

== NOTICE OF MEETING ==

BOARD OF ALDERMEN

Regular Meeting – Tuesday, August 25, 2020 – 6:00 p.m.
Council Chambers – Branson City Hall – 110 W. Maddux

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION:

- **Jamie Rouch**

OATH OF OFFICE

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) **August 11, 2020 Special Meeting**
 - b) **August 11, 2020 Regular Meeting**
- 2) **Acknowledge Receipt of Minutes:**
 - a) **Planning Commission Regular Meeting of July 7, 2020**
 - b) **Advisory Park Board Meeting of July 21, 2020**
 - c) **Human Resources Committee Meeting of July 22, 2020**
- 3) **Final Reading of Bill No. 5843 establishing the Annual Levy of a property tax for General Revenue in the City of Branson, Missouri, a City of the Fourth Class.**
- 4) **Final Reading of Bill No. 5844 approving the renewal of the contract with ResourceX for access to Online Fiscal Health and Priority-Based Budgeting Computer Applications.**
- 5) **Final Reading of Bill No. 5845 amending Chapter 2 Section 354 and 355 of the Branson Municipal Code pertaining to Notice inviting bids and Bid opening procedure.**

- 6) **Final Reading of Bill No. 5846 approving the contract for the expenditure from the City's Tourism Tax Contingency Fund to the Branson Chamber of Commerce and Convention & Visitors Bureau and authorizing the Mayor to execute the contract.**
- 7) **Final Reading of Bill No. 5847 accepting the terms of an agreement with current member cities of the Tri-Lakes Regional Biosolids Coalition to form the Tri-Lakes Biosolids Joint Municipal Utility Commission and authorizing the Mayor to execute the contract.**
- 8) **Final Reading of Bill No. 5848 approving the Employee Wellness Plan for City of Branson Employees to complete in 2021 for tier determination for discounted medical insurance in 2022.**
- 9) **Final Reading of Bill No. 5849 amending Chapter 86 Section 123 of the Branson Municipal Code pertaining to Helmet requirement while operating a motorized bicycle.**
- 10) **Final Reading of Bill No. 5850 amending Chapter 58 Section 125 of the Branson Municipal Code pertaining to Prescriptions for methamphetamine precursor drugs.**
- 11) **Final Reading of Bill No. 5851 amending Chapter 78 Section 219 of the Branson Municipal Code pertaining to Sunset clause of small wireless facilities.**

REGULAR:

- 12) **Presentation on Second Quarter 2020 Financial Report.**
- 13) **Report on progress of Aquarium at the Boardwalk Tax Increment Financing District.**
- 14) **A Resolution authorizing the City to apply for Financial Assistance with the United States Department of Commerce - Economic Development Administration for a Grant to finance the Compton Wastewater Treatment Plant Flood Proofing Project.**
- 15) **A Resolution for the appointment of a representative and alternate to the Southwest Missouri Solid Waste Management District "N" Executive Board.**
- 16) **A Resolution for the appointment of a representative and alternate to the Southwest Missouri Solid Waste Management District "N" Council.**
- 17) **A Resolution approving a Special Event Permit for the Forrest Gump Challenge.**
- 18) **A Resolution approving a Special Event Permit for K-Life Run to the Lights.**
- 19) **First Reading of Bill No. 5852 approving a zoning change from Community Commercial (CC) to High Density Residential (HDR) for the property located at 340 Gretna Road.**
- 20) **First Reading of Bill No. 5853 approving the addendum to the contract with Enterprise Fleet Management pertaining to commercial automobile liability insurance for medium and heavy duty vehicles and authorizing the Mayor to execute the contract.**

- 21) **First Reading of Bill No. 5854 amending the adopted 2020 Budget for the City of Branson, to adjust monies for the Water Sewer Internal Service Fund.**
- 22) **First Reading of Bill No. 5855 accepting the proposal of Cimco Industrial, LLC to repair and seal the interior of the Cliff Drive Water Treatment Facility Clearwells and authorizing the Mayor to execute the contract.**

APPOINTMENTS:

- 23) **Appointments.**

REPORTS

ADJOURN INTO EXECUTIVE SESSION

Closed Executive Session pursuant to 610.021.1 RSMo for litigation.

ADJOURN

Where Values are the Difference
AUGUST: VOLUNTEERISM
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For more information please visit www.bransonmo.gov or contact:
Lisa Westfall, City Clerk, 417-337-8522

Posted: August 20, 2020
At: _____ By: _____

DRAFT

MINUTES

**SPECIAL MEETING OF THE BOARD OF ALDERMEN
CITY OF BRANSON, MISSOURI
August 11, 2020**

INTRODUCTORY

The Board of Aldermen of the City of Branson, Missouri, met in special meeting in the Council Chambers of the Branson City Hall on August 11, 2020, at 5:45 p.m. Mayor Akers called the meeting to order with the "Pledge of Allegiance," the Preamble of the Missouri Constitution and the invocation.

Mayor Akers presiding, Jamie Whiteis, Bob Simmons, Bill Skains, Larry Milton and Jeff Seay.
*Ward III Alderman is currently vacant.

APPOINTMENTS

Mayor Akers stated this appointment process is in accordance with the Board and Committee Appointments Procedure. Mayor Akers requested the following appointment be made for Category 1.

Category 1:

Julia King, Appointment of Ward 3, Board of Aldermen to fill the un-expired term of Kevin McConnell until the April 6, 2021 Municipal Election.

Mayor Akers asked for a motion to approve the appointment for Category 1. Alderman Milton so moved, seconded by Alderman Skains. Mayor Akers asked for any comments from the Board. Discussion. Voting aye: Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Motion carried. *Ward III Alderman is currently vacant.

ADJOURN

Mayor Akers asked for a motion to adjourn. Alderman Skains moved to adjourn, seconded by Alderman Whiteis. Voting aye: Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Motion carried. *Ward III Alderman is currently vacant. Meeting adjourned at 5:47 p.m.

E. Edd Akers
Mayor

Lisa Westfall
City Clerk

DRAFT

MINUTES

THE REGULAR MEETING OF THE
BOARD OF ALDERMEN
CITY OF BRANSON, MISSOURI
August 11, 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 August 11, 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 Lisa Westfall called roll: Mayor Akers presiding, Jamie Whiteis, Bob Simmons, Bill Skains, Larry Milton and Jeff Seay. *Ward III Alderman is currently vacant.

PUBLIC COMMENT

Mayor Akers read a statement regarding decorum and stated in order to give everyone a chance to speak tonight, I would like to ask that 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 speaker. Once public discussion has ended on an item and the Board starts their discussion, no additional comments will be taken from the audience. An Alderman does have the choice to bring someone back up to clarify or to ask a question. Please remember to speak into the mic, state your name and address for the record, and there is a five minute limit.

Doug Clark, 121 A Saint Andrews Street, Branson, Missouri, said he'd like to reiterate a couple of things and expressed his concerns over what's going on with the COVID-19 disease, masks and tests as there's a lot of information that doesn't add up. His main concerns are with the organizations passing rules onto everybody in this country that are not elected individuals, not even at the international scale. Such organizations include the World Health Organization (WHO) and the infectious disease division of the Centers for Disease Control and Prevention (CDC). He continued, a gentleman everybody should do a little research on is Brock Chisholm, the first director of the World Health Organization. Mr. Clark mentioned this is worrisome to him and makes him wonder why the United States is getting a health system directed by people outside the normal parameters of its government. He explained there are a couple of things Mr. Chisholm said that ought to make people sit up and take notice; he said to achieve a world government it's necessary to remove from the minds of men their individualism, loyalty to family traditions, National patriotism and religious dogmas. Mr. Chisholm also said a psychological distortion that can be found in every civilization and the only psychological force capable of producing these perversions is morality; the concept of right and wrong. The reinterpretation and eventual eradication of the concept of right and wrong are the belated objectives of nearly all of psychotherapy. Mr. Clark explained this is important because we are letting a group of psychologists and psychiatrists with the WHO's basic philosophy, psychologically manipulate people in order to change our form of government. He further explained, it's not only that organization, but also the environmental policy of the United Nations which can be seen locally in Branson's Community Plan 2030 and in the school system. He pointed out the same kind of thinking behind all of this medical stuff is primarily the same as the educational structure of the United Nations Educational, Scientific

and Cultural Organization (UNESCO). He explained it basically wants to eliminate God as our moral structure, because this country was formed on the belief that people's rights have been granted by God. There are a lot of things they're doing to manipulate everybody into this emergency such as the main statistical college being used that originally said there would be 5.5 million deaths. Mr. Clark commented the Imperial College in England and a Fortran programming system came up with the numbers that have been wrong on every disease they've been involved with the forecasting and modeling. This is what our system is using to make people believe there is a crisis here; along with John Hopkins University that's been saying there's been 1,000 deaths per day in the country. Mr. Clark explained, this is coming from their own records, but there's actually about 550 deaths a day currently and when looking at the normal statistics on deaths, this is not very far off from a normal flu season and a review of the statistics indicates even less deaths than previous years. Mr. Clark explained everything comes out of the WHO, goes to the CDC and the people making the tests and vaccines; all of them are in it for the money which is his problem with it. He believes this is something people should want to check into as people are overlooking the research that needs to be done before adopting any kind of a plan coming from the federal government or any of these other organizations.

CONSENT AGENDA

Mayor Akers asked if there were any citizens who had any items they wished to have removed from the Consent Agenda for further discussion. Hearing none, Mayor Akers asked if any member of the Board had any items they wished to have removed from the Consent Agenda. Alderman Milton requested Item Number 5 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) July 16, 2020 Special Meeting
- b) July 28, 2020 Special Meeting
- c) July 28, 2020 Regular Meeting

Acknowledge Receipt of Minutes:

- a) Budget and Finance and Capital Improvement Committee joint meeting of June 25, 2020
- b) Budget and Finance and Capital Improvement Committee joint meeting of July 10, 2020

BILL NO. 5838
Ord. No. 2020-0082

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.

Final Reading of Bill No. 5838, 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 was read by title by City Clerk Lisa Westfall. Voting aye: Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Motion carried. *Ward III Alderman is currently vacant. Ordinance No. 2020-0082 was duly enacted.

BILL NO. 5839
Ord. No. 2020-0083

Amending Chapter 94 of the Branson Municipal Code pertaining to Zoning.

Final Reading of Bill No. 5839, an ordinance amending Chapter 94 of the Branson Municipal Code pertaining to Zoning was read by title by City Clerk Lisa Westfall. Voting aye: Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Motion carried. *Ward III Alderman is currently vacant. Ordinance No. 2020-0083 was duly enacted.

BILL NO. 5841
Ord. No. 2020-0085

Approving High Density Residential (HDR) Zoning for the property located at 135 Lake Front Drive, Branson, Missouri.

Final Reading of Bill No. 5841, an ordinance approving High Density Residential (HDR) Zoning for the property located at 135 Lake Front Drive, Branson, Missouri was read by title by City Clerk Lisa Westfall. Voting aye: Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Motion carried. *Ward III Alderman is currently vacant. Ordinance No. 2020-0085 was duly enacted.

BILL NO. 5842
Ord. No. 2020-0086

Approving High Density Residential (HDR) Zoning for the property located at 150 Gunner Hill Lane, Branson, Missouri.

Final Reading of Bill No. 5842, an ordinance approving High Density Residential (HDR) Zoning for the property located at 150 Gunner Hill Lane, Branson, Missouri was read by title by City Clerk Lisa Westfall. Voting aye: Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Motion carried. *Ward III Alderman is currently vacant. Ordinance No. 2020-0086 was duly enacted.

Mayor Akers opened the floor for a motion to approve all items on the Consent Agenda as amended. Alderman Skains so moved, seconded by Alderman Milton. Voting aye: Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Motion carried. *Ward III Alderman is currently vacant.

REGULAR AGENDA

BILL NO. 5840
Ord. No. 2020-0084

Approving Medium Density Residential (MDR) and Neighborhood Commercial (NC) Zoning for the properties located at 3855 Fall Creek Road, Branson, Missouri.

Final Reading of Bill No. 5840, an ordinance approving Medium Density Residential (MDR) and Neighborhood Commercial (NC) Zoning for the properties located at 3855 Fall Creek Road, Branson, Missouri 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. 5840. Alderman Skains so moved, seconded by Alderman Milton. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter.

Richard Schott, 400 Loganberry Road, Branson, Missouri, introduced himself as a past President of the Country Bluff Estates Property Owners Association and said he has several things to discuss. He mentioned speaking to a County representative today about his concerns with the road and the number of vehicles. He asked the Board if they knew how many vehicles go down Fall Creek Road and reported it's 6,196 vehicles a day and almost 38,000 vehicles that was logged in a 6-day period. He reported Bee Creek road was the only other road in the County with more traffic by a couple of hundred cars a day. He questioned the Board about the number of units being put on the property and mentioned the County was told by Mr. Ruda there were 250 units going on the property. Mr. Schott commented this is different from

what Planning and Development Director Joel Hornickel said the other evening, but with 250 units that would be an additional 1,400 cars on that road any given day. Mr. Schott continued, this only includes the units that are being built and if commercial is added it will depend on the kind of commercial Mr. Ruda decides to put there. For example, if a Dollar Tree, Dollar General or McDonald's is built on the property, he estimated there would be an additional 1,500 cars based on the numbers. His concern and the County's concern from his discussion today was the road cannot handle a 40% to 45% increase over and above what it currently has today. He reported there has been many accidents on the road because there are no shoulders and there are rock ditches in most cases. He believes the road has to be widened from 76 to the other side due to the considerable amount of cars from Mr. Ruda's property and add a Dollar General and traffic from the additional people living south of Hwy 76 shopping there. Mr. Schott expressed his other concern is over the development's road and he mentioned being told by the City's past City Administrator about five years ago, the reason the City didn't pave the development's road all the way to the end was because the City limits end there. He continued, it's okay to take over the development's road as an egress ingress for Mr. Ruda's commercial property, but it's not okay for anybody to drive up the road to the west side that he plans on developing for his high-end units looking over the lake. He reported this is exactly what's going to happen if he's given the road and stated this will not get a two-thirds vote from Country Bluff Estates for approval. Mr. Schott restated, the 1,400 cars was based on 250 units and if there's 500 units and another 1,400 cars on top of that, it doubles the number of vehicles up and down the road. He expressed his concerns about Fall Creek Road and the number of accidents there are currently. He stated he would like a guarantee from the City when the active plan is approved for this development, that it cannot be altered or changed after it's been approved by the Board; once it's in place, it has to be done as is and there are no more changes. He explained this needs to be done because Mr. Ruda will come back and ask the Board to change it because he's going to want more commercial property when he can't sell the units that he's trying to put on that property. Mr. Schott clarified people are not upset with the Board, but are upset with the fact they've been in the dark since day one. He recalled in August at a meeting with Country Bluff Estates, Mr. Ruda was there and people asked for a plan for the storm water. Now there is four to five times the amount of water flowing over his street, which is putting people in danger. It's starting to affect homes, foundations and trees; it's washing out trees and nothing has been done. Mr. Ruda has put some riff raff in there which was not part of the agreement. The agreement was to have a plan in place when it was annexed and it would be a holding pond, but now every time it rains two to two and a half inches of water is over the top of the development's road. He asked when the Board votes, it holds Mr. Ruda accountable to what he says his plan is going to be for the number of units and for the commercial property. He added, and please don't ask any more about taking the development's road. In response to the Board's questions and discussion, Mr. Schott clarified he understands zoning and doesn't have an issue with the zoning part of this. As he mentioned earlier, his concern is with the planning part which is going to come later. He asked City Attorney Chris Lebeck how soon the planning has to be completed and if there was a time limit. He expressed concerns over this dragging out for years and asked, if Mr. Ruda isn't able to sell certain housing type development, if in 10 years from now he'd want to add more commercial. He explained people are concerned about knowing exactly what's going to go on that land and if at some point in time Mr. Ruda might decide to make 50% of the neighborhood commercial. Mr. Schott clarified the point being whatever restaurants might go in, doesn't alleviate the fact that there will be many more people driving on that road and it's already almost impossible to get onto Fall Creek from this road. He would like the Board to guarantee the active plan cannot be altered once received and he hopes the Board will tell Mr. Ruda he either builds it the way he says he will build it or he doesn't build it at all. Mr. Schott expressed he doesn't want to see more commercial there. Discussion.

Cherry Webster, 118 Country Bluff Drive, Branson, Missouri, explained she lives on Lot 33 that butts up against Mr. Ruda's property and the vacant lot adjoining that belongs to her mother for whom she has Power of Attorney. She commented as a point of reference, the next vacant lot down is Lot 35, which includes the creek where the culvert overflows which is opposite the manhole where Mr. Ruda wants to connect to sewer. Ms. Webster stated she's here tonight to ask the Board to vote nay on this, because she doesn't have any confidence the Aldermen have a good plan of attack on how to get through the rest of this development process. She explained the reason is people have received notification only once of the resolution to annex the property. They never received notification on the resolution of support for low income housing or any notification on the resolution for cost-sharing. They got no notification for this bill on its first reading, so they keep getting blindsided. She recalled after the first reading of the resolution back in

February, she talked to Planning and Development Director Joel Hornickel on February 27th and she specifically asked him what the next step would be after the property is annexed. He said the next step would be zoning and it would go through the Planning Commission and all property owners within 175 feet would be notified. Ms. Webster mentioned she kept monitoring the Planning Commission agenda to see when it would be coming up and then boom, the resolution for cost-sharing comes before the Board. She commented, then we go to this bill and people got no notification and again were blindsided and is why nobody was here last time. She questioned if Staff doesn't know what's going on, how can people feel confident the Board knows what's going on. She reported the day after the first reading of the resolution to annex, the next morning Mr. Ruda had backhoes and bulldozers out there plowing down every tree and he ran them for the next fourteen days straight. She recalled the hearing came up for its second reading and Mr. Ruda asked for a delay. She asked why this was and inquired if the City has an ordinance that people can't burn 42 acres of trees inside City limits, because that's what he did for the next six to eight weeks. She doesn't know if the Board was snookered and inquired about the resolution for cost-sharing and what is going on with that. She explained Mr. Ruda wants the City to pay to put in the sewer and the water and he wants the City to take on the zoning that's fourteen years old. Ms. Webster reported there are nine houses that abut against Mr. Ruda's property and nine houses across the street that would fall within the 175 foot boundary of notification. Of those 18 households, one on the west side was there in 2006 when the County had hearings and two on the other side, one of which hasn't lived in the subdivision for three or four years as he rents the property out. She explained, so there are 15 households next to his property that haven't had anything to say because the City doesn't notify anybody; it's denied people zoning hearings. As far as she's concerned, tonight is a zoning hearing and there's a lot to consider. She understands in 2008 why the site plan needed reinstated because the economy was tanking and it would make sense to renew it for another cycle or two. She added, but to renew it in perpetuity and now we're looking at it again fourteen years later, that's not reasonable. Ms. Webster said she would think the City Attorney ought to be able to come up with something to counteract that and she disagreed with his characterization that this is merely zoning. She questioned what Alderman Whiteis meant by saying he was going to vote yes tonight because then it's going to be in the City. She feels Staff doesn't seem to know some of the things the Board might know. She expressed appreciation for Aldermen hearing POA members' concerns, but she feels they were blindsided about settling the issue of the entrance road. She recalled questioning Planning and Development Director Joel Hornickel about the ulterior motive, but was informed it was about wanting to clean everything up. She mentioned later learning Mr. Ruda wanted to sue the City for servicing a private road. She asked why Mr. Hornickel didn't tell people that and said maybe he didn't know. She asked if the Board knew and expressed concerns for people not receiving notification or any information. She asked why the resolution of annexation didn't come up during the two hearings on the annexation as she doesn't recall hearing anything about it. Ms. Webster doesn't know if the Board is just getting snookered step-by-step in the process, or if it's in on the deal from the beginning. She asked the Aldermen if they knew what was going on but are just not telling people, because they come across as being either incompetent or crooked. She hopes they are none of them and feels they need to hear people's voices. Ms. Webster commented there are several issues coming up that she doesn't know if the Board's made a decision on or where it stands. She asked where it stands on the entrance road and if it's going to allow Mr. Ruda to have access to Country Bluff Drive so he gets an extra access onto Fall Creek Road. As Mr. Schott said with regards to the danger and high volume on the road, there needs to be a turn lane or a deceleration lane requiring another lane width of land, because right now there's a drainage ditch on either side. She asked where the City would get this land and inquired if the City has asked Mr. Ruda to offer up a lane width of land along his frontage on that road. She thinks that's something the Board ought to consider in the zoning process. She agreed with Mr. Schott's comments about it being a dangerous road and reported there are three death memorials at Frank Rea Boulevard near Cooper Creek and another one right beside Mr. Ruda's grand gates. She suggested rumble strips down the center yellow line and some down the white lines on the side of the road. She asked where the Aldermen stand on granting access from the Ruda parcel onto Country Bluff Drive, because residents don't want it since there's way too many vehicles coming in and out of their subdivision as it is. In terms of the zoning that was in the County and the zoning proposed now, it's her understanding 14 years ago Mr. Ruda was proposing a Worldmark-like development which would be condos that are overnight rentals. What's being asked for now is neighborhood commercial; townhouses for government-subsidized, low-income housing. He's asking for single-family detached homes on 4,000 square foot lots which is a whole different product line and the City hasn't held zoning hearings on that product line. She doesn't really understand what the City's control process is, because right now with the

storm water runoff, what she's getting from the Utilities Department is they're only concerned about sediment control. They're not concerned about water control and as it was explained to her, the ponds and gravel dams that are out there now are sediment control and storm water management won't come in until the whole project is developed. She explained water control is needed now, not later. The water retention pond Mr. Ruda has planned by the townhouses will capture water at the top of that hill, but on the other side of the sediment pond there's another hill where the water runs down and she doesn't see him doing anything there. She feels the Board hasn't seen these plans because Mr. Ruda doesn't want it to see them and she expressed her concerns the Board needs to be more proactive and strategic with this development project. She expressed her lack of confidence in the Board and the process because it seems like Staff doesn't know what the Aldermen know and the people don't know anything. Ms. Webster explained people don't know anything unless they make phone calls because the City doesn't notify them and she asked if they would be notified when the permitting comes in. She commented, Mr. Ruda wants the City to pay for the permitting fees and to connect to sewer and she asked when people get to voice their concerns on those issues, if not tonight. She inquired if it would be public hearings at the Board of Aldermen meeting or the Planning Commission; would people be notified or would they have to keep proactively looking at the agendas for both the Planning Commission and Board of Aldermen meetings to see when they might be surprised next. Ms. Webster pointed out people weren't notified about this bill or the resolution for cost-sharing. She's not sure the City should accept the zoning from the County when Mr. Ruda was proposing overnight condos, but now he's proposing something entirely different. It's a whole different dynamic when there are households with children living there year-round along with overnight condos that leave after a week or two. In response to the Board's questions and discussion, Ms. Webster asked for clarification on when the public would be able to comment. She heard Alderman Milton say people would be able to comment in Planning and Zoning, but she thought she heard City Attorney Chris Lebeck explain there are portions people don't get notified on except when the subdivision plan comes up. Before the subdivision starts coming up, she has a real concern about the sewer connection and she asked when she gets to talk about that. She reported there's a big issue about how Mr. Ruda and the City is going to handle easements to connect the sewer, because he's going to have to come through her property; either lot 33, 34 or 35. She mentioned Utilities Director Mike Ray had explained to her that because they want to do gravity flow, the deeper it goes, the wider the easement and he recommended 20 foot-wide easements. She explained the plats in her subdivision only have five feet on either side of the property line for 10 feet. Mr. Ruda's engineers already contacted her about granting an extra 15 feet on lot 34 and five feet on lot 33 which is going to come right down the middle of her lawn. She reported Utilities Director Mike Ray said the best spot is for him to go right down lot 35. Ms. Webster stated Mr. Ruda has asked the Board to put in the sewer connections for him and she asked who is going to take the responsibility of negotiating easements; Mr. Ruda or the City. She mentioned Mr. Ray informed her another option would be to build a pump station that would pump up the hill into a facility or cross another property to tap into The Woodlands' pump station. She asked if Utilities Director Mike Ray's recommendation of 20 feet would be abided by or if the Board would override him, let Mr. Ruda go with 10 feet and pick whatever lot line he wants to go through. She asked if the City's going to condemn her property so it can get its 20 foot easement. Ms. Webster asked when she gets to talk about this, because it doesn't sound like subdivision Planning and Zoning hearings and if people would be notified. Discussion.

Mayor Akers asked for comments from the Board. Discussion. Voting aye: Whiteis, Simmons, Skains and Seay. Nays: Milton. Motion carried. *Ward III Alderman is currently vacant. Ordinance No. 2020-0084 was duly enacted.

BILL NO. 5843

Establishing the Annual Levy of a property tax for General Revenue in the City of Branson, Missouri, a City of the Fourth Class.

Public Hearing and First Reading of Bill No. 5843, an ordinance establishing the Annual Levy of a property tax for General Revenue in the City of Branson, Missouri, a City of the Fourth Class was read by title by City Clerk Lisa Westfall. Mayor Akers opened the public hearing and a staff report was provided by Finance Director Jamie Rouch. Mayor Akers asked for anyone in the audience wishing to speak in favor of or opposing this matter. Hearing none, Mayor Akers asked for any comments from the Board. Discussion.

Mayor Akers closed the public hearing and asked for a motion approving the first reading of Bill No. 5843. Alderman Whiteis 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. No discussion. Voting aye: Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. *Ward III Alderman is currently vacant.

BILL NO. 5844

Approving the renewal of the contract with ResourceX for access to Online Fiscal Health and Priority-Based Budgeting Computer Applications.

First Reading of Bill No. 5844, an ordinance approving the renewal of the contract with ResourceX for access to Online Fiscal Health and Priority-Based Budgeting Computer Applications 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. 5844. Alderman Skains so moved, seconded by Alderman Milton. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: Whiteis, Simmons, Skains, Milton and Seay. Nays: None. Motion carried. *Ward III Alderman is currently vacant.

BILL NO. 5845

Amending Chapter 2 Section 354 and 355 of the Branson Municipal Code pertaining to notice inviting bids and bid opening procedure.

First Reading of Bill No. 5845, an ordinance amending Chapter 2 Section 354 and 355 of the Branson Municipal Code pertaining to notice inviting bids and bid opening procedure was read by title by City Clerk Lisa Westfall and a staff report was provided by Finance Director Jamie Rouch. Mayor Akers asked for a motion approving Bill No. 5845. Alderman Whiteis 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. Motion carried. *Ward III Alderman is currently vacant.

BILL NO. 5846

Approving the contract for the expenditure from the City's Tourism Tax Contingency Fund to the Branson Chamber of Commerce and Convention & Visitors Bureau.

First Reading of Bill No. 5846, an ordinance approving the contract for the expenditure from the City's Tourism Tax Contingency Fund to the Branson Chamber of Commerce and Convention & Visitors Bureau 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 and Rachel Wood of the Convention & Visitors Bureau. Mayor Akers asked for a motion approving Bill No. 5846. Alderman Skains so moved, seconded by Alderman Seay. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter.

Randy Brashers, 196 Barnes Lane, Branson, Missouri, said looking at funding and how that works, it typically uses the City and they work hand-in-hand together. The Tourism Community Enhancement District (TCED) picks up a lot of extra expenses and this is more of a research-based funding that can be used as opposed to a marketing tool. If it uses it for research, then it can maybe use that to provide marketing information to move forward. He explained, typically the research is provided through the City and the funding dollars the City has. Mr. Brashers stated the data would be shared within the community, so it would be fully shared with everyone. In response to the Board's questions and discussion, Mr. Brashers explained the Marketing Oversight Committee (MOC) has been established and the first meeting is two weeks from Thursday. He explained it went through the District Marketing Council (DMC), which is now the

MOC, and through the TCED and in the current situation this is an incredible use of marketing dollars. He commented about what happens if it does pull up another \$400,000 marketing plan for the fall and that \$1.8 million dollars was spent in late February, early March and then everything got shut down. He asked what if that happens again and mentioned there are some funds running about 55% right now which he thinks is an incredible testament to the City, economy and country. He believes this is an incredible use of dollars, because people do have some expendable cash that they could use and scale it to whatever they want. He added, pound for pound this is the most effective thing that can be done in the short-term that helps the whole community. Discussion.

Mayor Akers asked for comments from the Board. Discussion. Voting aye: Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Motion carried. *Ward III Alderman is currently vacant.

BILL NO. 5847

Accepting the terms of an agreement with current member cities of the Tri-Lakes Regional Biosolids Coalition to form the Tri-Lakes Biosolids Joint Municipal Utility Commission.

First Reading of Bill No. 5847, an ordinance accepting the terms of an agreement with current member cities of the Tri-Lakes Regional Biosolids Coalition to form the Tri-Lakes Biosolids Joint Municipal Utility Commission 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. 5847. Alderman Skains 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, Milton and Seay. Nays: none. Motion carried. *Ward III Alderman is currently vacant.

BILL NO. 5848

Approving the Employee Wellness Plan for City of Branson Employees to complete in 2021 for tier determination for discounted medical insurance in 2022.

First Reading of Bill No. 5848, an ordinance approving the Employee Wellness Plan for City of Branson Employees to complete in 2021 for tier determination for discounted medical insurance in 2022 was read by title by City Clerk Lisa Westfall and a staff report was presented by Human Resources Director Jan Fischer. Mayor Akers asked for a motion approving Bill No. 5848. Alderman Milton 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. Motion carried. *Ward III Alderman is currently vacant.

BILL NO. 5849

Amending Chapter 86 Section 123 of the Branson Municipal Code pertaining to Helmet requirement while operating a motorized bicycle.

First Reading of Bill No. 5849, an ordinance amending Chapter 86 Section 123 of the Branson Municipal Code pertaining to Helmet requirement while operating a motorized bicycle 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. 5849. Alderman Skains so moved, seconded by Alderman Milton. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Motion carried. *Ward III Alderman is currently vacant.

BILL NO. 5850

Amending Chapter 58 Section 125 of the Branson Municipal Code pertaining to Prescriptions for methamphetamine precursor drugs.

First Reading of Bill No. 5850, an ordinance amending Chapter 58 Section 125 of the Branson Municipal Code pertaining to Prescriptions for methamphetamine precursor drugs 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. 5850. 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. Motion carried. *Ward III Alderman is currently vacant.

BILL NO. 5851

Amending Chapter 78 Section 219 of the Branson Municipal Code pertaining to Sunset clause of small wireless facilities.

First Reading of Bill No. 5851, an ordinance amending Chapter 78 Section 219 of the Branson Municipal Code pertaining to Sunset clause of small wireless facilities 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. 5851. Alderman Milton 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. Motion carried. *Ward III Alderman is currently vacant.

DISBURSEMENTS

Mayor Akers stated the next item is the review of disbursements [(July 2, 2020 through July 29, 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 July 2, 2020 through July 29, 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. Motion carried. *Ward III Alderman is currently vacant.

MAYOR/ALDERMEN/ADMINISTRATOR'S REPORTS

Alderman Whiteis welcomed Julia King to Ward III and he looks forward to working with her at the next meeting.

Alderman Skains echoed Alderman Whiteis' comments and thanked Julia King for agreeing to serve on the Board. He mentioned many times people are asked to serve, but they turn it down or are not willing to participate because of the time it takes. He informed her she will be dealing with a great bunch of people and Staff that she can always rely on and he expressed his appreciation for her willingness to serve.

Alderman Milton welcomed Julia King to the Board. He asked if Staff could look into Suddenlink and explained he's personally had problems with it at work and at home and he's heard others are having similar issues. He inquired about the City's contract with Suddenlink, if it has exclusive rights and mentioned they've sold Altice and the service is terrible. Alderman Milton explained he didn't know if the contract was coming up and if there was something the City could do to ask them to do a little more and he requested some information on this.

Alderman Seay mentioned he and Alderman Whiteis spent some time with Julia King and he thinks she's going to fit in really well and he welcomed her aboard.

Mayor Akers thanked everyone for staying tonight and expressed his appreciation for the work the City's doing. He mentioned the two new Aldermen have sat through a lot of training hours as the Missouri Municipal League (MML) offered programs regarding Sunshine Law, legal issues and other discussions pertaining to Fourth Class cities. He appreciates the time they've spent trying to understand more about this job which is a hard job. Each ward has two representatives and Julia King fills the Ward III position. He appreciates her coming on and mentioned she lives in the Pointe Royale and Country Bluff Area which is trying to resolve some issues and make sure they stay on the forefront. He encouraged her to seek answers to any questions she may have with City Staff who work hard for the City, are public servants and do a great job. He mentioned results about face coverings will be coming soon and reported it takes 14 days for someone to get through the period and a few more days to get some records. He mentioned hearing positive things from other places that have gone to masks and face coverings with reductions in the number of positive cases. Mayor Akers reported Taney County has had over 600 positive cases which is quite a change from two months ago. He explained the process is to try and slow the virus down and he encouraged everyone to get behind it and focus on helping people see that they're helping us. Mayor Akers mentioned going somewhere and people thanked him for wearing a face covering because he was protecting them and he likewise thanked them back. He feels there's been a lot of positive things come from it and there will be more data in the next week or so showing a large number of people now coming to Branson because of the ordinance that's in place.

ADJOURN

Mayor Akers asked for a motion to adjourn. Alderman Milton so moved, seconded by Alderman Skains. Voting aye: Whiteis, Simmons, Skains, Milton and Seay. Nays: none. Motion carried. *Ward III Alderman is currently vacant. Meeting adjourned at 8:20 p.m.

E. Edd Akers
Mayor

Lisa Westfall
City Clerk

**PLANNING COMMISSION
REGULAR MEETING**

July 7, 2020
7:00 PM
Council Chambers

CALL TO ORDER

ROLL CALL

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

Commissioners Absent: Commissioners Richards

Staff Present: Joel Hornickel Planning & Development Director
Chris Lebeck City Attorney
Randy Fogle Division Fire Chief of Technical Services
Tara Norback Utilities Plan Reviewer

PUBLIC COMMENTS

None.

REGULAR AGENDA ITEMS

1. Approve Minutes

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

MOTION:

Motion by Commissioner Loyd and seconded by Commissioner Davis to approve the May 5, 2020 and June 2, 2020 minutes as presented by staff. Motion unanimously carried.

2. Election for Chairperson and Vice-Chairperson.

- a) Chairperson.
Nomination(s): Clark Harris
Clark Harris was elected to remain Chairperson with nine votes.

b) Vice-chairperson.

Nomination(s): Bob Nichols and Rick Davis

Rick Davis was elected as Vice-Chairperson with seven votes, Bob Nichols received two votes.

OLD BUSINESS

- 3. Request for High Density Residential (HDR) Zoning for the Property Located at 135 Lake Front Drive, Branson, Missouri.
Project No. ZO20-3 (20-000003)
Owner/Applicant: Cabana Homes, LLC/Darrell Hanson**

Speakers: None

MOTION:

Motion by Commissioner Romine and seconded by Commissioner Howden to approve Resolution ZO20-3 as presented.

AYES: Commissioners Davis, Howden, Loyd, Nichols, O'Day, Romine, Seay, Vice-Chairperson Pinkley and Chairperson Harris
NOES: None
ABSTAIN: None
ABSENT: Commissioner Richards

Motion to approve Resolution ZO20-3 carried with a 9-0 vote.

- 4. Request for a Special Use Permit to Allow a Telecommunications Tower within the Property Located at 1972 State Highway 165, Branson, Missouri.
Project No. SU20-4 (20-000004)
Owner/Applicant: Champagne 165 Properties, LLC/Telecom Realty Consultants, LLC**

Speakers: Mr. Paul Wrablica

MOTION:

Motion by Commissioner Nichols and seconded by Commissioner Howden to approve Resolution SU20-41 as presented.

AYES: Commissioners Davis, Howden, Loyd, Nichols, O'Day, Romine, Seay, Vice-Chairperson Pinkley and Chairperson Harris
NOES: None
ABSTAIN: None
ABSENT: Commissioner Richards

Motion to approve Resolution SU20-4 carried with a 9-0 vote.

**5. Request for Municipal Code Amendments to Chapter 94 - Zoning.
Project No. 20-12.1 (20-01200001)
Initiating Department: Planning & Development**

MOTION:

Motion by Commissioner Davis and seconded by Commissioner Romine to approve Resolution 20-12.1 as presented.

AYES: Commissioners Davis, Howden, Loyd, Nichols, O'Day, Romine, Seay, Vice-Chairperson Pinkley and Chairperson Harris
NOES: None
ABSTAIN: None
ABSENT: Commissioner Richards

Motion to approve Resolution 20-12.1 carried with a 9-0 vote.

PUBLIC HEARING AGENDA ITEMS

**6. Request to Amend the Special Use Permit to Operate a Restaurant with a Drive-Thru within the Property Located at 1715 West 76 Country Boulevard, Branson, Missouri.
Project No. SU20-5 (SU20-000005)
Owner/Applicant: JHW Trust/Todd Chandler**

Speakers: Mr. Todd Chandler and Mr. Chris Richard

MOTION:

Motion by Commissioner Loyd and seconded by Commissioner Seay to approve Resolution SU20-5 as presented.

AYES: Commissioners Davis, Howden, Loyd, Nichols, O'Day, Romine, Seay, Vice-Chairperson Pinkley and Chairperson Harris
NOES: None
ABSTAIN: None
ABSENT: Commissioner Richards

Motion to approve Resolution SU20-5 carried with a 9-0 vote.

- 7. Request for a Special Use Permit to Operate a Campground and Vehicle Park within the Property Located at 2527 State Highway 248, Branson, Missouri.
Project No. SU20-6 (SU20-000006)
Owner/Applicant: US Flanson Cultural Entertainment, LLC/Michael Mairot**

Speakers: Mr. John Manning and Mr. Mike Rairot

MOTION:

Motion by Commissioner Howden and seconded by Commissioner Nichols to approve Resolution SU20-6 as presented.

AYES: Commissioners Howden and Nichols
NOES: Commissioners Davis, Loyd, O'Day, Romine, Seay, Vice-Chairperson Pinkley and Chairperson Harris
ABSTAIN: None
ABSENT: Commissioner Richards

Motion to approve Resolution SU20-6 failed with a 2-7 vote.

- 8. Request for High Density Residential (HDR) Zoning for the Property Located at 150 Gunner Hill Lane, Branson, Missouri.
Project No. ZO20-2 (ZO20-000002)
Owner/Applicant: Table Rock at Branson, Inc/Todd Chandler**

Speakers: None

MOTION:

Motion by Commissioner Seay and seconded by Commissioner Romine to approve Resolution ZO20-2 as presented.

AYES: Commissioners Davis, Howden, Loyd, Nichols, O'Day, Romine, Seay, Vice-Chairperson Pinkley and Chairperson Harris
NOES: None
ABSTAIN: None
ABSENT: Commissioner Richards

Motion to approve Resolution ZO20-2 carried with a 9-0 vote.

COMMISSIONER & STAFF REPORTS

Mr. Hornickel stated they would be conducting interviews for the open Planner position the following week.

ADJOURN

Motion by Commissioner Nichols, seconded by Commissioner Davis, and unanimously carried to adjourn the meeting at 8:52 PM.



Clark Harris, Chairperson

8-7-2020

Date



Joel Hornickel, Planning & Development Director

8/7/2020

Date

BRANSON ADVISORY PARK BOARD

REGULAR MEETING

July 21, 2020

5:15pm

Branson RecPlex

CALL TO ORDER

ROLL CALL

Board Members Present: Candy Sullinger, Andrew Brown, Clark Harrison, Scott Wuest, Scott

McCaulley, David Parrish, Mica Farley, Julie Wolfe

Board Members Absent: Jamie Whiteis, Jennifer Holder

Staff Present: Cindy Shook, Parks & Recreation Director
Jason Reinsch, Assistant Director
Amy Jackson, Landscape Specialist

Guest: Cindy Garner

REGULAR AGENDA ITEMS

1. Approve Minutes

June 16, 2020 Regular Meeting

MOTION:

Motion made by Scott McCaulley and seconded by Andrew Brown to approve the June 16, 2020 minutes as presented. Motion unanimously carried.

2. Tree City USA Presentation

Cindy Garner, Community Forester with the Missouri Department of Conversation, presented the Tree City USA award to the City of Branson. Cindy explained that the National Arbor Day Foundation oversees the Tree City USA Program nationally and the Department of Conversation oversees it for the state and she oversees it for the southwest Missouri region. She shared with the board that Branson is the second longest running Tree City USA designation in her division. Cindy then explained that in order to receive the distinction the city must do the following:

- 1. Tree Board or Department to manage the trees on public properties.
- 2. Must have an ordinance recognizing the importance of trees.
- 3. A community forestry program with an annual budget of at least \$2.00 per capita (based on the last

census)

4. Must have an Arbor Day Event. This was waived this year.

Cindy indicated that out of over a thousand cities in the state, only 110 participate in the Tree City USA program, and Branson has been a Tree City USA designee since 1995.

Landscape Specialist, Amy Jackson, added that Cindy Garner had been a mentor to her and thanked her for all her work, noting that Cindy is retiring soon. Amy shared that our total community forestry expenditures were \$39,098 for 2019, including 125 trees pruned, six trees planted for memorials, seventy trees removed for a variety of reasons, 316 volunteer hours.

3. Review of Financial Report

Cindy Shook presented the financial report, highlighting the impact that COVID 19 has had, noting that concession revenue is down more than \$40,000. Cindy stated that she was hopeful that some areas are starting to come back. Cindy reminded the board that the City of Branson has recently started requiring masks to be worn inside city buildings, and she felt like that had been a positive thing for the RecPlex. Cindy stated that tournaments are continuing to come back and that was reflected in the financials.

Cindy stated that while some programs have been canceled, notably Day Camp and swim team, other programs have been modified to continue operating. She stated that youth baseball got off to a late start, but they were able to retain about 60% of the teams compared to last year. Modifications were made to mitigate the size of crowds and to allow for social distancing.

Jason discussed the pool and while revenues are down, expenses and revenues are tracking as planned, and she hoped that trend would continue.

Mica noted an increase in revenue in tennis and asked what had changed. Jason stated that pickleball is also included in the tennis cost center and that we had seen a big increase in that area.

Scott McCaulley stated it he felt like the report still reflected a pretty good balance of revenue of expenses and that he was impressed that we were able to keep things running as smoothly as possible.

Julie Wolfe added that it's been a hard year for everyone and we will survive, adding that the Park's Department had done a great job.

4. Budget Update

Cindy gave the board an update on the budget, stating that she is scheduled for a budget meeting with the Finance Director and City Administrator in the next two weeks. She indicated that during the COVID shut down, an updated budget was prepared to revise expenditures and revenues based on limited programs. Cindy stated that she wasn't sure how the budget would be impacted long term, but they would be getting direction and she fully expected to continue to operate in a lean way. Cindy then went on to discuss the capital budget review and the scoring process related to priority based budgeting. Lastly, Cindy reported that a plan had been developed that would phase in fee increases over the next

few years that would offset mandated minimum wage increases to \$12.00 in 2023. Cindy indicated that she will be bringing those fees in the board in the next couple of months.

5. Program Update

Jason followed up with the board on current programming, starting with baseball and softball. Jason stated that they were starting to wrap up the youth baseball and softball league, ending about four weeks later than usual. Jason stated that a great deal of thought, time and effort went into developing modifications for safety practices. Jason added that new Recreation Specialist, 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 reminded the board that they had decided not to offer the summer day camp due to COVID issues, but they had been able to offer one day fun day camps every Wednesday with small group activities and limited occupancy.

Jason stated that the traditional swim team was not offered this summer, rather a smaller swim training program was offered in its place, led by Branson Waves Swim Team coach Logan Taylor.

Jason concluded by commenting that although it has been difficult, the department was pleased that they were still able to offer programs for the public to enjoy. Lastly, Jason stated that Cindy's leadership throughout the whole process had been extremely crucial and her decisiveness in making decisions had been critical and he was happy to have been a part of it.

6. Upcoming Programs & Events

Cindy shared plans that the park staff had been working on that address an uncertain future as related to COVID. She added that they are basically developing a plan A, B and C, depending on the changing circumstances. All programs will have modifications and will be designed to minimize crowds. The soccer program will be spread out to multiple locations. The biggest changes will be seen in youth basketball, where the girls and boys seasons will be divided. Games will be spaced out to mitigate crowds in the gym on Saturdays. Detailed plans are being developed to improve their virtual programming if fall sports cannot be offered. Cindy then asked the board their observations and perceptions.

Scott McCaulley stated it sounded like the department already had a good handle on things. Scott added that while not all the effects of this were known, it sounded like the park staff was working hard to anticipate future challenges.

Clark Harris agreed that Cindy and Jason had really "taken the bull by the horns" and gotten ahead of the game. Clark went on to say compliment the city administration and city staff, who were all trying to do the right thing, and concluded by saying that the planning had been really good.

Mica Farley added that as a parent she really appreciated how baseball and softball was handled. She stated that for her kids, having something that was a little normal was great. Mica went on to say she loved the idea of the modifications for basketball, and concluded by saying that her family appreciated the occupancy limits and other pool modifications this summer.

David Parrish stated that while his kids had not been participating in sports this summer, they had been curious to see how things developed. He stated he was happy to see how the department was proactively planning and it was nice to see there was a lot of thought being put into decisions.

Scott Wuest stated that he echoed the sentiments of the board and was very supportive of the changes and appreciates the hard work that is being done. He went on to ask about the CARES Act that was discussed at the last park board meeting and if there was an update.

Cindy stated she had received a call from Finance Director Jamie Rouch, who stated that a comprehensive list had been submitted to the county. The list includes reimbursement for safety supplies that had been purchased, as well as future consideration of purchases for equipment to assist with sanitizing efforts. Cindy added that it was her understanding that the County Commissioners will be deciding on the distributions of the funds.

Scott Wuest then went on to report that he was recently walking at Stockstill Park and found that water faucets that were all dysfunctional, ultimately finding water at the tennis courts.

Scott McCaulley added that he and his wife were recently at Roark Creek and it was pretty busy. He added that he was a regular walker at Stockstill Park and that there hadn't been a day that the park and the creek hasn't been packed, except for bad weather.

7. Member's Reports

Andrew Brown shared that he had been at the pool lately and he had wondered if they had received any blow back from the recent releases that there had been exposures at the RecPlex.

Cindy responded that she had indeed been contacted by Taney County Health Department, through contact tracing, that there had been two separate points of contact. She indicated that information is included in the Taney Country Health Department news releases, and that she was not aware of any calls or inquires.

Andrew asked if they had thought about, for the basketball tournaments, doing temperature checks, or would that be too intrusive. Cindy responded that she had instituted temperature checks for basketball tournaments since the first event in late June. Andrew then stated that he had seen some negative comments on Branson Buzz Facebook.

Julie Wolfe shared that she had taken her grandsons to the pool and she thought the three hour limits on the session were great. She stated that she had talked with another parent and they too had been very happy with the time slots and that it made it easier to get kids out and on to other things without an argument. Julie stated that people will always complain but there are a lot of good things that people don't say and she wanted to thank Cindy and Jason for all the hard work.

Scott McCaulley added that he had seen new doggie waste stations on the trails and he thought that they were very well placed and very helpful. He also noted that Cox Hospital had closed the big parking lot because as they are using it to conduct testing, so the public cannot park there currently to access the Stockstill trail.

Cindy thanked Scott for the heads up because she was not aware that they had closed that parking lot. Jason added the pet waste stations were a recent Eagle Scout project.

Clark Harris added that people were using the dog waste stations for trash as well and recently when he was out it was overflowing, so they may want to have a schedule to empty them.

Clark then went on to talk about the recent retirement of Matt Felice from the Engineering Department and how instrumental Matt had been when it came to the city's trail system. Clark also shared with the board some trail updates and butterfly garden updates. Clark concluded by thanking Jason and Cindy for all their hard work.

Cindy stated when Matt announced his retirement she picked his brain because he had been with the city a long time and was a wealth of information. She also added that she hoped that there would be some additions to the trail system, that were approved as part of the capital budget, but are not being funded at this point due to COVID.

Mica Farley shared while Cindy had mentioned her "little" kids, that in fact her youngest would be entering kindergarten this year. Mica stated that she is currently pursuing her master's degree in public health with a concentration on community health education. Mica stated with her education direction, coupled with where she was in life, makes her view point maybe a little different than when she previously served on the park board. Mica concluded by stating that she was happy and excited to be back on the board. Candy welcomed her back to the board.

Jason Reinsch shared with the board that this will be the last Park Board meeting as he had recently resigned to accept a position at Branson Schools and go back into the field of education and coaching. He went on to say that he had really enjoyed getting to know everyone and had appreciated their support. Jason added that he knew that park's department was in great hands, and how Cindy had been an incredible mentor on how to do things the right way. Jason concluded that he couldn't express his gratitude enough and a huge thank to everyone.

Clark Harris stated that the city's loss will be the High School's gain.

Scott McCauley added that he had worked with Jason at College of the Ozarks and he knew he would find him at Branson somewhere. Scott concluded with congratulations and good luck to Jason.

Andrew Brown wished Jason good luck and stated he might see him around as a substitute teacher.

Mica Farley stated that she was excited due to the fact that her oldest daughter was playing softball and benefit from Jason coaching.

Candy Sullinger thanked Cindy and Jason for their extra effort to pull the Zoom meetings together, specifically their technology help. Candy added that she would be seeing Jason around and wished him well.

ADJOURN

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

Meeting adjourned 6:25 pm

MINUTES

HUMAN RESOURCES COMMITTEE

CITY OF BRANSON, MISSOURI

July 22, 2020

1) Call to Order

The Human Resources Committee met in the Council Chambers of City Hall, Wednesday, July 22, 2020. The meeting was called to order by Mayor Edd Akers at 9:33 a.m.

2) Roll Call

Committee Members present: City Administrator Stan Dobbins, Mayor Edd Akers, Alderman Bill Skains, Alderman Jeff Seay and Kenn Tilus which provided a quorum.

Also present: Assistant City Administrator John Manning, Human Resources Director Jan Fischer, Kimberly Cooper, Gina Stech, Sonya Seitz, Chena Simmons, Melody Pettit, Jamie Rouch, Marcia Chapman, John Akers and Erica Gaynor.

3) Acknowledgement of February 19, 2020 Minutes.

Motion to approve: City Administrator Stan Dobbins; Second: Alderman Jeff Seay; Vote: 5 yes, 0 no.

4) Discussion of New Hires/Promotions/Reclassifications.

Discussion led by Human Resources Director Jan Fischer.

5) Discussion on Insurance Premium Refunds.

Discussion led by Jan Fischer and John Akers.

Jan stated the purpose of this discussion was to determine allocation of insurance refunds given by Anthem, Delta Dental and DeltaVision due to COVID-19.

John Akers gave an overview of refund allocation and also stated the possibility of groups receiving more refunds in the future. He stated that most groups are allocating the refunds to the 2021 benefit year.

Jan asked that the Human Resources Committee make a recommendation for the allocation of the refunds.

A motion was made by Jeff Seay to recommend that the refunds received by the City be allocated to 2021 premiums. Second was made by: Stan Dobbins; Vote: 5 yes, 0 no.

6) Discussion of 2021 Employee Insurance Benefits.

Discussion led by John Akers.

John informed the Committee of the timeline for the process of establishing the 2021 Insurance Benefits. In August, the Committee will review the proposal from Anthem and give Staff recommendation on next steps for the insurance (for example, whether to go to bid or make plan changes). The September meeting will be the meeting in which the Committee will need to make a final recommendation to the Board of Alderman (BOA) so that the BOA can approve the recommendations during the October BOA Meetings. This timeline allows for the "build out" of the benefits portal, Open Enrollment, and the distribution of the 2021 insurance cards.

John also informed the Committee that Ollis, Akers, Arney had been communicating with American Fidelity regarding employee meetings. Due to the COVID-19 pandemic, physical group meetings will likely not be allowed and the American Fidelity enrollment meetings will likely be held remotely.

MINUTES

HUMAN RESOURCES COMMITTEE

CITY OF BRANSON, MISSOURI

July 22, 2020

John stated that 2020 claims will most likely be lower than usual, due to COVID-19. He stated that since people have likely delayed their procedures, the rate for medical insurance may be based on the expected 2021 year costs rather than solely looking at past claims data.

He asked for possible recommendations for the September decision. Stan Dobbins responded that recommendations would be delayed until more information is available. John asked for the committee to be considering what their recommendations may be in the future.

7) Recommendation on Completion of the 2020 Employee Wellness Plan.

Discussion led by Jan Fischer.

Jan reviewed requirements for the 2020 Employee Wellness Plan and the ability for employees to complete them due to the COVID-19 pandemic. He asked for recommendation on whether to forgive the requirements or keep the requirements in place and follow the appeal process. By keeping the requirements in place, determination could be made case by case as to why they could not be met.

Stan Dobbins asked for the number of employees as of now that have not completed the requirements. Kimberly Cooper stated that of the employees that are requiring coaching, 76 have started or completed the process and 6 employees have not started any coaching. Based on this information, Stan recommended that the requirements stay in place with the appeal process. Kenn Tilus also acknowledged that the requirements may be difficult to complete, however, agreed that the requirements should stay in place with appeal due to the small number of employees that have not started coaching.

Motion to keep the 2020 Health and Wellness plan as is and allow employees who had challenges due to the pandemic to utilize the appeal process was made by: Stan Dobbins; Second: Bill Skains; Vote: 5 yes, 0 no.

8) Recommendation on the 2021 Employee Wellness Plan.

Discussion led by Jan Fischer.

Jan reviewed the tiers for medical insurance and the proposal to modify the requirements for employees to receive the best discount by eliminating the coaching element. Mayor Akers gave accolades to Jan and the Human Resources staff for their part in making employees aware of their part in staying or becoming healthy and keeping costs down. A discussion was held on the history and present status of the wellness plan.

Motion was made to move forward with the 2021 Health and Wellness plan as presented to the Committee by: Bill Skains; Second: Jeff Seay; Vote: 5 yes, 0 no.

9) Human Resources Director's Report.

Update given by Jan Fischer.

The Employee Compensation Structure Change will resume in the near future after being delayed by the COVID-19 pandemic. The study will involve all departments.

Per the Assistant City Administrator's direction, the task of leveling evaluations is being addressed and training, beginning with Directors, will be implemented.

MINUTES

HUMAN RESOURCES COMMITTEE

CITY OF BRANSON, MISSOURI

July 22, 2020

Health Savings Accounts are currently provided through HSA Central and they had a cost implemented without notification to the City's Human Resources Department. American Fidelity provides Health Savings Accounts at no cost and the accounts can be opened when the employee is enrolling in their insurance benefits. A contract with American Fidelity will be presented to the City Administrator soon.

Rule 27 is being created regarding employee safety and copies will be given to both the Human Resources Committee Members and the Employee Human Resources Committee Members. Input on the policies is appreciated.

10) Adjourn.

Motion to adjourn: Alderman Bill Skains; Second: Kenn Tilus; Vote: 5 yes, 0 no.

Time Adjourned: 10:30 a.m.



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL ESTABLISHING THE ANNUAL LEVY OF A PROPERTY TAX FOR GENERAL REVENUE IN THE CITY OF BRANSON, MISSOURI, A CITY OF THE FOURTH CLASS.

INITIATED BY: FINANCE DEPARTMENT

FIRST READING: AUGUST 11, 2020

FINAL READING: AUGUST 25, 2020

EXECUTIVE SUMMARY:

- The county clerk provides the City with pre-Board of Equalization (BOE) numbers for the City to calculate a possible levy change.
- A notification is published in the local newspaper for a public hearing concerning the proposed property tax levy.
- The rate published was \$0.6277. The City cannot levy a tax rate any higher than what is published, but can levy a lower rate.
- The final BOE numbers were approved by the Missouri State Auditor. The final rate of \$0.5688 is less than the rate published. The final calculation and recommendation for this year's levy is \$0.5688

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: Develop sustainable fiscal and operational policies that foster trust and transparency by ensuring accountability, efficiency, integrity, innovation and responsiveness in all operations.

ATTACHED EXHIBITS:

ITEM/SUBJECT: READING OF A BILL ESTABLISHING THE ANNUAL LEVY OF A PROPERTY TAX FOR GENERAL REVENUE IN THE CITY OF BRANSON, MISSOURI, A CITY OF THE FOURTH CLASS.

DETAILED ANALYSIS:

The governing board is required to hold a public hearing prior to setting the 2020 tax levy rate, which will be collected in the 2021 budget year. A public hearing notification was published at a tax rate of \$0.6277 per \$100 assessed valuation (AV). This rate is determined using numbers prior to Board of Equalization (BOE). The City's 2019 tax rate was \$0.6077 per \$100 (AV).

The City cannot levy a tax rate any higher than what is proposed at the Public Hearing (the City can go lower).

BILL NO. 5843

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE ANNUAL LEVY OF A PROPERTY TAX FOR GENERAL REVENUE IN THE CITY OF BRANSON, MISSOURI, A CITY OF THE FOURTH CLASS.

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

- Section 1: A public hearing was held on the proposed tax levy published at \$0.6277 and was calculated based on data provided by the Taney County Clerk and Assessor prior to the Board of Equalization (BOE) rulings. The levy, if needed, can be adjusted down upon receipt of the final BOE assessed valuation numbers.
- Section 2: A levy of \$0.6277 on the one hundred (\$100.00) of assessed valuation be levied upon all taxable property within the corporate limits of the City of Branson for general purposes.
- Section 3: The Collector of Revenue of Taney County acting for the City of Branson, Missouri will be notified that this levy upon property has been made and the same be assessed against all taxable property in the City of Branson, Missouri.
- Section 4: This ordinance shall be in full force and effect from and after its passage and approval.

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

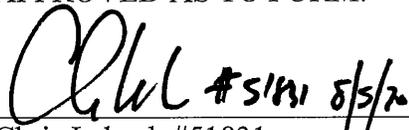
Read this second time, passed, and truly agreed to by the Board of Aldermen of the City of Branson, Missouri, on this ___ day of _____, 2020.

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk


Chris Lebeck #51831
City Attorney



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING THE RENEWAL OF THE CONTRACT WITH RESOURCEX FOR ACCESS TO ONLINE FISCAL HEALTH AND PRIORITY-BASED BUDGETING COMPUTER APPLICATIONS.

INITIATED BY: FINANCE DEPARTMENT

FIRST READING: AUGUST 11, 2020

FINAL READING: AUGUST 25, 2020

EXECUTIVE SUMMARY:

- City receives access to Online Priority-Based Budgeting & Fiscal Health Modules.
- Contract renewal is for a period of one year beginning August 29, 2020.
- Price is \$25,000 annually, fixed for 1 more renewal.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

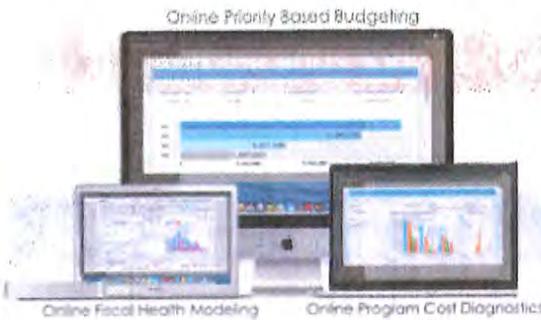
COMMUNITY PLAN 2030: Good Governance: Develops sustainable fiscal and operational policies and fosters trust and transparency by ensuring accountability, efficiency, integrity, innovation and responsiveness in all operations.

ATTACHED EXHIBITS: Exhibit "1" – Current ResourceX Contract

ITEM/SUBJECT: READING OF A BILL APPROVING THE RENEWAL OF THE CONTRACT WITH RESOURCEX FOR ACCESS TO ONLINE FISCAL HEALTH AND PRIORITY-BASED BUDGETING COMPUTER APPLICATIONS.

DETAILED ANALYSIS:

The city began Priority-Based Budgeting in 2013 in order to link the city's strategic goals and performance measurements to the annual budgeting process. The PBB model provides a comprehensive review of the entire organization's operating budget, identifying and ranking services (programs) offered on the basis of the community's priorities. The diagnostic process enables policy makers to link funding decisions to priorities in the strategic plan and to make better budget decisions.



Priority Based Budgeting Tools and Implementation

Document Overview:

- I. Agreement Summary, and Contact Information
- II. Scope of Work
- III. Contract Terms, Renewal Period, and Signatures
- IV. Timeline Tracker
- V. Appendix A: End User License Agreement
- VI. Appendix B: Catalogue of Products and Services Available

I. Agreement Summary, Contact Information, and ResourceX Specialists

BASIC INFORMATION

Organization name:	Branson, MO
Project Lead:	Jamie Rouch, Finance Director
Telephone number/email:	(417) 337-8553
Start Date	Upon approval by the Board of Aldermen
Annual Renewal Rate	\$ 25,000
ResourceX Implementation Specialist	Steve Seman, sseman@resourcecx.net Chris Fabian, cfabian@resourcecx.net
ResourceX Support Specialist	Stuart McEwen, smcewen@resourcecx.net
ResourceX Contracting and Procurement	Lacey Mathews, lmathews@resourcecx.net

II. Scope of Work

CHOOSE FROM SEVERAL IMPLEMENTATION OPTIONS + BUNDLE YOUR SOFTWARE

WHICH PBB IMPLEMENTATION IS RIGHT FOR YOU?

A. "BOOT CAMP" ON-BOARDING TRAINING (CHOOSE ONE OF THE FOLLOWING)		Fiscal Health	Program Budgeting	Full PBB
	Webinar Training – Fiscal Health ONLY	\$1,000	X	
	On-site, Regional Host for Your Organization	\$10,000		X
	On-site, Dedicated to Your Organization Only	\$15,000		X
X	On-site, 2-day Project Kick-Off	Free \$15,000 value	X	X

B. ON-GOING SUPPORT & TRAINING (CHOOSE ANY, OR ALL OF THE FOLLOWING)*		Fiscal Health	Program Budgeting	Full PBB
	3-month Package of On-going Support One-on-one weekly meetings, help-desk access, training webinars and implementation support	\$10,000		X
	1-month Package of On-going Support One-on-one weekly meetings, help-desk access, training webinars and implementation support	\$5,000	X	X
X	On-going Webinars + Slack Classroom Style Group Webinars of Ongoing Training & Quarterly Contact	Free w/ Project	X	X

C. SOFTWARE (ANNUAL RENEWAL RATE)*		Fiscal Health	Program Budgeting	Full PBB
	Fiscal Health Diagnostic	\$10,000	X	
	Online Priority Based Budgeting	\$20,000		X
X	Bundle: Fiscal Health + Online Priority Based Budgeting	\$25,000	X	X

D. OPTIONAL SOFTWARE FEATURES		Fiscal Health	Program Budgeting	Full PBB
	OpenPBBData	\$10,000		X
	Coming Soon in 2018: PBB Budgeter	TBD	X	X
	Coming Soon in 2018: Program Metrics	TBD		X

E. OPTIONAL CONSULTING AND TRAINING OPPORTUNITIES		Fiscal Health	Program Budgeting	Full PBB
	On-site Visit for Staff, Council, Citizens (per day)	\$5,000	X	X
	Advanced Consulting: Partnerships, Rate Evaluation, Sourcing	TBD***	X	X

* Per month rate for ongoing support (after Boot Camp). Estimated at 40 hours of support per month.

** Ongoing annual renewal rates are offered at the rate of your software subscription

*** Advanced consulting quotes may be developed for your organization upon request.

III. Renewal Terms and Contract Signatures

COST SUMMARY

Implementation Set-up Total – Breakdown described in section II	\$25,000
Software Renewal Rate – Fixed for 3 renewals	\$25,000
Subscription Period – Reoccurring annually	TBD
Initial Invoice Date – Due upon receipt	TBD

Annual Renewal Terms: Either party may terminate this agreement, at any time, with a minimum of a written 30-day notice (with the ability to re-subscribe again at any time, subject to the current subscription rates at that time).

THIS AGREEMENT is made and effective as of August 28, 2018, between **Branson, MO and Resource Exploration, LLC**. The parties agree as follows:

Resource Exploration

Mike Seman Date: 7-27-2018
By: Mike Seman
Co-Founder

Chris Fabian Date: 7-27-2018
By: Chris Fabian
Co-Founder

Branson, Missouri

Karen Best Date: 8/28/18
By: Karen Best
Title: Mayor

Date: _____

By: _____

Title: _____



ATTEST:
Lisa K. Westfal
Lisa K. Westfal
City Clerk

APPROVED AS TO FORM:

W. Westfal 7-31-18

City Attorney

IV. Timeline Tracker

One of the primary project management tools that will guide your implementation is the “Timeline Tracker.” Upon project kick-off, ResourceX will lead you through a detailed discussion of your project timeline, and fill in the blanks to ensure a successful implementation.

Milestone	Training Time	Audience	Date
Kick-Off Meeting	1 hour	Super Users	TBD
“Boot Camp” On-boarding	1-2 days	Super Users, Department Heads, Elected Officials, other	TBD
Gathering Costs	1-2 hours	Super Users	TBD
Program Inventory	1-2 hours	Super Users	TBD
Results (and Definitions)	1-2 hours	Super Users	TBD
Program Scoring (and Peer Review)	1-2 hours	Super Users	TBD
Model Completion	1-2 hours	Super Users	TBD

Timeline Considerations

Your organization’s timeline for implementation is in your control. ResourceX will help you design your timeline to meet the needs of the organization. Overall, your PBB training and roll-out can be completed in a 3-month period, from beginning to end. If you have a more pressing need to implement PBB in less time, please let us know and our team will help design a path that will accommodate your schedule.

Ideally, your organization will want to set a goal for Model Completion that synchs with your budget process. ResourceX will begin our timeline discussion by asking: “by when do you want your PBB model complete, in order to influence budget decisions?”

Identifying Super Users

One of the key objectives of our first meeting will be to identify the “Super User(s)” in your organization who will be the primary resource to coordinate with our team for the management of the project. The Super User(s) will gain the benefit of being trained on all aspects of the OnlinePBB software, and achieve mastery of Priority Based Budgeting concepts, sufficient to lead the process in future years.



Appendix A

End User License Agreement

V. Appendix A: End User License Agreement

ONLINEPBB® LICENSE AND HOSTING AGREEMENT

IMPORTANT - BY UTILIZING ONLINEPBB SOFTWARE, YOU ARE ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE READ THE FOLLOWING CAREFULLY BEFORE PROCEEDING.

This Agreement is a legal agreement between you (City of Branson, MO) and Resource Exploration, LLC, the licensor of OnlinePBB software and associated on-line documentation that you access using this internet website (together referred in this Agreement as "OnlinePBB").

1. OnlinePBB License. Subject to the terms of this Agreement, Resource Exploration, LLC, grants you a non-exclusive, non-transferable license to access OnlinePBB remotely via browser on the server used by Resource Exploration, LLC, to operate this website (the "Server") solely for purposes of creating and maintaining on the Server any interactive website developed using this website and with respect to which all required fees payable under this Agreement have been paid by you (each, a "Website").

2. Restrictions. You may not download or otherwise copy all or any portion of OnlinePBB software. You may not sell, rent, license, lend, transfer or otherwise grant access to OnlinePBB to any other person or entity except as contemplated by the license granted to you above. You must comply with all applicable laws and regulations in your use of OnlinePBB. You may not modify, translate, reverse engineer, decompile disassemble or otherwise attempt to obtain or derive source code from all or any portion of OnlinePBB.

3. Proprietary Rights. Resource Exploration, LLC and its supplier's reserve all rights to OnlinePBB not expressly granted in this Agreement. Resource Exploration, LLC and its suppliers own OnlinePBB and all associated patent, copyright, trade secrets and other proprietary rights in OnlinePBB. No title or ownership of OnlinePBB or any associated proprietary rights are transferred to you or any other person by this Agreement.

4. Disclosure and Ownership of Data. The materials used by Resource Exploration, LLC for work performed under this Agreement are specific and unique methods of fiscal management and budget prioritization. As such, these materials are protected by copyright. You agree and understands that these materials and all methods, models and applications resulting from the use of said materials are the sole, complete and absolute property of Resource Exploration, LLC. As such, any use, future use or

application or any publication (either oral or written) of these materials by your organization will be at the discretion of Resource Exploration, LLC and in any event will not occur without the express and prior written permission of Resource Exploration, LLC. All legal rights and protections afforded by copyright and Resource Exploration, LLC's ownership of all the underlying intellectual property associated with these fiscal management and budget prioritization materials are retained and reserved exclusively by Resource Exploration, LLC, reserving all legal rights and remedies incident to its ownership of these materials.

It is understood that your organization may utilize these methods, models and applications for their own specific use but are not free to share these methods, models and applications with other individuals or entities. It is understood that the City is regulated by Chapter 610 RSMO: Conduct of Public Business, commonly referred to as "the sunshine law." The City is subject to record requests under this Chapter and shall make all determinations of what materials fall under these provisions.

5. U.S. Government Restricted Rights. If OnlinePBB is accessed or used by any agency or other part of the U.S. Government, the U.S. Government acknowledges that (i) OnlinePBB and accompanying materials constitute "commercial computer software" or "commercial computer software documentation" for purposes of 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-3, as applicable, and (ii) the U.S. Government's rights relating to OnlinePBB and accompanying materials are limited to those specifically granted in this Agreement.

6. Data - Data Security. The OnlinePBB web-application provides data security via SSL encryption, and is accessed via https - this protects and secures the client's data from outside the organization, protecting the client and CPBB. Additionally, data is protected within the client's organization by way of individual user accounts and user passwords, and varying levels of permission and access, to give the client control over data accessibility.

7. Data - Data Storage. The OnlinePBB web-application utilizes Amazon Web Services (AWS) for best-in-class data storage.

8. Data - Data Protection/backups. Resource Exploration performs complete back-ups of all OnlinePBB data at a frequency of once per night.

9. Service Availability - Disaster recovery/business continuity. To support the organization in the case of disaster, Resource Exploration performs complete back-ups of all OnlinePBB data at a frequency of once per night. The organization may also download their own data files on a more frequent basis, in order to perform complete

data restoration - restoring from any point in time, from previously saved data, completely in control of the City. Data files are stored in DropBox, as well as Resource Exploration headquarters to provide additional redundancy.

10. Service Levels - System Availability / performance. The OnlinePBB web-application is provided and available 24 hours per day, 7 days per week. Resource Exploration reserves the right to perform regularly scheduled updates and maintenance, during which time the organization may experience brief periods of downtime for server restarts to make updates available. Scheduled updates take place after 6pm EST Monday-Friday, and the organization will be made aware ahead of schedule, to the greatest extent possible. It should be noted that Resource Exploration reserves the right to restart the web server at any time, but will provide the organization as much advanced awareness as possible. Resource Exploration uses all reasonable business means to ensure the application is available for the organization's use.

11. Insurance - Vendor insurance and liability. Resource Exploration agrees to procure and maintain in force during the term of this Agreement, at its own cost, cyber insurance coverage.

Appendix B

Catalogue of Products and Services

"BOOT CAMP" PBB On-boarding Training



The PBB "Bootcamp" is an intensive two day workshop designed to help your organization efficiently implement PBB. Attendees will use your own organization's data to develop program inventories, allocate costs, and prioritize programs.

In a small group setting we will walk through all of the steps of implementing Priority Based Budgeting. In each session we will discuss the material and then work toward practicing what we learn.

"I loved the opportunity to network with other cities and the very clear effort the ResourceX team made to connect with all the cities and make sure everyone is getting personalized attention and resources." - 2017 Summit Attendee

"I learn something new from the group each time I go." - 2017 Summit Attendee

"I liked being able to work through the entire process, as well as, hearing applications of how the overall process is used in real life examples." - 2017 Bootcamp Attendee

"Loved the hands on exercises, the explanations and the high energy pace." - 2017 Bootcamp Attendee

Which Bootcamp is right for your organization?

- **Regional Bootcamp in Colorado** – send up to 5 staff to Colorado, where Bootcamp training is offered every 3-months of the year.
- **On-site, Regional Host for Your Organization and Others** – open up your training to other organizations in your region, and learn together. This opens up the doorways to future partnerships, and lowers your cost for training.
- **On-site, Limited to Your Organization and No Others** – receive one-on-one training for your organization alone, ideal for intensive training.

By experiencing all the steps in just two days you will have the knowledge of what will work best for your organization. You will also have a chance to meet a group of your peers going through the same process and you will be able to benefit from their questions and experience during Bootcamp, and hopefully afterwards. This intense training will cover many different options throughout the process including different costing and scoring methods. **Plus**, for those who choose to use their own data, they will gain experience updating and making changes that they can directly carry back to their organization.

The following is illustrative of what a 2-day "Boot Camp" on-boarding agenda would look like:

BOOTCAMP AGENDA

Monday



Learn



Practice

8:00	Intro and Welcome by Chris Fabian	How to introduce PBB to your team	
9:30	Overview of Online Applications	How to engage your audience with PBB	How to provision users to access OnlinePBB
10:30	Benefits of Program Budgeting	<u>How to train</u> on identifying programs	Create your department program inventory
1:00	Exercise: Line Items to Programs	Lessons Learned on managing different types of costs	Update costs and download Program Costing template in DashPBB
2:00	Scenarios and Case Studies in Costing	Best practices for distributing costs, revenue	Milestone - Validate Inventory and Costs for your department
3:30	Program Costing Exercise	<u>How to train</u> on program costing	Milestone - Allocate costs for your department

Tuesday

8:00	Group Activity: Identifying Results and Defining Results	How to define results for your community	Upload results and definitions
9:30	Prioritizing Programs	<u>How to train</u> on self-assessment	Create and upload a department scorecard
10:30	Group Activity: Peer Review	<u>How to train</u> on peer review	Create a peer review scorecard
1:00	Scenarios and Case Studies in Scoring	How and why to use different scoring methodologies	Milestone - Score all the programs for your department
3:00	Introduction to Model Maker	How to manage PBB from budget cycle to budget cycle	Milestone - Complete the model
4:00	Practice Presentation	How to explain PBB	Demonstrate a walkthrough to your Council/Board using PresentPBB

Ongoing Support and Implementation Training

ResourceX provides an ongoing series of training webinars throughout your project implementation. For each milestone in your implementation process, ResourceX will provide you with the training and templates to ensure the successful completion of PBB.

The following are examples of the ongoing training webinars that ResourceX staff will lead your organization through during your implementation:

Gathering Financial Data + Financial Forecasting

To launch your implementation, ResourceX will work with your organization to pull data from your financial system, ERP, budget module and/or human resources systems in order to centralize this data and connect it to your PBB process.

One of the unique qualities of OnlinePBB is that it connects potentially disparate data sets that exist throughout your organization, and unifies them through the lens of resource allocation by way of Priority Based Budgeting. ResourceX will assess the data sets you currently maintain, as well as your systems for maintaining your data, and work with your team to leverage any and all available data towards your PBB efforts.

Program Inventory Development + Program Cost/Revenue Allocation

ResourceX provides a "starter program inventory" for the departments to work from and a training on how to identify "programs" at a level most effective for PBB. The "starter program inventory" is built from the PBB Database of over 90,000 programs, customized to match with their department, and significantly easing the workload for departments to complete this first task. Each department will be responsible for refining and completing their Program Inventory and submitting this to ResourceX.

ResourceX will provide a Program Costing training session to staff who will be responsible for filling in the data into the Program Costing Template. ResourceX will provide customized Program Costing templates for each of the City's departments (or divisions), as well as a recorded version of the webinar the City can refer to.

Results Setting & Result Definitions, Program Scoring + Peer Review

ResourceX works with the organization's elected officials and/or staff to identify, or to validate "Results" that the organization has already established. Priorities establish the foundation for Priority Based Budgeting.

ResourceX launches an online exercise typically through a web-based workshop with staff (usually department heads and key staff, up to around 30 participants is best) to begin to identify all the ways the organization "achieves" each of the stated Priorities. ResourceX leads the workshop, addressing each Result, one-by-one, soliciting feedback from the participants which form the basis for the creation of Results Definitions. Staff are given several weeks after the launch of the exercise to contribute responses, that ResourceX ultimately synthesizes for use in Results Definitions.

Humboldt PBB
Humboldt Establishes Results

Humboldt Establishes Results - PBB 2015

Establishing Results - "Why" Does our Local Government Exist?

Thank you for taking part in this unique "budgeting" experience. Through Priority Based Budgeting, we are presenting you an opportunity to directly influence the way dollars are spent in this community. Your input will lead directly to the prioritization of Results, and these Results will serve as the basis against which our community's resources are evaluated and allocated.

1. In this exercise, you are being asked to help identify the **RESULTS** that the City of Humboldt strives to achieve for its residents, businesses and visitors. These Results will then be used as the City implements its **PRIORITY BASED BUDGETING** process. The sample Results shown below come from the "VALUES" identified in the City's Strategic Plan ([click here](#) to refer to the City's Strategic Plan, and read further on the Values).

For this exercise, imagine that you have **500 votes to allocate** in identifying the City's Results. Where would you allocate your votes? You can distribute these 500 votes to any of the Results identified from the Strategic Plan if you feel these reflect what is expected by your community. You may also list any additional Results that are not reflected in the offered examples if you feel they describe why the City of Humboldt "exists" in the eyes of the community. Results assigned "0 votes" represent a belief that this is NOT one of the reasons the City of Humboldt offers programs and services to the community. Allocate your 500 points using the box to the right of the Results column until you have allocated your full allotment of points.

Valuable, Active and Healthy Community (ACTIVE)	100
Sustainable and Connected Community with Resilient Infrastructure (SUSTAINABLE, CONNECTED)	25
Inclusive and Accessible Community (WELCOMING, CONNECTED)	75

ResourceX will provide a Program Scoring training session to those participating in scoring, instructing departments how to assign appropriate scores. ResourceX will provide customized "Program Scorecards" for each department, including the department's program inventory, and the appropriate scoring criteria. ResourceX will also provide the recorded webinar.

ResourceX will provide a Peer Review training session for those who are participating on Peer Review teams. ResourceX will help the City identify who the most effective Peer Review team members could be, and then train each team as to how to evaluate scores from other departments (this will include: how to ask departments for more info, and how to complete the Peer Review template).

Ongoing Webinar Training

Throughout your implementation, ResourceX hosts several monthly webinars for additional training to your super users and others in your organization to ensure widespread access to PBB insights. The following is illustrative of the webinar training series open to your organization on a rolling, monthly basis:

Webinar Training Series

Identifying and Defining Results



Friday, October 27, 11:00am
Webex Link: Click Webex icon or click [here](#)
Phone Number: 415-655-0001
Meeting ID: 195 910 157



Friday, December 1, 11:00am
Webex Link: Click Webex icon or click [here](#)
Phone Number: 415-655-0001
Meeting ID: 195 910 157

Program Costing



Monday, October 30, 3:00pm
Webex Link: Click Webex icon or click [here](#)
Phone Number: 415-655-0001
Meeting ID: 195 910 157



Wednesday, November 8, 11:00am
Webex Link: Click Webex icon or click [here](#)
Phone Number: 415-655-0001
Meeting ID: 195 910 157

Gathering Costs



Monday, November 6, 10:00am
Webex Link: Click Webex icon or click [here](#)
Phone Number: 415-655-0001
Meeting ID: 195 910 157



Tuesday, November 14, 10:00am
Webex Link: Click Webex icon or click [here](#)
Phone Number: 415-655-0001
Meeting ID: 195 910 157

Taking Action on the Data: Present PBB and Dash PBB



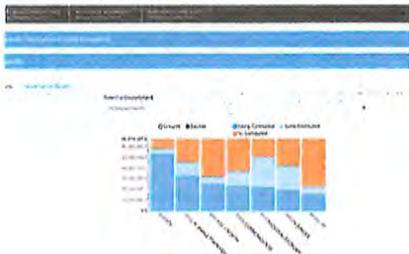
Monday, November 20, 12:00pm
Webex Link: Click Webex icon or click [here](#)
Phone Number: 415-655-0001
Meeting ID: 195 910 157



Wednesday, December 13, 11:00am
Webex Link: Click Webex icon or click [here](#)
Phone Number: 415-655-0001
Meeting ID: 195 910 157

OnlinePBB

The flagship tool suite of Priority Based Budgeting is OnlinePBB. With modules built for your Super Users, customized specially to drive action from your departments, and tailored to frame context for your elected officials and community, the OnlinePBB tool suite is designed to optimize your organization's use of resources towards the Results your community needs.



OnlinePBB

Take your organization to the next level and best practice in budgeting. Centralize and standardize all data and streamline the process of converting your line item budget into a program based budget. Build a program inventory and allocate your costs to programs. Define your community's results and add scoring. Analyze the data, identify programs for review, and drill into the line item level to make changes that drive toward achieving your results.



DashPBB

The user interface for the department level decision maker, this has been designed for department heads within an organization to analyze, track, and update their budget model. Identify and add comments to specific programs for review. Then create program-specific metrics that can be tracked across budget cycles to demonstrate progress toward results. This tool is customizable so that it can function as a standalone product enabling a single department to implement priority based budgeting.



PresentPBB

Engage your elected officials like never before, this tool simplifies the message of priority based budgeting through powerful visuals and dynamic charts. Explain the immediate benefits of adopting a priority based budget and relay that in terms of the community's results. The dynamic charts allow users to drill down and quickly view program level detail.

Online Fiscal Health Diagnostic

Fiscal Health is a concept promoted and highlighted by such associations as the Government Finance Officers Association (GFOA), ICMA and the Alliance for Innovation. With the "*Fiscal Health Diagnostic Tool*", you will have the capacity to:

- Communicate your "*picture of fiscal health*" to Elected Officials, administration, staff, bargaining units, residents and other community stakeholders.
- Graphically depict the alignment of "*one-time*" and "*ongoing*" funding sources with the "*one-time*" and "*ongoing*" expenditure needs of the organization.
- Effectively monitor your *Fiscal Health* position to ensure that decisions made do not impact the level of financial health achieved.
- Access the impact of capital decisions on your financial position, including the evaluation of the impacts of "*ongoing*" operational costs associated with those "*one-time*" expenditures.
- Model financial forecasts and document the assumptions on which they are based.
- Engage in interactive and "*real-time*" scenario planning.
- Demonstrate the impact of "*today's*" decisions on your five to ten year forecasts



The most effective and affordable local government fiscal tool available

Profoundly changing the conversation between local government managers, finance professionals and elected officials. These are but a few of the powerful ways Fiscal Health has been used to help local government leaders achieve long-term financial sustainability.



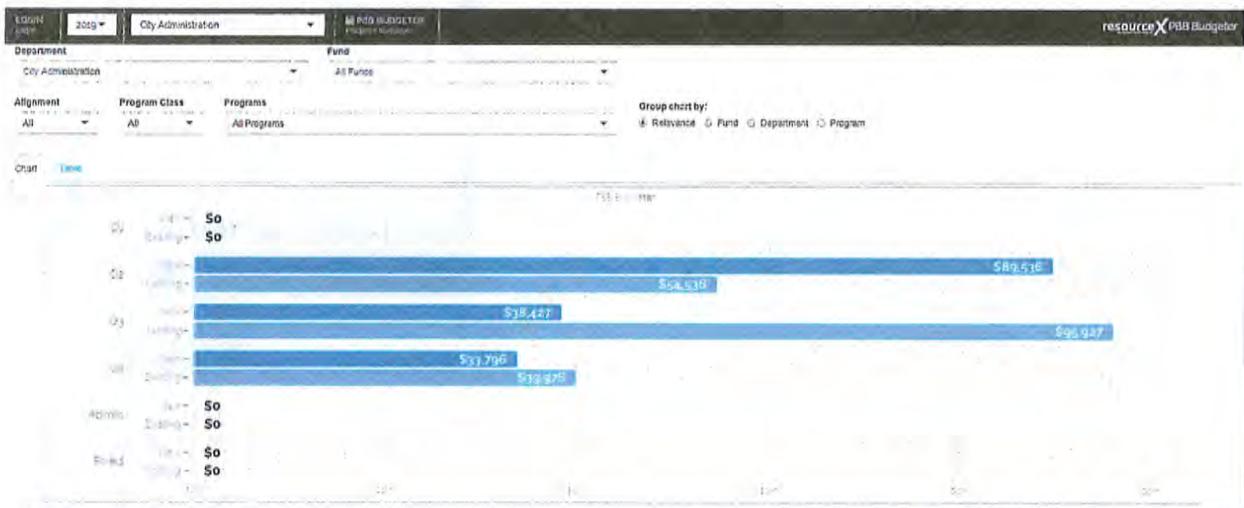
PBB Budgeter

ResourceX equips your organization with a best-practice budgeting solution, allowing your organization to budget within the OnlinePBB user-interface, and produce a recommended budget for each program, and each line-item, uploadable back into your financial system or ERP.



PBB Budgeter Features:

- Synch data from your financial system, ERP, budget module and/or human resources systems in order to centralize this data and connect it to your PBB process.
- Year-to-year comparison of resource-allocation progress
- Breakdown of Program/Services budget by line-item, for annual comparison
- Quality Control mechanisms for direct tie-back to your chart of accounts
- Revenue allocation to programs, producing a "rate study" for every service
- Online allocator to reposition staff, and maximize the allocation of resources



OpenPBB Data

Open PBB Data is specifically designed to transparently share all the city's priority based budgeting data with your public – residents, businesses and visitors.

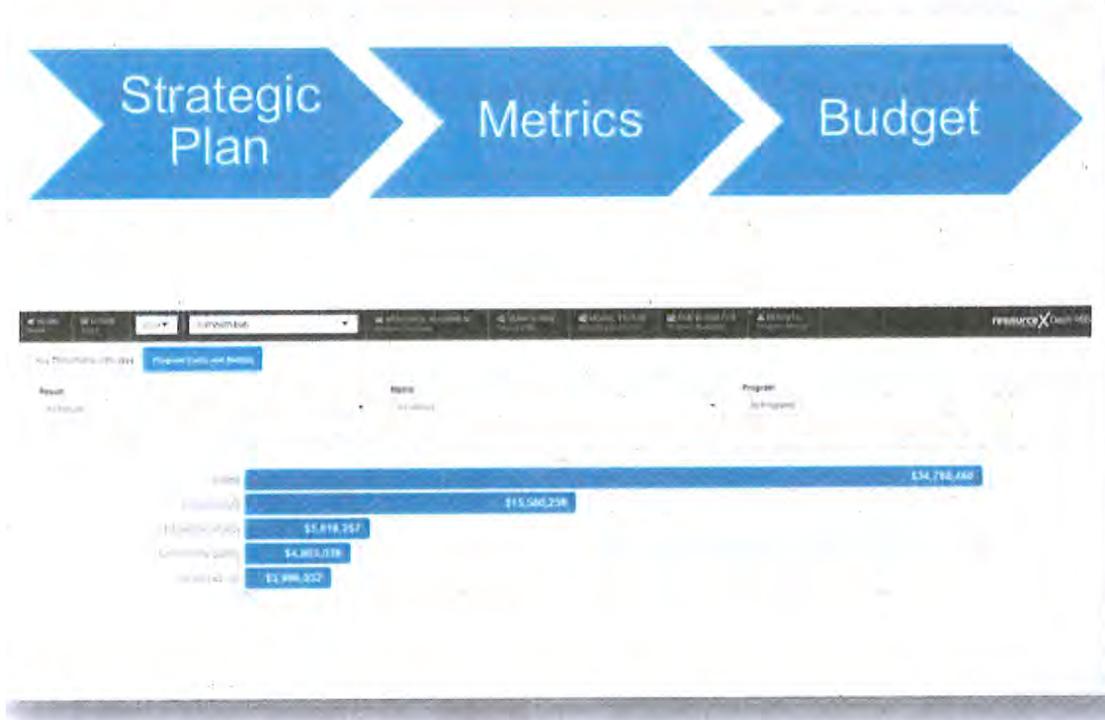
Open PBB Data Features:

- Translates the city's line-item budget into a program budget
- Reveals the prioritization of every program in the city budget
- Show exactly how much it costs the city to deliver every program (service)
- Demonstrate exactly how much city staff support is required to deliver every program (service)
- Exhibit the relevance of each program (service) in relation to community results
- Show if a program is mandated (by Federal, State or local government) to be delivered
- Demo if the city is a sole provider of a program or if others (public or private entity) are delivering similar programs
- Present the level of reliance on the city citizens have for program delivery
- Reveal program level revenue and if fee-based programs pay for themselves
- Demonstrate the level in which every single city program impacts community results



Program Metrics

Driving many organizations in their use of PBB data is their pursuit of improvement and achievement from the programs they invest in. PBB Program Metrics offers a platform to connect your program performance, to the Results you're investing in, and an ability to visualize, analyze and inform resource allocation decisions within your OnlinePBB environment.



As your organization begins to see PBB for what it is, a tool to free up resources and dramatically realign them towards the Results that will create a better future for your community, you'll notice that attention ultimately goes back to the policy-makers. And the question in front of them centers entirely on "what Results" matter most for the success of your society? What Result do we need to align our resources with, in order to bring about the future that we dream of? If PBB is a tool to churn up substantial amounts of resources to redirect towards the services you wish you could start ("if only we had the money"), or enhance the services that are so desperately needed; then towards what end goals are we going to point these abundant resources you've discovered?

PBB Program Metrics is the driver to this vital conversation.

Optional Consulting and Training Opportunities

On-Site Support

ResourceX staff are available for on-site support as necessary. Often this support takes the form of presenting to elected officials, department heads and staff for PBB education, whether in preparation to implement PBB, coaching newly hired or elected in orientation, or facilitating action on your PBB data.

Advanced Consulting

The ultimate goal in priority based budgeting is to move beyond implementation to application. While the implementation training and OnlinePBB tools already provide the guidance to successfully implement and apply PBB, every community is unique and some organizations desire additional consulting support.

ResourceX offers consulting services to help your organization take action on your data. Most popular among the variety of consulting engagements include:

- Rate Studies, Cost of Service Analysis
- Internal Service Fund Design, Full Cost Allocation Planning (OMB A-87)
- Public Sector Partnerships, Mergers, Consolidations
- Private Sector Partnerships, Mergers, Consolidations
- Workforce Analysis and Succession Planning
- Strategic Planning, Business Planning, Comprehensive Plan Development
- Benchmarking Analysis (comparative program analysis w/90,000+ programs)



BILL NO. 5844

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RENEWAL OF THE CONTRACT WITH RESOURCEX FOR ACCESS TO ONLINE FISCAL HEALTH AND PRIORITY-BASED BUDGETING COMPUTER APPLICATIONS.

WHEREAS, The City of Branson has adopted Priority-Based Budgeting to monitor the fiscal health of the city;

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

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

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

Section 1: The Board of Aldermen hereby approves the renewal of the contract with ResourceX for access to online Fiscal Health and Priority-Based Budgeting computer applications in the amount not to exceed \$25,000.

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

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

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

E. Edd Akers
Mayor

ATTEST:

Lisa K Westfall
City Clerk

APPROVED AS TO FORM:



Chris Lebeck #51831
City Attorney



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL AMENDING SECTION 2-354 AND 2-355 OF THE BRANSON MUNICIPAL CODE PERTAINING TO NOTICE INVITING BIDS AND BID OPENING PROCEDURE.

INITIATED BY: FINANCE DEPARTMENT

FIRST READING: AUGUST 11, 2020

FINAL READING: AUGUST 25, 2020

EXECUTIVE SUMMARY:

- Updating the municipal code will improve the bidding procedures and solicitation methods. Other municipalities and organizations that are utilizing the e-bidding platform include: MoDOT and the city governments of Springfield, Independence, Columbia, Lee’s Summit, and Kansas City.
- An electronic bidding platform for bid opportunities will improve the speed of communication between the City and vendors for bid postings, addendums, and bid updates.
- Automatic notification of bid solicitations through the City’s website and designated electronic bidding platform is intended to increase the vendor pool and promote open competition. Vendors gain control over which notifications they receive and can manage their account to keep information up to date.
- There will be a transitional period of 60 days for the code changes to be fully implemented. A letter notifying vendors of the upcoming changes will be mailed to all vendors that have requested to be put on the City’s mailing list. The City will also issue a media release to inform bidders and citizens of the changes.
- Costs of the bidding process will be reduced through the use of electronic bidding and notifications by eliminating mailed out bid packages and newspaper notifications.
- Estimated cost savings of paper, postage, and legal ad per bid package is approximately \$75. In 2019, 77 bid packages were mailed out with an estimated cost of \$8120.48 as shown in Exhibit “1”. These numbers do not include additional mailings for addendums and bid updates.

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: Exhibit “1”

Postage

Year	Total Bids	Avg Vendors per Mailing List	Avg Pages of Bid Documents	Indiv. Cost	Cost
2019	77	18	22	\$1.50	\$2,079.00
2020	16	18	22	\$1.50	\$432.00

Paper

Year	Usage	Price per Case	Qty per Case	Indiv. Cost	Cost
2019	30492	33.62	5000	\$0.007	\$205.03
2020	6336	33.62	5000	\$0.007	\$42.60

Envelopes

Year	Usage	Price per Case	Qty per Case	Indiv. Cost	Cost
2019	1386	\$ 16.99	100	\$ 0.17	\$ 235.48
2020	270	\$ 16.99	100	\$ 0.17	\$ 45.87

Labels

Year	Usage	Price per Case	Qty per Case	Indiv. Cost	Cost
2019	2772	\$ 19.99	3000	\$ 0.007	\$ 18.47
2020	576	\$ 19.99	3000	\$ 0.007	\$ 3.84

Legal Ad

Year	Total Bids	Indiv. Cost	Cost
2019	77	\$ 72.50	\$ 5,582.50
2020	16	\$ 72.50	\$ 1,160.00

Totals 2019 \$8,120.48

Totals 2020 \$1,684.31

\$9,804.79

*Costs associated with initial bid package only

**Does not include cost of time associated with mailings

2
3
4 AN ORDINANCE AMENDING CHAPTER 2 SECTION 354 AND 355 OF THE
5 BRANSON MUNICIPAL CODE PERTAINING TO NOTICE INVITING BIDS AND BID
6 OPENING PROCEDURE.
7

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

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

17 Section 2: That Section 2-354 – *Notice inviting bids* and Section 2-355 – *Bid opening*
18 *procedure* of the Branson Municipal Code is hereby amended to read as follows:
19
20

21 Sec. 2-354. Notice inviting bids.

22
23 The notice required by section 2-353 shall consist of the following:
24

- 25 (1) Notice inviting bids shall be published [~~once in the newspaper~~] **electronically through a**
26 **method designated by the purchasing agent** at least ten days preceding the last day set
27 for the receipt of proposals. The [~~newspaper~~] notice required in this section shall include
28 a general description of the articles to be purchased or sold, and shall state where bid
29 blanks and specifications may be secured, and the time and place for opening bids.
30
- 31 (2) [~~The purchasing agent shall also solicit sealed bids from all responsible prospective~~
32 ~~suppliers who have requested their names be added to a bidders' list which the purchasing~~
33 ~~agent shall maintain, by sending them a copy of such newspaper notice or such other~~
34 ~~notice as will acquaint them with the proposed purchase or sale. In any case, invitations~~
35 ~~sent to the vendors on the bidders' list shall be limited to commodities that are similar in~~
36 ~~eharaacter and ordinarily handled by the trade group to which the invitations are sent.]~~
37 **Responsible prospective suppliers electing to receive notice of bid solicitations shall**
38 **register their business on the City's website or electronic bidding platform**
39 **designated by the City and maintained by the purchasing agent. Automatic**
40 **electronic notification will be sent to prospective suppliers who have added their**
41 **name to the bidding platform. In any case, notifications sent to the suppliers shall**
42 **be limited to commodities or services that are selected by the supplier during**
43 **registration or bid notification selections.**
44
45
46
47

48 Sec. 2-355. Bid opening procedure.

49

50 Bids shall be submitted [~~sealed to the city clerk and shall be identified as bids on the~~
51 ~~envelope]~~ **through the electronic bidding platform designated by the City.** They shall be
52 opened in public at the time and **physical or electronic** place stated in the public notices.

53

54

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

57

58

59 Section 3: This ordinance shall be in full force and effect no more than 60 days from and after
60 its passage by the Board of Aldermen and approval by the Mayor.

61

62

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

64

65

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

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E. Edd Akers
Mayor

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ATTEST:

APPROVED AS TO FORM:

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Chris Lebeck #51831
City Attorney

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Lisa K Westfall
City Clerk

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STAFF REPORT

ITEM/SUBJECT: AN ORDINANCE APPROVING THE CONTRACT FOR THE EXPENDITURE FROM THE CITY'S TOURISM TAX CONTINGENCY FUND TO THE BRANSON CHAMBER OF COMMERCE AND CONVENTION & VISITORS BUREAU AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: FINANCE DEPARTMENT

FIRST READING: AUGUST 11, 2020

FINAL READING: AUGUST 25, 2020

EXECUTIVE SUMMARY:

- The city budgets \$125,000 annually to be held in the Tourism Tax Contingency Fund to fund special attractions, events, projects and activities.
- In response to the COVID-19 pandemic, the Branson Chamber & CVB must restructure the current marketing program to rebuild Branson's tourism industry. The previous 2020-2021 marketing plan is no longer relevant due to the pandemic.
- The requested \$75,000 marketing project is possible only through the use of the Tourism Tax Contingency funds due to the decrease in all tourism-related budgets.

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: Supports decision-making with timely and accurate short-term and long-range analysis that enhances vision and planning.

ATTACHED EXHIBITS:

BILL NO. 5846

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE CONTRACT FOR THE EXPENDITURE FROM THE CITY'S TOURISM TAX CONTINGENCY FUND TO THE BRANSON CHAMBER OF COMMERCE AND CONVENTION & VISITORS BUREAU AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of has held 2% of tourism tax marketing revenues as a contingency to be utilized for special tourism promotional projects authorized by the Board; and

WHEREAS, the Board of Aldermen wishes to authorize the expenditure of these tourism tax contingency funds for the Branson Chamber of Commerce and Convention & Visitors Bureau ;and

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

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

Section 1: The Board of Aldermen hereby approves the contract with the Branson Chamber of Commerce and Convention & Visitors Bureau for a marketing program in the amount not to exceed \$75,000 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__.

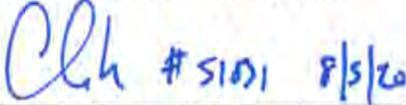
Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this _____ day of _____, 20__.

E. Edd Akers
Mayor

ATTEST:

Lisa K. Westfall
City Clerk

APPROVED AS TO FORM:


Chris Lebeck #51831
City Attorney

Master Contract Number: _____

BRANSON/LAKES AREA CHAMBER OF COMMERCE AND CONVENTION AND VISITORS BUREAU, INC. AGREEMENT FOR THE USE OF TOURISM TAX CONTINGENCY FUNDS

THIS AGREEMENT, made as of the 30 day of July, 2020 between the City of Branson, a municipal corporation (hereinafter referred to as the "City"), and the Branson/Lakes Area Chamber of Commerce and Convention and Visitors Bureau, Inc. (hereinafter referred to as ("BCCVB").

WHEREAS, the City allocates \$125,000.00 annually of the City's tourism tax marketing funds as a contingency to be utilized for special tourism promotional projects authorized by the Board of Aldermen; and

WHEREAS, BCCVB shall execute a scalable approach marketing program for the Branson community; and

WHEREAS, the marketing program should provide new insight and options for the future to rebuild Branson's tourism industry; and

WHEREAS, the Board of Aldermen has authorized expenditure of the City's tourism tax contingency funds to the BCCVB for expenses incurred for advertising, marketing and production of the marketing program, such funds not in any case to exceed Seventy Five Thousand Dollars (\$75,000.00).

NOW, THEREFORE, for the consideration herein expressed the City agrees to commit Seventy Five Thousand Dollars (\$75,000.00) for advertising, marketing and production expenses relating to the new marketing program.

1. **QUALIFIED EXPENSES.** This Agreement authorizes payment of Seventy Five Thousand Dollars (\$75,000.00) of contingency funds to BCCVB for use in advertising, marketing and production for the new marketing program upon submission of receipts and invoices. A copy of the proposal submitted by BCCVB to the City is attached hereto and incorporated herein as Exhibit "A".
2. **COMMITMENT TO SEEK CONTRIBUTIONS/ SURPLUS FUNDS.**
The BCCVB shall continue to seek monetary contributions and sponsorships from other sources so that the new marketing program will be successful. If there are surplus funds from the BCCVB so that the BCCVB would make a profit from this new marketing program beyond the expenses provided in the proposal to the Board of Aldermen, the City of Branson shall have first priority over all other entities or individuals for reimbursement of the surplus funds up to and including the Seventy Five Thousand Dollars (\$75,000.00) previously paid by the City to the BCCVB. In the event that the BCCVB new marketing program does not occur, or any other conditions cannot be met, the City will be refunded the full amount of all monies paid by the City.
3. **RELATIONSHIP OF THE PARTIES.** This Agreement does not create a joint venture, partnership or any other relationship between the parties. It is the express purpose of this Agreement to memorialize a one time, non-renewable conveyance of funds from the City of Branson to the BCCVB for the new marketing program. It is understood that all permits required by the City if applicable will need to be obtained.

4. **LIABILITY AND INDEMNITY.** The parties mutually agree to the following:
 - a. In no event shall the City be liable to the BCCVB 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 Agreement. The maximum liability of the City shall be limited to the amount of money to be paid by the City under this Agreement.
 - b. The BCCVB shall defend, indemnify, and hold the City harmless from and against all claims, losses, and liabilities arising out of personal injuries, including death, and damage to property which are caused by, associated with or in any way connected to the new marketing program and/or any entities or individuals associated with or participating in the new marketing program. BCCVB 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 Agreement to the BCCVB.
5. **INSURANCE.** The BCCVB shall procure and maintain all insurance (if applicable) to satisfy requirements, and to protect the City from any liability exposure resulting from the new marketing program.
6. **TERMINATION OF AGREEMENT.** The parties mutually agree to the following:
 - a. Termination for breach. Failure of the BCCVB to fulfill their obligations under this Agreement in a timely and satisfactory manner shall constitute a breach of the Agreement, and the City shall thereupon have the right to immediately terminate the Agreement. The City shall give written notice of termination to the BCCVB by U.S. mail or by hand delivering a copy of the same. City shall be refunded the full amount of all monies paid by the City in the event that City terminated this Agreement. The BCCVB shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the Agreement.
 - b. Right to terminate in the absence of breach. The City may terminate this Agreement for any reason, by serving notice of intent to terminate upon the BCCVB by the means specified in the preceding paragraph. Such notice shall specify the date of termination, but in no event shall the City terminate the Agreement under this provision upon less than thirty (30) days' notice to the BCCVB.
 - c. Surviving Terms. Notwithstanding any provisions to the contrary, provisions pertaining to liability and indemnity shall survive the termination of this Agreement.
7. **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.
8. **REPORTING REQUIREMENT.** The BCCVB shall, upon request by the City, provide a report to the City on the financial success or failure of the new marketing program.
9. **SEVERABILITY.** If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

APPLICATION FOR TOURISM TAX CONTINGENCY FUNDS

Overview:

The Branson Board of Aldermen established a set-aside of the City's tourism tax marketing revenues ("Contingency Fund") to fund special attractions, events, projects and activities designed to attract additional visitors to Branson and provide increased exposure and added marketing and promotional value for the City. These funds are available in recognition that possible visitor attraction, marketing and promotional opportunities may present themselves to the City but require financial assistance to be successful as projects or one-time event and attraction or to become successfully established as a self-supporting and reoccurring event or attraction.

Guidelines:

1. Applications for funding shall only be accepted from organizations that have a not-for-profit designation. **The Branson Chamber & CVB has a not-for-profit designation of 501(c)(6).**
2. Individuals may apply for funding only if there is clearly no personal financial gain or benefit to the individual from the event, attraction, or project for which funding is requested. **There is no personal financial gain or benefit that will come from this funding.**
3. The Board of Aldermen does not provide monies from the Contingency Fund to finance ongoing operational expenses for applicant organizations or individuals. **This application is not for ongoing operational expenses.**
4. The Board of Aldermen look favorably on Contingency Fund requests where a portion of the funds needed for the project have already been raised. **Due to COVID-19, our community faces challenges that we have never had before. The Branson business community is looking for and reaching out to the Branson Chamber & CVB to provide new insight and options for the future to rebuild our tourism industry.**
5. Funding will only be considered if the event, attraction, or project cannot happen without the assistance of Contingency Fund monies. **Due to decrease in all tourism-related budgets, we do not have the funds to do this project unless we can utilize contingency funds.**
6. Contingency Funds allocated to the applicant cannot be diverted from their original purpose by the applicant unless approved by the Board of Aldermen. **The funds would only be used for the original purpose; to execute a scalable approach marketing program for the Branson community.**

7. Excess funds generated from the event, attraction or project must be returned to the City up to the amount provided by the City. However, it may be requested by the applicant that the City allow excess revenues generated by the event, attraction or project to be used by the applicant for the specific start-up cost for the same reoccurring event, attraction or project if it can be demonstrated that no other funding opportunities are available and that the event, attraction or project met or exceeded the projected visitor attraction, promotional or marketing estimates. **Understand but not necessarily applicable for this project.**

8. The applicant must be able to show a funding plan that clearly demonstrate that applicant is exhausting all efforts to obtain funding from all other possible revenue sources such as grants, sponsors, etc. **We have exhausted all possible resources and researched similar options for years and feel this is the best opportunity that we have ever been presented.**

9. If monies are provided, applicant will be required to enter into a binding contract defining terms of expenditure and disbursement monies, documentation, accountability, reporting, etc. **Understand and will comply with these requirements.**

Applicant Information:

Name of Organization: Branson Chamber of Commerce and Convention & Visitors Bureau
Street Address: 4100 Gretna Road
City/State/Zip: Branson, MO 65616
Phone Number: 417-337-4682
Email Address: rwood@bransoncvb.com
Primary Contact Person: Rachel Wood
Corporate Status: Active-In Good Standing
State of Incorporation: Missouri
Tax Identification Number: 44-0586242
Amount requested from the Contingency Fund: \$75,000.00

Proposal:

Please provide a written narrative with the following information:

A clear business plan and outline of the event, attraction, or project to be funded.

Obviously, we cannot go back and relaunch our previously planned marketing efforts for 2020-2021. Everything looks different today than it did before. Therefore, we have been researching for quite some time now "What's Next" and what can we do that is new and cutting edge in the marketing space to really up our game over the next 18 months? That brings us to where we are now. We are requesting assistance in launching a new tool for the community with One Direction, One Future, One Purpose, One Objective, One Solution, One Voice, One Goal...All In One Initiative...2020NE!!! SEE EXHIBIT A (outlined plan for project)

A brief history of your organization including development, accomplishments, and mission.

Explore Branson Tourism serves as the official destination management organization (DMO) for the Branson/Lakes Area as appointed by the Missouri Division of Tourism. The goals of the Branson CVB will continue to focus on enhancing the economic health of the entire area and becoming one of America's recognized leaders in tourism and quality of life, for both residents and visitors by telling our story. The staff and advisory committee members are personally committed to the economic well-being of our only client: the Branson/Lakes Area business community. We look forward to building on our momentum and continuing to be an integral part of Branson's long-term success.

Our goals, using research-based marketing data, continue to grow annual visitation to the District; increase visitor spending; and maximize the impact of marketing dollars invested. Signs show an improving tourism climate in Branson, and staff at the Branson CVB have never been more optimistic. We are excited to share these marketing organization highlights:

- The BLACVB maintained its accreditation from Destination Marketing Association International (DMAI) as a "DMAP Certified" destination; less than 10% of DMO's have obtained accreditation.
- Marketing efforts continued to perform well in 2019, as Branson welcomed a record 9.1 million visitors, the most since 1993 when this measurement began. Annual visitation has increased for 6 of the past 7 years, paving the way to our 2019 record. Repeat visitation represented 51% of visits, up 4.5 points over 2018 and up 9 points over the prior two years. Our average visitor returned 2.5 times over the past 12 months.
- The 2019 marketing campaign generated nearly 434,000 incremental visits and produced \$559 million (\$432 million in 2017) in incremental travel dollars. Given the \$5.4 million advertising investment, the campaign's overall return on investment reached \$104 in 2019. The ROI norm for destinations is \$80. This number rose from \$95 in 2018 to \$104 in 2019. New records for Branson.
- In 2019, visitor spending per party equated to \$1,290 up from \$1,030 in 2018 highest ever.
- The average adult age of our visitors decreased to 55 in 2019, the lowest in the past 20 years. This change is driven by an influx of young families with children, who visited in larger numbers, making 2019 the largest ratio of families Branson has ever hosted. We consider this a long-term benefit, as these younger families are the foundation of our future repeat visitors. Branson visitors continue to exhibit strong intentions to return, with 70% indicating they will definitely return next year, only 2% less than last year's 8-year high.
- Based upon reported zip codes, visitation from beyond 300 miles represented 56.6% of all 2019 annual visitation, an increase of 4.2% over 2018. Primary markets (101-300 miles) generated growth of 2.0%, but our core markets (0-100 miles) declined by 2.1% for the same period.
- Regardless of distance, the most popular mode of transportation remained personal vehicles at 83%. However, 4.5% of our travelers did arrive by air – a 0.2% increase over 2018. Our area continues to be a destination that visitors are eager to recommend to their friends and families, as witnessed by our market's continuation of last year's record 61% Net Promoter Score. This score evidences our consistent delivery of desirable and quality visitor experiences.
- Combined spending of \$306 per person and \$982 per party produced the highest overall trip spending level since the Great Recession. Average visitor household income hit an all-time high of \$87,900 in 2019. Leisure travel continues to be visitors'

primary visitation motivation, while live shows continue to be their primary visitation driver, even though the percentage of visitors attending live shows has declined over the past four years as demographics transition. Silver Dollar City and shopping round out the top three “functional” drivers of visitation.

- The U.S. Travel Association forecasts leisure travel growth of 1.5% in 2020, slightly lower than the 1.9% increase predicted for 2019. Business travel is expected to grow by 1.0%, on par with 2019. District travel growth is expected to mirror national trends for the foreseeable future.
- In the coming year, we will focus strong advertising support in the priority markets where our research shows a strong likelihood of reaching high-value consumers. National cable will continue to be used to target first-time visitors. New and return visitation growth will continue to be encouraged using layered multi-media marketing and public relations campaigns in select primary and outer markets to augment our national market exposure. Additional efforts will continue to include both group and individual familiarization tours, participation in regional and national trade shows and events, and continued development of an increasing presence in the continually growing youth sports and student youth travel markets.

The Branson CVB is extremely proud of these accomplishments made by our team of marketing professionals in making Branson a nationally recognized, best-in-class tourism destination. Following are just a few of the accolades in the last three years:

- In 2019 TripAdvisor named Branson #19 of Top 25 US destinations: eight years in a row in top 20
- Realtor.com lists Branson as #1 Top 10 Affordable Lake Towns of 2019
- Southern Living magazine has Branson #5 2018 Best Small Towns for Christmas in the South
- U.S. News & World Report Travel has The National Crafts & Cowboy Festival as one of the nation's top 8 Fall Harvest Festivals in 2018
- Travel & Leisure's 2018 pick for Branson, Missouri for Best Fall Festival in Every State
- 2018 America's 20 Most Kid-Friendly Places for A Family Vacation has Branson at #7
- North American Travel Journalists Association (NATJA) revealed Branson CVB as Grand Prize Winner in 2017 for Destination Marketing for creative and informative marketing: Trifecta! Gold for Vacation Guide; Silver for What's New video; Bronze for Meeting, Convention & Sports Planner
- Trivago.com the Best Value Destinations of 2017 has Branson #1 for the second year in a row.
- In 2017, for the first time in Travel South showcase history, journalist delegates gave the experience in Branson a perfect 5.0 overall ranking

What personnel, resources, and experience does your organization have available to ensure that the project will be carried out according to plan?

See Exhibit B

A description of the people or community that you or your organization serves or benefits.

The Branson/Lakes Area Chamber & CVB is the destination marketing organization (DMO) for the entire Branson community and Taney County, Missouri. The Branson CVB is accredited by the Destination Marketing Accreditation Program (DMAP) of the Destination Marketing Association International, 2025 M Street, N.W., Suite 500, Washington, D.C., 20036, USA, Ph. 202-296-7888.

A list of the expected results if the event, attraction, or project takes place (e.g. number of visitors being brought to Branson, anticipated expenditure amounts, amount of promotional or marketing benefit, etc. that the City will receive).

Based on the personas built during this project, we should see our first-time visitors number grow exponentially due to the ability to duplicate the return visitor's consumer behavior patterns and build audiences that look similar but have never been to Branson before. There is no way to provide an exact number due to the implications of COVID-19. That being said, we are extremely optimistic about this data and how specific we can market once the community receives it. Every Branson business will have access to this information. It will be scalable and available for the entire community to use to better reach their target markets.

Planned changes to the major board, staff, or organizational structure in the next 18months, if any.

Our President & CEO has given his resignation but is still with the organization at this time. Jonas Arjes will be the Interim President & CEO while a National search is conducted.

Short and Long-term strategies for funding this event, attraction, or project if more than a one-time occurrence.

If expedited quickly, we can get these personas developed to use for our Fall and Christmas campaigns this year. Obviously, our main focus will be to fine tune these personas to "knock it out of the park" for 2020.

What is the anticipated return on investment ("ROI") for this event, attraction or project and quantify how you will measure the return?

We can provide in specific detail the data and research showing our Key Performance Indicators, along with our yearly Marketing & Media Effectiveness Study and Quarterly Reports.

Please provide the following:

- The most recent audited financial statements (if available, if not available please explain). See Exhibit C
- The current operating budget for the organization. See Exhibit D
- Event, attraction, or project budget. \$75,000.00

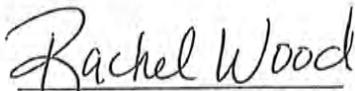
- IRS determination letter of not-for-profit. **See Exhibit E**
- A copy of the organizations certificate of good standing. **See Exhibit F**
- A copy of the organizations most recent annual report. **Not applicable**

Reporting Process:

An applicant that receives Contingency Funds must use those funds as approved by the Board of Aldermen. A contract will be drawn between the City of Branson and the Applicant that outlines the requirements for the use of these funds, use of excess funds if any, dissemination of funds, accountability, reporting requirements, etc. If Contingency Funds are received, applicant will submit a report to the Board of Aldermen following the completion on the event, attraction or project as agreed upon in the contract so that the Board of Aldermen can evaluate the success of the event, attraction or project.

Acknowledgement Agreement

The applicant certifies that all information provided in this application is true and complete.



Applicant's signature

Please mail information to:

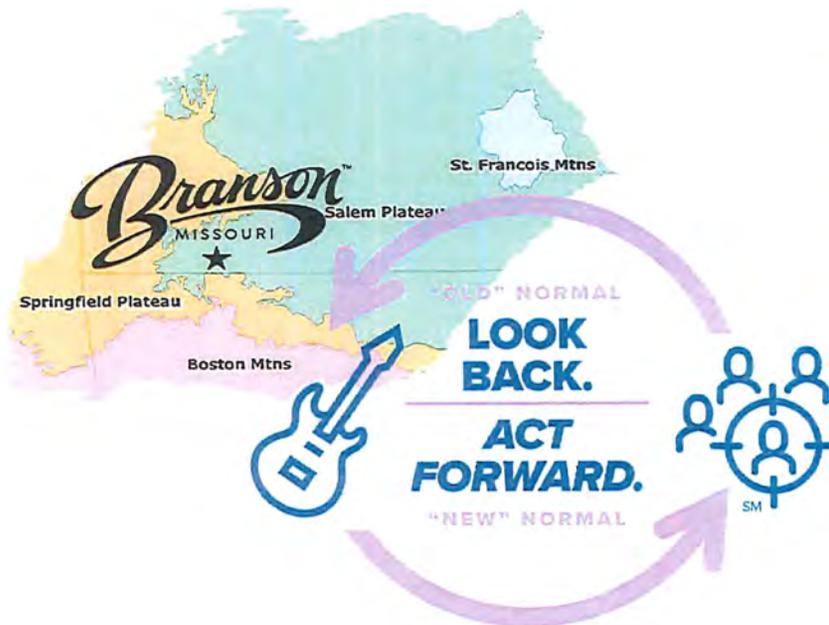
City of Branson
110 West Maddux Street Suite 200
Branson, Missouri 65616

Tourism Contingency Fund Application- Business Plan



2021 **LINE**

BRANSON/LAKES AREA PROPOSAL



Activation Plan for balance of 2020

Goal 2021 : Best Year Ever!

One-Branson Path

The CofC and CVB provide all Branson and Lakes Area businesses the insights and tools to reinvent themselves with the people that know them the best – *past guests and visitors.*



WHYSDOM
CONVENIENCE—26.8%
 HYPER-LIFE PERSONA

The Immediate
 “Hyper-life consumers find 24-hour solutions.”

The Immediate just needs a solution now. Whatever the problem, they are looking for someone to offer something to fix what they need in the most convenient way possible.

The Immediate – 26.8%
 HYPER-LIFE PERSONA

“Hyper-life consumers find 24-hour solutions.”
The Immediate just needs a solution now. Whatever the problem, they are looking for someone to offer something to fix what they need in the most convenient way possible.

CONVENIENCE
 HYPER-LIFE PERSONA

App Observations

- Intent:**
 - Research
 - Education
 - Connectivity
- On-Demand Services:**
 - Access
 - Control
- Interest:**
 - Video
 - Finance
- Engagement:**
 - Independent
 - Autonomy
- Content Focus:**
 - Technology
 - Entertainment

Insights Activation & Application

How to Engage this Target:

- Be prepared to react to requests as they come in.
- Be proactive in anticipating some of their needs and factors that an advertiser can control.
- Offer immediate assistance in the event of a quantity up- or down-turn and secure future messaging.

How to Deliver Against Expectations:

- Recognize that this group has a single focus, action and interest set.
- Think they are ready, they may not know how to get it or what they need, so be prepared to do the heavy lifting for them, but it is required.
- They will take advice, just need to stay consistent at the same time.

Approach: It's hard to get this group, so focus on content driven by convenience to be the best of both worlds. They are most likely to use for mobile between home and some ability to share.

Key Words: Now, Today, Need

Select the personas that best represents your customer profiles, and craft appropriate messaging based on their needs, interests, and hobbies.

Online media placement made easy with persona aligned digital publishers*

WHYSDOM
CONVENIENCE
 HYPER-LIFE PERSONA

The Immediate
 1st Party Demographics

Example Key Device Data

Visitor Insights:

- Relevant
- Measurable
- Actionable

Deliverables to all Branson and Lakes Area Businesses

Post-shutdown real-person visitor profiles, in the form of personas, created expressly to be used as a content creative brief and digital media planning and buying guide.

WHYSDOM

Client Audiences

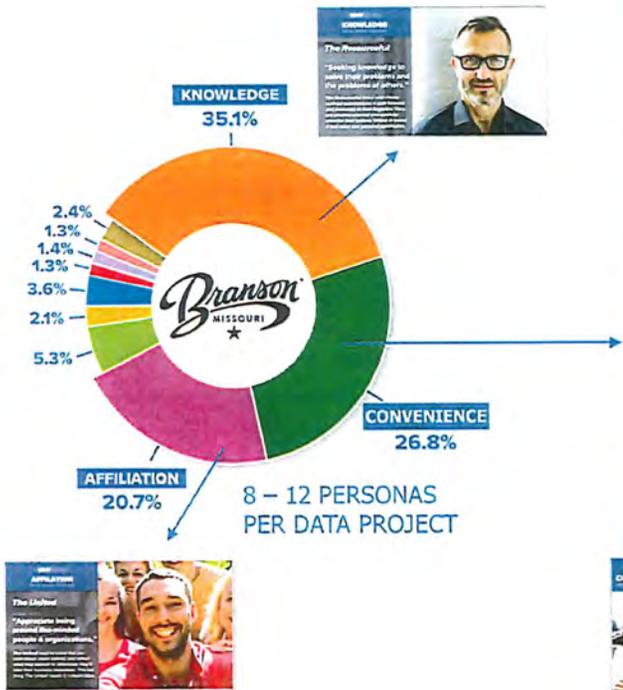
- PERSONA A
- PERSONA B
- PERSONA C

Partner Configuration

facebook

Persona audiences available at a CPM rate and commissionable to advertising agencies, or available through WHYSDOM managed services.

PERSONA EXAMPLE



<WHYSDOM>

CONVENIENCE—26.8%

DRIVER-BASED PERSONA

The Immediate

HUMAN TRUTH:

“Hyper-life consumers find 24-hour solutions.”

The Immediate just needs a solution now. Whatever the problem, they are looking for someone to offer something to fix what they need in the most convenient way possible.

- App observations
 - Core behavior
 - Interests & hobbies
 - Content focus
 - Target expectations
- Insights activation
 - Application
 - Engagement/Approach
 - Key words
- Brand approach
 - Brand goal
 - Brand activation examples
- 1st Party demographics
 - Top app categories
 - Points of interest
 - Primary Device
 - Language

"Old" Normal 2019 Behavior Into "New" Normal Benchmark

56%
(approx. 6mm 2019)

44%
(approx. 3mm 2019)



Geofence Branson/Lakes Area

Gather pre-pandemic Branson visitor device IDs within entire 2019 season

Filter and determine only visitor device IDs

within 300 mile radius of Branson
(44% of 2019 visitor population – approx. 3mm)

Segment visitor IDs into Persona post-shutdown behavior segments (who they are now)

Convert segments into Persona audiences aligned with digital publishers for each persona audience

➔ **"New" Normal Branson Personas used for message development, innovation, and media planning.**



* 2019 Branson Year-end Marketing Report

PHASE 1 REGIONAL CAMPAIGN – 300 Mile Radius

One-Branson Path-to-Recovery

Critical timeline for a successful

- 2020 Activation Plan
- 2021 Launch Best Year Ever foundation



**June –
Persona Introduction
to Community Partners**



**September –
Branson Persona
Presentation
to Community**



**Guide to
how to
apply
Personas
for a Quicker
Recovery
(Optional)**

*Partner
Online
Advertising*



**Pre-Lockdown
Look Back –
Gather Visitor
Device IDs by Season**

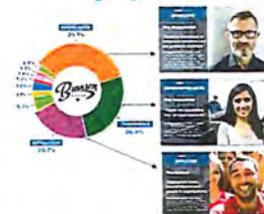


**March – May
Lockdown**

**June – July Pre-Pandemic Visitor Device IDs
Converted into Post-Lockdown Affinity
Target Segments**



**August -
Target Segments
Into Persona**



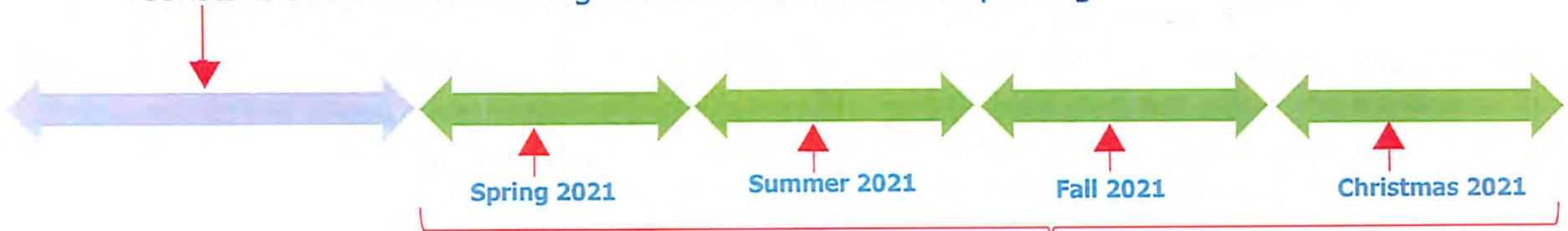
*CofC & CVB
Partner
Activation*

PHASE 2 NATIONAL CAMPAIGN

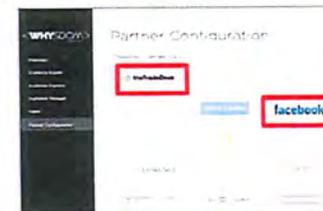
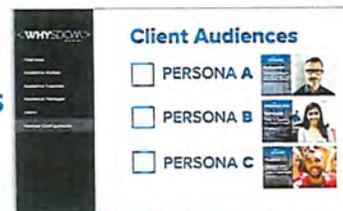
New National Target

2021

- 9,000,000 2019 Branson Visitors
- Plus all 2020 Branson Visitors
- Constant Geofence Monitoring and Audience Behavior Updating



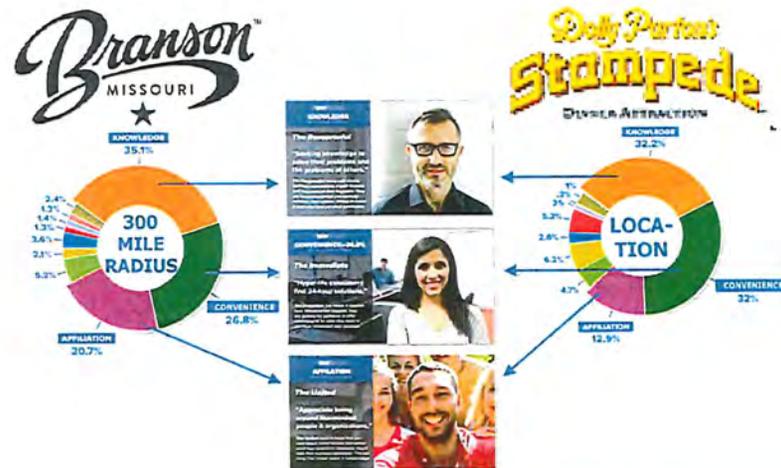
National Persona Continuous Improvement Audience Behavior Updates



OPTIONAL PERSONA OFFER TO ATTRACTIONS

Branson/Lakes Area Attraction Personas

- Lat/long Look Back for Stampede
- Device ID's, app filtered
- Sub-dividing general Branson data pull
- Personas specific to business location



BRAND/Attraction Alignment with Branso Personas as a whole

Custom Audience Identification

"Dolly Parton Stampede Past Guests Personas"

Persona Analytics & Training provided to:

Agency Partners Research
Brand Marketing Media

Deliverables:

Foundation Insights 8 – 12 personas
Persona Audiences Publisher dashboard
Training

Candidates:

Golf Courses Marinas
Theme Parks Attractions
Camp Grounds Hotels
Sport Complexes

WHYSDOM Data Privacy & Security

To make sure we are protecting the privacy of consumers, we use data that is transparent (aggregated), anonymous and adheres to all PII (Personal Identifiable Information) laws and standards. This (observed) device data allows us to categorize large groups into segments with similar behavioral needs and drivers, leading to the development of distinct audience personas.

Our enterprise app-development platform is Heroku. It is fully-managed, regularly performs audits, and maintains PCI, HIPAA, ISO, and SOC compliance.



Standards, Regulations & Certifications



The WHYSDOM Platform utilizes a myriad of data from industry leading partners, where privacy is core to their business, to create a unique data set. Our process combines AI (artificial intelligence) with HI (human intelligence) analysis, at scale, allowing us to uncover the “Whys” that drive relevant engagement.

Data Security

In the course of this work, WHYSDOM develops, implements and maintains all necessary and appropriate policies, procedures, programs, and other security and integrity measures effective in preventing unauthorized use or disclosure of Customer Data. In addition, we require that all subcontractors and third parties (if any) performing or providing products do the same.

Privacy Regulation Statement

To the extent applicable to each Party’s performance and obligations under this Agreement, Company and Customer shall adhere to any applicable privacy laws,

regulations, codes, and self-regulatory guidelines. During the Term and in the course of the obligations under this Agreement, neither Party shall use, collect, transmit, provide, or otherwise make available “sensitive information,” which is defined as the following: Personally Identifiable Information about a natural person: his or her financial account numbers, insurance plan numbers, precise information about health or medical conditions, and government-issued identifiers (such as a Social Security number), as well as those elements described as sensitive information under the NAI code.

Data Center Security

Our data partner processes and stores data on servers located in the United States. Google Cloud services provides all public-facing data ingestion points and public web services. All data processing and storage occurs within high security data centers that are, at a minimum, certified SSAE16 Type II SOC 2.



RACHEL WOOD

Chief Marketing Officer

A Branson native, Rachel graduated from Missouri State University with a Bachelor of Science in Accounting with an emphasis in Internal Audit and a Minor in Operations Management. She became the Chief Marketing Officer for the Branson/Lakes Area Convention & Visitors Bureau a little over a year ago. Rachel is charged with providing strategic marketing leadership for the organization. She is also responsible for the oversight of the CVB's paid media, advertising creative, public relations, brand development and management, publications and interactive direction and functions.

Prior to her move to the Branson CVB, Rachel managed a successful hotel/restaurant property in Branson before she went on to serve as Deputy Director of Air Service Development and Marketing at the Branson Airport, the first private commercial airport in the country. She was instrumental in attracting Southwest Airlines and Frontier Airlines to the Branson market. She was recognized by her colleagues as one of "40 Under 40" in the aviation industry.

Her volunteer service includes board service (among others) with the Boys and Girls Club, the Tri-Lakes Women's Initiative, the Branson Lakes/Area Lodging Association, the Branson Chamber, the District Marketing Council and the Branson/Lakes Area Tourism Community Enhancement District (TCED).

Job Responsibilities

- Confers with President and CFO to coordinate and prioritize planning for future direction and operation of the organization
- Oversees the operations of the CVB and carries out supervisory responsibilities in accordance with the organization's policies and applicable laws, including interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints
- Analyzes workload and personnel needs of the CVB when appropriate
- Develops, activates and manages vendor contracts and oversees contract compliance
- Works with staff, consultants and community marketing committees to grow and develop tourism product and enhance existing product
- Works with staff, consultants and community marketing committees; develops and oversees implementation of the organization's strategic plan; creates and oversees the BLACVB's annual marketing plan, including television, radio, print and web advertising, public relations, brand development and management; advertising creative, creation and distribution of publications; direct mail programs, website development, and communications and media relations
- Works with consultants to create, monitor and analyze multiple research projects used to drive marketing goals and objectives
- Prepares and delivers the annual CVB marketing presentation
- Monitors department revenues/expenses and compares budgeted figures to actual administrative operations/costs; prepares explanations for the budget variance report provided to the Financial Oversight Committee monthly
- Assists the Chief Financial Officer in the preparation of the annual budget
- Prepares matching grant proposals, quarterly billings and project summary to the MDT
- Presents monthly and quarterly reports to the City of Branson, the Tourism Community Enhancement Tax Board, and various Branson Tourism industry councils and committees
- Represents BLACVB regionally and nationally within the tourism and travel industry by attending conferences, educational training and participating in ongoing networking



SAMANTHA GUTTING

Senior Vice President/Chief Sales Officer

Samantha Gutting grew up in the Branson area, and after college, she left southwest Missouri for an exciting career in the hotel sales and event industry. From the Ritz-Carlton Hotels to owning her own event design company, her work has taken her from St. Louis to Boston, New York and Dallas. Yet none of those amazing places took her heart away from Branson and Table Rock Lake. Returning to Branson to raise her son 14 years ago, Samantha started her own business and two years ago she joined the Branson/Lakes Area Chamber of Commerce and CVB. She is doing what she loves best – engaging people from around the world and showcasing her beautiful hometown. She is a self-proclaimed “lake junkie” who loves the outdoors, eating amazing food and traveling with her son, Paul.

Job Responsibilities

- Confers with CEO in shaping and executing future strategy of Branson Lakes Area Chamber of Commerce and Convention & Visitors Bureau with primary focus in Finance, Staff and Sales initiatives
- Oversees Finance Department including budget preparation and internal audit functions, analyze projection of sales and profit against actual figures and budgeted expenses against final totals
- Produces and presents monthly and annual financial reports to the Chamber of Commerce and Tourism Community Enhancement District Finance Oversight Committees and Boards of Directors
- Oversees Human Resources department including payroll, insurance (health and property), retirement and overall staffing issues
- Oversees all functions of the Meeting and Convention Sales Department and Sports Marketing and Development



LYNN BERRY

Director of Communications

A native of Ft. Worth, Lynn Berry earned a B.A. in English at the University of Texas–Arlington and began her communications career with Texas Instruments in Houston. In 1982, she moved into tourism with the City of Eureka Springs, Arkansas. An offer from Auburn University moved her to Alabama in 1992, where she ultimately became Vice President of Marketing for Auburn Sports. In 2000, a call from the mayor of Eureka Springs asked that she return as the Marketing Director for the City and was subsequently named Executive Director for Tourism in 2004. Lynn joined the Branson/Lakes Area Chamber of Commerce and Convention & Visitors

Bureau as the Director of Public Relations in 2007 and was named Director of Communications in 2014. Working with staff, consultants and community committees, Lynn oversees the public relations, publicity and media relations team.

Job Responsibilities

- Develops and maintains good working relations with the media, including local and national newspapers, magazines, bloggers, radio and television to generate coverage of the Branson/Lakes Area
- Oversees all communications with the national, regional and local media
- Under the guidance of the PR Committee, explores all opportunities to expand Branson's media exposure
- Develops and hosts themed familiarization tours for VIPs, travel, entertainment and features editors/journalists seven times annually; also arranges familiarization tour itineraries for visiting journalists including accommodations, entertainment and other activities
- Develops and supervises production of press kits, press releases, publicity brochures, handouts, direct mail leaflets, promotional videos, photographs, films or other multimedia programs
- Updates local, regional and national travel trade media lists on a monthly basis
- Assists with Chamber-sponsored and seasonal tourism events with special press releases and on-site media visits
- Manages production of annual Vacation Guide publication, including advertising renewals, sales tracking, ad placement layout, distribution, and working with CVB staff and Vacation Guide Committee on design and copy content
- Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws, including interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.



LENNI NEIMEYER

Director of Leisure Group Sales

Since 2004, Lenni serves as Director of Leisure Group Sales and, works in cooperation with member committees and staff to oversee the daily operations of the leisure group sales department, which consists of a leisure group sales manager and leisure group sales coordinator. Under her supervision, the Branson CVB has developed an aggressive sales and marketing program geared toward the leisure group travel market, as she is driven and motivated to grow group business through Tour Operators, Travel Agents, Student/Youth Groups, Affinity Groups and Reunion Groups. Lenni's 28 years of experience working in the Branson group sales hospitality industry includes 20 years at Silver Dollar City, five of those years at the Grand Palace Theater, two years at Great Southern Travel and four years as the owner of her own Group Sales/Marketing company. She is an American Bus Association Certified Travel Industry Specialist, a Student Youth Travel Association Certified Student Travel Professional and has her Travel Agent Proficiency certification.

Job Responsibilities

- Works with the DSMC committee chairs and attendees to develop and execute the actions plans and budgets for the various DSMC markets
- Implements the annual DSMC action plans for all leisure markets: manages trade media/paid advertisements for trade publications; participates in sponsorships at sales conferences; develops profile sheets, direct mail campaigns and sales collateral; produces posters, brochure shells and new sales tools
- Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws, including interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems
- Promotes Branson as a group sales destination by participating in local, regional, national and international travel trade shows, sales conferences, marketplaces and conventions
- Manages all major motorcoach trade show sponsorships, serving as the primary contact to sell co-sponsorships, set up trade show booth and provide promotional materials
- Develops sales tracking methods for all Leisure Group Sales Markets, analyzing the results and making recommendations to the DSMC committees and CVB management
- Maintains Group Sales database for tour operators, travel agents and group leaders
- Maintains business database for sales leads, RFPs, meeting notes, and monthly RFP reports
- Schedules, implements and provides meeting notes for the leisure group markets
- Produces the Weekly Sales Leads program that includes daily inbound/outbound sales calls
- Develops, produces, and sells paid advertisements for the leisure sales publications
- Develops and implements FAM tours for specific markets and promotes sponsorship opportunities to area businesses
- Produces monthly RFI & RFP summary reports



TERRA ALPHONSO

Director of Sports Marketing & Development

A native of Missouri, Terra Alphonso is a graduate of Missouri State University, where she completed her MBA in 1.5 years while working as a Marketing/ Event Coordinator for Fox & Hound. During this time, she was also a Graduate Assistant in the Alumni Relations Department at MSU and promoted the MSU Women's Soccer team. She began her career with the Branson CVB in 2010, working in the hospitality industry for over 15 years. She has her Certification as a Meeting Professional (CMP) and is a Certified Sports Event Executive (CSEE) a designation of the Sports Events & Tourism Association. Terra completed the Branson Leadership Academy and

was recognized among Today's Industry Leaders by Sports Destination Management Magazine in 2013 and 2014. She has also served on the Advisory Committee for the U.S. Sports Congress Forum.

Job Responsibilities

- Oversees strategic plan to build additional sport's facilities
- Coordinates city-wide events with Branson Convention Center and other facilities
- Pursues sales leads and conducts sales calls; maintains mailing lists and manages contacts and information in the IDSS database
- Promotes Branson to the sports markets by participating in local, regional, national and international travel trade shows, sales conferences, marketplaces and conventions
- Develops and maintains relationships with local, regional and national corporate, media and political partners; works with the Sports Advisory Task Force and other area stakeholders to promote Branson
- Works with the CVB advertising agency in the marketing planning process to ensure that sports' advertising is aligned with marketing plan objectives
- Cooperates with community partners to coordinate sports-related city-wide events
- Oversees publications, presentations, articles and other communications (including web-based and other social media) to disseminate and promote the sports division of the CVB
- Develops and maintain annual operating budget for the sports division of the organization
- Represents at sports-related trade shows and develops relationships with potential clients
- Identifies new opportunities in sports to leverage resources in an effort to maximize the impact of marketing and promotions for Branson/Lakes Area
- Discovers and recruits sporting events that fit CVB goals and generate incremental travel to Branson/Lakes Area, driving direct visitor spending and increasing economic impact
- Prepares and presents bids to organizations that host/manage sports events
- Coordinates site visits for the sports division of the CVB
- Defines and implements projects to simplify the sports organizers selection process
- Works with sports committee to define funding criteria for sports events, reviewing and changing as necessary; provides oversight and guidance on development of programs
- Evaluates and reports on ROI of events including economic impact
- Provides vision and strategic insight to sports committee for fulfilling the CVB mission
- Works with the Sports Committee Chair to structure and guide quarterly meetings allowing opportunity for discussion and input on strategic objectives



CASSANDRA VASQUEZ

Manager of Digital Marketing

With a Bachelor of Arts degree in Public Relations and Communication from College of the Ozarks, Cassandra delivers insight into current digital trends and best practices for the CVB. She is a communication enthusiast and nightly news reader; she sets the strategy and direction for the DMO's digital marketing efforts. She's been actively involved in the Branson community for the last five years contributing by facilitating college orientation programs, mentoring high school students and serving on the Tri-Lakes Women's Initiative board. When not driving tourism to Branson through digital marketing, Cassandra is often spotted sitting down for a cup of coffee at a local shop, diving into industry courses, and gallivanting through town – and she's "just getting started."

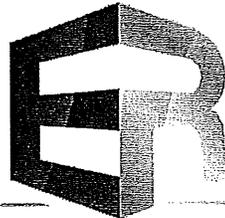
Job Responsibilities

- Maintains all information on the CVB's website
- Ensures that website content is consistent with CVB's destination marketing campaign
- Refreshes website content to ensure accuracy and timeliness of information and images
- Generates and analyzes traffic reports and recommends program changes
- Works closely with the network administrator to provide recommendations on how to merge latest technology with marketing goals, objectives, plans and strategies
- Researches, evaluates and implements appropriate promotional programs to attract users to the website, including hyperlinks and cooperative partnerships
- Remains up-to-date on the latest technologies and trends, including scripting, security issues, e-commerce, authoring tools and graphic design tools
- Create original, exciting, relevant and timely content for use on the ExploreBranson.com website and blog, as well as on Branson's social media channels, and update existing content as needed
- Capture footage and photography from events, attractions, activities, partners, etc. and create multimedia videos or slideshows that highlight the destination
- Maintain an editorial calendar for online publications, such as the monthly e-Connection email newsletter; Write, compile and edit the content for these publications
- Contact and work with third-party Internet sites (blogs, travel guides, booking sites, tourism sites, etc.) to correct errors, provide additional information, improve placement and otherwise maintain an accurate and positive image of Branson
- Update and maintain the ExploreBranson.com media page with press releases, "In the News" articles, links, etc.
- Maintain the calendar of events entries on ExploreBranson.com.
- Provide monthly reports about social media channels, blogging and other activities for use in board and committee reports

BRANSON/LAKES AREA CHAMBER OF COMMERCE
AND AFFILIATE

COMBINED FINANCIAL STATEMENTS

DECEMBER 31, 2018



**ELLIOTT, ROBINSON
& COMPANY, LLP**

CERTIFIED PUBLIC ACCOUNTANTS

TRUSTED BUSINESS ADVISORS

CERTIFIED PUBLIC ACCOUNTANTS AND TRUSTED BUSINESS ADVISORS
2305 S. BLACKMAN ROAD, SUITE D • SPRINGFIELD, MO 65809 • 417.887.0585 • 417.887.0619
215 W COLLEGE STREET • BRANSON, MO 65616 • 417.337.4169 • 417.339.4669 • ERCPA.COM



**ELLIOTT, ROBINSON
& COMPANY, LLP**

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Branson/Lakes Area Chamber of Commerce
and Affiliate
Branson, MO

Report on the Financial Statements

We have audited the accompanying financial statements of Branson/Lakes Area Chamber of Commerce and Affiliate (a nonprofit organization), Case No. 30-007-440586242, which comprise the combined statement of financial position as of December 31, 2018, and the related combined statements of activities and change in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the combined financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these combined financial statements based on our audit. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the combined financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the combined financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the combined financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation and fair presentation of the combined financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the combined financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of Branson/Lakes Area Chamber of Commerce and Affiliate as of December 31, 2018, and the changes in their net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Supplementary and Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplementary schedules and combining financial statements are presented for purposes of additional analysis and is not a required part of the combined financial statements.

The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and is also not a required part of the combined financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the accompanying additional information is fairly stated in all material respects in relation to the combined financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated August 21, 2019, on our consideration Branson/Lakes Area Chamber of Commerce and Affiliate's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Branson/Lakes Area Chamber of Commerce and Affiliate's internal control over financial reporting and compliance.

Elliott, Robinson & Company, LLP

Springfield, Missouri
August 21, 2019

BRANSON/LAKES AREA CHAMBER OF COMMERCE AND AFFILIATE
 COMBINED STATEMENT OF FINANCIAL POSITION
 DECEMBER 31, 2018

<u>ASSETS</u>	<u>2018</u>
Current Assets	
Cash and cash equivalents	\$ 544,256
Accounts receivable - net of allowance for doubtful accounts	1,256,597
Prepaid expense	19,910
Total Current Assets	<u>1,820,763</u>
Property and Equipment	
Land	996,605
Building and improvements	3,533,497
Furniture and equipment	178,701
Total Property and Equipment	<u>4,708,803</u>
Accumulated depreciation	<u>(1,026,627)</u>
Net Property and Equipment	<u>3,682,176</u>
Other Assets	
Other	455
Total Other Assets	<u>455</u>
Total Assets	<u>\$ 5,503,394</u>
 <u>LIABILITIES AND NET ASSETS</u> 	
Current Liabilities	
Accounts payable	\$ 854,769
Accrued payroll	71,007
Current portion of long term debt	136,209
Deferred revenue	462,961
Total Current Liabilities	<u>1,524,946</u>
Non-Current Liabilities	
Note payable, net of current portion	<u>797,427</u>
Total Non-Current Liabilities	<u>797,427</u>
Net Assets	
Without donor restrictions	
Undesignated	3,056,021
Designated by the board for airport risk mitigation	125,000
Total Net Assets	<u>3,181,021</u>
Total Liabilities and Net Assets	<u>\$ 5,503,394</u>

See accompanying accountants' report and notes to financial statements.

**BRANSON/LAKES AREA CHAMBER OF COMMERCE AND AFFILIATE
 COMBINED STATEMENT OF ACTIVITIES AND CHANGE IN NET ASSETS
 YEAR ENDED DECEMBER 31, 2018**

	2018
SUPPORT AND REVENUE	
Chamber dues and fees	\$ 960,485
Tax funded CVB	11,024,747
Taney County Partnership	372,137
Interest income	161
Loss on sale of asset	(559)
TOTAL SUPPORT AND REVENUE	12,356,971
 EXPENSES	
Program services & supporting activities:	
Chamber	964,777
Tax funded CVB	10,786,961
Chamber funded CVB	2,862
Taney County Partnership	451,361
TOTAL EXPENSES	12,205,961
 CHANGE IN NET ASSETS	\$ 151,010
 NET ASSETS AT BEGINNING OF YEAR - ORIGINALLY STATED	\$ 2,993,775
PRIOR PERIOD ADJUSTMENT - NOTE 12	36,236
NET ASSETS AT BEGINNING OF YEAR - RESTATED	3,030,011
CHANGE IN NET ASSETS	151,010
NET ASSETS AT END OF YEAR	\$ 3,181,021

See accompanying accountants' report and notes to financial statements.

BRANSON/LAKES AREA CHAMBER OF COMMERCE AND AFFILIATE
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES
 YEAR ENDED DECEMBER 31, 2018

	2018		<u>Total</u>
	<u>Program Service</u>	<u>Management and General</u>	
Salaries	\$ 937,393	906,802	1,844,195
Building operations	7,566	68,090	75,656
Welcome Center	2,862	-	2,862
Office operations	65,846	80,156	146,002
Professional expenses	56,580	52,783	109,363
Association dues (non-marketing)	12,469	3,117	15,586
Advertising and marketing	8,277,856	-	8,277,856
Website	167,280	-	167,280
Consumer response operations	142,258	-	142,258
Publications	407,695	-	407,695
Legislative	30,014	3,335	33,349
Member programs	157,728	56,502	214,230
Business community relations	109,194	2,237	111,431
Education/training	1,719	6,249	7,968
Mtg/conferences/travel	70,651	5,510	76,161
Miscellaneous	40,793	128,591	169,384
Depreciation	5,471	49,235	54,706
Bad debt	156,046	-	156,046
Opportunity fund and event support	97,529	-	97,529
Programs/events	96,352	52	96,404
Total Expenses	<u>\$ 10,843,302</u>	<u>1,362,659</u>	<u>12,205,961</u>

See accompanying accountants' report and notes to financial statements.

**BRANSON/LAKES AREA CHAMBER OF COMMERCE AND AFFILIATE
 COMBINED STATEMENT OF CASH FLOWS
 YEAR ENDED DECEMBER 31, 2018**

	2018
CASH FLOWS FROM OPERATING ACTIVITIES	
Increase in net assets	\$ 151,010
Non-cash items included in net increase:	
Depreciation	54,706
Loss on asset retirement	559
(Increase) decrease in operating assets	
Accounts receivable	(336,879)
Prepaid expenses	(3,083)
Other assets	3,533
Increase in operating liabilities	
Accounts payable	284,456
Accrued payroll	839
Deferred revenue	5,830
Net Cash Provided by Operating Activities	160,971
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchase of property and equipment	(2,251,008)
Net Cash (Used) by Investing Activities	(2,251,008)
CASH FLOWS FROM FINANCING ACTIVITIES	
Proceeds from construction loan	933,636
Net Cash provided by Financing Activities	933,636
NET DECREASE IN CASH	(1,156,401)
CASH AT BEGINNING OF YEAR	1,700,657
CASH AT END OF YEAR	\$ 544,256

See accompanying accountants' report and notes to financial statements.

**BRANSON/LAKES AREA CHAMBER OF COMMERCE AND AFFILIATE
NOTES TO THE COMBINED FINANCIAL STATEMENTS
YEAR ENDED DECEMBER 31, 2018**

NOTE 1: ORGANIZATION

Branson/Lakes Area Chamber of Commerce (the Chamber), a not-for-profit organization, was formed under the laws of the State of Missouri, for the purpose of promoting the general welfare and prosperity of Branson and the Lakes area, and to market the Lakes area for the Branson/Lakes Area Tourism Community Enhancement District (the District) and the City of Branson. Programs provided by the Chamber include publishing of periodicals and distribution of information about local businesses as well as operating a visitor center to provide information to tourists. The Convention and Visitor's Bureau, a division of the Chamber, is under contract with the District to provide a destination marketing program for the District in exchange for the 1% tax generated by the District, less a District administrative fee and additional reserve as determined by the District. The Chamber is also under contract with the City of Branson to provide tourism marketing and promotional services in exchange for 25% of the City's monthly tourism tax collections, less cost of collections and 2% contingency.

Explore Branson Tourism – The Affiliate

On November 1, 2016, Explore Branson Tourism (the Affiliate) entered into a management and operational service agreement with the Chamber to administer the Branson/Lakes Area Tourism Community Enhancement District contract. The Affiliate provides facilitation and management of the expenditures of tax funds and the corresponding receipt of those funds from the District.

NOTE 2: SIGNIFICANT ACCOUNTING POLICIES

A summary of the organization's significant accounting policies consistently applied in the preparation of the accompanying financial statements is as follows:

Basis of Accounting

The organization utilized the accrual basis of accounting, whereby income is recognized as earned and expenses are recognized as obligations are incurred.

Financial Statement Presentation

The Organization presents its financial statements in accordance with accounting principles generally accepted in the United States. Accordingly, the Organization reports information regarding its financial position and activities according to two classes of net assets: (1) without donor restriction; (2) with donor restriction.

Net assets without donor restriction

Net assets without donor restriction include unrestricted resources which represent the portion of funds that are available for the operating objectives of the Organization. The governing Board has designated from net assets without donor restrictions, net assets for airport risk mitigation, with the specific use of attracting and supporting airlines to serve Branson Airport. The Chamber has reserved \$125,000 for this purpose, including \$25,000 allocated from the Taney County Partnership (TCP).

Net assets with donor restriction

Net assets subject to stipulations by donors and grantors. Some donor restrictions may be temporary in nature; those restrictions would be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

BRANSON/LAKES AREA CHAMBER OF COMMERCE AND AFFILIATE
NOTES TO THE COMBINED FINANCIAL STATEMENTS
YEAR ENDED DECEMBER 31, 2018

NOTE 2: SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Net assets with donor restriction (continued)

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

New Accounting Pronouncement

On August 18, 2016, FASB issued ASU 2016-14, Not-for-Profit Entities (Topic 958) – *Presentation of financial statements of Not-for-Profit Entities*. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and the availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. Branson/Lakes Area Chamber of Commerce and Affiliate has adjusted the presentation of these statements accordingly.

Principles of Combination

The Branson/Lakes Area Chamber of Commerce, in accordance with the provisions of American Institute of Certified Public Accountants Statement of Position 94-3, includes the Affiliate in the combined financial statements in which they have an economic interest arising from a contractual relationship. All material inter-organization transactions have been eliminated.

Revenue recognition

Advertising revenue and special event revenues, including the tax funded CVB revenue, are recognized as revenue when earned. Membership dues are recognized as revenue over the time period to which the dues relate.

Revenue received in the current year but restricted for future years is recorded as deferred revenue. After the time restriction has expired, this revenue is recognized.

Functional Expenses

The costs of providing program and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among program services and supporting services (general and administrative). Such allocations are determined by management on a reasonable basis that is consistently applied. Branson/Lakes Area Chamber of Commerce and Affiliate has applied two methodologies for allocation. Marketing expenses are directly allocated to program service. All other expenses are allocated based on time and effort.

Cash and Cash Equivalents

Cash and cash equivalents consist of short-term investments with original maturity of three months or less, cash on deposit, money market funds and certificates of deposit.

Accounts Receivable

Accounts receivable consists primarily of membership dues and tax revenue receivables. The Organization accounts for the potential losses in accounts receivable utilizing the allowance method. Management has provided an allowance for uncollectible accounts at December 31, 2018 of \$55,000. In reviewing aged receivables, management considers their knowledge of customers, historical activity and current economic conditions in establishing the allowance for doubtful accounts. A trade account receivable is charged to the allowance account when management determines the receivable is uncollectible.

**BRANSON/LAKES AREA CHAMBER OF COMMERCE AND AFFILIATE
NOTES TO THE COMBINED FINANCIAL STATEMENTS
YEAR ENDED DECEMBER 31, 2018**

NOTE 2: SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and equipment

Property and equipment are stated at cost. Depreciation is provided principally on the straight-line method for financial reporting purposes at rates based on the following estimated useful lives:

Vehicles	5 years
Furniture and fixtures	5-7 years
Computers and office equipment	3-7 years
Buildings and leasehold improvements	5-39 years

The costs of assets sold or otherwise disposed of and the accumulated depreciation thereon are eliminated from the accounts and the resulting gain or loss is reflected in income, except for gains on assets traded where no cash was received. Expenditures for maintenance and repairs are charged to income as incurred; replacements and betterments that extend the useful lives are capitalized.

Long-lived assets held and used by the Organization are reviewed for impairment whenever events or changes in circumstances indicate that the cost of any long-lived assets may be impaired, and evaluation of recoverability would be performed following generally accepted accounting principles.

The Organization is currently constructing a new building. Construction in progress is \$2,447,422 at December 31, 2018.

Depreciation expense during the year ended December 31, 2018 totaled \$54,706.

Advertising costs

Advertising costs are expensed as incurred. Advertising and marketing expense totaled \$8,277,856 for 2018.

Contributed services

During the year ended December 31, 2018, the value of contributed services meeting the requirements for recognition in the financial statements was not material and has not been recorded in accordance with FASB ASC 958-605, "Revenue Recognition".

Income Taxes

No provision or benefit for income taxes has been included in these financial statements since this is a not-for-profit organization organized under Code Section 501(c)(6) of the Internal Revenue Code, and therefore not subject to income tax. The organization is, however, required to file an annual information tax return with the Internal Revenue Service. For the year ended December 31, 2018, the Organization had no taxable income as a result of its unrelated business activities and has approximately \$1,024,571 of net operating losses to offset future taxable income, a portion of which expires in 2019.

**BRANSON/LAKES AREA CHAMBER OF COMMERCE AND AFFILIATE
NOTES TO THE COMBINED FINANCIAL STATEMENTS
YEAR ENDED DECEMBER 31, 2018**

NOTE 2: SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Uncertain Tax Positions

The organization has evaluated its tax positions for all open tax years. Currently, the tax years open and subject to the Internal Revenue Service are the 2015, 2016, 2017 and 2018 tax years. However, the organization is not currently under audit nor has the organization been contacted by any jurisdiction. Based on the evaluation of the organization's tax positions, management believes all tax positions taken would be upheld under examination. Therefore, no provision for the effects of uncertain tax positions have been recorded for the year ended December 31, 2018.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Date of Management Review

In preparing these financial statements, the organization has evaluated events and transactions for potential recognition or disclosure through August 21, 2019, the date the financial statements were available to be issued.

NOTE 3: LIQUIDITY AND AVAILABILITY

The following represents the Chamber's financial assets at December 31, 2018:

Financial assets at year end:		<u>2018</u>
Cash and cash equivalents		\$ 544,256
Other accounts receivable		153,310
Enhancement tax receivable		474,683
Tourism tax receivable		<u>628,604</u>
Total financial assets		1,800,853
Less amounts not available to be used within one year:		
Board-designated airport risk mitigation		<u>125,000</u>
Financial assets available to meet general expenditures over the next twelve months		<u>\$ 1,675,853</u>

The general operating bank accounts are not subject to donor or other contractual restrictions that make them unavailable for general expenditure within one year of the balance sheet date.

As part of the Chamber's liquidity plan, excess cash is invested in short-term investments with the bank. The Convention and Visitor's Bureau, a division of the Chamber, is under contract with the District to provide a destination marketing program for the District in exchange for the 1% tax generated by the District, less a District administrative fee and additional reserve as determined by the District. This contract is effective through December 31, 2019. The Chamber is also under contract with the City of Branson to provide tourism marketing and promotional services in exchange for 25% of the City's monthly tourism tax collections, less cost of collections and 2% contingency. This contract is effective through December 31, 2019.

**BRANSON/LAKES AREA CHAMBER OF COMMERCE AND AFFILIATE
NOTES TO THE COMBINED FINANCIAL STATEMENTS
YEAR ENDED DECEMBER 31, 2018**

NOTE 4: ACCOUNTS RECEIVABLE

A summary of accounts receivable as of December 31, 2018 is as follows:

Accounts receivable	\$	159,157
Membership dues receivable		47,749
City of Branson tourism tax receivable		628,604
Tourism Community Enhancement District receivable		474,683
Other receivables		<u>1,404</u>
Total accounts receivable		1,311,597
Less: allowance for uncollectible accounts		<u>55,000</u>
Accounts receivable, net	\$	<u>1,256,597</u>

NOTE 5: PROPERTY AND EQUIPMENT

Property and equipment as of December 31, 2018 consists of the following:

		<u>2018</u>
Land and improvements	\$	996,605
Buildings and improvements		1,086,076
Office equipment		122,752
Vehicles		55,949
Construction in progress		<u>2,447,421</u>
		4,708,803
Less: accumulated depreciation		<u>1,026,627</u>
Net Fixed Assets	\$	<u>3,682,176</u>

NOTE 6: NOTE PAYABLE

On January 23, 2018 a construction loan was signed, payable to the United States Department of Agriculture (USDA) with payments in annual installments totaling \$143,750. The loan has an interest rate of 3.375%. The first payment on this note is due January 23, 2019 and the maturity date is January 23, 2048.

Under the loan agreements with USDA, the organization is required to make monthly deposits into a debt reserve account. The monthly contribution to this reserve is \$1,198. The fully funded amount, at which time the entity will not be required to make monthly contributions, is \$143,750. Monthly deposits into the account will begin on January 23, 2019.

**BRANSON/LAKES AREA CHAMBER OF COMMERCE AND AFFILIATE
NOTES TO THE COMBINED FINANCIAL STATEMENTS
YEAR ENDED DECEMBER 31, 2018**

NOTE 6: NOTE PAYABLE (CONTINUED)

Under the loan agreements with USDA, the organization is required to make monthly deposits into a replacement and extension account. This account shall be expended and used upon determination by the Board to pay the cost of any unusual or extraordinary maintenance, repairs, or replacements or for the cost of extensions or improvements to the facility. The monthly contribution to this reserve is \$1,198. The fully funded amount, at which time the entity will not be required to make monthly contributions, is \$143,750. Monthly deposits into the account will begin on January 23, 2019.

Maturities of the mortgage note in each of the next five years are approximated as follows:

	<u>Principal</u>
2019	\$ 143,750
2020	143,750
2021	143,750
2022	143,750
Balance	358,636
	<u>\$ 933,636</u>

NOTE 7: TOURISM TAX RECEIPTS

The Chamber is under contract with the City of Branson to provide tourism marketing and promotional services. Under the contract, the City reimburses the Chamber for qualified expenditures equal to 25% of the City's tourism tax collections (less cost of collections and a 2% contingency) up to the amount included in the City's fiscal year budget. Tourism tax revenue is included in the Chamber's combined financial statements as follows:

	<u>2018</u>
Marketing support and fees received	\$ 3,064,957
Accounts receivable	\$ 628,604

NOTE 8: COMMUNITY ENHANCEMENT DISTRICT RECEIPTS

The Convention and Visitor's Bureau, a division of the Chamber, is under contract with the Branson/Lakes Area Tourism Community Enhancement District to provide a destination marketing program. Under the contract, the District reimburses the Chamber for qualified expenditures not to exceed the tax collected by the District, less a 2% administrative fee and reasonable reserve determined by the District. Community Enhancement District revenue is included in the Chamber's combined financial statements as follows:

	<u>2018</u>
Marketing support and fees received	\$ 7,949,374
Accounts receivable	\$ 474,683

**BRANSON/LAKES AREA CHAMBER OF COMMERCE AND AFFILIATE
NOTES TO THE COMBINED FINANCIAL STATEMENTS
YEAR ENDED DECEMBER 31, 2018**

NOTE 9: LEASES

The Company leases computers from an unrelated third party under two lease agreements. The minimum monthly lease payments are \$540 and \$469. The first lease agreement expired March 31, 2018 and the second lease agreement expires March 31, 2019. The leases were not extended.

The Company leases a printer from an unrelated third party. The minimum monthly lease payment is \$426. The lease agreement expires November 30, 2019.

The Company leases office space from an unrelated third party. The minimum monthly lease payment is \$5,000. The lease agreement expires January 31, 2019. The lease was not extended.

Future minimum lease payments for non-cancellable operating leases with initial or remaining periods of one year or more at December 31, 2018, are as follows:

<u>Year Ended</u> <u>December 31</u>	<u>Amount</u>
2019	\$ 6,092

Total rent expense under leases for the year ended December 31, 2018 was \$17,357.

NOTE 10: CONCENTRATIONS OF CREDIT RISK

The Organization maintains cash balances at various financial institutions. FDIC insurance coverage per depositor account is \$250,000 and all non-interest bearing or low interest bearing accounts (less than .5%) are entirely covered by FDIC insurance. At times, cash balances may have been in excess of insured limits.

The Organization receives a substantial portion of its revenues from tourism-related tax funding, and a substantial portion of the Organization receivables are from tourism-related tax funding.

The Chamber invests in a repurchase agreement with Central Bank of Branson that is collateralized by government securities.

NOTE 11: 401(K) EMPLOYEE SAVINGS PLAN

The Chamber participates in the American Chamber of Commerce Executives defined contribution 401(k) savings plan. All employees over the age of 18 and with more than three months of service with the Company are eligible to participate in the Company's 401(k) savings plan. Employees may, at their own discretion, defer up to 15 percent of their gross earnings. The Company matches 5 percent of employee contributions. Total contributions to the plan for the year ended December 31, 2018 amounted to \$68,420.

BRANSON/LAKES AREA CHAMBER OF COMMERCE AND AFFILIATE
 NOTES TO THE COMBINED FINANCIAL STATEMENTS
 YEAR ENDED DECEMBER 31, 2018

NOTE 12: PRIOR PERIOD ADJUSTMENT

The financial statements have been restated as of December 31, 2017 to conform with management's decision to report accrued vacation correctly according to company policy. Accrued vacation of \$36,236 was recorded as an increase in accrued payroll and increase in salary expense in year ended September 30, 2013. Therefore, a prior period adjustment of a decrease in accrued payroll and increase in net assets without donor restriction is recorded to properly report the transaction.

The following reflects the changes in originally reported net assets and selected balance sheet data as a result of the prior period adjustment:

Change in Originally Reported Net Assets as of December 31, 2018

As Originally Reported Net Assets		
Net assets without donor restriction	\$ 2,868,475	
Board designated airport risk mitigation	<u>125,000</u>	
Decrease in accrued payroll	<u>(36,236)</u>	
	<u>\$ 2,957,239</u>	

Selected Balance Sheet Data as of December 31, 2018

	<u>Previously Reported</u>	<u>Restated</u>
Accrued payroll	\$ 106,722	70,486
Net assets without donor restriction	2,868,475	2,832,239
Board designated airport risk mitigation	125,000	125,000

SUPPLEMENTARY INFORMATION

BRANSON/LAKES AREA CHAMBER OF COMMERCE AND AFFILIATE
 COMBINED SCHEDULE OF EXPENSES
 YEAR ENDED DECEMBER 31, 2018

	2018					
	Chamber	Enhancement District Tax CVB	City of Branson Tax CVB	Chamber funded CVB	TCP	Total
Salaries	\$ 324,863	1,302,148	-	-	217,184	1,844,195
Building operations	10,346	65,310	-	-	-	75,656
Welcome Center	-	-	-	2,862	-	2,862
Office operations	32,094	107,231	-	-	6,676	146,001
Professional expenses	14,724	44,682	-	-	49,957	109,363
Association dues (non-marketing)	3,593	328	-	-	11,665	15,586
Marketing	-	5,204,450	3,067,957	-	5,449	8,277,856
Website	-	164,767	-	-	2,513	167,280
Consumer response operations	-	142,258	-	-	-	142,258
Publications	-	407,695	-	-	-	407,695
Legislative	33,349	-	-	-	-	33,349
Member programs	177,420	-	-	-	36,811	214,231
Business community relations	15,524	3,484	-	-	92,423	111,431
Education/training	1,182	4,392	-	-	2,394	7,968
Mtg/conferences/travel	25,851	31,925	-	-	18,386	76,162
Miscellaneous	26,280	142,803	-	-	301	169,384
Depreciation	54,705	-	-	-	-	54,705
Bad debt	156,046	-	-	-	-	156,046
Opportunity fund and event support	-	97,529	-	-	-	97,529
Programs/events	88,802	-	-	-	7,602	96,404
Total Expenses	\$ 964,779	7,719,002	3,067,957	2,862	451,361	12,205,961

See accompanying accountants' report and notes to financial statements.

BRANSON/LAKES AREA CHAMBER OF COMMERCE AND AFFILIATE
 COMBINED SCHEDULE OF TAX FUNDED
 ADMINISTRATIVE AND MARKETING EXPENSES
 YEAR ENDED DECEMBER 31, 2018

	2018	
	Enhancement District Tax CVB	City of Branson Tax CVB
	Administrative	
Salaries and benefits	\$ 1,302,148	\$ -
Building operations	65,310	-
Office operations	107,231	-
Professional expenses	44,682	-
Association dues (non-marketing)	328	-
Business community relations	3,484	-
Education/training	4,392	-
Mtg/conferences/travel	31,925	-
Miscellaneous	142,803	-
Total Administrative	1,702,303	-
Marketing		
Subtotal marketing	5,204,450	3,067,957
Website	164,767	-
Opportunity fund and event support	97,529	-
Consumer response operations	142,258	-
Publications	407,695	-
Total Marketing	6,016,699	3,067,957
Total Expenses	7,719,002	3,067,957

See accompanying accountants' report and notes to financial statements.

BRANSON/LAKES AREA CHAMBER OF COMMERCE AND AFFILIATE
 COMBINED SCHEDULE OF TAX FUNDED MARKETING EXPENSES
 YEAR ENDED DECEMBER 31, 2018

	2018	
	Enhancement District	City of Branson
	<u>Tax CVB</u>	<u>Tax CVB</u>
Media	\$ 3,606,920	\$ -
Website	164,767	-
Public relations	510,634	-
Travel trade show	210,271	-
Trade media advertising	169,370	-
Association dues/sponsorships	569,043	-
Pub/collateral	31,510	-
Fulfillment	34,307	-
Consumer response operations	142,258	-
Research	72,396	-
Opportunity fund and event support	97,529	-
Publications	407,695	-
Enhancement District Tax Marketing	6,016,700	-
City of Branson tourism tax	-	3,067,957
Total Marketing	6,016,700	3,067,957

See accompanying accountants' report and notes to financial statements.

COMBINING FINANCIAL STATEMENTS

BRANSON/LAKES AREA CHAMBER OF COMMERCE AND AFFILIATE
 COMBINED STATEMENT OF FINANCIAL POSITION
 DECEMBER 31, 2018

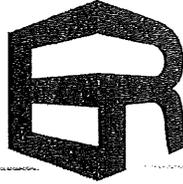
<u>ASSETS</u>	Branson/Lakes Area Chamber of Commerce	Explore Branson Tourism	Eliminations and Adjustments	Combined
Current Assets				
Cash and cash equivalents	\$ 425,315	\$ 118,941		\$ 544,256
Accounts receivable - net of allowance for doubtful accounts	711,420	545,177		1,256,597
Prepaid expense	19,910	-		19,910
Total Current Assets	<u>1,156,645</u>	<u>664,118</u>	<u>-</u>	<u>1,820,763</u>
Property and Equipment				
Land	996,605	-		996,605
Building and improvements	3,533,497	-		3,533,497
Furniture and equipment	178,701	-		178,701
Total Property and Equipment	4,708,803	-	-	4,708,803
Accumulated depreciation	<u>(1,026,627)</u>	<u>-</u>	<u>-</u>	<u>(1,026,627)</u>
Net Property and Equipment	<u>3,682,176</u>	<u>-</u>	<u>-</u>	<u>3,682,176</u>
Other Assets				
Other	111,222	-	(110,767)	455
Total Other Assets	<u>111,222</u>	<u>-</u>	<u>(110,767)</u>	<u>455</u>
Total Assets	<u>\$ 4,950,043</u>	<u>\$ 664,118</u>	<u>\$ (110,767)</u>	<u>\$ 5,503,394</u>
<u>LIABILITIES AND NET ASSETS</u>				
Current Liabilities				
Accounts payable	\$ 438,249	\$ 416,520		\$ 854,769
Accrued payroll	71,007	-		71,007
Current portion of long term debt	136,209	-		136,209
Deferred revenue	336,952	126,009		462,961
Total Current Liabilities	<u>982,417</u>	<u>542,529</u>	<u>-</u>	<u>1,524,946</u>
Non-Current Liabilities				
Due to affiliate	\$ -	\$ 110,767	\$ (110,767)	\$ -
Note payable, net of current portion	797,427	-		797,427
Total Non-Current Liabilities	<u>797,427</u>	<u>110,767</u>	<u>(110,767)</u>	<u>797,427</u>
Net Assets				
Without donor restrictions				
Undesignated	3,045,199	10,822	-	3,056,021
Designated by the board for airport risk mitigation	125,000	-		125,000
Total Net Assets	<u>3,170,199</u>	<u>10,822</u>	<u>-</u>	<u>3,181,021</u>
Total Liabilities and Net Assets	<u>\$ 4,950,043</u>	<u>\$ 664,118</u>	<u>\$ (110,767)</u>	<u>\$ 5,503,394</u>

See accompanying accountants' report and notes to financial statements.

**BRANSON/LAKES AREA CHAMBER OF COMMERCE AND AFFILIATE
COMBINING STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2018**

	Branson/Lakes Area Chamber of Commerce	Explore Branson Tourism	Eliminations and Adjustments	Combined
SUPPORT AND REVENUE				
Chamber dues and fees	\$ 960,485	\$ -	\$ -	\$ 960,485
Tax funded CVB	5,007,479	7,949,374	(1,932,106)	11,024,747
Taney County Partnership	372,137	-	-	372,137
Interest income	161	-	-	161
Loss on sale of asset	(559)	-	-	(559)
TOTAL SUPPORT AND REVENUE	<u>6,339,703</u>	<u>7,949,374</u>	<u>(1,932,106)</u>	<u>12,356,971</u>
EXPENSES				
Program services and supporting activities:				
Chamber	964,777	-	-	964,777
Tax funded CVB	4,770,262	7,948,805	(1,932,106)	10,786,961
Chamber funded CVB	2,862	-	-	2,862
Taney County Partnership	451,361	-	-	451,361
	<u>6,189,262</u>	<u>7,948,805</u>	<u>(1,932,106)</u>	<u>12,205,961</u>
CHANGE IN NET ASSETS	<u>\$ 150,441</u>	<u>\$ 569</u>	<u>\$ -</u>	<u>\$ 151,010</u>
NET ASSETS AT BEGINNING OF YEAR - ORIGINALLY STATED	\$ 2,983,522	\$ 10,253	\$ -	\$ 2,993,775
PRIOR PERIOD ADJUSTMENT - NOTE 12	<u>36,236</u>	<u>-</u>	<u>-</u>	<u>36,236</u>
NET ASSETS AT BEGINNING OF YEAR - RESTATED	3,019,758	10,253	-	3,030,011
CHANGE IN NET ASSETS	<u>150,441</u>	<u>569</u>	<u>-</u>	<u>151,010</u>
NET ASSETS AT END OF YEAR	<u>\$ 3,170,199</u>	<u>\$ 10,822</u>	<u>\$ -</u>	<u>\$ 3,181,021</u>

See accompanying accountants' report and notes to financial statements.



**ELLIOTT, ROBINSON
& COMPANY, LLP**

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Directors
Branson/Lakes Area Chamber of Commerce
and Affiliate
Branson, MO

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial statement audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of Branson/Lakes Area Chamber of Commerce and Affiliate (a nonprofit organization), which comprise the combined statement of financial position as of December 31, 2018, and the related combined statements of activities and change in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements and have issued our report thereon dated August 21, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Branson/Lakes Area Chamber of Commerce and Affiliate's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Branson/Lakes Area Chamber of Commerce and Affiliate's internal control. Accordingly, we do not express an opinion on the effectiveness of Branson/Lakes Area Chamber of Commerce and Affiliate's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of Branson/Lakes Area Chamber of Commerce and Affiliate's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify certain

deficiencies in internal control, described in the accompanying schedule of findings and questioned costs that we consider to be a significant deficiency listed as 2018-01, 2018-02, 2018-03, and 2018-04.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Branson/Lakes Area Chamber of Commerce and Affiliate's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Branson/Lakes Area Chamber of Commerce and Affiliate's Response to Findings

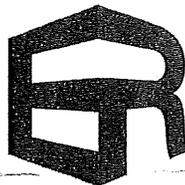
Branson/Lakes Area Chamber of Commerce and Affiliate's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. Branson/Lakes Area Chamber of Commerce and Affiliate's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness Branson/Lakes Area Chamber of Commerce and Affiliate's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Branson/Lakes Area Chamber of Commerce and Affiliate's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Elliott, Robinson & Company, LLP

Springfield, Missouri
August 21, 2019



**ELLIOTT, ROBINSON
& COMPANY, LLP**

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR
PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE
UNIFORM GUIDANCE**

To the Board of Directors
Branson/Lakes Area Chamber of Commerce
and Affiliate
Branson, MO

Report on Compliance for Each Major Federal Program

We have audited Branson/Lakes Area Chamber of Commerce and Affiliate (a not-for-profit organization)'s compliance with the types of compliance requirements described in the OMB *Compliance Supplement* that could have a direct and material effect on each of Branson/Lakes Area Chamber of Commerce and Affiliate's major federal programs for the year ended December 31, 2018. Branson/Lakes Area Chamber of Commerce and Affiliate's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Branson/Lakes Area Chamber of Commerce and Affiliate's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Branson/Lakes Area Chamber of Commerce and Affiliate's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Branson/Lakes Area Chamber of Commerce and Affiliate's compliance.

Opinion on Each Major Federal Program

In our opinion, Branson/Lakes Area Chamber of Commerce and Affiliate complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2018.

Other Matters

The results of our auditing procedures disclosed no instances of noncompliance that are required to be reported in accordance with the Uniform Guidance. Our opinion on each major federal program is not modified.

Report on Internal Control over Compliance

Management of Branson/Lakes Area Chamber of Commerce and Affiliate is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Branson/Lakes Area Chamber of Commerce and Affiliate's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Branson/Lakes Area Chamber of Commerce and Affiliate's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that a material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, we identified a certain deficiency in internal control over compliance, as described in the

accompanying schedule of findings and questioned costs as items 2018-05, 2018-06, 2018-07 and 2018-08 which we consider to be a significant deficiency.

Branson/Lakes Area Chamber of Commerce and Affiliate's response to the internal control over compliance findings identified in our audit is described in the accompanying schedule of findings and questioned costs. Branson/Lakes Area Chamber of Commerce and Affiliate's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response. The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Elvitt, Robinson & Company, PC

Springfield, Missouri
August 21, 2019

BRANSON/LAKES AREA CHAMBER OF COMMERCE AND AFFILIATE
CASE NO: 30-007-440586242
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED DECEMBER 31, 2018

Program Title	Federal CFDA Number	Passed through to Sub- recipients	Total Federal Expenditures
<u>U.S. Department of Agriculture</u>			
Community Facilities Loans and Grants	10.766	<u>0</u>	<u>933,636</u>
Total Department of Agriculture		<u>0</u>	<u>933,636</u>
Total Expenditures of Federal Awards		<u>\$ 0</u>	<u>933,636</u>

BRANSON/LAKES AREA CHAMBER OF COMMERCE AND AFFILIATE
CASE NO: 30-007-440586242
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED DECEMBER 31, 2018

NOTE A: BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Branson/Lakes Area Chamber of Commerce and Affiliate under programs of the federal government for the year ended December 31, 2018. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Branson/Lakes Area Chamber of Commerce and Affiliate, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Branson/Lakes Area Chamber of Commerce and Affiliate.

NOTE B: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE C: LOAN BALANCES

Community Facilities Loans and Grants on the schedule had the following balances as of December 31, 2018:

	<u>December 31, 2018</u>
USDA Rural Development Loan	933,636

NOTE D: INDIRECT COST RATE

The entity has elected not to use the 10 percent de minimis indirect cost rate as allowed under the Uniform Guidance.

BRANSON/LAKES AREA CHAMBER OF COMMERCE AND AFFILIATE
CASE NO: 30-007-440586242
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED DECEMBER 31, 2018

SUMMARY OF AUDIT RESULTS

1. The auditors' report expresses an unmodified opinion on the financial statements of Branson/Area Chamber of Commerce and Affiliate.
2. The deficiency disclosed during the audit is reported in the Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards. The deficiency is not considered to be a material weakness.
3. No instances of noncompliance material to the financial statements of Branson/Area Chamber of Commerce and Affiliate, which would be required to be reported in accordance with Government Auditing Standards were disclosed during the audit.
4. The deficiency disclosed during the audit relating to the major federal award program is reported in the Independent Auditor's Report on Compliance with Requirements Applicable to Each Major Program and Internal Controls over Compliance in Accordance with Uniform Guidance. The deficiency is not considered to be a material weakness.
5. The auditors' report on compliance for the major federal award programs for Branson/Area Chamber of Commerce and Affiliate expresses an unmodified opinion.
6. The Audit Findings that are required to be reported in accordance with The Uniform Guidance is reported in this Schedule.
7. The program tested as major programs included:

<u>CFDA Number</u>	<u>Name of Federal Program or Cluster</u>
10.766	Community Facilities Loans and Grants

8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Branson/Area Chamber of Commerce and Affiliate was determined to be a high-risk auditee.

BRANSON/LAKES AREA CHAMBER OF COMMERCE AND AFFILIATE
CASE NO: 30-007-440586242
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED DECEMBER 31, 2018

CFDA 10.766
U.S. Department of Agriculture
Community Facilities Loans and Grants

Findings – Financial Statement Audit

2018-01

Criteria: The size of the Organization's staff should be sufficient to provide optimum segregation of duties for preventative and detective internal controls.

Condition: There is a lack of segregation of duties for some preventative internal controls among the Organization's staff.

Context: Deficiency was discovered while analyzing internal controls.

Effect: There is a risk that the Organization's internal controls would detect; but, not prevent misstatement.

Cause: There is a limited number of staff for certain accounting functions.

Recommendation: It is recommended that management and the Board of Directors continues oversight to minimize risks.

Response: We acknowledge that the size of the accounting staff is not large enough to provide optimum segregation of duties in regard to some preventative controls. We also believe that it is not feasible to achieve this level of control without unreasonable costs being incurred. To mitigate this risk, management, the Financial Oversight Committee, and the Board of Directors are actively involved in the financial affairs of the Organization and meet regularly to review financial information.

BRANSON/LAKES AREA CHAMBER OF COMMERCE AND AFFILIATE
CASE NO: 30-007-440586242
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED DECEMBER 31, 2018

2018-02

Criteria: No formal review for bank reconciliations.

Condition: A formal review process for bank reconciliations had not been established.

Context: Deficiency was discovered while analyzing internal controls.

Effect: There is a risk that the Organization's internal controls would not detect a misstatement.

Cause: A process had not been established.

Recommendation: Management review the bank reconciliations on a monthly basis to assess for any errors and to provide for additional oversight.

Response: Beginning in 2019, management has begun reviewing the bank reconciliations on a monthly basis.

2018-03

Criteria: There was no supporting documentation for fixed asset tracking

Condition: A formal process for maintaining the fixed asset listing had not been established.

Context: Deficiency was discovered while analyzing internal controls.

Effect: There is a risk that fixed assets are disposed, but not recorded in the accounting records.

Cause: A process had not been established.

Recommendation: We recommend that a physical count or observation take place to ensure the Organization's fixed asset list is updated and remains current throughout the year.

Response: Beginning in 2019, management will perform a physical observation to ensure the fixed asset listing is updated and current.

BRANSON/LAKES AREA CHAMBER OF COMMERCE AND AFFILIATE
CASE NO: 30-007-440586242
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED DECEMBER 31, 2018

2018-04

Criteria: There is no process for reconciling Chamber Master reports to the amounts booked monthly.

Condition: A formal process/reconciliation has not been established between the Chamber Master reports and the accounting system.

Context: Deficiency was discovered while analyzing internal controls.

Effect: There is a risk that information recorded in one system will not be recorded in the other system.

Cause: A process had not been established.

Recommendation: We recommend that these reports are reconciled monthly to ensure proper and accurate reporting.

Response: Beginning in 2019, management will reconcile the reports monthly to ensure accurate reporting.

BRANSON/LAKES AREA CHAMBER OF COMMERCE AND AFFILIATE
CASE NO: 30-007-440586242
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED DECEMBER 31, 2018

CFDA 10.766
U.S. Department of Agriculture
Community Facilities Loans and Grants

Findings – Major Federal Award Program Audit

2018-05

Criteria: The size of the Organization's staff should be sufficient to provide optimum segregation of duties for preventative and detective internal controls.

Condition: There is a lack of segregation of duties for some preventative internal controls among the Organization's staff.

Context: Deficiency was discovered while analyzing internal controls.

Effect: There is a risk that the Organization's internal controls would detect; but, not prevent misstatement.

Cause: There is a limited number of staff for certain accounting functions.

Recommendation: It is recommended that management and the Board of Directors continues oversight to minimize risks.

Response: We acknowledge that the size of the accounting staff is not large enough to provide optimum segregation of duties in regard to some preventative controls. We also believe that it is not feasible to achieve this level of control without unreasonable costs being incurred. To mitigate this risk, management, the Financial Oversight Committee, and the Board of Directors are actively involved in the financial affairs of the Organization and meet regularly to review financial information.

BRANSON/LAKES AREA CHAMBER OF COMMERCE AND AFFILIATE
CASE NO: 30-007-440586242
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED DECEMBER 31, 2018

2018-06

Criteria: No formal review for bank reconciliations.

Condition: A formal review process for bank reconciliations had not been established.

Context: Deficiency was discovered while analyzing internal controls.

Effect: There is a risk that the Organization's internal controls would not detect a misstatement.

Cause: A process had not been established.

Recommendation: Management review the bank reconciliations on a monthly basis to assess for any errors and to provide for additional oversight.

Response: Beginning in 2019, management has begun reviewing the bank reconciliations on a monthly basis.

2018-07

Criteria: There was no supporting documentation for fixed asset tracking

Condition: A formal process for maintaining the fixed asset listing had not been established.

Context: Deficiency was discovered while analyzing internal controls.

Effect: There is a risk that fixed assets are disposed, but not recorded in the accounting records.

Cause: A process had not been established.

Recommendation: We recommend that a physical count or observation take place to ensure the Organization's fixed asset list is updated and remains current throughout the year.

Response: Beginning in 2019, management will perform a physical observation to ensure the fixed asset listing is updated and current.

BRANSON/LAKES AREA CHAMBER OF COMMERCE AND AFFILIATE
CASE NO: 30-007-440586242
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED DECEMBER 31, 2018

2018-08

Criteria: There is no process for reconciling Chamber Master reports to the amounts booked monthly.

Condition: A formal process/reconciliation has not been established between the Chamber Master reports and the accounting system.

Context: Deficiency was discovered while analyzing internal controls.

Effect: There is a risk that information recorded in one system will not be recorded in the other system.

Cause: A process had not been established.

Recommendation: We recommend that these reports are reconciled monthly to ensure proper and accurate reporting.

Response: Beginning in 2019, management will reconcile the reports monthly to ensure accurate reporting.

BRANSON/LAKES AREA CHAMBER OF COMMERCE AND AFFILITE
CASE NO: 30-007-440586242
SUMMARY SCHEDULE OF PRIOR YEAR AUDIT FINDINGS
YEAR ENDED DECMEBER 31, 2018

Findings – Compliance and Other Matters

2018 – None noted.

BRANSON/LAKES AREA CHAMBER OF COMMERCE AND AFFILIATE
CASE NO: 30-007-440586242
CORRECTIVE ACTION PLAN
YEAR ENDED DECEMBER 31, 2018

U.S. DEPARTMENT OF AGRICULTURE

Branson/Lakes Area Chamber of Commerce and Affiliate
4100 Gretna Road
Branson, MO 65616

Branson/Lakes Area Chamber of Commerce and Affiliate respectfully submits the following corrective action plan for the year ended December 31, 2018.

Name and address of public accounting firm:

Elliott, Robinson & Company, LLP
2305 S. Blackman Road, Suite D
Springfield, Missouri 65809

Audit Period:

For the year ended December 31, 2018

The findings from the December 31, 2018 schedule of findings and questioned costs are discussed below. The findings are numbered consistently with the numbers assigned in the schedule.

CORRECTIVE ACTION COMPLETED

Findings – Financial Statement Audit

2018-01

Recommendation: It is recommended that management and the Board of Directors continues oversight to minimize risks.

Corrective Action
Planned:

We acknowledge that the size of the accounting staff is not large enough to provide optimum segregation of duties in regard to some preventative controls. We also believe that it is not feasible to achieve this level of control without unreasonable costs being incurred and without going against government guidance on operating this type of facility. To mitigate this risk, management, the Financial Oversight Committee, and the Board of Directors are actively involved in the financial affairs of the Organization and meet regularly to review financial information.

Anticipated
Implementation
Date:

This action plan is ongoing with continued oversight by management, the Financial Oversight Committee, and the Board of Directors.

BRANSON/LAKES AREA CHAMBER OF COMMERCE AND AFFILIATE
CASE NO: 30-007-440586242
CORRECTIVE ACTION PLAN
YEAR ENDED DECEMBER 31, 2018

2018-02

Recommendation: Management review the bank reconciliations on a monthly basis to assess for any errors and to provide for additional oversight.

Corrective Action Planned: Beginning in 2019, management has begun reviewing the bank reconciliations on a monthly basis..

Anticipated Implementation Date: Implementation started in 2019.

2018-03

Recommendation: We recommend that a physical inventory take place to ensure the Organization's fixed asset list is updated and remains current throughout the year.

Corrective Action Planned: Beginning in 2019, management will perform a physical inventory to ensure the fixed asset listing is updated and current.

Anticipated Implementation Date: Implementation started in 2019.

2018-04

Recommendation: We recommend that these reports are reconciled monthly to ensure proper and accurate reporting

Corrective Action Planned: Beginning in 2019, management will reconcile the reports monthly to ensure accurate reporting.

Anticipated Implementation Date: Implementation started in 2019.

BRANSON/LAKES AREA CHAMBER OF COMMERCE AND AFFILIATE
CASE NO: 30-007-440586242
CORRECTIVE ACTION PLAN
YEAR ENDED DECEMBER 31, 2018

Findings – Major Federal Award Program Audit

2018-05

Recommendation: It is recommended that management and the Board of Directors continues oversight to minimize risks.

Corrective Action
Planned:

We acknowledge that the size of the accounting staff is not large enough to provide optimum segregation of duties in regard to some preventative controls. We also believe that it is not feasible to achieve this level of control without unreasonable costs being incurred and without going against government guidance on operating this type of facility. To mitigate this risk, management, the Financial Oversight Committee, and the Board of Directors are actively involved in the financial affairs of the Organization and meet regularly to review financial information.

Anticipated
Implementation
Date:

This action plan is ongoing with continued oversight by management, the Financial Oversight Committee, and the Board of Directors.

2018-06

Recommendation: Management review the bank reconciliations on a monthly basis to assess for any errors and to provide for additional oversight.

Corrective Action
Planned:

Beginning in 2019, management has begun reviewing the bank reconciliations on a monthly basis..

Anticipated
Implementation
Date:

Implementation started in 2019.

BRANSON/LAKES AREA CHAMBER OF COMMERCE AND AFFILIATE
CASE NO: 30-007-440586242
CORRECTIVE ACTION PLAN
YEAR ENDED DECEMBER 31, 2018

2018-07

Recommendation: We recommend that a physical inventory take place to ensure the Organization's fixed asset list is updated and remains current throughout the year.

Corrective Action Planned: Beginning in 2019, management will perform a physical inventory to ensure the fixed asset listing is updated and current.

Anticipated Implementation Date: Implementation started in 2019.

2018-08

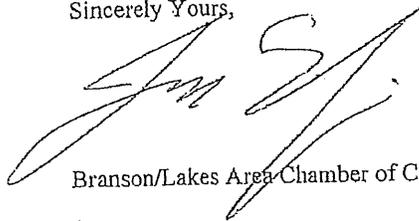
Recommendation: We recommend that these reports are reconciled monthly to ensure proper and accurate reporting

Corrective Action Planned: Beginning in 2019, management will reconcile the reports monthly to ensure accurate reporting.

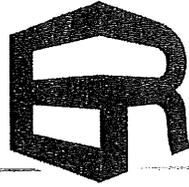
Anticipated Implementation Date: Implementation started in 2019.

If the oversight agency for audit has questions regarding this plan, please call Samantha Gutting at (417) 334-4084.

Sincerely Yours,



Branson/Lakes Area Chamber of Commerce and Affiliate



**ELLIOTT, ROBINSON
& COMPANY, LLP**

August 21, 2019

To the Board of Directors and Management of
Branson/Lakes Area Chamber of Commerce and Affiliate

We have audited the combined financial statements of Branson/Lakes Area Chamber of Commerce and Affiliate for the year ended December 31, 2018, and have issued our report thereon dated August 21, 2019. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated January 7, 2019. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Branson/Lakes Area Chamber of Commerce and Affiliate are described in Note 2 to the financial statements. The Organization changed accounting policies related to presentation and disclosure of financial information by adopting FASB Accounting Standards Update (ASU) No. ASU 2016-14, Not-for-Profit Entities (Topic 958) – *Presentation of Financial Statements of Not-for-Profit Entities*, in 2018. We noted no transactions entered into by the Organization during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

Management's estimate of the allowance for doubtful accounts is based on historical collection rates and an analysis of individual accounts. We evaluated the key factors and assumptions used to develop the allowance in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the depreciation is based on how long the fixed assets purchased will be used. We evaluated the key factors and assumptions used to develop the depreciation in determining that it is reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the financial statements was:

The disclosure of liquidity and availability in Note 3 to the financial statements describes the composition of financial liquidity and management's assessment of the Organization's ability to meet general expenditures over the next twelve months.

The disclosure of revenue concentration in Note 10 to the financial statements describes the concentration of tax revenue the organization receives.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated August 21, 2019.

Management consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Organization's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Organization's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

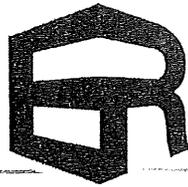
With respect to supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with U.S. generally accepted accounting principles, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This information is intended solely for the use of the board of directors and management of Branson/Lakes Area Chamber of Commerce and Affiliate and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

A handwritten signature in cursive script that reads "Elliott, Robinson & Company, LLP".

Elliott, Robinson & Company, LLP



**ELLIOTT, ROBINSON
& COMPANY, LLP**

To the Board of Directors
and of Branson/Lakes Area Chamber of Commerce and Affiliate

In planning and performing our audit of the combined financial statements of Branson/Lakes Area Chamber of Commerce and Affiliate as of and for the year ended December 31, 2018, in accordance with auditing standards generally accepted in the United States of America, we considered Branson/Lakes Area Chamber of Commerce and Affiliate's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We did not identify any deficiencies in internal control that we consider to be material weaknesses.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the following deficiencies in Branson/Lakes Area Chamber of Commerce and Affiliate's internal control to be significant deficiencies:

1. The size of the Organization's accounting and administrative staff precludes certain internal controls that would be preferred if the office staff were large enough to provide optimum segregation of duties. Two types of controls are suggested within the Organization – preventative and detective. The Organization seems to have oversight and review functions to counteract the lack of segregation from a detective perspective. However, the Organization is unable to provide the

optimum segregation of duties from a preventative perspective. To help mitigate some of the risk associated with limited segregation of duties, it is recommended that the Board of Directors continue to have active participation. This involvement by the Board of Directors will help protect the Organization along with mitigating some of the risk associated with limited segregation of duties.

2. While reviewing bank reconciliations, we noted that there is no formal review process for bank reconciliations. We recommend that someone review the bank reconciliations on a monthly basis to assess for any errors and to provide for additional oversight.
3. There was no supporting documentation for fixed asset tracking. We recommend that a physical inventory take place to ensure the Organization's fixed asset list is updated and remains current throughout the year.
4. While reviewing accounts receivable ledgers, we discovered that there is no process for reconciling Chamber Master reports to the amounts booked monthly. We recommend that these reports are reconciled monthly to ensure proper and accurate reporting.

This communication is intended solely for the information and use of management, the Board of Directors, and others within the organization, and is not intended to be, and should not be, used by anyone other than these specified parties.

Elliott, Robinson & Company, LLP

Elliott, Robinson & Company, LLP
Springfield, Missouri
August 21, 2019

CHAMBER OF COMMERCE
2020 BUDGET

CHAMBER OF COMMERCE	2019 Budget	2019 Year End Projection	2020 Budget	% CHANGE (PROJECTED)
CHAMBER REVENUE				
RENEWALS	485,000	520,000	465,000	-4.1%
INTEREST INCOME	175	4,785	8,700	4871.4%
NEW MEMBERSHIP	45,000	39,000	55,000	22.2%
MT BRANSON RENT	13,200	13,200	13,200	0.0%
OTHER INCOME	5,000	6,800	21,166	323.3%
CVB BUILDING USAGE FEE	142,800	142,800	142,800	0.0%
B/L AREA LEG PARTNERSHIP	8,500	8,500	8,500	0.0%
CDF DONATIONS	11,166	11,000	0	-100.0%
CHAMBER WEBSITE REVENUE	1,400	1,625	2,500	78.6%
RELOCATION REVENUE	225	0	0	-100.0%
NEW MEMBER PROCESSING FEE	3,150	3,500	5,000	58.7%
IMAGINE BRANSON	15,000	0	20,000	33.3%
CHAMBER CONNECTION BANNER ADS	1,000	950	1,000	0.0%
SMALL BUSINESS VIDEO SERIES	3,000	3,000	3,000	0.0%
MSA REVENUES	25,000	29,500	30,000	20.0%
COMMUNITY LDRSHP VISIT PROGRAMS	16,000	10,750	12,500	-21.9%
	143,465	155,500	173,434	20.9%
TOTAL REVENUE	944,081	950,910	961,800	1.9%

CHAMBER EXPENSES				
SALARIES	276,519	267,000	287,005	3.8%
RETIREMENT	13,000	6,000	13,493	3.8%
PAYROLL TAXES	28,640	21,500	22,000	-23.2%
FEDERAL UNEMPLOYMT	400	250	400	0.0%
STATE UNEMPLOYMT	500	300	500	0.0%
BENEFITS	26,285	24,600	27,474	4.5%
MAINTENANCE	2,402	3,700	2,582	7.5%
INSURANCE	4,250	2,800	4,250	0.0%
UTILITIES	3,560	4,200	2,250	-36.8%
OFFICE OPERATIONS	2,000	2,300	1,721	-14.0%
SYSTEMS OPERATIONS	14,219	13,500	14,623	2.8%
PRINTING	8,000	7,500	7,000	-12.5%
SUPPLIES	2,000	1,300	2,000	0.0%
POSTAGE & SHIPPING	4,000	3,800	3,500	-12.5%
TELEPHONE	3,705	6,800	4,100	10.7%
LEGAL & PROF. FEES	4,783	4,500	16,700	249.2%
VEHICLE EXPENSE	12,500	11,000	10,000	-20.0%
DUES & MEMBERSHIP	8,000	5,000	4,000	-50.0%
BAD DEBT- CHAMBER -NON DUES	100	100	100	0.0%
CANCELLATION EXPENSE			55,000	#DIV/0!
B/L AREA LEG PARTNER	10,000	9,258	7,000	-30.0%
LOBBYIST	9,000	9,000	12,000	33.3%
LEGISLATIVE	12,000	12,000	9,000	-25.0%
TANEY CTY BUS/DEV PARTNERSHIP	75,000	75,000	75,000	0.0%
CHAMBER WEBSITE EXPENSES	7,500	3,000	2,500	-66.7%
MEMBERSHIP ENGAGEMENT	9,000	9,000	8,000	-11.1%
MEMBER SERVICES	9,000	8,500	9,000	0.0%
AMBASSADOR EXPENSES	1,800	300	0	-100.0%
CHAMBER HOTSPOT	1,080	900	1,080	0.0%
RELOCATION PACKETS	900	200	0	-100.0%
ADVERTISING CHAMBER	7,500	7,800	6,500	-13.3%
BUSINESS/COMMUNITY RELATIONS	2,500	2,700	2,500	0.0%

CHAMBER OF COMMERCE
2020 BUDGET

CHAMBER OF COMMERCE	2019 Budget	2019 Year End Projection	2020 Budget	% CHANGE (PROJECTED)
COMMUNITY TRAVEL & MEALS	2,400	2,300	2,400	0.0%
HUMAN RESOURCES	245	245	245	0.0%
HR SUNSHINE COMMITTEE	555	540	555	0.0%
EDUCATION & TRAINING	3,100	2,000	3,100	0.0%
MEETING & CONF.	13,000	13,000	12,000	-7.7%
TRAVEL& MEALS	18,500	15,000	18,500	0.0%
MISCELLANEOUS	400	281	400	0.0%
IMAGINE BRANSON	30,000	0	6,750	-77.5%
COMMUNITY LDRSHP VISIT	16,000	18,618	10,000	-37.5%
DEBT SERVICE	143,750	143,750	143,760	0.0%
PROGRAMS/EVENTS	105,488	165,000	127,565	20.9%
TOTAL EXPENSES	896,081	884,542	936,553	4.5%
PROFIT CONTRIBUTION	48,000	66,368	25,247	-47.4%
DEPRECIATION	46,000	110,559	180,000	291.3%

CONVENTION AND VISITORS BUREAU
TAX FUNDED
2020 BUDGET SUMMARY

CITY TOURISM TAX (TT) REVENUE	2019 BUDGET	2019 Year End Projection	2020 BUDGET	% CHANGE (BUDGET)
TOURISM TAX	3,300,000	3,279,557	2,707,440	-18.0%
TOTAL TOURISM TAX REVENUE	3,300,000	3,279,557	2,707,440	-18.0%
CITY TOURISM TAX (TT) EXPENSE				
TT HISTORIC DOWNTOWN	75,000	75,000	75,000	0.0%
TT VETERANS MARKETING	50,000	49,843	50,000	0.0%
TT ADVERTISING	2,414,000	2,404,000	1,850,000	-23.4%
TT CREATIVE SERVICES	300,000	299,809	188,940	-37.0%
TT PRODUCTIONS/DUBS	20,000	18,524	7,000	-65.0%
TT PHOTOGRAPHY	110,000	109,062	75,000	-31.8%
TT ADVERTISING WEBSITE	100,000	98,184	120,000	20.0%
TT SOCIAL MARKETING & OUTREACH	100,000	97,968	160,000	60.0%
TT CONTENT & DISTRIBUTION	100,000	96,370	150,000	50.0%
TT SPONSORSHIPS STUDENT	1,000	1,000	1,500	50.0%
TT TRAVEL & TRADE SHOW	30,000	29,797	30,000	0.0%
TOTAL EXPENSES	3,300,000	3,279,557	2,707,440	-18.0%

TCED REVENUE	2019 BUDGET	2019 Year End Projection	2020 BUDGET	% CHANGE (BUDGET)
TCED TAX MARKETING REVENUE	7,080,514	6,830,514	6,688,709	-5.53%
COOP TOTALS	102,250	91,605	66,000	-35.5%
FULFILLMENT TOTALS	10,200	15,000	10,000	-2.0%
GRANT TOTALS	619,985	617,812	555,000	-10.5%
PUBLICATION TOTALS	400,000	387,174	363,000	-9.3%
WEBSITE TOTALS	250,000	158,537	150,000	-40.0%
TOTAL TCED REVENUE	8,462,949	8,100,643	7,832,709	-7.4%

TCED EXPENSE	2019 BUDGET	2019 Year End Projection	2020 BUDGET	% CHANGE (BUDGET)
MEDIA ADVERTISING	4,478,221	4,407,515	4,006,306	-10.5%
PUBLIC RELATIONS	529,500	551,728	536,000	1.2%
TRAVEL/TRADE SHOWS	280,624	266,859	267,719	-4.6%
TRADE MEDIA ADVERTISING	92,032	79,091	115,697	25.7%
DUES & SPONSORSHIPS/GROUP TRAVEL	566,233	532,888	602,240	6.4%
PUBLICATIONS	383,800	375,552	375,500	-2.2%
WEBSITE	203,000	207,299	225,000	10.8%
CONSUMER RESPONSE OPERATIONS	190,000	136,638	257,877	35.7%
PUBS/COLLATERAL	34,777	21,140	43,300	24.5%
RESEARCH	191,073	184,205	105,000	-45.0%
FULFILLMENT	39,000	29,820	31,400	-19.5%
SPECIAL EVENT SUPPORT FUND	2,705	2,485	2,500	-7.6%
MARKETING OPPORTUNITY FUND	89,549	83,247	120,170	34.2%
TOTAL EXPENSES	7,080,514	6,878,467	6,688,709	-5.5%

CONVENTION AND VISITORS BUREAU
 TAX FUNDED
 2020 BUDGET SUMMARY

CITY TOURISM TAX (TT) REVENUE	2019 BUDGET	2019 Year End Projection	2020 BUDGET	% CHANGE (BUDGET)
TCED ADMIN FEE REVENUE				
ET ENHANCEMENT TAX ADMIN FEE	1,946,800	1,946,800	1,946,800	0.0%
TOTAL ADMN FEE REVENUE	1,946,800	1,946,800	1,946,800	0.0%
TCED ADMIN FEE EXPENSE				
SALARIES	1,209,000	1,103,500	1,226,642	1.5%
RETIREMENT	57,800	70,475	64,000	10.7%
PAYROLL TAXES	86,100	81,500	88,800	3.1%
FEDERAL UNEMP TAX	890	900	1,000	12.4%
STATE UNEMPLOY TAX	960	1,300	1,300	35.4%
BENEFITS	122,137	109,500	126,484	3.6%
MAINTENANCE	21,000	27,000	18,738	-10.8%
INSURANCE	35,000	24,000	27,000	-22.9%
UTILITIES	32,040	28,000	22,500	-29.8%
OFFICE OPERATIONS	17,500	14,500	16,795	-4.0%
SYSTEMS OPERATIONS	60,370	58,000	62,421	3.4%
SUPPLIES	3,300	6,800	3,300	0.0%
POSTAGE & SHIPPING	11,000	1,000	10,000	-9.1%
TELEPHONE	27,670	43,000	30,000	8.4%
PROPERTY TAX	18,789			
LEGAL & PROF. FEES	41,357	42,500	41,500	0.3%
VEHICLE EXPENSE	6,500	4,900	6,000	-7.7%
DUES & MEMBERSHIP	826	825	825	-0.1%
BUSINESS/COMMUNITY RELATIONS	6,500	11,000	11,000	69.2%
COMMUNITY TRAVEL AND MEALS	2,000	1,200	2,000	0.0%
HUMAN RESOURCES	2,266	2,500	2,700	19.2%
HUMAN RESOURCES SUNSHINE COMM.	4,995	4,500	4,995	0.0%
EDUCATION & TRAINING	2,000	13,784	3,500	75.0%
MEETINGS & CONFERENCE	10,000	5,000	7,000	-30.0%
TRAVEL & ENTERTAINMENT	23,000	28,500	25,000	8.7%
MISCELLANEOUS	1,000	120	500	-50.0%
BUILDING USAGE FEE	142,800	142,800	142,800	0.0%
TOTAL EXPENSES	1,946,800	1,827,104	1,946,800	0.0%

CONVENTION AND VISITORS BUREAU
 TAX FUNDED
 2020 BUDGET

CVB REVENUE	2019	2019 Year	2020	% CHANGE
	BUDGET	End	BUDGET	(BUDGET)
		Projection		
TOURISM TAX	2,570,020	3,294,000	2,324,462	-9.6%
TOURISM TAX CARRY OVER	729,980		382,978	-47.5%
ET ENHANCEMENT TAX	6,618,317	6,830,514	6,488,709	-2.0%
ET ENHANCEMENT TAX CARRY OVER	107,776		200,000	85.6%
ET ENHANCEMENT TAX ADMIN FEE	1,946,800	1,946,800	1,946,800	0.0%
MATCHING GRANT	325,613	325,613	330,000	1.3%
TABLE ROCK GRANT	294,372	294,372	225,000	-23.6%
SYTA SPONSORSHIPS	8,000	8,700	8,000	0.0%
GROUP TRAVEL PLANNER	15,000	11,900		-100.0%
ABA SPONSORSHIPS	20,000	18,505	18,000	-10.0%
MTG CONVENTION SPONSORSHIPS	5,000	3,435	5,500	10.0%
WELCOME BAGS	10,000	15,000	10,000	0.0%
SPORTS SPONSORSHIPS	7,250	0	6,000	-17.2%
BRANSON LIVE MEMPHIS				#DIV/0!
BRANSON LIVE CHICAGO	10,000	9,085		-100.0%
MUSIC DIRECTOR FAM	8,000	7,950	7,000	-12.5%
TAP DANCE OPENING NIGHT PARTNERSHIP			3,000	#DIV/0!
TRAVEL SOUTH	2,000	400	1,500	-25.0%
ABA DINE AROUND	10,000	11,100	8,500	-15.0%
ITMI SYMPOSIUM PARTNERSHIP	4,000	4,800	0	-100.0%
TMEA PARTNERSHIP	5,000	1,900	1,500	-70.0%
MILITARY REUNION PLANNER CONFERE	8,000	10,230	7,000	-12.5%
NAMO BBRANSON PARTNERSHIP	3,600	3,600		
ET WEBSITE AD SALES	250,000	158,537	150,000	-40.0%
NECKWALLETS/ LAPEL PINS	200			-100.0%
PUBLICATIONS	440,000	387,174	363,000	-17.5%
TOTAL REVENUE	13,398,928	13,343,615	12,486,949	-6.8%
CVB EXPENSE				
SALARIES	1,209,000	1,103,500	1,226,642	1.5%
RETIREMENT	57,800	70,475	64,000	10.7%
PAYROLL TAXES	85,600	81,500	88,800	3.7%
FEDERAL UNEMP TAX	890	900	1,000	12.4%
STATE UNEMPLOY TAX	960	1,300	1,300	35.4%
BENEFITS	122,137	109,500	126,484	3.6%
MAINTENANCE	21,000	27,000	18,738	-10.8%
INSURANCE	35,000	24,000	27,000	-22.9%
UTILITIES	32,040	28,000	22,500	-29.8%
OFFICE OPERATIONS	17,500	14,500	16,795	-4.0%
SYSTEMS OPERATIONS	60,370	58,000	62,421	3.4%
SUPPLIES	3,300	6,800	3,300	0.0%
POSTAGE & SHIPPING	11,000	10,000	10,000	-9.1%
TELEPHONE	27,670	43,000	30,000	8.4%
LEGAL & PROF. FEES	41,357	42,500	41,500	0.3%
PROPERTY TAX	22,889			
VEHICLE EXPENSE	6,500	4,900	6,000	-7.7%
DUES & MEMBERSHIP	826	825	825	-0.1%

CONVENTION AND VISITORS BUREAU
TAX FUNDED
2020 BUDGET

CVB REVENUE	2019	2019 Year End	2020	% CHANGE
	BUDGET	Projection	BUDGET	(BUDGET)
ET DUES & MEMBERSHIP	16,000	22,316	16,000	0.0%
ET DUES & MEMBERSHIP - GROUP	4,450	4,483	2,650	-40.4%
ET DUES & MEMBERSHIP - SPORTS	847	795	795	-6.1%
ET DUES & MEMBERSHIP - STUDENT	785	0	785	0.0%
ET DUES & MEMBERSHIP - REUNION	1,600	0	1,000	-37.5%
ET DUES & MEMBERSHIP - MTG CONV	3,200	1,460	1,460	-54.4%
ET DUES & MEMBERSHIP - PUBLIC RELA	1,500	1,495	2,500	66.7%
ET SALES KITS	14,000	13,488	12,000	-14.3%
ET CREDIT CARD FEES	17,000	13,283	14,000	-17.6%
ET PUBLIC RELATIONS- PUBLIC RELATIO	349,500	334,426	345,500	-1.1%
TT HISTORIC DOWNTOWN	75,000	75,000	75,000	0.0%
ET DISPLAYS - SPORTS	1,570	387	1,500	-4.5%
ET DISPLAYS - MTG CONV	600	786	800	33.3%
ET CLIPPING & MONITORING - PUBLIC R	40,000	38,764	25,000	-37.5%
ET FAM TOUR - GROUP	20,000	27,337	18,000	-10.0%
ET FAM TOUR - STUDENT	20,000	14,104	15,000	-25.0%
ET FAM TOUR - REUNION	15,000	11,438	15,000	0.0%
ET FAM TOUR - MTG CONV	0		25,000	#DIV/0!
ET MEDIA FAM TOUR- PUBLIC RELATION	30,000	56,305	45,000	50.0%
ET MEDIA PRESS TRIPS - PUBLIC RELAT	12,000	21,619	15,000	25.0%
TT VETERANS MARKETING	50,000	49,843	50,000	0.0%
ET COMMUNITY MARKETING PRESENTA	1,400	1,086	1,400	0.0%
ET PARTNER SUMMIT	0		10,000	#DIV/0!
TT ADVERTISING - TV	2,414,000	2,404,000	1,850,000	-23.4%
ET ADVERTISING - TV	1,835,635	1,827,007	2,050,009	11.7%
TT CREATIVE SERVICES	300,000	299,809	188,940	-37.0%
ET CREATIVE SERVICES	496,842	424,369	226,297	-54.5%
ET TABLE ROCK PROJECT	588,744	584,474	450,000	-23.6%
TT - TV PRODUCTIONS/DUBS	20,000	18,524	7,000	-65.0%
ET WEBSITE DEVELOPMENT	92,000	92,000	90,000	-2.2%
TT PHOTOGRAPHY	110,000	109,062	75,000	-31.8%
ET WEBSITE SEM/SEO	750,000	943,647	850,000	13.3%
TT ADVERTISING - WEBSITE	100,000	98,184	120,000	20.0%
ET ADVERTISING - WEBSITE	130,000	128,848	100,000	-23.1%
TT SOCIAL MARKETING & OUTREACH	100,000	97,968	160,000	60.0%
ET SOCIAL MARKETING & OUTREACH	20,000	87,454	20,000	0.0%
TT CONTENT & DISTRIBUTION	100,000	96,370	150,000	50.0%
ET CONTENT & DISTRIBUTION	190,000	265,000	150,000	-21.1%
ET ADVERTISING - PRINT	25,000	24,716	60,000	140.0%
ET RESEARCH	191,073	184,205	105,000	-45.0%
ET TRADE MEDIA ADV - GROUP	9,600	14,439	15,000	56.3%
ET TRADE MEDIA ADV - SPORT	23,050	11,635	41,500	80.0%
ET TRADE MEDIA ADV - STUDENT	7,500	10,483	10,000	33.4%
ET TRADE MEDIA ADV - REUNION	31,890	21,695	31,890	0.0%
ET TRADE MEDIA ADV - MTG CONV	20,532	20,739	17,300	-15.7%
ET SPONSORSHIPS	100,000	100,000		-100.0%
ET SPONSORSHIPS - GROUP	98,000	85,592	106,700	8.9%
ET SPONSORSHIPS - SPORTS	116,200	89,280	222,500	91.5%
TT SPONSORSHIPS - STUDENT	1,000	1,000	1,500	50.0%
ET SPONSORSHIPS - STUDENT	-24,900	73,257	73,000	-2.7%

CONVENTION AND VISITORS BUREAU
TAX FUNDED
2020 BUDGET

CVB REVENUE	2019 BUDGET	2019 Year End Projection	2020 BUDGET	% CHANGE (BUDGET)
ET SPONSORSHIPS - REUNION	750	377	750	0.0%
ET SPONSORSHIPS - MTG CONV	69,149	66,341	74,100	7.2%
ET SPONSORSHIPS - PUBLIC RELATIONS	20,000	19,000	20,000	0.0%
ET - OPPORTUNITY FUND	89,549	83,247	120,170	34.2%
ET - EVENT SUPPORT	3,700	2,485	2,500	-32.4%
ET ABA CONVENTION	68,600	67,492	80,000	16.6%
ET PUB/COLLATERAL - GROUP	20,607	19,321	8,000	-61.2%
ET PUB/COLLATERAL - SPORT	7,400	158	5,000	-32.4%
ET PUB/COLLATERAL - STUDENT	2,000	0	12,000	500.0%
ET PUB/COLLATERAL - REUNION	700	565	16,000	2185.7%
ET POSTAGE	6,600	1,963	4,000	-39.4%
TT TRAVEL & TRADE SHOW	30,000	29,797	30,000	0.0%
ET TRAVEL & TRADE SHOW	35,000	34,126	35,000	0.0%
ET TRAVEL & TRADE SHOW - GROUP	26,500	22,763	32,500	22.6%
ET TRAVEL & TRADE SHOW - SPORT	27,450	28,432	27,500	0.2%
ET TRAVEL & TRADE SHOW - STUDENT	16,500	13,348	12,000	-27.3%
ET TRAVEL & TRADE SHOW - REUNION	15,000	11,240	16,000	6.7%
ET TRAVEL & TRADE SHOW - MTG CONV	54,320	55,246	94,669	74.3%
ET DIRECT SALES - SPORT	3,000	17,077	3,000	0.0%
ET DIRECT SALES - MTG CONV	86,350	84,447	47,050	-45.5%
ET PROMOTIONS - SPORTS	8,000	3,871	5,500	-31.3%
ET PROMOTIONS - MTG CONVENTIONS	7,000	6,434	7,000	0.0%
ET SPECIALTY ADVERTISING - GROUP	28,000	27,430	20,000	-28.6%
CONSUMER RESPONSE - SALARIES	152,590	110,000	208,377	36.6%
CONSUMER RESPONSE - TAXES	11,500	9,300	11,500	0.0%
CONSUMER RESPONSE - RETIREMENT	6,500	4,400	7,900	21.5%
CONSUMER RESPONSE - BENEFITS	12,000	11,000	25,100	109.2%
CONSUMER RESPONSE - OPERATIONS	5,000	1,794	5,000	0.0%
CONSUMER RESPONSE - 800 PHONE	2,410	144	0	-100.0%
ET WEBSITE EXPENSES	85,000	84,917	100,000	17.6%
ET EMAIL EXPENSES	30,000	36,590	40,000	33.3%
ET MONITORING AND REPORTING	38,000	37,334	35,000	-7.9%
ET WEBSITE FEES	50,000	48,458	50,000	0.0%
BUSINESS/COMMUNITY RELATIONS	6,500	11,000	11,000	69.2%
COMMUNITY TRAVEL AND MEALS	2,000	1,200	2,000	0.0%
HUMAN RESOURCES	2,266	2,500	2,700	19.2%
HUMAN RESOURCES SUNSHINE COMM.	4,995	4,500	4,995	0.0%
EDUCATION & TRAINING	2,000	13,784	3,500	75.0%
MEETINGS & CONFERENCE	10,000	5,000	7,000	-30.0%
TRAVEL & ENTERTAINMENT	23,000	28,500	25,000	8.7%
MISCELLANEOUS	1,000	120	500	-50.0%
BUILDING USAGE FEE	142,800	142,800	142,800	0.0%
TCED REVENUE PAYMENT	1,422,435	1,272,301	1,144,000	-19.6%
PUBLICATIONS EXPENSES	383,800	375,552	375,500	-2.2%
TOTAL EXPENSES	13,398,928	13,226,149	12,486,949	-6.8%
PROFIT CONTRIBUTION	0	117,466	0	#DIV/0!

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

BRANSON/LAKES AREA CHAMBER OF COMMERCE
B00010525

was created under the laws of this State on the 27th day of April, 1946, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 3rd day of June, 2020.


Secretary of State



Certification Number: CERT-06032020-0033



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL ACCEPTING THE TERMS OF AN AGREEMENT WITH CURRENT MEMBER CITIES OF THE TRI-LAKES REGIONAL BIOSOLIDS COALITION TO FORM THE TRI-LAKES BIOSOLIDS JOINT MUNICIPAL UTILITY COMMISSION AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: UTILITIES DEPARTMENT

FIRST READING: AUGUST 11, 2020

FINAL READING: AUGUST 25, 2020

EXECUTIVE SUMMARY:

- The Cities of Branson, Hollister, Forsyth, Reeds Spring, Kimberling City, Rockaway Beach, Galena, and Sparta are current members of the Tri-Lakes Regional Biosolids Coalition and have recently worked with legal counsel to finalize the terms of an agreement to form the proposed Tri-Lakes Biosolids Joint Municipal Utility Commission (JMUC).
- The purpose of this agreement is for the listed cities to assume ownership and continue operations and maintenance of the existing biosolids drying facilities which are based at the Branson Cooper Creek wastewater treatment plant with additional equipment at the Branson Compton Drive treatment plant and the City of Hollister wastewater treatment plant. These facilities are utilized to meet the biosolids processing needs of the member cities.
- The existing drying facility construction was officially completed in 2015. During the first five years of facility operation, Taney County has been the owner for the facilities but assumes no operational responsibilities including cost of operations. County ownership was a requirement to meet guidelines of a Missouri Department of Natural Resources (MDNR) grant used in conjunction with matching funds from the County sewer sales tax to construct the facilities. Under the guidelines of the MDNR grant, the County agreed and still desires to transfer ownership responsibilities to the member cities. Formation of the member's Joint Municipal Utility Commission must be accomplished prior to the transfer.
- Staff recommends approval of the Tri-Lakes Biosolids Joint Municipal Utility Commission contract to allow the City of Branson to become a co-owner of the facilities and to continue participation in the biosolids drying program.

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: E1-5

ATTACHED EXHIBITS:

ITEM/SUBJECT: READING OF A BILL ACCEPTING THE TERMS OF AN AGREEMENT WITH CURRENT MEMBER CITIES OF THE TRI-LAKES REGIONAL BIOSOLIDS COALITION TO FORM THE TRI-LAKES BIOSOLIDS JOINT MUNICIPAL UTILITY COMMISSION AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

DETAILED ANALYSIS:

The JMUC agreement has been reviewed by City of Branson's attorney; Chris Lebeck and the Tri-Lakes Biosolids Coalition representing attorney; Leland Gannaway.

Following formation of the JMUC, member representatives making up the Commission will hold a public meeting to elect officers and officially form the JMUC. Each member city will have a primary and alternate representative appointed by each city's Board of Aldermen. Each member City has one vote on items being considered by the Commission. Voting guidelines are addressed in the agreement terms.

The JMUC will continue to collect fees from the members utilizing the facilities for drying of their biosolids based on rates established by the Commission from actual costs of operations and processing. Those rates shall be adjusted on an annual basis to assure revenues are adequate to cover costs.

The Commission will acquire all biosolids equipment and facilities currently owned by Taney County. The Commission would continue with operational contracts with the cities of Branson and Hollister to operate and maintain biosolids equipment located at their respective facilities. The City of Branson will also continue to perform administrative and financial management of the facilities. The Commission will also have the ability to utilize other qualified professional service providers to provide these services if it is a benefit and cost savings for the members.

Staff will bring an operations agreement and a lease agreement for the Board of Aldermen's consideration at a future Board meeting. A lease agreement currently exists with Taney County as the biosolids facility at the Cooper Creek plant is situated on City of Branson property. The lease document will be transitioned to the JMUC.

Member cities will continue to pay a unit price for each ton of material which they have processed at the facility. The transition from current ownership and operations has no impact on operational costs. The cities of Branson and Hollister are paid through the Coalition for the actual cost of labor and materials used to operate the facilities. This will change to the biosolids Commission which is made up of the same members.

Should the member Cities elect, at any time, to dissolve the JMUC the agreement includes terms for disposition of the equipment. The Cities of Branson and Hollister will have first right of refusal to purchase the equipment located at facilities on their properties. The biosolids facility building at the Cooper Creek plant would be surrendered to the City of Branson.

BILL NO. 5847

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE TERMS OF AN AGREEMENT WITH CURRENT MEMBER CITIES OF THE TRI-LAKES REGIONAL BIOSOLIDS COALITION TO FORM THE TRI-LAKES BIOSOLIDS JOINT MUNICIPAL UTILITY COMMISSION AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the Cities of Branson, Hollister, Forsyth, Reeds Spring, Kimberling City, Rockaway Beach, Galena, and Sparta all members of the Tri-Lakes Regional Biosolids Coalition have recently finalized the following agreement documents necessary to form the Tri-Lakes Biosolids Joint Municipal Utility Commission (JMUC); and

WHEREAS, participation in the Commission and utilization of the Regional Biosolids Dewatering and Drying facility will provide a long term solution for the processing and handling of wastewater sludge generated from the City of Branson’s wastewater treatment facilities; 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 Commission Agreement between the Cities of Branson, Hollister, Forsyth, Reeds Spring, Kimberling City, Rockaway Beach, Galena, and Sparta 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 8/5/12

Chris Lebeck #51831
City Attorney

THE TRI-LAKES BIOSOLIDS JOINT MUNICIPAL UTILITY COMMISSION

CONTRACT

This CONTRACT is made and entered into as of the ____ day of _____ 2020, by and between the municipalities of Branson, Hollister, Forsyth, Kimberling City, Reeds Spring, Rockaway Beach, Galena and Sparta, all municipalities of the State of Missouri (whose duly authorized representatives names are subscribed hereto) hereinafter referred to as the "Members" acting pursuant to the authority conferred upon them by the Joint Municipal Utility Commission Act, Sections 393.700 to 393.770 RSMo, hereinafter referred to as "the Act".

WITNESSETH:

WHEREAS, the Members desire, pursuant to the provisions of the Act, to create and become parties to this contract establishing a Joint Municipal Utility Commission, hereinafter referred to as the "Commission", as a separate governmental entity, constituting a political subdivision and body public and corporate of the State of Missouri, to provide for the planning, development, financing, acquisition, improving, extending, operation, repairing and maintaining facilities for dewatering, drying and disposal of biosolids; and

WHEREAS, by virtue of previous grants the facilities immediately above described have been acquired and are in use by the Members pursuant to a Cooperation Agreement entitled "TRI-LAKES BIOSOLIDS COALITION COOPERATION AGREEMENT", entered into in 2012, a copy of which is attached hereto; and

WHEREAS, the Members, collectively and individually, warrant and represent that they have full authority to enter into this Contract with each other; and

WHEREAS, the Members desire to have a clear understanding as to their responsibilities and rights regarding the acceptance, processing, and disposition of biosolids at the Operating Facilities;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION 1: EFFECTIVE DATE

This Contract shall become effective and the existence of the Commission shall commence when all of the Members have duly executed this Contract.

SECTION 2: CREATION OF THE TRI-LAKES BIOSOLIDS UTILITY COMMISSION; PURPOSE

The Members pursuant to the Act, do hereby create a Joint Municipal Utility Commission, as a separate governmental entity, constituting a political subdivision and body

public and corporate of the State of Missouri, to be known as the Tri-Lakes Biosolids Joint Municipal Commission ("Commission"). The purpose of this Contract and the Commission created hereby is, generally, to own, operate and maintain the acquired drying facilities necessary to meet the needs of the Members and the inhabitants they serve, in the most economic and feasible manner. It is the intent of the Members to organize the Commission on a regional basis to efficiently provide for the operation and maintenance of the Members' needs in the most economical and efficient manner.

SECTION 3: DURATION OF JOINT CONTRACT: DISPOSITION OF ASSETS ON DISSOLUTION

The duration of this Contract and the existence of the Commission shall be perpetual unless sooner terminated by a vote, evidenced by resolution of the governing body, of at least three-fourths (3/4) of the Members, provided, however, that the Contract and the existence of the Commission may not, in any event, be terminated so long as the Commission has any bonds, notes or other obligations, outstanding unless sufficient funds have been set aside irrevocably in trust to satisfy all the outstanding bonds, notes or other obligation of the Commission.

Upon termination of the existence of the Commission the equipment assets of the Commission, located at the Branson and Hollister wastewater treatment facilities, shall be sold or distributed as determined by the Commission. Funds from equipment sold shall be divided and distributed among the Members which are then parties to this Contract in proportion to the amount of total user fees paid unless the Members and all project participants have expressly agreed in writing to the contrary. Branson and Hollister shall have first right of refusal for any Commission equipment located on their properties to be distributed for sale and may pay the Commission for the value of the equipment, beyond their proportionate share, based on fair market value.

Biosolids facility building structures located at the City of Branson, Cooper Creek wastewater plant shall be surrendered to the City of Branson, including structures existing at the time of the Biosolids facility construction and the improvements and additions made thereon.

SECTION 4: WITHDRAWAL

Any Member may withdraw from the Commission upon giving one year's written notice to the Commission, evidenced by resolution of its governing body, and payment of all amounts in arrears in its user fees. If the Commission, prior to the receiving of written notice from the Member, shall have incurred indebtedness, in conformity with Section 11 and Section 12, that matures after the effective date of the notice of withdrawal, the withdrawal shall not become effective until that indebtedness shall have been paid by the Commission; or until sufficient funds have been set aside irrevocably in trust to satisfy that indebtedness, or in the alternative until the withdrawing Member shall have paid to the Commission its pro-rata portion thereof, based on their percentage of use in the Commission's Facilities, or until sufficient funds have been set aside irrevocably in trust to satisfy that portion. Any

withdrawing Member's indebtedness obligations may be waived by at least three-fourths (3/4) affirmative vote of the Commission. Any Member that withdraws from the Commission shall not be entitled to any assets of the Commission. Any Member that has given notice of withdrawal, and satisfied the requirement for withdrawal, shall have no further obligation to the Commission.

Any withdrawing Member shall be responsible for any and all costs directly associated with the withdrawal. All expenses which are incurred by the Commission as a result of a Member's withdrawal shall be the responsibility of the withdrawing Member.

SECTION 5: AMENDMENT

This Contract may only be altered, or amended, by the affirmative vote of each and every Member, except as set forth in this Contract.

SECTION 6: ADDITIONAL CONTRACTING MEMBERS

Additional municipalities of the State of Missouri formed under the provisions of Chapter 247 RSMo or sewer districts formed under Chapter 204 RSMo, may become additional Members of the Commission under this Contract, pursuant to a supplement to this Contract, subject to any bond resolution or other contract with holders of bonds of the Commission and subject to payment of a pro-rata share of organizational, planning and other expenditures as determined by the Commission.

The supplement shall be executed by the applying entity, which shall ratify and adopt this Contract, and it shall become effective when it has been approved by the affirmative vote of at least two-thirds (2/3) of the Members present and voting at any regular meeting and when duly executed and delivered by such additional Member.

SECTION 7: BOARD OF DIRECTORS

(A) DUTIES. The business and affairs of the Commission shall be governed by a Board of Directors hereinafter referred to as the "Board". The powers of the Commission shall be exercised by the Board, in which shall be vested all the powers vested in the Commission by this Contract and by the Act. The Board shall have the power to adopt bylaws, not inconsistent with this Contract or the law of Missouri, for the management, administration, and regulation of the business affairs of the Commission and to adopt rates for processing of all materials delivered to the facilities and the cost incurred for processing and the sale of the biosolids end product to contracting parties.

(B) NUMBER. The Board shall consist of one primary representative and an alternate of each Member to represent them when the primary representative is unable to attend a meeting and shall notify the Chair, in writing, of the name and address, including email address, of the member's designated representative and alternate within thirty days prior to the first meeting at which the representative or designated alternate will appear on behalf of the Member. If the Member fails to provide such notice, the Chair may decline the participation of the representative or designated alternate, at the meeting.

The designated alternate shall enjoy the same voting privileges and shall be bound

by the same duties, terms and conditions as the primary representative they are appearing on behalf, except as otherwise provided in this Agreement. However, a designated alternate for a representative who serves as an elected officer shall not be allowed to serve in the capacity as an officer in the elected representative/officer's absence.

Member representatives or their designated alternates must be an employee, legal counsel, or elected official of the Member.

The Chair shall provide each Member with a current list of all primary representatives and their designated alternates.

- (C) APPOINTMENT. Each of the Members shall appoint, by resolution or ordinance, one primary representative and one alternate, who shall be an employee, legal counsel, or elected official of that Member. A certified copy of that resolution or ordinance shall be provided to the Commission Secretary, and he/she shall determine the qualification of each primary of establishing a quorum at meetings of the Board when the primary representative, for which he/she is an alternate, does not attend. Initial appointments shall be made at the time the governing body of a Member authorizes the execution and delivery of this Contract or supplement hereto, in the case of an additional Member.
- (D) TERM. Each primary representative and alternate shall be appointed and shall continue in office until their successor is appointed and qualified.
- (E) VACANCIES. A vacancy occurring in the Board, whether that vacancy is the result resignation, death, removal or disability, shall be filled within forty-five (45) days from the date the vacancy occurs, by appointment by the governing body of the Member that appointed the primary representative and alternate with respect to whom the vacancy occurred. Except as otherwise provided by law, primary representatives and alternates may be reappointed.
- (F) REMOVAL. Any primary representative or alternate may be removed, at will, at any time by the governing body of the Member that appointed the primary representative or alternate.
- (G) COMPENSATION. No member shall receive compensation from this Commission for any service that person may render to it as a primary representative. With approval of the Commission, a Member or a Member's Primary or Alternate Representative may be reimbursed for actual expenses if those expenses are reasonable and incurred in connection with the business and activities of this Commission.
- (H) ACCOUNTING AND AUDITS. The Board shall establish and maintain an appropriate accounting system. A complete audit shall be made of the Commission's accounts, books, and financial conditions as soon as practicable after the close of each fiscal year, and a report thereon shall be submitted to the Board and the governing body of each Member within ninety days after the close of the fiscal year.

SECTION 8: OFFICERS & EXECUTIVE COMMITTEE

- (A) GENERAL. The officers of this Commission shall be a Chair, Vice-Chair, and a Secretary/Treasurer. The Secretary/Treasurer shall be the representative of the City of

Branson. For the initial term following formation of the Commission, the Chair shall serve a term of two years, the Vice-Chair shall serve a term of one year. Following the initial term, each elected officer's term shall then be two years. Elections shall be held annually with no restrictions on the number of consecutive terms that an individual may serve as an officer, other than those that apply because of his/her status as a voting member under the terms of this Contract. Voting for all offices will be by secret ballot (unless secret ballot voting is waived by 100% of the Commission Members present and then by show of hands). The ballots will be counted by the Chair and certified by the Secretary, immediately following the conclusion of the voting. The results will be announced and recorded in the minutes of that meeting.

Two months prior to the regularly scheduled meeting of the Commission for the annual or special election, nominations will be taken from the floor for the elected officer position(s) to be filled and the names of the person(s) to be placed on the ballot. Any person nominated shall have seven (7) days to withdraw their name from consideration by giving notice to all other voting Members. If upon notice of the withdrawal of a person's name previously nominated, any member desires to nominate another person for the position, that member representative shall, within seven (7) days of the prior notice of withdrawal, provide the name of its new nominee to be placed on the ballot and that person shall have seven (7) days to provide notice of their request to be taken out of consideration for the position. If at this point there are not persons nominated who wish to serve in the available position(s), the request for nominations shall be made at the next regularly scheduled meeting for additional nominations. This process shall continue until a person accepts the nomination to be placed on the ballot as an officer.

In the event that an elected officer is, for any reason unable to complete his/her term and more than six months is remaining on that term, the Chair or Vice-Chair will call for a Special Election. This election will be conducted following the same procedure set forth for general elections. If the unexpired term of the vacant office is six months or less, the Chair, or Vice-Chair, if the Chair is no longer serving, will appoint a replacement, to fill that office for the remainder of the term.

- (B) RESIGNATION. An officer may resign by delivering a written notice thereof to this Commission. That resignation shall be effective when it is delivered unless a future effective date is specified in the notice.
- (C) REMOVAL. Any officer of this Commission may be removed or discharged for any lawful purpose by the Board at any time, with cause, but that removal or discharge shall not affect the contract rights of the Member represented by the person so removed or discharged, or the officer's status as a primary representative.
- (D) COMPENSATION. No officer shall receive any salary or compensation for serving as an officer. With approval of the Commission, an officer may be reimbursed for actual expenses if those expenses are reasonable and incurred in connection with the business and activities of this Commission.
- (E) VACANCIES. Vacancies caused by the death, incapacity, disqualification, resignation or

removal of an officer of this Commission shall be filled by the Board at any annual or other regular meeting, or at any special meeting called for that purpose, and the person or persons so elected to fill a vacancy shall serve at the pleasure of the Board until the next annual meeting of the Board or until that person's earlier death, incapacity, disqualification, resignation or removal.

(F) DELEGATION OF AUTHORITY. The Board may from time to time delegate any of the functions, powers, duties, and responsibilities of any officer to any other officer. In the event of a delegation, the officer from whom any function, power, duty, or responsibility has been transferred shall thereafter be relieved of all responsibility for the proper performance or exercise thereof.

(G) THE CHAIR. The Chair shall preside at all meetings of the Members and shall have any other duties, powers and authority as may be prescribed elsewhere in this Agreement or in the Commission's bylaws or as the Board may from time to time determine.

The Chair, by and with majority approval of the Commission, shall appoint all committees, including standing committees and special committees.

The Chair may execute, with approval of the Board, all bonds, notes, debentures, mortgages, and other contracts and instruments for and in the name of this Commission.

At each annual meeting of the Board, the Chair (together with the Secretary/Treasurer) shall report on the activities and financial condition of this Commission.

The Chair shall have all other duties, powers and authority as may be prescribed elsewhere in this Agreement or the Commission's bylaws or by the Board and as reflected in writing in the minutes.

(H) THE VICE-CHAIR. The Vice-Chair shall work in cooperation with the chair and shall perform all duties as the Board may assign. In the event of the death or during the absence, incapacity, or inability or refusal to act as the Chair, the Vice-Chair shall be vested with all the powers and perform all the duties of the office of the Chair until the Board otherwise provides.

(I) THE SECRETARY/TREASURER. The Secretary/Treasurer shall attend the meetings of the Board and shall prepare, or cause to be prepared, minutes of all proceedings at those meetings, and shall preserve them in the minute book of this Commission to be kept for that purpose. The Secretary/Treasurer shall perform similar duties for any committee when requested by that committee. The Secretary/Treasurer shall have supervision and custody of all moneys, funds, and credits of this Commission, and shall cause to be kept full and accurate accounts of the receipts and disbursements of this Commission in books belonging to it. The Secretary/Treasurer shall keep or cause to be kept all other books of account and accounting records of this Commission as shall be necessary and shall cause all moneys and credits to be deposited in the name and to the credit of this Commission in such accounts and depositories as may be designated by the

Board. The Secretary/Treasurer shall disburse or permit the disbursement of funds of this Commission in accordance with the authority granted by the Board. The Secretary/Treasurer shall be relieved of all responsibility for any moneys or other valuable property or the disbursement thereof as directed by the Board to the custody of any other person, Accounting Firm, or Commission, or the supervision of which is delegated by the Board to any other officer, agent or employee. In addition, the Secretary/Treasurer shall have the following duties:

- (i) Act as custodian of all the books, papers, and records of this Commission and authenticate records of this Commission.
- (ii) Furnish the Board, upon request, a full, true and correct copy of any books, papers or records in the Secretary/Treasurer's possession;
- (iii) Act as custodian of any seal of this Commission and when authorized to do so shall affix it to any instrument requiring the seal, and when so affixed, shall attest the seal;
- (iv) Give, or cause to be given, notice of the meetings of the Board, but this shall not lessen the authority of others to give such notice as provided in this Agreement;
- (v) Exercise and discharge the general duties, powers, and responsibilities of a Secretary/Treasurer of a Commission; and
- (vi) Exercise and discharge any other or further duties or authority as may be prescribed in this Agreement or in the Commission's bylaws, or from time to time by the Board.
- (vii) The Secretary/Treasurer shall render to the Chair or the Board, whenever requested by him/her or by a majority of the Board, a report on all financial transactions of this Commission and the financial condition of this Commission.
- (viii) At each annual meeting of the Members, the Secretary/Treasurer (together with the Chair) shall report on the activities and financial condition of this Commission.
- (ix) The Secretary/Treasurer shall have the general duties, powers, and responsibilities of a Secretary/Treasurer of a Commission, shall oversee all accounting performed on behalf of this Commission and shall have and perform such other duties, responsibilities and authorities as may be prescribed from time to time by the Board.

(J) EXECUTIVE COMMITTEE. The Executive Committee shall be a standing committee and shall consist of the Chair, Vice-Chair, and the Secretary/Treasurer. This committee will act on behalf of the Commission only in the event of an emergency which does not permit the Commission Members to meet or the business at hand is of a routine nature and has been previously approved by the Commission. The Executive Committee shall adhere to all applicable bid laws and regulations.

SECTION 9: MEETINGS AND VOTING

(A) ORGANIZATIONAL MEETING. The Board shall, promptly following the appointment of its primary representatives, meet in an organizational meeting to elect the officers described in SECTION 8.

- (B) MEETINGS OF THE BOARD. The Board shall adopt such requirements and procedures for annual, regular, and special meetings as it deems appropriate and in accordance with the Statutes of the State of Missouri. Notice of all meetings will be posted by all Members to satisfy the requirements of Section 610.020 of the Revised Statutes of Missouri. The expense of meetings, workshops, retreats, symposia, field trips and the like shall be borne by each Member for its representative unless the Commission, by a majority vote, elects to pay the expenses for a representative to attend a particular seminar of benefit to the conduct of the Commission's business.
- (C) QUORUM. With the exception of the approval of any contract, a simple majority of the voting membership shall constitute a quorum and must be present to conduct business. For the approval of contracts, at least two-thirds (2/3) majority vote, which must include both Branson and Hollister, is required. However, if a representative of Hollister and/or Branson shall fail, or refuse, to attend two consecutive meetings where such contract is presented, then at least two-thirds (2/3) majority vote of those in attendance at the third meeting shall be sufficient for acceptancy or rejection of the subject contract. All members shall make a good faith effort to attend all Commission meetings. Members may attend a Commission meeting via teleconference or videoconference and may vote via teleconference or videoconference. Record of attendance shall be kept by the Secretary to the Commission and presented as part of the minutes.
- (D) DECISIONS AND VOTING. The normal work of the Commission will be conducted and facilitated under Roberts Rules of Order. All votes on issues will be taken and recorded in minutes of each meeting by the Secretary. If a Commission Member or Members reasonably believe, after advice of counsel, that a Missouri statute or law is being violated by any decision or vote taken by the Commission, that Commission Member or Members shall have the right to file a Declaratory Judgement in the Circuit Court of Taney County to have the legality of the decision or vote judicially determined. The subject decision or matter voted on shall not proceed until a final decision by said court has been rendered. The prevailing party(s) shall be entitled to an award of its reasonable attorney fees and expenses.

SECTION 10: GENERAL POWERS

The general powers of the Commission shall be the powers set forth in the Act and shall include the power to:

- (A) Operate, maintain, and repair the Tri-Lakes Regional Biosolids Drying Facilities;
- (B) Plan, develop, acquire, construct, reconstruct, explore, manage, dispose of, participate in, extend or improve under one or more projects related to the Biosolids Drying Facilities, either exclusively or jointly, or by participation with municipalities and counties, or acquire any interest in or any rights to the output of a project related to biosolids drying, within or outside the State of Missouri, and act as an agent, or designate one or more other persons participating in a project to act as its agent, in connection with the planning, acquisition, construction, extension or improvement of that project related to biosolids

drying;

- (C) Acquire, by purchase or lease, construct, install, and operate Biosolids Drying Facilities, and to lease, own and hold any real estate and personal property as may be necessary or convenient to carry out the purpose of the Commission;
- (D) Enter into operating, franchises, exchange, joint purchase, distribution, and other similar agreements with any person or entity;
- (E) Employ agents and employees;
- (F) Contract with any person or legal entity within or outside the state, for the construction of any project or for any interest therein or any right to the use of any facility, prepare final plans and specifications in advance of construction, or secure performance and payment bonds, except to the extent and on the terms as the Board or Executive Committee, if so established, shall determine. A contract entered into pursuant hereto shall contain a provision that the requirements of sections 290.210 to 290.340, RSMo, requiring the payment of prevailing wages on public works, shall apply;
- (G) Sell, distribute biosolids, or any by-product resulting therefrom, within the State of Missouri, in any amount as it shall determine to be necessary and appropriate to make the most effective use of its powers and to meet its responsibilities, and to enter into agreement with any person or entity with respect to the sale or distribution, on terms and for the period of time as the Board shall determine;
- (H) Acquire, own, hold, use, lease, as lessor or lessee, sell or otherwise dispose of, mortgage, pledge, or grant a security interest in any real or personal property, commodity or service, or interest therein;
- (I) Exercise the powers of eminent domain as provided by law;
- (J) Incur debts, liabilities or obligations including the issuance of bonds pursuant to the authority granted in Section 27, Article VI of the Missouri Constitution;
- (K) Sue and be sued its own name;
- (L) Have and use a corporate seal;
- (M) Fix, maintain, and revise fees, assessments, rates, rents and charges for functions, services, facilities or commodities provided by the Commission;
- (N) Make, and from time to time, amend or repeal bylaws or regulations not inconsistent with

this Agreement;

- (O) Invest any funds in reserve or sinking funds, or any funds not required for immediate disbursement, including the proceeds from the sale of any bonds, in those obligations, securities and other investments as the Board deems proper;
- (P) Join organizations and memberships in which is deemed by the Board to be beneficial to the accomplishment of the Commission's purposes;
- (Q) Exercise any other powers that are deemed necessary and convenient by the Board to effectuate the purpose of the Commission;
- (R) Do and perform any authorized acts and things through or by means of an agent or by contracts with any person or entity; and
- (S) Comply or cause compliance with the Act, the laws of the State of Missouri, and each and every term, provision, and covenant of this Agreement.

SECTION 11: ACQUISITION, CONSTRUCTION, OPERATION, AND MAINTENANCE OF PROJECTS.

The Commission shall have the responsibility for the acquisition, and construction, operation and maintenance of any of its projects, including any interest in facilities acquired under a co-ownership arrangement with others; provided that, in connection with any co-ownership arrangement, the Commission may act as agent, or designate any other participant therein to act as agent, for the acquisition, construction, operation, and maintenance of projects on behalf of all the participants therein.

SECTION 12: FINANCING OF PROJECTS

The Commission may finance any of its projects in any manner as the Board shall authorize by resolution, which may include grants or loans from any governmental agency or entity or from any commercial lending institutions and/or including the issuance of revenue bonds. Bonds issued pursuant to sections 393.700 to 393.770 RSMo by the Commission shall be payable as to the principal and interest, solely from the net revenues derived by the Commission from the operation and maintenance of the Commission's projects, or from sources made available to the Commission from sources other than from proceeds of taxation. Revenue bonds and other indebtedness of the Commission shall not be the debt, liability or obligation of the Member municipalities and neither the faith and credit nor the taxing power of the Members shall be pledged to the payment of such indebtedness or revenue bonds (393.725 RSMo). The Commission shall endeavor to maintain revenue streams sufficient to pay the operation and maintenance, principal and interest of projects through contracts as outlined in Section 15, Contracts.

SECTION 13: ANNUAL BUDGET; ASSESSMENTS

The Board shall prepare and submit to each Member, not later than ninety (90) days prior to the commencement of each fiscal year other than the initial fiscal year, an itemized annual budget that shall set forth in reasonable detail the estimated receipts and expenditures relating to

(i) the Commission, (ii) each of its projects, for that year, and (iii) operations and maintenance of the Facilities.

The Board may amend the annual budget at any time during the fiscal year.

SECTION 14: INDEMNIFICATION OF DIRECTORS AND OFFICERS

No primary representative or officer shall be personally liable for any actions or procedure of the Board. Each primary representative or officer of the Commission, whether or not then in office, shall be indemnified by the Commission against all costs and expenses actually and necessarily incurred by him/her in connection with the defense of any action, suit or proceeding in which he/she may be involved or to which he/she may be made a party by reason of his/her being or having been a primary representative or officer except in relation to matters as to which he/she shall be finally adjudged, in an action, suit or proceeding, to be liable for willful or wanton negligence or misconduct in the performance of his/her duty.

The costs and expenses shall include amounts reasonably paid in settlement for the purpose of curtailing the costs of litigation, but only if the Commission is advised in writing by its counsel that it is the counsel's opinion the person indemnified did not commit willful or wanton negligence or misconduct in the performance of duty. The foregoing right of indemnification shall not be exclusive of other rights to which the primary representative or officer may be entitled as a matter of law or by agreement.

SECTION 15: CONTRACTS

Except as otherwise provided by law, the Board may authorize, by resolution, any officer or officers, agent or agents, employee or employees to enter into any contract, execute and deliver any instrument, in the name and on behalf of the Commission. The Commission will ensure that revenue for projects is sufficient to pay all cost of projects including but not limited to engineering, operation and maintenance, principal and interest.

The Commission may contract with the City of Hollister (Contract Operator) for the operations, maintenance, and repair responsibilities for the equipment located at the Hollister Wastewater Treatment Facility (Operating Facilities).

The Commission may contract with the City of Branson (Contract Operator) for the operations, maintenance, and repair responsibilities for the equipment located at the Branson Compton Drive and Cooper Creek Wastewater Treatment Facilities (Operating Facilities).

The Commission may contract with the City of Branson to transport liquid biosolids by tank truck from Member holding tanks located at Member treatment plants.

The Commission may contract with the City of Branson to file and submit all Regulatory reports and maintain all Operational records.

The Commission may contract with the City of Branson to collect all fees from Commission Members utilizing the Operating Facilities, pay all invoices and billings from said collections for all Operating Facilities and perform all financial records keeping for the Commission.

SECTION 16: SERVICES OF MEMBERS

Except as provided below, the Members agree to use the Operating Facilities for dewatering, drying, and disposal of 100% of their biosolids.

The Members, and each of them individually, further agree that no biosolids from any other source or any other foreign substance shall be intermixed with that Member's biosolids to be deposited at the Operating Facilities, unless it has been tested by the Member wishing to deposit such biosolids for processing and found to be acceptable to the Commission. A copy of the test results will be submitted to the Commission's Contract Operator. If for any reason the Operating Facilities cannot accept the biosolids, the Member receiving the biosolids may utilize other disposal methods.

SECTION 17: SAMPLING AND TESTING

(A) Each Member shall be responsible for taking samples of its biosolids and performing necessary tests before depositing said biosolids at the Operating Facilities, as the Commission may require from time to time or as required by MDNR or EPA to meet the standards for Class B biosolids as defined in 40 DFR 503. Such sampling and testing shall be reasonably related to determining the character of the biosolids, and may be adjusted based upon the results of particular tests either at the Operating Facilities or at the Member facility, but must meet applicable state and/or federal regulations.

(B) The Members agree that protecting the integrity of the products of the Operating Facilities' process, as well as permitting compliance for the Operating Facilities, are critical priorities for the Operating Facilities, and the Members will promptly comply with all sampling and testing directives from the Commission. The sampling and testing shall be limited to those samples and tests which are related to compliance with this Contract, as well as current state and federal regulations. The biosolids shall be analyzed at least once per year or as required by each Member's NPDES permit.

(C) The costs of sampling and testing of each individual Member's separate biosolids contributions to the Operating Facilities shall be fully borne by that Member.

(D) The Members specifically understand and agree that in the event that any of the tests of its biosolids at the Operating Facilities or at any stage in the processing show levels of contamination of any kind that are unacceptably high under applicable state and/or federal standards or prudent operating procedure for the Operating Facilities, as determined in the sole judgment of the Commission, the Member may be required to perform additional sampling and testing, at its own expense, in order to provide the Commission Secretary with needed information.

SECTION 18: TRANSPORTATION

(A) The Members acknowledge and agree to use a Commission provided truck to transport

its biosolids. Transportation charges will be calculated and included in the per dry ton Member charge as outlined in Section 21. The Commission shall be responsible for contracting with an appropriately licensed and suitable Contract Operator to provide transportation of biosolids. Furthermore, the Commission's Contract Operator will be responsible for coordinating the transportation needed to reasonably comply with the volume of biosolids processed and the storage capacity to be maintained by the Members.

(B) Responsible personnel of each Member will coordinate transportation schedules at their wastewater treatment facilities. The Commission's Contract Operator will work with the contributing Member for the scheduling and processing of its biosolids. The Commission's Contract Operator shall maintain current and accurate records concerning the quantity of biosolids delivered to the Operating Facilities and to provide such records to each Member upon request. The Commission's Contract Operator will also provide a record of the quantity of biosolids transported to and from the Operating Facilities.

SECTION 19: DISPOSAL & STORAGE:

1: Disposal

If processed Class A biosolids from the drying facility cannot be sold or distributed for benefit to the Commission then each Member shall be solely responsible for the disposal of an amount of Class A biosolids commensurate with the amount of biosolids brought to the Operating Facilities in a calendar year by each Commission Member, unless agreed upon by a majority vote of Commission Members to utilize an alternative disposal method.

2: Storage

Members shall provide adequate storage for their own liquid biosolids prior to dewatering. Member's existing biosolids storage tanks shall be so modified, at the Member's expense, to allow for the Commission's Contract Operator to remove biosolids from the tank(s). Tank suction line(s) shall be equipped with a four-inch (4") hose quick connect.

SECTION 20: HAZARDOUS MATERIALS

Members agree not to cause or permit any hazardous material (as defined below) to be brought to the Operating Facilities for processing and/or treatment. If a Member breaches its obligations under this paragraph, or if the presence of hazardous material is found in biosolids brought or delivered by a Member to the Operating Facilities, that Member shall indemnify, defend, and hold the Commission and the Commission's Contract Operator harmless from any and all claims, judgments, damages, penalties, fines, cost, liabilities, or losses whatsoever, including attorney fees that arise during or after the term of this Contract as a result of the introduction of any such hazardous material into the Operating Facilities. As used herein, the term "Hazardous Material" means any hazardous or toxic material or waste which is or becomes regulated by any local governmental authority, the State of Missouri, MDNR, the EPA, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance that is

defined as a "hazardous substance" or "hazardous waste" under any local, state, or federal statutory, administrative, or other regulatory authority. Nothing in this Section is meant to, and expressly does not waive, any Members' right to sovereign immunity which exists under Section 537.600 of the Revised Statutes of Missouri.

SECTION 21: PROCESSING CHARGES AND FEES

(A) The Commission shall collect for processing biosolids based upon the quantity of biosolids delivered to the Branson and Hollister Operating Facilities by each Member and the biosolids processing services provided to each Member. Such charges for biosolids processing will be established by the Commission, based on the cost of processing. The Commission shall be paid for cost of biosolids processing based upon the weight of the biosolids contributed by each member measured per dry ton.

(B) The formula used to determine the per dry ton rate for biosolids processing as described above shall be the total projected operating cost for the coming year divided by the projected total quantity of biosolids in dry tons to be delivered to the Operating Facilities for the year. Eligible costs for service include the following:

1. The total projected operation and maintenance costs, plus
2. The total projected administrative cost, including accounting, collection, communication, administration staffing, engineering, legal, training, travel, memberships, insurance miscellaneous office expenses, and other costs approved by the Commission, plus
3. Any projected interest and principal payments to be made, plus
4. Any other reasonable and appropriate costs or expenses agreed upon by the Commission for the coming year; and
5. Debt service payments for capital improvements projects approved by the Commission.

(C) The rates shall be computed annually, at the end of each calendar year, with the newly computed rate being effective January 1 of the following year.

(D) Upon joining the Commission either as an original Member or upon becoming a Member at a later date, each Member shall submit a deposit to the Commission equivalent to three months of projected charges for that Member. The deposit shall be returned to the Member through credits to the Member's final monthly invoices following the provision of notice to not renew this Contract as prescribed in Section 4.

(E) An invoice will be billed to each Member by first class mail, postage prepaid, during the second week of each month and will be due the 10th of the following month. At the sole discretion of the Commission, failure to pay past due accounts within 60 days of the invoice date may be cause for termination of the Member's rights under this contract. Late charges will accrue to past due accounts at the maximum rate allowable by law.

(F) Any other notices hereunder required to be given, in writing, shall be mailed by

certified mail, return receipt requested, if not personally delivered, to the address set forth below -and until such said address is changed by notice in writing.

City of Branson
616 West Pacific
Branson, MO 65616

City of Hollister
312 Esplanade Street
PO Box 638
Hollister, MO 65673

City of Forsyth
15405 US Highway 160
Forsyth, MO 65653

City of Rockaway Beach
2762 State Highway 176
Rockaway Beach, MO 65740

City of Galena
PO Box 234
Galena, MO 65656

City of Kimberling City
34 Kimberling Blvd.
Kimberling City, MO 65686

City of Sparta
PO Box 246
Sparta, MO 65753

City of Reeds Spring
22597 Main Street
Reeds Spring, MO 65737

SECTION 22: GENERAL AND LEGAL

(A) No party to this Contract may assign its interest to any person or entity without the prior written consent of all parties to this Contract. This Contract may be amended from time to time by written amendment, duly authorized and executed by all of the parties to the Contract.

(B) This Contract shall be governed by and construed in accordance with the laws of the State of Missouri. The Circuit Court of Taney County, Missouri shall be the sole and proper venue for any dispute regarding this Contract.

(C) The parties shall cooperate with one another to accomplish the terms, conditions, and

(D) provisions of this Contract, and to execute such additional documents as are necessary to effectuate the same.

(E) This Contract and the various operational agreements to be entered into with the Cities of Branson and Hollister (Contract Operators) embody the entire agreement between the parties and all previous communications, representations, or agreements, either verbal or written between the parties pertaining to the ownership and operation of Biosolids equipment. This Contract can only be modified in writing, signed by all parties, approved by the passage of ordinances approving the modification, addendum or amendment, or as otherwise required by Missouri law.

(F) Should litigation arise between the parties with regard to any matter contained in this Contract, it is agreed that the prevailing party or parties shall recover from the losing party or parties all costs, litigation expenses, and attorneys' fees incurred in the prosecution or defense of its/their position.

(G) This Contract shall be filed with the County Clerks of Taney County, Stone County, Christian County, and the City Clerks of each Member.

(H) The parties agree that if any part, term, portion, or provision of this Contract is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Missouri, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, portion, or provision held to be invalid.

(I) In no event shall the language or requirements of this Contract constitute or be construed as a waiver or limitation of the Commission Members' rights or defenses with regard to each entities' applicable sovereign, governmental, or official immunities and protections as provided by law.

SECTION 23: INFORMATION FROM MEMBERS

Upon request of the Commission, elected and appointed officers and employees of the Member shall promptly furnish information, statistics, and reports under this contract to the Commission and shall otherwise cooperate with the Commission.

SECTION 24: NOTICES

Any formal notice, demand or request provided for in this Contract shall be in writing and shall be deemed properly served, given or made if delivered in person or sent by regular or e-mail, postage prepaid, to the persons and at the address provided in writing to the Commission.

SECTION 25: DUPLICATE ORIGINALS

This Agreement may be executed in several counterparts, each of which will be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Members have caused this Contract to be executed as of the dates set opposite the respective signatures of their authorized representatives and to be effective the date set out on the first page hereof.

(Separate signature pages of each Member are attached hereto)

CITY OF BRANSON, MISSOURI

Dated: _____

By: _____
E. Edd Akers, Mayor

ATTEST: _____
Lisa K Westfall, City Clerk

APPROVED AS TO FORM:

CLL #5181 7/21/20

Chris Lebeck Mo. Bar No. 51831
City Attorney

CITY OF HOLLISTER, MISSOURI

Dated: _____

By: _____

David Tate, Mayor

ATTEST: _____

Bridgette Epps, City Clerk

CITY OF FORSYTH, MISSOURI

Dated: _____

By: _____

Kelly Dougherty, Mayor

ATTEST: _____

Cheyenne Beasley, City Clerk

CITY OF KIMBERLING CITY, MISSOURI

Dated: _____

By: _____

Robert Fritz, Mayor

ATTEST: _____

Laura Cather, City Clerk

CITY OF REEDS SPRING, MISSOURI

Dated: _____

By: _____

Steve Rogers, Mayor

ATTEST: _____

Jenny Dye, City Clerk

CITY OF ROCKAWAY BEACH, MISSOURI

Dated: _____

By: _____

Rex Wood, Mayor

ATTEST: _____

Jann Clark, City Clerk

CITY OF GALENA, MISSOURI

Dated: _____

By: _____

John Coones, Mayor

ATTEST: _____

Lisa Chambers, City Clerk

CITY OF SPARTA, MISSOURI

Dated: _____

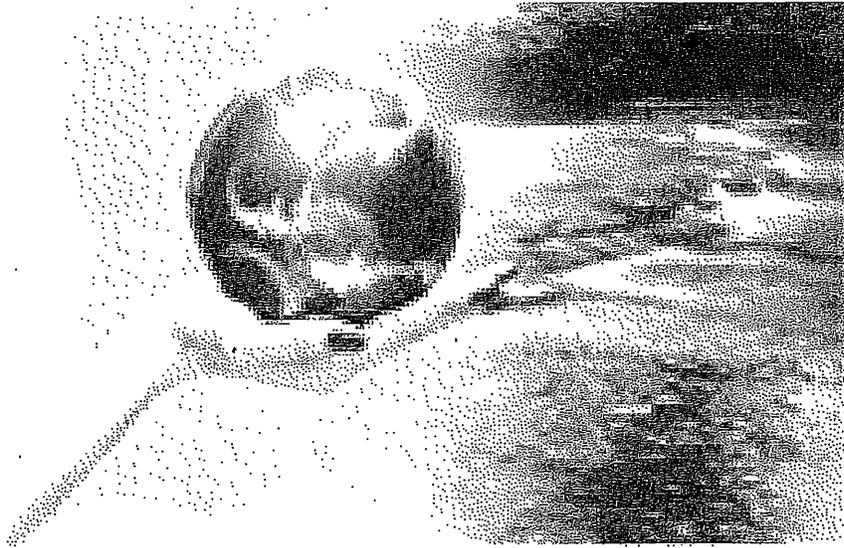
By: _____

Jenni Davis, Mayor

ATTEST: _____

Beckie Vessar, City Clerk

*“TRI-LAKES BIOSOLIDS COALITION”
COOPERATION AGREEMENT*



*THE MISSOURI PUBLIC ENTITIES OF
TANEY COUNTY & CITIES OF
BRANSON, BRANSON WEST, FORSYTH,
HOLLISTER, & KIMBERLING CITY*

Version 121212

1

THIS COOPERATION AGREEMENT (herein after referred to as "Agreement") is entered into this 22nd day of January 2013, by and between Taney County, Missouri (hereinafter referred to as "County") and the Cities of Branson, Branson West, Forsyth, Hollister, and Kimberling City, (hereinafter referred to as a group as "Cities" or the individual named Cities) and collectively all parties shall be known as the "Tri-Lakes Biosolids Coalition" (hereinafter referred to as "Coalition" or "Member").

WHEREAS, the County has received a \$3,000,000.00 Grant from the Missouri Department of Natural Resources (MDNR) and the County is contributing matching funds in the amount of \$3,000,000.00 from local sewer sales tax funds to purchase equipment and construct facilities needed to improve the processing of Biosolids from the treatment of sewage produced by the Cities and County residents and collected and processed by the cities; said equipment to include dewatering centrifuges, a Biosolids (herein after referred to as "Biosolids") dryer, and related facilities.

WHEREAS, the Cities and County desire to enter into an Agreement to utilize the equipment to be purchased by the Grant and County matching funds which would allow for the acceptance and processing of Biosolids from the Cities and County residents (hereinafter referred to as the "Operating Facilities"); and

WHEREAS, the County warrants and represents that it has full authority to enter into this Agreement with the Cities; and

WHEREAS, the Cities, collectively and individually, warrant and represent that they have full authority to enter into this Agreement with the County and each other; and

WHEREAS, on several occasions representatives of the County and the Cities have met to discuss the details, conditions and provisions under which Biosolids would be accepted for processing; and

WHEREAS, the Cities and the County desire to have a clear understanding as to their mutual responsibilities and rights as to the acceptance and processing of Biosolids at the Operating Facilities; and

WHEREAS, the Members intend to form a Joint Municipal Utility Commission (hereinafter referred to as "JMUC") at which time the rights, duties, and responsibilities of the Members shall transfer to the JMUC and the County consents to such transfer; and

WHEREAS, it is to the mutual benefit of the parties hereto to enter into this Agreement;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

All WHEREAS clauses as stated above are agreed to by the parties and incorporated herein by reference as fully set forth.

COALITION PROCEDURE GUIDELINES

ARTICLE 1 – NAME

The name of this agreement shall be the Tri-Lakes Biosolids Coalition Agreement (hereinafter referred to as the “Agreement”).

ARTICLE 2 – PURPOSE

The purpose of the Agreement is to define the responsibilities for the construction, utilization, ownership, operation and maintenance of facilities for dewatering, drying and disposal of Biosolids.

ARTICLE 3 – MEMBERSHIP

Section 1: Eligibility

The Cities and the County enter into this Agreement and collectively will be known as the “Coalition” with the initial Coalition members consisting of Taney County, Missouri, and the cities of Branson, Missouri, Branson West, Missouri, Forsyth, Missouri, Hollister, Missouri, and Kimberling City, Missouri.

Section 2: Membership Application

The Coalition may consider other public entity involvement. Application to join the Coalition and be bound by this Agreement shall be in writing, on forms provided for that purpose. Applications will be submitted to the Executive Committee (as defined in Article 7, Sec 3) and the application will be given to the Coalition members for their final approval. If approval is given, the new public entity shall comply with Missouri statutes regarding approval for involvement in intergovernmental agreements in general and this Agreement in particular and shall be on the terms and conditions placed on new entity involvement as voted on by a simple majority of the Coalition members in attendance at the time of such vote, provided, however, that a representative of Branson and Hollister are present

for such vote. However, if a representative of Hollister and/or Branson shall fail, or refuse, to attend two consecutive meetings where such vote is presented, then a simple majority of those in attendance at the third meeting shall determine the inclusion or rejection of the new application and if accepted, upon what additional terms the new Member may enter membership with the Coalition. However, the Members agree that the Taney County Regional Sewer District and other Taney County municipalities may enter as a Member upon the same terms and conditions as the initial members.

Section 3: Termination of Involvement In Coalition

Any Coalition member may terminate their involvement in the Coalition as set forth in Article 15 below.

Section 4: Conflict of Interest

Where a Coalition Member or its employees, agents or service, either on their behalf or while acting for, by, with or through another, has any monetary or personal interest, direct or indirect, in any matter bearing on this Agreement, or otherwise has a conflict of interest, as a voting member of the Coalition, they:

- a) Shall disclose their interest and the general nature thereof prior to any consideration of the matter in the meeting of the Coalition; and
- b) Shall not take part in the discussion of or vote on any question in respect of the matter; and
- c) Shall not in any way, whether before, after or during the meeting, influence the voting on any such question.

The monetary or personal interest, direct or indirect, of an immediate family member shall, if known to the voting member, be deemed to be also the monetary interest of the voting member. Every declaration of interest and the general nature thereof shall be recorded in the minutes of the meeting.

- d) This Section 4, shall not, however, affect the ability to speak to or vote on the adoption of any contract between Branson and the Coalition or Hollister and the Coalition.

Section 5: Coalition Member Entity Vote

Subject to specific voting provisions contained in this Agreement, each Coalition Member shall have one vote.

ARTICLE 4 – MEETINGS

Section 1: Regular Meetings

The Coalition will meet monthly. At the conclusion of each meeting, the date of the next monthly meeting shall be established. Notice of Coalition meetings will be posted by all Members to satisfy the requirements of Section 610.020 of the Revised Statutes of Missouri.

The regular monthly meetings will proceed with the posted agenda, following Roberts Rules of Order.

Section 2: Special Meetings

Notice of special meetings shall be sent to each member at least seven business days prior to such meeting. The expense of additional meetings, workshops, retreats, symposia, field trips and the like shall be borne by each Member for its representative unless the Coalition, by a majority vote, elects to pay the expenses for a representative to attend a particular seminar of benefit to the conduct of the Coalition's business.

Section 3: Open Meetings and Notice

All meetings of the Coalition shall be posted and open to the public in the manner according with §610 RSMo (the Missouri Sunshine Law). The time and place of meetings shall be set to facilitate, to the extent possible, the participation of the public. Copies of all materials presented or discussed, in open session, shall be made available for public inspection.

Section 4: Quorum

With the exception of the approval of any contract, a simple majority of the voting membership constitute a quorum and must be present to conduct business. For the approval of contracts, a two-thirds majority vote, which must include both Branson and Hollister, is required. However, if a representative of Hollister and/or Branson shall fail, or refuse, to attend two consecutive meetings where such vote is presented, then a two-thirds majority vote of those in attendance at the third meeting shall be sufficient for acceptance or rejection of the subject contract.

Section 5: Attendance

All members shall make a good faith effort to attend all Coalition meetings. Record of attendance shall be kept by the secretary to the Coalition and presented as part of the minutes.

Section 6: Electronic Meetings

Members may attend a Coalition meeting via teleconference or videoconference and may vote via teleconference or videoconference.

Section 7: Designated Representatives and Alternates

Each Coalition member shall designate one primary representative and an alternate to represent them when the primary representative is unable to attend a meeting and shall notify the Chair (as defined in Article 6, Sec 2), in writing, of any changes to these designations. Each Coalition member must notify the Chair, in writing, of the name and address, including email address, of the Coalition member's designated representative and alternate within thirty days prior to the first meeting at which the representative or designated alternate will appear on behalf of the Coalition member. If the Coalition Member fails to provide such notice, the Chair may decline the participation of the representative or designated alternate, at the meeting.

The designated alternate shall enjoy the same voting privileges and shall be bound by the same duties, terms and conditions as the primary representative they are appearing on behalf, except as otherwise provided in this Agreement. However, a designated alternate for a representative who serves as an elected officer shall not be allowed to serve in the capacity as an officer in the elected representative/officer's absence.

Without prior written approval of a simple majority of the Coalition member entities, the Coalition Member representative or designated alternate must be an employee, legal counsel, or elected official of the Coalition Member.

The Chair shall provide each Coalition member with a current list of all primary representatives and their designated alternates.

Section 8: Decisions and Voting

The normal work of the Coalition will be conducted and facilitated under Roberts Rules of Order. All votes on issues will be taken and recorded in the minutes of each meeting by the Secretary.

If a Coalition Member or Members reasonably believe, after advice of counsel, that a Missouri statute or law is being violated by any decision or vote taken by the Coalition, that Coalition Member or Members shall have the right to file a Declaratory Judgment in the Circuit Court of Taney County to have the legality of the decision or vote determined. The subject decision or matter voted on shall not proceed until a final decision by all courts with competent jurisdiction, or an Order allowing the matter to proceed has been obtained from the Circuit Court. The prevailing party(s) shall be entitled to its attorney fees and expenses.

Section 9: Parliamentary Authority

The current edition of Roberts Rules of Order shall be the final source of authority in all matters of procedure not specifically covered in this Agreement.

ARTICLE 5 -- REMOVAL

Section 1: Conditions for Removal

A Coalition member representative or alternate may be removed from office by a two-thirds majority vote of the Coalition member representatives at a duly called meeting for that purpose or placed on the agenda for a regular meeting. The Coalition Member shall immediately replace said removed representative or alternate and shall prevent said removed representative from attending future meetings, except as a private citizen, without written permission from a majority of the remaining member representatives.

A Coalition member representative shall automatically cease to hold office when he/she ceases to be a representative or the Coalition member ceases to be a member of the Coalition.

ARTICLE 6 -- OFFICERS

Section 1: Election of Officers

At the first meeting of the Coalition, voting members shall select, from the primary representatives, a Chair and Vice-Chair. The Secretary/Treasurer shall be the representative of the City of Branson. For the initial term following formation of the Coalition, the Chair shall serve a term of two years, and the Vice-Chair shall serve a term of one year. Following the initial term, each elected officer's term shall then be two years. Elections shall be held annually with no restrictions on the number of consecutive terms an individual may serve as an officer, other than those that apply because of his/her status as a voting member under the terms of this Agreement.

Two months prior to the regularly scheduled meeting of the Coalition for the annual or special election, nominations will be taken from the floor for the elected officer position(s) to be filled and the names of the person(s) to be placed on the ballot. Any person nominated shall have seven (7) days to withdraw their name from consideration by giving notice to all other voting members. If upon notice of the withdrawal of a person's name previously nominated, any member wishes to nominate another person for the position, that member representative shall, within 7 days of the prior notice of withdrawal, provide the name of its new nominee to be placed on the ballot and that person shall have seven (7) days to provide notice of their request to be taken out of consideration for the position. If at this point there are no persons nominated who wish to serve in the available position(s), the request for nomination(s) shall be placed on the agenda for the next regularly scheduled meeting for further discussion and additional nominations. This process shall continue until a person accepts the nomination to be placed on the ballot as an officer.

Voting will be by secret ballot. The ballots will be counted by the Chair and certified by the Secretary, immediately following the conclusion of the voting. The results will be announced and recorded in the minutes of that meeting.

In the event that an elected officer is, for any reason, unable to complete his/her term and there is more than six months remaining on that term, the Chair or Vice-Chair will call for a Special Election. This election will be conducted following the same procedure set forth for general elections. If the unexpired term, of the vacant office is six months or less, the Chair (or Vice-Chair, if the Chair is no longer serving) will appoint a replacement, to fill that office for the remainder of the term.

Section 2: Duties

- a) The Chair shall be the official spokesperson for the Coalition. He/she shall preside at all meetings of the Coalition. He/she shall be an ex-officio member of all committees.
- b) The Vice-Chair shall assist the Chair and perform the duties of the Chair in the absence or disability of the Chair. The Vice-Chair shall perform such other duties from time to time that may be requested by the Coalition or the Chair.
- c) The Secretary/Treasurer shall record minutes of all Coalition meetings, to be approved by a vote of the Coalition, shall be responsible for giving notices, shall keep an accurate set of records reflecting all income and

expenses, bill all members and third parties and provide all members with an annual statement within 40 days after the end of the Coalition's year. The Secretary shall perform such other duties from time to time that may be requested by the Coalition or the Chair.

- d) Should the Coalition decide to utilize the services of an Administrator to organize and manage the planning and overall responsibilities of the Coalition, the Administrator will serve as an ex-officio member of the Executive Committee, but will not be entitled to voting rights.

Section 3: Compensation

Coalition member representatives, alternates and officers shall receive no salary or other compensation for services rendered as representatives or officers. All compensation shall be the responsibility of the individual Coalition member pursuant to state and federal law. Board representatives and officers may receive reimbursement for approved expenses that are incurred in conducting Coalition business and these expenses will be included in calculation of fees collected in Article 14 below.

ARTICLE 7 – COMMITTEES

Section 1: Appointment and Authority

The Chair, by and with a majority approval of the Coalition, shall appoint all committees, including standing committees and special committees.

It shall be the function of a committee to make investigations, conduct studies and hearings and make recommendations to the Coalition and to carry on such activities as may be delegated to them by the Coalition.

Section 2: Limitation of Authority

No committee shall take any formal action, or in any way commit the Coalition until approval or ratification by the Coalition.

Section 3: Standing Committees

The following Standing Committees shall be established by the Coalition according to the provisions herein and such other provisions as the Coalition may from time to time determine:

Executive: The Executive Committee will consist of the Chair, Vice Chair and the Secretary/Treasurer and the possible inclusion of Administrator in an ex-officio status. This committee will act on behalf of the Coalition only in the event of an emergency which does not permit the Coalition members to meet or the business at hand is of a routine nature and has been previously approved by the Coalition. The Executive Committee shall adhere to all applicable bid laws and regulations.

ARTICLE 8 – OWNERSHIP, RESPONSIBILITIES & RIGHTS

Section 1: County Ownership

The County agrees to remain as the owner of the Operating Facilities for the initial five (5) year term of operation or establishment of Joint Municipal Utility Commission (hereinafter referred to as “JMUC”), whichever is later, which includes the amount of time required to satisfy the conditions of the Missouri Department of Natural Resources (MDNR) \$3,000,000 Grant and the MDNR permit requirements. The Listing of Operating Facilities is attached hereto and incorporated herein by reference as Exhibit A.

Section 2: Transfer of Ownership

- a) During such time as the County must maintain ownership as stated in Article 8, Section 1 above, the County, by execution of this Agreement, hereby conveys its respective duties and responsibilities and right of fee collection to the Coalition specifically and exclusively for the Operating Facilities; however upon formation of the JMUC, the County shall transfer its respective duties and responsibilities and right of fee collection to the JMUC and the Coalition waives its right to such fee collection.
- b) After the initial operation period of five (5) years in Article 8, Section 1 above, the County agrees to convey complete ownership, and all rights and responsibilities of the Operating Facilities to the JMUC. The Coalition agrees to accept such ownership transfer and to acknowledge all respective duties and responsibilities of ownership and MDNR permitting requirements regarding the respective equipment through a contemplated Joint Municipal Utility Commission as defined in RSMo, Chapter 393.

Section 3: Responsibilities for Operation

- a) The County agrees to the following duties and responsibilities regarding the Operating Facilities:
 - 1) During the initial construction warranty, County shall cooperate fully with the Coalition for the replacement or repair of defective Operating Facilities.
 - 2) Perform all of the above listed responsibilities at no cost to the Coalition.
- b) The Coalition agrees to the following duties and responsibilities regarding the Operating Facilities:
 - 1) To Operate, Maintain and Replace (O, M & R) the Operating Facilities, including manufacturer recommended preventative maintenance activities.
 - 2) To replace or repair defective or broken Operating Facilities.
 - 3) To complete, submit, and retain, as required, any MDNR or Environmental Protection Agency (EPA) reporting documentation required for the O, M & R of the Operating Facilities and provide the County with a copy of said documentation during the County's ownership period, as needed.
 - 4) To indemnify and hold harmless the County from any fines or legal expenses resulting from the Coalition's failure to provide the required O, M & R activities or documentation requirements during the County's ownership period.
 - 5) To comply with any applicable requirements in the County's MDNR Biosolids Operating Permit.
 - 6) To perform all of the above listed responsibilities at no cost to the County.
 - 7) To collect all fees associated with the use of the Operating Facilities.
 - 8) To pay all invoices and billing associated with the Operating Facilities.

Section 4: Contract Operations

The Coalition may:

- a) Assign its responsibilities to a Contract Operator with County approval.

- b) Contract with the City of Hollister for the O, M & R responsibilities for the Operating Facilities located at the Hollister Wastewater Treatment Facility.
- c) Contract with the City of Branson for the O, M & R responsibilities for the Operating Facilities located at the Branson Compton Drive and Cooper Creek Wastewater Treatment Facilities.
- d) Contract with the City of Branson to file and submit all reports, maintain all records, collect all fees from Coalition members utilizing the Operating Facilities and pay all invoices and billing from said collections for all operations of the Operating Facilities.

ARTICLE 9 – USE OBLIGATION

- a) Except as provided below, the Members agree to use the Operating Facilities for dewatering, drying, and disposal of 100% of their Biosolids.
- b) The Members, and each of them individually, further agree that no Biosolids from any other source or any other foreign substance shall be intermixed with that Member's Biosolids to be deposited at the Operating Facilities, unless it has been tested by the Member wishing to deposit such Biosolids for processing and found to be acceptable to the Coalition. A copy of the test results will be submitted to the Coalition's Contract Operator. If for any reason the Operating Facilities cannot accept the Biosolids, the Member receiving the Biosolids may utilize other disposal methods.

ARTICLE 10 – SAMPLING & TESTING

- a) Each Member shall be responsible for taking samples of its Biosolids and performing necessary tests before depositing said Biosolids at the Operating Facilities, as Coalition may require from time to time or as required by MDNR or EPA to meet the standards for Class B Biosolids as defined in 40 CFR 503. Such sampling and testing shall be reasonably related to determining the character of the Biosolids, and may be adjusted based upon the results of particular tests either at the Operating Facilities or at the Member facility, but must meet applicable state and/or federal regulations.
- b) The Members agree that protecting the integrity of the products of the Operating Facilities' process, as well as National Pollutant Discharge Elimination System (NPDES) permit compliance for the Operating

Facilities, are critical priorities for the Operating Facilities, and the Cities will promptly comply with all sampling and testing directives from the Coalition. The sampling and testing shall be limited to those samples and tests which are related to compliance with this Agreement, as well as current state and federal regulations. The Biosolids shall be analyzed at least once per year or as required by each Member's NPDES Permit or the Operating Facility's NPDES Permit for all required parameters. Copies of all test results and data from such monitoring will be sent to the Coalition Secretary within seven days of the results becoming available.

- c) The costs of sampling and testing of each individual Member's separate Biosolids contributions to the Operating Facilities shall be fully borne by that Member.
- d) The Cities specifically understand and agree that in the event that any of the tests of its Biosolids at the Operating Facilities or at any stage in the processing show levels of contamination of any kind that are unacceptably high under applicable state and/or federal standards or prudent operating procedure for the Operating Facilities, as determined in the sole judgment of the Coalition, the Member may be required to perform additional sampling and testing, at their own expense, in order to provide the Coalition Secretary with needed information.

ARTICLE 11 -TRANSPORTATION

- a) The Members acknowledge and agree to use the Coalition provided truck to transport its Biosolids, at a rate agreed upon by the Coalition. The rates will be reviewed and adjusted yearly as set forth in Article 14. Transportation charges will be invoiced through the Coalition. The Coalition shall be responsible for contracting with an appropriately licensed and suitable Contract Operator to provide transportation of Biosolids. Furthermore, the Coalition's Contract Operator will be responsible for coordinating the transportation needed to reasonably comply with the volume of Biosolids processed and the storage capacity to be maintained by the Members.
- b) Responsible personnel of each Member will coordinate transportation schedules at their wastewater treatment facility. The Coalition's Contract Operator will work with the contributing Member for the scheduling and processing of their Biosolids. The Coalition's Contract Operator shall maintain current and accurate records concerning the quantity of Biosolids delivered to the Operating Facilities and to provide such records to each Member upon request. The Coalition's Contract Operator will also provide

a record of the quantity of Biosolids transported to and from the Operating Facilities.

ARTICLE 12 - DISPOSAL & STORAGE

Section 1: Disposal

Each Member shall be solely responsible for the disposal of an amount of Class A Biosolids commensurate with the amount of Biosolids brought to the Operating Facilities in a calendar year by the Coalition member, unless agreed upon by a majority vote of Coalition members to utilize an alternative disposal method.

Section 2: Storage

Members shall provide adequate storage for their own liquid Biosolids prior to dewatering. The Member's existing Biosolids storage tanks shall be so modified, at the Member's expense, to allow for the Contract Operator to remove Biosolids from the tank(s). Tank suction line(s) shall be equipped with a four inch (4") hose quick connect.

ARTICLE 13 - HAZARDOUS MATERIALS

Section 1: Hazardous Material

Cities agree not to cause or permit any hazardous material (as defined below) to be brought to the Operating Facilities intermixed with Cities' Biosolids. The Coalition shall have the right, in its sole discretion, to refuse to accept any such hazardous material at the Operating Facilities for processing and/or treatment. If a Member breaches its obligations under this paragraph, or if the presence of hazardous material is found in Biosolids brought or delivered by a Member to the Operating Facilities, that Member shall indemnify, defend, and hold the County, Coalition, and Coalition's Contract Operator harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses whatsoever, including attorney fees that arise during or after the term of this Agreement as a result of the introduction of any such hazardous material into the Operating Facilities. As used herein, the terms "Hazardous Material" means any hazardous or toxic material or waste which is or becomes regulated by any local governmental authority, the State of Missouri, MDNR, the EPA, or the United States Government. The term "Hazardous Material" includes without limitation, any material or substance that is defined as a "hazardous substance" or "hazardous waste" under any local, state or federal statutory, administrative or other regulatory authority. Nothing in this Section is meant to, and expressly does not

waive, any Members', or the County's, right to sovereign immunity which exists under common law in the State of Missouri pursuant to §537.600 RSMo.

ARTICLE 14 - PROCESSING CHARGES AND FEES

- a) The Coalition shall collect for processing Biosolids based upon the quantity of Biosolids delivered to the Branson and Hollister Operating Facilities by each Member and the Biosolids processing services provided to each Member. Such charges for Biosolids processing will be negotiated by the Coalition and the entities performing the processing, based on the cost of processing. There shall be two categories of services available that will each have their own charge and unit of measurement as set forth in the following:
1. *Dewatering*: The Coalition shall be paid and shall reimburse the processing entities for dewatering services based upon the volume of liquid Biosolids measured in gallons
 2. *Drying*: The Coalition shall be paid and shall reimburse the processing entities for drying services based upon the weight of the Biosolids measured in dry tons.
- b) The formula used to determine rates for each service category described above shall be the total projected cost for each service for the coming year divided by the projected total quantity of each service to be provided at the Operating Facilities for the year. Eligible costs for each service include the following:
1. The total projected operation and maintenance costs, plus
 2. The total projected administrative cost, including accounting, collection, communication, administration staffing, engineering, legal, training, travel, memberships, insurance, miscellaneous office expenses, and other costs approved by the Coalition, plus
 3. The projected interest and principle payments to be made, plus
 4. Any other reasonable and appropriate costs or expenses agreed upon by the Coalition for the coming year.

- c) The rates shall be computed annually, at the end of each calendar year, with the newly computed rate being effective January 1 of the following year. During the first year of operation, rates shall be estimated based upon projected operating costs. On all subsequent years the actual, rates shall be determined based upon actual operating history and projected costs. Current Rates are attached hereto and incorporated herein by reference as Exhibit B.
- d) Upon joining the Coalition either as an original Member or upon becoming a Member at a later date, each Member shall submit a deposit to the Coalition equivalent to three months of projected charges for that Member. The deposit shall be returned to the Member through credits to the Member's final monthly invoices following the provision of notice to not renew this Agreement as prescribed in Article 15, Section 2.
- e) An invoice will be billed to each user during the second week of each month and will be due the 10th of the following month. At the sole discretion of the Coalition, failure to pay past due accounts within 60 days of the invoice date may be cause for termination of the Member's rights under this contract. Late charges will accrue to past due accounts at the maximum rate allowable by law.
- f) Invoices shall be mailed by first class mail postage prepaid to each Member, at the address set forth below; unless and until said address is changed by notice, in writing, to the Coalition. Any other notices hereunder required to be given, in writing, shall be mailed by certified mail, return receipt requested, if not personally delivered, to the address set forth below and until such said address is changed by notice in writing.

If notice to the City of Branson:

City of Branson
616 West Pacific
Branson, MO 65616

If notice to the City of Branson West:

City of Branson West
110 Silver Lady Lane
PO Box 229
Branson West, MO 65737

If notice to the City of Forsyth:

City of Forsyth
15405 US Highway 160
PO Box 545
Forsyth, MO 65653

If notice to the City of Hollister:

City of Hollister
312 Esplanade Street
PO Box 638
Hollister, MO 65673

If notice to the City of Kimberling City

City of Kimberling City
34 Kimberling Blvd
PO Box 370
Kimberling City, MO 65686

If notice to Taney County:

Taney County Commission
132 David Street
Forsyth, MO 65653

If notice to the Coalition:

Tri-Lakes Biosolids Coalition
PO Box 6975
Branson, MO 65615

ARTICLE 15 - TERM

Section 1: Initial Term

The Members understand that this Agreement is intended to be a solution to the Members' Biosolids storage and disposal requirements. The initial term of this Agreement shall be for a period of Five (5) years or upon the establishment of a JMUC, whichever is later, at which time the interest of Taney County in the Coalition shall be terminated.

Section 2: Renewal

One year prior to the end of the initial five (5) year term, if a Member intends to not renew its membership in the Coalition and this Agreement, that Member will notify the Coalition, of such intent not to renew the Agreement, or their membership in the Coalition and this Agreement will automatically renew for an additional period of two (2) years. Thereafter this Agreement shall renew for additional two (2) year terms, and if a Member intends to not renew its membership in the Coalition and this Agreement, the Member must provide at least a one (1) year notice prior to the termination of the renewal date.

ARTICLE 16 - GENERAL & LEGAL

- a) No party to this Agreement may assign its interest to any person or entity without the prior written consent of all parties to this Agreement. This Agreement may be amended from time to time by written amendment, duly authorized and executed by the parties to the Agreement.
- b) This Agreement shall be governed by and constructed in accordance with the laws of the State of Missouri and Taney County, Missouri shall be the proper venue for any dispute regarding this Agreement.
- c) The parties agree to cooperate with one another to accomplish the terms, conditions and provisions of this Agreement, and to execute such additional documents as are necessary to effectuate the same.
- d) This Agreement and the various operational agreements to be entered into with the Cities of Branson and Hollister embody the entire agreement between the parties and all previous communications, representations, or agreements, either verbal or written between the parties pertaining to the ownership and operation of Biosolids equipment. This Agreement does not supersede in any way the other existing written agreements between the parties, but must be read in conjunction with them. This Agreement can only be modified in writing, signed by all parties, approved by Cities and County with passage of ordinances approving the modification, addendum or amendment, or as otherwise required by Missouri law.
- e) Should litigation arise between the parties with regard to any matter contained in this Agreement, it is agreed that the prevailing party or parties shall recover from the losing party or parties all costs, litigation expenses, and attorneys' fees incurred in the prosecution or defense of its/their position.

- f) This Agreement shall be filed with the County Clerk of Taney County, Missouri and the Clerks of each City.
- g) The parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Missouri, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.
- h) In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the Coalition Members rights or defenses with regard to each entities applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

INTENTIONALLY LEFT BLANK

County of Taney, Missouri

Dated 1-28-2013

By Ronald D. Houseman
Ronald D. Houseman,
Presiding Commissioner

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

Donna Neeley
County Clerk Donna Neeley

CITY OF BRANSON, MISSOURI

Dated 1/22/13

By: Raeanne Presley
Raeanne Presley, Mayor

ATTEST:

Lisa K Westfall
Lisa K. Westfall, City Clerk

APPROVED AS TO FORM:

Leland L. Gannaway
Leland L. Gannaway
Representing City Attorney

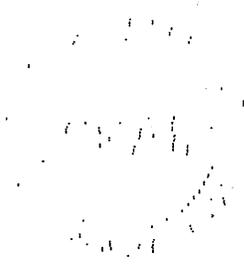


City of Hollister, Missouri

Dated 12-20-12

By: David G. Tate
David G. Tate, Mayor

Attest: Bridget Epps
Bridget Epps, City Clerk



City of Branson West, Missouri

Dated _____

By: _____
John Rhodes, Mayor

Attest: _____
Stephanie Giese, City Clerk

VERSION 111212

City of Forsyth, Missouri

Dated 11-20-2012

By: Michael Chipman
Michael Chipman, Mayor

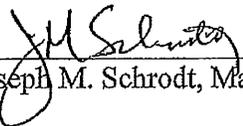
Attest: Cheyenne Beasley
Cheyenne Beasley, City Clerk



VERSION 110212

City of Kimberling City, Missouri.

Dated 12-6-2012

By: 
Joseph M. Schrodt, Mayor

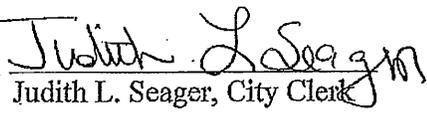
Attest: 
Judith L. Seager, City Clerk

Exhibit A

Listing of Operating Facilities

Location	General Description	Itemized Equipment Listing
Branson Compton Drive WWTP	Fixed Centrifuge	Centrifuge, feed pump, mixers, chemical feed equipment, conveyors, controls, piping, valves, and other appurtanent equipment necessary for the proper operation of the dewatering process provided in the initial Tri-Lakes Biosolids facility construction
Branson Cooper Creek WWTP	Fixed Centrifuge	Centrifuge, feed pump, mixers, chemical feed equipment, conveyors, controls, piping, valves, and other appurtanent equipment necessary for the proper operation of the dewatering process provided in the initial Tri-Lakes Biosolids facility construction
Branson Cooper Creek WWTP	Dryer	Building addition, indirect dryer, sludge receiving station, sludge feed hopper, thermal fluid heater, biofilter, mixers, augers, pumps, conveyors, controls, piping, valves, and other appurtanent equipment necessary for the proper operation of the dewatering process provided in the initial Tri-Lakes Biosolids facility construction
Branson Cooper Creek WWTP	Trucks	Tanker and dump trucks necessary for the transportation of liquid, dewatered, and dried Biosolids provided by the Tri-Lakes Biosolids Contract Operator.
Hollister WWTP	Fixed Centrifuge	Centrifuge, feed pump, mixers, chemical feed equipment, conveyors, controls, piping, valves, and other appurtanent equipment necessary for the proper operation of the dewatering process provided in the initial Tri-Lakes Biosolids facility construction

EXHIBIT "B" CURRENT RATES
Tri-Lakes Biosolids Coalition Cooperation Agreement - Version 121212

Itemized Projected Costs for Operations			Based on 1070 Dry Tons / Year
Item	Unit Cost	Annual Cost	Comments
Labor:			
Branson			
Liquid Transport		\$19,224.66	
Dewatering		\$69,707.73	
Dewatered Transport		\$8,222.50	
Drying		\$85,252.61	Labor based on actual wage rates and estimated time requirements
Dry Material Transport		\$6,000.00	
Hollister			
Dewatering		\$13,533.00	
Dewatering Transport		\$6,210.00	
Vehicle Operation:			
Branson			
Tank Truck		\$14,106.58	Based on 32 % of use
Dump Truck		\$11,817.00	Based on 71 % of use
Dry Spreader		\$2,000.00	Based on 100 % of use
Hollister			
Dump Truck		\$7,909.58	Based on 45 % of use
Utilities:			
Natural Gas	\$5.88 MMBTU	\$60,588.11	@ 1070 tons - based on engineer's per dry ton estimate
Electric	\$0.0979 kWh	\$23,730.74	@ 1070 tons - based on engineer's per dry ton estimate
Water	\$2.25 /1000 gal	\$4,050.00	Estimate 1,800,000 gallons/month
Sewer	\$1.92 /1000 gal	\$5,184.00	Estimate 1,800,000 gallons/month ~.9 MG dewatering
Telephone	\$60.00	\$720.00	Estimate
Chemicals:			
Polymer	\$0.309 /lb	\$73,212.69	@ 1070 tons - based on engineer's per dry ton estimate
Insurance:			
Property			
Damage/Loss		\$1,525.36	Quote from Connell Insurance
Equipment:			
Parts/Tools/Supplies			
Replacement		\$20,000.00	
Replacement			
Replacement		\$107,000.00	
Third Party Services:			
Laboratory			
		\$5,000.00	
Total		\$544,994.57	
Per Dry Ton Unit Price		\$509.34	
City	Estimated Tons / Year	Estimated Annual Cost	Initial Deposit (25% of Annual Costs)
Branson	702	\$357,557.19	\$89,389.30
Hollister	757	\$128,351.86	\$32,088.47
Forsyth	49	\$19,864.29	\$4,966.07
Kimberling City	59	\$30,051.10	\$7,512.78
Branson West	18	\$9,168.13	\$2,292.03



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING THE WELLNESS PLAN FOR CITY OF BRANSON EMPLOYEES TO COMPLETE IN 2021 FOR TIER DETERMINATION FOR DISCOUNTED MEDICAL INSURANCE IN 2022.

INITIATED BY: HUMAN RESOURCES

FIRST READING: AUGUST 11, 2020

FINAL READING: AUGUST 25, 2020

EXECUTIVE SUMMARY:

- This bill is an update to the employee Wellness Plan established in 2018, updated for 2021 tier determination for insurance discounts in 2022.
- The update involves one significant change, which is the elimination of coaching for an employee’s biometric parameters being in the high risk range. Primarily because of the unknown factors associated with COVID-19, it is recommended to relax the biometric coaching for 2021. However, since the prohibition of using nicotine to get the best discount on insurance still exists, to comply with requirements of the Affordable Care Act, it is recommended that we continue to offer coaching to employees who test positive for nicotine.
- The Wellness Plan is still based on three basic parameters:
 - Be nicotine free (or receive coaching to quit using nicotine);
 - Complete a Health Risk Assessment, either through the ones the City will provide in late January and early February, or through an employee’s primary care physician; and
 - Establish/Maintain a relationship with a primary care physician by having him or her perform an annual wellness exam or other regular appointment

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: GENERAL COMMUNITY HEALTH: 4.1.3 Continue to promote health and wellness to employees and the community.

ATTACHED EXHIBITS: Exhibit A: Draft Human Resources Committee meeting minutes 7/22/2020

ITEM/SUBJECT: READING OF A BILL APPROVING THE WELLNESS PLAN FOR CITY OF BRANSON EMPLOYEES TO COMPLETE IN 2021 FOR TIER DETERMINATION FOR DISCOUNTED MEDICAL INSURANCE IN 2022.

DETAILED ANALYSIS:

The impact on the budget will be based on employee participation in the Wellness Plan and that can vary. Those that complete all aspects and qualify for Tier 1 will receive better discounts than those who do not complete the program. This City will absorb the costs for discounts, while employees absorb more of the costs for not completing the program.

MINUTES

HUMAN RESOURCES COMMITTEE
CITY OF BRANSON, MISSOURI
July 22, 2020

1) Call to Order

The Human Resources Committee met in the Council Chambers of City Hall, Wednesday, July 22, 2020. The meeting was called to order by Mayor Edd Akers at 9:33 a.m.

2) Roll Call

Committee Members present: City Administrator Stan Dobbins, Mayor Edd Akers, Alderman Bill Skains, Alderman Jeff Seay and Kenn Tilus which provided a quorum.

Also present: Assistant City Administrator John Manning, Human Resources Director Jan Fischer, Kimberly Cooper, Gina Stech, Sonya Seitz, Chena Simmons, Melody Pettit, Jamie Rouch, Marcia Chapman, John Akers and Erica Gaynor.

3) Acknowledgement of February 19, 2020 Minutes.

Motion to approve: City Administrator Stan Dobbins; Second: Alderman Jeff Seay; Vote: 5 yes, 0 no.

4) Discussion of New Hires/Promotions/Reclassifications.

Discussion led by Human Resources Director Jan Fischer.

5) Discussion on Insurance Premium Refunds.

Discussion led by Jan Fischer and John Akers.

Jan stated the purpose of this discussion was to determine allocation of insurance refunds given by Anthem, Delta Dental and DeltaVision due to COVID-19.

John Akers gave an overview of refund allocation and also stated the possibility of groups receiving more refunds in the future. He stated that most groups are allocating the refunds to the 2021 benefit year.

Jan asked that the Human Resources Committee make a recommendation for the allocation of the refunds.

A motion was made by Jeff Seay to recommend that the refunds received by the City be allocated to 2021 premiums. Second was made by: Stan Dobbins; Vote: 5 yes, 0 no.

6) Discussion of 2021 Employee Insurance Benefits.

Discussion led by John Akers.

John informed the Committee of the timeline for the process of establishing the 2021 Insurance Benefits. In August, the Committee will review the proposal from Anthem and give Staff recommendation on next steps for the insurance (for example, whether to go to bid or make plan changes). The September meeting will be the meeting in which the Committee will need to make a final recommendation to the Board of Alderman (BOA) so that the BOA can approve the recommendations during the October BOA Meetings. This timeline allows for the "build out" of the benefits portal, Open Enrollment, and the distribution of the 2021 insurance cards.

John also informed the Committee that Ollis, Akers, Arney had been communicating with American Fidelity regarding employee meetings. Due to the COVID-19 pandemic, physical group meetings will likely not be allowed and the American Fidelity enrollment meetings will likely be held remotely.

MINUTES

HUMAN RESOURCES COMMITTEE
CITY OF BRANSON, MISSOURI
July 22, 2020

John stated that 2020 claims will most likely be lower than usual, due to COVID-19. He stated that since people have likely delayed their procedures, the rate for medical insurance may be based on the expected 2021 year costs rather than solely looking at past claims data.

He asked for possible recommendations for the September decision. Stan Dobbins responded that recommendations would be delayed until more information is available. John asked for the committee to be considering what their recommendations may be in the future.

7) Recommendation on Completion of the 2020 Employee Wellness Plan.

Discussion led by Jan Fischer.

Jan reviewed requirements for the 2020 Employee Wellness Plan and the ability for employees to complete them due to the COVID-19 pandemic. He asked for recommendation on whether to forgive the requirements or keep the requirements in place and follow the appeal process. By keeping the requirements in place, determination could be made case by case as to why they could not be met.

Stan Dobbins asked for the number of employees as of now that have not completed the requirements. Kimberly Cooper stated that of the employees that are requiring coaching, 76 have started or completed the process and 6 employees have not started any coaching. Based on this information, Stan recommended that the requirements stay in place with the appeal process. Kenn Tilus also acknowledged that the requirements may be difficult to complete, however, agreed that the requirements should stay in place with appeal due to the small number of employees that have not started coaching.

Motion to keep the 2020 Health and Wellness plan as is and allow employees who had challenges due to the pandemic to utilize the appeal process was made by: Stan Dobbins; Second: Bill Skains; Vote: 5 yes, 0 no.

8) Recommendation on the 2021 Employee Wellness Plan.

Discussion led by Jan Fischer.

Jan reviewed the tiers for medical insurance and the proposal to modify the requirements for employees to receive the best discount by eliminating the coaching element. Mayor Akers gave accolades to Jan and the Human Resources staff for their part in making employees aware of their part in staying or becoming healthy and keeping costs down. A discussion was held on the history and present status of the wellness plan.

Motion was made to move forward with the 2021 Health and Wellness plan as presented to the Committee by: Bill Skains; Second: Jeff Seay; Vote: 5 yes, 0 no.

9) Human Resources Director's Report.

Update given by Jan Fischer.

The Employee Compensation Structure Change will resume in the near future after being delayed by the COVID-19 pandemic. The study will involve all departments.

Per the Assistant City Administrator's direction, the task of leveling evaluations is being addressed and training, beginning with Directors, will be implemented.

MINUTES

HUMAN RESOURCES COMMITTEE

CITY OF BRANSON, MISSOURI

July 22, 2020

Health Savings Accounts are currently provided through HSA Central and they had a cost implemented without notification to the City's Human Resources Department. American Fidelity provides Health Savings Accounts at no cost and the accounts can be opened when the employee is enrolling in their insurance benefits. A contract with American Fidelity will be presented to the City Administrator soon.

Rule 27 is being created regarding employee safety and copies will be given to both the Human Resources Committee Members and the Employee Human Resources Committee Members. Input on the policies is appreciated.

10) Adjourn.

Motion to adjourn: Alderman Bill Skains; Second: Kenn Tilus; Vote: 5 yes, 0 no.

Time Adjourned: 10:30 a.m.

BILL NO. 5848

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE EMPLOYEE WELLNESS PLAN FOR CITY OF BRANSON EMPLOYEES TO COMPLETE IN 2021 FOR TIER DETERMINATION FOR DISCOUNTED MEDICAL INSURANCE IN 2022.

WHEREAS, the basic parameters of the employee Wellness Plan was adopted in 2018; and

WHEREAS, the Human Resources Committee has approved such updates; and

WHEREAS, the Board of Aldermen desires to amend the City of Branson's Wellness Plan.

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

Section 1: The Board of Aldermen hereby approves the City of Branson's Employee Wellness Plan attached hereto as Exhibit "1".

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

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

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

E. Edd Akers
Mayor

ATTEST:

Lisa K Westfall
City Clerk

APPROVED AS TO FORM:

CEL #51831 8/3/20
Chris Lebeck #51831
City Attorney

2021 EMPLOYEE WELLNESS PROGRAM

SECTION 1. OVERVIEW

The Employee Wellness Program is designed to incentivize qualifying full-time employees to get healthy or to remain healthy by providing additional discounts on the employee-only portion of their base medical insurance plans. This incentive will be awarded after employees complete the program on time, as outlined below in the Outline of the Primary Elements to the Wellness Program.

The Wellness Program plan year will run from October 1, 2020 through September 30, 2021, and because of the availability of time to complete various elements, the program will have different requirements based on each employee's date of hire. Those employees hired later in the plan year will have less to fulfill than those employed for the entire year. Details are outlined below in the Wellness Plan Application for Employees section.

The Board of Aldermen has established that, irrespective of any Wellness Program participation, all employees who participate in the medical insurance benefit will receive at least a 70% discount on the employee-only portion of the base plan. However, any employee wanting an additional discount must complete some or all of the requirements of the Wellness Program. The percentage of discounts will correlate to the completion of the Wellness Program as outlined in the Tier Level Determination section, below.

The Wellness Program will be administered by CoxHealth Wellness Department, based in Springfield, Missouri. Employees must submit all forms, all data and direct all Wellness Program communications to CoxHealth Wellness. The Human Resources Department will not send, accept or monitor employee health data.

This is a voluntary program. Hiring, promotional, transfer or other employment decisions shall not be affected by any employee's participation, or lack of participation, in the Wellness Program. Neither shall an employee be disciplined for participating or not participating in the Wellness Program. The only discipline that would occur is if it is found that an employee tried to turn in falsified documents or provided false information in regard to his or her submission of information to complete the Wellness Program.

Additionally, employees need not incur any out-of-pocket expenses for participating in the Wellness Program as the City will provide all employees with at least one Employer-directed no-cost resource to complete all elements of the Wellness Program, as described below. Employees may, of their own volition and expense, choose to use health care providers or resources that are out-of-network or utilize testing services that are not covered by the City's medical insurance plan or paid for by the City. The City bears no responsibility for costs or reimbursement in these kinds of discretionary expenses.

SECTION 2. OUTLINE OF THE PRIMARY ELEMENTS TO THE WELLNESS PROGRAM

1. Be nicotine free, or complete the nicotine cessation coaching as outlined in the Being Nicotine Free section, below;
2. Complete a Health Risk Assessment; and
3. Establish/Maintain a Relationship with a Primary Care Physician, on at least an annual appointment with a primary care physician, to have an annual Wellness Examination.

SECTION 3. WELLNESS PROGRAM DETAILS

A. BEING NICOTINE FREE

To qualify for the first element of the Wellness Program, Being Nicotine Free, employees must show evidence that they are nicotine free through testing by the prescribed due date, preferably performed by CoxHealth Wellness. However, the testing may be performed by the employees' primary care physicians if the test/methodology is of a standard protocol approved by CoxHealth Wellness. Tests may be through urine tests, oral swabs or blood draws.

If an employee tests non-negative (positive) for nicotine, he or she may still qualify for the being nicotine free element of the Wellness Program (as well as the discount), provided that the employee successfully completes the nicotine cessation coaching and submits such certification of completion to CoxHealth Wellness by the prescribed due date.

If an employee discloses that he or she is a nicotine user, such employee need not take a nicotine test, but must still complete the nicotine cessation coaching in order to qualify for the nicotine free element of the wellness program.

Testing outcomes and completion (or not completing) on time of coaching can have an effect on the 2021 medical insurance premiums and may affect the 2022 premiums paid by employees.

Beginning in 2019, employees who tested non-negative for nicotine (or who disclosed that they used nicotine) for three consecutive years, will in that third year not earn the nicotine free requirement of the wellness program and will only receive the base 70% discount on base medical or the health savings account insurance plan. Irrespective of the plan, they will be at Tier 3 and be required to pay 30% of the premium from payroll deductions or their personal funds. If they are participating in the High Deductible insurance plan, they will receive the Tier 3 level of employer contribution to their Health Savings Account (HSA).

Other rules also apply for those who fail to qualify for one of three categories in the sections, below.

B. COMPLETE A HEALTH RISK ASSESSMENT

Meeting the second element – completing a health risk assessment – of the Wellness Program was designed to help employees identify dangerous health measures, dependent upon the specific Biometric Factor, listed below.

Metabolic Syndrome is a cluster of conditions that occur together, that can increase one's risk of heart disease, stroke and type 2 diabetes. These conditions include increased high blood sugar, excess body fat around the waist, high blood pressure and abnormal cholesterol and/or triglyceride levels.

To be clear, the Non-high Risk Numbers are not optimal for good health, but having numbers greater than the Non-High Risk Numbers substantially increases a person's chances for having the conditions described as Metabolic Syndrome.

Biometric Factor	Non-High Risk Numbers	High Risk Numbers
1. Blood Hemoglobin A1C	<=6.0%	>=6.1%
2. Waist to Height Ratio	>=.35 or <=.62	<=.34 or >=.63
3. Blood Pressure	Systolic <=135 or Diastolic <=90	Systolic >=136 or Diastolic >=91
4. Total Cholesterol	<=249	>=250
5. Triglycerides	<=199	>=200

Non-high Risk Numbers are mostly easily affected by heredity, diet, exercise, medication or a combination thereof. Whichever means (outside of heredity factors) that an employee is able to affect these numbers would be to his or her benefit.

To test for these biometric factors and to qualify for completing this part of the Wellness Program, employees may participate at no cost in the City-sponsored **Health Risk Assessments (HRAs) planned for January 29 and February 5, 2021**. Rather than participating in the City HRAs, employees may choose to have their primary care physicians perform the biometric testing. When a personal physician performs the testing, the employee is responsible for ensuring that the physician completes and signs a form provided by CoxHealth Wellness. The employee is responsible for ensuring such form is delivered to CoxHealth Wellness by the prescribed due date as list in the Wellness Program Required Dates, below.

An acceptable HRA will be one that measures the five biometric factors listed above; incomplete HRAs will not meet the standard to qualify for this part of the Wellness Plan. Completion (or not completing) of the HRA can have an effect on the 2022 medical insurance premiums paid by employees.

C. ESTABLISH/MAINTAIN A RELATIONSHIP WITH A PRIMARY CARE PHYSICIAN

Establishing a relationship with a primary care physician is the most effective means for reducing a person's need for other, more invasive and expensive healthcare interventions, according to Dr. Jay Moore, Senior Clinical Director for Anthem Blue Cross Blue Shield of Missouri in his report to the Branson Board of Aldermen study session in June 2016. Based on Dr. Moore's recommendation, the Board of Aldermen chose to adopt this factor as one of the three primary elements of the Wellness Program.

To keep it simple, employees need only schedule and attend an appointment with a primary care physician for a wellness checkup (no charge under the current medical insurance plan) or for any other primary care physician office visit. At this visit, the employee is responsible for ensuring that the physician complete and sign a form provided by CoxHealth Wellness. The employee is responsible for ensuring such form is delivered to CoxHealth Wellness by the prescribed due date.

A visit to an Emergency Room physician, an Urgent Care physician or to a Live Health Online physician does not meet the requirements of this element of the Wellness Program to enable the employee to achieve a discount on medical insurance.

Providing proof of a primary care physician visit (or not providing proof) on time can have an effect on the 2022 medical insurance premiums paid by employees.

SECTION 4. ESTABLISHMENT OF TIER LEVELS FOR EMPLOYEE MEDICAL INSURANCE DISCOUNTS

There are three tier levels associated with employee discounts to medical insurance premiums for employees in this Wellness Program. All discounts are equivalent based on a dollar amount, but the percentage of the discount may vary based on the insurance coverage level chosen by the employee.

The actual percentage of discount provided is based on the current cost of the base medical insurance plan. The percent of discount may be less for more expensive plans and greater for less expensive plans.

EMPLOYEES MUST NOT TURN IN ANY CERTIFICATES OF COMPLETION (NICOTINE TESTING, NICOTINE CESSATION OR HRA COMPLETION) TO HUMAN RESOURCES; these are qualifying medical examinations and it is a violation of HIPAA standards for the employer to know the employee’s specific health information. The must be turned in **BY THE EMPLOYEE** to directly to CoxHealth. Human Resources will not accept any certificates of completion.

Did you test negative for nicotine OR complete coaching*?	Do you have evidence that you completed a Health Risk Assessment through CoxHealth or your primary care physician?	Have you provided a certificate of an annual physical exam through your primary care physician?	If your answers all correspond to a set of responses in a horizontal line below, you qualify for that Tier level for 2022.	Your additional discount for 2022 employee-only medical insurance is...
Yes	Yes	Yes	Tier 1	30%
Yes	No	Yes	Tier 2	15%
Yes	Yes	No	Tier 2	15%
Yes	No	No	Tier 3	0%
No	Yes	Yes	Tier 3	0%
No	Yes	No	Tier 3	0%
No	No	Yes	Tier 3	0%
No	No	No	Tier 3	0%
Yes or No*	Yes or No*	Yes or No*	Tier 3	0%

* Test non-negative for nicotine and complete the coaching
 Anyone who tests non-negative for nicotine and does not complete the nicotine cessation coaching will be in Tier 3 for 2022.
 Additionally, for what began in 2019, employees who test non-negative for nicotine for three consecutive years, will earn the Tier 3 level starting that the third year.

The City of Branson is committed to helping you achieve your best health. Rewards for participating in a wellness program are available to all employees. If you think you might be unable to meet a standard for a reward under this wellness program, you might qualify for an opportunity to earn the same reward by different means. Contact Human Resource to direct you the Wellness Program provider who will work with you (and, if you wish, with your doctor) to find a wellness program with the same reward that is right for you in light of your health status.

CoxHealth Wellness will collect all employee wellness information and determine Tier levels based on the chart above. Human Resources will collect these designations from CoxHealth Wellness and enter the corresponding tier level information for each employee into the City's payroll system.

SECTION 4. WELLNESS PLAN APPLICATION FOR EMPLOYEES

A. EMPLOYEES HIRED MARCH 1, 2021 AND EARLIER

Employees who test non-negative for nicotine testing at the 2021 HRAs who are at Tier 1 or Tier 2 during the HRA time frame will remain at that Tier level through the end of the wellness plan year and processing time period. These employees will have until September 30, 2021 in order to finish their coaching to continue on with their Tier level.

If they do not complete the coaching, they will move to Tier 3 effective November 1, 2021. When they test at the 2022 HRAs, if they test negative, they will have an opportunity to take a second test to confirm that they remain negative between March 1, 2022 and March 15, 2022. If they have the second confirmed test as negative, they can then be moved to the appropriate qualifying Tier (1 if they completed the Wellness Program portion, 2 if they did not) effective April 1, 2022.

Employees who are at Tier 3 during the HRA time frame and test negative at the 2021 HRAs, will have an opportunity to take a second test to confirm that they remain negative between March 1, 2021 and March 15, 2021. If they have the second confirmed test as negative, they can then be moved to the appropriate qualifying Tier (1 if they completed the Wellness Program portion, 2 if they did not) effective April 1, 2021.

Employees who are at Tier 3 during the HRA time frame and test non-negative at the 2021 HRAs, will continue on Tier 3 through December 31, 2021. If they complete the coaching by September 30, 2021, they will have met the nicotine portion of the Wellness Program and could move to the appropriate qualifying Tier (1 if they completed the Wellness Program portion, 2 if they did not) effective January 1, 2022.

B. EMPLOYEES HIRED BETWEEN MARCH 1, 2021 AND SEPTEMBER 30, 2021

Employees in this category will only be required to take a nicotine test to qualify for the incentivized rates for insurance through December 31, 2022.

If they test negative for nicotine, they will be placed on Tier 1 through December 31, 2022.

If they test, non-negative for nicotine, they will be placed on Tier 2 throughout the 2022 plan year or until they complete the nicotine cessation coaching. When they complete the offered coaching, they will be able to move to Tier 1 at the beginning of the month following completion. Otherwise, the next opportunity to change Tiers will be during the 2022 HRAs.

If an employee who tested non-negative during pre-employment testing, did not complete the coaching prior to the 2022 HRAs, and subsequently tests negative at the 2022 HRAs, he or she will have the opportunity to take a second nicotine test between March 1, 2022 and March 15, 2022 to confirm that they have remained negative. If the second test in 2022 is negative, they will then be moved to Tier 1 effective April 1, 2022; if they test non-negative, they will then be moved to Tier 3 effective April 1, 2022.

If those who tested non-negative for nicotine in their pre-employment testing again test non-negative at the 2022 HRAs, they will be moved to Tier 3 effective April 1, 2022. If they complete the coaching between February 8, 2022 and September 30, 2022, they will have met the nicotine portion of the program and could move to the appropriate qualifying Tier (Tier 1 if they completed the other Wellness Program portion; Tier 2 if they did not) effective January 1, 2023.

SECTION 6. WELLNESS PROGRAM IMPORTANT DATES

A. ALL EMPLOYEES

Wellness Plan Year

October 1, 2020 to September 30, 2021

Medical Insurance Plan Year

January 1, 2021 to December 31, 2021

HRA Dates offered at Branson RecPlex

January 29, 2021 and February 5, 2021 (two days only)

HRA performed by employee's Primary Care Physician Completion Dates

January 1, to February 29, 2021

HRA performed by the CoxHealth Wellness Department Completion Dates

1011 East Montclair, Springfield, MO 65807

February 8, to February 29, 2021

Primary Care Physician HRA Certificate Due to CoxHealth Wellness Department

(if not performed at the Branson RecPlex or by CoxHealth Wellness)

January 2, to March 13, 2021

Nicotine Coaching

Latest start date: June 1, 2021

Latest completion date delivered to CoxHealth Wellness: September 30, 2021

CoxHealth Wellness Reports Employee Tier Levels to Human Resources

October 15, 2021

SECTION 7. APPEAL OF WELLNESS TIER DETERMINATION

Any employee participating in the Health and Wellness Incentive Program who does not agree with the final results reported by the City's wellness program provider may make an appeal to the City Administrator through the Human Resources Committee.

However, testing non-negative (positive) for nicotine cannot be appealed through this process. It can only be retested one time within two days of the initial testing.

If an employee makes an appeal, it must be done on the appropriate form through Human Resources. The Human Resources Director will ensure the name of the employee is not disclosed to the Human Resources Committee so it can impartially consider the appeal solely on the facts presented in writing by the employee.

The Human Resources Committee will make its decision on the appeal and render a recommendation to the City Administrator for final disposition of the matter. The Human Resources Director will notify the employee in writing the results of the appeal process.

Petitioning the City Administrator directly is the final possible appeal after the employee is notified by the Human Resources Director of an appeal declined by the Human Resources Committee.



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL AMENDING CHAPTER 86 SECTION 123 OF THE BRANSON MUNICIPAL CODE PERTAINING TO HELMET REQUIREMENT WHILE OPERATING A MOTORIZED BICYCLE.

INITIATED BY: LEGAL DEPARTMENT

FIRST READING: AUGUST 11, 2020

FINAL READING: AUGUST 25, 2020

EXECUTIVE SUMMARY:

- House Bill 1963 which included a provision repealing the helmet law to require only people under the age of 26, or older that 26 and driving it with a permit, to wear a helmet when riding in or driving a motorcycle or motor tricycle was passed by the State Legislature.
- On July 14, 2020 Governor Parson signed House Bill 1963 into law effective August 28, 2020.
- The revised Sec 302.020, RSMo states in part that "...No political subdivision of this state shall impose a protective headgear requirement on the operator or passenger of a motorcycle or motortricycle."
- This ordinance removes the requirement for protective headgear for motorized bicycle riders within city limits.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

SD

COMMUNITY PLAN 2030: C-1: Public Safety

ATTACHED EXHIBITS:

2
3
4 AN ORDINANCE AMENDING CHAPTER 86 SECTION 123 OF THE BRANSON
5 MUNICIPAL CODE PERTAINING TO HELMET REQUIREMENT WHILE
6 OPERATING A MOTORIZED BICYCLE
7

8
9 WHEREAS, House Bill 1963 which included a provision repealing the helmet law to require only
10 people under the age of 26, or older than 26 and driving it with a permit, to wear a helmet when
11 riding in or driving a motorcycle or motor tricycle was passed by the State Legislature; and

12
13 WHEREAS, on July 14, 2020 Governor Parson signed House Bill 1963 into law effective August
14 28, 2020; and

15
16 WHEREAS, the revised Sec 302.020, RSMo states in part that "...No political subdivision of this
17 state shall impose a protective headgear requirement on the operator or passenger of a motorcycle
18 or motortricycle."

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

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

26
27 Section 2: That *Sec. 86-123. - Operation of motorized bicycles* of the Branson Municipal Code
28 is hereby amended to read as follows:

29
30 NOTE: LANGUAGE WHICH IS **ADDED** HAS BEEN ADDED; LANGUAGE
31 WHICH IS ~~BRACKETED, STRICKEN~~ HAS BEEN REMOVED.

32
33 Sec. 86-123. - Operation of motorized bicycles.

34
35 The following is a list of requirements to be adhered to in operation of a motorized bicycle in the
36 city:

- 37 (1) *Proof of age.* Every operator of a motorized bicycle in the city shall be 16 years of
38 age and have proof of age.
39 (2) *Driver's license required.* Every operator of a motorized bicycle in the city shall
40 have a valid automobile operator's license. This will serve as proof of age.
41 ~~[(3) *Helmet required.* Every person operating or riding as a passenger on a moped on~~
42 ~~any highway in the city shall wear protective headgear at all times the vehicle is in~~
43 ~~motion. The headgear shall meet applicable state standards and specifications.]~~
44 [(4) (3) *Compliance with laws.* Every operator of a motorized bicycle in the city shall
45 comply with all state and local laws, including traffic laws.
46
47

48 Section 3: This ordinance shall be in full force and effect after its passage by the Board of
49 Aldermen and approval by the Mayor at 12:01am on August 28, 2020.

50

51

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

53

54

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

57

58

59

60

61

E. Edd Akers

62

Mayor

63

64

65 ATTEST:

APPROVED AS TO FORM:

66

67

68

69

 7/23/20

70

Lisa K Westfall

Chris Lebeck #51831

72 City Clerk

City Attorney

73



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL AMENDING CHAPTER 58 SECTION 125 OF THE BRANSON MUNICIPAL CODE PERTAINING TO PRESCRIPTIONS FOR METHAMPHETAMINE PRECURSOR DRUGS.

INITIATED BY: LEGAL DEPARTMENT

FIRST READING: AUGUST 11, 2020

FINAL READING: AUGUST 25, 2020

EXECUTIVE SUMMARY:

- HB 1682 amended Section 195.417, RSMo to add: “[a]ny local ordinances or regulations enacted by any political subdivision of the state prior to August 28, 2020, requiring a prescription for the dispensation, sale, or distribution of any drug product containing any detectable amount of ephedrine, phenylpropanolamine, or pseudoephedrine, or any of their salts or optical isomers, or salts of optical isomers, in an amount within the limits described in subsections 2, 3, and 4 of this section shall be void and of no effect and no such political subdivision shall maintain or enforce such ordinance or regulation.”
- On, July 13, 2020 Governor Parson signed HB 1682 into law after passage by the Missouri Legislature.
- As a result of the new law, the Branson Municipal Code Sec. 58-125(b)(1) needs to be changed to remove the prescription requirement for the sale of methamphetamine precursor drugs.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: C-1 PUBIC SAFETY

ATTACHED EXHIBITS:

2
3
4 **AN ORDINANCE AMENDING CHAPTER 58 SECTION 125 OF THE BRANSON**
5 **MUNICIPAL CODE PERTAINING TO PRESCRIPTIONS FOR METHAMPHETAMINE**
6 **PRECURSOR DRUGS**
7

8
9 **WHEREAS**, HB 1682 amended Section 195.417, RSMo to add: “[a]ny local ordinances or
10 regulations enacted by any political subdivision of the state prior to August 28, 2020, requiring a
11 prescription for the dispensation, sale, or distribution of any drug product containing any detectable
12 amount of ephedrine, phenylpropanolamine, or pseudoephedrine, or any of their salts or optical
13 isomers, or salts of optical isomers, in an amount within the limits described in subsections 2, 3,
14 and 4 of this section shall be void and of no effect and no such political subdivision shall maintain
15 or enforce such ordinance or regulation.”; and

16
17 **WHEREAS**, on July 13, 2020 Governor Parson signed HB 1682 into law after passage by the
18 Missouri Legislature.

19
20 **NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE**
21 **CITY OF BRANSON, MISSOURI, THE FOLLOWING:**
22

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

27 Section 2: That *Section 58-125 - Prohibition of sale of methamphetamine precursor drugs* of
28 the Branson Municipal Code is hereby amended to read as follows:
29

30 Sec. 58-125. - Prohibition of sale of methamphetamine precursor drugs.
31

32 (a) General. It shall be illegal for any person to sell, deliver or distribute ephedrine,
33 pseudoephedrine or any other methamphetamine precursor drugs, except as set forth in the specific
34 exceptions contained in this article.

35 (b) Exceptions. The below shall be excepted from the provisions of subsection (a) of this section:

36 (1) Ephedrine, pseudoephedrine or other methamphetamine precursor drugs may be sold
37 by a state-licensed pharmacist [~~after being authorized to do so by a written prescription~~
38 ~~from a physician or other healthcare professional licensed by the state to write~~
39 ~~prescriptions~~].

40 (2) Ephedrine, pseudoephedrine or other methamphetamine precursor drugs may be
41 distributed by a licensed physician within the physician's office, clinic, nursing home or
42 other licensed healthcare facility.

43 (3) This section regulating ephedrine, pseudoephedrine or other methamphetamine
44 precursor drugs shall not apply to the sale of animal feed containing ephedrine or dietary
45 supplement products containing naturally occurring or herbal ephedra or extracts of herbal
46 ephedra.

- 47 (4) Any compound, mixture, or preparation, which is in liquid or liquid-filled gel capsule
48 form, containing any detectable quantity of ephedrine, pseudoephedrine,
49 methamphetamine precursor drug.
- 50 (c) Prima facie evidence. It shall be prima facie proof that a substance is regulated by this section
51 if the substance is contained in its original packaging and is labeled as being ephedrine,
52 pseudoephedrine or other methamphetamine precursor drugs.
- 53 (d) Reporting theft of methamphetamine precursor drugs.
- 54 (1) All thefts, shortages, disappearances, miscounts or other losses of ephedrine,
55 pseudoephedrine or other methamphetamine precursor drugs shall be reported to the
56 police department of the city within 24 hours of discovery.
- 57 (2) Any person selling ephedrine, pseudoephedrine or other methamphetamine precursor
58 drugs shall report any difference between the quantity of the aforementioned drugs shipped
59 and the quantity received to the police department of the city within 24 hours of discovery.
- 60 (e) Injunctive relief. The city may seek injunctive relief against any person who is in violation
61 of this section.

62
63 NOTE: LANGUAGE WHICH IS **BOLD, UNDERLINED** HAS BEEN ADDED; LANGUAGE
64 WHICH IS [~~BRACKETED, STRICKEN~~] HAS BEEN REMOVED.

65
66 Section 3: This ordinance shall be in full force and effect at 12:01am on August 28, 2020 after
67 its passage by the Board of Aldermen and approval by the Mayor

68
69 Read, this first time on this _____ day of _____, 20____.

70
71
72 Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of
73 Branson, Missouri on this _____ day of _____, 20____.

74
75
76
77

78 _____
79 E. Edd Akers
80 Mayor

81 ATTEST:

APPROVED AS TO FORM:

82
83
84
85
86

 7/23/20

87 _____
88 Lisa K. Westfall
89 City Clerk

Chris Lebeck #51831
City Attorney



STAFF REPORT

ITEM/SUBJECT: AN ORDINANCE AMENDING CHAPTER 78 SECTION 219 OF THE BRANSON MUNICIPAL CODE PERTAINING TO THE SUNSET CLAUSE OF SMALL WIRELESS FACILITIES

INITIATED BY: LEGAL DEPARTMENT

FIRST READING: AUGUST 11, 2020

FINAL READING: AUGUST 25, 2020

EXECUTIVE SUMMARY:

- Chapter 78, Article V – Small Wireless Facilities was approved by the Board of Aldermen in Ord. No. 2019-0017 on February 26, 2019 and related to the deployment of 5G wireless services.
- House Bill 2120 extended the effective dates of the Uniform Small Wireless Facility Deployment Act of Sections 67.5110 to 67.5122, RSMo from January 1, 2021 to January 1, 2025.
- House Bill 2120 was signed into law by Governor Mike Parson on July 2, 2020.
- The authority and provisions of Chapter 78, Article V – Small Wireless Facilities are based on the Uniform all Small Wireless Facility Act which has now been extended to January 1, 2025.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: EI Strategy 1.1 Sustainable Growth. Continuously improve infrastructure services to adequately serve existing residents while planning for future growth.

ATTACHED EXHIBITS:

ITEM/SUBJECT: AN ORDINANCE AMENDING CHAPTER 78 SECTION 219 OF THE BRANSON MUNICIPAL CODE PERTAINING TO THE SUNSET CLAUSE OF SMALL WIRELESS FACILITIES

1 **BILL NO. 5851**

ORDINANCE NO. _____

2
3
4 **AN ORDINANCE AMENDING CHAPTER 78 SECTION 219 OF THE BRANSON**
5 **MUNICIPAL CODE PERTAINING TO SUNSET CLAUSE OF SMALL WIRELESS**
6 **FACILITIES**
7

8
9 **WHEREAS**, House Bill 2120 extended the effective dates of the Uniform Small Wireless Facility
10 Deployment Act of Sections 67.5110 to 67.5122, RSMo from January 1, 2021 to January 1, 2025;
11 and

12
13 **WHEREAS**, House Bill 2120 was signed into law by Governor Mike Parson on July 2, 2020; and

14
15 **WHEREAS**, Chapter 78, Article V – Small Wireless Facilities was approved by the Board of
16 Aldermen in Ord. No. 2019-0017 on February 26, 2019; and

17
18 **WHEREAS**, the authority and provisions of Chapter 78, Article V – Small Wireless Facilities are
19 based on the Uniform all Small Wireless Facility Act.

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

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

27
28 Section 2: That *Section 78-219. – Sunset clause* of the Branson Municipal Code is hereby
29 amended to read as follows:

30
31 Sec. 78-219. - Sunset clause.

32
33 This article goes into effect upon passage and with a sunset date of January 1, ~~[2021]~~
34 **2025**, except that for small wireless facilities already permitted or collocated on city poles prior
35 to such date the fees set forth in section 78-211 and appendix A will remain in effect.

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37
38 NOTE: LANGUAGE WHICH IS **BOLD, UNDERLINED** HAS BEEN ADDED; LANGUAGE
39 WHICH IS [~~BRACKETED, STRICKEN~~] HAS BEEN REMOVED.

40
41
42 Section 3: This ordinance shall be in full force and effect after its passage by the Board of
43 Aldermen and approval by the Mayor at 12:01am on August 28, 2020.

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:

 7/22/20

Lisa K Westfall
City Clerk

Chris Lebeck #51831
City Attorney



STAFF REPORT

ITEM/SUBJECT: PRESENTATION ON SECOND QUARTER 2020 FINANCIAL REPORT.

INITIATED BY: FINANCE DEPARTMENT

DATE: AUGUST 25, 2020

EXECUTIVE SUMMARY:

- A presentation for the 2nd Qtr. FY2020 financial report for the City of Branson.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
 Not Recommended
 Neutral/None

A handwritten signature in black ink, appearing to be "JD", located to the right of the staff recommendation options.

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

ATTACHED EXHIBITS: Exhibit 1 - Powerpoint



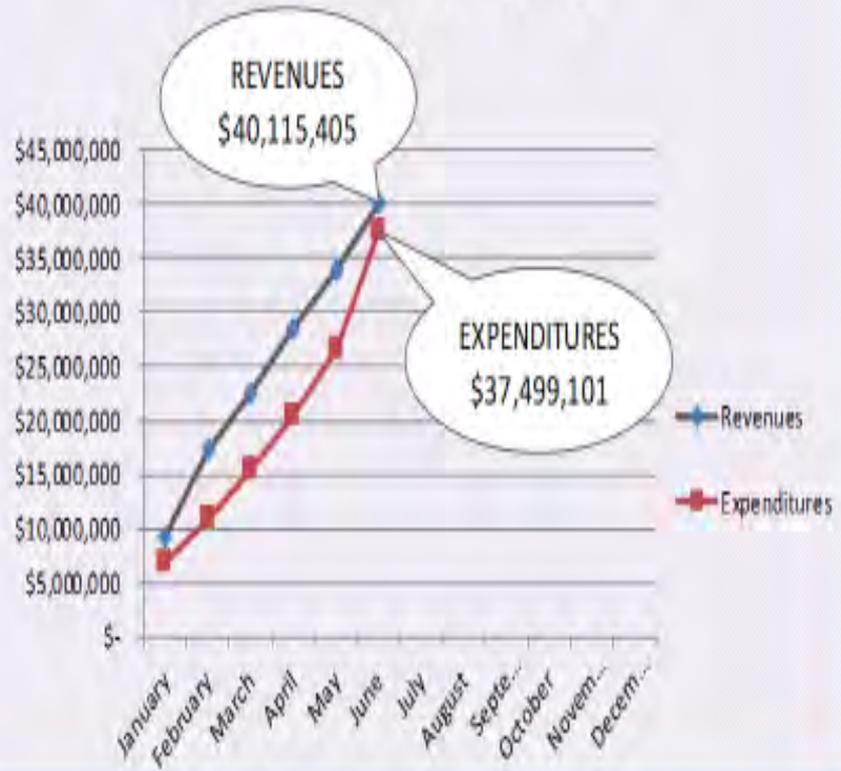
City of Branson

2nd Qtr. Financial Update

June 30, 2020

Presented by Director of Finance Jamie Rouch

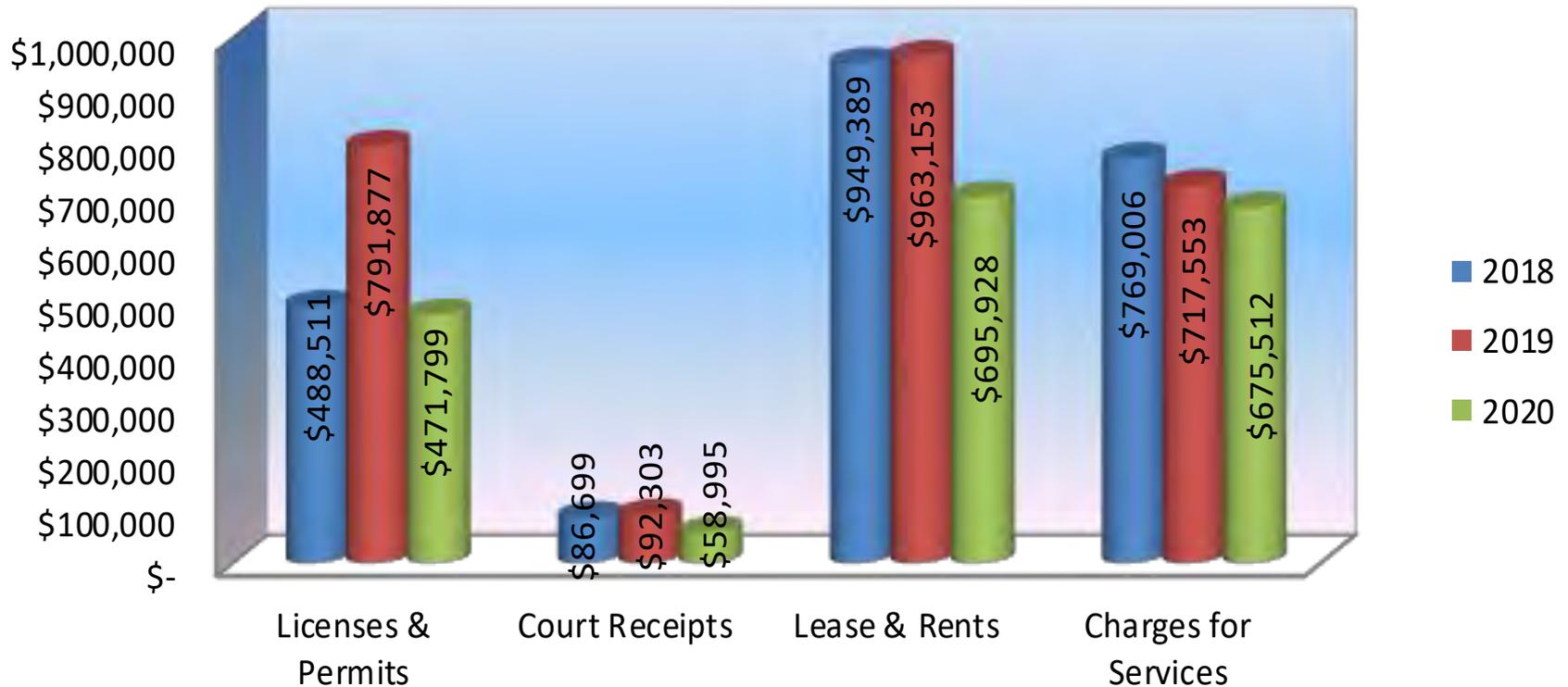
All Governmental Funds Revenues vs. Expenditures - YTD 6/30/19 (includes transfers in/out)



All Governmental Funds Revenues vs. Expenditures - YTD 6/30/20 (includes transfers in/out)



General Fund Revenues by Category



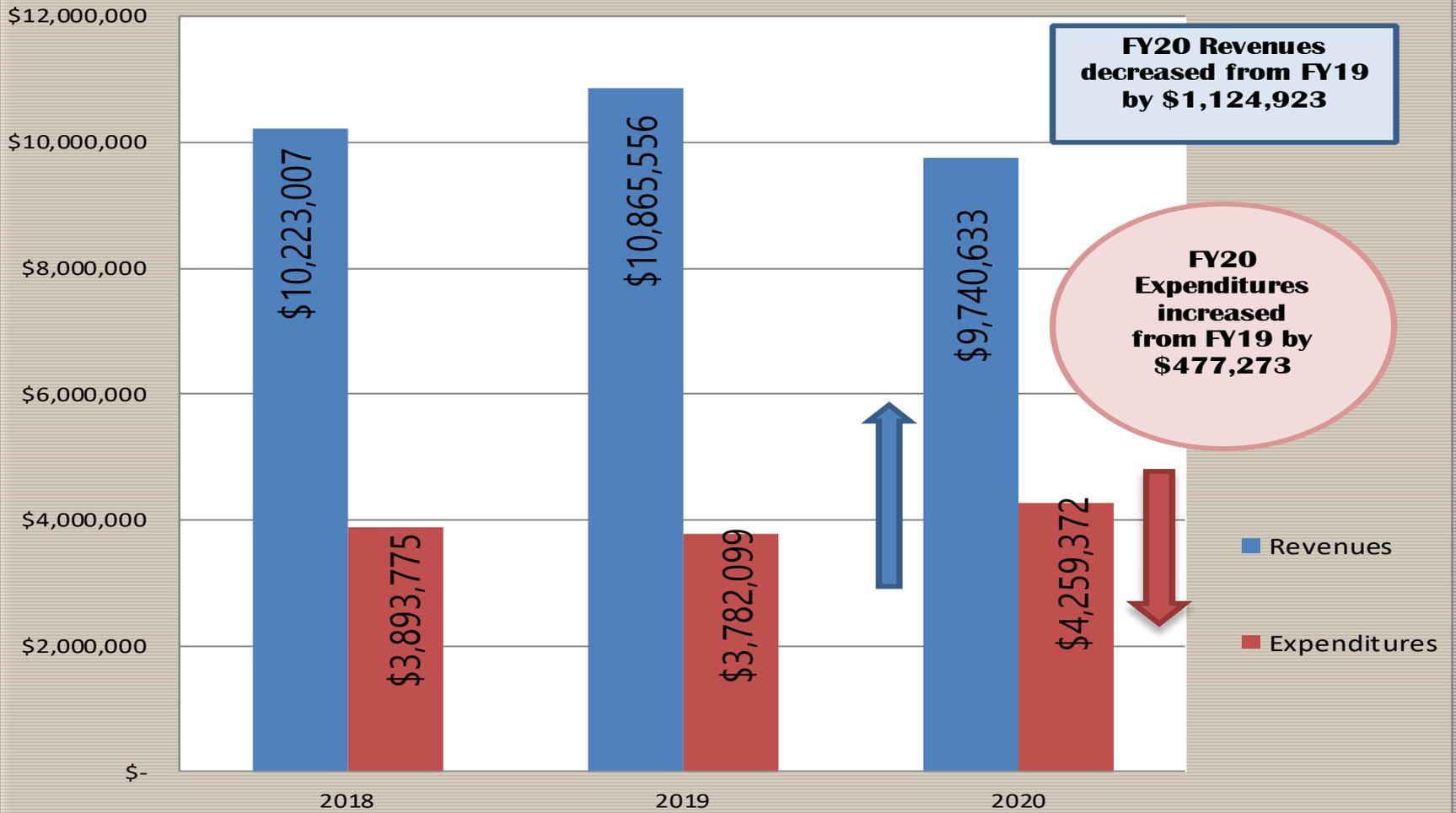
Licenses & Permits—decreased by \$320,078 from FY2019 and decreased \$16,712 from FY2018

Court Receipts— decreased \$33,308 from FY2019 and decreased \$27,704 from FY2018

Lease & Rents— decreased by \$267,225 from FY2019 and decreased \$253,461 from FY2018. The majority of Hwy 76 lease revenue is calculated as a percentage of sales.

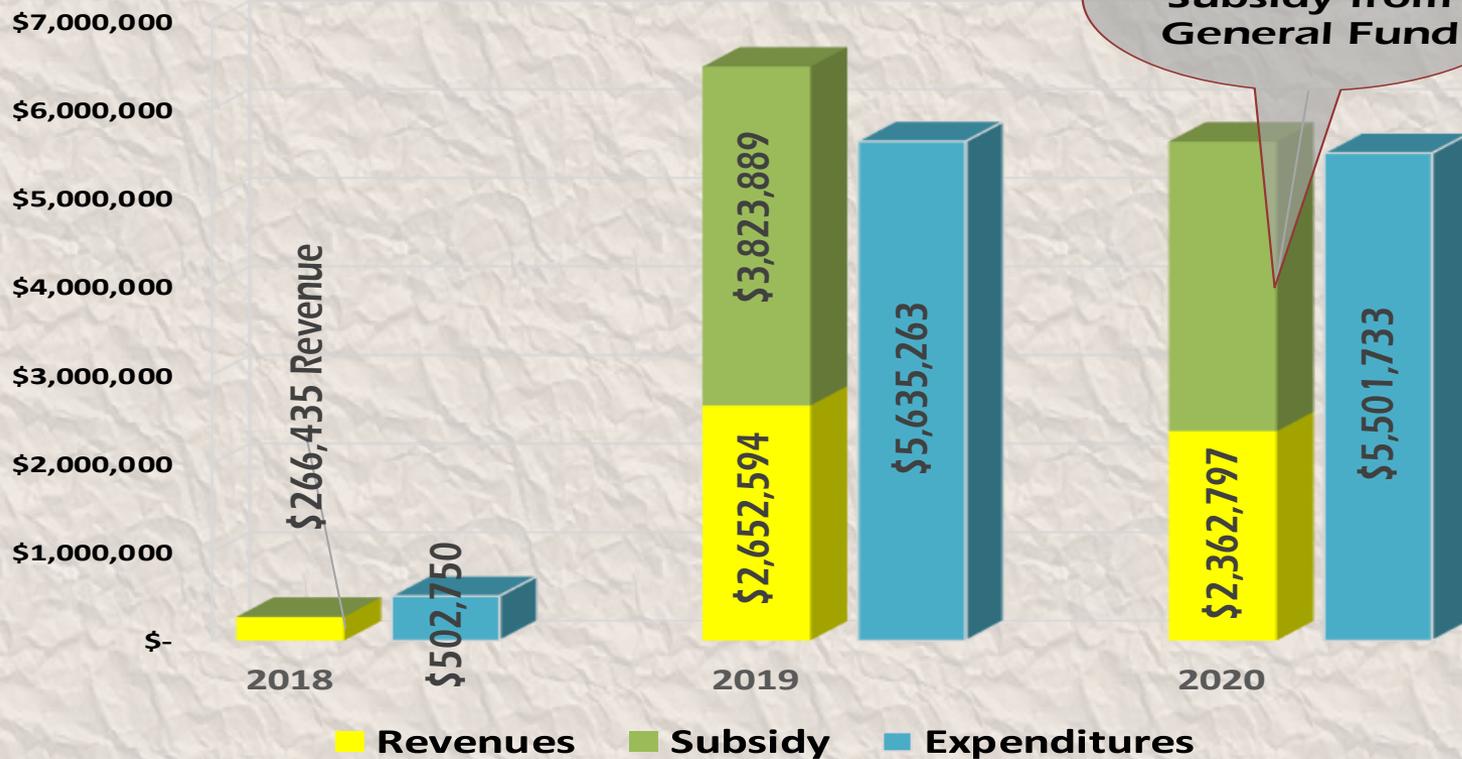
Charges for Services—this category is made up of administrative fees

General Fund–YTD 6/30/20



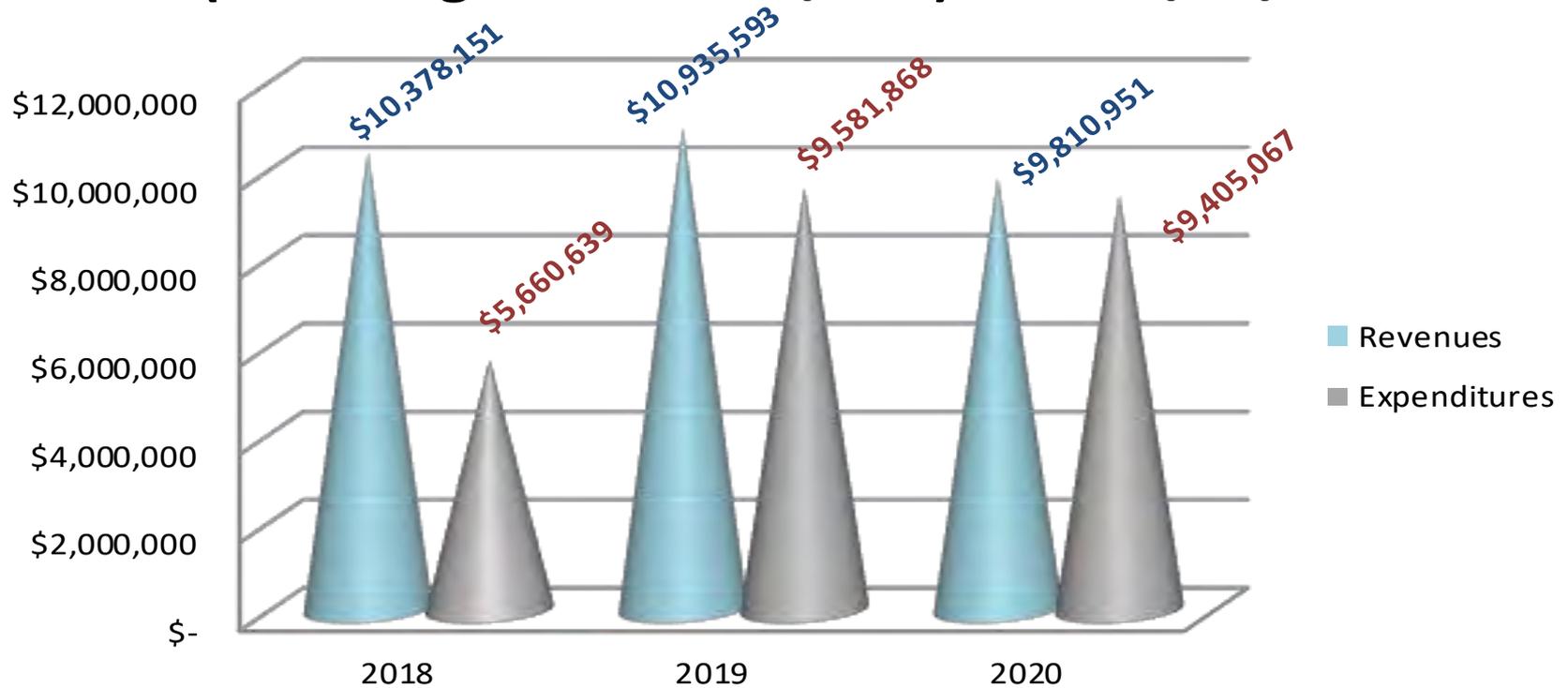
- 2020 Revenues are \$1,124,923 less than 2019
- 2020 Expenditures are \$477,273 more than 2019 due to the timing of the Property/Liability & Worker's Comp. insurance pmt. 2020 this was paid in June totaling \$852k, in 2019 it was paid in July.

Public Safety Fund YTD 6/30/20



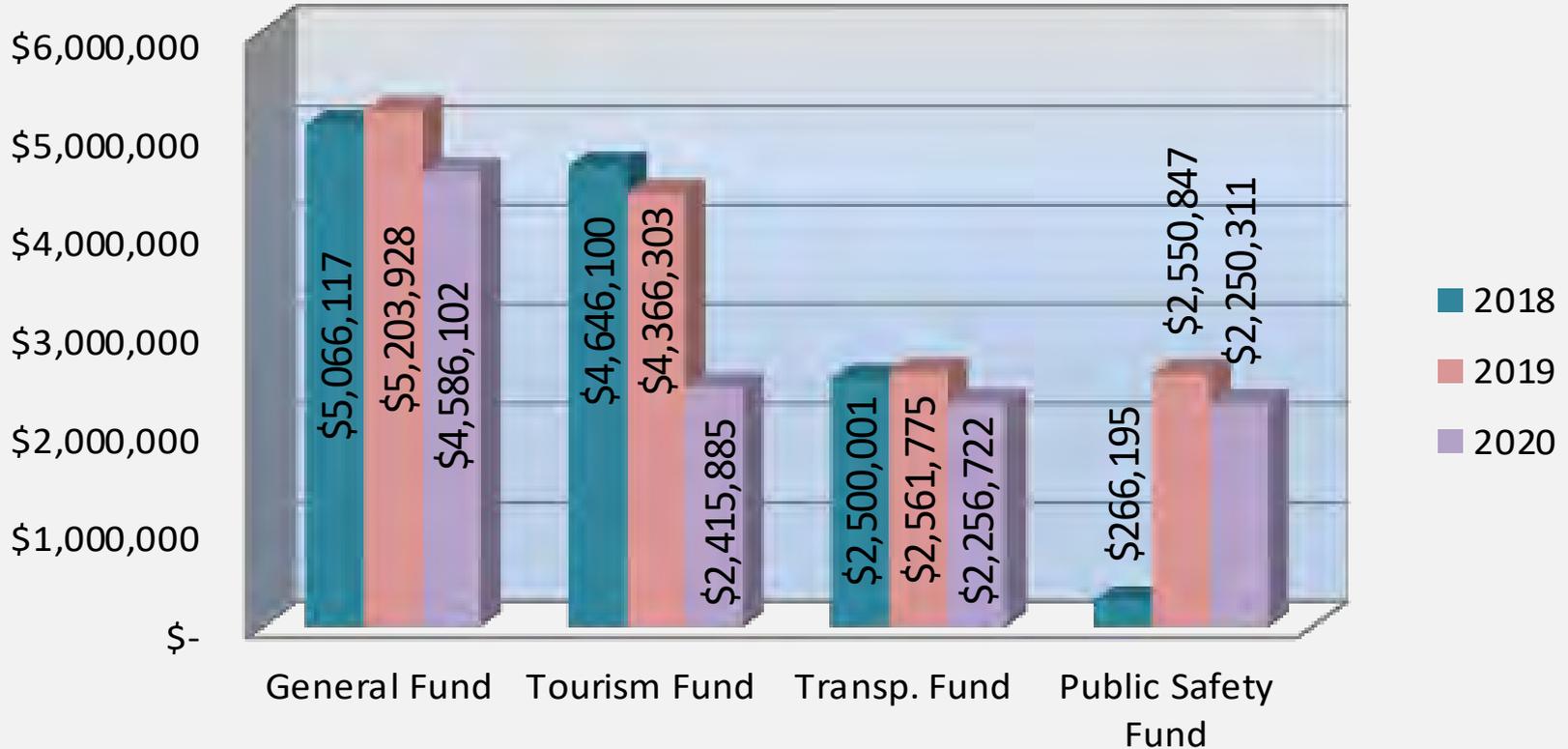
- The graph includes the operational Subsidy transferred in from the General Fund YTD subsidy from the General Fund is \$3,268,432 (this includes \$81,858 for Code Enforcement employees that were reclassified from GF to Police in Sept. 2019)
- FY2020 YTD revenues (excl. the General Fund subsidy) are \$2,362,797
- FY2020 YTD expenditures are \$5,501,733

General Fund Revenues & Expenses (Including Transfers In/Out) --YTD 6/30/20



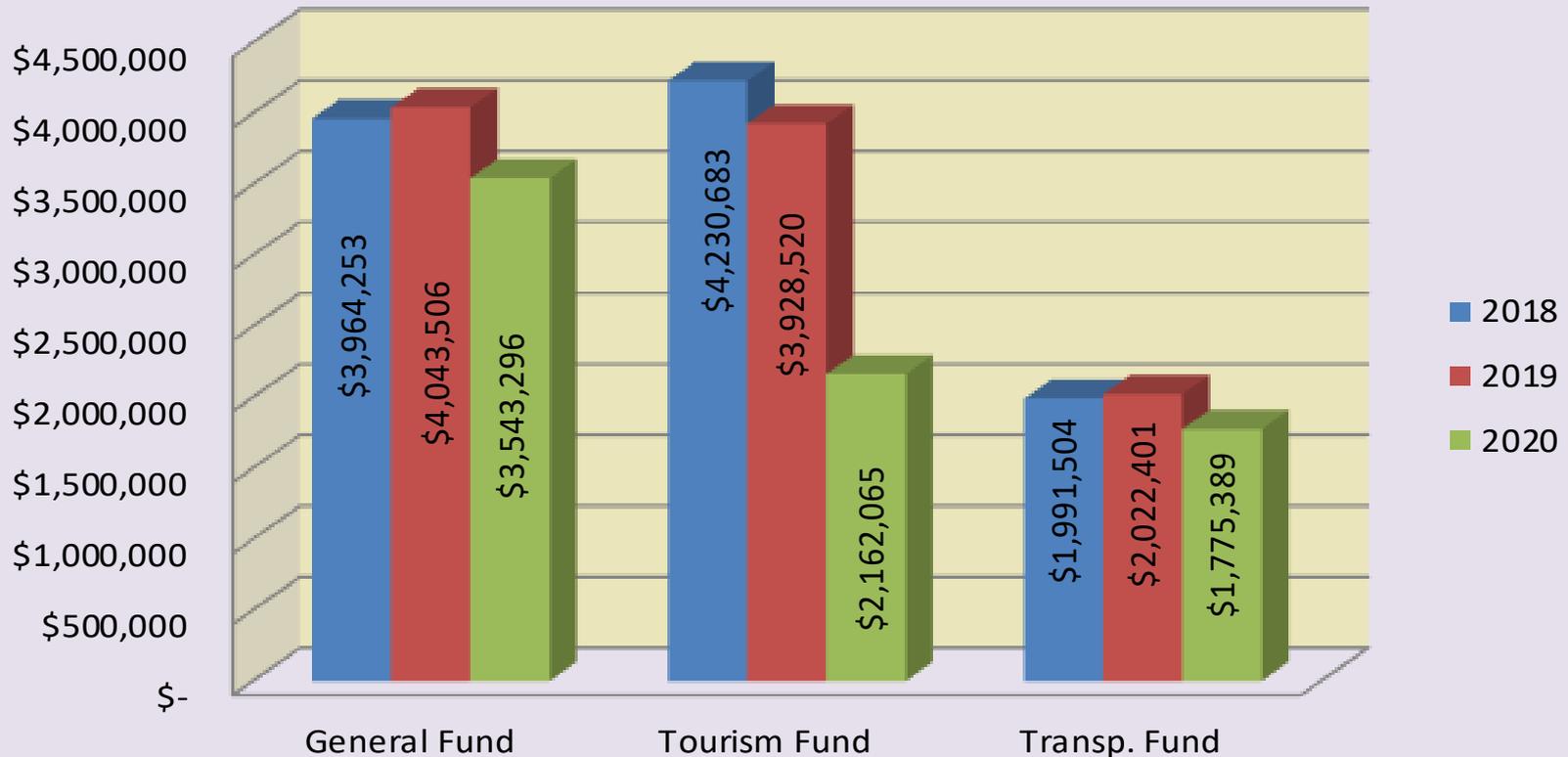
- Revenues decreased by \$1,124,642 from FY2019
- Expenditures decreased \$176,801 from FY2019

Gross Sales Tax for all Governmental Funds YTD 6/30/20



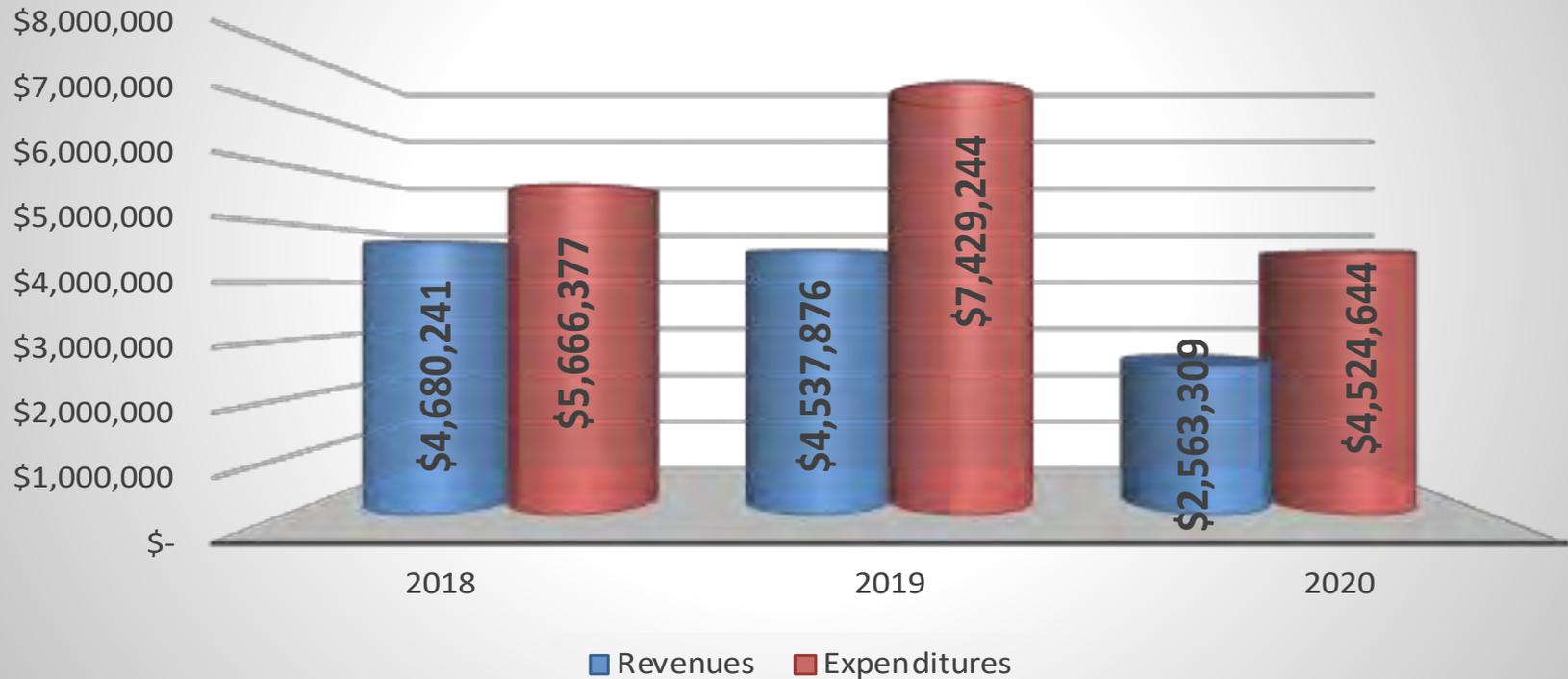
- General Fund Sales Tax ended the 2nd Qtr FY2020 down 11.9% compared to FY2019
- Tourism Tax ended down 44.7% for the 2nd Qtr
- Transportation Tax ended down 11.9%
- Public Safety Tax ended down 11.8%

Sales Tax (Net of TIF) for all Governmental Funds YTD 6/30/20



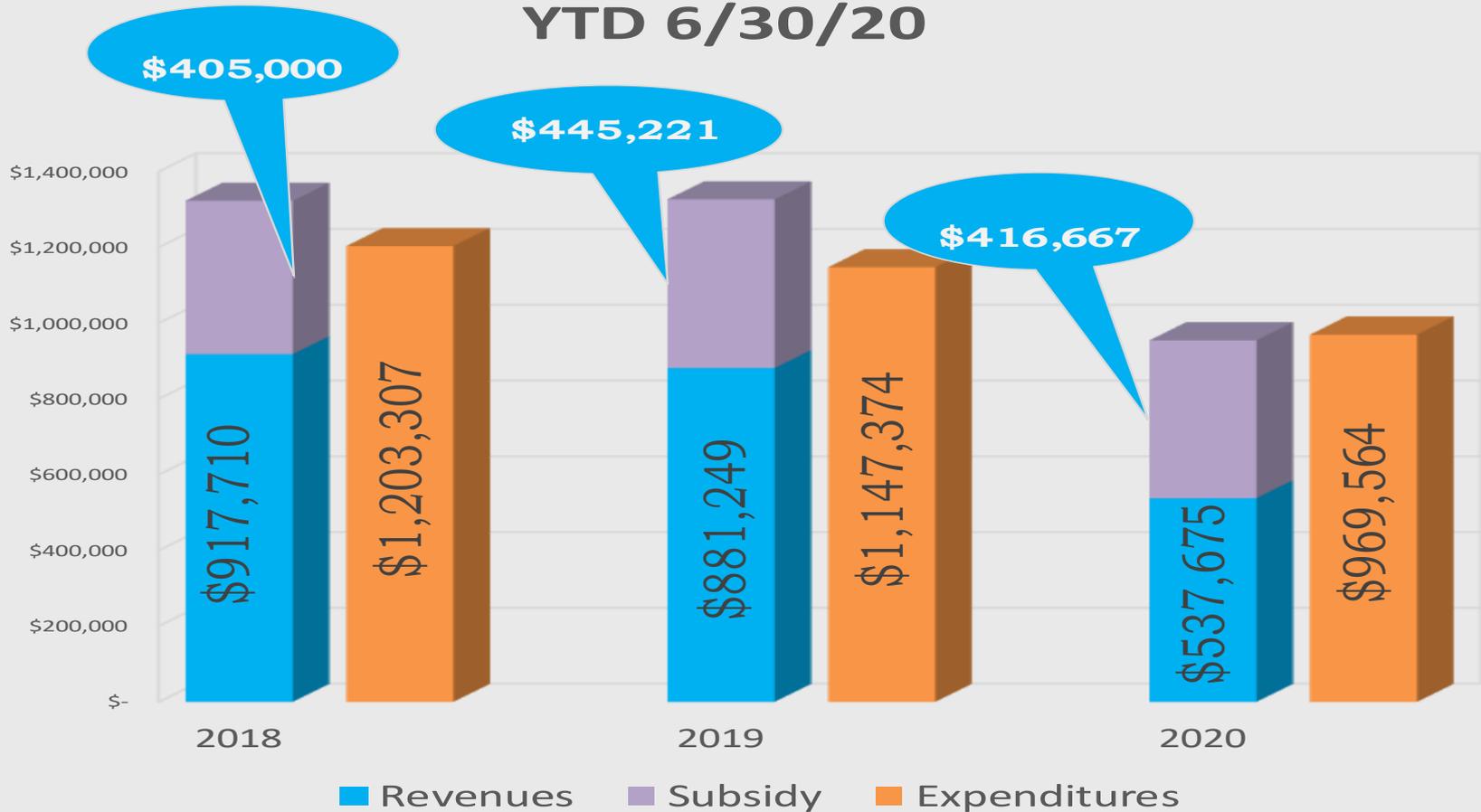
- Net General Fund Sales Tax revenues for FY2020 are \$500,210 less than FY2019, which is a 12.4% decrease
- Net Tourism Sales Tax revenues for FY2020 are \$1,766,455 less than FY2019, which is an 45% decrease

Tourism Fund including transfers in/out YTD 6/30/20



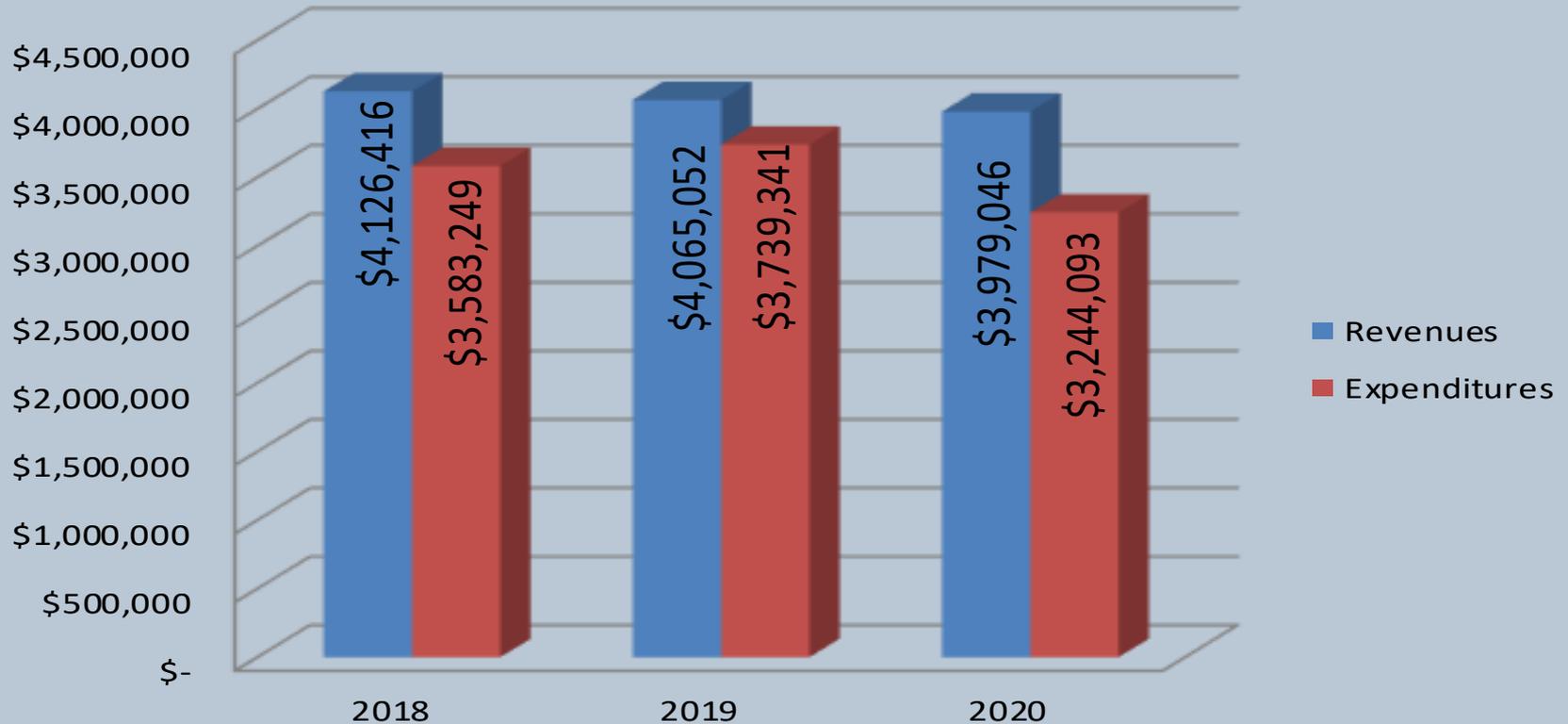
- 2020 Revenues are \$1,974,567 less than 2019
- 2020 Expenditures and Transfers out are \$2,904,600 less than 2019

Parks & Recreation Fund YTD 6/30/20



- The graph includes the operational Subsidy transferred in from the General Fund YTD subsidy from the General Fund is \$416,667 a decrease of \$28,554 from FY19.
- FY2020 operating revenues (excl. the General Fund subsidy) decreased by \$343,574 from FY2019
- FY2020 expenditures decreased \$177,810 from FY2019

Water & Sewer (including transfers in/out) YTD 6/30/20 (NET OF DEPRECIATION)



- FY2020 Revenues are \$86,006 less than FY2019.
- FY2020 Expenditures are \$495,248 less than FY2019.

Questions?





STAFF REPORT

ITEM/SUBJECT: REPORT ON PROGRESS OF AQUARIUM AT THE BOARDWALK TAX INCREMENT FINANCING DISTRICT.

INITIATED BY: FINANCE DEPARTMENT

DATE: AUGUST 25, 2020

EXECUTIVE SUMMARY:

- Kuvera Partners will present the annual TIF progress report per the contract:

“At the first regularly-scheduled meeting of the Board of Aldermen following the first anniversary of the execution of this Contract and upon the City’s written request thereafter (not to exceed more than once per year) until all Project Improvements are completed until the TIF District is dissolved, and the TIF Plan and this contract are terminated, Developer shall report to the Board of Aldermen the progress of its implementation as required under the reporting requirements of the TIF Act, such additional information as City may reasonably require, and such additional information as Developer wishes to present...”

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

ATTACHED EXHIBITS: Exhibit 1 – Powerpoint
Exhibit 2 – Progress Report

TIF ANNUAL PROGRESS REPORT

Report Sections:

- 1- Project improvements completed
- 2- Status of project improvements in progress but not yet completed
- 3- Actual redevelopment project costs in the redevelopment area compared to redevelopment plan estimates
- 4- Actual start and completion dates of project improvements in the redevelopment area compared to redevelopment plan estimates
- 5- All project improvements have commenced as of report date
- 6- Progress photos

Status of project improvements in progress but not yet completed

Cost Category	Updated Project Costs	Current Incurred Costs	Variance
Land Acquisition	\$ 684,786	\$ 684,786	100%
Partial Demolition of Existing Structure & Improvements	\$ 756,512	\$ 681,980	90%
Site Improvements	\$ 2,221,000	\$ 1,332,600	60%
Lake	\$ 2,060,000	\$ 824,000	40%
Building	\$ 11,625,857	\$ 8,411,276	72%
Main Tank and Additional Tanks	\$ 5,212,000	\$ 3,909,000	75%
Life Support Systems	\$ 7,142,000	\$ 5,356,500	75%
Pre-Show	\$ 1,293,267	\$ 1,293,267	100%
Interactives	\$ 860,220	\$ 430,110	50%
Theming & Graphics	\$ 1,415,000	\$ 1,061,250	75%
Exterior Theming: Octopus & Aquarium Sign	\$ 3,020,001	\$ 1,318,475	44%
FF&E, Supplies, Equipment, Fish Acquisition	\$ 4,892,000	\$ 3,424,400	70%
Construction Contingency	\$ 959,179	\$ -	0%
Soft Costs	\$ 9,363,000	\$ 8,426,700	90%
Total	\$ 51,504,822	\$ 37,154,344	72%

Actual redevelopment project costs in the redevelopment area compared to redevelopment plan estimates

Cost Category	Original Budget	Current Costs	Variance
Land Acquisition	\$ 684,786	\$ 684,786	\$ -
Partial Demolition of Existing Structure & Improvements	\$ 753,000	\$ 756,512	\$ 3,512
Site Improvements	\$ 2,221,000	\$ 2,221,000	\$ -
Lake	\$ 2,060,000	\$ 2,060,000	\$ -
Building	\$ 9,920,000	\$ 11,625,857	\$ 1,705,857
Main Tank and Additional Tanks	\$ 4,692,000	\$ 5,212,000	\$ 520,000
Life Support Systems	\$ 6,662,000	\$ 7,142,000	\$ 480,000
Pre-Show	\$ 1,061,000	\$ 1,293,267	\$ 232,267
Interactives	\$ 907,000	\$ 860,220	\$ (46,780)
Theming & Graphics	\$ 1,415,000	\$ 1,415,000	\$ -
Exterior Theming: Octopus & Aquarium Sign	\$ 2,708,000	\$ 3,020,001	\$ 312,001
FF&E, Supplies, Equipment, Fish Acquisition	\$ 4,892,000	\$ 4,892,000	\$ -
Construction Contingency	\$ 3,600,000	\$ 959,179	\$ (2,640,821)
Soft Costs	\$ 9,363,000	\$ 9,363,000	\$ -
Total	\$ 50,938,786	\$ 51,504,822	

Actual start and completion dates of project improvements in the redevelopment area compared to redevelopment plan estimates

Original schedule 02/27/2019 – 07/06/2020

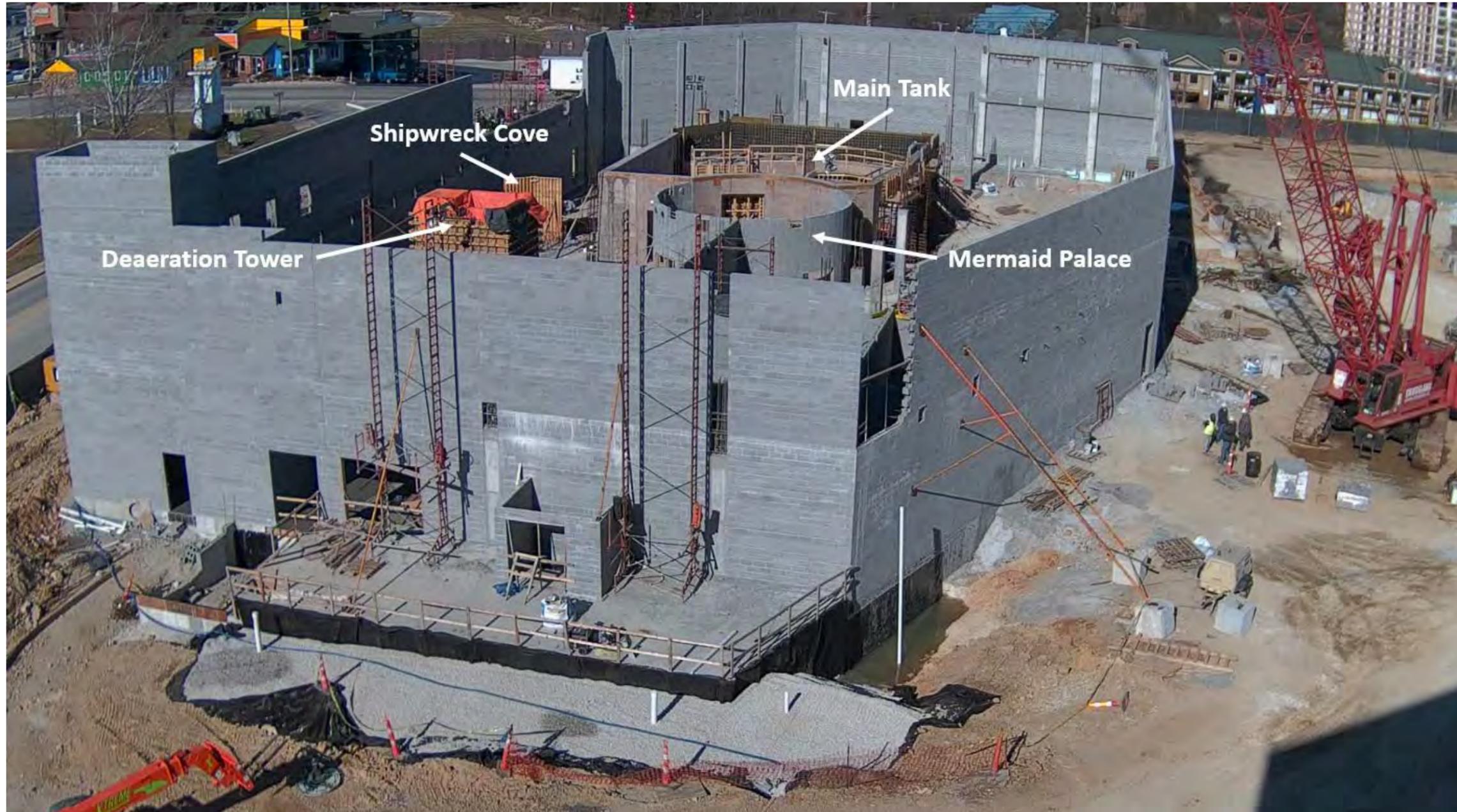
Current Schedule 02/27/2019 – 10/17/2020

Commencement date is unchanged. Work began as soon as TIF was approved.

Project Completion Date has extended from 07/06/2020 to 10/17/2020.

The completion of the project has extended beyond the original date due to the added scope of additional onsite holding and quarantine facilities. This scope required additional animal support systems be installed which extended the project schedule.

Aerial View of Exterior Progress – March 2020



Aerial View of Exterior Progress - Current



All project improvements have commenced as of report date (Main Tank Image)



Internal Theming Progress – Main Tank



Internal Theming Progress – Main Tank



Internal Theming Progress – Shipwreck Zone – Tank 12



Internal Theming Progress – Glowing Waters Zone



Internal Theming Progress – Glowing Waters Zone



Internal Theming Progress – Glowing Waters Zone



Internal Theming Progress – Boardwalk Zone



Internal Theming Progress – Mermaid Palace



Life Support System Filtration Room



Life Support System Pump Room



HVAC Boilers & Pumps



Water Quality System



1- Project Improvement completed

No project improvements have been completed, other than land acquisition

2- Status of project Improvements in progress but not yet completed

Cost Category	Updated Project Costs	Current Incurred Costs	Variance
Land Acquisition	\$ 684,786	\$ 684,786	100%
Partial Demolition of Existing Structure & Improvements	\$ 756,512	\$ 681,980	90%
Site Improvements	\$ 2,221,000	\$ 1,332,600	60%
Lake	\$ 2,060,000	\$ 824,000	40%
Building	\$ 11,625,857	\$ 8,411,276	72%
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FF&E, Supplies, Equipment, Fish Acquisition	\$ 4,892,000	\$ 3,424,400	70%
Construction Contingency	\$ 959,179	\$ -	0%
Soft Costs	\$ 9,363,000	\$ 8,426,700	90%
Total	\$ 51,504,822	\$ 37,154,344	72%

3- Actual Redevelopment Project Costs in the Redevelopment Area compared to Redevelopment Plan estimates

Cost Category	Original Budget	Current Costs	Variance
Land Acquisition	\$ 684,786	\$ 684,786	\$ -
Partial Demolition of Existing Structure & Improvements	\$ 753,000	\$ 756,512	\$ 3,512
Site Improvements	\$ 2,221,000	\$ 2,221,000	\$ -
Lake	\$ 2,060,000	\$ 2,060,000	\$ -
Building	\$ 9,920,000	\$ 11,625,857	\$ 1,705,857
Main Tank and Additional Tanks	\$ 4,692,000	\$ 5,212,000	\$ 520,000
Life Support Systems	\$ 6,662,000	\$ 7,142,000	\$ 480,000
Pre-Show	\$ 1,061,000	\$ 1,293,267	\$ 232,267
Interactives	\$ 907,000	\$ 860,220	\$ (46,780)
Theming & Graphics	\$ 1,415,000	\$ 1,415,000	\$ -
Exterior Theming: Octopus & Aquarium Sign	\$ 2,708,000	\$ 3,020,001	\$ 312,001
FF&E, Supplies, Equipment, Fish Acquisition	\$ 4,892,000	\$ 4,892,000	\$ -
Construction Contingency	\$ 3,600,000	\$ 959,179	\$ (2,640,821)
Soft Costs	\$ 9,363,000	\$ 9,363,000	\$ -
Total	\$ 50,938,786	\$ 51,504,822	

Project had some cost over runs in some cost categories.

None of the cost over runs are related to TIF reimbursable costs, they are related to the construction of the Aquarium.

- 4- Actual start and completion dates of Project Improvements in the Redevelopment Area compared to Redevelopment Plan Estimates

Original schedule 02/27/2019 – 07/06/2020

Current Schedule 02/27/2019 – 10/17/2020

Commencement Date is unchanged. Work began as soon as TIF was approved.
Project Completion Date has extended from 07/06/2020 to 10/17/2020.

The completion of the project has extended beyond the original date due to the added scope of additional onsite holding and quarantine facilities. This scope required additional animal support systems be installed which extended the project schedule.

- 5- All project improvements have commenced as of report date.



STAFF REPORT

ITEM/SUBJECT: A RESOLUTION AUTHORIZING THE CITY TO APPLY FOR FINANCIAL ASSISTANCE WITH THE UNITED STATES DEPARTMENT OF COMMERCE - ECONOMIC DEVELOPMENT ADMINISTRATION FOR A GRANT TO FINANCE THE COMPTON WASTEWATER TREATMENT PLANT FLOOD PROOFING PROJECT.

INITIATED BY: FINANCE DEPARTMENT

DATE: AUGUST 25, 2020

EXECUTIVE SUMMARY:

- Numerous extreme flood events over the last decade have determined the Compton Wastewater Treatment Plant is at extreme risk of flood damage up to complete inundation.
- Replacement of the facility would be in excess of \$80 million if it was completely destroyed by flood waters. Excessive environmental and economic damage would occur if the facility was off-line due to a flood event as a result of inability to treat sewage
- The city requested public comment and received nearly 400 letters of support for the project from city residents and businesses in March 2020. These responses were provided to the Missouri Department of Economic Development.
- The resolution authorizes Mayor Akers, Finance Director Jamie Rouch, and Utilities Director Mike Ray to sign the application and various related documents for financial assistance from the Economic Development Administration (EDA).

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: Infrastructure and Environment: Designs, builds and proactively maintains a reliable utility infrastructure that delivers a safe, clean water supply, controls storm water drainage and effectively manages sewage treatment.

ATTACHED EXHIBITS:

A RESOLUTION AUTHORIZING THE CITY TO APPLY FOR FINANCIAL ASSISTANCE WITH THE UNITED STATES DEPARTMENT OF COMMERCE - ECONOMIC DEVELOPMENT ADMINISTRATION FOR A GRANT TO FINANCE THE COMPTON WASTEWATER TREATMENT PLANT FLOOD PROOFING PROJECT.

WHEREAS, the Compton Wastewater Treatment Plant is at extreme risk of flood damage up to complete inundation of the facility; and

WHEREAS, the City wishes to apply for financial assistance in the form of a grant from the United States Department of Commerce - Economic Development Administration to flood proof the facility; and

WHEREAS, the Board of Aldermen wishes to authorize Mayor Edd Akers, Finance Director Jamie Rouch and Utilities Director Mike Ray to sign application documents for financial assistance.

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

Section 1: The Board of Aldermen hereby authorizes the City to apply for financial assistance with the United States Department of Commerce – Economic Development Administration for the Compton Wastewater Plant Flood Proofing project.

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

ADOPTED by the Board of Aldermen of the City of Branson, Missouri, on this ____ day of _____, 20 ____.

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

Chris Lebeck #51831 8/15/20

Chris Lebeck #51831
City Attorney



STAFF REPORT

ITEM/SUBJECT: A RESOLUTION FOR THE APPOINTMENT OF A REPRESENTATIVE AND ALTERNATE TO THE SOUTHWEST MISSOURI SOLID WASTE MANAGEMENT DISTRICT "N" EXECUTIVE BOARD.

INITIATED BY: PUBLIC WORKS DEPARTMENT

DATE: AUGUST 25, 2020

EXECUTIVE SUMMARY:

- According to the By-Laws of the Southwest Missouri Solid Waste Management District, appointees to the Southwest Missouri Solid Waste Management District Executive Board, “will be re-certified biennially by their appointive authorities”. This re-certification shall be in the form of a resolution by the appointive authorities.
- The attached resolution will serve as the City of Branson’s re-certification of Mona Menezes as board member and Sharon White as an alternate to the above mentioned executive board.
- Typically, the executive board meets once each year.

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: S10: Provide leadership in regional partnerships with the goal of consistent coordinated management.

ATTACHED EXHIBITS:

A RESOLUTION FOR THE APPOINTMENT OF A REPRESENTATIVE AND ALTERNATE TO THE SOUTHWEST MISSOURI SOLID WASTE MANAGEMENT DISTRICT "N" EXECUTIVE BOARD.

WHEREAS, the City of Branson deems it necessary to participate in the Southwest Missouri Solid Waste Management District "N" Executive Board, and

WHEREAS, Mona Menezes is qualified for and capable of representing the City of Branson as a board member, and

WHEREAS, the Board of Aldermen now deems it timely and important to make this appointment.

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

Section 1: Mona Menezes is hereby appointed to represent the City of Branson as a member on the Southwest Missouri Solid Waste Management District "N" Executive Board.

Section 2: Sharon White is hereby appointed as the alternate to represent the City of Branson when the appointed representative is absent or cannot perform duties.

Section 3: This resolution shall be in effect from and after its passage and approval.

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

CLU #51831 8/15/20

Chris Lebeck, #51831
City Attorney



STAFF REPORT

ITEM/SUBJECT: A RESOLUTION FOR THE APPOINTMENT OF A REPRESENTATIVE AND ALTERNATE TO THE SOUTHWEST MISSOURI SOLID WASTE MANAGEMENT DISTRICT "N" COUNCIL.

INITIATED BY: PUBLIC WORKS DEPARTMENT

DATE: AUGUST 25, 2020

EXECUTIVE SUMMARY:

- According to the By-Laws of the Southwest Missouri Solid Waste Management District, appointees to the Southwest Missouri Solid Waste Management District Council, "will be re-certified biennially by their appointive authorities". This re-certification shall be in the form of a resolution by the appointive authorities.
- The attached resolution will serve as the City of Branson's re-certification of Mona Menezes as council member and Sharon White as an alternate to the above mentioned executive council.
- The council consists of representatives from each city in the county. Typically, the council meets once each quarter.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
 Not Recommended
 Neutral/None

A handwritten signature in black ink, appearing to be "JD", is written over the "Neutral/None" option.

COMMUNITY PLAN 2030: S10: Provide leadership in regional partnerships with the goal of consistent coordinated management.

ATTACHED EXHIBITS:

RESOLUTION NO. _____

A RESOLUTION FOR THE APPOINTMENT OF A REPRESENTATIVE AND ALTERNATE TO THE SOUTHWEST MISSOURI SOLID WASTE MANAGEMENT DISTRICT "N" COUNCIL.

WHEREAS, the City of Branson deems it necessary to participate in the Southwest Missouri Solid Waste Management District "N" Council, and

WHEREAS, Mona Menezes is qualified for and capable of representing the City of Branson as a council member, and

WHEREAS, the Board of Aldermen now deems it timely and important to make this appointment.

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

- Section 1: Mona Menezes is hereby appointed to represent the City of Branson as a member on the Southwest Missouri Solid Waste Management District "N" Council.
- Section 2: Sharon White is hereby appointed as the alternate to represent the City of Branson when the appointed representative is absent or cannot perform duties.
- Section 3: This resolution shall be in effect from and after its passage and approval.

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

CLM #51831 8/15/20

Chris Lebeck, #51831
City Attorney



STAFF REPORT

ITEM/SUBJECT: RESOLUTION APPROVING A SPECIAL EVENT PERMIT APPLICATION FOR THE FORREST GUMP CHALLENGE.

INITIATED BY: PLANNING & DEVELOPMENT DEPARTMENT

DATE: AUGUST 25, 2020

EXECUTIVE SUMMARY:

- Proposed to be held on Saturday, August 29, 2020.
- Request includes both a 5K (3.1 miles) and half marathon course (13.1 miles). Both courses will require the temporary closure of certain portions of Branson Landing Boulevard (sidewalk), Boxcar Willie Drive, Lake Drive, Worthing Street, Christopher Drive, Canal Street, Cliff Drive, Hawthorn Street, and Sunset Road. The Branson Landing, North Beach Park, the City’s RV Campground, and Sunset Park will also be utilized.
- Partial street closures are proposed to begin at 6:00 am and last no later than 11:00 am on the day of the event.
- Proposed event is expected to attract approximately 50 participants.
- Several directional sign locations have been proposed as part of the proposed event to assist participants, citizens and drivers to safely navigate the event.
- This will be the second year for this annual event, and they have requested to utilize the same route as last year and as used by other successful similar events. As a result, staff is familiar and comfortable with the applicant’s proposal.
- In addition to the attached staff review, the Police Department has identified a total cost of approximately \$563.49 for staff time to assist with the proposed event. The Board of Aldermen may decide to recoup any and all expenses incurred by the city as a result of the proposed event per Branson Municipal Code Section 94-65(h).

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: C Strategy 6.3 Community Events.

ATTACHED EXHIBITS: 1) Special Events Review Letter

PLANNING & DEVELOPMENT DEPARTMENT
PLANNING & ZONING | BUILDING PERMITS | SIGN PERMITS



DATE: August 13, 2020

SUBJECT: Forrest Gump Race

Public Works Review

- Public Works Department will be providing the needed barricades to close Canal Street, Lake Drive, and Box car Willie Drive. Barricades will be placed prior to race and will need to be deployed by the police department as needed.

A RESOLUTION APPROVING A SPECIAL EVENT PERMIT FOR THE FORREST GUMP CHALLENGE.

WHEREAS, Raymond Varner on behalf of Cross Country Missions has petitioned the City of Branson for approval of a Special Event Permit Application for the Forrest Gump Challenge; and

WHEREAS, the Board of Aldermen wish to approve the application.

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

- Section 1: The Board of Aldermen for the City of Branson hereby approves the Special Event Permit Application attached as Exhibit 'A'.
- Section 2: The City Administrator has exercised his authority to allow the Special Event Permit Application to be submitted less than the 90 days prior to the event per Branson Municipal Code Section 94-65(c)(1) as described on Exhibit 'B'.
- Section 3: 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

Chris Lebeck #51831 8/14/20

Chris Lebeck #51831
City Attorney

EXHIBIT 'A'

PLANNING & DEVELOPMENT DEPARTMENT
PLANNING & ZONING | BUILDING PERMITS | SIGN PERMITS



Special Event - With Street Closure
Address:
Description: Forrest Gump Race

SE20-000008
Application Date: 08/06/2020

Application Information*:

Applicant Name	Raymond Varner
Applicant Email	ray@campruwa.com
Applicant Address	470 Mark Twain Drive Reeds Spring MO 65737
Applicant Company Name	
Applicant Company Address	470 Mark Twain Drive Reeds Spring MO 65737
Applicant Home Phone	(417) 296-1397
Applicant Cell Phone	(417) 296-1397
Applicant Work Phone	(417) 296-1397
Are you the property owner?	Yes
Would you like to add additional team members?	No
Sponsor Information Name	Raymond Varner
Sponsor Information Email	ray@campruwa.com
Sponsor Information Address	470 Mark Twain Drive Reeds Spring MO 65737
Sponsor Information Company Name	
Sponsor Information Company Address	470 Mark Twain Drive Reeds Spring MO 65737
Sponsor Information Home Phone	(417) 296-1397
Sponsor Information Cell Phone	(417) 296-1397
Sponsor Information Work Phone	(417) 296-1397
Expected number in attendance	50
Event Website	www.crosscountrymissions.org
Will the location of the event be on public property?	No
Event Setup	08/29/2020
Time	4:00 am

<u>Day 1</u>	08/29/2020
Start Time 1	6:00 am
End Time 1	11:00 am
Breakdown	08/29/2020
Time	11:00 am
Are you using a private security company?	No
Are you using a private waste management company?	No
Are you using a private sanitation company?	No
Will the event include food concessions and/or preparation areas?	No
Will the event involve the consumption of alcoholic beverages on-site?	No
Postcard	1
Email	0
Published Notification	1
Published Signage	0
Will tents be used at the event?	No
Does the event include the use of fireworks, rockets, lasers, or other pyrotechnics?	No
Will there be music or live entertainment at the event?	No
Will stages, bandstands, or platforms be used for the event?	No
Will sound amplification be used?	No
Will sound/light equipment be used for the event?	No
Will the event have any live animals and/or horse-drawn carriage(s)?	No
Will the event include the use of any temporary signs?	No
Sq Ft	0
Sq Ft	0
Plan Revision Cycle	00 - Original Document Resubmittal

* Only fields that were populated are shown

Documents:

Attach Site Plan: [5AF6B90D-3156-4DDF-B80D-54DFAE3FC34A.jpeg](#)

Applicant Signature: [signature.png](#)

Email: [Blank Email Template.htm](#)

Document: [Property Owner Acknowledgment.pdf](#)



Property Owner Acknowledgement

In signing this acknowledgement, the property owner supports the request and agrees that all information provided is complete and accurate. The property owner also agrees to abide by the regulations of the Branson Municipal Code and understands they may be held responsible for any violation.

Property address: The BRANSON LANDING, BRANSON LANDING BLVD.
BRANSON, MO 65616
Property Owner Signature: [Signature] Print Name: SEAN A. McNEILIS Date: 8/10/2020

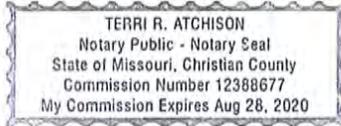
STATE OF Missouri)
COUNTY OF Taney) ss.

On this 10th day of August, 2020, before me personally appeared Sean McNeilis, to me known to be the property owner described in and who executed the foregoing application, and acknowledged that he/she executed the same as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Branson, MO the day and year first above written.

[Signature]
Notary Public

My term expires: 8/28/20



FORREST GUMP CHALLENGE

HALF MARATHON

MAP GUIDE

- START
- FINISH
- MILES
- ↑ 3 LOOPS

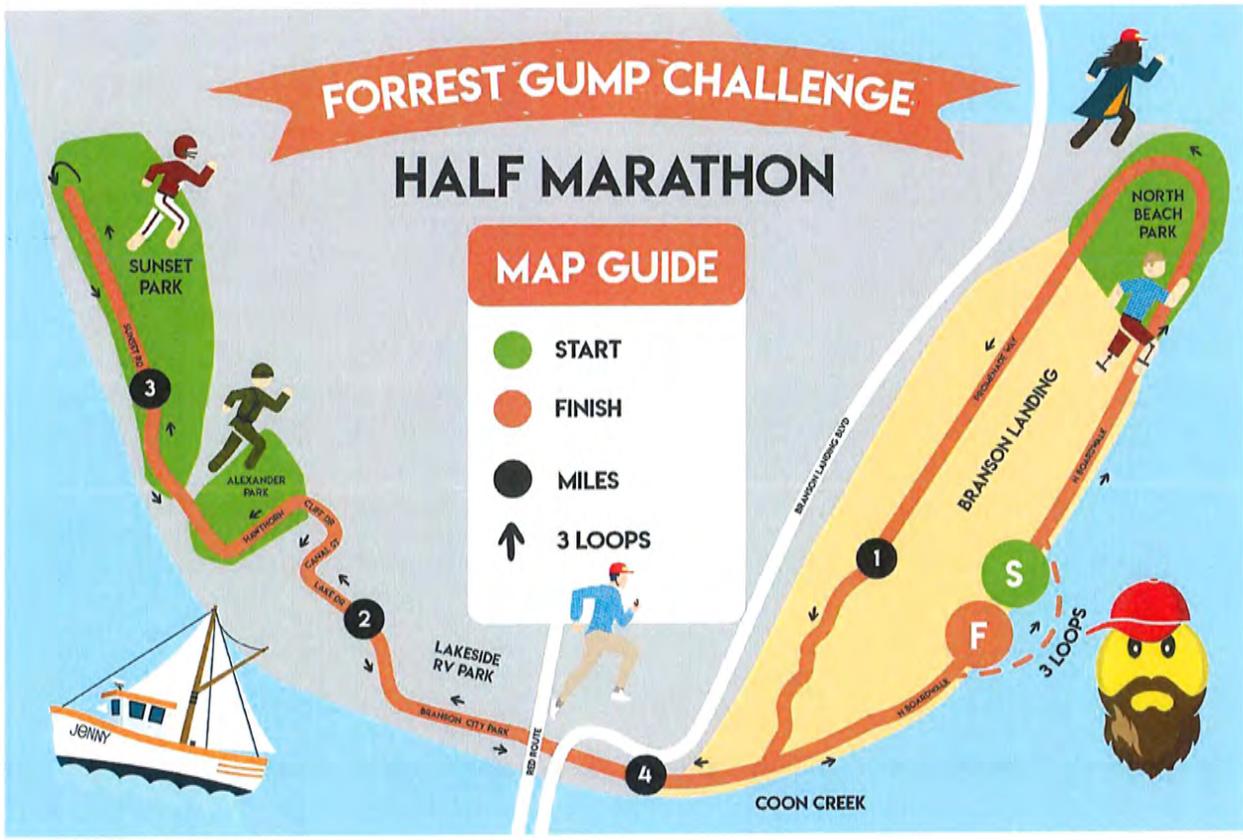


EXHIBIT 'B'



PLANNING & DEVELOPMENT DEPARTMENT
PLANNING & ZONING | BUILDING PERMITS | SIGN PERMITS

Per Branson Municipal Code Section 94-65 (c)(1), the ninety (90) day exception has been exercised for Forrest Gump Challenge.



Stanley Dobbins
City Administrator

08-13-2020
Date



STAFF REPORT

ITEM/SUBJECT: RESOLUTION APPROVING A SPECIAL EVENT PERMIT APPLICATION FOR K-LIFE RUN TO THE LIGHTS.

INITIATED BY: PLANNING & DEVELOPMENT DEPARTMENT

DATE: AUGUST 25, 2020

EXECUTIVE SUMMARY:

- Proposed to be held on Saturday, October 31, 2020.
- Request includes a 5K (3.1 miles) run through a portion of the Westgate Branson Woods Resort and the Lights of Joy Christmas drive-thru display to raise money for K-Life. The course will require the temporary closure of certain portions of Roark Valley Drive and Expressway Lane.
- Partial street closures are proposed to begin at 4:00 pm and last no later than 7:30 pm on the event day.
- Proposed event is expected to attract approximately 300 participants.
- Several directional sign locations have been proposed as part of the proposed event to assist participants, citizens and drivers to safely navigate the event.
- This would be the first year for this event, but it is proposed to take advantage of Westgate Branson Woods Resort’s private roads and the area of another long-standing special event which will not be open on the proposed date. As a result, staff is familiar and comfortable with the applicant’s proposal.
- Staff has reviewed the request and anticipates no costs at this time to assist with the proposed event.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: C Strategy 6.3 Community Events.

ATTACHED EXHIBITS: 1) Special Events Review Letter

PLANNING & DEVELOPMENT DEPARTMENT

PLANNING & ZONING | BUILDING PERMITS | SIGN PERMITS



DATE: August 13, 2020

SUBJECT: KLIFE 5K Run

Utilities Review

- Call 1-800-DIG-RITE prior to installing any signs.

Public Works Review

- Organizer is responsible for all traffic control to close expressway lane from ticket booth to Roark Valley Drive.. Roadway must remain open to local residents living on Royal oak Drive for the duration of the event.

A RESOLUTION APPROVING A SPECIAL EVENT PERMIT FOR K-LIFE RUN TO THE LIGHTS.

WHEREAS, Steve Hager on behalf of Attractions Management Group, LLC has petitioned the City of Branson for approval of a Special Event Permit Application for K-Life Run to the Lights; and

WHEREAS, the Board of Aldermen wish to approve the application.

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

- Section 1: The Board of Aldermen for the City of Branson hereby approves the Special Event Permit Application attached as Exhibit 'A'.
- Section 2: The City Administrator has exercised his authority to allow the Special Event Permit Application to be submitted less than the 90 days prior to the event per Branson Municipal Code Section 94-65(c)(1) as described on Exhibit 'B'.
- Section 3: 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

CLL #51831 8/15/20

Chris Lebeck #51831
City Attorney

EXHIBIT 'A'



PLANNING & DEVELOPMENT DEPARTMENT

PLANNING & ZONING | BUILDING PERMITS | SIGN PERMITS

Special Event - With Street Closure
Address:
Description: KLIFE 5K Run

SE20-000007
Application Date: 07/31/2020

Application Information*:

Applicant Name	Steve Hager
Applicant Email	steve@tripium.com
Applicant Address	1003 Sunset Ave MERRIAM VLG MO 65737
Applicant Company Name	
Applicant Company Address	1003 Sunset Ave MERRIAM VLG MO 65740
Applicant Home Phone	417-315-2618
Applicant Cell Phone	417-315-2618
Applicant Work Phone	417-233-1769
Are you the property owner?	No
Would you like to add additional team members?	Yes
Additional Team Member 1 Name	Chris Myer
Additional Team Member 1 Email	chris@myerhotels.com
Additional Team Member 1 Address	1225 Newbury Rd Reeds Spring MO 65737
Additional Team Member 1 Company Name	ATTRACTIONS MANAGEMENT GROUP, LLC
Additional Team Member 1 Company Address	1225 NEWBURY RD Reeds Spring MO 65737
Additional Team Member 1 Home Phone	
Additional Team Member 1 Cell Phone	4173371822
Additional Team Member 1 Work Phone	
Sponsor Information Name	CHRIS MYER

Sponsor Information Email chris@myerhotels.com
Sponsor Information Address 1225 Newbury Rd Reeds Spring MO 65737
Sponsor Information Company Name ATTRACTIONS MANAGEMENT GROUP, LLC
Sponsor Information Company Address 1225 NEWBURY RD Reeds Spring MO 65737
Sponsor Information Home Phone
Sponsor Information Cell Phone 4173371822
Sponsor Information Work Phone
Expected number in attendance 300
Event Website NONE YET
Will the location of the event be on public property? Yes
Event Setup 10/30/2020
Time 5:00 pm
Day 1 10/31/2020
Start Time 1 4:00 pm
End Time 1 7:30 pm
Breakdown 10/31/2020
Time 7:30 pm
Are you using a private security company? No
Are you using a private waste management company? Yes
Waste Management Company Name DENISE BUCKNER
Waste Management Company Email dbuckner@wcamerica.com
Waste Management Company Address
Waste Management Company Name WASTE CORPORATION OF MISSOURI
Waste Management Company Address 2120 W. BENNETT SPRINGFIELD MO 65807
Waste Management Company Home Phone
Waste Management Company Cell Phone
Waste Management Company Work Phone (417) 851-1900
Are you using a private sanitation company? Yes
Sanitation Company Name
Sanitation Company Email
Sanitation Company Address

Sanitation Company Name	Cynthia - BWI Sanitation Company
Sanitation Company Address	
Sanitation Company Home Phone	
Sanitation Company Cell Phone	
Sanitation Company Work Phone	41 78696666
Will the event include food concessions and/or preparation areas?	No
Will the event involve the consumption of alcoholic beverages on-site?	No
Postcard	1
Email	1
Published Notification	0
Published Signage	1
Will tents be used at the event?	No
Does the event include the use of fireworks, rockets, lasers, or other pyrotechnics?	No
Will there be music or live entertainment at the event?	Yes
Will stages, bandstands, or platforms be used for the event?	Yes
Will sound amplification be used?	Yes
Start Time	4:00 pm
End Time	7:30 pm
Will sound/light equipment be used for the event?	Yes
Will the event have any live animals and/or horse-drawn carriage(s)?	No
Will the event include the use of any temporary signs?	Yes
Number of Yard Signs	20
Sign Width (ft) se yard	3
Sign Height (ft) se yard	2
Sq Ft	6
Number of Banner Signs	10
Sign Width (ft) se banner	8
Sign Height (ft) se banner	4
Sq Ft	32
Mounting Location	Freestanding

Yard Sign 1 Location	TO BE DETERMINED
Yard Sign 2 Location	TO BE DETERMINED
Yard Sign 3 Location	TO BE DETERMINED
Yard Sign 4 Location	TO BE DETERMINED
Yard Sign 5 Location	TO BE DETERMINED
Yard Sign 6 Location	TO BE DETERMINED
Yard Sign 7 Location	TO BE DETERMINED
Yard Sign 8 Location	TO BE DETERMINED
Yard Sign 9 Location	TO BE DETERMINED
Yard Sign 10 Location	TO BE DETERMINED
Yard Sign 11 Location	TO BE DETERMINED
Yard Sign 12 Location	TO BE DETERMINED
Yard Sign 13 Location	TO BE DETERMINED
Yard Sign 14 Location	TO BE DETERMINED
Yard Sign 15 Location	TO BE DETERMINED
Yard Sign 16 Location	TO BE DETERMINED
Yard Sign 17 Location	TO BE DETERMINED
Yard Sign 18 Location	TO BE DETERMINED
Yard Sign 19 Location	TO BE DETERMINED
Yard Sign 20 Location	TO BE DETERMINED
Banner Sign 1 Location	TO BE DETERMINED
Banner Sign 2 Location	TO BE DETERMINED
Banner Sign 3 Location	TO BE DETERMINED
Banner Sign 4 Location	TO BE DETERMINED
Banner Sign 5 Location	TO BE DETERMINED
Banner Sign 6 Location	TO BE DETERMINED
Banner Sign 7 Location	TO BE DETERMINED
Banner Sign 8 Location	TO BE DETERMINED
Banner Sign 9 Location	TO BE DETERMINED
Banner Sign 10 Location	TO BE DETERMINED

** Only fields that were populated are shown*

Documents:

Attach Site Plan: [KLIFE- 5K RUN TO THE LIGHTS - ROUTE.pdf](#)

Attach property owner acknowledgement and notarization: [Property owners acknowledgement.pdf](#)

Attach Certificate of Liability Insurance: [City of Branson-ins-cert.pdf](#)

Applicant Signature: [signature.png](#)



1248 Holdings

5700 W. 112th Street
Suite 500
Overland Park, KS, 66211

August 11, 2020

Attractions Management Group To Whom it May Concern:

Please accept this letter of our consent for your request to hold a 5K charity run on the October 31, 2020, on the property leased between Attractions Management Group and 1248 Holdings, LLC (FKA Bicknell Family Holding Company, LLC).

Per the lease the property is described as:

Property on Roark Creek and off of Shepherd of the Hills Expressway, Branson, Missouri
in Section 25, township 23 North, Range 22 West, Taney County, Missouri more
formally described as:
445 Acres more or less located in Sections 23, 24, 25 and 36, T 23N R 22W, Taney
County, MO; adjacent to the Missouri Conservation Land and Shepherd of the Hills
Expressway in Branson, Missouri.

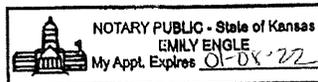
Per the lease #7 and #8 the Tenant is responsible for traffic control during the operation and the landlord shall not be liable to Tenant.

Sincerely,

A handwritten signature in black ink, appearing to be 'MB', written over a horizontal line.

Martin Bicknell

Manager



A handwritten signature in black ink, appearing to be 'Emily Engle', written below the notary stamp.

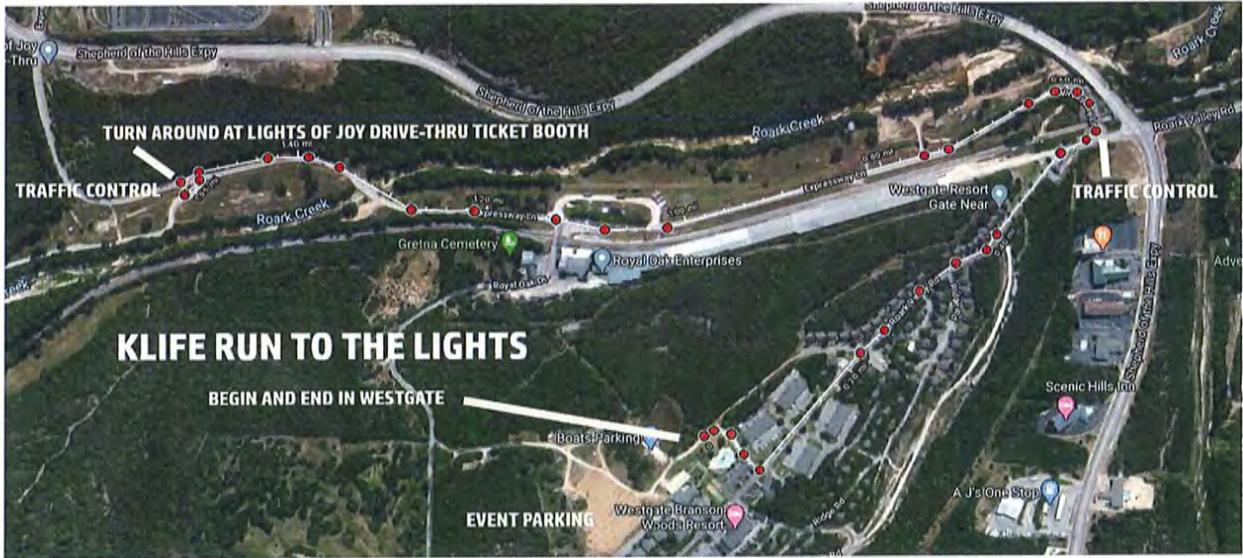
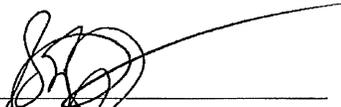


EXHIBIT 'B'

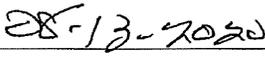


PLANNING & DEVELOPMENT DEPARTMENT
PLANNING & ZONING | BUILDING PERMITS | SIGN PERMITS

Per Branson Municipal Code Section 94-65 (c)(1), the ninety (90) day exception has been exercised for the KLife 5K Run.



Stanley Dobbins
City Administrator



Date

tiny homes **BIG HOPE**

Imagine a village of 48 individual homes that provide clean, safe, stable, and affordable housing in Branson.

An efficient and attractive housing solution with a philosophy of work demonstrated by microbusinesses, job training, and mentorship relationships that offer a dignified living environment as well as friendship, neighbors and the mental and emotional support they provide.

Imagine no more sub-standard, inadequate motel living in our area, replaced by a fresh, safe and positive sense of community. Safe and secure housing meets an essential and fundamental need, reduces motel living and homelessness, and elevates individuals and our whole community.



Be among the first to support this vision of hope for our neighbors who struggle in, or are on the edge of poverty.

Help us **Elevate Branson** with this proven solution to a growing problem in our area. We can rise to the challenge of adequate and affordable housing and improve the quality of life for our neighbors, the hourly employees, and front-line workforce who call Branson home.

Your support is essential to make this vision a reality.



ELEVATE COMMUNITY
DEVELOPER - ELEVATE BRANSON

24 JULY 2020



- A ART AND WOODWORKING STUDIO
- B OUTDOOR MOVIE AND AMPHITHEATER
- C 3-BAY AUTO SHOP
- D WELCOME CENTER
- E TBD
- F CHAPEL



ELEVATE COMMUNITY

DEVELOPER - ELEVATE BRANSON

24 JULY 2020



FREQUENTLY ASKED QUESTIONS ABOUT ELEVATE COMMUNITY

Q: Why create affordable housing with tiny homes?

A: Tiny homes have proven to be an efficient way to create safe, independent, and sustainable housing for low income individuals and couples, as well as those struggling on the brink of homelessness. Tiny houses have become a benchmark for these kinds of developments nationwide that provide simple, affordable and dignified living spaces in a community of mutual care and support.

Q: What is included in a tiny home?

A: Our tiny homes are prefabricated, permanent, 400-square-foot homes complete with an open kitchen, dining and living area, small bedroom, one bath and a front porch.

Q: What services will be available on site?

A: Because of the Community's adjacent location to the **Elevate Branson** campus, all the connections and supportive services of the organization are within an easy walk for residents. Amenities on site include, a garden, small store, chapel, an auto shop, art and woodworking studios, which will provide micro-business employment opportunities as well.

Q: What is the timeline for this development?

A: Much of the timing is based on available funding, both from sponsors and from local, state and federal grant monies. Our hope is to break ground on the development by April 2021, complete much of the infrastructure by September and place the first tiny homes on sites in October 2021. Phase 1 should be completed in 2021 and Phase 2 in 2022.

Q: Who will be able to live in the Elevate Community?

A: An application is being developed to qualify low income residents who have been located in Taney County for at least 12 months to relocate to the **Elevate Community**. A careful screening process will assess applicant suitability and willingness to adhere to the rules and obligations of neighborhood living.

Q: What rules will be in place for residents?

A: As in many communities, certain rules of conduct are in place to assure a safe and healthy living environment for all. Some regulations will include that yards be kept tidy and occupancy limits obeyed. Any overnight guests will be required to register with the office. Illegal drug possession or use is strictly prohibited. Alcohol can only be consumed inside a home and unruly behavior, public drunkenness or other criminal behavior will be reported to the police.

Q: How much will it cost to live there?

A: Residents will rent a fully furnished home for \$400 per month, which includes utilities and trash removal. Internet and cable will be provided for an additional fee.

TO BE ELIGIBLE TO LIVE IN THE ELEVATE COMMUNITY, YOU MUST:

- Have been a verifiable Taney County resident for at least one year.
- Have the ability to pay rent and provide gross income documentation. (This could include SSI, SSDI, working off-site, or on-site employment through Elevate Work).
- Be over the age of 18 - show proof of age (valid driver's license, state ID, military ID, government issued ID or fingerprint documentation).
- Provide a valid social security card or proof thereof.
- Qualify through the Coordinated Assessment Process.
- Agree to comply with the housing contract as well as the rules and regulations of the **Elevate Community**.
- Agree to be fingerprinted and a complete background check which includes social security verification, credit, eviction, history, criminal activity and terrorists watch list processed by the FBI. (Note: Having a criminal record does not necessarily disqualify you from Elevate Community; however, we will not accept anyone on the sex offender registry or found in OFAC/terrorist database records).
- Meet the criminal history requirements of our community. Disqualifying criminal history criteria is:
 1. Crimes against persons committed by the applicant regardless of the date committed, such as: capital murder, murder/manslaughter, kidnapping, child molestation, rape, and crimes of a sexual nature, or arson.
 2. Any individual who is subject to a registration pursuant to Missouri or any other state's sex offender registration program.
 3. A pattern (3 or more instances) of continuing conduct/acts, regardless of type of severity which may interfere with the health, safety, or right to peaceful enjoyment of the premises by others.
 4. Applicants with misdemeanor assault records within the past seven years may in some limited circumstances be admitted, provided that the applicant successfully attends anger management classes required by **Elevate Branson**.



1440 State Highway 248, Suite Q-442
Branson, Missouri 65616
417.335.9915
ElevateBranson.org

ELEVATE COMMUNITY RESIDENT QUESTIONS

Q: How many can live in a tiny home?

A: There is a one (1) person maximum occupancy for our tiny home. Couples who both qualify separately may live together.

Q: What is included in a tiny home?

A: Our tiny homes are prefabricated, permanent, 400-square-foot homes complete with an open kitchen, dining and living area, small bedroom, one bath and a front porch. The homes come fully furnished with a bed, kitchen table and 2 chairs, 2 recliners or sofa, refrigerator, stove, oven, microwave, washer and dryer.

Q: What services will be available on site?

A: Because of the Community's adjacent location to the **Elevate Branson** campus, all the connections and supportive services of the organization are within an easy walk for residents. Partnerships with Cox Branson Hospital, Hope 360, Burrell Behavioral Health, and transportation allow for telemedicine, mental health assessments, counseling services and more.

Q: How much will it cost to live there?

A: Residents will rent a fully furnished home for \$400 per month, which includes utilities and trash removal. Internet and cable will be provided for an additional fee. There is no deposit but rent is due in advance.

Q: How long can I live there?

A: All applicants must execute a lease contract for an **Elevate Community** home and the lease term may vary depending on program and annual income verification participation.

Q: Can I have any pets?

A: Yes. Residents may have 1 small dog or cat but it must be on a leash at all times when outside in the **Elevate Community**. There is an additional pet charge required and all residents must comply with the **Elevate Community** pet rules.



1440 State Highway 248, Suite Q-442
Branson, Missouri 65616
417.335.9915
ElevateBranson.org





STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING A ZONING CHANGE FROM COMMUNITY COMMERCIAL (CC) TO HIGH DENSITY RESIDENTIAL (HDR) FOR THE PROPERTY LOCATED AT 340 GRETNA ROAD, BRANSON, MISSOURI.

INITIATED BY: PLANNING & DEVELOPMENT DEPARTMENT

FIRST READING: AUGUST 25, 2020 **FINAL READING:** SEPTEMBER 8, 2020

EXECUTIVE SUMMARY:

- Subject property is located on the east side of Gretna Road, approximately 500 feet west of Francis Street. It is approximately 4.7 acres more or less and is currently undeveloped.
- Applicant’s intent is to develop affordable housing and accessory uses within the property through multiple phases. The first phase is proposed to include approximately 24, 400 square foot modular homes placed on permanent foundations, an art and woodworking studio, and community and outdoor spaces.
- Based on the proposed type of structures, their density, and the accessory uses, High Density Residential (HDR) zoning most closely aligns. While the Community Plan 2030’s Preferred Land Use Plan (Figure 10) shows Core Entertainment for the property, it is in close proximity to a seam of Medium Density Residential to the east showing that a pocket of residential uses in this area of the community is feasible.
- Requested zoning will assist with the community’s current need for a more diversified housing stock and provide affordable housing options that are within close walking distance to numerous job opportunities.
- Planning Commission recommends approval of the bill through Resolution ZO20-4 (20-000004) with a vote of 6-3 during their August 4, 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 ZO20-4
- 3) Letter from Glenn P. Green
- 4) Email from Commissioner Nichols

1) VICINITY MAPS - AERIAL



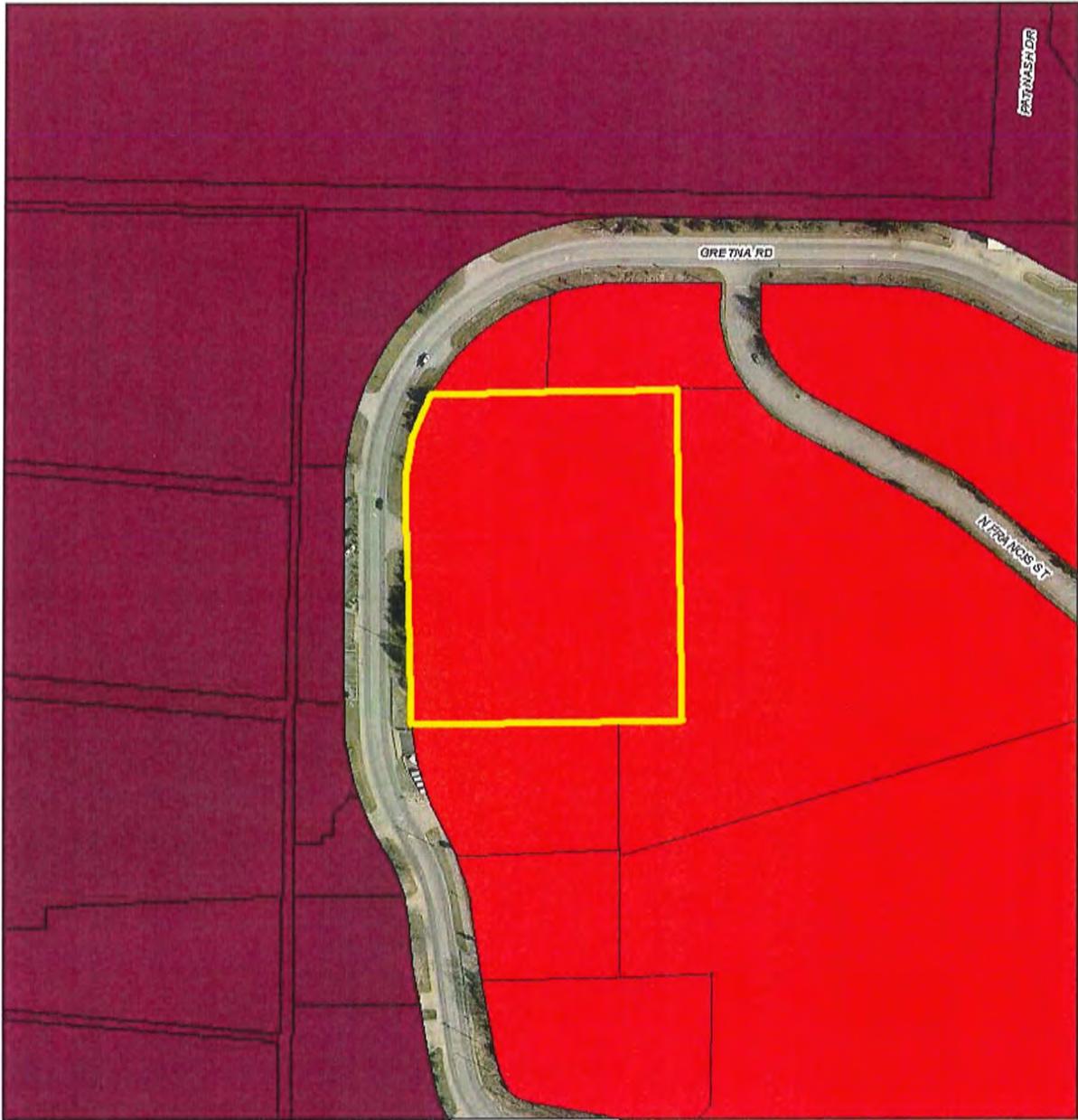
- Legend**
- Sanitary Sewer Manholes
 - Liftstation
 - Sewer Gravity Mains
 - Sewer Pressurized Mains
 - Water Hydrants
 - ▲ Water System Valves
 - Water Mains
 - STORM INLET STRUCTURES
 - ▼ STORM INTAKE STRUCTURES
 - STORM OUTFALL STRUCTURES
 - STORM_SEWER_PIPE
 - DISTRIBUTION
 - TRANSMISSION



1 inch = 200 feet
City of Branson
Planning & Development
Date: 6/26/2020

340 Gretna Rd

1) VICINITY MAPS – CURRENT ZONING



1 inch = 200 feet

City of Branson
Planning & Development
Date: 6/26/2020

340 Gretna Rd

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

1) VICINITY MAPS – PROPOSED ZONING



1 inch = 200 feet

City of Branson
Planning & Development
Date: 6/26/2020

340 Gretna Rd

 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 ZO20-4

PLANNING COMMISSION

RESOLUTION NO. ZO20-4 (20-000004)

A PLANNING COMMISSION RESOLUTION RECOMMENDING APPROVAL OF A ZONING CHANGE FROM COMMUNITY COMMERCIAL (CC) TO HIGH DENSITY RESIDENTIAL (HDR) ZONING FOR THE PROPERTY LOCATED AT 340 GRETNA ROAD, BRANSON, MISSOURI.

WHEREAS, a request has been initiated by Bryan Stallings on behalf of Elevate Branson for approval of a zoning change from Community Commercial (CC) to High Density Residential (HDR) zoning for the property located at 340 Gretna Road, legally described as follows:

ALL THAT PART OF THE WEST HALF (W½) OF LOT TWO (2) OF THE NORTHEAST FRACTIONAL QUARTER (NEFRL¼) IN SECTION TWO (2), TOWNSHIP TWENTY-TWO (22) NORTH, RANGE TWENTY-TWO (22) WEST, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 1608.26 FEET WEST AND 377.88 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 89°46' WEST 433.22 FEET TO THE EASTERLY RIGHT-OF-WAY OF A PUBLIC ROAD (GRETNA ACCESS ROAD); THENCE NORTH 8°11.5' WEST ON A 19.4862 DEGREE CURVE TO THE RIGHT 40.11 FEET; THENCE NORTH 0°14' WEST 308.35 FEET; THENCE ON A 20.4608 DEGREE CURVE TO THE RIGHT 160.24 FEET; THENCE NORTH 89°46' EAST 391.38 FEET; THENCE SOUTH 0°14' EAST 500 FEET TO THE POINT OF BEGINNING; ALL IN TANEY COUNTY, MISSOURI.

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

WHEREAS, a Public Hearing was held before the Planning Commission on August 4, 2020, at 7:00 PM in the Council Chambers located at 110 W. Maddux Street, Branson, Missouri; and,

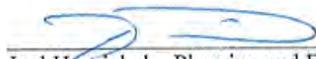
WHEREAS, all required documentation and payment of the required filing fee have been received by the City of Branson.

BE IT THEREFORE RESOLVED, that the Planning Commission for the City of Branson hereby recommends approval of a zoning change from Community Commercial (CC) to High Density Residential (HDR) zoning for the property located at 340 Gretna Road, Branson, Missouri.

DONE THIS 4TH DAY OF AUGUST 2020, BY THE PLANNING COMMISSION FOR THE CITY OF BRANSON, MISSOURI.


Clark Harris - Chairman

ATTEST:


Joel Hornickel – Planning and Development Director

ZO20-000004



CO-FOUNDER
THEODORE L. JOHNSON, III

MEMBERS
CRAIG F. LOWTHER
MICHAEL K. CULLY ¹
JOHN W. HOUSLEY
DAVID A. FIELDER
GLENN P. GREEN
THOMAS M. BENSON
RANDY J. REICHARD
LEE J. VIOREL
RUSSELL W. COOK ^{1,2}
MATHEW L. PLACZEK
AARON M. KLUSMEYER
KYLE HARMON
GREGGORY D. GROVES

ASSOCIATES
N. AUSTIN FAX
AIMEE L. MORRISON
MEGAN N. CRESON
KEVIN A. SCHARF
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WEB
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August 11, 2020

Via Fax: 417-334-2391

Branson Planning Commission
110 W. Maddux St.
Suite 215
Branson, MO 65616

RE: **Ozark Plaza Development, LLC/Elevate Branson Rezoning Request
Branson Planning Commission Project No. ZO20-4
Matter ID 13088-004**

Dear Chris:

I represent Ozark Plaza Development, LLC. That company is the owner of the following parcels of land in Branson, which neighbor the property at 340 Gretna Road:

MID-TOWNE VILLAGE LOT 2 LOT 1B REPLAT OF LOT 1;
MID-TOWNE VILLAGE MID-TOWNE VILLAGE LOTS 3, 4;
MID-TOWNE VILLAGE MID-TOWNE VILLAGE LOTS 8-12.

I have been asked by my client to submit its opposition to the request by Elevate Branson for a zoning change in the above case number. The request is from Community Commercial to High Density Residential. The indication of the applicant on their submission is a plan to have multiple uses, including approximately 24 "modular homes."

While my client believes that Elevate Branson has laudable objectives to help the homeless of the Branson area, that does not mean that a zoning decision should be based merely because the applicant's goals are noble. This is not an application that would limit the use to house the homeless. If the zoning changes on this application, it appears that the property developer could have a mobile home park as part of its development.

The city's Staff Report and Recommendation for Elevate Branson's application notes that the current zoning is Community Commercial, and that the Branson Community Plan 2030's Preferred Land Use Plan shows "Core Entertainment" for the subject property. Despite these facts, however, the Staff recommended approval of the zoning change to High Density Residential because "... of its proximity to a seam of Medium Density Residential to the east." The Staff additionally justifies this recommendation by stating that "... the expansion of

GPG/13088-004/1015097

PX272195

residential uses in this area is needed and will not have a negative effect on the surrounding commercial and entertainment uses.”

As the Commission is surely aware, it is generally accepted that when a municipality adopts a comprehensive plan outlining the future growth and development of the community and a zoning ordinance to implement that plan, the people have concluded that the restrictions are necessary for the public benefit and the ordinance should be observed. The common standards for zoning changes under such circumstances are as follows:

- **That the zone change is consistent with any applicable comprehensive plan for the area.** A comprehensive plan is a general plan that directs the future use and development of land. A "comprehensive plan" might state, for example, that a certain area should be preserved as low density residential. A zone change seeking high density might be inconsistent with that statement in the comprehensive plan. If a proposed zone change is not consistent with the comprehensive plan, the application should be denied. Sometimes, if a proposed zone change is inconsistent with the plan, the applicant will simultaneously seek a plan amendment that allows the zone change to be consistent with the amended comprehensive plan.
- **That there is a need for the zone change.** Sometimes this standard will require that the proponent of the change show that there has been a change in circumstances or that a mistake was made when the property was originally zoned. As an example, if there was no mistake made when the neighborhood was originally zoned, and there is sufficient land elsewhere for high density residential use, the fact the applicant wants to develop a specific piece of property may not be enough to justify a zone change, since there is no need to rezone the neighborhood.
- **That the zone change will be consistent with surrounding uses.** This may require the applicant to show the zone change will not result in property values going down, or interfere with existing development. For example, rezoning a neighborhood from low density residential to heavy industrial, when the neighborhood is surrounded by other residential uses, is likely to be found inconsistent with surrounding uses.
- **That the zone change is consistent with the orderly development of public services.** A zone change may not be appropriate in an area with no public services, especially if another part of town already has the services and can support the same type of development the proposed zone change will allow. Such requirement may also require the applicant to show that the zone change will not significantly impact traffic.

It is clear that the proposed use of the subject parcel by Elevate Branson is not even close to that specified under the current zoning, which provides as follows:

*“• **Community Commercial.** Community commercial is larger retail, shopping and office uses that are intended to serve as destinations for the greater community, sometimes region. Commercial properties within this category will vary in their size and scale of development. The building footprints and total building area are larger than neighborhood commercial buildings and are higher intensity centers. The existing pattern of development and intensity within the Community Commercial zones vary greatly; therefore both vertical and horizontal mixed use is encouraged. Higher density development is encouraged to support their*

role as a City destination. Community Commercial uses and activity centers should be concentrated at high traffic intersections, connected via transportation and bicycle networks. Community commercial uses include: big box retail, inline retail, shopping malls, mixed-use developments, offices, and restaurants, etc."

It is acknowledged in the attachments on the staff report that all the immediately surrounding properties also have Community Commercial zoning. Therefore, the applicant is in essence requesting a "spot zoning" for its property. Missouri court cases hold that if the basis of spot zoning for a different use is arbitrary and unreasonable and made for the sole benefit of the private interests of the owner, it is invalid. If the spot zoning is in accord and in harmony with the comprehensive zoning plan and is done for the public good, i.e., to serve one or more of the purposes of the enabling statute, and so bears a substantial relationship to the public health, safety, morals and general welfare, it is valid. Treme v. St. Louis County, 609 S.W.2d 706, 713 (Mo.App.1980).

In applying the approval criteria, the weaknesses in Elevate Branson's application are evident, and the applicant cannot demonstrate compliance with some or all of the approval criteria.

Zoning changes are often part of a jurisdiction's comprehensive plan, which lays out the proposed or planned development within the jurisdiction's boundaries. Comprehensive plans describe a jurisdiction's goals for growth and development and provide a legal basis for all land use regulations and decisions. In fact, Branson's Community Plan specifically states:

"The Community Plan is the City's policy manual for use in the daily planning decisions regarding growth, development, and provides direction for current and future development within the City limits."

Ozark Plaza Development, LLC has been holding its tracts of land for future development. It has done so with the understanding as to the allowed uses for its property and the surrounding properties under the Zoning Regulations. Elevate Branson should have also been well-aware of the zoning restrictions on its property at the time of acquisition. Branson's Community Plan specifically provides that:

"Property owners and developers use the Community Plan as a guide to making informed decisions about how their property might fit into the City's vision."

The Community Plan goes on to provide that:

"The Preferred Land Use Plan will be used by staff, the Planning and Zoning Commission, and the City Council as a guide during review of development requests."

The Preferred Land Use Plan is described in the City's Community Plan as follows:

"The Preferred Land Use Plan depicts land uses geographically dispersed throughout the city based upon policies and strategies in this document. The Preferred Land Use Plan uses the existing land use and zoning as a baseline. The uses respect existing land uses, assuming they will not

change much over the next 20 years, and are more specific than the existing zoning categories. The plan applies a land use on each of the priority infill areas (planned development, vacant and agricultural property) based upon future residential and non-residential demand projections, land suitability and community preferences. The land suitability analysis highlighted where each use would be best suited physically within the City which helped inform the land use in the infill areas."

It is our position that the Zoning Staff has failed to follow the above provisions in making a recommendation to approve the zoning change requested by Elevate Branson. This is clear by the Staff's justification for its recommendation being based upon its claimed proximity to medium density housing to the east, yet ignoring that my client owns the property immediately east of the subject parcel and does not have any residential development. Additionally, the Staff claims that an "expansion of residential uses in this area is needed..." This is despite the fact that the Community Plan 2030's Preferred Land Use Plan specifically designates "Core Entertainment" for the subject property. "Core Entertainment" is defined as the following uses:

"Core Entertainment District (76 Country Blvd.) The Core Entertainment District will continue to be the number one activity center in the future 2030 vision of Branson. The district frames 76 Country Blvd. that is the primary transportation corridor, connecting the core of the downtown to the larger community west of U.S. Highway 65. It is the entrance and main gateway into Branson. The Entertainment District encompasses entertainment (theaters, museums, go-cart racing, etc.), lodging accommodations and retail uses. The district will be revitalized over time through redevelopment, building rehabilitation and infill development. The Entertainment District will be a priority for public investment in an effort to revitalize and encourage new investment into the area. New buildings will be high quality and distinctive to add visual interest and to complement existing development."

Nowhere does this designated area under the Community Plan 2030 indicate that High Density Housing is part of the Plan. Therefore, the Staff's recommendation completely ignores the Preferred Land Use Plan. The Preferred Land Use Plan was based upon an analysis of the best suitability of uses for each geographic area. The Planning Staff should not be able to replace that analysis with its own opinions on a case-by-case analysis to change the Preferred Land Use Plan.

Furthermore, the recommendation by the Planning Staff is inconsistent with the City's Action Plan specified in the Community Plan. The specific provisions to plan for housing requirements of special populations such as "attainable" (meaning affordable) housing have already been established.:

"Action 1.2.3- Plan for the housing requirements of special populations (attainable, middle and upper-income, retirement, workforce) within the community. Disperse these facilities in appropriate locations throughout the residential areas of the City rather than clustering them in one location." (emphasis added).

It is clear that the decision has already been made that attainable/affordable housing is to be dispersed through residential areas. The recommendation of the Planning Staff is inconsistent with that Action Plan item. It is also inconsistent with the general goal of affordable housing advocates to place affordable housing in areas of higher-income housing so that you do not establish areas of a town that are viewed as the "bad side of town," like has been done in so many communities across the country.

Finally, my client takes exception to the Planning Staff's conclusion that the re-zoning application will not have a negative effect on the surrounding commercial and entertainment uses. My client submits that if the proposed re-zoning is approved to allow mobile homes that it will directly result in a negative effect on the desirability of its parcels of land for future development. Many developers will be unwilling to invest substantial sums of money to build a commercial or entertainment use on my client's properties if there is a mobile home park adjoining or in the immediate vicinity. Since the goal of the Core Entertainment district is for new buildings to "... high quality and distinctive to add visual interest and to complement existing development..." that goal will not be achieved on the applicant's land with a mobile home park and will likely impossible to achieve the neighboring parcels such as my client's. Less this be viewed as mere speculation, my client has already incurred substantial expenses cleaning up trash and other debris from "campers" who are served by the applicant's existing clientele. My client fears that will be magnified by increasing the volume of people using the applicant's land.

Based upon the application being inconsistent with the Community Plan adopted by the city of Branson, we request that the Commission overrule the Planning Staff's recommendation on the above Application and deny Elevate Branson's rezoning request.

If the Commission has any questions, or desires an appearance on this matter, please let me know and I will be happy to accommodate.

Very truly yours,

LOWTHER JOHNSON
Attorneys at Law, LLC



Glenn P. Green

GPG:cam

cc: Ozark Plaza Development, LLC

4) EMAIL FROM PLANNING COMMISSIONER NICHOLS

From: Bob Nichols <bobnicholsemail@gmail.com>
Sent: Monday, August 10, 2020 9:43 AM
To: Stanley Dobbins <sdobbins@bransonmo.gov>
Cc: Chena Simmons <csimmons@bransonmo.gov>
Subject: PROPOSE ZONING CHANGE ON GRETNA RD

Stan,

Thank you for looking this over.

Below this writing, please find the first of many comments from stakeholders in Branson. I plan to forward more to you as they come in.

At our last Planning and Development Commission meeting we only had one issue. Changing a chunk of Gretna Road from Community Commercial to High Density Residential. I spoke with every land owner having property that borders this parcel.

The P & D meeting was held via ZOOM and most of them were unaware. I believe this ZOOM meeting deprived them of being able to express their opinions.

Telling me they could not speak at this meeting with such late notice, several stakeholders asked me to read their comments at our Commission meeting and I did. These properties completely surround the parcel in question. I read copious approved notes of opposition from multiple conversations with:

Hughes Bros Theater
Chinese Acrobats Gilley Theater (Their GM was very vocal, but the Chinese Owners later wished to hold back comment)
David Faria - Musicland Campgrounds - Owns Campground)
Steve Faria - Musicland Campground - Owns land under Campground)
Chris Haik - Her 17 ac Gretna Commercial property borders this parcel on two sides
Clinto O'conner - Owns the corner across from the back entrance to White Water
Semnil Kemar - Owner of 7 Pillars LLC Hotel (directly across the street)

Every one of them expressed strong opposition to this change for obvious reasons. They bought "Commercial" property and believe that rezoning this neighboring property would devalue their own land and businesses. It was passed at P&Z by a 5 to 3 vote.

I believe this indigent camp to be a good idea, but this appears to be an absolutely untenable location.

Gretna Rd is a main tourism thoroughfare leading to multiple attractions, shopping and several of Branson's biggest theaters.

The proposal calls for 48, 400 sq ft tiny homes to be located on 5 acres of Gretna Rd Frontage.

As I said, the entirety of this part of Gretna is zoned Community Commercial and these folks want it to stay that way.

Bob Nichols
Branson Since 1979
417-593-3418

To whom it may concern:

We purchased the land at 500 Gretna Road a couple of years ago adjacent to the property that's wanting to change the zoning. We purchased this because it was commercial real estate lot not far from hwy 76, in hopes of putting a business on it. We have always dreamed of moving to Branson. My wife and I are in our mid 40's and planned on building a business on the land so that we could work it ourselves and move there within the next 5 years. This zoning change will effect our dreams of that happening. This was the first piece of property that we could afford that wasn't too far from the strip. We won't be able to financially afford to purchase another plot of land that close to the strip and afford to put a business on it within that time frame or possibly never be able to afford it. Land is expensive in Branson so it won't come easy for us to make our dreams a reality if you allow the zoning to change. On behalf of my wife and myself, we are asking you to please make the decision against changing the zoning so that we may be able to fulfill our lifelong dream and become residents of your beautiful town.

**Thank you,
Clinton and Stephanie O'Connor**

Sent from my iPhone

Bob Nichols
Branson Since 1979
417-593-3418

BILL NO. 5852

ORDINANCE NO. _____

AN ORDINANCE APPROVING A ZONING CHANGE FROM COMMUNITY COMMERCIAL (CC) TO HIGH DENSITY RESIDENTIAL (HDR) FOR THE PROPERTY LOCATED AT 340 GRETNA ROAD, BRANSON, MISSOURI.

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

Section 1: The following tract of land situated in Branson, Missouri, is hereby rezoned High Density Residential (HDR) District:

See Exhibit A

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

CLC # 51831 8/15/20
Chris Lebeck #51831
City Attorney

EXHIBIT A

ALL THAT PART OF THE WEST HALF ($W\frac{1}{2}$) OF LOT TWO (2) OF THE NORTHEAST FRACTIONAL QUARTER ($NE\frac{1}{4}$) IN SECTION TWO (2), TOWNSHIP TWENTY-TWO (22) NORTH, RANGE TWENTY-TWO (22) WEST, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 1608.26 FEET WEST AND 377.88 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH $89^{\circ}46'$ WEST 433.22 FEET TO THE EASTERLY RIGHT-OF-WAY OF A PUBLIC ROAD (GRETNA ACCESS ROAD); THENCE NORTH $8^{\circ}11.5'$ WEST ON A 19.4862 DEGREE CURVE TO THE RIGHT 40.11 FEET; THENCE NORTH $0^{\circ}14'$ WEST 308.35 FEET; THENCE ON A 20.4608 DEGREE CURVE TO THE RIGHT 160.24 FEET; THENCE NORTH $89^{\circ}46'$ EAST 391.38 FEET; THENCE SOUTH $0^{\circ}14'$ EAST 500 FEET TO THE POINT OF BEGINNING; ALL IN TANEY COUNTY, MISSOURI.

STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING THE ADDENDUM TO THE CONTRACT WITH ENTERPRISE FLEET MANAGEMENT PERTAINING TO COMMERCIAL AUTOMOBILE LIABILITY INSURANCE FOR MEDIUM AND HEAVY DUTY VEHICLES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: FINANCE DEPARTMENT

FIRST READING: AUGUST 25, 2020 **FINAL READING:** SEPTEMBER 8, 2020

EXECUTIVE SUMMARY:

- This addendum makes it clear what insurance levels are required for all medium-duty vehicles, whereas the original agreement lists only specific states.
- The city currently leases at least one medium-duty vehicle through the current agreement.
- The city currently maintains higher than stated liability coverage amounts listed in the addendum; the city maintains \$11 million in umbrella coverage, while the agreement only stipulates \$5 million.
- The addendum does not result in any added expense for insurance rates.

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 – Provides assurance of regulatory and policy compliance to minimize and mitigate risk.

ATTACHED EXHIBITS:

BILL NO. 5853

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE ADDENDUM TO THE CONTRACT WITH ENTERPRISE FLEET MANAGEMENT PERTAINING TO COMMERCIAL AUTOMOBILE LIABILITY INSURANCE FOR MEDIUM AND HEAVY DUTY VEHICLES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson has an existing contract with Enterprise Fleet Management for the leasing of fleet vehicles; and

WHEREAS, the addition of medium duty vehicles to the city's fleet requires additional liability insurance requirements; and

WHEREAS, the Board of Aldermen desires to approve the addendum to 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 addendum to the contract with Enterprise Fleet Management for commercial automobile liability insurance for medium and heavy duty vehicles 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 8/15/12

Chris Lebeck #51831
City Attorney



MEDIUM DUTY AND HEAVY DUTY INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT (LIABILITY COVERAGE)

This Addendum is made to the Master Equity Lease Agreement as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Medium Duty and Heavy Duty Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below:

14,001-26,000 GVWR: a minimum of \$1,000,000 Combined Single Limit Bodily Injury and Property Damage or a combination of Auto Combined Single Limit and Umbrella coverage - No Deductible

26,001-33,000 GVWR: a minimum of \$2,000,000 Combined Single Limit Bodily Injury and Property Damage or a combination of Auto Combined Single Limit and Umbrella coverage - No Deductible

33,001+ GVWR: a minimum of \$5,000,000 Combined Single Limit Bodily Injury and Property Damage or a combination of Auto Combined Single Limit and Umbrella coverage- No Deductible

Vehicles with specialized aftermarket may require additional coverage beyond the stated minimum limits noted above at the discretion of the Lessor.

Except as amended hereby, all the terms and provisions set forth in Section 11 and the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control

LESSEE: City of Branson, MO

Signature: _____

By: _____

Title: _____

Address: 110 W Maddux
Branson, MO 65616

Date Signed: _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: Jesse Sparks

By: Jesse Sparks

Title: Finance Manager

Address: 5359 Merriam Dr
Merriam, KS 66203

Date Signed: July 29, 2020

APPROVED AS TO FORM:

Handwritten signature and date: [Signature] #51251 7/31/20

STAFF REPORT

ITEM/SUBJECT: READING OF A BILL AMENDING THE ADOPTED 2020 BUDGET FOR THE CITY OF BRANSON TO ADJUST MONIES FOR THE WATER SEWER INTERNAL SERVICE FUND.

INITIATED BY: FINANCE DEPARTMENT

FIRST READING: AUGUST 25, 2020 **FINAL READING:** SEPTEMBER 8, 2020

EXECUTIVE SUMMARY:

- The Water Sewer Department budgeted funds in the 2020 capital budget for the Cliff Drive Water Plant Clearwell Sealing. Due to COVID and the financial state of the City, the difficult decision was made to remove capital expenditures as a part of cost saving efforts.
- The Water Sewer Department has requested this project move forward with the following explanation:
- The clearwells are used to contain up to 160,000 gallons of treated drinking water prior to conveyance to the water distribution system.
- The clearwells, one of which was installed in 1964 and the second in 1982 are still structurally sound; however, as with concrete structures, cracks are beginning to form within the exterior solid pour outer walls and the interior block baffle walls.
- Repair of cracks and voids that are beginning to form and an overall seal coat of the interior wall and floor surfaces will assure continued protection of the processed drinking water. Without proper maintenance of the structure at this time, there is potential for deterioration that could lead to structural issues and possible contamination of the finished water.
- The Cliff Drive facility was taken offline in March to prepare for the sealing work. This project was placed on hold in late March due to revenue concerns surrounding the COVID-19 pandemic. With the condition of the facility clearwells staff elected to keep the facility offline with a hopeful expectation adequate revenues would allow the project to proceed later in the year.
- If the Board of Aldermen elects to appropriate these funds, the fund balance in the Water Sewer Internal Service Fund will be lowered to cover these amounts.

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: Accountability and Financial Stewardship: We will ensure the efficient and appropriate use of public funds by being good financial stewards on behalf of our residents and businesses.

ATTACHED EXHIBITS:

BILL NO. 5854

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ADOPTED 2020 BUDGET FOR THE CITY OF BRANSON, TO ADJUST MONIES FOR THE WATER SEWER INTERNAL SERVICE FUND.

WHEREAS, Section 2-418 of the Branson Municipal code states that any increase in appropriation within a budgeted fund shall require the approval of the Board of Aldermen; and

WHEREAS, it is necessary to adjust monies for the Water Sewer Internal Service Fund in the 2020 budget.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, THAT THE 2020 BUDGET FOR THE CITY OF BRANSON IS HEREBY AMENDED AS FOLLOWS:

Section 1: The following amendment is authorized to adjust monies in the 2020 budget of the Water Sewer Internal Service Fund.

Water Sewer Internal Service Fund

	<u>Increase</u>
601-0750-510-9011 (Water Sewer Internal Service Fund) WS2005	\$55,000
Fund Balance (Internal Service Fund)	(\$55,000)

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 8/11/20

Chris Lebeck #51831
City Attorney

STAFF REPORT

ITEM/SUBJECT: READING OF A BILL ACCEPTING THE PROPOSAL OF CIMCO INDUSTRIAL, LLC TO REPAIR AND SEAL THE INTERIOR OF THE CLIFF DRIVE WATER TREATMENT FACILITY CLEARWELLS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: UTILITIES DEPARTMENT

FIRST READING: AUGUST 25, 2020 **FINAL READING:** SEPTEMBER 8, 2020

EXECUTIVE SUMMARY:

- Nine bids were received on February 21, 2020, for the repair and sealing of the interior of two concrete clearwell structures located at the City’s Cliff Drive Water Treatment Plant. The clearwells are used to contain up to 160,000 gallons of treated drinking water prior to conveyance to the water distribution system.
- The clearwells, one of which was installed in 1964 and the second in 1982 are still structurally sound; however, as with concrete structures, cracks are beginning to form within the exterior solid pour outer walls and the interior block baffle walls.
- Repair of cracks and voids that are beginning to form and an overall seal coat of the interior wall and floor surfaces will assure continued protection of the processed drinking water. Without proper maintenance of the structure at this time, there is potential for deterioration that could lead to structural issues and possible contamination of the finished water.
- Staff recommends award of a contract to Cimco Industrial, LLC. in an amount not to exceed \$55,000.00 for the repair and sealing of the concrete clearwell interior surfaces. All materials submitted by Cimco meet bid specifications. The contractor will provide a ten-year warranty on workmanship and materials.
- Funds are available in the Utilities Department internal service fund to cover this expense.

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:

ATTACHED EXHIBITS:

ITEM/SUBJECT: READING OF A BILL ACCEPTING THE PROPOSAL OF CIMCO INDUSTRIAL, LLC. TO REPAIR AND SEAL THE INTERIOR OF THE CLIFF DRIVE WATER TREATMENT FACILITY CLEAR WELLS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

DETAILED ANALYSIS:

Bid results are as follows:

<u>Bidder</u>	<u>Repair, preparation and sealing of concrete surfaces</u>
Cimco Industrial LLC.	\$ 55,000.00
Thomas Industrial Coatings	\$ 67,040.00
CCIMW Custom Coatings	\$ 79,340.00
Cunningham Sand Blasting & Painting Co.	\$ 79,950.00
Bazin Painting Company	\$ 88,980.00
Genesis Environmental Solutions	\$118,548.00
Hogan's Inc.	\$126,760.00
Insco Industries	\$147,490.00
R.P. Coatings	\$164,000.00

The Cliff Drive facility was taken offline in March to prepare for the sealing work. This project was placed on hold in late March due to revenue concerns surrounding the COVID-19 pandemic. With the condition of the facility clearwells staff elected to keep the facility offline with a hopeful expectation adequate revenues would allow the project to proceed later in the year. After careful evaluation of water and sewer revenues and expenditures, it is now possible to proceed with this project and allow the facility to be placed back in service. A budget amendment for \$55,000 is also being brought forward to re-establish the budget for this expense.

BILL NO. 5855

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE PROPOSAL OF CIMCO INDUSTRIAL, LLC TO REPAIR AND SEAL THE INTERIOR OF THE CLIFF DRIVE WATER TREATMENT FACILITY CLEARWELLS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson received bids for the repair and sealing of the interior of the Cliff Drive Water Treatment Facility Clearwells; and

WHEREAS, a contract to perform the necessary design with HDR Engineering, 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 approves the contract with Cimco Industrial, LLC. for Cliff Drive Clearwell Sealing in the amount not to exceed \$55,000.00 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 _____, 20__.

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

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk



Chris Lebeck #51831
City Attorney

Master Contract Number: _____

SERVICES CONTRACT

THIS CONTRACT made and entered into this 17 day of March, 2020, by and between the City of Branson, Missouri (the "City") and Cimco Industrial LLC ("Service Provider").

WITNESSETH: _____

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

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

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

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

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

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

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

5. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, 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 **Fifty Five Thousand Dollars (\$55,000.00)**, 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. **Missouri Immigration Law Affidavit.** After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

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

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

21. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products

hereunder. Contractor affirmatively states that payment of all local, state and federal taxes and assessments owed by Contractor is current.

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

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

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

SERVICE PROVIDER:

CITY OF BRANSON, MISSOURI

By: Garrett Stipes 03/17/2020
(Signature) Date

E. Edd Akers Date
Mayor

Name: Garrett Stipes
(Printed Name)

ATTEST:

Lisa K Westfall Date
City Clerk

Title: Owner

Company Name: Cimco Industries

Address: 32207 S. Hwy 69
Big Cabin, OK 74332

Phone: 918-530-9794

APPROVED AS TO FORM:
Chris Lebeck #51831 3/1/20
Date

E-Mail: gstipes@cimcoindustries.com

Tax ID: 83-1046533

Cimco Industrial, LLC
32207 S. Hwy 69
Big Cabin, OK 74332

SCOPE OF WORK

1. Purpose: Cimco Industrial, LLC shall furnish all labor, materials, transportation, equipment and supplies necessary for the preparation, repairing, and sealing of a concrete slab, concrete walls and concrete block baffle system on two (2) clear well water storage tank structures located at the Cliff Drive Water Treatment Plant in Branson, MO per the following general requirements.

General Requirements:

2. Essential Duties and Responsibilities:

- 2.1 Cimco Industrial, LLC shall provide the material and workmanship necessary to repair, and seal the interior of the concrete slab, concrete walls and concrete block baffle system. All preparation of work and sealant shall be implemented in accordance with the selected manufacturer's specifications and instructions and shall be performed in a manner satisfactory to the City.
- 2.2 Cimco Industrial, LLC shall be responsible to fully inform themselves of the project requirements and obtain full understanding of the elements of work to be performed within this project.
- 2.3 Cimco Industrial, LLC agreed to come to the work site and visit the work needed to be performed to assure a proper bid.
- 2.4 City of Branson Insurance requirements were to be presented and approved before the visit of the work site. All City of Branson insurance requirements can be acquired by calling 417-243-2731.
- 2.5 All sealant material shall be brought to the job site in the original sealed and labeled containers provided by the sealant manufacturer and shall be subject to inspection by the City. Cimco Industrial, LLC shall submit to the city, immediately upon completion of the project, certification from the sealant manufacturer indicating that the quantity and quality of the sealant purchased is sufficient to coat all surfaces in accordance with the specifications and manufacturer's recommendations.
- 2.6 No work shall be performed prior to 7:00 a.m. or after 5:00 p.m. Normal working days shall be Monday thru Friday. No work shall be allowed without prior permission from the City to work on weekends or holidays.

- 2.7 Cimco Industrial, LLC is solely and exclusively responsible for construction means, methods, technologies and site safety.
 - 2.8 The City shall provide water and electricity at no cost to the Cimco Industrial, LLC, needed for all repairs, and or sealant work performed. Utilities will furnish a water meter to measure water amount consumed if necessary.
 - 2.9 Any difficulties shall be reported to the Utilities Director immediately.
 - 2.10 The Utilities Director has the right to reject any unsatisfactory work performed. Corrective action must immediately be taken by the Cimco Industrial, LLC.
 - 2.11 Upon receipt of Notice to Proceed, Cimco Industrial, LLC shall have one hundred twenty (120) days to complete all repairs, prep work, sealant and clean up.
3. Contractor Qualifications:
- 3.1 Cimco Industrial, LLC shall provide information of similar work performed and references for the last five (5) projects performed to be considered for award of this project.
 - 3.2 The City reserves the right to reject any bid if after investigation of the provided information, the contractor fails to satisfy the City of proper qualifications to carry out the obligations of the contract or to complete the work described herein.
4. Concrete Surface Preparations:
- 4.1 Cimco Industrial, LLC shall thoroughly clean all concrete surfaces to remove all scale, film, dirt and any other contaminate or existing condition that will prohibit proper performance of the new coating system with a solution of ½ gallon bleach and 4 ½ gallons of water to the area allowing it to stand at least 3 minutes before using a high pressure washer to clean the surface (repeat application if needed). Allow the substrate to dry thoroughly before application of the coating system.
 - 4.2 Cimco Industrial, LLC may hand tool, sand or wire brush surfaces to accomplish the required preparation. All voided areas must be filled with Masonry Patching Compound (minimum 4000 psi strength) and cured to manufactures recommendation before coating application.
5. Sealant Coating Systems – Application
- 5.1 Cimco Industrial, LLC shall apply sealant in strict accordance with the applicable manufactures printed data sheet and container label, utilizing recommended minimum and maximum surface and air temperatures requirements for application.

- 5.2 Sealant shall not be applied to wet or damp surfaces.
- 5.3 All sealant shall be applied at the specified thickness. If specified thickness is not obtained, an additional coat(s) shall be applied.
- 5.4 Sealant shall be ANSI/NSF Standard 61 approved for submersible potable water applications. Sealant must be elastomeric to withstand temperature changes. Low VOC's, no more than 50 grams per liter or less is required.

6. Concrete Clear Well

- 6.1 The two (2) Clear wells that are in need of being repaired and sealed are each approximately 28ft wide x 46ft long x 8ft 8inches high. The concrete block baffle walls are each approximately 24ft long x 8ft 8 inches high. There are 3 concrete block baffle walls per clear well.
- 6.2 Prior to preparation all concrete surfaces must be inspected for concrete deterioration and exposed rebar. Any failing concrete materials shall be removed and those areas shall be repaired by Cimco Industrial, LLC to the original concrete form.
- 6.3 Cimco Industrial, LLC shall contain all cleaning materials and sealant materials so that the area is kept neat and clean.
- 6.4 Concrete coatings of masonry patching compound shall be applied at the manufacturer's specified thickness to assure a durable coating system.

7. Safety:

- 7.1 Cimco Industrial, LLC shall exercise at all times, every safety precaution to protect persons and properties near and adjacent to work being performed.
- 7.2 All applicable safety guidelines, rules, laws and ordinances shall be strictly observed. Cimco Industrial, LLC shall abide by all safety standards and regulations, including but not limited to those established by EPA and OSHA.
- 7.3 Cimco Industrial, LLC shall follow all safety requirements when performing work, including all climbing and ladder use procedures.
- 7.4 Cimco Industrial, LLC shall assure use of all applicable Personal Protective Equipment (PPE) by their employees and any subcontractors.
- 7.5 Cimco shall provide at all times, adequate pedestrian control. This shall include, but is not limited to, installation of necessary signs, barricades, fencing, etc.

- 7.6 Cimco Industrial, LLC and subcontractors performing service for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State, County and City regulations and any other applicable rules and regulations. Cimco Industrial, LLC 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.
8. Site Clean-up:
- 8.1 Cimco Industrial, LLC is responsible for cleanup of material from the job site to prevent clutter during the performance of work and following completion of work.
- 8.2 Waste materials generated as a result of work performed by contractor shall be removed from the site by contractor and disposed of in a manner complying with all local ordinances and regulatory laws.
9. Warranty: Cimco Industrial, LLC must provide the City written documentation to warranty each sealed component for a minimum of ten (10) years against deterioration of concrete repair and failure of sealant product.
10. Invoicing: The City agrees to pay the Cimco Industrial, LLC in accordance with the rates set forth on the pricing page. Payments will be paid by the City based upon an itemized statement of services furnished by Cimco Industrial, LLC and subject to approval by the requesting department that Cimco Industrial, LLC fully performed the work satisfactorily.
11. Subcontracting: Cimco Industrial, LLC must function as the single point of responsibility for the City, regardless of any subcontractor arrangements for all services provided. Cimco Industrial, LLC 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.
12. Investigation of Conditions: Before submitting a bid, Cimco Industrial, LLC agreed to carefully examine the site of the work, and fully inform themselves to the conditions of the equipment and limitations. Cimco Industrial, LLC must use such methods and means to carry out his work so as to cause minimal interruption or interference with City business.

PRICING PAGE

Cimco Industrial, LLC provided pricing information as specified below for all labor, materials, transportation, equipment, and supplies necessary for the preparation, sealing and repair of all concrete substrate in a clear well water storage tank structure in accordance with the terms and conditions of this contract.

	Price
001. Cost for all sealant and materials for all concrete surfaces.	\$ 7,500 L/S
002. Cost for all concrete and block repair materials.	\$ 2,000 L/S
003. Cost for labor to clean and apply all sealant on all concrete surfaces.	\$ 40,200 L/S
004. Cost for labor to repair all concrete and block.	\$ 5,300 L/S

The above pricing information is hereby provided in accordance with the terms and conditions of this Request for Bid.



STAFF REPORT

ITEM/SUBJECT: APPOINTMENTS.

INITIATED BY: OFFICE OF THE MAYOR

DATE: OCTOBER 23, 2018

EXECUTIVE SUMMARY:

- This appointment process is in accordance with the Board and Committee Appointments Procedure.

CATEGORY 2
(Appointments made by Board of Aldermen)

Tourism Community Enhancement District (TCED):

The Board will vote on the following applicants by ballot and the applicant receiving the most votes will be appointed to the Tourism Community Enhancement District (TCED) from October 1, 2020 to September 31, 2023.

Ty Lewis

Derek Smith

Michele Hammock

Larry Milton

Tate Womack

CATEGORY 4
(Appointments made by the Mayor but not approved by the Board of Aldermen)

- The Mayor announces the following appointment to the Capital Improvement Committee:

Capital Improvement Committee:

Julia King - Appointment to the Capital Improvement Committee to fill the un-expired term of Kevin McConnell until April 2021

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: T Strategy 1.1 – Area Partnerships

ATTACHED EXHIBITS: Exhibit 1 - Applications

**TOURISM COMMUNITY
ENHANCEMENT DISTRICT
(TCED)
(One Vacancy)
CATEGORY 2**

APPOINTMENT PROCEDURE:

The following names will be voted on by ballot. The applicant receiving the most votes by the Board will be appointed. (Mayor does not vote.)

- **Ty Lewis**
- **Derek Smith**
- **Michele Hammock**
- **Larry Milton**
- **Tate Womack**

TOURISM COMMUNITY ENHANCEMENT DISTRICT MEMBER APPLICATION

Tourism Community Enhancement District Member Application

This application is for residents interested in volunteering to serve on the Tourism Community Enhancement District (TCED) and is due to the City Clerk's office by 4:30 p.m. on August 17, 2020.

Appointment Authority

"...Three members shall be selected by the governing body of the city, town or village located within the district... every member shall be either a resident of the district, own real property within the district, be employed by a business within the district, or operate a business within the district. All members shall serve without compensation." - RSMo. 67.1956

Please Select: I am employed by or operate a business located within the TCED
(Please fill out a separate Designation of Business Representative Form)

Designation of Business Representative [/[DocumentCenter/View/9337/TCED-Designation-of-Business-Representative-Form-PDF](#)]Designation of Business Representative Form (PDF)

Term (One Opening):
Expire - September 2023

Duties

Promote tourism to the area, primarily by collecting and administering a sales tax used for destination marketing efforts that attract visitors to the region. - RSMo. 67.1950-67.1979

Contact Information

All items marked with a star () are required fields. Under Missouri state statute, 610 RSMo or otherwise known as the Sunshine Law, all information is public.*

First Name Ty

Last Name Lewis

Address 1 (This is the Residential Address) 289 Forest Lane

Address 2 (Mailing Address if Different) *Field not completed.*

City Branson

State	MO
Zip	65616
Home or Cell Phone	417-676-0081
Email Address	tlewis@flybranson.com
Employer	FlyBranson Travel, LLC / Branson Airport, LLC
Do you live inside Branson City Limits?	No

Note: There is no character limit for the fields below. You may provide your answers on a separate sheet of paper.

1. Why do you want to serve on this committee and how do you view your role?

Why : I believe in this community and want to continue my support of moving it forward. The majority of my career in Marketing, Sales and Business Development, has been right here, in Taney County and the surrounding region. I have been engaged both on the ground, as well as directing strategy, promoting our community to the visitors who recreate here and to those who want to call it home. As a resident of the area since 1979, my first journey into tourism and the Ozarks culture, was at age of 12 as a member of the cast of The Shepherd of the Hills play. I believe this is what set in motion my admiration for the hard-working people, their stories, and ultimately buy-in that our "Ozarks" culture needs to be shared with others. Additionally, having siblings, parents and family friends, engaged in tourism, live theater, retail, lodging, food and beverage, education and banking, provided me with a keen understanding of what makes our area "tick", and more-over, understanding how the ebb and flow of our particular brand of family-centric tourism effects the quality of life of the residents and health of our businesses. I further believe I can serve effectively due to having a rightly placed perspective on our region. Knowing what makes it so unique is really part of my own DNA because for almost 40 years I've been both a witness to, and participant in, our community history. If selected, I wish to continue my part in our history by providing leadership alongside outstanding community volunteer board members, and by doing so honor the contributions of those that got us here. As important as understanding our history is, it's as important to look ahead to where we need to go. I will have a forward-looking eye and open ear toward embracing new

challenges and opportunities. I would like to play my part of stewarding this future direction, to the best of my abilities, using critical thinking in all aspects, especially toward financial oversight.

View of the role: I would like to serve to ensure that the oversight of planning, messaging and strategy, combined with measurable / actionable items are consistent. And To these points, that the financial stewardship of these endeavors be administered to grow tourism and move economic opportunities / quality of life forward for our residents and businesses in the district.

The majority of my daily duties for several years, whether in businesses I'm employed by or committees I have served on, has been to embrace critical thinking when creating objectives, selecting the players, working with, directing and monitoring agencies/ vendors and the processes by which to gain feedback / results. Then adjust those objectives for the benefit of the organization and those within it.

2. List any Boards, Committees, and Volunteer Activities. Be sure to include boards and committees you served on for the City of Branson.

Board of Directors (1998– 2008) Ozark Mountain Nature Trails Assoc. (501-c3)
Board of Directors (April 2010 – April 2011) Big Brothers Big Sisters Stone & Taney Co.
Advisory Board (2002 – 2004) Sports & Soft Adventure Task Force / Branson Lakes Area CVB
Sports Committee Member (2015-2018) Branson CVB
Sports Committee Co-Chair (2018) Chair (2019) Branson CVB
Branson Community Sports Facility Development Advisory Task Force 2019-2020 – Member
Hollister Rotary
Tri-Lakes Board of Realtors – Member since 2003

3. Education and/or Experience

Please see attached Resume (Upload File)

4. Is there additional information you would like the Board of Aldermen to consider regarding your application?

I attended and graduated from Branson Public Schools, as did my siblings. My parents raised all four of us in this community to respect and cherish the opportunities that a town of this size can and has provided. Many of you Alderman have known me or my family personally and or professionally for many years, and have a sense of who I am, and my level of commitment to seeing our community thrive. I would welcome the opportunity to visit with you about this opportunity to serve. Should you have any questions or wish to get to know me better, I am always available.

Please submit this application below, via email to lwestfall@bransonmo.gov, deliver to the City Clerk's Office, City of Branson, 110 W. Maddux St., Ste. 205, Branson, MO 65616, or fax to 417-335-4354.

Upload Additional Files Ty Lewis Resume 2020.pdf

Acknowledgement Yes

Ty Lewis

Seasoned marketing and sales professional serving in capacities of senior staff, project manager, consultant and owner-operator for multiple start-up businesses. Includes concept development, acquisition, strategic marketing direction, operations, media relations and branding.

SKILLS & EXPERTISE

Project Management

Media & Public Relations

Strategic & Critical Assessment

Copywriting

Real Estate Brokerage

Marketing Plan Development

Branding & Rebranding

Art Director

Voiceover

Contract Negotiation

Public Speaking

Event Management

Producing TV /Radio

Community Involvement

Real Estate Development

MARKETING & OPERATIONS EXPERIENCE

Branson Airport / FlyBranson Travel / Branson Jet Center – Hollister, MO

Deputy Director of Marketing

May 2018 – Present

- Develop & integrate all aspects of the marketing cycle, budgeting, public relations and sales.
- Work as member of Executive Staff to evaluate overall business practices and company health.
- Participate within the community at large to educate and build significant relationships with key partners and stakeholders toward the advancement of air service.
- Work with a team of aviation professionals to build, attract & maintain air service using specific industry development efforts.
- Strategic team goal setting to achieve long term goals for the benefit of the company and the community.
- Hire and oversee teams of consultants and advertising agencies to accomplish goals, measure results and evaluate market conditions.

Advertising & Strategic Alliances Development

Sept 2015 – May 2018

- Advise and execute diverse projects for Executive Director / Director of Marketing to further marketing goals of Branson Airport, FlyBranson Travel, Airline partners, air service development, community initiatives, media correspondence, website continuity & system wide advertising goals.
- Director of Events: CAF AirPower History Tour, a multi-day, hands-on aviation centric event, focusing on historic military aircraft education to general public. Coordinate marketing, operations & media coverage.
- Branson Jet Center – Marketing support of guest services to general aviation clients, to include overseeing and understanding FBO daily operation at all levels.

FlyBranson Travel / Branson Airport – Hollister, MO

April 2009 – Sept 2015

Advertising, Sponsorships & Partnerships

- Implement travel related programs with partnering entertainment entities.
- Incorporate and monetize entertainment & lodging products into the overall revenue stream.
- Marketing to include B2B relationships, consumer direct sales of ticket trade.
- Develop new revenue streams through on-site and web-based advertising & sponsorships
- Oversee elements of the strategic marketing initiative for air service development
- Identify & engage partnerships in direct flight markets to increase air travel

Trek The Ozarks – Branson, MO

Aug 1996 – Jan 2006

President / Owner

- General Manager / Director of Marketing, providing professionally guided eco-tours via hiking, cycling & kayaking to the general public in and around Branson, Missouri and the Arkansas Ozarks.
- Retailer & Service center of major cycling & paddle sports brands such as Trek, Giant, Wave Sport, Wilderness Systems and related accessories from industry manufacturers.
- Develop marketing and outreach programs to provide eco-tours, including team building and facilitation to resorts (Big Cedar Lodge & Chateau on The Lake corporate groups) hotels, time share resorts, corporate incentive travel & travel agencies.
- Initiate and organize 2002 Camp Jeep ® events for Daimler-Chrysler Jeep brand manager BBDO Detroit and DMO for site selection. Event draw of over 10,000 participants
- Drive outdoor industry media to feature Branson, the Ozarks, and Trek The Ozarks in print media: Southern Living (6/00), 417 Magazine (9/00), St. Louis Post, CNN, CNN.com, Men's Health, various national and regional newspapers & periodicals (*available upon request*)

Cruise International – U.S. Virgin Islands (CI Travel – Norfolk, VA)

Aug 1996 – Sept 1998

General Manager / Director of Marketing - CI Holiday Adventures (USVI)

- Operations & marketing of snorkeling / sight-seeing / beach excursion vessel tours to all major cruise line operators, resort hotels, general public, inbound tour operators & incentive travel in the US and abroad.
- Oversight of a 149-passenger motor vessel, USCG Captains, a staff of 10, plus a private sailing vessel operation with a staff (Captain, 2nd Mate & Cabin Attendant)
- Responsible for staffing and recruiting captains, crew and maintenance of vessel operations within US Coast Guard compliance standards.
- Developed positive working relationships with major cruise line executives through quarterly US corporate office visits to review current/future operational objectives & guest satisfaction.
- Facilitated operations with local port authority, U.S. National Park Service, the USVI & BVI local governments, to include customs and immigration.

Silver Dollar City Properties, Inc. – Branson, MO

May 1992 – Aug 1996

Marketing & Sales / Project Management / Start-up Team

- Marketing of ticketed attractions through leading promotions, special events, strategic marketing relationships with an emphasis on individual and group affinity sales.
- Developed Branson areas first **FIT** Program (For Individual Travel) tiered volume pricing. Presenting and educating receptive operators on the benefits.
- **Start-up team for Marketing & Operations:** The Grand Palace, The Grand Village, Showboat Branson Belle. Oversight and implementation of marketing and sales functions. To include print, media, promotions & special events coordination.
- Execution of annual marketing/promotions plans for Showboat Branson Belle and White Water.
- Producing benefit shows raising over \$100,000 for local charity affiliated with SDC, Inc. ownership.

REAL ESTATE & DEVELOPMENT EXPERIENCE

Keller Williams Tri-Lakes - Branson, MO

July 2009 - Present

Broker-Associate (Missouri Real Estate Broker License Acquired 2003)

- Provide real estate representation to the public in the Greater Springfield Branson Tri-Lakes market.
- 2015 - Present: Co-manage Real Estate office: Village of Saddlebrooke, MO. Consult POA Board of Directors & Village Trustees on real estate trends and property valuation for the community.

Legacy Realty Group, Inc. – Branson West, MO

April 2007 – Jun 2009

Broker-Officer

- Instrumental officer in the start-up of real estate investment brokerage firm.
- Provide real estate representation to investors and the general public in the Greater Springfield / Branson Tri-Lakes markets.
- Advise developers and investors on current housing market trends to achieve profits.

Investors Development Ltd. LLC – Springfield, MO

May 2006 – Jun 2008

General Partner - Broker

- Property acquisition leader for agricultural & lakefront real estate for recreational, single family, multi-family & condominium developments.
- Oversight of general contracting, marketing and sales of multi-family & residential development for in-house projects.
- Marketing of and sub-contracting of framing crews, excavation services, demolition and remodel services to general contractors.

Lewis & Associates Realtors – Branson, MO

April 2006 – Present

Broker-Manager

- Real estate representation and consultation services to builders and developers of condominium, commercial and residential properties.
- Engaged in real estate sales and representation to public.
- Provide Construction Design & Management services for residential and multi-family projects.

Stonebridge Village - Branson West, MO

May 2003 – April 2006

Marketing Manager / Broker-Salesperson

- Oversee and maintain local & regional marketing campaigns, trade shows and strategic marketing partnerships to promote Stonebridge community & propel brand.
- Represent and sell developer owned real estate.
- Provide general real estate representation, sales and marketing of property to the public in the Springfield / Branson Tri-Lakes markets. MPI Realty, Inc.

CONSULTING EXPERIENCE

Starlite Theatre (Killian Group) Cirque Imagination – Branson, MO

Aug 2009 – Jun 2010

Business Development Consultant – Entertainment

- Introduce & implement new show concept (Cirque Montage) to the Branson Market
- Advise shows producers with venue selection, lease negotiations, staffing & business plan.
- Assist theater ownership with marketing of venue to include long term business strategies and public relations.

Young & Co. Media, Advertising & Public Relations – Springfield, MO

2000 - 2017

Business & Marketing Plan Development, Technical Copywriter, Voiceover Talent
Casting, industrial film & commercial on-camera talent / Spokesperson, Public Relations
Initiatives, News Releases, Media Analysis, Produce, Write, Direct Radio & TV commercials.

The Tracks - Family Fun Parks – Branson, MO

April 2001 – Aug 2003

- Marketing and strategic partnership development to include media relations to boost brand awareness and drive individual & group ticket sales.
- Promote the opening of 2 new multi-level go-cart attractions through news media, trade publications and marketing strategies.
- Instrumental team member of marketing professionals who steered Branson toward promoting the Destination through **Student Youth Travel Association (SYTA)**
- Fundamental development of sales, marketing and revenue programs.

EDUCATION

BGS - University of Kansas

MAJOR

Human Resource Management
Organizational Communications

VOLUNTEER & BOARDS

- Board of Directors (1998– 2008) Ozark Mountain Nature Trails Assoc. (501-c3)
 - Trail Advocacy to achieve trail plans with cities of Branson, Hollister, Forsyth, Branson West, Kimberling City, Village of Indian Point and private stakeholders.
 - Host annual summits and workshops with community leaders, elected officials and developers toward the public benefit & economic impacts of trails / soft adventure.
- Board of Directors (April 2010 – April 2011) Big Brothers Big Sisters Stone & Taney Co.
- Advisory Board (2002 – 2004) Sports & Soft Adventure Task Force / Branson Lakes Area CVB
- Sports Committee Member (2015-2018) Branson CVB
- Sports Committee Co-Chair (2018) Chair (2019) Branson CVB
- Branson Community Sports Facility Development Advisory Task Force 2019-2020 – Member
- Hollister Rotary
- Tri-Lakes Board of Realtors – Member since 2003

TY LEWIS - CONTACT INFORMATION

Mobile: 417.676.0081

REFERENCES AVAILABLE UPON REQUEST

**TOURISM COMMUNITY ENHANCEMENT DISTRICT
DESIGNATION OF BUSINESS REPRESENTATIVE FORM**

I/we, Jeffrey P. Bourk, am/are the owners of

FlyBranson Travel, LLC / Branson Airport, LLC, I/we am/are duly authorized to act on my/our
Business Name

behalf in this matter. The business is located within city limits of Branson, Missouri. I/we hereby

designate Ty Lewis as my/our authorized representative
Name of Representative

for purposes of serving on the Tourism Community Enhancement District (TCED).

Date: 8-17-2020

Signature: *Jeffrey P. Bourk*

Name: Jeffrey P. Bourk

Title: Executive Director

STATE OF Missouri

COUNTY OF Taney

ss.

On this 17 day of August, 2020, before me, a Notary Public, personally appeared

Jeffrey Bourk, known to me to be the person described in the foregoing

instrument and who, pursuant to due authority, executed the same on behalf of FlyBranson Travel LLC / Branson Airport

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



Jeremiah Keith James
Notary Public

My Commission Expires: 2-18-2023

For more information please contact Lisa Westfall, City Clerk
Phone: 417-337-8522 or Email: lwestfall@bransonmo.gov

TOURISM COMMUNITY ENHANCEMENT DISTRICT MEMBER APPLICATION

Tourism Community Enhancement District Member Application

This application is for residents interested in volunteering to serve on the Tourism Community Enhancement District (TCED) and is due to the City Clerk's office by 4:30 p.m. on August 17, 2020.

Appointment Authority

"...Three members shall be selected by the governing body of the city, town or village located within the district... every member shall be either a resident of the district, own real property within the district, be employed by a business within the district, or operate a business within the district. All members shall serve without compensation." - RSMo. 67.1956

Please Select: I am employed by or operate a business located within the TCED
(Please fill out a separate Designation of Business Representative Form)

Designation of Business Representative [\[/DocumentCenter/View/9337/TCED-Designation-of-Business-Representative-Form-PDF\]](#) Designation of Business Representative Form (PDF)

Term (One Opening):
Expire - September 2023

Duties

Promote tourism to the area, primarily by collecting and administering a sales tax used for destination marketing efforts that attract visitors to the region. - RSMo. 67.1950-67.1979

Contact Information

All items marked with a star () are required fields. Under Missouri state statute, 610 RSMo or otherwise known as the Sunshine Law, all information is public.*

First Name Derek

Last Name Smith

Address 1 (This is the Residential Address) 800 State Hwy 248, Suite 3LL

Address 2 (Mailing Address if Different) *Field not completed.*

City Branson

State	MO
Zip	65616
Home or Cell Phone	4178388179
Email Address	dereksmith@bkd.com
Employer	BKD LLP
Do you live inside Branson City Limits?	No

Note: There is no character limit for the fields below. You may provide your answers on a separate sheet of paper.

1. Why do you want to serve on this committee and how do you view your role?

The tourism industry is a critical economic driver for Branson and surrounding area. The TCED board plays an important role in directing the financial resources generated from the 1% tax collected for the District. As a current member and President of the TCED board, my role is to advocate for growth in the District and to wisely spend the District dollars to help bring visitors to Branson and the District overall. My role is advocate for ways to help Branson grow business within the District that provides additional tax dollars to support Branson and its citizens. As the Branson representative to the TCED, I have worked hard to make sure the District is a good steward of the financial resources provided by the tax dollars.

I have a passion for the city of Branson and the wonderful Ozark Mountain spirit we show while we entertain and take care many, many visitors to our great community. There is still more work to be done as we face these uncertain times, and my goal is to continue providing strong leadership to represent Branson through service on the TCED board.

2. List any Boards, Committees, and Volunteer Activities. Be sure to include boards and committees you served on for the City of Branson.

President of the Branson/Lakes Area Tourism Community Enhancement District (TCED) 2014 to Present
Board Member of the BKD Foundation in Southern Missouri
Advisory member of the Branson Chamber/CVB search committee

3. Education and/or Experience	Bachelor of Science in Accounting Bachelor of Science in Finance Masters Degree in Accounting All from Truman State University
4. Is there additional information you would like the Board of Aldermen to consider regarding your application?	My wife Sandy and I grew up coming to Branson as visitors. We continue that tradition with many of our family when they return to Branson as visitors. This amazing community has a spirit of entertainment and fosters a wonderful sense of family and friendship. While I am not talented enough to entertain groups of our guests, I do have the passion to serve in this role. I also have the desire and ability to help promote the efficient and wise use of TCED funds to benefit Branson and the surrounding communities. Thank you for considering me for this position!

Please submit this application below, via email to lwestfall@bransonmo.gov, deliver to the City Clerk's Office, City of Branson, 110 W. Maddux St., Ste. 205, Branson, MO 65616, or fax to 417-335-4354.

Upload Additional Files *Field not completed.*

Acknowledgement Yes

TOURISM COMMUNITY ENHANCEMENT DISTRICT MEMBER APPLICATION

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Appointment Authority

"...Three members shall be selected by the governing body of the city, town or village located within the district... every member shall be either a resident of the district, own real property within the district, be employed by a business within the district, or operate a business within the district. All members shall serve without compensation." - RSMo. 67.1956

Please Select: I am a resident within the TCED

Term (One Opening):

Expire - September 2023

Duties

Promote tourism to the area, primarily by collecting and administering a sales tax used for destination marketing efforts that attract visitors to the region. - RSMo. 67.1950-67.1979

Contact Information

All items marked with a star () are required fields. Under Missouri state statute, 610 RSMo or otherwise known as the Sunshine Law, all information is public.*

First Name	Michele
Last Name	Hammock
Address 1 (This is the Residential Address)	381 Camp Drive
Address 2 (Mailing Address if Different)	Field not completed.
City	Branson
State	Missouri
Zip	65616
Home or Cell Phone	4175989598

Email Address michelehammock@gmail.com

Employer self

Do you live inside Yes
Branson City Limits?

If yes, how long? 1 year (previously Hollister)

Note: *There is no character limit for the fields below. You may provide your answers on a separate sheet of paper.*

1. Why do you want to serve on this committee and how do you view your role? I feel Branson is changing and evolving and while tourism is still the key to the city's future, it should be continuously adapted to best serve new business campaigns in addition to serving our local community. As a Branson resident, homeowner and small business owner, I would like an opportunity to be involved with our community affairs, playing a role in the leadership that will assist our local citizens. As far as how I view my role specifically, I believe I can contribute significantly with my strong background in hospitality and tourism coupled with my dedication and devotion to the people of Branson.

2. List any Boards, Committees, and Volunteer Activities. Be sure to include boards and committees you served on for the City of Branson. Branson Arts Council – Board of Directors – 1994 - 1996
Branson International Film Festival – Marketing Director – 2020
Community Excellence Award – Branson, Missouri – 1996
Community Excellence Award – Oklahoma City, Oklahoma – 1996
Leadership Award – Outstanding Employee Relations – Harrah's Entertainment – 2002
Lodging Hospitality Top 400 Properties - #1 Rated, Financial – 1998
Malcolm Baldrige Quality Award – Ritz-Carlton Hotel Company – 1999
National Youth Day Out Education Campaign – Branson, Missouri – 2009, 2010
President's Award – Harrah's Entertainment Company – 2001
Student & Youth Travel Association – International Committee – 2015, 2016
SYTA Youth Foundation - Wingman Designee – 2014, 2015, 2016
The Paragon Award – Corporate Meetings & Incentives – 2003
Two Thousand Notable American Women – Biography Appointee – 1995

Who's' Who of Management Professionals – International Edition
– 1995, 1997, 1999, 2001, 2004

3. Education and/or Experience My employment resume is uploaded for your perusal.

4. Is there additional information you would like the Board of Aldermen to consider regarding your application? I would be honored to serve on a board supporting the city of Branson. I am also a volunteer at Bloom Church and serve as our Worship Center Host.

Please submit this application below, via email to lwestfall@bransonmo.gov, deliver to the City Clerk's Office, City of Branson, 110 W. Maddux St., Ste. 205, Branson, MO 65616, or fax to 417-335-4354.

Upload Additional Files [Résumé - MMHammock.docx](#)

Acknowledgement Yes

Michele M. Hammock

381 Camp Drive, Branson, Missouri 65616
Phone: 417.598.9598; Email: michelehammock@gmail.com

Professional Experience

VISIONS IN EDUCATION / VISIONS HOLIDAY GROUP (Tour Operator) – 2011 to 2020

General Manager – Americas / International Director; www.visions-in-education.com

Oversight of all international operations, sales, marketing, contracting, fiscal management, strategic vision and overall management for a leading international Tour Operator. Recognized as the **global leader in STEM travel** (science, technology, engineering & math) as well as ski and dive, and positioned as a high-tier, upscale operator in the educational market with 25 key destinations globally. Responsible for a direct office staff of 25 plus oversight of 20 service managers in global locations. Prime focus on fiscal management, sales, marketing, product development and operations for both domestic and international destinations. \$10M+ Company.

PINNACLE TRAVEL – 2004 to 2011

International Director, USA & West Sussex (UK); www.pinnacletravel.co.uk

As a premiere international inbound sports & educational travel company, Pinnacle Travel was the top inbound tour operator from Europe to the USA and Canada for educational travel. Direct responsibility for Product Development & Contracting, Revenue Management, Marketing and International Operations with 40 key destinations throughout the Americas, Europe, Asia, Australia and Africa. Responsible for a direct office staff of 18 plus oversight of 50 service managers in global destinations. Prime focus on sales, marketing, product development and operations for international destination management. \$7M+ Company. Pinnacle Travel was sold to Visions Holiday Group (current employer) in 2011.

AMERICAN SKIING COMPANY – 2002 to 2004

Corporate Director of Resort Sales, Vermont

Corporately responsible for management of all Contracting & Sales departments inclusive of Domestic Wholesale Sales & Marketing, International Sales & Marketing, Conference & Catering Sales & Marketing, CRM/Reservations Operations and Revenue Management initiatives for the Eastern Region of this company encompassing 5 major destination resorts (Killington, Mount Snow, Attitash Bear Mountain, Sunday River and Sugarloaf) with approximately 14 lodging properties within the USA. For the international market, responsibilities included oversight of 7 resorts – the above 5 eastern resorts plus Steamboat (Colorado) and The Canyons (Utah). Additionally, responsible for all management and fiduciary oversight for Resort Sales in Mount Snow, Vermont inclusive of three lodging properties, ten F&B outlets, 3 retail outlets, 30K+ convention space, and 2 ski mountain operations. Winner of ‘The Paragon Award’ through national ‘Corporate Meetings & Incentives’ magazine.

HARRAH’S CASINO RESORT – 2000 to 2002

Director of Lodging & Sales; St. Louis, Missouri

Executive management of Hotel Operations, Retail Operations and Sales Departments (Hotel Sales, Group Sales, Tour & Travel Sales, Corporate, Catering and Conference Services, Casino Sales) for the top-rated attraction in the state of Missouri - 291 rooms, 300+ direct reports. The largest casino in the Midwestern United States with seven restaurants, \$240 GGR per occupied room, 96% annual occupancy. Increased GGR

Michele M Hammock, CHA

Professional Resume; Page 2 of 3

by over \$7M my first year through internal Revenue Management. Prime focus on guest service and implementation of tier benefits and standards; design and implementation of brand product standards for the company (25 resorts) through strategic sourcing with savings of \$12M within the first year; responsible for initiation of national sales focus for our Central Division brand operations (6 resorts) through sales and marketing; responsible for chairing a corporative initiative to implement a Guest Recognition customer loyalty program focusing on our database operations of approximately 16M guests throughout corporate brand operations. Significant experience in opening multiple properties.

THE RITZ-CARLTON HOTEL COMPANY – 1999 to 2000

Hotel EAM/Director of Operations, St. Louis, Missouri

Executive management of all rooms' operational departments within a 4-Star/Diamond property to include Front Offices, Housekeeping/Laundry, Engineering, PBX/Reservations, Bell/Door/Valet, Concierge, Club Operations, Club F&B, Spa, Retail and Security. 301 rooms, three restaurants, lounge, cigar club, health club, sushi bar, Missouri's largest working Wine Room, 40,000 square feet of convention space. 220 direct reports; \$193 ADR and approximately 82% annual occupancy.

AMERISTAR CASINOS – 1997 to 1999

Director of Lodging, Sales & Casino Marketing; Vicksburg, Mississippi

Management of all Sales, Marketing (Public Relations, Advertising, Promotions & Events, Database / Direct Mail, Player Development and Executive Hosts) and all Hotel departments. Full casino, 150 rooms, two restaurants and entertainment showroom, two retail outlets. 175+ direct reports. Under my direction, this property averaged annual occupancy of 84% with an increase of \$22 in RevPAR in my first six months of management. This property was the leader in market share with an average of 34% consistently amongst four nationally branded casinos.

Director of Lodging & Sales, Council Bluffs, Iowa (Omaha)

Operations, financial and sales responsibility for two hotel properties, a 4-Star/Diamond 160-room and a 3-Star/Diamond 150-room with six food and beverage outlets, approximately 18,000 square feet of convention space and two retail outlets - 250+ direct reports. Occupancy averaged 86% annually. Property was named 1998's #1 property financially within its classification by Lodging Hospitality's "Top 400 Performers List" with annual sales for hotel of \$17,565,000 and sales per room of \$109,783. This property also received the designation as the first 4-Diamond appointed Riverboat Casino Hotel in the world, under my direction. Property revenues increased by approximately 1.1M within my first year of management.

SETTLE INN HOTELS & RESORTS – 1993 to 1997

Corporate Director of Sales, Marketing & Regional Operations, Omaha, Nebraska

Operational, sales and marketing management for 13 properties located throughout the central region of the USA. Instrumental in a 15% further expansion of the chain in new markets with primary sales segments of corporate plus T&T. Each new property exceeded their revenue budgets within their first year.

General Manager, Branson, Missouri

300-room resort property and entertainment complex with full F&B operations, 20,000 square foot convention space, retail outlets and dinner theatre. This property consistently ran an average of 20% higher occupancy annually over all other branded properties in the Ozark region. Annual occupancy 84% (raised 28% in my first year of management; 18% weekend) with annual RevPAR of \$67. Increased restaurants covers by 20% within my first six months.

Michele M Hammock, CHA

Professional Resume; Page 3 of 3

Crown Group, Inc – Maryland & Missouri, 1992 to 1994, Sales & Marketing Manager, 21 properties

Barefoot Private Investigations – Sarasota, FL, 1989 to 1992, Owner / President

Guerette Investigations – Charlotte, NC, 1987 to 1989, General Manager of IDN

AD Detectives & Worldwide Intelligence Agency – Los Angeles, CA, 1985 to 1987, Director / Manager

Training & Development Classes Instructed

Visions Holiday Sales Conference (5-brand tiers) – 2015, 2016, 2017, 2019

Pinnacle Global Sales & Operations / Global Youth Tourism, Pinnacle Ltd, 2007, 2008, 2010

Hotel Guest Services, Harrah's Entertainment Company, 2002

Hotel Opening Team Training, Harrah's Hotel Services, 2000 - 2002

Hotel Operations, St. Louis University, 2000

Quality Improvement through Root Cause Analysis, Ritz-Carlton Hotels, 2000

Hotel Operations in a Casino Environment, Western Iowa College, 1998

Hotel Sales & Public Relations, Hotel Security, Crown Conferences, 1997

Hotel Sales, Marketing & Promotions, Crown Conferences, 1996

Hotel & Resort Marketing & Advertising, College of the Ozarks, 1995, 1996

Hotel Sales & Marketing, Crown Conferences, 1994

Education

Certified Hotel Administrator, American Hotel & Lodging Association Educational Institute, 1995

Harford College, Bel Aire, Maryland; Mass Communications, 4.0 GPA

Pacific Travel School, Orange County, California 1985

Awards & Recognition

Branson Arts Council – Board of Directors – 1994 - 1996

Branson International Film Festival – Marketing Director – 2020

Community Excellence Award – Branson, Missouri – 1996

Community Excellence Award – Oklahoma City, Oklahoma – 1996

Leadership Award – Outstanding Employee Relations – Harrah's Entertainment – 2002

Lodging Hospitality Top 400 Properties - #1 Rated, Financial – 1998

Malcolm Baldrige Quality Award – Ritz-Carlton Hotel Company – 1999

National Youth Day Out Education Campaign – Branson, Missouri – 2009, 2010

President's Award – Harrah's Entertainment Company – 2001

Student & Youth Travel Association – International Committee – 2015, 2016

SYTA Youth Foundation - Wingman Designee – 2014, 2015, 2016

The Paragon Award – Corporate Meetings & Incentives – 2003

Two Thousand Notable American Women – Biography Appointee – 1995

Who's' Who of Management Professionals – International Edition – 1995, 1997, 1999, 2001, 2004

Personal

Master Scuba Diver and lover of oceans; underwater naturalist; coral reef conservationist

Serious 'foodie' and known to travel for awesome food and drink; wine connoisseur

Crazy about the arts; always looking for artistic ventures

Passionate about travel and international culture; have spent serious time in many countries

President of our local Kayak Club

Other interests include snorkeling, boating, camping, archery, reading & business

TOURISM COMMUNITY ENHANCEMENT DISTRICT MEMBER APPLICATION

Tourism Community Enhancement District Member Application

This application is for residents interested in volunteering to serve on the Tourism Community Enhancement District (TCED) and is due to the City Clerk's office by 4:30 p.m. on August 17, 2020.

Appointment Authority

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Please Select: I own real property within the TCED

Term (One Opening):

Expire - September 2023

Duties

Promote tourism to the area, primarily by collecting and administering a sales tax used for destination marketing efforts that attract visitors to the region. - RSMo. 67.1950-67.1979

Contact Information

All items marked with a star () are required fields. Under Missouri state statute, 610 RSMo or otherwise known as the Sunshine Law, all information is public.*

First Name Larry

Last Name Milton

Address 1 (This is the Residential Address) 8 Willow Ct

Address 2 (Mailing Address if Different) *Field not completed.*

City Branson

State MO

Zip 65616

Home or Cell Phone 4172942200

Email Address Larry@LarryMilton.com

Employer The Paddlewheel, Main Street Marina, Landing Axes

Do you live inside
Branson City Limits? Yes

If yes, how long? 27 Years

Note: *There is no character limit for the fields below. You may provide your answers on a separate sheet of paper.*

1. Why do you want to serve on this committee and how do you view your role? I would be honored to serve on the TCED Board and provide my 27 years of experience in Branson area marketing. I believe that my contributions to this Board will serve the community well. I possess the analytical skills, combined with Branson area marketing experience that will enhance the vitally important marketing decisions made by the TCED Board. As a member of this Board, my duty will be to ensure the marketing effectiveness of the "District". I will promote tourism to the area, primarily by collecting and administering a sales tax used for destination marketing efforts that attract visitors to the region. - RSMo. 67.1950-67.1979

2. List any Boards, Committees, and Volunteer Activities. Be sure to include boards and committees you served on for the City of Branson. Branson Chamber/CVB Marketing Advisory Committee (MAC)
Branson Chamber/CVB Board of Directors
Taney County Airport Board
City of Branson Budget and Finance Committee
Alderman City of Branson
Trustee for Lakewood Estates

3. Education and/or Experience Owner Branson Tourism Center (BTC) 12 years
BTC accomplishments;
Received the "Torch Award" from the Springfield BBB
"BBB TORCH Awards recognize companies committed to exceptional service and high ethics," said Stephanie Garland, BBB Springfield Regional Director. "These organizations have truly joined BBB's mission of advancing marketplace trust in an exemplary way, and they are role models for other businesses in the community."
BTC received the "Corporate Yellow Ribbon Medal of Freedom" award from American Airlines, presented by Tony Orlando, in honor and recognition of continuous dedicated service to those

who have served our Country.
Sold 4m+ Branson Theater and Attraction tickets
Sold 80,000+ Branson Lodging Rooms
BTC had an annual marketing budget of \$1m+, generating \$25m
in annual sales
BTC maintained an excellent relationship with Branson area
Theaters, Attractions, and businesses

4. Is there additional information you would like the Board of Aldermen to consider regarding your application?

I believe it is important and beneficial to have a representative on the TCED Board that also represents the City of Branson, as an elected official. The TCED Board is responsible for the District, which encompasses the Branson City limits. By having an Alderman on the TCED Board, the BOA will have the benefit of assuring the City's voice is heard. An Alderman will also be able to provide the BOA with timely updates regarding the area marketing and specifically how these marketing efforts directly affect the Branson residents and Branson businesses. The BOA is responsible to the Branson community, who elect us and we owe them a duty to care and accountability for the funds collected within the City of Branson and remitted to the TCED.

Please submit this application below, via email to lwestfall@bransonmo.gov, deliver to the City Clerk's Office, City of Branson, 110 W. Maddux St., Ste. 205, Branson, MO 65616, or fax to 417-335-4354.

Upload Additional Files *Field not completed.*

Acknowledgement Yes

TOURISM COMMUNITY ENHANCEMENT DISTRICT MEMBER APPLICATION

Tourism Community Enhancement District Member Application

This application is for residents interested in volunteering to serve on the Tourism Community Enhancement District (TCED) and is due to the City Clerk's office by 4:30 p.m. on August 17, 2020.

Appointment Authority

"...Three members shall be selected by the governing body of the city, town or village located within the district... every member shall be either a resident of the district, own real property within the district, be employed by a business within the district, or operate a business within the district. All members shall serve without compensation." - RSMo. 67.1956

Please Select: I am a resident within the TCED

Term (One Opening):

Expire - September 2023

Duties

Promote tourism to the area, primarily by collecting and administering a sales tax used for destination marketing efforts that attract visitors to the region. - RSMo. 67.1950-67.1979

Contact Information

All items marked with a star () are required fields. Under Missouri state statute, 610 RSMo or otherwise known as the Sunshine Law, all information is public.*

First Name	Tate
Last Name	Womack
Address 1 (This is the Residential Address)	110 White Drive
Address 2 (Mailing Address if Different)	Field not completed.
City	Branson
State	MO
Zip	65616
Home or Cell Phone	4173350665
Email Address	tate@grandcountry.com
Employer	Grand Country Music Hall

Do you live inside Branson City Limits? Yes

If yes, how long? 2 years

Note: There is no character limit for the fields below. You may provide your answers on a separate sheet of paper.

1. Why do you want to serve on this committee and how do you view your role? It is vital that our tourism tax dollars that our businesses collect go to generate visitors to Branson. The TCED Board should have several board members with experience and expertise in Tourism related business to insure our tax dollars are being spent effectively. On way I would view my role is to act as a liaison between the City and TCED Board.

2. List any Boards, Committees, and Volunteer Activities. Be sure to include boards and committees you served on for the City of Branson. Please see attach

3. Education and/or Experience Please see attach

4. Is there additional information you would like the Board of Aldermen to consider regarding your application? My past actions of Professionalism coming before the Board of Aldermen in the past should be an indication of future actions if chosen by the board to be their representative on TCED Board.

Please submit this application below, via email to lwestfall@bransonmo.gov, deliver to the City Clerk's Office, City of Branson, 110 W. Maddux St., Ste. 205, Branson, MO 65616, or fax to 417-335-4354.

Upload Additional Files [Resume - Tate Womack.pdf](#)

Acknowledgement Yes

Tate Womack

110 White Drive
Branson, MO 65615
(417) 335-0665

EDUCATION

Buena Vista University graduate: Bachelor of Arts Degree in Marketing; May 1995. Awarded Z.Z. White Scholarship.

Des Moines Area Community College graduate: Associate of Applied Science Degree in Management and Supervision; August 1993. Awarded Gerald R. Manning Scholarship.

EMPLOYMENT

- 2014-Present Grand Country Music Hall – Director of Marketing and Sales: Branson, MO.
- Oversee the marketing and sales – budget, goals, and implementation
 - Expand the TV/Radio reach of Branson Country USA
- 1996-2014 Jim Stafford Theatre - Director of Sales Development: Branson, MO.
- Manage sales team that includes implementation of goals, objectives and price points
 - Create sales reports, comparisons and projections
 - Liaison between area businesses and the theatre
 - Create various marketing pieces
 - Development of corporate, military, student, tour operator, receptive and FIT programs
 - Attend convention and trade shows
- 1995-1996 K-Mart Corporation - Hardlines Manager: Kansas City, MO.
- Managed over 100 employees
 - Overseen the sale through of products
 - Received three promotions
- 1990-1993 Dekalb – Assistant Agronomist: Boone, IA

INTERNSHIP EXPERIENCE

Director Assistant - Branson/Lakes Area Chamber of Commerce & Visitors Bureau: Branson, MO. 1994
Projects included research and survey methods regarding tourism activity in the Branson area, assisting with the development of a travel agent marketing program. Developed the international market program, assisted in planning various seminars. As well as, participating in the development of tourism literature.

OUTDOOR INDUSTRY

Member of Branson CVB Sports Market Committee; 2006-present
Director of Congressional Medal of Honor Fishing Tournament; 2003
Member of Football, Swimming, and Golf teams at Buena Vista University; 1994-1995

COMMUNITY INVOLVEMENT

Board of Directors – Branson Theatre League and Show Producers; 2011-Present
Co-Chair – Leisure Incentive Committee – Branson/ Lakes Area Chamber of Commerce and CVB; 2011-2012
Board of Directors – Branson/Lakes Area Chamber of Commerce & CVB; 2005-2006
Chair - Marketing Advisory Council for Branson/Lakes Area Chamber of Commerce & CVB; 2005-2006
Chair – Tour & Travel Marketing Committee for Branson/Lakes Area Chamber of Commerce & CVB; 2003-2004
Missouri NTA Dine-Around Committee; 2001-2002
Assistant Theatre Director /“A Funny Thing Happened on the Way to the Forum”; 1995
Co-Coordinator/Phone-A-Thon; Buena Vista University; 1995
Swimming Coach/Storm Lake Elementary Schools; 1993-1995
Radio Personality/KBVC 98.9; 1994-1995
Fund Drive/AIDS Quilt; 1994
Participant/Heart Connection Fund Drive; 1993

REFERENCES Available upon request