 3,060	\$ 1,000
79	1	Well 9	3615 Keeter St/ 3505 Keeter St	No Tower - Well & Pump House - Starlight	\$ 143,820	\$
80	1	Water Tower	4149 W Hwy 76/4110 Hwy 76	Water Tower - Dewey Bald	\$ 1,136,280	\$
80	2	Well 10	4149 W Hwy 76/4084 Hwy 76	Pump House	\$ 114,240	\$
80	3	Decorative Lighting	4149 W Hwy 76/4084 Hwy 76	Dewey Bald Tower - 1 logo	\$ 5,610	\$
81	1	Water Tower	209 Hwy 165/293 St Hwy 165	Water Tower - Landmark	\$ 3,147,720	\$
81	2	Well 11	209 Hwy 165/293 St Hwy 165	Pump House	\$ 99,960	\$
81	3	Decorative Lighting	209 Hwy 165/293 St Hwy 165	Landmark Tower - 3 logos	\$ 16,830	\$
82	1	Well 2	1500 Branson Hills Parkway	Water Tower - RecPlex	\$ 807,840	\$
82	2	Well 12	1500 Branson Hills Parkway	Well & Pump House	\$ 320,280	\$ 2,000
Total Insured Values:					\$ 167,375,034	\$ 11,593,757

Coverage Notation:

Please note that it is extremely important that all properties are insured to value. Our responsibility as your agent is to convey the values of your properties to the carrier as reported by you, our client.



Inland Marine

See Inland Marine Schedule – Next 4 pages

Coinsurance: 90%
Valuation: Actual Cash Value
Perils Insured: Special Causes of Loss
Deductible: \$ 1,000
Unlisted Items: \$ 25,000 | Not to exceed \$ 10,000 per Item
Newly Acquired Contractors Equipment: \$ 100,000 | Less than 90 days
Emergency Portable Equipment: \$ 50,000 | Replacement Cost
Rental Reimbursement: \$ 2,500
Earthquake: No Coverage
Flood: No Coverage

Endorsement Extensions:

None

Exclusions include, but are not limited to:



Inland Marine

Page 1 of 6

Dept	Unit #	Description	Model	Serial #	Cost New
Bldg Con	193	2003 Genie Aerial Work Platform - Lift		AWP04-28453	\$ 57,000
Fire	392	Portable Power Generator		480560UCABF	\$ 24,650
Fire		Air Vacuum Apparatus	Fire Station #1		\$ 28,800
Fire		Rescue Equipment	Fire Station #1		\$ 13,200
Fire		Air charger Compressor w/4 Fill Tanks	Fire Station #2 - Mako ACDHE3		\$ 12,000
Parks	30	2000 Riding Mower	CRF	2825200253	\$ 3,000
Parks	42	2006 Reel Mower	Toro	14351-210002465	\$ 17,000
Parks	71	1992 Kubota w/Mower Deck		L235010123	\$ 10,000
Parks	72	1992 Kubota w/Mower Deck		L2350101181	\$ 10,000
Parks	77	1991 Kubota Lawn Tractor		10608	\$ 11,000
Parks	89	2000 Kubota Kub		TG1860-21493	\$ 6,700
Parks	90	1997 Club Cart Golf Cart		AGO248-230916	\$ 3,000
Parks	159	2001 Gravely Zero Turn Mower		12494	\$ 6,700
Parks	161	1997 Toro Groomer		08885-80173	\$ 1,000
Parks	181	2003 Kamatsu Backhoe Loader	WB150-2	150F10248	\$ 42,000
Parks	222	2006 Snapper Mower		5071111	\$ 3,000
Parks	230	2006 John Deere Gator		MOOCXRA041685	\$ 4,150
Parks	233	2005 Toro Field Groomer Infield Finisher		28884-250000207	\$ 8,000
Parks	234	2006 John Deere		W0300XX003303	\$ 4,000
Parks	235	2005 Kawasaki Mule w/4x4 Utility Cart		KAF620E	\$ 11,600
Parks	236	2006 John Deere Mower		TCF687X040041	\$ 4,000
Parks	238	2005 John Deere Gator w/4X2 Utility Cart		W04X2BC003340	\$ 5,400
Parks	239	2006 John Deere CX Gator		MOOCXRA041684	\$ 4,150
Parks	240	2000 John Deere TS Gator		W04X2SD015320	\$ 5,440
Parks	314	2012 New Holland WM 55 Tractor		7214696	\$ 22,723
Parks	314A	2013 Loader		YBWLW0915	*value included w/unit #314
Parks		26' Walk Behind Scrubber	Clark Encore - Parks L2426		\$ 5,500
Parks		54' Mower w/collection system	Parks		\$ 8,300
Parks		60' Mower	Parks		\$ 7,300
Parks		Compact Utility Tractor w/Front Loader			\$ 17,300
Parks		Dethatcher for Golf Course	Toro		\$ 17,000
Parks		Eiserman Golf Course Irrigation Pump			\$ 7,400
Parks		Field Groomer	Kromer		\$ 17,000
Parks		Gott's To Go 830 Mobile Office Trailer & 2 sets of steps		OD-3599	\$ 6,000
Parks		Portable Restroom		40LFB18248P149005	\$ 35,000
Parks		Sand Rake for Golf Course	Toro		\$ 4,600
Parks		Turfco Top Dresser	Parks	898696	\$ 3,000
Parks		Tractor	New Holland	108313B	\$ 6,800
Police	73	2007 Generac	4903580	QT04554JNSNA	\$ 9,000
PW	55	2010 Mower	SCAG	E8300120	\$ 5,000
PW	64	1999 Broce Broom Tractor		89575	\$ 28,900
PW	66B	1999 Snow Plow			\$ 7,000
PW	68	1997 John Deere Wheel Loader	544H	DW544HX563189	\$ 90,000
PW	70	2010 SCAG Mower		E5401199	\$ 5,000
PW	85	1992 Lincoln Welder		G923941525	\$ 4,000
PW	86A	2001 Bucket Boom		USW30991	\$ 7,000
PW	88	1993 Olathe Chipper Shredder		986615HDT	\$ 12,000
PW	108	1994 John Deere Backhoe		T0510DG798796	\$ 60,000
PW	109	Bale Chopper			\$ 6,400
PW	132A	2007 Salt Spreader		1FTNF21591EBB1958	\$ 6,000
PW	132B	1999 Snow Plow			\$ 7,000



Dept	Unit #	Description	Model	Serial #	Cost New
PW	166A	1975 Brine Sprayer			\$ 5,000
PW	169	2002 Gallion Motor Grader		211007 or 71412	\$ 109,000
PW	173	2002 John Deere Backhoe	John Deere 410	TX410GX910783	\$ 60,000
PW	174	2008 EZ Pour Crack Sealer	Kirafco	1C9S2122281418140	\$ 9,200
PW	183	2001 Snow Blower		M31A15633E190	\$ 700
PW	192	2004 Bobcat Skid-Steer Loader	S220	526212118	\$ 23,000
PW	192A	Forks for Bobcat			*value included w/unit #192
PW	192B	Bucket for Bobcat			*value included w/unit #192
PW	192C	Auger for Bobcat			*value included w/unit #192
PW	192D	Trencher for Bobcat			*value included w/unit #192
PW	192E	Sweeper for Bobcat			*value included w/unit #192
PW	192F	Rake for Bobcat			*value included w/unit #192
PW	192G	Backhoe for Bobcat		6812598	\$ 6,200
PW	192H	Std Flow Asphalt Planer - #192		231200519	\$ 6,000
PW	194	2003 Ingersoll Rand Air Compressor	P185WIR	3342048ULN820	\$ 11,600
PW	196	2004 Stone Wolfpac Smooth Drum Roller		382004239	\$ 13,300
PW	223	2009 FRE Business Class M2		1FVACXDJ39HAK7058	\$ 64,152
PW	256	2008 ADDCO Message Board		590010	\$ 14,000
PW	257	2008 ADDCO Message Board		590011	\$ 14,000
PW	260	2010 SAG Mower		E5401197	\$ 8,900
PW	261	2010 John Deere		LV5083E260864	\$ 32,488
PW	261A	2009 John Deere		P00MX7X017637	\$ 5,000
PW	261B	2010 John Deere		P00583C011881	\$ 5,929
PW	262	2010 Lamar		5RVSL2427AM004697	\$ 3,005
PW	263	2010 GRA Line Driver		BA308	\$ 4,259
PW	263A	Thermolazer		BA1987	\$ 8,799
PW	263B	2010 Grind Laser		BA153	\$ 5,439
PW	273	2010 ASG Message Board		1A9BS3334A2228653	\$ 14,000
PW	275	2009 Speedcheck		1Z9T5065XAB361	\$ 4,200
PW	290	1999 New Holland Arm Mower		10813B	\$ 6,800
PW	311	2012 K&K Message Board		1K9BM151XDT244446	\$ 14,297
PW	312	2012 K&K Message Board		1K9BM151XDT244445	\$ 14,297
PW	313	2012 K&K Message Board		1K9BM151XDT244447	\$ 14,297
PW	325	SCAG Turf Tiger Deck Model w/mulch kit	TT61VS-35BVAC/SMT-61-BU	K2200243/J0801048	\$ 9,250
PW	326	2014 John Deere 410K Backhoe Loader w/24" bucket	410K	1T0410KXHEE260344	\$ 96,460
PW	342	2015 Scag Turf Tiger	Model STT52V-26-EFI	K1400061	\$ 8,800
PW	343	2015 Scag Turf Tiger	Model STT61V-35BVAC	K2201845	\$ 9,486
PW	354	Husqvara 20" Walk-behind Saw		3500004	\$ 6,379
PW	390	Scag Tur Tiger II - zero turn mower		M0500875	\$ 9,526
PW	SP1	2010 Snow Plow		BC067122	\$ 7,900
PW	SP2	2010 Snow Plow		BC067121	\$ 7,900
PW	SP3	2010 Snow Plow		BC067119	\$ 7,900
PW	SP4	2010 Snow Plow		BC067642	\$ 7,900
PW	SP5	2010 Snow Plow		BC067120	\$ 7,900
PW	SP6	2007 Snow Plow		2802-D19385881	\$ 7,900
PW	SP7	2000 Flink Snow Plow		133	\$ 7,900
PW	SP9	2009 Snow Plow			\$ 7,900
PW	SP10	2012 Snow Plow		5-1134	\$ 7,900
PW	SP11	1990 Snow Plow			\$ 7,900
PW	SP12	2015 Snow Plow 10'			\$ 7,900
PW	SP13	2015 Snow Plow	MW30R10		\$ 10,563



Inland Marine

Dept	Unit #	Description	Model	Serial #	Cost New
PW	SP14	2015 Snow Plow	MW30R10		\$ 10,563
PW	SS1	1997 Henderson Salt Spreader		FSP2-13119	\$ 4,500
PW	SS2	2008 Salt Spreader			\$ 4,500
PW	SS3	2008 Salt Spreader			\$ 4,500
PW	SS4	2008 Swenson Salt Spreader		1011-4961	\$ 4,500
PW	SS5	2011 Swenson Salt Spreader		1011-5004	\$ 4,500
PW	SS6	2007 Salt Spreader			\$ 4,500
PW	SS7	2008 Salt Spreader			\$ 4,500
PW	SS8	2007 Salt Spreader			\$ 4,500
PW	SS9	2007 Salt Spreader			\$ 4,500
PW	SS10	2012 Swenson Salt Spreader		0412-6749	\$ 4,500
PW	SS11	2008 Salt Spreader		1400200SS	\$ 4,500
PW	SS12	2008 Salt Spreader			\$ 4,500
PW	SS13	2008 Salt Spreader			\$ 4,500
PW	SS14	2015 Swenson Salt Spreader		0615-7917	\$ 4,500
PW		9' Spreader for Dump Truck #47 A	PW	WSH-21906	\$ 7,400
PW		Mohawk Lift Model TP-16w/3stage arms (vehicle Lift)		B7A114	\$ 17,090
PW		Mounted Hydraulic Rock Breaker	OHX710	PW OB-HH1000 HY MB-695	\$ 14,000
PW		Tri-King 1672D Mower	Jacobsen - PW	67003-2745	\$ 15,000
Recycling	274	2010 Kodiak		1K9UT1629AM108416	\$ 7,900
Recycling	287	2004 Kodiak		MOHMTRAILER10003	\$ 7,900
Recycling	375	2005 Kodiak		1K9UT16245M108636	\$ 7,900
Recycling		2004 Kodiak		1K9UT16225M108635	\$ 7,900
Recycling	334	2014 Heli Forklift - 6000 lb. capacity, Diesel	CPCD30-KU11	010301F8521	\$ 26,000
Recycling		20 Yard Steel RollOff Recycle Bins 6'6"-Tipi Top	Jubilee Parking Lot		\$ 7,000
Recycling		20 Yard Steel RollOff Recycle Bins 6'6"-Tipi Top	601 Compton Dr		\$ 7,000
Recycling		2014 Uline 1-Cubic Yard Standard Duty Dumping Hopper	H-2108	S1094984	\$ 1,377
Recycling		2014 Uline 1-Cubic Yard Standard Duty Dumping Hopper	H-2108	S1094654	\$ 1,377
Recycling		Auto Trash Dumper	M3519-0419	51986894-0009	\$ 7,634
Recycling		Auto Trash Dumper 72"	DC 45045	HTS 05170007	\$ 8,757
Recycling		Glass Crusher	PW		\$ 6,500
Recycling		Glass Crusher	PW		\$ 6,500
Recycling		Vertical Baler	Selco - PW V5-15	60067445	\$ 7,600
Recycling		Vertical Baler	Selco - PW V5-XHD	50067311	\$ 10,700
Util LS	63	1985 Onan Generator		E850764786	\$ 16,600
Util LS	92	1980 Onan Generator		475933105	\$ 10,000
Util LS	107	1994 Generator		1076693A03275	\$ 20,000
Util LS	147	2000 OLY Generator		762928	\$ 10,000
Util LS	148	2001 Generac Generator		2063587	\$ 10,000
Util LS	155	1999 Onan Generator		E950577563	\$ 10,000
Util LS	242	1995 Onan Generator		L930528354	\$ 10,000
Util LS	243	2000 KOH Generator		673004	\$ 10,000
Util LS	244	2002 Caterpillar Generator		2034219	\$ 10,000
Util LS	245	1998 OLY Generator		2013224	\$ 10,000
Util LS	246	2001 Generac Generator		206843	\$ 10,000
Util LS	247	2004 Generac Generator		2069843	\$ 10,000
Util LS	248	1999 KOH Generator		360486	\$ 10,000
Util LS	249	2001 KOH Generator		360536	\$ 10,000
Util LS	250	1995 Onan Generator		K920493215	\$ 10,000
Util LS	251	2006 Generac Generator		2082778	\$ 10,000
Util WC	83	1994 Serco Sewer Rodding Machine		4H5HB1616PL932076	\$ 18,000



Dept	Unit #	Description	Model	Serial #	Cost New
Util WC	84	1990 Serco Sewer Flushing Machine		WMTR891075	\$ 20,000
Util WC	229	2007 Jet-Away		4181	\$ 68,294
Util WC	345	Bobcat Mini Excavator w/24" bucket & 18" bucket	Model E55 T4	AJ911469	\$ 56,847
Util WC	345A	2015 Hammer		A01R03498	\$ 11,978
Util WC	345B	24" Bucket		10476	\$ 973
Util WC	345C	750# hammer for Bobcat	Model HB1180	AO1R03498	\$ 7,472
Util WC	346	Bobcat Compact Track Load	Model T770	AN8T14971	\$ 56,907
Util WC	346A	Bradco Ground Shark Brush Cutter		412742	\$ 10,500
Util WD	41	1979 Concrete Mixer	HMD	7299J1191	\$ 1,000
Util WD	60	1991 Ingersoll-Rand Compressor		J90172	\$ 13,000
Util WD	214	2009 FRE Business Class M2		1FVACXDJ59HAK7059	\$ 65,000
Util WD	347	Case Backhoe 590 Super N	Model 47861444	JJGN59SNCFC724191	\$ 95,306
Util WD	347A	2015 24" Bucket		141557-02	*value included w/unit #347
Util WD	347B	2015 18" Bucket		141557-01	*value included w/unit #347
Util WD	347C	Front Forks			*value included w/unit #347
Util WD	347D	Loader Bucket		87441572	*value included w/unit #347
Util WD	396	Bobcat E85 Compact Excavator with:	E85	B3T13190	\$ 96,224
Util WD	396A	hydraulic clamp		AFV01378	*value included w/unit #396
Util WD	396B	coupler		AFVS00167	*value included w/unit #396
Util WD	396C	24" Bucket		24447	*value included w/unit #396
Util WD	396D	36" Bucket		22140	*value included w/unit #396
Util WD	396E	hydraulic breaker		AFT600855	*value included w/unit #396
Util WT	252	2007 OLY Generator		KNFC02846	\$ 10,000
Util WWT	34	1990 Onan Generator	ONA	C870877503	\$ 8,500
Util WWT	59	1990 Onan Generator		575950092	\$ 8,500
Util WWT	61	1988 4" Water Pump		VG44023516198865	\$ 25,000
Util WWT	62	1988 4" Water Pump		7492176123000	\$ 25,000
Util WWT	110	John Deere Gator		F3290D400932	\$ 5,000
Util WWT	120	1996 Kubota Tractor Mower		15101	\$ 10,000
Util WWT	135	1987 Forklift		A177B18133H	\$ 1,000
Util WWT	171	2002 John Deere Mower		M0L27F0609697	\$ 2,400
Util WWT	172	2002 John Deere Mower		M0L277C062064	\$ 2,400
Util WWT	190	2004 JET Pressure Washer/ Power Washer			\$ 5,000
Util WWT	209	2005 John Deere Backhoe Loader	410G	TO410GX947540	\$ 62,000
Util WWT	211	2006 John Deere		16MPF06135D040255	\$ 13,000
Util WWT	241	2000 Caterpillar Generator		34121	\$ 10,000
Util WWT		CCTV System Sewer Camera-Computer			\$ 73,347
Util WWT	215	2000 Caterpillar Portable Generator w/trailer			\$ 10,000
		LP Generator 20KW	Winco		\$ 25,000
		Mobile Home	Sabre		\$ 25,000
		"Storming the Beach" 50-man bronze statues	1250 W Hwy 76		\$ 500,000
		"Vietnam Trio" 3-man bronze statue	114 W Pacific St		\$ 250,000
		"Stay Low" 12-man bronze statue	107 W Main		\$ 250,000
		Flag Poles (2) \$ 9,000 each, (1) \$25,000 each	Round-About - Branson Landing Blvd		\$ 43,000
		80' Lighted Christmas Tree w/5,400 RGB Lights	Round-About - Near Hospital		\$ 37,000
		Light Poles & Lights (37) \$2,000 each	Decorative Light Poles & Lights		\$ 74,000
		Light Poles & Lights (61) \$2,000 each	Decorative Light Poles & Lights		\$ 122,000
		Decorative Light Poles	(126) \$5,529 each		\$ 696,700
		Downtown/Landing Blvd	Fencing - City Cemetery		\$ 30,000
		MODOT Easement/Pacific Street	Fencing - Tower & Parking Lot		\$ 26,500
		Branson Landing Blvd & Commercial	Traffic Signal Light		\$ 175,000



Dept	Unit #	Dept	Unit #	Dept	Unit #
		Branson Landing Blvd & Long St	Traffic Signal Light	\$	175,000
		Branson Landing Blvd & Main St	Traffic Signal Light	\$	175,000
		Branson Hills Parkway & Target	Traffic Signal Light	\$	175,000
		Branson Hills Parkway & Walmart	Traffic Signal Light	\$	175,000
		Bee Creek Road & Buccaneer	Traffic Signal Light	\$	175,000
		Roark Valley Road & Fall Creek Road	Traffic Signal Light	\$	175,000
		Roark Valley Road & Forsyth	Traffic Signal Light	\$	175,000
		Roark Valley Road & Gretna	Traffic Signal Light	\$	175,000
		Roark Valley Road & Shepherd of the Hills	Traffic Signal Light	\$	175,000
		Shepherd of the Hills & Expressway Lane	Traffic Signal Light	\$	175,000
		Epps Road & Cedar Ridge	Traffic Signal Light	\$	175,000
		Railroad Crossings	Wayside Homs - (3) \$50,000 each	\$	150,000
	248 & Epps		Storm Siren	N 36° 39' 48.6" W 093° 14' 20.8" - Unit 1013	\$ 25,000
	76 & Wildwood 240 S Wildwood		Storm Siren	N 36° 38' 24.5" W 093° 16' 03.1" - Unit 1001	\$ 25,000
	Second & Cliff Alley 201 Cliff Drive		Storm Siren	N 36° 38' 12.4" W 093° 13' 08.1" - Unit 1007	\$ 25,000
	Bird & Stillwood		Storm Siren	N 36° 40' 22.3" W 093° 14' 05.4" - Unit 1020	\$ 25,000
	Bird Rd & Flynn Rd		Storm Siren	N 36° 40' 44.4" W 093° 14' 53.3"	\$ 25,000
	College Street & 207 2nd Street		Storm Siren	N 36° 38' 34.26" W 093° 13' 5.74" - Solar	\$ 25,000
	Country Bluff Estates		Storm Siren	N 36° 37' 08.1" W 093° 15' 28.9"	\$ 25,000
	3765 W. Hwy 76 - Cracker Barrel		Storm Siren	N 36° 39' 02.2" W 093° 17' 16.3" - Unit 1018	\$ 25,000
	Dakota		Storm Siren	N 36° 37' 45.2" W 093° 16' 34.1" - Unit 1017	\$ 25,000
	305 Dr. Good		Storm Siren	N 36° 38' 38.7" W 093° 15' 12.8" - Unit 1005	\$ 25,000
	High School		Storm Siren	N 36° 41' 50.7" W 093° 14' 01.9" - Unit 1019	\$ 25,000
	Buccaneer Road - Jr. High		Storm Siren	N 36° 39' 52.0" W 093° 13' 12.5" - Unit 1006	\$ 25,000
	610 Parnell Drive		Storm Siren	N 36° 39' 07.2" W 093° 12' 57.8" - Unit 1003	\$ 25,000
	881 Wilshire - Pointe Royale		Storm Siren	N 36° 35' 55.7" W 093° 16' 56.3"	\$ 25,000
	2400 Shepherd of the Hills Expy - State Offices		Storm Siren	N 36° 39' 10.9" W 093° 16' 23.9" - Unit 1016	\$ 25,000
	Thousand Hills		Storm Siren	N 36° 37' 56.0" W 093° 15' 45.2" - Unit 1015	\$ 25,000
	Treasure Lake		Storm Siren	N 36° 39' 42.9" W 093° 17' 05.2" - Unit 3001 - Solar	\$ 25,000
	188 Enterprise Lane - Welk		Storm Siren	N 36° 36' 21.3" W 093° 17' 40.2"	\$ 25,000
	325 N. Gretna - White Water		Storm Siren	N 36° 38' 34.0" W 093° 16' 59.2" - Unit 1002	\$ 25,000
	Wilshire & Michel Ln.		Storm Siren	N 36° 38' 54.3" W 093° 13' 47.4" - Unit 1012	\$ 25,000
	110 Crosby - Fire Station 1		Storm Siren	N 36° 38' 39.5" W 093° 14' 10.2" - Unit 1010	\$ 25,000
	251 Branson Meadow - Fire Station 2		Storm Siren	N 36° 39' 49.2" W 093° 15' 11.0" - Unit 1014	\$ 25,000
	1500 Branson Hills Parkway - RecPlex		Storm Siren	N 36° 41' 13.4" W 093° 14' 15.8"	\$ 25,000
	Lake Drive		Taneycomo - Dock #1	\$	10,600
	Across from #2 Shower House		Taneycomo - Dock #2	\$	10,000
	Across from #99		Taneycomo - Dock #3	\$	10,600
	Across from E-103		Taneycomo - Dock #4	\$	10,000
	Across from D-83		Taneycomo - Dock #5	\$	10,000
	North Park		Taneycomo - Dock #6	\$	10,600



Inland Marine

Dept	Unit #	Dept	Unit #	Dept	Unit #
	North Park		Taneycomo - Dock #7		\$ 10,600
	601 Compton Drive - Utilities		Taneycomo - Utilities City Dock		\$ 89,000
	300 S Box Car Willie Drive		Campground Fishing Dock #1		\$ 6,762
	300 S Box Car Willie Drive		Campground Fishing Dock #2		\$ 9,576
	300 S Box Car Willie Drive		Campground Fishing Dock #3		\$ 9,576
	300 S Box Car Willie Drive		Campground Fishing Dock #4		\$ 9,576
	300 S Box Car Willie Drive		Campground Fishing Dock #5		\$ 9,576
	50 N Boardwalk		North Beach Park Fishing Dock #1		\$ 6,762
	50 N Boardwalk		North Beach Park Fishing Dock #2		\$ 6,762
	2000 18' Flat Bottom Boat w/40 HP Motor		Nova	GMBJ3805H900	\$ 5,100
	2011 12' Tracker John Boat		Topper 12	BUJ066351011	\$ 1,000
			Total Inland Marine:		\$ 7,764,874

Coverage Notation:

Please note that it is extremely important that all properties are insured to value. Our responsibility as your agent is to convey the values of your properties to the carrier as reported by you, our client.



Commercial Automobiles – Composite Rating

Coverages:	Covered Autos	Limits
Liability	19*	\$ 1,000,000
Hired & Non-Owned Automobile Liability	8,9	Included
Hired Auto Physical Damage – Deductibles: \$1,000 Comp \$ 1,000 Collision	8	Included
Medical Payments	7	\$ 10,000
Uninsured Motorist	6	\$ 1,000,000
Underinsured Motorist	6	\$ 1,000,000

Unit Information:	Covered Autos	# of Units
Autos		176
Trailers		29

Commercial Auto Symbols:

(1) Any Auto (2) All Owned Autos (3) Owned Private Passenger Autos (4) Owned Autos Other Than Private Passenger Autos (5) All Owned Autos Which Require No-Fault Coverage (6) Owned Autos Subject to Compulsory Uninsured. Motorists. Law (7) Autos Specified On Schedule (8) Hired Autos (9) Non-Owned Autos (10) Excludes Physical Damage for All Self Propelled Units 1983 and Older. *(19) Any auto except those used in operations of the SMG Operations at Convention Center.

Endorsement Extensions:

- Emergency Vehicle Endorsement
- Fellow Employee Coverage
- Towing and Labor – Private Passenger Autos
- Employee Hired Auto Physical Damage
- Physical Damage to Volunteers or Employees Personal Auto

Exclusions include, but are not limited to:

Audit:

Subject to Audit

Annually



Workers' Compensation

Coverages:	Limits
Coverage A	Statutory
Employers' Liability Limits: Bodily Injury by Accident	\$ 1,000,000
Employers' Liability Limits: Bodily Injury by Disease per Employee	\$ 1,000,000
Employers' Liability Limits: Bodily Injury by Disease – Policy Limit	\$ 1,000,000

Experience Modification:	Rate
20/21 Mod 1.18	1.26

Payroll:	
Total Payroll	\$ 15,604,867

States:	Limits
States Covered	MO

Exclusions include, but are not limited to:

Audit:	
Subject to Audit	Annually



Risk Mitigation Services

Description:

The following is a brief description of the broker services that may be performed:

Educational seminars provided by Connell Insurance, Inc., HR services related to employee compensation, discipline, job descriptions, leaves of absence, organizational development, business policies and practices, safety, staffing and recruiting, risk management or loss control services that are not routinely available to all agency clients and that exceed the insurance-related risk evaluation and underwriting of an account, and that are frequently provided on a fee for service basis.

Referrals to third-party service providers through which an insured may receive a discounted rate, COBRA administration that goes beyond billing and collecting the insurance premiums for former employees that are to be forwarded to the contract holder or insurer, establishment and administration of employer-sponsored cafeteria plans, flexible spending accounts, and health reimbursement accounts, general tax preparation or accounting services, and legal services.

In addition to these services, Connell Insurance, Inc. may also provide additional services directly or through third party providers which may include human resource services, health management services, safety services, access to online services, and employee training services.

The use of these services is not a warranty or guaranty of insured's compliance with any federal, state, or local regulations.

Premium:

Risk Mitigation Services	\$	500.00
TRIA {Terrorism}		N/A
Risk Mitigation Services Total	\$	500.00

**Coverages**

Line of Coverage	Estimated Premiums
Property / Liability – City of Branson	\$ 365,482.00
Property / Liability – Branson Convention Center	\$ 108,518.00
Excess Earthquake Coverage	\$ 7,905.00
Cyber Liability	\$ 19,752.00
Workers' Compensation	\$ 490,927.00
Risk Mitigation Services	\$ 500.00
Total Estimated Premium:	\$ 993,084.00

Payment Plans

Line of Coverage	Payment Schedule	Payment Method
Property / Liability – City of Branson	Quarterly, Semi-Annual, or Annual Payments	Agency Bill
Property / Liability – Branson Convention Center	Quarterly, Semi-Annual, or Annual Payments	Agency Bill
Excess Earthquake Coverage	Annual Payment	Agency Bill
Cyber Liability	Annual Payment	Agency Bill
Workers' Compensation	Quarterly, Semi-Annual, or Annual Payments	Agency Bill
Risk Mitigation Services	Quarterly, Semi-Annual, or Annual Payments	Agency Bill

