

# == NOTICE OF MEETING ==

## BOARD OF ALDERMEN

*Regular Meeting – Tuesday, July 28, 2020 – 6:00 p.m.*  
Council Chambers – Branson City Hall – 110 W. Maddux

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### AGENDA

#### CALL TO ORDER

#### PLEDGE OF ALLEGIANCE

#### INVOCATION:

- **Jamie Rouch**

#### ROLL CALL

#### PUBLIC COMMENT:

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

#### CONSENT AGENDA:

- 1) **Approval of Board of Aldermen Minutes:**
  - a) **July 14, 2020 Regular Meeting**
- 2) **Acknowledge Receipt of Minutes:**
  - a) **Human Resources Committee meeting of February 19, 2020**
  - b) **Budget & Finance and Capital Improvement Committee joint meeting of May 28, 2020**
  - c) **Advisory Park Board meeting of June 16, 2020**
- 3) **Final Reading of Bill No. 5828 approving an Easement for Right of Way for recreational trails, trailhead and parking located on the Preserve Property and authorizing the Mayor to execute said Easement with the Lezah Stenger Foundation, 75% and the Fall Creek Partners, LLC 25%.**
- 4) **Final Reading of Bill No. 5829 accepting the proposal of Central Salt, LLC pertaining to the purchase of sodium chloride (rock salt) and enhanced deicer and authorizing the Mayor to execute the contract.**
- 5) **Final Reading of Bill No. 5830 amending the contract with Central Square Technologies pertaining to the purchase of an online module for employee self service and authorizing the Mayor to execute the contract.**

- 6) **Final Reading of Bill No. 5831 amending the contract with Central Square Technologies pertaining to the purchase of Central Square payment processing technology and authorizing the Mayor to execute the contract.**
- 7) **Final Reading of Bill No. 5832 amending the contract with Central Square Technologies pertaining to the purchase of an online module for business licenses and tourism tax payments and authorizing the Mayor to execute the contract.**
- 8) **Final Reading of Bill No. 5833 accepting the proposal of JCI Industries, Inc. for the rebuild or replacement of lift station pumps and authorizing the Mayor to execute the contract.**
- 9) **Final Reading of Bill No. 5834 amending Section 2-136 of the Branson Municipal Code pertaining to Dealings with employees by Board or Mayor.**
- 10) **Final Reading of Bill No. 5835 amending Section 2-77 of the Branson Municipal Code pertaining to Abstentions.**
- 11) **Final Reading of Bill No. 5836 approving the Sale of Real Estate to Rodriguez Real Estate Investment LLC and authorizing the Mayor to execute the contract.**

**REGULAR:**

- 12) **A Resolution approving the permanent closure of the Branson Recycle Center.**
- 13) **First Reading of Bill No. 5838 approving the Intergovernmental Cooperative Agreement between the City of Branson Police Department and the Pulaski County, Missouri Sheriff's Office pertaining to the donation of Digital Ally in-car camera equipment and authorizing the Mayor to execute the contract.**
- 14) **First Reading of Bill No. 5839 amending Chapter 94 of the Branson Municipal Code pertaining to Zoning.**
- 15) **First Reading of Bill No. 5840 approving Medium Density Residential (MDR) and Neighborhood Commercial (NC) Zoning for the properties located at 3855 Fall Creek Road.**
- 16) **First Reading of Bill No. 5841 approving High Density Residential (HDR) Zoning for the property located at 135 Lake Front Drive.**
- 17) **First Reading of Bill No. 5842 approving High Density Residential (HDR) Zoning for the property located at 150 Gunner Hill Lane.**

**REPORTS**

**ADJOURN**

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Lisa Westfall, City Clerk, 417-337-8522

Posted: July 23, 2020

At: \_\_\_\_\_ By: \_\_\_\_\_

# MINUTES

THE REGULAR MEETING OF THE  
BOARD OF ALDERMEN  
CITY OF BRANSON, MISSOURI  
July 14, 2020

## INTRODUCTORY

The Board of Aldermen of the City of Branson, Missouri, met in regular session in the Council Chambers of the City Hall on July 14, 2020, at 6:00 p.m. Mayor Akers called the meeting to order with the "Pledge of Allegiance," the Preamble of the Missouri Constitution and Ted Martin gave the invocation.

## ROLL CALL

City Clerk Westfall called roll: Mayor Akers presiding, Jamie Whiteis, Bob Simmons, Bill Skains, Larry Milton and Jeff Seay. Absent: Kevin McConnell.

## AWARDS / RECOGNITIONS

### Employee of the Month

Alderman Larry Milton presented Corey Powell of the Public Works and Engineering Department as the July Employee of the Month in recognition for displaying City of Branson Values.

## PUBLIC COMMENT

Mayor Akers began the Public Comments section of the Board of Aldermen meeting and stated in order to give everyone a chance to speak tonight I would like to ask if you are speaking on an item that you keep your comments succinct, to the topic and as short as possible. You will be allowed to only speak once on an item and please do not repeat what has already been said by another person. Once public discussion has ended on the item and the Board starts their discussion, no additional comments will be taken from the audience unless an Alderman wishes to call someone back up for clarification. Please remember to speak into the mic, state your name and address for the record. We do have a five minute time limit, we try to keep as sharp to that as we can so as you come forward as your name is called, you have five minutes and it will be up on the board for you to keep track.

Doug Clark, 121 A St. Andrew's Street, Branson, Missouri, expressed his concerns about testing for COVID-19. He explained there are a lot of variabilities in measuring testing, testing results and mechanics of tests. It's so convoluted and there is really no empirical data that adds up to give the information people should have. He addressed the issue of contact tracing and tracking that's been implemented and he mentioned one of the maintenance men where he lives has a neighbor who tested positive and he's now being quarantined for two weeks. Mr. Clark said he doesn't know how far this will be taken, but feels it could be a situation where there's going to be a large number of people if these particular tests are used. His main complaint about these tests is they really don't do what they're supposed to do. The PCR test does not measure a virus, but measures a particle of a DNA and is very inaccurate with about 80% negatives and 30% positives. Within the last couple of days, Florida Atlantic University tested 3,500 people and almost all of them were positive tests which is almost impossible. He explained people are also given a second test, a serology test, which tests for antibodies, so neither one of these tests actually tests for the specific COVID-19 virus. He stated he's not a scientist, but he reads

a lot of scientific material and feels it's a problem that people are trying to find something they can't identify or specifically say it's an actual virus causing all this stuff. He mentioned seeing a discussion from the city council of Collin, Texas, in which they were discussing new requirements for counting cases. He was astounded and explained it really didn't make sense to start with, but the PowerPoint presentation from their county's health department contained a new cases definition and new criteria for death. Mr. Clark explained it's basically if it's a probable case, there are two criteria and he gave an example of if someone tests positive, tracers and trackers will ask them everywhere they've been. If there are 15 people in their circle of influence, and again it's a PCR test, they don't even test these people within 14 days. They don't count those people as a case until they get asymptomatic, maybe even symptomatic, and these are the new rules. If there's a person not showing any symptoms with the same number of people involved with, they also do not count the case or test these people either, but yet they're counted as an actual case number. He clarified the problem is if one person tests positive, then there are 15 more they're counting and is the reason for the explosion of counts. He added, there's more to it than this even, because deaths are being counted the same way. If someone dies and it's thought they died from COVID-19, it doesn't matter what the death certificate says initially. They're just going to plug COVID-19 in and the only thing these people were worried about at the city council meeting was how it was going to embarrass them if they had to describe this to the public. Mr. Clark feels people need to rethink about what's being done because there's a lot more to this than meets the eye. If he were one of the people considering doing what the Board's considering doing on Thursday, he would want to have all information from all sources he could find in order to make a decision.

Leah Parker, 120 Forest Bluff Drive, Walnut Shade, Missouri, thanked the Board for allowing her to speak and introduced herself as a registered nurse and naturopath. She's lived in Branson, chose to raise her children and grandchildren here and she loves this town. The reason she's here tonight is to voice her concerns about the mask issue since the Board's been tasked with the decision-making. The reason she's concerned is not for people to wear masks, but because of what she's seeing from people coming to her who are forced to wear masks and now have headaches or no longer feel good. She clarified, not everyone, because everyone's genetics are not the same and everyone will be affected differently. She expressed her concerns that the Board is talking about this because she's studied Kary Mullis extensively who was the creator of polymerase chain reaction. He passed away last year and said emphatically it is never to be used for diagnostics, because it's impossible to isolate the entire viral sequence. It only tests for fragments after amplification and it's not to be used for diagnostics and she questioned the people that are reportedly passing away from this. She clarified she's not saying there's not a COVID-19, but is saying people don't have accurate testing for that. Living in America, she believes adults and business owners should have the freedom and choice to decide whether or not to wear a mask and as a nurse she'll tell the Board it's not as healthy as people would think. Ms. Parker explained they get dirty, there are viruses on them and tests have shown the amount of carbon dioxide in them is way above the level that's good for the body. She understands adults should know if they're sick to stay home, and yes, there are going to be people who might not do that, but as a tourist town people are not going to want to come if they have to wear a mask. She added, they're just not and that's the way it is because she's heard it over and over as her husband has a business in town. Ms. Parker said they've chosen to make this their home, they love it here and don't want to have to go somewhere else, but she's concerned about the health of the businesses and people. She believes freedom is freedom and that should be taken into consideration when making a decision for an entire town. She believes whatever God people pray to and are held accountable to, that they pray about this tough situation here. Ms. Parker commented if people were dropping dead from COVID-19 in Branson without any other symptoms, people would know about it, but there isn't accurate testing. She encouraged the Board to read about Kary Mullis and feels they should take the time to do that.

Kimberly Vaughn, 3080 Bluebird Road, Merriam Woods, Missouri, mentioned last month she addressed the Board and discussed banning the sale and display of Confederate memorabilia within Branson's family-friendly Entertainment District. She gave the Board and Mayor historical contexts from experts and examples of bans from people she thought they respected, such as military and congressmen. She reported with the exception of two members, the Board, Mayor and other City officials chose inaction, evasion, tokenism, denial and even the seating of misinformation. She explained the Mayor claimed he didn't recognize anyone as being local. Ms. Vaughn said like Nazi symbolism, Confederate memorabilia is the epitome of subjugation, murder and the oppression of millions. Anything to the contrary has been proven to be the teachings of the Confederates' lost-cause narrative that has been perpetuated by those who either had the privilege of not being oppressed or those who are actively

seeking to continue the oppression. She feels the sale of confederate symbolism is abhorrent and asked the Board if it could imagine a couple with active ties to Nazis coming to set up shop on 76 Country Boulevard to sling Nazi memorabilia under the guise of celebrating their heritage. She inquired if the Mayor and Board would still choose to turn their heads and she explained Confederate memorabilia belongs in a museum like its counterpart, Nazi memorabilia. Ms. Vaughn mentioned the Mayor, Board of Aldermen and the City's Planning and Zoning Commission have the power to prevent any type of business or sale in the display of any items within any district they so choose. They have proven this by amending zoning regulations to prevent strip clubs, sex shops and medicinal cannabis dispensaries from the Entertainment District. She feels when presented with new facts and information, it's imperative as an evolving human to change opinions accordingly. She believes the Board is being given the chance to do what's right and she promised that she and others will continue to show up to every meeting to remind the Board what and who it's protecting. Until it either has a change of heart or is simply so embarrassed by its blatant protection of a racist symbol that it chooses to act and amend zoning regulations to ensure the community's so-called values. Ms. Vaughn commented with seven to nine million visitors each year, Branson needs to be a welcoming community to all people which she feels right now is just not the case. She explained this store and their merchandise are not only a stain on the town and to the Board's careers at this point, but also a clear statement on where its morals or lack thereof lie. She commented the time is always right to do what is right and she asked the Board to ban the sale and display of Confederate memorabilia within Branson's Entertainment District, with the exception of museums.

Kelsey Allen, 163 Country Ridge Way, Branson, Missouri, reported a small victory when most of the Confederate flags came down at Dixie Outfitters. However, she noticed nowhere on the agenda is there anything about banning Confederate memorabilia in the Entertainment District and asked why that is. She pointed out the Board is already aware it's happening right in the middle of the City and she asked if that's what it supports. Ms. Allen commented, right now we are in the middle of a Civil Rights Movement and she understands it's unconstitutional to shut this place down. She explained what is constitutional is banning Confederate memorabilia in the Entertainment District with the exception of museums, which would ensure another business of this nature can't pop up later down the road. She provided the definition of anti-racism which includes beliefs, actions, movements and policies adopted or developed to oppose racism. She asked the Board if it was going to allow the City of Branson to be a safe haven for racists, or if the community could unify efforts to stand with anti-racism. She agreed with Ms. Vaughn's comment that the time is always right to do what is right. (See attached handout)

Teresa Nguyen, 314 North Fork, Branson, Missouri, explained she'll be talking about the protest on June 26<sup>th</sup> and her experiences about it. She mentioned attending the protest to close Dixie Outfitters or get rid of Confederate memorabilia and she noticed most of the people supporting Dixie Outfitters and the Confederate flag were not wearing masks during a pandemic while most of the protesters were wearing masks. She also noticed there were at least five counter-protesters who brought guns and assault rifles to the protest. She reported a lot of counter protesters were insulting the protesters and threatening people of color, so protesters had to hide people of color behind them to protect them. She was included even though she doesn't think it was at her, but more at her black friends. She mentioned some of the protesters were shouting insults as well to start a fight with the counter-protesters, but fortunately other protesters would quiet them down to prevent fights from starting and maybe have the police against the protesters. Ms. Nguyen felt the most interesting thing she noticed was when the protestors began shouting the Hail Mary prayer, counter-protestors began cranking up their patriotic music to cover up the prayers. She commented if Dixie Outfitters is trying to promote southern heritage, faith, family and freedom she believes its supporters aren't proving those values. She feels if cranking up patriotic music to cover up people praying is supposed to promote faith, it's not very convincing. If Dixie Outfitters' supporters are bringing guns to scare the protesters from expressing their freedom of speech, that's not a convincing argument either. If threatening violence against people of color in front of tourists is supposed to promote Dixie Outfitters being family-friendly, she believes that's also not a convincing argument. She and many others believe Dixie Outfitters is promoting hatred and racism rather than the values it has been boasting about. Branson is already known for a viral video that promoted racism, the Confederate flag and supported Dixie Outfitters. She and many others have said they don't want Branson to be a safe haven for racists and hatred. She believes if Branson wants to be known as a family-friendly town, then it has to close Dixie Outfitters and while she knows that's not constitutional, she feels Confederate memorabilia should be banned.

Dylan Ochoa, 215 College View Drive, Hollister, Missouri, introduced himself as a life-long citizen of Branson. He was born and raised here, went to College of the Ozarks, is still here and never left. He cares very much about the people of the community, the people as a whole and the people it brings in. He thinks it serves in the best interest of everybody that everyone's well-being is protected at any cost. He explained with his comments he doesn't mean to be rude, but bold, because this is how it is. In this country the government is ran by the people and for the people which means the government works for the people to serve their best interests. Mr. Ochoa pointed out everyone on the Board works for him, everybody in the audience and they have a duty to serve and protect. He firmly believes it's in the best interest of everybody to mandate provisions that will require the usage of not just face masks, but also social distancing in town. Mr. Ochoa commented Branson is a petri dish for COVID-19 and according to Branson Tourism Center, it has approximately 7.2 million visitors each year. While he can't say how many Branson has had so far this year, he can say business has been booming in the last few weeks. He currently works in hospitality and his employer is taking provisions to ensure that everyone is safe; however, it's not taking precautions to cause customers to come in and just make sure that not just their safety is protected, but that employees are as well. He explained employees have to wear masks, there are glass coverings in front of their desks, but several customers step to the side and come face to face with him to talk with no mask on them. He expressed that is not something that's safe and not something that's going to stop the spread of the COVID-19 virus. Mr. Ochoa explained to everyone present and those watching the livestream that being asked to wear a mask is not a retraction of liberties. People aren't under a communist system when the government asks them to take precautions to prevent the spread of a virus. He added, it isn't even a year old, people hardly know anything about it and he feels it's better to be safe than sorry. Mr. Ochoa feels being asked to be considerate of others' safety in the wake of a pandemic that he, his friends, the City and his family have never seen before is not a retraction of Liberties. These precautions are vital to containing and stopping the spread of this virus and he called on the Board because it's here to serve the best interest of the community, it's people and the people who travel to it. He believes when it neglects the safety and interests of the people it's chosen to serve, it's not just betraying the people in the City, but the country. He urged the Board to make the right decision, require masks in public, require these provisions and keep Branson safe.

Josh Fracol, 301 Woodland Hills Drive, Walnut Shade, Missouri, explained he'll be speaking about banning Confederate memorabilia in Branson and COVID-19 precautions. He mentioned attending the first protest in Branson and feels his experience was kind of weird. He believes Branson should ban the selling of merchandise with the Confederate flag and the Confederate flag. He recalled at the first protest there were multiple police officers at the Branson Scenic Railway who were kind of just staring at the protestors. He noticed at the third protest they were there supporting the protestors and he asked why they weren't there the first two times. He personally found this very odd, off-putting and upsetting. As far as these protests go with Dixie Outfitters, he doesn't believe the City should shut it down as that's unconstitutional, but thinks it should ban Confederate flag memorabilia in Branson. Mr. Fracol inquired if Branson's going to call itself a community that serves the public and is family-friendly, why is it supporting that if it's not going to support it in the school districts or anything else.

Adele Groote, 471 Table Rock Heights, Hollister, Missouri, thanked the Board for allowing her to remove her mask while speaking. She commented everyone is living in a time where unruly crowds and violence command attention on a daily basis. Since the last Aldermen meeting of June 23<sup>rd</sup>, she's viewed two videos involving the Branson Police Department. One video from a news source showing a great deal of footage of a protest occurring on West 76 Country Boulevard regarding a local business. The other was a social media post dealing with a nail salon patron in Branson causing a disturbance over wearing a mask. She feels the Branson police force in both instances displayed the highest standards of service and professionalism in dealing with both of these extremely agitated situations. She commended the Police Department for living out their values and striving to provide and conduct themselves with integrity, compassion and accountability when it would be so easy to not do so. She also commended Police Chief Jeff Matthews as he was present in both of these videos. She expressed her appreciation to be a citizen of this County and to watch an officer and Chief lead by example. Ms. Groote believes personal leadership is fundamental in providing positive teamwork and structure.

# 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 regarding 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. Decorum is often defined by the dictionary as proprietary or good taste in conduct or appearance and one of the many definitions of order is the state of peace, freedom from confusion or unruly behavior and respect for law and proper authority. We've had in the past abstentions. 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 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 of these meetings that any abstention by any member of the Board during the 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. Marcia Schemper-Carlock, 113 Winged Foot Drive, Branson, Missouri, Director of Taney Hills Library requested Item Number 4 be removed from the Consent Agenda and placed on the Regular Agenda. Mayor Akers asked if any member of the Board had any items they wished to have removed from the Consent Agenda. City Clerk Lisa Westfall announced City Staff has requested Item Number 3 be removed from the Consent Agenda and placed as the first item on the Regular Agenda. Mayor Akers asked City Clerk Lisa Westfall to read the items on the Consent Agenda as amended. City Clerk Lisa Westfall read the following Consent Agenda items by title.

#### Approval of Board of Aldermen Minutes:

- a) June 18, 2020 Study Session
- b) June 23, 2020 Regular Meeting
- c) July 7, 2020 Special Meeting

#### Acknowledge Receipt of Minutes:

- a) Planning Commission Regular Meeting of May 5, 2020
- b) Planning Commission Study Session of June 2, 2020
- c) Planning Commission Regular Meeting of June 2, 2020

#### **BILL NO. 5827**

**Ord. No. 2020-0071**

#### **Amending Chapter 2 Section 28 of the Branson Municipal Code pertaining to Administrative/supervisory committees.**

Final Reading of Bill No. 5827, an ordinance amending Chapter 2 Section 28 of the Branson Municipal Code pertaining to Administrative/supervisory committees was read by title by City Clerk Lisa Westfall. Voting aye: Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Absent: McConnell. Motion carried. Ordinance No. 2020-0071 was duly enacted.

Mayor Akers opened the floor for a motion to approve all items on the Consent Agenda as amended. Alderman Skains moved to approve all items on the Consent Agenda, seconded by Alderman Milton. Voting aye: Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Absent: McConnell. Motion carried.

# REGULAR AGENDA

**BILL NO. 5825**  
**Ord. No. 2020-0069**

**Approving the modification of the Energy Performance Loan with Central Bank of Branson.**

Final Reading of Bill No. 5825, an ordinance approving the modification of the Energy Performance Loan with Central Bank of Branson 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. 5825. 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. Discussion. Alderman Simmons moved to amend Bill No. 5825 by replacing Exhibit "1" of the ordinance with Revised Exhibit "1" dated July 15, 2020, seconded by Alderman Skains. Mayor Akers asked for anyone in the audience wishing to speak regarding the amendment. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Mayor Akers called for a vote on the amendment. Voting aye: Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Absent: McConnell. Motion carried. Mayor Akers asked for anyone in the audience wishing to speak regarding Bill No. 5825 as amended. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Absent: McConnell. Motion carried. Ordinance No. 2020-0069 was duly enacted.

**BILL NO. 5826**  
**Ord. No. 2020-0070**

**Approving the contract with Branson Housing Authority pertaining to the transfer of ownership of property from the Branson Housing Authority to the City of Branson.**

Final Reading of Bill No. 5826, an ordinance approving the contract with Branson Housing Authority pertaining to the transfer of ownership of property from the Branson Housing Authority to the City of Branson was read by title by City Clerk Lisa Westfall. Mayor Akers asked for a motion approving Bill No. 5826. Alderman Skains so moved, seconded by Alderman Seay. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter.

Marcia Schemper-Carlock, mentioned the last time the Board met on this issue she had a question about whether or not this was going to be a public parking lot. She thought the language in the contract was going to be changed to reflect that, but she doesn't see any changes. She explained as she pointed out the last time, there is a parking issue at the Taney Hills Library. Ms. Schemper-Carlock commented a number of thrift shop workers park their cars along that street and because of the slope and amount of traffic, they would greatly appreciate having a lot where they could park their cars more safely and cross the street. She said she doesn't see that language and is looking for clarification. She inquired if there will be signs saying public parking or available to the public and she looks forward to this coming up again. Discussion.

Mayor Akers asked for comments from the Board. Discussion. Voting aye: Whiteis, Simmons, Skains and Seay. Nays: Milton. Absent: McConnell. Motion carried. Ordinance No. 2020-0070 was duly enacted.

**RESOLUTION NO.**  
**2020-R013**

**Approving a Special Event Permit for the 47<sup>th</sup> Autumn Daze Arts, Crafts and Music Festival.**

A Resolution approving a Special Event Permit for the 47th Autumn Daze Arts, Crafts and Music Festival was read by title by City Clerk Lisa Westfall and a staff report was provided by Planning and Development Director Joel Hornickel. Mayor Akers asked for a motion adopting the resolution. Alderman Skains moved to adopt, seconded by Alderman Seay. 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: Whiteis, Simmons, Skains,

Milton and Seay. Nays: none. Absent: McConnell. Motion carried. Resolution No. 2020-R013 was adopted.

**BILL NO. 5828**

**Approving an Easement for Right of Way for recreational trails, trailhead and parking located on the Preserve Property and authorizing the Mayor to execute said Easement with the Lezah Stenger Foundation, 75% and the Fall Creek Partners, LLC 25%.**

First Reading of Bill No. 5828, an ordinance approving an Easement for Right of Way for recreational trails, trailhead and parking located on the Preserve Property and authorizing the Mayor to execute said Easement with the Lezah Stenger Foundation, 75% and the Fall Creek Partners, LLC 25% was read by title by City Clerk Lisa Westfall and a staff report was presented by Public Works Director and City Engineer Keith Francis. Mayor Akers asked for a motion approving Bill No. 5828. Alderman Whiteis so moved, seconded by Alderman Skains. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter.

Marshall Howden, 106 Rose Oneil Drive, Branson, Missouri, inquired which trail was the most recent trail before this one to be instituted in Branson. Discussion.

Mayor Akers asked for comments from the Board. Discussion. Voting aye: Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Absent: McConnell. Motion carried.

**BILL NO. 5829**

**Accepting the proposal of Central Salt, LLC pertaining to the purchase of sodium chloride (rock salt) and enhanced deicer.**

First Reading of Bill No. 5829, an ordinance accepting the proposal of Central Salt, LLC pertaining to the purchase of sodium chloride (rock salt) and enhanced deicer and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was presented by Public Works Director and City Engineer Keith Francis. Mayor Akers asked for a motion approving Bill No. 5829. Alderman Simmons 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: Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Absent: McConnell. Motion carried.

**BILL NO. 5830**

**Amending the contract with Central Square Technologies pertaining to the purchase of an online module for employee self service.**

First Reading of Bill No. 5830, an ordinance amending the contract with Central Square Technologies pertaining to the purchase of an online module for employee self service 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. 5830. Alderman Skains so moved, seconded by Alderman Seay. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter.

Audrey Richards, 265 Buzz Street, Branson, Missouri, mentioned having a couple of technical questions and recalled a year ago the Board passed a bill to upgrade the servers to 2012 software and she asked if this was correct. She inquired if the upgrade had been completed yet and if this was hosted by Central Square Technologies. She expressed her concerns about hosting certain data with private companies, because she was assuming the City was hosting it with its servers. Ms. Richards asked about the duration of the software license and if Central Square Technologies has provided good technical support. She had contacted them and in response to her questions she was given the run-around which made her concerned as to the level of support, accuracy and efficacy they're willing to give to the City of Branson and she inquired if the City was comfortable with that level of support. She

asked the City to consider the seriousness of its technological infrastructure as she doesn't believe it's considered a priority when it should be. Ms. Richards expressed concerns over the City having vulnerabilities since the 2012 software went end of life in February and the R2 software went end of life in 2018. The lack of investment in the technological infrastructure of the City worries her and is why anytime something like this comes up, she wants to make sure the City understands it's a priority. Ms. Richards mentioned working for the Treasury Department and understands how important technological infrastructure is when it comes to government and she doesn't see that reflected in the City's priorities. She reiterated this is her concern and she understands the need to fund things that are also priorities, but doesn't believe this has been reflected. She added, especially when the IT Department is not necessarily happy with it, because it meets the bare minimum standards of staying online and doing what it's supposed to do. She believes taxpayer dollars should go to something a little bit more than that and clarified she understands confidentiality, but her question was more of a general nature. She explained she was under the impression it was going to be operating on the City's servers and was simply asking about compatibility issues. Discussion.

Mayor Akers asked for comments from the Board. Discussion. Voting aye: Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Absent: McConnell. Motion carried.

**BILL NO. 5831**

**Amending the contract with Central Square Technologies pertaining to the purchase of Central Square payment processing technology.**

First Reading of Bill No. 5831, an ordinance amending the contract with Central Square Technologies pertaining to the purchase of Central Square payment processing technology 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. 5831. 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. Discussion. Voting aye: Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Absent: McConnell. Motion carried.

**BILL NO. 5832**

**Amending the contract with Central Square Technologies pertaining to the purchase of an online module for business licenses and tourism tax payments.**

First Reading of Bill No. 5832, an ordinance amending the contract with Central Square Technologies pertaining to the purchase of an online module for business licenses and tourism tax payments 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. 5832. Alderman Milton so moved, seconded by Alderman Whiteis. 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: Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Absent: McConnell. Motion carried.

**BILL NO. 5833**

**Accepting the proposal of JCI Industries, Inc. for the rebuild or replacement of lift station pumps.**

First Reading of Bill No. 5833, an ordinance accepting the proposal of JCI Industries, Inc. for the rebuild or replacement of lift station pumps and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was presented by Utilities Director Mike Ray. Mayor Akers asked for a motion approving Bill No. 5833. Alderman Skains so moved, seconded by Alderman Seay. 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: Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Absent: McConnell. Motion carried.

**BILL NO. 5834**

**Amending Section 2-136 of the Branson Municipal Code pertaining to dealings with employees by Board or Mayor.**

First Reading of Bill No. 5834, an ordinance amending Section 2-136 of the Branson Municipal Code pertaining to dealings with employees by Board or Mayor was read by title by City Clerk Lisa Westfall and a staff report was presented by City Attorney Chris Lebeck. Mayor Akers asked for a motion approving Bill No. 5834. Alderman Seay so moved, seconded by Alderman Simmons. 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: Whiteis, Simmons, Skains and Seay. Nays: Milton. Absent: McConnell. Motion carried.

**BILL NO. 5835**

**Amending Section 2-77 of the Branson Municipal Code pertaining to Abstentions.**

First Reading of Bill No. 5835, an ordinance amending Section 2-77 of the Branson Municipal Code pertaining to Abstentions was read by title by City Clerk Lisa Westfall and a staff report was presented by City Attorney Chris Lebeck. Mayor Akers asked for a motion approving Bill No. 5835. Alderman Skains so moved, seconded by Alderman Seay. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter.

Marshall Howden, 106 Rose Oneill Drive, Branson, Missouri, said he'd like to respectfully be blunt in his comments and referred to when there's talk about any two members of the Board. He mentioned hearing a lot about one alderman doesn't equate to the Board, but feels that's somewhat of an opinion. By his estimation, one alderman does have prerogative to bring up or advocate for something and he thinks it would be easier to define what he's trying to say if people didn't run as independents like they do in Branson. He gave an example of a Board with three Democrat and three Republican Aldermen and said if there was kind of a three to three split on some issues, in that case the Mayor would caucus with one of the sides as well as the City Administrator and City Attorney. He feels the Board should be careful in what it's trying to allude to and believes it sounds a lot like trying to discourage dissent on the Board of Aldermen by saying it has to be the whole Board. He explained in that case, the whole Board is not always going to agree on everything and he asked the Board to be careful with that language. Mr. Howden commented it's basically eliminating the filibuster which is something that's talked about in Congress. He asked the Board not to think this isn't just as much a parliamentary procedure as the ones used before. Discussion.

Mayor Akers asked for comments from the Board. Discussion. Voting aye: Whiteis, Simmons, Skains and Seay. Nays: Milton. Absent: McConnell. Motion carried.

**BILL NO. 5836**

**Approving the Sale of Real Estate to Rodriguez Real Estate Investment LLC.**

First Reading of Bill No. 5836, an ordinance approving the Sale of Real Estate to Rodriguez Real Estate Investment LLC and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was presented by City Attorney Chris Lebeck. Mayor Akers asked for a motion approving Bill No. 5836. Alderman Simmons so moved, seconded by Alderman Whiteis. 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: Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Absent: McConnell. Motion carried.

# APPOINTMENTS

Mayor Akers stated this appointment process is in accordance with the Board and Committee Appointments Procedure. Mayor Akers asked if any Aldermen would like for any appointment to be pulled off the slate to be voted on individually. Hearing none, Mayor Akers requested the following slate of appointments be made for Category 1:

## **Category 1:**

### **Advisory Park Board:**

Scott Wuest, Appointment to the Advisory Park Board with a term expiring June 2023.

Candace Sullinger, Appointment to the Advisory Park Board with a term expiring June 2023.

Jennifer Holder, Appointment to the Advisory Park Board replacing Garrett Vanderpool with a term expiring June 2023.

Mica Farley, Appointment to the Advisory Park Board replacing Jamie Whiteis with a term expiring June 2023.

### **Planning Commission:**

Phillip Loyd, Appointment to the Planning Commission with a term expiring April 2024.

Chuck O'Day, Appointment to the Planning Commission with a term expiring April 2024.

Mayor Akers asked for a motion approving the appointments as listed for Category 1. Alderman Skains so moved, seconded by Alderman Whiteis. Mayor Akers asked for comments from the Board. No discussion. Voting aye: Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Absent: McConnell. Motion carried.

## **Category 2:**

Mayor Akers stated next are the appointments to be made for Category 2. The following names will be voted on as a slate by the Board instead of a ballot due to there being 3 vacancies and 3 applicants. Mayor Akers asked if any Aldermen would like for an appointment to be pulled off the slate to be voted on individually. Hearing none, Mayor Akers requested the following slate of appointments be made for Category 2:

### **Board of Appeals:**

Allen Johnson, Appointment to the Board of Appeals with a term expiring April 2025.

Billy Ong, Appointment to the Board of Appeals replacing Larry Houge with a term expiring April 2025.

Jennifer Deall, Appointment to the Board of Appeals replacing Scott Beanland with a term expiring April 2025.

Mayor Akers asked for a motion approving the appointments as listed for Category 2. Alderman Skains so moved, seconded by Alderman Simmons. Mayor Akers asked for comments from the Board. No discussion. Voting aye: Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Absent: McConnell. Motion carried.

## **Category 3:**

Mayor Akers stated next are the appointments to be made for Category 3. He stated Appointments to the Budget and Finance Committee will be voted on by ballot. The 2 applicants

receiving the most votes by the Mayor and Board will be approved as the appointments to the Budget and Finance Committee with terms expiring April 2021. Mayor Akers asked for a motion to vote by ballot on the following applicants for the Budget and Finance Committee:

**Budget and Finance Committee:**

Samuel Virnig

Stephen Marshall

Rod Romine

Richard Dalba

Pamela Yancey

David Cushman

Alderman Skains so moved, seconded by Alderman Seay. Mayor Akers asked for any comments from the Board. No discussion. Voting aye: Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Absent: McConnell. Motion carried. Mayor Akers stated the Board will be voting by ballot and the City Clerk will read the results. He asked the Aldermen to please vote for 2 applicants. City Clerk Lisa Westfall read the results of the vote: Alderman Milton voted for Stephen Marshall and Rod Romine, Alderman Skains voted for Pamela Yancey and David Cushman, Mayor Akers voted for Rod Romine and Pamela Yancey, Alderman Simmons voted for Rod Romine and Pamela Yancey, Alderman Whiteis voted for Pamela Yancey and David Cushman and Alderman Seay voted for Rod Romine and David Cushman. The result of the vote is Stephen Marshall – 1 vote, Rod Romine – 4 votes, Pamela Yancey – 4 votes, David Cushman – 3 votes. Rod Romine and Pamela Yancey will serve on the Budget and Finance Committee for the City of Branson with terms expiring April 2021.

Mayor Akers stated next are the appointments to be made for Capital Improvement Committee to be voted on by ballot. The 2 applicants receiving the most votes by the Mayor and Board will be approved as the appointments to the Capital Improvement Committee with terms expiring April 2021. Mayor Akers asked for a motion to vote by ballot on the following applicants for the Capital Improvement Committee:

**Capital Improvement Committee:**

Samuel Virnig

Jerry Buckley

Michael Pinkley

Alderman Skains so moved, seconded by Alderman Milton. Mayor Akers asked for any comments from the Board. No discussion. Voting aye: Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Absent: McConnell. Motion carried. Mayor Akers stated the Board will be voting by ballot and the City Clerk will read the results. He asked the Aldermen to please vote for 2 applicants. City Clerk Lisa Westfall announced the results of the vote: Alderman Milton voted for Jerry Buckley and Michael Pinkley, Alderman Skains voted for Jerry Buckley and Michael Pinkley, Mayor Akers voted for Jerry Buckley and Michael Pinkley, Alderman Simmons voted for Jerry Buckley and Michael Pinkley, Alderman Whiteis voted for Samuel Virnig and Michael Pinkley and Alderman Seay voted for Jerry Buckley and Michael Pinkley. The result of the vote is Jerry Buckley – 5 votes, Michael Pinkley – 6 votes, Samuel Virnig – 1 vote. Jerry Buckley and Michael Pinkley will serve on the Capital Improvement Committee for the City of Branson with terms expiring April 2021.

Mayor Akers stated next are the appointments to be made for Human Resources Committee to be voted on by ballot. The 2 applicants receiving the most votes by the Mayor and Board will be approved

as the appointments to the Human Resources Committee with terms expiring April 2021. Mayor Akers asked for a motion to vote by ballot on the following applicants for the Human Resources Committee:

**Human Resources Committee:**

Kenn Tilus

Christina Matney

David Wood

Dale Smith

Bryan Cossiboom

Alderman Skains so moved, seconded by Alderman Milton. Mayor Akers asked for any comments from the Board. No discussion. Voting aye: Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Absent: McConnell. Motion carried. Mayor Akers stated the Board will be voting by ballot and the City Clerk will read the results. He asked the Aldermen to please vote for 2 applicants. Alderman Milton voted for Christina Matney and Bryan Cossiboom, Alderman Skains voted for Kenn Tilus and Christina Matney, Mayor Akers voted for Kenn Tilus and Bryan Cossiboom, Alderman Simmons voted for Kenn Tilus and Bryan Cossiboom, Alderman Whiteis voted for Kenn Tilus and Bryan Cossiboom, Alderman Seay voted for Kenn Tilus and Bryan Cossiboom. The result of the vote is Ken Tilus – 5 votes, Bryan Cossiboom – 5 votes and Christina Matney – 2 votes. Kenn Tilus and Bryan Cossiboom will serve on the Human Resources Committee for the City of Branson.

## **DISBURSEMENTS**

Mayor Akers stated the next item is the review of disbursements [(June 4, 2020 through June 26, 2020) See Master File for copies of disbursements] Mayor Akers asked if there were any questions regarding the disbursements. No discussion. Mayor Akers asked for a motion to acknowledge the receipt of disbursements from June 4, 2020 through June 26, 2020. Alderman Skains so moved, seconded by Alderman Milton. Mayor Akers asked for any comments. No discussion. Voting aye: Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Absent: McConnell. Motion carried.

## **MAYOR/ALDERMEN/ADMINISTRATOR'S REPORTS**

Alderman Whiteis shared he enjoyed his training with the Missouri Municipal League (MML) last Friday.

Alderman Simmons expressed his appreciation for the Mayor sending the Board all of the information he's received with comments from the public about masks and the meeting on Thursday. He said he certainly appreciates that input and is sure everyone on the Board is reading everything they can get their hands on.

Alderman Skains said he'd like to reiterate the same thing that he and Alderman Milton said at the previous meeting and that is they abhor the actions of the Ku Klux Klan (KKK). He reported the things the lady said on film she did apologize for and he thinks there are at least two Aldermen who were mischaracterized who sit in front. He explained it was their first meeting and he feels they were gob smacked by that and he thought they were treated unfairly by people who said some things.

Alderman Milton commented he'd like to publicly acknowledge he's had numerous inquiries about the meeting on Thursday and the question of it being set at 2:00 p.m. Many people have expressed how important of a decision this is and how much they want to share their opinion with the Board. They felt it was uninviting to set a meeting at 2:00 p.m. on a Thursday in the middle of the week when many people have to work. Some comments were maybe it's convenient for the Board or the

Mayor, but it sure isn't convenient if the Board truly wants to ask for public input. He recalled when the initial invite went out, he had asked if the meeting time could be changed from 2:00 p.m. to 5:30 p.m. or 6:00 p.m. Everyone can see what the result was, so he just wanted to make it public that at least he tried asking to change the time.

Alderman Seay encouraged everyone to send the Board emails and mentioned the Board is getting a lot of them, but can handle it. He doesn't specifically think people have to email their Ward Aldermen since the Board is all one big ward on this and he asked for them to keep coming.

City Administrator Stan Dobbins said he just wants to make sure everybody hears his comments and he told Marshall Howden he doesn't speak for him. He emphasized he never has the authority to speak for him and explained the Board gives him tasks and if four of them want something done, he tries to get it done and Howden doesn't have any idea how he thinks or what he believes. He commented there are some young ladies sitting here that he completely supports, but he also has to support the Constitution of this great country. He thinks there's a way to get done what they want done, but it has to be worked about in a different fashion. He encouraged everyone to please come back and talk to the Board to see what can be done to be productive. City Administrator Dobbins explained he doesn't have an opinion about how the Board votes on anything that he shares with anyone. He mentioned being raised in a very small town where a man's word meant something and no one could lie about him or lie to him because their parents or the community took care of the problem. He said he only came into this world with his name and that's the only thing anyone is going out with is their name. He asked people to never think they can speak for anyone except themselves, because people can use, lie and manipulate them and he asked Mr. Howden to not allow anyone to do this as he's too good of a person for that.

Mayor Akers expressed his appreciation for the training and felt there was a great meeting that City Staff went to a lot of work to put together. He mentioned going to Jefferson City to visit with people and meet others from fourth class cities which he feels is important. He stressed the importance of getting the information the Board needs to be able to do its job here and he mentioned having one person inquire about the 2:00 p.m. meeting time. Mayor Akers said he was the one who set that time, so if there's anyone to blame it's him. He explained his reasoning was 2:00 p.m. isn't around meal time so a lot of restaurant businesses might be able to make it, theaters have shows at night and can't come in the evening and the biggest factor being Department Directors who work at the City have to stay late when there's a late meeting. He pointed out there's the meeting tonight and they're all here, so he set the 2:00 p.m. meeting on purpose and he takes full responsibility for it. He commented this City is everyone's home and is not going to get anywhere unless everyone starts working together and communicating. He mentioned putting out a proclamation sharing his problem with hate issues going on in the community as well as additional information in regard to not allowing or tolerating any racism. He added, but he hasn't heard anyone say any acknowledgement about that. It was a statement against some of the things that happened, but we work by law and try to do what's right and we have good people who are working hard to do stuff.

## **ADJOURN**

Mayor Akers asked for a motion to adjourn. Alderman Skains moved to adjourn, seconded by Alderman Milton. Voting aye: Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Absent: McConnell. Motion carried. Meeting adjourned at 9:01 p.m.

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E. Edd Akers  
Mayor

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Lisa Westfall  
City Clerk

Handout Submitted During Public Comment by Kelsey Allen

I know Branson Dixie Outfitters' owners Anna and Nathan Robb have downplayed their role in the KKK as something they did in their youth.

How long ago was their youth? Was it 2008 (a year AFTER opening their store when Nathan was 37 and Anna was 32 and Nathan was the "emcee" for the Klan's white nationalist event called "The Faith and Freedom Conference" at the KKK's compound? The same year that Anna's picture was featured on the KKK's blog attending the KKK's youth night Pizza and Bowling party with her children? Or how about when interviewed in 2013, Thomas Robb, the father of Nathan and the Grand Wizard of the KKK was quoted stating that all of his children and their families are active members? Were they still children then at the age of 42 and 37? Or how about in 2016, at the ages of 45 and 40, according to public court documents they retained Nathan's brother, Jason Robb, active member and lawyer for the KKK, to represent them in a case in Arkansas?

If need be, I can send in the links to the blog posts and pictures to back up these claims.

# MINUTES

HUMAN RESOURCES COMMITTEE

CITY OF BRANSON, MISSOURI

February 19, 2020

## 1) Call to Order

The Human Resources Committee met in the Fishbowl of City Hall, Wednesday, February 19, 2020. The meeting was called to order by Human Resources Director Jan Fischer at 9:29 a.m.

## 2) Roll Call

Committee Members present: City Administrator Stan Dobbins, Alderman Kevin McConnell, Alderman Rick Castillon and Bryan Cossiboom. There is a quorum.

Also present: Human Resources Director Jan Fischer, Kimberly Cooper, Bob Smither, Kelly Farner, Gina Stech, Jamie Rouch, Traci Henderson and John Akers.

## 3) Acknowledgement of January 15, 2020 Minutes.

Motion to approve: City Administrator Stan Dobbins; Second: Alderman Kevin McConnell; Vote: 4 yes, 0 no.

## 4) Discussion of New Hires/Promotions/Reclassifications.

Discussion led by Human Resources Director Jan Fischer.

## 5) Discussion of 2020 plan for 2021 Benefits.

Discussion led by Jan Fischer and John Akers.

Jan stated the main goal for 2020 is for renewals to take place in August to be ready for open enrollment by late October. John added that it is imperative to have August and September employee meetings on schedule to keep that timeline in place. He also noted the significance of the College Tuition Reimbursement Program, as well as the offering of Pet Insurance and review of Life Insurance.

Jan further discussed that improvement is needed in ensuring correct bill reconciliations and in providing more information on life insurance conversion costs for employees leaving employment. Additionally, a plan is in place involving the IT and Finance Departments for improving the ease in data transfer.

## 6) Discussion of Medical Insurance Broker Scorecard.

Discussion led by Jan Fischer and John Akers.

Jan commended Ollis, Akers, Arney for their significant gain in relationship and performance. The change from Maxwell to American Fidelity at no cost was a major contributor to the improvement, with confirmation in good feedback from employees. Jan confirmed that it was a smooth transition for the Human Resources Department as well. Kimberly Cooper added that the Ollis, Akers, Arney staff has been outstanding in handling employee claims issues.

The Committee Members will be given the opportunity to review the template for the 2020 Broker Scorecard.

## 7) Discussion of the 2019 Turnover Data.

Presented by Jan Fischer.

# MINUTES

HUMAN RESOURCES COMMITTEE

CITY OF BRANSON, MISSOURI

February 19, 2020

**8) Update from the City Risk Manager.**

Update given by Bob Smither. No vehicle accidents or injuries since last month's update. Claims – frequency is good, severity can be improved. Confirmed that pre-employment testing is in place through ARC Physical Therapy to detect any prevailing injuries. Current training – Slips, Trips and Falls. City Administer Stan Dobbins recommended installation of cameras in stairwells for safety and security. Discussion that information given at new employee orientation along with improved departmental relationships have helped reduce lawsuits.

**9) Human Resources Director's Report.**

Update given by Jan Fischer. The City's Backing Policy is under review by the Employee Human Resources Committee and the Directors and will be updated. The On Call/Call Out Policy is under revision to meet the universal standard. Comp Time Accrual Max to included IFF.

**10) Adjourn.**

Motion to adjourn: City Administrator Stan Dobbins; Second: Alderman Rick Castillon; Vote: 4 yes, 0 no.  
Time Adjourned: 10:08 a.m.

# MINUTES

JOINT MEETING OF  
THE BUDGET & FINANCE COMMITTEE AND  
CAPITAL IMPROVEMENTS COMMITTEE  
CITY OF BRANSON, MISSOURI  
MAY 28, 2020

## 1) CALL TO ORDER.

The joint meeting of the Budget and Finance and Capital Improvement Committees of the City of Branson, Missouri met for a meeting in the Council Chambers of the Branson City Hall on May 28, 2020, at 10:00 a.m.

## 2) ROLL CALL.

Budget & Finance Committee Members Present: Mayor Edd Akers, City Administrator Stan Dobbins, Alderman Larry Milton, Rod Romine, Alderman Bob Simmons, Pamela Yancey.

Capital Improvement Committee Members Present: Mayor Edd Akers, Jerry Buckley, City Administrator Stan Dobbins, Michael Pinkley, and Alderman Bill Skains. Members Absent: Alderman Brian Clonts.

Also present were: Finance Director Jamie Rouch, Assistant Finance Director Stacy McAllister, Financial Analyst Melissa Sill, Assistant City Administrator John Manning, and Public Works and Engineering Director Keith Francis.

## 3) FINANCE COMMITTEE REGULAR REPORTS:

### 3A) BUDGET & FINANCE COMMITTEE MINUTES OF FEBRUARY 27, 2020.

Mayor Edd Akers asked for a motion approving the minutes of February 27, 2020. Bob Simmons moved to approve, seconded by Stan Dobbins. Ayes: 6. Noes: 0. Motion carried.

### CAPITAL IMPROVEMENT COMMITTEE MINUTES OF FEBRUARY 28, 2020.

Mayor Edd Akers asked for a motion approving the minutes of February 28, 2020. Bill Skains moved to approve, seconded by Stan Dobbins. Ayes: 5. Noes: 0. Motion carried.

### 3B) MONTHLY SALES & TOURISM TAX REPORTS.

Financial Analyst Melissa Sill presented the monthly sales and tourism tax reports to the Committee.

### 3C) FINANCIALS: MONTHLY UNAUDITED FINANCIALS FOR APRIL 2020.

Finance Director Jamie Rouch presented the unaudited financials for April 2020.

### 3D) DEPARTMENTAL REPORTS.

Jamie Rouch presented departmental reports for year-to-date business license, RFB/RFP reports and annual utilities consumption reports.

**4) REVIEW OF DISBURSEMENTS & APPROVAL OF DISBURSEMENTS \$50,000 AND OVER (JANUARY 2020 – APRIL 2020) AND OUTSTANDING CAPITAL DISBURSEMENTS as of APRIL 2020.**

Discussion was held. Mayor Edd Akers asked for acknowledging receipt and review of the disbursements. Pamela Yancey made a motion, seconded by Rod Romine. Ayes: 6, Noes: 0. Motion carried.

**5) REVIEW OF FINANCIAL HEALTH UPDATE.**

Jamie Rouch presented the financial health update.

**6) PROJECT STATUS REPORT.**

Jamie Rouch presented the project status report.

**6) FINANCE DIRECTOR'S REPORT.**

Discussion was held regarding an upcoming loan modification to the city's energy performance loan that will be presented to the Board of Alderman for approval.

Jamie Rouch informed the committees that the Finance Department will begin collecting penalties and interest for late penalties beginning June 1.

Discussion was held regarding potential reimbursement of expenses incurred by the city due to the COVID-19 pandemic.

**7) ADJOURN.**

Mayor Edd Akers asked for a motion to adjourn the joint meeting of the Budget & Finance and Capital Improvement Committees. The Budget & Finance Committee meeting adjourned at 12:05 p.m. on a motion by Alderman Bob Simmons, seconded by Larry Milton. Ayes: 6, Noes: 0. Motion passed.

The Capital Improvement Committee meeting adjourned at 12:05 p.m. on a motion by Alderman Bill Skains and City Administrator Stan Dobbins. Ayes: 5, Noes: 0. Motion Passed.

**BRANSON PARKS AND RECREATION**

**REGULAR MEETING**

June 16, 2020  
5:15pm  
Branson RecPlex

**CALL TO ORDER**

**ROLL CALL**

Board Members Present: Candy Sullinger, Bob Simmons, Jamie Whiteis, Andrew Brown, Scott Wuest, Scott McCaulley

Board Members Absent: Garrett Vanderpool, Julie Wolfe, Clark Harris, David Parish

Staff Present: Cindy Shook, Parks & Recreation Director  
Jason Reinsch, Assistant Director  
Marsha Fulton, Office Specialist

**REGULAR AGENDA ITEMS**

**1. Approve Minutes**

May 19, 2020 Regular Meeting

**MOTION:**

Motion made by Scott McCaulley and seconded by Andrew Brown to approve the May 19, 2020 minutes as presented. Motion unanimously carried.

**2. Presentation of Financial Report**

Cindy presented the financial report reminding the Board that the financials were greatly impacted by COVID 19 and that the department was just starting to open back up slowly. Cindy pointed out that the campground was an area that was greatly impacted, noting that revenue was down nearly \$147,000 over last year in the months of March, April and May. Cindy also pointed out that youth baseball was a positive note on the report, based on the fact that it originally looked like the program might be cancelled for the season.

Jason added that Recreation Specialist Josh Aubin had worked hard contacting all previous teams and coaches, working with them to make the season possible. He stated that Josh’s flexibility had been key to the ability to move forward with a full season in a shortened window of time.

Cindy went on to detail how all areas of the department had adjusted staffing and scheduling to make it possible for all full time staff to stay on through the COVID shut down. She mentioned that all staff had

done a great job of being willing to make necessary adjustments during this difficult time. Cindy stated that the Parks Department maintenance crew had taken over the mowing from the city's mowing contract to reduce expenses, and had even temporarily moved three janitorial staff members to mowing crews to assist with the new workload.

Jamie asked if they were anticipating the June tournaments moving forward as scheduled, and if so, were the team numbers significantly impacted.

Cindy stated that the basketball tournaments were slated to return the week of June 22<sup>nd</sup> and that baseball and softball tournaments had begun a few weeks ago. Cindy shared that at this point, we are seeing more local teams participating in the tournaments than in past years. Jason added that about 85% of the teams were within 2 hours of Branson.

Cindy stated that the NIT Softball Tournament slated June 18-21 had 47 teams, down from 95 in 2019, and over 100 teams in previous years. Cindy noted that they had instituted many modifications for baseball and softball including not charging gate and extensive signage encouraging hand washing, social distancing, etc.

Jamie asked if the high water and threat of flooding in May had impacted the campground.

Cindy confirmed that it had impacted the campground occupancy, specifically over Memorial Day weekend.

### **3. Presentation of Campground Occupancy Information**

Jason directed the Board's attention to the occupancy spreadsheet that was included with the Park Board agenda. Jason stated that while it had been pretty rough recently due to COVID, the year had started out extremely strong in January and February, even outpacing the 2019 numbers. Jason went on to say that they were currently seeing 72% to 82% occupancy for the last few weeks, which was not far off from typical occupancy during the late spring and early summer. Jason added that camping was an activity that really did lend itself well to social distancing, as most people came in fully self-contained units and the sites were spread out.

Scott M. stated that based on the rebounding numbers, they could still see a good trend for the rest of the year.

Cindy added that the campground was doing very well compared to what they had originally projected immediately following the COVID outbreak. Cindy went on to say that while the shower house at the campground had been closed, they had recently reopened it, but most people have preferred to use their own RV.

Bob added that there was no way that anyone could have known or predicted the extent of the COVID issue, and he was impressed with how everyone had worked like family and that attitude had saved a lot of jobs.

Scott M. agreed, adding that it caused some groups and organizations to re-invent themselves and find new ways to be successful in a changing landscape.

#### **4. Update on the Statue of Programs**

Cindy stated that it had taken a great deal of thought, time and effort to develop modifications across the board to move forward with the current programs. She went on to state that Josh Aubin had been incredibly flexible with all the baseball and softball teams including adding an additional league at the last minute, providing additional practice space and creative scheduling. Cindy also noted that they had cancelled the traditional weekly day camps, but were offering “One Day Fun Days” every Wednesday with small group activities and limited occupancy.

Jason mentioned that the camp counselor staff had been doing a good job of encouraging social distancing by teaching the kids to put out their arms and make sure they couldn’t touch anyone around them.

Cindy wrapped up the agenda item by adding they were offering programs such as tennis with Luke Bowling, pickleball with Autumn Price, and parking lot bingo with Traci Burrow, all of which would lend themselves to social distancing.

#### **5. Update on Aquatic Center Operation Plans**

Cindy stated that the AquaPlex had been one of the biggest challenges as far as determining when to open, what it should look like and what modifications or changes were needed to provide a safe experience for guests. Cindy added that they had decided to open the pool Tuesday through Sunday for two sessions a day. Session one would be available from 11:00am – 2:00pm, and Session two would be available from 3:00pm – 6:00pm. The decision was made for both sessions to have a maximum capacity of 150 guests. All pool session tickets are contactless through our online software. Cindy stated that overall it had been being pretty well received.

Andrew stated that he had noticed two things when he was at the pool. First, he wondered since the maximum limit was lower if they would be able to put up a lap lane? Second, he wondered if the people leaving the first session should be allowed to buy tickets for the second session. He thought that if guests were limited to 1 session each day, it may allow more people to get to enjoy the pool.

Cindy responded that unfortunately, some of the options at the pool this year that serve smaller groups of users, like lap swimming as well as Toddler Time, have not been offered as the priority has been to serve the largest group attending open swim. She stated that it may be possible to increase the maximum number of people allowed on the pool deck depending on what the Governor announces in his next phase.

Jason then added that people were being very proactive about buying their pool tickets in advance, stating that there had been several sessions that were sold out prior to the pool opening.

Scott M. inquired as to what the maximum capacity of the pool was during a regular season.

Cindy stated the maximum capacity of the pool was over 600.

Andrew stated that he was surprised how much more extra space there was by limiting the number of tickets. He also added that he was disappointed when he saw people just laying out and not actually swimming, because he felt that they were taking away a swimming spot from someone.

Scott M. added that things everywhere had changed and that you really did have to plan ahead for activities. He stated that the days of just dropping in were done and everyone was adjusting to the new norm.

Jamie stated that many of the stores at Tanger had changed their occupancy that day based on new occupancy guidelines.

Bob stated that the county would be receiving funds through the CARES Act that some of those funds could be available for items that were legitimate needs for the department.

Cindy agreed, saying that the department had sent over a spreadsheet with some items on it but that they could always follow up with additional ideas.

Scott W. mentioned that he didn't know what the restrictions were, but he wondered if a trash truck could be on the list due to the fact that the quantity of trash had gone up and he felt it could be justified as a health and sanitation issue.

Cindy stated she had not considered that initially, but they could definitely reach out to the Finance Department and find out. Cindy added that Marsha had suggested hands free toilets, soap dispensers and hand dryers at the campground and other locations that did not currently have them.

Jamie also suggested looking into trash compactors as a way to reduce the amount of trash being dumped and the frequency of pick-ups.

## **6. Update on Capital Budget Requests**

Cindy opened the item by explaining that several of the items that had been approved as part of the 2020 Capital Budget would not be completed this year, and had to be re-prioritized due to all the changes caused by COVID.

Cindy stated that one of the newly requested projects, a porous pavement walking path at Eiserman Park, would be a cooperative project between the City of Branson, DNR and Missouri State as part of a water shed demonstration grant.

Jason stated that the \$100,000.00 project would cost the City only \$25,000.00. He then stated that they were originally hoping to replace the trash truck with a flatbed truck and dump trailer that would assist on additional projects like trail maintenance, but due to a significant increase in the volume of trash, they felt it prudent to move forward with requesting a new trash truck. To assist with the other areas, they had also requested a hydraulic dump trailer.

Bob questioned what the long term impact on trash volume would be if the Recycling Center didn't reopen, explaining that nothing was decided but that there would be discussions as to what to do in regards to the recycling center.

Scott M. stated that it would be interesting to see the revenue versus benefit of the Recycling Center and increased trash and how the trickle down affect would be on other areas and departments.

Cindy then pointed out that in 2022 the department was requesting new pool grates, stating they were still using the original grates from when the pool was built and they were becoming brittle due to exposure. Cindy went on to explain that it may be possible to purchase them out of the internal service fund. She noted that because 2019 had been a good year financially for the department, it had allowed the Finance Department to put \$100,000.00 into the Park's internal service fund for future projects.

Cindy also stated that they were looking at athletic field lighting improvements in 2022. She explained that the bulbs had been replaced in 2016 but that with all athletic field lighting you being to see a significant reduction in foot candles after 3-4 years.

Jason added that by doing them together, it would allow all the athletic fields to be on one line for future replacements as well.

<b>ADJOURN</b>
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Motion by board member Scott McCaulley, seconded by board member Jamie Whiteis, and unanimously carried to adjourn the meeting at 6:38 pm.



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL APPROVING AN EASEMENT FOR RIGHT OF WAY FOR RECREATIONAL TRAILS, TRAILHEAD AND PARKING LOCATED ON THE PRESERVE PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE SAID EASEMENT WITH THE LEZAH STENGER FOUNDATION, 75% AND THE FALL CREEK PARTNERS, LLC 25%.

**INITIATED BY:** PUBLIC WORKS/ENGINEERING DEPARTMENT

**FIRST READING:** JULY 14, 2020

**FINAL READING:** JULY 28, 2020

**EXECUTIVE SUMMARY:**

- The Preserve Planned Development adopted by the City in 2013 included future easement and open space dedicated for a trail head.
- Staff has continued to communicate with the developers of the Preserve for the easement through the Mid Fall Creek Valley which was established as part of the Trail Master Plan in 2003.
- The Lezah Stenger Foundation, the 75% & Fall Creek Partners, LLC 25% has executed a Grant of Easement for Right of Way for Recreational Trails, Trailhead and Parking for their property located at 164 Preserve Drive.

**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:** POS1.1.1/POS2.1.2/POS3.1.4

**ATTACHED EXHIBITS:**

**ITEM/SUBJECT: READING OF A BILL APPROVING AN EASEMENT FOR RIGHT OF WAY FOR RECREATIONAL TRAILS, TRAILHEAD AND PARKING LOCATED ON THE PRESERVE PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE SAID EASEMENT WITH THE LEZAH STENGER FOUNDATION, 75% AND THE FALL CREEK PARTNERS, LLC 25%.**

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**DETAILED ANALYSIS:**

- On November 24, 2003 the City established a Trail Master Plan by passing Ordinance #2003-0269.
- The Preserve trail is part of the Mid-Fall Creek Connector of the Branson Trail Master Plan, specifically this trail serves as a connector route between Green Mountain Drive and the junction of the High Road and Lower Fall Creek Trail Systems.
- The granting of this easement meets the following goals and objectives of the Trail Master Plan:

Goal 1 – Ensure public access to local and regional recreation sites, including public lands.

Objectives: The City of Branson will utilize the Open for Business (OFB) process to assure that new developments plan for the provision of access to public lands at a minimum of one-half mile intervals. As part of the development review process, proposed routes will be identified and implemented by the Engineering Department of the City of Branson.

Goal 2 – Provide a safe and enjoyable bicycling and walking environment that meets the needs of bicyclists and pedestrians for utilitarian and recreation travel.

Objectives: The City of Branson will encourage developers to prepare a pedestrian trail and bike network plan, on private property, that links neighborhoods and neighborhood parks into the trails identified in this City of Branson Trails Master Plan.

Goal 3 – To provide safe, efficient, effective and interconnected pedestrian and bicycle trail options.

Objectives: When feasible, support the inclusion and dedication of logical pedestrian and bicycle trail connections as part of the subdivision process.

When feasible, provide multiple access points and trail linkages to other planned regional trails.

**AN ORDINANCE APPROVING AN EASEMENT FOR RIGHT OF WAY FOR RECREATIONAL TRAILS, TRAILHEAD AND PARKING LOCATED ON THE PRESERVE PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE SAID EASEMENT WITH THE LEZAH STENGER FOUNDATION, 75% AND THE FALL CREEK PARTNERS, LLC 25%.**

**WHEREAS**, the City of Branson established a Trail Master Plan on November 24, 2003; and

**WHEREAS**, the Preserve Trail is part of the Mid-Fall Creek Connector of the Branson Trail Master Plan; and

**WHEREAS**, the Easement for Right of Way for Recreational Trails, Trailhead and Parking located on the Preserve Property owned by The Lezah Stenger Foundation 75% and the Fall Creek Partners, LLC 25% serves as a connector route between Green Mountain Drive and the junction of the High Road and Lower Fall Creek Trail System in the Trail Master Plan; and

**WHEREAS**, Board of Aldermen desires to approve the easement.

**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 granting of an Easement for Right of Way for Recreational Trails, Trailhead and Parking located on the Preserve property located at 164 Preserve Drive and authorizes the Mayor to execute the easement in the form attached as Exhibit "1".

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

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

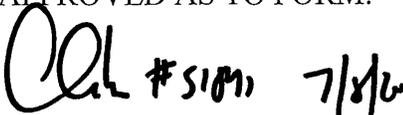
Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chris Lebeck, #51831  
City Attorney

**GRANT OF EASEMENT FOR RIGHT OF WAY FOR RECREATIONAL  
TRAILS, TRAILHEAD AND PARKING**

This Agreement, made this the 2<sup>nd</sup> day of June, 2020, by and between, the City of Branson, Missouri, a municipal corporation in the County of Taney, State of Missouri, (hereinafter referred to as the "CITY") and The Lezah Stenger Foundation, The 75% & Fall Creek Partners, LLC 25% (hereinafter called the "GRANTOR").

WITNESSETH:

WHEREAS, in the furtherance of improving recreational trail system through the City of Branson, the CITY with GRANTOR is developing recreational trails, trailhead and parking which will cross GRANTOR'S property described on Exhibit A; and

WHEREAS, with the passage of Ordinance Number 2003-0269 on November 24, 2003 the CITY established a Master Trail Plan. That plan includes the Mid Fall Creek Valley Trail System which these recreational trails will be a part of; and

WHEREAS, GRANTOR, in the consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY, AND CONFIRM unto the CITY, a permanent easement to locate, construct, reconstruct, maintain, operate, replace, and repair recreation trails, trailhead, parking and all appurtenances incident thereto over, upon, and through the following described tract of land situated in the City of Branson, Taney County, Missouri described on Exhibit A, as hereinafter more specifically

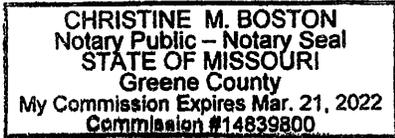
described and upon the following terms:

1. CITY shall have the right and obligation to construct at its expense recreational trails up to ten (10) feet in width on the land described on Exhibit A;
2. CITY shall have the obligation to maintain in a state of good condition and repair the recreation trails, trailhead and parking described on Exhibit A;
3. The CITY may allow the general public to use said recreational trails, trailhead and parking described on Exhibit A for recreational purposes.
4. The GRANTOR may, at any time in the future, decide to use the land designated as a recreation trail easement for a purpose other than a recreation trail. Should GRANTOR decide to develop the land designated herein as a recreation trail easement, the CITY shall convey the easement back to the GRANTOR, but only upon the granting by GRANTOR of an easement upon different property adequate to contain the realigned recreational trails, trailhead and parking which is acceptable to the City, and the construction on this easement of a comparable recreation trail. The new recreation trail shall be constructed at GRANTOR'S expense. The GRANTOR agrees to construct the new recreation trail to the same design criteria and pavement cross section as the original trail.
5. The CITY intends to avail themselves of any and all protections available to them under RSMO 258.100 and 537.346 in relation to any use of the recreational trails, trailhead or parking.
6. The CITY agrees to hold GRANTOR harmless as to users on the trail system to the extent of the CITY'S tort liability under Missouri law.

TO HAVE AND TO HOLD the same for the purpose of constructing and maintaining public recreation trails, trailhead and parking with accessory facilities and accommodations, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining unto the CITY, the GRANTOR hereby covenanting that said GRANTOR has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by GRANTOR or those under whom GRANTOR claims title and that GRANTOR will warrant and defend the title to the said premises unto the CITY and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 2nd day of June, 2020.





Christine M. Boston  
Notary Public in and for said County and State

My Commission expires:

IN WITNESS WHEREOF, the GRANTEE having proved this instrument upon authority of the Board of Alderman this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF BRANSON

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

Chris Lebeck #51831 6/30/20  
Chris Lebeck #51831  
City Attorney

ACKNOWLEDGMENT

STATE OF MISSOURI

}

} ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

COUNTY OF TANEY

}

before me, \_\_\_\_\_, a Notary Public, in and

for said state, personally appeared \_\_\_\_\_, of the City of Branson, Missouri, to me personally known, who, being duly sworn by me, did say that she is the designated agent of the City of Branson Missouri, and that said document was signed in behalf of said City by authority of its Board of Alderman and acknowledged said document to be the free act and deed of said City of Branson, Missouri and acknowledged to me that he/she executed the same for the purposes therein stated.

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

\_\_\_\_\_  
Notary Public

Notary Stamp

## EXHIBIT "A"

Two trail easements located in sections 2 and 3 of Township 22 North, Range 22 West, in Taney County Missouri. Two (2) 25 ft wide trail easements; the centerlines of said easements being described as follows, as well as a trailhead and parking easement described as follows:

Trail Segment 1: Beginning at the Southwest corner of Section 2, Township 22 North, Range 22 West; thence, South  $87^{\circ} 17' 00''$  East, along the South line of Section 2, a distance of 1,745 ft; thence, North  $0^{\circ} 21' 30''$  East, a distance of 117.2 ft, to the North Right of Way line of Animal Safari Road, and the Point of Beginning; thence North  $18^{\circ} 15' 00''$  West, a distance of 110 ft; thence, along a tangent curve to the left with a radius of 200 ft and an arc length of 163ft; thence, North  $69^{\circ} 30' 00''$  West, a distance of 200 ft; thence, along a tangent curve to the left with a radius of 225 ft and an arc length of 127 ft; thence, South  $77^{\circ} 00' 00''$  West, a distance of 50 ft; thence, along a tangent curve to the right with a radius of 160 ft, and an arc length of 130 ft; thence, North  $47^{\circ} 00' 00''$  West, a distance of 126 ft; thence, along a tangent curve to the left with a radius of 260 ft and an arc length of 130'; thence along a tangent curve to the right, with a radius of 260 ft and an arc length of 85 ft; thence North  $50^{\circ} 00' 00''$  West, a distance of 100 ft; thence along a tangent curve to the left with a radius of 400 ft and an arc length of 117 ft; thence along a tangent curve to the right with a radius of 70 ft and an arc length of 25 ft; thence, North  $48^{\circ} 30' 00''$  West, a distance of 287 ft; thence, along a tangent curve to the left with a radius of 70 ft and an arc length of 20 ft; thence, along a tangent curve to the right with a radius of 120 ft and an arc length of 65 ft; thence, along a tangent curve to the left with a radius of 300 ft and an arc length of 160 ft; thence, North  $56^{\circ} 00' 00''$  West, a distance of 160 ft; thence, North  $48^{\circ} 15' 00''$  West, a distance of 150 ft; thence, along a tangent curve to the left with a radius of 110 ft and an arc length of 50 ft; thence, North  $85^{\circ} 20' 00''$  West, a distance of 114 ft; thence, along a tangent curve to the right with a radius of 22 ft and an arc length of 22 ft; thence, along a tangent curve to the left with a radius of 620 ft and an arc length of 220 ft; thence North  $50^{\circ} 00' 00''$  West, a distance of 50 ft; thence, along a tangent curve to the right with a radius 160 ft and an arc length of 120 ft; thence, North  $02^{\circ} 00' 00''$  West, a distance of 90 ft; thence, along a tangent curve to the left with a radius of 105 ft and an arc length of 35 ft; thence, North  $28^{\circ} 00' 00''$  West, a distance of 155 ft; thence along a tangent curve to the left with a radius of 350 ft and an arc length of 100 ft; thence, North  $44^{\circ} 00' 00''$  West, a distance of 112 ft; thence, along a tangent curve to the left, with a radius of 100 ft and an arc length of 60 ft; thence, along a tangent curve to the right with a radius of 100 ft and an arc length of 60 ft; thence, North  $44^{\circ} 00' 00''$  West, a distance of 30 ft; thence, along a tangent curve to the right with a radius of 450 ft and an arc length of 360 ft; thence, along a tangent curve to the left with a radius of 75 ft and an arc length of 65 ft; thence, North  $44^{\circ} 00' 00''$  West, a distance of 242.2 ft to the end, for a total of 3,929 linear feet and containing 2.26 acres, more or less.

Trail Segment 2: Beginning at the Southwest corner of Section 2, Township 22 North, Range 22 West; thence, South  $87^{\circ} 17' 00''$  East, along the South line of Section 2, a distance of 390 ft; thence, North  $03^{\circ} 00' 40''$  East, a distance of 879.74 ft, to an intersection with Trail segment #1 and the Point of Beginning; thence, North  $04^{\circ} 30' 00''$  East, a distance of 34 ft; thence, along a tangent curve to the right with a radius of 122 ft and an arc length of 145 ft; thence, along a tangent curve to the left with a radius of 30 ft and an arc length of 30 ft; thence, North  $22^{\circ} 26' 34''$  East, a distance of 118.3

ft; thence, North 20° 16' 57" East, a distance of 155.35 ft; thence, along a tangent curve to the right with a radius of 30 ft and an arc length of 30 ft; thence, along a tangent curve to the left with a radius of 30 ft and an arc length of 20 ft; thence, North 36° 15' 52" East, a distance of 300 ft; thence, along a tangent curve to the left with a radius of 60 ft and an arc length of 45 ft; thence, along a tangent curve to the right with a radius of 220 ft and an arc length of 80 ft; thence, North 23° 40' 43" East, a distance of 173.4 ft; thence, North 20° 00' 01" East, a distance of 250 ft; thence, along a tangent curve to the left with a radius of 100 ft and an arc length of 35 ft; thence, along a tangent curve to the right with a radius of 50 ft and an arc length of 35 ft; thence, North 42° 44' 08" East, a distance of 230 ft; thence, along a tangent curve to the right with a radius of 350 ft and an arc length of 300 ft; thence, North 87° 02' 24" East, a distance of 443.45 ft to the West right-of-way line of Green Mountain Drive, and to the end, for a total of 2,425 linear feet and containing 1.4 acres, more or less.

Trailhead and Parking Easement: Beginning at the Southwest corner of Section 2, Township 22 North, Range 22 West; thence, South 87° 17' 00" East, along the South line of Section 2, a distance of 1770 ft; thence, North 01° 00' 00" East, a distance of 110.9 ft to the North right-of-way line of Animal Safari Road, and the Point of Beginning; thence, North 01° 00' 00" West, a distance of 120 ft; thence, North 90° 00' 00" West, a distance of 80 ft; thence, South 01° 00' 00" East, a distance of 74.2 ft to the North right-of-way line of Animal Safari Road; thence, Easterly, along the North right-of-way line of Animal Safari Road, South 60° 25' 56" East, a distance of 92.78 ft to the Point of beginning, containing 0.18 acres, more or less.

# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL ACCEPTING THE PROPOSAL OF CENTRAL SALT, LLC PERTAINING TO THE PURCHASE OF SODIUM CHLORIDE (ROCK SALT) AND ENHANCED DEICER AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**INITIATED BY:** PUBLIC WORKS DEPARTMENT

**FIRST READING:** JULY 14, 2020

**FINAL READING:** JULY 28, 2020

**EXECUTIVE SUMMARY:**

- Bids were received on May 18, 2020 for deicing salt used for winter snow and ice control for city streets. The estimated quantity for both salt and enhanced deicer for fiscal year 2021 is 250 tons of both salt and enhanced deicer.
- Central Salt, LLC is the low bidder for sodium chloride and enhanced deicer salt.
- Staff recommends the purchase of sodium chloride and enhanced deicer from Central Salt, LLC in the not to exceed amount of \$48,475. Funds have been allocated in the FY2021 Streets Department operating budget.
- Qualified bids were received from the following bidders:

	Sodium Chloride	Enhanced Deicer
Central Salt, LLC	\$91.95	\$101.95
Kansas Salt	\$96.50	\$112.50
Cargill, Inc.	\$117.94	
Gunther Salt	\$125.00	No Bid

**FINANCIAL IMPACT:**

- No impact/Not applicable  
 Budgeted in the proposed 2021 budget  
 Other (see additional explanation)

**STAFF RECOMMENDATION:**

- Recommended  
 Not Recommended  
 Neutral/None

**COMMUNITY PLAN 2030:** Transportation: TR1.1.1/1.1.2

**ATTACHED EXHIBITS:**

**ITEM/SUBJECT: READING OF A BILL ACCEPTING THE PROPOSAL OF  
CENTRAL SALT, LLC PERTAINING TO SODIUM CHLORIDE  
(ROCK SALT) AND ENHANCED DEICER AND AUTHORIZING  
THE MAYOR TO EXECUTE THE CONTRACT.**

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**DETAILED ANALYSIS:**

Enhanced deicer is an anti-corrosive liquid ice melter that is more effective for winter road maintenance and an alternative to road salt.

Use of the enhanced deicer reduces deicing material costs, impacts on the environment, and reduces corrosion to equipment.

BILL NO. 5829

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ACCEPTING THE PROPOSAL OF CENTRAL SALT, LLC PERTAINING TO THE PURCHASE OF SODIUM CHLORIDE (ROCK SALT) AND ENHANCED DEICER AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

**WHEREAS**, the City of Branson advertised for proposals for bids for deicing salt for fiscal year 2021; and

**WHEREAS**, of the proposals which were received, Central Salt, LLC has been recommended for approval by staff for the purchase of sodium chloride and enhanced deicer; 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 Central Salt, LLC pertaining to the purchase of sodium chloride and enhanced deicer in the not to exceed contract amount of \$48,475.00 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.

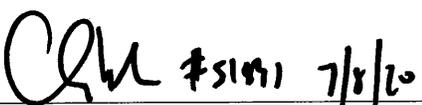
Read, this second time, passed and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
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 25th day of June, 2020, by and between the City of Branson, Missouri (the "City") and **Central Salt LLC** ("Seller").

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

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

The City and the Seller agree as follows:

1. **Item(s) and dates of Purchase.** The City agrees to purchase and the Seller agrees to sell the following item(s): **delcing salt, from a date beginning on January 1, 2021 to a date ending December 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 B.**
  - b. The City assumes no obligations for articles or materials shipped in excess in the quantity ordered. Any unauthorized quantity is subject to the City's rejection and may be returned at the Seller's expense.
  - c. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Seller under the terms of this contract exceed the sum of **Forty Eight Thousand Four Hundred Seventy Five Dollars (\$48,475.00), 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: **601 Compton Drive and 3610 Keeter Street, Branson, Missouri 65616.**

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

any other governmental authority or agency in the manufacture or sale of the items covered by this contract, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended.

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

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

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

**SELLER:**

**CITY OF BRANSON, MISSOURI**

By: Stephanie Murphy 06/25/2020  
(Signature) Date

\_\_\_\_\_  
E. Edd Akers Date  
Mayor

Name: Stephanie Murphy  
(Printed Name)

Title: Business Manager

**ATTEST:**

Company Name: Central Salt, LLC

\_\_\_\_\_  
Lisa K Westfall Date  
City Clerk

Address: 1420 State Hwy 14  
Lyons, KS 67554

Phone: (620)257-5626 ext 3

**APPROVED AS TO FORM:**

E-Mail: lyoung@centralsalt.com

Chris Lebeck #51831 6/16/20  
Chris Lebeck #51831 Date  
City Attorney

Tax ID: 43-1788697

Central Salt, LLC  
1420 State Hwy 14  
Lyons, KS 67554

**SCOPE OF WORK**

1. Purpose: Central Salt, LLC agrees to provide bulk deicing products for the period commencing January 1, 2021 with the award of the contract through December 31, 2021. Prices must remain firm through the term of the contract.
2. General Requirements:

**REQUIREMENTS**

**001. Deicing Salt (Sodium Chloride)** shall be either Rock Salt #1-medium CC or Solar Salt obtained by evaporation of sea water. The delivered product shall comply with ASTM D 632, Type 1, Grade 1, and Missouri Department of Highway Standards MGS-92- 05F.

**1. Sodium Chloride (ROCK SALT)**

Sodium chloride shall be in the form of Rock Salt containing at time of delivery no more than 2.0 percent moisture based on dry weight. 1.0 percent if heated at 110° C for two (2) hours.

**2. Chemical Composition**

Sodium Chloride (Deicing Salt), when dried to constant weight as specified above, shall conform to the following requirements:

Sodium Chloride (NaCl), min. percent 95.0 Solubility  
in boiling distilled water, min., percent 99.0

**3. Grading**

Sodium Chloride (DEICING SALT), when dried as specified above, shall conform to the following requirements as determined by laboratory sieves.

**TOTAL PERCENT PASSING**

**4. Sieve Min. Max**

½ inch.....	100 min.
¾ inch.....	95/100
No. 4 .....	20/90
No. 8 .....	10/60
No. 30 .....	15 max.

The sieve analysis shall be in accordance with the applicable provisions of current A.A.S.H.T.O. Designation T27.

All Sodium Chloride shall be treated with an anti-caking agent and meet A.S.T.M.,

A.A.S.H.T.O., MoDOT Specifications and grade CC.

Evaporated salt from mines shall not be furnished in lieu of Rock Salt or Solar Salt.

- 002. ClearLane® enhanced deicer or approved equal enhanced deicing salt** product containing a pre-wetting agent, coloring agent, and a corrosion inhibitor. Enhanced deicer shall protect exposed steel surfaces from damp salt corrosion and remain free-flowing at low temperatures. Enhanced deicer shall adhere to the road surface more effectively than dry salt, minimizing loss of deicer from wind and traffic scatter.

**HANDLING AND STORAGE:**

Contractor shall furnish MSDS sheets and precautions when handling, proper disposal, and storage information.

**PACKAGING:**

Enhanced deicer shall be available in bulk form.

**METHODS OF ANALYSIS:**

Methods of analysis are taken from the ASTM designations D 632-99, E 534-98.

**CHEMICAL ANALYSIS OF TREATED SALT**

Component Units Typical  
Sodium Chloride Deicing Salt % 95.9  
Pre-wetting Agent % 4.1

**CHEMICAL ANALYSIS OF PRE-WETTING AGENT**

Component Units Typical  
Magnesium chloride % 29  
Triethanolamine % 0.6  
Coloring Agent % 0.25  
Proprietary Performance  
Enhancing Additive % 0.4 pH 8.6

**SIEVE ANALYSIS:**

U.S.S. Mesh	Opening Inches	Opening Microns	Specification
½"	0.500	12700	100
3/8"	0.375	9525	95 - 100
4	0.187	4760	20 - 90
8	0.0937	2380	10 - 60
30	0.0232	590	0 - 15

Note: Sieve analysis is reported as percent passing. The dry salt utilized in this product complies fully with ASTM specification D632-99, Type 1, Grade 1. Sieve analysis of the final product differs from the ASTM dry salt specification due to the effect of the liquid pre-wetting agent on the sieve.

003. **Liquid calcium chloride solution**, available in 28% to 32% concentration. Liquid calcium chloride shall meet ASTM D 98 and AASHTO M144 requirements for calcium chloride purity. ASTM classification for LIQUIDOW calcium chloride is "Type L."

**Applications**

Liquid calcium chloride is primarily used for dust control of unpaved roads and parking lots, and pre-wetting rock salt deicers.

**Availability**

Liquid calcium chloride shall be available in bulk tank truck.

**Typical Properties of Common Concentrations**

Calcium Chloride	28%	32%
Potassium Chloride, (%)	0.75	0.86
Sodium Chloride, (%)	0.51	0.58
Other Impurities, (%)	0.11	0.12
Density, (lbs/gal)	10.60	10.99

Freeze Point, (deg F)	-46	-17
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**Safety and Handling**

Contractor shall furnish MSDS sheets and precautions when handling, proper disposal, and storage information.

004. **GEOMELT® 55 Liquid Organic Accelerator or approved equal** is a natural agricultural product.

**Applications**

GEOMELT® 55 is highly effective salt or salt/sand stockpile treatment, pre-wet, anti-icing, deicing, salt stock pile preservation treatment and bulk material freeze proofing.

**Physical Properties**

Appearance Brown

Dry Solids 55%

Specific Gravity 1.275

Wt. / Gal.	10.6 pounds/gal.
Freeze Point	-30°F
pH	6.0 – 9.0
Water Solubility	Complete

Availability  
Bulk Liquid

Safety and Handling  
Contractor shall furnish MSDS sheets and precautions when handling and proper disposal information.

3. AWARD OF BID

To insure a sufficient quantity of deicing salt during periods of heavy demand, the City reserves the right to award the contract to the two (2) lowest bidders. Orders would be placed with the lowest bidder first and, if the vendor is unable to deliver sufficient quantities as requested, the City may then order from the next low bidder until a sufficient quantity has been obtained to meet the City's needs.

4. DELIVERIES

Central Salt, LLC certifies that all deliveries shall be made within three to five calendar days after contact has been made. Noncompliance with this clause may lead to rescission of the contract. The sodium chloride shall arrive at the delivery point in a free-flowing usable condition.

6. The City reserves the right to inspect the product prior to purchase.

**PRICING PAGE**

The bidder must provide pricing information as specified below to provide bulk deicing product as specified in accordance with the terms and conditions of this contract.

Item	Description	Estimated Annual Usage	Unit Price
001.	Sodium Chloride	250 tons	\$ <u>91.95</u> / ton
002.	Enhanced Deicer	250 tons	\$ <u>101.95</u> / ton



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL AMENDING THE CONTRACT WITH CENTRAL SQUARE TECHNOLOGIES PERTAINING TO THE PURCHASE OF AN ONLINE MODULE FOR EMPLOYEE SELF SERVICE AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**INITIATED BY:** FINANCE DEPARTMENT

**FIRST READING:** JULY 14, 2020

**FINAL READING:** JULY 28, 2020

**EXECUTIVE SUMMARY:**

- The add-on would allow for the purchase of an employee self-serve portal in the city’s current operational software.
- Employees will have online access to see payment history and print W-2s.
- Currently, payroll is labor-intensive each paystub must be hand stuffed and handed out to employees or mailed. This will modernize the way that employees access their payroll documents in the post-COVID world.
- This purchase will be submitted for possible reimbursement from funds issued by the federal government under the CARES Act.

**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. 5830

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE CONTRACT WITH CENTRAL SQUARE TECHNOLOGIES PERTAINING TO THE PURCHASE OF AN ONLINE MODULE FOR EMPLOYEE SELF SERVICE AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

**WHEREAS**, the City of Branson currently contracts with Central Square Technologies for the purchase of public administration software hosting, maintenance, and support; and

**WHEREAS**, the purchase of the additional module to allow for employee self service would modernize city services; and

**WHEREAS**, the add-on purchase is in addition to the amount of the original contract approved by the Board of Alderman on August, 13, 2019; and

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

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

Section 1: The Board of Aldermen hereby approves the amendment to the contract with Central Square Technologies for the purchase of an online module for employee self service in the amount not to exceed \$3,684.00 and authorizes the Mayor to execute the contract in the form attached as Exhibit "1".

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

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

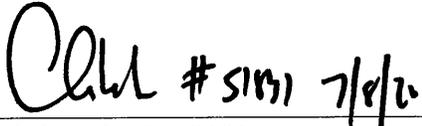
Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney

Superior, LLC, A CentralSquare company

## Add-On Quote

**Quote Prepared For:**  
 Marcia Chapman, Accounting & Payroll Specialist  
 City of Branson  
 110 West Maddux Street  
 BRANSON, MO, 65616  
 417-337-8553

**Quote Number: Q-00029651 Valid Until:**  
 07/06/20

**Quote Prepared By:**  
 Keegan Wetzel, Associate Account Manager  
 CentralSquare Technologies  
 1000 Business Center Drive  
 Lake Mary, FL 32746  
 Phone: +14073043058 Fax:  
[keegan.wetzel@centralsquare.com](mailto:keegan.wetzel@centralsquare.com)

Date: 04/08/20

Thank you for your interest in our company and our software and services solutions. Please review the below quote and feel free to contact Keegan Wetzel with any questions.

### Cloud/Hosted Fees

Product Name	Quantity	Amount
NaviLine Click2Gov3 Employee Self Service	1	1,164.00
<b>Total</b>		<b>1,164.00</b>

### Professional Services Installation & Configuration

Product Name	Amount	
NaviLine All Other Installation PA	1,400.00	
<b>Total</b>		<b>1,400.00</b>

### Technical Services

Product Name	Amount	
NaviLine All Other Technical Services PA	800.00	
<b>Total</b>		<b>800.00</b>

### Project Management

Product Name	Amount
NaviLine All Other Project Management PA	320.00

<b>Total</b>	<u><u>320.00</u></u>
<b>Total Professional Services</b>	<u><u>2,520.00</u></u>

## Summary

Product/Service	Amount
Cloud/Hosted Annual Access Fees	1,164.00
Professional Services	2,520.00
<b>Subtotal</b>	<u><u>3,684.00</u></u> USD
<b>Total</b>	<u><u>3,684.00</u></u> USD

See Product notes in the Additional Information Section

**Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:**

Do not pay from this form. Customer will be invoiced for the fees set forth after execution.

If applicable, annual Access, Subscription and/or Cloud/Hosting Fees will be invoiced annually after the initial term.

Maintenance Service and Support Fees (including third party products) are included with purchase for the initial term and will be invoiced annually after the initial term.

License, Start-up and Third Party software and/or hardware Fees are due at execution.

Training Fees and Travel Expenses are due as incurred. All other Professional Services will be Fixed Fee, due at execution.

Custom Modifications and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion.

Pricing for professional services provided under this quote is a good faith estimate based on the information available at the time of execution. The total amount may vary based on the actual number of hours of services required to complete the services. If required, additional services can be provided on a time and materials basis at CentralSquare's then-current hourly rates for the services at issue. For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

**Additional Terms:**

This Amendment will become effective as of the date first written above. Except as expressly provided in this Amendment, all terms and provisions of the existing Agreement between the Parties are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.

Marcia Chapman, Accounting & Payroll Specialist  
City of Branson

Authorized Signature: \_\_\_\_\_

Printed Name: E. Edd Akers

Date: \_\_\_\_\_

Additional Information Section  
Product Notes:

APPROVED AS TO FORM:

CEL # 51871 7/6/12

City Attorney



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL AMENDING THE CONTRACT WITH CENTRAL SQUARE TECHNOLOGIES PERTAINING TO THE PURCHASE OF CENTRAL SQUARE PAYMENT PROCESSING TECHNOLOGY AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**INITIATED BY:** FINANCE DEPARTMENT

**FIRST READING:** JULY 14, 2020

**FINAL READING:** JULY 28, 2020

**EXECUTIVE SUMMARY:**

- Currently, utility payments are taken through Click 2 Gov 3 and are processed by through a processing technology that will no longer be supported after December 31, 2020.
- This payment system is also necessary for the add-on module for online business license renewals and tourism tax payments.
- The contract will upgrade our system, include the Fusion module (a CentralSquare module that helps with integrating different systems with CentralSquare operating systems) for free, and change our merchant service provider for the Click 2 Gov 3 to Paya.
- Paya will change our credit card processing to include a processing fee to customers and will not charge convenience fees to the City. In 2019, the City paid \$51,536.13 in credit card processing fees for utilities and business licensing. While this will not reduce all fees the city currently incurs, it will substantially reduce the amount.
- As this purchase is necessary for the new online business license and tourism tax module, this expense will also be submitted for possible reimbursement from funds issued by the federal government under the CARES Act.

**FINANCIAL IMPACT:**

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

**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None

JD

**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. 5831

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE CONTRACT WITH CENTRAL SQUARE TECHNOLOGIES PERTAINING TO THE PURCHASE OF CENTRAL SQUARE PAYMENT PROCESSING TECHNOLOGY AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

---

**WHEREAS**, the City of Branson currently contracts with Central Square Technologies for the purchase of public administration software hosting, maintenance, and support; and

**WHEREAS**, the purchase of the Central Square payments would modernize city services; and

**WHEREAS**, the add-on purchase is in addition to the amount of the original contract approved by the Board of Alderman on August, 13, 2019; and

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

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

Section 1: The Board of Aldermen hereby approves the amendment to the contract with Central Square Technologies for the purchase of an online payment processor in the amount not to exceed \$3,900.00 and authorizes the Mayor to execute the contract in the form attached as Exhibit "1".

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

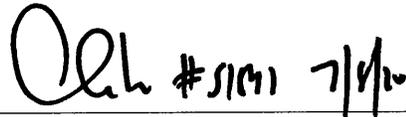
Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:



\_\_\_\_\_  
Lisa K Westfall  
City Clerk

\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney

Superior, LLC, A CentralSquare company

## Add-On Quote

Quote Number: Q-00031682 Valid Until:  
08/26/20

Quote Prepared For:  
JoLyn Tate, Accountant I  
City of Branson  
110 West Maddux Street  
BRANSON, MO, 65616  
(417) 337-8580

Quote Prepared By:  
Keegan Wetzel, Associate Account Manager  
CentralSquare Technologies  
1000 Business Center Drive  
Lake Mary, FL 32746  
Phone: +14073043058 Fax:  
[keegan.wetzel@centralsquare.com](mailto:keegan.wetzel@centralsquare.com)

Date: 06/01/20

Thank you for your interest in our company and our software and services solutions. Please review the below quote and feel free to contact Keegan Wetzel with any questions.

### Subscription Fees

Product Name	Quantity	Subscription Fee
CentralSquare Payments	1	0.00
Fusion	1	0.00
<b>Total</b>		<b>0.00</b>

### Third-Party License Fees & Maintenance

Product Name	Quantity	License Fee	Maintenance
NaviLine Web Enablement	1	3,250.00	650.00
<b>Total</b>		<b>3,250.00</b>	<b>650.00</b>

### Professional Services Technical Services

Product Name	Amount
CentralSquare Payments	2,520.00
<b>Total</b>	<b>2,520.00</b>

### Project Management

Product Name	Amount
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CentralSquare Payments

360.00

**Total**

**360.00**

**Total Professional Services**

**2,880.00**

## Summary

### Product/Service

Professional Services

Amount

2,880.00

**Subtotal**

**2,880.00** USD

Third-Party License Fees

3,250.00

**Subtotal**

**3,250.00** USD

Services Discounts

2,880.00 USD

**Total Excluding Maintenance**

**3,250.00** USD

Net Third-Party Maintenance

650.00 USD

**Total with Maintenance**

**3,900.00** USD

See Product notes in the Additional Information Section

**Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:**

Do not pay from this form. Customer will be invoiced for the fees set forth after execution.

If applicable, annual Access, Subscription and/or Cloud/Hosting Fees will be invoiced annually after the initial term.

Maintenance Service and Support Fees (including third party products) are included with purchase for the initial term and will be invoiced annually after the initial term.

License, Start-up and Third Party software and/or hardware Fees are due at execution.

Training Fees and Travel Expenses are due as incurred. All other Professional Services will be Fixed Fee, due at execution.

Custom Modifications and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion.



Pricing for professional services provided under this quote is a good faith estimate based on the information available at the time of execution. The total amount may vary based on the actual number of hours of services required to complete the services. If required, additional services can be provided on a time and materials basis at CentralSquare's then-current hourly rates for the services at issue. For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

**Additional Terms:**

This Amendment will become effective as of the date first written above. Except as expressly provided in this Amendment, all terms and provisions of the existing Agreement between the Parties are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.

**Comments:**

The Customer's Naviline environment, Fusion API server, and Click2Gov portal will be hosted in CentralSquare's private cloud. The customer's Fusion API server will be utilized to support the interface to CentralSquare Payments. This setup removes the customer's AS/400 environment and supporting appliances from their domain and enables a secure connection to the web for online payments. Additional API processes between Naviline and on-premise solutions will utilize the cloud-based Fusion API server using a VPN connection between CentralSquare's Private cloud and the Customer's domain.

Jolyn Tate, Accountant I  
City of Branson

Authorized Signature: \_\_\_\_\_

Printed Name: E. Edd Akers

Date: \_\_\_\_\_

**Additional Information Section**  
**Product Notes:**

APPROVED AS TO FORM:

EL #5111 7/4/20

City Attorney

# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL AMENDING THE CONTRACT WITH CENTRAL SQUARE TECHNOLOGIES PERTAINING TO THE PURCHASE OF AN ONLINE MODULE FOR BUSINESS LICENSES AND TOURISM TAX PAYMENTS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**INITIATED BY:** FINANCE DEPARTMENT

**FIRST READING:** JULY 14, 2020

**FINAL READING:** JULY 28, 2020

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**EXECUTIVE SUMMARY:**

- All license renewal paperwork and tourism tax returns must currently be submitted in paper form to the city, with the exception of a scanned copy.
- Payments must be submitted in-person, check by mail, or credit card by phone.
- This module will modernize the way that the Finance Department accepts renewals, returns and payments in the post-COVID world. Further, it will increase efficiencies in the event that that further stay-at-home orders are issued in the future.
- This purchase will be submitted for possible reimbursement from funds issued by the federal government under the CARES Act.

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**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. 5832 |

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE CONTRACT WITH CENTRAL SQUARE TECHNOLOGIES PERTAINING TO THE PURCHASE OF AN ONLINE MODULE FOR BUSINESS LICENSES AND TOURISM TAX PAYMENTS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

---

**WHEREAS**, the City of Branson currently contracts with Central Square Technologies for the purchase of public administration software hosting, maintenance, and support; and

**WHEREAS**, the purchase of the additional module to allow for online payments and processing of business licenses and tourism tax payments would modernize city services; and

**WHEREAS**, the add-on purchase is in addition to the amount of the original contract approved by the Board of Alderman on August, 13, 2019; and

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

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

Section 1: The Board of Aldermen hereby approves the amendment to the contract with Central Square Technologies for the purchase of an online module for business licenses and tourism tax payments in the amount not to exceed \$3,644.00 and authorizes the Mayor to execute the contract in the form attached as Exhibit "1".

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

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

---

E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

---

Lisa K Westfall  
City Clerk

*Clk #51831 7/18/19*  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney

Superior, LLC, A CentralSquare company

## Add-On Quote

**Quote Number: Q-00030349 Valid Until:  
07/22/20**

**Quote Prepared For:**  
JoLyn Tate, Accountant I  
City of Branson  
110 West Maddux Street  
BRANSON, MO, 65616  
(417) 337-8580

**Quote Prepared By:**  
Keegan Wetzel, Associate Account Manager  
CentralSquare Technologies  
1000 Business Center Drive  
Lake Mary, FL 32746  
Phone: +14073043058 Fax:  
[keegan.wetzel@centralsquare.com](mailto:keegan.wetzel@centralsquare.com)

Date: 04/29/20

Thank you for your interest in our company and our software and services solutions. Please review the below quote and feel free to contact Keegan Wetzel with any questions.

### Cloud/Hosted Fees

Product Name	Quantity	Amount
NaviLine Click2Gov3 Business Licenses	1	1,284.00
<b>Total</b>		<b>1,284.00</b>

### Professional Services Installation & Configuration

Product Name	Amount	
NaviLine Internet Installation PA	1,400.00	
<b>Total</b>		<b>1,400.00</b>

### Training

Product Name	Amount	
NaviLine Internet Training PA	640.00	
<b>Total</b>		<b>640.00</b>

### Project Management

Product Name	Amount
NaviLine Internet Project Management PA	320.00

Total	<u>320.00</u>
Total Professional Services	<u>2,360.00</u>

**Summary**

Product/Service	Amount
Cloud/Hosted Annual Access Fees	1,284.00
Professional Services	2,360.00
<b>Subtotal</b>	<u>3,644.00</u> USD
<b>Total</b>	<u>3,644.00</u> USD

See Product notes in the Additional Information Section

**Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:**  
 Do not pay from this form. Customer will be invoiced for the fees set forth after execution.

If applicable, annual Access, Subscription and/or Cloud/Hosting Fees will be invoiced annually after the initial term.

Maintenance Service and Support Fees (including third party products) are included with purchase for the initial term and will be invoiced annually after the initial term.

License, Start-up and Third Party software and/or hardware Fees are due at execution.

Training Fees and Travel Expenses are due as incurred. All other Professional Services will be Fixed Fee, due at execution.

Custom Modifications and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion.

Pricing for professional services provided under this quote is a good faith estimate based on the information available at the time of execution. The total amount may vary based on the actual number of hours of services required to complete the services. If required, additional services can be provided on a time and materials basis at CentralSquare's then-current hourly rates for the services at issue. For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

**Additional Terms:**

This Amendment will become effective as of the date first written above. Except as expressly provided in this Amendment, all terms and provisions of the existing Agreement between the Parties are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.

JoLyn Tate, Accountant I  
City of Branson

Authorized Signature: \_\_\_\_\_

Printed Name: E. Edd Akers

Date: \_\_\_\_\_

Additional Information Section  
Product Notes:

APPROVED AS TO FORM:

*E. Edd Akers* #51531 7/6/2

City Attorney



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL ACCEPTING THE PROPOSAL OF JCI INDUSTRIES, INC. FOR THE REBUILD OR REPLACEMENT OF LIFT STATION PUMPS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**INITIATED BY:** UTILITIES DEPARTMENT

**FIRST READING:** JULY 14, 2020

**FINAL READING:** JULY 28, 2020

**EXECUTIVE SUMMARY:**

- The Utilities Department currently operates 40 sewer lift stations within the City’s sewer collection system. Within these stations 87 pumps, ranging in size from 20 to 300 HP having capacities to pump 50 to 3000 gallons per minute, are used to convey wastewater through the collection system to the treatment facilities. Each station requires daily physical monitoring to assure proper operation and a thorough preventative maintenance program to maintain equipment reliability.
- Through Priority Based Budgeting (PBB) the department manages an annual Lift Station Pump Rebuild/Replacement Program in which an average of 10-12 station pumps per year are evaluated and a determination is made to rebuild or replace each unit. On average a quality lift station pump can operate 18-20 years with proper maintenance and rebuilds occurring at 6-7 year intervals.
- During the past ten years, the department has developed strict specifications for a reliable pump design. All replacement pumps, regardless of brand, must meet critical requirements for bearing types, seal types, internal cooling systems and impeller technologies that can properly pump debris found in today’s wastewater flows. Under these specifications and our current maintenance program the risk of pump failures and sanitary sewer spills have been significantly reduced.
- One bid was received on February 6, 2020, JCI Industries for replacement pumps meeting all specifications for units listed for evaluation in 2020. The request for bid indicated the department would first have all existing pumps, listed in the bid scope, inspected and evaluated for a possible rebuild in lieu of replacement. Pumps found to be suitable for a cost-effective rebuild will be refurbished and those not suitable for rebuild will be replaced as the department budget allows.
- Replacement bid amounts and additional information on detail 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

**COMMUNITY PLAN 2030:** E1 1.1

**ATTACHED EXHIBITS:**

**ITEM/SUBJECT: READING OF A BILL ACCEPTING THE PROPOSAL OF JCI INDUSTRIES, INC. FOR THE REBUILD OR REPLACEMENT OF LIFT STATION PUMPS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

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**DETAILED ANALYSIS:**

JCI Industries provided the following pricing for the replacement of existing pumping equipment:

<b><u>Pump Location</u></b>		<b><u>Replacement Cost</u></b>
Lift Station #17	(Pump 1)	\$ 74,383
Lift Station #9	(Pump 1)	\$ 20,432
Lift Station #22	(Pump 1)	\$ 19,405
Lift Station #22	(Pump 2)	\$ 19,405
Lift Station #30	(Pump 1)	\$ 13,989
Lift Station #30	(Pump 2)	\$ 13,989
Lift Station #39	(Pump 1)	\$ 28,220
Lift Station #31b	(Pump 1)	\$ 8,913
Lift Station #31b	(Pump 2)	\$ 8,913
Lift Station #6	(Pump 2)	\$ 8,771
Lift Station #4	(Pump 1)	\$ 12,483
Lift Station #18	(Pump 1)	\$ 15,870
Lift Station #18	(Pump 2)	\$ 15,870
<b>Total</b>		<b>\$260,643</b>

It is anticipated all existing pumps can be refurbished based on age, current condition, and history of performance. As a standard guide in our lift station pump rebuild/replacement program, existing pumps that may be rebuilt for less than 50% of replacement costs are considered for rebuild.

As specified, JCI will first evaluate each of the thirteen existing pumps listed for 2020 and provide written quotes for each proposed rebuild. Staff will then determine if the unit will be rebuilt or replaced. \$132,000 has been allotted and approved in the Utilities operational capital budget for the 2020 Lift Station Pump Rebuild and Replacement Program. Staff will rebuild, or replace as necessary, as many of these pumps as possible while staying within the approved budget amount.

Should it be necessary to replace a unit the Flygt brand pumps submitted by JCI Industries meet all required specifications. The existing Flygt brand pumps being used in the City's lift station system have historically proven to be highly reliable.

The ability to accurately bid pump rebuilds is limited. Although this will likely be the option taken the department chooses to advertise annually through a Request for Bid for replacement costs in order to provide transparency of monies being spent.

Staff recommends award of the contract to JCI Industries, Inc. for the rebuild or replacement of lift station pumps for the fiscal year 2020 in an amount not to exceed \$132,000.

BILL NO. 5833 /

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ACCEPTING THE PROPOSAL OF JCI INDUSTRIES, INC. FOR THE REBUILD OR REPLACEMENT OF LIFT STATION PUMPS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

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**WHEREAS**, the City of Branson advertised for proposals for pump repair or replacement, start-up and testing of lift station pumps on January 22, 2020; and

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

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

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

Section 1: The Board of Aldermen hereby accepts the proposal of JCI Industries, Inc. for lift station pump repair or replacement, start-up and testing in the amount not to exceed \$132,000.00 and authorizes the Mayor to execute the contract in the form attached as Exhibit "1".

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

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.

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E. Edd Akers  
Mayor

ATTEST:

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Lisa K Westfall  
City Clerk

APPROVED AS TO FORM:

  
Chris Lebeck #51831  
City Attorney

Master Contract Number: \_\_\_\_\_  
 Prevailing Wage Project No. VW \_\_\_\_\_

## SERVICES CONTRACT

**THIS CONTRACT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Branson, Missouri (the "City") and **JCI Industries, Inc.** ("Service Provider").

WITNESSETH:

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

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

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

1. **Scope Of Work.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services 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, 2020**.

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 **One Hundred Thirty Two Thousand Dollars (\$132,000.00)**, 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. **Prevailing Wages:** It is agreed that all labor utilized in the installation of this project shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. (Please see annual wage order no. 26 for current wage rates.) The contractor will forfeit the penalty to the City of Branson of \$100 per day (or portion of a day) if a worker is paid less than the prevailing rate for any work done under the

contract by the contractor or by any subcontractor. It is the responsibility of the Service Provider to maintain these records and provide them to the City upon request. Failure to do so shall be considered a material breach of this agreement.

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

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

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

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

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

23. **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.

24. **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.

25. **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:  2020.02.28  
(Signature) Date

\_\_\_\_\_  
E. Edd Akers Date  
Mayor

Name: DIRK BENNETT  
(Printed Name)

ATTEST:  
\_\_\_\_\_  
Lisa K Westfall Date  
City Clerk

Title: VP-ops

Company Name: JCI, INC.

Address: 1161 SE HAMBLEN RD  
LEES SUMMIT MO 64081

Phone: 816 525 3320

APPROVED AS TO FORM:  
 #51831 2/4/20  
Chris Lebeck #51831 Date  
City Attorney

E-Mail: dbennett@jciind.com

Tax ID: 43-1080077

JCI Industries, Inc.  
1161 SE Hambler Rd.  
Lee's Summit, MO 64081

## SCOPE OF CONTRACT

1. **Purpose:** The City of Branson intends to remove up to twelve (12) existing submersible wastewater pumps and one (1) above ground pump for inspection and evaluation by the pump manufacturer's area representative(s). Those pumps found to be of adequate condition for repair will be refurbished and placed back in service. Those pumps found not to be of adequate condition for refurbishment will be replaced by JCI Industries, Inc. for each application as provided in this Contract. JCI Industries, Inc. will provide replacement pumps as indicated on the pricing page. **Replacement pumps will not be purchased if the existing pump is in adequate condition to refurbish as determined by the City.**

### General Requirements:

#### 2. Essential Duties and Responsibilities:

- 2.1 City personnel shall disconnect and remove existing pumps which will be replaced. City personnel shall set and connect each replacement pump at the electrical control disconnect. JCI Industries, Inc. shall perform startup of replacement pump, verify that all pump functions meet required manufacturer's specifications, and that all pumping performance conditions and GPM requirements meet the engineering specifications of the lift station.
- 2.2 Crane equipment and service shall be provided by the City of Branson to remove and install pumping equipment for all stations included in this project.
- 2.3 JCI Industries, Inc. shall deliver each replacement pump to the lift station locations. Megger test information shall accompany the pump motor information along with expected amp draw information.
- 2.4 JCI Industries, Inc. provided an exact or a later model replacement pump of the same brand or a city engineer approved equal meeting all electrical, pumping and operational requirements, for pump units supplied in this project. All compatible later model pumps of the same brand or approved equal shall be equipped with all required adaptors, components and appurtenances to allow for a complete and fully functional unit made ready for use with existing mounting brackets, guide rails, pump bases and electrical controls.
- 2.5 Pump specifications shall include at a minimum the following, or city engineer approved equal, components:
  - 2.5.1 ASTM A-48, Class 35B cast iron motor housing with factory applied coating
  - 2.5.2 All exposed nuts & bolts, Stainless Steel, AISI 304

- 2.5.3 All O-ring seals, Nitrile or Viton rubber, compressed on 2 sides and four sides of contact
- 2.5.4 Grommet type cable entry seals with strain relief
- 2.5.5 Separated cable and motor chambers with sealing gland(s)
- 2.5.6 NEMA B design induction type motor, inverter duty rated, NEMA MG1, Part 31
- 2.5.7 Air filled water tight motor chamber
- 2.5.8 Class H insulation, rated for 180 degrees C (356 degrees F)
- 2.5.9 Capable of 15 evenly spaced starts per hour
- 2.5.10 Thermal switches on each phase winding set to open at 125 degrees C (260 degrees F)
- 2.5.11 Stator chamber leakage detector
- 2.5.12 Resettable status/condition monitoring device connected to leakage detector and thermal switches for alarm and motor shut-down capabilities
- 2.5.13 480 Volt, 3 Phase, 60 Hertz
- 2.5.14 Convection cooled by surrounding environment for 14 HP or less, internally pumped and recirculated closed loop liquid cooling system for continuous operation up to 40 degrees C (104 degrees F) for 15 HP and above
- 2.5.15 Capability to operate non-submerged without damage
- 2.5.16 Continuous run power and control cables, no splices between pump and control panel, with stainless steel strain reliefs
- 2.5.17 Permanent grease lubricated motor bearings
- 2.5.18 Upper shaft bearing, deep groove, ball type
- 2.5.19 Lower shaft bearing, two row angular contact type
- 2.5.20 Tandem mechanical shaft seal system located between pump and motor housings, two independent seal assemblies and spring systems requiring no maintenance or adjustment for proper operation, each consisting of one rotating tungsten-carbide ring and one stationary tungsten-carbide ring. 15 HP and larger pumps shall have mechanisms to prevent pumped media from coming in contact with seal springs and designs to prevent abrasive particulates from entering the seal cavity
- 2.5.21 Seal lubricant chamber containing non-toxic lubricant to lubricate seal surfaces at constant rate independent of pumped media.
- 2.5.22 One piece stainless steel pump/motor shaft, ASTM A479 S43100-T
- 2.5.23 Hard-Iron™ (ASTM A-532 (Alloy III A) Impeller, 25% chrome cast iron, leading edge hardened to Rc 60, dynamically balanced, semi-open, multi-vane, non-clog, capable of passing 3 inch solid, mechanically self-cleaning.
- 2.5.24 ASTM A-48, Class 35B single piece cast iron volute with Hard-iron™ (ASTM A-532 (Alloy III A) 25% chrome cast iron replaceable suction cover insert ring with spiral-shaped, sharp-edged grooves and guide pin to lessen risk of debris and trash buildup.
- 2.5.25 Machined metal pump discharge flange to allow watertight connection with pump base without the use of O-rings, seals or sealants.

2.5.26 Stainless steel lifting chain/cable of adequate length to extend four (4) feet above wet well top

2.6 Pump and Motor Warranty: JCI Industries, Inc. warrants that all materials shall be and shall remain free from defective workmanship or materials for a period of one (1) year from date of installation. In the event that a defect occurs within this warranty period, JCI Industries, Inc. shall, at his sole expense, repair, replace or otherwise correct 100% of any such defective workmanship or materials. JCI Industries, Inc. shall provide a prorated warranty in years 2 – 5 following installation. Annual prorated percentage and any run-time hour limits is indicated on pricing page. JCI Industries, Inc. shall not be liable for consequential damages and contractor's liability shall be limited to parts, supplies and labor costs for repair, replacement or correcting of defective workmanship or materials, including pick-up and delivery. JCI Industries, Inc. shall have no responsibility with respect to workmanship or other defects caused by structural failure, or any other causes beyond the JCI Industries Inc.'s control.

2.7 Prices must remain firm for a period of not less than two hundred forty (240) days from the date of closing.

3. Pump and Equipment Information

1 Lift Station #17

a. Pump #1 - 335HP, 3 Phase, Flygt Submersible Pump – Model 3231.765, Serial Number S1511134, 8” discharge, 55’ cables, 3000 gpm, IP: 455, 480 Volts

2 Lift Station #9

a. Pump #1 - 34 HP, 3 Phase, Flygt Submersible Pump – Model 3171.185, Serial Number 1310018, 6” discharge, 50’ cables, 975 gpm, IP: 453, 480 Volts

3 Lift Station #22

a. Pump #1 - 18 HP, 3 Phase, Flygt Submersible Pump – Model 3153.090, Serial Number S0460079, 4” discharge, 55’ cables, 1585 gpm, IP: 413, 480 Volts

b. Pump #2 - 18 HP, 3 Phase, Flygt Submersible Pump – Model 3153.090, Serial Number S0460078, 4” discharge, 55’ cables, 1585 gpm, IP: 413. 480 Volts

4 Lift Station #30

a. Pump #1 – 20 HP, 3 Phase, Flygt Submersible Pump – Model 3153.091, Serial Number 00740149, 4” discharge, 55’ cables, 1200 gpm, IP: N/A, 480 Volts

b. Pump #2 – 20 HP, 3 Phase, Flygt Submersible Pump – Model 3153.091, Serial Number 0740148, 4” discharge, 55’ cables, 1200 gpm, IP: N/A, 480 Volts

5 Lift Station #39

a. Pump #1 – 20 HP, 3 Phase, Smith & Loveless Pump – Model

5k256dp5733A, Serial Number 16-3581, 4" discharge, N/A' cables, \_\_\_  
GPM, IP:N/A, 240 Volts

6 Lift Station #31b

- a. Pump #1 - 5 HP, 1 Phase, Hydromatic Submersible Pump - Model S4N500M2-4, Serial Number 10002163, 4" discharge, 35' or 50' cables, 600 GPM, IP: 6.9' 240 Volts
- b. Pump #2 - 5 HP, 1 Phase, Hydromatic Submersible Pump - Model S4N500M2-4, Serial Number S17322, 4" discharge, 35' or 50' cables, 600 GPM, IP: 6.9' 240 Volts

7 Lift Station #6

- a. Pump #2 - 10 HP, 3 Phase, Flygt Submersible Pump - Model 3127.090-2226, Serial Number 0770139, 4" discharge, 40' cables, 220 gpm, IP: 488, 480 Volts

8 Lift Station #4

- a. Pump #1 - 15 HP, 3 Phase, Flygt Submersible Pump - Model 3153-181, Serial Number 0670165, 4" discharge, 50' cables, 200 gpm, IP: 463, 480 Volts

9 Lift Station #18

- a. Pump #1 - 23 HP, 3 Phase, Flygt Submersible Pump - Model 3153.181, Serial Number S1050080, 4" discharge, 60' cables, 138 gpm, IP: 276, 480 Volts
- b. Pump #2 - 23 HP, 3 Phase, Flygt Submersible Pump - Model 3153.181, Serial Number S105081, 4" discharge, 60' cables, 138 gpm, IP: 276, 480 Volts

4. Invoicing: The City agrees to pay JCI Industries, Inc. in accordance with the rates set forth on the pricing page. Payments will be paid by the City based upon an itemized statement of services furnished by JCI Industries, Inc. and subject to approval by the requesting department that JCI Industries, Inc. fully performed the work satisfactorily.
5. Subcontracting: JCI Industries, Inc. must function as the single point of responsibility for the City, regardless of any subcontractor arrangements for all services provided. JCI Industries, Inc. must submit a list of subcontractors to the Purchasing Department for approval within thirty (30) days from the beginning of this contract. This shall include assuming responsibilities and liabilities for all material, and services provided. None of the work or services covered by the contract shall be subcontracted without the prior approval of the City.
6. Investigation of Conditions: JCI Industries, Inc. shall carefully examine the site of the work, and fully inform themselves to the conditions of the equipment and limitations. JCI Industries, Inc. must use such methods and means to carry out his work so as to cause minimal interruption or interference with City business.

**PRICING PAGE**

JCI Industries, Inc. provided pricing information as specified below to provide replacement of centrifugal wastewater pumps in accordance with the terms and conditions of this Contract.

**REPLACEMENTS PUMPS****Lift Station #17**

- Flygt Submersible (Pump #1) – Model 3231.765 or approved equal**
001. New replacement pump delivery, installation, start-up and testing. \$ 74,383 L/S  
List pump brand and model number: Flygt 3231.765

**Lift Station #9**

- Flygt Submersible (Pump #1) Model 3171.185 or approved equal**
002. New replacement pump delivery, installation, start-up and testing. \$ 20,432 L/S  
List pump brand and model number: Flygt 3171.185

**Lift Station #22**

- Flygt Submersible (Pump #1) – Model 3153.090 or approved equal**
003. New replacement pump delivery, installation, start-up and testing. \$ 19,405 L/S  
List pump brand and model number: Flygt 3153.095

- Flygt Submersible (Pump #2) – Model 3153.090 or approved equal**
004. New replacement pump delivery, installation, start-up and testing. \$ 19,405 L/S  
List pump brand and model number: Flygt 3153.095

**Lift Station #30**

- Flygt Submersible (Pump #1) – Model 3153.091 or approved equal**
005. New replacement pump delivery, installation, start-up and testing. \$ 13,989 L/S  
List pump brand and model number: Flygt 3153.095

- Flygt Submersible (Pump #2) – Model 3153.091 or approved equal**
006. New replacement pump delivery, installation, start-up and testing. \$ 13,989 L/S  
List pump brand and model number: Flygt 3153.095

**Lift Station #39**

- Smith & Loveless (Pump #1) – Model 5k256dp5733A or approved equal**
007. New replacement pump delivery, installation, start-up and testing. \$ 28,220 L/S  
List pump brand and model number: Smith & Loveless 4C3B, 20 HP

**Lift Station #31b**

- Hydromatic Submersible (Pump #1) – Model S4N500M2-4 or approved equal**
008. New replacement pump delivery, installation, start-up and testing. \$ 8,913 L/S  
List pump brand and model number: Flygt 3127

- Hydromatic Submersible (Pump #2) – Model S4N500M2-4 or approved equal**
009. New replacement pump delivery, installation, start-up and testing. \$ 8,913 L/S  
List pump brand and model number: Flygt 3127

**Lift Station #6**

- Flygt Submersible (Pump #2) – Model 3127.090.2226 or approved equal**
010. New replacement pump delivery, installation, start-up and testing. \$ 8,771 L/S  
List pump brand and model number: Flygt 3127.090

**Lift Station #4**

- Flygt Submersible (Pump #1) – Model 3153.181 or approved equal**
011. New replacement pump delivery, installation, start-up and testing. \$ 12,483 L/S  
List pump brand and model number: Flygt 3153.185

**Lift Station #18**

- Flygt Submersible (Pump #1) – Model 3153.181 or approved equal**
012. New replacement pump delivery, installation, start-up and testing. \$ 15,870 L/S  
List pump brand and model number: Flygt 3153.185

- Flygt Submersible (Pump #2) – Model 3153.181 or approved equal**
013. New replacement pump delivery, installation, start-up and testing. \$ 15,870 L/S  
List pump brand and model number: Flygt 3153.185

Prorated Warranty Percentage and run time hour limits for new pumps during years 2 – 5 after Date of Completion.

Year 2 100 %	0 Run Time Hour Limit
Year 3 50 %	0 Run Time Hour Limit
Year 4 50 %	0 Run Time Hour Limit
Year 5 25 %	0 Run Time Hour Limit

**The above pricing information is hereby provided in accordance with the terms and conditions of this contract.**

# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL AMENDING SECTION 2-136 OF THE BRANSON MUNICIPAL CODE PERTAINING TO DEALINGS WITH EMPLOYEES BY BOARD OR MAYOR.

**INITIATED BY:** LEGAL DEPARTMENT

**FIRST READING:** JULY 14, 2020

**FINAL READING:** JULY 28, 2020

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**EXECUTIVE SUMMARY:**

- The City of Branson is a fourth-class political subdivision of the State of Missouri, and the government of the City of Branson is organized with a Mayor, City Administrator, and Board of Aldermen.
- Under Branson Municipal Code Sec. 2-136(e), the "...city administrator shall be the chief executive officer to the mayor and the board and as such shall be the administrative officer of the city government."
- Branson Municipal Code Sec. 2-136(f) states in part "...Except for the purpose of inquiry, the board and its members shall deal with the employees solely through the city administrator, and neither the board nor any of the members nor the mayor shall give orders to any city employee except the city administrator, either publicly or privately."
- There has been confusion and misinterpretation of the word "inquiry" in Branson Municipal Code Sec. 2-136(f) as the phrase "(e)xcept for the purpose of inquiry" does not give Board members the ability to question city employees *ut opus*. The expression "(e)xcept for the purpose of inquiry..." is to allow an exception so that questioning of employees by Board members can occur during formal meetings. Id.
- The word inquiry carries a few meanings, including the one which fits best being "a systematic investigation often of a matter of public interest." Merriam-Webster "inquiry" 2020. If you read the sentence in that regard, then the second phrase, "the board and its members shall deal with the employees solely through the city administrator" carries meaning.
- If you read "inquiry" to mean simple questioning, then "the board and its members shall deal with the employees solely through the city administrator" has no meaning at all. BMC Sec. 136(f).
- This ordinance corrects that language so that it is clear how the mayor and board are to interface with city employees either through formal meetings or the city administrator.

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**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:** G-3: TRANSPARENCY

**ATTACHED EXHIBITS:**



2  
3  
4 AN ORDINANCE AMENDING SECTION 2-136 OF THE BRANSON MUNICIPAL  
5 CODE PERTAINING TO DEALINGS WITH EMPLOYEES BY BOARD OR MAYOR.  
6

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7  
8 WHEREAS, the City of Branson as a fourth-class political subdivision of the State of Missouri  
9 is organized with a Mayor - City Administrator - Aldermen form of government; and

10  
11 WHEREAS, the City Administrator vested as the chief executive officer to the Mayor and the  
12 Board and as such is the administrative officer of the government for the City of Branson.

13  
14 NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE  
15 CITY OF BRANSON, MISSOURI, THE FOLLOWING:  
16

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

20  
21 Section 2: That Section 2-136 (f) – *Dealings with employees by board or mayor* of the  
22 Branson Municipal Code is hereby amended to read as follows:  
23

24 CHAPTER 2 ADMINISTRATION  
25 ARTICLE III. – OFFICES AND EMPLOYEES  
26 DIVISION 2. – CITY ADMINISTRATOR  
27

28 Sec. 2-136. – Appointment; removal; powers and duties.  
29

30 (f) *Dealings with employees by board or mayor*. Neither the board nor any of its members  
31 nor the mayor shall direct or request the appointment of any person to or his removal from office,  
32 except those positions appointed or elected by the board and except as authorized in the human  
33 resources manual. Except for [~~the purpose of~~] inquiry **during board or committee meetings**,  
34 the board and its members shall deal with the employees solely through the city administrator,  
35 and neither the board nor any of the members nor the mayor shall give orders to any city  
36 employee except the city administrator, either publicly or privately.  
37

38 NOTE: LANGUAGE WHICH IS **UNDERLINED** HAS BEEN ADDED;  
39 LANGUAGE WHICH IS [~~BRACKETED, STRICKEN~~] HAS BEEN REMOVED.  
40

41  
42 Section 3: This ordinance shall be in full force and effect from and after its passage by the  
43 Board of Aldermen and approval by the Mayor.  
44

45 Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
46  
47

48 Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of  
49 Branson, Missouri on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

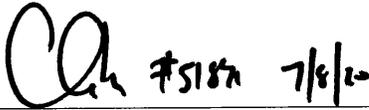
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\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL AMENDING SECTION 2-77 OF THE BRANSON MUNICIPAL CODE PERTAINING TO ABSTENTIONS.

**INITIATED BY:** LEGAL DEPARTMENT

**FIRST READING:** JULY 14, 2020

**FINAL READING:** JULY 28, 2020

**EXECUTIVE SUMMARY:**

- The purpose of this ordinance is to codify in municipal code how abstentions are to be handled during the vote on an item.
- The common law rule in Missouri is that a councilman has a duty to vote and as a corollary to that rule, any passed vote is to be treated as an acquiescence in and a vote with the majority. *Bonsack & Pearce, Inc. v. School District of Marceline*, 49 S.W.2d 1085 (1932); *Mullins v. Eveland*, 234 S.W.2d 639 (Mo.App.1950).
- The Missouri Court Appeals has noted that the common law rule treating an abstention as a vote with the majority “does not apply if a statute governs the voting requirements.” *Braddy v. Zych*, 702 S.W.2d 491, 495 (Mo. Ct. App. 1985).
- The procedure to enact ordinances in a fourth-class city is governed by statute, specifically §79.130, RSMo which is codified in the Branson Municipal Code at §2-68.
- Both the statute and code state in part that “[n]o ordinance shall be passed except by bill, and no bill shall become an ordinance unless on its final passage a majority of the members elected to the board shall vote for it, and the ayes and nays be entered on the journal.” *Id.*
- As the common law rule does not apply where the statute lays out the voting requirement there is a need to make sure abstentions are not used to frustrate or manipulate the legislative process laid out in statute.
- When abstentions are used as a weapon to frustrate or manipulate the legislative process on controversial topics, they take away the statutorily granted power of the mayor to vote in “case of a tie.” §79.120, RSMo (1939).

**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:** G-3: TRANSPARENCY

**ATTACHED EXHIBITS:**

1 BILL NO. 5835

ORDINANCE NO. \_\_\_\_\_

2  
3  
4 AN ORDINANCE AMENDING SECTION 2-77 OF THE BRANSON MUNICIPAL  
5 CODE PERTAINING TO ABSTENTIONS.  
6

---

7  
8 WHEREAS, the common law rule in Missouri is that a councilman has a duty to vote and as a  
9 corollary to that rule, any passed vote is to be treated as an acquiescence in and a vote with the  
10 majority. *Bonsack & Pearce, Inc. v. School District of Marceline*, 49 S.W.2d 1085 (1932);  
11 *Mullins v. Eveland*, 234 S.W.2d 639 (Mo.App.1950); and  
12

13 WHEREAS, the Missouri Court Appeals has noted that the common law rule treating an  
14 abstention as a vote with the majority “does not apply if a statute governs the voting  
15 requirements.” *Braddy v. Zych*, 702 S.W.2d 491, 495 (Mo. Ct. App. 1985); and  
16

17 WHEREAS, the procedure to enact ordinances in a fourth-class city is governed by statute,  
18 specifically §79.130, RSMo which is codified in the Branson Municipal Code at §2-68; and  
19

20 WHEREAS, both the statute and code state in part that “[n]o ordinance shall be passed except  
21 by bill, and no bill shall become an ordinance unless on its final passage a majority of the  
22 members elected to the board shall vote for it, and the ayes and nays be entered on the journal.”  
23 Id.  
24

25 WHEREAS, as the common law rule does not apply where the statute lays out the voting  
26 requirement there is a need to make sure abstentions are not used to frustrate or manipulate the  
27 legislative process laid out in statute.  
28

29 NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE  
30 CITY OF BRANSON, MISSOURI, THE FOLLOWING:  
31

32 Section 1: It is the intention of the Board, and it is hereby ordained, that the provisions of this  
33 ordinance shall become and be made a part of the Branson Municipal Code, and the  
34 sections of this ordinance may be renumbered to accomplish such intention.  
35

36 Section 2: That Section 2-77. - *Method of Voting* – of the Branson Municipal Code is hereby  
37 amended to read as follows:  
38

39 CHAPTER 2 ADMINISTRATION  
40 ARTICLE II. – MAYOR AND BOARD OF ALDERMEN  
41 DIVISION 2. – PROCEDURE  
42

43 Sec. 2-77. - Method of Voting; Abstentions  
44

45 (a) All votes shall be by voice voting, roll call, show of hands, or electronic voting device  
46 that clearly indicates each member's individual vote or a statement of abstention if not  
47 voting. The minutes of the proceedings of the board shall record the individual votes on  
48 all items voted upon.

49 **(b) If a member of the board abstains from voting on an item, then that abstention shall**  
50 **be recast as a no vote for counting and recording of the individual votes on the item.**  
51

52  
53 NOTE: LANGUAGE WHICH IS **BOLD, UNDERLINED** HAS BEEN ADDED;  
54 LANGUAGE WHICH IS [~~BRACKETED, STRICKEN~~] HAS BEEN REMOVED.  
55

56  
57 Section 3: This ordinance shall be in full force and effect from and after its passage by the  
58 Board of Aldermen and approval by the Mayor.  
59

60  
61 Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

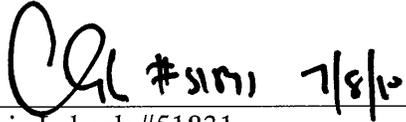
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63  
64 Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of  
65 Branson, Missouri on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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69  
70 \_\_\_\_\_  
71 E. Edd Akers  
72 Mayor

73  
74 ATTEST:

75 APPROVED AS TO FORM:

76  
77 \_\_\_\_\_  
78 Lisa K Westfall  
79 City Clerk

80  
\_\_\_\_\_   
Chris Lebeck #51831  
City Attorney



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL APPROVING THE SALE OF REAL ESTATE TO RODRIGUEZ REAL ESTATE INVESTMENT LLC AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**INITIATED BY:** LEGAL DEPARTMENT

**FIRST READING:** JULY 14, 2020

**FINAL READING:** JULY 28, 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.
- An independent appraisal of the property was done and it has been valued at 88,000 thousand dollars at a size of 25,144 square feet.
- During the minor subdivision plat process and in verifying the legal description it has been learned that the property is only 21,834 square feet as the legal description contained in the original lease agreement never considered the expansion of Pat Nash Drive.
- Based on the new square footage a new purchase price was developed of \$76,415 based on the previous appraisal. (\$3.50 sq. ft.)
- The owners wish to purchase the purchase the property as they wish to make capital improvements to their kitchen and the parking lot.

**FINANCIAL IMPACT:**

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

**STAFF RECOMMENDATION:**

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

**COMMUNITY PLAN 2030:** 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:**

BILL NO. 5836

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 a part 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 modified, supporting, additional agreements or conveyances 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\_\_.

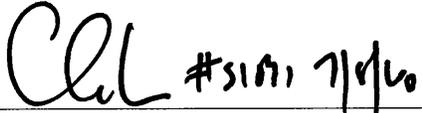
Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
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 the \_\_\_\_\_ day of June 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 portion of the Southeast Quarter of the Southwest Quarter of Section 35, Township 23 North, Range 22 West of the 5th Principal Meridian, City of Branson, Taney County, Missouri, described as follows:

Commencing at an iron bar marking the northeast corner of the Southeast Quarter of the Southwest Quarter of said Section 35; thence North 88°20'08" West along the north line thereof a distance of 240.93 feet; thence South 2°06'13" West a distance of 637.48 feet to an iron bar marking the Point of Beginning; thence North 80°52'00" East a distance of 114.87 feet; thence South 1°59'00" West a distance of 90.00 feet; thence South 24°11'00" East a distance of 57.57 feet; thence South 55°15'30" West a distance of 77.00 feet; thence South 63°56'15" West a distance of 80.00 feet to the beginning of a curve concave to the north and having a radius of 25.00 feet; thence Westerly along said curve a distance of 5.88 feet (through an angle of 13°28'47"); thence North 1°53'33" East a distance of 205.33 feet to the Point of Beginning.

The above described tract contains 21,834 square feet, more or less, and is subject to any easements or restrictions of record. This description was prepared by James Jasper, PLS No: 2012018391.

(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 SEVENTY-SIX THOUSAND FOUR HUNDRED FIFTEEN DOLLARS (\$76,415.00) 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; SEVENTY-FIVE THOUSAND FOU HUNDRED FIFTEEN DOLLARS (\$75,415.00) cash, or cash equivalent upon delivery of deed as herein provided.
5. The closing date shall be July 21, 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) waives 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 Seiler as liquidated damages. Time is of the essence of this contract.
12. Buyer has executed and delivered a copy of this contract this the 18 day of June 2020. Unless Seller shall date and execute this contract and return a fully executed copy to

Buyer, on or before the 1<sup>st</sup> day of August 2020 Buyer's execution hereof shall be null and void.

IN WITNESS WHEREOF, said parties hereunto subscribe their names.

Rodriguez Real Estate Investments

City of Branson

By:   
Marcelino Ramirez – Managing Member

By: \_\_\_\_\_  
E. Edd Akers, Mayor

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Lisa K Westfall  
City Clerk

By:  #51831  
Chris Lebeck #51831  
City Attorney



# STAFF REPORT

**ITEM/SUBJECT:** A RESOLUTION APPROVING THE PERMANENT CLOSURE OF THE BRANSON RECYCLE CENTER.

**INITIATED BY:** ADMINISTRATION

**DATE:** JULY 28, 2020

**EXECUTIVE SUMMARY:**

- Purpose of this staff report is to provide courses of action and a recommendation on the future of the City of Branson Recycle Center.
- Reference Staff Study to Board of Aldermen, June 18, 2020. Subject: Update on Recycle Center.
- The City of Branson Recycle Center costs in excess of \$250,000 annually.
- The Priority Based Budgeting Process and Concepts used by the City highlight that managing a recycling center is not a mission essential function of the city.
- Private industry performs trash removal service for the residents of Branson and provides recycling on a requested basis.
- The recommended course of action is to permanently close the City of Branson Recycle Center.

**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:** Good Governance. 2.2.2, 3.1.3. 3.2.2, 4.1.1, 6.1.3

**ATTACHED EXHIBITS:** Exhibit "1" - PPT slides

**ITEM/SUBJECT: A RESOLUTION APPROVING THE PERMANENT CLOSURE OF THE BRANSON RECYCLE CENTER.**

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**DETAILED ANALYSIS:**

- Purpose of this staff report is to provide courses of action and a recommendation on the future of the City of Branson Recycle Center.
- Based on guidance received from Board of Aldermen during the June 18, 2020, Board of Aldermen Study Session; staff provides the following three courses of action:

Course of Action 1 – No Change, Reopen the City of Branson Recycle Center.

This course of action simply reopens the recycle center as it was post China National Sword Policy and pre-COVID-19. There will be no fees for usage and no evidence of residency required. Estimated cost to the residents of the City of Branson through taxes is between \$250,000-\$300,000/year. Estimated time to execute this course of action is 5 days.

Course of Action 2 – Keep the City of Branson Recycle Center Permanently Closed.

This course of action will keep the center closed. We will then sell off the equipment and reassign the personnel to vacant positions within the city staff. Estimated cost to the residents of the City of Branson through taxes is \$0. Estimated time to execute this course of action is 0 days (with exception of selling off the equipment).

Course of Action 3 – Reopen the City of Branson Recycle Center with a Focus on Decreasing the Expenditure Revenue Gap.

This course of action will reopen the center with requirements to include adding personnel and equipment to weigh recycling trash, confirm residency, charge for usage, and close all outstations. There will be an estimated upfront cost of \$300,000 for personnel and equipment, which will carry over to an estimated annual cost of \$500,000. We will reduce the expenditure revenue gap by charging residents of Branson a direct use fee based on weight of recyclables, flat rate for glass, and flat rate for hazardous materials. Charge to non-Branson residents will be 50% greater. First year rate is:

- City of Branson Resident – \$1.00/lb for approved recyclables. \$2.00/box (18x11x9inch, ‘paper box’) of glass. \$5.00/box (18x11x9inch, ‘paper box’) of household hazardous waste.
- Non-Residents of Branson, Businesses, Organizations pay 50% more than Branson residents for each fee above.

We will adjust the rates after an assessment of year one with intent of recouping 90% of overall cost.

- Recommended Course of Action is #2 - Keep the City of Branson Recycle Center Permanently Closed. This course of action is the most feasible, acceptable, and suitable as we continue to strive to be the best possible stewards for the 11,000 citizens who live in the city limits of Branson. This course of action fits within our Priority Based Budgeting Process and Concepts and allows us to shift this function to the private sector and focus more on mission essential functions of the city.



**City of Branson**

**Board of Alderman**  
July 28, 2020

*FUTURE OF THE CITY OF BRANSON RECYCLE CENTER*

1



**Course of Action 1**  
*No change, reopen the City of Branson Recycle Center*

- Simply reopen the recycle center as it was post China National Sword Policy and Pre-COVID-19.
- No fees.
- No evidence of residency.
- Estimated cost to Residents of Branson through taxes: (-) \$265,156+.
- Estimated Time to Execute this Course of Action: 5 Days.

2



### Course of Action 2

#### Permanently Close the City of Branson Recycle Center

- Do not reopen the center.
- Sell off the equipment.
- Reassign the personnel.
- Estimated cost to Residents of Branson through taxes: \$0.
- Estimate Time to Execute this Course of Action: 0 Days (w/exception of selling the equipment).



### Course of Action 3

#### Reopen the City of Branson Recycle Center but with a Focus on Decreasing the Expenditure Revenue Gap

- Reopen with requirements:
  - Add personnel and equipment to weigh recycling trash, confirm residency, charge for usage.
  - Close outstations (United Methodist Church and the after hour trailers outside the recycle center).
- Estimated Initial Cost to Citizens of Branson through Taxes:
  - 150,000 - Employees, 3 Additional (5.5 Total).
  - 100,000 - Scales and installation.
  - 040,000 - Forklift, truck replacement.
  - 000,200 - Credit Card Machine
  - 290,200 - Total Initial Cost.
- Estimated Annual Cost to Citizens of Branson through Taxes\*\*
  - 515,290 - Personnel and contractual costs (roughly double of 2020 budget).
  - 002,000 - Scale Calibration as a new cost.
  - 517,290 - Total Annual Budget.
- Reduce Expense/Revenue Gap\*\*:
  - 465,561 - 90% of estimated annual cost.
  - Residents of Branson pay a direct use fee of \$1.00/lb for approved recyclables.
  - Residents of Branson pay a direct flat fee of \$2.00 for each 18x11x9 box (paper box) of glass bottles.
  - Residents of Branson pay a direct flat fee of \$5.00 for each 18x11x9 box (paper box) of household hazardous waste.
    - ✓ Drivers License required, Recycle Center Staff uses Beacon to verify address is within the City limit of Branson.
  - Non Residents of Branson, Businesses, Organizations pay 50% more than Branson residents for each fee above.
- Estimate Time to Execute this Course of Action: 90-180 days

*\*\*NOTE: current location is in a flood plain. We are not including in this option to move out of a flood plain due to significant cost.*

*\*\*NOTE: These rates would only be good for one year. During the year we would acquire the factual use data to develop more accurate rates.*

**A RESOLUTION APPROVING THE PERMANENT CLOSURE OF THE BRANSON RECYCLE CENTER.**

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**WHEREAS**, the City of Branson Recycle Center does not fit within the mission essential functions of the city and costs the citizens of Branson in excess of \$250,000/year.

**WHEREAS**, the Board of Aldermen wish to close the City of Branson Recycle Center.

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

Section 1: The Board of Aldermen of the City of Branson hereby approves the permanent closure of the City of Branson Recycle Center.

Section 2: This resolution shall be in full force and effect after its passage by the Board of Aldermen and approval by the Mayor.

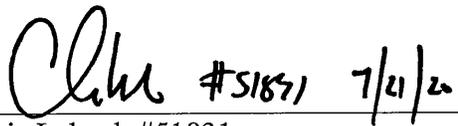
**ADOPTED** by the Board of Aldermen of the City of Branson, Missouri, on this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K. Westfall  
City Clerk

 #51831 7/21/20  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL APPROVING THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF BRANSON POLICE DEPARTMENT AND THE PULASKI COUNTY, MISSOURI SHERIFF'S OFFICE PERTAINING TO THE DONATION OF DIGITAL ALLY IN-CAR CAMERA EQUIPMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

**INITIATED BY:** POLICE DEPARTMENT

**FIRST READING:** JULY 28, 2020

**FINAL READING:** AUGUST 11, 2020

**EXECUTIVE SUMMARY:**

- This Intergovernmental Cooperative Agreement is between the City of Branson, MO Police Department and the Pulaski County, MO Sheriff's Office.
- This agreement will allow the City of Branson to transfer by donation, surplus Digital Ally In-Car Camera systems and associated equipment to the Pulaski County Sheriff's Office.
- The surplus equipment is in poor condition and some of it is not functioning. The equipment holds no value to the department or the city. The Pulaski County Sheriff's Office is aware of its condition and is willing to accept it as is under this agreement.
- This agreement is in the best interest of the City of Branson. It will allow us to remove the surplus equipment from our property inventory list and will also help another law enforcement agency with their equipment needs.

**FINANCIAL IMPACT:**

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

**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None

**COMMUNITY PLAN 2030:** Community / Community Partnership

**ATTACHED EXHIBITS:**

**AN ORDINANCE APPROVING THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF BRANSON POLICE DEPARTMENT AND THE PULASKI COUNTY, MISSOURI SHERIFF'S OFFICE PERTAINING TO THE DONATION OF DIGITAL ALLY IN-CAR CAMERA EQUIPMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

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**WHEREAS**, the City of Branson will donate surplus Digital Ally In-car Camera systems and associated equipment; and

**WHEREAS**, the City of Branson Police Department will remove all Surplus Digital Ally In-Car camera equipment from its property list; and

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

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

Section 1: The Board of Aldermen hereby approves the Intergovernmental Cooperative Agreement with the Pulaski County, Missouri Sheriff's Office for the donation and transfer of surplus Digital Ally In-Car Camera systems and associated equipment and authorizes the Mayor to execute the Intergovernmental Cooperative Agreement in the form attached as Exhibit "1".

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

Read, this first time on this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

*Chris Lebeck* #51831 7/21/20  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney

**INTERGOVERNMENT COOPERATIVE AGREEMENT BETWEEN THE SHERIFF  
OF PULASKI COUNTY, MISSOURI AND THE CITY OF BRANSON, MISSOURI FOR  
THE DISPOSITION OF DIGITAL ALLY IN-CAR CAMERA EQUIPMENT**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Sheriff Department of Pulaski County, Missouri (hereafter "Sheriff"), and the City of Branson, Missouri (hereafter "Branson") for the disposition by donation of the Digital Ally In-Car Camera Equipment shown in the attached Exhibit "A" (hereafter "the Equipment").

**WHEREAS**, the Branson recently retired their use of the Equipment and migrated the entirety of the Branson Police Department to a new in-car camera solution; and

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

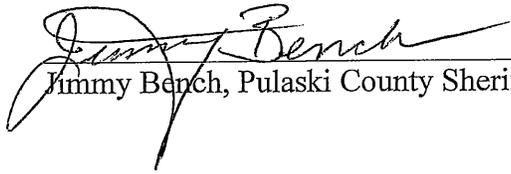
**WHEREAS**, the parties agree that the Equipment that is being disposed of by donation to the Pulaski County Sheriff's Department is heavily used and of little value; and

**WHEREAS**, the parties agree that much of the Equipment that is being disposed of by donation to the Pulaski County Sheriff's Department is non-functioning or of limited functionality.

**NOW, THEREFORE**, the parties agree:

- 1.) The "Whereas" paragraphs are incorporated herein.
- 2.) The City shall dispose of the Equipment by donation to the Sheriff.
- 3.) In no event shall the City be liable to the Sheriff, employees or agents thereof for special, indirect, or consequential damages in any way connected with the Sheriff's, employees or agents thereof use of the Equipment.
- 4.) The Sheriff shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the use of the Equipment.
- 5.) The City is providing the Equipment to the Sheriff as-is and without warranty of any kind. The City makes no warranty of fitness for a particular purpose or warranty of merchantability for the Equipment being disposed of by donation to the Sheriff.
- 6.) This agreement shall constitute the entire agreement between the parties, and the agreement may not be altered, amended, modified, or supplemented, except in writing signed by all parties.
- 7.) This agreement shall be governed by the laws of the State of Missouri.

**SHERIFF OF PULASKI COUNTY, MISSOURI**

  
Jimmy Bench, Pulaski County Sheriff

6/30/20  
Date

**CITY OF BRANSON, MISSOURI**

\_\_\_\_\_  
E. Edd Akers, City of Branson Mayor

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Lisa Westfall, City of Branson Clerk

\_\_\_\_\_  
Date

**APPROVED TO FORM:**

  
Chris Lebeck, City Attorney

6/23/20  
Date

Digital Alley In-Car Property Inventory

Mirror Assembly	1- Serial Number 01F4-896F	City of Branson Property Tag # 5983
Camera with base	1-Serial Number CC10-0003	City of Branson Property Tag # N/A
WTM-555 Base unit	1-Serial Number F030-01994	City of Branson Property Tag # N/A
Control Unit	1-Serial Number 006-0076-01	City of Branson Property Tag # N/A
1 Bundle of wiring associated with units.		
Mirror Assembly	1- Serial Number 01F4-60E8	City of Branson Property Tag # 5798
Camera with base	1-Serial Number 141200634	City of Branson Property Tag # N/A
WTM-555 Base unit	1-Serial Number F030-0143	City of Branson Property Tag # N/A
Control Unit	1-Serial Number 237213250129	City of Branson Property Tag # N/A
1 Bundle of wiring associated with units.		
Mirror Assembly	1- Serial Number 01F4-97FB	City of Branson Property Tag # N/A
Camera with base	1-Serial Number 141200632	City of Branson Property Tag # N/A
WTM-555 Base unit	1-Serial Number F031-0391	City of Branson Property Tag # N/A
Control Unit	1-Serial Number 241915170645	City of Branson Property Tag # N/A
1 Bundle of wiring associated with units.		
Mirror Assembly	1- Serial Number 01F4-725D	City of Branson Property Tag # 5977
Camera with base	1-Serial Number CC10-0100	City of Branson Property Tag # N/A
WTM-555 Base unit	1-Serial Number F030-0011	City of Branson Property Tag # N/A
Control Unit	1-Serial Number 222511220581	City of Branson Property Tag # N/A
1 Bundle of wiring associated with units.		
Mirror Assembly	1- Serial Number 01F4-712E	City of Branson Property Tag # 5976
Camera with base	1-Serial Number CC10-0105	City of Branson Property Tag # N/A
WTM-555 Base unit	1-Serial Number F031-01A5	City of Branson Property Tag # N/A
Control Unit	1-Serial Number 222511220190	City of Branson Property Tag # N/A
1 Bundle of wiring associated with units.		
Mirror Assembly	1- Serial Number 01F4-6F20	City of Branson Property Tag # 5978
Camera with base	1-Serial Number None listed	City of Branson Property Tag # N/A
WTM-555 Base unit	1-Serial Number F030-0017	City of Branson Property Tag # N/A
Control Unit	1-Serial Number 222511220229	City of Branson Property Tag # N/A

1 Bundle of wiring associated with units.

Mirror Assembly	1- Serial Number 01F4-8CE8	City of Branson Property Tag # N/A
Camera with base	1-Serial Number None listed	City of Branson Property Tag # N/A
WTM-555 Base unit	1-Serial Number F031-018E	City of Branson Property Tag # N/A
Control Unit	1-Serial Number 103309459912	City of Branson Property Tag # N/A

1 Bundle of wiring associated with units.

Mirror Assembly	1- Serial Number 01F4-99C8	City of Branson Property Tag # N/A
Camera with base	1-Serial Number 13070296	City of Branson Property Tag # N/A
WTM-555 Base unit	1-Serial Number F031-026B	City of Branson Property Tag # N/A
Control Unit	1-Serial Number 237213250036	City of Branson Property Tag # N/A

1 Bundle of wiring associated with units.

Mirror Assembly	1- Serial Number 01F4-7183	City of Branson Property Tag # 5979
Camera with base	1-Serial Number None listed	City of Branson Property Tag # N/A
WTM-555 Base unit	1-Serial Number F030-0423	City of Branson Property Tag # N/A
Control Unit	1-Serial Number 103610210008	City of Branson Property Tag # N/A

1 Bundle of wiring associated with units.

Misc bag of parts- A

- 5 - 16GB Compact flash cards
- 4 - 4GB Compact flash cards
- 1 - Bag of battery cap for firstvuhd dock
- 3 – Cables unknown what they go to
- 4 – Digital Alley 12volt to USB adapter
- 9 –Digital alley battery chargers for old BWC cameras.

1-Mirror Assembly	1- Serial Number 01F4-97880	City of Branson Property Tag # N/A
Camera with base	1-Serial Number CC10-0005	City of Branson Property Tag # N/A
WTM-555 Base unit	1-Serial Number F030-0125	City of Branson Property Tag # N/A
Control Unit	1-Serial Number 237213190054	City of Branson Property Tag # N/A

1 Bundle of wiring associated with units.

1-Wireless mic with leather pouch

1-Wireless mic

Misc bag of parts- B

1-Bag of cord for wireless transmitter

1-VB-220 battery

1-Wireless mic

1-Box labeled Vulink



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL AMENDING CHAPTER 94 OF THE BRANSON MUNICIPAL CODE PERTAINING TO ZONING.

**INITIATED BY:** PLANNING AND DEVELOPMENT DEPARTMENT

**FIRST READING:** JULY 28, 2020

**FINAL READING:** AUGUST 11, 2020

**EXECUTIVE SUMMARY:**

- Proposed municipal code amendments to the Unified Development Code (Chapter 94) for modifications to Articles I, II, III, IV, VI, and VII. Specifically, the proposed amendments have been mostly categorized as inconsistencies or issues which have been identified by staff after working with the updated regulations over the past few years.
- A summary of the requested amendments are as follows:
  - Article I – remove a duplicate terms for *local street* and *sight distance triangle*
  - Article II – update application requirements for *subdivision plats* due to the City’s use of an online portal, Citizenserve
  - Article III – reduce *minimum lot size* for detached residential structures within the MDR district to better alignment with the LDR and HDR standards
  - Article IV – update *permitted uses table* and *use and structure standards* to allow *manufactured homes* as a permitted use in the A, LDR and MDR for consistency
  - Article IV – update *outdoor sale/promotional event* standards pertaining to pedestrian ways and parking requirements to be more clear and match intent
  - Article VI – remove *exceptions and adjustments* section as not needed with a maximum parking approach
  - Article VI – remove *staking lane* requirement for separation to be more consistent
  - Article VII – retitle *site perimeter landscaping* to *buffering* to be more clear of requirements
  - Article VII – update terminology when *sight triangle* requirements are needed to be more consistent
  - Article VII – remove *Tree Board* reference
  - Article VII – add regulations for *fences* within residential lots
- Planning Commission recommends approval of the bill through Resolution 20-12.1 (20-01200001) with a vote of 9-0 during their July 7, 2020 meeting.
- 

**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-5: Development Codes & Regulations.

**ATTACHED EXHIBITS:** 1) Planning Commission Resolution 20-12.1

1) PLANNING COMMISSION RESOLUTION 20-12.1

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PLANNING COMMISSION  
**RESOLUTION NO. 20-12.1 (20-1200001)**

**A PLANNING COMMISSION RESOLUTION RECOMMENDING APPROVAL OF MUNICIPAL CODE AMENDMENTS TO CHAPTER 94 - ZONING.**

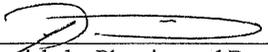
**WHEREAS**, certain areas of the Branson Municipal Code are in need of amendment; and,  
**WHEREAS**, it is the desire of the Planning Commission for the City of Branson to have zoning regulations in the Branson Municipal Code that are clear and concise for understanding and interpretation; and,  
**WHEREAS**, it is the desire of the Planning Commission for the City of Branson to insure that the Unified Development Code is current and user friendly; and,  
**WHEREAS**, the Planning Commission for the City of Branson has determined that amendments to the Branson Municipal Code are reasonable and necessary; and,  
**WHEREAS**, the Zoning Regulations for the City of Branson, Missouri, require a Public Hearing before the Planning Commission for amendments to the Unified Development Code; and,  
**WHEREAS**, a Public Hearing was held before the Branson Planning Commission on July 7, 2020, at 7:00 PM, in the City Council Chambers located at 110 W. Maddux Street, Branson, Missouri.

**BE IT THEREFORE RESOLVED**, that the Planning Commission for the City of Branson hereby recommends approval of Municipal Code Amendments to Chapter 94 - Zoning as described on Exhibit 'A', attached hereto and incorporated by reference herein.

DONE THIS 7<sup>TH</sup> DAY OF JULY, 2020, BY THE PLANNING COMMISSION FOR THE CITY OF BRANSON, MISSOURI.

  
\_\_\_\_\_  
Clark Harris - Chairman

ATTEST:

  
\_\_\_\_\_  
Joel Hornickel - Planning and Development Director

51 EXHIBIT 'A'

52 CHAPTER 94 – ZONING

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54 ARTICLE I. - IN GENERAL

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57 Sec. 94-5. - Definitions.

58 [~~Sight distance triangle~~ means an area free of all obstructions that could interfere with the visibility  
59 of drivers approaching an intersection between an entrance or drive and a street. The area is a triangular-  
60 shaped piece of land, measuring 15 feet in distance along the street and 15 feet in distance along the  
61 entrance or drive, both distances being measured from and along the back of the curb.]

62 [~~Street, local~~ means a street designed to provide access to abutting properties from collector and  
63 arterial streets.]

64 *Street, local* means a street designed to provide access to abutting properties from collector and  
65 arterial streets.

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67 ARTICLE II. - RULES AND REGULATIONS

68  
69 Sec. 94-8. - Subdivisions.

70 (a) *Generally applicable requirements.*

71 (b) *Classification of subdivision processes.*

72 (c) *Minor subdivision review.*

73 (1) *Application submission.*

74 a. The applicant shall be required to submit an application for a minor subdivision on forms  
75 available from the planning and development department along with the applicable fee as  
76 provided in the city fee schedule.

77 b. The application shall include [~~three~~] a certified plat[s] for review.

78 (d) *Major subdivision review.*

79 (1) *Generally.*

80 (2) *Preliminary plat application process.*

81 a. Prior to filing a preliminary plat for review, an applicant may submit the preliminary plat for  
82 pre-application review. As far as may be practical on the basis of the preliminary plat, the  
83 planning and development director will, in writing, advise the applicant as promptly as  
84 possible of the extent to which the proposed subdivision conforms to the design standards in  
85 this section, and will discuss possible modifications that may be necessary to secure  
86 conformance.

87 b. An applicant shall be required to submit an application for a preliminary plat on forms  
88 available from the planning and development department along with the applicable fee as  
89 provided in the city fee schedule. The application shall include a certified [~~six paper copies~~  
90 ~~of a~~] preliminary plat and shall be submitted at least 30 days prior to a regular meeting of the  
91 planning commission at which consideration is requested.

92 (3) *Preliminary plat application content.*

93 (4) *Preliminary plat review and approval.*

94 (5) *Construction plans.*

- 95 (6) *Final plat application process.*
- 96 a. After approval of the preliminary plat and public works elements, the applicant shall prepare
- 97 and submit a final plat for review and approval together with other supplementary
- 98 information and certificates.
- 99 b. An applicant shall be required to submit an application for a final plat on forms available
- 100 from the planning and development department along with the applicable fee as provided in
- 101 the city fee schedule. The application shall include ~~a [six paper copies of the]~~ **certified** final
- 102 plat and shall be submitted at least 30 days prior to a regular meeting of the planning
- 103 commission at which consideration is requested.
- 104 c. Upon approval, **the applicant shall supply the city with at least** five prints on paper [will
- 105 **be required**] for recording **by the City.**
- 106 (e) *Condominium split.*
- 107 (1) *Application requirements.*
- 108 a. The applicant shall be required to submit an application for a condominium split on forms
- 109 available from the planning and development department along with the applicable fee as
- 110 provided in the city fee schedule.
- 111 b. The application shall include ~~three~~ **a** certified plat[s] for review.
- 112 (2) *Review procedure.*
- 113 (3) *Approval of plat and recording.*
- 114 a. If approval of the condominium split is granted, the applicant shall supply the city with **at**
- 115 **least** five prints on paper. These documents shall show all applicable information required
- 116 under this chapter and the approval statements shall read:

117 ARTICLE III. - ZONE DISTRICTS

118 Sec. 94-38. - Medium Density Residential District (MDR).

119 (a) *Purpose.*

120 (b) *Uses.*

121 (c) *Dimensions.* Development in the MDR District shall conform to the following dimensional

122 standards:

123 **Table 94-38.1 MDR Dimensional**

Building Types	Lot		Setbacks (min. ft.) [1]				Development Coverage (max.)		Max. Height (ft.)
	Lot Area (min. sq. ft.)	Min. Lot Width (ft.)	Front	Side		Rear [2]	Density (min/max)	FAR	
				Interior	Abutting Street				
Detached Residential	[5]4,000	30	15	5	15	15	6/12	—	35

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ARTICLE IV. - USES

Sec. 94-60. - Table of permitted uses.

133 Table 94-60.1 Permitted Uses

Use Category	Ag/Residential					Mixed-Use/Nonresidential					Supplemental Use Standards		
Subcategory												Note: This reference is to use-specific standards only, other code requirements may apply	
Specific Use Type	CON	A	LDR	MDR	HDR	NC	CC	MU	D	ENT	BUS		I
Residential													
Household Living													
Dwelling													
Manufactured Homes		<u>P</u>	<u>P</u>	<u>P</u>	P								94-62(a)(2)

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Sec. 94-61. - Use and structure standards.

(b) Residential uses.

(1) Home occupations.

(2) Dwelling, live/work.

(3) Manufactured homes.

a. New manufactured homes may be placed on any individual lot within a residential zoning district with the following restrictions and regulations:

(i) Manufactured homes shall not be placed or occupied on an individual lot without a building permit issued under these regulations.

(ii) Each manufactured home placed on an individual lot shall:

1. Be occupied only as a single-family dwelling or business unit.
2. Be placed in conformance with all zoning and setback requirements established for the district in which located.
3. Accessory structures shall be placed in conformance with the setback and dimensional requirements established for the district in which located. The exterior covering and roofing material of the accessory structure must be the same as that of the dwelling unit.
4. Have a minimum width of not less than 24 foundation feet as measured at all points perpendicular to the length of the manufactured home which shall be not less than 42 foundation feet. This standard is intended to restrict units to the type which are brought to the site in parts, typically two halves and at least 1,008 square feet minimum.
5. Roof must be a gable, hip or shed roof of at least three in 12 or greater, and covered with material that is residential in appearance including, but not limited to, approved wood, asphalt composition or fiberglass shingles, but excluding corrugated aluminum, corrugated fiberglass or metal roofs; except for permitted deck areas, all roof structures shall provide an eave projection of no less than six inches and no greater than 30 inches.

- 163                    6. Have the main entry door facing the street on which the manufactured home is  
 164                    located. A sidewalk shall be installed from the street, driveway or sidewalk  
 165                    adjoining neighboring lots to the front door. The unit must be oriented on the lot  
 166                    so that its long axis is parallel with the street. A perpendicular or diagonal  
 167                    placement may be permitted if there is a building addition or substantial  
 168                    landscaping so the narrow dimension of the unit, as so modified and facing the  
 169                    street, is no less than 50 percent of the unit's long dimension.  
 170                    7. Have exterior surface and window treatments that are architecturally compatible  
 171                    with those of neighboring properties, excluding smooth, ribbed or corrugated  
 172                    metal or plastic panels.  
 173                    8. Meet applicable off-street parking requirements.  
 174                    9. Be placed on a parcel according to approved, pre-submitted building permit, and  
 175                    have a manufacturer's installation manual and an illustration of the finished  
 176                    appearance of the unit.  
 177                    10. Units shall be attached to a continuous permanent foundation, which manner of  
 178                    placement shall be as stated on the building permit, and meet all manufacturer's  
 179                    specifications for support.  
 180                    11. The exterior foundation material shall consist of continuous concrete or masonry  
 181                    suitable for the outer portion of a finished residence.  
 182                    12. Have the tongue and running gear, including axles, removed.  
 183                    13. Maintain a minimum of 18 inches of crawl space under the entire manufactured  
 184                    home.  
 185                    14. Have permanent steps set at all exits.  
 186                    15. Be served by a water supply and sewage disposal system meeting the established  
 187                    city requirements.  
 188                    16. Underground public utilities shall be required.  
 189                    b. *Pre-owned manufactured homes.* Pre-owned manufactured homes may not be moved  
 190                    onto an individual lot within the city.  
 191                    ~~([3]4)~~    *Congregate care/senior living.*  
 192                    ~~([4]5)~~    *Group homes.*  
 193                    ~~([5]6)~~    *Shelter care facility.*  
 194                    Sec. 94-62. - Special use standards.  
 195                    (a)    *Residential uses.*  
 196                    (1)    *Home occupation requiring a special use permit.*  
 197                    ~~(2) *Manufactured homes.*~~  
 198                    a.    ~~New manufactured homes may be placed on any individual lot within a residential zoning~~  
 199                    ~~district with the following restrictions and regulations:~~  
 200                    ~~(i)    Manufactured homes shall not be placed or occupied on an individual lot without a~~  
 201                    ~~building permit issued under these regulations.~~  
 202                    ~~(ii)    Each manufactured home placed on an individual lot shall:~~  
 203                    ~~1.    Be occupied only as a single family dwelling or business unit.~~  
 204                    ~~2.    Be placed in conformance with all zoning and setback requirements established for the~~  
 205                    ~~district in which located.~~  
 206                    ~~3.    Accessory structures shall be placed in conformance with the setback and dimensional~~  
 207                    ~~requirements established for the district in which located. The exterior covering and~~  
 208                    ~~roofing material of the accessory structure must be the same as that of the dwelling~~  
 209                    ~~unit.~~

- 210 4. Have a minimum width of not less than 24 foundation feet as measured at all points  
 211 perpendicular to the length of the manufactured home which shall be not less than 42  
 212 foundation feet. This standard is intended to restrict units to the type which are brought  
 213 to the site in parts, typically two halves and at least 1,008 square feet minimum.  
 214 5. Roof must be a gable, hip or shed roof of at least three in 12 or greater, and covered  
 215 with material that is residential in appearance including, but not limited to, approved  
 216 wood, asphalt composition or fiberglass shingles, but excluding corrugated aluminum,  
 217 corrugated fiberglass or metal roofs; except for permitted deck areas, all roof structures  
 218 shall provide an eave projection of no less than six inches and no greater than 30  
 219 inches.  
 220 6. Have the main entry door facing the street on which the manufactured home is located.  
 221 A sidewalk shall be installed from the street, driveway or sidewalk adjoining  
 222 neighboring lots to the front door. The unit must be oriented on the lot so that its long  
 223 axis is parallel with the street. A perpendicular or diagonal placement may be permitted  
 224 if there is a building addition or substantial landscaping so the narrow dimension of the  
 225 unit, as so modified and facing the street, is no less than 50 percent of the unit's long  
 226 dimension.  
 227 7. Have exterior surface and window treatments that are architecturally compatible with  
 228 those of neighboring properties, excluding smooth, ribbed or corrugated metal or  
 229 plastic panels.  
 230 8. Meet applicable off street parking requirements.  
 231 9. Be placed on a parcel according to approved, pre-submitted building permit, and have a  
 232 manufacturer's installation manual and an illustration of the finished appearance of the  
 233 unit.  
 234 10. Units shall be attached to a continuous permanent foundation, which manner of  
 235 placement shall be as stated on the building permit, and meet all manufacturer's  
 236 specifications for support.  
 237 11. The exterior foundation material shall consist of continuous concrete or masonry  
 238 suitable for the outer portion of a finished residence.  
 239 12. Have the tongue and running gear, including axles, removed.  
 240 13. Maintain a minimum of 18 inches of crawl space under the entire manufactured home.  
 241 14. Have permanent steps set at all exits.  
 242 15. Be served by a water supply and sewage disposal system meeting the established city  
 243 requirements.  
 244 16. Underground public utilities shall be required.  
 245 b. ~~Pre-owned manufactured homes. Pre-owned manufactured homes may not be moved onto~~  
 246 ~~an individual lot within the city.]~~

247 ([3]2) *Mobile home community.*

248 Sec. 94-64. - Temporary use standards.

249 (a) *Purpose.*

250 (b) *Use table for temporary uses and special events.*

251 (c) *General standards for all temporary uses and structures.*

252 (d) *Supplemental temporary use standards.*

253 (1) *Charitable drop box.*

254 (2) *Construction field office, construction storage yard.*

255 (3) *Farmer's market.*

256 (4) *Food truck.*

- 257 (5) *Garage, yard or estate sale.*
- 258 (6) *Outdoor sale/promotional event.* The temporary outdoor displaying of wares, including for
- 259 temporary parking lot sales, shall only be permitted in the MU, CC, ENT, and D Districts within
- 260 the front or side parking area by temporary use permit provided the following conditions are met:
- 261 a. Shall be located within the confines of the retailer's owned or leased property;
- 262 b. A sub-lessee may not occupy a parking lot for the purpose of conducting independent sales
- 263 activity;
- 264 c. Shall be located at least 25 feet from all property lines;
- 265 d. Shall not block any sight triangle or the view of on-coming traffic;
- 266 e. ~~[No merchandise shall block any public pedestrian way, and a]~~ A minimum clearance width
- 267 of three feet ~~[from any public]~~ within any pedestrian way or sidewalk shall be provided;
- 268 f. No merchandise may be placed on landscaping, or within three feet of either side of a
- 269 working doorway, or within ten feet directly in front of a working doorway;
- 270 ~~[g. Minimum off street parking requirements shall be maintained if applicable;]~~
- 271 ~~[h]~~g. Merchandise shall not be hung resulting in a clearance less than eight feet above a
- 272 pedestrian way. Additionally, any display with moving parts shall not come into contact
- 273 with pedestrians if there is any potential to cause harm, including movement driven by the
- 274 movement of air or by mechanical or electrical means;
- 275 ~~[i]~~h. This section shall not apply to the sale of motor vehicles, trailers or boats;
- 276 ~~[j]~~i. Hours of operation shall coincide with the hours of operation for the principal use; and
- 277 ~~[k]~~j. All merchandise shall be secured during nonoperational hours.
- 278 (11) *Seasonal sale.*
- 279 a. The use may only be located on a vacant lot, or on a lot occupied by a nonresidential use.
- 280 The use shall not operate as an accessory to a principal residential use on a lot. In addition,
- 281 the use shall not be located on a lot which adjoins a residential use unless the lot is located
- 282 on a major thoroughfare.
- 283 b. The use shall be located on an arterial street classification or higher.
- 284 c. The use shall not involve or require the construction of a permanent building. A portable
- 285 building may be permitted on site, and shall be removed within 48 hours of the expiration of
- 286 the temporary use permit. Where required for security purposes as identified by the city, a
- 287 recreational vehicle may be parked on the site for the duration of the use; the recreational
- 288 vehicle used for security purposes may not be used as a residence.
- 289 d. Goods or merchandise displayed in conjunction with a seasonal sale shall not exceed nine
- 290 feet in height.
- 291 e. Any signage which identifies the use shall be in accordance with the temporary sign
- 292 standards.
- 293 f. Five off-street parking spaces shall be provided for the use.
- 294 g. The use, including all sale items, parking and maneuvering shall observe a setback of 25 feet
- 295 from all property lines, and sale items shall not be located in the sight ~~[distance]~~ triangle.

ARTICLE VI. - OFF-STREET PARKING

- 299 Sec. 94-87. - Off-street parking standards.  
300 (a) *Computation of required off-street parking spaces.*  
301 (b) *Determination by planning and development director.*  
302 (c) *Off-street parking spaces required.*  
303 (d) *Off-street parking standards for selected service and industrial uses.*  
304 (e) *Uses with variable parking demand.*  
305 (f) *Maximum parking spaces allowed.*  
306 ~~[(g) *Exceptions and adjustments.*~~
- 307 (1) ~~*Change in permitted uses.* A permitted use that does not meet the parking requirements of this~~  
308 ~~section may be converted to another permitted use without full compliance with the required~~  
309 ~~number of parking spaces provided:~~
- 310 a. ~~The applicant provides the maximum amount of parking spaces possible without being~~  
311 ~~required to remove, or partially remove a structure.~~
- 312 b. ~~If a structure or a portion of a structure is voluntarily removed, the resulting area shall be~~  
313 ~~used to provide the additional parking spaces necessary towards fulfilling the requirements~~  
314 ~~of Table 94-87.1.~~
- 315 (2) ~~*Small use exception.* Any individual use in a space that is 2,000 square feet or smaller shall be~~  
316 ~~exempt from the parking requirement of Table 94-87.1 except for uses in the eating and drinking~~  
317 ~~use category.~~
- 318 (3) ~~*Shared parking.*~~
- 319 a. ~~Shared parking spaces shall be located within 500 linear feet of the primary entrance of all~~  
320 ~~uses served as measured along the shortest legal, practical walking route. This route may~~  
321 ~~include crossing a right of way provided it uses a legal crosswalk. Such distance shall not~~  
322 ~~apply if a remote parking shuttle bus service is provided. Shared parking spaces shall not be~~  
323 ~~separated from the use they serve by an arterial or collector street. In addition, adequate and~~  
324 ~~safe pedestrian access must be provided from, and to the shared parking areas.~~
- 325 (4) ~~*Bus transportation.* When a commercial establishment can document, to the satisfaction of the~~  
326 ~~planning and development director, that a notable percentage of their customers will be~~  
327 ~~transported to and from their premises in buses, the planning and development director may~~  
328 ~~approve the substitution of bus spaces for required parking spaces. Bus spaces must be a~~  
329 ~~minimum of ten feet in width and 36 feet in length, shall be unobstructed from the surface up to a~~  
330 ~~height of at least 15 feet, shall be so located to ensure the furthest possible distance from any~~  
331 ~~adjacent residential area, and shall be clearly marked. When approved by the planning and~~  
332 ~~development director, one bus parking space may be substituted for 11 required parking spaces~~  
333 ~~to a maximum of ten total bus spaces in lieu of a maximum of 110 total required parking spaces.~~  
334 ~~No substitution of required parking spaces shall be approved for any bus spaces in excess of ten.~~
- 335 (5) ~~*Tandem parking with valet.* An off street parking program utilizing limited tandem parking for~~  
336 ~~commercial uses shall comply with the following standards:~~
- 337 a. ~~The development served shall provide 75 or more parking spaces;~~
- 338 b. ~~No more than 30 percent of the total number of spaces shall be designated as tandem; and~~
- 339 c. ~~A valet parking attendant must be on duty during hours of operation.]~~
- 340 ~~[(h)g] *Bicycle parking.*~~
- 341 ~~[(i)h] *Loading areas.*~~

342 ((j)) *Vehicle stacking areas.* The following standards shall apply to businesses that contain a drive-  
 343 through establishment (e.g., restaurant or financial institution), and are a stand-alone use (e.g.,  
 344 automatic teller machine):

345 (1) *General standards.*

346 (2) *Stacking space and lane requirements.* Stacking lanes shall comply with the following design  
 347 standards:

348 a. Drive-through stacking lanes shall have a minimum width of eight feet, and length of 20  
 349 feet.

350 b. The first position in a drive-through station, located at the window, is counted as a stacking  
 351 space. No stacking spaces may be counted as parking spaces unless specified in Table 94-  
 352 87.1.

353 [~~e. When stacking lanes are separated from other stacking lanes, bypass lanes or from other site  
 354 areas, the separation shall be by means of a raised concrete median, concrete curb, or  
 355 landscaping.~~]

356 [d] c. Stacking lanes shall be set back 25 feet from rights-of-way.

357 [e] d. All stacking lanes must be clearly identified, through the use of means such as striping,  
 358 **concrete curbing**, landscaping and signs.

359 [f] e. The number of required stacking spaces shall be as provided for in Table 94-87.5,  
 360 Stacking Space Requirements. See Figure 94-87.A for an illustration of stacking lanes:

361 ((k)) *Access.*

362  
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ARTICLE VII. - LANDSCAPING AND SCREENING

364 Sec. 94-101. - Required landscaping.

365 Table 94-101.1: Required [~~Site Perimeter Landscaping~~] **Buffering**

District of Proposed Development	Required Level of [ <del>Perimeter Landscaping</del> ] <b>Buffering</b>					
	A CON	ILDR	MDR EDR	MU, NC, D	CC, ENH, BUS	Arterial Street

366

367 Table 94-101.2: Specifications for [~~Site Perimeter Landscaping~~] **Buffering**

368 (d) *Parking lot landscaping.*

369 (1) *Internal landscape islands.*

370 (2) *Sight [~~distance~~] triangle.* A site [~~distance~~] triangle within the off-street parking area must be  
 371 established at street intersections by maintaining a maximum height for any shrubs and ground  
 372 cover of 30 inches. No obstructions are permitted in the site [~~distance~~] triangle, including tree  
 373 branches that must be trimmed within eight feet of the ground. All applicable sight distance  
 374 requirements must be met for parking lot internal circulation and access points to the public  
 375 right-of-way.

376 Sec. 94-102. - General standards for landscaping materials and installation.

- 377 (a) *Plant materials list.* The ~~[tree board]~~ City shall maintain a suggested and prohibited plant list as  
378 necessary to identify plant material requirements or prohibitions within the city. Where a species is  
379 chosen for a landscape plan that is not identified on a city plant list, the applicant shall provide  
380 information about growth and spacing characteristics on the landscape plan. Plant information shall  
381 be taken from objective sources, including professional landscape organization websites or nursery  
382 cut sheets. Plant materials identified in any prohibited plant list may not be used in landscaping.
- 383 (b) *Quality.*
- 384 (c) *Coverage.*
- 385 (d) *Trees.*
- 386 (e) *Shrubs, hedges, and ornamental grasses.*
- 387 (f) *Ground cover, perennials, and annual planting areas.*
- 388 (g) *Lawn grass.*
- 389 (h) *Irrigation.*
- 390 (i) *Fences.*
- 391 (1) Fences or walls within the front yard of any residential lot shall not exceed three feet in  
392 height and shall be at least 50 percent open.
- 393 (2) Fences or walls within the side or rear yard of any residential lot shall not exceed seven  
394 feet in height.
- 395 (3) The use of barbed wire, scrap metal, tarps, pallets, or other non-fencing materials are not  
396 permitted within any residential lot.

2  
3  
4 **AN ORDINANCE AMENDING CHAPTER 94 OF THE BRANSON MUNICIPAL CODE**  
5 **PERTAINING TO ZONING.**  
6

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

11  
12 Section 1: It is the intention of the Board of Aldermen, and it is hereby ordained that the provisions  
13 of this ordinance shall become and be made a part of the Branson Municipal Code, and  
14 the sections of this ordinance may be renumbered to accomplish such intention.  
15

16 Section 2: That Chapter 94 - *Zoning*, Articles I. - *In General*, II. - *Rules and Regulations*, III. -  
17 *Zone Districts*, IV. - *Uses*, IV. - *Off-Street Parking*, and VII. - *Landscaping and*  
18 *Screening* are hereby amended to read as follows:  
19

20 **CHAPTER 94 - ZONING**

21  
22 **ARTICLE I. - IN GENERAL**

23  
24 **Sec. 94-5. - Definitions.**

25 ~~[*Sight distance triangle* means an area free of all obstructions that could interfere with the~~  
26 ~~visibility of drivers approaching an intersection between an entrance or drive and a street. The~~  
27 ~~area is a triangular-shaped piece of land, measuring 15 feet in distance along the street and 15 feet~~  
28 ~~in distance along the entrance or drive, both distances being measured from and along the back of~~  
29 ~~the curb.]~~

30 ~~[*Street, local* means a street designed to provide access to abutting properties from~~  
31 ~~collector and arterial streets.]~~

32 *Street, local* means a street designed to provide access to abutting properties from collector  
33 and arterial streets.

34 **ARTICLE II. - RULES AND REGULATIONS**

35  
36 **Sec. 94-8. - Subdivisions.**

37 (a) *Generally applicable requirements.*

38 (b) *Classification of subdivision processes.*

39 (c) *Minor subdivision review.*

40 (1) *Application submission.*

41 a. The applicant shall be required to submit an application for a minor subdivision on forms  
42 available from the planning and development department along with the applicable fee as  
43 provided in the city fee schedule.

- 44           b. The application shall include [~~three~~] a certified plat[s] for review.
- 45 (d) *Major subdivision review.*
- 46       (1) *Generally.*
- 47       (2) *Preliminary plat application process.*
- 48           a. Prior to filing a preliminary plat for review, an applicant may submit the preliminary plat  
49           for pre-application review. As far as may be practical on the basis of the preliminary plat,  
50           the planning and development director will, in writing, advise the applicant as promptly  
51           as possible of the extent to which the proposed subdivision conforms to the design  
52           standards in this section, and will discuss possible modifications that may be necessary  
53           to secure conformance.
- 54           b. An applicant shall be required to submit an application for a preliminary plat on forms  
55           available from the planning and development department along with the applicable fee as  
56           provided in the city fee schedule. The application shall include a certified [~~six paper~~  
57           ~~copies of a~~] preliminary plat and shall be submitted at least 30 days prior to a regular  
58           meeting of the planning commission at which consideration is requested.
- 59       (3) *Preliminary plat application content.*
- 60       (4) *Preliminary plat review and approval.*
- 61       (5) *Construction plans.*
- 62       (6) *Final plat application process.*
- 63           a. After approval of the preliminary plat and public works elements, the applicant shall  
64           prepare and submit a final plat for review and approval together with other supplementary  
65           information and certificates.
- 66           b. An applicant shall be required to submit an application for a final plat on forms available  
67           from the planning and development department along with the applicable fee as provided  
68           in the city fee schedule. The application shall include a [~~six paper copies of the~~] certified  
69           final plat and shall be submitted at least 30 days prior to a regular meeting of the planning  
70           commission at which consideration is requested.
- 71           c. Upon approval, the applicant shall supply the city with at least five prints on paper  
72           [~~will be required~~] for recording by the city.
- 73 (e) *Condominium split.*
- 74       (1) *Application requirements.*
- 75           a. The applicant shall be required to submit an application for a condominium split on forms  
76           available from the planning and development department along with the applicable fee as  
77           provided in the city fee schedule.
- 78           b. The application shall include [~~three~~] a certified plat[s] for review.
- 79       (2) *Review procedure.*
- 80       (3) *Approval of plat and recording.*
- 81           a. If approval of the condominium split is granted, the applicant shall supply the city with  
82           at least five prints on paper. These documents shall show all applicable information  
83           required under this chapter and the approval statements shall read:

84  
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ARTICLE III. - ZONE DISTRICTS

Sec. 94-38. - Medium Density Residential District (MDR).

(a) Purpose.

(b) Uses.

(c) Dimensions. Development in the MDR District shall conform to the following dimensional standards:

Table 94-38.1 MDR Dimensional

Building Types	Lot		Setbacks (min. ft.) <sup>[1]</sup>				Development Coverage (max.)		Max. Height (ft.)
	Lot Area (min. sq. ft.)	Min. Lot Width (ft.)	Front	Side		Rear [2]	Density (min/max)	FAR	
				Interior	Abutting Street				
Detached Residential	[5]4,000	30	15	5	15	15	6/12	—	35

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ARTICLE IV. - USES

Sec. 94-60. - Table of permitted uses.

97 Table 94-60.1 Permitted Uses

Use Category	Ag/Residential				Mixed-Use/Nonresidential						Supplemental Use Standards		
Subcategory												Note: This reference is to use-specific standards only, other code requirements may apply	
Specific Use Type	CON	A	LDR	MDR	HDR	NC	CC	MU	D	ENT	BUS		I
<b>Residential</b>													
<b>Household Living</b>													
<b>Dwelling</b>													
Manufactured Homes		<u>P</u>	<u>P</u>	<u>P</u>	P								94-62(a)(2)

98  
99  
100  
101

Sec. 94-61. - Use and structure standards.

(b) Residential uses.

(1) Home occupations.

102 (2) *Dwelling, live/work.*

103 (3) *Manufactured homes.*

104 a. New manufactured homes may be placed on any individual lot within a residential  
105 zoning district with the following restrictions and regulations:

106 (i) Manufactured homes shall not be placed or occupied on an individual lot without  
107 a building permit issued under these regulations.

108 (ii) Each manufactured home placed on an individual lot shall:

109 1. Be occupied only as a single-family dwelling or business unit.

110 2. Be placed in conformance with all zoning and setback requirements  
111 established for the district in which located.

112 3. Accessory structures shall be placed in conformance with the setback and  
113 dimensional requirements established for the district in which located. The  
114 exterior covering and roofing material of the accessory structure must be the  
115 same as that of the dwelling unit.

116 4. Have a minimum width of not less than 24 foundation feet as measured at all  
117 points perpendicular to the length of the manufactured home which shall be  
118 not less than 42 foundation feet. This standard is intended to restrict units to  
119 the type which are brought to the site in parts, typically two halves and at least  
120 1,008 square feet minimum.

121 5. Roof must be a gable, hip or shed roof of at least three in 12 or greater, and  
122 covered with material that is residential in appearance including, but not  
123 limited to, approved wood, asphalt composition or fiberglass shingles, but  
124 excluding corrugated aluminum, corrugated fiberglass or metal roofs; except  
125 for permitted deck areas, all roof structures shall provide an eave projection  
126 of no less than six inches and no greater than 30 inches.

127 6. Have the main entry door facing the street on which the manufactured home  
128 is located. A sidewalk shall be installed from the street, driveway or sidewalk  
129 adjoining neighboring lots to the front door. The unit must be oriented on the  
130 lot so that its long axis is parallel with the street. A perpendicular or diagonal  
131 placement may be permitted if there is a building addition or substantial  
132 landscaping so the narrow dimension of the unit, as so modified and facing the  
133 street, is no less than 50 percent of the unit's long dimension.

134 7. Have exterior surface and window treatments that are architecturally  
135 compatible with those of neighboring properties, excluding smooth, ribbed or  
136 corrugated metal or plastic panels.

137 8. Meet applicable off-street parking requirements.

138 9. Be placed on a parcel according to approved, pre-submitted building permit,  
139 and have a manufacturer's installation manual and an illustration of the  
140 finished appearance of the unit.

141 10. Units shall be attached to a continuous permanent foundation, which manner  
142 of placement shall be as stated on the building permit, and meet all  
143 manufacturer's specifications for support.

- 144 11. The exterior foundation material shall consist of continuous concrete or
- 145 masonry suitable for the outer portion of a finished residence.
- 146 12. Have the tongue and running gear, including axles, removed.
- 147 13. Maintain a minimum of 18 inches of crawl space under the entire
- 148 manufactured home.
- 149 14. Have permanent steps set at all exits.
- 150 15. Be served by a water supply and sewage disposal system meeting the
- 151 established city requirements.
- 152 16. Underground public utilities shall be required.

153 **b. Pre-owned manufactured homes. Pre-owned manufactured homes may not be moved**

154 **onto an individual lot within the city.**

- 155 ([3]4) *Congregate care/senior living.*
- 156 ([4]5) *Group homes.*
- 157 ([5]6) *Shelter care facility.*

158

159 Sec. 94-62. - Special use standards.

160 (a) *Residential uses.*

- 161 (1) *Home occupation requiring a special use permit.*

162 [~~2~~] ~~*Manufactured homes.*~~

163 a. ~~New manufactured homes may be placed on any individual lot within a residential zoning~~

164 ~~district with the following restrictions and regulations:~~

165 (i) ~~Manufactured homes shall not be placed or occupied on an individual lot without a~~

166 ~~building permit issued under these regulations.~~

167 (ii) ~~Each manufactured home placed on an individual lot shall:~~

168 1. ~~Be occupied only as a single family dwelling or business unit.~~

169 2. ~~Be placed in conformance with all zoning and setback requirements established for~~

170 ~~the district in which located.~~

171 3. ~~Accessory structures shall be placed in conformance with the setback and~~

172 ~~dimensional requirements established for the district in which located. The exterior~~

173 ~~covering and roofing material of the accessory structure must be the same as that of~~

174 ~~the dwelling unit.~~

175 4. ~~Have a minimum width of not less than 24 foundation feet as measured at all points~~

176 ~~perpendicular to the length of the manufactured home which shall be not less than~~

177 ~~42 foundation feet. This standard is intended to restrict units to the type which are~~

178 ~~brought to the site in parts, typically two halves and at least 1,008 square feet~~

179 ~~minimum.~~

180 5. ~~Roof must be a gable, hip or shed roof of at least three in 12 or greater, and covered~~

181 ~~with material that is residential in appearance including, but not limited to, approved~~

182 ~~wood, asphalt composition or fiberglass shingles, but excluding corrugated~~

183 ~~aluminum, corrugated fiberglass or metal roofs; except for permitted deck areas, all~~

184 roof structures shall provide an eave projection of no less than six inches and no  
185 greater than 30 inches.

186 6. Have the main entry door facing the street on which the manufactured home is  
187 located. A sidewalk shall be installed from the street, driveway or sidewalk  
188 adjoining neighboring lots to the front door. The unit must be oriented on the lot so  
189 that its long axis is parallel with the street. A perpendicular or diagonal placement  
190 may be permitted if there is a building addition or substantial landscaping so the  
191 narrow dimension of the unit, as so modified and facing the street, is no less than 50  
192 percent of the unit's long dimension.

193 7. Have exterior surface and window treatments that are architecturally compatible  
194 with those of neighboring properties, excluding smooth, ribbed or corrugated metal  
195 or plastic panels.

196 8. Meet applicable off-street parking requirements.

197 9. Be placed on a parcel according to approved, pre-submitted building permit, and  
198 have a manufacturer's installation manual and an illustration of the finished  
199 appearance of the unit.

200 10. Units shall be attached to a continuous permanent foundation, which manner of  
201 placement shall be as stated on the building permit, and meet all manufacturer's  
202 specifications for support.

203 11. The exterior foundation material shall consist of continuous concrete or masonry  
204 suitable for the outer portion of a finished residence.

205 12. Have the tongue and running gear, including axles, removed.

206 13. Maintain a minimum of 18 inches of crawl space under the entire manufactured  
207 home.

208 14. Have permanent steps set at all exits.

209 15. Be served by a water supply and sewage disposal system meeting the established  
210 city requirements.

211 16. Underground public utilities shall be required.

212 b. *Pre-owned manufactured homes.* Pre-owned manufactured homes may not be moved  
213 onto an individual lot within the city.]

214 ([3]2) *Mobile home community.*

215

216 Sec. 94-64. - Temporary use standards.

217 (a) *Purpose.*

218 (b) *Use table for temporary uses and special events.*

219 (c) *General standards for all temporary uses and structures.*

220 (d) *Supplemental temporary use standards.*

221 (1) *Charitable drop box.*

222 (2) *Construction field office, construction storage yard.*

- 223 (3) *Farmer's market.*
- 224 (4) *Food truck.*
- 225 (5) *Garage, yard or estate sale.*
- 226 (6) *Outdoor sale/promotional event.* The temporary outdoor displaying of wares, including for  
 227 temporary parking lot sales, shall only be permitted in the MU, CC, ENT, and D Districts  
 228 within the front or side parking area by temporary use permit provided the following  
 229 conditions are met:
- 230 a. Shall be located within the confines of the retailer's owned or leased property;
- 231 b. A sub-lessee may not occupy a parking lot for the purpose of conducting independent  
 232 sales activity;
- 233 c. Shall be located at least 25 feet from all property lines;
- 234 d. Shall not block any sight triangle or the view of on-coming traffic;
- 235 e. ~~[No merchandise shall block any public pedestrian way, and a]~~ **A** minimum clearance  
 236 width of three feet ~~[from any public]~~ **within any pedestrian way or** sidewalk shall be  
 237 provided;
- 238 f. No merchandise may be placed on landscaping, or within three feet of either side of a  
 239 working doorway, or within ten feet directly in front of a working doorway;
- 240 ~~[g.—Minimum off-street parking requirements shall be maintained if applicable;]~~
- 241 ~~[h]~~**g.** Merchandise shall not be hung resulting in a clearance less than eight feet above a  
 242 pedestrian way. Additionally, any display with moving parts shall not come into contact  
 243 with pedestrians if there is any potential to cause harm, including movement driven by  
 244 the movement of air or by mechanical or electrical means;
- 245 ~~[i]~~**h.** This section shall not apply to the sale of motor vehicles, trailers or boats;
- 246 ~~[j]~~**i.** Hours of operation shall coincide with the hours of operation for the principal use; and
- 247 ~~[k]~~**i.** All merchandise shall be secured during nonoperational hours.
- 248 (11) *Seasonal sale.*
- 249 a. The use may only be located on a vacant lot, or on a lot occupied by a nonresidential use.  
 250 The use shall not operate as an accessory to a principal residential use on a lot. In addition,  
 251 the use shall not be located on a lot which adjoins a residential use unless the lot is located  
 252 on a major thoroughfare.
- 253 b. The use shall be located on an arterial street classification or higher.
- 254 c. The use shall not involve or require the construction of a permanent building. A portable  
 255 building may be permitted on site, and shall be removed within 48 hours of the expiration  
 256 of the temporary use permit. Where required for security purposes as identified by the  
 257 city, a recreational vehicle may be parked on the site for the duration of the use; the  
 258 recreational vehicle used for security purposes may not be used as a residence.
- 259 d. Goods or merchandise displayed in conjunction with a seasonal sale shall not exceed nine  
 260 feet in height.

- 261 e. Any signage which identifies the use shall be in accordance with the temporary sign  
262 standards.
- 263 f. Five off-street parking spaces shall be provided for the use.
- 264 g. The use, including all sale items, parking and maneuvering shall observe a setback of 25  
265 feet from all property lines, and sale items shall not be located in the sight [distance]  
266 triangle.

267  
268 ARTICLE VI. - OFF-STREET PARKING  
269

270 Sec. 94-87. - Off-street parking standards.

- 271 (a) *Computation of required off-street parking spaces.*
- 272 (b) *Determination by planning and development director.*
- 273 (c) *Off-street parking spaces required.*
- 274 (d) *Off-street parking standards for selected service and industrial uses.*
- 275 (e) *Uses with variable parking demand.*
- 276 (f) *Maximum parking spaces allowed.*

277 [~~(g)~~] ~~*Exceptions and adjustments.*~~

278 (1) ~~*Change in permitted uses.*~~ A permitted use that does not meet the parking requirements of  
279 this section may be converted to another permitted use without full compliance with the  
280 required number of parking spaces provided:

281 a. ~~The applicant provides the maximum amount of parking spaces possible without being~~  
282 ~~required to remove, or partially remove a structure.~~

283 b. ~~If a structure or a portion of a structure is voluntarily removed, the resulting area shall be~~  
284 ~~used to provide the additional parking spaces necessary towards fulfilling the~~  
285 ~~requirements of Table 94-87.1.~~

286 (2) ~~*Small use exception.*~~ Any individual use in a space that is 2,000 square feet or smaller shall  
287 ~~be exempt from the parking requirement of Table 94-87.1 except for uses in the eating and~~  
288 ~~drinking use category.~~

289 (3) ~~*Shared parking.*~~

290 a. ~~Shared parking spaces shall be located within 500 linear feet of the primary entrance of~~  
291 ~~all uses served as measured along the shortest legal, practical walking route. This route~~  
292 ~~may include crossing a right-of-way provided it uses a legal crosswalk. Such distance~~  
293 ~~shall not apply if a remote parking shuttle bus service is provided. Shared parking spaces~~  
294 ~~shall not be separated from the use they serve by an arterial or collector street. In addition,~~  
295 ~~adequate and safe pedestrian access must be provided from, and to the shared parking~~  
296 ~~areas.~~

297  
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299  
300

301 (4) ~~— *Bus transportation.* When a commercial establishment can document, to the satisfaction of~~  
302 ~~the planning and development director, that a notable percentage of their customers will be~~  
303 ~~transported to and from their premises in buses, the planning and development director may~~  
304 ~~approve the substitution of bus spaces for required parking spaces. Bus spaces must be a~~  
305 ~~minimum of ten feet in width and 36 feet in length, shall be unobstructed from the surface up~~  
306 ~~to a height of at least 15 feet, shall be so located to ensure the furthest possible distance from~~  
307 ~~any adjacent residential area, and shall be clearly marked. When approved by the planning~~  
308 ~~and development director, one bus parking space may be substituted for 11 required parking~~  
309 ~~spaces to a maximum of ten total bus spaces in lieu of a maximum of 110 total required parking~~  
310 ~~spaces. No substitution of required parking spaces shall be approved for any bus spaces in~~  
311 ~~excess of ten.~~

312 (5) ~~— *Tandem parking with valet.* An off-street parking program utilizing limited tandem parking~~  
313 ~~for commercial uses shall comply with the following standards:~~

314 a. ~~— The development served shall provide 75 or more parking spaces;~~

315 b. ~~— No more than 30 percent of the total number of spaces shall be designated as tandem;~~  
316 ~~and~~

317 e. ~~— A valet parking attendant must be on duty during hours of operation.]~~

318 ([h]g) *Bicycle parking.*

319 ([i]h) *Loading areas.*

320 ([j]i) *Vehicle stacking areas.* The following standards shall apply to businesses that contain a drive-  
321 through establishment (e.g., restaurant or financial institution), and are a stand-alone use (e.g.,  
322 automatic teller machine):

323 (1) *General standards.*

324 (2) *Stacking space and lane requirements.* Stacking lanes shall comply with the following  
325 design standards:

326 a. Drive-through stacking lanes shall have a minimum width of eight feet, and length of 20  
327 feet.

328 b. The first position in a drive-through station, located at the window, is counted as a  
329 stacking space. No stacking spaces may be counted as parking spaces unless specified in  
330 Table 94-87.1.

331 [e. ~~When stacking lanes are separated from other stacking lanes, bypass lanes or from other~~  
332 ~~site areas, the separation shall be by means of a raised concrete median, concrete curb, or~~  
333 ~~landscaping.]~~

334 [d] c. Stacking lanes shall be set back 25 feet from rights-of-way.

335 [e] d. All stacking lanes must be clearly identified, through the use of means such as  
336 striping, **concrete curbing**, landscaping and signs.

337 [f] e. The number of required stacking spaces shall be as provided for in Table 94-87.5,  
338 Stacking Space Requirements. See Figure 94-87.A for an illustration of stacking lanes:

339 ([k]i) *Access.*

340

341

ARTICLE VII. - LANDSCAPING AND SCREENING

Sec. 94-101. - Required landscaping.

Table 94-101.1: Required [~~Site Perimeter Landscaping~~] **Buffering**

District of Proposed Development	Required Level of [ <del>Perimeter Landscaping</del> ] <b>Buffering</b>					
	A, CON	LDR	MDR, HDR	MU, NC, D	CC, ENT, BUS	I, Arterial Street

Table 94-101.2: Specifications for [~~Site Perimeter Landscaping~~] **Buffering**

(d) *Parking lot landscaping.*

(1) *Internal landscape islands.*

(2) *Sight [~~distance~~] triangle.* A site [~~distance~~] triangle within the off-street parking area must be established at street intersections by maintaining a maximum height for any shrubs and ground cover of 30 inches. No obstructions are permitted in the site [~~distance~~] triangle, including tree branches that must be trimmed within eight feet of the ground. All applicable sight distance requirements must be met for parking lot internal circulation and access points to the public right-of-way.

Sec. 94-102. - General standards for landscaping materials and installation.

(a) *Plant materials list.* The [~~tree board~~] **City** shall maintain a suggested and prohibited plant list as necessary to identify plant material requirements or prohibitions within the city. Where a species is chosen for a landscape plan that is not identified on a city plant list, the applicant shall provide information about growth and spacing characteristics on the landscape plan. Plant information shall be taken from objective sources, including professional landscape organization websites or nursery cut sheets. Plant materials identified in any prohibited plant list may not be used in landscaping.

(b) *Quality.*

(c) *Coverage.*

(d) *Trees.*

(e) *Shrubs, hedges, and ornamental grasses.*

(f) *Ground cover, perennials, and annual planting areas.*

(g) *Lawn grass.*

(h) *Irrigation.*

**(i) Fences.**

**(1) Fences or walls within the front yard of any residential lot shall not exceed three feet in height and shall be at least 50 percent open.**

373 (2) Fences or walls within the side or rear yard of any residential lot shall not exceed seven  
374 feet in height.

375 (3) The use of barbed wire, scrap metal, tarps, pallets, or other non-fencing materials are  
376 not permitted within any residential lot.

377  
378 NOTE: LANGUAGE WHICH IS **BOLD, UNDERLINED** HAS BEEN ADDED; LANGUAGE  
379 WHICH IS [~~BRACKETED, STRICKEN~~] HAS BEEN REMOVED.

380  
381  
382 Section 3: This ordinance shall be in full force and effect from and after its passage by the Board  
383 of Aldermen and approval by the Mayor.

384  
385  
386 Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

387  
388 Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson,  
389 Missouri on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

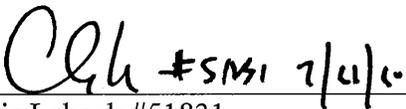
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E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL APPROVING MEDIUM DENSITY RESIDENTIAL (MDR) AND NEIGHBORHOOD COMMERCIAL ZONING FOR THE PROPERTIES LOCATED AT 3855 FALL CREEK ROAD, BRANSON, MISSOURI.

**INITIATED BY:** PLANNING & DEVELOPMENT DEPARTMENT

**FIRST READING:** JULY 28, 2020

**FINAL READING:** AUGUST 11, 2020

**EXECUTIVE SUMMARY:**

- The subject properties are located on the south side of Fall Creek Road and west of the Country Bluff Estates Subdivision. They are approximately 55 acre more or less in size combined and currently vacant except for a small, single-family residence built in 1954 per Taney County records.
- The properties are proposed to be developed with a mix of housing types, including affordable housing which will utilize Missouri Housing Development Commission (MHDC) awarded funds. The Board of Aldermen adopted a Resolution supporting the affordable housing portion on July 23, 2019 (Res. No. 2019-R020).
- Annexation was requested for these properties on January 16, 2020, and the petition was formally presented to the Board of Aldermen on January 28, 2020. The request was approved on May 12, 2020 (Ord. No. 2020-0046).
- Per Branson Municipal Code Section 94-34, any property annexed to the city shall be zoned Agriculture (A) until changed or unless otherwise indicated in the Annexation Plan of Intent (Exhibit 1).
- The submitted and approved Annexation Plan of Intent will establish Neighborhood Commercial (NC) zoning for the northern portion of the property (Lot 1), and Medium Density Residential (MDR) zoning for the remainder of the subject property (Lots 2 and 3).
- The requested zoning is consistent and complimentary with the adjacent properties and their uses. Additionally, it is reflective of the previously zoning for the properties as approved by the Taney County Board of Adjustment on June 17, 2009.

**FINANCIAL IMPACT:**

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

**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None

**COMMUNITY PLAN 2030:** LU Strategy 5.1 – Zoning Regulations.

**ATTACHED EXHIBITS:** 1) Vicinity Maps

1) VICINITY MAPS – AERIAL SHOWING UTILITIES

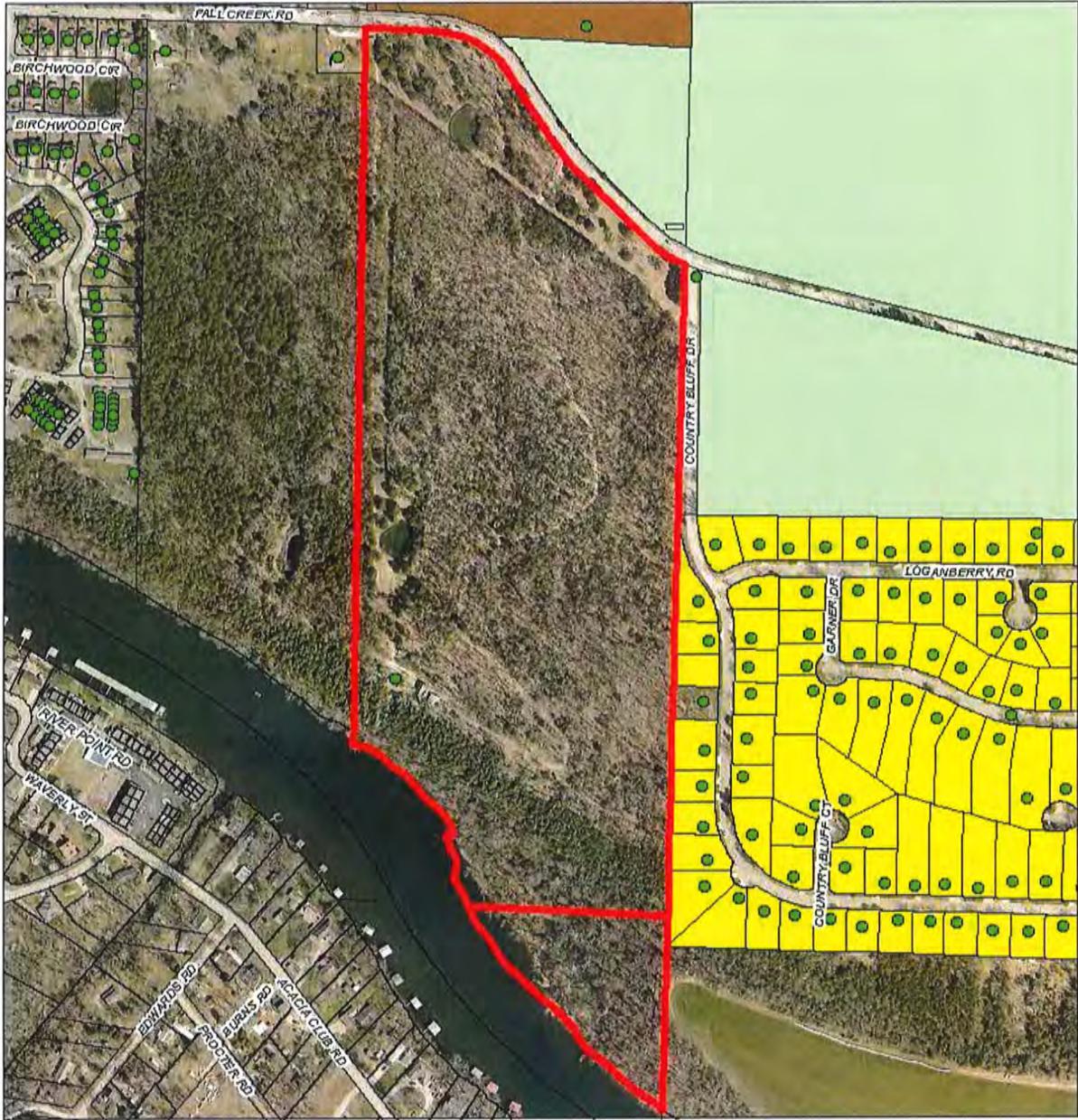


Legend	
	Sanitary Sewer Manholes
	Liftstation
	Sewer Gravity Mains
	Sewer Pressurized Mains
	Water Hydrants
	Water System Valves
	Water Mains
	STORM INLET STRUCTURES
	STORM INTAKE STRUCTURES
	STORM OUTFALL STRUCTURES
	STORM_SEWER_PIPE
	DISTRIBUTION
	TRANSMISSION

N  
  
**1 inch = 400 feet**  
 City of Branson  
 Planning & Development  
 Date: 1/29/2020

**3855 Fall Creek Road**

VICINITY MAPS - CURRENT ZONING

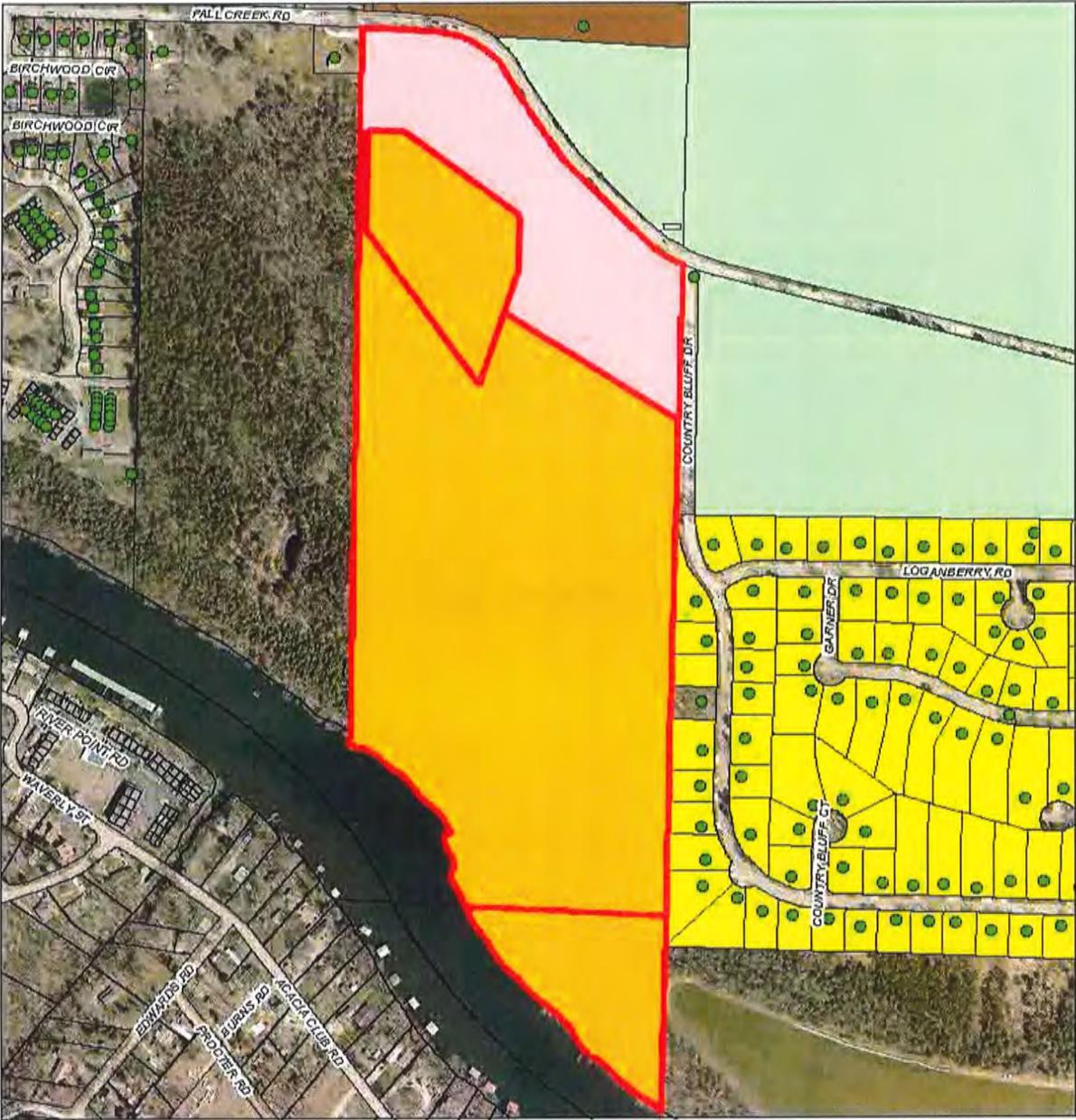


**3855 Fall Creek Road**

N  
 1 inch = 400 feet  
 City of Branson  
 Planning & Development  
 Date: 1/29/2020

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

VICINITY MAPS - PROPOSED ZONING



**3855 Fall Creek Road**

N  
 1 inch = 400 feet  
 City of Branson  
 Planning & Development  
 Date: 1/29/2020

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

BILL NO. 5840

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING MEDIUM DENSITY RESIDENTIAL (MDR) AND NEIGHBORHOOD COMMERCIAL (NC) ZONING FOR THE PROPERTIES LOCATED AT 3855 FALL CREEK ROAD, BRANSON, MISSOURI.**

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

- Section 1: That per the Annexation Plan of Intent as described by Exhibit '1', the tracts of land situated in Branson, Missouri, as described by Exhibit '2', are hereby zoned Medium Density Residential (MDR), and the tract of land situated in Branson, Missouri, as described by Exhibit '3', is hereby zoned Neighborhood Commercial (NC).
- Section 2: The Official Zoning Map of the City of Branson is hereby amended in respect to the changes in the zoning district of the area described above.
- Section 3: Severability Clause. If any section, subsection, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or major sections, sentences, clauses or phrases be declared invalid.
- Section 4: This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

 #51831 7/21/20  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney

# EXHIBIT '1'

## ANNEXATION PLAN OF INTENT

The following outlines the intent on the part of City of Branson, Missouri ("City") officials and that of Fountains on Fall Creek, LLC, the owner ("Owner") of the real property annexed into the City pursuant to Ordinance No. 2020-0046 (the "Property") adopted on the 12th day of May, 2020 ("Annexation Date"):

1. As a condition of Owner's agreement to consent to annexation of the Property into the City, the Property was to be zoned in a manner consistent with the Taney County zoning in place relating to the Property as of a date and time immediately preceding the Annexation Date.
2. It was and is the intent of City officials directly involved with the annexation negotiations had with the Owner, and was and is the intent of the Owner, that this Annexation Plan of Intent was to be approved as a part of and as a condition precedent to the annexation, and thus would be an exception to the application of Section 94-34 of the Unified Development Code to the Property, with the result the Property would not be zoned A upon annexation but would instead be zoned as described on Exhibit A attached hereto.
3. Owner will not be subject to any City fees relating to the annexation including but not limited to approval of this Annexation Plan of Intent or the implementation of the City zoning applicable to the Property as described on Exhibit A hereto.
4. The City Administrator shall promptly submit this Annexation Plan of Intent to the Board of Alderman for their approval.

City of Branson, Missouri

By:   
Stan Dobbins, City Administrator

Fountains on Fall Creek, LLC

By:   
Dan Ruda, Manager

APPROVED AS TO FORM:

  
Chris Lebeck #51831  
City Attorney

EXHIBIT A

The Property is depicted on the attached Exhibit A-1 as Minor Subdivision consisting of Lots 1, 2 and 3.

Upon annexation, the Property is to be zoned as follows:

1. Lot 1, Neighborhood Commercial (NC);
2. Lots 2 and 3, Medium Density Residential (MDR); and
3. The minimum and maximum dwelling density of each parcel developed will be based upon the area of the entire Property rather than upon the area of that parcel alone.



**EXHIBIT '2'**

**3855 FALL CREEK ROAD  
(LOT 2)**

A TRACT OF LAND SITUATED IN PART OF NE1/4 OF THE FRACTIONAL SE1/4 OF SECTION 12, TOWNSHIP 22 NORTH, RANGE 22 WEST, TANEY COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIN MARKING THE NORTHEAST CORNER THE NE1/4 OF THE FRACTIONAL SE1/4 OF SAID SECTION 12; THENCE S 01°22'06" W, ALONG THE EAST LINE OF SAID NE1/4, A DISTANCE OF 533.89 FEET; THENCE N 88°37'54" W, LEAVING SAID EAST LINE, A DISTANCE OF 493.40 FEET, FOR A NEW POINT OF BEGINNING; THENCE SOUTHERLY ALONG A NON-TANGENT CURVE TO LEFT 10.73 FEET (SAID CURVE HAVING A DELTA OF 02°55'41", A RADIUS OF 210.00 FEET AND A CHORD BEARING AND DISTANCE OF S 03°45'06" W, 10.73 FEET); THENCE S 02°17'15" W, A DISTANCE OF 117.94 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT 48.86 FEET (SAID CURVE HAVING A DELTA OF 17°29'50" A CHORD BEARING AND DISTANCE OF S 11°02'10" W, 48.67 FEET AND HAVING A RADIUS OF 160.00 FEET); THENCE S 19°47'05" W, A DISTANCE OF 336.66 FEET; THENCE N 35°55'46" W, A DISTANCE OF 576.61 FEET; THENCE N 01°24'12" E, A DISTANCE OF 293.68 FEET; THENCE S 89°17'14" E, A DISTANCE OF 108.86 FEET; THENCE S 52°50'23" E, A DISTANCE OF 440.41 FEET, TO THE NEW POINT OF BEGINNING. SAID TRACT CONTAINING 4.69 ACRES OF LAND, MORE OR LESS.

ALL OF THE ABOVE BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS, COVENANTS AND RESERVATIONS OF RECORD, IF ANY.

**(LOT 3)**

A TRACT OF LAND SITUATED IN PART OF E1/2 OF THE FRACTIONAL SE1/4 OF SECTION 12, AND PART OF THE FRACTIONAL NE1/4 OF SECTION 13 ALL IN TOWNSHIP 22 NORTH, RANGE 22 WEST, TANEY COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIN MARKING THE NORTHEAST CORNER OF THE NE1/4 OF THE FRACTIONAL SE1/4 OF SAID SECTION 12; THENCE S 01°22'06" W, ALONG THE EAST LINE OF SAID FRACTIONAL SE1/4, A DISTANCE OF 1130.91 FEET, FOR A NEW POINT OF BEGINNING; THENCE S 01°22'06" W, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 295.30 FEET, TO AN EXISTING STONE MARKING THE SOUTHWEST CORNER OF LOT 13 OF THE FRACTIONAL SW1/4 OF SECTION 7, TOWNSHIP 22 NORTH, RANGE 21 WEST; THENCE S 02°02'13" W, ALONG THE EAST LINE OF THE FRACTIONAL SE1/4 OF SECTION 12 AND THE EAST LINE OF THE FRACTIONAL NE1/4 OF SECTION 13, A DISTANCE OF 1789.86 FEET, TO A POINT ON THE HIGH BANK OF LAKE TANEYCOMO; THENCE N 49°56'37" W, LEAVING EAST LINE AND ALONG SAID HIGH BANK, A DISTANCE OF 81.32 FEET; ALONG SAID HIGH BANK AS FOLLOWS; N 53°17'57" W, A DISTANCE OF 215.12 FEET; THENCE N 36°45'46" W, A DISTANCE OF 165.77 FEET; THENCE N 47°31'44" W, A DISTANCE OF 186.04 FEET; THENCE N 30°08'44" W, A DISTANCE OF 219.30 FEET, TO A POINT ON THE SOUTH LINE OF THE FRACTIONAL SE1/4 OF SECTION 12; THENCE N 87°57'47" W, LEAVING HIGH BANK AND ALONG SAID SOUTH LINE, A DISTANCE OF 376.58 FEET, TO THE SOUTHWEST CORNER OF THE E3/4 OF THE E1/2 OF THE FRACTIONAL SE1/4 OF SAID SECTION 12; THENCE N 01°24'12" E, ALONG THE WEST LINE OF SAID E3/4 OF THE E1/2, A DISTANCE OF 2068.27 FEET; THENCE

S 35°55'46" E, LEAVING SAID WEST LINE, A DISTANCE OF 630.49 FEET; S 70°12'55" E, A DISTANCE OF 50.00 FEET; THENCE N 19°47'05" E, A DISTANCE OF 219.13 FEET; THENCE S 57°55'53" E, A DISTANCE OF 574.05 FEET, TO THE NEW POINT OF BEGINNING. SAID TRACT CONTAINING 43.32 ACRES OF LAND, MORE OR LESS.

ALL OF THE ABOVE BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS, COVENANTS AND RESERVATIONS OF RECORD, IF ANY.

**EXHIBIT '3'**

**3855 FALL CREEK ROAD  
(LOT 1)**

A TRACT OF LAND SITUATED IN PART OF NE1/4 OF THE FRACTIONAL SE1/4 OF SECTION 12, TOWNSHIP 22 NORTH, RANGE 22 WEST, TANEY COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIN MARKING THE NORTHEAST CORNER OF THE NE1/4 OF THE FRACTIONAL SE1/4 OF SAID SECTION 12; THENCE S 01°22'06" W, ALONG THE EAST LINE OF SAID NE1/4, A DISTANCE OF 671.83 FEET, TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF FALL CREEK ROAD, FOR A NEW POINT OF BEGINNING; THENCE S 01°22'06" W, LEAVING SOUTHWESTERLY RIGHT-OF-WAY LINE AND CONTINUING ALONG EAST LINE, A DISTANCE OF 459.08 FEET; THENCE N 57°55'53" W, LEAVING SAID EAST LINE, A DISTANCE OF 574.05 FEET; S 19°47'05" W, A DISTANCE OF 219.13 FEET; THENCE N 70°12'55" W, A DISTANCE OF 50.00 FEET; THENCE N 19°47'05" E, A DISTANCE OF 336.66 FEET; THENCE NORTHERLY ALONG A CURVE TO THE LEFT 48.86 FEET (SAID CURVE HAVING A DELTA OF 17°29'50", A CHORD BEARING AND DISTANCE OF N 11°02'10" E, 48.67 FEET AND HAVING A RADIUS OF 160.00 FEET); THENCE N 02°17'15" E, A DISTANCE OF 117.94 FEET; THENCE NORTHERLY ALONG A SEGMENT OF A CURVE TO THE RIGHT 10.73 FEET (SAID SEGMENT HAVING A DELTA OF 02°55'41", A CHORD BEARING AND DISTANCE OF N 03°45'06" E, 10.73 FEET AND HAVING A RADIUS OF 210.00 FEET); THENCE N 52°50'23" W, A DISTANCE OF 440.41 FEET; THENCE N 89°17'14" W, A DISTANCE OF 108.86 FEET; THENCE S 01°24'12" W, A DISTANCE OF 293.68 FEET; THENCE N 35°55'46" W, A DISTANCE OF 53.87 FEET, TO A POINT ON THE WEST LINE OF THE E3/4 OF THE E1/2; THENCE N 01°24'12" E, A DISTANCE OF 562.24 FEET, TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF FALL CREEK ROAD; THENCE S 86°43'58" E, LEAVING WEST LINE AND ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 155.19 FEET; ALONG SAID RIGHT-OF-WAY LINE AS FOLLOWS; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT 167.20 FEET (SAID CURVE HAVING A DELTA OF 19°42'02", A CHORD BEARING AND DISTANCE OF S 76°52'57" E, 166.38 FEET AND HAVING A RADIUS OF 486.28 FEET); THENCE S 67°01'56" E, A DISTANCE OF 6.57 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT 144.56 FEET (SAID CURVE HAVING A DELTA OF 34°06'41", A CHORD BEARING AND DISTANCE OF S 49°58'35" E, 142.43 FEET AND HAVING A RADIUS OF 242.81 FEET); THENCE S 32°55'15" E, A DISTANCE OF 184.43 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT 294.98 FEET (SAID CURVE HAVING A DELTA OF 14°11'37", A CHORD BEARING AND DISTANCE OF S 40°01'03" E, 294.23 FEET AND HAVING A RADIUS OF 1190.78 FEET); THENCE S 47°06'51" E, A DISTANCE OF 184.38 FEET; THENCE SOUTHEASTERLY ALONG A SEGMENT OF A CURVE TO THE LEFT 144.77 FEET (SAID CURVE HAVING A DELTA OF 15°46'14", A RADIUS OF 525.95 FEET AND HAVING A CHORD BEARING AND DISTANCE OF S 54°59'58" E, 144.31 FEET), TO THE NEW POINT OF BEGINNING. SAID TRACT CONTAINING 10.49 ACRES OF LAND, MORE OR LESS.



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL APPROVING HIGH DENSITY RESIDENTIAL (HDR) ZONING FOR THE PROPERTY LOCATED AT 135 LAKE FRONT DRIVE, BRANSON, MISSOURI.

**INITIATED BY:** PLANNING & DEVELOPMENT DEPARTMENT

**FIRST READING:** JULY 28, 2020

**FINAL READING:** AUGUST 11, 2020

**EXECUTIVE SUMMARY:**

- The subject property is located within the Lodges at Chateau Cove development, which is located on the west side of State Highway 265, approximately 1,500 feet north of the entrance to Chateau on the Lake Resort Spa and Convention Center.
- This request will establish zoning for the subject property which is consistent and complimentary with the adjacent properties and their uses. The requested zoning is also consistent with the existing use of the property, and will provide an appropriate buffer between the State Highway 265 corridor and the residential development to the west and adjacent to Table Rock Lake.
- Annexation was requested for this property on May 11, 2020, and approved on June 23, 2020 (Ord. No. 2020-0068).
- Planning Commission recommended approval of the bill through Resolution ZO20-3 (ZO20-000003) at their July 7, 2020 meeting.

**FINANCIAL IMPACT:**

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

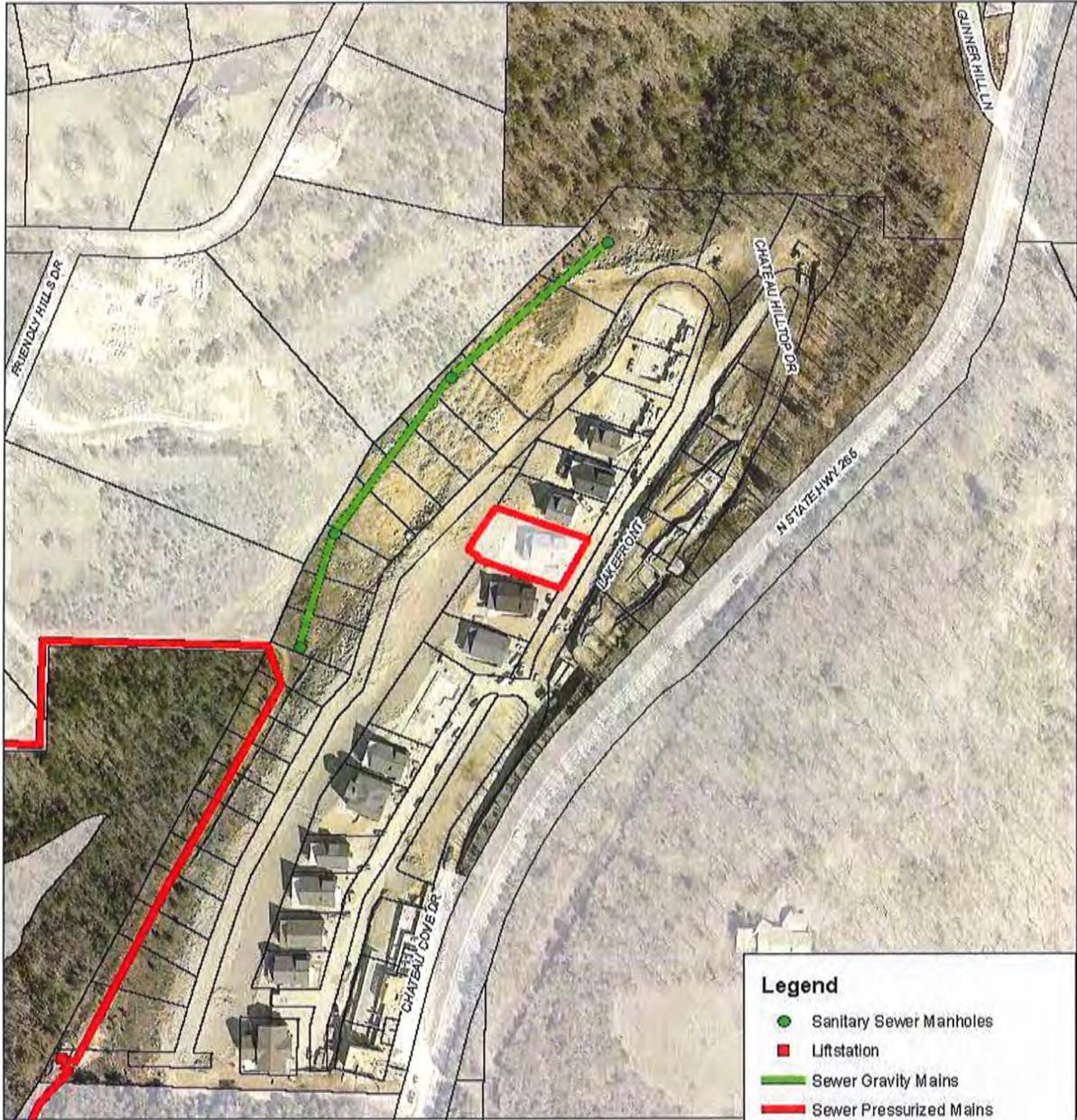
**STAFF RECOMMENDATION:**

- Recommended
- Not Recommended
- Neutral/None

**COMMUNITY PLAN 2030:** LU Strategy 5.1 – Zoning Regulations.

**ATTACHED EXHIBITS:**  
1) Vicinity Maps  
2) Planning Commission Resolution No. ZO20-3 (July 7, 2020)

1) VICINITY MAPS – AERIAL SHOWING UTILITIES



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

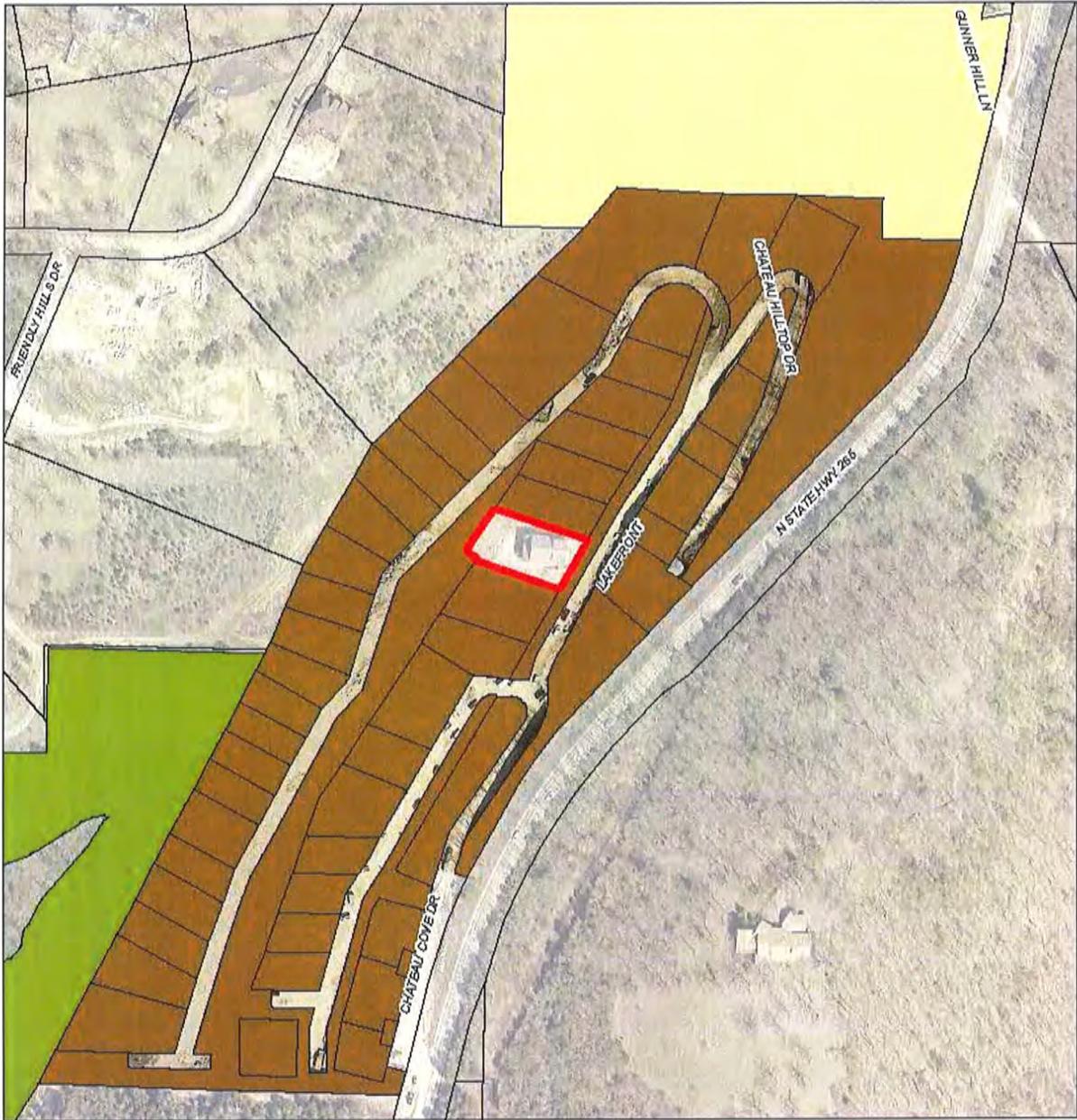


1 inch = 200 feet

City of Branson  
 Planning & Development  
 Date: 5/12/2020

**135 Lakefront Dr**

VICINITY MAPS - CURRENT ZONING



**135 Lakefront Dr**

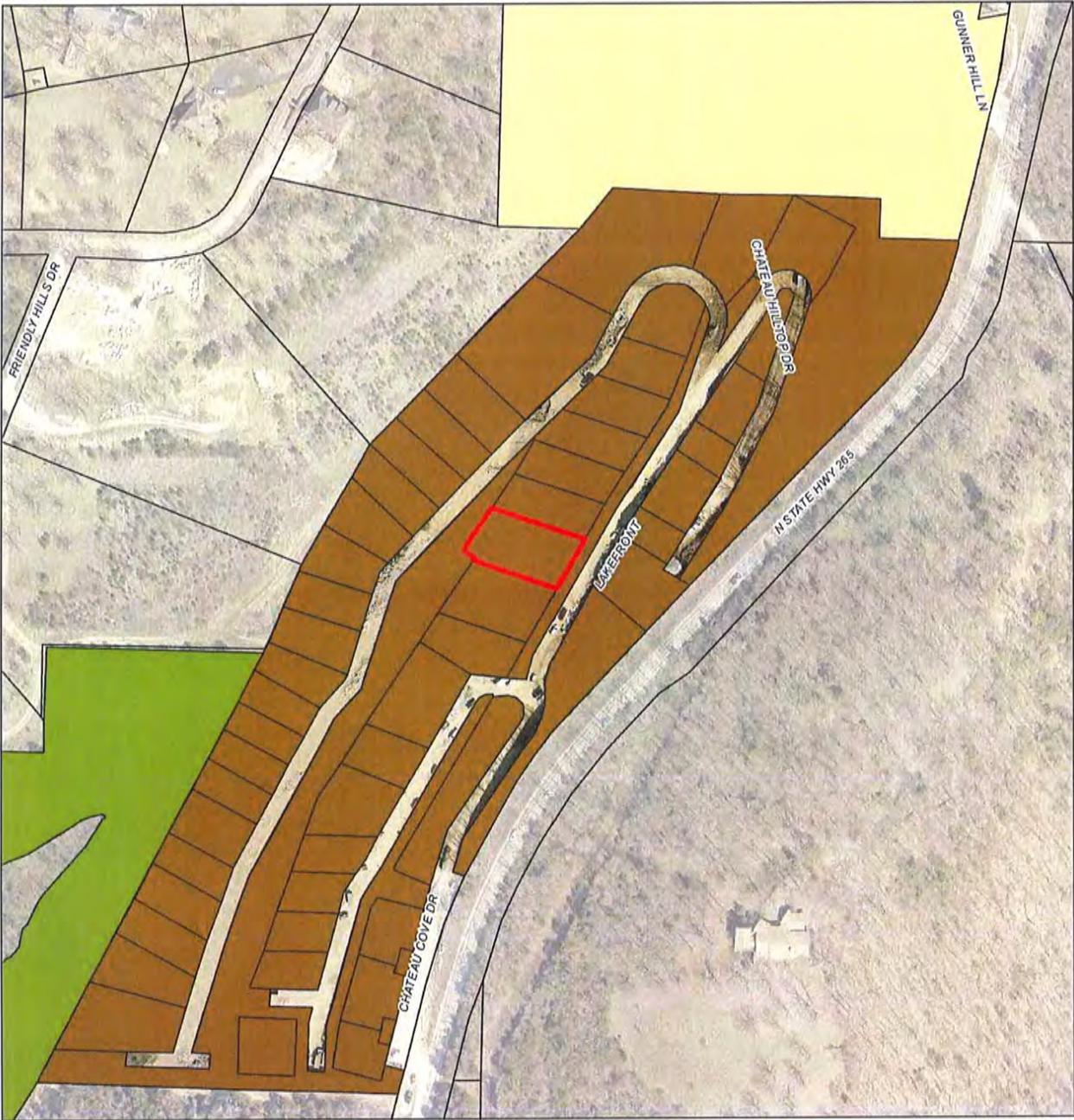


1 inch = 200 feet

City of Branson  
 Planning & Development  
 Date: 5/12/2020

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

VICINITY MAPS - PROPOSED ZONING



**1 inch = 200 feet**  
 City of Branson  
 Planning & Development  
 Date: 5/12/2020

**135 Lakefront Dr**

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

2) PLANNING COMMISSION RESOLUTION NO. ZO20-3 – JULY 7, 2020

**PLANNING COMMISSION**

**RESOLUTION NO. ZO20-3 (20-000003)**

**A PLANNING COMMISSION RESOLUTION RECOMMENDING APPROVAL OF HIGH DENSITY RESIDENTIAL (HDR) ZONING FOR THE PROPERTY LOCATED AT 135 LAKE FRONT DRIVE, BRANSON, MISSOURI.**

**WHEREAS**, a Zoning Application has been initiated by Darrell Hanson on behalf of Cabana Homes, LLC, for approval of High Density Residential (HDR) zoning for the property located at 135 Lake Front Drive, legally described as follows:

BUILDING 10A, LODGES AT CHATEAU COVE, PHASE 4, A CONDOMINIUM AS PER THE RECORDED AMENDED PLAT THEREOF, PLAT BOOK/SLIDE L, PAGES 311, TANEY COUNTY, MISSOURI, AND ACCORDING TO THE DECLARATION OF CONDOMINIUM AND BY-LAWS THEREOF, AS RECORDED IN BOOK 2018, PAGE(S) 23220, AS AMENDED.

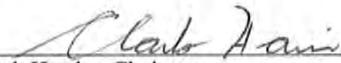
**WHEREAS**, the Zoning Regulations for the City of Branson, Missouri, require a Public Hearing before the Planning Commission for the approval of High Density Residential (HDR) zoning; and,

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

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

**BE IT THEREFORE RESOLVED**, that the Planning Commission for the City of Branson hereby recommends approval of High Density Residential (HDR) zoning for the property located at 135 Lake Front Drive, Branson, Missouri.

DONE THIS 7<sup>TH</sup> DAY OF JULY 2020, BY THE PLANNING COMMISSION FOR THE CITY OF BRANSON, MISSOURI.

  
\_\_\_\_\_  
Clark Harris - Chairman

ATTEST:

  
\_\_\_\_\_  
Joel Hornickel – Planning and Development Director

ZO20-000003

BILL NO. 5841

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING HIGH DENSITY RESIDENTIAL (HDR) ZONING FOR THE PROPERTY LOCATED AT 135 LAKE FRONT DRIVE, BRANSON, MISSOURI.**

---

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

- Section 1: That the tract of land situated in Branson, Missouri, as described by Exhibit 'A', is hereby zoned High Density Residential (HDR).
- Section 2: The Official Zoning Map of the City of Branson is hereby amended in respect to the changes in the zoning district of the area described above.
- Section 3: Severability Clause. If any section, subsection, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or major sections, sentences, clauses or phrases be declared invalid.
- Section 4: This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Read, this first time on this \_\_\_\_ day of \_\_\_\_\_, 2020.

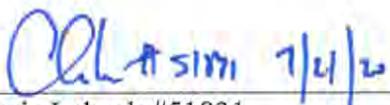
Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri on this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney

**EXHIBIT 'A'**

135 Lakefront Drive (Building 10A)  
Parcel ID # 18-2.0-10-004-001-035.010

BUILDING 10A, LODGES AT CHATEAU COVE, PHASE 4, A CONDOMINIUM AS PER THE RECORDED AMENDED PLAT THEREOF, PLAT BOOK/SLIDE L, PAGES 311, TANEY COUNTY, MISSOURI, AND ACCORDING TO THE DECLARATION OF CONDOMINIUM AND BY-LAWS THEREOF, AS RECORDED IN BOOK 2018, PAGE(S) 23220, AS AMENDED.



# STAFF REPORT

**ITEM/SUBJECT:** READING OF A BILL APPROVING HIGH DENSITY RESIDENTIAL (HDR) ZONING FOR THE PROPERTY LOCATED AT 150 GUNNER HILL LANE, BRANSON, MISSOURI.

**INITIATED BY:** PLANNING & DEVELOPMENT DEPARTMENT

**FIRST READING:** JULY 28, 2020

**FINAL READING:** AUGUST 11, 2020

**EXECUTIVE SUMMARY:**

- The subject property is located on the west side of State Highway 265 and at the intersection of Gunner Hill Lane. Additionally, it is located to the north of the Lodges at Chateau Cove development.
- This request will establish zoning for the subject property which is consistent and complimentary with the adjacent properties and their uses. The requested zoning is also consistent with the proposed use of the property, and will provide an appropriate buffer between the State Highway 265 corridor and the residential development to the west and adjacent to Table Rock Lake.
- Annexation was requested for this property on January 16, 2020, and approved on February 25, 2020 (Ord. No. 2020-0026).
- Planning Commission recommended approval of the bill through Resolution ZO20-2 (ZO20-000002) at their July 7, 2020 meeting.

**FINANCIAL IMPACT:**

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

**STAFF RECOMMENDATION:**

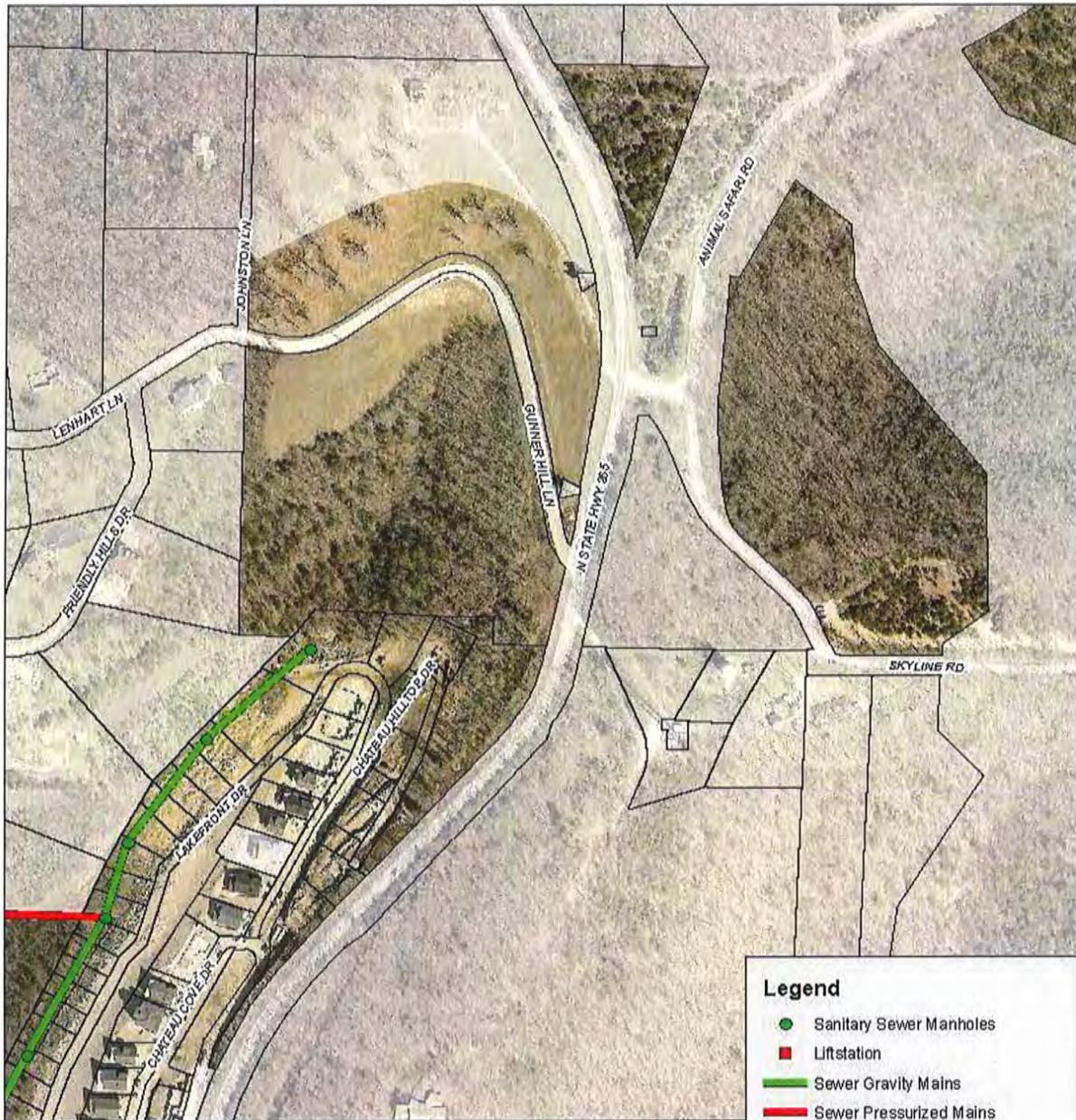
- Recommended
- Not Recommended
- Neutral/None

*RJ*

**COMMUNITY PLAN 2030:** LU Strategy 5.1 – Zoning Regulations.

**ATTACHED EXHIBITS:**  
1) Vicinity Maps  
2) Planning Commission Resolution No. ZU20-2 (July 7, 2020)

1) VICINITY MAPS – AERIAL SHOWING UTILITIES



**Legend**

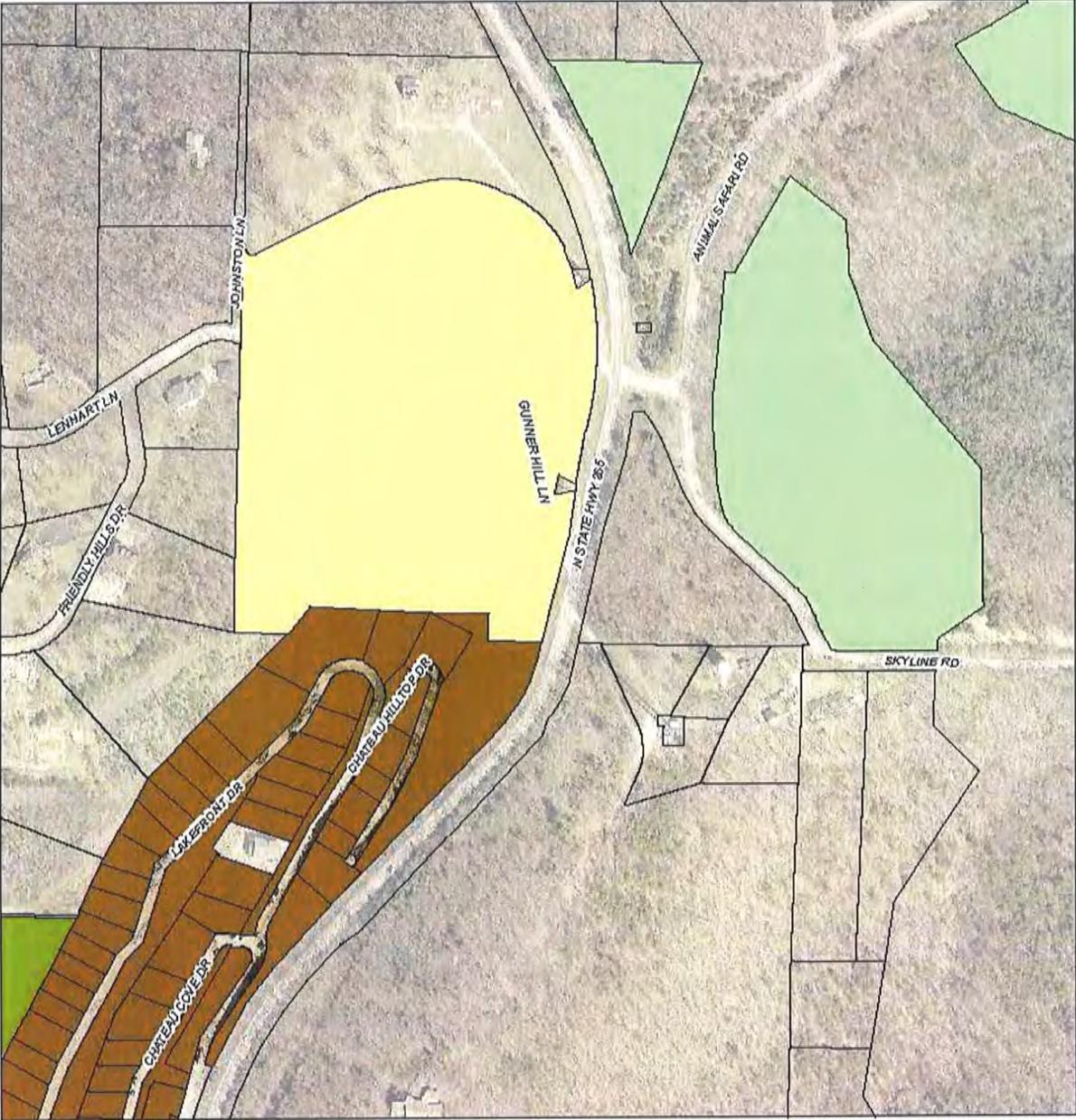
- Sanitary Sewer Manholes
- Liftstation
- Sewer Gravity Mains
- Sewer Pressurized Mains
- Water Hydrants
- ▲ Water System Valves
- Water Mains
- STORM INLET STRUCTURES
- ▼ STORM INTAKE STRUCTURES
- STORM OUTFALL STRUCTURES
- STORM\_SEWER\_PIPE
- DISTRIBUTION
- TRANSMISSION



**150 Gunner Hill Ln**

1 inch = 300 feet

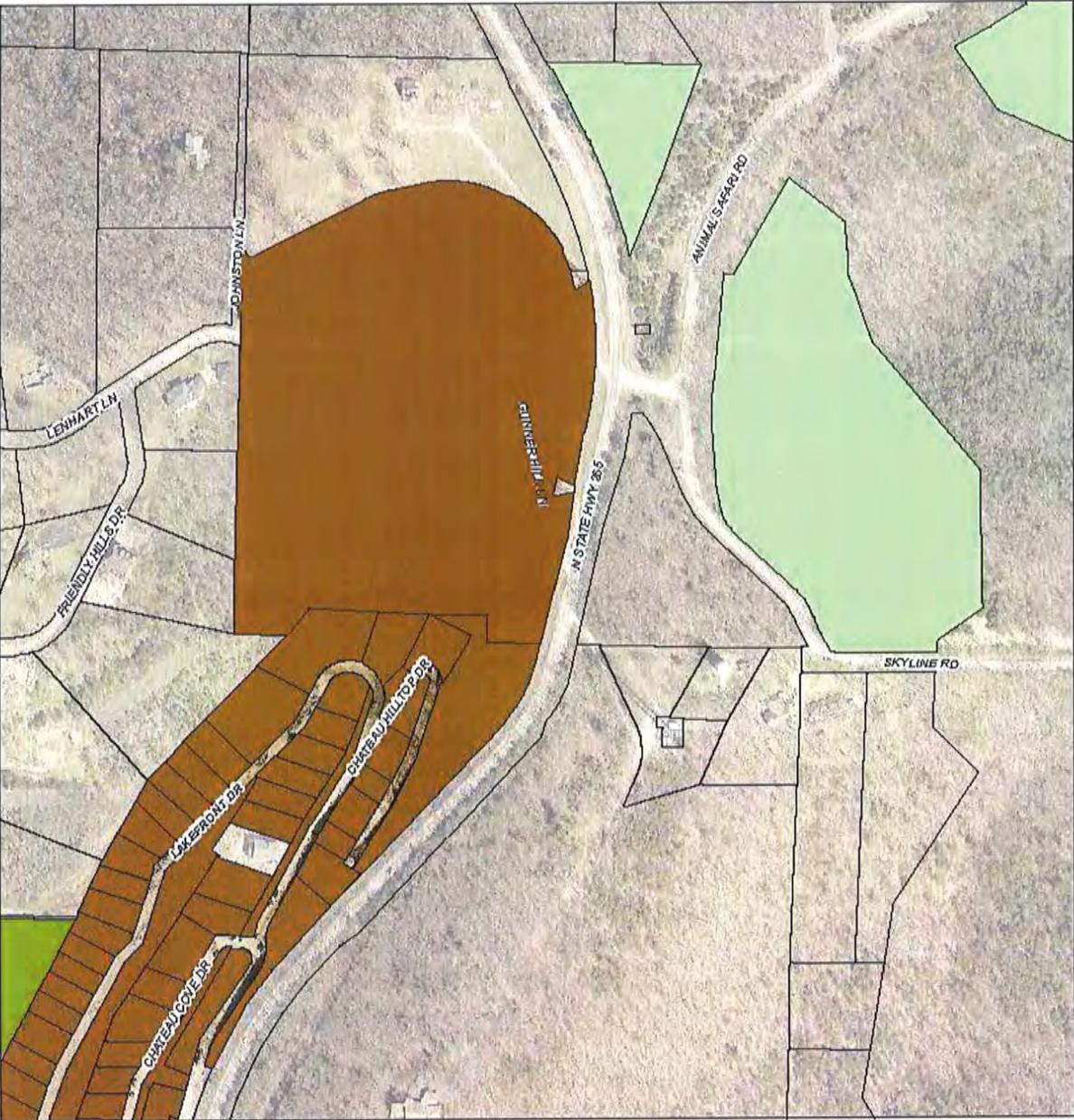
City of Branson  
 Planning & Development  
 Date: 6/18/2020



**1 inch = 300 feet**  
 City of Branson  
 Planning & Development  
 Date: 6/18/2020

**150 Gunner Hill Ln**

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



**150 Gunner Hill Ln**

N  
 1 inch = 300 feet  
 City of Branson  
 Planning & Development  
 Date: 6/18/2020

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

2) PLANNING COMMISSION RESOLUTION NO. ZO20-2 – JULY 7, 2020

PLANNING COMMISSION

RESOLUTION NO. ZO20-2 (20-000002)

**A PLANNING COMMISSION RESOLUTION RECOMMENDING APPROVAL OF HIGH DENSITY RESIDENTIAL (HDR) ZONING FOR THE PROPERTY LOCATED AT 150 GUNNER HILL LANE, BRANSON, MISSOURI.**

**WHEREAS**, a Zoning Application has been initiated by Todd Chandler of Cribb Philbeck Weaver Group, Inc. on behalf of Table Rock at Branson, Inc, LLC, for approval of High Density Residential (HDR) zoning for the property located at 150 Gunner Hill Lane, legally described as follows:

See Exhibit A

**WHEREAS**, the Zoning Regulations for the City of Branson, Missouri, require a Public Hearing before the Planning Commission for the approval of High Density Residential (HDR) zoning; and,

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

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

**BE IT THEREFORE RESOLVED**, that the Planning Commission for the City of Branson hereby recommends approval of High Density Residential (HDR) zoning for the property located at 150 Gunner Hill Lane, Branson, Missouri.

DONE THIS 7<sup>TH</sup> DAY OF JULY 2020, BY THE PLANNING COMMISSION FOR THE CITY OF BRANSON, MISSOURI.

  
Clark Harris – Chairperson

ATTEST:

  
Joel Hornickel - Planning & Development Director

ZO20-000002

### EXHIBIT 'A'

A TRACT OF LAND BEING LOCATED IN PART OF THE SW1/4 OF THE NE1/4 OF SECTION 10, TOWNSHIP 22 NORTH, RANGE 22 WEST, TANEY COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN EXISTING LIMESTONE MARKING THE SOUTHWEST CORNER OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 10; THENCE N 01°25'58" E, ALONG THE WEST LINE OF SAID SW1/4 OF THE NE1/4, A DISTANCE OF 870.83 FEET; THENCE S 88°58'14" E, LEAVING SAID WEST LINE, A DISTANCE OF 4.00 FEET; THENCE SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT 30.45 FEET (SAID CURVE HAVING A DELTA OF 116°19'19" A CHORD BEARING AND DISTANCE OF S 58°48'51" E, 25.49 FEET AND HAVING A RADIUS OF 15.00 FEET); THENCE N 63°01'30" E, A DISTANCE OF 277.62 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT 66.87 FEET (SAID CURVE HAVING A DELTA OF 14°37'26" AND HAVING A RADIUS OF 262.00 FEET); THENCE N 77°38'55" E, A DISTANCE OF 77.73 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT 172.55 FEET (SAID CURVE HAVING A DELTA OF 37°44'06" AND HAVING A RADIUS OF 262.00 FEET); THENCE S 64°36'59" E, A DISTANCE OF 24.84 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT 177.61 FEET (SAID CURVE HAVING A DELTA OF 38°50'28" AND HAVING A RADIUS OF 262.00 FEET); THENCE S 25°46'31" E, A DISTANCE OF 53.47 FEET; THENCE S 16°21'59" E, A DISTANCE OF 45.51 FEET; THENCE N 54°24'28" E, A DISTANCE OF 36.30 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF M.S.H.D. #265; ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF SAID M.S.H.D. #265 AS FOLLOWS: THENCE SOUTHERLY ALONG A NON-TANGENT SEGMENT OF A CURVE TO THE RIGHT 345.72 FEET (SAID SEGMENT HAVING A DELTA OF 22°08'02" A CHORD BEARING AND DISTANCE OF S 01°52'09" W, 343.58 FEET, AND HAVING A RADIUS OF 894.94 FEET); THENCE S 10°22'49" W, A DISTANCE OF 130.97 FEET; THENCE N 59°58'01" W, LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 45.65 FEET; THENCE S 11°34'17" W, A DISTANCE OF 46.60 FEET; THENCE N 80°30'49" E, A DISTANCE OF 46.75 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF M.S.H.D. #265; ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF SAID M.S.H.D. #265 AS FOLLOWS: THENCE S 10°22'49" W, A DISTANCE OF 94.97 FEET; THENCE S 12°42'31" W, A DISTANCE OF 130.01 FEET; THENCE S 12°33'30" W, A DISTANCE OF 115.86 FEET, TO A POINT ON THE SOUTH LINE OF THE SW1/4 OF THE NE1/4; THENCE N 88°14'17" W, LEAVING WESTERLY RIGHT-OF-WAY LINE AND ALONG THE SOUTH LINE OF SAID SW1/4 OF THE NE1/4, A DISTANCE OF 121.17 FEET, TO A POINT ON THE NORTHERLY LINE OF THE AMENDED PLAT OF BUILDINGS 38, 41 AND 42 OF THE LODGES AT CHATEAU COVE, PHASE 6, AS PER THE RECORDED PLAT THEREOF, RECORDED IN PLAT BOOK/SLIDE L AT PAGES 529 AND 530, IN THE TANEY COUNTY RECORDERS OFFICE, TANEY COUNTY, MISSOURI; THENCE N 01°45'43" E, LEAVING SOUTH LINE OF THE SW1/4 OF THE NE1/4, ALONG SAID NORTHERLY BOUNDARY LINE, A DISTANCE OF 60.14 FEET, TO THE NORTHEAST CORNER OF SAID AMENDED PLAT, THE LODGES AT CHATEAU COVE PHASE 6; THENCE N 88°10'15" W, ALONG THE SAID NORTH LINE, AND ALONG THE NORTH LINE OF THE AMENDED PLAT OF BUILDINGS 14-17, 37 AND 43 OF THE LODGES AT CHATEAU COVE, PHASE 4, AS PER THE RECORDED PLAT THEREOF, RECORDED IN PLAT BOOK/SLIDE L AT PAGES 531 AND 532, IN THE TANEY COUNTY RECORDERS OFFICE, TANEY COUNTY, MISSOURI, A DISTANCE OF 407.63 FEET, TO THE NORTHWEST CORNER OF SAID AMENDED PLAT OF THE LODGES AT CHATEAU COVE, PHASE 4; THENCE S 42°10'06" W, ALONG THE WESTERLY LINE OF SAID AMENDED PLAT OF THE LODGES AT CHATEAU COVE, PHASE 4, A DISTANCE OF 79.61 FEET, TO A POINT ON THE SOUTH LINE OF THE SW1/4 OF THE NE1/4; THENCE N 88°14'17" W, ALONG SAID SOUTH LINE, A DISTANCE OF 125.21 FEET, TO THE POINT OF BEGINNING. TRACT CONTAINING 16.54 ACRES OF LAND, MORE OR LESS.

ZO20-000002

BILL NO. 5842

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING HIGH DENSITY RESIDENTIAL (HDR) ZONING FOR THE PROPERTY LOCATED AT 150 GUNNER HILL LANE, BRANSON, MISSOURI.**

---

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

- Section 1: That the tract of land situated in Branson, Missouri, as described by Exhibit 'A', is hereby zoned High Density Residential (HDR).
- Section 2: The Official Zoning Map of the City of Branson is hereby amended in respect to the changes in the zoning district of the area described above.
- Section 3: Severability Clause. If any section, subsection, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or major sections, sentences, clauses or phrases be declared invalid.
- Section 4: This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Read, this first time on this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

\_\_\_\_\_  
E. Edd Akers  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

*CL #SIMI 7/31/20*  
\_\_\_\_\_  
Chris Lebeck #51831  
City Attorney

## EXHIBIT 'A'

150 Gunner Hill Lane

Parcel ID # 18-2.0-10-001-003-002.009

A TRACT OF LAND BEING LOCATED IN PART OF THE SW1/4 OF THE NE1/4 OF SECTION 10, TOWNSHIP 22 NORTH, RANGE 22 WEST, TANEY COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN EXISTING LIMESTONE MARKING THE SOUTHWEST CORNER OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 10; THENCE N 01°25'58" E, ALONG THE WEST LINE OF SAID SW1/4 OF THE NE1/4, A DISTANCE OF 870.83 FEET; THENCE S 88°58'14" E, LEAVING SAID WEST LINE, A DISTANCE OF 4.00 FEET; THENCE SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT 30.45 FEET (SAID CURVE HAVING A DELTA OF 116°19'19" A CHORD BEARING AND DISTANCE OF S 58°48'51" E, 25.49 FEET AND HAVING A RADIUS OF 15.00 FEET); THENCE N 63°01'30" E, A DISTANCE OF 277.62 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT 66.87 FEET (SAID CURVE HAVING A DELTA OF 14°37'26" AND HAVING A RADIUS OF 262.00 FEET); THENCE N 77°38'55" E, A DISTANCE OF 77.73 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT 172.55 FEET (SAID CURVE HAVING A DELTA OF 37°44'06" AND HAVING A RADIUS OF 262.00 FEET); THENCE S 64°36'59" E, A DISTANCE OF 24.84 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT 177.61 FEET (SAID CURVE HAVING A DELTA OF 38°50'28" AND HAVING A RADIUS OF 262.00 FEET); THENCE S 25°46'31" E, A DISTANCE OF 53.47 FEET; THENCE S 16°21'59" E, A DISTANCE OF 45.51 FEET; THENCE N 54°24'28" E, A DISTANCE OF 36.30 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF M.S.H.D. #265; ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF SAID M.S.H.D. #265 AS FOLLOWS: THENCE SOUTHERLY ALONG A NON-TANGENT SEGMENT OF A CURVE TO THE RIGHT 345.72 FEET (SAID SEGMENT HAVING A DELTA OF 22°08'02" A CHORD BEARING AND DISTANCE OF S 01°52'09" W, 343.58 FEET, AND HAVING A RADIUS OF 894.94 FEET); THENCE S 10°22'49" W, A DISTANCE OF 130.97 FEET; THENCE N 59°58'01" W, LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 45.65 FEET; THENCE S 11°34'17" W, A DISTANCE OF 46.60 FEET; THENCE N 80°30'49" E, A DISTANCE OF 46.75 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF M.S.H.D. #265; ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF SAID M.S.H.D. #265 AS FOLLOWS: THENCE S 10°22'49" W, A DISTANCE OF 94.97 FEET; THENCE S 12°42'31" W, A DISTANCE OF 130.01 FEET; THENCE S 12°33'30" W, A DISTANCE OF 115.86 FEET, TO A POINT ON THE SOUTH LINE OF THE SW1/4 OF THE NE1/4; THENCE N 88°14'17" W, LEAVING WESTERLY RIGHT-OF-WAY LINE AND ALONG THE SOUTH LINE OF SAID SW1/4 OF THE NE1/4, A DISTANCE OF 121.17 FEET, TO A POINT ON THE NORTHERLY LINE OF THE AMENDED PLAT OF BUILDINGS 38, 41 AND 42 OF THE LODGES AT CHATEAU COVE, PHASE 6, AS PER THE RECORDED PLAT THEREOF, RECORDED IN PLAT BOOK/SLIDE L AT PAGES 529 AND 530, IN THE TANEY COUNTY RECORDERS OFFICE, TANEY COUNTY, MISSOURI; THENCE N 01°45'43" E, LEAVING SOUTH LINE OF THE SW1/4 OF THE NE1/4, ALONG SAID NORTHERLY BOUNDARY LINE, A DISTANCE OF 60.14 FEET, TO THE NORTHEAST CORNER OF SAID AMENDED PLAT, THE LODGES AT CHATEAU COVE PHASE 6; THENCE N 88°10'15" W, ALONG THE SAID NORTH LINE, AND ALONG THE NORTH LINE OF THE AMENDED PLAT OF BUILDINGS 14-17, 37 AND 43 OF THE LODGES AT CHATEAU COVE, PHASE 4, AS PER THE RECORDED PLAT THEREOF, RECORDED IN PLAT BOOK/SLIDE L AT PAGES 531 AND 532, IN THE TANEY COUNTY RECORDERS OFFICE, TANEY COUNTY, MISSOURI, A DISTANCE OF 407.63 FEET, TO THE NORTHWEST CORNER OF SAID AMENDED PLAT OF THE LODGES AT CHATEAU COVE, PHASE 4; THENCE S 42°10'06" W, ALONG THE WESTERLY LINE OF SAID AMENDED PLAT OF THE LODGES AT CHATEAU COVE, PHASE 4, A DISTANCE OF 79.61 FEET, TO A POINT ON THE SOUTH LINE OF THE SW1/4 OF THE NE1/4; THENCE N 88°14'17" W, ALONG SAID SOUTH LINE, A DISTANCE OF 125.21 FEET, TO THE POINT OF BEGINNING. TRACT CONTAINING 16.54 ACRES OF LAND, MORE OR LESS.