

NOTICE OF MEETING



BOARD OF ALDERMEN

Regular Meeting – Tuesday, January 14, 2020 – 6:00 p.m.
Council Chambers – Branson City Hall – 110 W. Maddux

AMENDED AGENDA

MEETING CALLED TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

- **Ted Martin**

ROLL CALL

AWARDS/RECOGNITIONS:

- **Employee of the Month:**
 - a) **Harold Clements of the Police Department to be presented by Alderman Larry Milton.**

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) **December 4, 2019 Special Meeting**
 - b) **December 10, 2019 Regular Meeting**
- 2) **Acknowledge Receipt of Minutes:**
 - a) **Advisory Park Board meeting of October 15, 2019**
 - b) **Budget & Finance Committee and Capital Improvement Committee meeting of October 31, 2019**
- 3) **Final Reading of Bill No. 5745 approving amendments to the City of Branson's Human Resources Manual.**
- 4) **Final Reading of Bill No. 5750 approving High Density Residential (HDR) Zoning for the property located at 115 Lakefront Drive, Branson, Missouri.**

- 5) **Final Reading of Bill No. 5751 approving High Density Residential (HDR) Zoning for the property located at 125 Lakefront Drive, Branson, Missouri.**
- 6) **Final Reading of Bill No. 5752 approving High Density Residential (HDR) Zoning for the property located at 111 Chateau Cove Drive, Branson, Missouri.**
- 7) **Final Reading of Bill No. 5753 approving High Density Residential (HDR) Zoning for the property located at 250 Chateau Cove Drive, Branson, Missouri.**
- 8) **Final Reading of Bill No. 5757 authorizing an agreement with the Conservation Commission of the State of Missouri for water main easements on the Ruth and Paul Henning Conservation Property and authorizing the Mayor to execute the contract.**
- 9) **Final Reading of Bill No. 5758 accepting the proposal of Kirk's Excavation Inc. for a Sanitary Sewer Main Extension in the area of Harmony Lane and authorizing the Mayor to execute the contract.**
- 10) **Final Reading of Bill No. 5760 approving an agreement between Empire District, A Liberty Utilities Company and the City of Branson for relocation costs of street light facilities relating to the Gretna Road median island removal and authorizing the Mayor to execute the contract.**
- 11) **Final Reading of Bill No. 5761 approving the Intergovernmental Cooperative Agreement with the City of Kimberling City, Missouri Police Department pertaining to the donation of TASER X26 equipment and authorizing the Mayor to execute the contract.**
- 12) **Final Reading of Bill No. 5762 accepting the proposal of Ace Pipe Cleaning for Sanitary Sewer System Improvements and authorizing the Mayor to execute the contract.**
- 13) **Final Reading of Bill No. 5763 accepting the proposal of Technology International, Inc. for the purchase of a waste feed grinder for the Cooper Creek Wastewater Treatment Plant and authorizing the Mayor to execute the contract.**
- 14) **Final Reading of Bill No. 5764 amending Chapter 18 of the Branson Municipal Code pertaining to Electrical Provisions within the 2018 International Residential Code.**

REGULAR AGENDA:

- 15) **Discussion and Legal Opinion on Mayor Recasting Abstentions.**
- 16) **5 in FIVE: Theatre Industry Study Update presented by Grant Sloan, Vice President of Member Engagement Branson/Lakes Area Chamber of Commerce & CVB.**
- 17) **Final Reading of Bill No. 5732 amending the adopted 2019 Budget for the City of Branson, to adjust monies for the Tourism and Capital Projects Funds. (Postponed during the December 10, 2019 meeting)**

- 18) **Final Reading of Bill No. 5676 approving an agreement between CenturyLink Communications, LLC and the City of Branson relating to relocation costs of CenturyLink Telecommunication Facilities relating to the Highway 76 Country Boulevard Improvements Project and authorizing the Mayor to execute the contract. (Postponed during the December 10, 2019 meeting)**
- 19) **Final Reading of Bill No. 5677 approving a Special Construction Proposal between CenturyLink and the City of Branson relating to engineering design costs of CenturyLink relating to the Highway 76 Country Boulevard Improvements Project and authorizing the Mayor to execute the contract. (Postponed during the December 10, 2019 meeting)**
- 20) **First Reading of Bill No. 5766 amending Appendix A of the Branson Municipal Code pertaining to Lodging Establishment, Swimming Pools and Spas, and Health and Sanitation Fees.**
- 21) **First Reading of Bill No. 5767 amending the adopted 2020 Budget for the City of Branson to adjust monies for the Public Safety Fund.**
- 22) **First Reading of Bill No. 5768 approving a contract with Metrohm USA to provide a handheld narcotics analyzer with maintenance services and authorizing the Mayor to execute the contract.**
- 23) **First Reading of Bill No. 5769 approving a contract with Ed Roehr Safety Products Co. to provide Active Shooter, Hostile Event Response Kits and authorizing the Mayor to execute the contract.**
- 24) **First Reading of Bill No. 5770 accepting a Warranty Deed for property from BH Land Company, LLC pertaining to the Summit Ridge Residences Subdivision and authorizing the Mayor to execute the Acceptance of Conveyance.**
- 25) **First Reading of Bill No. 5771 accepting the proposal of the Salvation Army pertaining to the provision of services to provide temporary public assistance and authorizing the Mayor to execute the contract.**
- 26) **First Reading of Bill No. 5772 approving a contract with S & S Pumping, Inc. to accept holding tank and special waste for treatment at the Branson Wastewater Treatment Facilities and authorizing the Mayor to execute the contract.**
- 27) **First Reading of Bill No. 5773 authorizing an agreement with SW Missouri Engineering LLC, dba Cochran, for professional design services for replacement of the Lift Station #17 forcemain and authorizing the Mayor to execute the contract.**
- 28) **First Reading of Bill No. 5774 authorizing an agreement with SW Missouri Engineering LLC, dba Cochran, for professional design services to engineer upgrades for the Spring Creek water and sewer systems and authorizing the Mayor to execute the contract.**
- 29) **First Reading of Bill No. 5775 amending Appendix A of the Branson Municipal Code pertaining to Utilities Fee Schedule.**

APPOINTMENTS:

30) Appointments.

DISBURSEMENTS:

31) Disbursements.

REPORTS

ADJOURN INTO EXECUTIVE SESSION

Closed Executive Session pursuant to 610.021.2 RSMo for real estate and 610.021.3 RSMo for personnel.

ADJOURN

Where Values are the Difference

JANUARY: VISION

Planning for the future and encouraging growth

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

Lisa Westfall, City Clerk, 417-337-8522

Posted: January 10, 2020

At: _____ By: _____



STAFF REPORT

ITEM/SUBJECT: RECOGNIZING HAROLD CLEMENTS OF THE POLICE DEPARTMENT AS THE EMPLOYEE OF THE MONTH FOR JANUARY, 2020.

INITIATED BY: EMPLOYEE OF THE MONTH COMMITTEE

DATE: JANUARY 14, 2020

EXECUTIVE SUMMARY:

PRESENTATION BY ALDERMAN:

It is my privilege to present our City of Branson Employee of the Month for January 2020 – Harold Clements, Police Communication Supervisor.

Harold always thinks of the needs of those he supervises before his own. When the Police Department is running short on personnel, he will substitute for them without hesitation.

He demonstrated true service and leadership when one of the dispatchers was recently involved in a car wreck. Harold drove to the scene of the accident in another county and took the dispatcher home.

Harold is a great advocate for the dispatchers and makes certain the Police Communications Department runs smoothly. His service to the City of Branson is unparalleled and through his service, he has made Branson a safer place to live.

On behalf of the Mayor, Board of Aldermen, City Administrator and City staff, it is my honor to present this plaque naming Harold Clements as the City of Branson January 2020 Employee of the Month.

Congratulations and keep up the good work!

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 (PBB)

ATTACHED EXHIBITS:

MINUTES

THE SPECIAL MEETING OF THE
BOARD OF ALDERMEN
CITY OF BRANSON, MISSOURI
December 4, 2019

INTRODUCTORY

The Board of Aldermen of the City of Branson, Missouri, met for a special meeting in the Council Chambers of the City Hall on December 4, 2019, at 4:30 p.m. Mayor Akers called the meeting to order.

ROLL CALL

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

REGULAR AGENDA

BILL NO. 5743

Accepting the proposal of Federal Signal Safety and Security Systems pertaining to the purchase and installation of outdoor warning sirens.

First Reading of Bill No. 5743, an ordinance accepting the proposal of Federal Signal Safety and Security Systems pertaining to the purchase and installation of outdoor warning sirens and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was provided by Fire Chief Ted Martin. Mayor Akers asked for a motion approving Bill No. 5743. Alderman Castillon so moved, seconded by Alderman Skains. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none. Mayor Akers asked for comments from the Board. No discussion. Voting aye: Simmons, Skains, Milton and Castillon. Nays: None. Absent: McConnell and Clonts. Motion carried.

BILL NO. 5744

Accepting the proposal of Sentinel Emergency Solutions pertaining to the purchase of self-contained breathing apparatus.

First Reading of Bill No. 5744, an ordinance accepting the proposal of Sentinel Emergency Solutions pertaining to the purchase of self-contained breathing apparatus and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was provided by Fire Chief Ted Martin. Mayor Akers asked for a motion approving Bill No. 5744. Alderman Milton 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: Simmons, Skains, Milton and Castillon. Nays: None. Absent: McConnell and Clonts. Motion carried.

BILL NO. 5746

Accepting the proposal of American R&C, LLC dba Tri Lakes Redi-Mix for the purchase of concrete for the Public Works Streets Department.

First Reading of Bill No. 5746, an ordinance accepting the proposal of American R&C, LLC dba Tri Lakes Redi-Mix for the purchase of concrete for the Public Works Streets Department and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Alderman Simmons disclosed his conflict due to his company being a bidder on this contract. He explained he will not participate in the discussion, but will remain in the room in order to maintain a quorum of the Board and will abstain from voting. A staff report was provided by Public Works Director and City Engineer Keith Francis. Mayor Akers asked for a motion approving Bill No. 5746. 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: Skains, Milton and Castillon. Nays: None. Abstain: Simmons. Absent: McConnell and Clonts. Motion carried.

BILL NO. 5747

Accepting the proposal of Table Rock Asphalt Construction Co., Inc. for the purchase of stone and asphalt for the Public Works Streets Department.

First Reading of Bill No. 5747, an ordinance accepting the proposal of Table Rock Asphalt Construction Co., Inc. for the purchase of stone and asphalt for the Public Works Streets Department and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Alderman Simmons disclosed his conflict due to his company being a bidder. He explained he will not participate in the discussion, but will remain in the room in order to maintain a quorum of the Board and will abstain from voting. A staff report was provided by Public Works Director and City Engineer Keith Francis. Mayor Akers asked for a motion approving Bill No. 5747. Alderman Skains so moved, seconded by Alderman Castillon. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none. Mayor Akers asked for comments from the Board. Discussion. Voting aye: Skains, Milton and Castillon. Nays: None. Abstain: Simmons. Absent: McConnell and Clonts. Motion carried.

BILL NO. 5748

Accepting the proposal of Hall Signs, Inc. pertaining to the purchase of signage supplies.

First Reading of Bill No. 5748, an ordinance accepting the proposal of Hall Signs, Inc. pertaining to the purchase of signage supplies and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was provided by Public Works Director and City Engineer Keith Francis. Mayor Akers asked for a motion approving Bill No. 5748. 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: Simmons, Skains, Milton and Castillon. Nays: None. Absent: McConnell and Clonts. Motion carried.

BILL NO. 5749

Accepting the proposal of Lightle Enterprises of Ohio, LLC pertaining to the purchase of signage supplies.

First Reading of Bill No. 5749, an ordinance accepting the proposal of Lightle Enterprises of Ohio, LLC pertaining to the purchase of signage supplies and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was provided by Public Works Director and City Engineer Keith Francis. Mayor Akers asked for a motion approving Bill No. 5749. Alderman Milton so moved, seconded by Alderman Castillon. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none. Mayor Akers asked for comments from the Board. No discussion. Voting aye: Simmons, Skains, Milton and Castillon. Nays: None. Absent: McConnell and Clonts. Motion carried.

BILL NO. 5754

Approving High Density Residential (HDR) Zoning for a property to be located within The Lodges of Chateau Cove Development, Branson, Missouri.

First Reading of Bill No. 5754, an ordinance approving High Density Residential (HDR) Zoning for a property to be located within The Lodges of Chateau Cove Development, Branson, Missouri, was read by title by City Clerk Lisa Westfall and a staff report was provided by Planning and Development Director Joel Hornickel. Mayor Akers asked for a motion approving Bill No. 5754. Alderman Milton 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: Simmons, Skains, Milton and Castillon. Nays: None. Absent: McConnell and Clonts. Motion carried.

BILL NO. 5755

Amending Branson Municipal Code Chapter 94, Zoning, pertaining to Uses.

First Reading of Bill No. 5755, an ordinance amending Branson Municipal Code Chapter 94, Zoning, pertaining to Uses was read by title by City Clerk Lisa Westfall and a staff report was provided by Planning and Development Director Joel Hornickel. Mayor Akers asked for a motion approving Bill No. 5755. 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: Simmons, Skains, Milton and Castillon. Nays: None. Absent: McConnell and Clonts. Motion carried.

BILL NO. 5756

Approving a contract with Innova Consulting Group pertaining to the purchase of Microsoft Software Licensing.

First Reading of Bill No. 5756, an ordinance approving a contract with Innova Consulting Group pertaining to the purchase of Microsoft Software Licensing and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was provided by IT Director Chad Forster. Mayor Akers asked for a motion approving Bill No. 5756. Alderman Castillon so moved, seconded by Alderman Milton. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: Simmons, Skains, Milton and Castillon. Nays: None. Absent: McConnell and Clonts. Motion carried.

BILL NO. 5759

Approving an amendment to the contract with Stoneridge Carpet, Inc. dba Stoneridge Flooring Design pertaining to carpet replacement.

First Reading of Bill No. 5759, an ordinance approving an amendment to the contract with Stoneridge Carpet, Inc. dba Stoneridge Flooring Design pertaining to carpet replacement and authorizing the Mayor to execute the contract amendment was read by title by City Clerk Lisa Westfall and a staff report was provided by Public Works Director and City Engineer Keith Francis. Mayor Akers asked for a motion approving Bill No. 5759. 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: Simmons, Skains, Milton and Castillon. Nays: None. Absent: McConnell and Clonts. Motion carried.

EXECUTIVE SESSION

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

ADJOURN

Mayor Akers asked for a motion to adjourn. Alderman Castillon moved to adjourn, seconded by Alderman Milton. Voting aye: Simmons, Skains, Milton and Castillon. Nays: None. Absent: McConnell and Clonts. Motion carried. Meeting adjourned at 5:05 p.m.

E. Edd Akers
Mayor

Lisa Westfall
City Clerk

MINUTES

THE REGULAR MEETING OF THE
BOARD OF ALDERMEN
CITY OF BRANSON, MISSOURI
December 10, 2019

INTRODUCTORY

The Board of Aldermen of the City of Branson, Missouri, met in regular session in the Council Chambers of the City Hall on December 10, 2019, at 6:00 p.m. Mayor Akers called the meeting to order with the "Pledge of Allegiance" and Jamie Rouch gave the invocation.

ROLL CALL

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

AWARDS / RECOGNITIONS

Employee of the Month

Alderman McConnell presented Rick Ivey of the Parks and Recreation Department as the December Employee of the Month in recognition for displaying City of Branson Values.

PUBLIC COMMENT

Mayor Akers began the Public Comments section of the Board of Aldermen meeting by stating the Board would hear citizens who signed the Speaker's Sheet in the order they are listed on the sheet.

Karen Best, 7A Maple Court, Branson, Missouri, said she's here tonight as the State Chairperson appointed by Governor Mike Parson for the Census 2020 Complete Count Committee. She'd like to share a few things and ask a couple of questions before she gets started. She asked everyone if they had driven on a road or bridge, been to the hospital within the last ten years, required help from the Police or Fire Departments or wanted a specific business to come to town. Ms. Best said if anyone answered yes to any of these questions, then the Census 2020 is important to them. She explained federal funding comes down to the state level and then down to the local level. Last year the Roads and Bridges and Police and Fire Departments received over \$1 million from the state. This equates to \$10 million over a ten year period which is at jeopardy if everyone in the City isn't counted. If a house is not counted in the census it translates to about \$6,000 for each household and over a ten year period it translates to \$6 million. She expressed the importance of standing up and being counted as Taney County was in the lowest level of self-responders in the 2000 Census. She explained it's her goal that Taney County be in the top level this year as the number of dollars that come to the City is very important. She announced Census Day is April 1st, but self-reporting starts March 16th. Ms. Best feels it's easy at the federal level to respond as it can be done by phone, internet or with a paper copy and there are only ten questions this year. She encouraged everyone to respond quickly and mentioned there's a kick-off on March 16th in St. Louis and a wrap up on April 1st in New York City. She mentioned traveling all over Missouri and believes the Branson Complete Count Committee is one of the best models people are following. She said people are watching Branson and she's proud to be a citizen. She complimented Communications Manager Melody Pettit and the Branson

Complete Count Committee for doing a great job and she thanked Communications Manager Melody Pettit, Mayor Akers and the Board for their commitment to the Census 2020. She encouraged everyone to stand up and be counted before April 1, 2020.

Audrey Richards, 265 Buzz Street, Branson, Missouri, expressed her concerns about the Christmas tree display in the roundabout in front of Cox Hospital. She explained there are over a dozen Christmas trees of various sizes with lights that blink on and off at varying intervals. She feels they are a major distraction and she's surprised they haven't caused an accident yet. Ms. Richards added, it seems tourists have enough trouble navigating through the roundabout in broad daylight and she wanted to bring it to the Board's attention. She believes it's a safety hazard and suggested either removing the display or make the lights stop blinking all the time. Ms. Richards thanked the Board for its time.

Gary Groman, 350 S. Wildwood Drive, Branson, Missouri, commented on a recent news article that reported the Branson Board of Aldermen have been experiencing incidences which have prevented the City from moving forward on well-known issues. He feels it's interesting to note the use of a plural, because to the best of his knowledge all the excitement has been over one incident and one issue. Mr. Groman said the article goes on to state that the main issue up for discussion is the Highway 76 Project. He thought it was about amending the adopted 2019 Budget for the City of Branson to adjust monies for the Tourism and Capital Project Funds. He asked if this reporter thought and reported that the main issue up for discussion is the Highway 76 Project, is it unreasonable to believe that others in the community might think the same thing. All of them might very well support the Highway 76 Project, but not the transfer of \$1.5 million for the use the bill proposes. He commented that Aldermen might have abstained because of that or some other reason they believe valid. He asked if anyone could cite a specific state statute or municipal ordinance that states conflict of interest is the only reason an Alderman may abstain from voting. He inquired how the City Attorney could issue an opinion that Aldermen abstaining from voting on the bill have no valid basis for abstention. He added, even worse stating the basis for such abstention was to strategically frustrate the legislative processes in an effort to take away the Mayor's absolute right to break a tie under Section 79.120 RSMo. Mr. Groman said how demeaning and insulting, as is pertinent to this discussion Section 79.120 states the Mayor shall have a seat in and preside over the Board of Aldermen, but shall not vote on any question except in the case of a tie. Mr. Groman reported the City Attorney's opinion goes on to say that as Presiding Officer of the Board, the Mayor has the authority to switch an abstention as a no vote and this action by the Mayor would be done to preserve order and decorum as that is part of his responsibilities enforcing the laws and ordinances of the City; specifically Section 2-68 Ordinances and Section 2-64 Presiding Officers. Mr. Groman said as is pertinent to this discussion, Section 2-64 of the City's ordinances says the Mayor shall be Presiding Officer of the Board and shall preserve strict order and decorum at meetings of the Board. He stated the accepted legal definition of decorum is proper behavior, good order, decorum is requisite in public places in order to permit all persons to enjoy their rights. For example, the decorum is indispensable in church to enable those assembled to worship and if therefore, a person were to disturb the congregation it would be lawful to put him out. Mr. Groman stated Section 2-68 of the City ordinance says no ordinance shall be passed except by bill and no bill will become an ordinance unless on its final passage the majority of the members elected to the Board shall vote for it and the ayes and nays be entered on the journal. He asked how any logical person could issue an opinion that the Mayor may change an abstention to a no vote using the authority of Section 2-64 or 2-68, particularly when they are either in possession of or should be Missouri Attorney General Opinion 65 dated February 2, 1981. He said that opinion states it is the opinion of this office that under the holding of State ex rel. Stewart v. King, an Alderman of a Fourth Class City who abstains from voting, under Section 79.130 RSMo, does not have his abstention counted as a vote. Mr. Groman commented the City Attorney issued an opinion citing the same case that was the basis for the Attorney General's opinion, yet he reached a different conclusion stating, so although the law forbids counting an abstention as an affirmative vote for the major of this matter there is nothing prohibited from it being re-casted as a no vote. Mr. Groman asked if anyone could tell him how that jives with the Attorney General's opinion. He added, in view of the Attorney General's opinion on the same case and pure logic, he believes this opinion is unconscionable. The Mayor has no power to unilaterally declare that he has the power to change an Alderman's abstention into a no vote. As a concerned, voting, taxpayer citizen of Branson, he asked that the City request the Attorney General's opinion on whether or not the Mayor may have specific authority, be it state statute or municipal ordinance, to arbitrarily change

an Alderman's abstention to either a no vote or yes vote on that issue. Mr. Groman explained he didn't take this out of context as it says at the end of that opinion it was the conclusion of their opinion. Discussion.

Alderman McConnell moved to seek the Attorney General's opinion, seconded by Alderman Milton. Mayor Akers asked for any Alderman wishing to speak on this matter. Discussion. Voting aye: McConnell and Milton. Nays: Clonts, Skains and Simmons. Motion failed.

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 Simmons requested Item Numbers 7 and 8 be removed from the Consent Agenda and placed as the first and second items on the Regular Agenda. Alderman Milton requested Item Number 4 be removed from the Consent Agenda and placed as the third 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) November 26, 2019 Regular Meeting

Acknowledge Receipt of Minutes:

- a) Human Resources Committee Meeting of October 16, 2019

Acknowledge Receipt of Community Improvement Districts' (CID) 2020 Budgets:

- a) Branson Hills Infrastructure Facilities CID
- b) Branson Hills CID
- c) Forsythe Road CID
- d) 76 Entertainment CID
- e) Historic Downtown Branson CID
- f) Branson Commerce Park CID

BILL NO. 5743

Ord. No. 2019-0205

Accepting the proposal of Federal Signal Safety and Security Systems pertaining to the purchase and installation of outdoor warning sirens.

Final Reading of Bill No. 5743, an ordinance accepting the proposal of Federal Signal Safety and Security Systems pertaining to the purchase and installation of outdoor warning sirens and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Voting aye: McConnell, Clonts, Simmons, Skains and Milton. Nays: None. Absent: Castillon. Motion carried. Ordinance No. 2019-0205 was duly enacted.

BILL NO. 5744

Ord. No. 2019-0206

Accepting the proposal of Sentinel Emergency Solutions pertaining to the purchase of self-contained breathing apparatus.

Final Reading of Bill No. 5744, an ordinance accepting the proposal of Sentinel Emergency Solutions pertaining to the purchase of self-contained breathing apparatus and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Voting aye: McConnell, Clonts, Simmons, Skains and Milton. Nays: None. Absent: Castillon. Motion carried. Ordinance No. 2019-0206 was duly enacted.

BILL NO. 5748
Ord. No. 2019-0209 **Accepting the proposal of Hall Signs, Inc. pertaining to the purchase of signage supplies.**

Final Reading of Bill No. 5748, an ordinance accepting the proposal of Hall Signs, Inc. pertaining to the purchase of signage supplies and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Voting aye: McConnell, Clonts, Simmons, Skains and Milton. Nays: None. Absent: Castillon. Motion carried. Ordinance No. 2019-0209 was duly enacted.

BILL NO. 5749
Ord. No. 2019-0210 **Accepting the proposal of Lightle Enterprises of Ohio, LLC pertaining to the purchase of signage supplies.**

Final Reading of Bill No. 5749, an ordinance accepting the proposal of Lightle Enterprises of Ohio, LLC pertaining to the purchase of signage supplies and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Voting aye: McConnell, Clonts, Simmons, Skains and Milton. Nays: None. Absent: Castillon. Motion carried. Ordinance No. 2019-0210 was duly enacted.

BILL NO. 5754
Ord. No. 2019-0211 **Approving High Density Residential (HDR) Zoning for a property to be located within The Lodges of Chateau Cove Development, Branson, Missouri.**

Final Reading of Bill No. 5754, an ordinance approving High Density Residential (HDR) Zoning for a property to be located within The Lodges of Chateau Cove Development, Branson, Missouri, was read by title by City Clerk Lisa Westfall. Voting aye: McConnell, Clonts, Simmons, Skains and Milton. Nays: None. Absent: Castillon. Motion carried. Ordinance No. 2019-0211 was duly enacted.

BILL NO. 5755
Ord. No. 2019-0212 **Amending Branson Municipal Code Chapter 94, Zoning, pertaining to Uses.**

Final Reading of Bill No. 5755, an ordinance amending Branson Municipal Code Chapter 94, Zoning, pertaining to Uses was read by title by City Clerk Lisa Westfall. Voting aye: McConnell, Clonts, Simmons, Skains and Milton. Nays: None. Absent: Castillon. Motion carried. Ordinance No. 2019-0212 was duly enacted.

BILL NO. 5756
Ord. No. 2019-0213 **Approving a contract with Innova Consulting Group pertaining to the purchase of Microsoft Software Licensing.**

Final Reading of Bill No. 5756, an ordinance approving a contract with Innova Consulting Group pertaining to the purchase of Microsoft Software Licensing and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Voting aye: McConnell, Clonts, Simmons, Skains and Milton. Nays: None. Absent: Castillon. Motion carried. Ordinance No. 2019-0213 was duly enacted.

BILL NO. 5759

Ord. No. 2019-0214

Approving an amendment to the contract with Stoneridge Carpet, Inc. dba Stoneridge Flooring Design pertaining to carpet replacement.

Final Reading of Bill No. 5759, an ordinance approving an amendment to the contract with Stoneridge Carpet, Inc. dba Stoneridge Flooring Design pertaining to carpet replacement and authorizing the Mayor to execute the contract amendment was read by title by City Clerk Lisa Westfall. Voting aye: McConnell, Clonts, Simmons, Skains and Milton. Nays: None. Absent: Castillon. Motion carried. Ordinance No. 2019-0214 was duly enacted.

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

REGULAR AGENDA

Alderman Simmons left the meeting at 6:40 p.m. He disclosed his conflict of interest due to his company being a bidder on the next two items.

BILL NO. 5746

Ord. No. 2019-0207

Accepting the proposal of American R&C, LLC dba Tri Lakes Redi-Mix for the purchase of concrete for the Public Works Streets Department.

Final Reading of Bill No. 5746, an ordinance accepting the proposal of American R&C, LLC dba Tri Lakes Redi-Mix for the purchase of concrete for the Public Works Streets Department and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Mayor Akers asked for a motion approving Bill No. 5746. Alderman Skains so moved, seconded by Alderman Milton. Voting aye: McConnell, Clonts, Skains and Milton. Nays: None. Absent: Castillon and Simmons. Motion carried. Ordinance No. 2019-0207 was duly enacted.

BILL NO. 5747

Ord. No. 2019-0208

Accepting the proposal of Table Rock Asphalt Construction Co., Inc. for the purchase of stone and asphalt for the Public Works Streets Department.

Final Reading of Bill No. 5747, an ordinance accepting the proposal of Table Rock Asphalt Construction Co., Inc. for the purchase of stone and asphalt for the Public Works Streets Department and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Mayor Akers asked for a motion approving Bill No. 5747. Alderman Skains so moved, seconded by Alderman Clonts. Voting aye: McConnell, Clonts, Skains and Milton. Nays: None. Absent: Castillon and Simmons. Motion carried. Ordinance No. 2019-0208 was duly enacted.

Alderman Simmons returned to the meeting at 6:45 p.m.

BILL NO. 5732
POSTPONED

Amending the adopted 2019 Budget for the City of Branson, to adjust monies for the Tourism and Capital Projects Funds.

Final Reading of Bill No. 5732, an ordinance amending the adopted 2019 Budget for the City of Branson, to adjust monies for the Tourism and Capital Projects Funds was read by title by City Clerk Westfall. Alderman Skains moved to postpone Bill Number 5732 until January 14, 2020, seconded by Alderman Clonts. Mayor Akers asked for comments from the Board. Discussion.

City Attorney Chris Lebeck addressed the request that had been made earlier in the meeting for obtaining an opinion from the Attorney General from the State of Missouri. He stated he just did the research to see if it's appropriate and it's not. He referenced Revised Statutes of Missouri (RSMo) 27.040 and explained it governs what opinions the Attorney General can give and said he'd like to read the statute into the record so it's all crystal clear. He read, "when required he shall give his opinion in writing, without fee, to the general assembly, or to either house, and to the governor, secretary of state, auditor, treasurer, commissioner of education, grain warehouse commissioner, director of the department of commerce and insurance, the director of the division of finance and the head of any state department, or any circuit or prosecuting attorney upon any question of law relative to their respective offices or the discharge of their duties. City Attorney Chris Lebeck stated political subdivisions, Board of Aldermen, are not included in that list of entities that the Attorney General can form an opinion for. Discussion. He stated if the Board as a whole wishes, he's more than happy to engage outside counsel to get a second opinion.

Mayor Akers called for a vote on the postponement of Bill No. 5732. Voting aye: Clonts, Simmons and Skains. Nays: McConnell. Absent: Castillon. Motion carried. Alderman Milton did not vote and said for the record, he thinks this is absolutely ridiculous.

BILL NO. 5676
POSTPONED

Approving an agreement between CenturyLink Communications, LLC and the City of Branson relating to relocation costs of CenturyLink Telecommunication Facilities relating to the Highway 76 Country Boulevard Improvements Project.

Alderman Clonts moved to postpone Bill Number 5676 until January 14, 2020, seconded by Alderman Skains. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none. Mayor Akers asked for any Aldermen wishing to speak regarding this matter. Discussion. Voting aye: Clonts, Simmons and Skains. Nays: Milton and McConnell. Absent: Castillon. Motion carried.

BILL NO. 5677
POSTPONED

Approving a Special Construction Proposal between CenturyLink and the City of Branson relating to engineering design costs of CenturyLink relating to the Highway 76 Country Boulevard Improvements Project.

Alderman Simmons moved to postpone Bill Number 5677 until January 14, 2020, seconded by Alderman Clonts. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: Clonts, Simmons and Skains. Nays: McConnell. Abstain: Milton. Motion carried.

BILL NO. 5735
Ord. No. 2019-0215

Amending the adopted 2019 Budget for the City of Branson to adjust monies for the Tourism Fund for the Branson, Missouri Regional Airport TDD.

First Reading of Bill No. 5735, an ordinance amending the adopted 2019 Budget for the City of Branson to adjust monies for the Tourism Fund for the Branson, Missouri Regional Airport TDD was read by title by City Clerk Lisa Westfall.

The meeting recessed at 6:58 p.m. and reconvened at 7:03 p.m.

A staff report was presented by Finance Director Jamie Rouch. Mayor Akers asked for a motion approving Bill No. 5735. Alderman McConnell so moved, seconded by Alderman Clonts. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Voting aye: McConnell, Clonts, Simmons, Skains and Milton. Nays: none. Absent: Castillon. Motion carried. Alderman Clonts moved to read Bill No. 5735 for its final reading due to the short time frame for the City to meet its financial obligations, seconded by Alderman Skains. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: McConnell, Clonts, Simmons, Skains and Milton. Nays: none. Absent: Castillon. Motion carried. Final Reading of Bill No. 5735, an ordinance amending the adopted 2019 Budget for the City of Branson to adjust monies for the Tourism Fund for the Branson, Missouri Regional Airport TDD was read by title by City Clerk Lisa Westfall. Mayor Akers asked for a motion approving Bill No. 5735. Alderman Clonts so moved, seconded by Alderman Skains. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: McConnell, Clonts, Simmons, Skains and Milton. Nays: none. Absent: Castillon. Motion carried.

BILL NO. 5736

Ord. No. 2019-0216

Accepting the proposal of Boys & Girls Club of the Ozarks pertaining to the provision of services to provide temporary public assistance.

First Reading of Bill No. 5736, an ordinance accepting the proposal of Boys & Girls Club of the Ozarks pertaining to the provision of services to provide temporary public assistance and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was presented by Fire Chief Ted Martin for Item Numbers 18 through 24. Mayor Akers asked for a motion approving Bill No. 5736. Alderman Milton so moved, seconded by Alderman Clonts. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter.

Heather Burney of Faith Community Health Center responded to the Board's inquiries regarding whether or not individuals in need of assistance with medication would have to currently be a patient of the facility or if it would be open to all Branson residents. She explained they would need to become a registered patient which can happen at the time they come to the clinic. The clinic tries to streamline this since it often sees people who come from the hospital who have been discharged, but do not have a primary care provider or health insurance to cover their medications. Ms. Burney commented the way they access medications through their programs is they have to ensure people are financially in need by verifying people are uninsured and meet federal poverty guidelines of either less than 200% or 300% depending on the program. She added, they have to ensure this process to make sure they continue to have access through the programs the clinic uses. Ms. Burney explained if a person is discharged from the hospital, the clinic tries to work them in as quickly as possible, but if it's going to be the next day the clinic will not let people go without. It will take medications from the hospital discharge and fill them as best as it can and get the people in to see the primary care provider as soon as possible. She mentioned the clinic tries to work this out because often times the medications are urgent and necessary.

Mayor Akers asked for comments from the Board. Discussion. Voting aye: McConnell, Clonts, Simmons, Skains and Milton. Nays: none. Absent: Castillon. Motion carried. Alderman McConnell moved to read Bill No. 5736 for its final reading, seconded by Alderman Milton. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: McConnell, Clonts, Skains and Milton. Nays: Simmons. Absent: Castillon. Motion carried. Final Reading of Bill No. 5736, an ordinance accepting the proposal of Boys &

Girls Club of the Ozarks pertaining to the provision of services to provide temporary public assistance and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Mayor Akers asked for a motion approving Bill No. 5736. Alderman Skains so moved, seconded by Alderman Clonts. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: McConnell, Clonts, Simmons, Skains and Milton. Nays: None. Absent: Castillon. Motion carried. Ordinance No. 2019-0216 was duly enacted.

BILL NO. 5737

Ord. No. 2019-0217

Accepting the proposal of Faith Community Health Center, Inc. pertaining to the provision of services to provide temporary public assistance.

First Reading of Bill No. 5737, an ordinance accepting the proposal of Faith Community Health Center, Inc. pertaining to the provision of services to provide temporary public assistance and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Mayor Akers asked for a motion approving Bill No. 5737. Alderman Skains so moved, seconded by Alderman McConnell. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: McConnell, Clonts, Simmons, Skains and Milton. Nays: none. Absent: Castillon. Motion carried. Alderman McConnell moved to read Bill No. 5737 for its final reading, seconded by Alderman Milton. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: McConnell, Clonts, Skains and Milton. Nays: Simmons. Absent: Castillon. Motion carried. Final Reading of Bill No. 5737, an ordinance accepting the proposal of Faith Community Health Center, Inc. pertaining to the provision of services to provide temporary public assistance and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Mayor Akers asked for a motion approving Bill No. 5737. Alderman Skains so moved, seconded by Alderman Clonts. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: McConnell, Clonts, Simmons, Skains and Milton. Nays: none. Absent: Castillon. Motion carried. Ordinance No. 2019-0217 was duly enacted.

BILL NO. 5738

Ord. No. 2019-0218

Accepting the proposal of Jesus Was Homeless pertaining to the provision of services to provide temporary public assistance.

First Reading of Bill No. 5738, an ordinance accepting the proposal of Jesus Was Homeless pertaining to the provision of services to provide temporary public assistance and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Mayor Akers asked for a motion approving Bill No. 5738. Alderman Skains so moved, seconded by Alderman Milton. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: McConnell, Clonts, Simmons, Skains and Milton. Nays: none. Absent: Castillon. Motion carried. Alderman Clonts moved to read Bill No. 5738 for its final reading, seconded by Alderman McConnell. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: McConnell, Clonts, Skains and Milton. Nays: Simmons. Absent: Castillon. Motion carried. Final Reading of Bill No. 5738, an ordinance accepting the proposal of Jesus Was Homeless pertaining to the provision of services to provide temporary public assistance and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Mayor Akers asked for a motion approving Bill No. 5738. Alderman Milton so moved, seconded by Alderman Clonts. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: McConnell, Clonts, Simmons, Skains and Milton. Nays: none. Absent: Castillon. Motion carried. Ordinance No. 2019-0218 was duly enacted.

BILL NO. 5739
Ord. No. 2019-0219

Accepting the proposal of Christian Action Ministries (CAM) pertaining to the provision of services to provide temporary public assistance.

First Reading of Bill No. 5739, an ordinance accepting the proposal of Christian Action Ministries (CAM) pertaining to the provision of services to provide temporary public assistance and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Mayor Akers asked for a motion approving Bill No. 5739. Alderman Clonts so moved, seconded by Alderman McConnell. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: McConnell, Clonts, Simmons, Skains and Milton. Nays: none. Absent: Castillon. Motion carried. Alderman Clonts moved to read Bill No. 5739 for its final reading, seconded by Alderman McConnell. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: McConnell, Clonts, Skains and Milton. Nays: Simmons. Absent: Castillon. Motion carried. Final Reading of Bill No. 5739, an ordinance accepting the proposal of Christian Action Ministries (CAM) pertaining to the provision of services to provide temporary public assistance and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Mayor Akers asked for a motion approving Bill No. 5739. Alderman Clonts so moved, seconded by Alderman Skains. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: McConnell, Clonts, Simmons, Skains and Milton. Nays: none. Absent: Castillon. Motion carried. Ordinance No. 2019-0219 was duly enacted.

BILL NO. 5740
Ord. No. 2019-0220

Accepting the proposal of Women's Crisis Center of Taney County, Inc. pertaining to the provision of services to provide temporary public assistance.

First Reading of Bill No. 5740, an ordinance accepting the proposal of Women's Crisis Center of Taney County, Inc. pertaining to the provision of services to provide temporary public assistance and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Mayor Akers asked for a motion approving Bill No. 5740. Alderman Clonts so moved, seconded by Alderman Milton. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: McConnell, Clonts, Simmons, Skains and Milton. Nays: none. Absent: Castillon. Motion carried. Alderman Milton moved to read Bill No. 5740 for its final reading, seconded by Alderman Skains. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: McConnell, Clonts, Skains and Milton. Nays: Simmons. Absent: Castillon. Motion carried. Final Reading of Bill No. 5740, an ordinance accepting the proposal of Women's Crisis Center of Taney County, Inc. pertaining to the provision of services to provide temporary public assistance and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Mayor Akers asked for a motion approving Bill No. 5740. Alderman Skains so moved, seconded by Alderman Clonts. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: McConnell, Clonts, Simmons, Skains and Milton. Nays: none. Absent: Castillon. Motion carried. Ordinance No. 2019-0220 was duly enacted.

BILL NO. 5741
Ord. No. 2019-0221

Accepting the proposal of Branson Regional Arts Council pertaining to the provision of services to provide temporary public assistance.

First Reading of Bill No. 5741, an ordinance accepting the proposal of Branson Regional Arts Council pertaining to the provision of services to provide temporary public assistance and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Mayor Akers asked for a motion approving Bill No. 5741. Alderman Milton so moved, seconded by Alderman Clonts. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for

comments from the Board. Discussion. Voting aye: McConnell, Clonts, Simmons, Skains and Milton. Nays: none. Absent: Castillon. Motion carried. Alderman Milton moved to read Bill No. 5741 for its final reading, seconded by Alderman Skains. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: McConnell, Clonts, Skains and Milton. Nays: Simmons. Absent: Castillon. Motion carried. Final Reading of Bill No. 5741, an ordinance accepting the proposal of Branson Regional Arts Council pertaining to the provision of services to provide temporary public assistance and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Mayor Akers asked for a motion approving Bill No. 5741. Alderman Milton so moved, seconded by Alderman McConnell. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: McConnell, Clonts, Simmons, Skains and Milton. Nays: none. Absent: Castillon. Motion carried. Ordinance No. 2019-0221 was duly enacted.

BILL NO. 5742

Ord. No. 2019-0222

Accepting the proposal of Taneyhills Community Library pertaining to the provision of services to provide temporary public assistance.

First Reading of Bill No. 5742, an ordinance accepting the proposal of Taneyhills Community Library pertaining to the provision of services to provide temporary public assistance and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Mayor Akers asked for a motion approving Bill No. 5742. Alderman McConnell 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: McConnell, Clonts, Simmons, Skains and Milton. Nays: none. Absent: Castillon. Motion carried. Alderman Milton moved to read Bill No. 5742 for its final reading, seconded by Alderman Skains. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: McConnell, Clonts, Skains and Milton. Nays: Simmons. Absent: Castillon. Motion carried. Final Reading of Bill No. 5742, an ordinance accepting the proposal of Taneyhills Community Library pertaining to the provision of services to provide temporary public assistance and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Mayor Akers asked for a motion approving Bill No. 5742. Alderman Milton so moved, seconded by Alderman Clonts. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: McConnell, Clonts, Simmons, Skains and Milton. Nays: none. Absent: Castillon. Motion carried. Ordinance No. 2019-0222 was duly enacted.

BILL NO. 5745

Approving amendments to the City of Branson's Human Resources Manual.

First Reading of Bill No. 5745, an ordinance approving amendments to the City of Branson's Human Resources Manual 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. 5745. Alderman McConnell 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: McConnell, Clonts, Simmons, Skains and Milton. Nays: none. Absent: Castillon. Motion carried.

BILL NO. 5750

Approving High Density Residential (HDR) Zoning for the property located at 115 Lakefront Drive, Branson, Missouri.

First Reading of Bill No. 5750, an ordinance approving High Density Residential (HDR) Zoning for the property located at 115 Lakefront Drive, Branson, Missouri, was read by title by City Clerk Lisa Westfall

and a staff report was presented by Planning and Development Director Joel Hornickel. Mayor Akers asked for a motion approving Bill No. 5750. Alderman Skains so moved, seconded by Alderman Clonts. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: McConnell, Clonts, Simmons, Skains and Milton. Nays: none. Absent: Castillon. Motion carried.

BILL NO. 5751

Approving High Density Residential (HDR) Zoning for the property located at 125 Lakefront Drive, Branson, Missouri.

First Reading of Bill No. 5751, an ordinance approving High Density Residential (HDR) Zoning for the property located at 125 Lakefront Drive, Branson, Missouri, was read by title by City Clerk Lisa Westfall and a staff report was presented by Planning and Development Director Joel Hornickel. Mayor Akers asked for a motion approving Bill No. 5751. Alderman Skains so moved, seconded by Alderman Milton. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: McConnell, Clonts, Simmons, Skains and Milton. Nays: None. Absent: Castillon. Motion carried.

BILL NO. 5752

Approving High Density Residential (HDR) Zoning for the property located at 111 Chateau Cove Drive, Branson, Missouri.

First Reading of Bill No. 5752, an ordinance approving High Density Residential (HDR) Zoning for the property located at 111 Chateau Cove Drive, Branson, Missouri, was read by title by City Clerk Lisa Westfall and a staff report was presented by Planning and Development Director Joel Hornickel. Mayor Akers asked for a motion approving Bill No. 5752. Alderman Clonts so moved, seconded by Alderman Milton. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: McConnell, Clonts, Simmons, Skains and Milton. Nays: none. Absent: Castillon. Motion carried.

BILL NO. 5753

Approving High Density Residential (HDR) Zoning for the property located at 250 Chateau Cove Drive, Branson, Missouri.

First Reading of Bill No. 5753, an ordinance approving High Density Residential (HDR) Zoning for the property located at 250 Chateau Cove Drive, Branson, Missouri, was read by title by City Clerk Lisa Westfall and a staff report was presented by Planning and Development Director Joel Hornickel. Mayor Akers asked for a motion approving Bill No. 5753. Alderman Skains so moved, seconded by Alderman Clonts. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Voting aye: McConnell, Clonts, Simmons, Skains and Milton. Nays: none. Absent: Castillon. Motion carried.

BILL NO. 5757

Authorizing an agreement with the Conservation Commission of the State of Missouri for water main easements on the Ruth and Paul Henning Conservation Property.

First Reading of Bill No. 5757, an ordinance authorizing an agreement with the Conservation Commission of the State of Missouri for water main easements on the Ruth and Paul Henning Conservation Property 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. 5757. 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: McConnell, Clonts, Simmons, Skains and Milton. Nays: none. Absent: Castillon. Motion carried.

BILL NO. 5758

Accepting the proposal of Kirk's Excavation Inc. for a Sanitary Sewer Main Extension in the area of Harmony Lane.

First Reading of Bill No. 5758, an ordinance accepting the proposal of Kirk's Excavation Inc. for a Sanitary Sewer Main Extension in the area of Harmony Lane 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. 5758. Alderman Simmons so moved, seconded by Alderman Clonts. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Voting aye: McConnell, Clonts, Simmons, Skains and Milton. Nays: none. Absent: Castillon. Motion carried.

BILL NO. 5760

Approving an agreement between Empire District, A Liberty Utilities Company and the City of Branson for relocation costs of street light facilities relating to the Gretna Road median island removal.

First Reading of Bill No. 5760, an ordinance approving an agreement between Empire District, A Liberty Utilities Company and the City of Branson for relocation costs of street light facilities relating to the Gretna Road median island removal and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was presented by Public Works Director and City Engineer Keith Francis. Mayor Akers asked for a motion approving Bill No. 5760. 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. No discussion. Voting aye: McConnell, Clonts, Simmons, Skains and Milton. Nays: none. Absent: Castillon. Motion carried.

BILL NO. 5761

Approving the Intergovernmental Cooperative Agreement with the City of Kimberling City, Missouri Police Department pertaining to the donation of TASER X26 equipment.

First Reading of Bill No. 5761, an ordinance approving the Intergovernmental Cooperative Agreement with the City of Kimberling City, Missouri Police Department pertaining to the donation of TASER X26 equipment and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall and a staff report was presented by Police Chief Jeff Matthews. Mayor Akers asked for a motion approving Bill No. 5761. Alderman Milton so moved, seconded by Alderman Clonts. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: McConnell, Clonts, Simmons, Skains and Milton. Nays: none. Absent: Castillon. Motion carried.

BILL NO. 5762

Accepting the proposal of Ace Pipe Cleaning for Sanitary Sewer System Improvements.

First Reading of Bill No. 5762, an ordinance accepting the proposal of Ace Pipe Cleaning for Sanitary Sewer System Improvements 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. 5762. Alderman Skains so moved, seconded by Alderman Clonts. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. Discussion. Voting aye: McConnell, Clonts, Simmons, Skains and Milton. Nays: none. Absent: Castillon. Motion carried.

BILL NO. 5763

Accepting the proposal of Technology International, Inc. for the purchase of a waste feed grinder for the Cooper Creek Wastewater Treatment Plant.

First Reading of Bill No. 5763, an ordinance accepting the proposal of Technology International, Inc. for the purchase of a waste feed grinder for the Cooper Creek Wastewater Treatment Plant 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. 5763. Alderman Skains so moved, seconded by Alderman Milton. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Akers asked for comments from the Board. No discussion. Voting aye: McConnell, Clonts, Simmons, Skains and Milton. Nays: none. Absent: Castillon. Motion carried.

BILL NO. 5764

Amending Chapter 18 of the Branson Municipal Code pertaining to Electrical Provisions within the 2018 International Residential Code.

First Reading of Bill No. 5764, an ordinance amending Chapter 18 of the Branson Municipal Code pertaining to Electrical Provisions within the 2018 International Residential Code was read by title by City Clerk Lisa Westfall and a staff report was presented by Planning and Development Director Joel Hornickel. Mayor Akers asked for a motion approving Bill No. 5764. Alderman Milton so moved, seconded by Alderman Clonts. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none. Mayor Akers asked for comments from the Board. Discussion. Voting aye: McConnell, Clonts, Simmons, Skains and Milton. Nays: none. Absent: Castillon. Motion carried.

BILL NO. 5765

Ord. No. 2019-0223

Approving the renewal of a contract with Utility Service Company, Inc. for ongoing maintenance and future renovation of the City's water towers.

First Reading of Bill No. 5765, an ordinance approving the renewal of a contract with Utility Service Company, Inc. for ongoing maintenance and future renovation of the City's water towers 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.

Alderman McConnell left meeting 8:13 p.m. and returned at 8:15 p.m.

Mayor Akers asked for a motion approving Bill No. 5765. 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: McConnell, Clonts, Simmons, Skains and Milton. Nays: None. Absent: Castillon. Motion carried. Alderman Clonts moved to read Bill No. 5765 for its final reading due to time constraints to meet the annual renewal for the maintenance agreement, seconded by Alderman Skains. Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none. Mayor Akers asked for comments from the Board. Discussion. Voting aye: McConnell, Clonts, Simmons, Skains and Milton. Nays: none. Absent: Castillon. Motion carried. Final Reading of Bill No. 5765, an ordinance approving the renewal of a contract with Utility Service Company, Inc. for ongoing maintenance and future renovation of the City's water towers and authorizing the Mayor to execute the contract was read by title by City Clerk Lisa Westfall. Mayor Akers asked for a motion approving Bill No. 5765. Alderman Clonts so moved, seconded by Alderman Skains.

Mayor Akers asked for anyone in the audience wishing to speak regarding this matter. Hearing none. Mayor Akers asked for comments from the Board. No discussion. Voting aye: McConnell, Clonts, Simmons, Skains and Milton. Nays: none. Absent: Castillon. Motion carried. Ordinance No. 2019-0223 was duly enacted.

MAYOR/ALDERMEN/ADMINISTRATOR'S REPORTS

Alderman McConnell expressed his appreciation for people in the community coming to City Council meetings and getting involved in City government. He commented it's easy for people to wait until things don't go the way they feel they should and then complain, so he's appreciative of the people who come to the meetings, educate themselves and ask questions. He mentioned having some great conversations over the last several weeks and explained taxpayers are all part of the City's resources. He reiterated he appreciates those who are listening, getting involved and attending meetings.

Alderman Simmons commented on this year's Christmas Parade which he felt was wonderful and something he always enjoys. He added, it's a special event for a special reason and he feels the Downtown decorations are excellent this year and something for everyone to be proud of. Alderman Simmons felt the best thing about the parade is seeing young people participating in the bands and on the floats. He reported there were approximately 1,500 people who participated in the parade which he feels is a wonderful event for Branson.

Alderman Skains mentioned he's received a lot of calls about the Highway 76 Project and he feels the City needs to be more forward in its discussion with the community. He explained, for some reason a significant number of citizens think the City went out and changed the High Road, Highway 76, which he thinks City Administrator Stan Dobbins could possibly deal with. Alderman Skains said he thinks the City can do a better job of having this discussion.

Alderman Milton mentioned there have been discussions with the Human Resources Department regarding contract negotiations with the Police and Fire Departments. He explained these are done towards the end of the year and this year there wasn't enough time to address tier structures. He suggested starting these discussions in the first quarter of the year to ensure this gets done.

Administrator Dobbins announced Loretta Anna of the Utilities Department will be retiring and tonight is her last City Council meeting. He thanked her for everything she's done for the City, for caring and for taking care of Utilities Director Mike Ray.

Mayor Akers stated the Historic Downtown Branson Community Improvement District (CID) appointments are coming up and the two members who are currently serving have been contacted and agree to continue to serve. He commented on the flooding issue of the sewer treatment plant and reported he's still waiting on information from different agencies to try to take care of the issue. He explained the City is still trying to get funding as the 2015 study estimated building a wall would cost approximately \$11 million. The City doesn't know what it will cost today as it's waiting for additional information, but he believes this has to be a priority since it was close to being flooded in 2017. Mayor Akers said he's proud of the City's involvement supporting Veterans' activities and the annual Adoration Parade and he feels the Historic Downtown Branson area really showed well during the Adoration Parade. He stated he'd like to make a general comment regarding dealing with the overall finances of the City and dealing with the future. He stated we can't change anything that has happened in the past, but we can look to the future and try to see what we can do to best solve the problems we have. He explained the City can't pay off debt unless it has income sources and it's working hard to try and find income sources to pay off past obligations. Mayor Akers said he's still glad to be Mayor and he'll seek to do what's right and best for the citizens of Branson. He appreciates all of the people who show up to the meetings and the people who are listening to the meeting. Mayor Akers expressed his appreciation for them paying attention to what's going on in the City and he encouraged them to continue to pay close attention.

ADJOURN

Mayor Akers asked for a motion to adjourn. Alderman Milton moved to adjourn, seconded by Alderman Skains. Voting aye: McConnell, Clonts, Simmons, Skains and Milton. Nays: none. Absent: Castillon. Motion carried. Meeting adjourned at 8:30 p.m.

E. Edd Akers
Mayor

Lisa Westfall
City Clerk

Park Board Minutes
October 15, 2019

Members Present: Candy Sullinger, Jamie Whiteis, Bob Simmons, Andrew Brown, Julie Wolfe, Clark Harris, Scott McCaulley, and David Parish

Members Absent: Garrett Vanderpool and Scott Wuest

Staff Present: Cindy Shook, Jason Reinsch, and Marsha Fulton

The meeting was called to order.

Julie Wolfe made a motion to approve the Park Board minutes dated August 21, 2019. Jamie Whiteis seconded the motion. All were in favor.

Cindy opened the meeting by introducing the newest Park Board member, Clark Harris. Candy Sullinger welcomed Clark to the board.

Business:

1. The first item on the agenda was the presentation of the September financial report. Cindy opened the item by explaining to Clark that each month the board reviews the financial statement that compares revenues and expenses from the previous and current year. Cindy reported that expenses were down in the administrative cost center due the timing of an insurance payment in 2018. She then shared that revenue was up at the RecPlex due a combination of gate admissions and the sponsor program, while expenses were down due to a decrease in electricity usage. She indicated that the pool revenue had recovered after a very rainy May and June. She indicated that the campground was once again the highlight of the report, having just come off of a great summer. Cindy indicated that in talking to Campground Manager Chad Glaser, it looked like we were in line for another great fall season. Cindy shared that they had just experienced another flash flood at the campground on October 10-11, but that unlike other floods, it literally only displaced campers for about five hours. Scott asked if they thought the new online software at the campground had been a beneficial change. Jason confirmed that it had been really successful, stating that about 30% of registrations were currently being done online after only six months. Jason stated that the online system auto generates site information to RV guests two days prior to check-in, in addition to producing welcome, thank you, birthday and evaluation emails. Cindy added that she recently had some friends who stayed at the campground in the newly designed premium sites and they had absolutely loved it. Cindy continued with the financial report and noted that expenses in the parks were up significantly in the area of wages and benefits due to a large retirement payout charged to that cost center. Cindy pointed out that youth soccer was experiencing a slight decline and was peaking after having seen several years of increases. Julie inquired about the expenditure increases at Liberty Plaza, and Cindy

explained that they had to replace a fountain pump earlier in the summer that was in excess of \$3,000.

2. The next item on the agenda was an update on the Skaggs Legacy Endowment Grant for youth sports scholarships. Cindy was excited to share with the board that they had once again received this grant for 2020 year, after being awarded the grant in 2016 and 2018. Cindy shared that the only qualification to receive a scholarship was qualifying for the free or reduced meal program at school. Cindy went on to state that it was very exciting to be receiving the grant again and that they were looking to expand the scholarship program to include swim lessons and archery. Cindy concluded this item by stating that the Skaggs Legacy Endowment was such a blessing for not only the scholarship program but for numerous organizations in the area, including the funding of dental care and eye glasses for school kids. Scott added it gave a true snap shot of the community and the needs in our local communities.

3. The next item on the agenda was renewal of revenue contracts. Cindy reminded the board that she brought annual revenue contracts to the board for approval and recommendation to the Board of Alderman. Cindy reviewed the contract for John Morris Equipment and Supply Company, which provides coin operated washers, dryers and a soap dispenser for RV guests. Cindy shared that there were no changes in pricing from the previous contract and the city received a 56% commission, equating to an estimated \$7,000 in revenue for 2020. In addition, John Morris Equipment supplies all the maintenance for the equipment. Cindy then reviewed the annual agreement with SeniorAge, who leases space in the Branson Community Center to provide a senior meal and home delivered meal program to the community. Cindy indicated that a monthly rental fee of \$400 is charged in the lease agreement, which reflects no change from the previous year's agreement. Candy stated that if there were no questions, she would like the board to vote on these contracts. Scott McCaulley made a motion to approve the John Morris Equipment and Supply Company and SeniorAge contracts to the Board of Alderman. Julie Wolfe seconded the motion. All were in favor.

4. The next item on the agenda was an update on parks. Jason shared with the board that the recent mural painted at Murphy Park had been a springboard for other work to be done at the park, including clean up and brush clearing. Cindy reminded the board that Murphy had been a park that had been the recipient of lots of vandalism and spray painting and the mural was a great addition. She then directed the board to the pictures of the new mural and shared with them how excited she was with the end product. Jason indicated that the mural had created a lot of engagement and positive comments on the Parks Facebook page, that reaches over 5,000 people. Scott added that they had posted the pictures on their website for the radio station. Cindy then went on to share that the recent flash flooding had done about \$5,000 worth of damage to Stockstill Park. Scott stated that he had been thinking about the damage and what the fiscally responsible vision is for Stockstill Park as related to repetitive flooding. Cindy agreed, stating that they needed to start exploring other options for family activities that would not require

thousands of dollars in repairs every time it flooded. Cindy added that the concrete pad areas where the bleachers had been would lend themselves to four-square or tether ball, without the requirement of mulch. Cindy shared that with the recent addition of Amy Jackson, Landscape Specialist, they were looking at how to mow less by developing urban prairies in part of the park. Scott shared that he had recently been on the dog park side and there were several cars from out of state, showing that they were definitely finding the park. David inquired as to how far into the park floods reached. Cindy stated that the entire park has been submerged many times, with the bathrooms being the high point in the park, although water has gotten into the bathrooms in previous years as well. Cindy added that the only area in the park not impacted by flooding has been the tennis court area. Bob questioned if it would be possible to include in a flood plan a proposal to remove part of the gravel that has washed into the area since it was creating a lot of the issues. Clark asked how high the flood water had gotten during this particular event. Cindy stated that they did not know since it had occurred in the middle of the night, but it had receded quickly. Clark added that he had been down at Stockstill recently and there were a lot of families utilizing the park, and he encouraged the group to consider moving the playground, adding that people need a draw to want to use the park. Cindy explained that she could not move the current playground, which was installed in 1994, as it is not compliant with current standards. She stated that large changes were made to the park after the flood in 2017, which saw the softball fields and the large playground removed due to repetitive flooding and the associated costs. Fortunately, a grant, in combination with city funding and community partners, allowed for the new inclusive playground to be added at the RecPlex. Clark then stated that many cities had playgrounds in flood plains and he would encourage staff to reach out to them and see how that made it work. Julie then asked about having something on the other side of the bridge by the dog park. Cindy stated that they had looked at that before but the parking was limited and the proximity of the railroad tracks could be an issue. She had received feedback from parents that they would prefer to see a playground at a different park as opposed to that location. Bob then encouraged Cindy to talk to Kirby Dieterman in the Engineering Department about the creek issue, explaining that while we understood the rules, if we were able to make some alterations and remove some of the rock, we might be able to reduce some of our future issues.

5. The next item on the agenda was a discussion on the Parks Analysis and Vandalism Report. Cindy shared with the board that vandalism at city parks had been on the rise, and that the Police Department had compiled statistical data and placed it in charts for better tracking. Cindy went on to say that they had proactively taken steps in almost all the parks to try and curb the issues, especially Stockstill Park. Julie stated that Stockstill Park looked really good after the recent clearing was performed. Jason reported that additional lighting was placed in the park as another step to deter vagrant behavior. Scott inquired about the hours at Stockstill Park and questioned if maybe the hours could be altered to help deter some of the issues. Cindy stated that they had looked at hours previously and had recently posted signage regarding hours for the public restrooms, closing them earlier as the weather changes and it gets darker earlier to be more

proactive. Scott stated that it would make sense to do so. Bob noted that it would help with safety issues not only for the public but for the parks staff as well, adding sometimes you have to make small sacrifices for the safety of everyone. Cindy then encouraged the board to continue thinking on the topic and they would discuss it more as a board in future meetings. Jason concluded this item by sharing that Chief Jeff Mathews with the Branson Police Department had been great to work with and that relationship was an asset to the Parks Department.

6. The next item on the agenda was the recreation update. With no additional comments the board moved on to member's reports.

Member's Report

1. Andrew Brown stated that since the RecPlex was short on space for indoor tournaments he wondered if anyone had looked into using the old K-Mart building. He stated that it was very large and could possibly just need cleaned up and re-doing of the floor. Cindy stated that it was an interesting idea, and that she had not heard that location discussed during meetings with the CVB but that she would definitely pass it along. Bob added that it might require a change in ordinance and that there could be other interests in the building.
2. Clark Harris shared that he also chaired the Planning and Zoning Committee and that they too were a very forward thinking group and that they may be a group to partner with for future projects.
3. Julie Wolfe shared that the new steps at Branson North Park were really nice. Cindy stated that the Neighborhood Grant that Branson North had received was extremely beneficial in the completion of that project.
4. David Parish shared that he recently attended National Night Out and heard a lot of great compliments about the parks.
5. Jamie Whiteis shared that Tanger Outlets recently converted all the parking lot lights to LED. Jamie also suggested that the old Table Rock Acres community building behind Lawrence Welk would make a great park for that area, which currently does not have a park. Clark added that Joel Hornickel and Curtis Copeland at City Hall could have demographic information showing where people are living in comparison to where current parks are located as a way to continue to explore opportunities for additional parks in the future.
6. Scott McCaulley stated that we wondered if there would be a way for the public to submit their dog's shot records online as a way to help the process. Cindy stated that they would look into it.

Jamie made a motion to adjourn. Andrew seconded the motion. All were in favor.

Meeting adjourned 6:35pm

MINUTES

JOINT MEETING OF
THE BUDGET & FINANCE COMMITTEE &
CAPITAL IMPROVEMENTS COMMITTEE
CITY OF BRANSON, MISSOURI
OCTOBER 31, 2019

1) CALL TO ORDER.

The joint meeting between the Finance Committee and Capital Committee of the City of Branson, Missouri met for a meeting in the Courtroom of the Branson City Hall on October 31, 2019, at 9:00 a.m.

2) ROLL CALL.

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

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

Also present were: Finance Director Jamie Rouch, Assistant Finance Director Stacy McAllister, Financial Analyst Melissa Sill, Planning and Development Director Joel Hornickel, Utilities Director Mike Ray, Public Works and Engineering Director Keith Francis and Lisa Marshall with the Taney County Health Department.

FINANCE COMMITTEE REGULAR REPORTS:

3A) MINUTES OF SEPTEMBER 26, 2019.

Alderman Bob Simmons asked for a motion approving the minutes of September 26, 2019. Pamela Yancey moved to approve, seconded by Rod Romine. Ayes: 5. Noes: 0. Motion carried.

3B) MONTHLY SALES & TOURISM TAX REPORTS.

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

3C) FINANCIALS: MONTHLY UNAUDITED FINANCIALS FOR SEPTEMBER 2019.

Finance Director Jamie Rouch went over the unaudited financials for September 2019.

4) REVIEW OF DISBURSEMENTS & APPROVAL OF DISBURSEMENTS \$50,000 AND OVER (SEPTEMBER / OCTOBER 2019) AND OUTSTANDING CAPITAL DISBURSEMENTS.

Discussion was held. City Administrator Stan Dobbins moved to acknowledge receipt and review of the disbursements, seconded by Alderman Larry Milton. Ayes: 5, Noes: 0. Motion carried.

CAPITAL COMMITTEE REGULAR REPORTS:

5) MINUTES OF SEPTEMBER 10, 2019.

Alderman Bob Simmons asked for a motion approving the minutes of September 10, 2019. Alderman Brian Clonts moved to approve, seconded by Michael Pinkley. Ayes: 5. Noes: 0. Motion carried.

6) FINANCE COMMITTEE: 2019 NEIGHBORHOOD GRANT DISCUSSION.

Planning and Development Director Joel Hornickel explained the neighborhood grant application from Hiawatha Heights requesting \$150.00. Joel explained that staff recommends the full amount of \$150.00 to be awarded. Discussion was held. Pamela Yancey moved to approve staff's recommendation, seconded by City Administrator Stan Dobbins. Ayes: 5. Noes: 0. Motion carried.

7) FINANCE COMMITTEE: HEALTH DEPARTMENT FEES DISCUSSION.

Lisa Marshal with the Taney County Health Department explained the presented Health Department fees to be increased. Discussion was held. Rod Romine moved to recommend approval of the presented fees to the Board, seconded by Pamela Yancey. Ayes: 5. Noes: 0. Motion carried.

Alderman Bill Skains left the meeting at 9:57 a.m.

8) CAPITAL COMMITTEE: CHANGE ORDER DISCUSSION.

Public Works and Engineering Director Keith Francis explained the presented change order. Alderman Brian Clonts moved to approve, seconded by Alderman Larry Milton. Ayes: 4. Noes: 0. Motion carried.

9) ADDITIONAL CAPITAL ITEMS FOR FY2020 BUDGET.

Finance Director Jamie Rouch explained the additional capital items added to the FY2020 budget for the committees to score.

Pamela Yancey left the meeting at 11:16 a.m.

10) CONSTRUCTION STATUS REPORT.

Utilities Director Mike Ray went over the Utilities portion of the report and Public Works and Engineering Director Keith Francis went over the Engineering portion.

11) PROJECT STATUS REPORT.

Jamie Rouch explained the project status report.

12) FINANCE DIRECTOR'S REPORT.

Jamie Rouch reminded the Committees of the upcoming budget approval dates.

13) ADJOURN.

Budget & Finance Committee: Alderman Bob Simmons asked for a motion to adjourn. Alderman Larry Milton moved to adjourn, seconded by Rod Romine. Ayes: 4, Noes: 0.

Capital Improvements Committee: Alderman Bob Simmons asked for a motion to adjourn. Michael Pinkley moved to adjourn, seconded by Alderman Brian Clonts. Ayes: 4, Noes: 0.



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING AMENDMENTS TO THE CITY OF BRANSON'S HUMAN RESOURCES MANUAL.

INITIATED BY: HUMAN RESOURCES

FIRST READING: DECEMBER 10, 2019 **FINAL READING:** JANUARY 14, 2020

EXECUTIVE SUMMARY:

- This bill is an update to the Human Resources Manual Definitions and Articles 6, 7, 8 and 13 to better articulate the process around employment. This takes into consideration the online applicant tracking system, updates in examination requirements, and clarification in ending employment, and establishing a means for former employees to return to work with the City.
- As a courtesy update to the Board because it approves Articles only, the City Administrator has authorized that Rules 10, 12 and 19 be updated as well.
- Rule 10 is an update to the Substance Abuse Policy to include clarification of process and addressing medical marijuana.
- Rule 12 is an updated version of the Equal Opportunity Employment policy following a model as recommended by the Society of Human Resource Management (SHRM).
- Rule 19 is an update to the Employee Health and Wellness Incentive Program whereby there is an additional layer for redress of undesirable tier placement outcomes for nicotine and giving the employee the opportunity to appeal directly to the City Administrator if the Human Resources Committee recommendation is unfavorable.

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.

COMMUNITY: 1.2.8 Continue to maintain public facilities to ensure the public safety of guests, including public streets and sidewalks.

ATTACHED EXHIBITS:

Exhibit A: Rule 10, Substance Abuse Policy; Exhibit B: Rule 12, Equal Opportunity Employment Policy; Exhibit C: Rule 19, City Health and Wellness Incentive Program; Exhibit D: 07-17-19 Human Resources Committee Minutes; Exhibit E: 09-18-19 Human Resources Committee Minutes

CITY OF BRANSON, MISSOURI
ADMINISTRATIVE RULES

RULE NUMBER 10 REFERENCING ARTICLE 19 OF THE HUMAN RESOURCES MANUAL
AMENDED 7-13-2011, 7-10-2012, 1-22-2013

A RULE PERTAINING TO SUBSTANCE ABUSE POLICY

Section 1. Purpose and Application of Policy

The purpose of this policy is to set consistent and clear guidelines for the handling of circumstances which may involve or be the result of substance abuse by a City employee. Through implementation of this Policy, the City intends to provide a drug and alcohol free working environment for its employees, and thereby enhance the ability of City employees to deliver safe and efficient service to the community. In appropriate cases, disciplinary action will be taken in accordance with the provisions of this policy and other Human Resources rules and regulations.

The provisions of this Policy shall apply to all employees of the City and to all applicants for positions with the City. The City of Branson shall apply this policy in a manner which is consistent with its obligations under state and federal law.

Section 2. Responsibility of the Employee

It is the individual responsibility of each employee and applicant for employment to read, understand, and abide by the provisions of this policy. Any questions about the application of this policy may be directed to the Human Resources Director.

- A. Employees with substance abuse problems are personally responsible for seeking evaluation and undertaking rehabilitation. The City encourages employees to seek help through the Employee Assistance Program, which will be administered in a manner to provide confidentiality for those who seek treatment. Any employee who is aware that they may have an issue or problem with alcohol and/or drugs and who voluntarily discloses this to their supervisor, or the Human Resources Director, or voluntarily seeks treatment through the Employee Assistance Program for their problem shall not be subject to discipline for having admitted that they have a problem, nor for seeking treatment for such a problem.
- B. Those employees who use and/or abuse alcohol and/or drugs which result in job performance issues, safety issues, testing positive for drugs and/or alcohol, etc., will place their jobs in jeopardy. Employees who do not voluntarily seek help through the Employee Assistance Program place their employment with the City in jeopardy. In the event a concealed substance abuse problem adversely affects job performance, causes or contributes to misconduct either on or off duty, or causes the employee to become involved in criminal activity or proceedings, the employee will be subject to formal discipline as outlined in the Administrative Rule relative to corrective and disciplinary actions.

- C. Employees who are ordered to seek treatment for substance abuse problems through the Employee Assistance Program will still be held accountable for any violations of City policy and will be subject to formal discipline for actions which are in violation of City policy.

Section 3. Responsibility of the City

The official policy of the City shall be to encourage and assist City employees in voluntarily seeking treatment for substance abuse problems through the Employee Assistance Program. In appropriate cases, as an alternative to or in conjunction with formal disciplinary proceedings, an employee may be ordered by their Director, the Human Resources Director, and the City Administrator, to seek assistance for substance abuse problems through the Employee Assistance Program.

Section 4. Definitions

Alcohol Test: shall refer to testing of a sample of breath, saliva or blood to determine the percentage by weight of alcohol in the blood of the tested subject.

Accident*:

- A. An occurrence while driving on behalf of the City conducting City business, or involving a City-owned vehicle which results in:
 - 1. a fatality, or
 - 2. any person involved in the accident receives bodily injury which requires immediate medical treatment away from the scene of the accident, or
 - 3. any vehicle involved in the accident receives disabling damage requiring tow away.
- B. A workplace incident that results in property or environmental damage over \$250, or personal injury (including but not limited to a fatality or human injury requiring medical treatment). Any employee whose performance either contributed to the incident or cannot be discounted as a contributing factor to the incident.

* for DOT regulated employees, please see definition under Section 8.

Applicant: in connection with pre-employment testing, shall refer to an applicant who has been given a conditional offer of employment.

Controlled Substance, Deliver, Drug, Drug Paraphernalia, and Manufacture: as used herein, shall have the same meanings as set out in Chapter 195, RsMo.

Controlled Substance and Drug: as used herein, shall in all instances include prescriptive drugs, unless specifically excluded.

Drug Test: shall primarily refer to a urinalysis test, consisting of an initial screening test followed by a confirmation test if the results of the initial screening test are non-negative. Other testing methodologies (saliva, blood, etc.) may be used for non-DOT regulated tests.

Employee: any individual appointed and hired to a position in the City service.

CDL Position: shall include all positions in which the employee is required as a part of his duties to operate a commercial motor vehicle or motorized heavy equipment such as dump trucks, solid waste packer trucks, street sweepers, tank trucks, or any other type of heavy duty self-propelled equipment requiring a CDL to operate, excluding automobiles and pickup trucks.

Intoxicants: shall include any beverage or substance containing alcohol.

Qualified Patient Identification Card: an identification card authorizing the legal use and possession of medical marijuana issued by the Department of Health and Human Services (DHHS) to an individual suffering from a qualifying medical condition as outlined by state law and certified by a licensed practicing physician.

Safety Sensitive Positions: shall include all (a) law enforcement officers; (b) police communications employees; (c) firefighting employees; (d) positions involved in the treatment and delivery of water to the customers and the treatment and delivery of quality wastewater effluent to Lake Taneycomo, i.e. Plant Operators; (e) lifeguards; and (f) the City Administrator.

Reasonable Suspicion: shall refer to a suspicion based upon objective facts and circumstances from which an ordinarily careful and prudent supervisor could conclude that an individual is in possession of or under the influence of drugs or alcohol while on City property or while on duty. Circumstances which constitute a basis for determining reasonable suspicion include, but are not limited to: (a) a pattern of abnormal or erratic behavior while on duty; (b) information provided by a reliable and credible source; (c) direct observation of drug or alcohol possession or use; (d) presence of the physical symptoms of drug and alcohol use, such as glassy or bloodshot eyes, odor of intoxicants on breath, slurred speech, poor balance, poor coordination, or impaired reflexes; (e) admission of possession or use of drugs or alcohol by the employee. For an employee to be tested under reasonable suspicion, two supervisors must agree on the objective facts and circumstances as outlined above.

Section 5. Prohibited Acts and Disciplinary Actions

- A. Grounds for disciplinary action or denial of employment: Applicants for employment may be denied employment, and employees may be subject to disciplinary action up to and including dismissal from employment, for commission of any of the following acts:
- (1) Reporting for work, performing work, or applying for work while under the influence of illegal drugs, prescription drugs, or intoxicants.
 - (2) Using, selling, possessing, manufacturing, or delivering controlled sub-

stances or drug paraphernalia at any time or place except in cases where such activity is permitted or required in the line of duty, whether on or off duty.

- (3) Consuming, under the influence of, or possessing intoxicants while on duty or on City property.
- (4) Providing or selling intoxicants to any other person while on duty, except in cases where such activity is permitted or required in the line of duty.
- (5) Testing positive for the presence of drugs or alcohol following completion of testing procedures authorized by this policy.
- (6) Failing or refusing to submit a test sample within a reasonable time but not more than three hours after the time a request for a test sample was made, causing or attempting to cause alteration of a test sample, submitting or attempting to submit a false test sample, or otherwise obstructing the process of testing for the presence of drugs or alcohol.

B. Termination is specifically authorized when:

- (1) Law enforcement has informed Human Resources that the employee has sold or attempted to sell controlled substances, whether on or off duty.
- (2) Law enforcement has informed Human Resources that the employee has possessed or has manufactured a controlled substance under circumstances that create reasonable inference that the employee intended to sell the controlled substance, whether on or off duty.
- (3) The employee has used, or has been found to be in unauthorized possession of, illegal drugs while on duty or on City property; or the employee has been found to be on duty or on City property while under the influence of illegal drugs, prescription drugs, or intoxicants.
- (4) The employee has failed or refused to submit a test sample within three hours after the time a request for a test sample was made, has caused or attempted to cause the alteration of a test sample, or has submitted or attempted to submit a false test sample following a request for submission of a test sample.
- (5) The employee has previously been ordered by the appointing authority to seek treatment for a substance abuse problem through the Employee Assistance Program or any treatment facility, and has subsequently committed a new offense involving substance abuse which would constitute grounds for discipline under the provisions of this policy.

- (6) The employee refuses or fails to attend or complete treatment as ordered by City Administration.

C. Disciplinary action shall be independent of all other proceedings:

Disciplinary action which may be undertaken pursuant to this policy and the provisions of the Human Resources Manual and Administrative Rules shall constitute an independent administrative action against the employee involved, and shall not be dependent upon or controlled in any manner by any other civil, administrative, or criminal proceedings which are or may be instituted against the employee.

Section 6. Testing for the Presence of Alcohol or Drugs; When Authorized and What Substances Will Be Tested For

A. Pre-employment testing: Effective as of the date of the adoption of this policy:

- (1) A copy of this policy shall be provided to each applicant who has been given a conditional offer of employment, who shall sign and date the "receipt of Substance Abuse Policy and Consent to Drug and Alcohol Testing" form, which shall then be made a permanent part of the applicant's file. This form shall be competent evidence in any subsequent proceedings that the applicant who has been given a conditional offer of employment has received notice of the provisions of this policy and has consented to testing under the provisions stated herein. A refusal by any applicant who has been given a conditional offer of employment to execute this form shall constitute grounds for denial of employment. Alcohol and drug tests are considered to be medical examinations and, under the Americans With Disabilities Act, may only be conducted after an offer of employment has been extended.
- (2) All applicants who have been given a conditional offer of employment shall be subject to mandatory testing for the presence of drugs and alcohol in accordance with the testing procedures herein set out, except that City Employees who apply for such positions and who have successfully completed testing as a condition of employment with the City shall not be subject to retesting under this subsection. Those applicants shall be required to undergo drug and alcohol testing, and negative results from the testing must be received, before the conditional employee begins work as an employee. The testing provisions of this section shall not apply to the promotion or transfer of the safety sensitive position employee within his own department.
- (3) Applicants who test positive for the presence of drugs or alcohol will be denied employment pursuant to the provisions of this policy.

B. Testing of current employees: Effective as of the date of the adoption of this policy:

- (1) A copy of this policy shall be provided to every City employee, and each employee shall be required to sign and date a receipt form, which shall then be made a permanent part of the employee's personnel file. This form shall be competent evidence in any subsequent proceedings that the employee has received notice of the provisions of this policy.
 - (2) Current employees in safety sensitive positions shall be subject to random drug and alcohol testing. Details regarding random drug and alcohol testing are located in Section 8 of this policy.
 - (3) All current City employees not included in subsection (2) above shall be subject to testing for the presence of drugs, including prescription drugs, and alcohol upon reasonable suspicion that the employee is under the influence of drugs or alcohol while on duty, and post-accident. A request for the testing of an employee may be initiated by any supervisor who has a reasonable suspicion that the employee is under the influence of drugs or alcohol while on duty. Requests for testing shall be submitted to the Human Resources Director and testing shall be authorized if the request is approved by the Human Resources Director and the City Administrator, following review of the request.
 - (4) An employee who has been ordered to access the Employee Assistance Program for possible drug and/or alcohol issues shall be subject to unannounced testing for the presence of drugs or alcohol during the twelve-month period following the date of the notice of referral to the EAP.
- C. Substances and levels to be tested for will be per current U.S. Department of Health and Human Services mandatory guidelines. Testing may be administered to detect the presence and concentration of any substance which acts on the central nervous system as a stimulant, a depressant, or has a dis-associative effect.

Drugs not otherwise included in the preceding categories will be tested to the concentration levels for which testing is customarily accurate, as stated in the manufacturer's specifications for the particular test kit or method to be used.

Section 7. Testing Procedures; Discipline Which May Be Imposed for Confirmed Positive Test Results; Mandatory and Voluntary Referral to Employee Assistance Program

- A. The Testing Agency: Drug testing shall be performed by an independent certified HHS laboratory of the City's choice. All testing shall be performed in accordance with currently accepted scientific standards. Due care shall be taken by the testing agency to respect the dignity and privacy of the individuals required to give test samples. The testing agency shall be responsible for maintaining appropriate chain of custody procedures for all test samples.

- B. Confidentiality of Testing Information: All information regarding the testing of applicants and employees **prior to a final determination of a “negative” or “positive” result** shall be confidential. **Pre-final determination testing** information is authorized to be released only on a strict need-to-know basis to the Human Resources Director, City Administrator, City Attorney, and to the Board of Aldermen upon request of the Board; and the tested employee upon request. Disclosure without employee consent is authorized if: (a) production of the information is compelled by law, or by judicial administrative process, (b) **the MRO has made a confirmation of a “positive” test result and** the information has been placed at issue in a formal dispute between the City and the employee, or (c) the information is needed by medical professionals for the diagnosis or treatment of the employee, and they are unable to authorize disclosure.
- C. Confirmation of Test Results: If the results of an initial laboratory screening of a donor’s primary (“A”) urine specimen is a non-negative, the laboratory will conduct a second test, referred to as a confirmation test, using Gas Chromatography/Mass Spectrometry (GC/MS). If the GC/MS test confirms a positive result, the positive result will be forwarded to the City’s MRO. The MRO will follow standard MRO review protocol and make a final decision regarding the results of the test (positive or negative). If the MRO releases the result as positive, the donor may, at their own expense, request the “split” (or “B”) specimen be sent to another qualified laboratory for additional testing.
- D. Consequences of a confirmed positive test result:
- (1) Job Applicants: Job applicants will be denied employment with the City if an initial positive test result has been confirmed by the GC/MS test.
 - (2) Current Employees: An employee whose positive GC/MS confirmation test is confirmed positive by the MRO is subject to disciplinary action up to and including termination in accordance with the provisions of this policy.
- E. Mandatory Referral to the Employee Assistance Program: As an alternative to, or in conjunction with, formal disciplinary proceedings which will be instituted against an employee for a violation of the provisions of this policy, an employee will be offered the opportunity to seek assistance for a substance abuse problem through the Employee Assistance Program. The City Administrator is authorized to suspend the imposition of formal discipline (dismissal, demotion, reduction in compensation, suspension without pay) for a period not to exceed one year, pending the successful completion of assessment, counseling, and rehabilitation by the employee. Written notice of mandatory referral to the Employee Assistance Program shall be given to the employee. In the event the employee does not complete assessment, counseling, and/or rehabilitation the appointing authority may, within the one-year period following the date of written notice of mandatory referral to the EAP, impose such formal discipline as is authorized under this policy and the Human Resources Manual.

- F. **Expungement of Drug and Alcohol Testing Records:** Upon written request by the tested employee, all records relating to a request for and the results of drug or alcohol testing may be expunged from an employee's file and destroyed if the results of the testing do not show a substance concentration at or above the levels set out in this policy. If the employee who has been tested has filed an appeal with the City Administrator through the Human Resources Director, the records shall be preserved until the conclusion of all proceedings arising out of the appeal.

Section 8. Random Drug and Alcohol Testing for Certain Employees

The purpose of this section is to define testing procedures for employees involved in an accident, and random testing for those employees in safety sensitive positions, and to establish compliance with the Federal Highway Administration and the United States Department of Transportation regulations by requiring random drug and alcohol testing for those employees holding a Commercial Driver's License (CDL). This section sets forth additional requirements as they relate to the substance abuse policy, and testing and reporting, as regulated by the above agencies.

- A. **Definitions:** The following definitions are offered as a part of this attachment in addition to any definitions included in Section 4 of this Administrative Rule:

Accident (for DOT regulated employees): means a vehicular accident involving a City-owned Commercial Motor Vehicle (GVW of 26,001# or greater) which results in:

- (1) a fatality; or
- (2) the driver of the CMV is issued a citation, AND:
 - a. any person involved in the accident receives bodily injury which requires immediate medical treatment away from the scene of the accident, or
 - b. any vehicle involved in the accident receives disabling damage requiring tow away.

CDL Driver/Operator: includes all employees whose positions may involve driving or operating a commercial motor vehicle and require possession of a CDL.

Commercial Motor Vehicle: is one that either: (1) has a gross vehicle weight of over 26,001 pounds (including combined weight if towed unit weighs over 10,000 pounds); (2) is designed to transport 16 or more persons, including the driver; or (3) is used to transport hazardous materials.

Drugs: for the purposes of this section, "drugs" refers to any drugs referred to in Section 6.C. of this policy.

Medical Review Officer: is a licensed physician (Doctor of Medicine or Osteopathy) who meets the requirements of 49, CFR, Part 40.121. The responsibilities and procedures of the MRO are detailed in 49 CFR, Part 40, Subpart G.

Substance Abuse Professional (SAP): is a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor, as defined by the Department of Transportation regulations, with the knowledge of and clinical experience in

the diagnosis and treatment of alcohol and drug-related disorders. The SAP is responsible for evaluating employees with positive test results. **Employees are solely responsible for the costs associated with SAP.**

B. Additional Prohibited Conduct: The following conduct regarding alcohol and drug use or abuse is prohibited for employees covered by this section, in addition to the requirements of Section 5:

- (1) An employee may not operate a commercial vehicle or report for duty in a safety sensitive position within four hours after using alcohol.
- (2) An on-call employee who consumes alcohol within four hours of being called in must acknowledge the use of alcohol and may not report for duty.
- (3) An employee required to take a post-accident alcohol test may not use alcohol for eight hours following the accident, or until a post-accident alcohol test is given, whichever comes first.
- (4) If an employee is taking prescription or over-the-counter medication that may impair their ability to perform their duties safely and effectively, they must seek the advice of a physician to insure that the substance does not adversely affect their ability to safely operate a commercial vehicle or perform in a safety sensitive position. If the employee's ability to perform their duties may be impaired, a written notice from the physician must be provided with respect to the effects of such substances.
- (5) Alcohol testing may only be conducted before, during or after the performance of a safety-sensitive function. Reporting to work and being available to perform a safety-sensitive duty is considered "before" for the purpose of this part. If removed from duty based on reasonable suspicion of alcohol use and an alcohol test is not administered within eight hours, the employee will not be allowed to perform or continue to perform covered functions until: (1) an alcohol test is administered and the breath alcohol concentration measures zero; or (2) 24 hours have elapsed following determination that there is reasonable suspicion to believe that the employee has violated this policy concerning the use of alcohol.
- (6) Following an accident, as defined above, the driver is required to submit to alcohol and drug tests. Testing should occur **as soon as possible, preferably within two hours**. If alcohol testing is not conducted within 2 hours of the accident, the City shall continue to attempt an alcohol test, but shall also prepare and maintain a record stating the reason the test was not conducted promptly. An attempt to conduct the alcohol test must cease if the alcohol test is not conducted within 8 hours of the accident. An attempt to conduct a drug test must cease if the drug test is not conducted within 32 hours of the accident.

- (7) An employee subject to post-accident testing must remain readily available for such testing and may not take any action to interfere with testing or the results of testing. Employees who do not comply with post-accident testing requirements will be considered to have refused to submit to testing and will be subject to sanctions for refusal to test as provided in this policy.
- (8) Employees covered by this section will be subject to random, unannounced alcohol and drug testing.
- (9) Employees who have violated this policy, including those who have tested positive on a drug or alcohol test, and who under discipline policy are allowed to return to work, must test negative prior to being released for duty. A return to duty test following alcohol misuse must yield a negative test result..
- (10) An employee who is referred for assistance related to alcohol misuse and/or use of drugs is subject to unannounced follow-up testing for a period not to exceed 60 months as directed by a Substance Abuse Professional and the City. The number and frequency of follow-up testing will be determined by the SAP, but will not be less than six tests in the first 12 months following the employee's return to duty.
- (11) If a person is to be hired into a CDL position subject to this section and during the previous 3 years has worked in a position subject to this section, the person must authorize a request of all employers of the person within the last 3 years to release information on (1) positive alcohol or drug tests; and/or (2) refusal to be tested. This information must be requested before the person is employed by the City. However, if the information has not arrived by the anticipated start date, and if the person has passed the pre-employment drug test, the person may be hired. If the information has not been received within 30 calendar days, and a documented good faith effort to obtain the information has been made, the Human Resources Department will go ahead and allow the person to function in the covered duties. If the information obtained from previous employers indicates either a positive test or that a refusal to be tested occurred within the past 3 years, that person will not be permitted to perform covered duties unless subsequent information indicates that an evaluation by a SAP was made and return to duty testing was administered.
- (12) Records relating to drug and alcohol testing for employees covered by this section shall be retained on the following schedule:
 - a. Records of negative and canceled drug test results and alcohol test results with a concentration of zero shall be maintained for a minimum of 1 year.
 - b. Records related to alcohol and drug collection process and training shall be maintained for a minimum of 2 years.

- c. Records of alcohol tests indicating an alcohol concentration of greater than zero; records of verified positive drug test results; documentation of refusal to take required alcohol and/or drug tests; evaluations and referrals; and copies of annual reports, shall be kept for a minimum of 5 years.
- (13) Records for employees covered by this section shall not be released except (1) upon written request of the employee; (2) upon written authorization by the employee, records will be disclosed to a subsequent employer subject to use as specified by the employee; (3) upon specific, written authorization by the employee, records will be released to an identified person, for use only as specified by the employee; or (4) records may be disclosed to a decision-maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee, including, but not limited to, a worker's compensation, unemployment compensation or other proceeding relating to a benefit sought by the employee.
- (14) Any employee covered under this section engaging in prohibited conduct, receiving a confirmed and/or verified positive drug test, or receiving an alcohol test result of .02 or greater, shall be subject to the full range of disciplinary action, including termination, depending on the seriousness of the prohibited conduct.
- (15) If the employee is not terminated for policy violations, and the employee had a breath alcohol concentration of .02 -.039, then the employee shall be removed from covered duties for at least 24 hours.
- (16) If the employee is not terminated for policy violations, and the employee was confirmed and or verified positive for drugs or had an alcohol test that indicated a blood level alcohol of 0.04 or greater from a random, reasonable suspicion, return-to-duty, follow-up, or post-accident test, or engaged in prohibited conduct, the employee shall be immediately removed from performance of the covered duties. The employee will not be permitted to return to work unless they (1) have been evaluated by a qualified SAP; and (2) if recommended by the SAP, has properly followed any rehabilitation prescribed; and (3) have a verified negative result on a return-to-duty alcohol and/or drug test.
- (a) While the employee is off work during the rehabilitation prescribed by the SAP, they will be required to utilize any accrued time they have accumulated. Please refer to Article 17, Section 13 in regards to suggested utilization of accrued time. When/if that accrued time is all utilized, then the remainder of the time they are off work shall be unpaid.

Section 9. Medical Marijuana

The purpose of this section is to describe medical marijuana and to provide employees with guidelines to follow with respect to its legal use.

Medical marijuana was legalized in the state of Missouri in 2018 by a vote of the people to amend the state constitution. Medical marijuana uses the marijuana plant or chemicals in it to treat diseases or conditions like Alzheimer's disease, cancer, Crohn's disease, epilepsy, glaucoma, chronic pain and other ailments. It is essentially the same product as recreational marijuana, only the intention was that it is to be taken for medical purposes only and it requires the possession of a Qualified Patient ID card issued by DHHS.

The marijuana plant contains more than 100 different chemicals called cannabinoids. Each one has a different effect on the body. Delta-9-tetrahydrocannabinol (THC) and cannabidiol (CBD) are the main chemicals prevalent in medical marijuana. THC is what produces the "high" people feel, and CBD provides pain relief and other effects when marijuana is smoked, eaten (infused in foods or candy), vaped, applied in a lotion, or when drops are placed under the tongue.

It is important to note that CBD products, along with medical marijuana, may not have been regulated in such a manner as prescription medications have been. As such, products claiming to be free from THC may actually have enough THC to register non-negative or positive in a drug test. Use of CBD products that may contain THC, whether known or unknown, is not a valid exemption for a non-negative or positive THC test result.

It is also important to understand that marijuana can be detected in a drug test, depending upon the dose received, for up to three days for an occasional user and more than 30 days for a heavy user. Drug testing cannot discern medical marijuana or CBD products from recreational marijuana, and all will be evaluated by the same measure.

The side effects of medical marijuana are bloodshot eyes, dizziness, fast heartbeat, low blood pressure, and it can also affect judgement and coordination, which could lead to accidents and injuries. These attributes can trigger a reasonable suspicion drug test.

A. Prohibited Conduct

1. Employees in safety-sensitive positions are prohibited from being at work under the influence of medical marijuana, as is the case for any other controlled substance.
2. Employees are prohibited from possessing medical marijuana while at work, nor can they possess it anywhere on City property or in any City vehicle.
3. Employees in non-safety-sensitive positions are prohibited from operating any vehicle, heavy equipment, other potentially dangerous machinery, or otherwise perform any function that could impact the health, safety and wellbeing of themselves or others while at work and while under the influence of medical marijuana.

B. Employment Requirements

1. Candidates for employment who test positive for marijuana in any pre-employment drug screening must possess his or her own Qualified Patient ID card to be eligible for employment in a non-safety sensitive role and must have asked for a specific accommodation for such use prior to the drug testing. If such candidate tests positive for medical marijuana without a Qualified Patient ID card and without having asked for accommodation before such drug testing occurs, he or she will not be eligible for employment.
2. Being able to work in a constant state of alertness (outside of normal sleep periods for firefighters) and in a safe manner are essential abilities for all safety sensitive positions with the City of Branson. Candidates who test positive for marijuana in any pre-employment drug screening who have applied for safety sensitive positions are not eligible for employment.

C. Medical Marijuana Use

1. Any employee who has been issued a Qualified Patient ID card must report it to Human Resources prior to beginning their next work shift.
2. Employees in safety-sensitive roles who test positive for marijuana under reasonable suspicion, post-accident or authorized random drug testing while at work face disciplinary action, up to and including termination of employment. Employees in non-safety-sensitive positions who test positive for marijuana under reasonable suspicion or post-accident drug testing while at work who do not have a valid Qualified Patient ID card reported and on file in Human Resources face disciplinary action, up to and including termination of employment.

Section 10. Appeal Rights

An employee who receives formal discipline (dismissal, suspension without pay, demotion, or reduction in compensation) for violation of the provisions of this policy is entitled to the appeal rights granted in the Human Resources Manual and Administrative Rules.

The above Administrative Rule is hereby established and adopted in accordance with the Human Resources Manual of the City of Branson, Missouri.

Stanley E. Dobbins, City Administrator

Date

Adopted January 1, 2010

CITY OF BRANSON, MISSOURI
ADMINISTRATIVE RULES

RULE NUMBER 12 REFERENCING ARTICLE 21 OF THE HUMAN RESOURCES MANUAL
AMENDED 7-10-2012, 12-10-2019

A RULE PERTAINING TO EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

Section 1. Goal

It is the goal of the City of Branson to ~~afford equal employment opportunities to all individuals. Therefore, it is the policy of the City to provide equal opportunity in employment and advancement and to administer its employment practices without regard to race, color, religion, sex, age, national origin, marital status, military status, disability, or any other characteristic protected by law.~~ **provide equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, state or local laws.**

Section 2. Policy

It is the policy and intent of the City to:

- A. Recruit, hire, train and promote persons in all job classifications without regard to race, color, religion, age, sex, national origin, marital status, military status, **protected veteran status, disability status, genetics, sexual orientation, gender identity or expression,** or any other characteristic protected by law.
- B. Base decisions on employment so as to further the principles of equal employment opportunity.
- C. **Ensure** that promotion decisions are in accord with principles of equal employment opportunity by imposing only valid requirements for promotional opportunities so that promotions shall be based solely upon each individual's qualifications for the position to be filled.
- D. **Ensure** by periodic inspection that all other **H**uman **R**esources actions such as compensation, benefits, transfers, reductions in force (RIFs), return from RIFs, corrective actions or disciplinary measures, City-sponsored training, tuition assistance, and social and recreational programs, will be administered without regard to race, color, religion, age, sex, national origin, marital status, military status, disability, **disability status, genetics, protected veteran status, sexual orientation, gender identity or expression,** or any other characteristic protected by law.

- E. Undertake a program to make widely known, especially to minorities and women, that equal employment opportunities are available on the basis of individual merit and to actively encourage all persons to seek employment and to strive for advancement on this basis.

Section 3. Implementation and Enforcement

It is the intent of the City that this policy shall be implemented and enforced the same as any other policy of the City. Any employee who willfully violates any provision of this policy shall be subject to disciplinary action **progressive discipline, up to and including termination of employment as described in Rule 4 of this manual.**

The above Administrative Rule is hereby established and adopted in accordance with the Human Resources Manual of the City of Branson, Missouri.

Stanley E. Dobbins, City Administrator

Date

Adopted October 25, 2011

CITY OF BRANSON, MISSOURI
ADMINISTRATIVE RULES

RULE NUMBER 19 REFERENCING ARTICLE 27 OF THE HUMAN RESOURCES MANUAL
AMENDED 12-13-2011, 7-10-2012, 1-22-2013, 5-28-2019, 12-10-2019

A RULE PERTAINING TO THE CITY EMPLOYEE HEALTH AND WELLNESS INCENTIVE PROGRAM

Section 1. General

The City of Branson is committed to the health and wellness of all its employees. Therefore, in 2012 the City implemented a voluntary Health and Wellness Incentive Program to invest in its most valuable asset: the employees. Since the inception of the Health and Wellness Incentive Program, the City has seen aggregate data that indicates employees are getting healthier.

Section 2. Purpose

A significant portion of the healthcare costs incurred by working adults are attributed to modifiable behaviors like tobacco and nicotine use, poor diet, and lack of exercise. Programs that promote health and wellness, and nicotine abstinence, are positive ways to have healthier employees and to provide additional discounts to employees for lower healthcare costs that go above and beyond the base discounts that all employees enjoy.

Section 3. Policy

The City offers employees a three-tier discount program based on Health and Wellness participation. This program will be developed through Human Resources and approved by the Board of Aldermen each year.

The value of any such discount from the program is dependent upon the medical insurance plan chosen by the employee. The Health and Wellness Program is completely voluntary; employees are not required to participate. However, any employee who desires a better discount on his or her medical insurance must participate. The program is based on tier levels for additional discounts that are earned in one year and awarded in the following year. Those tier levels are:

1. Tier 1 – provides an additional discount of 30% on the employee-only coverage. This discount is above and beyond the base discount provided to all employees. This tier is for employees who test negative for nicotine (or complete the nicotine cessation program if they test non-negative) and who complete the requirements of the Health and Wellness Program on time.

Note: For Tiers 1 and 2, the nicotine cessation alternative is only available for two-consecutive years. If an employee tests non-negative for nicotine the third consecutive year, he or she will not be eligible for the Tier 1 or 2 rate until he or she tests nicotine-free at the City's next Health Risk Assessment scheduled by Human Resources.

2. Tier 2 – provides an additional discount of 15% on the employee-only coverage. This discount is above and beyond the base discount provided to all employees. This is for employees who test negative for nicotine (or complete the nicotine cessation program if they test non-negative) and who only complete one of the two other elements of the Health and Wellness Program or fail to complete one of the elements on time.
3. Tier 3 – provides no additional discount beyond the base discount provided to all employees. Any employee who tests non-negative, or does not test for nicotine, and who does not complete the nicotine cessation program will be in Tier 3. Additionally, any employee who tests negative for nicotine and who does not complete both of the other two elements of the Health and Wellness Program (or who fails to complete them on time) will be in Tier 3.

The City will use an outside firm to be its wellness program provider and to receive and compile all employee Health and Wellness Program information. It will be each participating employee's responsibility to ensure the wellness program provider receives any pertinent health and wellness information by the deadlines communicated by Human Resources.

Employees who do not participate in, or who do not complete the requirements for, one or more of the tiers in the Health and Wellness Program will not be eligible for the best medical insurance discount.

This program is fluid and may be changed. The City Administrator, through the Human Resources Committee, may modify this plan as deemed necessary based on insurance renewal costs, budget appropriations, etc.

Section 4. Appeal of Results

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. An employee can only be retested one time within forty-eight hours of the initial test in an effort to show a negative test result. It will be the employee's responsibility to make any and all retesting arrangements with the wellness program provider. The results of the second test will be final.**

If an employee makes such 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 the outcome of the appeal process that is unfavorable to the employee. The decision of the City Administrator shall be final.

Section 5. Disciplinary Action

- A. An employee is not subject to any disciplinary action for not participating in the Health and Wellness Program, or for not fulfilling the requirements to get the best discounts.
- B. However, any employee who knowingly provides false information/records in order to qualify for any Health and Wellness Incentive discount will be subject to Human Resources Manual Rule 4, Section 2, Disciplinary Action, B. (5) a. dishonesty in any form or degree, or falsification of records or reports for official use.

The above Administrative Rule is hereby established and adopted in accordance with the Human Resources Manual of the City of Branson, Missouri.

Stanley E. Dobbins, City Administrator

Date

MINUTES

HUMAN RESOURCES COMMITTEE
CITY OF BRANSON, MISSOURI
July 17, 2019

1) Call to Order

The Human Resources Committee met in the Fishbowl of City Hall, Wednesday, July 17, 2019. The meeting was called to order by Mayor Edd Akers at 9:30 am.

2) Roll Call

Committee Members present: Mayor Edd Akers, City Administrator Stan Dobbins, Alderman Kevin McConnell; and community members Bryan Cossiboom and Josh Allen. There is a quorum.

Also present: Assistant City Administrator John Manning, Human Resources Director Jan Fischer, Risk Manager Bob Smither, Safety Officer Kelly Farner, Senior Human Resources Generalist Kimberly Cooper, Human Resources Generalist Jamie Patrick, and Human Resources Clerk Gina Stech; also present Traci Henderson of Finance, Chena Simmons from Administration, and Melody Pettit Communications Manager.

3) Acknowledgement of June 19, 2019 Minutes.

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

4) Discussion of New Hires/Promotions/Reclassifications.

Discussion led by Human Resources Director Jan Fischer.

5) Discussion of Rule 10, Substance Abuse Policy.

Discussion introduced by Jan Fischer and led by City Attorney Chris Lebeck.

6) Review of the 2019 Survey of Employees Regarding Supervisors.

Discussion led by Jan Fischer. Each question was reviewed except for the last section of the survey where employees were asked to make comments and include which department they are in/who their supervisor is – those were forwarded directly to Stan and department directors for purposes of confidentiality. Generally, the impression from those who responded to the question portion of the survey is that our supervisors are doing a good job including their subordinate staff in decision processes/changes and communicating to their respective departments. Mayor Akers asked that we look at the number of responses as a part of our total number of employees and not just percentages on questions answered by those who responded – could be something in the numbers of those who didn't respond.

7) Update from Safety and Risk Management.

Update given by Bob Smither. Kelly did ladder safety and heat safety training, and will be doing back safety and stretching training next. Some departments participated in a back stretching challenge – Water Distribution and Collection and Public Works – Streets; some are continuing to do challenge after it ended. Bob took employees that finished the challenge to breakfast and gave them cooling towels. He will be taking Planning and Zoning to lunch this Friday for their completion of the challenge. Safety committee is coming up with a plan for incentivizing safety reporting. Annual fire alarm and extinguishers inspections are in progress. New workers' compensation Insurance went into place on July 1 so there is a new nurse line. Bob and Kelly have a safety planning meeting with Public Works for a project at the Landing for cleaning out accesses where there are confined spaces. Bob has notified employees of the City's emergency alert system and how it will look if an emergency takes place; he is planning to have an emergency drill in the next few weeks. Worker compensation claims have gone down in frequency over the past 3 years by 36% however the severity of the claims is up 24%; this year they are down 15% in frequency and also down in severity, but we are still sitting at 1.18 mod rate because of the three year look back period.

MINUTES

HUMAN RESOURCES COMMITTEE

CITY OF BRANSON, MISSOURI

July 17, 2019

8) Human Resources Director's Report.

Update given by Jan Fischer. As a part of our wellness program, a City employee water drinking challenge is in progress through the month of July. Human Resources is going live today with Acquire, the new applicant tracking system. The department anticipates receiving the Anthem medical insurance renewal about August 1st. Human Resources will be starting discussions with Ollis, Akers, Arney on implementing a new benefit enrollment program through American Fidelity called Selerix which will replace the current Maxwell Health enrollment system.

Josh Allen was introduced as a new community member to the Human Resources Committee.

9) Adjourn.

Motion to adjourn: Alderman Kevin McConnell; Second: City Administrator Stan Dobbins; Vote: 5 yes, 0 no.

Time Adjourned: 10:33 am.

MINUTES

HUMAN RESOURCES COMMITTEE
CITY OF BRANSON, MISSOURI
September 18, 2019

1) Call to Order

The Human Resources Committee met in the Fishbowl of City Hall, Wednesday, September 18, 2019. The meeting was called to order by Mayor Edd Akers at 9:30 am.

2) Roll Call

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

Also present: Assistant City Administrator John Manning, Human Resources Director Jan Fischer, Risk Manager Bob Smither, Senior Human Resources Generalist Kimberly Cooper, Human Resources Generalist Jamie Patrick; also present Jamie Rouch Director of Finance, Chief Jeff Matthews of Police, Traci Henderson of Finance, Chena Simmons of Administration, and Melody Pettit Communications Manager. John Akers of Ollis, Akers, Arney arrived at 9:35 and left at 10:10.

3) Acknowledgement of August 21, 2019 Minutes.

Motion to approve: Alderman Kevin McConnell; Second: Alderman Rick Castillon; Vote: 5 yes, 0 no.

4) Discussion of New Hires/Promotions/Reclassifications.

Discussion led by Human Resources Director Jan Fischer.

5) Discussion of 2020 Employee Insurance Benefits Renewals.

Discussion introduced by Jan Fischer, led by John Akers.

Motion to approve proposed rates for 2020 benefit coverage: Alderman Kevin McConnell; Second: Alderman Rick Castillon; Vote: 5 yes, 0 no.

6) Discussion of Internal and External Compensation Equity.

Discussion led by Jan Fischer; Kimberly Cooper assisted with a spreadsheet presentation. Discussion centered on memo provided for meeting and spreadsheet presented of current compensation levels of City positions against the previously conducted Springsted Survey and the recent salary survey conducted internally by the Human Resources Department. Those position disparities highlighted as areas of concern include: Project Engineer, Battalion Chief, Police Officer I & II, and Dispatcher I. Jan stated that some positions only require addressing the number of steps within that position's classification, for example the Battalion Chief position. Jan also stated that he has been working on modifying the pay scale for Police and Fire Departments; he also noted that the Fire Marshall position is undercompensated across the board in comparison to survey information. Chief Matthews contributed to discussion by providing information regarding circumstances of resignations of officers that concerned pay, hours, and job responsibilities – the Police Department is currently seeking to fill 7 vacant officer positions and the Police Communications Department is down 30% with regard to Dispatcher I positions. Other positions needing attention – a few in Utilities will need adjusted within the current pay matrix. Mayor Akers asked for the next steps to be that each department meet with HR. Jamie Rouch requested a phased implementation process for increases since the 2020 budget is almost complete and due Monday, September 23, 2019. Mayor Akers, Stan Dobbins, Jan Fischer, Chief Matthews, and Jamie Rouch decided to meet immediately after the HRC meeting to discuss plans for making adjustments to the Police Department pay scale.

MINUTES

HUMAN RESOURCES COMMITTEE

CITY OF BRANSON, MISSOURI

September 18, 2019

7) Human Resources Manual Updates.

Discussion led by Jan Fischer. The posted handouts of Articles and Rule 12 were reviewed with updates/changes pointed out by Jan.

Motion to approve Articles 6, 7, 8, 13, Rule 12: Alderman Kevin McConnell; Second: City Administrator Stan Dobbins; Vote: 5 yes, 0 no.

8) Human Resources Director's Report.

Update given by Jan Fischer. Acquire is up and running, making tweaks to processes and forms. Department has been working on gathering and compiling salary survey information.

9) Adjourn.

Motion to adjourn: Alderman Rick Castillon; Second: Alderman Kevin McConnell; Vote: 5 yes, 0 no.

Time Adjourned: 10:25 am.

BILL NO. 5745

ORDINANCE NO. _____

AN ORDINANCE APPROVING AMENDMENTS TO THE CITY OF BRANSON'S HUMAN RESOURCES MANUAL.

WHEREAS, The Human Resources Manual was revised and adopted December 8, 2009 to be effective January 1, 2010 to provide equitable and uniform procedures for dealing with employee matters; and

WHEREAS, the Employee Human Resources Committee (EHRC), comprised of appointed employee representatives along with the oversight of the Human Resources Director, meets regularly to review proposed amendments to the Human Resources Manual; and

WHEREAS, the EHRC's amendment recommendations were presented to the Human Resources Committee for review; and

WHEREAS, the Board of Aldermen desires to amend the City of Branson's Human Resources Manual.

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 amendments to the City of Branson's Human Resources Manual attached hereto as Exhibits 1, 2, 3 and 4.

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 _____, 2019.

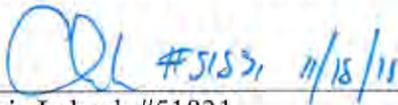
Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this _____ day of _____, 2019.

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk



Chris Lebeck #51831
City Attorney

ARTICLE 6 - REQUIREMENTS FOR ORIGINAL EMPLOYMENT

Section 1. Age

Minimum and maximum Age limits requirements for employment by the City of Branson shall be in conformity with the Federal and State laws.

Section 2. Residence Requirement

- A. As required by the City Code, the City Administrator shall reside in the City of Branson during his tenure in office. The City Administrator is authorized to establish Administrative Rules with regard to residency requirements for all other positions in the City service.
- B. Any employee changing residence or address and phone number must notify their his or her Department Administration and the Human Resources Department upon the first shift when returning to work after having made such change immediately.

Section 3. Fitness for Duty

All City employees must possess sufficient mental and physical capabilities to be able to perform the requirements of the position for which they are employed. Reasonable Accommodation for physical and mental capabilities as ~~regulated~~ described by the Americans with Disabilities Act (ADA) shall be provided if the person is otherwise qualified. The physical and mental qualifications of persons in City employment may be evaluated by physicians approved and paid for by the City and all employees shall submit to such examination when so ordered by the Human Resources Director.

Section 4. Hiring of Relatives

- A. The Missouri Constitution, Article VII, Section 6, prohibits nepotism, stating "Any public officer or employee in this state who by virtue of his office or employment names or appoints to public office or employment any relative within the fourth degree, by consanguinity or affinity, shall thereby forfeit his office or employment." That prohibition causes an automatic forfeiture of your job if you participate in the decision to hire or promote a relative as far removed as a cousin, great-uncle/aunt, son/daughter-in-law, or other blood relative or "in-law" within the "fourth degree." For purposes of this entire section, cohabitants will be included in the definition of "any relative within the fourth degree". For a list of relatives included in this definition, please contact the Human Resources Office Department.
- B. No person shall be hired, transferred, demoted, or promoted as an employee in the classified or unclassified service who is in a relationship status noted in A. above, whether or not related by blood, to any person in a

supervisory/subordinate chain-of-command position to the employee's position.

- C. ~~From and after the effective date of this article, If two people~~ **employees** who are in supervisory/subordinate chain-of-command position marry **or cohabitate**, one party **of these employees** must **notify the Human Resources Director upon the first shift when returning to work after having married or beginning cohabitation. One of these employees must also** submit a request **for transfer** to the Human Resources Director ~~for transfer, if~~ **provided there is an available** position is available **in which** to transfer into. If there is no **such** transfer **is requested or occurs** within 90 calendar days **of the wedding date or the date of cohabitation**, one party must resign from the City service. If parties involved cannot agree **on who should leave the City service**, ~~resignation~~ **termination of employment for one of the employees will be determined by the City Administrator for that person who has based on a combination of less time of service for the City and lower performance evaluation scores** of ~~performance and seniority~~. **Such termination of employment shall be categorized as leaving employment good standing.**
- D. Any employment arrangement of relatives within the fourth degree **of consanguinity and affinity**, which ~~that~~ can create a potential conflict of interest, will **may** be evaluated and determined by the City Administrator **when such potential conflict is raised by the Department Director or the Human Resources Director**. ~~Such~~ **The** determination by the City Administrator **in resolution of a potential conflict** is final **and cannot be appealed**. If a conflict of interest is determined, one party must resign from the City service. If parties involved cannot agree **on who should leave the City service**, ~~resignation~~ **termination of employment of one of the employees will be determined by the City Administrator** based on a combination of **lower** performance **evaluation scores** and **less** seniority. **Such termination shall be considered in leaving employment in good standing.**

Section 5. Maintenance of Special Requirements

When the City requires employees to meet specific standards and possess special experience and training to perform the duties of a position, those standards and special experience and training must be maintained in order to continue employment with the City.

ARTICLE 7 - EMPLOYMENT APPLICATIONS PROCESS

Section 1. Recruitment

- A. **Department** Directors must notify the Human Resources Director of all positions needed, justification of why the position is needed, who is being replaced, and method for replacement. **The Department** Director must submit a proposed position description for review and approval by the Human Resources Director each time duties change or a new position is requested.
- B. **At the time of the submission of the position description, the Department Director must also submit any examination information, and all supplemental questions and interview questions associated with the application.**
- C. There shall be no recruitment for any position, **nor creation of a new position,** without the **prior** approval **by of** the Human Resources Director and authorization by the City Administrator.

Section 2. Announcement

- A. All vacancies for regular positions in the classified **and unclassified** service, **below the office of City Administrator,** shall be publicized by posting an announcement on the City website, via e-mail sent to all ~~Directors, Office Assistants, and Supervisors~~ **departments** for posting in their respective **areas** ~~departments,~~ and such other forms of notice as shall be deemed appropriate **by the Human Resources Director.** Vacancy notices shall be posted for at least seven (7) days, unless the City Administrator approves a lesser time ~~due to~~ **because of** an emergency or **an** unusual circumstance.
- B. **Any announcement, application, interview and selection for any City Administrator vacancy shall be performed at the pleasure of the Mayor and Board of Aldermen, not inconsistent with existing laws and ordinances.**
- C. The **Vacancy** announcements **shall display the** ~~specify the classification and position title;~~ **the department;** ~~the starting pay grade of the position;~~ **the FLSA exempt/non-exempt status; the hours of work; and the closing date (or open until filled), if designated, for the posting. Additionally, the announcement will include** the nature of the work to be performed; the minimum qualifications required; and other qualifications preferred for the performance of **the specific type of** work; ~~the manner of making application;~~ and other pertinent information **as designated by the Department Director.**
- D. **Non-standard advertisements shall be paid from the hiring department's budgeted funds. All standardized advertisements shall be paid from Human Resources' budgeted funds.**

Section 3. Application Forms for Employment

A. Submission of Applications

1. All applicants for City employment shall make application ~~on forms~~ **by a means established** provided by the Human Resources Director, **made through the City's website. A separate application is required for each position for which the applicant applies.** All applicants shall submit complete, **accurate and true** information relating to **contact information, work** experience, **education,** training, residence, **conviction records,** and other necessary information **deemed necessary for the position.** The Human Resources Director and the Director will use the information to determine whether the applicant is eligible for the position, and to take an examination for employment if one is required.
2. The City may require applicants to meet, **provide evidence** and maintain specific standards and **where they may** possess special experience and training necessary to perform the duties of the position **in their applications for employment. This evidence may include high school or college transcripts or diplomas, or any necessary certifications indicated in the position description.**
3. **Supplemental questions may be asked of candidates specific to the job for which they have applied, and their responses will be evaluated and ranked based on criteria established in advance by the Department. Supplemental questions may also have "absolute disqualifier" questions imbedded in them whereby an applicant's response to one question may determine continuation in the process.**
4. Failure to accurately and fully complete the application form(s) may be reason for disqualification.
5. Completed applications ~~forms~~, including resumes and other documents and any correspondence, shall become the property of the City, and shall not be returned to applicants **to which the City retains all rights.**

B. Review of Applications

1. **The Human Resources Director, or his or her designated representative from the Human Resources Department, shall review all completed applications to determine those that do and do not meet the minimum requirements for the position. Those applications that meet the minimum requirements will be "qualified," while those that do not meet the minimum requirements will be "disqualified."**

2. The Human Resources Director shall ~~reject~~ **not consider** any application, ~~which~~ **that is incomplete or that** indicates that the applicant does not possess the minimum qualifications required for the position. **Such applications shall be disqualified.** Applications shall also be ~~rejected~~ **disqualified** if the applicant has made any misstatements **or omission** of any material fact (**i.e., qualifications, criminal convictions, reasons for leaving prior employment, etc.**); has practiced any deception or fraud regarding the application; or has been convicted of a crime which is detrimental **and/or puts the City at an unacceptable risk to** the conduct of business in the **specific** position for which **the applicant is** applying.
3. Defective **or incomplete** applications ~~may be returned to~~ **will remain available for** the applicant ~~with notice to amend the same~~ **and resubmit prior to the closing date of the position announcement.** **Candidates may be reminded of incomplete applications by email, but it shall remain the applicant's responsibility to complete such application by the closing date.** Failure to submit the application within the time limit prescribed by the Human Resources Director shall be cause for disqualification **of the application.**
4. **After the Human Resources Director or his/her representative makes the initial determination which applications are qualified or disqualified, qualified applications will be reviewed by and the Department Director who will then use the information to determine whether the applicant is eligible those that likely indicate the best fit for the position. and to take an examination for employment if one is required. The basis of those applications designated as the best fit for the position will be based primarily on the ranking of their responses, as indicated in Section 3. A. 2. and 3., above.**
5. **After review of the candidates by the Department Director, he or she shall communicate the names to Human Resources of those candidates selected for pre-offer of employment examination (if applicable) and subsequent interview.**
6. **If the Department Director requires pre-offer of employment examination of applicants, it may be done prior to the interview as a screening mechanism, or it may be done in conjunction with the interview itself. Such examination will follow the guidelines as established in Article 8 of this Human Resources Manual.**

Section 4. Special Requirements

~~The City may require applicants to meet and maintain specific standards and possess special experience and training necessary to perform the duties of the position.~~

Section 5. Disqualifications

- ~~A. The Human Resources Director shall reject any application, which indicates that the applicant does not possess the minimum qualifications required for the position. Applications shall also be rejected if the applicant has made any misstatements of any material fact; has practiced any deception or fraud regarding the application; or has been convicted of a crime which is detrimental to the conduct of business in the position for which applying;~~
- ~~B. Defective applications may be returned to the applicant with notice to amend the same. Failure to submit the application within the time limit prescribed by the Human Resources Director shall be cause for disqualification.~~

Section 4. City Communications with Applicants

Communications with applicants will primarily be done by email. If candidates move, get a new phone number, get a new email address, etc. during the application, interview and selection process, or on-boarding process, it will be their responsibility to ensure their complete contact information is correct within the application system.

Department Directors, or their staffs, will be responsible for communicating interview schedules with applicants and other City employees. This may be done by email or telephone.

Section 5. Interview and Selection

A. The Interview Process

- 1. The closing date indicated on the announcement shall begin the start of the interview and selection process. In the event the position is "open until filled," the review of applications process may begin any time after two weeks following the position's first announcement.**
- 2. All candidates for employment below the Director level, will be subject to an interview by committees of at least three, and no more than five, current employees with the City, as designated by the Department Director, inclusive of at least one representative from Human Resources, who will facilitate the interviews. The makeup of the committee will be at the Department Director's discretion, with the exception of the Human Resources representative, where such representative will be designated by the Human Resources Director.**
- 3. Employees who have a personal relationship with a candidate must avoid any semblance of favoritism or "cronyism." The best avoidance in these circumstances is for the employee to recuse him/herself from the interview and selection process. However, in any situation where an**

employee could end up interviewing a candidate who is a distant relative or close friend, such employee is required to notify the Human Resources Director in advance of the interview process. In no circumstance may an employee whose relationship with an applicant that falls within the fourth degree of consanguinity or affinity participate in any part of the interview and selection process, to include the interview and selection of all other candidates of the position for which such relative has applied (see Article 6, Section 4. A.).

4. Candidates for positions at the Director level who report solely to the City Administrator or Assistant City Administrator shall be subject to the interview and selection process as approved by the City Administrator. Candidates for positions that report to the City Administrator, the Mayor and the Board of Aldermen shall be subject to the interview and selection process as approved by the City Administrator, the Mayor and the Board of Aldermen.
5. For candidates interviewing for a Human Resources vacancy, the Human Resources Director will make a request of another Department Director that a representative from his or her department participate fully on the Interview and Selection committee.
6. All interview committee questions shall be submitted to Human Resources with all other information associated with the position announcement. Questions will be reviewed and, if necessary, edited by Human Resources to ensure appropriateness with the job and EEOC guidelines. Interviews are generally less than one hour in length. There should be an equivalent number of questions related to past experiences in technical skills required for the job; interpersonal skills in determining how the individual has interacted with past supervision, coworkers and customers; and personal character and department related to ethical matters or significant challenges the person has faced.
7. The Department Director, or his/her representative, shall be responsible for coordinating the interview dates and times with the candidates and with the Human Resources Representative.
8. Following each interview, each committee member shall provide his or her scoring of each candidate interview and shall provide his or her recommendation as to who would best fill the position to the hiring manager. The Department Director will review and seriously consider such input prior to making any hiring decision.

B. The Selection Process

1. Selection of candidates for employment must be made in a fair and impartial manner without regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status,

sexual orientation, gender identity or expression, or any other characteristic protected by federal, state or local laws. For the safety of themselves and others, candidates for public safety positions must be able to fulfill the physical aspects of the position without accommodation.

2. The best candidate for the position should always be the one selected for the job. Pre-offer of employment examination scores, combined with interview scores, shall be the predominant determiner of the person selected for the position. In case of tie scores, the Department Director should consult with the Human Resources Director to help make a determination.
3. If the committee members could not provide the Department Director a clear consensus on who it would recommend for the position, or if the Department Director could not clearly recommend hiring of any candidate, the position should be re-announced, beginning the employment process again.
4. The Department Director shall make the candidate selection to fill the vacant position with advice from the interview committee. Once the best candidate is chosen, the Department Director shall send the name of the person selected to the Human Resources Director and City Administrator. They will in turn review the candidate's profile and review all competing candidates' interview and examination scores, as well as the interview committee's recommendation, and provide their approval prior to the Department Director making any verbal offer of employment.
5. Once the verbal offer is provided to, and accepted by, the candidate, the Department Director will communicate such offer and acceptance to Human Resources. Human Resources will follow up with a written offer to begin the Post-Offer examination process (See Article 8, Section 7).
6. Following a successful completion of the Post-Offer examination process, the candidate will transition through the new employee process facilitated by Human Resources.

Section 6. Equal Employment Opportunity Policy

The City of Branson provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, ~~age~~, sex, national origin, ~~age~~, disability status, or genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, state or local laws. In addition to federal law requirements, the City of Branson complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities.

This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

The City of Branson expressly prohibits any form of workplace harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status. **Any employee whose behavior includes improper physical contact, verbal or written harassment, bullying, intimidation or other forms of harassment that** interferes with the ability of **any** City of Branson's employees to perform their **his or her** job duties ~~may result in~~ **can face** discipline up to and including **immediate escalation of progressive discipline to the level of termination of employment** discharge.

ARTICLE 8 - EXAMINATION

Section 1. Nature and Type of Examination

The selection techniques used in the examination process shall be impartial, of a practical nature and shall relate to those subjects which, in the opinion of the Director and Human Resources Director, fairly measure the relative capacities and capabilities **required** of the persons examined to **successfully** execute the duties and responsibilities of the position to which they seek to be appointed. Examination may consist of selection techniques which **that** will test fairly **and equitably test** the qualifications of candidates. such as **This includes**, but **is** not limited to, achievement and aptitude tests, written tests, **additional or subsequent** personal interviews, performance tests, **review of social media posts**, physical agility tests, **medical evaluation**, assessment centers, evaluation of daily work performance, work samples, polygraph tests, psychological evaluations, or any combination of these or other tests. In any examination, the Human Resources Director may include, in addition to competitive tests, a qualifying test or tests and set minimum standards.

It is important to note that any medical evaluation, drug testing, psychological testing, pulmonary fitness tests or anything that could reveal protected health information must be performed after the offer of employment. Also, criminal background checks will be performed on a post-offer basis. Other aptitude, skills or abilities tests may be made prior to the offer of employment. Regardless of whether pre-offer or post-offer, the cost of examinations, when required by the City, shall be the responsibility of the City.

Section 2. Conduct of Pre-offer of Employment Examinations

- A. **Pre-offer of employment** examinations to measure the qualifications of applicants shall **be established by the Department Director, and shall be approved and** be conducted by the Human Resources Director or by a person/**organization** designated by the Human Resources Director.
- B. **If such examinations are required for a position, all applicants competing for that position shall be examined in a similar, fair and impartial manner. No applicant competing for the position shall be excluded from the examination process if at least one applicant is required to complete an examination.**
- C. Failure of an applicant to report as scheduled by the Human Resources Director for any part of the examination may be grounds to remove the applicant from further consideration.
- D. Requests for special examination accommodations, received in writing no **less than two weeks** prior to the test date, will be evaluated by the Human Resources Director for reasonable accommodation as regulated by the

Americans with Disabilities Act. Requests for accommodations received at the time of notification of testing will be evaluated on a case-by-case basis, and approved or disallowed by the Human Resources Director dependent upon the availability of test materials, available staffing requirements, etc.

Section 3. Examination Values

- A. When multiple parts of the examination exist, each part of the examination of applicants for any position shall be given a relative value or weight which shall consist of a percentile part of 100%. One hundred percent is the total value of all parts of an examination. In order to qualify for employment a candidate shall make a passing grade, as determined by the Human Resources Director, on each part of the examination to which a percentage grade is assigned.
- B. Notwithstanding the foregoing Section 3 A. above, any part of an examination may be designated by the Human Resources Director as an “absolute qualifier.” Parts so designated shall be on a pass/fail basis and shall be used to determine ~~if~~ whether or not the candidate may continue the examination and in the interview and selection process.
- C. Examinations shall be of a nature where they are at least generalized to the kind of work for which the applicant applied to determine the individual’s ability to be successful in the role.
- D. Application and examination results may be screened, and only a reasonable number, as ~~determined~~ agreed upon by the Human Resources Director and the Department Director, most nearly ~~meeting the requirements and expectations~~ where the top candidates who display the skills, qualifications and aptitude for to be successful in the position, may be selected for further consideration in the interview and selection process.

Section 4. Internal City Examinations

- A. Positions may be filled by competitive internal City examination when authorized by the City Administrator. If there are two or fewer qualified internal applicants for a position, external applicants may also be solicited.
- B. Internal City examinations are open only to employees in the City service who meet the position requirements.
- C. Part-time and temporary employees may be considered after regular full-time internal applicants but prior to external applicants when positions are not filled by qualified internal applicants and when authorized by the City Administrator.

Section 5. Open-Competitive Examinations

Open-competitive examinations shall be used unless an internal examination is deemed more appropriate by the Director and the Human Resources Director and is authorized by the City Administrator. All interested individuals, who meet the position requirements, may submit applications for consideration.

Section 6. Examination Results

- A. When the qualifications of applicants for ~~any class of employment departments with eligibility lists~~ have been evaluated, the applicants will be notified of their **individual** placement on the employment eligibility list. Those not selected for placement on the eligibility list shall be notified by the department of their non-selection for further employment consideration for the position.
- B. Examination records and papers are **closed records** ~~not public documents~~. Applicants shall not be entitled to review notes and scores of individual oral board examiners, interviewers, or those of other applicants, but they shall be entitled to review their own final percentile score given for each part of the examination.
- C. **Internal applicants shall be given available information regarding their pre-offer of employment examination results within five (5) regular business days of the examination. External candidates shall be provided, as applicable, available pre-offer of employment examination information within ten (10) regular business days.**

Section 7. Post-Offer Examinations

All medical evaluations, drug testing, psychological testing, pulmonary fitness tests or anything that could reveal protected health information shall be performed after the offer of employment is made.

If a candidate fails any of these, or fails the criminal background check, the Human Resources Director may withdraw the offer of employment based on standards set up through the Fair Credit Reporting Act or any other prevailing regulations.

Section 8. Retesting

Any person failing the examination process shall not be permitted to re-take the same examination for at least 90 days, except that qualifying performance tests, such as for typing,

shorthand, computer skills, and others as designated by the Human Resources Director, may be repeated twice during a specific recruitment period.

ARTICLE 13 - RESIGNATION, REDUCTION IN WORK FORCE AND RE-ELIGIBILITY ENDING EMPLOYMENT WITH THE CITY, BRIDGING OF SERVICE AND RE-EMPLOYMENT

Ending employment with the City falls under three primary categories: voluntary termination of employment, involuntary termination of employment and retirement. With that in mind, the City has specific needs in being able to fill necessary roles and have a smooth transition of duties whenever an employee leaves service with the City. Additionally, some employees will leave service and subsequently desire to return to work for the City. This Article outlines the regulations regarding ending employment, the guidelines on bridging of service, and returning to work for the City.

Section 1. Voluntary Termination of Employment or Resignation

- A. An employee who **voluntarily terminates employment, or** resigns ~~their~~ **from his or her position** employment voluntarily with the City is asked **expected** to provide a written **notice of** resignation with the Director. **In order for written resignations to be considered in "good standing," they shall be required to** be submitted at least 14 calendar days prior to the final work day, unless the Director consents to a shorter notice period **or the employment agreement for the employee requires a different notice period.** ~~Vacation time or paid compensatory time cannot be used during the 14-day notice period, unless approved by the Director.~~ The written **notice of** resignation shall **must** be forwarded to the Human Resources Director ~~immediately~~ **as soon as possible.**
- B. An employee who leaves the City service without filing a written **notice of** resignation and giving **at least** two weeks' notice, **the required notice set by his or her employment agreement, or the required notice approved in writing by his or her Director** shall be considered in violation of the Human Resources Articles and forfeit any payout of accrued benefits that otherwise would be paid out upon separation or employment, and will have the fact entered on the service record in the personnel file, and shall be denied the right of the re-eligibility provisions of the City Human Resources Articles. **The failure to provide written notice as required by this section shall be considered leaving employment not in good standing. Such voluntary termination of employment or resignation may not be appealed.**
- C. A person **who resigns "not in good standing" may be** denied the right of re-eligibility **and** may apply for work only during open competitive recruitment.
- D. At the Director's discretion, **voluntary terminations of employment or** resignations may go into immediate effect for employees in certain high-risk or security sensitive positions, **or if continuing employment with the City would cause a verifiable hardship to either the City or the employee.** Those employees may be paid for the full two weeks' notice period and **be** eligible for

payout of accrued benefits. Those employees may also be eligible for re-employment.

- E. When an employee resigns verbally and refuses to submit a written notice, or walks off the job, the person witnessing receiving the verbal resignation shall document the facts, in memorandum form, and submit the memorandum to the Human Resources Director through the his or her Director. Such resignation will be considered to be not in good standing and may not be appealed.
- F. Once a notice of voluntary termination of employment or resignation has been given, any employee absence from work during his or her final 14 calendar days of work will be unpaid, unless a special exemption is approved by the Director.
- G. When an employee has been absent without authorized leave (see Article 17, Section 2. A. and 3. A.) for two consecutive work shifts, if the employee is absent at the start of the third shift, such absence shall be considered job abandonment and shall constitute a resignation not in good standing. Such voluntary termination of employment or resignation may not be appealed.
- H. The ~~City Administrator~~ Director may deem absence without authorized leave for one day to constitute a resignation if it is the second occurrence within a twelve month period, unless the employee had both a medical impairment which prevented working, and an inability to notify his/her immediate supervisor, confirmed by a doctor's certification. The Director, after coordination with the Human Resources Director, ~~and with the approval of the City Administrator,~~ shall notify the employee in writing either in person or by registered or certified mail that the absence constitutes resignation not in good standing. The notice shall be sent to the last known address of the employee. Such voluntary termination of employment may be appealed by qualifying employees.
- I. Directors, after consultation with the Human Resources Director, may offer an employee the opportunity to resign from his or her position in lieu of involuntary termination of employment as outlined in Section 2 below. Such resignation may be considered "in good standing," provided, however, that said employee is a signatory to the City's separation agreement. Such resignation may not be appealed.

Section 2. Involuntary Termination of Employment

Even though there may be variations with respect to circumstances, involuntary termination of employment is caused primarily by one of these three reasons:

A. Inability to Follow Rules

The City Administrator is authorized to establish Administrative Rules with regard to involuntary termination of employment because of an employee's inability to follow the rules that results in Disciplinary Action (see Rule 4, Section 2). Such involuntary termination of employment may be appealed by qualifying employees.

B. Inability to perform the job to standards

The City Administrator is authorized to establish Administrative Rules with regard to involuntary termination of employment because of an employee's inability to perform the job to standards resulting in Performance Related Corrective Actions (see Rule 4, Section 4). Such involuntary termination of employment may be appealed by qualifying employees.

C. Reduction in Force (RIF)

The City Administrator is authorized to establish Administrative Rules with regard to reductions in work force which that are appropriate to the circumstances of financial indigence of the City, significant change in technology, and/or position(s) that are no longer necessary or applicable to the City's operation. and which Any decision on which employees whose employment would be involuntarily terminated under this subsection shall give due regard to the experience, performance history, attendance records, and qualifications of the effected employees. Such involuntary termination of employment may not be appealed.

Section 3. Retirement

Retirement may be another form of voluntary termination of employment. Employees are encouraged to provide Human Resources and the Missouri Local Government Employees Retirement System (LAGERS) as much prior notice as possible when they make the retirement decisions. The City and LAGERS both require that employees must submit their applications for retirement 30 to 90 days prior to the end of employment and prior to the start of receiving a monthly benefit from LAGERS. The notification of retirement must be submitted to the supervisor no less than 30 days prior to the retirement date.

For employees in the Public Safety positions of Dispatcher, Police Officer I, Police Officer II, Police Sergeant, Police Lieutenant, Firefighter, Fire Engineer, Fire Captain and Battalion Chief who have fifteen (15) or more years of service with the City, in lieu of retirement based on qualifying physical or psychological reasons, they will receive priority consideration for other available positions for which they qualify within the City.

Section 4. Withdrawal of Voluntary Termination of Employment or Resignation

An employee who has submitted his or her written notice of voluntary termination of employment or resignation, to include retirement, may request the withdrawal of such notice be honored provided: 1.) the request is in writing; 2.) the request is submitted prior to the last date of employment provided on the notice of resignation; and 3.) a replacement for his or her position has not already been hired resigned in writing, or verbally, may, prior to the effective date, but only with the consent of the Director, withdraw the resignation in writing. It will be at the Director's discretion whether or not to approve any such withdrawal of notice of resignation. The Director's decision on such request is final, and his or her decision may not be appealed.

Section 5. Effective Date of Resignation or Termination of Employment

- A. The effective date of a voluntary termination or resignation shall be the agreed upon date between the Director and the employee, and/or the last day that the employee worked. Employees are expected to work and fully complete their duties up and through the end of their final shifts.
- B. The effective date of an involuntary termination shall be the date determined by the Human Resources Director.

~~Section 4. Reduction in Force (RIF)~~

~~The City Administrator is authorized to establish Administrative Rules with regard to reductions in work force which are appropriate to the circumstances, and which give due regard to the experience and qualifications of the effected employees.~~

Section 6. Re-eligibility Bridging of Service and Re-Employment

~~Any regular employee who resigns in good standing may be eligible for re-employment in their former job or in another job. Bridging of Service or re-employment for regular full-time employees will be contingent upon various factors regarding available positions, the person's time away from City service, requirements of the job and following the normal steps for approving a new employee. approval of the Director where the former employee worked, the Human Resources Director, and the City Administrator. Such employee must apply in writing within one year after the effective date of the resignation.~~

- A. A former regular full-time employee who resigned in good standing may return to service in the same position he or she left the City, with Director

approval, provided that the position has not been filled and his or her return is within 30 days of leaving service with the City.

At the Director's discretion, this person may bypass the interview and selection process. Human Resources' background checks and drug screening will still apply. The person re-hired would incur no lapse in seniority nor any decrease in his or her previous rate of pay. Any employee returning under this guideline would maintain his or her previous accrual rates for vacation, but will lose all time accrued for vacation, sick leave and personal time if it has already been paid out.

The request to return to City service must be made in writing by the former employee.

- B. A former regular full time employee who resigned in good standing may return to service in the same position that he or she left the City, with Director approval, provided that the position has not been filled and his or her return is between 30 days and 183 days of leaving service with the City.

At the Director's discretion, this person may bypass the interview and selection process. Human Resources' background checks and drug screening will still apply. The person re-hired under this guideline would incur a one-year decrease in seniority and a one-step decrease in his or her rate of pay. Any employee returning under this guideline will lose one year in his or her years of service for vacation, and will lose all time accrued for vacation, sick leave and personal time.

The request to return to City service must be made in writing by the former employee.

- C. A former regular full time employee who resigned in good standing may return to service in the same position that he or she left the City, with Director approval, provided that the position has not been filled and his or her return is between 183 days and 366 days of leaving service with the City.

At the Director's discretion, this person may bypass the interview and selection process. Human Resources' background checks and drug screening will still apply. The person re-hired under this guideline would incur a two-year decrease in seniority and a two-step decrease in his or her rate of pay. Any employee returning under this guideline will lose two years in his or her years of service for vacation, and will lose all time accrued for vacation, sick leave and personal time.

The request to return to City service must be made in writing by the former employee.

- D. A former regular full-time employee who resigned in good standing more than 366 days earlier may return to service in the same or different open position with the City. Employees re-hired under this guideline or from the re-eligibility list shall, for all purposes, complete the interview and selection process and shall, if selected to fill the position, be considered as though they received an original appointment and may not use any of the previous periods(s) of employment for seniority purposes. Human Resources' background checks and drug screening will still apply.
- E. Employees who return to service with the City may bridge their service credit with LAGERS, provided they had not previously received payment for retirement benefits or taken distribution of their accrued balances with LAGERS.



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING HIGH DENSITY RESIDENTIAL (HDR) ZONING FOR THE PROPERTY LOCATED AT 115 LAKEFRONT DRIVE, BRANSON, MISSOURI.

INITIATED BY: PLANNING & DEVELOPMENT DEPARTMENT

FIRST READING: DECEMBER 10, 2019 **FINAL READING:** JANUARY 14, 2020

EXECUTIVE SUMMARY:

- The subject property is located within the Lodges at Chateau Cove development, which is located on the west side of State Highway 265, approximately 1,500 feet north of the entrance to Chateau on the Lake Resort Spa and Convention Center.
- This request will establish zoning for the subject property which is consistent and complimentary with the adjacent properties and their uses. The requested zoning is also consistent with the existing use of the property, and will provide an appropriate buffer between the State Highway 265 corridor and the residential development to the west and adjacent to Table Rock Lake.
- Annexation was requested for this property on October 9, 2019, and approved on November 26, 2019.
- Planning Commission recommended approval of the bill through Resolution 19-2.18 (19-00200018) at their November 5, 2019 meeting.

FINANCIAL IMPACT:

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

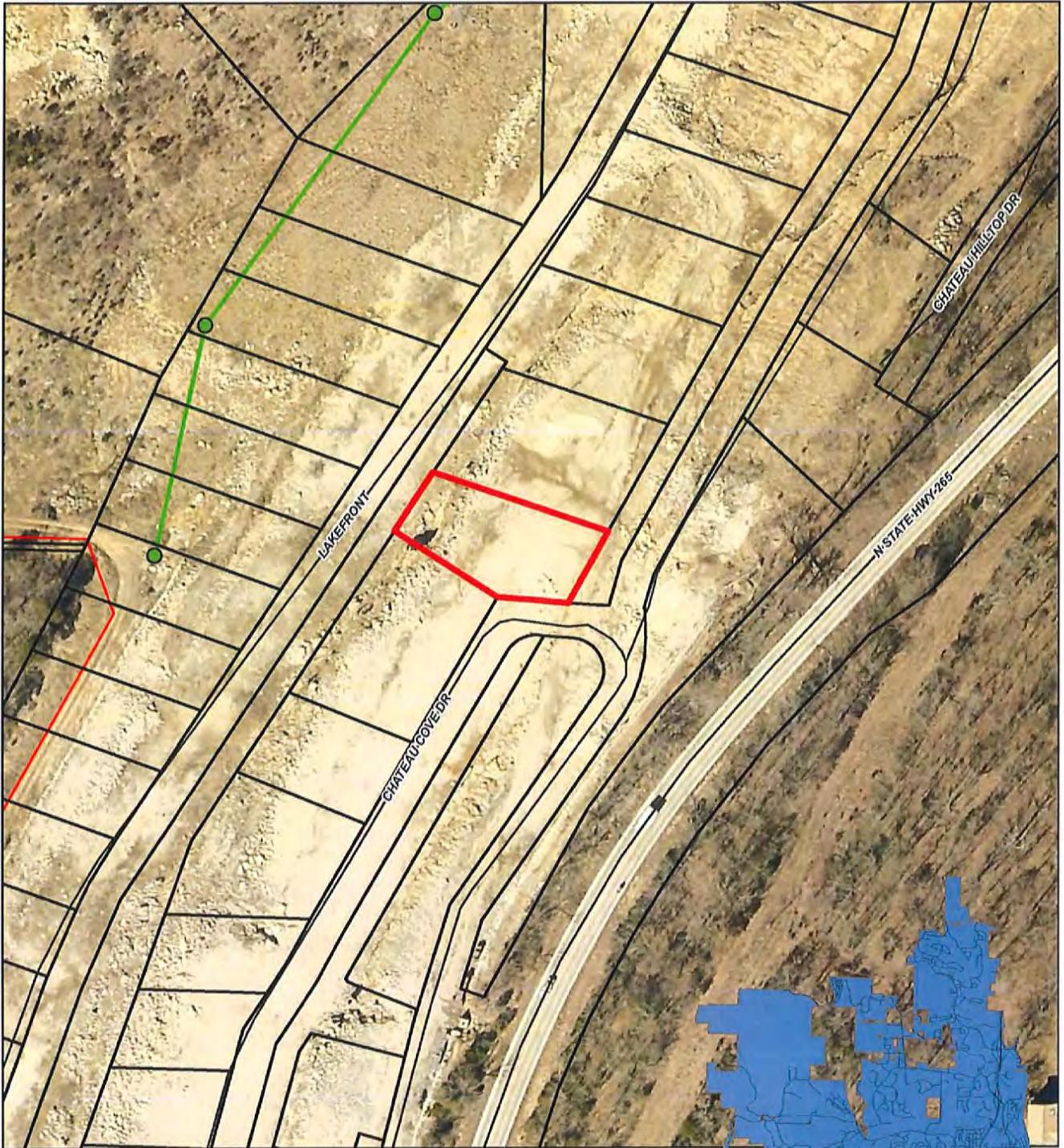
STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: LU Strategy 5.1 – Zoning Regulations.

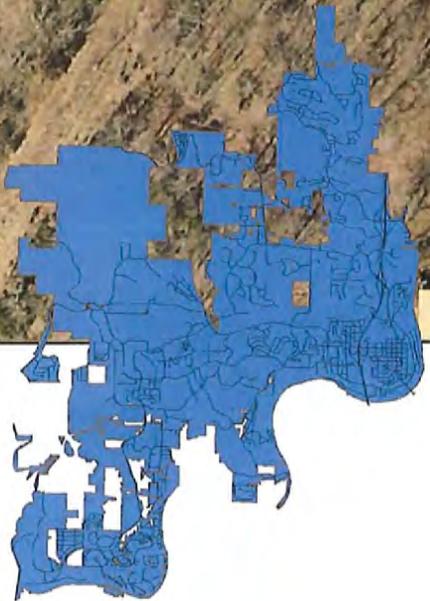
ATTACHED EXHIBITS:
1) Vicinity Maps
2) Planning Commission Resolution No. 19-2.18 (November 5, 2019)

1) VICINITY MAPS

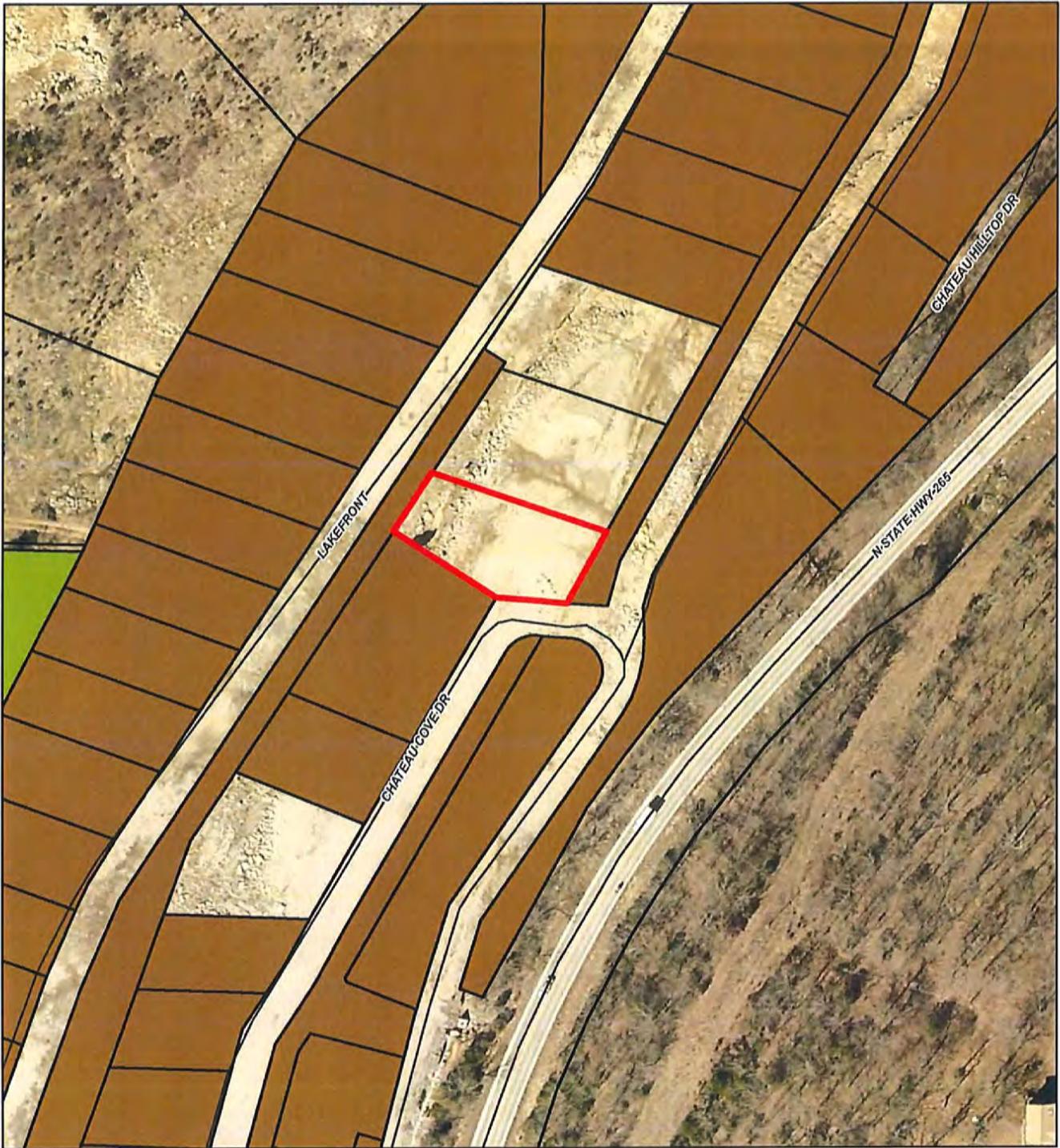


115 Lakefront Dr

City of Branson
Planning & Development
Date: 10/4/2019



VICINITY MAPS - CURRENT ZONING



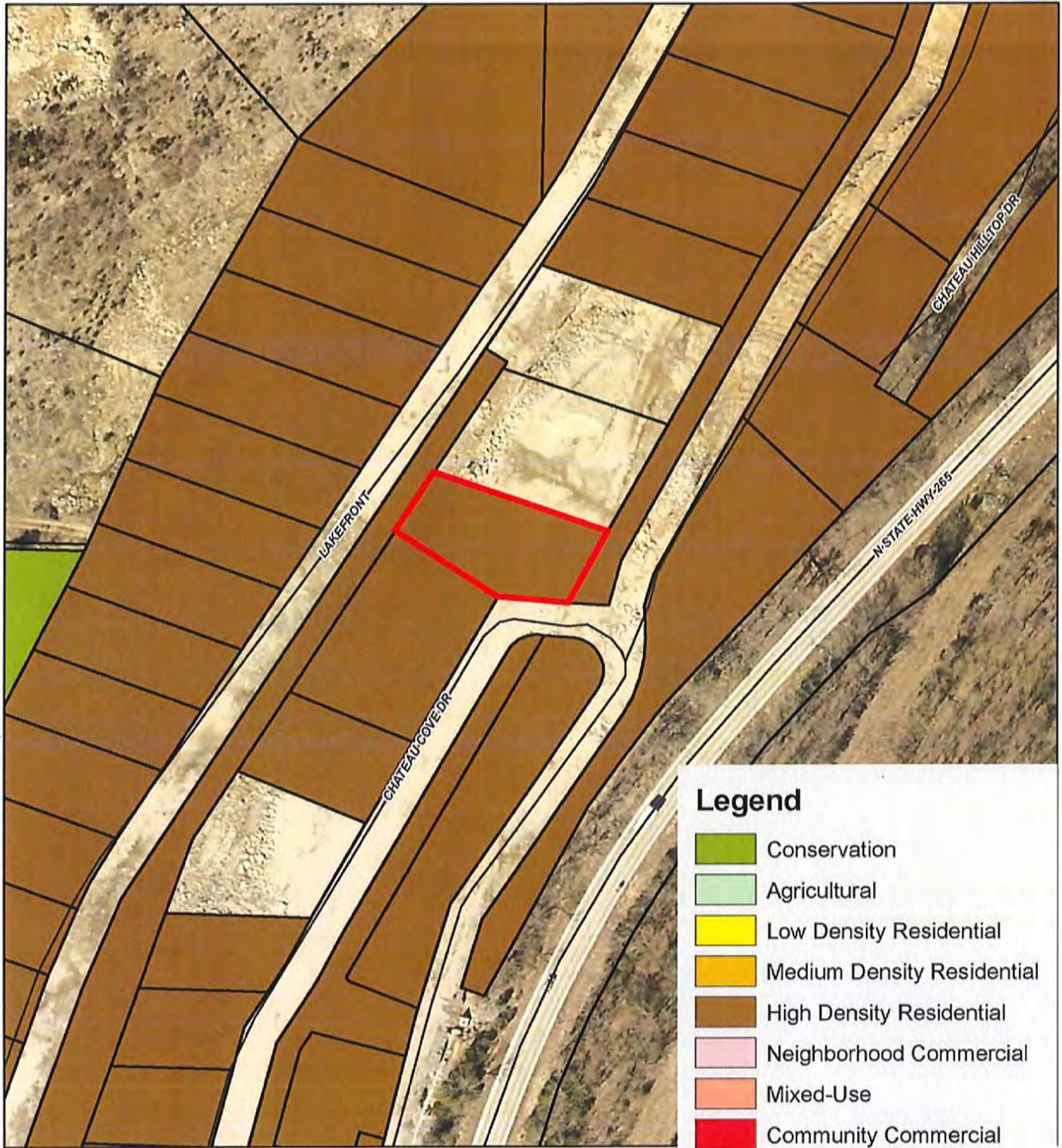
1 in = 100 ft

City of Branson
 Planning & Development
 Date: 10/4/2019

115 Lakefront Dr

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

VICINITY MAPS - PROPOSED ZONING



115 Lakefront Dr

City of Branson
Planning & Development
Date: 10/4/2019

Legend

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

PLANNING COMMISSION

RESOLUTION NO. 19-2.18 (19-00200018)

A PLANNING COMMISSION RESOLUTION RECOMMENDING APPROVAL OF HIGH DENSITY RESIDENTIAL (HDR) ZONING FOR THE PROPERTY LOCATED AT 115 LAKEFRONT DRIVE, BRANSON, MISSOURI.

WHEREAS, a Zoning Application has been initiated by William and Juli Voloch, for approval of High Density Residential (HDR) zoning for the property located at 115 Lakefront Drive, legally described as follows:

BUILDING 8, THE LODGES AT CHATEAU COVE, PHASE 4, ACCORDING TO THE RECORDED PLAT THEREOF, PLAT BOOK/SLIDE L, PAGES 263-266, AND ACCORDING TO THE DECLARATION OF CONDOMINIUM AND ALL AMENDMENTS THERETO, TANEY COUNTY RECORDER'S OFFICE, TANEY COUNTY, MISSOURI, TOGETHER WITH THE CORRESPONDING PERCENTAGE INTEREST IN THE GENERAL COMMON ELEMENTS AND THE LIMITED COMMON ELEMENTS APPURTENANT THERETO.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD, IF ANY.

WHEREAS, the Zoning Regulations for the City of Branson, Missouri, require a Public Hearing before the Planning Commission for the approval of High Density Residential (HDR) zoning; and,

WHEREAS, a Public Hearing was held before the Planning Commission on November 5, 2019, at 7:00 PM in the Council Chambers located at 110 W. Maddux Street, Branson, Missouri; and,

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

BE IT THEREFORE RESOLVED, that the Planning Commission for the City of Branson hereby recommends approval of High Density Residential (HDR) zoning for the property located at 115 Lakefront Drive, Branson, Missouri.

DONE THIS 5TH DAY OF NOVEMBER 2019, BY THE PLANNING COMMISSION FOR THE CITY OF BRANSON, MISSOURI.


Clark Harris - Chairman

ATTEST:


Joel Hornickel – Planning and Development Director

AN ORDINANCE APPROVING HIGH DENSITY RESIDENTIAL (HDR) ZONING FOR THE PROPERTY LOCATED AT 115 LAKEFRONT DRIVE, BRANSON, MISSOURI.

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

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

Read, this first time on this ____ day of _____, 2019.

Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri on this ____ day of _____, 2019.

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk



Chris Lebeck #51831
City Attorney

EXHIBIT 'A'

115 Lakefront Drive (Building 8)
Parcel ID # 18-2.0-10-004-001-035.008

BUILDING 8, THE LODGES AT CHATEAU COVE, PHASE 4, ACCORDING TO THE RECORDED PLAT THEREOF, PLAT BOOK/SLIDE L, PAGES 263-266, AND ACCORDING TO THE DECLARATION OF CONDOMINIUM AND ALL AMENDMENTS THERETO, TANEY COUNTY RECORDER'S OFFICE, TANEY COUNTY, MISSOURI, TOGETHER WITH THE CORRESPONDING PERCENTAGE INTEREST IN THE GENERAL COMMON ELEMENTS AND THE LIMITED COMMON ELEMENTS APPURTENANT THERETO.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD, IF ANY.



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING HIGH DENSITY RESIDENTIAL (HDR) ZONING FOR THE PROPERTY LOCATED AT 125 LAKEFRONT DRIVE, BRANSON, MISSOURI.

INITIATED BY: PLANNING & DEVELOPMENT DEPARTMENT

FIRST READING: DECEMBER 10, 2019 **FINAL READING:** JANUARY 14, 2020

EXECUTIVE SUMMARY:

- The subject property is located within the Lodges at Chateau Cove development, which is located on the west side of State Highway 265, approximately 1,500 feet north of the entrance to Chateau on the Lake Resort Spa and Convention Center.
- This request will establish zoning for the subject property which is consistent and complimentary with the adjacent properties and their uses. The requested zoning is also consistent with the existing use of the property, and will provide an appropriate buffer between the State Highway 265 corridor and the residential development to the west and adjacent to Table Rock Lake.
- Annexation was requested for this property on October 8, 2019, and approved on November 26, 2019.
- Planning Commission recommended approval of the bill through Resolution 19-2.16 (19-00200016) at their November 5, 2019 meeting.

FINANCIAL IMPACT:

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

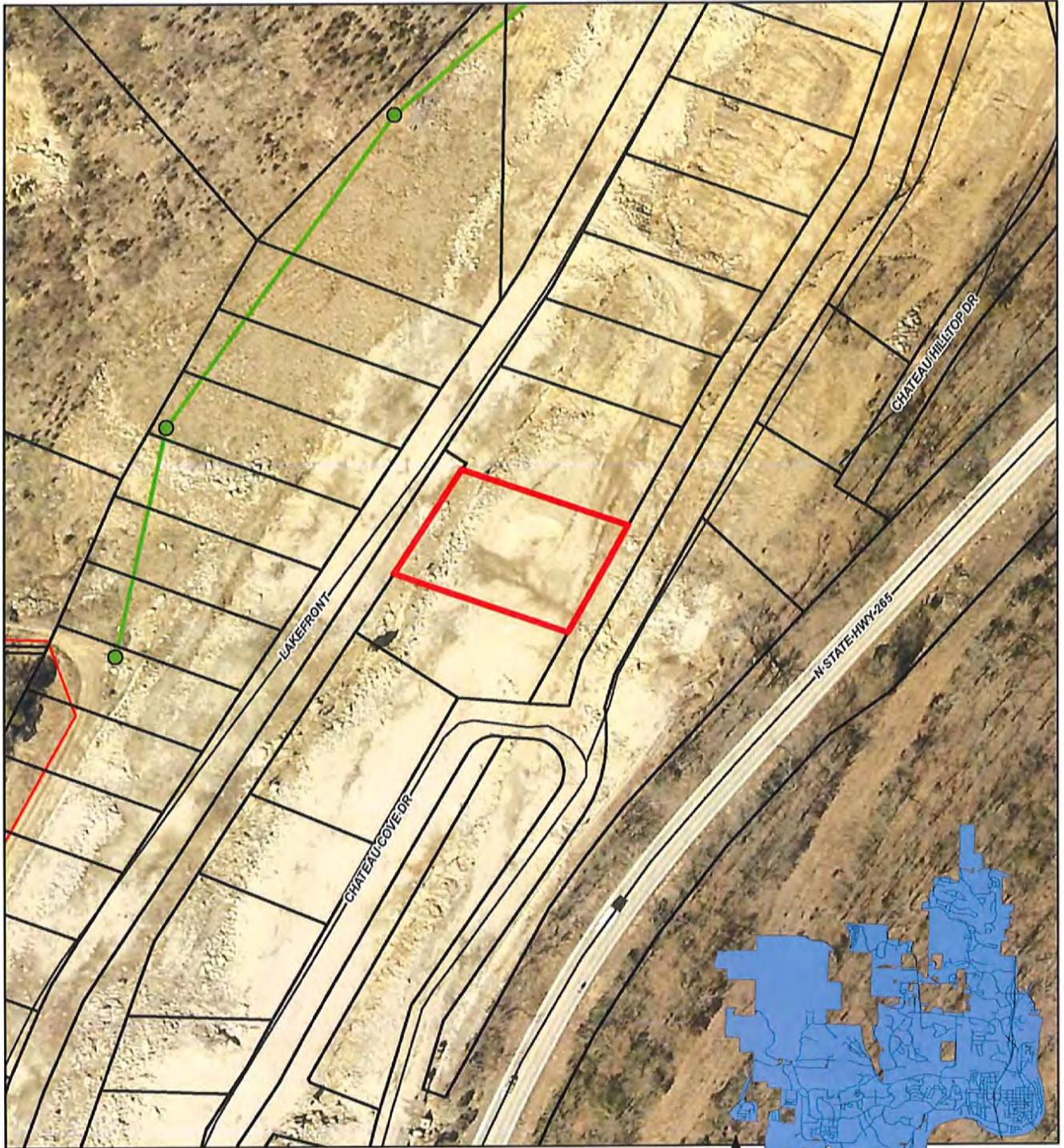
STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

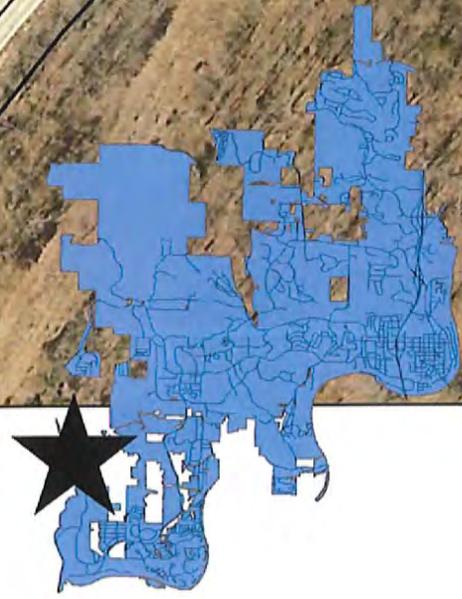
COMMUNITY PLAN 2030: LU Strategy 5.1 – Zoning Regulations.

ATTACHED EXHIBITS:
1) Vicinity Maps
2) Planning Commission Resolution No. 19-2.14 (November 5, 2019)

1) VICINITY MAPS

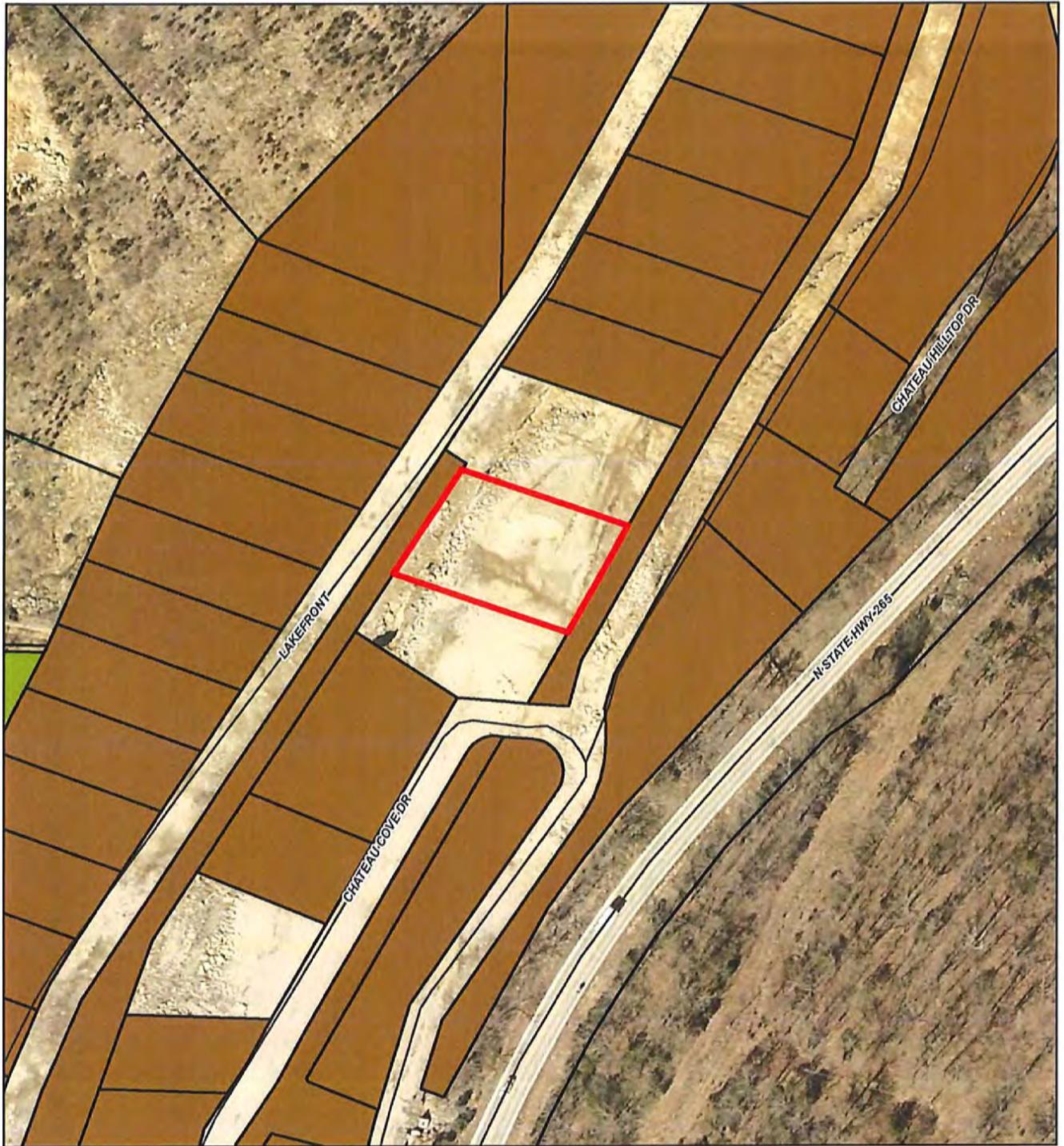


125 Lakefront Dr



City of Branson
Planning & Development
Date: 10/4/2019

VICINITY MAPS - CURRENT ZONING



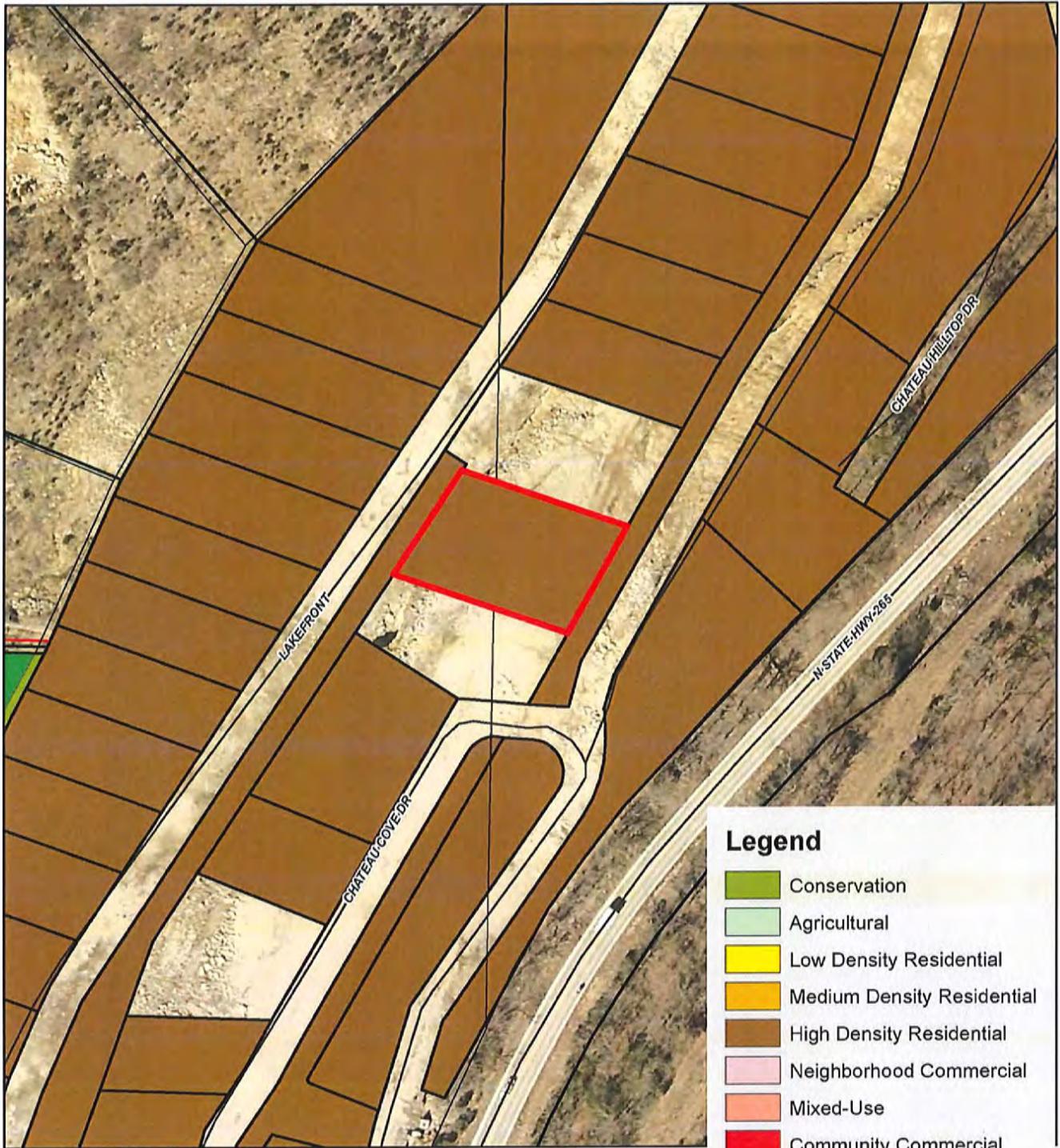
1 in = 100 ft

City of Branson
 Planning & Development
 Date: 10/4/2019

125 Lakefront Dr

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

VICINITY MAPS - PROPOSED ZONING



Legend

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



125 Lakefront Dr

PLANNING COMMISSION

RESOLUTION NO. 19-2.16 (19-00200016)

A PLANNING COMMISSION RESOLUTION RECOMMENDING APPROVAL OF HIGH DENSITY RESIDENTIAL (HDR) ZONING FOR THE PROPERTY LOCATED AT 125 LAKEFRONT DRIVE, BRANSON, MISSOURI.

WHEREAS, a Zoning Application has been initiated by Melinda Mills on behalf of FAE Melinda Mills, LLC and FAE Glenda Larkin, LLC, for approval of High Density Residential (HDR) zoning for the property located at 125 Lakefront Drive, legally described as follows:

ALL OF BUILDING 9A, OF THE AMENDED PLAT OF BUILDINGS 9A AND 10A, THE LODGES AT CHATEAU COVE PHASE 4, A REPLAT OF BUILDINGS 9, 10 AND 11, ACCORDING TO THE RECORDED PLAT THEREOF, PLAT BOOK/SLIDE L, AT PAGE 311, TANEY COUNTY RECORDER'S OFFICE, TANEY COUNTY, MISSOURI.

WHEREAS, the Zoning Regulations for the City of Branson, Missouri, require a Public Hearing before the Planning Commission for the approval of High Density Residential (HDR) zoning; and,

WHEREAS, a Public Hearing was held before the Planning Commission on November 5, 2019, at 7:00 PM in the Council Chambers located at 110 W. Maddux Street, Branson, Missouri; and,

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

BE IT THEREFORE RESOLVED, that the Planning Commission for the City of Branson hereby recommends approval of High Density Residential (HDR) zoning for the property located at 125 Lakefront Drive, Branson, Missouri.

DONE THIS 5TH DAY OF NOVEMBER 2019, BY THE PLANNING COMMISSION FOR THE CITY OF BRANSON, MISSOURI.



Clark Harris - Chairman

ATTEST:



Joel Hornickel – Planning and Development Director

BILL NO. 5751

ORDINANCE NO. _____

AN ORDINANCE APPROVING HIGH DENSITY RESIDENTIAL (HDR) ZONING FOR THE PROPERTY LOCATED AT 125 LAKEFRONT DRIVE, BRANSON, MISSOURI.

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

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

Read, this first time on this ____ day of _____, 2019.

Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri on this ____ day of _____, 2019.

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K. Westfall
City Clerk

CEL #51831 11/13/15

Chris Lebeck #51831
City Attorney

EXHIBIT 'A'

125 Lakefront Drive (Building 9A)
Parcel ID # 18-2.0-10-004-001-035.009

ALL OF BUILDING 9A, OF THE AMENDED PLAT OF BUILDINGS 9A AND 10A, THE LODGES AT CHATEAU COVE PHASE 4, A REPLAT OF BUILDINGS 9, 10 AND 11, ACCORDING TO THE RECORDED PLAT THEREOF, PLAT BOOK/SLIDE L, AT PAGE 311, TANEY COUNTY RECORDER'S OFFICE, TANEY COUNTY, MISSOURI.



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING HIGH DENSITY RESIDENTIAL (HDR) ZONING FOR THE PROPERTY LOCATED AT 111 CHATEAU COVE DRIVE, BRANSON, MISSOURI.

INITIATED BY: PLANNING & DEVELOPMENT DEPARTMENT

FIRST READING: DECEMBER 10, 2019 **FINAL READING:** JANUARY 14, 2020

EXECUTIVE SUMMARY:

- The subject property is located within the Lodges at Chateau Cove development, which is located on the west side of State Highway 265, approximately 1,500 feet north of the entrance to Chateau on the Lake Resort Spa and Convention Center.
- This request will establish zoning for the subject property which is consistent and complimentary with the adjacent properties and their uses. The requested zoning is also consistent with the existing use of the property, and will provide an appropriate buffer between the State Highway 265 corridor and the residential development to the west and adjacent to Table Rock Lake.
- Annexation was requested for this property on October 8, 2019, and approved on November 26, 2019.
- Planning Commission recommended approval of the bill through Resolution 19-2.14 (19-00200014) at their November 5, 2019 meeting.

FINANCIAL IMPACT:

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

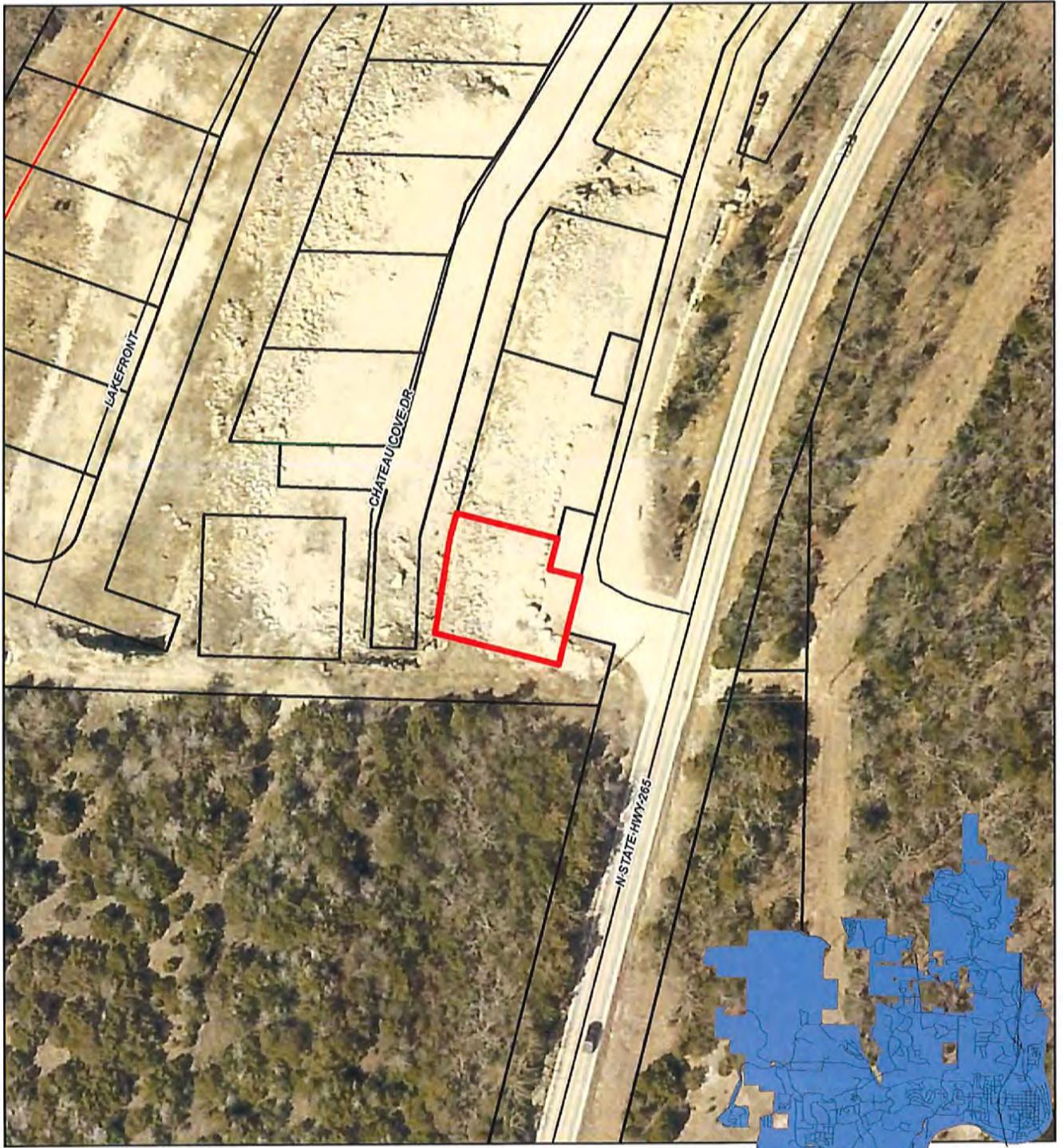
STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

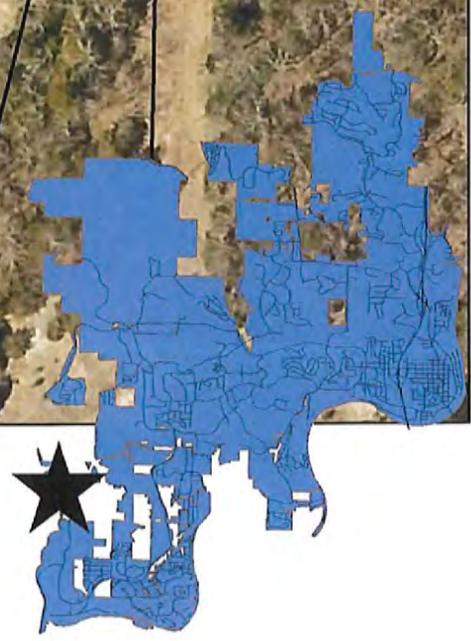
COMMUNITY PLAN 2030: LU Strategy 5.1 – Zoning Regulations.

ATTACHED EXHIBITS:
1) Vicinity Maps
2) Planning Commission Resolution No. 19-2.14 (November 5, 2019)

1) VICINITY MAPS



111 Chateau Dr



1 in = 80 ft

City of Branson
Planning & Development
Date: 10/4/2019

VICINITY MAPS - CURRENT ZONING



City of Branson
 Planning & Development
 Date: 10/4/2019

111 Chateau Cove Dr

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

VICINITY MAPS - PROPOSED ZONING



111 Chateau Cove Dr

City of Branson
Planning & Development
Date: 10/4/2019

PLANNING COMMISSION

RESOLUTION NO. 19-2.14 (19-00200014)

A PLANNING COMMISSION RESOLUTION RECOMMENDING APPROVAL OF HIGH DENSITY RESIDENTIAL (HDR) ZONING FOR THE PROPERTY LOCATED AT 111 CHATEAU COVE DRIVE, BRANSON, MISSOURI.

WHEREAS, a Zoning Application has been initiated by Brian Hanson on behalf of Bacana LLC, for approval of High Density Residential (HDR) zoning for the property located at 111 Chateau Cove Drive, legally described as follows:

BUILDING 18, LODGES AT CHATEAU COVE, PHASE 2, A CONDOMINIUM AS PER THE RECORDED PLAT THEREOF, PLAT BOOK/SLIDE L, PAGES 255-258, TANEY COUNTY, MISSOURI, AND ACCORDING TO THE DECLARATION OF CONDOMINIUM AND BY-LAWS THEREOF, AS RECORDED IN BOOK 2018, PAGE(S) 23220, AS AMENDED.

WHEREAS, the Zoning Regulations for the City of Branson, Missouri, require a Public Hearing before the Planning Commission for the approval of High Density Residential (HDR) zoning; and,

WHEREAS, a Public Hearing was held before the Planning Commission on November 5, 2019, at 7:00 PM in the Council Chambers located at 110 W. Maddux Street, Branson, Missouri; and,

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

BE IT THEREFORE RESOLVED, that the Planning Commission for the City of Branson hereby recommends approval of High Density Residential (HDR) zoning for the property located at 111 Chateau Cove Drive, Branson, Missouri.

DONE THIS 5TH DAY OF NOVEMBER 2019, BY THE PLANNING COMMISSION FOR THE CITY OF BRANSON, MISSOURI.


Clark Harris - Chairman

ATTEST:


Joel Hornickel – Planning and Development Director

BILL NO. 5752

ORDINANCE NO. _____

AN ORDINANCE APPROVING HIGH DENSITY RESIDENTIAL (HDR) ZONING FOR THE PROPERTY LOCATED AT 111 CHATEAU COVE DRIVE, BRANSON, MISSOURI.

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

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

Read, this first time on this ____ day of _____, 2019.

Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri on this ____ day of _____, 2019.

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk



Chris Lebeck #51831
City Attorney

EXHIBIT 'A'

111 Chateau Cove Drive (Building 19)
Parcel ID # 18-2.0-10-003-001-003.019

BUILDING 18, LODGES AT CHATEAU COVE, PHASE 2, A CONDOMINIUM AS PER THE RECORDED PLAT THEREOF, PLAT BOOK/SLIDE L, PAGES 255-258, TANEY COUNTY, MISSOURI, AND ACCORDING TO THE DECLARATION OF CONDOMINIUM AND BY-LAWS THEREOF, AS RECORDED IN BOOK 2018, PAGE(S) 23220, AS AMENDED.

STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING HIGH DENSITY RESIDENTIAL (HDR) ZONING FOR THE PROPERTY LOCATED AT 250 CHATEAU COVE DRIVE, BRANSON, MISSOURI.

INITIATED BY: PLANNING & DEVELOPMENT DEPARTMENT

FIRST READING: DECEMBER 10, 2019 **FINAL READING:** JANUARY 14, 2020

EXECUTIVE SUMMARY:

- The subject property is located within the Lodges at Chateau Cove development, which is located on the west side of State Highway 265, approximately 1,500 feet north of the entrance to Chateau on the Lake Resort Spa and Convention Center.
- This request will establish zoning for the subject property which is consistent and complimentary with the adjacent properties and their uses. The requested zoning is also consistent with the existing use of the property, and will provide an appropriate buffer between the State Highway 265 corridor and the residential development to the west and adjacent to Table Rock Lake.
- Annexation was requested for this property on October 8, 2019, and approved on November 26, 2019.
- Planning Commission recommended approval of the bill through Resolution 19-2.15 (19-00200015) at their November 5, 2019 meeting.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

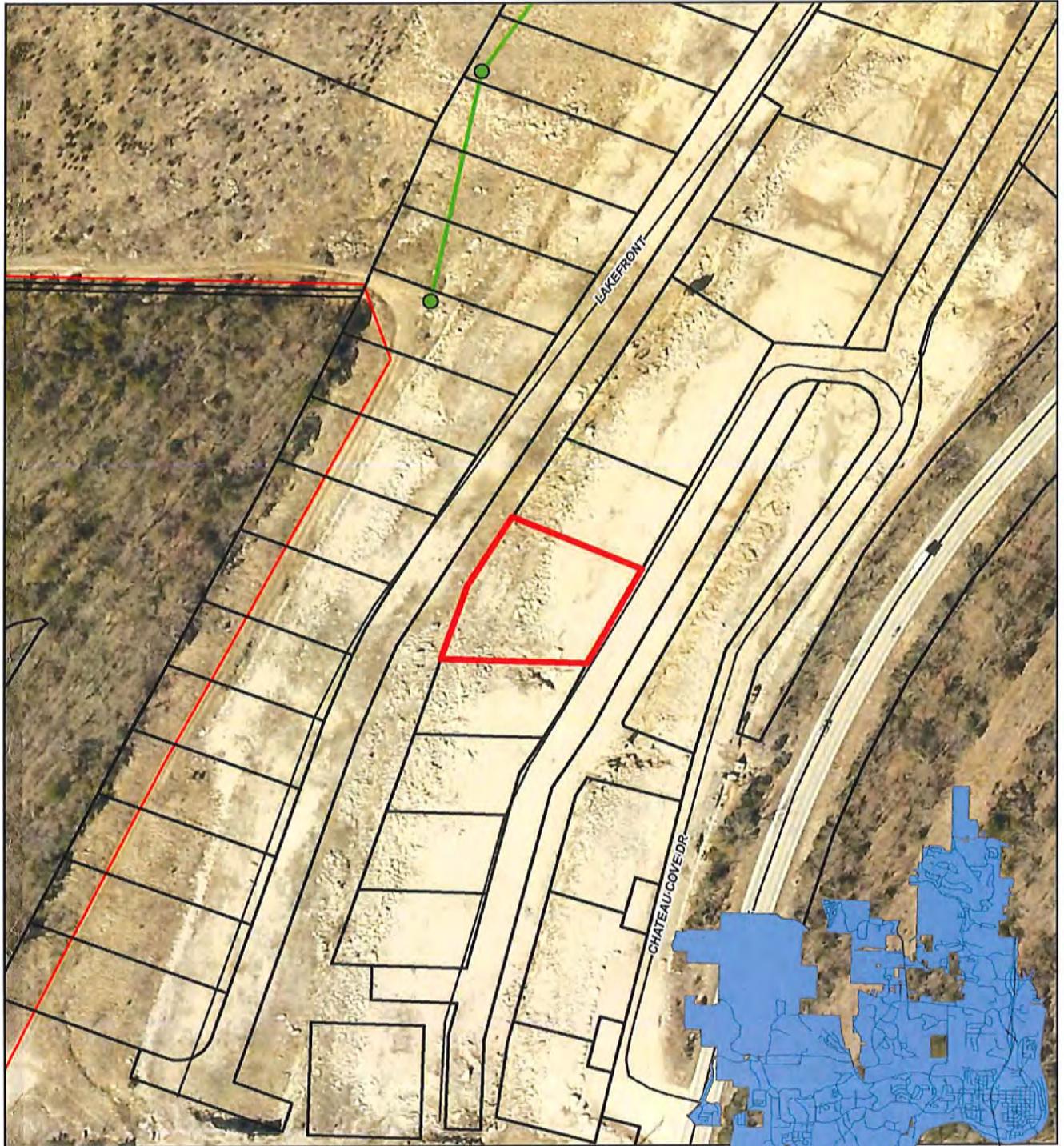
- Recommended**
- Not Recommended**
- Neutral/None**



COMMUNITY PLAN 2030: LU Strategy 5.1 – Zoning Regulations.

ATTACHED EXHIBITS:
1) Vicinity Maps
2) Planning Commission Resolution No. 19-2.15 (November 5, 2019)

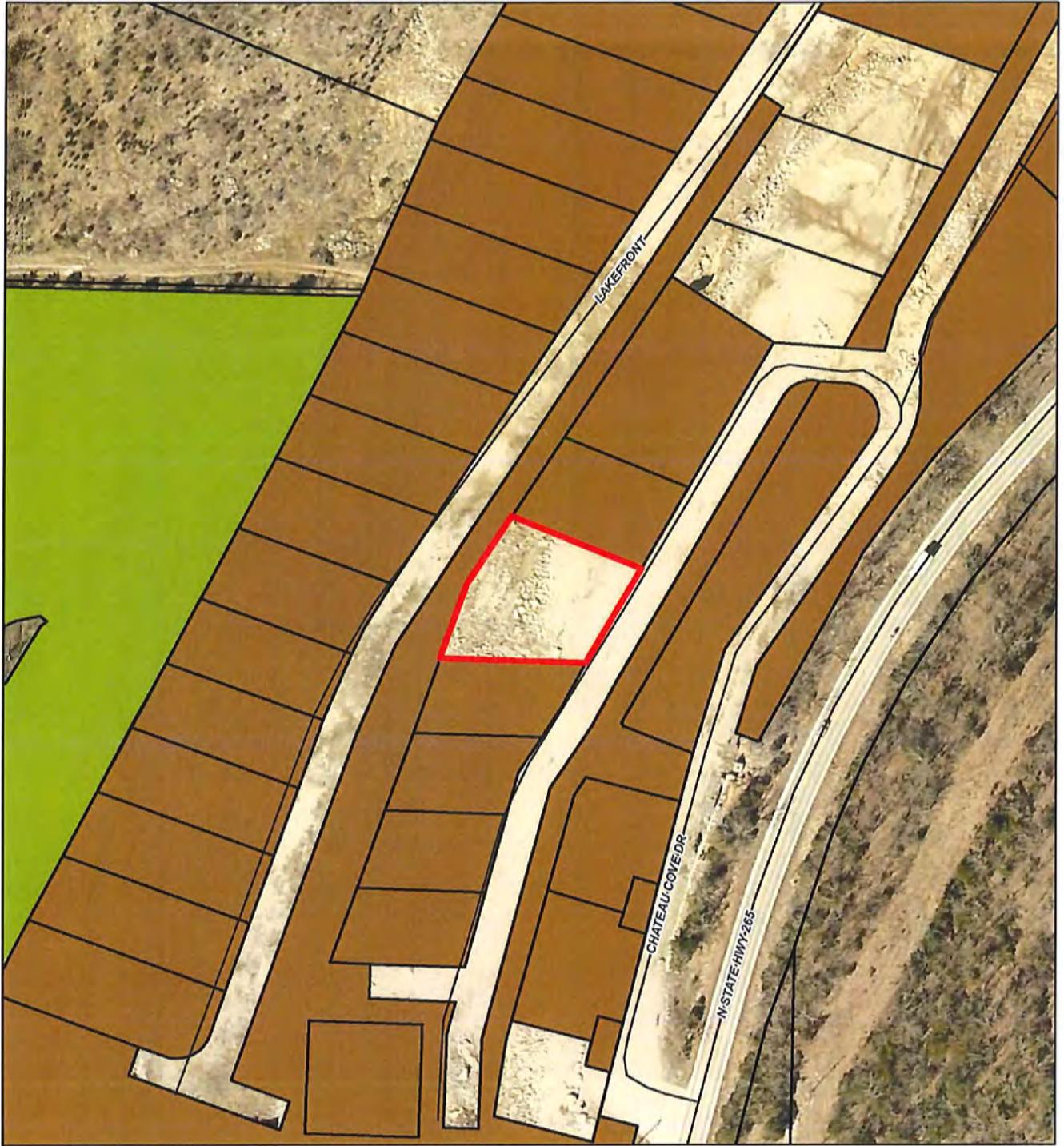
1) VICINITY MAPS



250 Chateau Cove Dr



VICINITY MAPS - CURRENT ZONING



250 Chateau Cove Dr

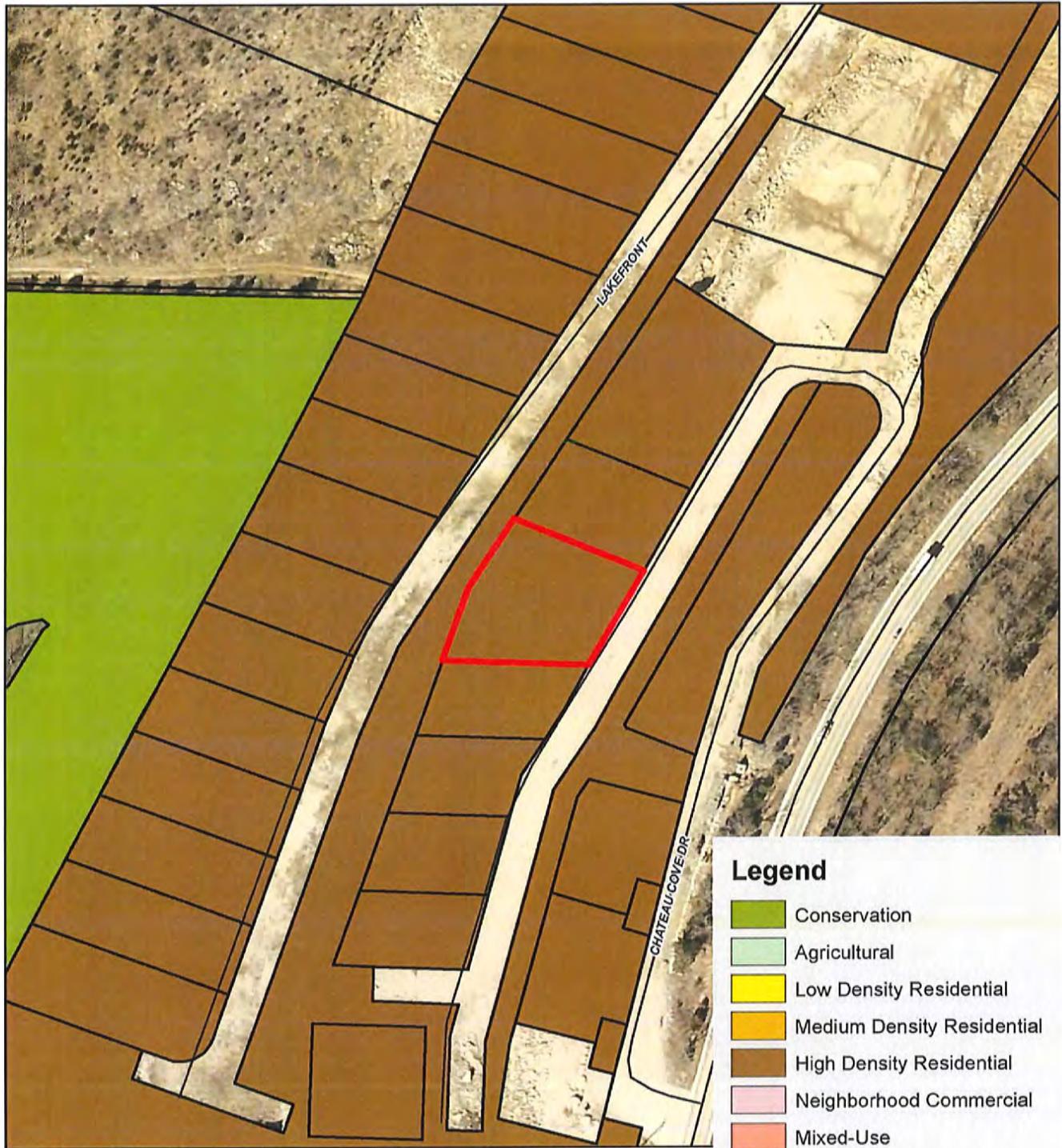


1 in = 100 ft

City of Branson
 Planning & Development
 Date: 10/4/2019

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

VICINITY MAPS - PROPOSED ZONING



Legend

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



1 in = 100 ft

250 Chateau Cove Dr

City of Branson
Planning & Development
Date: 10/4/2019

PLANNING COMMISSION

RESOLUTION NO. 19-2.15 (19-00200015)

A PLANNING COMMISSION RESOLUTION RECOMMENDING APPROVAL OF HIGH DENSITY RESIDENTIAL (HDR) ZONING FOR THE PROPERTY LOCATED AT 250 CHATEAU COVE DRIVE, BRANSON, MISSOURI.

WHEREAS, a Zoning Application has been initiated by David Schmitz on behalf of BVH Investments, LLC, for approval of High Density Residential (HDR) zoning for the property located at 250 Chateau Cove Drive, legally described as follows:

BUILDING 6, THE LODGES AT CHATEAU COVE, PHASE 3, ACCORDING TO THE RECORDED PLAT THEREOF, PLAT BOOK/SLIDE L, PAGES 259-262, AND ACCORDING TO THE DECLARATION OF CONDOMINIUM AND ALL AMENDMENTS THERETO, TANEY COUNTY RECORDER'S OFFICE, TANEY COUNTY, MISSOURI, TOGETHER WITH THE CORRESPONDING PERCENTAGE INTEREST IN THE GENERAL COMMON ELEMENTS AND THE LIMITED COMMON ELEMENTS APPURTENANT THERETO.

WHEREAS, the Zoning Regulations for the City of Branson, Missouri, require a Public Hearing before the Planning Commission for the approval of High Density Residential (HDR) zoning; and,

WHEREAS, a Public Hearing was held before the Planning Commission on November 5, 2019, at 7:00 PM in the Council Chambers located at 110 W. Maddux Street, Branson, Missouri; and,

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

BE IT THEREFORE RESOLVED, that the Planning Commission for the City of Branson hereby recommends approval of High Density Residential (HDR) zoning for the property located at 250 Chateau Cove Drive, Branson, Missouri.

DONE THIS 5TH DAY OF NOVEMBER 2019, BY THE PLANNING COMMISSION FOR THE CITY OF BRANSON, MISSOURI.


Clark Harris - Chairman

ATTEST:


Joel Hornickel – Planning and Development Director

EXHIBIT 'A'

250 Chateau Cove Drive (Building 6)

Parcel ID # 18-2.0-10-003-001-003.016

BUILDING 6, THE LODGES AT CHATEAU COVE, PHASE 3, ACCORDING TO THE RECORDED PLAT THEREOF, PLAT BOOK/SLIDE L, PAGES 259-262, AND ACCORDING TO THE DECLARATION OF CONDOMINIUM AND ALL AMENDMENTS THERETO, TANEY COUNTY RECORDER'S OFFICE, TANEY COUNTY, MISSOURI, TOGETHER WITH THE CORRESPONDING PERCENTAGE INTEREST IN THE GENERAL COMMON ELEMENTS AND THE LIMITED COMMON ELEMENTS APPURTENANT THERETO.



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL AUTHORIZING AN AGREEMENT WITH THE CONSERVATION COMMISSION OF THE STATE OF MISSOURI FOR WATER MAIN EASEMENTS ON THE RUTH AND PAUL HENNING CONSERVATION PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: UTILITIES DEPARTMENT

FIRST READING: DECEMBER 10, 2019 **FINAL READING:** JANUARY 14, 2020

EXECUTIVE SUMMARY:

- As part of the City’s Dewey Bald Area Water System Improvements, currently being engineered by Allgeier, Martin and Associates, Inc. the Missouri Department of Conservation (MDC) has agreed to allow the City to install a 12” water main across the Ruth and Paul Henning Conservation Area. The new main will be installed within an existing electric utility corridor which currently crosses Henning. The electric utility is agreeable to share the 30’ wide corridor with the City for a water main easement.
- Allgeier, Martin prepared the necessary legal descriptions and drawings for the required easements which include a 30’ wide by an approximate 1209’ length for the main and an ingress/egress easement at the south entrance of the Henning Overlook which extends from Highway 76 to the corridor easement.
- MDC is willing to grant easements on the Henning property at no cost to the City and has prepared the necessary easement documents which includes required Best Management Practices (BMP) which the City’s contractor will be required to follow as a condition of obtaining the easements. Staff and the City’s engineer have reviewed the BMPs, which were discussed with Conservation representatives during the procurement discussions, and find the requirements acceptable and obtainable at minimal cost to the project construction.
- Staff recommends approval of the easement documents with the Conservation Commission of the State of Missouri which allows the City to install, access and maintain the planned new 12” water main.

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: El 1.1 Action 1.1.3

ATTACHED EXHIBITS:

BILL NO. 5757

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH THE CONSERVATION COMMISSION OF THE STATE OF MISSOURI FOR WATER MAIN EASEMENTS ON THE RUTH AND PAUL HENNING CONSERVATION PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City Branson entered into an agreement with Allgeier, Martin and Associates in January 2019 for professional services to engineer and design the City’s Dewey Bald Area Water System Improvements; and

WHEREAS, with this agreement, easements are necessary to cross the Ruth and Paul Henning Conservation property with a 12” water main; and

WHEREAS, the Board of Aldermen desires to obtain the necessary easements.

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 an easement with the Conservation Commission of the State of Missouri for easements and authorizes the Mayor to execute the easements 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 _____, 2019.

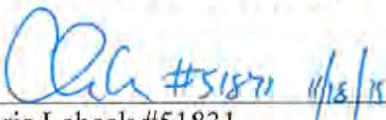
Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this ____ day of _____, 2019.

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk



Chris Lebeck #51831
City Attorney

WATERLINE EASEMENT

THIS INDENTURE, made on the ____ day of _____, 2019, by and between the CONSERVATION COMMISSION OF THE STATE OF MISSOURI, of the County of Cole, State of Missouri, hereinafter referred to as "Grantor", and the CITY OF BRANSON, MISSOURI, a municipal corporation, of the County of Taney, State of Missouri, hereinafter referred to as "Grantee". (Grantee's mailing address is: 110 West Maddux, Branson, MO 65616).

WITNESSETH, that Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY, and CONFIRM unto Grantee, and unto Grantee's successors and assigns, a perpetual non-exclusive easement to enter upon the lands of the Grantor situated in Taney County, Missouri, and described as follows, to wit:

SEE EXHIBIT A ATTACHED HERETO

(hereinafter the "easement area") for the sole purpose of construction, installation, operation, inspection, maintenance, repair, replacement, and removal of a waterline or waterlines in connection therewith, together with an easement for ingress and egress to the easement area, which is described in Exhibit B attached hereto and incorporated herein by reference, and for said purposes only and no other purpose. All rights, privileges, and authority granted to Grantee in this paragraph to Grantee are subject to Grantee's complying at all times with the terms and conditions and best management practices contained herein and set forth in Exhibit C attached hereto and incorporated herein by reference.

Grantee's use of this easement is restricted to water line construction, installation, operation, inspection, maintenance, repair, replacement, and removal, and activities associated therewith. Failure to enforce any breach by Grantee of any covenant or condition contained herein in a timely fashion shall not constitute subsequent waiver of performance of that covenant or condition by Grantor; and Grantor may, at its election, enforce any and all breaches of covenants or conditions by Grantee at any time. Grantor shall give no less than thirty (30) days' notice of any breach herein to Grantee and, should Grantee fail to cure said breach or fail to commence good faith efforts to cure said breach by the expiration of that thirty (30) day period after notice, Grantee shall be liable for all damages under the terms of this easement subsequent to and resulting from the aforesaid breach.

Excepting Grantor's negligence and the negligence of its employees, contractors, agents and invitees, Grantee will indemnify and hold Grantor harmless from any and all liability which may occur

as a direct and proximate result of any and all activity by Grantee on or about the location of this easement, or as a direct and proximate result of Grantee's construction, operation, inspection, maintenance, repair, or replacement of a water line to the extent that such damages were caused by acts or omissions of Grantee, its employees, agents, and/or contractors.

Grantor reserves the right to use all of the area included in this easement for any purpose that will not interfere with the use for which this easement is granted.

It is understood and agreed that the aforesaid covenants and agreements shall run with the land.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

GRANTOR:

Conservation Commission of the
State of Missouri

By: _____
Sara Parker Pauley, Director

Approved as to Form:

Deputy Counsel

GRANTEE:

City of Branson, Missouri

By: _____
E. Edd Akers, Mayor

(Seal)

Attest:

Lisa Westfall, City Clerk

Approved as to Form:

Cell # 51831 11/16/15
Chris Lebeck #51831
City Attorney

STATE OF MISSOURI)
) ss.
COUNTY OF COLE)

On this _____ day of _____, 2019, before me appeared Sara Parker Pauley, to me personally known who, being by me duly sworn, did say that she is Director of the Missouri Department of Conservation, and that the foregoing instrument was signed on behalf of the Conservation Commission of the State of Missouri by authority vested in her by such Commission, and the said Sara Parker Pauley acknowledged said instrument to be the free act and deed of the Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Cole County, Missouri, the day and year last above written.

Notary Public

My commission expires: _____

STATE OF MISSOURI)
) ss.
COUNTY OF TANEY)

On this _____ day of _____, 2019, before me appeared E. Edd Akers, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Branson, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City of Branson, Missouri, and that said instrument was signed and sealed on behalf of said City of Branson, Missouri, by authority of its Board of Aldermen, and said E. Edd Akers acknowledged said instrument to be the free act and deed of said City of Branson, Missouri.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Taney County, Missouri, the day and year last above written.

Notary Public

My commission expires: _____

Exhibit A
(page 1 of 2)

PERMANENT EASEMENT

A Tract of Land being part of the Northeast Quarter of the Northeast Quarter (NE NE 1/4) of Section 34 Township 23 North Range 22 West and being part of the Southwest Quarter of the Northwest Quarter of the Northwest Quarter (SW NW NW 1/4) of Section 35 Township 23 North Range 22 West Lying East of Highway 76, all in Taney County, Missouri. Being described more fully as follows:

Commencing at the Southwest Corner of the Southwest Quarter of the Northwest Quarter of the Northwest Quarter (SW COR. SW NW NW 1/4) of said Section 35, a found Iron Pin with Survey Cap;
Thence S88°38'58"E a distance of 47.97 feet along the South Line of the Northwest Quarter of the Northwest Quarter (NW NW ¼) to the Point of Beginning;

Thence S88°38'58"E a distance of 30.77 feet along said South Line;
Thence N11°27'20"W leaving said South Line a distance of 84.01 feet;
Thence N39°47'29"W a distance of 91.91 feet to the West Line of said Northwest Quarter of the Northwest Quarter (NW NW ¼) of said Section 35;
Thence N39°47'29"W a distance of 1135.50 feet;
Thence N78°30'25"W a distance of 27.02 feet to the apparent East Right-of-Way Line of Highway 76;
Thence along said East Line on a curve to the Right, having a radius of 608.69 feet, an arc distance of 30.01 feet, a central angle of 2°49'29" (chord=S10°31'43"W,30.00 feet);
Thence S78°30'25"E leaving said Est Line a distance of 15.98 feet;
Thence S39°47'29"E a distance of 1159.46 feet to the East Line of the Northeast Quarter of the Northeast Quarter (NE NE 1/4) of said Section 34;
Thence S39°47'29"E a distance of 49.83 feet;
Thence S11°27'20"E a distance of 69.62 feet to the Point of Beginning.

Containing 0.91 Acres (39,496.3 Square Feet) more or less.

Prepared by Allgeler Martin and Associates, Darin D. Carpenter (Agent).

Du D / ft



8/7/19

Exhibit B

INGRESS/EGRESS EASEMENT

A Tract of Land being part of the Northeast Quarter of the Northeast Quarter (NE NE 1/4) of Section 34 Township 23 North Range 22 West Lying East of Highway 76, all in Taney County, Missouri. Being described more fully as follows:

Commencing at the Southeast Corner of the Northeast Quarter of the Northeast Quarter (SE COR. NE NE 1/4) of said Section 34, a found Iron Pin with Survey Cap;
Thence N01°13'01"E a distance of 921.22 feet along the East Line of said Northeast Quarter;
Thence N88°46'59"W a distance of 709.38 feet to the Point of Beginning;

Thence N39°47'29"W a distance of 40.02 feet;
Thence S49°55'23"W a distance of 21.36 feet'
Thence N88°40'47"W a distance of 35.36 feet to the apparent East Right of Way Line of Highway 76;
Thence along a curve to the right, having a radius of 608.69 feet, an arc distance of 41.84 feet, a central angle of 3°56'18" (chord=S18°20'13"W, 41.83 feet);
Thence S88°40'47"E a distance of 62.72 feet;
Thence N49°55'23"E a distance of 36.27 feet to the Point of Beginning.

Containing 0.07 Acres (3104.3 Square Feet) more or less.

Prepared by Allgeier Martin and Associates, Darin D. Carpenter (Agent).

Du P fto



8/7/19

EXHIBIT C
Best Management Practices (BMPs)
and Additional Terms and Conditions
Waterline Easement
Ruth and Paul Henning Conservation Area

Pre-Construction BMP Requirements; Terms and Conditions:

1. Grantee will notify Grantor's area manager (the "area manager") of the Ruth and Paul Henning Conservation Area (the "conservation area") regarding any and all pre-construction meetings between Grantee and Grantee's construction contractor and permit the area manager and/or his designee to attend and provide input in such meeting(s). The current area manager is Stephen Short, whose telephone number is 417-334-3324.
2. Grantee will consult with the area manager regarding timing of construction of the waterline construction project (the "project"), duration of construction, and any and all impact that the construction will have relating to the public's use of the conservation area. Grantee will make every effort to minimize impacts on public programming and use during the construction period.
3. The boundary of the easement area will be flagged/painted prior to commencement of the project.
4. Grantee will consult with and obtain the area manager's prior approval regarding the location(s) for staging and parking of materials, supplies, equipment and vehicles.
5. Grantee will construct silt fences around the easement area prior to commencement of the project.
6. Prior to moving equipment onto the conservation area, Grantee will scrape and brush soil and debris from exterior surfaces of such equipment and then power wash them to minimize the risk of transporting seeds of exotic plants. The area manager or his designee will inspect and approve the cleanliness of such equipment when it arrives at the conservation area.

Project Construction BMP Requirements; Terms and Conditions:

1. Work on the project will be restricted to between the period of time between October 1 to March 31 in order to minimize impact on public use of the conservation area and to protect federally endangered bats that may be using maternity roost trees within the project area.
2. Road rights-of-way and road entrances will be cleaned of debris, trash, and other items on a daily basis by Grantee during construction.
3. Grantee will, during clearing, trench digging, and waterline installation, do as little damage as possible to the easement area. Work should not be performed when excessive wet conditions will cause ruts greater than six inches in depth.

4. Spreading seeds and other propagules from infested to non-infested areas during construction, maintenance, and reconstruction shall be avoided.

5. To the extent practical, ensure that fill and gravel are free of invasive species and their propagules, prior to placement on the easement area. Quarry rock is less likely to contain invasive plants seeds compared to creek gravel.

6. All debris, flora, and refuse will be disposed of in a manner that will provide some wildlife benefit and reduce fire hazards as directed by the area manager. All debris will be disposed of in a manner designed to minimize unattractiveness.

7. Cutting and chipping of vegetation as well as movement of equipment and pipe sections should be done in a manner so as to retain existing top soil and leaf/grass litter.

8. Construction should minimize runoff, to-wit:

- The pipeline corridor grade should be kept at less than 8 percent. Where terrain necessitates a steeper grade, minimize section length.
- The pipeline corridor should be designed to shed water. Water control methods include crowning the road, using the natural slope, side ditches, culverts, water turnouts (also known as wing ditches), broad-based dips and waterbars.
- Spacing of broad-based drainage dips are as follows:

Road Grade (percent)	Approximate Distance Needed Between Dips or Turnouts (feet)
1	500
2	300
5	180
10	140

9. Avoid tracking mud onto public roadways leading to and from the conservation area to minimize unattractiveness.

10. Avoid burying wood debris in the road base, as the wood will eventually rot thereby requiring repair and reconstruction.

11. Be aware of and comply with state and federal regulations and quarantines that affect movement of logs, coarse woody debris, and other tree parts due to the presence of invasive insects and diseases. Consult with Missouri Department of Agriculture for current quarantine information.

12. Use precaution and proper planning when using fuels, lubricants and other materials associated with heavy equipment operations in order to prevent soil, water, and wetland contamination. A basic spill kit should be kept on-site.

13. Compost filter socks are generally placed along the perimeter of a site such as this, at intervals along a slope, or as ditch checks to slow down runoff and retain sediment, allowing cleaned water to flow through. Compost material shall be screened ≤ 2 inches. Filter socks generally come in 8", 12", and 18" diameters. Compost filter socks can be used for sheet flow and small concentrated flows. Common industry practice is that drainage areas should not exceed 0.25 acres per 100 feet of

sock length and flow should not exceed one cubic foot per second. Install filter socks prior to disturbance of the site. Follow manufacturer's specifications. Inspect every week and within 48 hours after every rain event that causes stormwater runoff to occur on-site. Prevent vehicles and machinery from damaging sock(s). Remove accumulated sediment generally when it reaches half the height of the sock, replace broken stakes, and repair or replace sections that are torn. Fiber rolls can be used in areas of low shear stress including: along the toe, top, face, and at grade breaks on exposed and erodible slopes to shorten slope length and spread runoff as sheet flow; at the end of a downward slope where it transitions to a steeper slope, along the perimeter of the project (less than 1/3 acre) or down-slope of a stockpile, and down-slope of other exposed soil areas.

14. Should any evidence of the presence of significant cultural resources be identified during excavation work, the project should cease and the Missouri SHPO should be contacted in order to evaluate the find.

15. No above-ground devices or appliances of any kind or nature including, but not limited to meter bases or pedestals, shall be constructed or placed on the easement area.

16. The closed road on the conservation area that leads to the tower site cannot be used for the project in any manner.

Post-Construction BMP Requirements: Terms and Conditions:

1. Grantee, upon the initial installation, and upon each and every occasion that the same be repaired, replaced, renewed, added to, or removed, shall restore the premises of Grantor, and any improvements disturbed by Grantee, to as good condition as they were prior to any such installation or work to the extent reasonably practicable. This includes but is not limited to replacing the paved driveway into the conservation area and the fence, removing excess debris and any construction materials from the site, and repairing any areas of ruts within roadways or the pipeline corridor.

2. For work completed in the winter, use straw or bark mulch on areas most likely to erode.

3. Revegetate the project area to help prevent erosion, to-wit:

- A cover crop of annual rye will be spread on the construction area by hand spreader or ATV spreader (no drills, discs, or cultivators, etc.).
- A native glade seed mix will be spread by hand spreader or ATV pulled spreader (no drills, discs, cultivators, etc.). The seed mix will be spread at 7 lbs. per acre and be comprised of Aster, Aromatic; Aster, Southern Prairie; Black-eyed Susan, Common; Blazing Star, Glade; Blazing Star, Squarrosa; Coneflower, Pale Purple; Coneflower, Upright Prairie; Coneflower, Yellow; Coreopsis, Plains; Coreopsis, Tickseed; Goat's Rue; Golden Alexanders; Goldenrod, Gray; Indigo, Blue; Leadplant; Lespedeza, Slender; Milkweed, Butterfly; Mint, Ohio; Partridge Pea; Poppy Mallow, Purple; Quinine, Wild; Sensitive Brier. This mix can be obtained from Hamilton's Seed Company under the name of Dry'n Rocky Mix OR can be requested as a custom mix from Missouri Wildflowers Nursery. Seed must be Missouri Native ecotype.

- A companion warm season grass mix will be spread at 5 lbs per acre and be comprised of Broomsedge; Fescue, Cluster; Panicgrass, Woolly; Sideoats Grama; Split Beard; Witch Grass. This mix can be obtained from Hamilton's Seed Company under the name of Companion Grass Mix-Dry OR can be requested as a custom mix from Missouri Wildflowers Nursery. Seed must be Missouri Native ecotype.

4. A post-project walk-through with the area manager or his designee will occur before the project is considered complete.

5. Excepting in cases of emergency, including water line breaks, Grantee and/or its designated contractor will contact and notify the area manager fourteen (14) days prior to any routine maintenance work on the easement area.

6. Excepting in cases of emergency, including water line breaks, should it become necessary for Grantee to control vegetation and flora on the easement area, Grantee will do so only after obtaining approval from the area manager, and only by prescribed methods and with prescribed materials, all of which will be submitted to the area manager for approval prior to use thereof.



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL ACCEPTING THE PROPOSAL OF KIRK'S EXCAVATION INC. FOR A SANITARY SEWER MAIN EXTENSION IN THE AREA OF HARMONY LANE AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: UTILITIES DEPARTMENT

FIRST READING: DECEMBER 10, 2019 **FINAL READING:** JANUARY 14, 2020

EXECUTIVE SUMMARY:

- Five bids were received on September 19, 2019 to construct a City sanitary sewer main extension in the area of Harmony Lane.
- In June of 2018 Utilities received a call from a property owner with concerns of water surfacing on Harmony Lane and running onto their property. The source of the water was traced to a neighboring property and an assumption was derived that the property's sewer service line was blocked. Upon further investigation it was discovered the property was not connected to the City sewer system and the problem was the result of a failed septic tank system at 184 Harmony Lane.
- Following research and consideration of options as further summarized in the detailed analysis, the recommended solution to this issue is the construction of an 8" City sewer main extension.
- Bids are as follows:

<u>Bidder</u>	<u>Total</u>
Kirk's Excavation, Inc.	\$197,430.48
Heavy Constructors of Arkansas	\$256,058.50
K&B Equipment LLC	\$256,626.16
Tom Boyce Excavating, Inc.	\$272,913.00
Davis Construction	\$285,990.00

- Staff recommends bid award to Kirk's Excavation, Inc. in an amount not to exceed \$197,430.48. Funds to cover this cost are allotted in the 2020 water and sewer capital budget.

FINANCIAL IMPACT:

- No impact/Not applicable
- Budgeted in the 2020 fiscal year budget
- Other (see additional explanation)

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: El 1.1 Action 1.1.1

ATTACHED EXHIBITS:

**ITEM/SUBJECT: READING OF A BILL ACCEPTING THE PROPOSAL OF KIRK'S
EXCAVATION INC. FOR A SANITARY SEWER MAIN
EXTENSION IN THE AREA OF HARMONY LANE AND
AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

DETAILED ANALYSIS:

The property subject to this matter has been annexed since 1990. Various owners of the property have paid a combined water and sewer bill since 1993. Staff confirmed the property is connected to City water, however, no inspection records could be located for connection to City sewer.

Staff worked with the current owner to research possibilities for connection to City sewer, however, the nearest connection point was over 600 feet from the property. Extending a private service that distance and across neighboring properties was not practical nor was it acceptable to the neighboring property owners.

City ordinance also prohibits replacement of existing septic systems inside the city limits once that system has failed. In order to keep the business on the property open a temporary arrangement was made with the owner for the City to haul waste from the property until a final answer to the issue was determined.

The recommended sewer extension would address the current matter of sewer service to 184 Harmony Lane. The proposed main would also provide access to public sewer for ten additional individual properties in the area which currently do not have reasonable access to public sewer.

Research and design of the extension was performed in house with Public Works Engineering Staff and Utilities performing utility locates. If approved the proposed sanitary sewer extension would begin at an existing sewer main located on Summit Drive. The new main would extend westward for approximately 998 feet and end at a point just past 184 Harmony Lane.

Necessary easements have been obtained and recorded for the extension. Components of the bid include excavation and installation of the main and associated manholes, service stubs to property lines, backfill and repaving of asphalt that will be removed in the project area.

AN ORDINANCE ACCEPTING THE PROPOSAL OF KIRK'S EXCAVATION INC. FOR A SANITARY SEWER MAIN EXTENSION IN THE AREA OF HARMONY LANE AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson advertised for proposals for approximately 998 lineal feet of 8" diameter sanitary sewer pipe along with the associated manholes, laterals and the connection to the existing system which includes replacement of 10 lineal feet of existing 21" sanitary sewer pipe; and

WHEREAS, of the proposals which were received, Kirk's Excavation Inc. has been recommended for approval by Staff; and

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

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

- Section 1: The Board of Aldermen hereby accepts the proposal of Kirk's Excavation Inc. for the Harmony Lane Sewer Extension in the amount not to exceed \$197,430.48 and authorizes the Mayor to execute the contract attached hereto as Exhibit "1".
- Section 2: The Board of Aldermen hereby authorizes the City Administrator to approve change orders in accordance with the City's change order policy established by Resolution 2019-002.
- Section 3: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this ____ day of _____, 2019.

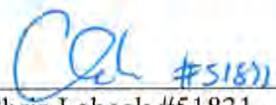
Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this ____ day of _____, 2019.

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

 #51831 11/16/19

Chris Lebeck #51831
City Attorney



CITY OF BRANSON

Harmony Lane Sanitary Sewer Extension

BRANSON, MISSOURI

Bid Opening Date:

September 19, 2019

City of Branson
Public Works/Engineering Department
110 West Maddux, Suite 310
Branson, Missouri 65616
(417) 337-8559

TABLE OF CONTENTS

BIDDING REQUIREMENTS	Page No.
Advertisement for Bids	3
Instructions to Bidders	5
Bid Form	11
Bid Bond	14
Anti-Collusion Statement	20
Contractor's Qualifications	21
Subcontractor Disclosure Form	23
 CONTRACT FORMS	
Notice of Award	24
Construction Contract	25
Immigration Affidavit	35
E-Verify Example	
Insurance Requirements/Example	
Payment Bond	37
Performance and Maintenance Bond	39
Notice to Proceed	41
Lien Waiver	42
Release by Claimants	43
Certificate of Compliance and Affidavit with Prevailing Wage Law	44
 CONDITIONS OF THE CONTRACT	
Standard General Conditions	45
Special Provisions	69

ANNUAL WAGE ORDER NO. 26

ADVERTISEMENT FOR BIDS

Sealed bids will be received by the City of Branson City Clerk, at City Hall, 110 West Maddux, Branson, Missouri, 65616 until 3:00 p.m., local time Thursday, September 19, 2019, for the Harmony Lane Sanitary Sewer Extension located in Branson, Missouri and then publicly opened and read aloud.

The work to be performed under the provisions of this contract includes all of the work, materials, equipment and labor to complete the Harmony Lane Sewer system that consists of approximately 998 lineal feet of 8" diameter sanitary sewer pipe along with the associated manholes, laterals and the connection to the existing system which includes replacement of 10 lineal feet of existing 21" sanitary sewer pipe.

Copies of the drawings and specifications for use in preparing bids may be obtained by prospective bidders from the City of Branson Purchasing Department. Complete digital project bidding documents are available by going to www.bransonmo.gov and click on Businesses then click on Bids. Please visit the DemandStar page by clicking on "visit the DemandStar page". Plans and specifications may also be examined at the office of the Director of Public Works/Engineering at City Hall, 110 W. Maddux, Suite 310, Branson, MO.

Bids will be received on a lump sum and unit price basis. Each bidder shall file with his bid a cashier's check, certified check or a bidder's bond for 5 percent (5%) of the total amount of the base bid made payable to the City of Branson, Missouri, hereinafter referred to as the Owner.

The bidder to whom a contract is awarded will be required to furnish a performance bond and a payment bond on the forms provided, acceptable to the City of Branson, Missouri, each in the amount of 100 percent (100%) of the contract price, in conformity with the requirements of the General Conditions.

Wage rates paid on construction work for this project shall be at least equal to the prevailing wage rates as determined by the Division of Labor Standards of Missouri.

Enrollment in Federal Work Authorization Program

Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

Safety Training

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project

commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation. The Contractor and his subcontractors will be obligated not to discriminate in employment practices.

Contract time will be specified in the Bid Form. No Bid may be withdrawn within a period of 90 days after the date fixed for opening Bids.

The Owner reserves the right to reject any or all Bids, to waive informalities, and to reject nonconforming, nonresponsive, or conditional Bids.

MAYOR AND BOARD OF ALDERMEN
BRANSON, MISSOURI

INSTRUCTIONS TO BIDDERS

Bids will be received by the City of Branson, Missouri (herein called the "Owner"), at City Hall until 3:00 p.m. on Thursday, September 19, 2019 and then at said office publicly opened and read aloud.

GENERAL INSTRUCTIONS AND DEFINED TERMS:

Prospective bidders are instructed to read and become very familiar with the Standard General Conditions and Technical Specifications for Public Improvement Projects adopted April 12, 1999 and all revisions thereto. These instructions to bidders in no way reduce the scope of or the contents of the provisions in the technical specifications.

Terms used in these Instructions to Bidders, which are defined in the Standard General Conditions and Technical Specifications for Public Improvement Projects have the meanings assigned to them in the General Conditions.

QUALIFICATIONS OF BIDDERS:

To demonstrate qualifications to perform the Work, each Contractor bidding on this project is required to submit with their bid documents a current Statement of Bidder's Qualifications. Forms for this statement are included as part of these documents for the bidder's convenience.

The successful bidder will be required to have an occupational license with the City of Branson, Missouri before award of the contract can be made.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

It is the responsibility for each Bidder before submitting a Bid to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify engineer of all conflicts, errors or discrepancies in the Contract Documents.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid schedule by examination of the site and a review of the drawings and specifications including addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

Each bid must be submitted in a sealed envelope, addressed to the Owner. Each sealed envelope containing a Bid must be plainly marked on the outside as Bid for the type of improvements noted on the Bid sheets and the envelope should bear on the outside the name of the Bidder, his address, his license number, if applicable, and the name of the project for which the Bid is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner.

All Bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted. All names

must be typed or printed below the signature. The Bid shall contain an acknowledgment of receipt of all Addenda. The address and telephone number for communications regarding the Bid must be shown. Only one copy of the Bid form is required.

The Owner may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 90 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual Agreement between the Owner and the Bidder.

SUBCONTRACTORS, SUPPLIERS AND OTHERS:

Using the form supplied in the bid package, provide the names, addresses, telephone numbers, and proposed work items and amount of all subcontractors the bidder expects to use in performing the work under this proposal. If no subcontractors are expected to be used, a completed Subcontractor Disclosure Form is still required to accompany the bid.

After the bid opening the successful bidder may not substitute any of the subcontractors identified in the bid, except with the approval of the Director of Public Works and for good cause shown. The availability of another subcontractor at a lower cost to the general contractor after the general contractor's bid has been accepted by the City shall not constitute good cause for such substitution.

The Contractor shall not assign or sublet the contract or any portion of the contract without the written approval of the Director of Public Works in accordance with Section B of the General Conditions. The form of approval shall be completion and submittal of the enclosed subcontractor form including a statement of qualifications of the subcontractor and assurances that the subcontractor is legally bound to comply with all the requirements of the contract as they would apply to the prime contractor; for example, wage rates, equal employment opportunity regulations, submittal of payrolls, etc.

No subcontract shall under any circumstances relieve the Contractor or his surety of his liability and obligation under the contract, and all transactions will be made through the Contractor. Subcontractors will be recognized and dealt with only as workmen and representatives of the Contractor.

If approval is given for subletting work, the Contractor shall perform with his own organization bid items amounting to not less than fifty (50) percent of the total contract cost. The percentage of the work to be performed shall be computed using the bid items as shown on the bid proposal and the unit prices as submitted by the Contractor. No breakdown of the bid items will be allowed, such as breaking an excavation bid item into labor, equipment, fuel, etc. The unit prices used in the computation will be the bid price on the bid proposal, not the price the Contractor is to pay the subcontractor. The contract value of items so designated as specialty items in the contract by the Special Provisions when subcontracted, may be deducted from the total contract price before computing the amount of work required to be performed by the prime contractor.

No subcontractor may further subcontract any of his work.

Enrollment in Federal Work Authorization Program

Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

Safety Training

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration (“OSHA”) or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.

The Owner shall provide to Bidders prior to bidding, all information that is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The Contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the Owner, or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

A bid bond payable to the Owner for five percent (5%) of the total amount of the bid must accompany the bids. As soon as the bid prices have been compared, the Owner will return the bonds of all except the three lowest responsible bidders. When the Construction Contract is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the Payment Bond and Performance bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond.

A performance bond and a payment bond, each in the amount of 100 percent of the contract price, with a corporate surety approved by the Owner, will be required for the faithful performance of the contract. Attorneys-in-fact who sign bid bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance bond and payment bond within ten (10) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms.

The Owner, within ten (10) days of receipt of acceptable performance bond, payment bond and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the

Agreement within such period, the Bidder may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the Notice by the Owner.

The City shall issue the Notice to Proceed within ten (10) days of the execution of the Agreement. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and the Contractor. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Bidders will be required to submit a summary of their qualifications on the forms included in the specifications.

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within the number of consecutive calendar days thereto stated in the proposal. Bidder must agree also to pay as liquidated damages, the sum noted in the Bid document for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

Neither the final payment nor any part of the retained percentages shall become due until the Contractor delivers to the Owner a complete release of all claims arising out of this contract, whether liens arising out of performance of the contract or claims whether of persons or property arising out of or related in any manner whatsoever to the Contractor's performance, or receipts in full in lieu thereof, and, in either case, an affidavit that so far as he has knowledge or information the release and receipts include all the labor and materials for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify him against any liens or claim. If any lien or claim remains unsatisfied after all the payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees. Upon request of the Owner, the Contractor will, at his own expense, by bonding it or otherwise, secure the prompt discharge of any lien or claim which may be filed against the property arising out of the contract. The required lien waiver forms are enclosed. Copies may be obtained from the Director of Public Works.

Where indefinite material is specified on the plans or in the specifications, it is the intent to set a definite standard.

In any section of the contract documents or plans and specifications, if any article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or approved equal" if not inserted shall be implied.

No substitution shall be made unless supporting information is submitted in writing to the Director of Public Works a minimum of two (2) weeks prior to Bid opening date. Such information shall contain sufficient data so that the Engineer and Owner can determine if the substitution is equal to design, strength, durability, usefulness and convenience for the purpose intended including design calculations and drawings prepared by a registered engineer. If the substitute material or equipment is found to be equal in performance to that specified and if the substitute requires modifications to the design plans, the Contractor shall be responsible for the additional design and construction costs. The Engineer will

notify all prospective Bidders by addendum to the Specifications prior to the Bid opening date, of any approved equal materials or equipment.

A conditional qualified Bid will not be accepted.

Award will be made to the lowest responsive, responsible Bidder, on the total base Bid.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each prospective Bidder is expected to examine all of the Contract Documents before submitting a proposal. The conditions indicated on the design plan and elsewhere in the contract documents represent information available from surveys and studies and original construction plans, but the submission of a proposal shall be considered proof that the prospective Bidder has made his own examination and is satisfied as to the conditions to be encountered in performing the work, and as to the requirements of the design plans and within the terms of the other contract documents.

LIST OF ITEMS TO BE SUBMITTED:

Items required to be submitted with Bid:

1. Bid Form
2. Current Statement of Bidder's Qualifications
3. Acknowledgement of any Addendum issued
4. Subcontractor Disclosure Form
5. Immigration Affidavit

Items required to be submitted prior to Council award of contract:

1. Current City of Branson business/contractor's license

Items required to be submitted for Notice to Proceed of contract:

1. Signed contract
2. Insurance certificates naming City of Branson as additional insured
3. Performance, Labor and Materials Payment bonds
4. E-Verify Enrollment Documentation
5. Executed Notice of Award

Items required to be submitted prior to commencement of work:

1. Documentation certifying completion of required ten (10) hour OSHA safety training pursuant to Section 292.675, RSMo

Items required to be submitted monthly with construction payments:

1. Certified Payroll complying with Prevailing Wage Requirements

Items required to be submitted prior to final payment:

1. Certificate of Compliance and Affidavit
 - a. All subcontractors, material and equipment used on the project have been paid;
 - b. All workmen performing work under contract have been paid prevailing hourly wage rates;
 - c. All claims have been paid or settled;
 - d. Contractor warrants material and workmanship for a period of one (1) year;
2. Final change order reflecting actual quantities

BID FORM

Bid of Kirk's Excavation Inc.

(hereinafter called the bidder), organized and existing under the laws of the State of Arkansas, and doing business as * a corporation

To: The City of Branson, Missouri (hereinafter called the Owner).

In compliance with your Advertisement for Bids, bidder hereby proposes to perform all work and provide all materials and equipment for Harmony Lane Sanitary Sewer Extension, in strict accordance with the contract documents, within the time set forth, and at the prices stated herein.

Harmony Lane Sanitary Sewer Extension					
	Item Description	Quantity	Unit	Unit Price	Subtotal
1.0	Mobilization	1	LS	1102.50	1102.50 ✓
2.0	Saw cut and remove pavement	1	LS	7717.50	7717.50 ✓
3.0	8" sanitary sewer pipe, complete in place, including bedding and backfill	998	LF	74.97	74,820.06 ✓
4.0	4' diameter sewer manhole, complete in place	6	EA	2611.66	15,669.96
5.0	Sanitary sewer lateral, complete in place, including cleanout	12	EA	1528.31	18,339.72
6.0	Remove existing 21" Vylon pipe and install 21" PVC pipe, complete in place, including bedding, backfill and bypass pumping	1	LS	6033.75	6033.75
7.0	2" thick asphaltic concrete complete in place	3,330	SY	11.46	38,161.80
8.0	7" Portland cement concrete cap over trench, complete in place	4,540	SF	7.14	32,415.60
9.0	6" PCC curb and gutter, complete in place	38	LF	27.56	1047.28
10.0	Erosion control	1	LS	2122.31	2122.31
Total Bid					796,870.38 ✓

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

By submission of this bid, bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation,

communication, or agreement as to any matter relating to this bid, with any other bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and fully complete the project within ninety (90) consecutive calendar days thereafter.

Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each calendar day thereafter as provided in Section G10 of the General Conditions.

Bidder acknowledges receipt of the following addenda:

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

Dated at GreenForest AL this 17 day of September, 2019.

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL: _____ Doing Business As

Signature and Title

Name of Firm

Business Address of Bidder: _____

Telephone No. _____

IF A PARTNERSHIP:

Name of Partnership

Member of Firm

Business Address of Bidder: _____

Telephone No. _____

IF A CORPORATION:

Kirk's Excavation Inc
Name of Corporation

By [Signature]
Signature & Title

ATTEST: Kimberly Johnston

(CORPORATE SEAL)

Business Address of Bidder: PO Box 192
Green forest AR 70638
Telephone No. 870 438 6510

If Bidder is a Corporation, supply the following information:

State in which Incorporated: Arkansas

Name and Address of its: President Kirk Powell
11 CR 613 Greenforest AR 70638
Secretary Lacey Powell
Same



U.S. Specialty Insurance Company
 601 S. Figueroa Street, Suite 1600, Los Angeles, California 90017
 main 310 649 0990 facsimile 310 649 0416

BOND NO. _____
 PREMIUM _____
 BID DATE: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Kirks Excavation Inc

(hereinafter called Principal), as Principal, and U.S. Specialty Insurance Company, a corporation,
 organized and existing under the laws of the State of Texas and authorized to transact a general surety business in the
 State of Arkansas

(hereinafter called Surety), as Surety, are held and firmly bound unto City of Branson
110 West Maddox Ste. 310 Branson MO 65616

(hereinafter called Obligee) in the penal sum of 5% of bid percent (5 %) of amount bid
 not to exceed _____

_____ Dollars (\$ _____)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors
 and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit a
 proposal to the Obligee on a contract for Harmony Lane Sanitary Sewer Extension

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as may be
 specified, enter into the contract in writing, then this obligation shall be void. If the Principal shall fail to do so, then the
 undersigned shall pay the obligee the damages which the obligee may suffer by reason of such failure up to and not
 exceeding the penal sum of the bond.

SIGNED, SEALED AND DATED THIS 10 DAY OF September, 2019.

Kirks Excavation Inc
 By: _____ PRINCIPAL

By: [Signature]

U.S. Specialty Insurance Company
 By: [Signature]
 Weston Newland Attorney-in-Fact



TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jared Standridge or Weston Newland of Clinton, Arkansas

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Ten Million***** Dollars (***\$10,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company, as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



By: [Signature]
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 10 day of September, 2019.

Corporate Seals
Bond No. [Signature]
Agency No. 18760



[Signature]
Kio Lo, Assistant Secretary

BID BOND

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

City of Branson, 110 W. Maddux, Branson, Missouri 65616

BID

BID DUE DATE: Thursday, September 19, 2019 at 3:00 p.m.

Project: Harmony Lane Sanitary Sewer Extension

BOND

BOND NUMBER: _____

DATE: (Not Later than Bid Due Date): _____

PENAL SUM: _____

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized agent, officer or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

- Note:
1. Above addresses are to be used for giving required notice.
 2. Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.
 3. Surety companies executing BONDS must be named in current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department, and be authorized to transact business in the State of Missouri.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assign to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All bids are rejected by Owner, or
 - 3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

ANTI-COLLUSION STATEMENT
STATE OF MISSOURI

CITY OF Pierson

Kirk Powell being first duly sworn, deposes and says that he is

President
Title of Person Signing

of Kirk's Excavation Inc

Kirk Powell
Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By [Signature]

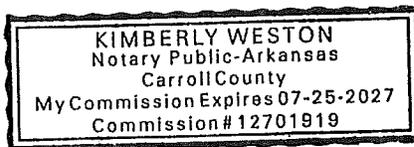
By _____

By _____

SWORN to before me this 17 day of September 2019.

[Signature]
Notary Public

My Commission Expires: 7-25-27



**CONTRACTOR'S
QUALIFICATIONS**

Name of firm and address with zip code

Kirk's Excavation, Inc.
PO Box 192 Green Forest AR 72638

9/16/19 8704386510 Corporation Partnership
Date Area Code & Telephone

John Epps
Name of Contact Person

jepps4174@gmail.com 870 654 0009
E-Mail address of contact person Mobile Phone # of Contact Person

CONSTRUCTION CAPABILITIES: General Electrical Plumbing Mechanical Other

FOR CORPORATION ONLY

October 2010 Arkansas
~~October 2010~~ Date of Incorporation Name of State(s) in which incorporated

FO1341957 9/12/13
Certificate Number Date

If not incorporated in Missouri give
Certificate of authority to do business in
Missouri

Kirk Powell Lacey Powell
President's Name Vice-President's Name

Lacey Powell Lacey Powell
Secretary's Name Treasurer's Name

FOR PARTNERSHIP ONLY

Is the partnership: General Limited Association

Date of Organization

1. _____
Name and address of all parties
2. _____
3. _____

GENERAL INFORMATION

75%
Percent (%) of work done by

19
No. of permanent
Employees

100miles
Geographical limits of
operation

14
No. of years in business

n/a
If you have done business under a different name,
please give name and location

Has firm ever failed to complete project or defaulted on a contract? If so, state where and why.

no

Has firm ever been engaged in litigation over any contract? If so, explain:

no

List of completed projects within past four years, including cost of each:

See attached

List of projects currently under construction, including cost of each:

See attached

*****Note: List a contact person with address and telephone number for each project.**

SUBCONTRACTOR DISCLOSURE FORM

For

Harmony Lane Sanitary Sewer Extension

(This form shall be completed and submitted with the project bid)

IF NO SUBCONTRACTORS ARE TO BE USED, CHECK HERE. Sign and date _____

Use additional forms for each Subcontractor

SUBCONTRACTOR: Kelly Bishop Construction Co

ADDRESS: 18873 Lawrence 1210
Aurora MO 65605

PHONE: 417 678 1608

CONTACT PERSON: Kelly Bishop

BID ITEMS TO BE SUBCONTRACTED

ITEM NO.	DESCRIPTION	QUANTITY	PRICE	AMOUNT
<u>7.0</u>	<u>Asphalt</u>	<u>3,330.54</u>	<u>9.61</u>	<u>\$32,000.00</u>

TOTAL _____

PRIME CONTRACTOR: Kirks Excavation Inc

SIGNATURE: [Signature]

DATE: 9/17/19

(Note: Subcontractor Qualifications may be required prior to Bid Award.)

Subcontractor Approval [Signature] Date 9-17-19

STATE OF MISSOURI



Jason Kander
Secretary of State
CERTIFICATE OF AUTHORITY

WHEREAS,

KIRK'S EXCAVATION, INC.
FD1311937

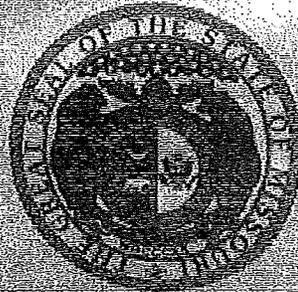
existing in Missouri the name

KIRK'S EXCAVATION, INC.

has complied with the General and Business Corporation Law which governs Foreign Corporations, by filing in the office of the Secretary of State of Missouri authenticated evidence of its incorporation and good standing under the Laws of the State of Arkansas.

NOW, THEREFORE, I, JASON KANDER, Secretary of State of the State of Missouri, do hereby certify that said corporation is from this date fully authorized to transact business in this State and is entitled to all rights and privileges granted to Foreign Corporations under the General and Business Corporation Law of Missouri.

IN TESTIMONY WHEREOF, I hereunto
my hand and office do hereby set
the GREAT SEAL of the State of Missouri
this 1st day of September, 2011.



Jason Kander
Secretary of State

Kirk's Excavation Inc.
Current and Completed Projects

Current Projects

Project Name/Location	Client Name	Phone	Type of Work	Cost	Start Date	Est. Date of Completion
Long Creek Campground/Ridgedale, MO	Tom Crusoe/Bass Pro	417-294- 3100	Utilities/Site Work	\$760,000.00	July 2018	Unknown
Blue Eye Elementary/Blue Eye, MO	Branco Enterprises	417-451- 5250	Utilities/Site Work	\$87,600.00	October 2018	September 2019
Berryville School Cafeteria/Berryville, AR	Nabholz	479-202- 1621	Utilities/Site Work	\$198,000.00	November 2018	September 2019
Ozark Education Center/Cedar Creek, MO	Branco Enterprises	417-451- 5250	Utilities/Site Work	\$170,740.00	June 2019	October 2019
Larimer Park Trail/Green Forest, AR	City of Green Forest	870-438- 5568	Utilities/Site Work	\$101,000.00	September 2019	November 2019
Green Forest Square Streetscaping/Green Forest, MO	City of Green Forest	870-438- 5568	Utilities/Site Work	\$96,000.00	September 2019	November 2019

Completed Projects

Project Name/Location	Client Name	Phone	Type of Work	Cost	Start Date	Finish Date
Tommy Ratcliff Avenue/ Green Forest, AR	City of Green Forest, AR	870-438-5866	Site work	\$150,000.00	June 2015	August 2016
Safe Route to School/ Green Forest, AR	City of Green Forest, AR	870-438-5866	Site work	\$106,000.00	September 2016	January 2017
Poultry Pad Construction/ Green Forest, AR	Cal-Maine Foods	870-438-5233	Poultry pad	\$250,000.00	February 2016	May 2016
Widening College Avenue Phase II/Berryville, AR	City of Berryville, AR	870-423-4286	New city street	\$1,541,945.00	August 2016	December 2017
Poultry Pad Construction/ Green Forest, AR	Scott Tipton	870-480-2042	Poultry pad	\$120,000.00	July 2017	October 2017
Palace View/ Branson, MO	Cornerstone Builders	417-337-5655	Utilities/Site Work	\$272,000.00	April 2017	March 2018
Menards/Springfield, MO	Howard Immel Inc	920-468-8208	Site work	\$127,615.00	February 2018	July 2018
Tyson/Green Forest, AR	Broadway Contracting	479-549-1806	Storm water	\$160,000.00	April 2018	June 2018
McDonald's/ Eureka Springs, AR	L.R. Mourning	501-664-0086	Site work	\$118,900.00	February 2019	April 2019
Thousand Hills Lot 1 A / Branson, MO	Thousand Hills Grand Legacy	877-262-0430	Utilities/Site Work	\$178,200.00	November 2018	July 2019

Notice of Award

Date

Contractor Name and address

Project Description: Harmony Lane Sanitary Sewer Extension

The City of Branson has considered the Bid submitted by you for the above described work in response to its request for bids dated _____.

You are hereby notified that your Bid has been accepted for items in the amount of:

In accordance with the General Contractual Requirements and the Special Instructions to Bidders, you are required to execute the Contract, and obtain Certificates of Insurance, obtain and maintain an Occupational License (Application for Occupational License included) with the City of Branson, Missouri, execute the Work Authorization Certification Form, W-9 Form and furnish the required contractor's Performance Bond and Payment Bond within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the owners acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.
Dated this ___ day of _____, 2019.

CITY OF BRANSON, OWNER

By: _____

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged by _____
_____ this the ___ day of _____, 2019.

By: _____

Title: _____

CONSTRUCTION CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 20____, by and between Kirk's Excavation, Inc., hereinafter called "Contractor", and the City of Branson, Missouri, a municipal corporation, hereinafter called "City".

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies for the following: Harmony Lane Sewer System that consists of approximately 998 lineal feet of 8" diameter sanitary sewer pipe along with the associated manholes, laterals and the connection to the existing system which includes replacement of 10 lineal feet of existing 21" sanitary sewer pipe.

The parties to this contract agree to the following:

1. Manner and Time for Completion. The Contractor agrees to furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform work, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 90 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract. Contractor shall not proceed with the work unless and until this contract has been signed by all parties, and a Notice to Proceed has been issued by the City.

2. Prevailing Wages. It is agreed that all labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri.

3. Missouri Immigration Law Affidavit. Contractor acknowledges that Section 285.530 RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work as part of this construction contract, and that its employees are lawfully eligible to work in the United States.

4. Required Safety Training.

A. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site as part of this contract for City improvements. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.

B. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work as part of this contract for City improvements commences.

C. Contractor acknowledges and agrees that any of Contractor's employees found on the project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project.

D. Contractor shall require all of its subcontractors to comply with the requirements of this paragraph and Section

292.675, RSMo.

5. Notice of Penalties for Failure to Provide Safety Training.

A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty Two Thousand Five Hundred and no/100 Dollars (\$2,500.00), plus One Hundred and no/100 Dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Paragraph 4 of this contract. This penalty shall not begin to accrue until the time periods described in Paragraph 4 above have lapsed.

B. Violations and imposition of the penalty described in Paragraphs 4 & 5 shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

6. Insurance Requirements: Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this contract and until the work is completed and accepted by City, insurance of such types and in such amounts as may be necessary to protect it and the interests of City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The forms and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents. The certificates of insurance, including evidence of the required endorsements hereunder the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company prior to modification, cancellation of such insurance and shall list the City as an additional insured. Such notices shall be sent to:

City of Branson, 110 W. Maddux, Branson, MO 65616

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below: Such policies shall name the City as an additional named insured as follows:

As of April 10, 2018, the minimum coverage for all insurance referred to herein shall be as set below:

A. Worker's Compensation: Statutory coverage per R.S.Mo. 287.010 et seq
Employer's Liability: \$1,000,000.00

B. Commercial General Liability Insurance: Including coverage for Premises, Operations Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with limits of One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death) and property damage, and a general aggregate amount of Two Million Dollars (\$2,000,000). The City of Branson must be named as additional insured.

C. Automobile Liability Insurance: Covering Bodily Injury and Property Damage for owned, non-owned and hired vehicles with limits of One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death) and property damage. The City of Branson must be named as additional insured.

D. Subcontracts: In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required by the City of Branson as listed above. Contractor shall require any and all subcontracts with who it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks.

A. Notice: The Contractor shall furnish the City Prior to beginning the work, satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Branson.

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

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

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

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

H. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo. (Supp 1995) is broadened or increased during the term of this contract by legislative or judicial action, the City may require Contractor, upon ten (10) days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. The sovereign immunity limits for Missouri public entities is calculated by the Missouri Department of Insurance as of January 1st each calendar year and published annually in the Missouri Register pursuant to Section 537.610 RSMo. (see <http://www.insurance.mo.gov/industry/sovimunity.htm>). Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

I. Unless otherwise specifically indicated in the contract documents, no deductibles will be permitted with respect to any of the above described policies.

7. Liquidated Damages. The City will deduct \$500 from any amount otherwise due under this contract for every day Contractor fails or refuses to prosecute the work, or any separable part thereof, with such diligence as will insure the completion by the time above specified, or any extension thereof, or fails to complete the work by such time, providing that the City does not terminate the right of Contractor to proceed. The Contractor agrees that such stipulated damages are a reasonable measure of the City's damages for delay and are not intended as a penalty, and Contractor agrees to be stopped from asserting any argument or position to the contrary. The City is authorized to deduct such liquidated damages from any amount otherwise due under this contract.

8. Contract Price. City shall pay Contractor for completion of the work in accordance with the Contract Documents an amount in current funds equal to:

One Hundred Ninety Seven Thousand Four Hundred Thirty and 48/100 Dollars (\$197,430.48)

9. Performance, Labor and Materials Payment Bond. The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City. Each bond shall be in the total amount of the contract conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if, at any time after the execution of this contract and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

10. Payment Procedures. Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by the Director of Public Works as provided in the General Conditions.

A. Progress Payments/Retainage. City shall make progress payments on account of the Contract price on the basis of Contractor's Applications for Payment as recommended by Director of Public Works, on or about the 15th day of each month during construction as provided in paragraphs B and C below. All such payments will be measured by the schedule of values established in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values.

B. Prior to completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Director of Public Works shall determine, or City may withhold, in accordance with the General Conditions.

C. 95% of work completed (with the balance being retainage). If work has been 50% completed as determined by Director of Public Works, and if the character and progress of work have been satisfactory to City and Director of Public Works, City may determine that as long as the character and progress of the remaining work is satisfactory to them, there will be no additional retainage.

D. Upon completion, in an amount sufficient to increase total payments to Contractor to 99% of the contract price (with the balance being retainage), less such amounts as Director of Public Works shall determine, or City may withhold, in accordance with the General Conditions.

E. Final Payment. Upon final completion and acceptance of the work in accordance with the General Conditions, City shall pay the remainder of the Contract Price.

11. Interest. No interest shall accrue on any moneys not paid when due as provided in the General Conditions if such moneys are withheld in good faith for reasonable cause pursuant to RSMo §34.057 otherwise moneys not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by law.

12. Contractor's Representations. In order to induce City to enter this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the bidding documents including "technical data".

B. Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the work.

C. Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

D. Contractor is aware of the general nature of work to be performed by City and others at the site that relates to the work as indicated in the Contract Documents.

E. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

13. Contractor's Responsibility for Subcontractors. It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work to bind all subcontractors to the same specifications that bind the Contractor, insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

14. General Independent Contractor Clause. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes., including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill

necessary to perform the work. This contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, or unpaid subcontractors.

15. Termination. The City reserves the right to terminate this contract by giving at least five (5) days' prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of this contract.

16. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event, City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

17. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 15, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

18. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

19. Liability and Indemnity.

A. In no event shall the City be liable to the Contractor for special, indirect or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

B. The Contractor shall defend, indemnify, and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

C. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any

employees in rendering services pursuant to this contract or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

D. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

E. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

F. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this contract in its contract price. Contractor's obligation under this contract to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this contract.

20. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract. Contractor shall execute the payment and performance bonds attached hereto.

21. Payment. The City will pay the Contractor in accordance with the rate set forth in the Contract Documents, on file in the Public Works/Engineering Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments, as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Paragraph 4 above shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this contract.

22. Contract Documents. The contract documents shall consist of the following:

- A. Contract & Addendums
- B. All Change Orders
- C. Bid Plans and Specifications
- D. Standard General Conditions, Technical Specifications & Special Conditions
- E. Proposal/Bid
- F. Instructions to Bidders
- G. Performance Bond
- H. Payment and Material Bond
- I. Non-Collusion Affidavit
- J. Notice of Award & Notice to Proceed
- K. City Business License
- L. Certification of Individual Bidder/Affidavit

*Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms

the Contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein.

23. Subsurface Conditions. Contractor agrees and stipulates that Contractor is on constructive notice of the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey, and the Contractor stipulates that all subsurface conditions reported therein are reasonably anticipated or foreseeable.

24. Conflict of Interest. In accepting this Contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Branson, Missouri, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of RSMo. Section 105.450 et seq. shall not be violated.

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

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

27. Certification of Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

A. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

B. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

28. Notices. All notices required or permitted herein are required to be in writing and may be given by FAX or by first class mail addressed to City at 110 West Maddux, Branson, Missouri 65616, and Contractor at the address indicated below. The date of delivery of any notice given by U.S. mail shall be the date falling on the second full day after the date of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

29. Occupational License. The Contractor shall obtain and maintain an occupational license with the City of Branson, Missouri, if required by City Code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained.



City of Branson

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the City to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public work projects.

The City is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling. The link for that form is:

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

STATE OF _____)
) ss
COUNTY OF _____)

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE:

Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM:

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY:

A person acts knowingly or with knowledge,

- (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared _____, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is _____ and I am currently the President of _____ (hereinafter "Contractor"), whose business address _____ is _____, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and _____:

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

[_____], Affiant
Printed Name

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public
State of Missouri

My Commission Expires:
Commissioned in _____ County
Commission #

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security - Verification Division

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: _____ (Contractor)

_____ (Contractor Address)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

_____ (Surety)

_____ (Surety Address)

hereinafter called Surety, are held and firmly bound unto _____

(hereinafter called Owner), in the penal sum of _____ dollars (\$_____) in lawful money in the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

The Condition of this Obligation is such that whereas, the Principal entered into a certain contract with the Owner, dated the ____ day of _____, 20__, a copy of which is hereto attached and made a part hereof in the construction of:

Harmony Lane Sanitary Sewer Extension

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing material for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, repairs or machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IMPORTANT- Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

Principal

ATTEST:

By _____

Secretary

Address

SEAL

Witness to Principal

Address

Surety

ATTEST:

By _____
Attorney-in-Fact

Secretary

Address

SEAL

Witness to Surety

Address

NOTE: Date of bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.

PERFORMANCE & MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT We, the undersigned, _____ of _____, hereinafter referred to as "Contractor", and _____, a corporation organized under the laws of the State of _____ and authorized to transact business in the State of Missouri, as "Surety", are held and firmly bound unto The City of Branson, Missouri, hereinafter referred to as "Owner", in the penal sum of _____ Dollars (\$ _____), lawful money of the United States of America for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor has, on the _____ day of _____, 20____, entered into a written contract with the aforesaid Owner for furnishing all materials, equipment, tools, superintendence, and other facilities and accessories, for the construction of certain improvements as designated, defined, and described in the said contract and the conditions thereof, and in accordance with the specifications and plans therefore; a copy of said contract being attached hereto and made a part thereof:

NOW, Therefore if said Contractor shall and will, in all particulars will, duly, and faithfully observe, perform and abide by each and every covenant, condition and part of the said contract, and the conditions, specifications, plans and other contract documents thereto attached or by reference made a part thereof, according to the true intent and meaning in the case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect:

PROVIDED further, that the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract, or the work to be performed thereover, or the specifications accompanying the same, shall in any way affect its obligations on this bond and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the contract, or to the work, or to the specifications.

PROVIDED further, that if the said Contractor shall construct or cause to be constructed and completed the improvement in accordance with specifications for like improvements, and to the lines and grades shown on the plans, all to be done subject to the approval and acceptance of the Engineer, and shall construct said with such materials in such manner that same shall endure without need of any repairs for the period of two (2) years from and after the completion of said improvement and acceptance thereof; and if said improvement shall endure without the need of repairs for the period of two (2) years from and after completion and acceptance thereof as aforesaid, then this obligation shall be void, otherwise to be in full force and effect.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand, and said surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its

attorney-in-fact duly authorized to do so at _____, on this _____
day of _____, 20____.

Contractor

By _____

Surety

By _____
Attorney-in-fact

By _____
Missouri Resident Agent

(Accompany this bond with the attorney-in-fact's authority from the surety company certified to include the date of the bond).

NOTICE TO PROCEED

DATE:

TO:

PROJECT: Harmony Lane Sanitary Sewer Extension

CONTRACT PRICE:

You are hereby notified to commence work on the referenced contract on or before _____ and shall fully complete all of the work of said contract within 90 *consecutive calendar* days thereafter. Your final completion date is therefore _____.

BY _____
Keith A. Francis, Director of Public Works

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by _____
_____ this _____ day of _____ 2019.

BY _____

TITLE _____

LIEN WAIVER

DATE _____

TO _____

Re: Harmony Lane Sanitary Sewer Extension

Dear Sir:

I certify that I have paid in full for all materials purchased and all labor employed in the performance of this contract, and that there are no claims against me as an employer under this contract on account of injuries sustained by workmen employed by me thereunder. I hereby release you from any claims arising by virtue of this contract.

I am attaching form "Release by Claims", signed by all persons from whom I have purchased materials and by all persons employed in connection with my contract with the above named owner.

Contractor

RELEASE BY CLAIMANTS

DATE _____

STATE OF _____

COUNTY OF _____

WHEREAS, we the undersigned _____
(has, have) been employed by _____ to furnish
_____ for the construction
project known as: Harmony Lane Sanitary Sewer Extension.

NOW, THEREFORE, know ye, that the undersigned for and in consideration of the sum
of _____ Dollars
\$ _____ and other good and valuable considerations, the receipt whereof is hereby
acknowledged do hereby waive and release any and all lien, and claim, or right to lien, on said
construction project and premises under the statutes of the State of _____
relating to Mechanic's Liens, on account of labor, or materials, or both, furnished by the
undersigned to or on account of the said _____
for said construction project and premises.

Given under our hands and seals this ____ day of _____, 20__.

Signature

WITNESS:

My Commission expires: _____

**CERTIFICATE OF COMPLIANCE
AND AFFIDAVIT**

STATE OF MISSOURI)
) ss.
COUNTY OF TANEY)

Re: Contract No. _____
Wage Determination No. 26
Between City of Branson and

(a) _____ on his oath being duly sworn states that all subcontractors have been paid and that the Contractor and all subcontractors have discharged fully all indebtedness incurred by them, or any one of them or for work and labor done, or for materials or equipment furnished or used in connection with the performance and the completion of said above stated construction project and that all claims whether to persons or property arising out of or related to any manner whatsoever to the said construction project have complied with all provisions and requirements of Sections 290.210 to .340 RSMo 1959 as amended 1969 and that all workmen performing work under this contract were paid not less than the general prevailing straight time hourly wage rates or the general prevailing hourly rates for legal holidays and overtime work as such rates were determined and certified in the Special Wage Determination made by the Industrial Commission of Missouri and attached to the said contract herein.

(b) The Contractor has complied with all terms and conditions of the contract.

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My commission expires:

GENERAL CONDITIONS

DEFINITION OF TERMS OR DESCRIPTIVE WORDS

1. Advertisement. The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished.

2. Award. The action of the city accepting the proposal of the lowest responsible bidder for the work, subject to the execution and approval of a satisfactory contract therefore and bond to secure the performance thereof, and to such other conditions as may be specified or as required by law.

3. Bidder. Any individual, partnership, corporation or joint venture submitting a proposal to perform the work contemplated.

4. Change Order. A written order from the director of public works to the contractor, as authorized by the contract, directing changes in the work as made necessary or desirable by unforeseen conditions or events discovered or occurring during the progress of the work.

5. Contract Documents. The contract documents shall include, but not be limited to, the signed Contract and Bond, Addenda, Notice to Contractors, signed copy of the Bid, General Conditions, Special Provisions, Technical Specifications, and Plans and/or Supplemental Sketches. The signed Contract, together with the other documents enumerated therein or hereinbefore, forms the Contract between the parties. These documents are as fully a part of the contract as if attached thereto or repeated therein.

6. Contract Time or Completion Date. The number of calendar days shown in the proposal, including authorized extensions, is the time allowed for the completion of the work contemplated in the contract. If a calendar date for completion is shown in the proposal, then the work contemplated shall be completed by that date. A calendar day is defined as every day shown on the calendar (including weekends and holidays). No time extensions will be granted for delays caused by weather, utility conflicts, excavations encountering rock, changing excavation quantities or contractor scheduling.

7. Contractor. The individual, partnership, corporation, or joint venture undertaking performance of the work under the terms of the contract, and acting directly or through his or its agents, employees, or subcontractors.

8. Easement. The right to use property owned by others for a specific purpose. An easement is an interest in the property, however, the original property owner retains legal title to that particular property.

9. Director of public works. The director of public works or any of his authorized representatives. Where the term "Director of Public Works" is used, it shall mean the city

director of public works in person.

10. Extra Work. An item of work not provided for in the contract as awarded but found essential to the satisfactory completion of the contract and within the intended scope of the contract, as determined by the director of public works.

11. Notice to Contractors. The notification provided prospective bidders, containing a general description of the proposed work, and including information and requirements for the submission of bids.

12. Notice to Proceed. The written notice from the director of public works notifying the contractor of the date, which he is to begin prosecution of the work.

13. Pay Item. An item of work specifically described and for which a price, either unit or lump sum, is provided. It includes the performance of any and all work and the furnishing of any and all labor, equipment, and materials contemplated or described on the plans or in the text of the specifications included in the contract.

14. Plans. Drawings or reproductions thereof approved by the City of Branson, Missouri, which show the location, character, and details of the work. Technical Specifications and Special Provisions shall prevail over plans when in conflict therewith.

15. Project. The proposed improvement together with all appurtenances and construction to be performed thereon under the contract.

16. Proposal. The written offer submitted by the bidder in the required manner on the form of proposal to perform the work contemplated at his bid prices.

17. Form of Proposal. The approved form furnished by the director of public works on which the bid prices for the work is to be submitted.

18. Proposal Guaranty. The security furnished with a proposal to insure that the bidder will enter into the contract if his proposal is accepted.

19. Right-of-Way. Land acquired by the city of Branson for the construction and maintenance of an improvement.

20. Special Provisions. Directions or requirements, peculiar to the work and not otherwise thoroughly or satisfactorily detailed or set forth in the general conditions or technical specifications. Special provisions may be included in the specifications or may be included as a note or special detail on the plans. Special provisions shall prevail over general conditions, technical specifications, and plans whenever in conflict therewith.

21. Specifications. The directions, provisions, and requirements contained in these general conditions and technical specifications, together with such as may be added or adopted as supplemental specifications or special provisions for the performance of the work and for the quantity, quality, and proportion of materials.

22. Subcontractor. Any individual, partnership, corporation, or joint venture to which the contractor, with the consent of the director of public works, sublets any part of the work under the contract.

23. Work. The furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the project and the carrying out of all the duties and obligations imposed by the contract documents.

A. BIDDING REQUIREMENTS AND CONDITIONS

1. Notices to Contractors. After the date is fixed for the receipt of bids, the director of public works may, in addition to the notice required by law, give notice of such date by mail to those contractors who are on file with the public works/engineering department for the type of work involved in the contract being bid. Others will be mailed a notice to contractors upon request. This notice to contractors will contain a general description of the proposed work, together with instructions and information to the potential bidder regarding specifications, approved plans, special provisions, form of proposal, and other documents affecting the work.

2. Coordination of Plans, Specifications and Special Provisions. These Specifications, Approved Plans, Special Provisions, Form of Proposal and all documents affecting the work issued by the director of public works to the contractor are essential parts of the contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be mutually complementary. In case of discrepancy, calculated dimensions shall prevail over scaled dimensions; specifications shall prevail over plans and drawings; special provisions shall prevail over specifications.

3. Interpretation of Quantities in Bid Schedule. The items appearing in the bid schedule are approximate only and are prepared for the comparison of bids. Payment to the contractor will be made only for the actual quantities of work performed and accepted in accordance with the contract, except where final measurements are not made, as hereinafter provided. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted as hereinafter provided.

4. Examination of Specifications and Site of Work. The director of public works will prepare location maps and specifications giving such directions as will enable the contractor to carry them out. The bidder is expected to examine carefully the site of the proposed work, the proposal, specifications, and other contract documents before submitting a proposal. The specifications, and other documents designated in the proposal form will be considered a part of the proposal whether attached or not. The conditions indicated on the plans and in the proposal represent information available from surveys and studies, but the submission of a bid shall be considered proof that the bidder has made his own examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the specifications and other contract documents.

5. Preparation of Proposals. All proposals must be properly signed and sealed and submitted as set forth in the notice to contractors. Each bidder shall specify in his proposal, in

figures, a unit price for each of the items listed in the proposal. The proposal shall not contain interlineations or alterations. The bidder shall show the unit price for construction of all items in the amount column provided for that purpose. These unit prices shall be totaled and in case of errors or discrepancies in extensions, the unit prices shall govern. All entries on the proposal form shall be in ink or typed.

The director of public works will correct all errors in extensions or totals and such corrected extensions and totals will be used in comparing bids.

- a. A proposal from an individual, including any doing business under a fictitious name, shall be signed by the individual, and his address shown.
- b. A proposal by a partnership or joint venture, including individuals doing business under fictitious names, or corporations, shall be executed by at least one of the partners followed by the title "Partner," or one of the joint ventures followed by the title "Joint Venturer" and the business address of the partnership or joint venture shown. The true legal name and address of each partner and joint venture shall also be shown.
- c. A proposal by a corporation, whether acting alone or as a joint venture, shall include the address and name of the corporation and shall be signed by a person authorized by its Board of Directors to bind the corporation, with his title shown.
- d. The name and address of the bidder shall be stated the same on all contract documents including the proposal, bid bond, contract, performance bond and insurance policies and certificates.
- e. If the successful bidder is doing business in the State of Missouri under a fictitious name, such bidder shall furnish to the director of public works a certified copy Secretary of State, State of Missouri. The city will execute no contract until the bidder furnishes such certificate. If the successful bidder already has on file with the director of public works such a certificate, an additional certificate will not be required.
- f. All successful bidders who are corporations organized in states other than Missouri, shall furnish at their cost, a certified copy of a certificate of authority and license to do business in Missouri, said certificate to remain on file with the director of public works. The city will execute no contract until the successful bidder furnishes such certificate. If the successful bidder already has on file with the director of public works such a certificate, an additional certificate will not be required. The successful bidder agrees to cause its authority and license to do business as a foreign corporation to be continued and extended throughout the life of the contract, and until all claims thereon and hereunder shall have been finally settled.

- g. All successful bidders who are corporations organized either in the State of Missouri or in other states, must have or must obtain an occupational license with the City of Branson, Missouri. The cost for this occupational license shall be borne by the bidder. The city will execute no contract until this occupational license has been obtained.
- h. Where in the proposal form a "Unit Price" is set forth, the "Unit Price" shall include the furnishing by the contractor of all labor, tools, materials, machinery, appliances, plant and equipment appurtenant to, and necessary for the construction in every detail and the completion in a first class, workmanlike manner of all the work to be done under these specifications. The "Unit Price" shall also include all permanent protection of overhead, surface and underground structures, dust control during construction, cleaning up, finish, overhead expense, insurance, patent fees, royalties, risk due to the elements, delay, profit, injuries, damages, claims, and all other items not specifically mentioned that may be required to construct fully each item of work complete in place. Contractors are warned that unbalancing of bids may be cause for rejection. Proposals that show any omissions, alterations of form, additions not called for, conditional or alternate bids not called for, or irregularities of any kind may be rejected.
- i. A bidder may withdraw or revise a proposal after it has been deposited as set forth in the notice to contractor, provided the revision or the request for such withdrawal is received before the time set for opening proposals. Any proposal received after the time for opening of bids will be returned to the bidder unopened.
- j. Proposals will be opened and the bid totals read publicly at the time and place indicated in the notice to contractors, bidders, their authorized agents, and other interested parties are invited to be present.

6. Right to Investigate. The city reserves the right to make such investigations as it deems necessary to make the determination of the bidder's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records on other projects.

7. Right to Reject Proposals. The city reserves the right to reject any or all bids and waive technicalities if it is in the best interest of the city and may resubmit an invitation for bids with the same specifications to the same or other persons. Reasons for rejection of proposals will not be limited to but shall include the following:

- a. False information provided on the "Statement of Bidders Qualifications".
- b. Failure to pay, or satisfactorily settle, all bills due for labor or materials on former contracts.

- c. Default under previous contracts.
- d. Unsatisfactory performance record as shown by past work for the city judged from the standpoint of workmanship and progress.
- e. When any agent or employee of the prospective bidder currently serves as an employee or agent of the city.
- f. When any agent or employee of the prospective bidder has participated in the preparation of plans or specifications for the proposed work.
- g. More than one proposal for the same work from an individual, firm, partnership or corporation under the same or different names.
- h. Evidence of collusion among bidders.
- i. Unbalanced proposals in which the bid prices for some items are obviously out of proportion to the bid prices of other items.
- j. If the proposal does not contain a unit price for each pay item listed except in the case of authorized alternate pay items or lump sum pay items.
- k. If there are omissions, erasures, unauthorized additions, conditional bids, or irregularities of any kind which may tend to make the proposal incomplete or ambiguous as to its meaning.

B. AWARD AND EXECUTION OF CONTRACT

1. Consideration of Proposals. After the proposals are opened and the bid totals read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule multiplied by the unit bid prices. The results of such comparisons will be immediately available to the public.

2. Award of Contract. The contract will be awarded by the city to the lowest responsible bidder as soon as practicable after the opening of the bids. The city will determine the responsibility of the Contractor.

3. Assigning or Subletting the Contract. The apparent low bidder, and any other bidder so requested, shall within seven (7) days after bid opening submit to the public works/engineering department, a list of all subcontractors to be used on the project and the percentage of the contract that each will do. If the public works/engineering department, after due investigations, has reasonable objections to any proposed subcontractor may, before the notice of award is given, request the apparent low bidder to submit an acceptable substitute without an increase in the bid price. If the apparent low bidder declines to make any such

substitutions, the public works/engineering department may award the contract to the next lowest bidder that proposes to use acceptable subcontractors. The declining to make requested substitutions will not constitute grounds for sacrificing the bid security of any bidder.

The contractor shall not assign or sublet the contract, or any portion of the contract, without the written approval of the director of public works. The director of public works written approval of the contractor subletting work shall not be construed as making the city a part of such subcontract, or subjecting the city to liability of any kind of any subcontractor. No subcontract shall under any circumstances relieve the contractor or his surety of his liability and obligation under the contract, and all transactions will be made through the contractor.

Subcontractors will be recognized and dealt with only as workmen and representatives of the contractor. If approval is given for subletting work, the contractor shall perform, with his own organization, work amounting to not less than fifty (50%) percent of the total contract cost. A subcontractor may not subcontract any portion of his work.

No second-tier subcontracting will be permitted.

4. Execution of Contract. The individual, partnership, corporation, or joint venturer awarded the contract shall return the prescribed copies of the contract and insurance, properly executed, to the office of the director of public works within 10 days after the contract has been mailed to the bidder. No proposal shall be considered binding upon the city until the successful bidder has been properly notified of the award by the city, and until the successful bidder has executed and returned the contract, and the required insurance. No contract shall be considered effective until it has been fully executed by all of the parties hereto.

5. Failure to Execute Contract. Failure to execute the contract and file acceptable insurance within 10 days after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and constructed under contract or otherwise, as the city may decide.

C. SCOPE OF WORK

1. Intent of Contract. The intent of the contract is to provide for the construction and completion in every detail of the work described. The contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

2. Alteration of Plans. The city reserves the right to make, at any time during the progress of the work, without notice to the surety, such increases or decreases in quantities up to 25% of the total contract price for the project and such alterations in the details of the construction, including alterations in the grade as may be found necessary or desirable. Plan changes may include the addition, elimination, reduction, or increase of any one or more items or units. If the plan change results in the increase or decrease of the quantity of a major item by more than 25 percent, the city may require negotiation of the unit price for that portion of the major item above 125 percent or below 75 percent of the quantity stated in the contract. A

major item, for the purpose of this section, will be considered to be single bid items or if noted elsewhere a group of items or separate schedules, the total cost of which exceeds 15 percent of the total contract price for the project. For contract plan changes involving work for which there is no unit price, city and contractor shall, if possible, agree on a fair unit price or sum to be added to or deducted from the contract, as appropriate.

3. Public Conveniences and Safety. Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, and building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with safety provisions for protection of the public as contained in the Occupational Safety and Health Administration Regulations. Contractor shall conduct the work at all times so as to cause no more obstruction or inconvenience to the public than is deemed necessary by the director of public works. Free passage for vehicles and pedestrians shall be maintained by the contractor, at his expense, along roadways, sidewalks and drives, by bridging, if necessary, where it is practical to do so. Where bridging is unnecessary or impractical in the opinion of the director of public works, the contractor may arrange for the diversion of traffic as hereinafter provided. If the contractor is required to maintain traffic over the project, he shall maintain the roadbed substantially free of ruts, holes and detrimental surface deformations. Free access shall be provided to all fire hydrants, water valves and fire alarms or police call boxes.

4. Control of Traffic. The contractor shall provide for a sufficient number of warning lights, signs, and barricades to be available on the work, and shall cause them to be placed in such numbers and at such locations as required to maintain reasonable safety to pedestrians and vehicular traffic. If it becomes necessary to divert traffic, the traffic engineer shall select a detour route and the contractor shall place at his expense or as provided for in the contract, directional signs of such nature and insufficient numbers to clearly define the detour route. Barricades, lights and warning signs shall be constructed in accordance with the Uniform Manual of Traffic Control Devices, or as otherwise approved by the director of public works.

The city reserves the right to remedy any neglect on the part of the contractor as regards public convenience and safety which may come to its attention after twenty-four (24) hours notice in writing to the contractor; save in cases of emergency, in which the city shall have the right to remedy any neglect without notice; in either case, the cost of such work done by the city shall be paid by the contractor to the Office of the Director of Public Works prior to final payment or shall be deducted from final payment.

5. Protection of Public and Private Utilities. The contractor shall support, sustain and protect existing pipes, conduits, signs, markers, poles, wires and other apparatus under, over, along, across or otherwise affected by the work. If such pipes, conduits, signs, markers, poles, wires or apparatus are damaged through carelessness or neglect of the contractor, the authorities having control of same will repair them, but the cost of such repairs shall be paid by the contractor or shall be deducted from final payment.

The failure of the city to show such utilities on the plans shall not relieve the contractor of his responsibility for the protection and preservation of such utilities. The contractor shall enlist the assistance of the Missouri One Call System by calling 1+800-344-7483 to locate

electric, water, sewer, and traffic signal utilities. The contractor shall enlist the assistance of the other affected agencies in the location of their utilities. The contractor will not be responsible to any agency for the cost of such assistance in the location of its utilities, but he shall be responsible for the cost of repairing any damage to such utilities arising from any negligence of his operations.

The contractor shall coordinate his operations with the affected utility agency that is making necessary adjustments, relocations, removals, or construction of new fixtures and shall permit free access to the site for such work. It is understood and agreed that the contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions whether or not they are shown on the plans and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by the contractor due to any conflict or interference from the said utility appurtenances or the operation of moving them.

If the owners of utility facilities fail to cooperate and coordinate their work with that of the contractor and that failure results in actual delay to the contractor in the overall completion of the project, such delay will be considered in the time specified in the contract for completion, provided the contractor notifies the director of public works of the delay at the time it occurs.

6. Damage to Private Property. The contractor shall confine his work to the city's premises, including easements and construction permit areas. He shall not enter upon or place materials on any private premises except by written consent of the individual owners, and he shall save the city harmless from all suits and actions of every kind and description that might result from his use of private property. The contractor shall cause all lot corner pins disturbed by his operation to be reset by a registered land surveyor and will on completion of the work file with the city a certificate from the surveyor that said pins have been reset.

7. Removal of Drainage Pipe and Culverts. Drainage structures at driveways, private entrances and street intersections, which must be removed during the normal prosecution of the work, called for in the contract shall be deemed the property of the City of Branson. The contractor shall use reasonable care in the removal of all drainage structures and stack them for salvage by the city. Should the city not wish to claim such drainage structures, the contractor will be required to remove them from the job site. It will be the contractor's responsibility to notify the city that said structures are available for salvage and upon the expiration of three (3) working days of such notice, if the city has not removed said drainage structures from the site of the work, it shall be deemed that the city has relinquished all claim to said drainage structure.

8. Extra Work and Force Account.

- a. The contractor shall perform unforeseen work, for which there is no provision included in the contract, whenever it is deemed necessary or desirable to complete the work as contemplated. Such work shall be performed in accordance with the specifications and as directed by the director of public works.

b. Payment for extra work will be based on lump sum or unit prices previously agreed to in writing by the parties to the contract or the city may require the contractor to do such work on a force account basis.

c. Force account work will be compensated in the following manner:

(1) Labor. The contractor will receive the rate of wage paid by him for each hour that all labor is engaged in such work. The contractor will receive the actual costs paid to, or in behalf of, employees by reason of health and welfare benefits, pension fund benefits or other benefits required by an employment contract. An additional amount equal to 35 percent of the sum of the above items will also be paid to the contractor. No separate payment will be made for insurance premiums, unemployment insurance contributions and social security taxes as compensation. These costs will be considered as fully covered in the 35% figure stated above.

(2) Materials. The contractor will receive the actual cost of materials accepted by the director of public works and used in the work; including transportation charges paid by the contractor. An additional amount equal to 15 percent of the materials and transportation cost will also be paid to the contractor. No compensation will be allowed for materials, such as forms, which are used in connection with, but do not enter permanently into the work.

(3) Equipment. For any equipment necessary to perform the work, including all fuel and lubricants, tires, and repairs, the contractor will be allowed the hourly rental rates set out in the "Rental Rate Blue Book for Construction Equipment" on file at the time the work is done. The allowed rates will be the sum of the bare hourly rates and the estimated operating cost per hour. The allowed time for the hourly rental rates will include that time required to move the equipment to and from the site of the force account work plus the actual operating time on the work. If the actual unit of equipment is not listed in the schedule, the rate listed for similar equipment shall be used.

(4) Miscellaneous. The director of public works has the authority to require alterations in the equipment and labor force assigned the force account work, to limit authorization of overtime or to require overtime work when an emergency exists. No allowance will be made for general superintendence, the use of small tools or equipment or other costs not specifically herein provided. All subcontractors will be considered employees of the contractor.

(5) Compensation. Each day the contractor's representative and the engineering department representative shall compare records of the cost of the force account work and both the engineer and the contractor shall sign

them. No payment will be made for the force account work until the contractor has furnished the director of public works with itemized statements of cost of such work.

D. CONTROL OF WORK

1. Authority of the Engineer

- a. When work is being performed under direct contract with the City of Branson, the engineer, or his duly authorized representative will decide all questions which may arise as to the quality, quantity and acceptability of materials furnished and work performed. The engineer's decision as to the intent of the contract, plans, specifications and estimates, and as to all questions arising as to the acceptable fulfillment of the contract on the part of the contractor; all questions of classification; the proper compensation for the performance or breach of the contract; all claims of any character whatsoever in connection with or growing out of the construction whether claimed under the contract, under force account, under quantum merit, or otherwise; and the engineer's estimates and decisions shall be final, binding, and conclusive upon all parties to the contract.
- b. The engineer, or his duly authorized representative, has the authority to suspend work, being performed on city rights-of-way and easements, wholly or in part for such period or periods as he may deem necessary due to the failure of the contractor to correct conditions unsafe for the workmen or general public.
- c. In case of failure on the part of the contractor to execute work ordered by the engineer, the engineer may, at the expiration of a period of 48 hours after giving written notice to the contractor, proceed to execute such work as may be deemed necessary, and the cost thereof shall be deducted from compensation due or which may become due the contractor under the contract.
- d. When work is performed on city rights-of-way and easements in conjunction with private improvements, all work will be inspected by the engineering department to ensure conformity to these General Conditions and Technical Specifications. The director of public works will decide all questions which may arise as to the quantity of materials furnished; work performed as to the acceptable rate of progress; all questions as to the acceptable fulfillment of the contract between the developer and the contractor; all questions of classification; the proper compensation for the performance or breach of the contract; and all claims of any character whatsoever in connection with or growing out of the construction contract between the developer and the contractor. The engineer will also be

responsible for resolving any conflicts between the plans and existing site conditions; any conflicts between the plans and the construction staking; and any conflicts between constructability of the plan and these specifications and site conditions.

- e. Nothing contained in this section or in the contract shall be construed as requiring or permitting the engineer or his duly authorized representative, to direct the method or manner of performing any work at a job site.

2. Authority and Duties of the Project Managers or Assistants.

- a. The director of public works may appoint project managers as assistants to inspect all materials used and all work performed. Such inspection may extend to any or all parts of the work and to the preparation or manufacture of the materials to be used. The project managers will not be authorized to revoke, alter, enlarge or relax the provisions of the specifications.
- b. A project manager will not be authorized to approve or accept any portion of the work or to issue instructions contrary to the plans and specifications. The project manager will have authority to reject defective material and to suspend any work that is being improperly done, subject to the final decision of the director of public works. The project manager will exercise such additional authority as may, from time to time, be especially delegated to him by the director of public works. A project manager will call to the attention of the contractor any lack of compliance with the plans or specifications. However, failure of a project manager or the director of public works to call the attention of the Contractor to the faulty work, or lack of compliance with the plans and specifications, shall not constitute acceptance of said work.
- c. When a project manager is assigned to the work being performed in conjunction with a city contract, the project manager will keep the director of public works informed as to the progress of the work and the manner in which it is being accomplished.

3. Conformity with Plans and Specifications.

All work performed and all materials furnished shall be in conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the plans or indicated in the specifications.

- a. If the director of public works or his duly appointed representative finds the materials or the finished product in which the materials are used not in

conformity with the plans and specifications but that reasonably acceptable work has been produced; he will then make a determination as to whether or not the work will be accepted and remain in place. If accepted, the director of public works or his duly appointed representative will document the basis of acceptance by contract modifications that may provide for an appropriate adjustment in the contract price for such work or materials, as he deems necessary to conform to his determination based on engineering judgment.

- b. If the director of public works or his duly appointed representative finds the materials or the finished product in which the materials are used or the work performed have resulted in an unacceptable product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the contractor.

4. Errors and Omissions. The contractor shall take no advantage of any apparent error or omission in the plans or specifications. If the contractor discovers such an error or omission, he shall immediately notify the director of public works or his duly appointed representative. The director of public works or his duly appointed representative will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

5. Cooperation by Contractor. The contractor shall give the work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the engineer and other contractors in every way possible. The contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors or utilities. The contractor shall schedule his work and shall place and dispose of the materials being used so as not to interfere with the operations of other contractors. Pavements over which hauling is performed shall be kept clean of spilled or tracked on materials at all times.

6. Inspection. The contractor shall furnish the director of public works or his duly appointed representative with every reasonable facility for ascertaining whether or not the work performed is in accordance with the requirements and intent of the plans and specifications. Any work done (except excavation) or material used without suitable supervision by the contractor or inspection by the director of public works or his duly appointed representative may be ordered, removed, and replaced at the contractor's expense.

7. Work in Inclement Weather. No construction work shall be done during stormy, freezing or inclement weather, except as can be done satisfactorily and in accordance with applicable specifications and with the approval of the director of public works. This provision will not be justification for time extensions on calendar day contracts.

8. Street Closure. When it becomes necessary to close a street, the contractor shall notify the traffic engineer at least 36 hours in advance of such closure including information as to the exact location and extent, the time and expected duration and the reason for the closure. If, in case of an emergency, it becomes necessary to close any street without advance notice, the

contractor shall immediately notify the police and fire department and advise the traffic engineer of such closure.

9. Removal of Defective and Unauthorized Work. All work that has been rejected or condemned shall be repaired, or if it cannot be repaired satisfactorily, it shall be removed and replaced at the contractor's expense. Defective materials shall be immediately removed from the site of the work. Work done without line and grade having been given, work done beyond the lines or not in conformity with the grades shown on the plans, work done without proper inspection, or any extra or unclassified work done without written authority and prior to agreement in writing as to prices, shall be considered as unauthorized work and done at the contractor's risk. All work considered unauthorized, at the option of the director of public works, may not be measured and paid for, and may be ordered removed at the contractor's expense. Upon failure of the contractor to repair satisfactorily or to remove and replace rejected, unauthorized, or condemned work or materials immediately after receiving notice to the contractor, the city has the authority to cause unauthorized work to be removed. The cost of such work shall be paid to the Office of the Director of public works prior to final payment or shall be deducted from final payment.

10. Protection and Restoration of Property. The contractor shall notify the proper representatives of any public utility, any corporation, any company or any individual, not less than forty-eight (48) hours in advance of any work which might damage or interfere with their property or operation along or adjacent to the work. The contractor shall be responsible for any damage or injury to property of any character by reason of any negligent act or omission on the part of the contractor or the contractor's employees or agents, or due to defective work or materials, or due to his failure to reasonably or properly prosecute the work. When and where any such damage or injury is done to public or private property on the part of the contractor, he shall restore or have restored at his own cost and expense such property to a condition equal to or exceeding that existing before such damage was done, by repairing or otherwise restoring as may be directed, or he shall make good such damage from injury in a manner acceptable to the engineer. In addition to the above, the contractor shall, unless otherwise indicated on the plans:

- a. Cause any excavation upon the real estate to be backfilled and graded to the original grade;
- b. Remove, insofar as reasonably possible, all debris resulting from construction, including rock;
- c. Provide during construction reasonable access to the public street where any excavation upon the real estate might otherwise interfere therewith; and
- d. Cause all lot corner pins disturbed by his operation to be reset by a registered land surveyor, and will file with the city a certificate from the surveyor that said pins have been reset.

In case of failure on the part of the contractor to restore such property or make good such damage or injury, the engineer may, upon forty-eight (48) hours written notice, under ordinary circumstances and without notice when a nuisance or hazardous condition results, proceed to repair, rebuild or otherwise restore such property as may be determined necessary, and the cost thereof shall be paid to the Office of the Director of Public Works prior to final payment or shall be deducted from final payment.

11. Contractor's Representative. The contractor shall have on the project at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, authorized representatives. The superintendent shall have full authority to execute orders or directions of the engineer without delay, and to promptly order such materials, equipment, tools, labor, and incidentals as may be required. Such superintendent shall be furnished irrespective of the amount of work sublet.

12. Notice to Proceed. A written Notice to Proceed shall be given to the contractor for each project let by the city. This notice shall set forth the beginning of the project calendar days or the date for completion.

13. Claims for Adjustment. If either party has a claim against the other which in any way arises out of the provisions of the contract or the performance or nonperformance thereunder, written notice of such claim must be made in triplicate prior to the expiration of 60 days after delivery by the city to the contractor of a check or draft for the retained percentage. If the claim is against the city the notice of claim must be personally delivered or sent by certified mail to the office of the director of public works in city hall. If the claim is against an assignee, notice of the claim must be personally delivered or sent by certified mail to the assignee at the address shown on the accepted notice of assignment. Within 60 days after the receipt of notice of any claim, the party against whom the claim is made shall make any claim he has against the other party. All notices of claims must contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim. Any claim or an item of any claim not included in the notice and statement, or any claim included but not clearly defined and specifically set out and itemized, or any claim not filed within the time and in the manner provided above shall be forever waived and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration between the parties.

E. CONTROL OF MATERIAL

1. Source of Supply and Quality Requirements. All material needed in the work shall be furnished by the contractor unless otherwise stated in the contract. The contractor shall assume full responsibility for ordering materials of the quality and quantity required.

F. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

1. Laws to be Observed. The contractor shall at all times observe and comply with all federal and state laws, local laws, ordinances, decrees, and regulations existing at the time of or enacted subsequent to the execution of the contract which in any manner affect the prosecution of the work. The contractor and his surety shall indemnify and save harmless the city and all of

its officers, engineers, representatives, agents, and employees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the contractor, his employees, or his subcontractors.

2. Permits and Licenses. The contractor shall procure all permits and licenses, shall pay all charges and fees, and shall give all notices necessary incidental to the due and lawful prosecution of the work. The contractor shall be required to have a current Occupational License from the City of Branson Finance Department. The cost of complying with these requirements will be included in the contract unit price for other items.

3. Non-Discrimination. The contractor shall be required to comply, and cause his subcontractors, if any, to comply with all local, state and federal laws, regulations, and directives against discrimination in connection with the project. Such nondiscrimination requirements extend to procurement of materials and lease of equipment for use in connection with the project.

4. Patented Devices, Materials and Processes. If the contractor is required or desires to use any design, device, material, or process covered by letter patent or copyright, he shall arrange and provide for such use by suitable agreement with the patentee or owner, and the city may require a copy of the agreement. The contractor shall indemnify and save harmless the city from any suits, claims, or damages arising from the infringement upon or use of any patented or copyrighted design, device, material, or process.

5. Safety and Sanitary Provisions. The contractor shall at all times take necessary precautions to protect the life and health of all persons employed on the project. He shall familiarize himself with the latest accepted accident prevention methods and provide necessary safety devices and safeguards in accordance therewith. The city will refuse to provide inspection service at plants or work sites where adequate safety measures are not provided and maintained.

Employee Accommodation:

- a. The contractor shall provide and maintain in a neat and sanitary condition, such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Missouri Department of Natural Resources or of other bodies or tribunals having jurisdiction over public health and sanitation. No public or private nuisance shall be permitted.
- b. All sanitary facilities and safety devices shall be furnished free to employees and the cost to the contractor will be considered covered under the various items of the contract documents.
- c. The contractor's employees and the subcontractors' employees shall conduct themselves in action and language in a moral manner or the city will order the work stopped until the employee or employees are removed (or the situation is corrected).

6. Preservation of Monuments and Artifacts.

- a. Monuments. The contractor shall not disturb or damage any land monument or property landmark until authorized by the director of public works or his duly appointed representative.
- b. Artifacts. The contractor shall be responsible for the preservation of all artifacts, fossils, and other items of archaeological or geological significance discovered within the right-of-way during his operations, and shall handle such items as follows:

When remains of prehistoric sites or artifacts of historical or archaeological significance are encountered, the excavation operations shall be temporarily discontinued. The director of public works or his duly appointed representative will determine the disposition of such sites or artifacts. When directed by the director of public works or his duly appointed representative, the contractor shall excavate the site in such manner as to preserve the artifacts encountered.

7. Protection of Streams, Lakes, Ponds, and Reservoirs. The contractor shall take sufficient precautions to prevent pollution of streams, lakes, ponds, sinkholes and reservoirs, with fuels, oils, bitumen's, calcium chloride, or other harmful materials. The contractor shall schedule and conduct his operations so as to avoid or minimize siltation of streams, lakes, ponds, sinkholes, and reservoirs. In areas particularly subject to erosion, the contractor shall, subject to the approval of the engineer, conduct his operations in such manner to reduce exposure of the uncompleted portions of the project to the shortest time practicable.

8. Responsibility for Claims for Damage. The contractor shall indemnify and save harmless the city, its officers, agents and employees from all claims or suits made or brought for injury to persons or property caused by the contractor's negligence or his failure to perform the work in accordance with the plans and specifications. The city may retain from any payment due or to become due the contractor such sums as are deemed necessary to protect the city's interests until all such claims or suits have been settled or disposed of and suitable evidence to that effect furnished to the city.

In the event that a citizen makes a claim against the contractor or subcontractor, then the contractor shall do the following:

- a. Investigate a claim within a reasonable period of time when notified by a citizen or the city of Branson.
- b. Within 5 days after completing the investigation, the contractor shall notify in writing the person making the claim that the contractor is approving or denying the claim or a part thereof. The city shall receive a copy of the written notification.
- c. Assure that claims shall not be denied for frivolous reasons.

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

9. Use of Explosives. Explosives shall not be used in the prosecution of the construction work.

10. Contractor's Responsibility for Work. Until the city accepts the work, it shall be in the custody and under the charge and care of the contractor. The contractor shall rebuild, repair, restore, or make good, at his expense, any lost or stolen city-owned material, and all injuries or damages to any portion of the work before its completion and acceptance, caused by the action of the elements or from any other reason. Issuance of a pay estimate on any part of the work done will not be considered as final acceptance of any work completed up to that time. The city may, in its discretion, make such adjustment as it considers being proper for damage to the work due to unforeseeable causes beyond the control of the contractor, and without fault or negligence on the part of the contractor.

11. Contractor's Responsibility for Subcontractors. The contractor shall be as fully responsible to the city for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to the work, to bind all subcontractors to contractor by all the terms set forth in the contract with the city insofar as applicable to the work of subcontractors, and to give contractor the same power regarding termination of any subcontract as the city may exercise over contractor under any provision of the contract or contract documents. Nothing contained in the contract shall create any contractual relation between any subcontractor and the city or between any subcontractors.

12. Contractor's and/or Subcontractors' Insurance. The contractor and/or the subcontractor responsible to the general contractor, shall furnish evidence of insurance to the city of Branson by means of a certificate properly executed by a qualified agent or representative of the insurance company for the following types of coverage: (The insurance policy must be furnished to the city prior to approval of the contract for the coverage required under paragraph e).

- a. Worker's Compensation Insurance with a company authorized to do business in the State of Missouri having limits not less than One Million and no/100 Dollars (\$1,000,000.00), including occupational disease provisions for all employees of the contractor and sub-contractor.
- b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. The policy shall meet the scope or extent of the city's

tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo (Supp 1995). The City of Branson **must** be named as additional insured. Blasting operations shall not be performed unless and until the Contractor has obtained and furnished to the Engineer a certificate of blasting coverage properly executed by a qualified agent or representative of the insurance company. In case the insurance company has no local agent, a telegraphic certificate may be accepted.

- c. Automobile Liability Insurance with a company authorized to do business in the State of Missouri covering bodily injury and property damage for owned, non-owned and hired vehicles, with respect to injuries and/or death of any one person in a single accident or occurrence. The policy shall meet the scope or extent of the city's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo (Supp 1995). The City of Branson **must** be named as additional insured. The policy must also specify that the Contractor or his employees and/or the subcontractor's employees operating their own vehicles for business reasons applicable to the performance of their work whether or not involved in operations pertaining to the performance of the contract for the City, will be protected by a non-ownership and hired automobile liability policy with limits as described above for automobile liability and property damage.
- d. All of the above coverage described pertaining to Worker's Compensation, Public Liability, Automobile Liability and Non-Ownership and Hired Car Liability requiring certificates of insurance to the City must specifically provide that "no changes of coverage will be made in the contract nor will any coverage be cancelled or altered without a thirty (30) day notice of cancellation or alteration being mailed to the City Clerk Compliance Officer, City of Branson, Missouri by registered mail."
- e. Scope of Insurance and Special Hazard. The insurance required under Subparagraphs b and c hereof shall provide adequate protection for the contractor against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by it, and also against any special hazards which may be encountered in the performance of this contract.

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

- f. The Contractor shall furnish the City, prior to approval of the contract, the policy as specified in this section and satisfactory proof of carriage of all

the insurance required by this contract. NOTE: It is the sole responsibility of the Contractor to furnish current insurance certificates if expiration dates do not coincide with the beginning and ending dates of this contract. Current insurance certificates are also required for any additional renewal periods covered by this contract. Any failure to maintain insurance coverage shall not relieve any contractual responsibility or obligation or liability under the contract documents. Renewal certificates for this contract must be faxed to the City of Branson Compliance Officer, 110 W. Maddux, Branson, MO 65616.

- g. The contractor agrees to defend, indemnify, and save the city harmless from and against all claims, suits and actions of every description, brought against the city and from all damage and costs by reason or on account of any injuries or damages received or sustained by any person or persons, or their property, by contractor, its servants, agents or subcontractors in the construction of said work, or by any negligence or carelessness in the performance of same, or on account of any act or omission if contractor, its servants, agents, or subcontractors, or arising out of the award of this contract to contractor.
- h. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo. (Supp 1995) is broadened or increased during the term of this contract by legislative or judicial action, the City may require Contractor, upon ten (10) days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. The sovereign immunity limits for Missouri public entities is calculated by the Missouri Department of Insurance as of January 1st each calendar year and published annually in the Missouri Register pursuant to Section 537.610 RSMo. (see <http://www.insurance.mo.gov/industry/sovimmunity.htm>). Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.
- i. Unless otherwise specifically indicated in the contract documents, no deductibles will be permitted with respect to any of the above-described policies.

Contractor shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the contract documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the contract documents, all Work at the site shall be performed during regular working hours, and contractor will not permit overtime work or the performance of work

on Saturday, Sunday or any legal holiday without director of public works written consent given after prior written notice to director of public works.

13. Protection of Traffic Signs. The contractor shall notify the traffic engineer 24 hours in advance before moving or removing any traffic sign. Any traffic sign the traffic engineer allows to be removed and not immediately re-erected shall be stored by the contractors and maintained in the sign's original condition. Any sign or post damaged by the contractor shall be replaced immediately by the contractor.

G. PROSECUTION AND PROGRESS

1. Time for Completion. The time for completion of the work is specified and is an essential part of the contract. The beginning of the time for completion of the work will be based upon the date established in the "Notice to Proceed." Time for completion will be expressed in calendar days or by a specific date. This time for completion has taken into account the normal number of days expected for inclement weather. Time for completion of the work shall include time necessary for the contractor to complete "punch list" items determined in the final review prior to final payment. The contractor will not be entitled for any extension of time due to unsuitable weather conditions.

2. Extension of Time. The director of public works or his duly appointed representative may make allowance for time lost due to causes that, in his opinion, justifies an extension of time. If the contractor claims an extension of contract time on the grounds that he is unable to work due to causes beyond his control, written notice of intention to claim an extension of contract time on the above grounds shall be filed with the director of public works at the time the cause or causes occur. The claim shall be filed in writing within 30 calendar days after the claimed cause for the delay has ceased to exist and shall include a statement of the reasons for the delay, proof to establish the claim, and a statement of the number of days the contractor was delayed.

3. Continuous and Diligent Operation. All work shall progress in a continuous and diligent manner. Random scheduling of operations by the contractor will not be tolerated. The director of public works has final authority to determine if the contractor is progressing in a prudent manner and at his discretion can require the contractor to proceed with construction.

4. Lines and Grades. All work shall be done to the lines, grades, and elevations indicated on the drawings.

5. Relocation of Utilities. Any necessary relocations or adjustments to water or sanitary sewer facilities shall be made by the contractor. This shall include trunk or interceptor sewer lines and appurtenances as well as house laterals and all water distribution mains. Any adjustment or removal and replacement, which may be required in order to carry out the normal prosecution of the work, shall ensure that the sewer or water facility will be left in as good or better condition than existed at the initiation of this project.

Any adjustment or removal and replacement called for under this provision will not be recognized as a basis of claim by the contractor for additional compensation unless such items are set forth in the schedule of the proposal as bid items. In general, the moving of other utilities, where in conflict with the improvement, will be done by the respective controlling utility at its own expense and at no cost to the contractor. The work by these utilities may be completed before the contractor progresses to the points affected. Under some circumstances, however, the work of the utilities may have to be performed during the contractor's construction. It shall be the responsibility of the contractor to coordinate his work with that of the utility so as to cause the least possible delay in the work. No utility, public or private, shall be moved to accommodate the contractor's equipment or his method of operation when such utility does not interfere with the improvement under construction or to be constructed unless all costs of such removal and replacement, when permitted, will be paid for by the contractor.

Where utilities are affected by other City Ordinances, codes, or requirements, such ordinances, codes, or requirements shall be recognized and followed.

6. Temporary Suspension of Work. The director of public works has authority to suspend work wholly or in part for such period or periods as he may deem necessary due to the failure of the contractor to correct conditions unsafe for the workmen or general public; when weather or other conditions are such that in the judgment of the director of public works the work may be done at a later time with advantage to the city; for failure to carry out orders; for conditions considered unsuitable for the prosecution of the work; for failure on the part of the contractor to comply with any of the provisions of the contract; or for any other condition or reason deemed to be in the public interest. Should it become necessary to stop work for an indefinite period, the contractor shall store all materials in a manner that will protect them from damage and will not unnecessarily obstruct traffic; shall take every precaution to prevent damage to or deterioration of the work performed; and shall provide suitable drainage of the roadway by opening ditches, shoulder drains, etc.; and by erecting temporary structures where necessary. The contractor may suspend work for reasonable cause upon the written approval of the engineer. Liquidated damages shall not accrue during the period in which work is suspended by approval of the engineer unless such suspension is due to the failure of the contractor to comply with the provisions of the contract. If work has been discontinued, the contractor shall notify the director of public works in writing at least 48 hours before resuming operations.

7. Termination. The city reserves the right to terminate the contract by giving at least five (5) days' prior written notice to the contractor, without prejudice to any other rights or remedies of the city should the contractor be adjudged a bankrupt, or if contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for contractor or for any of its property, or if contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the city or fail to observe or perform any provisions of the contract.

8. City's Right to Proceed. In the event the contract is terminated pursuant to Paragraph G-7, then the city may take over the work and prosecute the same to completion, by contract or otherwise, and contractor and its sureties shall be liable to the city for any costs over the amount of the contract thereby occasioned by the city. In any such case the city may take possession of and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the city under any other provisions of the contract, city ordinances, and state and federal laws.

9. Cleanup. It is intended that cleanup shall follow closely after and at the same rate as construction. Contractor shall commence cleanup operations within fifteen (15) calendar days after beginning work on the project, unless otherwise directed by the director of public works. If, in the opinion of the director of public works, a hazardous, unsafe, or nuisance condition exists, the director of public works may order cleanup operations to commence immediately. At the completion of the work, the contractor shall clean any street right-of-way or other area occupied by him in connection with the work of all rubbish, excess materials, temporary structures, barricades, equipment or other

such object. All parts of the work shall be left in a neat and presentable condition, ready for use. Payment for final cleaning up will be considered as included in the price bid for the various other items of work and no additional payment will be made.

10. Liquidated Damages for Failure or Delay in Completing Work on Time. The director of public works may, at his discretion, deduct an amount set out in the bid form for each and every calendar day contractor fails or refuses to prosecute the work, or any separable part thereof, with such diligence as will insure the completion by the time above specified, or any extension thereof, or fails to complete the work by such time, providing that the city does not terminate the right of contractor to proceed. The contractor agrees that such stipulated damages are a reasonable measure of the city's damages for delay and are not intended as a penalty, and contractor agrees to be stopped from asserting any argument of position to the contrary. The director of public works is authorized to deduct such liquidated damages from any amount otherwise due under this contract.

11. Progress Schedule. At the preconstruction meeting the contractor shall submit to the director of public works a progress schedule showing the proposed sequence of work, and how the contractor proposes to complete all of the pay items within the time specified. No work may begin without this schedule being approved.

H. MEASUREMENT AND PAYMENT

1. Basis for Payment. Contractor will be paid for items actually constructed at the unit price bid for each item listed in the schedule of the proposal or for such extra work as may be authorized and approved by the director of public works. The cost of incidental work not listed in the schedule of the proposal but necessary for the completion of the project will be considered as included in the price bid for the various other items of work.

2. Extra Work. Extra work performed in accordance with the requirements and provisions of this Chapter will be paid for at the unit prices, lump sum or as per the force account procedure stipulated in the order authorizing the work.

3. Acceptance and Final Payment. Final payment will not be made to the contractor until the project is inspected and accepted by the director of public works and all requirements of the contract documents are found to have been carried out.

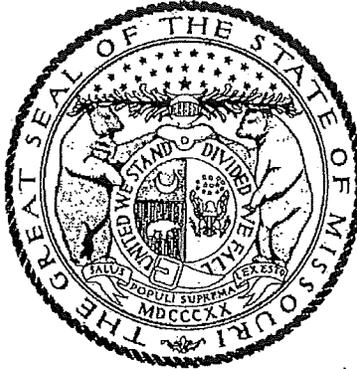
Special Provisions

1. This scope of work includes all the work, materials, equipment, and labor required to completely construct the referenced improvements. All work for this project shall be in compliance with the latest edition of the City of Branson Technical Specifications for Public Improvement Projects.
2. The project area is a parking lot and drive access area serving adjacent properties. The City of Branson has acquired both construction and permanent easements for the sanitary sewer construction. The construction easement forms the limit of the work area for the contractor. The contractor shall maintain vehicular access to all properties at all times. Construction sign and traffic control measures shall be the responsibility of the contractor.
3. Contractor is responsible for all jobsite safety. All open trenches shall be adequately fenced or barricaded to protect the public. Open trenches shall not be unattended.
4. Temporary sediment and erosion control measures shall be required, where necessary, to prevent the migration of sediment from the limits of construction.
5. Saw cut pavement neatly in preparation for excavation and to control damage to adjacent pavement during excavation. The city has established a work zone width of 30 feet, damage to the existing asphaltic concrete pavement outside of the designated zone is the responsibility of the contractor.
6. Trenching quantities are unclassified. No additional allowance will be made for encountered rock.
7. The contractor is responsible for all bypass pumping required to remove existing 21" Vylon pipe and the installation of the replacement 21" PVC pipe and manhole. Contractor shall submit a bypass pumping plan to City for approval prior to removal of existing Vylon pipe.
8. Addition to Work: The City may add to the scope of work or delete therefrom activities of a similar nature to those set forth in the Scope of Work, provided that the total cost of such work does not exceed the total cost allowance as specified in the construction contract.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 26

Section 110
TANEY COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 8, 2019**

Last Date Objections May Be Filed: **April 8, 2019**

Building Construction Rates for
TANEY County

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Asbestos Worker		\$16.76*
Boilermaker		\$16.76*
Bricklayer		\$16.76*
Carpenter		\$43.53
Lather		
Linoleum Layer		
Millwright		
Pile Driver		
Cement Mason		\$16.76*
Plasterer		
Communications Technician		\$16.76*
Electrician (Inside Wireman)		\$35.87
Electrician Outside Lineman		\$16.76*
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Elevator Constructor		\$16.76*
Glazier		\$16.76*
Ironworker		\$58.81
Laborer		\$35.05
General Laborer		
First Semi-Skilled		
Second Semi-Skilled		
Mason		\$16.76*
Marble Mason		
Marble Finisher		
Terrazzo Worker		
Terrazzo Finisher		
Tile Setter		
Tile Finisher		
Operating Engineer		\$16.76*
Group I		
Group II		
Group III		
Group III-A		
Group IV		
Group V		
Painter		\$16.76*
Plumber		\$46.22
Pipe Fitter		
Roofer		\$16.76*
Sheet Metal Worker		\$16.76*
Sprinkler Fitter		\$16.76*
Truck Driver		\$16.76*
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

Heavy Construction Rates for
TANEY County

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Carpenter		\$45.64
Millwright		
Pile Driver		
Electrician (Outside Lineman)		\$16.76*
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Laborer		\$38.48
General Laborer		
Skilled Laborer		
Operating Engineer		\$44.45
Group I		
Group II		
Group III		
Group IV		
Truck Driver		\$16.76*
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING AN AGREEMENT BETWEEN EMPIRE DISTRICT, A LIBERTY UTILITIES COMPANY AND THE CITY OF BRANSON FOR RELOCATION COSTS OF STREET LIGHT FACILITIES RELATING TO THE GRETNA ROAD MEDIAN ISLAND REMOVAL AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: PUBLIC WORKS/ENGINEERING DEPARTMENT

FIRST READING: DECEMBER 10, 2019 **FINAL READING:** JANUARY 14, 2020

EXECUTIVE SUMMARY:

- The City removed the center median island on Gretna Road to make room for additional turn lanes to improve road safety.
- This removal of the median island also includes the removal and relocation of the existing street lights.
- Empire District has provided pricing for the bore and excavation work for the relocation of the streets lights due to the median island removal at a one-time not-to-exceed cost of \$29,237.96.
- Funds are available in the Transportation Budget to cover the costs and Staff recommends the approval of the agreement with Empire District, A Liberty Utilities Company in the amount of \$29,237.96.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: TR 1.1.2/1.2.3

ATTACHED EXHIBITS:

BILL NO. 5760

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN EMPIRE DISTRICT, A LIBERTY UTILITIES COMPANY AND THE CITY OF BRANSON FOR RELOCATION COSTS OF STREET LIGHT FACILITIES RELATING TO THE GRETNA ROAD MEDIAN ISLAND REMOVAL AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, Empire District, A Liberty Utilities Company will incur construction costs for boring and excavation in conjunction with the relocation of street lights in the vicinity of Gretna Road; and

WHEREAS, the Board of Aldermen desires to approve the Agreement between Empire District, A Liberty Utilities Company relating to construction costs for relocating street lights on Gretna Road as part of the removal of the Gretna Road median island.

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

Section 1: The Board of Aldermen hereby authorizes the Mayor to execute the Agreement with Empire District, A Liberty Utilities Company in the one-time not-to-exceed amount of \$29,237.96 pertaining to the construction costs for relocating streets lights on Gretna Road as part of the removal of the Gretna Road median island in the form attached as Exhibit "A".

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

Read, this first time on this ____ day of _____, 2019.

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

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

CLM # 51831 12/5/15

Chris Lebeck #51831
City Attorney



Liberty Utilities

EMPIRE DISTRICT - A Liberty Utilities Company

This AGREEMENT, entered into this day of 8/2/19

between City of Branson

Billing Address: 110 W. Maddux St Branson MO 65616

hereinafter called the Customer, and Empire District - A Liberty Utilities Company, hereinafter sometimes called the Company, witnesseth:

(1) The Customer hereby requests the Company to perform the following described work:

Bill City of Branson (One time & Not to exceed) \$29,237.96 for 2" Bore & required Excav. for relocation of u/g fed street lighting due to median removal and installation of new turn lane.

Date Service Requested: 8/2/19

SEC./TN./RG.: 25 / 23 / 22

WORK LOCATION: Gretna Rd. & Town & Country Dr. Branson M

(2) The Company agrees to complete the work as described above for the sum of \$29237.96

within a reasonable period of time, and the Customer agrees to pay such sum to Empire District - A Liberty Utilities Company as compensation for such work upon receipt of an invoice therefore from the Company.

(Please sign)

E. Edd Akers, Mayor (Please print)

EMPIRE DISTRICT - A Liberty Utilities Company

By: CCREGER
Cust Tkn: 31707
WO No.: 852647
Account : 143.100

APPROVED AS TO FORM:

Chk #51801 8/27/19

City Attorney



STAFF REPORT

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

INITIATED BY: POLICE DEPARTMENT

FIRST READING: DECEMBER 10, 2019

FINAL READING: JANUARY 14, 2020

EXECUTIVE SUMMARY:

- This Intergovernmental Cooperative Agreement is between the City of Kimberling City, Missouri Police Department and the City of Branson, Missouri Police Department.
- This agreement would allow the City of Branson to transfer by donation, four TASER X26 Conducted Energy Weapons and associated equipment to the City of Kimberling City, Missouri Police Department.
- The surplus equipment is heavily used and no longer supported by the manufacturer. The equipment has been replaced by a newer version of the TASER and is no longer in use by the Branson Police Department. The equipment holds no value to the Department or the City. The City of Kimberling City, Missouri Police Department is aware of its condition and is willing to accept it as is under this agreement.
- Currently no law enforcement agencies in Taney County, Missouri are in need of this equipment, however the City of Kimberling City, Missouri Police Department doesn't possess this valuable less lethal option for its officers. This transfer by donation would greatly assist their capabilities and help better protect the officers and citizens of Kimberling City.
- This agreement is in the best interest of the City of Branson. It will allow us to remove the surplus equipment from our property list and will also help another law enforcement agency with their equipment needs.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: Community / Community Partnerships

ATTACHED EXHIBITS:

BILL NO. 5761

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

CELL #51831 12/5/19

Chris Lebeck #51831
City Attorney

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

This agreement is made this ____ day of _____, 2019, by and between the Kimberling City, Missouri Police Department (hereafter "Kimberling City"), and the City of Branson, Missouri (hereafter "Branson") for the disposition by donation of the TASER X26 Conducted Energy Weapons and Equipment shown in the attached Exhibit "A" (hereafter "the Equipment").

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

WHEREAS, Kimberling City currently has no TASER Equipment for use by their commissioned officers; and

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

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

NOW, THEREFORE, the parties agree:

- 1.) The "Whereas" paragraphs are incorporated herein.
- 2.) The City shall dispose of the Equipment by donation to Kimberling City.
- 3.) In no event shall the City be liable to Kimberling City, employees or agents thereof for special, indirect, or consequential damages in any way connected with Kimberling City's employees or agents thereof use of the Equipment.
- 4.) Kimberling City shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the use of the Equipment.
- 5.) The City is providing the Equipment to Kimberling City as-is and without warranty of any kind. The City makes no warranty of fitness for a particular purpose or warranty of merchantability of the Equipment being disposed of by donation to Kimberling City.

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

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

CHIEF OF POLICE, KIMBERLING CITY, MISSOURI



Craig Alexander, Kimberling City Police Chief

10/27/19
Date

CITY OF BRANSON, MISSOURI

E. Edd Akers, City of Branson Mayor

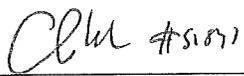
Date

ATTEST:

Lisa Westfall, City of Branson Clerk

Date

APPROVED TO FORM:



Chris Lebeck #51831, City Attorney

10/14/19
Date

SURPLUS PROPERTY LIST

<u>TASER</u>	<u>Serial Number</u>
X26	X00-752192
X26	X00-359790
X26	X00-720633
X26	X00-360103
21' Duty Cartridges	15
15' Training Cartridges	15
21' Expired Cartridges	16
Inert Training Cartridges	3
Spare holsters	TBD



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL ACCEPTING THE PROPOSAL OF ACE PIPE CLEANING FOR SANITARY SEWER SYSTEM IMPROVEMENTS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: UTILITIES DEPARTMENT

FIRST READING: DECEMBER 10, 2019 **FINAL READING:** JANUARY 14, 2020

EXECUTIVE SUMMARY:

- This item is being presented again for approval following Staff’s request for its removal from the November 26, 2019 Consent Agenda to allow an extension of the contract deadline. The attached contract includes a revised deadline of June 30, 2020 for all work outlined in the scope to be completed. No other changes have been made in this contract.
- Plans and specifications have been prepared for the rehabilitation of approximately 4,394 feet of the City’s sanitary sewer mains.
- These aged mains have failing joints and separations which allow tree roots to penetrate the existing sewer pipe and groundwater from rain events to enter the sewer system. These conditions contribute to sewer backups and frequent maintenance is required to keep the mains cleared.
- Unit pricing from an existing contract between the City of Joplin, Missouri and Ace Pipe Cleaning has been used to create the contract for this project through a “piggy-back” provision. Branson’s project is considered small and the most economical solution is to “piggy-back” onto the Joplin bid. Using the pricing of the Joplin contract, from which Ace Pipe Cleaning was low bidder, results in a Branson contract amount of \$305,419.59 to line 4,394 feet of sewer main.
- Staff recommends award of a contract in an amount not to exceed \$305,419.59 with Ace Pipe Cleaning for the Branson sewer system lining improvements. Funding for this expenditure is budgeted in the 2020 water & sewer operational capital budget.

FINANCIAL IMPACT:

- No impact/Not applicable
- Budgeted in the 2020 budget
- Other (see additional explanation)

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: El 1.1 Action 1.1.1

ATTACHED EXHIBITS:

ITEM/SUBJECT: READING OF A BILL ACCEPTING THE PROPOSAL OF ACE PIPE CLEANING FOR SANITARY SEWER SYSTEM IMPROVEMENTS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

DETAILED ANALYSIS:

Plans and specifications have been prepared for the rehabilitation of approximately 4,394 feet of the City's sanitary sewer mains. These aged mains have failing joints and separations which allow tree roots to penetrate the sewer pipe and groundwater from rain events to enter the sewer system. These conditions contribute to sewer backups. Frequent and increasing maintenance is being required within the sewer main sections in order to keep the mains cleared and flowing properly.

These sewers are perfect candidates for the use of a cured-in-place-pipe (CIPP) process to make necessary repairs. With this method, a flexible resin-impregnated tube is inserted into the sewer main through the existing manholes of the sewer section to be lined. The liner is then pressurized and heated with steam forcing the lining material to conform to the inner side of the existing sewer pipe. When cooled and cured the tube forms a solid joint-free section of sewer line between the manholes. All failed joints, cracks and openings are immediately eliminated preventing further root intrusion and groundwater infiltration.

After the lining is cured, a small robotic controlled cutting device is placed inside the newly lined pipe to open customer service line taps which are connected to the sewer main section. The customer's connection is then sealed from inside the sewer main with a liner that extends approximately 18 inches into the customer's line.

This method of sewer rehabilitation has significant benefits as excavation using heavy equipment to replace the sewer lines is only required for point repairs where the sewer main has deteriorated beyond the point of being eligible for lining. City crews have made necessary point repairs in the sections to be lined in this project. In a lining project, costs to replace pavement, street curbs, trees and landscaping along the entire section of sewer main are greatly reduced. Using pricing for a typical sewer excavation and replacement process, the cost for this project would have been in the range of \$700,000.00 to \$800,000.00.

Unit pricing from an existing contract between the City of Joplin, Missouri and Ace Pipe Cleaning has been used to create a contract for the Branson project through a "piggy-back" provision of the Joplin contract. Branson's project is considered small and the most economical solution is to "piggy-back" onto the Joplin bid. Using the pricing of the Joplin contract, from which Ace Pipe Cleaning was low bidder, results in a Branson contract amount of \$305,419.59 to line 4,394 feet of sewer main.

The CIPP process is used extensively across the country and City Staff used the process in 2013 and 2015 to line a total of 15,996 feet of failing clay tile sewer pipe in the City's system. Previously lined sections using the above explained process continue to provide for lower maintenance requirements and continued elimination of root and groundwater intrusion. Ace Pipe Cleaning was also involved in the City's 2013 lining project and their work was reliable.

AN ORDINANCE ACCEPTING THE PROPOSAL OF ACE PIPE CLEANING FOR SANITARY SEWER SYSTEM IMPROVEMENTS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Joplin, Missouri accepted the bid proposal of Ace Pipe Cleaning for sewer system lining improvements; and

WHEREAS, by utilizing the unit bid prices obtained by the City of Joplin, the City of Branson is able to piggy-back this project; and

WHEREAS, the Board of Aldermen desires to award the contract for Branson’s sewer system lining.

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

Section 1: The Board of Aldermen hereby accepts the proposal of Ace Pipe Cleaning for sewer system lining improvements, at a cost not to exceed \$305,419.59 in the form attached hereto as Exhibit “1”.

Section 2: The Board of Aldermen hereby authorizes the City Administrator to approve change orders in accordance with the City’s change order policy established by Resolution 2019-002.

Section 3: This ordinance shall be in full force and effect upon and after its passage and approval.

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

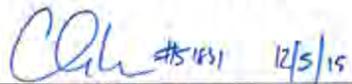
Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this ____ day of _____, 2020.

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk



Chris Lebeck #51831
City Attorney

Master Contract Number: _____
Prevailing Wage Project No. VW _____

SERVICES CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 20____, by and between the City of Branson, Missouri (the "City") and **Ace Pipe Cleaning** ("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 **June 30, 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 **Three Hundred Five Thousand Four Hundred Nineteen Dollars and Fifty Nine Cents (\$305,419.59)**, 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 Two Million Eight Hundred Four Thousand Forty Six Dollars (\$2,804,046.00) 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 Two Million Eight Hundred Four Thousand Forty Six Dollars (\$2,804,046.00) per occurrence for personal injuries (including death). The City of Branson must be named as an additional insured.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. **Safety.** Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and

any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

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

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

SERVICE PROVIDER:

CITY OF BRANSON, MISSOURI

By: Bruce Vantine 11/21/19
(Signature) Date

E. Edd Akers Date
Mayor

Name: Bruce Vantine
(Printed Name)

Title: Secretary / Treasurer

ATTEST:

Lisa K Westfall Date
City Clerk

Company Name: Ace Pipe Cleaning, Inc.

Address: 6601 Universal Ave.
Kansas City, MO 64120

Phone: 816-241-2891

E-Mail: bvantine@acepipe.com

APPROVED AS TO FORM:
Chris Lebeck #51831 11/21/19
Chris Lebeck #51831 Date
City Attorney

Tax ID: 44-0580656

Ace Pipe Cleaning
6601 Universal Ave.
Kansas City, MO 64120

SCOPE OF WORK

1. Purpose: Ace Pipe Cleaning agrees to provide all labor, materials, equipment, testing, tools, and supervision to complete the sanitary sewer system lining improvements, as described in the General Requirements and Technical Specifications and as shown on the drawings.
2. General Requirements:

It shall be understood and agreed upon by Ace Pipe Cleaning that the work herein described shall be completed in every detail, even though every item involved is not particularly mentioned. Ace Pipe Cleaning shall be held responsible for the completion of work intended and described, and shall not avail from any of the manifestly unintentional error or omission, should such exist. Quantities can only be estimated and actual usage will vary depending upon demand and budget restrictions. The City reserves the right to purchase quantities above or below the quantity estimated. The City will pay only for the actual quantities ordered and received. Prices shall be as specified on the pricing page and remain firm regardless of actual quantities ordered.

Technical Specifications

- 01010 Summary of Work
- 01030 Special Project Requirements
- 01200 Measurement and Payment
- 01577 Traffic Control
- 02060 Cleaning
- 02609 Manhole Renovation
- 02628 Cured In Place Pipe
- 02629 Lateral Renovation

DIVISION 1 - GENERAL REQUIREMENTS

SUMMARY OF WORK.....01010

1. GENERAL

1.1 The work consists of furnishing all labor, materials, equipment, testing, tools, and supervision to complete the sanitary sewer system lining improvements, as described in the specifications and as shown on the drawings.

2. LOCATION

2.1 Branson, Missouri, in Taney County, at the locations shown on the drawings.

3. ACCESS

3.1 Access to the site(s) is available via public roads, streets and easements.

4. PERMITS

4.1 Secure all necessary permits from respective authorities.

5. SUMMARY OF WORK

5.1 Work includes, but is not limited to, the renovation of existing gravity sewer lines utilizing the installation of cured-in-place pipe (CIPP), renovation of the connection of existing sewer service lateral line connections to the mainline, the renovation of existing manholes utilizing a cementitious lining and epoxy coating, and the miscellaneous appurtenances as necessary to reduce inflow and infiltration into the wastewater collection system. All work indicated on the drawings and specifications is to be performed unless deleted by Owner's change order.

5.2 Inclusive in the work is close coordination with all appropriate jurisdictional agencies and responsibility for construction standards, traffic control, and safety requirements of these agencies.

6. RELATED DOCUMENTS

6.1 Drawings are included as part of these specifications. Installation shall be per the construction drawings, supplemented as necessary by any applicable construction details.

6.2 Locate all existing underground installations, including service connections, in advance of excavating or trenching, by contacting the owners thereof, prospecting, and the use of the Company 1-800-DIG-RITE (344-7483), and other appropriate locating services.

6.3 All damage to existing private and/or municipal utilities or improvements, including, but not limited to signs, mailboxes, buildings, trees, and property, shall be repaired, including the cost of all required materials, labor, and equipment. All repairs shall be made as authorized by the owner of the utility and/or party involved and in compliance with all jurisdictional requirements. Repair and/or replacement cost shall be considered incidental to the performance and perfection of the contract.

7. SCHEDULING OF WORK

7.1 Schedule all work, including location of utilities, to coordinate with appropriate jurisdictional agencies.

8. FIELD ENGINEERING

8.1 N/A

9. REGULATORY REQUIREMENTS

9.1 Obtain all necessary permits and comply with all codes of construction or permit requirements as deemed necessary by the following:

9.1.1 City of Branson

9.1.2 Missouri Department of Natural Resources

9.2 Pay for any bond, fees, other charges, design, work or materials associated with obtaining the necessary permits.

10. CONSTRUCTION STANDARDS

10.1 Generally applicable standards have been included in the specifications. Any other construction details otherwise required will be provided by the Engineer. Engineer may make substitutions of equivalent materials or assemblies for those shown in the standards.

11. REFERENCES AND ABBREVIATIONS

11.1 The latest edition of the following specifications cover certain specified materials and methods to be utilized. Abbreviations as used in the specifications shall mean the following:

11.1.1 AWWA: American Water Works Association.

11.1.2 AGA: American Gas Association

11.1.3 ASTM: American Society for Testing Materials

11.1.4 AASHTO: American Association of State Highway & Transportation Officials

11.1.5 ANSI: American National Standards Institute

11.1.6 API: American Petroleum Institute

11.1.7 ASA: American Standards Association

11.1.8 DOT: Federal Department of Transportation

11.1.9 AWS: American Welding Society

11.1.10 AREA: American Railway Engineering Association

11.1.11 ACI: American Concrete Institute

11.1.12 BOCA: Building Officials and Code Administrators

12. QUALITY CONTROL

12.1 Establish a quality control system to insure conformance of all items of work, including that of subcontractors, to applicable specifications and drawings with respect to the materials, workmanship, construction, finish, functional performance, and identification. The controls shall be adequate to cover all layout and construction operations, shall be keyed to the proposed construction sequence, and shall be subject to approval by the Engineer.

13. WORK IN PUBLIC THOROUGHFARES

13.1 Prior to excavating in public streets, all appropriate permits shall be obtained. Any traffic control plans required by regulatory agencies as part of their permit shall be prepared and carried out, at the contractor's expense, in accordance with the M.U.T.C.D., latest version. Barricades, signs, and signals shall be maintained. The signs shall indicate actual conditions that exist on the road ahead.

14. ENVIRONMENTAL

14.1 In the event of spillage or discharge of oil to the environment, the Contractor shall comply with the provisions of Title 40 Code of Federal Regulations: Part 110 – Discharge of Oil; Part 112 – Oil Pollution Prevention; Part 300 – National Oil and Hazardous Substances Pollution Contingency Plans; and all applicable State, County, and municipal regulations.

14.2 The Contractor and the Owner, in their respective obligations under the terms of the Contract, shall conform to the provisions of the Clean Air Act (41 U.S.C. 7506©).

15. SAFETY

15.1 Precautions shall be exercised at all times by the Contractor for the protection of persons, employees, and property. The safety provisions of applicable laws, local building and construction codes (OSHA and manufacturer's safety requirements) shall be observed. The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work.

SPECIAL PROJECT REQUIREMENTS.....01030

1. GENERAL

1.1 Sewer Line Renovation: In areas designated for the renovation of gravity sewer lines, sewers shall be reconstructed using cured-in-place pipe as outlined in specification Section 02628 – SANITARY SEWER RENOVATION USING CURED-IN-PLACE PIPE (CIPP).

1.1.1 All sewer lines designated for renovation shall be cleaned and inspected by close circuit television (CCTV) to allow the proper installation of the CIPP and to determine any conditions that may exist preventing the proper installation of the CIPP.

1.1.2 All necessary point repairs will be made by the City of Branson prior to installation of the CIPP.

1.1.3 CCTV inspection videos for the areas defined on the plans to receive CIPP liner have been completed prior to this project and are included as part of the contract documents. This information has been prepared by the Owner and may be used by the Contractor for reference only. The results depict past conditions and as such may not be accurate to date.

1.2 Manhole Renovation: For manholes designated to be renovated, they shall be coated with a cementitious liner and epoxy coating as outlined in specification Section 02609 – MANHOLE RENOVATION.

1.3 Ownership and Disposal of Sewer Line and Manhole Lining Materials Waste Material: Sewer line and manhole lining waste materials shall be disposed of by the Contractor in a manner consistent with state and local laws and regulations governing disposal of construction debris.

1.4 Protection of Existing Roadways: Contractor shall suitably protect existing City roadway pavements from damage potentially caused by the use of heavy equipment. Any associated repairs required for “parallel” roadway surfaces shall be solely at the Contractor’s expense.

MEASUREMENT AND PAYMENT01200

1. GENERAL

1.1 The performance and perfection of the scope of work stated in the specifications and depicted on the drawings shall be either measured or shall be considered a requisite provision incidental to either measured work or to the perfection of the contract.

1.2 The items of performance listed in the Bid Schedule are the only items to be measured and for which a specific unit or lump sum price will be remitted. All remaining labor, material, supervision, equipment, and appurtenances requisite for performance shall be incidental to the measured items.

- 1.3 The cost to the Owner of incidental items shall be a part of the price for measured items, payment for which will be remitted to the Contractor upon acceptance of work by the Owner, and certified as complete by the Engineer.

TRAFFIC CONTROL01577

1. GENERAL

- 1.1 This work shall consist of furnishing and installing traffic control devices in accordance with the contract and as directed by the Engineer or as required by the applicable regulatory authority.

2. MATERIALS

- 2.1 All construction sign and reflective materials shall conform to the Missouri Standard Specification for Highway Construction - latest edition, as amended and supplemented by any special provisions.

3. CONSTRUCTION REQUIREMENTS

- 3.1 The Contractor shall furnish, install, maintain, clean, and relocate all signs, drums, cones, barricades, object markers, flashing devices, lights, and other traffic control devices as directed by the Engineer. All signs and traffic control devices shall meet the requirements of the Manual on Uniform Traffic Control Devices (MUTCD) and shall be kept legible, in alignment, and in good repair. All signs shall be covered, set aside, turned, removed, or relocated as work progresses, or is completed and their necessity ceases to exist. All traffic control devices shall be removed after completion of construction and shall remain the property of the contractor unless specified otherwise.
- 3.2 Flaggers will be required when equipment is crossing a road that is open to vehicular traffic. Hand signaling devices, flagger attire, flagging procedures, and flagger stations shall be in accordance with the MUTCD.
- 3.3 Under special circumstances and upon receipt of prior approval by the City and the Engineer, one-way traffic or lane closures may be considered at the sole discretion of the Owner. The length of time that the Contractor may maintain lane closures or one-way traffic operations shall be kept to a minimum and shall be subject to the City's and Engineer's approval. The Contractor shall furnish the personnel and equipment to achieve temporary stoppage of all traffic lanes if construction operations require such. No direct payment will be made for removing or reusing particular signs. Traffic control devices used by the contractor shall be supplied, installed, maintained, and removed by the contractor at his expense.
- 3.4 Contractor shall submit a traffic control plan meeting the requirements of the MUTCD to the City for approval for all lane closures.
- 3.5 Contractor shall be responsible for obtaining from the City any and all traffic control requirements applicable to the construction of this project, prior to beginning construction. Contractor shall be responsible for complying with all traffic control measures required for construction within City right-of-way.

3.6 The requirements of this specification shall not relieve the contractor of his responsibility for protecting both the public and the work.

3.7 Cost associated with preparing a traffic control plan meeting the requirements of the MUTCD shall be the responsibility of the Contractor.

4. MEASUREMENT AND PAYMENT

4.1 Traffic control shall not be measured and paid for separately, but shall be included in the lump sum or unit bid price as set forth in the Bid Schedule for the work of which it is a part.

DIVISION 2 - SITEWORK

CLEANING02060

1. GENERAL

1.1 The work of this section consists of the daily removal of construction debris from the job site(s) and associated public streets, roads, easements, and rights-of-way used during construction. In addition, the final detailed cleaning of the site prior to final acceptance of the project is included.

2. MATERIALS - NONE

3. EXECUTION

3.1 General: The Contractor shall keep the construction site sufficiently clean so as to allow a safe and expeditious construction operation to be implemented. Periodically, and upon completion of the work and before acceptance and final payment is made, the Contractor shall clean and remove from the road rights-of-way, easements, public and private property, adjacent property, all surplus, discarded materials, perishable matter, rubbish and temporary structures. He shall restore in an acceptable manner all property, both public and private, which may have been damaged on account of the prosecution of the work and shall leave the roadway, easements, public and private property neat and presentable.

3.2 Open Burning: Not allowed.

3.3 Dust Control: Excavation and operations may require control measures to prevent the creation of excessive dust.

3.4 Water Pollution Control: The Contractor shall exercise caution to guard against the degradation of the waters of the state due to construction-related pollutants (silt, debris, and petroleum products).

1. GENERAL

1.1 Description: This specification shall govern all work, materials, and equipment required for the renovation of manholes for the purpose of eliminating inflow, infiltration and exfiltration, providing corrosion protection, repairing of voids, and restoration of the structural integrity of the substrate as a result of applying a monolithic fiber-reinforced structural cementitious liner and the application of a 100% solids, spray applied, monolithic epoxy lining system to provide corrosion protection to existing brick, concrete, or other masonry construction material.

1.1.1 Described are procedures for cleaning, preparation, application, and testing of the cementitious liner and epoxy coating. The applicator of the cementitious liner and epoxy coating shall be approved and trained by the manufacturer, shall furnish all labor, equipment and materials for applying a corrosive resistant structural cementitious mixture to rebuild deteriorated structures back to original dimensions, restore structural integrity and eliminate infiltration. The application of epoxy coating to reduce future corrosion shall be in accordance with the manufacturer's recommendation and per the following specifications. The following work shall be described within this specification.

- Removal of any loose and unsound material;
- Cleaning of the area to be sprayed;
- The elimination of active infiltration prior to making the application;
- The repair and filling of voids;
- The repair and sealing of the invert and benches;
- The spray application of a cementitious mix to form a structural monolithic liner;
- The spray application of a 100% solids, VOC-free epoxy topcoat to protect the cementitious liner from corrosion damage

1.3 Submittals: The following items shall be submitted to the Engineer prior to application:

1.3.1 A technical data sheet for each product used, including ASTM test results verifying product meets specifications and verifying product is suitable for its intended use.

1.3.2 Material Safety Data Sheets (MSDS) for all products used, including materials used for patching, profiling, & leak stoppage and corrosion protection.

1.3.3 Project guidelines and manufacturer recommendations.

1.3.4 Qualification of applicator.

1.3.4.1 Manufacturer certification stating that personnel have been trained and approved in the handling, mixing and application of the products to be used.

1.3.4.2 Certification that the equipment to be used for applying the products has been manufactured or approved by the manufacturer.

1.3.5 Design details for any additional ancillary systems and equipment to be used on site.

1.4 Delivery, Storage and Handling:

1.4.1 Materials are to be kept dry, protected from weather, and stored under cover protected from the elements.

1.4.2 Materials are to be stored between 40°F and 110°F. Do not store near flame, heat, or strong oxidants.

1.4.3 All materials are to be handled according to specific material safety data sheets.

1.5 Site Conditions:

1.5.1 Applicator shall conform to all local, state, and federal regulations including those set forth by OSHA, RCRA, and EPA, and other applicable authorities.

1.5.2 Method statements and design procedures are to be approved by the owner when confined space entry or flow diversion bypass pumping is necessary in order for applicator to perform the specified work.

2. MATERIAL

2.1 N/A

2.2 Patching Material: A quick setting, fiber reinforced, high early strength, corrosion resistant, hand applied, calcium aluminate based cementitious material shall be used as a patching material to fill voids and to repair inverts. It shall be mixed and applied according to manufacturer's recommendations and shall have the following minimum requirements:

Compressive Strength	ASTM C109	>1800 psi, 1 hour >2600 psi, 24 hours
Minimum Bond	ASTM C882	>1600 psi, 28 days
Calcium Aluminate Cement	-	Sulfate Resistant
Applied Density	-	105 pcf ± 5 pcf
Shrinkage		ASTM C596 0% at 90% Relative Humidity

2.3 Infiltration Control Material: A rapid setting, high early strength, hand applied, cementitious material specifically formulated for leak control shall be applied to stop minor water infiltration. It shall be mixed and applied according to the manufacturer's recommendations and shall have the following minimum requirements:

Compressive Strength	ASTM C109	>1000 psi, 1 hour >2500 psi, 24 hours
Sulfate Resistance	ASTM C267	No weight loss after 15 cycles @ 2000 ppm
Freeze/Thaw Resistance	ASTM C666 Method A	100 cycles
Pull Out Strength	ASTM C234	14,000 lbs
Set Time		<1 minute

2.4 Grouting Material: A cementitious grout shall be used for stopping very active infiltration and filling voids and shall be mixed and applied according to the manufacturer's recommendations. The cementitious grout shall be volume stable, and have a minimum 28 day compressive strength of 250 psi. As determined by the manufacturer, the contractor shall be prepared to use a cementitious grout designed for special soil conditions that is volume stable and has a minimum 28 day compressive strength of 1000 psi. Chemical grouts may also be used for stopping very active infiltration and shall be mixed and applied per manufacturer's recommendation.

2.5 Cementitious Liner: A cementitious liner shall be used to form a structural monolithic liner covering all interior substrate surfaces and shall be made with calcium aluminate cement with fiber reinforcement. Liner shall be factory blended requiring only the addition of water at the jobsite. The contents shall have a dry bulk density of 82-85 pounds per cubic foot with a minimum cement content of 70% of total bag weight. Fiber reinforcement shall be ½ inch alkaline-resistant fiberglass rods. When mixed with the manufacturer's recommended amount of water it shall have a wet nozzle density in the range of 129 to 139 pounds per cubic foot and have a typical yield of 0.57 cubic feet per bag. The material shall meet or exceed industry standards and shall not have any basic ingredient that exceeds EPA maximum allowable limits for any heavy metal. The liner shall be used per the manufacturer's recommendations and have the following minimum requirements:

Compressive Strength	ASTM C109	>9000 psi, 28 days
Tensile Strength	ASTM C496	>800 psi, 28 days
Flexural Strength	ASTM C293	>1500 psi, 28 days
Shrinkage	ASTM C596	0% at 90% Relative Humidity, 28 days
Bond	ASTM C882	>2000 psi, 28 days
Density (When Applied) -		134 ± 5 pcf

Freeze/Thaw

ASTM C666 Method A 300 cycles, no visible damage

- 2.6 Water: Water used to mix product shall be clean and potable. Questionable water shall be tested by a laboratory per procedure outline in ASTM C-94. Potable water need not be tested.
- 2.7 Epoxy lining shall be a solvent-free 100% solids, ultra-high build epoxy coating, Raven 405 or Engineer-approved equal.

3. EXECUTION

3.1 N/A

3.2 Weather Conditions: No application shall be made if ambient temperature is below 40°F. No application shall be made to frozen surfaces or if freezing is expected to occur within the substrate within 24 hours after application. Precautions shall be taken to keep the mix temperatures at time of application below 90°F. Water temperature shall not exceed 80°F. Chill with ice if necessary.

3.3 Surface Preparation:

3.3.1 Place covers over invert to prevent extraneous material from entering sewer lines before cleaning.

3.3.2 All foreign material shall be removed from the manhole wall and bench using a high-pressure water spray (minimum 1500 psi). Unusual conditions such as heavy grease build-up or residues of industrial or processing wastes may require steam, chemical cleaning compounds, or surface abrading. Loose and protruding brick, mortar, and concrete shall be removed using a mason's hammer and chisel and/or scraper. Fill voids greater than 2 inches in depth with quick setting patching material meeting the requirements of paragraph 2.2 above.

3.3.3 Active Leaks shall be stopped using quick setting infiltration control material meeting the requirements of paragraph 2.3 above according to manufacturer's recommendations. Some leaks may require weep holes to localize the infiltration during the application. After application, the weep holes shall be plugged with the infiltration control material prior to the application of the final coat. When severe infiltration exists, drilling may be required in order to pressure grout using a cementitious grout or chemical grout. Manufacturer's recommendations shall be followed when pressure grouting is required.

3.4 Invert Repair:

3.4.1 After all preparations have been completed, remove all loose material and wash wall again.

3.4.2 Any bench, invert, or service line repairs shall be made at this time using a quick setting patching mix meeting the requirements of paragraph 2.2.

3.4.3 Repair inverts with visible damage and where infiltration is present. Vacuum testing is required. After blocking flow through manhole and thoroughly cleaning invert, the quick setting patch material shall be applied to the invert in an expeditious manner. The material shall be trowled uniformly onto the damaged invert at a minimum thickness of ½-inch at the invert extending out onto the bench of the manhole sufficiently to tie into the structural monolithic liner to be spray applied. The finished invert surfaces shall be smooth and free of ridges.

3.5 Application of Cementitious Liner Material:

3.5.1 Equipment: Applicator must use approved equipment designed and manufactured by the material supplier specifically for the application of cementitious liners in sanitary systems. Specially designed machines consisting of a progressive cavity pump and an air system for low velocity spray application of product shall be used for applying the materials. Equipment shall be complete with water storage and metering system.

3.5.2 Mixing of Cementitious Liner Materials:

3.5.2.1 Linear material shall be mixed with water in accordance with the manufacturer's instructions. Use only the amount of water specified in the manufacturer's mixing procedures to produce a mix consistency that won't "sag" or "run" when applied on a vertical surface using the approved equipment.

3.5.2.2 The prepared mix shall be discharged into a hopper and another batch prepared to occur in such a manner as to allow spraying continuously without interruption until each application is complete.

3.5.3 Saturated Surface: Ensure that the surface is damp and totally saturated with water, without noticeable free water droplets or running water, just before application of liner material.

3.5.4 Spraying: Spray apply the liner material in one (1) or more passes from the bottom of the wall to the bottom of the frame to form a structurally enhanced monolithic liner.

3.5.4.1 The minimum total thickness when complete shall be one (1) inch.

3.5.5 Finishing: Trowel the surface of sprayed liner material to a relatively smooth finish. Do not over trowel. Apply a brush finish to the trowel-finished surface.

3.5.6 Manufacturer's recommendations shall be followed whenever more than 24 hours have elapsed between applications.

3.5.7 Bench Application: The wooden covers shall be removed and the bench sprayed with liner material mixed per paragraph 3.5.2. Spray apply liner material to produce a gradual slope from walls to invert to form a structurally enhanced monolithic liner. The minimum thickness at the invert shall be ½ inch. Round the full circumference of the intersection between the wall and the bench to a uniform radius. When complete the bench area shall not pond any water.

- 3.6 Curing: Caution should be taken to minimize exposure of applied product to sunlight and air movement. Cover structure if time between applications of additional coats is to be longer than 15 minutes. At no time should the finished product be exposed to sunlight or air movement for longer than 15 minutes before covering or closing access. In hot and arid conditions, manhole shall be shaded while renovation is in progress.
- 3.6.1 Concrete Curing Compound: Prepare surface with bonding agent in accordance with manufacturer's instructions.
- 3.6.2 Cure Time: Allow a minimum of 4 hours cure time before subjecting manholes to storm runoff and surcharge and a minimum of 6 hours cure time before subjecting manholes to force main impact.
- 3.7 Field Quality Control: All field quality control testing shall be at the Contractor's expense. Inspection by the Engineer or Owner or the waiver of inspection of any portion of the work described within this specification shall not relieve the Contractor of the responsibility to perform the work as specified.
- 3.7.1 Compressive Strength Test: Contractor shall cast four 2-inch cubes each day or from each pallet of material, label, package, and mail cubes to the manufacture for testing. Manufacturer shall test cubes for compressive strength in accordance with ASTM C 109 and submit test results to the Contractor and Engineer.
- 3.7.2 Leaks: Visually verify the absence of leaks.
- 3.7.3 Manhole Testing: All renovated manholes shall be tested in accordance with specification Section 02722 – SANITARY SEWER SYSTEMS. Testing shall not be performed earlier than 7 days after application.
- 3.8 Protection: Do not allow traffic for a minimum of 24-hours after final application of liner material.
- 3.9 Application of Epoxy Lining Material: Once the cementitious liner has adequately cured, all manholes being renovated shall receive application of an epoxy lining. The applicator shall be approved and trained by the manufacturer for the application of the epoxy lining. The sealant shall have the physical properties as described in paragraph 2.7 of this specification.
- 3.9.1 Check pH of structural liner surfaces prior to application of epoxy liner. Rinse thoroughly to achieve a final pH as recommended by the manufacturer. Allow to dry thoroughly prior to coating.
- 3.9.2 Application procedures shall conform to the manufacturer's recommendations including material handling, mixing, safety, spray equipment and environmental controls during application.
- 3.9.3 The lining product shall completely cover all areas of the Cementous liner.

3.9.4 The final thickness shall be a minimum of 125 mils of corrosion resistant epoxy liner per manufacturer's recommendations. Thickness shall be confirmed with a thickness gauge.

3.9.5 Manhole cover shall be replaced immediately and traffic withheld for 30 minutes after application is complete.

4. MEASUREMENT AND PAYMENT

4.1 Cementitious Renovation and Epoxy Liner: Installation of the cementitious lining and epoxy liner shall be measured for vertical depth of the existing manhole. Vertical Depth shall be measured from the manhole rim elevation to the existing flow line out elevation. Payment shall be at the unit price per vertical foot basis stated in the Bid Schedule for the diameter of manhole. Price shall constitute full compensation for all materials, tools, labor, traffic control, patching, infiltration control, grouting, cementitious lining, curing, epoxy, and all incidentals for a complete manhole renovation.

SANITARY SEWER RENOVATION USING CURED-IN-PLACE PIPE (CIPP).....02628

1. GENERAL

1.1 Description: The work of this section consists of the reconstruction of pipelines and conduits by the installation of a cured-in-place pipe (CIPP) consisting of a thermosetting resin-impregnated flexible felt tube coated on one side with an impermeable plastic which is inverted into the original conduit by the use of a hydrostatic head or pressurized air. No pull-in method will be allowed. Curing is accomplished by circulating hot water or controlled steam throughout the length of the inverted tube to cure the resin into a hard, impermeable pipe with the plastic coating on the internal surface of the CIPP. The final product shall extend the entire length of the original pipe segment providing a continuous, tight-fitting and joint-less CIPP.

1.2 This specification references ASTM F1216 (Standard Practice for Renovation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube), ASTM D5813 (Cured-in-Place Thermosetting Resin Sewer Pipe) and ASTM D790 (Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics) which are made a part hereof by such reference and shall be the latest edition and revision thereof. Where conflicts exist between the referenced standard and this specification, this specification will govern.

1.3 Product and Contractor Qualification Requirements: The provided product shall have a 50 year design life, and in order to minimize the Owner's risk, only proven products with substantial long term track records will be approved. All Contractors must submit proof that they meet the below product and installer requirements of this section with their bid. In order for products and contractors to be deemed Commercially Acceptable and approved for this project they must meet the following criteria:

1.3.1 For a Manufacturer's inversion liner product to be considered commercially proven, a minimum of 1,000,000 linear feet or 4,000 manhole to manhole line sections of successful wastewater collection system installations in the U.S. must be documented to the satisfaction of the Owner.

1.3.2 The Manufacturer of the inversion liner product must operate under a quality management system that is third party certified to ISO 9001:2000 or other internationally recognized organization standards. Proof of certification shall be required for approval.

1.3.3 Third party test results for the sewer renovation product resin system supporting the long-term performance and structural strength of the product shall be submitted for approval, and such data shall be satisfactory to the Owner. No product will be approved without independent third party testing verification.

1.3.4 For a Contractor to be approved by the Owner, the Contractor must satisfy all insurance, financial, and bonding requirements of the Owner, and must have successfully installed at least 500,000 linear feet of CIPP in wastewater collection systems.

1.3.5 For a Contractor to be approved by the Owner, the Contractor must submit with their bid correspondence from the Manufacturer stating that the Contractor is certified to install the Manufacturer's inversion liner product.

1.3.6 Contractor's Qualifying Superintendent(s): The Contractor's Superintendent(s) designated for this project must have had at least 5 (five) years of continuous active experience in the commercial installation of CIPP. This shall be documented to the Owner's satisfaction in the form of a resume of work experience detailing scope of work (linear footage and CIPP diameters), location of work, and reference contact information for each project listed.

1.4 Submittals: The Contractor shall submit to the Engineer documentation which shall include shop drawings, ASTM standards, and manufacturer's data for the following items:

1.4.1 Lining materials to be installed;

1.4.2 Thermosetting resin to be utilized in producing the CIPP in accordance with these specifications;

1.4.3 Bypass plan layout;

1.4.4 Safety plan;

1.4.5 Design calculations for CIPP thickness of the liner system;

1.4.6 Procedures for preparing CIPP samples and testing of physical properties;

1.4.7 Pre-installation inspection reports.

1.5 Safety: The Contractor shall carry out their operations in strict accordance with OSHA and the manufacturer's safety requirements. Particular attention is drawn to those safety requirements involving working with scaffolding and entering confined spaces.

2. MATERIALS

2.1 Liner Tube:

2.1.1 The tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216, Section 5. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular shaped pipe sections.

2.1.2 The wet-out tube shall have a uniform thickness that when compressed at installation pressures will meet or exceed the calculated minimum design CIPP wall thickness.

2.1.3 The tube shall be manufactured to a size that when installed will tightly fit the internal circumference and length of the original pipe. In the event that under-sized pipe is present, the liner tube shall be manufactured so that overlap folds or wrinkles do not occur. Allowances shall be made for circumferential stretching during inversion.

2.1.4 The outside layer of the tube (before wet-out) shall be coated with an impermeable polyurethane or polyethylene plastic coating. This coating shall be an impermeable, flexible membrane that will contain the resin and facilitate monitoring of resin saturation during the resin impregnation (wet-out) process. This coating shall form the inner layer of the finished pipe and is required for enhancement of corrosion resistance, flow, and abrasion properties.

2.1.5 The tube shall be homogenous across the entire wall thickness containing no intermediate or encapsulated layers of any material. Additionally, no material shall be included in the tube that may cause delamination in the cured liner, and no dry or unsaturated layers shall be evident.

2.1.6 The wall color of the interior liner surface after installation shall be a light reflective color so that a clear detailed inspection with closed-circuit television equipment may be conducted.

2.1.7 The outside of the tube shall be marked for distance at regular intervals not to exceed 10 feet. Such markings shall include the Manufacturer's name or identifying symbol. The tubes must be manufactured in the USA.

2.1.8 The minimum length shall be that deemed necessary by the Contractor to effectively span the distance between manhole sections of the segment to be lined unless otherwise specified. The Contractor is solely responsible for field verification of all pipe diameters and lengths prior to fabrication, wet-out and installation.

2.2 Resin:

2.2.1 The resin system shall be a corrosion resistant polyester or vinyl ester catalyst system that when properly cured, with the tube composite, meets the requirements of ASTM F1216, the physical properties herein, and those which are to be utilized in the design of the CIPP for this project. The resin shall produce a CIPP that will comply with the structural and chemical resistance requirements of this specification.

2.2.2 The resin shall be shipped directly from the resin manufacturer's facility to the CIPP wet-out facility. The resin shall not be sent to any intermediate mixing facility.

2.2.3 When requested by the Owner, the Contractor shall submit a Certificate of Authenticity from the resin manufacturer for each shipment to the wet-out facility to include the date of manufacture.

3. CIPP PRODUCT

3.1 Structural Requirements:

3.1.1 The CIPP shall be designed as per ASTM F1216, Appendix X1. The CIPP design shall assume no bonding to the original pipe wall.

3.1.2 Long-term testing must have been performed for flexural creep of the CIPP pipe material to be installed. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (Tube and Resin) and general workmanship of the installation and curing as defined within the relevant ASTM standard. A percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. Retention values exceeding 50% of the short-term test results shall not be applied unless substantiated by qualified third party test data to the Owner's satisfaction. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in the CIPP design.

3.1.3 The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If separation of the layers occurs during field sample testing, new samples will be required to be obtained from the installed pipe. Any reoccurrence may cause rejection of the work.

3.1.4 The cured pipe material (CIPP) shall conform to the structural properties, as listed below:

Minimum CIPP Physical Properties

<u>Property</u>	<u>Test Method</u>	<u>Results</u>	
Modulus of Elasticity		ASTM D790	400,000 psi
Flexural Stress	ASTM D790	4,500 psi	

3.1.5 The required structural CIPP wall thickness shall be a minimum of 6 mm for pipe having a nominal diameter of 8” to 12” and 9 mm for pipe having a nominal diameter of 18” or based on the physical properties in paragraph 3.1.4 above or greater values if substantiated by independent lab testing and in accordance with the design equations in the Appendix X1. Design Considerations of ASTM F1216, and the following design parameters:

Design Safety Factor (typically used value)	= <u>2.0</u>
Retention Factor for Long-Term Flexural Modulus to be used in Design <i>(As determined by long-term tests described in paragraph 3.1.2 and approved by the Owner)</i>	= <u>50%</u>
Ovality (Calculated from X1.1 of ASTM F1216)	= <u>Not Less than 2%</u>
Groundwater Depth (above invert of pipe)	= <u>Same as SoilDepth</u>
Soil Depth (above crown of pipe)	= <u>Field Verify</u>
Soil Density	= <u>120 pcf</u>
Live Load	= <u>H20 Highway</u>
Design Condition	= <u>Fully Deteriorated</u>

3.1.6 Any layers of the tube that are not saturated with resin prior to insertion into the existing pipe shall not be included in the structural CIPP wall thickness computation.

3.2 Testing Requirements:

3.2.1 Chemical Resistance: The CIPP shall meet the chemical resistance requirements of ASTM F1216, Appendix X2. CIPP samples for testing shall be of tube and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical-testing requirements.

3.2.2 Hydraulic Capacity: Overall, the hydraulic cross-section shall be maintained as large as possible. The CIPP shall have a minimum of the full flow capacity of the original pipe before renovation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.

3.2.3 CIPP Field Samples: When requested by the Owner, the Contractor shall submit test results from field installations of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties

specified in paragraph 3.1.4 have been achieved in previous field applications. Samples for this project shall be made and tested as described in paragraph 4.6.1.

4. EXECUTION

4.1 Installation Responsibilities for Incidental Items:

4.1.1 Cleaning of Sewer Lines: The Owner will pre-clean the line of easily removable debris using conventional equipment. The Contractor shall remove all remaining internal debris and tree roots out of the sewer line that will interfere with the installation of CIPP. The Owner shall provide a dumpsite for all debris removed from the sewers during the cleaning operation. Unless stated otherwise, it is assumed this site will be at or near the sewage treatment facility to which the debris would have arrived in absence of the cleaning operation. Any hazardous waste material encountered during this project will be considered as a changed condition.

4.1.2 Inspection of Pipelines: Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles, and service connections using close circuit television (CCTV) inspection techniques. The pipeline interior shall be carefully inspected to determine the location of any conditions that may prevent proper installation of CIPP. These shall be noted and corrected. A DVD and suitable written log for each line section shall be produced, complete with all "live" service connections noted, for later reference by the Owner. Owner to determine status of service connections and those to be reinstated.

4.1.3 Line Obstructions: It shall be the responsibility of the Contractor to clear the line of obstructions such as solids and roots that will prevent the insertion of CIPP. If pre-installation inspection reveals an obstruction such as a protruding service connection, dropped joint, or a collapse that will prevent the installation process and cannot be removed by conventional sewer cleaning equipment, then the Owner shall make a point repair excavation to uncover and remove or repair the obstruction.

4.1.4 Renovation of Existing Manholes: Where existing manholes are to be renovated and the adjoining gravity sewer line is to be lined with CIPP as called for in the plans, the Contractor shall install CIPP prior to renovating existing manhole. CIPP installer shall leave a stub into the existing manhole to accommodate manhole renovation.

4.1.5 Bypassing Sewage: The Contractor, when required, shall provide for the flow of sewage around the section or sections of pipe designated for repair. Plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system shall make the bypass. The pump(s) and bypass line(s) shall be of adequate capacity to accommodate the sewage flow. The Owner shall require a detail of the bypass plan to be submitted.

4.1.6 The Owner will bypass sewer flows of the 18" diameter line designated for lining.

4.1.7 Public Notification: The Contractor shall make every effort to maintain sewer service usage throughout the duration of the project. In the event that a connection will be out of service, the longest period of no service shall be 8 hours. A public notification program shall be implemented, and shall as a minimum, require the Contractor to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the work to be conducted, and when the sewer will be off-line. The Contractor shall also provide the following:

4.1.7.1 Written notice to be delivered to each home or business the day prior to the beginning of work being conducted on the section, and a local telephone number of the Contractor they can call to discuss the project or any potential problems.

4.1.7.2 Personal contact with any home or business, which cannot be reconnected within the time stated in the written notice.

4.2 Installation: CIPP installation shall be in accordance with ASTM F1216, Section 7, with the following modifications:

4.2.1 Resin Impregnation: The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the potential loss of resin during installation through cracks and irregularities in the original pipe wall, as applicable.

4.2.2 Tube Insertion: The wet out tube shall be inverted into the pipeline using as defined within relevant ASTM standards previously stipulated. The tube should be inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.

4.2.3 Temperature gauges shall be placed between the tube and the host pipe's invert position to monitor the temperatures during the cure cycle.

4.2.4 Curing shall be accomplished by utilizing hot water under hydrostatic pressure or steam pressure in accordance with the manufacturer's recommended cure schedule. A cool-down process shall be conducted that complies with the resin manufacturer's specification.

4.3 Sealing Liner at Ends: Prior to the installation of the CIPP, the Contractor shall install hydrophilic waterstops to the interior circumference of the existing sewer at the inlet and outlet of each manhole, or as otherwise directed by the City. The water stop material shall be Insignia by LMK or an engineer approved equal. End seal shall be composed of neoprene rubber with a mechanical fastener composed of spring loaded retaining rings. Two (2) seats at each end. Upon completion of CIPP installation the interface between the CIPP pipeline and the adjoining manhole shall be watertight.

4.4 Reinstatement of Branch Connections: It is the intent of these specifications that branch connections to buildings be re-opened without excavation, utilizing a remotely controlled cutting device, monitored by a CCTV. The Contractor shall certify a minimum of two complete functional cutters plus key spare components are on the job site before each installation or are in the immediate area of the jobsite and can be quickly obtained. The Owner will designate to the Contractor which lateral lines are active and are to be reinstated. In the event that a “non-active” lateral line has been reinstated, it shall be the Contractor’s responsibility to cap or plug watertight with no additional cost to the Owner. No additional payment will be made for excavations for the purpose of reopening connections unless approved by the engineer prior to CIPP installation and the Contractor will be responsible for all costs and liability associated with such excavation and restoration work.

4.5 Liner Trimming: After the liner has been cured, the liner should be trimmed entering and existing the manhole, so that it is nearly flush with the end of the pipe. Also, a V-notch should be cut in the crown of the liner in the downstream manhole, so as to reduce future wear on television cables or cleaning equipment. For each inversion of 2 or more line segments using a single liner, the liner should be cut flush with the trough at the intermediate manhole(s), so that there is no ponding on the bench of the manhole(s). If additional line segments enter these intermediate manhole(s), the liner should not obstruct the flow from these lines.

4.6 Inspection:

4.6.1 CIPP samples shall be prepared for each installation designated by the Owner/Engineer or approximately 20% of the project’s installations. Pipe physical properties will be tested in accordance with ASTM F1216, Section 8, using either method proposed. The flexural properties must meet or exceed the values listed in paragraph 3.1.4 of this specification, Table 1 of ASTM F1216, or the values submitted to the Owner/Engineer by the Contractor for this project’s CIPP wall design, whichever is greater.

4.6.2 Wall thickness of samples shall be determined in a manner consistent with 8.1.2 of ASTM D5813. The minimum wall thickness at any point shall not be less than 87.5% of the specified design thickness calculated in paragraph 3.1.5 of this document.

4.6.3 CIPP installation may be inspected visually, if appropriate, or by closed-circuit television. Variations from true line and grade may be inherent because of the conditions of the original piping. No infiltration of groundwater should be observed. All service entrances should be accounted for and be unobstructed.

4.7 Clean-Up: Upon acceptance of the installation work and testing, the Contractor shall restore the project area affected by the operations to a condition at least equal to that existing prior to the work. All work necessary to restore areas damaged by construction activities shall be restored in accordance with the applicable section for such required work contained within these project specifications.

5. MEASUREMENT AND PAYMENT

5.1 CIPP installation shall be measured on a lineal foot basis from centerline to centerline of manholes. Payment shall be made at the unit price set forth in the Bid Schedule for the diameter of CIPP installed. All measurements and/or stationing shown on drawings and listed in the Bid Schedule reflect horizontal distances with no additional compensation made for vertical angle variations between stations. This price and payment shall constitute full compensation for all TV inspection, cleaning, cleaning water, debris removal and disposal, reinstatement of branch connections, CIPP, labor, materials, equipment, and incidentals required, complete and in-place.

SERVICE LATERAL CONNECTION RENOVATION02629

1. GENERAL

1.1 Description: The work of this section consists of the trenchless lateral line connection repair to the mainline utilizing a resin-impregnated flexible felt tube, installed from the mainline, and extending 18” into the service lateral.

2. MATERIALS

2.1 Trenchless Lateral Line Connection Renovation:

2.1.1 The liner tube shall be fabricated to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance shall be made for circumferential stretching during inversion.

2.1.2 The outside layer of the tube (before inversion) shall be PU or PE coated with a flexible material that clearly allows inspection of the resin impregnation (wet out) procedure. The PU or PE coating shall not be subject to delamination after curing.

2.1.3 The tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the tube that is subject to delamination in the cured CIPP. No dry or unsaturated layers shall be evident.

2.1.4 The wall color of the interior pipe surface after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment can be made.

2.1.5 The resin system shall be a 100% solids epoxy or silicate based system.

2.1.6 The minimum length of liner within the mainline shall be 16” and cover 360

degrees of the mainline pipe interior.

2.1.7 The Contractor shall take care to ensure that the liner extends into the service connection at the main creating a watertight seal with the main liner, but that no portion of the lateral liner protrudes into the main at the completion of the installation.

2.1.8 The cured-in-place service lateral to mainline connection repair liner shall be an LCR-Liner System as manufactured by EPROS, T-liner as manufactured by LMK Enterprises, Lateral Main Connection (LMC), as manufactured by Formadrain, or engineer approved equal.

2.1.9 All construction activity shall be contained within the existing sanitary sewer easement or City right-of-way. Temporary construction easements allowing work on private property have NOT been obtained.

3. EXECUTION

3.1 Trenchless Lateral Line Renovation:

3.1.1 Closed Circuit Television Inspection – Pre & Post Construction:

3.1.1.1 Before and after the renovation of the existing sewer service lateral line, the Contractor shall televise and record the condition of the lateral/main line connection.

3.1.1.2 Inspection of sewers shall be performed by experienced personnel, as certified by the manufacturer, and trained in locating breaks, obstacles, and service connections using closed circuit television (CCTV) inspection.

3.1.1.3 All costs involved with the pre and post renovation CCTV inspection/video, shall be paid for at the unit bid price for the lateral/main line connection repair.

3.1.1.4 All DVD's for this project shall be provided to the Owner. If the videos are of inferior quality or coverage, as determined by the Owner, the Contractor shall have that portion of the lateral/main line connection re-videoed at the Contractor's expense.

3.1.2 Installation: The following installation procedures shall be adhered to unless otherwise approved by the Engineer or the Resident Project Representative.

3.1.2.1 Access: The Contractor shall have access to the service lateral through the main sewer line. At no time shall the Contractor have access to private property without written permission from the property Owner.

3.1.2.2 Safety: The Installer shall carry out his operations in strict accordance

with all applicable OSHA standards. Particular attention is drawn to those safety requirements involving entering confined spaces.

3.1.2.3 Cleaning of Sewer Line: It shall be the responsibility of the Installer to remove internal debris out of the sewer line prior to lining.

3.1.2.4 Inspection of Pipelines: The interior of the pipeline shall be carefully video inspected to determine the location of any conditions which may prevent proper installation of CIP service lateral into the existing service lateral, and it shall be noted so that these conditions can be corrected. A video recording and suitable log shall be provided to the Resident Project Representative.

3.1.2.5 It is required that the service lateral be inactive during the time of installation. This is normally accomplished by requesting the homeowner relinquish using their sewer services during the required period of installation and then notifying homeowner when the work is complete.

3.1.2.6 Line Obstruction: If inspection reveals an obstruction or defect that cannot be removed by conventional sewer cleaning equipment, then the Contractor shall cease any repairs of that particular connection at the concurrence of the owner.

3.1.2.7 The main line pipe opening (lateral connection to the main) shall be prepared to accept the CIP Service Lateral/Main Line Connection Repair Liner and the reconstructed main line pipe opening shall be maximized to obtain the best possible connection.

3.1.2.8 It shall be the Contractors responsibility to install the lateral/main line connection repair liner without the use of a cleanout.

4. MEASUREMENT AND PAYMENT

4.1 Trenchless Sewer Service Lateral Line Renovation:

4.1.1 Trenchless Main Line Connection: The trenchless renovation of the existing service lateral to main line connections shall be measured as a complete in-place unit extending eighteen (18") inches into the existing service lateral as measured from the inside edge of the renovated sewer main. Payment shall be made at the unit price set forth in the Bid Schedule for the diameter of connection installed. This price and payment shall constitute full compensation for all labor, materials, tools, equipment, and incidentals required for a complete and in-place installation.

**CERTIFICATE OF COMPLIANCE
AND AFFIDAVIT**

STATE OF MISSOURI)
) ss.
COUNTY OF TANEY)

Re: Contract No. _____
Wage Determination No. 26
Between City of Branson and

(a) _____ on his oath being duly sworn states that all subcontractors have been paid and that the Contractor and all subcontractors have discharged fully all indebtedness incurred by them, or any one of them or for work and labor done, or for materials or equipment furnished or used in connection with the performance and the completion of said above stated construction project and that all claims whether to persons or property arising out of or related to any manner whatsoever to the said construction project have complied with all provisions and requirements of Sections 290.210 to .340 RSMo 1959 as amended 1969 and that all workmen performing work under this contract were paid not less than the general prevailing straight time hourly wage rates or the general prevailing hourly rates for legal holidays and overtime work as such rates were determined and certified in the Special Wage Determination made by the Industrial Commission of Missouri and attached to the said contract herein.

(b) The Contractor has complied with all terms and conditions of the contract.

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My commission expires:

PRICING PAGE

Ace Pipe Cleaning provided pricing information as specified below to provide sewer system lining improvements as specified in accordance with the terms and conditions of the contract.

CITY OF BRANSON, MISSOURI					
2019 REHABILITATION OF WASTEWATER COLLECTION SYSTEM					
LINING OF EXISTING SEWERS - CIPP					
<i>Item No.</i>	<i>Quantity</i>	<i>Unit</i>	<i>Item Description</i>	<i>Unit Price</i>	<i>Total</i>
66	1.00	LS	Mobilization (Each Purchase Order)	\$ 8,000.00	\$ 8,000.00
67	3556.00	LF	8" Diameter (6 mm Liner Thickness)	\$ 23.25	\$ 82,677.00
80	838.00	LF	18" Diameter (9.0 mm Liner Thickness)	\$ 83.00	\$ 69,554.00
TRENCHLESS LATERAL CONNECTION REPAIR (LCR)					
<i>Item No.</i>	<i>Quantity</i>	<i>Unit</i>	<i>Item Description</i>	<i>Unit Price</i>	<i>Total</i>
115	1.00	LS	Mobilization (Each Purchase Order)	\$ 2,500.00	\$ 2,500.00
116	14.00	EA	Setup Per Manhole to Manhole Segment	\$ 500.00	\$ 7,000.00
117	80.00	EA	LCR - 8" to 12" Diameter Main, 4" to 6" Diameter Lateral, 18" Long	\$ 1,300.00	\$ 104,000.00
MANHOLE REHABILITATION - 4 FOOT DIAMETER					
<i>Item No.</i>	<i>Quantity</i>	<i>Unit</i>	<i>Item Description</i>	<i>Unit Price</i>	<i>Total</i>
136	1.00	LS	Mobilization (Each Purchase Order)	\$ 1,500.00	\$ 1,500.00
141	79.00	VF	Cementitious & Epoxy	\$ 325.00	\$ 25,675.00
SUB TOTAL					\$300,906.00
PERFORMANCE AND PAYMENT (LABOR & MATERIALS) BOND					
	<i>Quantity</i>		<i>Bond Cost</i>		<i>Total</i>
329	1.00	LS	When Performance & Payment Bonds are required by the Owner, an amount equal to 1.5% of each Purchase Order shall be added to the Total Purchase Order Amount	1.50%	\$ 4,513.59
GRAND TOTAL					\$305,419.59



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL ACCEPTING THE PROPOSAL OF TECHNOLOGY INTERNATIONAL, INC. FOR THE PURCHASE OF A WASTE FEED GRINDER FOR THE COOPER CREEK WASTEWATER TREATMENT PLANT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: UTILITIES DEPARTMENT

FIRST READING: DECEMBER 10, 2019 **FINAL READING:** JANUARY 14, 2020

EXECUTIVE SUMMARY:

- Two bids were received on October 11, 2019 to replace a waste feed grinder at the City’s Cooper Creek Wastewater Treatment Plant.
- The unit is used to shred any remaining plastics and other debris contained in solids removed during the wastewater treatment process prior to the material entering equipment used for biosolids dewatering and drying.
- The existing unit has been in service since 1997. The unit has been repaired and refurbished at necessary intervals, however, additional repairs are not possible due to age and wear.

- Bids are as follows:

<u>Bidders</u>	<u>Bid</u>
Technology International, Inc.	\$15,040.00
JCI Industries, Inc.	\$22,808.00

- Staff recommends award of a contract to Technology International, Inc. in an amount not-to-exceed \$15,040.00 for a new waste feed grinder. This cost will be covered within the sewer operational budget.

FINANCIAL IMPACT:

- No impact/Not applicable
- Budgeted in the 2020 budget
- Other (see additional explanation)

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

SD

COMMUNITY PLAN 2030: E1 1.1.1

ATTACHED EXHIBITS:

BILL NO. 5763

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE PROPOSAL OF TECHNOLOGY INTERNATIONAL, INC. FOR THE PURCHASE OF A WASTE FEED GRINDER FOR THE COOPER CREEK WASTEWATER TREATMENT PLANT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson advertised for proposals to purchase a waste feed grinder for the Cooper Creek Wastewater Treatment Plant; and

WHEREAS, of the proposals which were received, Technology International, Inc. has been recommended for approval by Staff and approved by the Board of Aldermen; and

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

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

Section 1: The Board of Aldermen hereby accepts the proposal of Technology International, Inc. for the purchase of a waste feed grinder for the Cooper Creek Wastewater Treatment Plant in the amount not to exceed \$15,040.00 and authorizes the Mayor to execute the contract attached hereto as Exhibit "1".

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

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

CLL #51831 12/5/19

Chris Lebeck #51831
City Attorney

Master Contract Number: _____

PURCHASE OF COMMODITIES CONTRACT

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

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

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

The City and the Seller agree as follows:

1. **Item(s) and dates of Purchase.** The City agrees to purchase and the Seller agrees to sell the following item(s): **waste feed grinder, from a date beginning on the execution date of this contract to a date ending April 30, 2020.**
2. **Quantities to be Purchased and Purchase Price.**
 - a. The City agrees to purchase and the Seller agrees to sell the following quantities/amounts for the purchase price(s) listed: **See Exhibit B.**
 - b. The City assumes no obligations for articles or materials shipped in excess in the quantity ordered. Any unauthorized quantity is subject to the City's rejection and may be returned at the Seller's expense.
 - c. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Seller under the terms of this contract exceed the sum of **Fifteen Thousand Forty Dollars (\$15,040.00), all of which is dependent upon budget appropriations.**
3. **Delivery and Shipment.**
 - a. The Seller is responsible for the costs of shipment.
 - b. Time is of the essence with respect to each shipment.
 - c. If deliveries are not made **upon demand**, the City reserves the right to cancel this contract, purchase the commodities elsewhere, and hold the Seller liable for any re-procurement costs.
 - d. Deliveries are to be made to: **2855 Fall Creek Road, Branson, Missouri 65616.**

- 4. Invoices.** An original and three copies of the invoice shall be submitted by the Seller to the City, showing the purchase order number or contract number and containing a full description of the commodities furnished.
- 5. Inspection and Acceptance.**
- a. No goods received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect said goods.
 - b. All goods discovered to be defective (at any time) or which do not conform to any bid specifications or to any warranty of the Seller may be returned at the Seller's expense for full refund or replacement.
 - c. The City's right to return defective and/or non-conforming goods does not bar any other legal, equitable or contractual remedies the City may have against the Seller.
- 6. Warranty.**
- a. Seller expressly warrants that all articles, materials and work covered by this contract conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the City and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect.
 - b. Such warranty shall not be deemed waived either by reason of the City's acceptance of said material or goods or by payment for them.
 - c. Any implied warranties are not altered by this written contract.
 - d. Additional terms: N/A.
- 7. Patents.** Seller guarantees that the sale or use of the articles described herein will not infringe upon any U.S. or foreign patent and Seller covenants that he will, at his own expense, defend every suit which may be brought against the City, or those selling or using City's product for any alleged infringement of any patent by reason of the sale or use of such articles and Seller agrees that he will pay all costs, damages and profits recoverable in any such suit.
- 8. Bankruptcy or Insolvency.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Seller, or in the event of breach of any of the terms hereof including in the warranties of the Seller, City may cancel this contract or affirm the contract and hold Seller responsible in damages.
- 9. Compliance with Applicable Laws.** The Seller warrants it has complied with all Applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the manufacture or sale of the items covered by this contract, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended.

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

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

SELLER:

CITY OF BRANSON, MISSOURI

By: [Signature] 11-25-19
(Signature) Date

E. Edd Akers Date
Mayor

Name: MICHAEL S ROSENBERG
(Printed Name)

Title: BUSINESS AND OPERATIONS MGR

ATTEST:

Lisa K Westfall Date
City Clerk

Company Name: Technology International, Inc.

Address: 1349 S International Pkwy
Suite 2411, Lake Mary, FL 32746

Phone: 407-359-2373

APPROVED AS TO FORM:
[Signature] #51831 11/13/15
Chris Lebeck #51831 Date
City Attorney

E-Mail: tii@tii-usa.com

Tax ID: 650342335

Technology International, Inc.
1349 South International Pkwy., Suite 2411
Lake Mary, FL 32746

SCOPE OF WORK

Purpose: Technology International agrees to provide a new waste feed grinder, as specified in the following general requirements.

1. General Requirements:

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

JWC Environmental 30004T-1206 or approved equal

11 Tooth Cam Cutters

1:1 Stack Hardened Alloy Steel

Buna N Elastomers

Cork & Rubber Gaskets

3 HP TEFC Electric Motor

29:1 Reducer

06 Unibody

Spool

Unibody Base Cover Assembly

Unit shall be primed with rust inhibitor primer and painted with Forest Green oil base metal paint.

2. Price to include delivery to Branson, MO.

4. The City reserves the right to inspect the equipment prior to purchase.

PRICING PAGE

Technology International provided pricing information as specified below to provide a new waste feed grinder as specified in accordance with the terms and conditions of the contract.

Item	Description	Price
001.	Waste Feed Grinder	\$ 15,040.00 ea.

Please state brand and model offered.
Vogelsang Model# XPR136-200

Please state warranty.
Standard Manufacturer's Warranty



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL AMENDING CHAPTER 18 OF THE BRANSON MUNICIPAL CODE PERTAINING TO ELECTRICAL PROVISIONS WITHIN THE 2018 INTERNATIONAL RESIDENTIAL CODE.

INITIATED BY: PLANNING AND DEVELOPMENT DEPARTMENT

FIRST READING: DECEMBER 10, 2019 **FINAL READING:** JANUARY 14, 2020

EXECUTIVE SUMMARY:

- The International Code Council’s (ICC) 2018 Building Codes were adopted by the Board of Aldermen in September 2018 (Ord. No. 2018-0098) and became effective January 2019.
- In addition to the adoption of eight of the separate codes within the 2018 series, the City adopted local amendments to the building codes for areas needing alteration to better address the City’s regional and climatic factors.
- While electrical requirements for commercial construction are provided within the National Electric Code, they are provided within the International Residential Code for residential construction along with all of the other requirements.
- Staff is proposing to expand the local amendments for the International Residential Code, located within Branson Municipal Codes Section 18-103, to provide further explanation as to how service and feeder conductors need to be handled for residential construction and where they are to be located.
- The proposed amendments were presented to the Board of Aldermen during the November 14, 2019 Study Session for discussion.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: LU-5: Development Codes & Regulations.

ATTACHED EXHIBITS:

2
3
4 AN ORDINANCE AMENDING CHAPTER 18 OF THE BRANSON MUNICIPAL CODE
5 PERTAINING TO ELECTRICAL PROVISIONS WITHIN THE 2018 INTERNATIONAL
6 RESIDENTIAL CODE.
7

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

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

17 Section 2: That Chapter 18 - *Buildings and Building Regulations*, Article V. - *Residential Code* is
18 hereby amended to read as follows:
19
20

21 **CHAPTER 18 - BUILDINGS AND BUILDING REGULATIONS**

22 **ARTICLE V. - RESIDENTIAL CODE**

23
24
25 Sec. 18-103. - International Residential Code.
26

27 (a) *Adopted.* The International Residential Code, 2018 edition, published by the International Code
28 Council, Inc., a copy of which is on file in the office of the city clerk, is hereby adopted by the
29 city with the additions, insertions, deletions and changes, if any, prescribed herein.
30

31 (b) *Amendments.* The code adopted by subsection (a) of this section is hereby amended by
32 substituting the following sections or portions of sections for those sections or portions of
33 sections with corresponding numbers of the International Residential Code, 2018 edition, or
34 where there is no corresponding section in the code, the following sections shall be enacted as
35 additions to the code:
36

37 *Section E3406.2 Conductor Material.* Conductors used to conduct current shall be of copper
38 except as otherwise provided in chapters 34 through 43 of the IRC Part VIII - Electrical. [~~Where the~~
39 ~~conductor material is not specified, the material and the sizes given in these chapters shall apply to copper~~
40 ~~conductors. Where other materials are used, the conductor sizes shall be changed accordingly.] **For**
41 **service entrance conductors and feeder conductors, Figures E3406.1, E3406.2, E3406.3 or E3406.4**
42 **shall apply based on the applicable scenario.**
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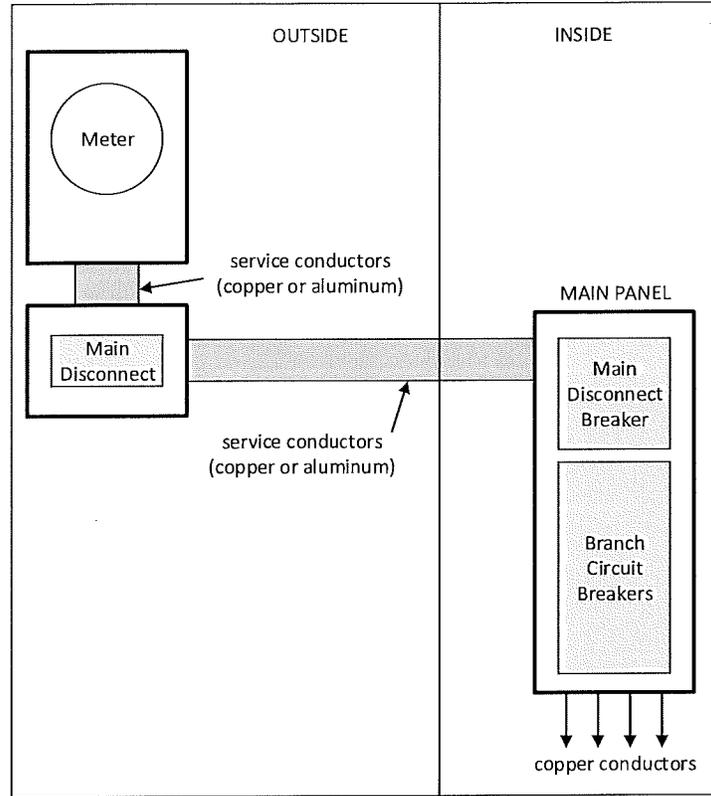


FIGURE E3406.1

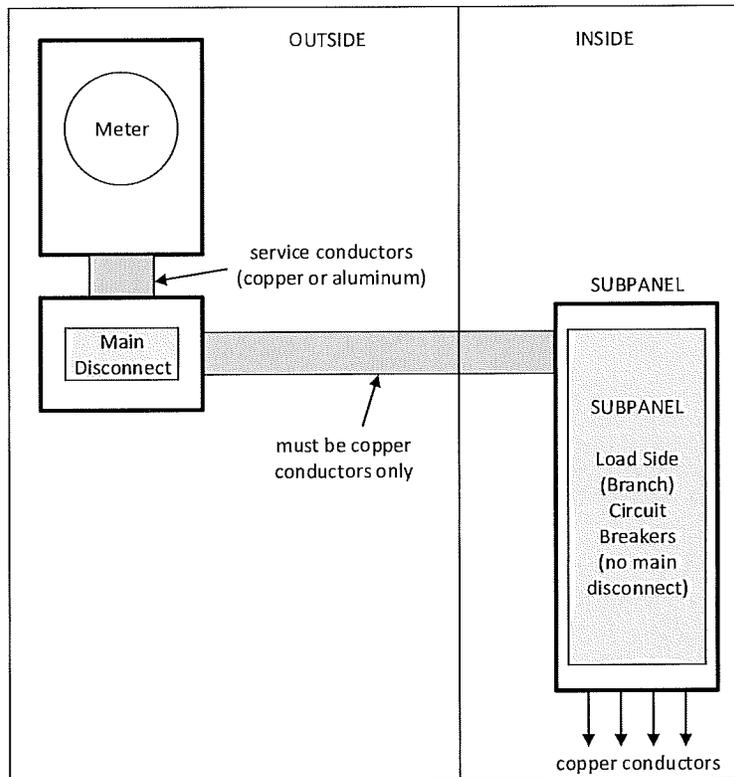


FIGURE E3406.2

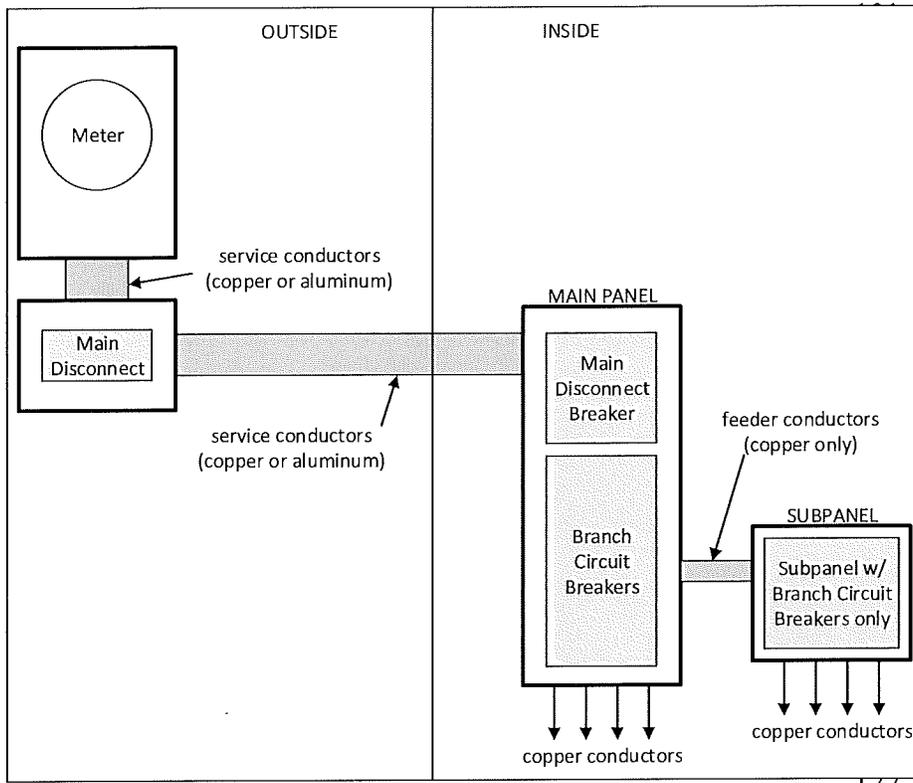


FIGURE E3406.3

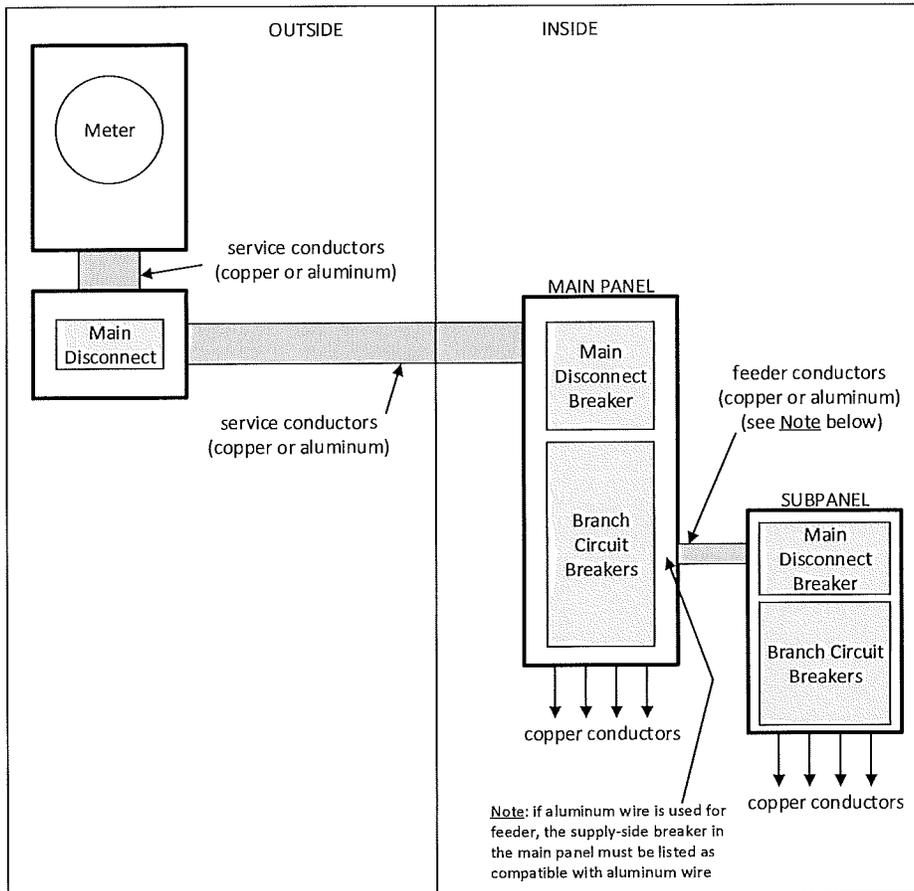


FIGURE E3406.4

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151 *Table E3705.1 Delete Aluminum and Copper-clad Aluminum conductors from table E3705.1,*
152 *AWG sizes 2/0 and smaller. Delete Aluminum Grounding Electrode conductors from Table*
153 *[E3603.1] **E3603.4**, AWG sizes 2 and smaller.*
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156 NOTE: LANGUAGE WHICH IS **BOLD, UNDERLINED** HAS BEEN ADDED; LANGUAGE
157 WHICH IS [~~BRACKETED, STRICKEN~~] HAS BEEN REMOVED.
158

159
160 Section 3: This ordinance shall be in full force and effect from and after its passage by the Board of
161 Aldermen and approval by the Mayor.
162

163 Read, this first time on this _____ day of _____, 2019.
164

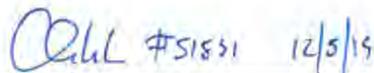
165 Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson,
166 Missouri on this _____ day of _____, 2020.
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171 E. Edd Akers
172 Mayor
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175 ATTEST:
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APPROVED AS TO FORM:
179

180 Lisa K Westfall
181 City Clerk



Chris Lebeck #51831
City Attorney



STAFF REPORT

ITEM/SUBJECT: DISCUSSION AND LEGAL OPINION ON MAYOR RECASTING ABSTENTIONS.

INITIATED BY: LEGAL DEPARTMENT

DATE: JANUARY 14, 2020

EXECUTIVE SUMMARY:

- This is a discussion and legal opinion regarding the Mayor's ability to recast abstentions in the negative. During the Board meeting on December 10th a member of the public raised the concern during public comment whether the Mayor had the legal authority to do so. A request was made by some members of the Board to seek a second legal opinion as to this authority. After discussion, Alderman Simmons suggested this be raised at the next Board meeting so that proper notice would be provided to the public.

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: GG – Good Governance

ATTACHED EXHIBITS:



THEATRE STUDY UPDATE
January 14, 2020

BUSINESS COMMUNITY ENGAGEMENT

FOCUS GROUPS

55 Participants

OPEN HOUSES

85 Community Members

SOCIAL MEDIA

16,000+ Impressions



5 IN
FIVE

Branson
MISSOURI



5 IN FIVE

BUSINESS COMMUNITY IDENTIFIED CHALLENGES

WORKFORCE DEVELOPMENT

HIGHWAY 76 REDEVELOPMENT

THEATRE INDUSTRY HEALTH

PROACTIVE GOVERNMENT

SHOULDER SEASON BUSINESS

THEATRE INDUSTRY HEALTH

BRANSON/LAKES AREA CHAMBER/CVB BOARD APPROVED STRATEGIES

2019: Secure Funding For Market Analysis

2019: Identification of New Research

2020: Hiring of Industry Consultant



BRANSON SHOW TASK FORCE

Larry Wilhite – The Mansion Theatre

Dathan Atchison – Welk Theatre

Lena Hughes – Hughes Brothers

Cynthia Carson - Sight & Sound

Timothy Haygood – The Haygoods

Sheila Dutton – The Duttons

Nick Guevel - Showboat Branson Belle

Jeannie Horton - Legends in Concert

Mike Patrick - Grand Country

BRANSON SHOW TASK FORCE

Tom Brett – A Bretts Family Christmas

Brandon Mabe – Baldknobbers

Jody Madaras – All Hands on Deck

Jeff Johnson – Shepherd of the Hills

Luke Johnson – The Johnson Strings

Randy Brashers – Little Opry Theatre

Ellen Petersen – The Petersens

Billy Yates – Hit Songwriters in the Round

THEATRE STUDY 2019 TIMELINE

MARCH: Theatre Study RFP Approval

MAY: Selection of Sound Diplomacy

SEPT: Study Launch and Data Collection

OCT: Market Visit and Focus Groups

DEC: Launch of Surveys



THEATRE INDUSTRY HEALTH

THEATRE INDUSTRY HEALTH AND NEEDS ANALYSIS

PHASE 1: Branson Analysis

PHASE 2: National Analysis

PHASE 3: Recommendations





QUESTIONS?



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL AMENDING THE ADOPTED 2019 BUDGET FOR THE CITY OF BRANSON, TO ADJUST MONIES FOR THE TOURISM AND CAPITAL PROJECTS FUNDS.

INITIATED BY: FINANCE DEPARTMENT

FIRST READING: NOVEMBER 26, 2019 **FINAL READING:** JANUARY 14, 2020

EXECUTIVE SUMMARY:

- The Public Works/Engineering Department has been communicating with utility companies for the Highway 76 Utility Undergrounding of Segment 3 from Presley’s Theater to the Branson Ferris Wheel property. The combined estimate for the reimbursement to the utility companies for the undergrounding of the utility lines in this segment of Hwy. 76 is \$1,900,000.00. A budget amendment is needed for \$1,500,000.00 for the 2019 fiscal year.
- If the Board of Aldermen elects to appropriate these funds, the fund balance in the Tourism 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

JD

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. 5732

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ADOPTED 2019 BUDGET FOR THE CITY OF BRANSON, TO ADJUST MONIES FOR THE TOURISM AND CAPITAL PROJECTS FUNDS.

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 Tourism Fund and Capital Projects Fund in the 2019 budget.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, THAT THE 2019 BUDGET FOR THE CITY OF BRANSON IS HEREBY AMENDED AS FOLLOWS:

Section 1: The following amendment is authorized to transfer funds within the 2019 budget of the Tourism Fund and Capital Projects Fund.

Tourism Fund

	<u>Increase</u>
240-1095-510-9140 EN1902 (Transfer to Capital Projects Fund)	\$1,500,000
Unreserved Fund Balance (Tourism Fund)	(\$1,500,000)

Capital Projects Fund

140-0000-499-1240 EN1902 (Transfer in from Tourism)	(\$1,500,000)
140-5010-510-9011 EN1902 (Capital Projects Fund)	\$1,500,000

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 _____, 2019.

Read, this second time, passed and truly agreed to by the Board of Aldermen of City of Branson, Missouri this _____ day of _____, 2019.

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

 # 51831 11/18/17

Chris Lebeck #51831
City Attorney

STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING AN AGREEMENT BETWEEN CENTURYLINK COMMUNICATIONS, LLC AND THE CITY OF BRANSON RELATING TO RELOCATION COSTS OF CENTURYLINK TELECOMMUNICATION FACILITIES RELATING TO THE HIGHWAY 76 COUNTRY BOULEVARD IMPROVEMENTS PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: PUBLIC WORKS/ENGINEERING DEPARTMENT

FIRST READING: OCTOBER 22, 2019 **FINAL READING:** JANUARY 14, 2020

EXECUTIVE SUMMARY:

- The Highway 76 Country Boulevard Improvements project will require all affected utility companies to relocate and/or bury the overhead utility lines. As the project moves forward, the utility companies will be incurring costs to implement the utility relocations and these companies need assurances that the city will reimburse these expenses.
- This Agreement is with CenturyLink Communications, LLC and is related to the engineering costs for the relocation of the utility lines on Highway 76 for Segment 3 from East of Rosalee Street to West of Harvey Lane (Presley's Theater to the Ferris Wheel property) in the amount of \$17,551.84.
- This item was on the November 12, 2019 Regular agenda as Final Reading. It was voted to be removed from that agenda and is now on this agenda.

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 1.6.1

ATTACHED EXHIBITS:

ITEM/SUBJECT: READING OF A BILL APPROVING AN AGREEMENT BETWEEN CENTURYLINK COMMUNICATIONS, LLC AND THE CITY OF BRANSON RELATING TO RELOCATION COSTS OF CENTURYLINK TELECOMMUNICATION FACILITIES RELATING TO THE HIGHWAY 76 COUNTRY BOULEVARD IMPROVEMENTS PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

DETAILED ANALYSIS:

A budget amendment will be presented at this meeting amending the adopted 2019 budget for the City of Branson to adjust monies for the Tourism funds in the amount of \$1,500,000. These funds will be used for the reimbursements to the utility companies for the relocation costs by the various utility companies to relocate the utility lines on this segment of Highway 76.

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN CENTURYLINK COMMUNICATIONS, LLC AND THE CITY OF BRANSON RELATING TO RELOCATION COSTS OF CENTURYLINK TELECOMMUNICATION FACILITIES RELATING TO THE HIGHWAY 76 COUNTRY BOULEVARD IMPROVEMENTS PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, Centurylink Communications, LLC will incur engineering design costs in conjunction with the burying of overhead electric lines in the vicinity of East of Rosalee Street to West of Harvey Lane; and

WHEREAS, the costs incurred are due to the Hwy. 76 Country Boulevard Improvements project; and

WHEREAS, the Board of Aldermen desires to approve the Agreement between CenturyLink Communications, LLC relating to engineering design costs of undergrounding of CenturyLink Communications, LLC telecommunication facilities in the vicinity East of Rosalee Street to West of Harvey Lane.

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

Section 1: The Board of Aldermen hereby authorizes the Mayor to execute the Agreement with CenturyLink Communications, LLC in the amount of \$17,551.84 pertaining to the engineering design costs incurred as part of the undergrounding of the utilities East of Rosalee Street to West of Harvey Lane in the form attached as Exhibit "A".

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

Read, this first time on this ____ day of _____, 2019.

Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this ____ day of _____, 2019.

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

CELL #51831 10/17/19

Chris Lebeck #51831
City Attorney



Via Email Delivery. This Agreement supersedes previously dated Agreements regarding relocation of the Facilities.

7/8/2019

Keith A. Francis, P.E.
 City of Branson
 616 W Pacific St
 Branson, MO 65616
 kfrancis@bransonmo.gov

Re: Relocation of CenturyLink Telecommunications Facilities – Hwy 76 from East of Rosalee St to West of Lane Branson, MO (“Address”)

Dear Keith A. Francis, P.E.,

City of Branson (the “Requestor”) has contacted the below referenced affiliate(s) of CenturyLink, Inc. regarding relocation, protection and/or adjustment of CenturyLink’s telecommunications facilities, including those facilities as set forth in Exhibit A, (the “Facilities”), located in the vicinity of Hwy 76 from East of Rosalee St to West of Lane, City of Branson, Taney, Missouri, for the benefit of a site development project.

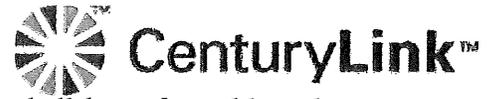
The current location of the Facilities is set forth in the description attached hereto as Exhibit A. To avoid all identified conflicts between the Facilities and the Requestor’s project, CenturyLink will adjust, protect and/or relocate its Facilities as further described in Exhibit B, subject to the following terms and conditions:

- (1) The government or private entity owning or otherwise controlling the underlying property whereupon the Facilities are located or are to be relocated, if so required, first grant to CenturyLink the complete authority to perform the work described in Exhibit B.
- (2) CenturyLink will coordinate and perform all relocation work (the “Work”) described in Exhibit B. CenturyLink will use reasonable efforts to perform all Work from within the area where the Facilities are located or are to be relocated, however, where CenturyLink is required to perform the Work from a third party's property, CenturyLink will endeavor to do so, at Requestor’s sole cost and expense. In addition, Requestor shall obtain any necessary permission for CenturyLink to perform the Work. CenturyLink will use reasonable efforts to minimize the impact of such Work.
- (3) Requestor will first provide CenturyLink with a check in the amount of **\$17,551.84** prior to the relocation Work beginning for the estimated cost of the Work as set forth in Exhibit C. The check should be made out to CenturyLink Communications, LLC and sent to the address listed in Exhibit C below.
- (4) **UPON COMPLETION, REQUESTOR ACCEPTS THE WORK "AS IS." CENTURYLINK MAKES NO WARRANTIES OR**



REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, WITH RESPECT TO THE WORK OR AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

- (5) In the event that circumstances arise that cause the cost and expense of performing the Work to exceed the estimate, CenturyLink will make an adjustment to the estimate. Requestor will pay such additional amounts within thirty (30) days of written notice from CenturyLink. A failure to pay such amount shall cause same to bear interest from the due date until payment is received at a rate of one and one half percent (1 1/2%) per month, compounded annually.
- (6) Requestor will indemnify and defend CenturyLink, its affiliates, employees, invitees, contractors, subcontractors, agents, representatives and servants from and against any loss, cost, damage, and expense of whatever kind, including, but not limited to, the cost of obtaining any authorizations required to relocate the Facilities (collectively "Claims"), arising directly or indirectly from (a) the Work, (b) the use or occupancy of the New Facility Location, or (c) Requestor's failure to perform under this Agreement. This indemnification will be limited to such claims or damages that arise from the sole or partial negligence, actions, or inaction of the Requestor or Requestor's affiliates, employees, invitees, contractors, subcontractors, agents, representatives, and servants. Such Claims shall include attorneys' fees and court costs. The provisions of this paragraph (6) shall survive the performance of the Work and any termination of this Agreement.
- (7) Each party shall obtain and maintain during the course of the Work, the following insurance: (a) Commercial General Liability (for bodily injury) with combined single limit of not less than \$5,000,000.00 each occurrence or its equivalent; (b) Worker's Compensation in amounts required by applicable law and Employer's Liability with a limit of at least \$1,000,000.00 each accident; and (c) Automobile Liability including coverage for owned/leased, non-owned or hired automobiles with combined single limit of not less than \$1,000,000.00 each accident.
- (8) The execution of this Agreement by the parties' representatives and their performance hereunder (a) has been duly authorized by requisite action, (b) will not require any additional approval on the part of the parties, and (c) will not violate any provision of law, any regulation or any contract or other obligation.
- (9) This Agreement constitutes the complete legal, valid, and binding obligation of the parties hereto with regard to the Work and relocation of the Facilities and is enforceable against the parties in accordance with the terms hereof. Except to the extent herein provided, no amendment, supplement,



modification, or termination of this Agreement shall be enforceable unless executed in writing by both parties.

- (10) If any part of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, the court shall interpret the terms hereof to give the greatest effect to the parties' intentions in entering into this Agreement.
- (11) This Agreement shall be construed under the laws of the State in which the Facilities are located.
- (12) This Agreement shall become effective on the date signed by Requestor.

Please acknowledge your acceptance of the foregoing terms and conditions by signing this Agreement and delivering a check in the amount set forth above to the undersigned. CenturyLink will countersign this Agreement and thereafter work with underlying property owner or governing locality to coordinate a construction start date and the times for performing the Work.

Sincerely,

Derek Broeker
 RELO PM
 Dept: Relocations
 1025 Eldorado Blvd.
 Broomfield, CO 80021-8254
 Derek.broeker@centurylink.com

APPROVED AND AGREED TO:
 CenturyLink Communications, LLC

APPROVED AND AGREED TO:
 City of Branson

Name: Jason Johns
 Signature: [Handwritten Signature]
 Title: ISA MANAGER Relocations
 Date: 8/8/15

 E. Edd Akers, Mayor
 Date: _____

ATTEST:

 Lisa K Westfall, City Clerk

APPROVED AS TO FORM:
[Handwritten Signature] #51831 8/5/15
 Chris Lebeck #51831, City Attorney

Exhibit A

(Current Location of Facilities in ROW)

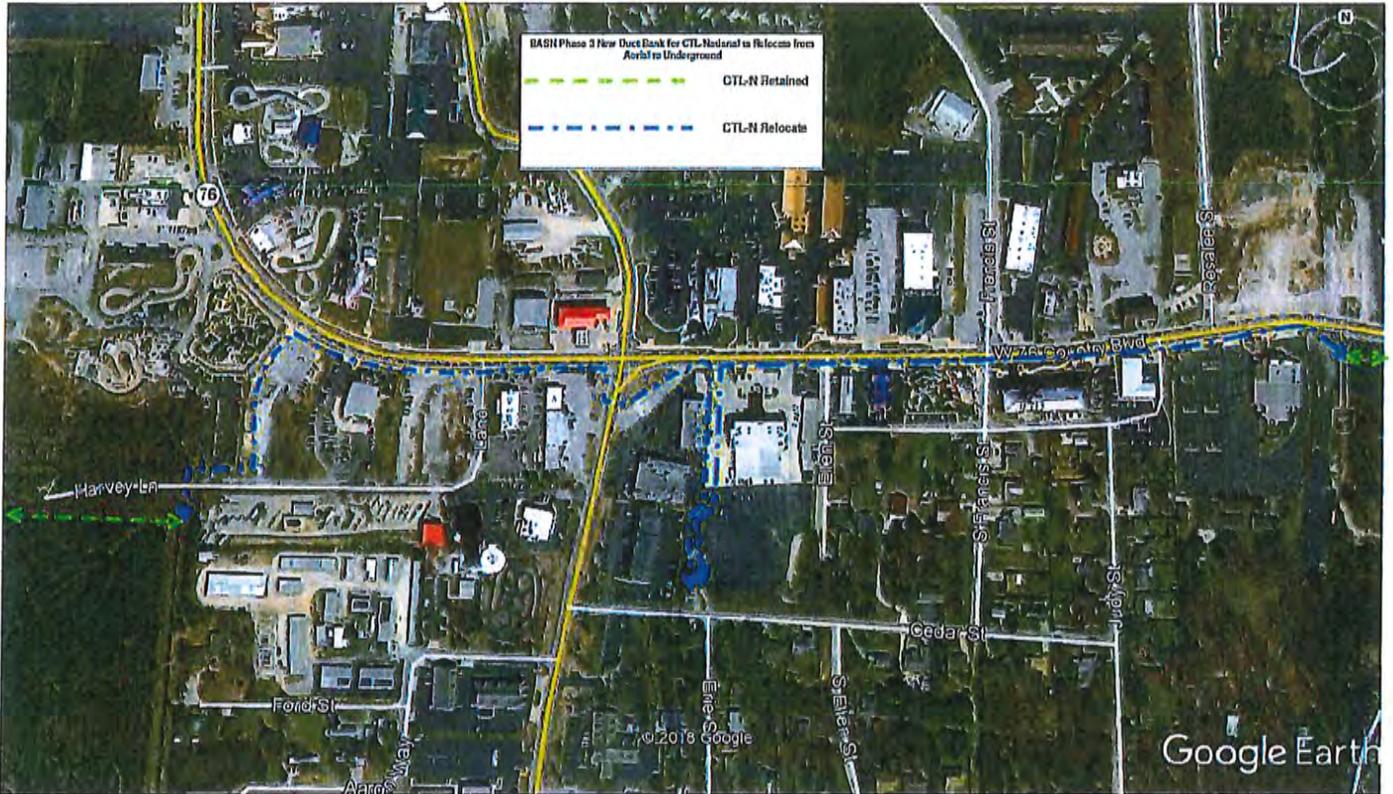


Exhibit B

Plan for protection, adjustment or relocation of facilities to be determined once CenturyLink engineering is complete.

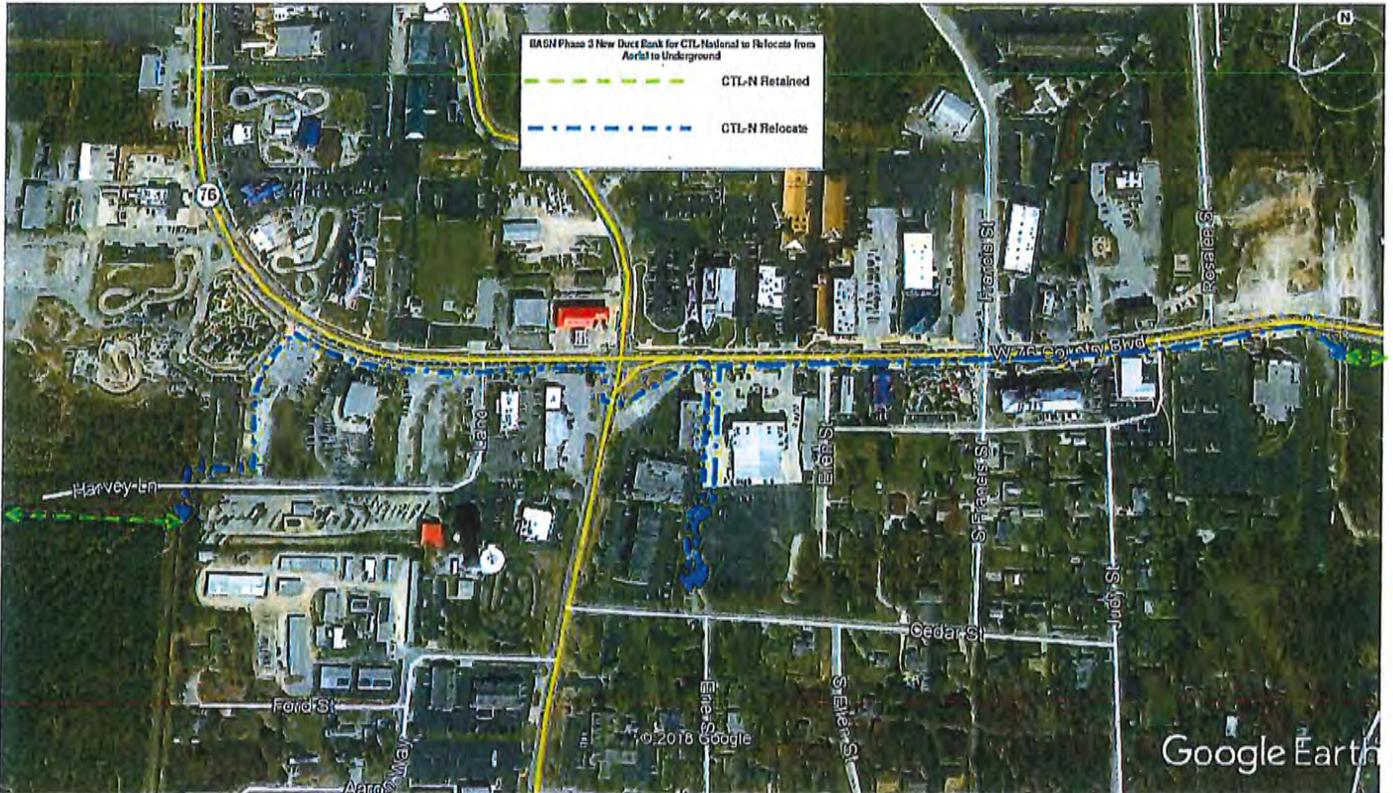


Exhibit C

(Cost Breakdown and Remittance Information)

 CenturyLink®		Relocation Project Cost Estimate - URA
Relocation Project Tracking #:	151234	
FW Project Name:	RELO GL 151234 MO: 76 Corridor (Branson, MO)	
Customer Name:	City of Branson	
Internal Project Code	N.575363.C.28	
GL Code:	82422200	
Construction Netbuild #:	N515113	
Legacy Network Builder:	CenturyLink Communications LLC	
RELO PM Contact Info:	Derek Broeker, 636-887-4747	
Invoice Number:	To Be Determined	
Customer Number:		
Description	Cost	
Outside Plant Construction / Materials	\$0.00	
Engineering / Inspection	\$13,460.00	
Fiber Optic Cable Purchased	\$0.00	
Fiber Optic Testing / Splicing	\$0.00	
Special Permits / RR / Traffic Control		
Subtotal:	\$13,460.00	
Internal Cost Percentage	30.40%	
CenturyLink Internal G&A Cost	\$4,091.84	
Total payment due:	\$17,551.84	

General instructions for requestor:

1. Agreement must be scanned back in color to RELO PM – via email for counter execution.
2. Please do not mail agreement as I am remote, and this may delay your project timeline in final execution.
3. Either the CenturyLink or Level 3, W-9 is included as page 2 of the invoice for your Accounts Payable team use and check payable info.
4. Please scan/email a copy of your check to derek.broeker@centurylink.com RELO PM, before mailing.
5. Please remit copy of this invoice with your payment. Place both into a UPS letter envelope, affix provided prepaid label and drop at any UPS collection site.

Remit copy of invoice with payment via prepaid UPS return service label to:

CenturyLink Communications
 Attn: Ashley Tran; 4000-41C-301 / RELO
 1025 Eldorado Blvd.
 Broomfield, CO 80021



Via Email Delivery. This Agreement supersedes previously dated Agreements regarding relocation of the Facilities.

7/8/2019

Keith A. Francis, P.E.
 City of Branson
 616 W Pacific St
 Branson, MO 65616
 kfrancis@bransonmo.gov

Re: Relocation of CenturyLink Telecommunications Facilities – Hwy 76 from East of Rosalee St to West of Lane Branson, MO ("Address")

Dear Keith A. Francis, P.E.,

City of Branson (the "Requestor") has contacted the below referenced affiliate(s) of CenturyLink, Inc. regarding relocation, protection and/or adjustment of CenturyLink's telecommunications facilities, including those facilities as set forth in Exhibit A, (the "Facilities"), located in the vicinity of Hwy 76 from East of Rosalee St to West of Lane, City of Branson, Taney, Missouri, for the benefit of a site development project.

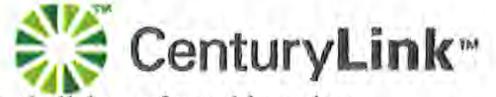
The current location of the Facilities is set forth in the description attached hereto as Exhibit A. To avoid all identified conflicts between the Facilities and the Requestor's project, CenturyLink will adjust, protect and/or relocate its Facilities as further described in Exhibit B, subject to the following terms and conditions:

- (1) The government or private entity owning or otherwise controlling the underlying property whereupon the Facilities are located or are to be relocated, if so required, first grant to CenturyLink the complete authority to perform the work described in Exhibit B.
- (2) CenturyLink will coordinate and perform all relocation work (the "Work") described in Exhibit B. CenturyLink will use reasonable efforts to perform all Work from within the area where the Facilities are located or are to be relocated, however, where CenturyLink is required to perform the Work from a third party's property, CenturyLink will endeavor to do so, at Requestor's sole cost and expense. In addition, Requestor shall obtain any necessary permission for CenturyLink to perform the Work. CenturyLink will use reasonable efforts to minimize the impact of such Work.
- (3) Requestor will first provide CenturyLink with a check in the amount of **\$17,551.84** prior to the relocation Work beginning for the estimated cost of the Work as set forth in Exhibit C. The check should be made out to CenturyLink Communications, LLC and sent to the address listed in Exhibit C below.
- (4) **UPON COMPLETION, REQUESTOR ACCEPTS THE WORK "AS IS." CENTURYLINK MAKES NO WARRANTIES OR**



REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, WITH RESPECT TO THE WORK OR AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

- (5) In the event that circumstances arise that cause the cost and expense of performing the Work to exceed the estimate, CenturyLink will make an adjustment to the estimate. Requestor will pay such additional amounts within thirty (30) days of written notice from CenturyLink. A failure to pay such amount shall cause same to bear interest from the due date until payment is received at a rate of one and one half percent (1 1/2%) per month, compounded annually.
- (6) Requestor will indemnify and defend CenturyLink, its affiliates, employees, invitees, contractors, subcontractors, agents, representatives and servants from and against any loss, cost, damage, and expense of whatever kind, including, but not limited to, the cost of obtaining any authorizations required to relocate the Facilities (collectively "Claims"), arising directly or indirectly from (a) the Work, (b) the use or occupancy of the New Facility Location, or (c) Requestor's failure to perform under this Agreement. This indemnification will be limited to such claims or damages that arise from the sole or partial negligence, actions, or inaction of the Requestor or Requestor's affiliates, employees, invitees, contractors, subcontractors, agents, representatives, and servants. Such Claims shall include attorneys' fees and court costs. The provisions of this paragraph (6) shall survive the performance of the Work and any termination of this Agreement.
- (7) Each party shall obtain and maintain during the course of the Work, the following insurance: (a) Commercial General Liability (for bodily injury) with combined single limit of not less than \$5,000,000.00 each occurrence or its equivalent; (b) Worker's Compensation in amounts required by applicable law and Employer's Liability with a limit of at least \$1,000,000.00 each accident; and (c) Automobile Liability including coverage for owned/leased, non-owned or hired automobiles with combined single limit of not less than \$1,000,000.00 each accident.
- (8) The execution of this Agreement by the parties' representatives and their performance hereunder (a) has been duly authorized by requisite action, (b) will not require any additional approval on the part of the parties, and (c) will not violate any provision of law, any regulation or any contract or other obligation.
- (9) This Agreement constitutes the complete legal, valid, and binding obligation of the parties hereto with regard to the Work and relocation of the Facilities and is enforceable against the parties in accordance with the terms hereof. Except to the extent herein provided, no amendment, supplement,



modification, or termination of this Agreement shall be enforceable unless executed in writing by both parties.

- (10) If any part of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, the court shall interpret the terms hereof to give the greatest effect to the parties' intentions in entering into this Agreement.
- (11) This Agreement shall be construed under the laws of the State in which the Facilities are located.
- (12) This Agreement shall become effective on the date signed by Requestor.

Please acknowledge your acceptance of the foregoing terms and conditions by signing this Agreement and delivering a check in the amount set forth above to the undersigned. CenturyLink will countersign this Agreement and thereafter work with underlying property owner or governing locality to coordinate a construction start date and the times for performing the Work.

Sincerely,

Derek Broeker
 RELO PM
 Dept: Relocations
 1025 Eldorado Blvd.
 Broomfield, CO 80021-8254
 Derek.broeker@centurylink.com

APPROVED AND AGREED TO:
 CenturyLink Communications, LLC

APPROVED AND AGREED TO:
 City of Branson

Name: Jason Johns
 Signature: [Handwritten Signature]
 Title: Sr Manager Relocations
 Date: 8/8/15

 E. Edd Akers, Mayor
 Date: _____

ATTEST:

 Lisa K Westfall, City Clerk

APPROVED AS TO FORM:
[Handwritten Signature] #51831 8/5/15
 Chris Lebeck #51831, City Attorney

Exhibit A

(Current Location of Facilities in ROW)



Exhibit B

Plan for protection, adjustment or relocation of facilities to be determined once CenturyLink engineering is complete.

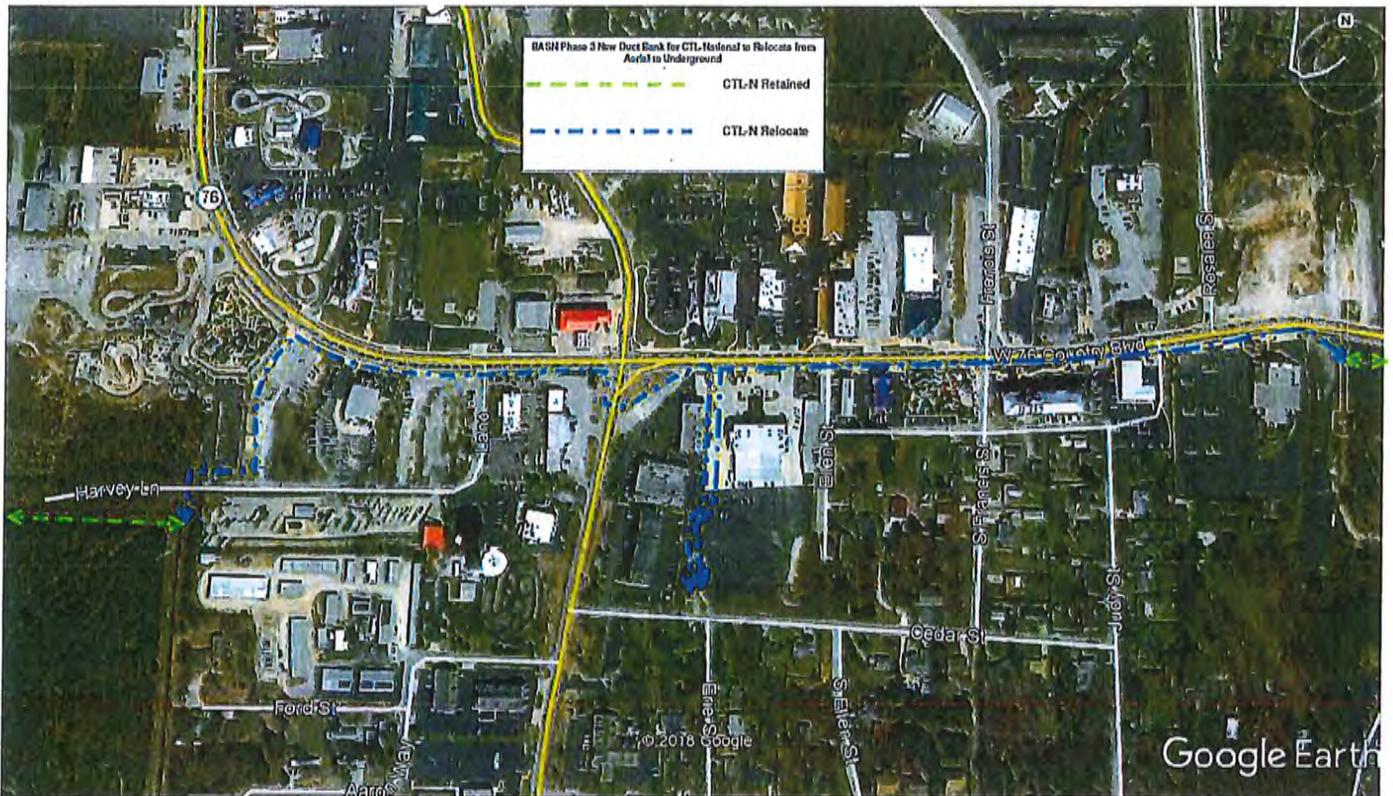


Exhibit C

(Cost Breakdown and Remittance Information)

 CenturyLink®		Relocation Project Cost Estimate - URA
Relocation Project Tracking #:	151234	
FW Project Name:	RELO GL 151234 MO: 76 Corridor (Branson, MO)	
Customer Name:	City of Branson	
Internal Project Code	N.575363.C.28	
GL Code:	82422200	
Construction Netbuild #:	N515113	
Legacy Network Builder:	CenturyLink Communications LLC	
RELO PM Contact Info:	Derek Broeker; 636-887-4747	
Invoice Number:	To Be Determined	
Customer Number:		
Description	Cost	
Outside Plant Construction / Materials	\$0.00	
Engineering / Inspection	\$13,460.00	
Fiber Optic Cable Purchased	\$0.00	
Fiber Optic Testing / Splicing	\$0.00	
Special Permits / RR / Traffic Control		
Subtotal:	\$13,460.00	
Internal Cost Percentage	30.40%	
CenturyLink Internal G&A Cost	\$4,091.84	
Total payment due:	\$17,551.84	

General instructions for requestor:

1. Agreement must be scanned back in color to RELO PM – via email for counter execution.
2. Please do not mail agreement as I am remote, and this may delay your project timeline in final execution.
3. Either the CenturyLink or Level 3, W-9 is included as page 2 of the invoice for your Accounts Payable team use and check payable info.
4. Please scan/email a copy of your check to derek.broeker@centurylink.com RELO PM, before mailing.
5. Please remit copy of this invoice with your payment. Place both into a UPS letter envelope, affix provided prepaid label and drop at any UPS collection site.

Remit copy of invoice with payment via prepaid UPS return service label to:

CenturyLink Communications
 Attn: Ashley Tran; 4000-41C-301 / RELO
 1025 Eldorado Blvd.
 Broomfield, CO 80021

STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING A SPECIAL CONSTRUCTION PROPOSAL BETWEEN CENTURYLINK AND THE CITY OF BRANSON RELATING TO ENGINEERING DESIGN COSTS OF CENTURYLINK RELATING TO THE HIGHWAY 76 COUNTRY BOULEVARD IMPROVEMENTS PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: PUBLIC WORKS/ENGINEERING DEPARTMENT

FIRST READING: OCTOBER 22, 2019

FINAL READING: JANUARY 14, 2020

EXECUTIVE SUMMARY:

- The Highway 76 Country Boulevard Improvements project will require all affected utility companies to relocate and/or bury the overhead utility lines. As the project moves forward, the utility companies will be incurring costs to implement the utility relocations and these companies need assurances that the City will reimburse these expenses.
- This Special Construction Proposal Job #N.578208 is with CenturyLink and is related to the engineering design costs for the relocation of the undergrounding of utilities (CenturyLink facilities) near the junction of Hwy. 165 and Hwy. 76 running approximately from Presley's Theater to the Branson Ferris Wheel in the amount of \$10,807.00.
- This item was on the November 12, 2019 Regular agenda as Final Reading. It was voted to be removed from that agenda and is now on this agenda.

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: EI 1.6.1

ATTACHED EXHIBITS:

ITEM/SUBJECT: READING OF A BILL APPROVING A SPECIAL CONSTRUCTION PROPOSAL BETWEEN CENTURYLINK AND THE CITY OF BRANSON RELATING TO ENGINEERING DESIGN COSTS OF CENTURYLINK RELATING TO THE HIGHWAY 76 COUNTRY BOULEVARD IMPROVEMENTS PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

DETAILED ANALYSIS:

A budget amendment will be presented at this meeting amending the adopted 2019 budget for the City of Branson to adjust monies for the Tourism funds in the amount of \$1,500,000. These funds will be used for the reimbursements to the utility companies for the relocation costs by the various utility companies to relocate the utility lines on this segment of Highway 76.

BILL NO. 5677

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SPECIAL CONSTRUCTION PROPOSAL BETWEEN CENTURYLINK AND THE CITY OF BRANSON RELATING TO ENGINEERING DESIGN COSTS OF CENTURYLINK RELATING TO THE HIGHWAY 76 COUNTRY BOULEVARD IMPROVEMENTS PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, CenturyLink will incur engineering design costs in conjunction with the burying of overhead electric lines near the junction of Hwy. 165 and Hwy. 76 from Presley's Theater to the Branson Ferris Wheel property; and

WHEREAS, the costs incurred are due to the Hwy. 76 Country Boulevard Improvements project; and

WHEREAS, the Board of Aldermen desires to approve the Special Construction Proposal Job #N.578208 between CenturyLink relating to engineering design costs of undergrounding of CenturyLink facilities near the junction of Hwy. 165 and Hwy. 76.

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

Section 1: The Board of Aldermen hereby authorizes the Mayor to execute the Special Construction Proposal Job #N.578208 with CenturyLink in the amount of \$10,807.00 pertaining to the engineering design costs incurred as part of the undergrounding of the utilities near the junction of Hwy. 165 and Hwy. 76 from Presley's Theater to the Branson Ferris Wheel property in the form attached as Exhibit "A".

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

Read, this first time on this _____ day of _____, 2019.

Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this _____ day of _____, 2019.

E. Edd Akers
Mayor

APPROVED AS TO FORM:

CALL #51831 10/17/19

Chris Lebeck #51831
City Attorney

ATTEST:

Lisa K Westfall
City Clerk



Contract No No _____

Job Authorization No: N578208

CTL Affiliate: CenturyTel of SW. Missouri

Special Construction Proposal

Exhibit A

Date: 8/3/2019

Billing Address: _____ Work Location: _____

Customer: City of Branson _____ West Highway 76 _____

Attention: Roger Clark _____ County TANEY _____

110 West Maddux St Suite 310 _____ BRANSON, MO _____

Branson, MO 65616

This Special Construction Proposal ("Proposal") is governed by the terms and conditions set forth herein as well as any applicable state or federal tariffs and/or rates and services schedules on file with the applicable regulatory authorities. Description and/or specifications of work, along with the bill amount, of work to be performed by an operating affiliate of CenturyLink, Inc. ("CenturyLink") under this Proposal ("Work") is as follows:

This is for the engineering costs only, for the design of the Hwy 76 Undergrounding Phase 1A, undergrounding of utilities (Centurylink facilities) near the junction of Hwy 165 and Hwy 76. Running approximately from Presley's theater to the Branson Ferris Wheel. Killion Communications is the vendor. When complete, Centurylink job # N.578208 will provide an estimate for the relocation costs.

Advance Payment (required before work begins): \$10,807.00

Total Charges: Ten Thousand Eight Hundred Seven Dollars and 00/100

This Proposal may be withdrawn by CenturyLink if not accepted by the Customer within 30 days. Upon execution by both parties, this Proposal and the terms and conditions of any applicable tariffs and/or rates and services schedules on file with the applicable regulatory authorities shall constitute a binding agreement upon the parties. In no event will the terms and conditions of a other document, including but not limited to a purchase order, be construed to in any way govern the Work or otherwise bind the parties to this Proposal. The parties acknowledge and agree that the terms and conditions set forth in this Proposal and the applicable tariffs and/or applicable rates and services schedules shall be the only controlling terms and conditions binding the parties for the Work and that commencement of Work by CenturyLink is conditioned upon agreement in writing to these terms.

For the Work performed hereunder, Customer will be responsible for the above charges only, unless (i) the above-stated amount is expressed as an estimate; (ii) otherwise stated above; or (iii) a change order is signed by both parties. All charges shall be paid prior to commencement of the Work ("Advance Payment") unless an alternative payment method is set forth above. All past due undisputed accounts will be assessed a late fee at 14% APR. Where applicable, and notwithstanding the foregoing, Customer shall also be responsible for foreign, federal, state and local taxes assessed in connection with the Work, including, without limitation, all use, sales, value added, surcharges, excise, franchises, commercial, gross receipts, license, privilege or other similar charges, whether charged to or against CenturyLink or Customer, but excluding a ny taxes based on CenturyLink's net income.

*Note If applicable, the Work proposed here is separate from any work that may be performed pursuant to any other order or agreement, including but not limited to a Pre-Service Request for cell site provisioning.

For Governmental Customers only, CenturyLink will submit an invoice of charges upon completion of the Work, payable within forty five (45) days of receipt. Past due undisputed amounts will be assessed a late fee of 14% APR or such lesser amount if required under applicable state and/or federal law.

CenturyLink
 Authorized Signature: Devin Kilgore
 Name Printed/Typed: Devin Kilgore
 Title: SL Manager CNT
 Date: 8-15-19

Customer
 Authorized Signature: _____
 Name Printed/Typed: E. Edd Akers
 Title: Mayor
 Date: _____

APPROVED AS TO FORM:

[Signature] #5181 8/15/19



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL AMENDING APPENDIX A OF THE BRANSON MUNICIPAL CODE PERTAINING TO LODGING ESTABLISHMENT, SWIMMING POOLS AND SPAS, AND HEALTH AND SANITATION FEES.

INITIATED BY: FINANCE DEPARTMENT

FIRST READING: JANUARY 14, 2020

FINAL READING: JANUARY 28, 2020

EXECUTIVE SUMMARY:

- The Budget and Finance Committee approved a three-year phase-in of increased fees for health inspections for food establishments, pools and spas, body art and massage establishments, and lodging establishments on November 30, 2017.
- On October 31, 2019, the Budget and Finance Committee approved the third year of the phase-in. Attached as Exhibit “A” are the documents presented to the Budget and Finance Committee by the Taney County Health Department (TCHD).
- The fees assist the TCHD in maintaining the City’s inspection standards, safeguarding the public health of visitors and residents.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

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

ATTACHED EXHIBITS: Exhibit “A”

EXHIBIT A

MEMORANDUM

TO: Budget & Finance Committee
FROM: Lisa Marshall, Taney County Health Department Director
DATE: October 31, 2019
SUBJECTS: Appendix A – Fee Schedule (Chapter 46)

The Taney County Health Department reviewed fees in 2017 associated with the types of businesses inspected. A three-year phase in plan was presented to the City of Branson in 2017 with the first phase implemented in 2018. To more accurately reflect their cost of providing the associated services, the Taney County Health Department recommends the implementation of the third year of the three-year phase in.

Following the same process used to review other City fees found in Appendix A of the Branson Municipal Code, staff is proposing amendments to the following fees which are collected by the Taney County Health Department:

- **Food Establishment Fee (amend current fee)**
- **Pool and Spa Fee (amend current fee)**
- **Body Art and Massage Establishment Fee (amend current fee)**
- **Lodging Establishment Fee (amend current fee)**

The breakdown and calculations for these fees can be found within Exhibit A which has been attached for reference. An explanation of each column within the calculations is as follows:

- **Inspection Time (Avg)** - Category average inspection time, includes drive time to inspection.
- **Processing Time (Avg)** - Time inspector and administrative assistant spends on facility before it opens and throughout the year.
- **Consulting/Education/Training (Avg)** - Continuous consulting/education/training that is provided to the facility.
- **Number of Inspections** - Inspection frequency per permit year.
- **Total Average Hours** - Total of Inspection Time, Consulting/Education/Training, and Number of Inspections columns.
- **Average Gross Hourly Wage** - Average inspector hourly wage.
- **Benefits Per Hour** - Average benefits per inspector per hour.
- **Wage and Benefits Total** - Total of the Average Gross Hourly Wage and Benefits columns.
- **Admin Cost** - Hourly average wage for administrative assistant.
- **Total** - Total wages, benefits and admin cost per inspection.
- **City Cost** - What it would cost the City of Branson for each inspection type.
- **2017 Fee** - 2017 Fee for each category.
- **1st Year- 2018 30% Proposed Fee** – 2018 fees for each category
- **2nd Year- 2019 30% Proposed Fee** - Current fees for each category
- **3rd Year Total additional 40% proposed fee** – Fee request for 2020
- **Percent of Total City Cost**- Percentage of city cost recovered by fees based on 2017 cost analysis

Staff will be available during the meeting to answer questions and provide additional information as necessary.

EXHIBIT A

Food Establishment Fees Environmental Health Services	Inspection Time (Avg)	Processing Time (Avg)	Consulting/ Education/ Training (Avg)	Number of Inspections	Total Avg Hrs	Avg. Gross Hrlly. Wage	Benefit/hr	Wage and Benefits Total	Admin Cost	Total	City Cost	2017 Fee	1st Year-2018 30% proposed fee	2nd Year-2019 30% proposed fee	3rd Year-2020 total additional 40% proposed fee	% of Total City Cost over 3 years
Low Food	1.32	1	1	1	3.32	24	10	34	17	51	169.32	100	115	130	150	88%
Med Food	1.58	1.5	1.5	2	6.16	24	10	34	17	51	314.16	250	265	280	300	95.50%
High Food	2.25	2	2	3	10.75	24	10	34	17	51	548.25	400	430	460	500	91%
Food Revisit	1	1	1	1	3	24	10	34	17	51	153	100	112	125	140	92%
Food Complaint	0.85	1	1	1	2.85	24	10	34	17	51	145.35	100	110.5	125	135	92%
Food New Construction	3	2.5	3	1	8.5	24	10	34	17	51	433.5	350	365	380	400	92%
Food Pre-Open Existing	2	1.5	1.5	1	5	24	10	34	17	51	255	200	207.5	215	225	88%

Pool and Spa Fees Environmental Health Services	Inspection Time (Avg)	Processing Time (Avg)	Consulting/ Education/ Training (Avg)	Number of Inspections	Total Avg Hrs	Avg. Gross Hrlly. Wage	Benefit/hr	Wage and Benefits Total	Admin Cost	Total	City Cost	Current Fee	1st Year 30% proposed fee	2nd Year additional 30% proposed fee	3rd Year total additional 40% proposed fee	% of Total City Cost over 3 years
Annual Outdoor Pool & Spa	0.94	1	1.5	2	4.38	24	10	34	17	51	223.38	150	165	180	200	90%
Annual Indoor Pool & Spa	0.82	1.5	1.5	3	5.46	24	10	34	17	51	278.46	200	215	230	250	90%
POOL NEW CONSTRUCTION	1.5	3	3	1	7.5	24	10	34	17	51	382.5	350	350	350	350	91%
POOL EXISTING	1	1	1	1	3	24	10	34	17	51	153	125	132.5	140	150	98%
SPA NEW CONSTRUCTION	1	1	1	1	3	24	10	34	17	51	153	75	94.5	114	140	91%
SPA EXISTING	1	1	1	1	3	24	10	34	17	51	153	75	94.5	114	140	91%
Pool/Spa Revisit	1	1	1	1	3	24	10	34	17	51	153	100	115	130	150	98%

Lodging Fees Environmental Health Service	Inspection Time (Avg)	Processing Time (Avg)	Consulting/ Education/ Training (Avg)	Number of Inspections	Total Avg Hrs	Avg. Gross Hrlly. Wage	Benefit/hr	Wage and Benefits Total	Admin Cost	Total	City Cost	Current fee	1st Year 30% proposed fee	2nd Year additional 30% proposed fee	3rd Year total additional 40% proposed fee	% of Total City Cost over 3 years
Annual Lodging Permit (<50 rooms)	4.56	1.5	1	1	7.06	24	10	34	17	51	360.06	0	105	210	350	97%
Annual Lodging Permit (51-200 rooms)	4.56	2	1.5	1	8.06	24	10	34	17	51	411.06	0	120	240	400	97%
Annual Lodging Permit (201+)	4.56	2.5	2	1	9.06	24	10	34	17	51	462.06	0	135	270	450	97%
Lodging Pre-Open (New Construction or 18 months or more)	3.5	2	2	1	7.5	24	10	34	17	51	382.5	0	105	210	350	91%
Lodging Pre-Open (Less than 18 months)	3	2	1	1	6	24	10	34	17	51	306	0	82.5	165	275	90%
Lodging Complaint	2	1	1	1	4	24	10	34	17	51	204	0	52.5	105	175	86%
Lodging Revisit	2	1	1	1	4	24	10	34	17	51	204	0	52.5	105	175	86%

*Lodging proposed annual fee is the average of the proposed tier fees.

Body Art/Massage Fees Environmental Health Service	Inspection Time (Avg)	Processing Time (Avg)	Consulting/ Education/ Training (Avg)	Number of Inspections	Total Avg Hrs	Avg. Gross Hrlly. Wage	Benefit/hr	Wage and Benefits Total	Admin Cost	Total	City Cost	Current fee	1st Year 30% proposed fee	2nd Year additional 30% proposed fee	3rd Year total additional 40% proposed fee	% of Total City Cost over 3 years
Annual Body Art Permit	1.3	0.5	0.5	2	3.6	24	10	34	17	51	183.6	100	115	130	150	81.70%
Body Art Pre-Open	1	1	1	1	3	24	10	34	17	51	153	100	107.5	115	125	82%
Body Art Revisit	0.75	0.5	0.5	1	1.75	24	10	34	17	51	89.25	0	22.5	45	75	84%
Massage	1.23	0.5	0.5	2	3.46	24	10	34	17	51	176.46	100	115	130	150	85%
Massage Pre-Open	1	1	1	1	3	24	10	34	17	51	153	100	107.5	115	125	82%
Massage Revisit	0.75	0.5	0.5	1	1.75	24	10	34	17	51	89.25	0	22.5	45	75	84%

BILL NO. 5766

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A OF THE BRANSON MUNICIPAL CODE PERTAINING TO LODGING ESTABLISHMENT, SWIMMING POOLS AND SPAS, AND HEALTH AND SANITATION FEES.

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

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

Section 2: That Appendix A – FEE SCHEDULE of the Branson Municipal Code is hereby amended to read as follows:

APPENDIX A – FEE SCHEDULE

Code Section	Description	Fee
<i>Chapter 46—Health Sanitation</i>		
46-31	Massage establishment permits:	
	• Pre-open inspection	115.00 <u>125.00</u>
	• Permit	130.00 <u>150.00</u>
	• Reinspection	45.00 <u>75.00</u>
	Body art establishment permits:	
	• Pre-open inspection	115.00 <u>125.00</u>
	• Permit	130.00 <u>150.00</u>
	• Reinspection	45.00 <u>75.00</u>
	Public swimming pool permits, per body of water (including theme parks):	
	• Pre-open inspection:	

	- New construction/remodel	350.00
	- Existing establishment/new owner	140.00 <u>150.00</u>
	• Permit:	
	- Outdoor pool permit	180.00 <u>200.00</u>
	- Indoor pool permit	230.00 <u>250.00</u>
	• Reinspection (excluding temporary permits) for each reinspection after routine inspection or complaint with action	130.00 <u>150.00</u>
	Spa permits, per body of water (including theme parks):	
	• Pre-open inspection:	
	- New construction/remodel	114.00 <u>140.00</u>
	- Existing establishment/new owner	114.00 <u>140.00</u>
	• Permit:	
	- Outdoor spa permit	180.00 <u>200.00</u>
	- Indoor spa permit	230.00 <u>250.00</u>
	• Reinspection (excluding temporary permits) for each reinspecton after routine inspection or complaint with action	130.00 <u>150.00</u>
	Food establishment permits, per establishment:	
	• Pre-open inspection:	
	- New construction/remodel	380.00 <u>400.00</u>
	- Existing establishment/new owner	215.00 <u>225.00</u>
	• Permit:	
	- High risk category 3 permit	460.00 <u>500.00</u>
	- Medium risk category 2 permit	280.00 <u>300.00</u>

	- Low risk category 1 permit	130.00 <u>150.00</u>
	- Temporary food establishment permit	100.00
	• Reinspection (excluding temporary permits) for each reinspection after routine inspection or complaint with action	125.00 <u>140.00</u>
	• Complaint inspection	125.00 <u>135.00</u>
	Lodging establishment permits, per establishment:	
	• Pre-open inspection:	
	- New construction or closed for 18 months or more	210.00 <u>350.00</u>
	- Existing establishment or closed for less than 18 months	165.00 <u>275.00</u>
	• Permit:	
	- <50 rooms	210.00 <u>350.00</u>
	- 51—200 rooms	240.00 <u>400.00</u>
	- >201 rooms	270.00 <u>450.00</u>
	• Reinspection (excluding temporary permits) for each reinspection after routine inspection or complaint with action	105.00 <u>175.00</u>
	• Complaint inspection	105.00 <u>175.00</u>

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

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

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

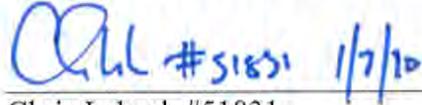
Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri on this _____ day of _____, 20__.

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk



Chris Lebeck #51831
City Attorney



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL AMENDING THE ADOPTED 2020 BUDGET FOR THE CITY OF BRANSON TO ADJUST MONIES FOR THE PUBLIC SAFETY FUND.

INITIATED BY: FINANCE DEPARTMENT

FIRST READING: JANUARY 14, 2020

FINAL READING: JANUARY 28, 2020

EXECUTIVE SUMMARY:

- The Police Department had budgeted funds of \$20,000.00 for a one-time expenditure in the 2019 Budget for the purchase of Patrol/Ballistic Rifle Plates. The Department received a donation of \$12,600.00 from Benefit the Badge. The total amount of the contract for these items is \$34,347.28 and the Police Department has identified funds for the remaining \$1,747.28 unspent in the 2019 Budget.
- The Police Department also budgeted funds of \$21,000.00 for a handheld narcotics analyzer as a capital item in the 2019 Budget. The contracted price for this item is \$18,500.00.
- The contracts for both of these purchases were not awarded by December 31, 2019 and the funds could not be encumbered. Unspent 2019 funds reverted back to the Public Safety Fund Reserve.
- If the Board of Aldermen elects to appropriate these funds, the fund balance in the Public Safety Fund Reserve 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

COMMUNITY PLAN 2030: Accountability and Financial Stewardship: We will ensure the efficient efficient and appropriate use of public funds by being good financial stewards on behalf of our residents and businesses.

ATTACHED EXHIBITS:

BILL NO. 5767

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ADOPTED 2020 BUDGET FOR THE CITY OF BRANSON TO ADJUST MONIES FOR THE PUBLIC SAFETY 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 Public Safety 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 transfer funds within the 2020 Budget of the Public Safety Fund.

Public Safety Fund

	<u>Increase</u>
260-2022-520.40-10 (Public Safety Fund)	\$34,347.28
Unreserved Fund Balance (Public Safety Fund)	(\$34,347.28)
260-2022-520.90-10 (Public Safety Fund)	\$18,500.00
Unreserved Fund Balance (Public Safety Fund)	(\$18,500.00)

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

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

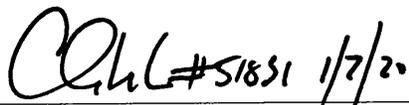
Read, this second time, passed and truly agreed to by the Board of Aldermen of City of Branson, Missouri this _____ day of _____, 2020.

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk



Chris Lebeck #51831
City Attorney



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING THE CONTRACT WITH METROHM USA TO PROVIDE A HANDHELD NARCOTICS ANALYZER WITH MAINTENANCE SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: POLICE DEPARTMENT

FIRST READING: JANUARY 14, 2020

FINAL READING: JANUARY 28, 2020

EXECUTIVE SUMMARY:

- The Police Department budgeted for and received approval to purchase a handheld narcotics analyzer. This equipment will be used to safely test narcotics without physical contact and exposing our officers to the risks of toxic drugs.
- Bids were solicited and received from the following vendors:

Thermo Fisher Scientific	\$24,500
B & W Tek / Metrohm	\$18,500
Farr West	\$29,900
- Staff recommends Metrohm USA, the lowest responding bidder, be awarded the contract.
- The total amount of the contract is \$18,500.00. This is a budgeted expense from the 2019 approved budget.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: C-1 Public Safety.

ATTACHED EXHIBITS:

BILL NO. 5768

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONTRACT WITH METROHM USA TO PROVIDE A HANDHELD NARCOTICS ANALYZER WITH MAINTENANCE SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson wishes to enter into a contract with Metrohm USA to provide a handheld narcotics analyzer; and

WHEREAS, the contract between Metrohm USA and the City of Branson has been recommended for approval by Staff; and

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

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

Section 1: The Board of Aldermen hereby accepts the proposed contract with Metrohm USA with a not-to-exceed amount of \$18,500.00 and authorizes the Mayor to execute the contract attached hereto as Exhibit "1".

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

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

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

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

CLL #51871 1/7/20

Chris Lebeck #51831
City Attorney

Master Contract Number: _____

PURCHASE OF COMMODITIES CONTRACT

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

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

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

The City and the Seller agree as follows:

1. **Item(s) and dates of Purchase.** The City agrees to purchase and the Seller agrees to sell the following item(s): **handheld narcotics analyzer, from a date beginning on the execution date of this contract to a date ending December 31, 2021.**
2. **Quantities to be Purchased and Purchase Price.**
 - a. The City agrees to purchase and the Seller agrees to sell the following quantities/amounts for the purchase price(s) listed: **See Exhibit B.**
 - b. The City assumes no obligations for articles or materials shipped in excess in the quantity ordered. Any unauthorized quantity is subject to the City's rejection and may be returned at the Seller's expense.
 - c. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Seller under the terms of this contract exceed the sum of **Eighteen Thousand Five Hundred Dollars (\$18,500.00), all of which is dependent upon budget appropriations.**
3. **Delivery and Shipment.**
 - a. The Seller is responsible for the costs of shipment.
 - b. Time is of the essence with respect to each shipment.
 - c. If deliveries are not made **upon demand**, the City reserves the right to cancel this contract, purchase the commodities elsewhere, and hold the Seller liable for any re-procurement costs.
 - d. Deliveries are to be made to: **110 W. Maddux Street, Suite 100, Branson, Missouri 65616.**

4. Invoices. An original and three copies of the invoice shall be submitted by the Seller to the City, showing the purchase order number or contract number and containing a full description of the commodities furnished.

5. Inspection and Acceptance.

- a. No goods received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect said goods.
- b. All goods discovered to be defective (at any time) or which do not conform to any bid specifications or to any warranty of the Seller may be returned at the Seller's expense for full refund or replacement.
- c. The City's right to return defective and/or non-conforming goods does not bar any other legal, equitable or contractual remedies the City may have against the Seller.

6. Warranty.

- a. Seller expressly warrants that all articles, materials and work covered by this contract conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the City and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect.
- b. Such warranty shall not be deemed waived either by reason of the City's acceptance of said material or goods or by payment for them.
- c. Any implied warranties are not altered by this written contract.
- d. Additional terms: N/A.

7. Patents. Seller guarantees that the sale or use of the articles described herein will not infringe upon any U.S. or foreign patent and Seller covenants that he will, at his own expense, defend every suit which may be brought against the City, or those selling or using City's product for any alleged infringement of any patent by reason of the sale or use of such articles and Seller agrees that he will pay all costs, damages and profits recoverable in any such suit.

8. Bankruptcy or Insolvency. In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Seller, or in the event of breach of any of the terms hereof including in the warranties of the Seller, City may cancel this contract or affirm the contract and hold Seller responsible in damages.

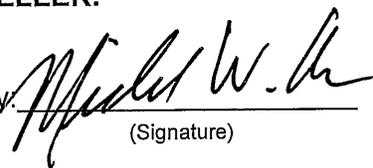
9. Compliance with Applicable Laws. The Seller warrants it has complied with all Applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the manufacture or sale of the items

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

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

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

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

SELLER:	CITY OF BRANSON, MISSOURI
By: <u></u> <u>20 Dec 2019</u>	_____
(Signature) Date	E. Edd Akers Mayor
Name: <u>MICHAEL W. ALLEN</u>	_____
(Printed Name)	ATTEST: Lisa K Westfall City Clerk
Title: <u>VP, MARKETING</u>	_____
Company Name: <u>Metrohm USA, Inc.</u>	Date
Address: <u>9250 Camden Field Pkwy</u>	
<u>Riverview, FL 33578</u>	
Phone: <u>866-638-7646</u>	APPROVED AS TO FORM:
E-Mail: <u>customersupport@metrohmusa.com</u>	<u></u> <u>#51831</u> <u>11/13/17</u>
Tax ID: <u>26-0130818</u>	Chris Lebeck #51831 City Attorney

	Date

Metrohm USA
19 Shea Way, Suite 301
Newark, DE 19713
Attn: Ken Friedman

SCOPE OF WORK

1. Purpose: Metrohm USA agrees to provide a TacticID-N handheld narcotics analyzer as specified in the following general requirements.
2. General Requirements:
 - 2.1 Pricing includes shipping, delivered to facilities located in Branson, MO.
 - 2.2 The equipment shall be the manufacturer's latest design and production.
 - 2.3 Unit shall perform fast, non-destructive testing of solids, liquids, gels, and powders.
 - 2.4 Extensive library of narcotics, cutting agents, and counterfeit drugs must be available.
 - 2.5 Unit will have the ability to safely test an array of samples through packaging.
 - 2.6 Unit must be able to analyze a sample, identify multiple components and give a percentage breakdown of components identified within chemical mixtures.
 - 2.7 2 year warranty included.
 - 2.8 Metrohm USA shall provide ongoing support and updates to the library for 5 years.
 - 2.9 Protective storage/carrying case.
 - 2.10 Instrument must be easy to test and calibrate.

PRICING PAGE

Metrohm USA provided pricing information as specified below to provide a handheld narcotics analyzer in accordance with the terms and conditions of the contract.

	Product	Unit Price
001.	Tactic ID-N portable handheld narcotics analyzer	\$ 18,500.00



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING A CONTRACT WITH ED ROEHR SAFETY PRODUCTS CO. TO PROVIDE ACTIVE SHOOTER, HOSTILE EVENT RESPONSE KITS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: POLICE DEPARTMENT

FIRST READING: JANUARY 14, 2020

FINAL READING: JANUARY 28, 2020

EXECUTIVE SUMMARY:

- This contract is for the purchase of 22 Active Shooter Kits. These kits contain a ballistic helmet, front and back Type III ballistic rifle plates with adjustable carrier, rifle magazine pouch and Police ID patches. These kits will equip all Police Patrol Vehicles in the fleet.
- These items will be purchased off a Missouri State Bid through Ed Roehr Safety Products Co. The State of Missouri completed a bid process for these items and secured distributors whom the State approved to purchase these items from. Additionally, Staff compared pricing with other vendors to confirm the State Bid was the lowest.
- The total expense for these items is \$34,347.28. These funds were secured in the Police Department's 2019 budget and additional funds were donated by the Benefit the Badge organization.
- The Active Shooter Kits will enable all patrol officers access to ballistic protection against rifle threats which the Department currently has none. The daily wear ballistic vests only protect against handgun rounds; these ballistic vests provide much better officer protection. This is essential protective gear for 21st Century policing.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: C-1 Public Safety

ATTACHED EXHIBITS:

BILL NO. 5769

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONTRACT WITH ED ROEHR SAFETY PRODUCTS CO. TO PROVIDE ACTIVE SHOOTER, HOSTILE EVENT RESPONSE KITS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson wishes to enter into a contract with Ed Roehr Safety Products Co. to provide handheld narcotics analyzer; and

WHEREAS, the contract between Ed Roehr Safety Products Co. and the City of Branson has been recommended for approval by Staff; and

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

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

Section 1: The Board of Aldermen hereby accepts the proposed contract with Ed Roehr Safety Products Co. with a not-to-exceed amount of \$34,347.28 and authorizes the Mayor to execute the contract attached hereto as Exhibit "1".

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

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

OLL #51831 1/7/10

Chris Lebeck #51831
City Attorney

Master Contract Number: _____

PURCHASE OF COMMODITIES CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between the City of Branson, Missouri (the "City") and Ed Roehr Safety Products Co. ("Seller").

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

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

The City and the Seller agree as follows:

1. **Item(s) and dates of Purchase.** The City agrees to purchase and the Seller agrees to sell the following item(s): **active shooter, hostile event response kits, from a date beginning on the execution date of this contract to a date ending June 30, 2020.**
2. **Quantities to be Purchased and Purchase Price.**
 - a. The City agrees to purchase and the Seller agrees to sell the following quantities/amounts for the purchase price(s) listed: **See Exhibit A.**
 - b. The City assumes no obligations for articles or materials shipped in excess in the quantity ordered. Any unauthorized quantity is subject to the City's rejection and may be returned at the Seller's expense.
 - c. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Seller under the terms of this contract exceed the sum of **Thirty Four Thousand Three Hundred Forty Seven Dollars and Twenty Eight Cents (\$34,347.28)**, all of which is dependent upon budget appropriations.
3. **Delivery and Shipment.**
 - a. The Seller is responsible for the costs of shipment.
 - b. Time is of the essence with respect to each shipment.
 - c. If deliveries are not made **upon demand**, the City reserves the right to cancel this contract, purchase the commodities elsewhere, and hold the Seller liable for any re-procurement costs.
 - d. Deliveries are to be made to: **110 W. Maddux Street, Suite 100, Branson, Missouri 65616.**

Ed Roehr Safety Products Co.
Page 1 of 5

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

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

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

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

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

SELLER:

By: Duane L Wall 12-3-19
(Signature) Date

Name: Duane L. Wall
(Printed Name)

Title: President

Company Name: Ed Roehr Safety Products

Address: 2550 St. Louis Ave
St. Louis Mo 63106

Phone: 314-533-9344

E-Mail: dwall@edroehrsafety.com

Tax ID: 43-0624955

CITY OF BRANSON, MISSOURI

E. Edd Akers Date
Mayor

ATTEST:

Lisa K Westfall Date
City Clerk

APPROVED AS TO FORM:

Chris Lebeck #51831 12/3/19
Chris Lebeck #51831 Date
City Attorney

Ed Roehr Safety Products
 2550 St. Louis Ave.
 St. Louis, MO 63106

SCOPE OF WORK

Purpose: Ed Roehr agrees to furnish the following equipment as specified from State of Missouri Contract CC160735003.

Quantity	Description	Price each
22	#PT1220976-FC ProTech Tactical Delta 4 Full-Cut Ballistic Helmet, Black NIJ Level IIIA, R2S Ratcheting Suspension System w/ Mesh Crown Suspension System, Bolted <u>\$349.00</u>	
22	#PTTAC-PR-TMW-CARR -BKL ProTech Tacitcal TAC-PR Plate Rack Carrier w/ MOLLE Attachment System, Black, Buckle Closure <u>\$139.00</u>	
22	#PTTP-LT5A ProTech Tactical PT5A Dual M4/AR Magazine Pouch	\$ 37.50
44	#PT1302172 HARDWIRE Lightweight Type III Ballistic Rifle Plate 10x12" Multi-Curve	<u>\$494.12</u>
22	#ESP6115-B Elite Survival Active Shooter Kit Carry Bag, Black	\$ 37.50
44	#PT1223589-PL ProTech "POLICE" ID's wNelcro Back Black w/ White Letters	<u>\$ 5.00</u>



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL ACCEPTING A WARRANTY DEED FOR PROPERTY FROM BH LAND COMPANY, LLC PERTAINING TO THE SUMMIT RIDGE RESIDENCES SUBDIVISION AND AUTHORIZING THE MAYOR TO EXECUTE THE ACCEPTANCE OF CONVEYANCE.

INITIATED BY: PLANNING AND DEVELOPMENT DEPARTMENT

FIRST READING: JANUARY 14, 2020

FINAL READING: JANUARY 28, 2020

EXECUTIVE SUMMARY:

- On June 11, 2019, the Board of Aldermen approved a Final Subdivision Plat for Summit Ridge Residences (Ord. No. 2019-0069). Within that approval, the City agreed to accept approximately 5.96 acres more or less of public open space, which exceeded the required amount as described by Branson Municipal Code Section 94-119 by approximately 2.88 acres more or less.
- The approved land is in close proximity to the RecPlex and will help the community with preserving land for open space and recreational opportunities. The land’s ideal use will be to support the expansion of the City’s trail network along with preserving a visible hillside as defined by the Community Plan 2030.
- Because the Warranty Deed for the property was recorded in error on December 20, 2019, a corrected Warranty Deed has been included to be recorded along with the City’s Acceptance of Conveyance for the property so the process can be completed.

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: POS Strategy 1.3

ATTACHED EXHIBITS: 1) Ordinance No. 2019-0069

BILL NO. 5580

ORDINANCE NO. 2019-0069

AN ORDINANCE APPROVING A FINAL SUBDIVISION PLAT FOR SUMMIT RIDGE RESIDENCES.

WHEREAS, the property owner has petitioned the City of Branson for approval of a Final Subdivision Plat for Summit Ridge Residences Subdivision; and,

WHEREAS, on May 7, 2019, the Planning Commission for the City of Branson reviewed the application for said Final Subdivision Plat and recommends approval; and,

WHEREAS, the Board of Aldermen for the City of Branson find that such Final Subdivision Plat is reasonable and necessary.

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 Final Subdivision Plat for Summit Ridge Residences attached hereto as Exhibit 'A' and legally described as Exhibit 'B'.

Section 2: The Planning and Development Department is hereby directed to record the Final Subdivision Plat for Summit Ridge Residences in the Office of the Recorder of Deeds of Taney County, Missouri, within thirty (30) days of the date of this ordinance, provided all public works improvements have been completed and upon payment by the subdivider of all fees associated with the recording.

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 28th day of May, 2019.

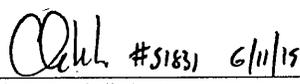
Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri on this 11th day of June, 2019.



E. Edd Akers
Mayor

ATTEST:


Lisa K Westfall
City Clerk

APPROVED AS TO FORM:


Chris Lebeck #51831
City Attorney

EXHIBIT 'A'

FINAL PLAN OF SUMMIT RIDGE RESIDENCES
SECTION 18, TOWNSHIP 20 NORTH, RANGE 21 WEST
OF THE SIX PRINCIPAL MERIDIAN
CITY OF BRANSON, MISSOURI

WOLFE SURVEYING, INC.
 1000 W. STATE ST., SUITE 100
 BRANSON, MISSOURI 64604
 PHONE: (417) 735-1111
 FAX: (417) 735-1112

DATE: 10/15/01
BY: J. WOLFE
SCALE: AS SHOWN

APPROVED: [Signature]
 J. WOLFE, Surveyor

RECORDED: [Signature]
 J. WOLFE, Surveyor

APPROVED: [Signature]
 J. WOLFE, Surveyor

RECORDED: [Signature]
 J. WOLFE, Surveyor

EXHIBIT 'B'

A TRACT OF LAND SITUATED IN PART OF THE W1/2 OF THE SE1/4 OF SECTION 18, TOWNSHIP 23 NORTH, RANGE 21 WEST, CITY OF BRANSON, TANEY COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING SANDSTONE MARKING THE SOUTHWEST CORNER OF THE SW1/4 OF THE SE1/4 OF SAID SECTION 18; THENCE N 1°36'02" E, A DISTANCE OF 1285.33 FEET, TO A POINT ON THE WEST LINE OF THE SW1/4 OF THE SE1/4 OF SAID SECTION 18; THENCE S 88°23'58" E, A DISTANCE OF 49.21 FEET, TO THE NEW POINT OF BEGINNING; THENCE N 6°47'18" W, A DISTANCE OF 227.36 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BRANSON HILLS PARKWAY; THENCE NORTHERLY ALONG A NON-TANGENT CURVE TO THE LEFT, 67.59 FEET (SAID CURVE HAVING A DELTA OF 3°05'54", A CHORD BEARING OF N 80°53'58" E, CHORD DISTANCE OF 67.59 FEET AND HAVING A RADIUS OF 1250.00 FEET); THENCE N 79°21'01" E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF BRANSON HILLS PARKWAY, A DISTANCE OF 431.03 FEET; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT, 481.86 FEET (SAID CURVE HAVING A DELTA OF 32°28'50" AND HAVING A RADIUS OF 850.00 FEET); THENCE S 6°33'00" E, LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 231.39 FEET; THENCE S 24°49'24" W, A DISTANCE OF 170.00 FEET; THENCE S 33°52'33" W, A DISTANCE OF 228.48 FEET; THENCE N 90°00'00" W, A DISTANCE OF 155.00 FEET; THENCE S 25°34'43" W, A DISTANCE OF 174.66 FEET; THENCE N 64°25'17" W, A DISTANCE OF 343.02 FEET; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT, 402.35 FEET (SAID CURVE HAVING A DELTA OF 57°37'58" AND HAVING A RADIUS OF 400.00 FEET), TO THE NEW POINT OF BEGINNING, SAID TRACT CONTAINING 12.31 ACRES OF LAND, MORE OR LESS.

BILL NO. 5770

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A WARRANTY DEED FOR PROPERTY FROM BH LAND COMPANY, LLC PERTAINING TO THE SUMMIT RIDGE RESIDENCES SUBDIVISION AND AUTHORIZING THE MAYOR TO EXECUTE THE ACCEPTANCE OF CONVEYANCE.

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

Section 1: The attached Exhibit "1" Warranty Deed, for property from BH Land Company, LLC pertaining to the Summit Ridge Residences Subdivision is hereby accepted and the Mayor is authorized to execute Exhibit "2" Acceptance of Conveyance.

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

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

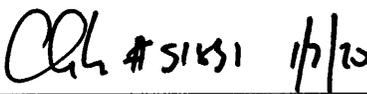
Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri on this _____ day of _____, 2020.

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk



Chris Lebeck #51831
City Attorney

CORRECTED WARRANTY DEED

Date of document: 12/18/2019 (recorded 12/20/2019)

Grantor: BH Land Company, LLC

Grantee: City of Branson

Grantee's address: 110 West Maddux, Branson, MO 65616

Legal description: See Exhibit "A" attached hereto and made a part hereof

Reference document: Book 2019, Page L33548



BOOK PAGE
2019L33548
 12/20/2019 08:08:41AM
 REC FEE:30.00
 NON-STD FEE:
 PAGES: 3
 REAL ESTATE DOCUMENT
 TANEY COUNTY, MISSOURI
 RECORDERS CERTIFICATION

Jody C Stahl
 JODY C STAHL

WARRANTY DEED
 (By Limited Liability Company)

THIS INDENTURE, made on the 18TH day of ^{DECEMBER} ~~August~~, A.D. 2019, by and between **BH LAND COMPANY, LLC**, (Grantor) of the County of Taney in the State of Missouri, a limited liability company organized and existing under the laws of the State of Missouri, party of the first part, in consideration of **TEN AND NO/100 DOLLARS** and other good and valuable consideration to it paid by **CITY OF** ✓ **BRANSON**, a municipality (Grantee) of the County of Taney and State of Missouri, party of the second part,

Grantee Mailing Address: 110 West Maddux, Branson, MO 65616 ✓

the receipt whereof is hereby acknowledged, does by these presents, Grant, Bargain, Sell, Convey and Confirm unto the said party of the second part, its successors and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Taney and State of Missouri, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said party of the second part, and unto its successors and assigns, forever. The said party of the first part hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that its has good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by it or those under whom it claim(s); and that it will warrant and defend the title to the said premises unto the said party of the second part and unto its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the Manager(s) of the said party of the first part has caused these presents to be signed this the day and year first above written..

(NO SEAL)

BH LAND COMPANY, LLC

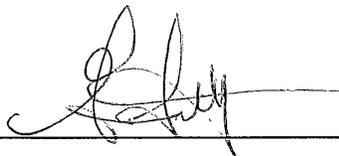
By: *Richard E. Huffman*
 Richard E. Huffman, Manager

ACKNOWLEDGMENT
(L.L.C. Individual)

STATE OF MISSOURI)
) ss.
County of Taney)

On this 18TH day of ~~August~~ ^{DECEMBER}, A.D. 2019, before me personally appeared Richard E. Huffman, to me (personally known, who being duly sworn, did say that (s)he is one of the Manager(s) of BH LAND COMPANY, LLC; that the Company has no seal; and that the said instrument was signed and sealed in behalf of said Company by authority of its Members and the said Richard E. Huffman acknowledged said instrument to be the free act and deed of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in said county and state, the day and year first above written.



Notary Public County of STONE
My Commission expires: 3/30/21



EXHIBIT "A"

PUBLIC OPEN SPACE 1 of SUMMIT RIDGE RESIDENCES, a subdivision per the recorded plat thereof, Plat Book/Slide L, pages 470-473, situated in the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 18, Township 23 North, Range 21 West, City of Branson, Taney County, Missouri, being more particularly described as follows:

Commencing at an existing sandstone marking the Southwest corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 18; thence North 01° 36' 02" East along the West line thereof the 1285.33 feet; Thence South 88° 24' 16" East 49.21 feet to the POINT OF BEGINNING; thence North 06° 47' 18" West 227.36 feet to a point on the Southerly R/W of Branson Hills Parkway; thence Northeasterly along R/W on a non-tangent curve to the left, 67.59 feet (said curve having a delta of 3°05'54", a chord bearing and distance of North 80° 53' 58" East 67.59 feet and a radius of 1250.00 feet); thence North 79° 21' 01" East along R/W 48.19 feet; thence South 10° 38' 59" East 22.97 feet; thence South 17° 01' 07" West 153.01 feet; thence South 09° 37' 44" East 153.05 feet; thence South 88° 11' 24" East 561.47 feet; thence South 17° 44' 43" West 169.05 feet; thence South 28° 15' 30" East 57.80 feet; thence South 25° 34' 43" West 174.66 feet; thence North 64° 25' 17" West 343.02 feet; thence Northwesterly along a curve to the right, 402.35 feet (said curve having a delta of 57° 37' 58" and a radius of 400.00 feet) to the point of beginning, said tract containing 3.89 acres of land, more or less.

PUBLIC OPEN SPACE 2 of SUMMIT RIDGE RESIDENCES, a subdivision per the recorded plat thereof, Plat Book/Slide L, pages 470-473, situated in the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 18, Township 23 North, Range 21 West, City of Branson, Taney County, Missouri, being more particularly described as follows:

Commencing at an existing sandstone marking the Southwest corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 18; thence North 01° 36' 02" East 1332.70 feet to an existing limestone marking the Northwest corner of SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 18; thence North 49° 13' 52" East 335.36 feet to a point on the Southerly R/W of Branson Hills Parkway; thence North 79° 21' 01" East along R/W 89.37 feet for a POINT OF BEGINNING; thence continuing North 79° 21' 01" East along R/W 172.49 feet; thence Easterly along R/W on a curve to the right, 481.86 feet (said curve having a delta of 32° 28' 50" and a radius of 850.00 feet); thence South 06° 33' 00" East 231.39 feet; thence South 24° 49' 24" West 170.00 feet; thence South 33° 52' 33" West 126.55 feet; thence North 56° 07' 27" West 203.18 feet; thence North 75° 20' 59" East 166.76 feet; thence North 07° 33' 53" East 148.91 feet; thence North 66° 29' 59" East 33.69 feet; thence North 23° 30' 01" West 156.98 feet; thence North 82° 13' 51" West 161.40 feet; thence North 85° 46' 32" West 106.47 feet; thence North 87° 21' 11" West 123.84 feet; thence South 89° 15' 05" West 116.10 feet; thence North 11° 11' 02" West 9.55 feet to the point of beginning, said tract containing 2.07 acres of land, more or less.

A 20 foot wide ACCESS EASEMENT over and across the DETENTION POND of SUMMIT RIDGE RESIDENCES, a subdivision per the recorded plat thereof, Plat Book/Slide L, pages 470-473, situated in the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 18, Township 23 North, Range 21 West, City of Branson, Taney County, Missouri, being more particularly described as follows:

Commencing at an existing sandstone marking the Southwest corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 18; thence North 01° 36' 02" East 1332.70 feet to an existing limestone marking the Northwest corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence South 78° 19' 05" East 695.74 feet; thence South 17° 44' 43" West 70.33 feet to the POINT OF BEGINNING; thence North 79° 07' 34" East 94.42 feet; thence South 56° 07' 27" East 28.41 feet; thence South 79° 07' 34" West 125.51 feet; thence North 17° 44' 43" East 22.78 feet to the point of beginning, said easement containing 2,199.33 sq. ft. (0.05 acre) of land, more or less.



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL ACCEPTING THE PROPOSAL OF THE SALVATION ARMY PERTAINING TO THE PROVISION OF SERVICES TO PROVIDE TEMPORARY PUBLIC ASSISTANCE AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: ADMINISTRATION

FIRST READING: JANUARY 14, 2020

FINAL READING: JANUARY 28, 2020

EXECUTIVE SUMMARY:

- The City each year has budgeted to contract for services for temporary public assistance. Bids were solicited and agencies submitting bids were asked to make presentations to the Outside Program Assistance Committee.
- The committee met on November 15, 2019 to hear presentations and make recommendations for money to be awarded to those who responded to the RFP.
- The contracts listed on the detailed analysis page are based on the committee's recommendations and services are for the 2020 fiscal year with a total award amount of \$80,000.00.
- The Salvation Army contract is the last contract needing approval. They will be allowed to turn in receipts for reimbursement from the date of execution of the contract until December 31, 2020.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

- Recommended
- Not Recommended
- Neutral/None

COMMUNITY PLAN 2030: C Strategy 2.2: Community Fabric.

ATTACHED EXHIBITS:

ITEM/SUBJECT: READING OF A BILL ACCEPTING THE PROPOSAL OF THE SALVATION ARMY PERTAINING TO THE PROVISION OF SERVICES TO PROVIDE TEMPORARY PUBLIC ASSISTANCE AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

DETAILED ANALYSIS:

- The Salvation Army awarded \$12,000.00 - will use the City grant funds to provide emergency housing for residents who find themselves displaced unexpectedly as its primary focus and utility assistance and gas vouchers as its secondary focus.

These contracts have already been approved:

- The Boys & Girls Club of the Ozarks awarded \$11,000.00 - will use the City grant funds to provide summer enrichment programs for families currently facing challenges with rural poverty in Branson.
- The Faith Community Health Center, Inc. awarded \$12,000.00 - will use the City grant funds to assist Branson residents when the patient is unable to obtain a prescribed medication for an urgent dental or medical need when the patient would otherwise go untreated.
- Jesus Was Homeless awarded \$8,500.00 - will use the City grant funds to reimburse fuel and repair expenses for Jesus Was Homeless vans providing transportation for Branson residents to get to essential medical appointments and health and mental health services.
- The Christian Action Ministries awarded \$12,000.00 - will use the City grant funds to provide funding for the purchase of food to assist Branson residents experiencing temporary crisis and economic hardship.
- The Women's Crisis Center of Taney County, Inc. awarded \$5,000.00 - will use the City grant funds to assist with prescription assistance, food, personal hygiene supplies, clothing, diapers and basic necessities for women and their children staying in the women's shelter.
- The Branson Regional Arts Council awarded \$10,000.00 - will use the City grant funds to provide funding for youth scholarship opportunities for underprivileged or gifted students in the visual arts and theater arts for Branson youth residents in the amount not to exceed \$4,500.00, and funding for an educational youth symphony experience with the Springfield Symphony Orchestra for Branson youth residents in the amount not to exceed \$5,500.00.
- The Taneyhills Community Library awarded \$9,500.00 - will use the City grant funds to provide funding to purchase Children's and Young Adult (YA) books in the amount not to exceed \$7,000.00, and to purchase eAudio and eBook annual subscriptions in the amount not to exceed \$2,500.00.

BILL NO. 5771

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE PROPOSAL OF THE SALVATION ARMY PERTAINING TO THE PROVISION OF SERVICES TO PROVIDE TEMPORARY PUBLIC ASSISTANCE AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson desires to play a limited role in aiding families and individuals with short term or temporary needs which may create a life threatening situation; and

WHEREAS, the Board of Aldermen desires to execute a contract with The Salvation Army for temporary public assistance.

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

Section 1: The Board of Aldermen hereby accepts the proposal of The Salvation Army pertaining to the provision of services to provide temporary public assistance in the amount of \$12,000.00 and authorizes the Mayor to execute the contract attached hereto as Exhibit "1".

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

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

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

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk



Chris Lebeck #51831
City Attorney

Master Contract Number: _____

SERVICES CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 20____, by and between the City of Branson, Missouri (the "City") and **The Salvation Army** ("Service Provider").

WITNESSETH:

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

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

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

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

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

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

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

5. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. **The funding period will be from a date beginning on January 1, 2020 to a date ending December 31, 2020. If execution of the contract occurs after January 1, 2020, then the funding period will begin on the execution date to a date ending 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 A**, which shall constitute complete compensation for all work to be rendered under this contract; provided, that where payments are to be made periodically to Service Provider for work rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the work performed during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A**.

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Twelve Thousand Dollars (\$12,000.00), 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. **Notices.** All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Service Provider at the addresses provided. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

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

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

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

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

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

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

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

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

SERVICE PROVIDER:

By:  12/5/17
(Signature) Date
Bramwell E. Higgins
Name: Secretary
(Printed Name)

Title: _____

Company Name: The Salvation Army

Address: 1130 Hampton Ave

St. Louis, MO 63139

Phone: 314-646-3012

E-Mail: TSA.MidlandContracts@usc.salvationarmy.org

Tax ID: 36-2167910

CITY OF BRANSON, MISSOURI

E. Edd Akers Date
Mayor

ATTEST:

Lisa K Westfall Date
City Clerk

APPROVED AS TO FORM:

 #51831 11/15/17
Chris Lebeck #51831 Date
City Attorney 

Scope of Services

The Salvation Army will use the City grant funds to provide emergency housing for residents who find themselves displaced unexpectedly as its primary focus and utility assistance and gas vouchers as its secondary focus. These dollars need to be used for residents of Branson. No funds will be used for staff or other overhead costs. Funds will not be used to promote religious beliefs or convey a religious agenda to the public, and they will not be passed through to another agency.

The City agrees to pay the Service Provider in accordance with fees and rates set forth in the proposal for services provided and authorized by a purchase order or other written notice issued by the Purchasing Department. All payments will be paid upon submission of invoices to the Finance Department. Invoices must be dated within the funding period according to the term of the contract.



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL APPROVING A CONTRACT WITH S & S PUMPING, INC. TO ACCEPT HOLDING TANK AND SPECIAL WASTE FOR TREATMENT AT THE BRANSON WASTEWATER TREATMENT FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: UTILITIES DEPARTMENT

FIRST READING: JANUARY 14, 2020

FINAL READING: JANUARY 28, 2020

EXECUTIVE SUMMARY:

- Following the requirements outlined in Branson Municipal Code Sec 90-35, Holding Tank Waste and Special Waste Delivered By Truck, the Utilities Department currently allows area septic haulers to deliver domestic waste pumped from individual septic tanks, small wastewater treatment plants and various holding tanks from locations within Stone and Taney Counties, to the Branson wastewater treatment facilities. Anticipated volume of waste to be delivered to our facilities by S & S Pumping, Inc. in 2020 is approximately 1.3 million gallons.
- Branson has provided this service to area septic haulers since 2002. Treatment of this waste has had no adverse effect on our systems and has been a benefit to the environment and local community.
- The 2020 fee structure of \$9.45/1000 gallons for holding tank waste and \$19.97/1000 gallons for septic and sludge waste will produce adequate revenues to offset the cost of treatment.
- The proposed contract and established fee structure was reviewed by the Budget and Finance Committee on December 6, 2019. The Committee recommended the contract be submitted to the Board of Aldermen for consideration.

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-3

ATTACHED EXHIBITS:

BILL NO. 5772

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONTRACT WITH S & S PUMPING, INC. TO ACCEPT HOLDING TANK AND SPECIAL WASTE FOR TREATMENT AT THE BRANSON WASTEWATER TREATMENT FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson desires to enter into a contractual agreement to process holding tank and special wastes delivered to the Branson wastewater treatment facilities by S & S Pumping, Inc.; and

WHEREAS, the Board of Aldermen desire to award the agreement.

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

Section 1: That the Board of Aldermen hereby approves a contract with S & S Pumping, Inc. to accept holding tank and special waste for treatment at the Branson Wastewater Treatment Facilities and authorizes the Mayor to execute the contract 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 _____ 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 1/7/20

Chris Lebeck #51831
City Attorney

CONTRACTUAL AGREEMENT

This agreement, made and entered into this _____ day of _____, 2019, by and between THE CITY OF BRANSON, a Fourth Class City in the State of Missouri, hereinafter referred to as "City" and S & S PUMPING, INC. hereinafter referred to as "Septic Hauler".

WITNESSETH:

WHEREAS, the proper treatment of wastewater is advantageous to both the City and the Septic Hauler, and;

WHEREAS, the long-term environmental and economic vitality of the region is dependent upon the quality and health of Table Rock Lake, Lake Taneycomo, Bull Shoals Lake, and all area streams and ground water, and;

WHEREAS, it is the mutual benefit of the parties hereto to enter into the following agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE COVENANTS AS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS;

1. The term of this agreement will be from **Upon Execution of the Agreement by the Mayor until December 31, 2020.**
2. Septic Hauler agrees to only transport untreated domestic wastewater originating from holding tanks or special waste (defined as septic tank pumpage or waste sludge from package treatment systems) from within Stone and Taney Counties of Missouri and transport to a location in the City's sewer collection system. The exact location to be utilized is to be designated by the City's Utilities Director. Septic Hauler agrees to provide any and all manpower, labor, equipment, and appurtenances necessary to discharge the wastewater into the City's sewer system.
3. Due to loading capacity at the wastewater plants, the City will only accept up to a maximum of 30,000 gallons per day of holding tank waste and up to a maximum of 30,000 gallons per day of septic tank/waste sludge. These wastes will be accepted on a first come first served basis from various septic haulers. Once the maximum gallons per day amount is received, no additional waste will be accepted unless approved by the Utilities Director and only in the event of an environmental emergency.
4. The City agrees to accept holding tank waste and special waste for treatment provided the waste strength is no more than 10,000 mg/1 in Biochemical Oxygen Demand (BOD). However, the City may reject any load or loads or suspend the service at any time. Any waste with greater strength than 10,000 mg/1 is hereby rejected.

5. Septic Hauler agrees to pay to the City on a monthly basis an amount of:

- a) **\$9.45/1000 gallons for holding tank wastes with BOD strength of 0 - 600 mg/l.**
- b) **\$19.97/1000 gallons for special waste (Septic tank waste or waste sludge from package treatment plant) with BOD strength of 600 - 10,000 mg/l.**

Rates for treatment of holding and special wastes are subject to change as determined and established by ordinances set forth and approved by the City Board of Aldermen. These rates are established in City Code, Article II - Section 90-35. Any change in the rates shall take place after thirty (30) days notice from the City to the Septic Hauler. Billing shall be on a monthly basis.

Late payments shall be subject to the requirements of City Code, Article II – Section 90-38. If any bill for services received shall remain due and unpaid from the due date thereof, a five (5) percent late charge shall be added to the next month's bill for said services. Failure to pay an overdue bill within twenty five (25) days from the due date will result in discontinuation and disconnect of services. Services shall not be reconnected until the bill is paid in full, together with a \$20.00 disconnection and reconnection charge. If a five (5) percent late charge is not paid within twenty (25) days of the due date of the bill upon which the charge first appears, service will be discontinued and disconnected and shall not be reconnected until the late fee is paid in full, together with a disconnection and reconnection charge of \$20.00.

- 6. Nothing contained in this agreement shall constitute or be interpreted as a repeal of the City's ordinances or resolutions, or as a waiver of the City's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the City and its inhabitants; nor shall this agreement prohibit the enactment or increase by the City of any tax or fee.
- 7. The parties agree they will cooperate with one another in accomplishing the terms, conditions, and provisions of this agreement, and will execute such additional documents as necessary to effectuate the same.
- 8. Septic Hauler agrees it will hold the City harmless from any and all claims, causes and actions, or liabilities arising out of this agreement or the operation hereunder and will indemnify, save and hold harmless the City against any and all costs, expenses, counsel fees, and judgments resulting there from.
- 9. Both parties agree this agreement represents a complete agreement between the parties and there are no promises of representations or understandings not expressly set out herein. This agreement may only be modified in writing, signed by both parties, and approved by the City and Septic Hauler with the same formalities as this agreement. This agreement may be terminated, at will, by either party after providing a 60-day written notification of the desire to terminate.

10. 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 this 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.

11. The Septic Hauler must have and maintain, at the Septic Hauler'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 Septic Hauler'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 licensed to do business in the State of Missouri with limits of liability not less than two million nine hundred five thousand six hundred sixty-four dollars (\$2,905,664.00) per occurrence for personal injuries (including death) and property damage. The City of Branson must be named as an additional insured.
- B. Automobile liability insurance with a company authorized to do business in the State of Missouri having limits of liability not less than two million nine hundred five thousand six hundred sixty-four dollars (\$2,905,664.00) 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 Septic Hauler will require all Sub-Service Providers to provide and maintain like insurance as set forth above unless the Septic Hauler'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. Septic Hauler understands and agrees that the insurance required under the terms of the contract in no way precludes the Septic Hauler from carrying such other insurance as may be deemed necessary by the Septic Hauler for the operation of the Septic Hauler's business or for the benefit of the Septic Hauler's employees.
 - G. Notwithstanding any other provision of the contract to the contrary, no insurance procured by the Septic Hauler 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 Septic Hauler 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 Septic Hauler 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 Septic Hauler 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 to the attention of CONTRACT MANAGEMENT at 417-335-4354.
11. 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 Septic Hauler at the addresses shown below. 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.

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

13. This agreement is between the parties and does not include any subcontractors or sub-service providers.

IN WITNESS WHEREOF, both parties have executed this agreement on the day and year first above written.

S & S PUMPING, INC.


Authorized Agent

Owner
Title

Address: 107 Summit Pt.

Saddlebrook, MO 65630

Phone: 417 546 2390

Fax: Ø

Tax ID or SSN: 46-0996912

CITY OF BRANSON

E. Edd Akers, Mayor

ATTEST:

Lisa K Westfall, City Clerk

APPROVED AS TO FORM:

Chris #51831 12/9/19
Chris Lebeck #51831, City Attorney

Mail: City of Branson
Attn: Lisa Westfall
110 W Maddux St. Ste 205
Branson, MO 65616

Phone: 417-337-8522



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL AUTHORIZING AN AGREEMENT WITH SW MISSOURI ENGINEERING, LLC DBA COCHRAN FOR PROFESSIONAL DESIGN SERVICES FOR REPLACEMENT OF THE LIFT STATION #17 FORCEMAIN AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: UTILITIES DEPARTMENT

FIRST READING: JANUARY 14, 2020

FINAL READING: JANUARY 28, 2020

EXECUTIVE SUMMARY:

- As a part of the Water and Sewer Capital Improvement Program, Staff recently advertised a Request for Proposal (RFP) for the design and engineering of a replacement forcemain for City sewer Lift Station #17.
- Lift Station 17, which is located on Thelma Doyle Drive in Branson, is used to convey sewage, collected primarily from the Fall Creek watershed, through an existing 3,600 foot 12” PVC forcemain to a gravity sewer manhole located near Dakota Road.
- The existing substandard condition of the forcemain bedding and backfill, coupled with high pressure and flow volumes produced by the station pumps, has over time caused numerous pipe ruptures resulting in sewage spills. These incidents have required repeated system shutdowns, emergency repairs and cleanup operations. The frequent spills prompted the Missouri Department of Natural Resources to submit a letter to the City in 2014 requiring an overall plan to address and correct the matter.
- To correct this situation, Staff recommends replacement of the faulty 12” PVC forcemain. The replacement forcemain will also be up-sized to provide additional capacity for anticipated future growth in the watershed.
- Twelve engineering firms submitted proposals in response to the RFP. They were scored and reviewed by an evaluation team. Staff recommends award of an engineering contract to SW Missouri Engineering, LLC dba Cochran to design a replacement forcemain for Lift Station #17 at a not to exceed cost of \$77,720.00.

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: El 1.1 Action 1.1.3

ATTACHED EXHIBITS:

ITEM/SUBJECT: READING OF A BILL AUTHORIZING AN AGREEMENT WITH SW MISSOURI ENGINEERING, LLC DBA COCHRAN FOR PROFESSIONAL DESIGN SERVICES FOR REPLACEMENT OF THE LIFT STATION #17 FORCEMAIN AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

DETAILED ANALYSIS:

Twelve proposals were received for engineering to upgrade an existing 12” PVC forcemain associated with City sewer Lift Station #17.

The original Lift Station 17 and associated forcemain was installed in the early 1990s by development to convey wastewater flows from the lower Fall Creek basin through a series of three small sewer lift stations and the current 12” PVC forcemain. These assets were transferred to the City shortly after construction and City Staff assumed responsibility for operations and maintenance of the equipment. Numerous operational issues with the existing stations and increased flows caused by development in the area of southwest Branson required the City to begin making upgrades within the system by the year 2000. The construction of two new higher capacity lift stations to replace the three station series was completed in 2003. Due to budget constraints the new stations were connected to the existing 12” PVC forcemain previously installed by development.

After connection of the new stations, numerous failures began to occur in the existing forcemain due to higher operating pressures. Improved operational features were designed and installed at the station by City Staff which reduced the frequency of line breaks and sewer spills. Although breaks were less frequent and not as excessive, some spills continued to occur. In 2014 the Missouri Department of Natural Resources (MDNR) required the City to submit a project plan to correct this condition.

City Staff submitted response information to MDNR which included a commitment to make additional improvements to the existing station alarm features, pumping equipment and pumping functions. The priority of replacing the existing forcemain was also moved up in the long term City capital improvement plan. In addition to MDNR requirements, the City also made improvement in sewer flow management within the Fall Creek watershed by constructing a one million gallon flow equalization basin located at the watershed’s primary sewer pumping station, Lift #21. The latest station improvements and addition of the EQ basin vastly reduced the potential for spills from the system.

To fully correct the forcemain situation Staff recommends proceeding with engineering and design for replacement of the existing 12” PVC main using a pipe material such as ductile iron which is more suitable for the pressure and capacity conditions produced by the station pumping system. From conditions observed during each main break it is also clear proper pipe bedding was not installed during original installation of the forcemain. Large rock has also been observed in contact with the pipe during most excavations. These conditions will only continue to increase the potential for future breaks of the existing main.

Proper pipe materials with proper installation will provide a reliable forcemain and conveyance system. The alignment of the new main will also need to differ from the existing route due to difficult access issues and the requirement to keep the high capacity station in operation during construction. The proposed re-alignment route would have a length of approximately 3,800 linear feet. The proposed replacement forcemain would also be up-sized during the upgrade to meet the demands of future growth in southwest Branson.

ITEM/SUBJECT: READING OF A BILL AUTHORIZING AN AGREEMENT WITH SW MISSOURI ENGINEERING, LLC DBA COCHRAN FOR PROFESSIONAL DESIGN SERVICES FOR REPLACEMENT OF THE LIFT STATION #17 FORCEMAIN AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

Steps needed for the design of this project were described in Request for Proposal (RFP) 2493–25. The RFP identified what criteria firms would need to provide for the City to evaluate and select the best qualifying candidate. At least five references were also required from similar work completed within the last five years.

Engineering firms submitting proposals were:

Allgeier, Martin and Associates, Joplin, Missouri
Bartlett & West, Springfield, Missouri
CFS Engineers
CJW Consultants, Springfield, Missouri
SW Missouri Engineering, LLC, dba Cochran, Union, Missouri
CPWG, Branson, Missouri
Great River Engineering, Springfield, Missouri
McClelland Consulting Engineers, Fayetteville, Arkansas
MECO, Hannibal, Missouri
Rose & McCrary Engineering, Grove, Oklahoma
Rozell Engineering, Branson, Missouri
Veenstra & Kimm, Liberty, Missouri

Staff formed an evaluation team with members including Utilities Director, Mike Ray, Public Works & Engineering Director, Keith Francis, Utilities Operations and Development Manager, Kendall Powell, and Assistant City Engineer, Matt Filice. The team first scored each proposal individually and then met to compare rankings. After discussion of opinions, the team selected Cochran Engineering as the top ranking firm for this project.

Cochran’s proposal was very detailed and was, in the Staff’s opinion, the most comprehensive in discussion to project approach. The firm is also highly experienced in the type of work to be performed. Comments from references provided by Cochran indicate the firm is an extremely interactive company that builds strong working relationships with their clients.

On August 28, 2019 Staff submitted the proposal evaluation information to the Capital Improvements Committee. After review and discussion of the information the Committee unanimously agreed with the evaluation team’s selection and voted to direct Staff to negotiate a contract with Cochran Engineering for consideration by the Board of Aldermen.

Staff met with representatives of Cochran Engineering to form a detailed Scope of Work outlining tasks that Cochran will perform for design of the improvements and the ensuing construction. A price to perform the work was negotiated at a not to exceed cost of \$77,720.00. This amount is within Staff’s cost estimate and the percentage of engineering cost that is considered acceptable, under the Qualifications Based Selection (QBS) guidelines for professional services, when compared to the construction cost estimate.

Funds are available in the 2020 fiscal budget for this expense.

BILL NO. 5773

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH SW MISSOURI ENGINEERING LLC, DBA COCHRAN, FOR PROFESSIONAL DESIGN SERVICES FOR REPLACEMENT OF THE LIFT STATION #17 FORCEMAIN AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson received proposals for design of the Lift Station #17 forcemain replacement; and

WHEREAS, a contract to perform the necessary design with SW Missouri Engineering LLC, dba Cochran, has been recommended for approval by Staff; and

WHEREAS, the Board of Aldermen desires to award the contract for design of the Lift Station #17 forcemain replacement.

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

Section 1: The Board of Aldermen hereby executes an Agreement with SW Missouri Engineering LLC, dba Cochran, for design of the Lift Station #17 forcemain replacement with a not-to-exceed amount of \$77,720.00 and authorizes the Mayor to execute the contract attached hereto as Exhibit "1".

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

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

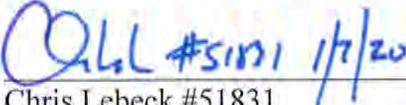
Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this ____ day of _____, 2020.

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk



Chris Lebeck #51831
City Attorney

ROUTING ORDER		(1) CONTRACT MGMT.	(2) CITY ATTORNEY
		(3) CITY ADMINISTRATOR	(4) ORIGINATING DEPT. (5) CONSULTANT
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> RENEWAL OF CONTRACT NO. _____	
CITY		CONSULTANT	
CITY OF BRANSON 110 W. MADDUX, SUITE 310 BRANSON, MO 65616 PHONE: (417) 243-2740 FAX: (417) 334-9519 CONTRACT ADMINISTRATOR: MIKE RAY, DIRECTOR DEPT: UTILITIES		NAME: SW MISSOURI ENGINEERING, LLC DBA COCHRAN ADDRESS: 2804 N. BIAGIO STREET, OZARK MO 65721 PHONE: 417-595-4108 FAX: 417-595-4109 ATTN: CHRIS BOONE, P.E. SSN/EIN: 82-2087027	

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

WHEREAS, the City of Branson requires professional engineering services in connection with engineering design of the Lift Station 17 Force Main Replacement. This Agreement is made as of the 30 day of December, 2019, by and between the City of Branson, Missouri (hereinafter referred to as CITY) and SW Missouri Engineering LLC, dba Cochran, specializing in consulting engineering services (hereinafter referred to as ENGINEER).

WHEREAS, CITY and ENGINEER, in consideration of their mutual covenants agree as follows: ENGINEER shall serve as CITY's professional engineering consultant per the assignments delineated in writing in this Agreement and the attached scope of work, and shall give consultation and advice to CITY during the performance of its services. All services shall be performed under the direction of a professional engineer registered in the State of Missouri, and qualified in a field relevant to the services required by the scope of this Agreement.

Neither ENGINEER nor any of its agents shall act on behalf of, or in the name of CITY, except as provided in this Agreement.

SECTION I – AUTHORIZATION OF SERVICES & STANDARD OF CARE

- 1.1 Services on any assignment shall be undertaken only upon written authorization of CITY and agreement of ENGINEER pursuant to this Agreement and the scope of work.
- 1.2 Assignments are delineated in this Agreement and the attached scope of work. CITY shall not compensate ENGINEER for items outside of these parameters.

- 1.3 The standard of care for ENGINEER under this Agreement shall be the care and skill used by members of the engineering profession practicing the best and most current engineering practices for municipalities in the United States of America.

SECTION 2 – BASIC SERVICES OF ENGINEER

2.1 General

- 2.1.1 ENGINEER shall perform professional engineering services in connection with the specifically authorized Project as provided for in this Agreement and Scope of Work attached hereto as Exhibit “A” to this Agreement and named as Lift Station 17 Force Main Replacement.
- 2.1.2 Except as provided in this Agreement all communication between ENGINEER and any Contractor or Subcontractor shall only be through CITY.
- 2.1.3 ENGINEER understands that time is of the essence in this Agreement, and services shall be rendered promptly to not delay CITY or any applicable Contractor.
- 2.1.4 ENGINEER shall be responsible to CITY for costs of errors or omissions by ENGINEER or its consultant.
- 2.1.5 ENGINEER shall coordinate the services of all design consultants for the Project, including any design consultants retained by CITY.

2.2 Final Design Phase

- 2.2.1 ENGINEER shall furnish to CITY such documents and design data as may be required for, and assist in the preparation of the required documents so that CITY may secure approval from Missouri Department of Natural Resources, US Corps of Engineers, Missouri Dept. of Conservation and such other governmental authorities as have jurisdiction over design criteria applicable to the Project.
- 2.2.2 ENGINEER shall advise CITY of adjustments in excess of ten percent of the construction cost estimate for the Project caused by changes in scope, design requirements of construction costs and furnish a revised construction cost estimate for the Project based on the final Contract Drawings and Bid Documents.
- 2.2.3 ENGINEER shall furnish three approval copies of the final Contract Drawings and Bid Documents for the improvements.
- 2.2.4 All plans, specifications, estimates, drawings and documents prepared or furnished by the ENGINEER shall conform to federal and state laws and CITY ordinances.
- 2.2.5 ENGINEER shall furnish one (1) set of full size (24” X 36”) wetsealed approved final Contract Drawings and one (1) set of wetsealed approved final contract Specifications. Engineer shall also provide the final approved drawings in pdf format and the final approved specifications in Word format.

2.3 Bidding and Construction Phase

- 2.3.1 ENGINEER shall answer questions from bidders during bidding process.
- 2.3.2 ENGINEER shall assist CITY in preparation of Contract Addenda.
- 2.3.3 ENGINEER shall attend Bid Opening and provide a bid tabulation and recommendation.
- 2.3.4 ENGINEER shall attend Preconstruction Conference.
- 2.3.5 ENGINEER shall provide technical support throughout the project as requested and as provided for in this Agreement and the attached scope of work.
- 2.3.6 ENGINEER shall assist CITY and contractor during startup operations as provided in this Agreement and the attached scope of work.
- 2.3.7 ENGINEER shall attend construction related meetings during the construction of the project when requested to do so in writing by CITY.
- 2.3.8 ENGINEER shall review submittals and shop drawings when requested in writing by CITY provided by the Contractor for compliance with the plans and specifications.
- 2.3.9 ENGINEER shall complete a final inspection and record any deficiencies not complying with the plans and specifications.
- 2.3.10 ENGINEER shall furnish to CITY record drawings which include all revisions made during construction. Deliverables shall be 1 (one) full size (24" X 36") set of drawings as well as a flash drive or CD with the record drawing AutoCAD DWG files.
- 2.3.11 Engineer shall provide a letter to the city stating the project was constructed in substantial conformance to the project contract documents and design intent.

SECTION 3 – ADDITIONAL SERVICES OF ENGINEER

- 3.1 Services outside the scope of this Agreement will be agreed to by CITY and ENGINEER, and provided for in an amendment to this Agreement, approved as required by CITY's municipal code.
 - 3.1.1 ENGINEER shall serve as a witness and be prepared to serve as a witness for the CITY in any litigation or other proceedings involving the Project.

SECTION 4 – RESPONSIBILITIES OF CITY

- 4.1 Within a reasonable time CITY, to facilitate the authorized activities of ENGINEER, shall provide information in the CITY's possession to meet the requirements of this Project.
- 4.2 Assist ENGINEER by providing available information when requested pertinent to this Agreement including previous reports and any other available data relative thereto.
- 4.3 Provide access to and make all provisions for ENGINEER to enter upon public and private property under the control of CITY as required for ENGINEER to perform services under this Agreement.

- 4.4 Examine, in a timely manner, all studies, reports, sketches, estimates, Bid Documents, Drawings, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto necessary for the completion of this Agreement.
- 4.5 Provide such professional legal, accounting, financial and insurance counseling services as may be required for the Project. The final decision concerning what is required is the CITY and the CITY's alone.
- 4.6 The CITY's relevant departmental director or his assignee shall serve as CITY'S representative with respect to the services to be performed under this Agreement. This role shall include providing instructions, receiving information, and interpreting and defining CITY's policies in respect to materials, equipment, elements, services, and systems to be used in the Project as described in this Agreement and the attached scope of work.
- 4.7 Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any defect in the Project.
- 4.8 Furnish all required approvals and permits from governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 4.9 Furnish or direct ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.

SECTION 5 – PERIOD OF SERVICE

- 5.1 This Agreement shall become effective after signature of all parties as provided for by the City of Branson Municipal Code.
- 5.2 This Agreement shall be applicable to all assignments to ENGINEER authorized by CITY pursuant to the tasks included in this Agreement and the attached scope of work.
- 5.3 Upon mutual agreement of the parties, this Agreement may be extended, renegotiated or terminated.
- 5.4 Performance time for individual assignments shall be agreed upon at the time of authorization. Work shall be started within ten (10) days of authorization of Notice to Proceed.
- 5.5 ENGINEER shall complete the design phase within 240 days from the notice to proceed or February 3, 2020, whichever is later, provided that CITY has met its responsibilities as outlined in Section 4. Construction support will be provided as necessary during the ensuing 240 day construction period for the project which is anticipated to begin February 15, 2021. In the event CITY's review, examination or approval exceeds 30 days, and/or review and approval from all governmental agencies having jurisdiction over the design criteria is not received in a timely manner, both CITY and ENGINEER may agree to renegotiate the completion date herein stated and provide such extension as an amendment to this Agreement to be approved as provided for in the CITY's municipal code. ENGINEER understands that time is of the essence in this Agreement, and failure to perform in accordance with the timelines presented herein result in a material default of this agreement.

SECTION 6 – PAYMENTS TO ENGINEER

6.1 Amount of Payment:

- 6.1.1 For services performed, CITY shall pay ENGINEER the sum of amounts determined as follows: for time spent by personnel, payment at the hourly rates indicated in the Cochran “2019 Hourly Fee Schedule” form, included as Exhibit B, which will remain at provided amounts during the duration of the agreement period outlined in Section 5 - 5.5.
- 6.1.2 Expenses incurred by ENGINEER, such as authorized travel and subsistence including airfare, food, lodging, automobile rental, commercial services, and incidental expenses, shall be included in the not to exceed amount of this Agreement.
- 6.1.3 Reproduction, printing, long-distance telephone calls, company vehicle usage, testing apparatus, computer services and computer-assisted drafting (CAD), amounts will be charged according to the ENGINEER’S standard rates in effect at the time service is provided and shall also be included in the not to exceed cost of this Agreement.
- 6.1.4 Professional services rendered to complete the tasks envisioned in this Agreement and the attached scope of work by others as subcontractor(s) to ENGINEER such as any surveying, real property descriptions, soil borings, subsurface investigations, laboratory testing, field quality control tests, progress photos, or other activities required as provided for in section 4.6 shall be included in the not to exceed cost of this Agreement.

6.2 Maximum Amount of Payment

Payment for services rendered under this Agreement shall be subject to the following limitations:

- 6.2.1 Preliminary Design Services, Final Design & Bidding and Construction Phase Services shall be billed on a time and expense basis with total payment to the ENGINEER not to exceed the following maximum fee, without formally amending this Agreement:

Preliminary Design	\$ 6,341.00
Topographic Survey	\$ 7,220.00
Final Design	\$48,184.00
Easement Exhibits & Legal Descriptions	<u>\$ 4,500.00</u>
Total Design	\$66,245.00
Construction Administration Support	<u>\$11,475.00</u>
Total Construction Support	\$11,475.00
Total Not to Exceed	\$77,720.00

- 6.2.2 Additional services and costs may be included in this Agreement as provided for by amendment, as provided for by the CITY’S municipal code.

6.3 Method of Billing

- 6.3.1 A monthly statement shall be rendered by the ENGINEER to CITY describing all engineering services performed during that month.

6.4 Payment

- 6.4.1 Payment for engineering services shall be due 30 days after receipt of billing and acceptance of the ENGINEER'S work. CITY may withhold from payment such amount as will, in CITY'S discretion, protect CITY from any loss, damage or default caused by ENGINEER. Making of payments shall not constitute waiver of any claims by CITY.

SECTION 7- GENERAL CONSIDERATIONS

7.1 Estimates

Estimates of construction cost provided for herein shall be made on the basis of ENGINEER'S experience and qualifications and represent its best judgement as a design professional firm familiar with the construction industry, and specifically the costs associated with the Work required for this Project.

- 7.2 ENGINEER shall indemnify, protect and hold CITY harmless from and against any and all claims, demands, liabilities and costs, including attorneys' fees, arising from claims under The Worker's Compensation Law. Claims for contract damages, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the ENGINEER'S employees or of any person other than his employees and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom, to the extent that any such claims, demands, liabilities and costs are the result of a negligent act, error or omissions of ENGINEER, ENGINEER will defend, indemnify, and hold CITY harmless from claims and demands arising as a result of ENGINEER'S nonprofessional liability which is covered by ENGINEER'S comprehensive general liability insurance policy, and from claims and demands arising out of the award of this contract.

- 7.2.1 ENGINEER assumes full responsibility for relations with any third parties acting as consultants, subcontractors, agents, suppliers or laborers of the ENGINEER, and shall indemnify and hold CITY harmless from and against, any and all liability, suits, claims, damages, costs (including reasonable attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with the ENGINEER'S performance of this contract. Prior to engaging any consultant, ENGINEER shall obtain CITY'S consent in writing, which will not be unreasonably withheld if necessary to complete the scope of this Agreement. Final decision on the necessity of such assistance shall be the CITY'S alone.

7.3 Termination

This Agreement may be terminated by either party by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. CITY retains the right to terminate the Agreement without cause upon payment of all authorized services as provided up to that time falling under the terms of this Agreement and the attached scope of work.

7.4 Ownership of Documents

All documents, including original drawings, estimates, specifications, written design criteria and written reports made pursuant to this Agreement are and remain the property of the CITY. The ENGINEER shall furnish to CITY a set of reproducible record prints of drawings and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the CITY will use them fully in connection with the project and will not sell them, reuse or permit the

reuse of said documents by others in connection with another facility. The transfer of ownership of documents shall not constitute the transfer of any ownership or granting of a license in any proprietary rights that the ENGINEER may have in any data, designs, processes or other information incorporated in the documents.

7.5 Insurance

The ENGINEER will secure and maintain such insurance as will protect it or any of its employees from claims under any worker's compensation laws, claims for damages because of bodily injury including personal injury, sickness or disease, or death, and from claims for damages because of injury to or destruction of tangible property including loss of use therefrom.

7.5.1 General Liability Insurance. ENGINEER shall maintain General Liability Insurance with a company licensed to do business in the State of Missouri. The policy shall meet the scope or extent of the city's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo (Supp 1995). CITY must be named as an additional insured.

7.5.2 Automobile Liability Insurance. ENGINEER shall maintain Automobile Liability Insurance with a company authorized to do business in the State of Missouri. The policy shall meet the scope or extent of the city's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo (Supp 1995). CITY must be named as an additional insured.

7.5.3 Workers' Compensation Insurance. ENGINEER shall maintain Worker's 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).

7.5.4 ENGINEER shall maintain Professional Liability Insurance with an Insurer approved by CITY in the amount of at least One Million Dollars (\$1,000,000.00). All deductibles and Self-insured Retention must be paid by ENGINEER.

7.5.5 ENGINEER shall provide Certificate of Insurance in the amounts and terms set forth above at the commencement of this Agreement and at any other time requested by CITY.

7.6 No salaried officer or employee of CITY shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

7.7 ENGINEER 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 ENGINEER or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

7.8 ENGINEER is an independent contractor and nothing contained herein shall constitute or designate the ENGINEER or any of its agents or employees as agents or employees of the CITY.

7.9 ENGINEER shall not be entitled to any of the benefits established for the employees of the CITY nor be covered by the Workmen's Compensation Program of the CITY.

7.10 Successor and Assigns

CITY and ENGINEER each binds himself and its successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of

such other party, in respect to all covenants of this Agreement, except as above, neither CITY nor ENGINEER shall assign, sublet or transfer its interest in the Agreement without the written consent of the other.

7.11 Notices

All notices required to be in writing may be given by first-class mail addressed to CITY at 110 W. Maddux, Branson, Missouri, and ENGINEER at 2804 N. Biagio Street, Ozark MO 65721. The date of delivery of any notice shall be the second full day after the date of its mailing.

7.12 Jurisdiction

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

7.13 Extent of Agreement

This Agreement represents the entire and integrated agreement between CITY and ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and ENGINEER.

IN WITNESS WHEREOF, the City of Branson, by and through its Mayor, and SW Missouri Engineering LLC, dba Cochran, by its authorized officer have made and executed this Agreement as of the day and year first above written.

SW Missouri Engineering, LLC
dba Cochran

CITY OF BRANSON, MISSOURI

By: Chris Boone 12/30/19
(Signature) Date

E. Edd Akers Date
Mayor

Name: Christopher Boone
(Printed Name)

ATTEST:

Title: President

Company Name: SW Missouri Engineering, LLC
DBA Cochran

Lisa K Westfall Date
City Clerk

Address: 2804 N. Biagio Street
Ozark, MO 65721

APPROVED AS TO FORM:

Phone: 417-595-4108

E-Mail: Chris@cochraneng.com

CEL #51821 12/15/19
Chris Lebeck #51821 Date
City Attorney

Tax ID: 82-2087627

EXHIBIT A TO AGREEMENT
FOR PROFESSIONAL ENGINEERING SERVICES
LIFT STATION 17 FORCE MAIN REPLACEMENT SCOPE OF WORK
CITY OF BRANSON, MO

ITEM 1: PRELIMINARY DESIGN

SCOPE OF WORK:

1. Prepare conceptual design for force main alignment options. Cochran will review alignment options with the City and recommend the most feasible force main alignment. The alignment shown in Exhibit 1, attached hereto, will be included in the feasibility analysis.
2. Prepare a preliminary construction cost estimate for each option under consideration.

FEE:

The fees for the professional services outlined in **Item 1** of this proposal shall be paid on a time and expense basis not to exceed \$6,341.00.

ITEM 2: TOPOGRAPHIC SURVEY

SCOPE OF WORK:

1. Acquire deeds and plats for all parcels affecting the design corridor as shown on the attached Exhibit 1.
2. Search for and locate monuments (Iron rods, iron pipes, stones, etc.) and evidence of possession.
3. Resolve the parcel lines along the design corridor.
4. Obtain ground elevations to generate contours at 1-foot intervals on the design corridor, roughly 50 foot wide.
5. Locate existing improvements inside of the design corridor.
6. Locate existing public utilities from observed evidence together with markings by "Missouri One Call".
7. Establish a benchmark onsite, (NAVD 1988).
8. Prepare the base drawing in ACAD/Civil 3D format for incorporation into design plans.

FEE:

The fees for the professional services outlined in **Item 2** of this proposal shall be paid on a time and expense basis not to exceed \$7,220.00.

ITEM 3: FINAL DESIGN

SCOPE OF WORK

1. Design approximately 3,800 lineal feet of new ductile iron force main. This proposal assumes the new force main will run generally along the alignment shown on Exhibit 1. Actual alignment to be confirmed through Preliminary Design Phase. Hydraulic analysis for sizing of force main and

lift station pump performance will be performed.

2. Prepare 60% and 90% plans for owner review and approval. Plans will be prepared in accordance with Missouri Department of Natural Resources and Owner requirements
3. Permitting of new force main with the Missouri Department of Natural Resources to obtain a Construction Permit. Cochran will prepare the MDNR construction permit application for signature by Owner.
4. Prepare Project Manual for use in bidding and construction. The project manual will contain standard contract documents (front end documents) provided by the City of Branson. Technical specifications and special provisions will be prepared by Cochran.
5. Prepare final engineer's cost estimate.
6. Participate and assist in pre-bid meeting, bid openings, contractor selection, and pre-construction meeting. Cochran will also prepare a bid tabulation and letter of recommendation for awarding the construction contract.

FEE:

The fees for the professional services outlined in **Item 3** of this proposal shall be paid on a time and expense basis not to exceed \$48,184.00.

ITEM 4: EASEMENT EXHIBITS AND LEGAL DESCRIPTION

SCOPE OF WORK:

1. Prepare Easement Exhibits and Legal Descriptions for parcels along the new force main for use in legal counsel in preparation of documentation for acquisition of easements. Approximately ten (10) exhibits and legal descriptions will be required.

FEE:

The fees for the professional services in **Item 4** of this proposal shall be paid on a time and expense basis not to exceed \$4,500.00.

ITEM 5: CONSTRUCTION ADMINISTRATION SUPPORT

SCOPE OF WORK:

Per the request for proposals, City Staff will handle the daily contract administration, inspection and pay request review. Cochran will be available to provide the following services:

1. Cochran will provide periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work in progress conforms to the contract documents. The Engineer will accompany City representatives on visits to the project site as requested. Cochran will not be performing full time inspection.
2. Review shop drawings and submittals.
3. Respond to RFI's and provide technical support throughout the project.

4. Participate in final inspection and provide Punch List. Provide letter of conformance for all work completed by Contractor upon acceptance of the project.
5. Provide as-built drawings upon completion of the project.

FEE:

The fees for the professional services outlined In **Item 5** of this proposal shall be paid on a time and expense basis not to exceed \$11,475.00.

SERVICES NOT INCLUDED:

1. Architectural Services
2. Environmental/Wetlands/Asbestos Studies or Reports
3. Recording and Permit Fees
4. Construction Inspection/Stakeout
5. ALTA/NSPS Land Title Surveys
6. Boundary Surveys
7. Subdivision or Rezoning of property
8. Design of modifications to Lift Station 17, such as new pumps, controls, emergency storage, etc.
9. Design or modifications to receiving gravity sewer
10. Inflow and Infiltration Studies.

OWNERS RESPONSIBILITY:

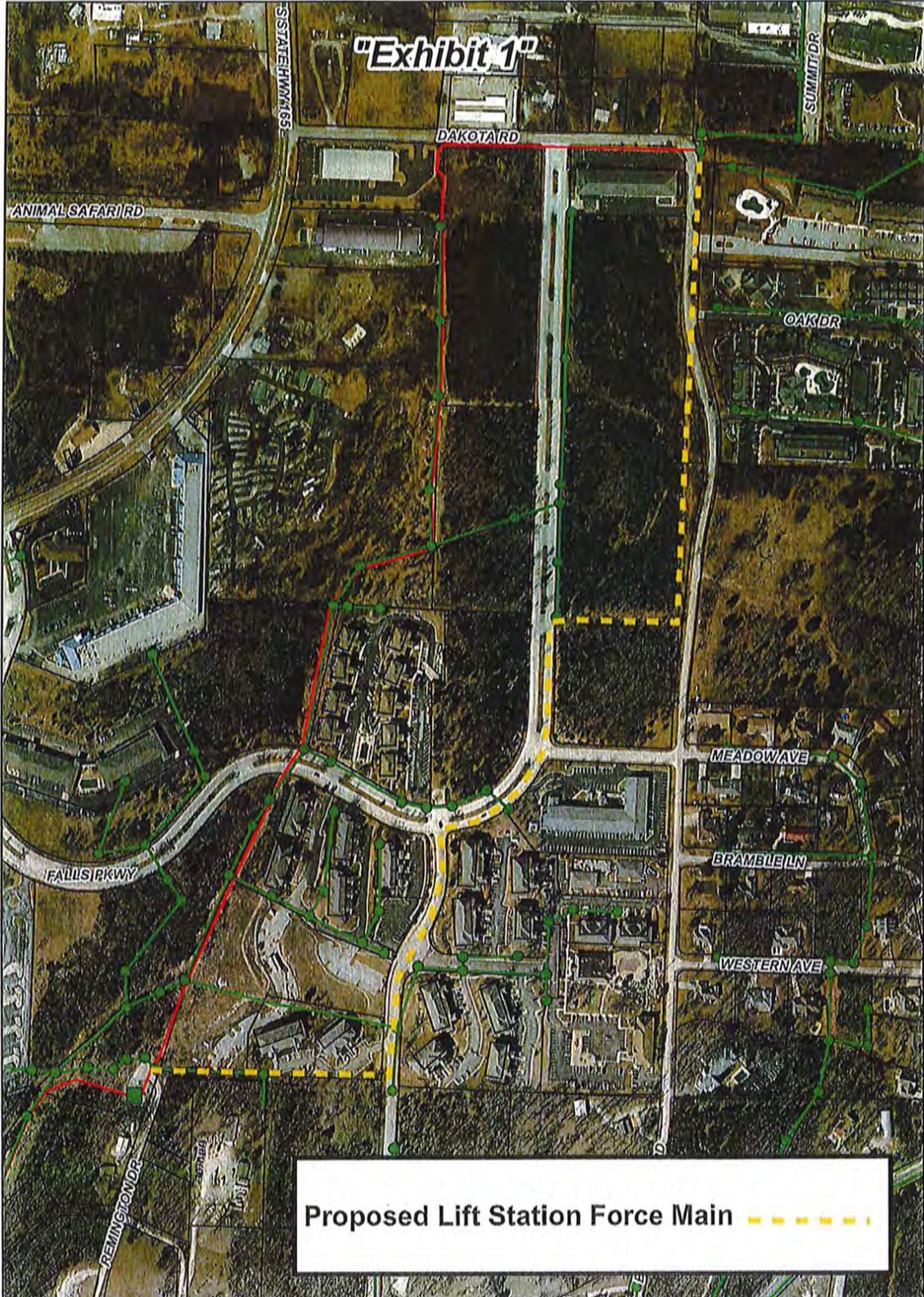
1. The Owner shall give prompt and thorough consideration to all sketches, drawings, bid documents and other documents laid before him. Prompt decisions will be required if project is to proceed on schedule.
2. Advertisement and receipt of construction bids.
3. Construction Inspection.

TOTAL FEE:

The fees for the professional services outlined in this proposal shall be paid on a time and expense basis with a not to exceed total fee as summarized in the following table.

ITEM NO. 1 – PRELIMINARY DESIGN	\$ 6,341.00
ITEM NO. 2 – TOPOGRAPHIC SURVEY	\$ 7,220.00
ITEM NO. 3 – FINAL DESIGN	\$48,184.00
ITEM NO. 4 – EASEMENT EXHIBITS & LEGAL DESCRIPTIONS	\$ 4,500.00
<u>ITEM NO. 5 – CONSTRUCTION ADMINISTRATION SUPPORT</u>	<u>\$11,475.00</u>
 TOTAL	 \$77,720.00 (Not to exceed)

"Exhibit 1"



Proposed Lift Station Force Main - - - - -



Architecture • Civil Engineering • Land Surveying • Site Development • Geotechnical Engineering • Inspection & Materials Testing

2019 Hourly Fee Schedule

The following is a list of hourly rates for our Fee Service Contracts. Effective January 1, 2019, these rates will apply to all projects performed on a time and expense basis.

<u>Title</u>	<u>Charge-Out</u>
Principal	\$ 150.00
Managing Engineer	\$ 140.00
Engineer 1	\$ 130.00
Engineer 2	\$ 120.00
Engineer 3	\$ 105.00
Engineer 4	\$ 95.00
Engineer 5	\$ 85.00
Senior Architect	\$ 140.00
Architect 1	\$ 115.00
Architect 2	\$ 105.00
Architect 3	\$ 95.00
Managing Surveyor	\$ 130.00
Surveyor 1	\$ 120.00
Surveyor 2	\$ 110.00
Surveyor 3	\$ 100.00
Senior Manager	\$ 85.00
Secretary	\$ 55.00
Field Manager	\$ 70.00
Inspector	\$ 70.00
Technician	\$ 50.00
MoDOT Certified Technician	\$ 57.50
Drafter/Survey Tech 1	\$ 95.00
Drafter/Survey Tech 2	\$ 85.00
Drafter/Survey Tech 3	\$ 75.00
Drafter/Survey Tech 4	\$ 60.00
One Man Survey Crew	\$ 110.00

Note:

*Survey Field crew prices will vary depending upon the Survey Tech assigned to the project.
*Overtime rate of 1.5 times the regular rate will be charged for hours worked after 8 hours per day, Saturdays, Sundays, or Holidays.

8 East Main Street Wentzville, MO 63385 Phone: 636-332-4574 Fax: 636-327-0760	737 Rudder Road Fenton, MO 63026 Phone: 314-842-4033 Fax: 314-842-5957	530A East Independence Drive Union, MO 63084 Phone: 636-584-0540 Fax: 636-584-0512	534 Maple Valley Drive Farmington, MO 63640 Phone: 573-315-4810 Fax: 573-315-4811	2804 N. Biagio Street Ozark, MO 65721 Phone: 417-595-4108 Fax: 417-595-4109	905 Executive Drive Osage Beach, MO 65065 Phone: 573-525-0299 Fax: 573-525-0298
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www.cochraneng.com

Initials _____



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL AUTHORIZING AN AGREEMENT WITH SW MISSOURI ENGINEERING, LLC DBA COCHRAN FOR PROFESSIONAL DESIGN SERVICES TO ENGINEER UPGRADES FOR THE SPRING CREEK WATER AND SEWER SYSTEMS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

INITIATED BY: UTILITIES DEPARTMENT

FIRST READING: JANUARY 14, 2020

FINAL READING: JANUARY 28, 2020

EXECUTIVE SUMMARY:

- Included in the Request for Proposal to design replacement of the forcemain of Lift Station #17 was a request for engineering firms to also submit their information to engineer upgrades to the water and sewer systems currently serving the Spring Creek Neighborhood, located on Spring Creek Road.
- In 2006, the City provided a water service connection to the Spring Creek Neighborhood after their private well was found to be contaminated. The City also provided sewer service to the same area in 2005 through a single connection to an existing private sewer collection system.
- An arrangement was made between the City and the Spring Creek Property Owners' Association for the water connection, outlining payment and maintenance responsibilities; however, no formal contract was created. The sewer connection was made through an agreement; however, there are no provisions clearly outlining maintenance and repair responsibilities of the existing Spring Creek sewer collection lines.
- The Spring Creek Property Owners' Association allowed their registry to dissolve in 2012 leaving the City with no formal contact to conduct business related to water and sewer issues and no organized group to address and repair water leaks which are occurring on the Spring Creek side of the City connection. These circumstances have lead to leaks that go unrepaired for extended periods and the City has been unable to recover the cost of the lost water. Staff recommends extending new water and sewer mains for improved service to Spring Creek and the surrounding properties.
- Twelve engineering firms submitted proposals in response to the RFP. They were scored and reviewed by an evaluation team. Staff recommends award of an engineering contract to SW Missouri Engineering, LLC dba Cochran to design the Spring Creek water and sewer system upgrades at a not to exceed cost of \$92,647.00.

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: El 1.1 Action 1.1.3

ATTACHED EXHIBITS:

ITEM/SUBJECT: READING OF A BILL AUTHORIZING AN AGREEMENT WITH SW MISSOURI ENGINEERING, LLC DBA COCHRAN FOR PROFESSIONAL DESIGN SERVICES TO ENGINEER UPGRADES FOR THE SPRING CREEK WATER AND SEWER SYSTEMS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

DETAILED ANALYSIS:

Twelve proposals were received for engineering to upgrade the existing water distribution system and sanitary sewer collection system serving the Spring Creek Subdivision, located on Spring Creek Road.

Spring Creek Water Distribution System

The Spring Creek residential subdivision, which is located outside of and adjacent to the Branson city limits, is currently provided water and sewer service by the City of Branson. In 2004 the groundwater well used to provide the subdivision was found to have bacterial contamination. At that time the property owners' association for this subdivision, along with the Missouri Department of Natural Resources (MDNR), reached out to the City of Branson for the possibility of providing City water to this area.

An arrangement was made in 2006 to extend a 2" domestic water line from a nearby City main to the existing subdivision water distribution system. A master water meter was installed between the systems to measure the total amount of water supplied to the subdivision. The Property Owners Association also installed individual water meters at each residence and the City agreed to read the individual meters monthly for billing purposes. The residents agreed to pay their individual water bills and the Association agreed to pay for any amount of water use through the master meter which exceeded the total sum of water registered through all individual meters. This arrangement worked for a period of time; however, the Association was eventually dissolved leaving no contact for the City to conduct business.

Frequent leaks now occur within the subdivision's private lines. Due to financial constraints, the current homeowners are not able to properly maintain and repair the existing substandard system within the subdivision. Water leaks that form in lines between the City's master meter and the individual customer meters are going unrepaired for long periods of time resulting in substantial water loss and water bills amounting to thousands of dollars which the residents are unable to pay. Water termination to the area was considered; however, the residents are paying for the amount of water consumed through their individual meters.

City Staff researched options to possibly upgrade the existing Spring Creek system. From this preliminary review, it was determined that extending new public water mains through the Spring Creek Subdivision would certainly benefit Spring Creek and in turn, there could be an additional benefit to the Palace View Development, to the west of Spring Creek, by looping existing City water mains in that area thus providing a redundant feed to Palace View. The improvements could also be utilized to supply water to annexed areas to the east of Spring Creek that are currently unserved. With these considerations, the extension of water mains would be a beneficial community project by not only upgrading the system within Spring Creek to meet current City standards for reliable domestic water service and adequate fire protection but at the same time improve water service to other annexed areas of the City.

Staff recommends proceeding with necessary engineering to make the improvements that would correct the previous Spring Creek arrangements and at the same time enhance the overall City water distribution service in the areas near the neighborhood.

ITEM/SUBJECT: READING OF A BILL AUTHORIZING AN AGREEMENT WITH SW MISSOURI ENGINEERING, LLC DBA COCHRAN FOR PROFESSIONAL DESIGN SERVICES TO ENGINEER UPGRADES FOR THE SPRING CREEK WATER AND SEWER SYSTEMS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

Spring Creek Sanitary Sewer System

The existing sewer lines within the Spring Creek Sanitary Sewer System consist of residential type 4” pipes that are not accessible for City maintenance equipment. The existing Spring Creek system was connected to the City’s central sewer system at a single point of connection through a County funded project in 2005. The intent at that time was for the Spring Creek property owners to maintain the sewers within the subdivision and the City would be responsible to accept the sewer flows for treatment. In the process an existing private sewage lagoon serving Spring Creek, which could not meet regulatory effluent limits, was eliminated.

The sewer agreement that exists does not clearly explain the responsibility of maintenance, no recording was imposed on individual property deeds identifying responsibilities for maintenance and in conjunction, the neighborhood property owners’ association, which would have been responsible for maintenance and repair of the sewer lines in the neighborhood, no longer exists.

Given the fact that the system serves multiple individually owned properties, MDNR will consider the subdivision’s sewer system public and the responsibility for repair will fall on the City when future problems occur. If it is decided to proceed with the design to upgrade the subdivision water system, Staff recommends proceeding with design to replace the existing sewer system within the subdivision at the same time with a public gravity system that meets current City design standards and is easily accessible for maintenance by City crews and equipment.

The steps needed for the design of this project was described in Request for Proposal (RFP) 2493–25. The RFP identified what criteria firms would need to provide for the City to evaluate and select the best qualifying candidate. At least five references were also required of similar work completed within the last five years.

Engineering firms submitting proposals were:

Allgeier, Martin and Associates, Joplin, Missouri
Bartlett & West, Springfield, Missouri
CFS Engineers
CJW Consultants, Springfield, Missouri
SW Missouri Engineering, LLC, dba Cochran, Union, Missouri
CPWG, Branson, Missouri
Great River Engineering, Springfield, Missouri
McClelland Consulting Engineers, Fayetteville, Arkansas
MECO, Hannibal, Missouri
Rose & McCrary Engineering, Grove, Oklahoma
Rozell Engineering, Branson, Missouri
Veenstra & Kimm, Liberty, Missouri

Staff formed an evaluation team with members including Utilities Director, Mike Ray, Public Works & Engineering Director, Keith Francis, Utilities Operations and Development Manager, Kendall Powell, and Assistant City Engineer, Matt Filice. The team first scored each proposal

ITEM/SUBJECT: READING OF A BILL AUTHORIZING AN AGREEMENT WITH SW MISSOURI ENGINEERING, LLC DBA COCHRAN FOR PROFESSIONAL DESIGN SERVICES TO ENGINEER UPGRADES FOR THE SPRING CREEK WATER AND SEWER SYSTEMS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

Individually and then met to compare rankings and opinions. After discussion of opinions, the firm being recommended by Staff for the engineering and design of this project is SW Missouri Engineering, LLC, dba Cochran Engineering as the top ranking firm for this project.

Cochran's proposal was very detailed and is, in the Staff's opinion, the most comprehensive in discussion to project approach. The firm is also highly experienced in the type of work to be performed. Comments from references provided by Cochran indicate the firm is an extremely interactive company that builds strong working relationships with their clients.

On August 28, 2019 Staff submitted the proposal evaluation information to the Capital Improvements Committee. After review and discussion of the information the Committee unanimously agreed with the evaluation team's selection and voted to direct Staff to negotiate a contract with Cochran Engineering for consideration by the Board of Aldermen.

Staff met with representatives of Cochran Engineering to form a detailed Scope of Work outlining tasks that Cochran will perform for design of the improvements and the ensuing construction. A price to perform the work was negotiated at a not-to-exceed cost of \$92,647.00. This amount is within Staff's cost estimate and the percentage of engineering cost that is considered acceptable, under the Qualifications Based Selection (QBS) guidelines for professional services, when compared to the construction cost estimate.

Funds are available in the 2020 fiscal budget for this expense.

BILL NO. 5774

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH SW MISSOURI ENGINEERING LLC, DBA COCHRAN, FOR PROFESSIONAL DESIGN SERVICES TO ENGINEER UPGRADES FOR THE SPRING CREEK WATER AND SEWER SYSTEMS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City Branson received proposals for design of the Spring Creek water and sewer system upgrades; and

WHEREAS, a contract to perform the necessary design with SW Missouri Engineering LLC, dba Cochran, has been recommended for approval by Staff; and

WHEREAS, the Board of Aldermen desires to award the contract for Spring Creek water and sewer system designs.

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

Section 1: The Board of Aldermen hereby executes an Agreement with SW Missouri Engineering LLC, dba Cochran, for design of Spring Creek water and sewer system upgrades with a not-to-exceed amount of \$92,647.00 and authorizes the Mayor to execute the easements attached hereto as Exhibit "1".

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

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

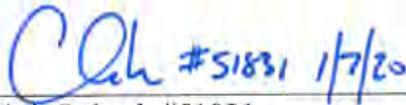
Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this ____ day of _____, 2020.

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K. Westfall
City Clerk

 #51831 1/7/20

Chris Lebeck #51831
City Attorney

ROUTING ORDER		(1) CONTRACT MGMT.	(2) CITY ATTORNEY
		(3) CITY ADMINISTRATOR	(4) ORIGINATING DEPT. (5) CONSULTANT
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> RENEWAL OF CONTRACT No. _____	
CITY		CONSULTANT	
CITY OF BRANSON 110 W. MADDUX, SUITE 310 BRANSON, MO 65616 PHONE: (417) 243-2740 FAX: (417) 334-9519 CONTRACT ADMINISTRATOR: MIKE RAY, DIRECTOR DEPT: UTILITIES		NAME: SW MISSOURI ENGINEERING, LLC DBA COCHRAN ADDRESS: 2804 N. BIAGIO STREET, OZARK MO 65721 PHONE: 417-595-4108 FAX: 417-595-4109 ATTN: CHRIS BOONE, P.E. SSN/EIN: 82-2087027	

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

WHEREAS, the City of Branson requires professional engineering services in connection with engineering design of the Spring Creek Neighborhood Water & Sewer System Upgrade. This Agreement is made as of the 30 day of December, 2019, by and between the City of Branson, Missouri (hereinafter referred to as CITY) and SW Missouri Engineering LLC, dba Cochran, specializing in consulting engineering services (hereinafter referred to as ENGINEER).

WHEREAS, CITY and ENGINEER, in consideration of their mutual covenants agree as follows: ENGINEER shall serve as CITY's professional engineering consultant per the assignments delineated in writing in this Agreement and the attached scope of work, and shall give consultation and advice to CITY during the performance of its services. All services shall be performed under the direction of a professional engineer registered in the State of Missouri, and qualified in a field relevant to the services required by the scope of this Agreement.

Neither ENGINEER nor any of its agents shall act on behalf of, or in the name of CITY, except as provided in this Agreement.

SECTION I – AUTHORIZATION OF SERVICES & STANDARD OF CARE

- 1.1 Services on any assignment shall be undertaken only upon written authorization of CITY and agreement of ENGINEER pursuant to this Agreement and the scope of work.
- 1.2 Assignments are delineated in this Agreement and the attached scope of work. CITY shall not

compensate ENGINEER for items outside of these parameters.

- 1.3 The standard of care for ENGINEER under this Agreement shall be the care and skill used by members of the engineering profession practicing the best and most current engineering practices for municipalities in the United States of America.

SECTION 2 – BASIC SERVICES OF ENGINEER

2.1 General

- 2.1.1 ENGINEER shall perform professional engineering services in connection with the specifically authorized Project as provided for in this Agreement and Scope of Work attached hereto as Exhibit “A” to this Agreement and named as Spring Creek Neighborhood Water & Sewer System Upgrade.
- 2.1.2 Except as provided in this Agreement all communication between ENGINEER and any Contractor or Subcontractor shall only be through CITY.
- 2.1.3 ENGINEER understands that time is of the essence in this Agreement, and services shall be rendered promptly to not delay CITY or any applicable Contractor.
- 2.1.4 ENGINEER shall be responsible to CITY for costs of errors or omissions by ENGINEER or its consultant.
- 2.1.5 ENGINEER shall coordinate the services of all design consultants for the Project, including any design consultants retained by CITY.

2.2 Final Design Phase

- 2.2.1 ENGINEER shall furnish to CITY such documents and design data as may be required for, and assist in the preparation of the required documents so that CITY may secure approval from Missouri Department of Natural Resources, US Corps of Engineers, Missouri Dept. of Conservation and such other governmental authorities as have jurisdiction over design criteria applicable to the Project.
- 2.2.2 ENGINEER shall advise CITY of adjustments in excess of ten percent of the construction cost estimate for the Project caused by changes in scope, design requirements of construction costs and furnish a revised construction cost estimate for the Project based on the final Contract Drawings and Bid Documents.
- 2.2.3 ENGINEER shall furnish three approval copies of the final Contract Drawings and Bid Documents for the improvements.
- 2.2.4 All plans, specifications, estimates, drawings and documents prepared or furnished by the ENGINEER shall conform to federal and state laws and CITY ordinances.
- 2.2.5 ENGINEER shall furnish one (1) set of full size (24” X 36”) wetsealed approved final Contract Drawings and one (1) set of wetsealed approved final contract Specifications. Engineer shall also provide the final approved drawings in pdf format and the final approved specifications in Word format.

2.3 Bidding and Construction Phase

- 2.3.1 ENGINEER shall answer questions from bidders during bidding process.
- 2.3.2 ENGINEER shall assist CITY in preparation of Contract Addenda.
- 2.3.3 ENGINEER shall attend Bid Opening and provide a bid tabulation and recommendation.
- 2.3.4 ENGINEER shall attend Preconstruction Conference.
- 2.3.5 ENGINEER shall provide technical support throughout the project as requested and as provided for in this Agreement and the attached scope of work.
- 2.3.6 ENGINEER shall assist CITY and contractor during startup operations as provided in this Agreement and the attached scope of work.
- 2.3.7 ENGINEER shall attend construction related meetings during the construction of the project when requested to do so in writing by CITY.
- 2.3.8 ENGINEER shall review submittals and shop drawings when requested in writing by CITY provided by the Contractor for compliance with the plans and specifications.
- 2.3.9 ENGINEER shall complete a final inspection and record any deficiencies not complying with the plans and specifications.
- 2.3.10 ENGINEER shall furnish to CITY record drawings which include all revisions made during construction. Deliverables shall be 1 (one) full size (24" X 36") set of drawings as well as a flash drive or CD with the record drawing AutoCAD DWG files.
- 2.3.11 Engineer shall provide a letter to the city stating the project was constructed in substantial conformance to the project contract documents and design intent.

SECTION 3 – ADDITIONAL SERVICES OF ENGINEER

- 3.1 Services outside the scope of this Agreement will be agreed to by CITY and ENGINEER, and provided for in an amendment to this Agreement, approved as required by CITY's municipal code.
- 3.1.1 ENGINEER shall serve as a witness and be prepared to serve as a witness for the CITY in any litigation or other proceedings involving the Project.

SECTION 4 – RESPONSIBILITIES OF CITY

- 4.1 Within a reasonable time CITY, to facilitate the authorized activities of ENGINEER, shall provide information in the CITY's possession to meet the requirements of this Project.
- 4.2 Assist ENGINEER by providing available information when requested pertinent to this Agreement

- including previous reports and any other available data relative thereto.
- 4.3 Provide access to and make all provisions for ENGINEER to enter upon public and private property under the control of CITY as required for ENGINEER to perform services under this Agreement.
 - 4.4 Examine, in a timely manner, all studies, reports, sketches, estimates, Bid Documents, Drawings, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto necessary for the completion of this Agreement.
 - 4.5 Provide such professional legal, accounting, financial and insurance counseling services as may be required for the Project. The final decision concerning what is required is the CITY and the CITY's alone.
 - 4.6 The CITY's relevant departmental director or his assignee shall serve as CITY'S representative with respect to the services to be performed under this Agreement. This role shall include providing instructions, receiving information, and interpreting and defining CITY's policies in respect to materials, equipment, elements, services, and systems to be used in the Project as described in this Agreement and the attached scope of work.
 - 4.7 Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any defect in the Project.
 - 4.8 Furnish all required approvals and permits from governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 - 4.9 Furnish or direct ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.

SECTION 5 – PERIOD OF SERVICE

- 5.1 This Agreement shall become effective after signature of all parties as provided for by the City of Branson Municipal Code.
- 5.2 This Agreement shall be applicable to all assignments to ENGINEER authorized by CITY pursuant to the tasks included in this Agreement and the attached scope of work.
- 5.3 Upon mutual agreement of the parties, this Agreement may be extended, renegotiated or terminated.
- 5.4 Performance time for individual assignments shall be agreed upon at the time of authorization. Work shall be started within ten (10) days of authorization of Notice to Proceed.
- 5.5 ENGINEER shall complete the design phase within 240 days from the notice to proceed or February 3, 2020, whichever is later, provided that CITY has met its responsibilities as outlined in Section 4. Construction support will be provided as necessary during the ensuing 240 day construction period for the project which is anticipated to begin February 15, 2021. In the event CITY's review, examination or approval exceeds 30 days, and/or review and approval from all governmental agencies having jurisdiction over the design criteria is not received in a timely

manner, both CITY and ENGINEER may agree to renegotiate the completion date herein stated and provide such extension as an amendment to this Agreement to be approved as provided for in the CITY's municipal code. ENGINEER understands that time is of the essence in this Agreement, and failure to perform in accordance with the timelines presented herein result in a material default of this agreement.

SECTION 6 – PAYMENTS TO ENGINEER

6.1 Amount of Payment:

- 6.1.1 For services performed, CITY shall pay ENGINEER the sum of amounts determined as follows: for time spent by personnel, payment at the hourly rates indicated in the Cochran “2019 Hourly Fee Schedule” form, included as Exhibit B, which will remain at provided amounts during the duration of the agreement period outlined in Section 5 - 5.5.
- 6.1.2 Expenses incurred by ENGINEER, such as authorized travel and subsistence including airfare, food, lodging, automobile rental, commercial services, and incidental expenses, shall be included in the not to exceed amount of this Agreement.
- 6.1.3 Reproduction, printing, long-distance telephone calls, company vehicle usage, testing apparatus, computer services and computer-assisted drafting (CAD), amounts will be charged according to the ENGINEER’S standard rates in effect at the time service is provided and shall also be included in the not to exceed cost of this Agreement.
- 6.1.4 Professional services rendered to complete the tasks envisioned in this Agreement and the attached scope of work by others as subcontractor(s) to ENGINEER such as any surveying, real property descriptions, soil borings, subsurface investigations, laboratory testing, field quality control tests, progress photos, or other activities required as provided for in section 4.6 shall be included in the not to exceed cost of this Agreement.

6.2 Maximum Amount of Payment

Payment for services rendered under this Agreement shall be subject to the following limitations:

- 6.2.1 Preliminary Design Services, Final Design & Bidding and Construction Phase Services shall be billed on a time and expense basis with total payment to the ENGINEER not to exceed the following maximum fee, without formally amending this Agreement:

Water System Upgrade:

Preliminary Design	\$ 6,044.00
Topographic Survey	\$ 5,222.00
Final Design	\$31,912.00
Easement Exhibits & Legal Descriptions	<u>\$ 7,650.00</u>
Total Design	\$50,828.00
Construction Administration Support	<u>\$ 6,900.00</u>
Total Construction Support	\$ 6,900.00

Water System **\$57,728.00**

Sewer System Upgrade:

Preliminary Design	\$ 3,400.00
Topographic Survey	\$ 2,938.00
Final Design	\$17,950.00
Easement Exhibits & Legal Descriptions	<u>\$ 6,750.00</u>
Total Design	\$31,038.00

Construction Administration Support	<u>\$ 3,881.00</u>
Total Construction Support	\$ 3,881.00

Sewer System **\$34,919.00**

Total Contract Not to Exceed **\$92,647.00**

6.2.2 Additional services and costs may be included in this Agreement as provided for by amendment, as provided for by the CITY's municipal code.

6.3 Method of Billing

6.3.1 A monthly statement shall be rendered by the ENGINEER to CITY describing all engineering services performed during that month.

6.4 Payment

6.4.1 Payment for engineering services shall be due 30 days after receipt of billing and acceptance of the ENGINEER'S work. CITY may withhold from payment such amount as will, in CITY'S discretion, protect CITY from any loss, damage or default caused by ENGINEER. Making of payments shall not constitute waiver of any claims by CITY.

SECTION 7- GENERAL CONSIDERATIONS

7.1 Estimates

Estimates of construction cost provided for herein shall be made on the basis of ENGINEER'S experience and qualifications and represent its best judgement as a design professional firm familiar with the construction industry, and specifically the costs associated with the Work required for this Project.

7.2 ENGINEER shall indemnify, protect and hold CITY harmless from and against any and all claims, demands, liabilities and costs, including attorneys' fees, arising from claims under The Worker's Compensation Law. Claims for contract damages, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the ENGINEER'S employees or of any person other than his employees and from claims for damages because of injury to or

destruction of tangible property including loss of use resulting therefrom, to the extent that any such claims, demands, liabilities and costs are the result of a negligent act, error or omissions of ENGINEER, ENGINEER will defend, indemnify, and hold CITY harmless from claims and demands arising as a result of ENGINEER'S nonprofessional liability which is covered by ENGINEER'S comprehensive general liability insurance policy, and from claims and demands arising out of the award of this contract.

- 7.2.1 ENGINEER assumes full responsibility for relations with any third parties acting as consultants, subcontractors, agents, suppliers or laborers of the ENGINEER, and shall indemnify and hold CITY harmless from and against, any and all liability, suits, claims, damages, costs (including reasonable attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with the ENGINEER'S performance of this contract. Prior to engaging any consultant, ENGINEER shall obtain CITY'S consent in writing, which will not be unreasonably withheld if necessary to complete the scope of this Agreement. Final decision on the necessity of such assistance shall be the CITY's alone.

7.3 Termination

This Agreement may be terminated by either party by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. CITY retains the right to terminate the Agreement without cause upon payment of all authorized services as provided up to that time falling under the terms of this Agreement and the attached scope of work.

7.4 Ownership of Documents

All documents, including original drawings, estimates, specifications, written design criteria and written reports made pursuant to this Agreement are and remain the property of the CITY. The ENGINEER shall furnish to CITY a set of reproducible record prints of drawings and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the CITY will use them fully in connection with the project and will not sell them, reuse or permit the reuse of said documents by others in connection with another facility. The transfer of ownership of documents shall not constitute the transfer of any ownership or granting of a license in any proprietary rights that the ENGINEER may have in any data, designs, processes or other information incorporated in the documents.

7.5 Insurance

The ENGINEER will secure and maintain such insurance as will protect it or any of its employees from claims under any worker's compensation laws, claims for damages because of bodily injury including personal injury, sickness or disease, or death, and from claims for damages because of injury to or destruction of tangible property including loss of use therefrom.

- 7.5.1 General Liability Insurance. ENGINEER shall maintain General Liability Insurance with a company licensed to do business in the State of Missouri. The policy shall meet the scope or extent of the city's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo (Supp 1995). CITY must be named as an additional insured.

- 7.5.2 Automobile Liability Insurance. ENGINEER shall maintain Automobile Liability Insurance with a company authorized to do business in the State of Missouri. The policy shall meet the scope or extent of the city's tort liability as a governmental entity as described in Section 537.600 through

- 537.650 RSMo (Supp 1995). CITY must be named as an additional insured.
- 7.5.3 Workers' Compensation Insurance. ENGINEER shall maintain Worker's 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).
- 7.5.4 ENGINEER shall maintain Professional Liability Insurance with an Insurer approved by CITY in the amount of at least One Million Dollars (\$1,000,000.00). All deductibles and Self-insured Retention must be paid by ENGINEER.
- 7.5.5 ENGINEER shall provide Certificate of Insurance in the amounts and terms set forth above at the commencement of this Agreement and at any other time requested by CITY.
- 7.6 No salaried officer or employee of CITY shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.
- 7.7 ENGINEER 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 ENGINEER or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.
- 7.8 ENGINEER is an independent contractor and nothing contained herein shall constitute or designate the ENGINEER or any of its agents or employees as agents or employees of the CITY.
- 7.9 ENGINEER shall not be entitled to any of the benefits established for the employees of the CITY nor be covered by the Workmen's Compensation Program of the CITY.
- 7.10 **Successor and Assigns**
CITY and ENGINEER each binds himself and its successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement, except as above, neither CITY nor ENGINEER shall assign, sublet or transfer its interest in the Agreement without the written consent of the other.
- 7.11 **Notices**
All notices required to be in writing may be given by first-class mail addressed to CITY at 110 W. Maddux, Branson, Missouri, and ENGINEER at 2804 N. Biagio Street, Ozark MO 65721. The date of delivery of any notice shall be the second full day after the date of its mailing.
- 7.12 **Jurisdiction**
This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Agreement be adjudicated, venue shall be proper only in the Circuit Court of Taney County, Missouri.
- 7.13 **Extent of Agreement**
This Agreement represents the entire and integrated agreement between CITY and ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and ENGINEER.

IN WITNESS WHEREOF, the City of Branson, by and through its Mayor, and SW Missouri Engineering LLC, dba Cochran, by its authorized officer have made and executed this Agreement as of the day and year first above written.

**SW Missouri Engineering, LLC
dba Cochran**

CITY OF BRANSON, MISSOURI

By: Chris L Boone 12/30/19
(Signature) Date

E. Edd Akers Date
Mayor

Name: Christopher Boone
(Printed Name)

ATTEST:

Title: President

Lisa K Westfall Date
City Clerk

Company Name: SW Missouri Engineering, LLC
dba Cochran

Address: 2804 N. Biagio Street
Ozark, MO 65721

APPROVED AS TO FORM:

Phone: 417-595-4108

Chris # 51821 12/13/19
Date

E-Mail: Chris@cochraneng.com

Chris Lebeck #51821
City Attorney

Tax ID: 82-2087027

EXHIBIT A TO AGREEMENT
FOR PROFESSIONAL ENGINEERING SERVICES
SPRING CREEK NEIGHBORHOOD WATER AND SEWER SYTEM UPGRADE
SCOPE OF WORK
CITY OF BRANSON, MO

ITEM 1A: PRELIMINARY DESIGN – WATER MAIN

SCOPE OF WORK:

1. Prepare conceptual design for water main alignment options. Cochran will review alignment options with the City and recommend the most feasible alignment. The alignment shown in Exhibit 1, attached hereto, will be included in the feasibility analysis.
2. Prepare a preliminary construction cost estimate for each water main option under consideration.

FEE:

The fees for the professional services outlined in **Item 1A** of this proposal shall be paid on a time and expense basis not to exceed \$6,044.00.

ITEM 2A: TOPOGRAPHIC SURVEY – WATER MAIN

SCOPE OF WORK:

1. Acquire deeds and plats for all parcels affecting the design corridor as shown on the attached Exhibit 1.
2. Search for and locate monuments (Iron rods, iron pipes, stones, etc.) and evidence of possession.
3. Resolve the parcel lines along the design corridor.
4. Obtain ground elevations to generate contours at 1-foot intervals on the design corridor, roughly 50 foot wide.
5. Locate existing improvements inside of the design corridor.
6. Locate existing public utilities from observed evidence together with markings by "Missouri One Call".
7. Establish a benchmark onsite, (NAVD 1988).
8. Prepare the base drawing in ACAD/Civil 3D format for incorporation into design plans.

FEE:

The fees for the professional services outlined in **Item 2A** of this proposal shall be paid on a time and expense basis not to exceed \$5,222.00.

ITEM 3A: FINAL DESIGN – WATER MAIN

SCOPE OF WORK

1. Design approximately 3,000 lineal feet of new water main. This proposal assumes the new water main will run generally along the alignment shown on Exhibit 1. Actual alignment to be confirmed through Preliminary Design Phase. PRV Design is included.
2. Prepare 60% and 90% plans for owner review and approval. Plans will be prepared in accordance with Missouri Department of Natural Resources and Owner requirements
3. Permitting of new water main with the Missouri Department of Natural Resources (MDNR) to obtain a Construction Permit. Cochran will prepare the MDNR construction permit application for signature by Owner.
4. Prepare Project Manual for use in bidding and construction. The project manual will contain standard contract documents (front end documents) provided by the City of Branson. Technical specifications and special provisions will be prepared by Cochran.
5. Prepare final engineer's cost estimate.
6. Participate and assist in pre-bid meeting, bid openings, contractor selection, and pre-construction meeting. Cochran will also prepare a bid tabulation and letter of recommendation for awarding the construction contract.

FEE:

The fees for the professional services outlined in **Item 3A** of this proposal shall be paid on a time and expense basis not to exceed \$31,912.00.

ITEM 4A: EASEMENT EXHIBITS AND LEGAL DESCRIPTIONS-WATER MAIN

SCOPE OF WORK:

1. Prepare Easement Exhibits and Legal Descriptions for parcels along the new water main for use in legal counsel in preparation of documentation for acquisition of easements. Approximately seventeen (17) exhibits and legal descriptions will be required.

FEE:

The fees for the professional services in **Item 4A** of this proposal shall be paid on a time and expense basis not to exceed \$7,650.00.

ITEM 5A CONSTRUCTION ADMINISTRATION SUPPORT – WATER MAIN

SCOPE OF WORK:

Per the request for proposals, City Staff will handle the daily contract administration, inspection and pay request review. Cochran will be available to provide the following services:

1. Cochran will provide periodic site visits to observe the Contractor's progress and quality of work,

and to determine if the work in progress conforms to the contract documents. The Engineer will accompany City representatives on visits to the project site as requested. Cochran will not be performing full time inspection.

2. Review shop drawings and submittals.
3. Respond to RFI's and provide technical support throughout the project.
4. Participate in final inspection and provide Punch list. Provide letter of conformance for all work completed by Contractor upon acceptance of the project.
5. Provide as-built drawings upon completion of the project.

FEE:

The fees for the professional services outlined in **Item 5A** of this proposal shall be paid on a time and expense basis not to exceed \$6,900.00.

FEE: WATER MAIN

The fees for the professional services outlined in this proposal shall be paid on a time and expense basis with a not to exceed fee as summarized in the following table.

ITEM NO. 1A – PRELIMINARY DESIGN	\$ 6,044.00
ITEM NO. 2A – TOPOGRAPHIC SURVEY	\$ 5,222.00
ITEM NO. 3A – FINAL DESIGN	\$31,912.00
ITEM NO. 4A – EASEMENT EXHIBITS & LEGAL DESCRIPTIONS	\$ 7,650.00
ITEM NO. 5A – CONSTRUCTION ADMINISTRATION SUPPORT	\$ 6,900.00
TOTAL	\$57,728.00 (Not to exceed)

ITEM 1B: PRELIMINARY DESIGN – GRAVITY SEWER

SCOPE OF WORK:

1. Prepare conceptual design for gravity sewer alignment options. Cochran will review alignment options with the City and recommend the most feasible alignment. The alignment shown in Exhibit 1, attached hereto, will be included in the feasibility analysis.
2. Prepare a preliminary construction cost estimate for each sanitary sewer option under consideration.

FEE:

The fees for the professional services outlined in **Item 1B** of this proposal shall be paid on a time and expense basis not to exceed \$3,400.00.

ITEM 2B: TOPOGRAPHIC SURVEY – GRAVITY SEWER

SCOPE OF WORK:

1. Acquire deeds and plats for all parcels affecting the design corridor as shown on the attached Exhibit 2.

2. Search for and locate monuments (iron rods, iron pipes, stones, etc.) and evidence of possession.
3. Resolve the parcel lines along the design corridor.
4. Obtain ground elevations to generate contours at 1-foot intervals on the design corridor, roughly 50 foot wide.
5. Locate existing improvements inside of the design corridor.
6. Locate existing public utilities from observed evidence together with markings by "Missouri One Call".
7. Establish a benchmark onsite, (NAVD 1988).
8. Prepare the base drawing in ACAD/Civil 3D format for incorporation into design plans.

FEE:

The fees for the professional services outlined in **Item 2B** of this proposal shall be paid on a time and expense basis not to exceed \$2,938.00.

ITEM 3B: FINAL DESIGN – GRAVITY SEWER

SCOPE OF WORK

1. Design approximately 1,700 lineal feet of new gravity sewer main. This proposal assumes the new sewer main will run generally along the alignment shown on Exhibit 2. Actual alignment to be confirmed through Preliminary Design Phase.
2. Prepare 60% and 90% plans for owner review and approval. Plans will be prepared in accordance with Missouri Department of Natural Resources and Owner requirements.
3. Permitting of new sanitary sewer main with the Missouri Department of Natural Resources (MDNR) to obtain a Construction Permit. Cochran will prepare the MDNR construction permit application for signature by Owner.
4. Prepare Project Manual for use in bidding and construction. The project manual will contain standard contract documents (front end documents) provided by the City of Branson. Technical specifications and special provisions will be prepared by Cochran.
5. Prepare final engineer's cost estimate.
6. Participate and assist in pre-bid meeting, bid openings, contractor selection, and pre-construction meeting. Cochran will also prepare a bid tabulation and letter of recommendation for awarding the construction contract.

FEE:

The fees for the professional services outlined in **Item 3B** of this proposal shall be paid on a time and expense basis not to exceed \$17,950.00.

ITEM 4B: EASEMENT EXHIBITS AND LEGAL DESCRIPTIONS-GRAVITY SEWER

SCOPE OF WORK:

1. Prepare Easement Exhibits and Legal Descriptions for parcels along the new gravity sewer for use in legal counsel in preparation of documentation for acquisition of easements. Approximately fifteen (15) exhibits and legal descriptions will be required.

FEE:

The fees for the professional services in **Item 4B** of this proposal shall be paid on a time and expense basis not to exceed \$6,750.00.

ITEM 5B CONSTRUCTION ADMINISTRATION SUPPORT-GRAVITY SEWER

SCOPE OF WORK:

Per the request for proposals, City Staff will handle the daily contract administration, inspection and pay request review. Cochran will be available to provide the following services:

1. Cochran will provide periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work in progress conforms to the contract documents. The Engineer will accompany City representatives on visits to the project site as requested. Cochran will not be performing full time inspection.
2. Review shop drawings and submittals.
3. Respond to RFI's and provide technical support throughout the project.
4. Participate In final inspection and provide Punch list. Provide letter of conformance for all work completed by Contractor upon acceptance of the project.
5. Provide as-built drawings upon completion of the project.

FEE:

The fees for the professional services outlined In **Item 5B** of this proposal shall be paid on a time and expense basis not to exceed \$3,881.00.

FEE: GRAVITY SEWER

The fees for the professional services outlined in this proposal shall be paid on a time and expense basis with a not to exceed fee as summarized in the following table.

ITEM NO. 1 – PRELIMINARY DESIGN	\$ 3,400.00
ITEM NO. 2 – TOPOGRAPHIC SURVEY	\$ 2,938.00
ITEM NO. 3 – FINAL DESIGN	\$17,950.00
ITEM NO. 4 – EASEMENT EXHIBITS & LEGAL DESCRIPTIONS	\$ 6,750.00
ITEM NO. 5 – CONSTRUCTION ADMINISTRATION SUPPORT	\$ 3,881.00
TOTAL	\$34,919.00 (Not to exceed)

SERVICES NOT INCLUDED:

(All of which can be provided under a separate proposal.)

1. Architectural Services
2. Environmental/Wetlands/Asbestos Studies or Reports
3. Recording and Permit Fees
4. Construction Inspection/Stakeout
5. ALTA/NSPS Land Title Surveys
6. Boundary Surveys
7. Subdivision or Rezoning of property
8. Inflow and Infiltration Studies.

OWNERS RESPONSIBILITY:

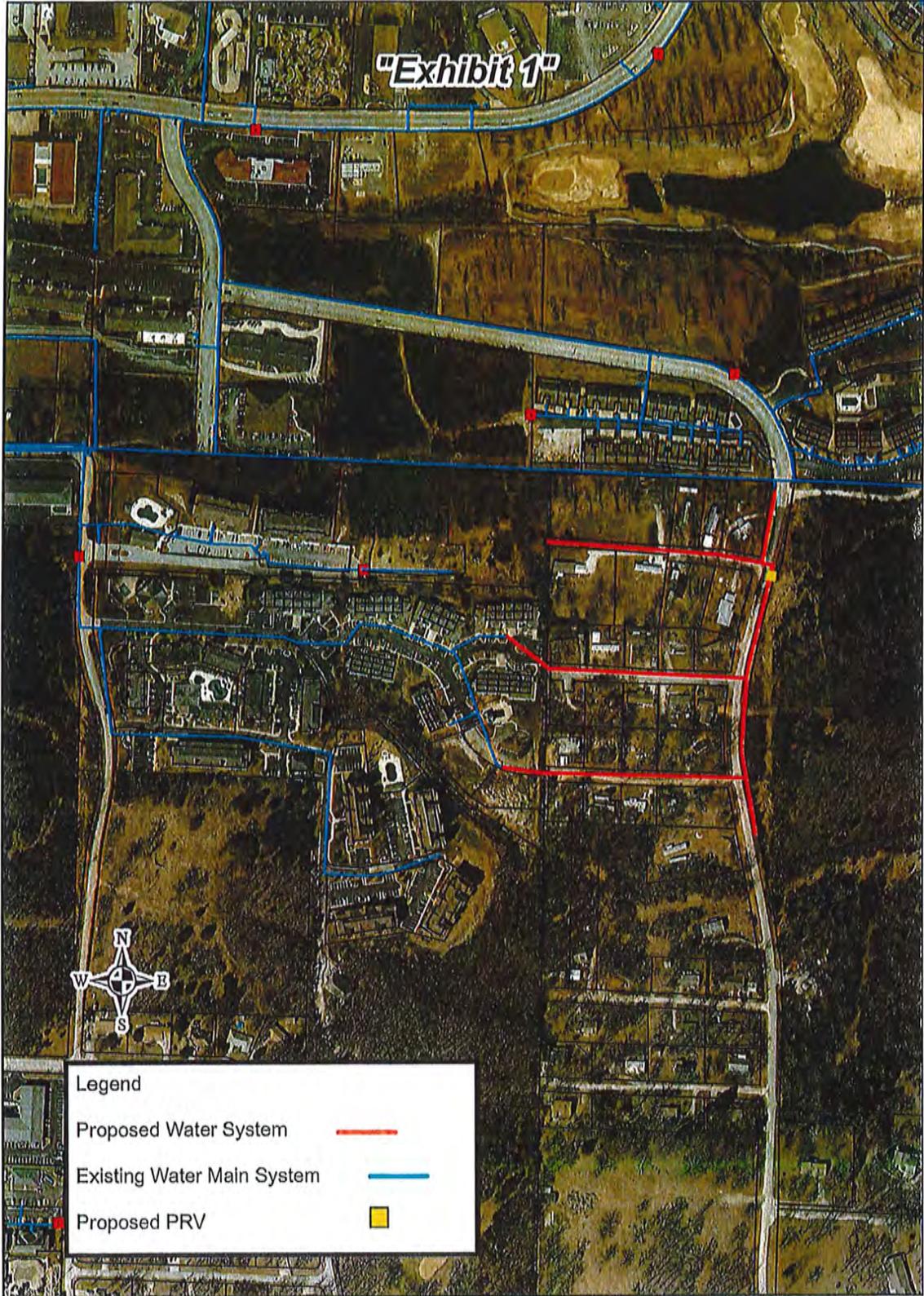
1. The Owner shall give prompt and thorough consideration to all sketches, drawings, bid documents and other documents laid before him. Prompt decisions will be required if project is to proceed on schedule.
2. Advertisement and receipt of construction bids.
3. Construction Inspection.

TOTAL FEE

The fees for the professional services outlined in this proposal shall be paid on a time and expense basis with a not to exceed fee as summarized in the following table.

WATER MAIN	\$57,728.00
GRAVITY SEWER	\$34,919.00
TOTAL	\$92,647.00 (Not to exceed)

Exhibit 1



"Exhibit 2"



Legend

Proposed Sewer System ————

Existing Sewer Main System ————



Architecture • Civil Engineering • Land Surveying • Site Development • Geotechnical Engineering • Inspection & Materials Testing

2019 Hourly Fee Schedule

The following is a list of hourly rates for our Fee Service Contracts. Effective January 1, 2019, these rates will apply to all projects performed on a time and expense basis.

<u>Title</u>	<u>Charge-Out</u>
Principal	\$ 150.00
Managing Engineer	\$ 140.00
Engineer 1	\$ 130.00
Engineer 2	\$ 120.00
Engineer 3	\$ 105.00
Engineer 4	\$ 95.00
Engineer 5	\$ 85.00
Senior Architect	\$ 140.00
Architect 1	\$ 115.00
Architect 2	\$ 105.00
Architect 3	\$ 95.00
Managing Surveyor	\$ 130.00
Surveyor 1	\$ 120.00
Surveyor 2	\$ 110.00
Surveyor 3	\$ 100.00
Senior Manager	\$ 85.00
Secretary	\$ 55.00
Field Manager	\$ 70.00
Inspector	\$ 70.00
Technician	\$ 50.00
MoDOT Certified Technician	\$ 57.50
Drafter/Survey Tech 1	\$ 95.00
Drafter/Survey Tech 2	\$ 85.00
Drafter/Survey Tech 3	\$ 75.00
Drafter/Survey Tech 4	\$ 60.00
One Man Survey Crew	\$ 110.00

Note:

*Survey Field crew prices will vary depending upon the Survey Tech assigned to the project.
*Overtime rate of 1.5 times the regular rate will be charged for hours worked after 8 hours per day, Saturdays, Sundays, or Holidays.

8 East Main Street Wentzville, MO 63385 Phone: 636-332-4574 Fax: 636-327-0760	737 Rudder Road Fenton, MO 63026 Phone: 314-842-4033 Fax: 314-842-5957	530A East Independence Drive Union, MO 63084 Phone: 636-584-0540 Fax: 636-584-0512	534 Maple Valley Drive Farmington, MO 63640 Phone: 573-315-4810 Fax: 573-315-4811	2804 N. Biagio Street Ozark, MO 65721 Phone: 417-595-4108 Fax: 417-595-4109	905 Executive Drive Osage Beach, MO 65065 Phone: 573-525-0299 Fax: 573-525-0298
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www.cochraneng.com

Initials_____



STAFF REPORT

ITEM/SUBJECT: READING OF A BILL AMENDING APPENDIX A OF THE BRANSON MUNICIPAL CODE PERTAINING TO UTILITIES FEE SCHEDULE.

INITIATED BY: UTILITIES DEPARTMENT

FIRST READING: JANUARY 14, 2020

FINAL READING: JANUARY 28, 2020

EXECUTIVE SUMMARY:

- This item is first reading of a bill amending the Utilities Fee Schedule regarding the City of Branson’s monthly water rates.
- For fiscal year 2020 staff recommended a 2% water rate adjustment. An ordinance document with rate amounts incorrectly reflecting a 5% increase was attached by error to the water rate adjustment staff report for the November 12, 2019 Board of Aldermen meeting agenda.
- This error was not identified until after final approval of the bill and signing of the document.
- This correction will lower the water rate amounts to the 2% increase which was requested and approved by the Board of Aldermen upon final reading on November 26, 2019.
- The water rate adjustment outlined in the attached corrected ordinance will become effective upon the first billing period in January 2020.

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-1.2

ATTACHED EXHIBITS:

1 **BILL NO. 5775**

ORDINANCE NO. _____

2
3
4 **AN ORDINANCE AMENDING APPENDIX A OF THE BRANSON MUNICIPAL CODE**
5 **PERTAINING TO UTILITIES FEE SCHEDULE.**
6

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

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

15
16 Section 2: That Appendix A – FEE SCHEDULE of the Branson Municipal Code is hereby
17 amended to read as follows:
18

19 **Appendix A - FEE SCHEDULE**

Code Section	Description	Fee
90-33	Water service charges, per month	
	(1) Basic monthly rate for all water consumers:	
	• Basic	
	5/8-inch	40.39 10.10
	3/4-inch	40.39 10.10
	1-inch	47.37 16.87
	1.5-inch	34.63 33.65
	2-inch	55.45 53.87
	3-inch	104.01 101.04
	4-inch	173.40 168.45
	6-inch	346.71 336.80
	*Within city limits:	
	Residential customer eleemosynary and governmental water service charges (in addition to basic monthly charge):	
	• Up to 2,000 gallon	0

	<ul style="list-style-type: none"> Per 1,000 gallons or fraction thereof over 2,000 gallons 	2.67 <u>2.59</u>
	Commercial and industrial water service charges (in addition to basic monthly charge):	
	<ul style="list-style-type: none"> Up to 2,000 gallons 	0
	<ul style="list-style-type: none"> Per 1,000 gallons or fraction thereof over 2,000 gallons 	3.96 <u>3.85</u>
	Outside city limits, residential eleemosynary, governmental, industrial and commercial water service charges:	
	Up to 2,000 gallons-as a percentage of basic charge applicable inside city limits	250%
	Per 1,000 or fraction thereof over 2,000 gallons-as a percentage of use rates for inside city limits	250%

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

Section 3: This ordinance shall be in full force and effect upon and after its passage and approval.

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

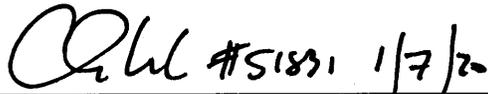
Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri on this ____ day of _____, 2020.

E. Edd Akers
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk



Chris Lebeck #51831
City Attorney



STAFF REPORT

ITEM/SUBJECT: APPOINTMENTS

INITIATED BY: OFFICE OF THE MAYOR

DATE: JANUARY 14, 2020

EXECUTIVE SUMMARY:

- This appointment process is in accordance with the Board and Committee Appointments Procedure.

CATEGORY 5

(Mayor appoints Board of Aldermen/Staff Members with Board of Aldermen approval or appointments requested by another agency)

The following committee members have been requested by the Historic Downtown Branson CID to be appointed to their CID Board. The names will be voted on by the Board of Aldermen.

Historic Downtown Branson Community Improvement District (CID):

Jerry Jeschke - Re-appointment to the Historic Downtown Branson CID with a term expiring April 18, 2024

Tom Motley - Re-appointment to the Historic Downtown Branson CID with a term expiring April 18, 2024

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" – Letter from Historic Downtown Branson CID

A handwritten signature in black ink, appearing to be the initials "JD" or similar, located in the bottom right corner of the page.

Historic Downtown Branson CID Appointments

January 3, 2020

Mayor Edd Akers
Copy: Clerk Lisa Westfall
City of Branson
110 W. Maddux St.
Branson, MO 65616

Dear Mayor Akers,

Last night the CID board has a meeting and a vote was taken regarding some directors whose terms expire 4/18/2020. With a unanimous vote the board has these recommendations.

Minutes are attached for your review as well as the CID Board Family Tree.

The Historic Downtown Branson CID requests your cooperation with respect to nominations for the Board of Directors of the Historic Downtown Branson Community Improvement District ("CID") overseeing policy concerning the downtown trolley operation.

Would you consider these reappointments for the Board of Aldermen meeting on or before February 25, 2020?

Recommendations as follows:

Both would be 4-year terms 4/18/2020 – 4/18/2024

Jerry Jeschke (J Jeschke Appraisals)
1015 State Hwy. 248, Ste. E, Branson, MO 65616

Tom Motley (Motley Law Firm)
117 W Pacific, Branson, MO 65616

Sincerely,



Cris Bohinc, Administrator
Historic Downtown Branson CID
120 S Commercial
Branson, MO 65616

HISTORIC DOWNTOWN BRANSON COMMUNITY IMPROVEMENT DISTRICT

MINUTES OF THE BOARD OF DIRECTORS OF THE DISTRICT

BOARD MEETING

December 5, 2019

A meeting of the Board of Directors (the “**Board**”) of the Historic Downtown Branson Community Improvement District (the “**District**”) was held on December 5, 2019 commencing at approximately 4:15 p.m. at the offices of the CID, 120 S Commercial, Branson, Missouri 65616, pursuant to notice duly given.

Members of the CID Board who were physically present at the meeting were as follows:

Tom Motley, Kyle Junck, Jerry Jeschke, Mary Bowman and Jim Babcock.

Members of the Board who participated by telephone conference were as follows: None.

Other individuals present at the meeting were as follows: Administrator Cris Bohinc, James Little and Scott Thompson.

Chairman Motley called the meeting to order at 4:20 p.m. A simple majority of the CID Board was present, a quorum was recognized and the meeting commenced.

PUBLIC COMMENT Chairman Motley asked if anyone wished to make any comments. There were no public comments.

CONSENT AGENDA

- a. Minutes November 7, 2019
- b. Trolley Stats - There were 5,197 passengers in November. This is up 103 month to date and down 14,691 year to date. Trolley calls - 28 informational, 1 lost and found and 1 “curious” complaint: a local was inside CVS and not happy the trolley didn’t wait for him to walk out. Year to date: only 4 complaint calls for the year.
- c. Social Media Report – Mr. Little of Destination Toolbox emailed the report. The main promoted Facebook post in November centered around riding the trolley on Black Friday and Small Business Saturday. It reached over 20,000 people, garnered 750 interactions and 113 shares! It also boosted Instagram with over 3,500 impressions! Content created in November: “2019 Adoration Parade to be held in Downtown on Dec. 8 (A week late)”, “2019 Christmas Tree Tour”, “Where in Branson Landing is Elfie”. Social Channels: Sparky now has 1,646 Facebook followers (up 21), Instagram 314 (up 8) and Twitter 234 (stayed the same).
- d. Survey Results. James said only 1 answered this month, not changing results.

- e. Sales Tax Report & Rolling 12 – Deposit \$40,811.16 for September sales tax. (October collections/November deposit) Up \$20,680.72 from September 2018. Year to date up \$53,464.10. Rolling 12 submitted electronically to Directors.
- f. Bank Statement – November statement sent electronically to Directors for review.
- g. Petty Cash Reimbursement – \$2 charge for Intuit QuickBooks monthly payroll charge, leaving the petty cash account \$4 still in the good from DBBA reimbursement for their payroll from Intuit QuickBooks. No reimbursement check needed this month.
- h. Budgeted Bills: GPS Insight \$48 December monitoring, Brent Aitchison \$200 for December billboard, Joe Reish \$300 December rent, Destination Toolbox \$1,875 for December social media, DBBA \$2,870.83 December public services, Cris Bohinc \$553.75 December health insurance reimbursement and Missouri Director of Revenue \$43 for monthly liabilities.
- i. 941 monthly payment made and filed with EFTPS

Chairman Motley entertained a motion to approve items a through i on the consent agenda as listed. Motion made by Director Junck. Seconded by Director Bowman. No further discussion. All in favor. Motion carried.

OTHER BILLS

Branson Area Rapid Transit – November Services Check Total: \$27,559.66

(Breakdown: Services-\$20,022.99 and Maintenance-\$7,536.67) Administrator Bohinc said there was a large repair with several items to T-3, which is a 2015. She asked Mr. Thompson to best explain all that was done. After review, a motion was made by Director Junck to pay the invoice to Branson Area Rapid Transit as audited. Seconded by Director Babcock. No further discussion. All in favor. Motion carried.

Administrator Bohinc prepared a spreadsheet for directors with the monthly breakdown of 1) Services, Insurance, Labor, Fuel and 2) Maintenance and Repairs. Total for 2019 was 1) \$225,368.38 and 2) \$48,346.32.

RESOLUTION 2019-09 A Resolution of The Historic Downtown Branson Community Improvement District Approving Social Media Services for District Marketing in 2020. After review and discussion, a motion was made by Director Babcock to approve Resolution 2019-09. Seconded by Director Bowman. No further discussion. All in favor. Motion carried.

4:36 PM Director Jeschke joined the meeting.

BANNERS FOR FUTURE PARADES Prices for a 4’x8’ banner would be \$130 each. Directors discussed if they would like to have any for a trolley to represent Historic Downtown in any future parades. Discussion was had regarding verbiage and how many banners. After which, it was decided to move this item as the main parade the CID could use it would be Veteran’s which is 11 months from now.

BOARD MEMBERS TERMS EXPIRING APRIL 2020 Tom Motley and Jerry Jeschke’s terms to expire April 18, 2020. Discussion was had regarding their willingness to serve for 4 more years. A motion was made by Director Junck to propose Tom Motley to be recommended to Mayor Akers for

reappointment to the Historic Downtown Branson CID board for a term until April 18, 2024. Seconded by Director Bowman. No further discussion. All in favor. Motion carried. A motion was made by Director Babcock to propose Jerry Jeschke to be recommended to Mayor Akers for reappointment to the Historic Downtown Branson CID board for a term until April 18, 2024. Seconded by Director Jeschke. No further discussion. All in favor. Motion carried. Administrator Bohinc will submit this request to the Branson City Clerk to ask Mayor Akers to consider these names for reappointment to be voted on at a future City Board of Aldermen meeting.

BOARD MEETING CALENDAR 2020 Administrator Bohinc distributed the 2020 dates which continues with board meetings on the 1st Thursday. There was some discussion of possible changes, however at this time the board believes they can stay with this schedule. A motion was made by Director Junck to approve the 2020 meeting calendar. Seconded by Director Jeschke. No further discussion. All in favor. Motion approved.

OFF SEASON TROLLEY SCHEDULE Administrator Bohinc provided a recommended schedule which includes the larger conventions at Branson Convention Center. After discussion, a motion was made by Director Jeschke to approve the off-season trolley schedule for January and February. Seconded by Director Junck. No further discussion. All in favor. Motion approved.

CONFIRMATION FORM This form is prepared annually for Non-Profit Professional Liability Insurance. After reviewing the form, a motion was made by Director Bowman to permit Chairman Motley to sign the confirmation form. Seconded by Director Junck. No further discussion. All in favor. Motion approved.

OTHER

- a. Board Member Comments. There were no comments.
- b. Administrator Bohinc submitted the answer to: does the CID file 1099's and if not, do we need to? She asked Officer CPA as requested. Lisa Officer's answer was; "1099's are only required for labor to non corporate entities. I am a corporation so not required to send me a 1099". Ms Bohinc appreciated the question and reminder.
- c. Administrator Bohinc asked Mr. Little to design a rack card to use on the trolleys to garner additional surveys. After review – the only thing to add is a phone number. Design was great, so Mr. Little will get Ms Bohinc the revised artwork so she can get inexpensive rack cards made.

ADJOURN 4:47 p.m. A motion was made by Director Jeschke to adjourn the meeting. Seconded by Director Bowman. All in favor. Meeting adjourned.
Respectfully submitted,

Jerry Jeschke, Secretary/Treasurer

Director	Effec.Date	Resigned	Term Expires	Term	Filled Vacancy of:	Officer Title	How Elected	Document	Sponsored by:
Stan Bess	4/19/2006		4/18/2010	4	Original Board	Vice Chairman	Board of Aldermen	Ord. 2006-056	Ken Roten
Deana Acton	4/19/2006		4/18/2010	4	Original Board	Executive Director	Board of Aldermen	Ord. 2006-056	Deana Acton
Steve Hartley	4/19/2006		4/18/2010	4	Original Board	Treasurer	Board of Aldermen	Ord. 2006-056	Steve Hartley
Jeff Justus	4/19/2006		4/18/2008	2	Original Board	Chairman	Board of Aldermen	Ord. 2006-056	Roger Edney
Ron Huff	4/19/2006	7/20/2006	4/18/2008	2	Original Board	Secretary	Board of Aldermen	Ord. 2006-056	Ron Huff
Stan Bess	4/19/2006		4/18/2010	4	Original Board	Vice Chairman	Board of Aldermen	Ord. 2006-056	Ken Roten
Deana Acton	4/19/2006	3/15/2007	4/18/2010	4	Original Board	Executive Director	Board of Aldermen	Ord. 2006-056	Deana Acton
Steve Hartley	4/19/2006		4/18/2010	4	Original Board	Treasurer	Board of Aldermen	Ord. 2006-056	Steve Hartley
Jeff Justus	4/19/2006		4/18/2008	2	Original Board	Chairman	Board of Aldermen	Ord. 2006-056	Roger Edney
Tom Motley	7/20/2006		4/18/2008	2	Ron Huff	Secretary	Appointed by CID	Minutes 7/20/2006	Tom Motley
Stan Bess	4/19/2006		4/18/2010	4	Original Board	Vice Chairman	Board of Aldermen	Ord. 2006-056	Ken Roten
Doug Mason	6/14/2007	3/18/2008	4/18/2010	4	Deana Acton	Executive Director	Appointed by CID	Minutes 6/14/2007	Doug Mason
Steve Hartley	4/19/2006		4/18/2010	4	Original Board	Treasurer	Board of Aldermen	Ord. 2006-056	Steve Hartley
Jeff Justus	4/19/2006		4/18/2008	2	Original Board	Chairman	Board of Aldermen	Ord. 2006-056	Roger Edney
Tom Motley	7/20/2006		4/18/2008	2	Ron Huff	Secretary	Appointed by CID	Minutes 7/20/2006	Tom Motley
Stan Bess	4/19/2006		4/18/2010	4	Original Board	Vice Chairman	Board of Aldermen	Ord. 2006-056	Ken Roten
Ron Huff	4/30/2008		4/18/2010	4	Doug Mason	?	Appointed by CID	Minutes 4/30/2008	Ron Huff
Steve Hartley	4/19/2006	3/10/2009	4/18/2010	4	Original Board	Treasurer	Board of Aldermen	Ord. 2006-056	Steve Hartley
Jeff Justus	4/19/2006	expired	4/18/2008	2	Original Board	Chairman	Board of Aldermen	Ord. 2006-056	Roger Edney
Tom Motley	7/20/2006	expired	4/18/2008	2	Ron Huff	Secretary	Appointed by CID	Minutes 7/20/2006	Tom Motley
Stan Bess	4/19/2006		4/18/2010	4	Original Board	Vice Chairman	Board of Aldermen	Ord. 2006-056	Ken Roten
Ron Huff	4/30/2008		4/18/2010	4	Doug Mason	?	Appointed by CID	Minutes 4/30/2008	Ron Huff
Kathy Keithley-J.	5/5/2009		4/18/2010	4	Steve Hartley	?	Appointed by CID	Minutes 5/5/2009	
Jeff Justus	4/19/2006	expired	4/18/2008	2	Original Board	Chairman	Board of Aldermen	Ord. 2006-056	Roger Edney
Tom Motley	7/20/2006	expired	4/18/2008	2	Ron Huff	Secretary	Appointed by CID	Minutes 7/20/2006	Tom Motley
Stan Bess	4/19/2006		4/18/2010	4	Original Board	?	Board of Aldermen	Ord. 2006-056	Ken Roten
Ron Huff	4/30/2008		4/18/2010	4	Doug Mason	Treasurer	Appointed by CID	Minutes 4/30/2008	Ron Huff
Kathy Keithley-J.	5/5/2009		4/18/2010	4	Steve Hartley	Secretary	Appointed by CID	Minutes 5/5/2009	
Dave King	1/25/2010		4/18/2012	2	Jeff Justus	Vice Chairman	Mayor Appoint.	BOA 2/12/2010	S.S. Kelley
Tom Motley	1/25/2010		4/18/2012	2	Tom Motley	Chairman	Mayor Appoint.	BOA 2/12/2010	Tom Motley

Director	Effec.Date	Resigned	Term Expires	Term	Filled Vacancy of:	Officer Title	How Elected	Document	Sponsored by:
Patrick Doyle	5/18/2010		4/18/2014	4	Stan Bess		Mayor Appoint.	BOA 5/18/2010	Loyd's Electric
Joyce Cadwell	5/18/2010		4/18/2014	4	Ron Huff	Secretary	Mayor Appoint.	BOA 5/18/2010	Joyce Cadwell
Cole Currier	5/18/2010		4/18/2014	4	Kathy Keithley-John	Vice-Chairman	Mayor Appoint.	BOA 5/18/2010	CinTam LLC
Dave King	1/25/2010		4/18/2012	2	Jeff Justus	Treasurer	Mayor Appoint.	BOA 2/12/2010	S.S. Kelley
Tom Motley	1/25/2010		4/18/2012	2	Tom Motley	Chairman	Mayor Appoint.	BOA 2/12/2010	Tom Motley
Patrick Doyle	5/18/2010		4/18/2014	4	Stan Bess		Mayor Appoint.	BOA 5/18/2010	Loyd's Electric
Joyce Cadwell	5/18/2010		4/18/2014	4	Ron Huff	Secretary	Mayor Appoint.	BOA 5/18/2010	Joyce Cadwell
Cole Currier	5/18/2010		4/18/2014	4	Kathy Keithley-John	Vice-Chairman	Mayor Appoint.	BOA 5/18/2010	CinTam LLC
Jerry Jeschke	1/5/2012		4/18/2012	2	Dave King		Appointed by CID	Minutes 2/28/2012	Jerry Jeschke
Tom Motley	1/25/2010		4/18/2012	2	Tom Motley	Chairman	Mayor Appoint.	BOA 2/28/2012	Tom Motley
Patrick Doyle	5/18/2010		4/18/2014	4	Stan Bess		Mayor Appoint.	BOA 5/18/2010	Loyd's Electric
Joyce Cadwell	5/18/2010		4/18/2014	4	Ron Huff	Secretary	Mayor Appoint.	BOA 5/18/2010	Joyce Cadwell
Cole Currier	5/18/2010		4/18/2014	4	Kathy Keithley-John	Vice-Chairman	Mayor Appoint.	BOA 5/18/2010	CinTam LLC
Jerry Jeschke	4/18/2012		4/18/2016	4	Jerry Jeshke		Mayor Appoint.	BOA 2/28/2012	Jerry Jeschke
Tom Motley	4/18/2012		4/18/2016	4	Tom Motley	Chairman	Mayor Appoint.	BOA 2/28/2012	Tom Motley
Patrick Doyle	4/18/2014		4/18/2018	4	Patrick Doyle	Vice-Chairman	Mayor Appoint.	BOA 2/11/2014	Loyd's Electric
Joyce Cadwell	4/18/2014		4/18/2018	4	Joyce Cadwell		Mayor Appoint.	BOA 2/11/2014	Joyce Cadwell
Bozana Varisco	4/18/2014		4/18/2018	4	Cole Currier	Secretary	Mayor Appoint.	BOA 2/11/2014	Branson Investment Holdings
Jerry Jeschke	4/18/2012		4/18/2016	4	Jerry Jeshke		Mayor Appoint.	BOA 2/28/2012	Jerry Jeschke
Tom Motley	4/18/2012		4/18/2016	4	Tom Motley	Chairman	Mayor Appoint.	BOA 2/28/2012	Tom Motley
Patrick Doyle	4/18/2014		4/18/2018	4	Patrick Doyle	Vice-Chairman	Mayor Appoint.	BOA 2/11/2014	Loyd's Electric
Keith Schultz	6/5/2014		4/18/2018	4	Joyce Cadwell	Secretary	Appointed by CID	Minutes 6/5/2014	Keith Schultz
Bozana Varisco	4/18/2014		4/18/2018	4	Cole Currier		Mayor Appoint.	BOA 2/11/2014	Branson Investment Holdings
Jerry Jeschke	4/18/2012		4/18/2016	4	Jerry Jeshke		Mayor Appoint.	BOA 2/28/2012	Jerry Jeschke
Tom Motley	4/18/2012		4/18/2016	4	Tom Motley	Chairman	Mayor Appoint.	BOA 2/28/2012	Tom Motley
Patrick Doyle	4/18/2014		4/18/2018	4	Patrick Doyle	Vice-Chairman	Mayor Appoint.	BOA 2/11/2014	Loyd's Electric
Keith Schultz	6/5/2014		4/18/2018	4	Joyce Cadwell	Secretary	Appointed by CID	Minutes 6/5/2014	Keith Schultz
Jim Babcock	12/4/2014		4/18/2018	4	Bozana Varisco		Mayor Appoint.	Minutes 12/4/2014	CinTamLLC
Jerry Jeschke	4/18/2012		4/18/2016	4	Jerry Jeshke		Mayor Appoint.	BOA 2/28/2012	Jerry Jeschke
Tom Motley	4/18/2012		4/18/2016	4	Tom Motley	Chairman	Mayor Appoint.	BOA 2/28/2012	Tom Motley
Patrick Doyle	4/18/2014		4/18/2018	4	Patrick Doyle	Vice-Chairman	Mayor Appoint.	BOA 2/11/2014	Loyd's Electric
Keith Schultz	6/5/2014		4/18/2018	4	Joyce Cadwell	Secretary	Appointed by CID	Minutes 6/5/2014	Keith Schultz
Jim Babcock	12/4/2014		4/18/2018	4	Bozana Varisco		Mayor Appoint.	Minutes 12/4/2014	CinTamLLC
Jerry Jeschke	4/18/2016		4/18/2020	4	Jerry Jeshke	Vice-Secretary	Mayor Appoint.	BOA 4/26/2016	Jerry Jeschke
Tom Motley	4/18/2016		4/18/2020	4	Tom Motley	Chairman	Mayor Appoint.	BOA 4/26/2016	Tom Motley

Patrick Doyle	4/18/2014	4/18/2018	4	Patrick Doyle	Vice-Chairman	Mayor Appoint.	BOA 2/11/2014	Loyd's Electric
Keith Schultz	6/5/2014	4/18/2018	4	Keith Schultz		Appointed by CID	Minutes 6/5/2014	Keith Schultz
Jim Babcock	12/4/2014	4/18/2018	4	Jim Babcock		Mayor Appoint.	Minutes 12/4/2014	CinTamLLC
Jerry Jeschke	4/18/2016	4/18/2020	4	Jerry Jeshke	Secretary/Treasurer	Mayor Appoint.	BOA 4/26/2016	Jerry Jeschke
Tom Motley	4/18/2016	4/18/2020	4	Tom Motley	Chairman	Mayor Appoint.	BOA 4/26/2016	Tom Motley
Patrick Doyle	4/18/2014	4/18/2018	4	Patrick Doyle	Vice-Chairman	Mayor Appoint.	BOA 2/11/2014	Loyd's Electric
Kyle Junck	2/1/2018	4/18/2018	4	Keith Schultz		Appointed by CID	Minutes 2/1/2018	KDML Properties
Jim Babcock	12/4/2014	4/18/2018	4	Jim Babcock		Mayor Appoint.	Minutes 12/4/2014	CinTamLLC
Jerry Jeschke	4/18/2016	4/18/2020	4	Jerry Jeshke	Secretary/Treasurer	Mayor Appoint.	BOA 4/26/2016	Jerry Jeschke
Tom Motley	4/18/2016	4/18/2020	4	Tom Motley	Chairman	Mayor Appoint.	BOA 4/26/2016	Tom Motley
Patrick Doyle	4/18/2018	4/18/2022	4	Patrick Doyle	Vice-Chairman	Mayor Appoint.	BOA 3/27/2018	Loyd's Electric
Kyle Junck	4/18/2018	4/18/2022	4	Kyle Junck		Mayor Appoint.	BOA 3/27/2018	KDML Properties
Jim Babcock	4/18/2018	4/18/2022	4	Jim Babcock		Mayor Appoint.	BOA 3/27/2018	CinTamLLC
Jerry Jeschke	4/18/2016	4/18/2020	4	Jerry Jeshke	Secretary/Treasurer	Mayor Appoint.	BOA 4/26/2016	Jerry Jeschke
Tom Motley	4/18/2016	4/18/2020	4	Tom Motley	Chairman	Mayor Appoint.	BOA 4/26/2016	Tom Motley

PREPARED 10/17/2019 12:27:07
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 10172019 BRSNSDB

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 10/31/2019
Bank code 01 OZARK MOUNTAIN BANK VENDOR

REPORT SEQUENCE OPTIONS:

Vendor X One vendor per page? (Y,N) N
Bank/Vendor One vendor per page? (Y,N) N
Fund/Dept/Div Validate cash on hand? (Y,N) N
Fund/Dept/Div/Element/Obj Validate cash on hand? (Y,N) N
Proj/Fund/Dept/Div/Elm/Obj

This report is by: Vendor

Process by bank code? (Y,N) Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding 2019
Disbursement year/per 2019/10
Payment date 10/17/2019

Sum 10/17/19

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0001011	00	AFLAC						
801847		009333		01 10/15/2019	501-0000-201.10-30	OCT 2019 PREMIUMS	1,287.22	
						VENDOR TOTAL *	1,287.22	
0006091	00	ALBERTS LANDSCAPING & LAWN MAINT.						
850		PI4574 034192		01 10/09/2019	101-6010-560.20-23	SVC @ 706 S SECOND ST	20.25	
851		PI4575 034192		01 10/09/2019	101-6010-560.20-23	SVC @ 203 CLIFF DR	58.00	
						VENDOR TOTAL *	78.25	
0006258	00	AMERICAN FIDELITY - FLEX						
20191016		PR1016		01 10/16/2019	501-0000-201.10-31	PAYROLL SUMMARY	3,375.64	
						VENDOR TOTAL *	3,375.64	
0005642	00	BRAND, MICHAEL D						
10032019		009348		01 10/17/2019	230-1552-540.20-13	ADULT VOLLEYBALL OFFICIAL	75.00	
10102019		009348		01 10/17/2019	230-1552-540.20-13	ADULT VOLLEYBALL OFFICIAL	75.00	
10122019		009348		01 10/17/2019	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	120.00	
						VENDOR TOTAL *	270.00	
0000042	00	BRANSON CHAMBER OF COMMERCE						
10082019		PI4530 034024		01 10/08/2019	240-1620-510.20-32	OCT 2019 PARTIAL BILLING	28,085.00	
						VENDOR TOTAL *	28,085.00	
0006315	00	CEDAR RAPIDS BANK & TRUST COMPANY						
1872		009336		01 10/15/2019	101-1095-510.20-99	STORAGE FEE10/15-11/15/19	700.00	
1871		009335		01 10/15/2019	260-3041-520.20-01	SEP 2019 BLDG 13 ELEC USG	649.79	
						VENDOR TOTAL *	1,349.79	
0004952	00	CENTURY LINK						
10042019A		PI4509 033835		01 11/03/2019	101-1095-510.20-09	LONG DIST 10/4-11/3/19	8.70	
10042019		PI4510 033838		01 11/03/2019	101-1095-510.20-09	PHONE SRVC 10/4-11/3/19	2,028.76	
10042019		PI4511 033838		01 11/03/2019	620-4310-570.20-09	PHONE SRVC 10/4-11/3/19	47.29	
10042019		PI4512 033838		01 11/03/2019	620-4320-570.20-09	PHONE SRVC 10/4-11/3/19	46.75	
10042019		PI4513 033838		01 11/03/2019	620-4410-570.20-09	PHONE SRVC 10/4-11/3/19	37.82	
10042019		PI4514 033838		01 11/03/2019	620-4420-570.20-09	PHONE SRVC 10/4-11/3/19	172.72	
						VENDOR TOTAL *	2,342.04	
0006239	00	CLARK II, TERRANCE						
10072019		009348		01 10/17/2019	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	80.00	
						VENDOR TOTAL *	80.00	
0001732	00	CLEARVIEW WINDOW CLEANING/9DOT, INC						
17714090519		PI4474 034027		01 09/05/2019	260-3041-520.20-50	FIRE ST 1 WINDOW CLEANING	55.00	
						VENDOR TOTAL *	55.00	
0000094	00	EMPIRE DISTRICT ELECTRIC COMPANY						
10082019		PI4499 033947		01 10/08/2019	101-4142-530.20-01	ELECTRIC BILLING 10/8/19	22.69	
10092019		PI4529 033947		01 10/09/2019	620-4500-570.20-01	ELECTRIC BILLING 10/9/19	546.21	
						VENDOR TOTAL *	568.90	
0006172	00	ENTERPRISE FM TRUST						

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0006236	00	HILL, BREVIN						
10072019	009348		01	10/17/2019	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	20.00	
10122019	009348		01	10/17/2019	230-1558-540.20-13	YOUTH VOLLEYBALL OFFICIAL	105.00	
						VENDOR TOTAL *	125.00	
0006309	00	HOUSTON, BRYANT ALEXANDER						
10122019	009348		01	10/17/2019	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	40.00	
						VENDOR TOTAL *	40.00	
0003829	00	J JESCHKE APPRAISAL						
19-072	009338		01	10/15/2019	101-1095-510.20-99	AIRPORT PARKING APPRAISAL	800.00	
						VENDOR TOTAL *	800.00	
0006255	00	JENKINS, MICHIA						
10072019	009348		01	10/17/2019	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	40.00	
						VENDOR TOTAL *	40.00	
0006317	00	KENT, DAVID D.						
09102019	009348		01	10/17/2019	230-1554-540.40-10	PICKLEBALL NETS	700.00	
						VENDOR TOTAL *	700.00	
0000212	00	KIMBERLING CITY TIRE CO						
1-GS52424	PI4435		01	09/23/2019	101-0000-130.60-04	TIRE INVENTORY	76.66	
1-52436	PI4436		01	09/23/2019	101-0000-130.60-04	TIRE DISPOSAL	161.00	
1-GS52455	PI4437		01	09/25/2019	101-0000-130.60-04	TIRE INVENTORY	2,666.72	
1-GS52489	PI4438		01	09/30/2019	101-0000-130.60-04	TIRE INVENTORY	624.74	
						VENDOR TOTAL *	3,529.12	
0005815	00	LEXIPOL LLC						
30953	PI4501 034394		01	10/01/2019	260-3011-520.20-99	YRLY SUBSCRPT/FIRE POLICY	5,943.00	
						VENDOR TOTAL *	5,943.00	
0005456	00	LLOYDS DRY CLEANERS						
10112019	PI4500 034042		01	10/11/2019	260-2022-520.20-99	PD UNIFORM SERVICE	80.34	
						VENDOR TOTAL *	80.34	
0000276	00	MID-STATES ORG CRIME INFO CNTR						
148	009334		01	10/15/2019	260-2022-520.40-10	SURVEILLANCE SYS W/ LICN	1,550.00	
						VENDOR TOTAL *	1,550.00	
0000688	00	MO DNR						
10012019	PI4520 033890		01	10/31/2019	620-4320-570.20-18	CERT 13621-B JARED DW-A	45.00	
10012019B	PI4522 033890		01	10/31/2019	620-4420-570.20-18	CERT 9350-T GLENN WW-A	45.00	
10012019A	PI4521 033890		01	10/31/2019	620-4500-570.20-18	CERT 8087-K POWELL DW-D	45.00	
						VENDOR TOTAL *	135.00	
0005881	00	PITTENGER LAW GROUP, LLC						
20191016	PR1016		01	10/16/2019	501-0000-201.10-19	PAYROLL SUMMARY	63.33	
						VENDOR TOTAL *	63.33	
0005246	00	PROLAWN SERVICE COMPANY LLC						

PROGRAM: GM339L

AS OF: 10/31/2019 PAYMENT DATE: 10/17/2019

CITY OF BRANSON, MISSOURI

OZARK MOUNTAIN BANK VENDOR

BANK: 01

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006308	00	SMITH, ISRAEL								
10072019		009348				01 10/17/2019	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	100.00	
VENDOR TOTAL *									100.00	
0006082	00	SO MO PROFESSIONAL FIREFIGHTERS								
20191002		PR1002				01 10/02/2019	501-0000-201.10-40	PAYROLL SUMMARY	942.50	
20191016		PR1016				01 10/16/2019	501-0000-201.10-40	PAYROLL SUMMARY	942.50	
VENDOR TOTAL *									1,885.00	
0006083	00	SO MO PROFESSIONAL FIREFIGHTERS PAC								
20191002		PR1002				01 10/02/2019	501-0000-201.10-41	PAYROLL SUMMARY	41.50	
20191016		PR1016				01 10/16/2019	501-0000-201.10-41	PAYROLL SUMMARY	41.50	
VENDOR TOTAL *									83.00	
0006089	00	SPECIALTY AIR CONDITIONING SERVICES								
64582		PI4494	033849			01 10/10/2019	260-3041-520.20-50	VW1904-HVAC MNT/RPR 2019	591.66	
VENDOR TOTAL *									591.66	
0000399	00	TANEY CO HEALTH DEPT								
1902392		PI4495	033908			01 10/07/2019	101-1095-510.20-99	OCT 2019 INSTALLMENT	11,583.33	
VENDOR TOTAL *									11,583.33	
0005278	00	TOMO DRUG TESTING								
CI_01727		PI4467	033897			01 08/31/2019	101-0600-510.20-25	RANDON DRUG/ALCHL TESTING	345.00	
CI_02522		PI4473	033897			01 09/30/2019	101-0600-510.20-25	RANDOM DRUG/ALCHL TESTING	480.00	
VENDOR TOTAL *									825.00	
0005624	00	TRI-LAKES BIOSOLIDS COALITION								
7072		009331				01 10/15/2019	620-4420-570.20-99	SEP 2019 BIOSDS PRDCT CMP	21,663.13	
7072A		009332				01 10/15/2019	620-4420-570.20-99	SEP 2019 BIOSDS PRDCT CPR	4,213.45	
VENDOR TOTAL *									25,876.58	
0003515	00	TYLER TECHNOLOGIES, INC.								
025-273253		PI4498	033921			01 10/31/2019	101-1012-510.20-57	OCT 2019 MONTHLY MNT FEE	125.00	
VENDOR TOTAL *									125.00	
0006114	00	UNIFIRST CORPORATION								
3219098		PI4480	033848			01 10/08/2019	101-4111-530.20-74	UNIFORM SERVICE 10/8/19	9.05	
3219096		PI4478	033848			01 10/08/2019	101-4142-530.20-74	UNIFORM SERVICE 10/8/19	2.95	
3219100		PI4483	033848			01 10/08/2019	101-4142-530.20-74	UNIFORM SERVICE 10/8/19	7.68	
3219094		PI4477	033848			01 10/08/2019	101-5010-510.20-74	UNIFORM SERVICE 10/8/19	6.55	
3219099		PI4481	033848			01 10/08/2019	105-4110-530.20-60	UNIFORM SERVICE 10/8/19	3.00	
3219099		PI4482	033848			01 10/08/2019	105-4110-530.20-74	UNIFORM SERVICE 10/8/19	14.76	
3219097		PI4479	033848			01 10/08/2019	105-4121-530.20-74	UNIFORM SERVICE 10/8/19	50.32	
3219101		PI4484	033848			01 10/08/2019	105-4121-530.20-74	UNIFORM SERVICE 10/8/19	8.65	
3219116		PI4492	033848			01 10/08/2019	105-4121-530.20-74	UNIFORM SERVICE 10/8/19	5.67	
3219141		PI4493	033848			01 10/08/2019	175-1095-510.40-01	UNIFORM SERVICE 10/8/19	1.35	
3219103		PI4488	033848			01 10/08/2019	620-4310-570.20-74	UNIFORM SERVICE 10/8/19	36.10	
3219103		PI4489	033848			01 10/08/2019	620-4320-570.20-74	UNIFORM SERVICE 10/8/19	43.83	

PREPARED 10/17/2019,12:27:07
 PROGRAM: GM339L
 CITY OF BRANSON, MISSOURI
 OZARK MOUNTAIN BANK VENDOR

EXPENDITURE APPROVAL LIST
 AS OF: 10/31/2019 PAYMENT DATE: 10/17/2019

BANK: 01

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006114	00	UNIFIRST CORPORATION						
3219102		PI4485 033848	01	10/08/2019	620-4410-570.20-74	UNIFORM SERVICE 10/8/19	8.27	
3219103		PI4490 033848	01	10/08/2019	620-4410-570.20-74	UNIFORM SERVICE 10/8/19	12.27	
3219102		PI4486 033848	01	10/08/2019	620-4415-570.20-74	UNIFORM SERVICE 10/8/19	6.86	
3219102		PI4487 033848	01	10/08/2019	620-4420-570.20-74	UNIFORM SERVICE 10/8/19	31.58	
3219103		PI4491 033848	01	10/08/2019	620-4420-570.20-74	UNIFORM SERVICE 10/8/19	28.72	
						VENDOR TOTAL *	277.61	
0005155	00	UNITED WAY OF THE OZARKS						
20191016		PR1016	01	10/16/2019	501-0000-201.10-30	PAYROLL SUMMARY	46.00	
						VENDOR TOTAL *	46.00	
0005879	00	US BANK EQUIPMENT FINANCE						
397217886		PI4475 033839	01	10/08/2019	101-1095-510.20-44	LEASE PAYMENT COPIERS	1,418.32	
397217886		PI4476 033839	01	10/08/2019	620-4500-570.20-55	LEASE PAYMENT COPIERS	425.49	
						VENDOR TOTAL *	1,843.81	
0006098	00	WEISMAN, SARAH						
10122019		009348	01	10/17/2019	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	60.00	
						VENDOR TOTAL *	60.00	
0005692	00	WEISMAN, SCHAN						
10122019		009348	01	10/17/2019	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	90.00	
						VENDOR TOTAL *	90.00	
0006313	00	WOOD, SETH GREGORY						
10072019		009348	01	10/17/2019	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	50.00	
						VENDOR TOTAL *	50.00	
0005957	00	911 CUSTOM, LLC						
37700		009337	01	10/15/2019	539-2060-520.40-10	K9 UNIT EQUIPMENT	2,710.57	
						VENDOR TOTAL *	2,710.57	
						TOTAL EXPENDITURES ****	165,089.95	
						GRAND TOTAL *****		165,089.95

PREPARED 10/24/2019 10:59:25
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 10242019 BRSNSDB

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 11/07/2019
Bank code 01 OZARK MOUNTAIN BANK VENDOR

REPORT SEQUENCE OPTIONS:

Vendor X One vendor per page? (Y,N) N
Bank/Vendor One vendor per page? (Y,N) N
Fund/Dept/Div Validate cash on hand? (Y,N) N
Fund/Dept/Div/Element/Obj Validate cash on hand? (Y,N) N
Proj/Fund/Dept/Div/Elm/Obj

This report is by: Vendor

Process by bank code? (Y,N) Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding 2019
Disbursement year/per 2019/10
Payment date 10/24/2019

Sum 10/24/19

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
8888888	00	INTERIANO, ROCIO						
000045439	UT		01	12/28/2016	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 129079	14.02-
						VENDOR TOTAL *	.00	14.02-
8888888	00	IVADILINOVA, MERUYERT &						
000044939	UT		01	12/09/2016	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 128841	14.96-
						VENDOR TOTAL *	.00	14.96-
0001414	00	JAN HAMILTON						
0011305	OL		01	01/15/2016	240-0000-220.01-07	OL REFUNDS	CHECK #: 125799	100.00-
						VENDOR TOTAL *	.00	100.00-
0006255	00	JENKINS, MICHIA						
10142019	009363		01	10/22/2019	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	40.00	
						VENDOR TOTAL *	40.00	
8888888	00	JERSAK, ROBERT C.						
000039595	UT		01	12/28/2016	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 129085	17.55-
						VENDOR TOTAL *	.00	17.55-
8888888	00	JOHNSON, AMY R						
000043915	UT		01	12/28/2016	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 129086	19.55-
						VENDOR TOTAL *	.00	19.55-
8888888	00	JOHNSON, KRISINDA LEIGH &						
000044731	UT		01	04/08/2016	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 126638	19.99-
						VENDOR TOTAL *	.00	19.99-
8888888	00	KAY, JOHN M						
000043703	UT		01	03/17/2016	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 126459	15.58-
						VENDOR TOTAL *	.00	15.58-
8888888	00	LEE, HELENA						
000044349	UT		01	06/09/2016	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 127172	18.43-
						VENDOR TOTAL *	.00	18.43-
8888888	00	LEE, JUSTIN						
000045407	UT		01	09/15/2016	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 128028	23.26-
						VENDOR TOTAL *	.00	23.26-
8888888	00	LERMA, SANDRA						
000043177	UT		01	12/28/2016	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 129091	8.67-
						VENDOR TOTAL *	.00	8.67-
0005456	00	LLOYDS DRY CLEANERS						
10182019	PI4640 034042		01	10/18/2019	260-2022-520.20-99	PD UNIFORM SERVICE	59.22	
						VENDOR TOTAL *	59.22	
0001414	00	MAIN STREET DELI						

BANK: 01

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001414	00	MAIN STREET DELI									
0011296		OL					01 10/13/2016	240-0000-220.01-07	OL REFUNDS	CHECK #: 128362	100.00-
VENDOR TOTAL *										.00	100.00-
8888888	00	MERCADO, DIXIE									
000044973		UT					01 07/07/2016	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 127488	16.80-
VENDOR TOTAL *										.00	16.80-
8888888	00	MILLER, DEBORAH A									
000044227		UT					01 12/16/2016	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 128939	22.23-
VENDOR TOTAL *										.00	22.23-
8888888	00	MILLS, MAKALA K									
000044933		UT					01 12/28/2016	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 129101	30.05-
VENDOR TOTAL *										.00	30.05-
0000249	00	MISSOURI STATE HIGHWAY PATROL									
812HP020E71109		PI4634 033899					01 10/07/2019	101-0600-510.20-25	PRE-EMPLMT BCKGRND CHECK	66.50	
VENDOR TOTAL *										66.50	
0004467	00	MO STATE TREASURER									
12181542539		001735					01 10/23/2019	105-4110-530.40-01	SUBSCRIPTION	62.23	
3401		002470					01 10/23/2019	105-4110-530.20-54	TOWING FROM GAS/WATER ERR	75.00	
0011305		OL					01 10/23/2019	240-0000-220.01-07	OL REFUNDS	100.00	
0011296		OL					01 10/23/2019	240-0000-220.01-07	OL REFUNDS	100.00	
20191023		PR1031					01 10/23/2019	501-0000-201.10-30	PAYROLL SUMMARY	10.39	
12-00000639		BONBP					01 10/23/2019	533-1560-427.80-02	TREE REMOVAL	50.00	
000040771		UT					01 10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	67.42	
000045953		UT					01 10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	58.71	
000042917		UT					01 10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	113.19	
000044967		UT					01 10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	14.86	
000041157		UT					01 10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	30.44	
000045097		UT					01 10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	14.13	
000043293		UT					01 10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	18.83	
000005989		UT					01 10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	11.46	
000042507		UT					01 10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	15.78	
000044609		UT					01 10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	23.38	
000044551		UT					01 10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	37.55	
000043883		UT					01 10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	16.57	
000045579		UT					01 10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	22.99	
000043703		UT					01 10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	15.58	
000040543		UT					01 10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	27.99	
000044797		UT					01 10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	45.69	
000044797		UT					01 10/23/2019	620-0000-202.11-05	MANUAL CHECK	1.50	
000036795		UT					01 10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	.94	
000040597A		UT					01 10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	19.42	
000044731		UT					01 10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	19.99	
000044157		UT					01 10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	37.28	
000024719		UT					01 10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	4.05	

BANK: 01

VEND NO	SEQ#	VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.			DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO							AMOUNT
0004467	00	MO STATE TREASURER							
000004927	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	6.55	
000024169	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	2.74	
000044089	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	.79	
000044485	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	45.42	
000045179	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	6.17	
000043833	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	1.86	
000044011	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	27.50	
000044349	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	18.43	
000021959	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	10.21	
000041339	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	18.14	
000044673	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	49.02	
000045539	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	29.92	
000044075	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	13.26	
000040695	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	29.15	
000044973	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	16.80	
000045603	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	13.60	
000044651	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	13.58	
000044283	UT			01	10/23/2019	620-0000-202.11-05	MANUAL CHECK	7.94	
000045813	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	9.13	
000043809	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	29.64	
000017281	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	15.72	
000041475	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	8.41	
000045317	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	19.39	
000044599	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	14.44	
000045407	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	23.26	
000038883	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	3.57	
000045093	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	9.73	
000045957	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	8.14	
000041095	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	17.55	
000041493	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	2.02	
000045547	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	27.06	
000044439	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	27.99	
000034099	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	20.49	
000002293	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	10.21	
000040497	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	20.26	
000044939	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	14.96	
000046229	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	2.70	
000044281	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	11.74	
000045907	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	14.02	
000045319	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	22.60	
000044227	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	22.23	
000046781	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	20.26	
000038215	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	10.28	
000045571	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	30.05	
000045439	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	14.02	
000039595	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	17.55	
000043915	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	19.55	
000043177	UT			01	10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	8.67	

BANK: 01

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004467	00	MO STATE TREASURER									
000046589		UT					01 10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	28.74	
000045025		UT					01 10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	26.90	
000046081		UT					01 10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	30.05	
000044933		UT					01 10/23/2019	620-0000-202.11-05	FINAL BILL REFUND	30.05	
VENDOR TOTAL *										1,917.83	
8888888	00	MONTIEL, MOSES									
000044157		UT					01 05/12/2016	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 126910	37.28-
VENDOR TOTAL *										.00	37.28-
9999999	00	MORRIS HOSPITALITY									
12-00000639		BONBP					01 07/07/2016	533-1560-427.80-02	TREE REMOVAL	CHECK #: 127491	50.00-
VENDOR TOTAL *										.00	50.00-
0004402	00	MOTLEY LAW FIRM, P.C., THE									
10152019		PI4607 033832					01 10/15/2019	101-1012-510.20-11	JUDGE SERVICES 10/15/19	1,200.00	
10162019		PI4608 033832					01 10/16/2019	101-1012-510.20-11	JUDGE SERVICES 10/16/19	1,200.00	
VENDOR TOTAL *										2,400.00	
8888888	00	NASH, KELLY									
000045097		UT					01 02/05/2016	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 126085	14.13-
VENDOR TOTAL *										.00	14.13-
8888888	00	NUSS, AMANDA PAIGE									
000034099		UT					01 12/02/2016	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 128778	20.49-
VENDOR TOTAL *										.00	20.49-
8888888	00	PARKER, DANA V									
000044609		UT					01 01/15/2016	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 125822	23.38-
VENDOR TOTAL *										.00	23.38-
0003132	00	PENMAC									
793822		009368					01 10/22/2019	101-0710-510.20-99	DATA ENTRY CLRK 9/30-10/6	126.72	
794495		009368					01 10/22/2019	101-0710-510.20-99	DATA ENTR CLRK 10/7-10/13	601.92	
VENDOR TOTAL *										728.64	
0006307	00	PRO-TAINER									
126505		PI4595 034367					01 09/24/2019	101-4111-530.70-07	GR1909-RECYCLING TRAILER	16,620.00	
VENDOR TOTAL *										16,620.00	
0005246	00	PROLAWN SERVICE COMPANY LLC									
20191013		PI4597 033820					01 11/13/2019	101-4142-530.20-50	MOWING SEPT 23 - 29	250.00	
20191014		PI4600 033820					01 11/13/2019	101-4142-530.20-50	MOWING SEPT 30 - OCT 6	250.00	
20191015		PI4603 033820					01 11/13/2019	101-4142-530.20-50	MOWING OCT 7 - 13	250.00	
20191013		PI4598 033820					01 11/13/2019	230-1579-540.20-50	MOWING SEPT 23 - 29	1,010.00	
20191014		PI4601 033820					01 11/13/2019	230-1579-540.20-50	MOWING SEPT 30 - OCT 6	1,010.00	
20191015		PI4604 033820					01 11/13/2019	230-1579-540.20-50	MOWING OCT 7 - 13	760.00	
20191013		PI4599 033820					01 11/13/2019	260-3041-520.20-50	MOWING SEPT 23 - 29	150.00	

BANK: 01

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
8888888	00	TEST, ALLISON	000045957	UT		01	09/15/2016	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 128092	8.14-
VENDOR TOTAL *										.00	8.14-
8888888	00	THOMPSON-WEIR, CARA M	000046081	UT		01	12/28/2016	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 129143	30.05-
VENDOR TOTAL *										.00	30.05-
8888888	00	THORPE, BRYAN L	000044967	UT		01	01/07/2016	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 125727	14.86-
VENDOR TOTAL *										.00	14.86-
8888888	00	THRELKELD, LEONA	000005989	UT		01	01/15/2016	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 125843	11.46-
VENDOR TOTAL *										.00	11.46-
8888888	00	TITCOMB, CHAUN	000017281	UT		01	07/07/2016	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 127528	15.72-
VENDOR TOTAL *										.00	15.72-
0006288	00	TOPCON SOLUTIONS STORE	103652	PI4589	034296	01	08/30/2019	101-5010-510.70-24	ROBOTIC TOTAL STATION	26,906.53	
VENDOR TOTAL *										26,906.53	
0006189	00	TRI-LAKES TITLE & ESCROW, LLC	BR6194	009367		01	10/22/2019	101-6010-560.20-31	OWNRSH RPRT/DNGROUS BLDG	200.00	
VENDOR TOTAL *										200.00	
0006225	00	TRONEX INTERNATIONAL, INC	309012	PI4636	033981	01	10/15/2019	620-4320-570.40-03	WT NITRILE GLOVES	106.80	
307898				PI4635	033981	01	10/08/2019	620-4420-570.40-03	WWT NITRILE GLOVES	267.00	
VENDOR TOTAL *										373.80	
0006114	00	UNIFIRST CORPORATION	3220210	PI4613	033848	01	10/15/2019	101-4111-530.20-74	UNIFORM SERVICE 10/15/19	9.05	
3220208				PI4611	033848	01	10/15/2019	101-4142-530.20-74	UNIFORM SERVICE 10/15/19	2.95	
3220212				PI4616	033848	01	10/15/2019	101-4142-530.20-74	UNIFORM SERVICE 10/15/19	7.68	
32202206				PI4625	033848	01	10/15/2019	101-5010-510.20-74	UNIFORM SERVICE 10/15/19	6.55	
3220211				PI4614	033848	01	10/15/2019	105-4110-530.20-60	UNIFORM SERVICE 10/15/19	3.00	
3220211				PI4615	033848	01	10/15/2019	105-4110-530.20-74	UNIFORM SERVICE 10/15/19	14.76	
3220209				PI4612	033848	01	10/15/2019	105-4121-530.20-74	UNIFORM SERVICE 10/15/19	50.32	
3220213				PI4617	033848	01	10/15/2019	105-4121-530.20-74	UNIFORM SERVICE 10/15/19	8.65	
3220228				PI4626	033848	01	10/15/2019	105-4121-530.20-74	UNIFORM SERVICE 10/15/19	5.67	
3220262				PI4627	033848	01	10/15/2019	175-1095-510.40-01	UNIFORM SERVICE 10/15/19	1.35	
3220215				PI4621	033848	01	10/15/2019	620-4310-570.20-74	UNIFORM SERVICE 10/15/19	36.10	
3220215				PI4622	033848	01	10/15/2019	620-4320-570.20-74	UNIFORM SERVICE 10/15/19	43.83	
3220214				PI4618	033848	01	10/15/2019	620-4410-570.20-74	UNIFORM SERVICE 10/15/19	8.27	
3220215				PI4623	033848	01	10/15/2019	620-4410-570.20-74	UNIFORM SERVICE 10/15/19	12.27	
3220214				PI4619	033848	01	10/15/2019	620-4415-570.20-74	UNIFORM SERVICE 10/15/19	6.86	

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0006114	00	UNIFIRST CORPORATION						
3220214		PI4620 033848	01	10/15/2019	620-4420-570.20-74	UNIFORM SERVICE 10/15/19	31.58	
3220215		PI4624 033848	01	10/15/2019	620-4420-570.20-74	UNIFORM SERVICE 10/15/19	28.72	
						VENDOR TOTAL *	277.61	
8888888	00	VRABIE, CONSTANTIN						
000044439		UT	01	10/07/2016	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 128313	27.99-
						VENDOR TOTAL *	.00	27.99-
0006152	00	WAKE, SHAWN						
10192019		009352	01	10/22/2019	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	60.00	
						VENDOR TOTAL *	60.00	
8888888	00	WEBB, SARAH M						
000044283		UT	01	07/07/2016	620-0000-202.11-05	MANUAL CHECK	CHECK #: 127535	7.94-
						VENDOR TOTAL *	.00	7.94-
0006098	00	WEISMAN, SARAH						
10192019		009354	01	10/22/2019	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	45.00	
						VENDOR TOTAL *	45.00	
0005692	00	WEISMAN, SCHAN						
10192019		009353	01	10/22/2019	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	90.00	
						VENDOR TOTAL *	90.00	
8888888	00	WHITE, MICHAEL						
000041339		UT	01	06/09/2016	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 127236	18.14-
						VENDOR TOTAL *	.00	18.14-
8888888	00	WHITMER, HEATHER						
000045813		UT	01	07/07/2016	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 127539	9.13-
						VENDOR TOTAL *	.00	9.13-
8888888	00	WILHELM, ANDREA						
000045953		UT	01	08/11/2016	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 127798	58.71-
						VENDOR TOTAL *	.00	58.71-
8888888	00	WILKINSON, DAVID & TONI						
000044551		UT	01	02/05/2016	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 126107	37.55-
						VENDOR TOTAL *	.00	37.55-
8888888	00	WISKUR, LINDSEY B						
000043883		UT	01	02/05/2016	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 126109	16.57-
						VENDOR TOTAL *	.00	16.57-
8888888	00	WITTMER, JEREMY						
000040771		UT	01	04/08/2016	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 126673	67.42-
						VENDOR TOTAL *	.00	67.42-
0006313	00	WOOD, SETH GREGORY						

PREPARED 10/24/2019,10:59:25
 PROGRAM: GM339L
 CITY OF BRANSON, MISSOURI
 OZARK MOUNTAIN BANK VENDOR

EXPENDITURE APPROVAL LIST
 AS OF: 11/07/2019 PAYMENT DATE: 10/24/2019

BANK: 01

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006313	00	WOOD, SETH GREGORY	10142019	009362		01	10/22/2019	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	80.00	
									VENDOR TOTAL *	80.00	
0006160	00	WRIGHT, LUCAS	10192019	009355		01	10/22/2019	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	40.00	
									VENDOR TOTAL *	40.00	
8888888	00	YEVEVERINO, AUGUSTO	000041475	UT		01	08/11/2016	620-0000-202.11-05	FINAL BILL REFUND	CHECK #: 127799	8.41-
									VENDOR TOTAL *	.00	8.41-
0006241	00	YOUNG, SHAWN COLTON	10142019	009364		01	10/22/2019	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	50.00	
									VENDOR TOTAL *	50.00	
0005957	00	911 CUSTOM, LLC	38134	009367		01	10/22/2019	539-2060-520.40-10	K9 UNIT-CARGO BOX/BRCKT K	1,300.75	
									VENDOR TOTAL *	1,300.75	
									HAND ISSUED TOTAL ***		1,907.44-
									TOTAL EXPENDITURES ****	580,199.01	1,907.44-
									GRAND TOTAL *****		578,291.57

PREPARED 10/31/2019 12:40:38
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 10312019 BRSNSDB

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 11/14/2019
Bank code 01 OZARK MOUNTAIN BANK VENDOR

REPORT SEQUENCE OPTIONS:

Vendor X One vendor per page? (Y,N) N
Bank/Vendor One vendor per page? (Y,N) N
Fund/Dept/Div Validate cash on hand? (Y,N) N
Fund/Dept/Div/Element/Obj Validate cash on hand? (Y,N) N
Proj/Fund/Dept/Div/Elm/Obj

This report is by: Vendor

Process by bank code? (Y,N) Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding 2019
Disbursement year/per 2019/10
Payment date 10/31/2019

Sum 10/31/19

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0006217	00	AMERICAN FIDELITY ASSURANCE COMPANY						
D076713	009385		01	10/29/2019	501-0000-201.10-31	OCT 2019 PREMIUMS	7,357.95	
						VENDOR TOTAL *	7,357.95	
9999999	00	ARC RESOURCES, LLC						
19-00000389	BONBP		01	10/15/2019	533-0000-220.40-00	LANDSCAPING DEPOSIT	6,500.00	
						VENDOR TOTAL *	6,500.00	
0005642	00	BRAND, MICHAEL D						
10242019	009392		01	10/29/2019	230-1552-540.20-13	ADULT VOLLEYBALL OFFICIAL	75.00	
						VENDOR TOTAL *	75.00	
0005598	00	C & C SALES, INC						
27435	PI4703 034293		01	09/14/2019	230-1580-540.20-50	RECPLX FIRE EXT MAINT	865.90	
						VENDOR TOTAL *	865.90	
0000470	00	CITY OF BRANSON						
10292019	009380		01	10/29/2019	230-0000-210.10-00	SEPT 2019 CAMPGROUND TT	4,315.83	
10292019A	009381		01	10/29/2019	230-1510-480.60-00	SEPT 2019 CAMPGROUND TT	7.63-	
						VENDOR TOTAL *	4,308.20	
8888888	00	COATE, MARY J						
000041163	UT		01	10/28/2019	620-0000-202.11-05	MANUAL CHECK	300.00	
						VENDOR TOTAL *	300.00	
0004055	00	COLUMBIA CAPITAL MANAGEMENT LLC						
19751002	009383		01	10/29/2019	101-1095-510.20-99	SEPT 2019 BILLABLE HOURS	256.25	
						VENDOR TOTAL *	256.25	
0001197	00	COX HEALTH SYSTEMS						
WI 679	009386		01	10/29/2019	101-0600-510.40-66	SEPT WELLNESS COACHING	58.50	
						VENDOR TOTAL *	58.50	
0005996	00	EMPIRE ENERGY, LLC						
10222019	PI4728 033850		01	10/22/2019	105-4110-530.40-40	FUEL 10/1/19 - 10/15/19	13,011.00	
10222019	PI4729 033850		01	10/22/2019	620-4310-570.40-40	FUEL 10/1/19 - 10/15/19	1,178.92	
10222019	PI4730 033850		01	10/22/2019	620-4320-570.40-40	FUEL 10/1/19 - 10/15/19	796.05	
10222019	PI4731 033850		01	10/22/2019	620-4410-570.40-40	FUEL 10/1/19 - 10/15/19	783.86	
10222019	PI4732 033850		01	10/22/2019	620-4415-570.40-40	FUEL 10/1/19 - 10/15/19	455.33	
10222019	PI4733 033850		01	10/22/2019	620-4420-570.40-40	FUEL 10/1/19 - 10/15/19	1,513.84	
10222019	PI4734 033850		01	10/22/2019	620-4500-570.40-40	FUEL 10/1/19 - 10/15/19	159.21	
						VENDOR TOTAL *	17,898.21	
9999999	00	FAITH LIFE CHURCH						
MR Refund	MR		01	10/11/2019	620-0000-220.30-01	FAITH LIFE CHURCH	97.46	
						VENDOR TOTAL *	97.46	
0001655	00	FAMILY SUPPORT PAYMENT CENTER						
20171214	PR1031		01	12/14/2017	501-0000-201.10-19	PAYROLL SUMMARY	23.08-	

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003132	00	PENMAC						
795163		009382	01	10/29/2019	101-0710-510.20-99	DATA ENT CLRK 10/14-10/20	633.60	
						VENDOR TOTAL *	633.60	
0004050	00	PHILLIPS PINWOOD MULCH						
14435		PI4704 033813	01	11/20/2019	230-1579-540.40-03	PLAYGROUND MULCH	1,595.00	
						VENDOR TOTAL *	1,595.00	
0005881	00	PITTENGER LAW GROUP, LLC						
20191030		PR1030	01	10/30/2019	501-0000-201.10-19	PAYROLL SUMMARY	62.78	
						VENDOR TOTAL *	62.78	
9999999	00	PROGRESSIVE SOLUTIONS						
MR Refund		MR	01	10/11/2019	620-0000-220.30-01	PROGRESSIVE SOLUTIONS	212.30	
						VENDOR TOTAL *	212.30	
0005246	00	PROLAWN SERVICE COMPANY LLC						
20191025		PI4705 033820	01	11/20/2019	101-4142-530.20-50	MOWING OCT 14 - 20	250.00	
20191025		PI4706 033820	01	11/20/2019	230-1579-540.20-50	MOWING OCT 14 - 20	1,010.00	
20191025		PI4707 033820	01	11/20/2019	260-3041-520.20-50	MOWING OCT 14 - 20	150.00	
						VENDOR TOTAL *	1,410.00	
0006277	00	RHOADS CONTRACTING, LLC						
683		PI4748 034243	01	10/14/2019	101-5010-510.20-07	TRAFFIC SIGNAL MAINT	725.50	
683		PI4749 034243	01	10/14/2019	105-4121-530.20-07	TRAFFIC SIGNAL MAINT	46.50	
						VENDOR TOTAL *	772.00	
8888888	00	SCHRAUTH, THOMAS						
000052189		UT	01	10/28/2019	620-0000-202.11-05	MANUAL DEPOSIT REFUND	37.50	
						VENDOR TOTAL *	37.50	
0006308	00	SMITH, ISRAEL						
10212019		009396	01	10/29/2019	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	100.00	
						VENDOR TOTAL *	100.00	
0000003	00	STEELE, KEITH						
10042019		009401	01	10/29/2019	101-0000-480.50-00	RECORDS REQUEST REFUND	18.00	
						VENDOR TOTAL *	18.00	
8888888	00	SUNSET REALTY						
000038021		UT	01	10/25/2019	620-0000-202.11-05	MANUAL DEPOSIT REFUND	75.00	
						VENDOR TOTAL *	75.00	
0000384	00	TABLE ROCK ASPHALT CONST.						
265281		PI4670 033845	01	10/11/2019	105-4121-530.40-20	2-6" CLEAN ROCK-ROARK RD	74.56	
265561		PI4671 033845	01	10/18/2019	105-4121-530.40-20	1/2" HOT MIX-STOCKSTLL LN	531.28	
265646		PI4672 033845	01	10/21/2019	105-4121-530.40-20	PRE MIX-GRANT AVE	1,113.84	
265699		PI4673 033845	01	10/22/2019	105-4121-530.40-20	1/2" HOT MIX-STOCKSTLL LN	632.78	
265715		PI4709 033845	01	10/22/2019	105-4121-530.40-20	57 STONE-STOCKPILE	160.69	

BANK: 01

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000384	00	TABLE ROCK ASPHALT CONST.								
265773		PI4710 033845 01 10/23/2019				105-4121-530.40-20		1/2" HOT MIX-STOCKSTLL LN	731.38	
VENDOR TOTAL *									3,244.53	
0000811	00	TANEY CO SHERIFF								
10022019E		PI4735 033915 01 10/02/2019				260-2022-520.20-67		PRISONER BRDNG-INMT 49472	90.00	
10032019		PI4736 033915 01 10/03/2019				260-2022-520.20-67		PRISONER BRDNG-INMT 49474	90.00	
10052019		PI4737 033915 01 10/05/2019				260-2022-520.20-67		PRISONER BRDNG-INMT 49495	45.00	
10052019A		PI4738 033915 01 10/05/2019				260-2022-520.20-67		PRISONER BRDNG-INMT 49497	45.00	
10062019		PI4739 033915 01 10/06/2019				260-2022-520.20-67		PRISONER BRDNG-INMT 49503	45.00	
10072019		PI4740 033915 01 10/07/2019				260-2022-520.20-67		PRISONER BRDNG-INMT 49508	45.00	
10072019A		PI4741 033915 01 10/07/2019				260-2022-520.20-67		PRISONER BRDNG-INMT 49511	45.00	
10082019		PI4742 033915 01 10/08/2019				260-2022-520.20-67		PRISONER BRDNG-INMT 49524	45.00	
10112019		PI4743 033915 01 10/11/2019				260-2022-520.20-67		PRISONER BRDNG-INMT 49548	45.00	
10132019		PI4744 033915 01 10/13/2019				260-2022-520.20-67		PRISONER BRDNG-INMT 49558	45.00	
VENDOR TOTAL *									540.00	
0000403	00	TANEY CO TREASURER								
10252019		PI4747 034172 01 10/25/2019				260-2022-520.20-99		SEPT 2019 ANIMAL CONTROL	4,457.39	
VENDOR TOTAL *									4,457.39	
0005777	00	TRI-LAKES LAW FIRM, LLC								
10142019		PI4750 034395 01 10/14/2019				101-1012-510.20-02		TRANSLATOR SERVICES	100.00	
10142019A		PI4751 034396 01 10/14/2019				101-1012-510.20-02		TRANSLATOR SERVICES	100.00	
VENDOR TOTAL *									200.00	
0000461	00	TRI-LAKES MOTORS, INC								
167183		PI4693 01 10/15/2019				101-0000-130.60-04		PAD KITS & ROTOR/BRAKES	860.08	
167195		PI4694 01 10/17/2019				101-0000-130.60-04		ROTOR/BRAKES	656.10	
VENDOR TOTAL *									1,516.18	
0006114	00	UNIFIRST CORPORATION								
3221354		PI4714 033848 01 10/22/2019				101-4111-530.20-74		UNIFORM SERVICE 10/22/19	9.05	
3221352		PI4712 033848 01 10/22/2019				101-4142-530.20-74		UNIFORM SERVICE 10/22/19	2.95	
3221356		PI4717 033848 01 10/22/2019				101-4142-530.20-74		UNIFORM SERVICE 10/22/19	7.68	
3221350		PI4711 033848 01 10/22/2019				101-5010-510.20-74		UNIFORM SERVICE 10/22/19	6.55	
3221355		PI4715 033848 01 10/22/2019				105-4110-530.20-60		UNIFORM SERVICE 10/22/19	3.00	
3221355		PI4716 033848 01 10/22/2019				105-4110-530.20-74		UNIFORM SERVICE 10/22/19	14.76	
3221353		PI4713 033848 01 10/22/2019				105-4121-530.20-74		UNIFORM SERVICE 10/22/19	50.32	
3221357		PI4718 033848 01 10/22/2019				105-4121-530.20-74		UNIFORM SERVICE 10/22/19	8.65	
3221372		PI4726 033848 01 10/22/2019				105-4121-530.20-74		UNIFORM SERVICE 10/22/19	5.67	
3221400		PI4727 033848 01 10/22/2019				175-1095-510.40-01		UNIFORM SERVICE 10/22/19	1.35	
3221359		PI4722 033848 01 10/22/2019				620-4310-570.20-74		UNIFORM SERVICE 10/22/19	36.10	
3221359		PI4723 033848 01 10/22/2019				620-4320-570.20-74		UNIFORM SERVICE 10/22/19	43.83	
3221358		PI4719 033848 01 10/22/2019				620-4410-570.20-74		UNIFORM SERVICE 10/22/19	8.27	
3221359		PI4724 033848 01 10/22/2019				620-4410-570.20-74		UNIFORM SERVICE 10/22/19	12.27	
3221358		PI4720 033848 01 10/22/2019				620-4415-570.20-74		UNIFORM SERVICE 10/22/19	6.86	
3221358		PI4721 033848 01 10/22/2019				620-4420-570.20-74		UNIFORM SERVICE 10/22/19	31.58	
3221359		PI4725 033848 01 10/22/2019				620-4420-570.20-74		UNIFORM SERVICE 10/22/19	28.72	

PREPARED 10/31/2019,12:40:38
 PROGRAM: GM339L
 CITY OF BRANSON, MISSOURI
 OZARK MOUNTAIN BANK VENDOR

EXPENDITURE APPROVAL LIST
 AS OF: 11/14/2019 PAYMENT DATE: 10/31/2019
 BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0006114	00	UNIFIRST CORPORATION						
						VENDOR TOTAL *	277.61	
0005155	00	UNITED WAY OF THE OZARKS						
20191030	PR1030		01	10/30/2019	501-0000-201.10-30	PAYROLL SUMMARY	46.00	
						VENDOR TOTAL *	46.00	
0005542	00	VIGILANT SOLUTIONS INC						
27408 RI	009387		01	10/29/2019	260-2022-520.20-55	2019-2020 ANNL CLK RNEWAL	2,325.00	
27408 RI-A	009388		01	10/29/2019	260-2022-520.40-01	CAMERA LICENSE KEYS	1,744.00	
						VENDOR TOTAL *	4,069.00	
0006313	00	WOOD, SETH GREGORY						
10212019	009397		01	10/29/2019	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	40.00	
						VENDOR TOTAL *	40.00	
0006241	00	YOUNG, SHAWN COLTON						
10212019	009400		01	10/29/2019	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	50.00	
						VENDOR TOTAL *	50.00	
						TOTAL EXPENDITURES ****	62,307.92	
						GRAND TOTAL *****		62,307.92

PREPARED 11/07/2019 14:37:55
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 11072019 BRSNSDB

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 11/21/2019
Bank code 01 OZARK MOUNTAIN BANK VENDOR

REPORT SEQUENCE OPTIONS:

Vendor X One vendor per page? (Y,N) N
Bank/Vendor One vendor per page? (Y,N) N
Fund/Dept/Div Validate cash on hand? (Y,N) N
Fund/Dept/Div/Element/Obj Validate cash on hand? (Y,N) N
Proj/Fund/Dept/Div/Elm/Obj

This report is by: Vendor

Process by bank code? (Y,N) Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding 2019
Disbursement year/per 2019/11
Payment date 11/07/2019

SUM 11/8/19

BANK: 01

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006243	00	ALLGEIER, MARTIN & ASSOCIATES, INC									
BRAN7018002CR-	1PI4826	033967	01	10/22/2019	146-5010-510.90-11				SW1901-DEWEY BALD IMPRV	3,500.00	
BRAN7018002G-	01PI4827	033967	01	10/22/2019	146-5010-510.90-11				SW1901-DEWEY BALD IMPRV	10,000.00	
VENDOR TOTAL *										13,500.00	
0006256	00	BARTRAM, JOSHUA CALEB									
11022019	009423		01	11/05/2019	230-1557-540.20-13				YOUTH SOCCER OFFICIAL	114.00	
VENDOR TOTAL *										114.00	
0005642	00	BRAND, MICHAEL D									
10312019	009421		01	11/05/2019	230-1552-540.20-13				ADULT VOLLEYBALL OFFICIAL	60.00	
11022019	009424		01	11/05/2019	230-1557-540.20-13				YOUTH SOCCER OFFICIAL	120.00	
VENDOR TOTAL *										180.00	
0000042	00	BRANSON CHAMBER OF COMMERCE									
10312019	PI4828	034024	01	10/31/2019	240-1620-510.20-32				OCT 2019 PARTIAL BILLING	2,686.99	
11012019	PI4829	034024	01	11/01/2019	240-1620-510.20-32				OCT 2019 PARTIAL BILLING	2,830.77	
VENDOR TOTAL *										5,517.76	
0005598	00	C & C SALES, INC									
27427	PI4837	034293	01	09/14/2019	260-3041-520.20-50				FIRE ST 1 FIRE EXT MAINT	630.30	
27431	PI4838	034293	01	09/14/2019	260-3041-520.20-50				FIRE ST 3 FIRE EXT MAINT	30.24	
27432	PI4839	034293	01	09/14/2019	260-3041-520.20-50				FIRE ST 2 FIRE EXT MAINT	195.49	
VENDOR TOTAL *										856.03	
0006315	00	CEDAR RAPIDS BANK & TRUST COMPANY									
1880	009408		01	11/05/2019	260-3041-520.20-01				OCT 2019 BLDG 13 ELEC USG	1,036.17	
VENDOR TOTAL *										1,036.17	
0005617	00	CHEMTRADE CHEMICALS CORPORATION									
92750925	PI4857	033876	01	10/09/2019	620-4420-570.40-15				BULK ALUM SULFATE LIQ	3,566.92	
92757678	PI4858	033876	01	10/17/2019	620-4420-570.40-15				BULK ALUM SULFATE LIQ	2,850.28	
VENDOR TOTAL *										6,417.20	
0006239	00	CLARK II, TERRANCE									
10282019	009414		01	11/05/2019	230-1551-540.20-13				ADULT BASKETBALL OFFICIAL	60.00	
VENDOR TOTAL *										60.00	
0000638	00	DENEGA, JANICE A.									
10182019	009407		01	11/05/2019	260-3011-520.10-02				OFFICE HELP 9/26-10/3/19	424.92	
VENDOR TOTAL *										424.92	
0002933	00	DOWNTOWN BRANSON BETTERMENT ASSOC.									
10162019	009411		01	11/05/2019	101-0100-510.20-43				2019 PICCADILLY GALA	550.00	
VENDOR TOTAL *										550.00	
0000094	00	EMPIRE DISTRICT ELECTRIC COMPANY									
10282019	PI4823	033947	01	10/28/2019	101-4142-530.20-01				ELECTRIC BILLING 10/28/19	81.20	
10282019	PI4824	033947	01	10/28/2019	105-4121-530.20-06				ELECTRIC BILLING 10/28/19	246.85	

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0003132	00	PENMAC						
795863	009406		01	11/05/2019	101-0710-510.20-99	DATA ENT CLRK 10/21-10/27	1,013.76	
						VENDOR TOTAL *	1,013.76	
0000320	00	PIPPIN WHOLESALE CO						
N809641	PI4833	033808	01	12/01/2019	260-3041-520.40-03	FD CLEANING SUPPLIES	72.30	
						VENDOR TOTAL *	72.30	
0005895	00	SECURITY MENTOR, INC.						
19-172-0834	PI4836	034388	01	11/05/2019	101-1014-510.20-70	CYBER SECURITY TRAINING	2,395.00	
						VENDOR TOTAL *	2,395.00	
0005682	00	SMG						
102319-COB-BM	009440		01	11/06/2019	101-1095-510.20-99	BUDGET MEETING DINNER	949.00	
						VENDOR TOTAL *	949.00	
0006308	00	SMITH, ISRAEL						
10282019	009417		01	11/05/2019	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	100.00	
						VENDOR TOTAL *	100.00	
0001034	00	SOUTHWEST MO CODE OFFICIALS INC						
10302019	009409		01	11/05/2019	101-6010-560.20-18	2018 IBC FIRE & LIFE SFTY	75.00	
						VENDOR TOTAL *	75.00	
0006089	00	SPECIALTY AIR CONDITIONING SERVICES						
64545	PI4820	033849	01	10/04/2019	101-4142-530.20-50	VW1904-HVAC MNT/RPR 2019	1,762.96	
64668	PI4822	033849	01	10/24/2019	101-4142-530.20-50	VW1904-HVAC MNT/RPR 2019	4,888.60	
64621	PI4821	033849	01	10/15/2019	230-1520-540.20-50	VW1904-HVAC MNT/RPR 2019	460.28	
						VENDOR TOTAL *	7,111.84	
0002855	00	STONER, WESLEY MARK						
11022019	009428		01	11/05/2019	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	60.00	
						VENDOR TOTAL *	60.00	
0005962	00	SUMAN, ROGER TODD						
10282019	009418		01	11/05/2019	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	100.00	
						VENDOR TOTAL *	100.00	
0000399	00	TANEY CO HEALTH DEPT						
1902474	PI4835	033908	01	11/05/2019	101-1095-510.20-99	NOV 2019 EVN SRV AGREEMNT	11,583.33	
						VENDOR TOTAL *	11,583.33	
0000381	00	TANEY CO PUBLIC WATER DIST #3						
11012019	PI4860	033955	01	11/01/2019	260-3041-520.20-03	WATER USAGE FIRE ST #2	79.62	
						VENDOR TOTAL *	79.62	
0006114	00	UNIFIRST CORPORATION						
3222458	PI4850	033848	01	10/29/2019	101-4111-530.20-74	UNIFORM SERVICE 10/29/19	9.05	
3222456	PI4848	033848	01	10/29/2019	101-4142-530.20-74	UNIFORM SERVICE 10/29/19	2.95	

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0006114	00	UNIFIRST CORPORATION						
3222460	PI4853	033848	01	10/29/2019	101-4142-530.20-74	UNIFORM SERVICE 10/29/19	7.68	
3222454	PI4847	033848	01	10/29/2019	101-5010-510.20-74	UNIFORM SERVICE 10/29/19	6.55	
3222459	PI4851	033848	01	10/29/2019	105-4110-530.20-60	UNIFORM SERVICE 10/29/19	3.00	
3222459	PI4852	033848	01	10/29/2019	105-4110-530.20-74	UNIFORM SERVICE 10/29/19	14.76	
3222457	PI4849	033848	01	10/29/2019	105-4121-530.20-74	UNIFORM SERVICE 10/29/19	50.32	
3222461	PI4854	033848	01	10/29/2019	105-4121-530.20-74	UNIFORM SERVICE 10/29/19	8.65	
3222476	PI4855	033848	01	10/29/2019	105-4121-530.20-74	UNIFORM SERVICE 10/29/19	5.67	
3222505	PI4856	033848	01	10/29/2019	175-1095-510.40-01	UNIFORM SERVICE 10/29/19	1.35	
3222463	PI4816	033848	01	10/29/2019	620-4310-570.20-74	UNIFORM SERVICE 10/29/19	36.10	
3222463	PI4817	033848	01	10/29/2019	620-4320-570.20-74	UNIFORM SERVICE 10/29/19	43.83	
3222462	PI4813	033848	01	10/29/2019	620-4410-570.20-74	UNIFORM SERVICE 10/29/19	8.27	
3222463	PI4818	033848	01	10/29/2019	620-4410-570.20-74	UNIFORM SERVICE 10/29/19	12.27	
3222462	PI4814	033848	01	10/29/2019	620-4415-570.20-74	UNIFORM SERVICE 10/29/19	6.86	
3222462	PI4815	033848	01	10/29/2019	620-4420-570.20-74	UNIFORM SERVICE 10/29/19	31.58	
3222463	PI4819	033848	01	10/29/2019	620-4420-570.20-74	UNIFORM SERVICE 10/29/19	28.72	
						VENDOR TOTAL *	277.61	
0006098	00	WEISMAN, SARAH						
11022019	009426		01	11/05/2019	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	75.00	
						VENDOR TOTAL *	75.00	
0005692	00	WEISMAN, SCHAN						
11022019	009425		01	11/05/2019	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	90.00	
						VENDOR TOTAL *	90.00	
0006313	00	WOOD, SETH GREGORY						
10282019	009420		01	11/05/2019	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	40.00	
						VENDOR TOTAL *	40.00	
						TOTAL EXPENDITURES ****	54,383.06	
						GRAND TOTAL *****		54,383.06

PREPARED 11/15/2019 13:22:45
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 11152019 BRSNSDB

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 11/29/2019
Bank code 01 OZARK MOUNTAIN BANK VENDOR

REPORT SEQUENCE OPTIONS:

Vendor X One vendor per page? (Y,N) N
Bank/Vendor One vendor per page? (Y,N) N
Fund/Dept/Div Validate cash on hand? (Y,N) N
Fund/Dept/Div/Element/Obj Validate cash on hand? (Y,N) N
Proj/Fund/Dept/Div/Elm/Obj

This report is by: Vendor

Process by bank code? (Y,N) Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding 2019
Disbursement year/per 2019/11
Payment date 11/15/2019

Sum 11/15/19

BANK: 01

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005551	00	FIELDS, RICK					
11042019		000423	01 11/12/2019	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	100.00	
11072019		000431	01 11/12/2019	230-1552-540.20-13	ADULT VOLLEYBALL OFFICIAL	60.00	
					VENDOR TOTAL *	160.00	
0000577	00	FIREMAN'S FUND					
20191113		PR1113	01 11/13/2019	501-0000-201.10-18	PAYROLL SUMMARY	113.95	
					VENDOR TOTAL *	113.95	
0001699	00	FOSTER, BRIAN R					
11042019		000424	01 11/12/2019	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	100.00	
					VENDOR TOTAL *	100.00	
0003954	00	HCW PRIVATE DEVELOPMENT LLC.					
1119-FNTRMB		PI4897 033919	01 11/01/2019	101-1095-510.20-50	NOV 2019 FOUNTAIN CONTRIB	27,940.00	
1119-FNTRMBA		PI4898 033919	01 11/01/2019	101-1095-510.20-50	NOV 2019 MAINT CONTRIBTN	11,006.67	
					VENDOR TOTAL *	38,946.67	
0006193	00	HELMS, DAWSON W.					
11092019		000417	01 11/12/2019	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	72.00	
					VENDOR TOTAL *	72.00	
0000003	00	HENRY, MATTHEW					
11082019		000415	01 11/12/2019	101-0600-510.20-98	TUITION REIMBURSEMENT	1,020.00	
					VENDOR TOTAL *	1,020.00	
0006236	00	HILL, BREVIN					
11042019		000425	01 11/12/2019	230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	40.00	
					VENDOR TOTAL *	40.00	
0006309	00	HOUSTON, BRYANT ALEXANDER					
11092019		000421	01 11/12/2019	230-1557-540.20-13	YOUTH SOCCER OFFICIAL	60.00	
					VENDOR TOTAL *	60.00	
0006228	00	JAMES RIVER HEATING / AIR & PLUMBING					
6021		PI4969 033892	01 12/08/2019	260-3041-520.20-99	FD ST2-WA LINE/DRAIN INST	2,590.00	
					VENDOR TOTAL *	2,590.00	
0000249	00	MISSOURI STATE HIGHWAY PATROL					
812HP020E70110		PI4970 033899	01 11/06/2019	101-0600-510.20-25	PRE-EMPLMT BCKGRND CHECK	266.00	
					VENDOR TOTAL *	266.00	
0000243	00	MO DEPT OF REVENUE MOTOR VEH					
10292019		000413	01 11/12/2019	260-2022-520.90-20	INTL BUS VIN CORRECTION	11.00	
					VENDOR TOTAL *	11.00	
0000514	00	MO DEPT OF REVENUE SALES TAX					
11122019		000446	01 11/15/2019	620-0000-206.10-00	OCT 2019 SALES TAX	15,835.55	
11122019A		000446	01 11/15/2019	620-0000-480.50-01	OCT 2019 SALES TAX	316.32-	

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000514	00	MO DEPT OF REVENUE SALES TAX						
						VENDOR TOTAL *	15,519.23	
0002189	00	MO DIV OF FIRE SAFETY						
114198	000435			01 11/12/2019	101-4142-530.20-50	CITY HALL ELVTR OPT CERT	25.00	
						VENDOR TOTAL *	25.00	
0004402	00	MOTLEY LAW FIRM, P.C., THE						
11062019	PI4868	033832		01 11/06/2019	101-1012-510.20-11	JUDGE SERVICES 11/6/19	1,200.00	
11132019	PI4869	033832		01 11/13/2019	101-1012-510.20-11	JUDGE SERVICES 11/13/19	1,200.00	
						VENDOR TOTAL *	2,400.00	
0004860	00	NEOPOST LEASING						
N7999840	PI4915	033966		01 11/04/2019	101-1095-510.20-61	LEASE 9/6/19 - 12/5/19	549.33	
						VENDOR TOTAL *	549.33	
0005917	00	NORTH POLE PRODUCTIONS						
10312019	PI4946	034317		01 10/31/2019	101-1095-510.20-99	CRAB POT TREES INSTALL	5,869.84	
10312019	PI4947	034317		01 10/31/2019	101-1095-510.20-99	CRAB POT TREES INSTALL	5,995.00	
						VENDOR TOTAL *	11,864.84	
0000003	00	NOVAK, MIKE						
11082019	000416			01 11/12/2019	101-0600-510.20-98	TUITION REIMBURSEMENT	850.50	
						VENDOR TOTAL *	850.50	
9999999	00	NUMBER ONE LANDSCAPING						
19-04400077	BONBP			01 10/25/2019	533-0000-220.40-02	TREE DEPOSIT - NO PERMIT	150.00	
						VENDOR TOTAL *	150.00	
0001502	00	OZARK FLAG DISTRIBUTORS						
3198	PI4943	034119		01 10/30/2019	140-5010-510.90-11	EN19IN-80' FLAGPOLE RNDAB	24,430.00	
						VENDOR TOTAL *	24,430.00	
0005881	00	PITTENGER LAW GROUP, LLC						
20191113	PR1113			01 11/13/2019	501-0000-201.10-19	PAYROLL SUMMARY	63.33	
						VENDOR TOTAL *	63.33	
0006319	00	RASMUSSEN, LILLIAN GRACE						
11092019	000433			01 11/12/2019	230-1558-540.20-13	YOUTH VOLLEYBALL OFFICIAL	90.00	
						VENDOR TOTAL *	90.00	
0000003	00	REES, SEAN						
11072019	000414			01 11/12/2019	620-4420-570.20-43	CDL CLASS B REIMBURSEMENT	79.15	
						VENDOR TOTAL *	79.15	
0005413	00	RICHARD V. FINK CHAPTER 13 TRUSTEE						
20191113	PR1113			01 11/13/2019	501-0000-201.10-19	PAYROLL SUMMARY	380.00	
						VENDOR TOTAL *	380.00	
0004715	00	SALVATION ARMY, THE						

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0005879	00	US BANK EQUIPMENT FINANCE						
399661479		PI4872 033839 01 11/08/2019			101-1095-510.20-44	LEASE PAYMENT COPIERS	1,418.32	
399661479		PI4873 033839 01 11/08/2019			620-4500-570.20-55	LEASE PAYMENT COPIERS	425.49	
						VENDOR TOTAL *	1,843.81	
0002637	00	US POSTAL SERVICE						
11132019		000446 01 11/15/2019			101-0000-130.60-03	OCT 2019 POSTAGE USAGE	5,283.41	
						VENDOR TOTAL *	5,283.41	
0006098	00	WEISMAN, SARAH						
11092019		000420 01 11/12/2019			230-1557-540.20-13	YOUTH SOCCER OFFICIAL	99.00	
						VENDOR TOTAL *	99.00	
0005692	00	WEISMAN, SCHAN						
11092019		000419 01 11/12/2019			230-1557-540.20-13	YOUTH SOCCER OFFICIAL	130.00	
						VENDOR TOTAL *	130.00	
0004301	00	WILLIAMS & CAMPO, P.C.						
9212		000412 01 11/12/2019			175-1095-510.20-17	EN1301-CID PROJECT SRVCS	1,239.75	
						VENDOR TOTAL *	1,239.75	
0006313	00	WOOD, SETH GREGORY						
11042019		000427 01 11/12/2019			230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	60.00	
						VENDOR TOTAL *	60.00	
0006241	00	YOUNG, SHAWN COLTON						
11042019		000429 01 11/12/2019			230-1551-540.20-13	ADULT BASKETBALL OFFICIAL	50.00	
11092019		000422 01 11/12/2019			230-1557-540.20-13	YOUTH SOCCER OFFICIAL	60.00	
						VENDOR TOTAL *	110.00	
						TOTAL EXPENDITURES ****	423,002.93	
						GRAND TOTAL *****		423,002.93

PREPARED 11/15/2019 13:38:27
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 11152019 BRNSNSDB

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 11/29/2019
Bank code 01 OZARK MOUNTAIN BANK VENDOR

REPORT SEQUENCE OPTIONS:

Vendor X One vendor per page? (Y,N) N
Bank/Vendor One vendor per page? (Y,N) N
Fund/Dept/Div Validate cash on hand? (Y,N) N
Fund/Dept/Div/Element/Obj Validate cash on hand? (Y,N) N
Proj/Fund/Dept/Div/Elm/Obj

This report is by: Vendor

Process by bank code? (Y,N) Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding 2019
Disbursement year/per 2019/11
Payment date 11/15/2019

SEM 11/15/19

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
8888888	00	AFT CORP C/O	BRAD HEATON					
000009463		UT	01 11/08/2019	620-0000-202.11-05		FINAL BILL REFUND	2.55	
						VENDOR TOTAL *	2.55	
8888888	00	BAALMAN, AMBER D.						
000049055		UT	01 11/08/2019	620-0000-202.11-05		FINAL BILL REFUND	57.49	
						VENDOR TOTAL *	57.49	
8888888	00	BACA, SUSAN						
000053889		UT	01 11/08/2019	620-0000-202.11-05		FINAL BILL REFUND	20.08	
						VENDOR TOTAL *	20.08	
8888888	00	BATTAGLIA, ANDREW						
000047989		UT	01 11/08/2019	620-0000-202.11-05		FINAL BILL REFUND	20.08	
						VENDOR TOTAL *	20.08	
8888888	00	BIRCHFIELD, JOSEPH						
000042851		UT	01 11/08/2019	620-0000-202.11-05		FINAL BILL REFUND	55.06	
						VENDOR TOTAL *	55.06	
8888888	00	BODY, MARK						
000050917		UT	01 11/08/2019	620-0000-202.11-05		FINAL BILL REFUND	28.79	
						VENDOR TOTAL *	28.79	
8888888	00	BRANDRIFF, ROBERT T						
000044617		UT	01 11/08/2019	620-0000-202.11-05		MANUAL CHECK	800.00	
						VENDOR TOTAL *	800.00	
8888888	00	BRANSON GETAWAY INN						
000043067		UT	01 11/08/2019	620-0000-202.11-05		FINAL BILL REFUND	2,163.07	
						VENDOR TOTAL *	2,163.07	
8888888	00	BRANSON PLAZA LODGE						
000044873		UT	01 11/08/2019	620-0000-202.11-05		FINAL BILL REFUND	3,637.57	
						VENDOR TOTAL *	3,637.57	
8888888	00	BRAUN, MARK						
000050385		UT	01 11/08/2019	620-0000-202.11-05		FINAL BILL REFUND	28.79	
						VENDOR TOTAL *	28.79	
8888888	00	CARLSON, CAROLYN & JASON						
000043985		UT	01 11/08/2019	620-0000-202.11-05		FINAL BILL REFUND	28.79	
						VENDOR TOTAL *	28.79	
8888888	00	CARTER, SHARON						
000047767		UT	01 11/08/2019	620-0000-202.11-05		FINAL BILL REFUND	28.79	
						VENDOR TOTAL *	28.79	
8888888	00	CHESBRO, PAM						

PREPARED 11/15/2019,13:38:27
 PROGRAM: GM339L
 CITY OF BRANSON, MISSOURI
 OZARK MOUNTAIN BANK VENDOR

EXPENDITURE APPROVAL LIST
 AS OF: 11/29/2019 PAYMENT DATE: 11/15/2019

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
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8888888	00	CHESBRO, PAM						
000049057		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	32.49	
						VENDOR TOTAL *	32.49	
8888888	00	CHILDRESS, BRENDA L						
000045513		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	15.15	
						VENDOR TOTAL *	15.15	
8888888	00	COLLIER, KEVIN						
000052373		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	28.79	
						VENDOR TOTAL *	28.79	
8888888	00	COLVERT, SUZANNE						
000041407		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	26.95	
						VENDOR TOTAL *	26.95	
8888888	00	COOK, WILLA MAE						
000001251		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	25.00	
						VENDOR TOTAL *	25.00	
8888888	00	CORNELIUS, GILLIAN						
000048729		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	28.79	
						VENDOR TOTAL *	28.79	
8888888	00	CREECH, LORNA						
000047401		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	43.08	
						VENDOR TOTAL *	43.08	
8888888	00	CROOKS, TY TUMMONS & SHANNON						
000036639		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	15.17	
						VENDOR TOTAL *	15.17	
8888888	00	DANG, JENNY						
000052369		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	28.79	
						VENDOR TOTAL *	28.79	
8888888	00	DAVIS, JAMES						
000050971		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	18.08	
						VENDOR TOTAL *	18.08	
8888888	00	DEWHIRST, WAYNE						
000026259		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	32.49	
						VENDOR TOTAL *	32.49	
8888888	00	DINGMAN, GRAYSON						
000044983		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	11.98	
						VENDOR TOTAL *	11.98	
8888888	00	DOWNTOWN BRANSON BETTERMENT						

PREPARED 11/15/2019,13:38:27
 PROGRAM: GM339L
 CITY OF BRANSON, MISSOURI
 OZARK MOUNTAIN BANK VENDOR

EXPENDITURE APPROVAL LIST
 AS OF: 11/29/2019 PAYMENT DATE: 11/15/2019

PAGE 3

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
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8888888	00	DOWNTOWN BRANSON BETTERMENT						
000013951		UT		01 11/08/2019	620-0000-202.11-05	MANUAL CHECK	30.00	
000013951		UT		01 11/08/2019	620-0000-202.11-05	MANUAL CHECK	30.00	
000013951		UT		01 11/08/2019	620-0000-202.11-05	MANUAL CHECK	30.00	
						VENDOR TOTAL *	90.00	
8888888	00	FITZPATRICK, KEVIN						
000047023		UT		01 11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	27.65	
						VENDOR TOTAL *	27.65	
8888888	00	FLINK, LEROY						
000053267		UT		01 11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	30.27	
						VENDOR TOTAL *	30.27	
8888888	00	FOSTER, REBECCA J.						
000030285		UT		01 11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	13.64	
						VENDOR TOTAL *	13.64	
8888888	00	FOX, ASSEL						
000052929		UT		01 11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	28.79	
						VENDOR TOTAL *	28.79	
8888888	00	FREW, NANCY						
000050169		UT		01 11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	24.65	
						VENDOR TOTAL *	24.65	
8888888	00	FRONTIER FLAG, THE FLAGSTORE						
000024715		UT		01 11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	35.65	
						VENDOR TOTAL *	35.65	
8888888	00	GAGE, MAIA						
000051843		UT		01 11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	2.83	
						VENDOR TOTAL *	2.83	
8888888	00	GARRISON, GLENDA						
000048951		UT		01 11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	28.79	
						VENDOR TOTAL *	28.79	
8888888	00	GARRISON, PAUL & LINDA						
000051427		UT		01 11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	8.24	
						VENDOR TOTAL *	8.24	
8888888	00	GOMEZ, ISMAEL						
000050533		UT		01 11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	28.79	
						VENDOR TOTAL *	28.79	
8888888	00	HANLEY, SUSAN						
000053003		UT		01 11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	28.79	
						VENDOR TOTAL *	28.79	
8888888	00	HARRIS, BETTY						

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
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8888888	00	HARRIS, BETTY						
000002607		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	28.79	
						VENDOR TOTAL *	28.79	
8888888	00	HEIDLER, DORIAN						
000049379		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	4.41	
						VENDOR TOTAL *	4.41	
8888888	00	HIGGINBOTHAM, PAULETTE						
000053937		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	20.08	
						VENDOR TOTAL *	20.08	
8888888	00	HW HOMES, LLC						
000049869		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	20.84	
						VENDOR TOTAL *	20.84	
8888888	00	INVESTMENT BROKERS REALTY						
000038669		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	28.11	
						VENDOR TOTAL *	28.11	
8888888	00	KAUTH, F. H.						
000003183		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	25.00	
						VENDOR TOTAL *	25.00	
8888888	00	KERR, BILL & JACQUE						
000024995		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	8.62	
						VENDOR TOTAL *	8.62	
8888888	00	KOONTZ, PEGGY SUE						
000047555		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	28.79	
						VENDOR TOTAL *	28.79	
8888888	00	KRUSE, CRAIG & ANNETTE						
000036205		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	28.79	
						VENDOR TOTAL *	28.79	
8888888	00	KUECK, KEVIN						
000050167		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	30.29	
000050167		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	25.84	
000050167		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	28.79	
						VENDOR TOTAL *	84.92	
8888888	00	LAWYER, CONNIE						
000053305		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	27.43	
						VENDOR TOTAL *	27.43	
8888888	00	LEE, ZONDRA						
000053653		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	36.98	
						VENDOR TOTAL *	36.98	
8888888	00	LEEPER, RICK & TAMMY						

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
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8888888	00	LEEPER, RICK & TAMMY						
000045157		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	18.45	
						VENDOR TOTAL *	18.45	
8888888	00	LONG, DENNIS						
000049775		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	28.79	
						VENDOR TOTAL *	28.79	
8888888	00	MARCHAND, RENEE						
000046991		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	16.29	
						VENDOR TOTAL *	16.29	
8888888	00	MARINO, PHILIP						
000050961		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	10.93	
						VENDOR TOTAL *	10.93	
8888888	00	MARTIN, CARL E. & SHARON						
000014587		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	137.41	
						VENDOR TOTAL *	137.41	
8888888	00	MASTERSON, WANDA						
000050725		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	2.83	
						VENDOR TOTAL *	2.83	
8888888	00	MCCUTCHEON, CODY						
000052233		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	29.80	
						VENDOR TOTAL *	29.80	
8888888	00	MCNEIL, RICHARD & MARGIE						
000044199		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	43.08	
						VENDOR TOTAL *	43.08	
8888888	00	MCNEW, CHRISTOPHER						
000048695		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	28.79	
						VENDOR TOTAL *	28.79	
8888888	00	MEACHAM, RANDOLPH & SHARON						
000039677		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	28.79	
						VENDOR TOTAL *	28.79	
8888888	00	MORTON, LARRY						
000007639		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	13.57	
						VENDOR TOTAL *	13.57	
8888888	00	MYERS, CHARLES						
000037793		UT	01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	361.03	
						VENDOR TOTAL *	361.03	
8888888	00	NABENA, MICHAEL L						

BANK: 01

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INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
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8888888	00	NABENA, MICHAEL L						
000046503	UT		01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	11.96	
						VENDOR TOTAL *	11.96	
8888888	00	NOBLE, PAULA						
000047839	UT		01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	26.52	
						VENDOR TOTAL *	26.52	
8888888	00	OAXACA AT BRANSON						
000053389	UT		01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	463.02	
						VENDOR TOTAL *	463.02	
8888888	00	PARADA, BONITA						
000048831	UT		01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	7.90	
						VENDOR TOTAL *	7.90	
8888888	00	PHILLIPS JR., GEORGE						
000004637	UT		01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	31.82	
						VENDOR TOTAL *	31.82	
8888888	00	REAGAN, PATRICIA						
000008283	UT		01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	28.79	
						VENDOR TOTAL *	28.79	
8888888	00	RICHARDS, STANLEY						
000004969	UT		01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	24.34	
						VENDOR TOTAL *	24.34	
8888888	00	SANTOS NUNEZ, MANUEL						
000053215	UT		01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	38.53	
						VENDOR TOTAL *	38.53	
8888888	00	SCOTT, DAVID						
000047805	UT		01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	30.29	
						VENDOR TOTAL *	30.29	
8888888	00	SHIRLEY, ROBERT						
000047833	UT		01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	66.29	
						VENDOR TOTAL *	66.29	
8888888	00	SOLIZ, TRICIA						
000052433	UT		01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	28.79	
						VENDOR TOTAL *	28.79	
8888888	00	SPEARS, TERI						
000049321	UT		01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	28.79	
						VENDOR TOTAL *	28.79	
8888888	00	STUM, JO						

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
8888888	00	STUM, JO						
000046969	UT		01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	10.13	
						VENDOR TOTAL *	10.13	
8888888	00	SWAN, MARK A						
000034611	UT		01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	28.79	
						VENDOR TOTAL *	28.79	
8888888	00	TERRY, JAY						
000052577	UT		01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	57.49	
						VENDOR TOTAL *	57.49	
8888888	00	THORSEN, JAZMIN & JOSEPH						
000046381	UT		01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	24.70	
						VENDOR TOTAL *	24.70	
8888888	00	TORRES II, JASON						
000051495	UT		01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	12.30	
						VENDOR TOTAL *	12.30	
8888888	00	VAN KIRK INVESTMENTS, LLC						
000049449	UT		01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	46.34	
000049449	UT		01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	43.08	
						VENDOR TOTAL *	89.42	
8888888	00	VINCENT, TIM						
000050101	UT		01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	28.79	
						VENDOR TOTAL *	28.79	
8888888	00	VINEYARDS CONDOS LLC						
000051107	UT		01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	28.79	
000051107	UT		01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	28.79	
						VENDOR TOTAL *	57.58	
8888888	00	VISTA PLAZA						
000028561	UT		01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	1,357.94	
						VENDOR TOTAL *	1,357.94	
8888888	00	WALLS, ROB & CHRISTINE						
000044743	UT		01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	28.79	
						VENDOR TOTAL *	28.79	
8888888	00	WEBB, RON & CAROLE						
000021763	UT		01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	15.31	
						VENDOR TOTAL *	15.31	
8888888	00	WEST, LINDA S						
000044321	UT		01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	26.98	
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8888888	00	WHISPER COVE POA						

PREPARED 11/15/2019,13:38:27
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BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
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000032213	UT		01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	43.08	
						VENDOR TOTAL *	43.08	
8888888	00	WOOD, ANGELA						
000042971	UT		01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	26.07	
						VENDOR TOTAL *	26.07	
8888888	00	WOODS, RANDALL J						
000051781	UT		01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	28.79	
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8888888	00	ZELIGMAN, WALTER						
000043417	UT		01	11/08/2019	620-0000-202.11-05	FINAL BILL REFUND	43.08	
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						TOTAL EXPENDITURES ****	11,254.71	
						GRAND TOTAL *****		11,254.71