

NOTICE OF MEETING



CITY OF BRANSON

BOARD OF ALDERMEN

Regular Meeting – Tuesday, January 10, 2017 – 7:00 p.m.
Council Chambers – Branson City Hall – 110 W. Maddux

Where Values are the Difference

JANUARY: VISION

Planning for the future and encouraging growth.

**BRANSON BOARD OF ALDERMEN
AGENDA**

January 10, 2017

7:00 p.m.

**Meeting Called to Order
Pledge of Allegiance
Invocation – Ted Martin
Roll Call**

Employee of the Month – Roger Clark of the Engineering Department to be presented by Alderman Bob Simmons.

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 8, 2016 Special Meeting**
 - b) **December 13, 2016 Regular Meeting**
 - c) **December 14, 2016 Special Study Session**

- 2) **Acknowledge Receipt of Minutes:**
 - a) **Planning Commission Regular Meeting of March 1, 2016**
 - b) **Planning Commission Study Session of November 1, 2016**
 - c) **Planning Commission Regular Meeting of November 1, 2016**
 - d) **Human Resources Committee Meeting of May 13, 2016**
 - e) **Human Resources Committee Meeting of June 23, 2016**
 - f) **Human Resources Committee Meeting of August 22, 2016**
 - g) **Human Resources Committee Meeting of October 10, 2016**
 - h) **Human Resources Committee Meeting of November 9, 2016**
 - i) **Tree Board Meeting of September 7, 2016**

- 3) **Acknowledge Receipt of Annexation Petition filed for:**
 - a) **Property located at 240 Meadow Ridge, Unit 4**
 - b) **Property located at 260 Meadow Ridge, Unit 2**

- 4) **Final Reading of Bill No. 5097 amending the adopted 2016 Budget for the City of Branson, to adjust monies for the Waterfall in the Debt Service Funds.**

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- 5) **Final Reading of Bill No. 5098 amending the adopted 2016 Budget for the City of Branson, to adjust monies for an additional payment in the Debt Service Fund for the mandatory redemption.**
- 6) **Final Reading of Bill No. 5099 amending Chapter 50 of the Branson Municipal Code pertaining to Fair Housing.**
- 7) **Final Reading of Bill No. 5100 accepting the proposal of Affinity Chemical, LLC for the purchase of operational chemicals used in the City's wastewater treatment processes and authorizing the Mayor to execute the contract.**
- 8) **Final Reading of Bill No. 5101 approving an Intergovernmental Agreement between the City of Branson and Taney County for the 2016 Byrne (JAG) Grant and authorizing the Mayor to execute the contract.**
- 9) **Final Reading of Bill No. 5102 approving the renewal of a contract with Mercy Occupational Health for annual Firefighter physicals and immunizations and authorizing the Mayor to execute the contract.**

REGULAR:

- 10) **Final Reading of Bill No. 5094 approving a Loan Agreement and Promissory Note between the Missouri Transportation Finance Corporation, the Missouri Highways and Transportation Commission and the City of Branson.
(Postponed during the December 13, 2016 Board of Aldermen Regular Meeting.)**

MAYOR/CITY ALDERMEN/CITY ADMINISTRATOR'S REPORTS

ADJOURN INTO EXECUTIVE SESSION

Closed Executive Session pursuant to 610.021.1 RSMo for litigation and 610.021.3 RSMo for personnel.

ADJOURN

Where Values are the Difference

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**Branson Board of Aldermen
Staff Report and Recommendation**

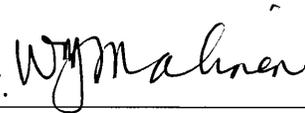
ITEM/SUBJECT: RECOGNIZING ROGER CLARK EMPLOYEE OF THE MONTH FOR JANUARY 2017

DATE: JANUARY 10, 2017

INITIATED BY: ENGINEERING DEPARTMENT

CITY ADMINISTRATOR RECOMMENDATION:

Recommend Roger Clark as Employee of the Month for January 2017.



BRANSON COMMUNITY PLAN 2030:

W2 – All Employees will be taught, trained and evaluated on living by our Mission and Core Values.

ALDERMAN REPORT:

It is my privilege to present our Employee for the Month for January 2017 Project manager Roger Clark of the Engineering Department. August 18, 2016 Roger Clark received the news that the several-ton, very expensive, 12-man statue needed to be moved from storage to the flower garden on corner of 76 at Roark Road and it was his project to accomplish. The quote from his department director was “You will need to figure out what to do, how to do it, and what it will cost and then get approved and make it happen.” Organizing, facilitating meetings and working directly with Silver Dollar City property owner representatives, City officials, Legal representatives, Public Works staff, Empire Electric staff, Local crane contractor, and various volunteers to hammer out the details of ownership, legalities, liabilities, logistics, construction, coordination, and traffic control which is usually a several month process but had to be accomplished before Veterans Day.

His Department Director also said “Even though Roger’s title is project manager he went above and beyond the typical tasks required of him in his day to day job. He coordinated the moving of a very expensive statue that weighed several tons and do it in a way that was safe for City employees, the public and protected private property and the statue itself. He constructed the complex wooden platform for the statue - which was not just managing the project but getting I there and working to make it happen. All of this was done in a very short amount of time which is amazing to those of us who know just how long complex issues and projects can take”.

Roger was nominated for exhibiting the following City of Branson Values - Volunteerism, Leadership, Teamwork/Coordination and Service & Courtesy.

On behalf of the Mayor, Board of Aldermen, City Administrator and City staff, it is my honor to present this plaque naming Roger Clark as the January 2017 Employee of the Month.

Congratulations, and keep up the good work!

MINUTES

SPECIAL MEETING OF THE BOARD OF ALDERMEN
CITY OF BRANSON, MISSOURI
December 8, 2016

INTRODUCTORY

The Board of Aldermen of the City of Branson, Missouri met for a special meeting in the Council Chambers of the Branson City Hall on December 8, 2016, at 12:30 p.m. Mayor Best called the meeting to order with the "Pledge of Allegiance and Jamie Rouch gave the invocation.

ROLL CALL

City Clerk Westfall called roll: Mayor Best presiding, Rick Todd, Betsy Seay, Rick Castillon and Bob Simmons. Absent: Mike Booth and Kirsten Hart.

Also present from the City were: City Administrator Bill Malinen, City Clerk Lisa Westfall, City Attorney William Duston, Public Works Director and City Engineer David Miller, IT Director Chad Forster, Police Chief Stan Dobbins, Utilities Director Mike Ray, Human Resources Director Jan Fischer, Planning and Development Director Joel Hornickel, Finance Director Jamie Rouch and Division Fire Chief Charlie Huston.

REGULAR AGENDA

Administrator's Report and Review of December 13, 2016 Agenda

Administrator Malinen provided a report and review of the December 13, 2016 agenda.

BILL NO. 5093

Approving the renewal of the contract with the Branson Lakes Area Chamber of Commerce and Convention and Visitors Bureau pertaining to Tourism Marketing.

First Reading of Bill No. 5093, an ordinance approving the renewal of the contract with the Branson Lakes Area Chamber of Commerce and Convention and Visitors Bureau pertaining to Tourism Marketing was read by title by City Clerk Westfall and a staff report was presented by Jamie Rouch. Mayor Best asked for a motion approving Bill No. 5093. Alderman Castillon moved to approve, seconded by Alderman Todd. Mayor Best asked for anyone in the audience wishing to speak regarding this matter.

Cindy Merry, 67 Melody Manor Lane, Reeds Spring, Missouri, introduced herself as a local marketing consultant. She said she doesn't have an objection to the Chamber of Commerce having the contract for handling the marketing budget. She does object to the City Council passing the contract without reviewing how the Chamber matches up to their response to the City's Request for Proposal (RFP). Ms. Merry reported there are several things that have changed since the Chamber of Commerce responded to the City's RFP as they changed the structure of the committees and meetings. She added,

they created closed meetings when discussing tax money and believes if the City would implement a Blue Ribbon Task Force as the Theater League has requested, it would independently review and oversee the Chamber's Marketing.

Russ Rosencrans, 365 Crystal Lane, Walnut Shade, Missouri, thanked the Board for their time and stated he does not object to the Chamber of Commerce, but feels the City could find out a lot of answers if there were a Blue Ribbon Task Force. He added, it would allow for transparency and he asked the Board if they would be willing to create a Blue Ribbon Task Force now. He added, it would enlighten everyone with what's happening with the tax money.

Tate Womack, 1945 W. Highway 76, Branson, Missouri, commented before the City approves the 2017 contract with the Chamber of Commerce he would like to request a Blue Ribbon Task Force be created for shows and theaters. Mr. Womack asked for the following requests to be directed by the City of Branson to the Chamber of Commerce: Branson's Christmas Season be promoted all year long with emphasis on its Christmas shows; Tax dollars be used to promote businesses within the City limits of Branson; Paid ads and paid positioning be removed from the City-owned website Explorebranson.com; Advertise to acquire show-going, ticket-buying customers that are able to visit Branson anytime; Increase the National ad buy for television; Replace negative marketing with positive marketing messages; Bring back the five seasons of Branson; Explain the meaning of expanding the geographic footprint of the District and how it will benefit stakeholders inside City limits; Answers be provided in response to the list of questions submitted to the Chamber of Commerce by the Branson Show League. Mr. Womack reported prior to August 2013, the Branson Lakes Area Chamber of Commerce and Convention and Visitors Bureau had a robust committee program with volunteers actively engaged in the community marketing plan and programs. He said since this time, committees have been reduced in size and the method of participation has been changed. He added, the committees have been changed from working committees to hearing reports and the number of meetings have been curtailed. He stated the Theater League wants better representation, more opportunity for participation and true community oversight. Mr. Womack stated it should be easy for stakeholders to find information on tax dollars spent and feels meeting minutes should be posted promptly instead of months after the meetings.

Michael London, 1620 Miller Drive, Branson, Missouri, thanked the Board for the courage to stand up and not allow critical matters to be pushed through without allowing time for community input. He said he understands the courage it takes to present alternative points of view from the inside group as they unfortunately appear to be adversarial. Mr. London explained he is not here in an adversarial capacity, but is here to express well-reasoned, measured and documented concerns for the welfare of the entire community. He explained the health of the show industry is vital to everyone and mentioned the Theater League submitted a substantial amount of extensive reports to the City Administrator. He said if this information is reviewed without any bias, it would probably be seen as proof that the Chamber's marketing plan is fatally flawed. Mr. London asked the Board to keep this in mind when asked to approve this marketing plan that likely will do the same damage to the community. He reported the new October Visitors Profile showed the market ages 55 and up has dropped 28% year-to-date which is equivalent to a loss of approximately 1 Million people based on the idea that Branson gets 7 Million people per year. He calculated at \$500 per party, this equates to approximately a \$500 Million loss to the Branson community by not maintaining this age group's participation. He said in the real world, if a marketing consultant lost that much money of its core market there would be accountability and serious review before renewing their contract. Mr. London stated the contract the City entered into with the Chamber of Commerce assumes oversight the City believes the Board of Directors does. He mentioned speaking to a member of the Board of Directors who told him they did not participate in a careful assessment of the marketing plan as they rely on the Tourism Community Enhancement District (TCED). Mr. London commented if you ask the TCED about this they would say they have no marketing oversight capacity and they rely on the Chamber of Commerce to do this. He added, the entity you are being asked to approve the contract with today orchestrated the removal of oversight when they removed the voting representation of the community to the group that created the marketing plan. He stated they intentionally removed City Council's representation on their Board as this person was

supposed to be the City's oversight mechanism. Mr. London suggested the City seriously consider this before renewing the Chamber of Commerce's contract as it impacts everyone.

Jerome Emory, 2350 Green Mountain Drive, Branson, Missouri, commented he's not heavily involved in the Chamber of Commerce and he doesn't know all of the details, but he can testify on behalf of his four hotels. He reported in 2006, November was the best month of the year while this year November was a good month, but was the third best month of the year. He added, July is now 40% better than November for his hotels compared to 10 years ago. He explained this is his personal perspective and he feels something is wrong. He said a big percentage of people in the United States are considered Baby Boomers and he commented when the Chamber of Commerce announced their slogan "It's not your Grandma's Branson", he felt it made no sense for Branson to stop trying to attract the biggest generation of seniors in the history of the nation. Mr. Emory commented the Chamber of Commerce has elected to skip 20 years of people by changing the marketing to try and attract a younger crowd. He added, they're doing this right when the largest and most wealthy population group is entering retirement age and is prime for coming to Branson. He said he thinks the Chamber of Commerce has done a great job marketing to bring more business in the summer time, but they've done a horrible job marketing to bring people to Branson during the other months. He explained this is the biggest opportunity that's ever existed for Branson with Baby Boomers retiring at tens of thousands a day, but Branson's marketing strategy was changed to go after the younger crowd. He said in the summertime this makes sense, but when kids are in school the younger people don't come to Branson. Mr. Emory said this strategy appears to be successful for the summertime, but it does not appear to be successful for the Christmas season. He said he agrees with what's being said by the theaters.

Jeff Seifried, 32 Oakview Lane Shell Knob, Missouri, President and CEO of the Branson Lakes Area Chamber of Commerce and Convention and Visitors Bureau commented he has a couple of things for the Board's consideration as there's quite a bit of misinformation circulating as it relates to the Chamber of Commerce's marketing efforts. He provided the Board with two documents and said one of the documents explains who, what, when, where and why and the other document is an advisement funnel showing how the Chamber of Commerce makes decisions. Mr. Seifried mentioned he's heard quite often about how the Chamber of Commerce has excluded people and said this is certainly not their intent. He added, the intent is to build a great process in which to gather input and the marketing funnel displays how it develops its strategic plan. He added, they do a lot of consumer research and the Chamber of Commerce has professional advisors. He explained the Chamber then gets community input through various ways, a strategic plan is created, staff looks at all of the input and a strategy is developed. Mr. Seifried stated a rough plan then goes to the District Marketing Council (DMC) which is the collective public input process. He explained this committee is agreed upon by the Tourism Community Enhancement District (TCED) and the Chamber Board. He said it is true that this committee was downsized to about 12 people with term limits which will allow for a rotation of people in the community to ensure good representation. He said finally, the plan goes to the TCED Board, the Chamber of Commerce Board and the Board of Aldermen. Mr. Seifried stated he wanted the Board of Aldermen to be aware of the advisement funnel and that the Chamber of Commerce has not misdirected its marketing efforts to Millennials specifically. He stated the age groups to which the Chamber of Commerce markets is still the same as it was prior to 2012. He explained they target women ages 35 to 54 and people ages 55 and up. He mentioned Sheila Dutton recently published a letter to the editor in the Branson Daily Independent newspaper and he mentioned there's been a lot of discussion in the community about how Branson should move forward, get better input and gain a better understanding of what's driving this change in the live entertainment industry. He mentioned Ms. Dutton recommended bringing in an economist to help Branson evaluate this market segment and he said the Chamber of Commerce is very supportive of her offer to help lead the Chamber through this discussion. He stated the Chamber of Commerce will connect with her and take her up on her offer to move forward. (See attached handout)

Larry Milton, 8 Willow Court, Branson, Missouri, said he's been disengaged from the Chamber of Commerce for the last couple of years. He mentioned he's not a native of Branson, but has been fortunate to be part of Branson Tourism Center for 12 years and has had the benefit of gaining an

understanding of the Branson visitor. Mr. Milton reported his business sells 500,000 show tickets and 80,000 room nights per year and has tremendous interaction with Branson visitors. He said Branson has a unique market and people who have lived in Branson for any period of time understands this. He explained it takes a good five years for new people coming to Branson to understand what makes Branson tick. He commented it's easy for a handful of people to visit some of the shows and judge which ones are the good shows and which are the bad shows. He said from personal experience he was shocked to hear people say what he considered to be B and C shows were some people's favorite shows. He said when looking at the statistics, Silver Dollar City, Dixie Stampede and Sight and Sound Theater run big numbers, but the numbers from the shows many people consider B and C shows cumulatively exceed the top few. He said he was disillusioned years ago and was told first-hand some of the leadership pretty much determined which shows in Branson were good and bad. Mr. Milton said if someone were to study the tastes of 100 people, the shows they like or dislike would vary and he doesn't believe it's all about the statistics. He said the diversity of who Branson's attempting to attract may be deluded when looking at just the main players and he believes the diversity of marketing talent in Branson ranks very high. Mr. Milton stated there was a change with the Chamber of Commerce not having as many volunteers, not asking for as much input and relying more on just a few people's opinions regarding the direction of the community. He said he feels as though Branson's elected officials are just throwing away a valuable, diverse marketing talent that exists in this town. He said he feels if there were ten marketing experts, each would give ten different opinions and he feels there is a lot of information to draw the best conclusion for the City of Branson. Mr. Milton said when he first heard about the suggestion of a Blue Ribbon Task Force presented to the Board he felt it was the right answer. He added, a Blue Ribbon Task Force could help the Board get another opinion of the marketing and see anything that might be overlooked to help the Board draw a better conclusion and he asked the Board what the downside would be. Mr. Milton commented he has his own opinions about what's happened over the last several years with Branson's marketing, but feels limiting the input for making decisions undermines Branson's values. He said there needs to be a director or someone to make the final decision and mentioned he did this with his business, Branson Tourism Center. He said he openly admitted he didn't know all the answers and would hear many different people's opinions. He mentioned his business had a marketing team and he would ultimately make the decisions, but hearing input from others helped him make better decisions. He said there must be a reason he's unaware of as to why the Board wouldn't want to gather as much reasonable information as it can, especially with the talent that's in Branson. He added, he believes the Board could have a very diverse group to provide it with a lot of insight. He said the Board might make the same decision, but he doesn't think it would if it had more opinions and input. Mr. Milton said the Chamber of Commerce has been non-inviting towards the opinions of others, but he feels the Board of Aldermen is different since it's comprised of elected officials who have to answer to the community. He mentioned he's heard things about not wanting to help a failing few, but he believes the theater industry and attractions are Branson's driving force and is what separates Branson from other places. He said he feels as elected officials, the Board would want to convey to its constituency that theaters are a big draw for the community and the City is not trying to help just a few. Mr. Milton commented he doesn't believe the bottom rung of Branson's theaters and shows are to be discarded and he doesn't think they are asking for a handout. He said he sees it as a core, not a subsidy. He added, every community across the Nation has a base employment and live entertainment is the core industry in Branson. He said when there are diverse opinions, the Board should want to hear input from many. He added, while the City may not accept or take the advice, he asked what the downside of at least hearing it would be. He said when he first heard about the Blue Ribbon Task Force he thought it was great, but now he's hearing the Board is not going to do it and the City is going to let the Chamber of Commerce create one. He added, he thinks this is putting the few people that have been making decisions in charge of continuing to make decisions. He asked the Board to strongly reconsider and asked what the downside was of a Blue Ribbon Task Force and getting everyone engaged with their input would be. Mr. Milton mentioned he was on the District Marketing Council (DMC) for four years and there were all kinds of community and business leaders who had great ideas. He added, concepts would be discussed with the purpose of making a better decision than what was first brought to the table. He commented all the City has been offered is what's been brought to the table and he couldn't believe it when he heard there was going to be a double reading. He said this is one of the few topics the Board

of Aldermen considers throughout the year and he recalled a time several years ago when the City wouldn't do a double reading in order display a Purple Heart City sign. Mr. Milton said he feels to have a double reading for an item with this kind of discussion and without data and community input is not as responsible as he wishes it could be.

Jeff Seifried, 32 Oakview Lane, Shell Knob, Missouri, President and CEO of the Branson Lakes Area Chamber of Commerce and Convention and Visitors Bureau spoke in response to Alderman Simmons' inquiries about whether or not the Chamber of Commerce meets the prerequisite of the contract pertaining to community involvement, planning and decision making. Mr. Seifried stated both the Board of Directors and the Tourism Community Enhancement District (TCED) voted as such and felt the District Marketing Council (DMC) was meeting its obligation. Mr. Seifried explained the process for which the DMC is elected and mentioned the Chamber of Commerce solicits applications in the community. He added, two of the Chamber Board members along with two of the TCED Board Members make the selections. He invited everyone to the DMC and said they are public meetings which provide opportunities for public comment.

Mayor Best asked for comments from the Board. Discussion. Voting aye: Todd, Seay, Castillon and Simmons. Nays: none. Absent: Booth and Hart. Motion carried.

BILL NO. 5094

Approving a Loan Agreement and Promissory Note between the Missouri Transportation Finance Corporation, the Missouri Highways and Transportation Commission and the City of Branson.

First Reading of Bill No. 5094, an ordinance approving a Loan Agreement and Promissory Note between the Missouri Transportation Finance Corporation, the Missouri Highways and Transportation Commission and the City of Branson was read by title by City Clerk Westfall and a staff report was presented by Jamie Rouch. Mayor Best asked for a motion approving Bill No. 5094. Alderman Castillon moved to approve, seconded by Alderman Todd. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none. Mayor Best asked for comments from the Board. Discussion. Voting aye: Todd, Seay, Castillon and Simmons. Nays: none. Absent: Booth and Hart. Motion carried.

BILL NO. 5095

Accepting the proposal of Hunter Chase and Associates, Inc. pertaining to the Historic Downtown Streetscape Improvements - Phase III Project.

First Reading of Bill No. 5095, an ordinance accepting the proposal of Hunter Chase and Associates, Inc. pertaining to the Historic Downtown Streetscape Improvements - Phase III Project and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall and a staff report was presented by David Miller. Mayor Best asked for a motion approving Bill No. 5095. Alderman Seay moved to approve, seconded by Alderman Simmons. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none. Mayor Best asked for comments from the Board. Discussion. Voting aye: Todd, Seay, Castillon and Simmons. Nays: none. Absent: Booth and Hart. Motion carried.

**BILL NO. 5096
POSTPONED**

Approving a Memorandum of Understanding with American Gondola, Inc. and authorizing the Mayor to execute the contract.

First Reading of Bill No. 5096, an ordinance approving a Memorandum of Understanding with American Gondola, Inc. and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall and a staff report was presented by David Miller. Mayor Best asked for a motion approving Bill No. 5096. Alderman Seay moved to approve, seconded by Alderman Castillon. Mayor Best asked for anyone in the audience wishing to speak regarding this matter.

Jeff Green, 90 Port Bagnell Road, Eldon, Missouri, introduced himself as the President of American Gondola and said his company has been working on this project for a long time. He said representatives from his company spent the last three days in Branson with representatives from Leitner-Poma, which is the contractor that will be putting in most of the work on this project. He added, also visiting Branson for the past week were four members from Leitner-Poma, USA which is based out of Grand Junction, Colorado, including their President and Chief Financial Officer from France. Mr. Green mentioned American Gondola's financial representatives have been in Branson for the last three days and everyone has been working together to ensure this project moves forward. He explained his company is requesting the Memorandum of Understanding for construction to commence and there's a tremendous amount of work that needs to be done. He stated his company and Leitner-Poma are really concerned about competition as this project would be the first urban gondola in the United States. He added, his company is trying to make a mark and wants to make sure competitors don't undercut them. Mr. Green explained there's a portion of the Memorandum of Understanding that provides his company with some exclusivity to finish its design, financing considerations, implementation and to determine what kind of issues might arise with easements and so on. He said it's critical to American Gondola and to its financial representatives for the City to have some show of support for the project. Mr. Green commented in this Memorandum of Understanding his company has asked for cooperation in the form of providing easements over City-owned property. In addition, it asks for general support working and planning with City members to make sure everything is planned and coordinated with the City, including parking structures and other projects. He added, his company wants to make sure where it places terminals is synergistic and beneficial to the people who will be riding the Gondolas. He commented some of the people who were in Branson working with his company had to leave town, but they're waiting to see how everything goes. He said he doesn't believe the commitment American Gondola is asking for today commits the City to approving the project, but it commits the City to say it supports the project and will provide as much help as it can without payment of costs. He added, this is unlike other projects he's heard discussed today as American Gondola is not asking for money or advertising. He mentioned there's a worldwide blog called Lift Blog and he stated his company is the number one article on the blog. He encouraged everyone to take a look at this blog and the article pertaining to the City of Branson. Mr. Green said his company believes this project would be beneficial to Branson as it would be a tourist attraction, assist with traffic and give worldwide exposure to Branson.

Cris Bohinc, 114 West Long Street, Branson, Missouri, mentioned sending a letter requesting three words be added to the Memorandum of Understanding which she feels would not change the memo's intent. She reminded everyone the City has an investment in two large multi-million dollar projects, the Spirit of Highway 76 Project and the Historic Downtown Streetscape Project. She commented the memo only mentions the Highway 76 Project, but the Gondola Project would begin on Main Street and go through Phases III and IV of the Historic Downtown Streetscape Project. She requested the words "and Downtown Streetscape" be added to the end of the last sentence in Exhibit A, Section 3. Ms. Bohinc commented this would be for communication as far as the design because that is where the design of Phase IV will be. She said she wasn't certain if this has been looked at or addressed yet and mentioned there are a lot of Downtown stakeholders here tonight who would really like to see this language added to protect the City's interest.

Michael London, 1620 Miller Drive, Branson, Missouri, commented he's in favor of the project as it sounds like Disneyland and the most wonderful addition to the topography and marketing efforts of the community. He mentioned his father was an internal auditor for General Dynamics Corporation and was responsible for making sure people thought about what could go wrong with things. He commented

he wouldn't be his father's son if he didn't do the same and said he would like to point out something for the Board's consideration. He recalled a time in Branson when everyone was enthused about a trolley system that came to town, but it went out of business within a year or two of beginning operation. He said some of the considerations about why this happened could have been due to the weather, the amount of time it took or people desiring the freedom of their own vehicles. He added, there could have been a million different reasons, but believes it is incumbent on the City to protect itself about the downside. Mr. London stated the trollies went off to auction, signs were removed and within a year no one knew the trollies ever existed in Branson. He expressed his concern about the Gondola Project as far as what would happen if the project failed, leaving 57 in the City. He inquired what would happen if the project is not economically viable and he asked the Board to consider requiring a bond or insurance policy be put in place. He said this would help ensure if the entity goes out of business the City would be protected and could remove the poles and landing spots if needed and rehabilitate the properties and City skyline so it wouldn't leave a permanent scar on Branson.

Steve Hartley, 7825 Cozy Cove Road, Branson, Missouri, stated he agrees with what Cris Bohinc requested and feels it's very important for the words "Downtown Streetscape" to be added to the sentence in the Memorandum of Understanding. He said he believes the Downtown needs to be coordinated with any decisions made concerning the Gondola.

Richard Canuple, 115 East Long Street, Branson, Missouri, expressed his concerns pertaining to the Downtown Streetscape Project. He commented the City has already planned for the last three to five years of the project and the Gondola Project is going to try to build and overlap the Downtown Project's Phase III and IV which already has plans for construction. He said he is excited about the Gondola Project and thinks it will be great for Branson, but would like to have language added to the contract that would not allow construction where the Downtown already has plans to build. He added, or at least for language to be added that states the Gondola would work with the Downtown to make sure it doesn't change the Downtown's plans to a point where the Project wouldn't work.

Jeff Green, 90 Port Bagnell Road, Eldon, Missouri, President of American Gondola responded to Alderman Seay's inquiries regarding adding language to the Memorandum of Understanding pertaining to working with the Downtown. He said he doesn't see any reason why language couldn't be added and he doesn't believe the current language was intended to exclude the Downtown. Mr. Green said his company looked at Highway 76 and believed the project would begin at the Branson Landing and go to Shepherd of the Hills which they understood to be Highway 76. He stated it's critical to American Gondola that it coordinates with the Downtown area and he mentioned their meetings this week indicated they may want this to be their flagship station because of everything that's goes on Downtown. Mr. Green said part of the problem his company has is it hasn't gotten to final designs yet because it doesn't have commitment to move forward. He said he believes once the project gets to the point where planning and zoning is discussed, these questions will be addressed at that point in time. He added, he doesn't think the project is at this point yet as his company is doing preliminary planning and designs to make sure the project would work technically and financially. He said he feels he can assure the people who have these concerns, that working with the Downtown is his company's highest priority. He mentioned representatives from his company will probably spend next Tuesday looking at the Downtown area and meeting with people to figure out what the current plans are. Mr. Green addressed Michael London's concerns about removing poles in the event the project is not successful. He commented his company has considered this and will discuss with Leitner-Poma what it would take to remove poles and structures in the event of a failure. He stated it's easy to plan for positive outcomes and a successful project, but his company is also trying to plan for negative outcomes and mentioned they've had these discussions. Mr. Green stated putting a bond in place is not a major concern to the project and feels this is a topic that will probably arise during planning and zoning. He reiterated American Gondola is asking for some sort of a commitment to move forward and give protections to make sure it will be a viable project. He expressed his desire for everyone to know this is why this information is not in the memo.

Lee Gannaway, Attorney for the City, discussed substitute language.

Jeff Green, 90 Port Bagnell Road, Eldon, Missouri, President of American Gondola said he doesn't have a problem with what was proposed, but if sometime during the project's design the City requests something not part of the project it could be at the City's expense. He stated these kinds of things would come up under Paragraph C which was the intent of the language because there's so many things in discussions and many ongoing projects. He added, his company doesn't know what could happen in the next year. Mr. Green stated construction may not start until 2018 and something could come up in the next two years. He added, he wouldn't want to limit the ability for discussions, but if there's that much concern he doesn't have an objection to striking the language as requested. Mr. Green responded to the Board's inquiries regarding the impact on his company if this item was brought back to the next meeting in January. Mr. Green said it would have very minimal impact on his company, although it might cause some heartburn and concern for investors and Leitner-Poma. He explained this is a long project and if it's delayed for another month in order to get final approval, he doesn't have tremendous heartburn about it, but his company, Leitner-Poma and financial representatives are seeking approval sooner than later. He added, they would really like for this item to be approved by the end of the year.

Jonas Arjes, with the Taney County Partnership said the Partnership has been brought in on this project for over a year and he understands the team has been working on it a lot longer. He mentioned the Partnership has been involved with two opportunities for comments, both on an invitation basis and once to a public announcement to have the community comment and share concerns about the project in a public forum. Mr. Arjes mentioned the Partnership had a public meeting today to allow for public comments with the intent to have a first reading and a second reading on Tuesday. He said since there's no substantive change in the language and there's been multiple chances for public comment and input, he asked the Board to consider a double reading on Tuesday to allow the project to continue with the timeline that's been ensured with Leitner-Poma and potential investors.

Lee Gannaway, mentioned Mr. Green acknowledged in his initial comments exactly what this document is that's before the Board for consideration. He said it's a letter of intent and over the 48 years of his law practice, he's drafted several of them. He mentioned about 75% of the time when negotiating on behalf of a client, he abandoned the letter of intent entirely and just drafted a contract. He said obviously there's a lot of preliminary work to be done, but this Memorandum of Understanding as the City calls it, is nothing more than expressing what the company desires to be done and it is not a contract. Mr. London's concerns about having a bond and tearing down the towers, poles and cables, all of these things would go in a contract. Mr. Gannaway said if the City at some point during this process doesn't like the way things are going, there is a statement in the very last paragraph of the Memo of Understanding that allows the City to withdrawal for whatever reason. He added, this is a relatively simple three page letter of intent and the City is not contractually obligating itself to do one single thing and the City and American Gondola could say at any time they're through. He reiterated the City's not committing to anything, but is expressing what it would like to see done and the City is making American Gondola feel good about spending time, money, investigating further and doing their due diligence in determining whether or not they want to move forward with this project. Mr. Gannaway said this is something council for the City is also concerned about, so he prepared some alternative language that he thinks might make everybody feel better. He stated the alternative language would be in Paragraph D in the line that talks about eminent domain and he read the language changes he suggested.

The meeting recessed at 2:11 p.m. and reconvened at 2:23 p.m.

Jeff Green, 90 Port Bagnell Road, Eldon, Missouri, President of American Gondola responded to Mayor Bests question regarding if he believes this language changes anything in his company's abilities that it needs for the document. Mr. Green stated he didn't believe so and thinks this has always been the case and it's never been his company's belief that the memo binds the City. He added, if his company ever gets into a situation of needing eminent domain, it would never believe that this document requires the City to take that action in any way, shape or form. He said the last paragraph of the memo

states the City could say they're finished and asked if it helps facilitate discussion to get this passed, it is fine with them.

Lee Gannaway mentioned another item where there was some concern pertained to Silver Dollar City. He commented everyone recognizes the City certainly doesn't have any control over what Silver Dollar City does or over the land that lies between the City limits of Branson and Silver Dollar City. He suggested eliminating the language in the memo that says "to include but not be limited to transportation to Silver Dollar City."

Jeff Green, 90 Port Bagnell Road, Eldon, Missouri, President of American Gondola stated the intent for putting this language in the memo originally was to identify the scope of the project and the plan. He said his company recognizes the fact that the City of Branson has no control over Silver Dollar City and commented they are located in a separate County. He reiterated the language was there to describe the scope of the project and striking that language has no impact to his company.

Mayor Best asked for comments from the Board. Discussion. Alderman Seay moved to postpone this item to the December 13, 2016 meeting, seconded by Alderman Castillon. Voting aye: Todd, Seay, Castillon and Simmons. Nays: none. Absent: Booth and Hart. Motion carried.

Review of Appointments for Tri-Lakes Biosolids Coalition and Branson Commerce Park CID.

Mayor Best stated this is a review of Appointments for Tri-Lakes Biosolids Coalition and Branson Commerce Park CID. In accordance with the Board and Committee Appointment Procedure, these individuals are being brought forward for appointment in Category 5.

Tri-Lakes Biosolids Coalition:

Mayor Best stated these staff members have been selected by the Utilities Director to represent the City as a member and alternate on the Tri-Lakes Biosolids Coalition and are being brought forward by the Mayor for Board review at this Special Meeting. These are annual appointments

Mike Ray, Appointment to the Tri-Lakes Biosolids Coalition with a term expiring December 2017.

Loretta Bishop, Appointment as an alternate on the Tri-Lakes Biosolids Coalition with a term expiring December 2017.

Branson Commerce Park CID:

Timothy Jury, Branson Commerce Park CID replacing Greg Storm.

MAYOR'S REPORT

Mayor Best wished Alderman Todd a happy birthday.

ADJOURN

Mayor Best asked for a motion to adjourn. Alderman Castillon moved to adjourn, seconded by Alderman Seay. Voting aye: Todd, Seay, Castillon and Simmons. Nays: none. Absent: Booth and Hart. Motion carried. Meeting adjourned at 2:35 p.m.

Karen Best
Mayor

Lisa K. Westfall
City Clerk



Branson, Missouri



WHO

WOMEN 35-54 | WOMEN 55+ | GROUP TOUR OPERATORS | MEETING PLANNERS | SPORTS ORGANIZERS | JOURNALISTS



WHAT

WHOLESOME FAMILY VACATIONS | FAMILY FUN | LIVE SHOWS | OUTDOOR RECREATION



WHEN

MID-FEBRUARY THROUGH NOVEMBER

CORE 0-100 MILES
Focused primarily in
Joplin and Springfield



WHERE

CORE AND PRIMARY MARKET AWARENESS WITH NATIONAL SUPPORT

PRIMARY 101-600 MILES
Regional drive markets: Kansas City,
St. Louis, Little Rock, Oklahoma City, Tulsa,
Fort Smith, Memphis, Wichita, Memphis, and
Ola, Mo. etc.

NATIONAL 600+ MILES



HOW

TELEVISION | RADIO | MAGAZINES | DIGITAL | SOCIAL MEDIA | PUBLIC RELATIONS

Item 2 Handout 12/8/16

Speaker: Jeff Geifman

BRANSON CVB ADVISEMENT FUNNEL

CONSUMER

Research driven approach focused on consumer feedback and input. Visitors,
Tour Operators, Journalists, Sports Organizers, Meeting Planners

PROFESSIONAL ADVISORS & PARTNERS

Media, Social, Creative, Digital and
Public Relations Agencies

COMMUNITY INPUT & STRATEGIC PLAN

RECOMMENDATIONS FROM PROFESSIONAL CVB STAFF

DISTRICT MARKETING COUNCIL

LEADERSHIP

TCED Board,
Chamber of
Commerce
Board,
City of Branson
Board of
Aldermen

MINUTES

THE REGULAR MEETING OF THE
BOARD OF ALDERMEN
CITY OF BRANSON, MISSOURI
December 13, 2016

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 13, 2016, at 7:00 p.m. Mayor Best called the meeting to order with the "Pledge of Allegiance" and Jamie Rouch gave the invocation.

ROLL CALL

City Clerk Westfall called roll: Mayor Best presiding, Mike Booth, Kirsten Hart, Rick Todd, Betsy Seay, Rick Castillon and Bob Simmons.

Also present from the City were: City Administrator Bill Malinen, City Clerk Lisa Westfall, City Attorney William Duston, Public Works Director and City Engineer David Miller, IT Director Chad Forster, Police Chief Stan Dobbins, Parks and Recreation Director Cindy Shook, Utilities Director Mike Ray, Human Resources Director Jan Fischer, Planning and Development Director Joel Hornickel, Finance Director Jamie Rouch and Fire Chief Ted Martin.

EMPLOYEE OF THE MONTH

Alderman Seay presented Mitchell Null of the Police Department as the December Employee of the Month in recognition for displaying the City of Branson Values of Volunteerism, Service and Courtesy.

PUBLIC COMMENT

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

There were no speakers this evening.

AGENDA AMENDMENT

Mayor Best stated the City has had a request by the outside parties to remove Item Number 24 from the agenda. She asked for a motion to amend the agenda by removing Item Number 24. Alderman Seay so moved, seconded by Alderman Castillon. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons.

CONSENT AGENDA

Mayor Best asked if there were any citizens that had any items they wished to have removed from the Consent Agenda for further discussion.

Lena Hughes, 3425 W. Highway 76, Branson, Missouri, requested Item Number 18 be removed from the Consent Agenda.

Mayor Best asked if any member of the Board had any items they wished to have removed from the Consent Agenda. Alderman Todd requested Item Numbers 7, 10, 18 and 19 be removed from the Consent Agenda and placed as the first, second, third and fourth items on the Regular Agenda. Mayor Best asked City Clerk Westfall to read the items on the Consent Agenda as amended. City Clerk Westfall read the following Consent Agenda items by title.

Approval of Board of Aldermen Minutes:

a) November 22, 2016 Regular Meeting

Acknowledge Receipt of Minutes:

a) Advisory Park Board meeting of October 18, 2016

BILL NO. 5074

Ord. No. 2016-0186

Amending the adopted 2016 Budget for the City of Branson, to adjust monies for the Tourism Fund.

Final Reading of Bill No. 5074, an ordinance amending the adopted 2016 Budget for the City of Branson, to adjust monies for the Tourism Fund was read by title by City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0186 was duly enacted.

BILL NO. 5075

Ord. No. 2016-0187

Amending the adopted 2016 Budget for the City of Branson, to adjust monies for an additional payment in the Debt Service Fund.

Final Reading of Bill No. 5075, an ordinance amending the adopted 2016 Budget for the City of Branson, to adjust monies for an additional payment in the Debt Service Fund was read by title by City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0187 was duly enacted.

BILL NO. 5076

Ord. No. 2016-0188

Amending the adopted 2016 Budget for the City of Branson, to adjust monies for the General Fund.

Final Reading of Bill No. 5076, an ordinance amending the adopted 2016 Budget for the City of Branson, to adjust monies for the General Fund was read by title by City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0188 was duly enacted.

BILL NO. 5077
Ord. No. 2016-0189

Amending the adopted 2016 Budget for the City of Branson, to adjust monies for the Waterfall in the Debt Service Funds.

Final Reading of Bill No. 5077, an ordinance amending the adopted 2016 Budget for the City of Branson, to adjust monies for the Waterfall in the Debt Service Funds was read by title by City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0189 was duly enacted.

BILL NO. 5079
Ord. No. 2016-0191

Approving R-1 One-Family Dwelling District Zoning for the property located at 248 River Valley Road, Branson, Missouri.

Final Reading of Bill No. 5079, an ordinance approving R-1 One-Family Dwelling District Zoning for the property located at 248 River Valley Road, Branson, Missouri, was read by title by City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0191 was duly enacted.

BILL NO. 5080
Ord. No. 2016-0192

Approving an addendum to the contract with Prolawn and Landscape pertaining to the Gretna Island Project.

Final Reading of Bill No. 5080, an ordinance approving an addendum to the contract with Prolawn and Landscape pertaining to the Gretna Island Project and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0192 was duly enacted.

BILL NO. 5082
Ord. No. 2016-0194

Accepting the proposal of Hawkins, Inc. for the purchase of chlorination equipment for the Compton Drive Wastewater Treatment Plant.

Final Reading of Bill No. 5082, an ordinance accepting the proposal of Hawkins, Inc. for the purchase of chlorination equipment for the Compton Drive Wastewater Treatment Plant and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0194 was duly enacted.

BILL NO. 5083
Ord. No. 2016-0195

Accepting the proposal of Red Municipal & Industrial Equipment Company for the purchase of Sewer Jetter Equipment.

Final Reading of Bill No. 5083, an ordinance accepting the proposal of Red Municipal & Industrial Equipment Company for the purchase of Sewer Jetter Equipment and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0195 was duly enacted.

BILL NO. 5084
Ord. No. 2016-0196

Accepting the proposal of Springfield Winwater for the purchase of replacement water meters.

Final Reading of Bill No. 5084, an ordinance accepting the proposal of Springfield Winwater for the purchase of replacement water meters and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0196 was duly enacted.

BILL NO. 5085

Ord. No. 2016-0197 **Accepting the proposal of FTC Equipment, LLC. for the rebuild of a submersible sewage pump.**

Final Reading of Bill No. 5085, an ordinance accepting the proposal of FTC Equipment, LLC. for the rebuild of a submersible sewage pump and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0197 was duly enacted.

BILL NO. 5086

Ord. No. 2016-0198 **Accepting the proposal of Greenway Recycling Inc. pertaining to the transport and marketing of recyclable materials for the City of Branson.**

Final Reading of Bill No. 5086, an ordinance accepting the proposal of Greenway Recycling Inc. pertaining to the transport and marketing of recyclable materials for the City of Branson and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0198 was duly enacted.

BILL NO. 5087

Ord. No. 2016-0199 **Accepting the proposal of Corporate Business Systems pertaining to copier maintenance for the City of Branson.**

Final Reading of Bill No. 5087, an ordinance accepting the proposal of Corporate Business Systems pertaining to copier maintenance for the City of Branson and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0199 was duly enacted.

BILL NO. 5088

Ord. No. 2016-0200 **Approving an addendum for the Classification and Compensation Study Agreement from Springsted Incorporated for the City of Branson.**

Final Reading of Bill No. 5088, an ordinance approving an addendum for the Classification and Compensation Study Agreement from Springsted Incorporated for the City of Branson and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0200 was duly enacted.

BILL NO. 5095

Ord. No. 2016-0202 **Accepting the proposal of Hunter Chase and Associates, Inc. pertaining to the Historic Downtown Streetscape Improvements - Phase III Project.**

Final Reading of Bill No. 5095, an ordinance accepting the proposal of Hunter Chase and Associates, Inc. pertaining to the Historic Downtown Streetscape Improvements - Phase III Project and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0202 was duly enacted.

Mayor Best opened the floor for a motion to approve all items on the Consent Agenda as amended. Alderman Todd moved to approve, seconded by Alderman Seay. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried.

REGULAR AGENDA

Alderman Castillon left the meeting at 7:16 p.m. due to his conflict of interest.

BILL NO. 5078

Ord. No. 2016-0190

Amending the adopted 2016 Budget for the City of Branson to adjust monies for the Tourism Fund for the Branson Airport.

Final Reading of Bill No. 5078, an ordinance amending the adopted 2016 Budget for the City of Branson to adjust monies for the Tourism Fund for the Branson Airport was read by title by City Clerk Westfall. Mayor Best asked for a motion approving Bill No. 5078. Alderman Booth moved to approve, seconded by Alderman Hart. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. No discussion. Voting aye: Booth, Hart, Todd, Seay and Simmons. Nays: none. Absent: Castillon. Motion carried. Ordinance No. 2016-0190 was duly enacted.

Alderman Castillon returned to the meeting at 7:17 p.m.

BILL NO. 5081

Ord. No. 2016-0193

Amending Chapter 22, Business, Chapter 42, Fire Prevention and Protection, Chapter 58, Offenses and Nuisances, Chapter 62, Parks and Recreation and other City Facilities, Chapter 66, Planning and Subdivisions, Chapter 70, Signs, Chapter 78, Streets, Sidewalks and other Public Places, Chapter 86, Traffic and Vehicles and Chapter 94, Zoning of Branson Municipal Code pertaining to the Zoning Code and Temporary Signs.

Final Reading of Bill No. 5081, an ordinance amending Chapter 22, Business, Chapter 42, Fire Prevention and Protection, Chapter 58, Offenses and Nuisances, Chapter 62, Parks and Recreation and other City Facilities, Chapter 66, Planning and Subdivisions, Chapter 70, Signs, Chapter 78, Streets, Sidewalks and other Public Places, Chapter 86, Traffic and Vehicles and Chapter 94, Zoning of Branson Municipal Code pertaining to the Zoning Code and Temporary Signs was read by title by City Clerk Westfall. Mayor Best asked for a motion approving Bill No. 5081. Alderman Booth moved to approve, seconded by Alderman Castillon. Mayor Best asked for anyone in the audience wishing to speak regarding this matter.

Doug Ritchie, 210 Jupiter Way, Branson, Missouri, stated he would like to have this item looked at again because he doesn't feel certain parts of it are well defined and leaves gaps in coverage. He said he's particularly concerned with the portion that deals with accessory buildings. He said there's a definition for accessory buildings that says it's any building or structure on a lot other than the main dwelling. He said he feels this is not accurate because a dog house would then be considered an accessory building. He added, this leaves room for a lot of loop holes and feels the code should define what an accessory building is. Mr. Ritchie said in his case he's trying to build a small greenhouse and there's no mention of green houses. He commented these types of buildings, which would include dog houses, would have to be at least 15 feet from a house because that's the loophole that's left in this. He commented he would like for the code to define accessory building as any structure under 200 square feet or requiring a permit. Mr. Ritchie said the reason for 200 square feet minimum is because any

building under this square footage doesn't require a permit and he feels if a structure doesn't require a permit, why would it have to comply with all that's required in this code. He commented what he's really concerned about is the 15 foot setback between an accessory building and the main dwelling. Mr. Ritchie commented if a greenhouse is exempt from this requirement because it's not an accessory building, then he could place it only 10 feet away. He asked the Board to change the requirement to 10 feet as that would solve his problems since his property is a unique lot and he meets all of the other requirements, except he's unable to put a greenhouse 15 feet from his garage. Mr. Ritchie commented nowhere in this document does it talk about greenhouses and there's no definition. He added, it doesn't even fit what he's trying to do and he's stuck with 15 feet on something he doesn't consider an accessory building. He mentioned he meets the requirement pertaining to being behind the front of the house, but is unable to place a greenhouse far enough away to meet the City's 15 foot requirement. He said if the City reduces the setback from the main dwelling to 10 feet which is what Mr. Hornickel says is a standard code, he said he doesn't have any other problems. He said he doesn't have \$800 to go to the variance board and he could buy most of the materials to build his green house for \$800. Mr. Ritchie said there's no reason to go to the variance board if no one knows why the standard was increased to 15 feet when the standard is 10 feet. He added, this document even mentions 10 feet for other things and he inquired why the City couldn't make the document consistent throughout and make the distance 10 feet or change the definition of accessory building. Mr. Ritchie said his building doesn't require a permit as it will be less than 200 square feet and he asked why he's having this problem if it doesn't require a permit. He said he understands it's not Mr. Hornickel's fault or his department's fault, but he's just trying to rectify this situation as he feels the definition of a building is not accurate. Mr. Ritchie said he's not sure if he'll decide to build or purchase a greenhouse, but currently the category in the code says anything would be an accessory building, even something purchased from Lowes. He stated this is the City's definition right now and he doesn't think the definition is correct. Discussion.

Cindy Merry, 67 Melody Manor Lane, Reeds Spring, Missouri, commented she wanted to address the term Entertainment District. She mentioned sending an objection to Planning and Zoning about using the word "entertainment" when the zoning code was being reviewed. Ms. Merry stated the reason she's bringing this up is because the City-owned website, Explorebranson.com displays a map on its front page and defines Highway 76 as an Entertainment District. She said something that's missing from this map is shows and theaters which are unique identifiers for Branson. She commented it's important for the City to make sure it defines shows and theaters in the code, because people go away and there's no historical knowledge. She added, then something like this happens and shows and theaters are left off of the map. Discussion. (See attached handout)

Mayor Best asked for comments from the Board. Discussion. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0193 was duly enacted.

BILL NO. 5093
Ord. No. 2016-0201

Approving the renewal of the contract with the Branson Lakes Area Chamber of Commerce and Convention and Visitors Bureau pertaining to Tourism Marketing.

Final Reading of Bill No. 5093, an ordinance approving the renewal of the contract with the Branson Lakes Area Chamber of Commerce and Convention and Visitors Bureau pertaining to Tourism Marketing was read by title by City Clerk Westfall. Mayor Best asked for a motion approving Bill No. 5093. Alderman Todd moved to approve, seconded by Alderman Castillon. Mayor Best asked for anyone in the audience wishing to speak regarding this matter.

Tate Womack, 1945 W. Highway 76, Branson, Missouri, commented he would like to talk to the Board about theater support and mentioned he is President of the Branson Theater League of Owners and Show Producers. He stated there are theaters that are physical buildings and there are shows which are productions made by real people designed to attract very specific kinds of customers that visit Branson. He said Branson has something nobody else has in our Country as Branson's shows are designed to appeal to a very specific psychographic and type of customer. He added, it's about faith, flag

and family and Branson's shows are wholesome and fun for people of all ages. Mr. Womack said there is a connection formed when people visit a town that's friendly, hospitable and reaches out to people. He commented this is what Branson's shows do; they connect with people in the audience. He commented Branson is a hospitality town unlike any other and he said the City should not sign the contract because it's not in the best interest of Branson without a Blue Ribbon Task Force being created. He stated it's not in the best interest of the people he just spoke about who are involved in creating a destination known as Branson, Missouri. Mr. Womack reported since September 27th the Theater League has come to the Board to make them aware of the problems with Branson's marketing and the Christmas season not being marketed. He asked the Board how Christmas could be lost in a town that's about faith, family and fun. He said he believes a Blue Ribbon Task Force for shows and theaters might have asked that question and made sure Branson didn't lose Christmas. He said he knows Alderman Castillon and Mayor Best have said the Board has had conversations with different shows that have advised not to give the Theater League a Blue Ribbon Task Force. He said he assumes they oppose making sure marketing of shows and theaters in Branson is done correctly, are against the marketing of Christmas, don't want to be a year-round destination and are happy with the state of the City-owned website Explorebranson.com. he said apparently those few that have whispered in the Board's ears hold more weight than those in the room tonight. He presented the Board with a list of shows and theaters in Branson and said this list clearly shows majority support of the Blue Ribbon Task Force. He read from the document "We agree that the shows and theaters are vital to ensure the economic viability of the City of Branson's tourism industry. Our tourism tax dollars designated for marketing, should be used to acquire customers that want to see shows inside the city limits of Branson. To meet this end, the City of Branson should create an independent Blue Ribbon Task Force focused on Shows and Theaters as requested by the League of Branson Theater Owners and Show Producers." He mentioned the Theater League collected 68 signatures from various shows and theaters in town which he's presenting to the Board and he mentioned he has an email from Billy Dean that states he agrees with the above statement and the theater industry and he feels shows give tourists an experience no other attraction can. He commented, Mr. Dean said Veterans flock to Branson not only because of the hotel and meal discounts, but because the shows give them the feeling of dignity and respect. Mr. Womack said he thinks the Aldermen should pay attention to those who care enough to continuously bring this matter before them and should create a Blue Ribbon Task Force before approving the signing of the contract this evening. He urged the Mayor and Aldermen to ask the City Administrator to create a Blue Ribbon Task Force since 68 shows and theaters have publicly come before the Board. Mr. Womack said he would like to talk to the Board about seasonal marketing and mentioned he represents a long-time successful business in Branson. He mentioned his business has a theater, hotel attractions, restaurants and retail stores and it keeps investing and adding more things. He commented his company has always believed in Branson and its future and has always supported various local initiatives. He said when it was asked to buy Christmas trees, display signs or contribute money it did. He added, another important thing to remember about his company is it stays open year-round. He mentioned the contract the Board is being asked to sign tonight says the City will hold the Chamber of Commerce accountable to increase visitors staying in hotels, attending attractions, entertainment and increase visitors of all ages. He mentioned he's been involved in numerous Chamber of Commerce committees throughout the year and served as the chair of the District Marketing Council (DMC). He reported one of the strategies created many years ago was to increase the attendance at the shows and attractions by visitors of all ages to make sure Branson is a year-round destination. Mr. Womack said the way to do this is with integrated marketing programs that concentrate on something very unique to Branson, which is why the five seasons of Branson was created. He mentioned Branson's five seasons were Hot Winter Fun, Ozark Mountain Spring, Summer Fun, Fall for the Ozarks, and Ozark Mountain Christmas and they were created very specifically to give compelling reasons for people to be in Branson throughout the year at different times. He stated it gave compelling reasons for visitors to return to Branson and achieve not only increased visitors of all ages, but different ages that can travel at different times. He said it also contributes to creating new visitors, because different seasons with different messages appeal to different types of people. He commented this is why the five seasons of Branson is important. He stated the marketing plan from 2013 to 2016 states the Chamber of Commerce will market the seasons of Branson, but this is not what has occurred as this can clearly be seen with Christmas. He mentioned the Chamber of Commerce wanted to start national buys in May and he recalled the community had to fight to get the national television buy to start earlier in the year. He added, this community push didn't help, because the Chamber of Commerce shrunk the amount of input people

had in the committees. Mr. Womack explained, as the Convention Center got rid of the people who had compelling historical knowledge and people with tourism, destination and marketing experience, it lost the five seasons of Branson. He added, some people would actually say it was intentionally dropped and there are obviously places where you can find this to be the case. He reported the five seasons of Branson do not appear in the Group Tour Planner, Vacation Guide or on the Chamber's website, even after people repeatedly expressed their reasons for why the five seasons ought to be put back up. He said if a Blue Ribbon Task Force was independently created by the City, it would have advised City Council of the five seasons having been dropped. He said he believes if the City would have been told the five seasons were dropped it could have told the Chamber of Commerce not to let this happen. He said everyone the Board represents and stakeholders inside the City limits of Branson bought into the commitment that this was a year-round destination and would be marketed year-round. He added, the Board would have known the City of Branson can't survive on tourism that's basically a weekend business and summertime destination. Mr. Womack stated this is why the Board should not sign the contract tonight until it has a Blue Ribbon Task Force to hold the Chamber of Commerce accountable. (See attached handout)

Cindy Merry, 67 Melody Manor Lane, Reeds Spring, Missouri, commented she is not sure the City should sign the contract with the Chamber of Commerce. She mentioned Alderman Simmons had asked several times throughout the course of last year and this year about community involvement, points and problems with the marketing that the Theater League has been talking about. Ms. Merry stated one of the questions he brought up at the last meeting was about the requirement the City put in its Request for Proposal (RFP) when it was issued and she thinks there should be some clarity about why the City put the item pertaining to required involvement from community members in the RFP. She explained Ozark Marketing Council was a volunteer group that went to the Chamber of Commerce and instituted a City of Branson tourism tax of 4%. She said this tax was abolished when it went to the Supreme Court, but local shows and theaters voluntarily continued to pay the tax while people worked to get the tax back. She mentioned at this time, Branson had problems with the Chamber of Commerce using tactics in favor of their private businesses. She recalled this created an upheaval in the community, so moderators were brought in to determine what could be done to prevent this kind of thing from happening again. Ms. Merry reported from this came the Marketing Advisory Committee (MAC) which had very specific requirements about who would be represented, what type of industries, how people would be elected and who would be appointed. She commented MAC was independent with people from all walks of the community and Branson had a voice. She added, this was when the City of Branson was the only place collecting tourism taxes; 4% from shows, attractions and lodging and 1/2% from restaurants. She explained then the City of Branson put out an RFP for tourism tax marketing and received responses from all across the Country. She said Branson didn't want this to happen so the City created a task force that worked very hard to make sure the tourism tax dollars would stay in the community and would get the best advice from all of the community. Ms. Merry mentioned in 2005, people worked hard to get a Tourism Community Enhancement District (TCED) tax and a 1% tax on retail, attractions and lodging outside the City limits within the District. She reported the first time the tax failed because people throughout the community said it would be a Chamber of Commerce tax, so the Chamber of Commerce gave up their appointment to the TCED Board in order to get the tax passed the second time. She added, when that happened the Marketing Advisory Council of the Chamber of Commerce became part of a District Marketing Council (DMC) and additional people were appointed from the TCED Board. She said at that time, Branson had a lot of independent people and input was provided from many people throughout the community. She stated in 2013 the committees were reduced in size and it was time for negotiations with the City again for the marketing contract. She added, a mechanism was provided for how people were going to be involved and there was an outline of the Marketing Advisory Council. She said the outline was the TCED appointments to the DMC and there was a graph that showed lots of different committees involved and the City awarded the contract to the Chamber of Commerce. Ms. Merry recalled in September 2015, the Chamber Board of Directors wiped out the Marketing Advisory Council and created an appointed District Marketing Council. She said then they went to the TCED and asked them to approve this change and they did. She mentioned the District Marketing Council then became a part of the bylaw and last week when the Chamber of Commerce answered City Council's questions, it said two people from the TCED and two people from the Chamber Board of Directors selected the appointments. She said while this is technically true, it's not how the bylaws state it's to be done as they say the Executive Board of Directors

of the Chamber are to appoint the DMC members and then the Board approves it. She stated by contract there's nothing that has TCED input or has the City's input so she personally went to the TCED and objected to the change in representation. She added, she feels it's important to the community to have lots of involvement and she doesn't think anyone should have to be a member of the Chamber of Commerce to be involved in how the tax dollars are spent. She mentioned at the TCED Board meeting last December, Dave Rossen, the TCED Board Director from Indian Point asked the TCED to create an oversight of the marketing committee, but that was not considered. She asked the Board to request a copy of that meeting so they can hear the City's representatives who sit on that Board objecting to a Marketing Oversight Committee. She added, she thinks it's important for the City to know this because the money being discussed is the money that's collected in the City of Branson. She mentioned she has a list of everybody who sits on all of the committees that control the tax dollars and she asked the Board to look at the number of businesses in this community and see how many people are closely associated with one another, making decisions about tax money. She stated this is not open or transparent and she asked the Board how people in the community find out about DMC meetings, when meetings are held and what's said in the meetings. She said people don't have time to respond since minutes aren't posted until months later. Ms. Merry said she wanted respond to Alderman Simmons response he was given by the Chamber of Commerce regarding whether or not there's really community involvement. (See attached handout)

Glenda Kerr, 271 Rolling Acres Road, Reeds Spring, Missouri, thanked the Board for the opportunity to speak and she mentioned she currently serves as the Executive Director of the League of Branson Theater Owners and Show Producers. She said she's lived in the Branson area since July 1983 and has worked in every segment of the tourism industry in Branson. She commented she has two points to make about the Chamber of Commerce contract; one point being from a working professional standpoint and the other point is from a personal standpoint. She stated from a professional standpoint, the contract calls for accurate information and she said she would like to make a point directed towards accurate communication. She commented as current Executive Director of the Theater League, it is her job to follow up with requests for meetings with members and the Theater League's requests for meetings with various organizations in the Branson tourism industry such as the Chamber of Commerce. Ms. Kerr recalled a meeting had been scheduled on December 11, 2015 to receive updates on each organization. She mentioned the President of the Chamber of Commerce brought to the meeting his current 2015 Chairman of the Board and incoming 2017 Board Chairman, whose company he represents is a member of our organization. She stated this meeting was arranged earlier in November, prior to implementing the Book-it Button which she believes was around November 17th. She commented there were many members and non-members from theaters and shows in attendance at that meeting. Theater League members were very professional, even though they were a little bit more than upset to learn the Book-It Button had been directed to a third party ticket seller. She added, a ticket seller that did not represent all of the members and where businesses would need to pay for better placement. Ms. Kerr reported at this meeting, the Theater League provided Jeff Seifried, President and CEO of the Chamber of Commerce and Convention and Visitors Bureau, with two documents outlining concerns and requesting the button be removed or redirected as each private businesses originally chose. She stated at that meeting the Theater League was actually told no and Mr. Seifried said he would not make a decision until a public meeting the next day or at the next Chamber Board meeting the following week. She commented at this same meeting he was shown a video regarding the challenges with the website Explorebranson.com and with the lack of Christmas on the site. She reported when the minutes for the December 2015 Chamber of Commerce Board of Directors meeting were finally posted on Bransonchamber.com in May 2016, little of the Theater League's concerns were mentioned in the minutes. She added, after the December Board of Directors meeting, the Chamber of Commerce did decide to allow businesses to direct their buttons to where each business decided. She stated it was then decided the Chamber of Commerce would form a committee to look into the Book-It Button the first quarter of 2016 and the Theater League was assured it would have a seat at the table. She commented since it's her job to follow up, she sent emails to Mr. Seifried and he responded that having theaters at the table is a must. She said she followed up with him again the first of April after the first quarter had passed and the Theater League still had not received its seat at the table. She mentioned she was informed the Chamber Board decided to form its own internal committee and would be reaching out to stakeholders along the way. She stated she was also told the Theater League should receive a recommendation from the Chamber by July 2016. She said it's now the

third quarter of 2016 and she finally sees a recommendation in the September 2016 Board of Directors minutes. Ms. Kerr asked the Board to note in the October 2016 meeting minutes of the Chamber Board says the President of the Chamber had several meetings with the Theater League and several theater representatives. She added, let it be noted Mr. Seifried met with the Theater League once on October 10th which is also the meeting that Alderman Hart attended. Ms. Kerr said her second point is from her own personal experience that recently happened that pertains to what the contract calls for demonstrating strategies and tactics. She commented the Chamber of Commerce contract calls for tactics to reach all market segments necessary to attract visitors to Branson including leisure and business travelers, travel agents, convention delegates, motor coach operators and travelers. She said she's spent a good part of her career in the hotel industry and she had the pleasure of working with all these segments and many niche group markets. She said she's worked many years partnering with the Chamber of Commerce and has served on various committees, so she's familiar with all the services provided to group business. She mentioned she has been planning her family's reunion which will be in Branson since it's a central location for approximately 60 family members coming from about eight different states. She commented she knew there was an RFP form that can be submitted to the Chamber of Commerce and Convention and Visitors Bureau to help with gathering information for lodging, meals, shows and attractions. She added, she visited the website Explorebranson.com which is Branson's one-stop shop for information. She said she already knew where to find group information way at the bottom of the home page, but had she not known she probably would have used an online search engine to find this information. She mentioned after completing the RFP form there wasn't a submit button, so she selected the back button and her form didn't save. She said she wished she would have known to download and save the form first, but there were no instructions on the website. She inquired why the form wouldn't have any instructions pertaining to filling it out or what to do with the form after its downloaded and printed. She explained she was so frustrated with this, after a month she still hasn't submitted her request. She inquired what might happen if another family considering Branson as a destination experiences this would they move on to another destination that has a process that's a little less antiquated. She asked why make it hard for people to get the information they are seeking. Ms. Kerr stated she has offered her views both professionally and as a customer and said these are my reasons for asking you to postpone the signing of the Chamber of Commerce contract until a Blue Ribbon Task Force has been formed. She thanked the Board for their time and consideration.

Lena Hughes, 3425 W. Highway 76, Branson, Missouri, commented there's something else she'd like the Board to consider pertaining to the marketing contract. She mentioned her family has been producing shows in Branson for the past 21 years and they have really invested in this community. She stated her family has also owned and operated a theater for the past 16 years where they've presented multiple shows and has collected and remitted millions of dollars in City tourism taxes over the years. She added, her family's theater sits on City-owned land which it leases from the City and her family has spent millions of dollars paying the City for the land. She commented she feels like she is a stakeholder and she's not objecting to the Chamber of Commerce being awarded this contract to market Branson, but as a stakeholder who's invested in this community it appears her concerns aren't really that relevant. She commented the fact the Theater League can't get questions or concerns answered really speaks volumes to how the City feels about shows and theaters. She mentioned speaking to numerous other shows and theaters and they all feel similar to what she does. She added, her friend Sheila Dutton wrote a letter even though she wants to approach things in a different way and she believes in the concerns we all have and they matter to her as well. Ms. Hughes commented there's so many examples she could bring up that are problems, but the website and map have already been mentioned. She said as she was looking at the map she wondered why it's even there and mentioned there was a user study done concerning this which indicated the map wasn't needed. She added, the website should be turning potential visitors into new visitors and the map doesn't accomplish this. She explained when you click on the map expecting it to expand and show more things, the same thing comes up but just a little bigger. She said the few icons on the map include the Branson Ferris Wheel, The Titanic Museum, Silver Dollar City, Shepherd of the Hills, Tanger Outlets, Branson Landing, College of the Ozarks, and it even includes Fantastic Caverns which is not even in Branson. She inquired why theaters would be left off when they are such a unique identifier of Branson. She said when she first came to town, the Hot Winter Fun initiative was just happening and she invested in it and witnessed how every year Hot Winter Fun was growing. She said it got to the point Branson did very well during the winter and more and more theaters and other businesses

were opening during the winter for tourists to come. She added, over the last two years it's been useless to be open during the winter and her theater won't be open as early as it normally is. She said she believes if the City had a Blue Ribbon Task Force on shows and theaters focused on stakeholders like herself, it would show everyone the City does care about the businesses. She said otherwise, it seems like the City does not care.

Michael London, 1620 Miller Drive, stated since the last City Council Special Meeting, it came to his attention he needed to make a correction. He said during his opening remarks at that meeting, he thanked the Board for allowing adequate time for public input and also for the courage required to present alternative points of view. He said no matter how carefully they're phrased they may appear to be adversarial in nature. Mr. London commented it's been pointed out to him since he made that remark that the English Government has the concept of loyal opposition which is a vital component of the democratic process. He said he would never suspect anyone here hearing of these remarks as being treasonous, but that's the reason why the loyal opposition must be able to speak. Mr. London stated he expects to ask some unsettling questions tonight and will do so only in the hopes that the information needed for the Board to make an informed decision is on the table and out of loyal opposition for the community. He added, he hopes by doing this the City can work together towards a best possible future. He said he'd like to correct one word he misspoke at the previous meeting regarding the topic of the lack of oversight of the marketing plan and the Tourism Community Enhancement District (TCED) had no marketing capacity. He stated what he meant to say was the TCED had no marketing committee with which to give serious look at the implementation of the marketing plan. Mr. London said he presumes the President of the Chamber of Commerce and Convention and Visitors Bureau, Mr. Seifried, may also want to clarify as he's assuming he also made an error. Mr. London commented Mr. Seifried said the Chamber of Commerce targets women ages 34 to 54 and then the 55 and up age group while the 2016 marketing plan mentions targeting women ages 24 to 54 and women ages 35 to 64. Mr. London said please note the implication of the differences are very large and there is no targeting of ages 55 and up at all, despite Mr. Seifried's assertions to the Board. Mr. London explained a message to people 35 to 64 years old would be quite different than one exclusively to people in the 55 and up age group market. He said he hopes City Council will act as a representative for the theaters tonight. He stated there's over 68 shows that have signed the petition and will ask some serious questions of the Chamber of Commerce and Convention and Visitors Bureau prior to City Council voting on the renewal of the contract. He mentioned having some prepared questions for City Council to ask the Chamber of Commerce tonight before it votes on the contract renewal. He added, he's submitting these questions for the Aldermen to ask the Chamber of Commerce because at all previous meetings the Board's questions have been primarily asked of the Theater League and the answers to the few questions the Board has asked the Chamber of Commerce were seemingly accepted on face value. Mr. London commented, he's hoping tonight the Board finds after asking the Chamber of Commerce some pointed questions their answers will bring to light critical information that should be considered before voting. He pointed out if the City already had a Blue Ribbon Task Force it wouldn't have to be ask these questions. He mentioned on Thursday there was great applause given to the Chamber of Commerce for having met the conditions of the contract relative to the four objectives of the goals in the Request for Proposal (RFP) and the contract. He added, one must take into consideration the problem with giving credit when everything in the economy is going up. He stated this is making the assumption that what was being done was actually causing it, when in fact it may not have been the cause at all. Mr. London stated good economic cycle analysts must look deeper for clues in order to see if a company's direction might seem to look good, but behind the numbers are negative things that give off warnings that the good times might not continue. He added, fortunately the wise forefathers of Branson's RFP had put some measures in place to make sure this occurred. He thanked Alderman Seay for bringing to everyone's attention the objections as put forth in the original RFP and feels it's very important to measure against what was asked of the Chamber of Commerce by the City which they promised to accomplish. He stated within the objectives was the objective to increase the demand for local attractions and entertainment by visitors of all ages. He asked the Board to take note of the last phrase and mentioned the Chamber of Commerce has failed miserably on one of the main criteria used to measure performance per the City's RFP. Mr. London reported the October Visitors Profile shows visitation by the age 55 and up age group to be down by 28% year-to-date which is a lot of people and money lost. He commented had the Chamber of Commerce been able to increase other age groups without losing the age 55 and up group, the City would have benefited a lot. He said he'll provide the

Board with a document that shows the 28% loss and the numbers upon which it is based and he feels it is the most important document he'll be providing as it shows how many dollars would have been gained by the City had it not experienced this loss. He reported the most conservative numbers adjusted from what he suggested at a previous meeting is over \$700 million has been lost because Branson lost that number of seniors. He said someone might say this is due to the market changing and he reported there are currently 45 million people age 65 and up and this number is expected to increase to 72 million in 15 years. He said this is a giant group of people Branson is not marketing to and he believes it's a causality 28% of people have been lost. Mr. London said before the Board signs the contract tonight, it will want to clearly find out whether or not Branson's walked away from that group of people, relative to the other markers by which one would look at to determine whether or not the Chamber of Commerce is meeting their goals. He mentioned the Board would need to look to the concept of first-time visitors and the Chamber of Commerce's response. He said another objective was to increase first-time visitors and first-time visitors are so important. He mentioned when the TCED tax was up for voting, the number one reason given as to why Branson needed this tax was because first-time visitors to Branson have been declining for 10 years, reaching an all-time low of 20%. He commented people realized Branson has a problem and if the Board looks at the October Visitors Report it will see not only is the number of first-time visitors down 7% year-to-date, it is down 20% since 2013. Mr. London said there's two major markers indicating a problem while everybody believes they're doing a great job as a result of overall numbers going up. He added, overall numbers are going up because the entire economy is going up, but major factors that were put in the RFP in originally are now showing Branson has a problem. He mentioned he has some questions for each of the Aldermen to ask. He asked Alderman Seay to please ask the Chamber of Commerce and Convention and Visitors Bureau if and why it's okay to lose a million visitors in the age 55 and up group and how Branson lost that large of number of people when the group is growing so fast and represents a key part of Branson's visitation. He asked Alderman Seay to ask Mr. Seifried what happened to the marketing of Ozark Mountain Christmas which he and his Board have been aware it's been a problem for the last three years. Mr. London asked Alderman Simmons to please ask the Chamber of Commerce how people can feel involved if they're only given three minutes to speak every other month to discuss anything important to the District Marketing Council (DMC). He commented, the DMC meets every other month and only three minutes are allowed for public comments and a person can write them in a document and they have no responsibility to respond. Mr. London said the second question for Alderman Simmons is the Chamber Board discussed tax spending related to matters behind closed doors. He stated he's been removed from a meeting because they wanted to continue to discuss what to do about these matters which are tax-related concerns. He asked if there is a system in place to report concerns of non-DMC members and how the DMC has responded. He asked Alderman Todd to ask the Chamber of Commerce to explain why the number of first-time visitors is down 7% this year and almost 20% since the start of the RFP contract, given the increasing first-time visitors was a primary goal of the RFP in the 2014 marketing plan. He asked if the Board believes the Chamber of Commerce is actually being effective in that regard, given that so much money is being spent on new visitors and the numbers are down. He asked if it is okay with the Chamber for the age 55 and up group to drop 28% and inquired if there is a flaw in the numbers that show they have lost over \$700 million by allowing this age group to drop so much. Mr. London asked Alderman Booth to ask the Chamber of Commerce if they can honestly say the advertisement on the back of the annual State of Missouri Vacation Guide that the community spent over \$10,000 on, doesn't look exactly like an Arkansas advertisement, despite marketing pioneers' beliefs that Branson's marketing image should be totally different than the one used by Arkansas. He commented nothing in the guide differentiates Branson from nearby surroundings. He asked Alderman Todd to ask the Chamber of Commerce why it didn't update dates for 2016 events such as Veterans Week and how to find Santa until it was far too late. He also asked him to ask the Chamber of Commerce why their annual vacation guide prompts visitors to leave Branson once they've arrived by prominently highlighting day trips featuring far away cities. He inquired, wouldn't Branson be better off keeping the money people spend during their vacation in our community? Mr. London asked Alderman Hart to please ask the Chamber of Commerce what they were thinking when they advertised three out of five businesses outside the City limits of Branson and the TCED tax zone in their New Year's Eve advertisement. He asked her to inquire how this helps Branson's citizens and businesses within the City of Branson and why shows and Ozark Mountain Christmas isn't featured on their website. Mr. London asked Alderman Castillon to please ask the Chamber of Commerce why there's no mention of Christmas in the Annual CVB Group Travel Planner and why there was no editorial photo of Ozark Mountain

Christmas in the 2016 Annual Vacation Guide. Mr. London reported Mr. Seifried told the press, covering Ozark Mountain Christmas in the Chamber of Commerce's print publications was not a tactic they used and would you please ask them why it's not. He inquired how Ozark Mountain Christmas coverage got dropped from their print publications and why there were no photos of Christmas shows in the 2014 Holiday Electronic Newsletter. He asked why there weren't any live action Christmas show photos on their website during the 2015 holiday season until it was too late to influence 2015 travel. Mr. London asked why professional reports from the community members did not prompt significant changes to their website until after the Theater League brought this to the City's attention in late 2016. He referred to the documents he provided the Board and said he provided individual questions for each Board member to ask and he thanked them for their time and attention. He added, this wouldn't be necessary if there was a Blue Ribbon Task Force to allow input at a more appropriate time and place. (See attached handout)

The meeting recessed at 8:26 p.m. and reconvened at 8:35 p.m.

Jeff Seifried, 32 Oakview Lane, Shell Knob, Missouri, President and CEO of the Branson Lakes Area Chamber of Commerce and Convention and Visitors Bureau commented his organization has been the topic of discussion this evening and he wanted to say he appreciates all the comments the Branson Theater and Show League has made. He encouraged anyone interested in further exploring these questions to participate in the District Marketing Council (DMC). He added, nothing prohibits anyone from attending, speaking in public or presenting questions to the committee for a response. He encouraged anyone having questions to participate in the process as it can only make things better and he feels all of the community needs to be involved in the community marketing plan.

Diane Fisher, 2740 State Highway 248, Branson, Missouri, with Branson Ticket & Travel commented she's lived in Branson since 1971, her husband was born and raised in Branson and she started her business 25 years ago. She stated 15 to 20 years ago when she would do personal travel shows, every place she went people would tell her how much they loved Branson. She said when she's traveled over the last few years people have asked where Branson is located and when she tells them it's in the Southern part of Missouri near Arkansas, they then know where Branson is. She added, she recently had someone ask her if Branson was located in Pennsylvania. Ms. Fisher said she feels like Branson is not getting the word out and her company is going to 12 different travel shows, spending its own money to try to bring visitors to Branson. She mentioned visiting Wichita, Kansas recently and she couldn't believe how many people had not been to Branson and had asked her about Branson. She expressed her concerns for better marketing and she thinks someone needs to be held accountable for how Branson's tax dollars are spent and where the money is going. She mentioned seeing an advertisement in an Oprah Winfrey magazine and she couldn't even tell it was an advertisement about Branson as there wasn't anything pertaining to any shows. She said the advertisement was very vague and feels shows could have been put in it to make Branson stand out. Ms. Fisher stated she feels Branson is not being marketed the way it should be and believes marketing to people from the East and West Coasts would bring people here who would stay longer, anywhere from five to seven nights. She said Branson is pushing its marketing dollars that way, but feels someone needs to be held accountable for this money. She added, Branson needs to bring more people here, theaters and hotels need to be healthy and people need better jobs. Ms. Fisher commented tourism is Branson's biggest industry as it doesn't have any factories to employ people, just entertainment. (See attached handout)

Mayor Best asked for comments from the Board. Discussion. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Ordinance No. 2016-0201 was duly enacted.

**BILL NO. 5094
POSTPONED**

Approving a Loan Agreement and Promissory Note between the Missouri Transportation Finance Corporation, the Missouri Highways and Transportation Commission and the City of Branson.

Final Reading of Bill No. 5094, an ordinance approving a Loan Agreement and Promissory Note between the Missouri Transportation Finance Corporation, the Missouri Highways and Transportation Commission and the City of Branson was read by title by City Clerk Westfall and a staff report was presented by Jamie Rouch. Mayor Best asked for a motion to postpone the Final Reading of Bill No. 5094 to a date not to exceed January 10, 2017. Alderman Todd so moved, seconded by Alderman Castillon. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. Discussion. Mayor Best called for a vote on the postponement. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried.

Presentation of 2017 Marketing Plan of the Branson/Lakes Area Chamber of Commerce & CVB.

A presentation of the 2017 Marketing Plan of the Branson/Lakes Area Chamber of Commerce & CVB was made by the Branson/Lakes Area Chamber of Commerce & CVB. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. Discussion.

RESOLUTION NO.

2016-R037

Approving the 2017 Marketing Budget of the Branson/Lakes Area Chamber of Commerce & CVB.

A Resolution approving the 2017 Marketing Budget of the Branson/Lakes Area Chamber of Commerce & CVB was read by title by City Clerk Westfall and a staff report was presented by Jamie Rouch. Mayor Best asked for a motion adopting the resolution. Alderman Simmons moved to adopt, seconded by Alderman Castillon. Mayor Best asked for anyone in the audience wishing to speak regarding this matter.

Cindy Merry, 67 Melody Manor Lane, Reeds Spring, Missouri, said she'd like to point out if the City were to sign a statement in support of a Blue Ribbon Task Force for shows and theaters in Branson, it would not make the City anti-Chamber of Commerce. She provided an example of local entertainer Clay Cooper and said he is a loyal Chamber of Commerce member who represents the shows totally. Ms. Merry commented suggested the Aldermen should get a copy of the written plan as opposed to just the PowerPoint slides. She said according to the District Marketing Council (DMC), the written plan notes were supposed to be posted on the portal for anyone interested in the marketing to be able to access and read. She requested the Board of Aldermen ask the Chamber of Commerce why it decided to drop the Dallas spot buy. She added, looking back at the DMC minutes that suggestion came from a member of the DMC. She asked the Board to request the increases in the Dallas buys made for Branson in the past. She also asked the Board to inquire of the Chamber of Commerce how much money has been paid to partner companies on the website design maintenance that are paid to design and create the program since 2013 and how much money has been paid by advertisers and sponsors to be on the explorebranson.com website since 2013. She added, and of that money, how much partner companies have received since 2013 and how much has gone towards the Branson Lakes Area Chamber of Commerce's administrative fees. Ms. Merry stated she thinks the Chamber of Commerce should provide the Board with the user study conducted on the website. She commented it was noted by website users that dates of advertising hindered them from accessing listings for shows. She inquired why the head of the Springfield marketing for the Convention and Visitors Bureau (CVB) of Springfield sits on Branson's DMC and how it's in the best interest of Branson's businesses. She commented the Tourism Community Enhancement District is suggesting the Branson Lakes Area Chamber get another Table Rock Lake Representative and lodging representative on the DMC and she said she would like to suggest the Board of Aldermen ask the Chamber of Commerce to add more show and theater representation. Ms. Merry reported the City currently pays the Branson Airport a fee for every person who deplanes at the airport and the money comes from the 4% tourism tax on theaters, attractions and lodging and half percent from restaurants. She added, there's nothing that guarantees these people will step foot inside the City limits of Branson and she believes the Chamber of Commerce's marketing plan should contain a strategy to get these people inside the City limits of Branson. She said currently we create an opportunity fund to attract

meetings and conventions and in addition to that she believes \$500,000 out of the 4% tourism tax is provided to be used as needed for the Convention Center. She said she would like to see a marketing plan to make sure the meetings and conventions are being pushed to the lodging inside the City limits of Branson.

Mayor Best asked for comments from the Board. No discussion. Mayor Best called for a vote on the Resolution. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Resolution No. 2016-R037 was adopted.

Mayor Best left the meeting at 9:21 p.m. Acting President Booth presided over the meeting.

**RESOLUTION NO.
2016-R038**

Authorizing a transfer of leasehold improvements including a theater and restaurant at the Old Branson Airport from Ozark Entertainment, Inc. to MTG Entertainment, Inc.

A Resolution authorizing a transfer of leasehold improvements including a theater and restaurant at the Old Branson Airport from Ozark Entertainment, Inc. to MTG Entertainment, Inc. was read by title by City Clerk Westfall and a staff report was presented by City Attorney Duston. Acting President Booth asked for a motion adopting the resolution. Alderman Todd moved to adopt, seconded by Alderman Hart. Acting President Booth asked for anyone in the audience wishing to speak regarding this matter.

Cody Fenton, 500 West Main Street, Branson, Missouri, with Schenewerk & Finkenbinder, Attorneys at Law, LLC representing MTG Marketing, stated if the transaction doesn't go through for whatever reason, this assignment would be null and void and there would be no reason to use it. He said the closing date is scheduled for December 30th.

Acting President Booth asked for comments from the Board. Discussion. Acting President Booth called for a vote on the Resolution. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Absent: Best. Motion carried. Resolution No. 2016-R038 was adopted.

Mayor Best returned to the meeting at 9:25 p.m.

BILL NO. 5097

Amending the adopted 2016 Budget for the City of Branson, to adjust monies for the Waterfall in the Debt Service Funds.

First Reading of Bill No. 5097, an ordinance amending the adopted 2016 Budget for the City of Branson, to adjust monies for the Waterfall in the Debt Service Funds was read by title by City Clerk Westfall and a staff report was presented by Jamie Rouch. Mayor Best asked for a motion approving Bill No. 5097. Alderman Booth moved to approve, seconded by Alderman Seay. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. Discussion. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried.

BILL NO. 5098

Amending the adopted 2016 Budget for the City of Branson, to adjust monies for an additional payment in the Debt Service Fund for the mandatory redemption.

First Reading of Bill No. 5098, an ordinance amending the adopted 2016 Budget for the City of Branson, to adjust monies for an additional payment in the Debt Service Fund for the mandatory redemption was read by title by City Clerk Westfall and a staff report was presented by Jamie Rouch. Mayor Best asked for a motion approving Bill No. 5098. Alderman Booth moved to approve, seconded by Alderman Castillon. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. No discussion. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried.

BILL NO. 5099

Amending Chapter 50 of the Branson Municipal Code pertaining to Fair Housing.

First Reading of Bill No. 5099, an ordinance amending Chapter 50 of the Branson Municipal Code pertaining to Fair Housing was read by title by City Clerk Westfall and a staff report was presented by Jamie Rouch. Mayor Best asked for a motion approving Bill No. 5099. Alderman Booth moved to approve, seconded by Alderman Todd. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. No discussion. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried.

BILL NO. 5100

Accepting the proposal of Affinity Chemical, LLC for the purchase of operational chemicals used in the City's wastewater treatment processes.

First Reading of Bill No. 5100, an ordinance accepting the proposal of Affinity Chemical, LLC for the purchase of operational chemicals used in the City's wastewater treatment processes and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall and a staff report was presented by Mike Ray. Mayor Best asked for a motion approving Bill No. 5100. Alderman Todd moved to approve, seconded by Alderman Castillon. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. No discussion. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried.

BILL NO. 5101

Approving an Intergovernmental Agreement between the City of Branson and Taney County for the 2016 Byrne (JAG) Grant.

First Reading of Bill No. 5101, an ordinance approving an Intergovernmental Agreement between the City of Branson and Taney County for the 2016 Byrne (JAG) Grant and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall and a staff report was presented by Stan Dobbins. Mayor Best asked for a motion approving Bill No. 5101. Alderman Todd moved to approve, seconded by Alderman Booth. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. Discussion. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried.

BILL NO. 5102

Approving the renewal of a contract with Mercy Occupational Health for annual Firefighter physicals and immunizations.

First Reading of Bill No. 5102, an ordinance approving the renewal of a contract with Mercy Occupational Health for annual Firefighter physicals and immunizations and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall and a staff report was presented by Ted Martin. Mayor Best asked for a motion approving Bill No. 5102. Alderman Booth moved to approve,

seconded by Alderman Hart. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. No discussion. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried.

BILL NO. 5096
SUBSTITUTED

Approving a Memorandum of Understanding with American Gondola, Inc.

First Reading of Bill No. 5096, an ordinance approving a Memorandum of Understanding with American Gondola, Inc. and authorizing the Mayor to execute the contract was read by title by City Clerk Westfall. She stated this bill was postponed on its First Reading during the December 8, 2016, Special meeting. Due to changes made to the item, a substitute bill has been drafted. This will be introduced as our next item. Mayor Best asked for a motion that Bill Number 5103 be considered as a substitute bill and replacement for Bill Number 5096 and that Bill Number 5096 be removed from the agenda. Alderman Booth so moved, seconded by Alderman Castillon. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. No discussion. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. City Clerk Westfall stated the record will reflect that Bill Number 5096 has been replaced with Substitute Bill Number 5103.

SUBSTITUTE BILL NO. 5103
Ord. No. 2016-0203

Approving a Memorandum of Understanding with American Gondola, Inc.

First Reading of Substitute Bill No. 5103, an ordinance approving a Memorandum of Understanding with American Gondola, Inc. and authorizing the Mayor to execute the document was read by title by City Clerk Westfall and a staff report was presented by David Miller. Mayor Best asked for a motion approving Substitute Bill No. 5103. Alderman Castillon so moved, seconded by Alderman Seay. Mayor Best asked for anyone in the audience wishing to speak regarding this matter.

Jeff Green, President of American Gondola, 4558 Osage Beach Parkway, Osage Beach, Missouri. Thanked the Board for the opportunity to speak this evening and he wished everybody a Merry Christmas. He said there has been quite a bit of discussion on this item and he mentioned he'd answer any questions as there were a couple of City Council members who were not at the meeting last week. Mr. Green addressed the Board's concerns regarding American Gondola putting up a performance bond that would be sufficient enough to dismantle the entire project if need be. Mr. Green asked for clarification on Alderman Booth's comment regarding moving forward. Mr. Green said he's not going to make the representation before doing the Memorandum of Understanding, but would before going through Planning and Zoning to get approval. He mentioned his company has already discussed this with its financial representatives and it is part of their plan.

Mayor Best asked for comments from the Board. Discussion. Voting aye: Booth, Hart, Seay, Castillon and Simmons. Nays: Todd. Motion carried. Alderman Seay moved to read Substitute Bill No. 5103 for its final reading due to language change requested by the Board, seconded by Alderman Booth. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. Discussion. Voting aye: Booth, Hart, Seay, Castillon and Simmons. Nays: Todd. Motion carried. Final Reading of Substitute Bill No. 5103, an ordinance approving a Memorandum of Understanding with American Gondola, Inc. and authorizing the Mayor to execute the document was read by title by City Clerk Westfall. Mayor Best asked for a motion approving Substitute Bill No. 5103. Alderman Castillon so moved, seconded by Alderman Seay. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. No discussion. Voting aye: Booth, Hart, Seay, Castillon and Simmons. Nays: Todd. Motion carried.

Extension of Ordinance No. 2016-0183 relating to the severance, amendment and restatement of the Master Lease between the City of Branson and HCW Development Company, LLC.

Extension of Ordinance No. 2016-0183 relating to the severance, amendment and restatement of the Master Lease between the City of Branson and HCW Development Company, LLC was read by title by City Clerk Westfall and she provided a staff report. Mayor Best asked for a motion extending the execution of the documents relating to Ordinance No. 2016-0183 to a date no later than March 14, 2017. Alderman Simmons so moved, seconded by Alderman Hart. Mayor Best asked for anyone in the audience wishing to speak regarding this matter.

Rick Huffman with HCW, explained there are several documents that were part of the lease and one of them was with Empire Electric. He added, Empire Electric owns part of the ground and they have a 50-year lease with the City and Mr. Huffman said he has a 100-year lease with the City. He commented some things needed to be fixed inside the Empire lease and Empire approved the language. He explained Empire Electric has to sign their lease first because they're leasing to the City and the City can't sign its lease until Empire Electric signs their lease. He said what happened was Empire Electric said it needed to check with FERC before it could sign the lease. He mentioned Empire Electric and their attorneys informed him today they may or may not need FERC and would let him know next week. Mr. Huffman stated he spoke to Administrator Malinen and they agreed on 90 days. He addressed Alderman Simmons questions regarding earthquake insurance and said Branson's earthquake zone's maximum coverage his business could obtain is \$5 million. He stated they previously had \$10 million, but upon renewal the maximum was \$5 million. He commented his insurance company is a very large, worldwide company and the maximum they offer for earthquake coverage in this zone is \$5 million and he hopes they won't need it.

Mayor Best asked for comments from the Board. No discussion. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried.

Extension of Ordinance No. 2016-0184 relating to a First Amendment to Ground Lease Agreement between the City and the Empire District Electric Company.

Extension of Ordinance No. 2016-0184 relating to a First Amendment to Ground Lease Agreement between the City and the Empire District Electric Company was read by title by City Clerk Westfall and she provided a staff report. Mayor Best asked for a motion extending the execution of the documents relating to Ordinance No. 2016-0184 to a date no later than March 14, 2017. Alderman Seay so moved, seconded by Alderman Castillon. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. No discussion. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried.

Extension of Ordinance No. 2016-0185 relating to an Estoppel and Agreement among the City of Branson, HCW Development Company, LLC, HCW Private Development Company, LLC and Cantor Commercial Real Estate Lending, L.P.

Extension of Ordinance No. 2016-0185 relating to an Estoppel and Agreement among the City of Branson, HCW Development Company, LLC, HCW Private Development Company, LLC and Cantor Commercial Real Estate Lending, L.P. was read by title by City Clerk Westfall and she provided a staff report. Mayor Best asked for a motion extending the execution of the documents relating to Ordinance No. 2016-0185 to a date no later than March 14, 2017. Alderman Seay so moved, seconded by Alderman Hart. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. No discussion. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried.

Extension of Bill No. 5092 relating to six separate severed, amended and restated Branson Landing Leases.

Extension of Bill No. 5092 relating to six separate severed, amended and restated Branson Landing Leases was read by title by City Clerk Westfall and she provided a staff report. Mayor Best asked for a motion extending the execution of the documents relating to Bill No. 5092 to a date no later than March 14, 2017. Alderman Castillon so moved, seconded by Alderman Hart. Mayor Best asked for anyone in the audience wishing to speak regarding this matter. Hearing none, Mayor Best asked for comments from the Board. No discussion. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried.

APPOINTMENTS

Mayor Best stated this appointment process is in accordance with the Board and Committee Appointments Procedure. Mayor Best stated we will begin with appointments to the Tri-Lakes Biosolids Coalition.

Category 5:

Mike Ray, Appointment to the Tri-Lakes Biosolids Coalition with a term expiring December 2017.

Loretta Bishop, Appointment as an alternate on the Tri-Lakes Biosolids Coalition with a term expiring December 2017.

Mayor Best asked for a motion approving the appointments to the Tri-Lakes Biosolids Coalition. Alderman Seay so moved, seconded by Alderman Hart. Mayor Best asked for comments from the Board. No discussion. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried.

Mayor Best stated the next appointment is for the Branson Commerce Park CID Board.

Category 5:

Timothy Jury, Branson Commerce Park CID replacing Greg Storm with a term expiring January 2020.

Mayor Best asked for a motion approving the appointment to the Branson Commerce Park CID Board. Alderman Seay so moved, seconded by Alderman Castillon. Mayor Best asked for comments from the Board. No discussion. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried.

MAYOR/ALDERMEN/ADMINISTRATOR'S REPORTS

Alderman Booth inquired if the people selling merchandise in the streets during the Adoration Parade were licensed and allowed to do so. Finance Director Rouch said the parade is done under the Downtown Branson Betterment Association (DBBA) which is a non-profit organization and she believes the City's code states since the association takes care of this, vendors do not have to be licensed. Mayor Best stated she believed it was the Chamber of Commerce and Convention and Visitors Bureau and she asked Jeff Seifried, President and CEO of the Chamber of Commerce if this was correct. Mr. Seifried said he was aware of this and his committee discussed in the past that they did not wish to have any vendors going up and down the streets. He said his organization thinks he knows who they are and the committee will meet in the next 30 days to address this issue and figure out how they want to handle it. He clarified the vendors were not part of the parade and Alderman Hart said she noticed the vendors were wearing a

Chamber of Commerce ID badge and asked if the Chamber of Commerce had provided them or if they were fake. Mr. Seifried stated it was a surprise to him and the team that planned the event. Alderman Castillon asked if this issue could be addressed if it happens again as it was dangerous for the people in the parade to have these vendors running down the streets. He mentioned he and a police officer attempted to catch up with the vendors but they disappeared. Mr. Seifried commented to his knowledge, the Chamber of Commerce didn't have any authority to issue any type of permit or badge to allow people to sell anything. Alderman Booth inquired if the Chamber of Commerce had anyone selling anything and Mr. Seifried said not to his knowledge. Alderman Booth reported on the M. Graham Clark Downtown Airport Board meeting he attended and reported November was the best month since 2009 financially. He mentioned the Airport's tie down fees and fuel sales were up which is positive and the City's representation at the Airport is continuing. He stated there are a lot of things happening and feels the Airport is doing a good job. Alderman Booth mentioned he attended the Taney County Partnership Executive meeting in which several topics were discussed. He reported they had the opportunity to hear from the Director of the Partnership, Jonas Arjes and there will be a meeting next Tuesday in Rockaway Beach. He commented the Partnership moves its meetings around every month to its different partners and mentioned every public entity he knows of in Taney County is represented in the Partnership which means a lot. He added, there's also several entities from the private industry that's part of the Partnership and he said he feels Mr. Arjes is doing a great job and he appreciates all he does.

Alderman Hart stated she's very proud of the City's Employee of the Month and feels this was her favorite part of the meeting this evening. She said she liked this story and is so proud that in this community people stop, look, listen, observe and help people. She said she travels a lot and is gone almost every weekend and she meets a lot of people who have been to Branson. She said she is very proud of the City of Branson.

Alderman Todd mentioned receiving calls a few weeks ago regarding the fire in Pigeon Forge and Gatlinburg, Tennessee areas. He said from a crisis standpoint, his company had to roll out its crews to see what they could do. He showed a picture of a new hotel his company just built and he pointed out the fire came within a hundred feet of the property. He mentioned hundreds of buildings, businesses and homes burned down and his company had employees who lost their homes. He shared a story of a gentleman who not only lost his home, but also lost his wife and two daughters and felt the situation couldn't be sadder. He commented his company has been trying to raise money to help everyone it can, not just its employees. He said he's mentioning this because he wants to make sure Fire Chief Martin, Police Chief Stan Dobbins and all emergency staff investigate what these cities did right, what they did wrong, communication errors and getting people relocated. Alderman Todd commented these departments have the connections and he feels the time is right to benchmark these things so the City of Branson can learn what needs to be done pertaining to crisis management. He said Branson is not quite as bad as these cities regarding its location and the woods, but it is pretty close. He reported there were about 20 different fires going on at one time the Fire Department was trying to put out. He said they obviously have a lot of recovery to go through and they need our prayers, but he wanted to make sure the City learns from this and how to handle things better or differently.

Alderman Castillon mentioned attending the Lodging Association Christmas Party and he felt it was a great party.

Alderman's Simmons said he missed the last Advisory Park Board meeting due to attending the National League of Cities Conference and mentioned the Budget and Finance Committee didn't meet due to a lack of a quorum.

Administrator Malinen mentioned attending a reception in honor of Tom Head of the Utilities Department who has worked for the City for 25 years and feels he's a good example of the long-tenured employees who work for the City. He reminded everyone there is a Special Study Session meeting at 3:00 p.m. tomorrow in which there will be an update on the Highway 76 Project. He announced the City of

Branson Employee Christmas Party is Friday at 5:30 p.m. and will include an Employee of the Year presentation. Administrator Malinen mentioned Fire Chief Martin will be going to Pennsylvania to inspect the nearly completed fire engine and he's looking forward to hearing Fire Chief Martin's report on this. He mentioned there will be a Benefit the Badge Tournament in March at the Branson Convention Center in support of National Law Enforcement Recognition Week. He commented the City appreciates the opportunity to work with the Fogles and their family foundation and our Police Department to put these kinds of events on. He mentioned Bryan Miller and Chena Simmons of the Police Department helped coordinate the 14th Annual Shop with a Hero events. He said the events give underprivileged youth the opportunity to have a better Christmas and the first event served about 75 youth and the second event served about 71 youth. He thanked all the heroes who participated in the event such as the Police Department, Fire Department, Taney County Sheriff's Department, Highway Patrol, Taney County Ambulance District, Western Taney County Fire District and Veterans. Administrator Malinen mentioned candidate filing for the election began today and there was a Community Improvement District (CID) meeting last Thursday. He added, the CID is hoping to get a Cooperative Agreement at the next meeting in January. Administrator Malinen reminded everyone there will be a pinning ceremony for new police officers on December 19th and he invited everyone to attend to help welcome them.

Mayor Best commented the Shop with a Hero event and the celebration for 25 years of employment for Tom Head of the Utilities Department were amazing events. She mentioned attending the ribbon cutting ceremony at Suddenlink and reported they now have faster internet. She explained Suddenlink customers can unplug their modems for three minutes and when they plug it back in it will be twice as fast. Mayor Best thanked the Fire Department and Police Department for how they handled the recent fire at Welk Resort and felt they did an amazing job. She said her heart sank when she received the call about the fire just days after the Gatlinburg, Tennessee fire. She commented she was proud when she arrived on scene and saw how the fire had been contained and put out and she thanked Alderman Seay and Alderman Todd for coming and showing support for the firefighters. She added, they were very tired and did a great job and she thanked Krispy Kreme Donuts, McDonald's and Welk Resort for providing food for the firefighters. Mayor Best said she felt the Chamber of Commerce did a great job with the Adoration Parade and she mentioned there were 28 bands in the parade and felt it was a real delight to see families and the community coming together for such a great event. She thanked Jeff Seifried of the Chamber of Commerce and Jonas Arjes of the Taney County Partnership for the Freshman Tour for the Freshman Legislators that were in town and she felt it was a great event and was nice to have them in town. She stated she attended the Resurrection Fighting Alliance Mixed Martial Arts (MMA) fight at the Branson Convention Center. She reported the event was sold-out and was broadcast around the world on AXS TV. She said it was wonderful to turn on the television and see the beautiful camera shots of Highway 76, Chateau on the Lake and the Branson Landing. She said she thought everything showed up very well on television and she couldn't be prouder to have this event at the Branson Convention Center. She reported there were three fighters from Branson and all of the local kids did very well and she is very proud of them.

EXECUTIVE SESSION

Mayor Best asked for a motion to go into closed executive session. Alderman Seay moved to go into closed executive session pursuant to 610.021.1 RSMo for Litigation and 610.021.3 RSMo for Personnel, seconded by Alderman Castillon. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried.

ADJOURN

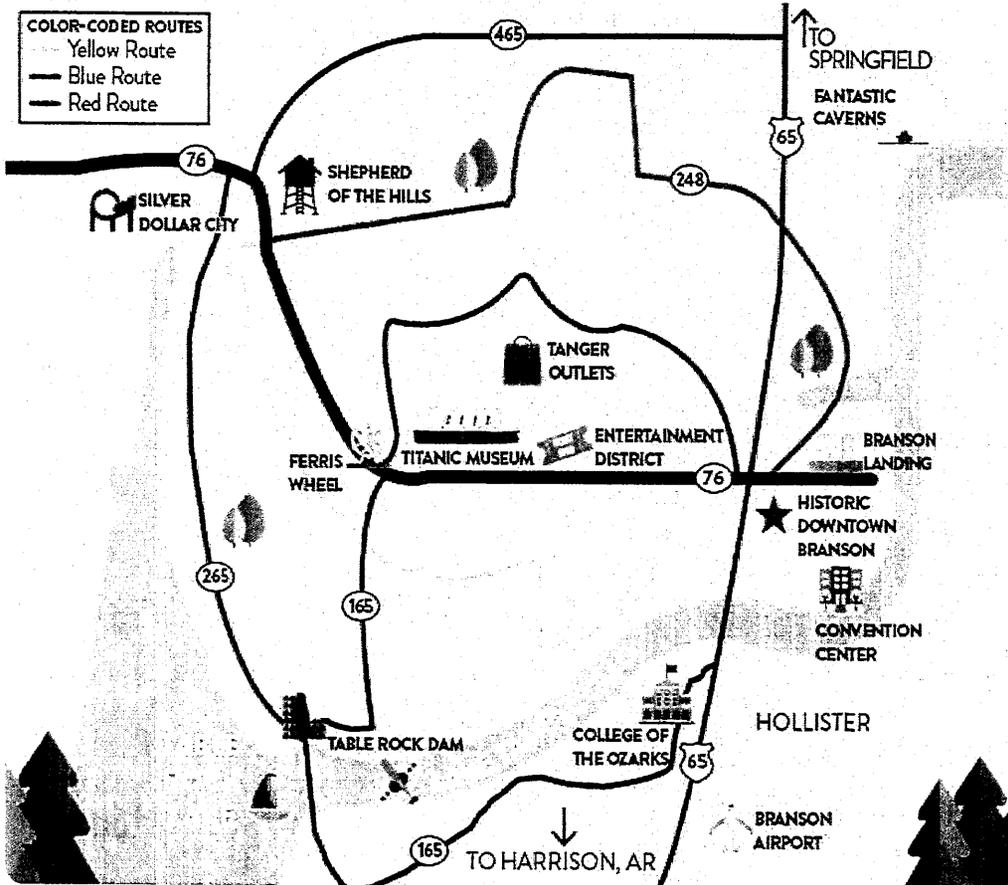
Mayor Best asked for a motion to adjourn. Alderman Booth moved to adjourn, seconded by Alderman Hart. Voting aye: Booth, Hart, Todd, Seay, Castillon and Simmons. Nays: none. Motion carried. Meeting adjourned at 10:16 p.m.

Karen Best
Mayor

Lisa K. Westfall
City Clerk

Handout Submitted by Cindy Merry for Item Number 10

Item #10
Cindy Merry
Speaker



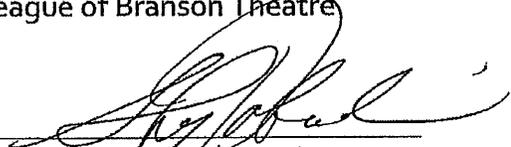
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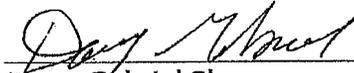
Handout Submitted by Tate Womack for Item Number 18

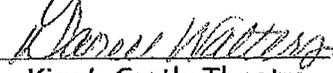
Tate Womack - Item 18 Handout

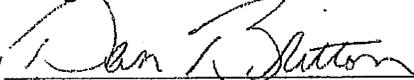
We agree that the shows and theaters are vital to ensure the economic viability of the City of Branson's tourism industry. Our tourism tax dollars, designated for marketing, should be used to acquire customers that want to see shows inside the city limits of Branson. To meet this end, the City of Branson should create an independent Blue Ribbon Task Force focused on Shows and Theaters as requested by the League of Branson Theatre Owners and Show Producers.

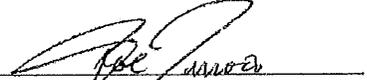

Pierce Arrow Theatre


Shoji Tabuchi Theatre


Doug Gabriel Show


King's Castle Theatre

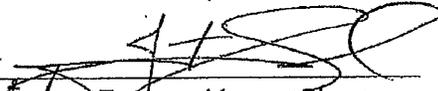

Pierce Arrow Show

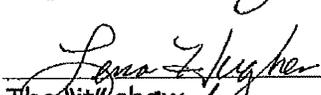

Magnificent 7 Show

(See topline)
Shoji Tabuchi Show

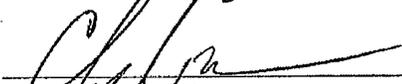
Red, Hot...& Blue

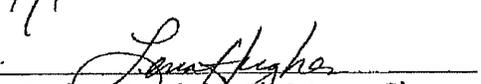

Hughes Brothers Theatre


Forever Young Show


The "it" show


Clay Cooper's Country Express


Clay Cooper Theatre

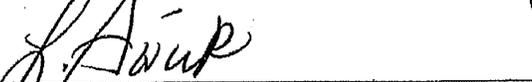

Hughes Brothers Christmas Show

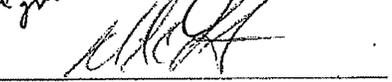

Grand Country Music Hall


Buck Trent Country Music Show

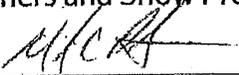

Baldknobbers Theatre


Not a Band Business of the Pioneers Show

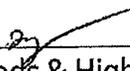

Acrobats of China/New Shanghai Circus

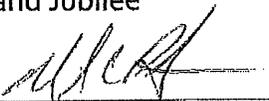

Down Home Country Show

We agree that the shows and theaters are vital to ensure the economic viability of the City of Branson's tourism industry. Our tourism tax dollars, designated for marketing, should be used to acquire customers that want to see shows inside the city limits of Branson. To meet this end, the City of Branson should create an independent Blue Ribbon Task Force focused on Shows and Theaters as requested by the League of Branson Theatre Owners and Show Producers.

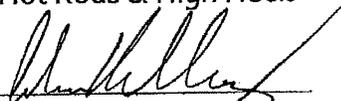


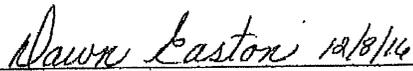
Grand Jubilee

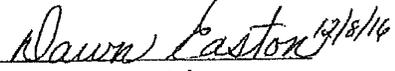

Hot Rods & High Heels



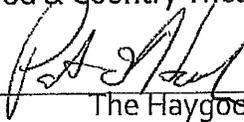
Branson Country USA LIVE Late Show


Amazing Pets

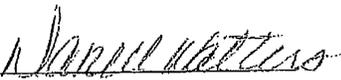

The La Bamba Show

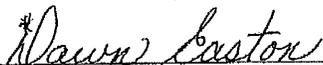

God & Country Theatres

Mansion Entertainment Concert Series


The Haygoods

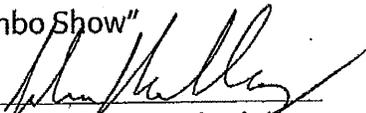

Hamners' Variety Theatre

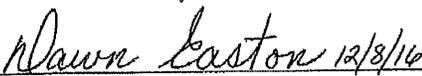

Spirit of the Dance


Thank You For The Music:
A Modern Tribute to Abba

Wade Benson Landry presents
"The Gumbo Show"


Hamner's Unbelievable Variety Show


Sunday Gospel Jubilee


50 Years of Kenny Rogers

Absolutely Country, Definitely Gospel


A Tribute to Marty Robbins

All Hands On Deck! Show

We agree that the shows and theaters are vital to ensure the economic viability of the City of Branson's tourism industry. Our tourism tax dollars, designated for marketing, should be used to acquire customers that want to see shows inside the city limits of Branson. To meet this end, the City of Branson should create an independent Blue Ribbon Task Force focused on Shows and Theaters as requested by the League of Branson Theatre Owners and Show Producers.

Dawn D. Easton 12/8/14
Alabama Tribute: Rolls On Always Prime Country

Beach Boys California Dreamin' Bee Gees and Beyond

Dawn Easton 12/8/14
Best of Neil Sedaka, The Carpenters, Billy Joel – Elton John Tribute
Captain & Tennille

Warren Walters *Warren Walters*
Broadway's Greatest Hits Christmas Wonderland

Warren Walters *Warren Walters*
Comedy Jamboree Dublin's Irish Tenors & the Celtic Ladies

Warren Walters
Oak Ridge Boys Puttin' On The Ritz

Warren Walters *Warren Walters*
New South Gospel Jerry Presley Elvis Live! Concerts

Warren Walters
OH Happy Day! White House Theatre

Warren Walters
New Jersey Nights Legend of Kung Fu – Return of the Dragon

We agree that the shows and theaters are vital to ensure the economic viability of the City of Branson's tourism industry. Our tourism tax dollars, designated for marketing, should be used to acquire customers that want to see shows inside the city limits of Branson. To meet this end, the City of Branson should create an independent Blue Ribbon Task Force focused on Shows and Theaters as requested by the League of Branson Theatre Owners and Show Producers.

Dawn Easton 12/8/16
Waylon, Willie, & The Good Ol' Boys Mickey Gilley Theatre

Dawn Easton 12/8/16
Golden Sound of the Platters 3 Dog Night Tribute

(on another page)
Patsy Cline & Friends George Dyer Show
Mick Gilley SR
#1 Hits of the 60's & 50's too! AYO starring Voices of Glory

Golden Corral Showroom The Mansion Entertainment Center

Statler Brothers Revisited Mickey Gilley Show

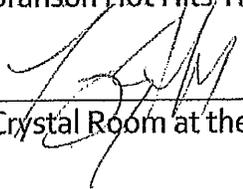
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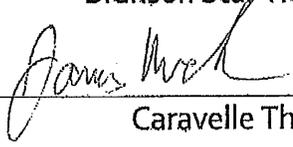
Blackwood Morning Variety Show

Jim Stafford Theatre

Branson Hot Hits Theatre

Branson Star Theatre


Crystal Room at the Lodge of the Ozarks


Caravelle Theatre

Billy Dean in Concert *

Magic & Comedy of Taylor Reed

Jim Stafford Show

Rock and Roll Revival

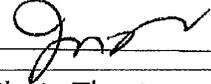
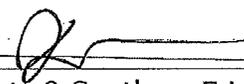
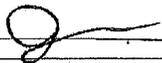
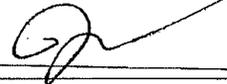
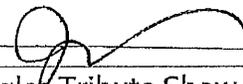
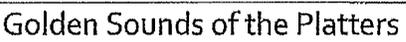
Carpenters Once More

Historic Owens Theatre

Americana Theatre

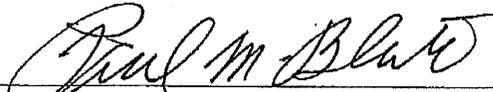
A Neil Diamond Tribute

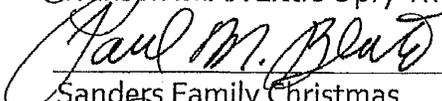
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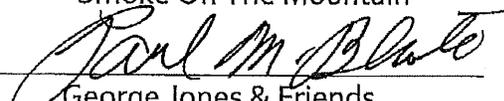
 George Dyer	 SIX
 Tribute Theatre	 Lynyrd Skynrd Tribute & Southern Friend Friends
 Branson Dream Theatre	 Creedence Clearwater Revival Tribute
 Eagles Tribute Show	 Golden Sounds of the Platters
 Dreams	

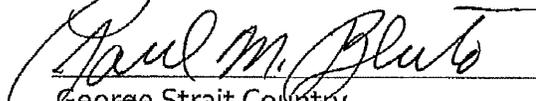
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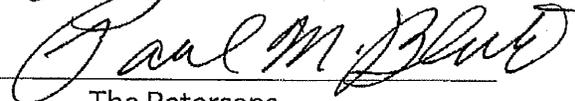

Branson IMAX Little Opry Theatre


Smoke On The Mountain

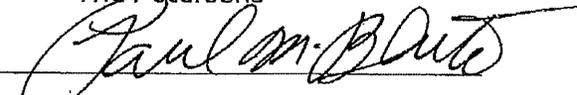

Sanders Family Christmas

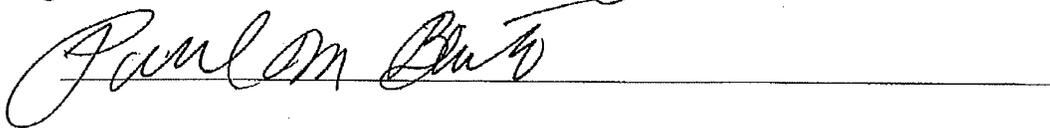

George Jones & Friends


George Strait Country


The Petersens


Branson IMAX Elite Theatre





Cindy Merry - Item 18 Handout

Business / Organization	Representative	Participation
Cox Medical Center Branson	William Mahoney	Branson Lakes Area C of C & CVB Board Chair
Cox Medical Center Branson	David Afshar	Central Bank of Branson Advisory Board
Cox Medical Center Branson	Taney County Partnerships	Taney County Economic Partnership
Cox Medical Center Branson	William Mahoney	Skaggs Foundation
Sight & Sound Theatres	Mike Pitman	Branson Lakes Area C of C & CVB (Incoming Chairman 2017)
Sight & Sound Theatres	Mike Pitman	DMC - District Marketing Council
Sight & Sound Theatres	Mike Pitman	Leisure Group - Tour & Travel Committee Chair (2017)
Sight & Sound Theatres	Mike Pitman	Christmas Coalition Steering Committee
Silver Dollar City / HFE	Brad Thomas	Branson Lakes Area C of C & CVB Board
Silver Dollar City / HFE	Janey Oller	DMC - District Marketing Council
Silver Dollar City / HFE	Michele Herzan	TCED - Tourism Community Enhancement District Board
Silver Dollar City / HFE	Rick Todd	Branson City Alderman
Silver Dollar City / HFE	Janet Oller	Christmas Coalition Steering Committee
Silver Dollar City / HFE	Rick Todd	Christmas Coalition Steering Committee
Silver Dollar City / HFE	Peter Herschend	Christmas Coalition Steering Committee
Silver Dollar City / HFE	Rick Todd	Cox Health Branson BOD
Silver Dollar City / HFE	Brad Thomas	Skaggs Foundation
Dixie Stampede	Ron Jett	Branson Lakes Area C of C & CVB Board
Dixie Stampede	Ron Jett	Central Bank of Branson Advisory Board
Dixie Stampede	Ron Jett	Christmas Coalition Steering Committee
Dixie Stampede	Ron Jett	Project Branson
Central Bank / Ozark Mtn Bank	Pam Druffel	Branson Lakes Area C of C & CVB Board
Central Bank / Ozark Mtn Bank	Karen Hall	TCED - Taney County Enhancement District Board
Central Bank / Ozark Mtn Bank	Mike Booth	Branson City Alderman
Central Bank / Ozark Mtn Bank	Mike Booth	Taney County Economic Partnership (2016 Grant)
Central Bank / Ozark Mtn Bank	Russ Hoeflicker	TCED - Financial Oversight Committee
Central Bank / Ozark Mtn Bank	Karen Hall	Skaggs Foundation
Branson School District	Dr Brad Swofford	Branson Lakes Area C of C & CVB
Branson School District	Brenda Romine	City of Branson Planning & Zoning
Branson School District	Doug Hayter - Retired Supt.	Central Bank of Branson Advisory Board
Branson School District	Doug Hayter - Retired Supt.	Cox Health Branson BOD

Handout Submitted by Cindy Merry for Item Number 18

White River Electric	Rod Romine	City - Budget & Finance Committee
White River Electric	Rod Romine	Christmas Coalition Steering Committee
White River Electric	Chris Harmon	Branson Lakes Area C of C & CVB Board
White River Electric	Rod Romine	Skaggs Foundation
The Harbor / Table Rock State Marina	Bob Cox	Branson Lakes Area C of C & CVB Board
The Harbor / Table Rock State Marina	Bob Cox	DMC - District Marketing Council Chairperson
The Harbor / Table Rock State Marina	Bob Cox	Cox Health BOD - Branson
Branson Airport / Fly Branson Travel	Jeff Bourk	Branson Lakes Area C of C & CVB Board - 2016
Branson Airport / Fly Branson Travel	Rachel Wood	Branson Lakes Area C of C & CVB Board - 2017
Branson Airport / Fly Branson Travel	Rachel Wood	DMC - District Marketing Council
Branson Airport / Fly Branson Travel	Rick Castillion	Branson City Alderman
Branson Airport / Fly Branson Travel	Rick Castillion	Branson Lakes Area C of C & CVB Board
Branson Airport / Fly Branson Travel		Taney County Economic Partnership
Branson Airport / Fly Branson Travel	Rachel Wood	TCED - Tourism Community Enhancement District Board 2017
Branson Airport / Fly Branson Travel	Rachel Wood	TCED - Financial Oversight Committee
Track Family Fun Parks	Julie Wilson	DMC - District Marketing Council
Track Family Fun Parks	Julie Wilson	Leisure Group - Student Marketing Chair 2016
Track Family Fun Parks	Craig Wescott	Central Bank Advisory Board
Track Family Fun Parks	Craig Wescott	Branson School District Board of Director
Track Family Fun Parks	Craig Wescott	Branson Lakes Area C of C & CVB Board 2017 (Past Board of Directors 2015)
Track Family Fun Parks	Larry Schmitt	TCED - Tourism Community Enhancement District - Resigned Fall of 2016
Track Family Fun Parks	Larry Schmitt	Cox Health Branson Board
Track Family Fun Parks		Project Branson
	Bob McDowell	Cox Health Branson Vice Chair
	Bob McDowell	Skaggs Foundation - Cox Medical Center Branson Chairman
	Ann McDowell	TCED - Tourism Community Enhancement District Chair - Term ended Fall 2016
Welk Group	Dathan Atchison	Branson Lakes Area C of C & CVB Board
Welk Group	Susan Smith	DMC - District Marketing Council
IMAX	Randy Brashears	Branson Lakes Area C of C & CVB (Past Board Chair)
IMAX	Randy Brashears	TCED - Taney County Enhancement District Board
BKD Accountants	Derek Smith	TCED - Tourism Community Enhancement District Board (Incoming Chair for 2017)

BKD Accountants	Derek Smith	Janey County Economic Partnership
BKD Accountants	Derek Smith	TGED Financial Oversight Committee Chair
Big Cedar Lodge/Bass Pro/Johnny Morris	Jamie Keys	Branson Lakes Area C of C & CVB Board
Big Cedar Lodge/Bass Pro/Johnny Morris		Janey County Economic Partnership
Big Cedar Lodge/Bass Pro/Johnny Morris	Kirk Elmquist	DMC - District Marketing Council
Skoglund Properties	Scott Skoglund	Branson Lakes Area C of C & CVB
Skoglund Properties	Scott Skoglund	Central Bank Advisory Board
Commercial 1 Brokers	Steve Critchfield	Janey County Economic Partnership
Commercial 1 Brokers	Steve Critchfield	Christmas Coalition Steering Committee
Commercial 1 Brokers	Steve Critchfield	Branson Lakes Area C of C & CVB Past Chair 2013
Starlite Theatre	Pam Critchfield	DMC - District Marketing Council
Starlite Theatre	Pam Critchfield	Branson Lakes Area C of C & CVB PR Chair
Starlite Theatre / PFI	Linda Merkling	DMC - District Marketing Council
Springfield CVB	Laura Whisler	DMC - District Marketing Council
Connell Insurance	Tim Connell	Branson Lakes Area C of C & CVB Board
Connell Insurance	Tim Connell	Janey County Economic Partnership
Empire Electric	Shawn Pingleton	Branson Lakes Area C of C & CVB
Empire Electric	Shawn Pingleton	Janey County Economic Partnership
Empire Electric	Shawn Pingleton	Christmas Coalition Steering Committee
Branson Lakes Area C of C & CVB	Jeff Seifried	Branson Lakes Area C of C & CVB President/CEO
Branson Lakes Area C of C & CVB	Jeff Seifried	Christmas Coalition Steering Committee
Branson Lakes Area C of C & CVB	Leah Chandler	Branson Lakes Area C of C & CVB CMO
Branson Lakes Area C of C & CVB	Leah Chandler	Christmas Coalition Steering Committee
Table Rock Asphalt	Bob Simmons	Branson City Alderman
Table Rock Asphalt	Bob Simmons	White River Electric BOD
Table Rock Asphalt	Bob Simmons	Skaggs Foundation
Keller Williams Realty	Karen Best	Branson Mayor
Keller Williams Realty	Dennis Wood	TGED - Tourism Community Enhancement District
Keller Williams Realty	Dennis Wood	Stone County Commissioner

Clarion Inn & Buckingham's Restaurant	Angie Smith	Branson Lakes Area C of C & CVB Board
Clarion Inn & Buckingham's Restaurant	Linda Sprague	Skaggs Foundation
Titanic	Mary Kellog	DMC - District Marketing Council
Retired	Dave Rawson	TCED - Tourism Community Enhancement District
Retired	Dave Rawson	TCED - Financial Oversight Committee
Combs Hospitality	Mike Combs	Branson Lakes Area C of C & CVB
Clay Cooper Theatre	Clay Cooper	Branson Lakes Area C of C & CVB - term expires in 2016
OTC Table Rock Campus	Cliff Davis	Branson Lakes Area C of C & CVB
Adventure Ziplines/Xtreme Racing	Jared Story	Branson Lakes Area C of C & CVB
Cantwell, Smith, & Trokey	Matthew Trokey	TCED - Tourism Community Enhancement District Legal Counsel
Cantwell, Smith, & Trokey		Branson Lakes Area C of C & CVB Legal Counsel
Cantwell, Smith, & Trokey		Table Rock Asphalt Legal Counsel
Cantwell, Smith, & Trokey		White River Electric Legal Counsel
Cantwell, Smith, & Trokey		Table Rock Lake Chamber Legal Counsel
Cantwell, Smith, & Trokey		Central Bank Legal Counsel
Cantwell, Smith, & Trokey	David Trokey	Skaggs Foundation

Handout Submitted by Michael London for Item Number 18

Item 18 - Michael London
Handouts

(6) (7)

MAYOR



Finally, would any of you consider please asking the CVB why they ignored the Branson Show League's request for marketing Christmas? ~~There was almost a half a million dollars in unallocated reserve funds available.~~ Seemingly, a decision was made to not worry about this year – and instead look at it sometime in the future. Could the CVB explain how that helped shows, attractions, hotels, and eateries this year?

And please ask the Branson Chamber and CEO to produce copies of the places and images used to market Christmas in 2015. According to what the Chamber CEO told you – there was more money spent on marketing Christmas in 2015 than ever before...so please dig a little deeper and ask him to produce the images, the placement, and prove it was actually spent on marketing Christmas – and not on the lakes, and go-karts – as we can prove many such "Christmas" did.

Obviously, all of these questions would not be necessary had the City instituted a Blue Ribbon Task Force to help advise them on these critical matters.

I request the aldermen ask these questions, all of them, or at least ask a lot of them, of the CVB tonight, as voting to give the money to the same group with no more oversight than in the past would be lacking in the area of taking basic steps in your charge of accepting fiduciary responsibility for the City of Branson.

Michael London

Alderman Booth, please ask the CVB:



- 1) Given our marketing pioneers thought that the communities marketing image should be totally different than the one used by Arkansas (avoiding what was known as the marketing effect), can anyone at the CVB honestly say that the ad on the back of the ANNUAL State of Missouri Vacation Guides (paid for with over \$10K in community money) doesn't look like an Arkansas ad and has NOTHING on it that differentiates Branson from our nearby surroundings? (While there is a photo of Silver Dollar City – those words do not appear on the ad – nor is the photo discernible by anyone but a local as being of SDC.) 9
- 2) I am sure Mr. Brookhart was stickler for having the correct information in all of the marketing materials. Would you ask the CVB why the 2015 dates for Veterans week and 2015 dates for "How to Find Santa" weren't updated to 2016 dates until far too late? (and even then probably only done because of the inquiries made by the Show League to this body)?
- 3) Why, in the Annual Vacation Guide, does the CVB prompt visitors to Branson to leave the area once they are here? Highlighting "Day Trips" featuring far away cities so prominently? Wouldn't we be better off keeping the money they spend during their while vacation in our community?

~~Alderman Hart, please ask the CVB.~~

- 1) What was the CVB thinking when in the advertising of New Year's Eve in Branson they highlight 3 businesses (out of 5 on New Year's Landing page on website) that are outside the City of Branson and the TCED tax zone? Follow up with how does that help our citizens and businesses?
- 2) Why is there no mention of shows AT ALL in the CVB website MAIN description of Ozark Mountain Christmas?
- 3) The map on exporebranson.com does not depict any shows or theaters. It does not even have an icon to represent theaters or shows at all. The map before this one listed scores of accommodations and attractions – but not a single theater.

If we are the "Live Music Show Capital of the World" – why would we have a map on our web site home page that shows other types of attractions but NO SHOWS or Theaters?

Michael London

Aldermen Seay, please ask the CVB:

- 1) if and why it is OK to lose about 1 million visitors in the 55+ age group? (4)

Before that is passed off as some "consumer changes driven change." You might also point out the ever increasing number of matures due to the retiring baby boomers (5)

- 2) So exactly how do you lose such a huge number of people when they are growing so fast AND they represent a key part of Branson visitation?

Would you also note that you, the City Council, were told in 2014, 2015, and 2016 that Branson would be marketed as a year-round destination.

- 3) Would you please ask Mr. Seifried, "What happened to the marketing of Ozark Mountain Christmas that he and his board have been aware of as a problem for at least 3 years now?"

Aldermen Simmons, thanks for your interest in looking into the "involvement" aspects of the CVB contractual obligations.

Last Thursday, you asked Jeff about community involvement and he proudly ran down all the steps and processes.

It may not have been noticed at the time, but he artfully dodged answering your question.... You asked of him "Do YOU think the Chamber is actually meeting their contract in the area of community involvement in planning and decision making? Instead, he did not say what he thought at all ... instead saying the matter had been voted on by others.

Among those voting was the DMC. This is the group that was downsized resulting in their getting far less "input time" and the group that limits "public comments" to 3 minutes – and meets ONLY every two months. Would you please ask him where the DMC as it existed in August of 2015 voted to change its make up to its current manifestation?

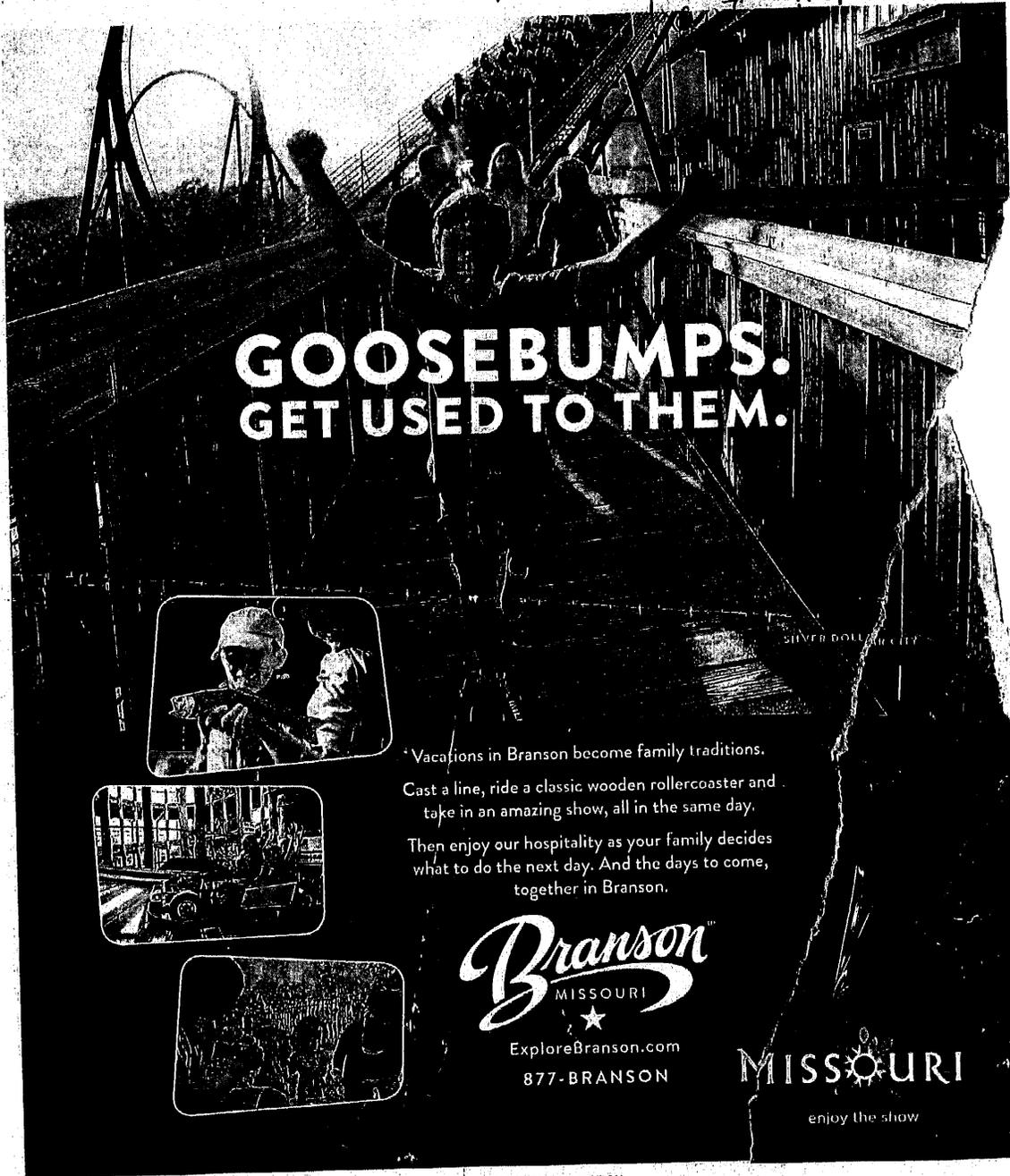
Would you please also ask him why the DMC minutes are often not posted until just before the next meeting – and sometimes AFTER – And, ask why an agenda is often not posted until just days before – giving very little time for someone to prepare for their 3 minutes of comments?

How could anyone think this body provides any measure of broad community involvement?

adventurous getaways  YOUR BEST JOURNEY

Diane Fisher - Item 18

SPECIAL ADVERTISING SECTION



**GOOSEBUMPS.
GET USED TO THEM.**

Vacations in Branson become family traditions. Cast a line, ride a classic wooden rollercoaster and take in an amazing show, all in the same day. Then enjoy our hospitality as your family decides what to do the next day. And the days to come, together in Branson.



Branson
MISSOURI
★
ExploreBranson.com
877-BRANSON

MISSOURI
enjoy the show

#24 ON THE VACATION FUN COUPON

win!  Get free information about these featured destinations at VacationFun.com/Go/Tour.

MINUTES

SPECIAL STUDY SESSION OF THE BOARD OF ALDERMEN
CITY OF BRANSON, MISSOURI
December 14, 2016

INTRODUCTORY

The Board of Aldermen of the City of Branson, Missouri met for a special study session in the Council Chambers of the Branson City Hall on December 14, 2016, at 3:00 p.m.

Mayor Best presiding, Rick Todd, Betsy Seay, Kirsten Hart, Rick Castillon, Bob Simmons and Mike Booth.

Also present from the City were: City Administrator Bill Malinen, City Clerk Lisa Westfall, City Attorney William Duston, Public Works Director and City Engineer David Miller, IT Director Chad Forster, Planning and Development Director Joel Hornickel, Division Fire Chief Charlie Huston, Utilities Director Mike Ray and Human Resources Director Jan Fischer.

AGENDA

Update on Historic Downtown Streetscape Project.

Update on Highway 76 Complete Street Project.

ADJOURN

Mayor Best asked for a motion to adjourn. Alderman Todd moved to adjourn, seconded by Alderman Castillon. Voting aye: Todd, Seay, Hart, Castillon, Simmons and Booth. Nays: none. Motion carried. Meeting adjourned at 4:52 p.m.

Karen Best
Mayor

Lisa K. Westfall
City Clerk

PLANNING AND ZONING COMMISSION

March 1, 2016
7:30 pm
Council Chambers

ROLL CALL

Commissioners Present: Commissioners Burney, L. Davis, R. Davis, Huddleston, Loyd, McDowell, Seay, Woolery, Vice-Chairperson Romine, and Chairperson Harris

Commissioners Absent: None

Staff Present: William Duston City Attorney
Joel Hornickel Director of Planning and Development
Tara Norback Planning Assistant
Kim Varner Planning Assistant
Kendall Powell Utilities Plans Examiner
Randy Fogle Division Chief/Technical Services
Matt Filice Assistant City Engineer
Lt. Michael Hoag Operations Commander

1. Approve Agenda.

Recommended Action: Approve the format of the March 1, 2016 agenda.

MOTION:

Motion by Vice-Chairperson Romine and seconded by Commissioner. R. Davis, and unanimously carried to approve the March 1, 2016 agenda.

PUBLIC COMMENTS

REGULAR AGENDA ITEMS

2. Approve Minutes.

Recommended Action: A) Approve the minutes of the February 2, 2016 regular meeting
B) Approve the minutes of the February 2, 2016 study session meeting

MOTION:

Motion by Commissioner R. Davis and seconded by Vice-Chairperson Romine, and unanimously carried to approve the minutes of the February 2, 2016, Planning and Zoning Commission study session and regular meeting as presented.

OLD BUSINESS

PUBLIC HEARING AGENDA ITEMS

- 3. Request for a Special Use Permit to Allow Moped Rental within the Properties Located at 105 and 107 South Business 65, Branson, Missouri.**
Project No. 16-1.1 (16-00100001)
Applicant: Fun Time Adventure Rentals

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

Chairperson Harris asked if a left turn were allowed out of the parking lot if it would take them into the intersection of Main Street and Business 65.

Mr. Hornickel stated he was correct. He stated the applicant had attended an Open for Business meeting, which included a Missouri Department of Transportation representative. He stated their conversations included the intersection and the typical traffic congestion. He stated the staff felt it would be best for the safety of any renter to avoid the intersection and simply turn right out of the property.

Chairperson Harris stated he had noticed many people turning right on red from Main Street onto Business 65 that had hardly stopped or slowed down when doing so.

Commissioner Loyd asked if it mattered if the customers went through the adjacent alley and then circled back through the neighborhood to access Main Street.

Mr. Hornickel stated the preferred route should be for them to circle through the Downtown or via Branson Landing Boulevard. He stated staff did not have an issue with the use of the alley. He stated the applicant shared the concern and concern with Main Street's incline for westbound traffic.

Vice-Chairperson Romine asked if there was a parking concern for the property as not all renters would walk to the business.

Mr. Hornickel stated parking was currently limited and even more so because it was not delineated. He stated these were the reasons for staff's recommendation to delineate the parking spaces.

Vice-Chairperson Romine asked if the amount of parking spaces would be enough.

Mr. Hornickel stated the applicant believed their proximity to the downtown, which included a free trolley system and several parking areas, would meet the needs of their patrons.

Commissioner R. Davis asked how many parking spaces were expected and when the striping would be done.

Mr. Hornickel stated they had not yet striped the parking spaces.

Commissioner Burney asked if speed would be regulated on the mopeds.

Mr. Hornickel stated the applicant would be able to better answer the question. He stated the applicant had reached out to the Branson Police Department earlier and a representative of the Police Department was available for any specific questions.

Chairperson Harris asked if the applicant or their representative was present.

Mr. Aaron Eskew approached and stated he was the owner of the business.

Chairperson Harris asked Mr. Eskew to further explain the vehicles.

Mr. Eskew stated they were all fifty cc mopeds, and would slow down going uphill. He stated they would recommend to their patrons to avoid West Main Street and turn right for safety. He stated the long hill on Main Street would also slow them down to about twenty miles per hour. He stated the mopeds would typically go approximately thirty-five to forty miles per hour.

Commissioner R. Davis asked what their safety record had been while in business in Hollister.

Mr. Eskew stated they had no accidents. He stated they put flags on the back of the mopeds to help with visibility since they sit low to the ground.

Chairperson Harris asked if they had a safety seminar for the renters, and if it involved a video or speaking directly with the renters.

Mr. Eskew stated they did not use a video, but their insurance company strongly recommended them to provide a training course. He stated if any individual is uncomfortable riding a moped, they pull them out and highly recommend a trike instead.

Commissioner Burney asked if they would ride around the building to test out a moped.

Mr. Eskew stated they put out cones and renters ride around the parking lot for a test ride.

Commissioner Burney stated she liked the location and it would hopefully draw people in. She stated she liked the idea of the map to highlight some areas of interest in Branson and areas to avoid for safety and to prevent neighborhood traffic.

Commissioner R. Davis asked about the training in the parking lot and how much parking they expected to have. He asked how they would avoid congestion and conflicts.

Mr. Eskew stated they recommended customers park elsewhere to avoid congestion at their previous location. He stated they had little issue at their previous location and would again recommend their customers park elsewhere.

Chairperson Harris asked if anyone had any other questions for Mr. Eskew; there was no response. He then asked if anyone else was present who wished to speak in regards to the item; there was no response.

Commissioner R. Davis asked if a Police Department representative was available to speak.

Lieutenant Michael Hoag approached and stated he was the Operations Commander for the Branson Police Department as could answer any questions.

Commissioner R. Davis stated Aldermen Todd had previously brought up moped issues from other towns. He stated Branson wanted to promote fun activities that were safe. He stated Aldermen Todd expressed concern for this type of activity due to how Police Departments in other cities had struggled to make sure these types of activities were compatible with vehicular traffic and safety. He stated Aldermen Todd provided specific examples from municipalities in Florida where there had been conflicts between the two forms of transportation. He asked for his thoughts regarding how to police that type of operation and if there were other things the Commission should consider.

Lieutenant Hoag stated there was nothing to prevent mopeds from being on the roadway as long as they followed certain stipulations. He stated the flag on the back was not required, but was a great idea. He stated all occupants of the vehicles were required to have a valid driver's license and have it on them. He stated they would be required to wear a helmet inside the city limits of Branson even though the state statutes do not require it. He stated he agreed with the no left turn out of the property since the riders would be low to the ground and could cause issues. He stated those were all of the Police Department's concerns.

Chairperson Harris asked if there was a speed limit for mopeds.

Lieutenant Hoag stated they were required to follow all State and Municipal traffic laws like any other vehicle on the roadway.

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

Commissioner Loyd stated since they had been in business for a year with a good safety record it may have put the Commission at an advantage to help make their decision.

Lieutenant Hoag stated he agreed and the only incident he could recall was a lady who fell off a moped when exiting the parking lot of Cakes and Creams. He stated they responded and someone came to pick up the vehicle.

Mr. Eskew stated he did not recall the incident.

Lieutenant Hoag stated he had just spoken with the Sargent that responded, but it may have been a coincidence that had nothing to do with a rental. He stated he did not know of any accidents.

Commissioner R. Davis asked Mr. Eskew if the vehicles were intended to be ridden only on city streets, and not sidewalks or trails.

Mr. Eskew stated he was correct and the mopeds would not be allowed on any highway. He stated they made all those stipulations clear to renters. He stated each renter has to leave with a helmet, and they strongly suggest to wear the helmet at all times from an insurance perspective. He stated they would not be allowed on any of the main highways, including US Highway 65.

Chairperson Harris asked if they would be allowed to ride on State Highway 248.

Mr. Eskew stated he knew some renters have been on State Highway 248. He stated they try their best to regulate the routes and hoped renters listen to their suggestions.

Chairperson Harris reiterated Commissioner Burney's earlier comment for a map to be provided to show areas of interest to attract people towards the preferred routes.

Mr. Eskew stated they could go on any highway unless a minimum speed was posted which was faster than the vehicle would allow.

Commissioner R. Davis asked how long someone could rent a moped.

Mr. Eskew stated the most popular had been two hours so it would also be the suggested timeframe. He stated they would not rent longer than four hours as they thought the liability greatly increased the longer the rental.

Commissioner McDowell asked if insurance would be included with the rental, or if they would be checking whether customers had insurance.

Mr. Eskew stated they had insurance on the vehicles and customer could purchase additional insurance for twenty-eight dollars.

Commissioner McDowell stated he was more concerned if someone got in an accident with a mopeds, if the insurance would cover the damage to the other vehicle.

Mr. Eskew stated they had insurance for that instance. He stated they strongly suggest the additional insurance because any renter that wrecked a moped and paid with a major credit card would be required to pay the cost to fix the moped.

Chairperson Harris asked if any of the Commissioners had any questions for the applicant; there was no response. He then asked if anyone else was present who wished to speak in regards to the item; there was no response. He asked if there were any other questions or comments related to the item; there was no response. He entertained a motion.

MOTION:

Motion by Commissioner Loyd and seconded by Commissioner Woolery to approve Resolution 16-1.1.

AYES: Commissioners Burney, L. Davis, R. Davis, Huddleston, Loyd, McDowell, Seay, Woolery, Vice-Chairperson Romine, and Chairperson Harris
NOES: None
ABSTAIN: None
ABSENT: None

Motion to approve Resolution 16-1.1 carried with a 10-0 vote.

- 4. Request for C Commercial District Zoning for the Property Located at 1192 Bird Road, Branson, Missouri.**
Project No. 16-2.1 (16-00200001)
Applicant: Skaggs Community Hospital Association

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

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

Commissioner McDowell asked if staff received any comments from the neighbors.

Mr. Hornickel stated one resident from the Stillwood Subdivision contacted staff with concerns regarding the proposed hours of operation and vehicle lights being shined in their homes at all hours. He stated staff let the woman know there would be a public hearing as part of their request to have a daycare in which her concerns would be best to be raised at that time.

Commissioner Loyd recused himself from the discussion due to a conflict.

Chairperson Harris stated he initially had concerns with commercial zoning next to a residential zoning, but he understood any daycare facility with more than twenty children was required to be commercially zoned. He stated the existing metal building had been a church. He asked if the request for commercial zoning instead of R-2 zoning was due to the amount of children proposed for the daycare center.

Mr. Hornickel stated it was.

Commissioner Seay asked why the property to the south of the subject property was unzoned.

Mr. Hornickel stated staff had been unable to agree on a zoning with the current owner.

Chairperson Harris asked if there was a stop sign within the area of the property.

Mr. Hornickel stated there was not.

Commissioner L. Davis asked if buffering requirements would be part of the special use permit, or if the proposed zoning would automatically trigger the requirement.

Mr. Hornickel stated the municipal code only requires buffering at the time of development. He stated since the property had already been developed, the buffering requirements would not be required as part of the current request. He stated the anticipated special use permit request would give the Commission the ability to add conditions such as buffering as part of their approval to prevent any negative effects on the neighboring properties.

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

Mr. Terry Green approached and stated he represented the applicant as the Director of Engineering for Cox Branson. He stated the proposed daycare would serve both their staff and the general public.

Chairperson Harris asked if staff would have the priority for spaces before being opened to the public.

Mr. Green stated he was correct.

Vice-Chairperson Romine asked what the expected hours of operation would be for the daycare as the hospital is open twenty-four hours a day.

Mr. Green stated it would not be open for twenty-four hours. He stated they anticipate it being open for a twelve hour period, five days a week.

Chairperson Harris asked if there were any other questions for the applicant; there was no response. He then asked if anyone else was present who wished to speak in regards to the item; there was no response. He asked if there were any other questions or comments related to the item; there was no response. He entertained a motion.

MOTION:

Motion by Vice-Chairperson Romine and seconded by Commissioner McDowell to approve Resolution 16-2.1.

AYES: Commissioners Burney, L. Davis, R. Davis, Huddleston, McDowell, Seay, Woolery, Vice-Chairperson Romine, and Chairperson Harris

NOES: None

ABSTAIN: Commissioner Loyd

ABSENT: None

Motion to approve Resolution 16-2.1 carried with a 9-0 vote.

Commissioner Loyd rejoined the meeting.

- 5. Request for a Zoning Change from PD Planned Development to C Commercial District for the Property Located at 491 Branson Landing Boulevard, Branson, Missouri.
Project No. 16-3.1 (16-00300001)
Applicant: HCW North, LLC**

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

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

Commissioner Loyd asked about the triangle of land adjacent to the area zoned R-1.

Mr. Hornickel stated Branson Landing Boulevard was the City of Branson's property, and everything to the south and west was the applicant's property.

Chairperson Harris asked if Engineering was in the process of cleaning up the map.

Mr. Hornickel stated the area had been identified as a clean-up effort, and the zoning change was one part of the process while separating the roadway would be another.

Chairperson Harris asked if there would be any required action by the Commission once the road area is cleaned up.

Mr. Hornickel stated there would not be to his knowledge.

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

Commissioner R. Davis asked if staff had talked to the residential property owner to the east about the request.

Mr. Hornickel stated they received the required neighbor notice, but staff did not specifically hear anything from them.

Commissioner R. Davis stated they had a bad experience when the roundabout was built because the slope adjacent to their home was vegetated, but all of the trees died. He asked if trees could be planted now to provide the vegetative buffer which was expected.

Commissioner Loyd stated the property was rough.

Commissioner R. Davis stated he was talking about the portion of the property adjacent to the owner's house.

Chairperson Harris asked if the property in question was owned by an individual.

Mr. Hornickel showed the property on the screen, and stated it was owned by the City.

Chairperson Harris asked Ms. Norback if any tree had been planted at the location in question.

Ms. Norback stated several trees had been planted on the north side of the roundabout.

Chairperson Harris asked how many of those planted white pines on the north side remained.

Ms. Norback stated there may be four left.

Chairperson Harris stated the Tree Board should take a look into some plantings on the east side.

Chairperson Harris asked if any of the Commissioners had any other questions of staff; there was no response. He asked if the applicant or their representative was present; there was no response. He then asked if anyone else was present who wished to speak in regards to the item; there was no response.

Mr. Hornickel stated he wanted to reiterate there had been a conversation with the City Clerk to correct the issue, and this was the preferred route. He stated staff had reached out to the owner to initiate the process.

Chairperson Harris asked if there were any other questions or comments by the Commissioners.

Commissioner Loyd asked if the property had been leased to the applicant as part of the Branson Landing project.

Mr. Hornickel stated he thought that it had been.

Mr. Duston stated he was aware of where the lease boundary existed for the southern portion, but was unsure about the property in question.

Chairperson Harris stated someone should research the lease. He then asked if there were any other questions or comments by the Commissioners; there was no response. He entertained a motion.

MOTION:

Motion by Commissioner Huddleston and seconded by Commissioner Loyd to approve Resolution 16-3.1.

AYES: Commissioners Burney, L. Davis, R. Davis, Huddleston, Loyd, McDowell, Seay, Woolery, Vice-Chairperson Romine, and Chairperson Harris
NOES: None
ABSTAIN: None
ABSENT: None

Motion to approve Resolution 16-3.1 carried with a 10-0 vote.

COMMISSIONER & STAFF REPORTS

Mr. Hornickel stated he was grateful for the Commission attending the extended study session so they could begin reviewing the draft zoning code. He asked them to provide any comments on the districts and the zone tables within two weeks. He stated they would arrange another time to discuss the other components such as temporary uses, special events, temporary signs, parking and landscaping in the near future.

Chairperson Harris stated the comments should be sent to Mr. Hornickel so he could then pass them on to the consultants. He stated the Commission's next meeting would still be in March.

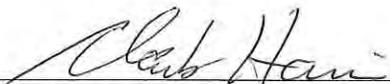
Mr. Hornickel stated he and Ms. Varner would be attending the American Planning Association's national conference at the time of the next scheduled meeting. He stated they had asked the Commissioners previously about moving up the meeting and a new meeting date of March 29, 2016 was selected. He stated the study session would be at 7:00 pm with the regular meeting following at 7:30 pm.

Commissioner Seay asked if moving the meeting would affect anyone submitting an application.

Mr. Hornickel stated staff typically was aware of upcoming applications, and it was rare for someone to surprise staff with an application on the deadline. He stated two items had already been submitted and they had been submitted well ahead of the necessary deadline.

ADJOURNMENT

Motion by Commissioner L. Davis and seconded by Commissioner R. Davis, and unanimously carried to adjourn the meeting at 8:21 pm.



Clark Harris, Chairperson

3-29-16

Date



Joel Hornickel, Director of Planning & Development

3/29/16

Date

**PLANNING COMMISSION
STUDY SESSION**

November 1, 2016
6:30 PM

Planning and Development Conference Room

ROLL CALL

Commissioners Present:	Commissioners Davis, McDowell, Pinkley, Seay, Woolery and Chairperson Harris	
Commissioners Absent:	Commissioners Burney, Huddleston, Loyd and Vice-Chairperson Romine	
Staff Present:	Joel Hornickel	Director of Planning and Development
	Tara Norback	Planning Assistant
	Kim Varner	Planner
	Kendall Powell	Utilities Plans Examiner
	Matt Filice	Assistant City Engineer

AGENDA

2. Director's Report

Mr. Hornickel stated he had no report.

Commissioner Burney arrived at 6:31 pm.

3. Discussion of previous agenda items.

Mr. Hornickel stated the Branson Gateway Center recently received their Certificate of Completion as it was only a shell building. He stated the building also recently sold to Summerwinds. He stated the landscaping had been approved by staff as it compiled with the requirements requested by the Commission.

Commissioner Davis asked what the hours of operation would be for the building.

Mr. Hornickel stated staff had moved away from setting a requirement for hours of operation over the last couple of years to allow hours to change as decided by the owner so long as they compiled with the noise ordinance.

Commissioner Burney stated the lack of an entrance along Highland Street was a positive.

Mr. Hornickel stated he agreed and it had been due to the owners listening to the neighbors and removing the originally proposed entrance on Highland Street. He stated staff was working with the new owners to address both the existing nonconforming freestanding sign as well as the wall sign within the building which had not been permitted. He stated the 325 Wildwood Project would be moving forward with the first batch of nightly rental cabins shortly. He stated the new BAT Boys location had opened and staff had worked with them to provide the additional landscaping as requested by the Commission. He stated the Alpine coaster had been open for a few months, but due to some additional landscaping needs the overall project had just been completed. He stated Cox's Early Learning Center was set to open soon. He stated the cabin project along Roark Valley Road was progressing as was an item on the current agenda for consideration of their development plan.

4. Update of ongoing projects

Mr. Hornickel stated Mercy was continuing to pursue the development of their property which had a planned development amendment approved in 2012. He stated they submitted information for the Open for Business program and staff would be reviewing their proposal at their next meeting. He stated 2017 was set to be the year of the donut as both Dunkin Donuts and Hurts Donuts were expected to open. He stated the Gretna Road islands were being updated through the efforts of the Tree Board. He stated their project specifically included the removal and replacing of the turf with native plants and rocks to prevent city staff from having to constantly maintain the islands.

5. Review of November 1, 2016 Planning Commission agenda:

Mr. Hornickel reviewed the items on the agenda.

- a. **Request for a Municipal Code Amendment to Chapter 22 –Business, Chapter 42 – Fire Prevention and Protection, Chapter 58 – Offenses and Nuisances, Chapter 62 – Parks, Recreation and Other City Facilities, Chapter 66 – Planning and Subdivisions, Chapter 70 – Signs, Chapter 78 – Streets, Sidewalks and Other Public Places, Chapter 86 – Traffic and Vehicles, and Chapter 94 – Zoning, Pertaining to the Zoning Code and Temporary Signs.**
Project No. 16-12.2 (16-01200002)
Applicant: City of Branson
- b. **Request for a Special Use Permit to Allow Outdoor Commercial Recreation within the Property Located at 2115 West State Highway 76, Branson, Missouri.**
Project No. 16-1.7 (16-00100007)
Applicant: RPM 7D, LLC
- c. **Request for a Special Use Permit to Allow Outdoor Commercial Recreation within the Property Located at 1425 West State Highway 76, Branson, Missouri.**
Project No. 16-1.8 (16-00100008)
Applicant: Fritz’s Adventure, LLC
- d. **Request to Amend Special Use Permit 12-00100006 to Include Additional Properties.**
Project No. 16-1.9 (16-00100009)
Applicant: Promised Land Zoo

Commissioner McDowell asked if the Reish property was included within the request because there was no application or signature included from them.

Mr. Hornickel stated staff had received their application, but it had been mistakenly been left out of the staff report. He stated staff would provide a copy of the application at the meeting.

Vice-Chairperson Romine arrived at 6:48 pm.

- e. **Request for R-1 One-Family Dwelling District Zoning for the Property Located at 248 River Valley Road, Branson, Missouri.**
Project No. 16-2.4 (16-00200004)
Applicant: Communities of Recovery, Inc.
- f. **Request for a Development Proposal Review for the Properties Located at 120 Hero Drive and 311 Roark Valley Road, Branson, Missouri.**
Project No. 16-13.1 (16-01300001)
Applicant: Hotel Development Services, LLC

6. Requests for items to be placed on future agendas

Commissioner Seay updated the Commission on the Highway 76 and the Downtown projects.

ADJOURNMENT

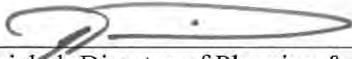
Motion by Commissioner Burney and seconded by Commissioner Seay, and unanimously carried to adjourn the meeting at 6:54 pm.



Clark Harris, Chairperson

1-3-17

Date



Joel Hornickel, Director of Planning & Development

1/3/17

Date

PLANNING COMMISSION

November 1, 2016
7:00 PM
Council Chambers

ROLL CALL

Commissioners Present:	Commissioners Burney, Davis, McDowell, Pinkley, Seay, Woolery, Vice-Chairperson Romine, and Chairperson Harris	
Commissioners Absent:	Commissioners Huddleston and Loyd	
Staff Present:	William Duston	City Attorney
	Joel Hornickel	Director of Planning and Development
	Tara Norback	Planning Assistant
	Kim Varner	Planner
	Kendall Powell	Utilities Plans Examiner
	Randy Fogle	Division Fire Chief
	Matt Filice	Assistant City Engineer

1. Approve Agenda.

Recommended Action: Approve the November 1, 2016 agenda

MOTION:

Motion by Vice-Chairperson Romine and seconded by Commissioner McDowell, and unanimously carried to approve the November 1, 2016 agenda as presented.

PUBLIC COMMENTS

REGULAR AGENDA ITEMS

2. Approve Minutes.

Recommended Action: A) Approve the minutes of the October 4, 2016 regular meeting
B) Approve the minutes of the October 4, 2016 study session meeting

MOTION:

Motion by Commissioner McDowell and seconded by Vice-Chairperson Romine, and unanimously carried to approve the minutes of the October 4, 2016, Planning Commission study session and regular meeting as presented.

OLD BUSINESS

3. Request for a Municipal Code Amendment to Chapter 22 –Business, Chapter 42 – Fire Prevention and Protection, Chapter 58 – Offenses and Nuisances, Chapter 62 – Parks, Recreation and Other City Facilities, Chapter 66 – Planning and Subdivisions, Chapter 70 – Signs, Chapter 78 – Streets, Sidewalks and Other Public Places, Chapter 86 – Traffic and Vehicles, and Chapter 94 – Zoning, Pertaining to the Zoning Code and Temporary Signs.

Project No. 16-12.2 (16-01200002)

Applicant: City of Branson

Mr. Hornickel presented the staff report as filed with the Planning and Development Department. He asked for the Commission's input regarding the proposed change to the allowable maximum height for multi-unit developments.

Vice-Chairperson Romine asked if the proposed height of seventy-five feet represented seven floors.

Mr. Hornickel stated the proposed height would equate to five or six floors based on an average floor being twelve to fifteen feet.

Commissioner Seay asked if the change addressed the community members who had concerns.

Mr. Hornickel stated it had come up during conversations about allowed densities. He stated the initially proposed height maximum of fifty-feet would not have met the same redevelopment goals as represented by increasing densities to attract multi-unit developments.

Chairperson Harris asked if any of the Commissioners had any other questions; there was no response.

Mr. Hornickel continued presenting the staff report as filed with the Planning and Development Department. He asked for the Commission's input regarding OPC regulations, and whether there should be a distance requirement between them. He asked what the distance requirement should be if the Commission supported one.

Chairperson Harris asked what the current regulations were.

Mr. Hornickel stated there were no current distance requirements for OPCs. He stated OPCs had been required to receive a Special Use Permit during a certain time, but most recently they had been a permitted use.

Chairperson Harris asked what distances other communities required.

Mr. Hornickel stated Branson provided its own unique challenges just as other similar communities. He stated the direction to regulate OPCs had come from the Community Plan 2030 due to a segment of the community which felt they were having a negative impact. He stated it was very common for cities to regulate certain uses with distance requirements.

Chairperson Harris asked if there was a map showing OPC locations. He asked if there were any that fell within the one thousand foot distance.

Mr. Hornickel stated he could not say with certainty, but he guessed some would fall within the distance.

Chairperson Harris stated he remembered many of the special use requests that came through the Planning Commission for OPCs. He stated he did not have a strong feeling one way or another, but he understood not wanting them lined up together providing a negative experience for guests. He stated he did not think to have some limitation would be wrong.

Vice-Chairperson Romine stated she agreed there should be some limitations on OPCs.

Commissioner Seay stated she thought differently, and the market would set itself. She stated a business would not exist if there had been a complaint or a bad guest experience. She stated many businesses rely on the rent from OPCs. She stated a distance restriction could have a negative financial impact on those businesses who rely on such rents when their leases are up for renegotiation.

Chairperson Harris asked if any of the Commissioners had any other questions; there was no response.

Mr. Hornickel stated all comments and opinions shared would be passed onto the Board of Aldermen. He continued presenting the staff report as filed with the Planning and Development Department. He asked for the Commission's input regarding hotel surveillance cameras.

Chairperson Harris stated he recalled the previous comments from hotel owners regarding liability. He stated staff had worked diligently on the adoption of the Tier program.

Commissioner Seay stated she had spoken with the Police Chief to ask his opinion. She stated he had said once a property showed they were unable to maintain the security of their property, they would be required to install surveillance cameras in order to stay in operation under the tier system. She asked why cameras needed to be in the zoning code if they were a part of the tier system. She stated the requirement would cause hotels to have someone monitor the cameras at all times. She stated she wanted to hear from Mr. Huffman regarding the wording proposed and if it was compatible with the large, national brand hotels.

Chairperson Harris asked if any of the Commissioners had any other questions; there was no response.

Mr. Hornickel continued presenting the staff report as filed with the Planning and Development Department. He asked for the Commission's input regarding on-site housing.

Commissioner Seay stated on-site housing was different than the proposed live-work use.

Mr. Hornickel stated she was correct as on-site housing covered when a manager wanted to live on site of a hotel or theater.

Chairperson Harris asked if any of the Commissioners had any other questions; there was no response.

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

Commissioner McDowell asked if a maximum parking requirement would cause people to park on the street.

Mr. Hornickel stated staff did not want to limit the maximum parking areas for a single family dwelling.

Commissioner McDowell asked if there would be any requirement for off-street parking for dwellings.

Mr. Hornickel stated any garage would be counted for parking as well as any driveway space. He stated there was also new language prohibiting parking on unpaved surfaces within any front yard. He continued presenting the staff report as filed with the Planning and Development Department. He asked for the Commission's input regarding Commission members being a resident of the city.

Vice-Chairperson Romine stated she agreed with the change.

Chairperson Harris asked if the Board of Adjustment code required members to be citizens of the city.

Mr. Hornickel stated it did.

Commissioner Davis stated she thought the way it was worded was intended to mean a citizen of the city, but the language was needed so it would be more specific.

Chairperson Harris asked if any of the Commissioners had any other questions; there was no response.

Mr. Hornickel continued presenting the staff report as filed with the Planning and Development Department. He asked for the Commission's input regarding temporary signs.

Chairperson Harris asked if a ballot included twenty items, would a property be allowed to have twenty signs.

Mr. Hornickel stated he was correct and the city could not regulate their content.

Chairperson Harris asked if any of the Commissioners had any other questions; there was no response. He then asked if anyone else was present who wished to speak in regards to the first list of items as presented by staff which included alternative financial services, animal shelters, building heights, and through hours of operation for a live/work use.

Mr. Rick Huffman approached and thanked the Commission for allowing more time to review the proposed code changes. He stated he had a conversation with Mr. Hornickel which included great discussion and resulted in some changes. He stated he disagreed with not allowing planned developments below ten acres. He stated he was also against having timeframes for planned developments. He stated three years was too short, and five years would be more preferable.

Commissioner Seay asked if the required noise level for arcades would take away some of the excitement from them.

Mr. Hornickel stated that requirement could be removed.

Chairperson Harris asked if anyone else was present who wished to speak in regards to the first list of items; there was no response. He then asked if anyone present wished to speak in regards to the second list of items which included amusement parlor/arcades, OPC regulations, hotel surveillance, and through members of the Planning Commission.

Mr. Dan Ruda approached and thanked Mr. Hornickel for his efforts. He stated he agreed with Mr. Huffman regarding planned developments. He stated he wanted planned development to be allowed under ten acres. He stated he had not been involved in timeshares or OPCs, but thought the market should be able to control itself. He stated one thousand feet between OPCs was too far. He stated the OPC owners and operators should be able to provide input on the topic. He stated meetings should be had with developers, hotel owners, and other stakeholders in the future to update them when any code changes are proposed.

Mr. Huffman stated he did not have an issue with OPCs, but the one thousand foot distance was too far. He asked how many complaints had been received and if they had been logged.

Mr. Hornickel stated he did not know what the number was, and that he did not think they had been logged. He stated the concept for the OPC regulation came directly from the Community Plan 2030 process.

Mr. Huffman stated he thought the free enterprise system had been working, and he thought one thousand feet was too much. He stated the proposed regulation would affect many businesses. He stated he had asked a national commercial brokerage company how much parking spaces restaurant tenants require. He stated Buffalo Wild Wings typically builds five thousand six hundred square feet and requires a minimum of one hundred ten spaces, Texas Roadhouse typically builds seven thousand two hundred square feet and requires a minimum of one hundred sixty spaces, and Cheddar's typically builds eight thousand two hundred square feet and requires a minimum of one hundred eighty spaces. He stated the numbers work out to fifty point nine square feet for Buffalo Wild Wings, forty-five for Texas Roadhouse, and forty-five and a half for Cheddar's. He stated they were around forty-five to fifty when the proposed code was two hundred. He asked for a summary of the surveillance camera topic.

Mr. Hornickel stated any new hotel property would be required to have cameras in their lobby area and at every entrance to the building. He stated the cameras would have to record for twenty-four hours a day, and their film be kept for a minimum of fourteen days.

Mr. Huffman stated what was proposed met the national chain's standards which included exterior doors and the front desk for twenty-four hours a day, but they kept their film for a minimum of thirty days. He stated cameras were not allowed in the corridors or pool areas. He stated he disagreed with requiring permits for storage sheds.

Ms. Kandis Davis approached and stated she wanted to comment on OPCs. She stated she was not a timeshare person, but she saw the benefit from them. She stated she thought they would work themselves out.

Chairperson Harris asked if anyone else was present who wished to speak in regards to the second list of items; there was no response. He then asked if anyone present wished to speak in regards to the last list of items which included A-frame signs, real estate and building permit signs, elections signs, and garage and yard sale signs; there was no response. He stated he wanted to thank and congratulate the staff for all of their efforts throughout the process. He entertained a motion.

MOTION:

Motion by Vice-Chairperson Romine and seconded by Commissioner Pinkley to approve Resolution 16-12.2.

AYES: Commissioners Burney, Davis, McDowell, Pinkley, Woolery, Vice-Chairperson Romine and Chairperson Harris
NOES: Commissioner Seay
ABSTAIN: None
ABSENT: Commissioners Huddleston and Loyd

Motion to approve Resolution 16-12.2 carried with a 7-1 vote.

PUBLIC HEARING AGENDA ITEMS

4. **Request for a Special Use Permit to Allow Outdoor Commercial Recreation within the Property Located at 2115 West State Highway 76, Branson, Missouri.
Project No. 16-1.7 (16-00100007)
Applicant: RPM 7D, LLC**

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

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

Commissioner Seay asked about the comment within the Open for Business letter regarding access not being allowed onto Forsyth Street.

Mr. Hornickel stated access and traffic would be part of the normal plan review during the building permit process. He stated Matt Filice was present to speak in more detail about the comment.

Mr. Filice approached and stated an agreement had been created some time ago strictly for the residential property's access onto Forsyth. He stated commercial access would not be allowed.

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

Mr. Charles Engram approached and stated he represented the applicant. He stated the owners were the same as those proposing to open an arcade within Branson Landing. He stated they had been looking to construct an outdoor activity on the Strip which could include a downhill thrill ride or a sling-shot type ride.

Chairperson Harris asked if everything had been proposed for outdoors as it was currently.

Mr. Engram stated he was correct and since the type of activity being proposed was outdoors, he was told he needed a Special Use permit.

Vice-Chairperson Romine asked if the existing use would remain.

Mr. Engram stated he did not know.

Chairperson Harris asked if the two properties would need to be combined.

Mr. Hornickel stated they would need to be combined through the Minor Subdivision replat process only if any structures were to cross the property line.

Chairperson Harris asked if any of the Commissioners had any other questions for the applicant; there was no response. He then asked if anyone else was present who wished to speak in regards to the item.

Ms. Kandis Davis approached and stated she represented the existing property owner. She stated there was an existing easement on the north side of the property which allowed access to Oak Creek Drive.

Chairperson Harris asked if any of the Commissioners had any other questions; there was no response. He then asked if anyone else was present who wished to speak in regards to the item; there was no response. He entertained a motion.

MOTION:

Motion by Commissioner Seay and seconded by Vice-Chairperson Romine to approve Resolution 16-1.7.

AYES: Commissioners Burney, Davis, McDowell, Pinkley, Seay, Woolery, Vice-Chairperson Romine and Chairperson Harris
NOES: None
ABSTAIN: None
ABSENT: Commissioners Huddleston and Loyd

Motion to approve Resolution 16-1.7 carried with an 8-0 vote.

**5. Request for a Special Use Permit to Allow Outdoor Commercial Recreation within the Property Located at 1425 West State Highway 76, Branson, Missouri.
Project No. 16-1.8 (16-00100008)
Applicant: Fritz's Adventure, LLC**

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

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

Commissioner Burney asked if there were any requirements for safety and security after hours.

Mr. Hornickel stated that would be a great question for the applicant.

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

Mr. Billy Ong approached and stated he represented the applicant. He stated security would absolutely be provided after hours. He stated it would not be a typical climbing wall. He provided a background of the proposed activity.

Commissioner Burney asked if there would be an age limit.

Mr. Ong stated there would not, but there would be a height requirement.

Chairperson Harris asked if all of the workers would be properly trained.

Mr. Ong stated they would be required to be trained, and all rides were certified by the state.

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

MOTION:

Motion by Commissioner Seay and seconded by Commissioner McDowell to approve Resolution 16-1.8.

AYES: Commissioners Burney, Davis, McDowell, Pinkley, Seay, Woolery, Vice-Chairperson Romine and Chairperson Harris
NOES: None
ABSTAIN: None
ABSENT: Commissioners Huddleston and Loyd

Motion to approve Resolution 16-1.8 carried with an 8-0 vote.

**6. Request to Amend Special Use Permit 12-00100006 to Include Additional Properties.
Project No. 16-1.9 (16-00100009)
Applicant: Promised Land Zoo**

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

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

Mr. Jeff Sanders approached and stated he was the applicant. He stated their main concern was the proposed condition for a fifty-foot buffer zone. He stated they were trying to use the property as efficiently as possible including to use the adjacent amphitheater for a parking area.

Chairperson Harris asked if they had purchased the amphitheater property.

Mr. Sanders stated they had it under contract.

Chairperson Harris asked if they would be able to use the amphitheater for parking.

Mr. Sanders stated they could and it would help them to reduce the amount of water run-off from the property while also cleaning up and using an eyesore. He stated they wanted to reuse and repurpose everything they could on the property. He stated they had proposed the road to be along the perimeter of the property because there would only be about twenty acres out of the over sixty which could be built on due to the terrain. He stated their plan was to install an eight-foot fence along the entire perimeter and have a secondary fence twenty-five feet within the property to keep the animals away from the boundary as required by the United States Department of Agriculture and the Zoological Association of America. He stated the drive through road had to be within the space between the two fences. He stated they needed the space to be wide in order to maneuver around the trees and to save as many as they could. He stated the fifty-foot buffer would cause them problems and requested for the buffer to be reduced.

Chairperson Harris asked what they thought would be reasonable.

Mr. Sanders stated he would be good with twenty-five feet, but be allowed to have the roadway within the buffer.

Chairperson Harris asked if customers would be looking in toward the property if the road would be meandering within the twenty-five feet.

Mr. Sanders stated they would be looking toward the interior and it would be landscaped along the fence. He stated the center of the property had steep terrain and was bowl-shaped, and so they would have issues constructing the road in some locations. He asked staff what the intent for the buffer was.

Mr. Hornickel stated an item had been recently presented to the Commission which involved monster busses near Fall Creek Road. He stated there had been a concern at that time about having that type of use be so visible from Fall Creek Road as it could cause issues in the future. He stated a one hundred foot buffer was required by the Commission in that instance. He stated staff thought it was appropriate to have some type of buffer, especially with the prospect of the future Francis Street expansion and how the use would function adjacent to it and the Ball Parks of America project to the south. He stated the fifty-foot number was a starting point for discussion, and other components could be included in the consideration such as the type of fencing, whether the fence would be offset from the property line, and whether landscaping would be installed along the outside of the fence.

Mr. Sanders stated there was a large retaining wall along the Ball Parks of America property, and their property sat much lower. He stated there was also an existing buffer due to an electric easement they could not develop within. He stated they had discussed setting the fence off the future Francis Street right-of-way property by five feet and planting shrubs.

Commissioner McDowell asked if it would be a one-way route through the park, and how wide the path would be.

Mr. Sanders stated it would be one-way, and the drive lane would be twelve to sixteen feet wide. He stated busses and large vehicles would not be permitted in the drive lane.

Chairperson Harris stated nine feet would remain for the road to meander within if the area was twenty-five feet wide and sixteen feet were to be used for the road. He asked if they had anticipated enough meandering of the drive lane to avoid the larger trees within the property.

Mr. Sanders stated most of the perimeter had already been cleared on two sides. He stated the entire drive lane would not be sixteen feet since it would be narrower in some locations and then wider in others to allow cars to pass one another.

Chairperson Harris stated it was a unique situation. He asked if the requirements for landscaping or fencing material could be included to provide more flexibility but still achieve the goal of protecting the visual aspects of the use as well as the trees.

Mr. Hornickel stated the buffer had been a starting point for discussion, but if the fence could be offset, staff would acknowledge it as a benefit along the proposed Francis Street corridor.

Mr. Sanders stated they could plant bamboo as an additional option to provide a screen.

Chairperson Harris asked if the language within the condition could be altered to allow staff approval instead of a specific number for an offset.

Mr. Hornickel stated he was correct if the Commission wanted to include such language. He stated staff would be willing to work with the applicant and provide an update to the Commission in the future.

Vice-Chairperson Romine asked the applicant if they would be willing to work with staff.

Mr. Sanders stated they would as the staff had been great to work with thus far. He stated they would do whatever the Commission wanted, but they wanted help regarding the buffer.

Commissioner Burney stated there had been concern regarding the noise when they originally developed, but she had not heard of any complaints.

Mr. Sanders stated they had spoken with the neighbors, and their zoo had helped to increase their businesses.

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

Commissioner Pinkley thanked the applicant for repurposing the amphitheater property on Little Pete's Road.

Chairperson Harris asked if any of the Commissioners had any other questions for the applicant; there was no response. He then asked if anyone else was present who wished to speak in regards to the item.

Ms. Davis approached and stated she was very happy to see the town doing positive things and to see things growing. She stated she loved seeing how open the Commission was. She stated the City needed to be thanked for what they were doing for the community and letting the town grow. She stated she felt positive steps had been made because of the Commission being open and willing to work with people.

Chairperson Harris asked if anyone else was present who wished to speak in regards to the item; there was no response. He asked if any of the Commissioners had any other questions; there was no response. He entertained a motion.

MOTION:

Motion by Commissioner Pinkley and seconded by Commissioner McDowell to approve Resolution 16-1.9.

AYES: Commissioners Burney, Davis, McDowell, Pinkley, Seay, Woolery, Vice-Chairperson Romine and Chairperson Harris

NOES: None

ABSTAIN: None

ABSENT: Commissioners Huddleston and Loyd

MOTION:

Motion by Vice-Chairperson Romine and seconded by Commissioner Woolery to amend Resolution 16-1.9 to allow staff to work with the applicant to provide adequate buffering and visual separation along the western and southern property boundary.

AYES: Commissioners Burney, Davis, McDowell, Pinkley, Seay, Woolery, Vice-Chairperson Romine and Chairperson Harris

NOES: None

ABSTAIN: None

ABSENT: Commissioners Huddleston and Loyd

Motion to amend Resolution 16-1.9 carried with an 8-0 vote.

Motion to approve Resolution 16-1.9 as amended carried with an 8-0 vote.

**7. Request for R-1 One-Family Dwelling District Zoning for the Property Located at 248 River Valley Road, Branson, Missouri.
Project No. 16-2.4 (16-00200004)
Applicant: Communities of Recovery, Inc.**

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

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

Commissioner Pinkley asked if the property was contiguous to the City via the Country Bluff Estates Subdivision.

Mr. Hornickel stated it was not with Country Bluff Estates, but instead with the College of the Ozarks' property to its west and an unzoned property to its north.

Commissioner Pinkely asked if the adjacent property to the south and east was owned by the same entity.

Mr. Hornickel stated he did not believe so.

Commissioner Pinkely asked if there was an access easement through the adjacent property as the applicant's driveway was not located within their own property. He stated there could be a potential issue if there was no easement.

Mr. Hornickel stated no issue had been communicated to staff. He stated the use had been existing, and the applicant had owned the property for a couple of years. He stated it should have been addressed earlier if it was been an issue.

Ms. Norback stated she had the same concern and thought there was an easement on the plat. She stated she would verify and let him know.

Mr. Hornickel stated there appeared to be a part of the property that was accessible from the road right-of-way, based on the plat.

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

Mr. Kevin Hunt approached and stated he represented the applicant. He stated they purchased the property from the neighboring property owner, and an easement was included with their purchase. He stated they did not have any issues with their neighbor.

Chairperson Harris asked if he had any additional information on the property he wanted to share, such as how long they had been there.

Mr. Hunt stated they had owned the property for about four or five years with no issues, except for the sewer.

Chairperson Harris asked if any of the Commissioners had any other questions for the applicant; there was no response. He then asked if anyone else was present who wished to speak in regards to the item.

Mr. Kurt McDonald approached and stated he represented the College of the Ozarks. He asked what the proposed route would be for sewer to connect to the house.

Mr. Powell illustrated the location on the aerial image within the presentation and stated an easement existed on the college's property along it and the eastern edge of the Country Bluff Estates subdivision. He stated an electric easement also existed to the north.

Mr. McDonald asked if he could be provided more information regarding the easement.

Mr. Powell stated he would provide the easement documentation. He stated the City had obtained an easement from the College of the Ozarks for another force main from the Lilly's Landing area within the past eight to ten years. He stated there was also a water main easement through the college's property to the Meadows Water Plant.

Mr. McDonald stated he would appreciate a copy of the easement. He stated he had been of the understanding there was not an easement through the college's property.

Chairperson Harris asked if anyone else was present who wished to speak in regards to the item; there was no response. He asked if any of the Commissioners had any other questions.

Commissioner Pinkely asked if the easement was located along the western boundary of the college's property.

Mr. Powell stated the easement ran parallel along the east side of the Country Bluff Estates subdivision as well as through a platted easement for utilities within the Country Bluff Estates subdivision.

Mr. Pinkley asked if he knew the width of the easement.

Mr. Powell stated he did not.

Chairperson Harris asked if any of the Commissioners had any other questions; there was no response. He then entertained a motion.

MOTION:

Motion by Commissioner Seay and seconded by Commissioner McDowell to approve Resolution 16-2.4.

AYES: Commissioners Burney, Davis, McDowell, Pinkley, Seay, Woolery, Vice-Chairperson Romine and Chairperson Harris
NOES: None
ABSTAIN: None
ABSENT: Commissioners Huddleston and Loyd

Motion to approve Resolution 16-2.4 carried with an 8-0 vote

- 8. Request for a Development Proposal Review for the Properties Located at 120 Hero Drive and 311 Roark Valley Road, Branson, Missouri.
Project No. 16-13.1 (16-01300001)
Applicant: Hotel Development Services, LLC**

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

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

Commissioner Seay thanked Mr. Hornickel and his staff for their efforts in satisfying the neighborhood regarding the one-family zoning for the five lots along Hero Drive.

Vice-Chairperson Romine asked if item number five on the conditions should read development proposal instead of special use permit.

Mr. Hornickel stated she was correct and apologized for the error.

Commissioner Pinkley asked if there would be any public access from Hero Drive.

Mr. Hornickel stated there would not and such was reinforced by the development plan. He stated there was access provided from a road within the development's private road system instead.

Commissioner Davis asked why the Commission should move forward with the development proposal versus waiting until the five lots along Hero Drive were rezoned.

Mr. Hornickel stated much work had to be done before the development could begin and staff wanted to provide the applicant with the ability to work through the development proposal process so they could begin their other processes. He stated Planning would be a plan reviewer during the process and would not approve the building plans until all conditions of the approval had been met, similar to special use permits.

Commissioner Davis asked if it would be staff's way of enforcement.

Mr. Hornickel stated she was correct.

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

Mr. Allen Johnson approached and stated he represented the applicant.

Chairperson Harris asked if he wanted to speak on the project or on whether the requirements were satisfactory.

Mr. Johnson stated the conditions were satisfactory. He stated the clients were top quality in regards to their product and how they ran their business.

Chairperson Harris asked if any of the Commissioners had any other questions for the applicant; there was no response. He asked when they would start the project if it were approved.

Mr. Johnson stated there would need to be a lot of surveying and planning that would need to occur first to avoid removing any big trees or other features. He stated it would most likely be next year before they started.

Chairperson Harris asked if any of the Commissioners had any other questions for the applicant; there was no response. He then asked if anyone else was present who wished to speak in regards to the item.

Mr. Greg Armstrong approached and stated he wanted the Commission to consider limiting the number of cabins proposed. He stated many of the neighbors really did not want to see the property become commercial and it did not seem possible for sixty units to be built with the roads and utilities without vegetation being removed. He stated he would prefer it to remain as it was or move the development to the north.

Chairperson Harris asked Mr. Johnson which cabins they would build first.

Mr. Johnson stated they would all be built at the same time.

Chairperson Harris asked Ms. Norback to provide information regarding how tree counts were done for developments.

Ms. Norback stated a couple options were available. She stated there was a buy-out option of a two thousand dollar per acre deposit based on the total disturbance area. She stated another option was to conduct a tree survey. She stated trees less than six inches in diameter measured four and a half feet from the ground level did not need a permit to be removed. She stated she would verify if the buffer was maintained as well as verify the tree count or

disturbed area at the time of plan review. She stated the tree deposit would then be refundable based on the number of trees they replanted.

Chairperson Harris asked if any of the Commissioners had any other questions.

Commissioner Davis asked who would be responsible for damage from blasting.

Chairperson Harris stated blasting would be a Fire Department issue.

Mr. Fogle approached and stated blasting was regulated by the jurisdiction and the Division of Fire Safety in Jefferson City. He stated a pre-blast survey would be required for each structure in the area depending on its distance from the site work. He stated staff would also monitor the blasting with their seismograph. He stated if any issues occurred, they would become a civil situation between the blasting company, the state and the individual.

Chairperson Harris asked if the data from the seismograph would be available to all parties.

Mr. Fogle stated it would.

Chairperson Harris asked Mr. Johnson if they anticipated a lot of blasting.

Mr. Johnson stated they did not anticipate any blasting due to the expense and as the cabins had a small footprint.

Chairperson Harris asked what the square footage of each cabin would be.

Mr. Johnson stated they would be approximately six hundred square feet for the one-bedroom and eight hundred square feet for the two-bedroom.

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

MOTION:

Motion by Commissioner Woolery and seconded by Commissioner McDowell to approve Resolution 16-13.1.

AYES: Commissioners Burney, Davis, McDowell, Pinkley, Seay, Woolery, Vice-Chairperson Romine, and Chairperson Harris
NOES: None
ABSTAIN: None
ABSENT: Commissioners Huddleston and Loyd

MOTION:

Motion by Vice-Chairperson Romine and seconded by Commissioner McDowell to amend Resolution 16-13.1.

AYES: Commissioners Burney, Davis, McDowell, Pinkley, Seay, Woolery, Vice-Chairperson Romine and Chairperson Harris
NOES: None
ABSTAIN: None
ABSENT: Commissioners Huddleston and Loyd

Motion to amend Resolution 16-13.1 carried with an 8-0 vote.

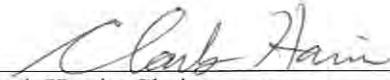
Motion to approve Resolution 16-13.1 as amended carried with an 8-0 vote.

COMMISSIONER & STAFF REPORTS

None.

ADJOURNMENT

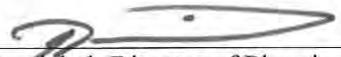
Motion by Commissioner Seay and seconded by Vice-Chairperson Romine, and unanimously carried to adjourn the meeting at 9:43 pm.



Clark Harris, Chairperson

1-3-17

Date



Joel Hornickel, Director of Planning & Development

1/3/17

Date

MINUTES

HUMAN RESOURCES COMMITTEE
CITY OF BRANSON, MISSOURI
May 13, 2016

1) Call to Order

The Human Resources Committee met in the Municipal Court Room of City Hall, Friday, May 13, 2016 at 10:30 a.m. The meeting was called to order by Mayor Karen Best.

2) Roll Call

Committee Members present were Mayor Karen Best, Alderman Rick Castillon, Alderman Rick Todd, and City Administrator, Bill Malinen.

Also present: Jan Fischer, Gina Stech, Bob Smither, Kathy Olson, Chad Forster, Hillary Bargman, Eric Walters, John Akers, Chena Simmons, and Kimberly Cooper.

3) Acknowledgement of January 15, 2016 and February 12, 2016 minutes.

The minutes of the January 15, 2016 and February 12, 2016 meeting were acknowledged on a motion by Rick Todd, seconded by Rick Castillon. Motion approved by a 4 to 0 count.

4) Update from the City's Safety Team.

Eric Walters, the City's Safety Officer updated the Committee on various Safety Events and Training that the City is accomplishing. He shared that the City recently trained appropriate personnel on Confined Space Entry. Eric also updated the Committee on the Hazardous Response Training that was held and how valuable that was in the past week's events considering there was an incident that went along with that training. He updated the Committee on the response of the Safety Team and the Action Steps taken to prevent future occurrences from happening. Eric also updated the Committee on the work that is being accomplished with the Risk Analysis efforts and the Mayor asked him to bring some examples of those charts to the next meeting.

5) Update from Ollis/Akers/Arney concerning Employee Insurance Interest Meetings.

John Akers updated the Committee on the recent Insurance Meetings that were held for employees and gave a shortened version of the presentation to the Committee. Jan and John shared with the Committee that they plan on working toward educating employees more and meeting in smaller focus groups so that employee's will feel more comfortable sharing their thoughts and providing input.

6) Discussion of the RFP for the Compensation and Classification Study.

Jan Fischer informed the Committee that the City received six proposals for the Compensation and Classification Study RFP that was sent out. He let them know that the Human Resources Department was in Phase 1 of evaluating the responses and that he would keep them updated on the steps involved in selecting the best fit for the City.

7) Discussion of Supervisor Training Focus Areas.

Bob Smither updated the Committee on the different Supervisor Training that has been implemented in the past several months. The Human Resources Department is currently using web based and live presentations to train Supervisors.

MINUTES

HUMAN RESOURCES COMMITTEE

CITY OF BRANSON, MISSOURI

May 13, 2016

8) Human Resources Director's Report.

Due to time constraints, Jan Fischer offered to update the Committee regarding his Director's Report at the next meeting.

9) Adjourn.

A motion to Adjourn was made by Rick Todd, seconded by Rick Castillon. Motion approved by a 4 to 0 count.

MINUTES

HUMAN RESOURCES COMMITTEE
CITY OF BRANSON, MISSOURI
June 23, 2016

1) Call to Order

The Human Resources Committee met in the Municipal Court Room of City Hall, Thursday, June 23, 2016 at 2:30 p.m. The meeting was called to order by Alderman Rick Todd.

2) Roll Call

Committee Members present were Alderman Rick Castillon, Alderman Rick Todd, Donna Glotz, and City Administrator, Bill Malinen.

Also present: Jan Fischer, Gina Stech, Bob Smither, Kathy Olson, Eric Walters, John Akers, Jamie Rouch, Stacy McAllister, Grace Thomas, and Kimberly Cooper.

3) Acknowledgement of May 13, 2016 minutes.

The minutes of the May 13, 2016 were acknowledged on a motion by Rick Todd, seconded by Bill Malinen. Motion approved by a 4 to 0 count.

4) Update of New Employees.

Jan Fischer provided a list of New Hire names as requested in previous meetings.

5) Update on Compensation and Classification Study.

Jan Fischer explained the process that the Human Resources Department used in selecting the company to utilize for the City's Compensation and Classification Study. The Human Resources Department had given the finalists a list of concerns and examples of weaknesses of the current system and had the companies give ways in which they could help in those areas. He explained that Springsted had impressed the Human Resources Department because they tailored the classification study based on assigned tasks rather than just job descriptions. The Committee discussed the information that was presented. Rick Todd had commented that he trusted that the group selected would do a good job, but cautioned that he did not feel that the study should focus on all 17 of the points that were presented to the company. Rick Todd said that he would entertain a motion to recommend Springsted as the company to conduct the Compensation and Classification Study to the Board of Alderman. Rick Castillon made a motion to approve. The motion was seconded by Donna Glotz. Motion approved by a 4 to 0 count.

7) Discussion with Ollis/Akers/Arney regarding Medical/Dental Insurance Planning.

Jan Fischer asked that we move to Agenda Item 7 rather than Item 6 so that John Akers could present the information that he had prepared. Jan informed the Committee that the City's premium cost for Health Insurance has gone up by 50% in the past 5 years. Because of this fact the Human Resources Department has started working on the planning for the renewals earlier in the year in case there is a need for changes to the overall plan design. John Akers presented the utilization information of the medical insurance plan to the Committee. The committee discussed the information provided. Mayor Best entered the meeting during this discussion at approximately 3:15 p.m. and took over leading the meeting. John Akers informed the Committee that he plans on showing single, dual, and triple option plans to the City during the planning process this year.

6) Discussion of Human Resources Manual updates.

Jan Fischer presented the Manual Updates that the Employee Human Resources Committee (EHRC) had worked on. The committee discussed the changes. Rick Todd made a motion to recommend the

MINUTES

HUMAN RESOURCES COMMITTEE
CITY OF BRANSON, MISSOURI
June 23, 2016

changes to the Board of Alderman. Rick Castillon seconded his motion. Motion was approved by a 5 to 0 count.

8) Discussion of Property/Liability and Workers' Compensation Renewals.

Jan Fischer informed the Committee of the price increase and explained that the increase in wages along with our experience mod were the major factors in the price increase for Workers' Compensation. He explained some of the ways that the Human Resources department is trying to lower the experience mod in the future. Jan Fischer also let the Committee know that the Property and Liability Insurance had gone up by a considerable amount due to the contents that the City is insuring had gone up by considerable amount this year. The Committee discussed the information that was presented.

9) Update from the City's Safety Team.

Eric Walters informed the Committee that he has been training the staff in regards to "Heat Safety" in June. In July, he will be focused on chlorine.

10) Discussion of FLSA changes and how it affects City staff.

Jan Fischer informed the Committee that the Human Resources Department is aware of a recent FLSA law change regarding overtime exemptions and that the City will address the changes that need made with the Compensation and Classification Study.

11) Human Resources Director's Report.

Jan Fischer let the Committee know that he had started working with the Jobs for Life Program that the local charity, Jesus Was Homeless runs. He also informed the Committee that the Utilities Department Supervisors had been enjoying a book that Kathy Olson had told him about called, "The Way of the Shepherd".

12) Adjourn.

A motion to Adjourn was made by Rick Todd, seconded by Rick Castillon. Motion approved by a 5 to 0 count.

MINUTES

HUMAN RESOURCES COMMITTEE
CITY OF BRANSON, MISSOURI
August 22, 2016

1) Call to Order

The Human Resources Committee met in the Municipal Court Room of City Hall, Monday, August 22, 2016 at 10:30 a.m. The meeting was called to order by Mayor Karen Best.

2) Roll Call

Committee Members present were Alderman Rick Castillon, Donna Glotz, Kevin McConnell, Mayor Karen Best, and City Administrator, Bill Malinen.

Also present: Jan Fischer, Morgan Wermuth, Bob Smither, Kathy Olson, John Akers, JoLyn Tate, Tad Houston, Erica Gaynor, Hillary Briand, and Kimberly Cooper.

3) Acknowledgement of June 23, 2016 minutes.

The minutes of the June 23, 2016 were acknowledged on a motion by Rick Castillon, seconded by Donna Glotz. Motion approved by a 5 to 0 count.

4) Update of New Employees.

Jan Fischer provided a list of New Hire names since the last HR Committee Meeting and announced that Morgan Wermuth had recently joined the Human Resources department. The Committee discussed the list of new hires.

5) Update on Maxwell Health Portal for Open Enrollment.

Jan Fischer showed a video in regards to the new Maxwell Health Portal that the HR Department will be utilizing for Open Enrollment, New Employee Enrollment, and Qualifying Life Event Enrollment. John Akers confirmed that Maxwell takes Cyber Security seriously. Jan Fischer let the Committee know that the Maxwell system would be working with the carriers to send and receive information and would not have direct access with the City's software systems.

6) Discussion of the City's Health Insurance Renewal.

John Akers presented the renewal data that was used to determine Anthem's renewal numbers for the 2017 Plan Year. He explained how he had negotiated the price increase down from 9.61% to 4.7%. The Committee discussed how significant the insurance benefits were to the City employees and how important the benefits are in retaining the staff. The Committee also discussed that the behaviors of staff would need to improve in order for the City to maintain current coverage levels. Bill Malinen made a motion to not go to bid, however charge HR staff with researching how to distribute the increase. Rick Castillon seconded the motion. Motion was approved by a 5 to 0 count.

7) Discussion of the 2018 H&W Incentive Requirements (to be met in 2017).

Jan Fischer shared a rough draft of the changes he has worked with the Cox Wellness Department on creating. He plans on bringing the plan to the Employee Human Resources Committee (EHRC) and bringing it back to the Human Resources Committee once the EHRC has a chance to vet the new changes.

8) Human Resources Director's Report.

Jan Fischer updated the committee on the plan for the Police Chief selection process.

9) Adjourn.

A motion to Adjourn was made by Rick Castillon, seconded by Bill Malinen. Motion approved by a 5 to 0 count.

MINUTES

HUMAN RESOURCES COMMITTEE
CITY OF BRANSON, MISSOURI
October 10, 2016

1) Call to Order

The Human Resources Committee met in the Municipal Court Room of City Hall, Monday, October 10, 2016 at 9:00 a.m. The meeting was called to order by Mayor Karen Best.

2) Roll Call

Committee Members present were Donna Glotz, Kevin McConnell, Mayor Karen Best, and City Administrator, Bill Malinen.

Also present: Jan Fischer, Morgan Wermuth, Bob Smither, Kathy Olson, John Akers, Hillary Briand, Ted Martin, and Kimberly Cooper.

3) Acknowledgement of August 22, 2016 minutes.

The minutes of the August 22, 2016 were acknowledged on a motion by Donna Glotz, seconded by Kevin McConnell. Motion approved by a 4 to 0 count.

4) Update of New Employees.

Jan Fischer provided a list of New Hire names since the last HR Committee Meeting. The Committee discussed the list of new hires.

5) Discussion and Recommendation of the City's Health, Dental, and Vision Insurance Renewal.

John Akers presented the insurance plans the City plans to offer the employees for the 2017 Plan Year. He explained the differences between the insurance plan changes from the 2016 plan year and the 2017 plan year. He explained the City will be adding another plan option this year that will have a high deductible HSA plan available in addition to the traditional plan. The City will contribute the difference of what it pays to employees on the traditional plan into the HSA account for the high deductible plan. The Committee discussed what was presented. Mayor Karen Best made a motion to recommend the insurance package as presented to go to the Board of Alderman. Donna Glotz seconded the motion. Motion was approved by a 4 to 0 count.

6) Discussion of the 2018 H&W Incentive Requirements (to be met in 2017).

Jan Fischer shared another draft of the changes to the Health and Wellness Plan that he created with the help of the Cox Wellness Department and the Employee Human Resources Committee. He informed the Committee that the plan will be tracked electronically through Cox Health Express as the City is already paying for the use of the software with the online Annual Health Risk Assessments. The Committee discussed the plan that was presented. He shared that he plans on bringing the plan to the Department Heads and bringing it back to the Human Resources Committee once the Department Heads have had a chance to provide input.

7) Human Resources Manual Article 6 Update.

Jan Fischer informed the Committee that the Human Resources Department discovered that Article 6, Section 4 of the HR Manual had two section D bullet points. This section was in regards to hiring relatives at the City. The first D indicated that hiring of relatives in the same department would not be allowed. However, the second D allowed the City Administrator to review potential conflicts of interest and make those decisions. Bill Malinen made a motion to recommend removing the first D to the Board of Alderman with adding additional language to the second D bullet point indicating he will make a determination and such determination is final. Kevin McConnell seconded his motion. Motion was approved by a 4 to 0 count.

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HUMAN RESOURCES COMMITTEE

CITY OF BRANSON, MISSOURI

October 10, 2016

The Committee also discussed having Jan review Section C of Article 6, Section 4 to ensure that the City Administrator would be notified of relationships of individuals before the individuals are in a marriage relationship. Jan will be looking at the wording of the document and bringing that part up for discussion at a future meeting.

8) Human Resources Director's Report.

Jan Fischer updated the Committee on the plan for Open Enrollment for the 2017 plan year. He also gave an update on how the City Employee Health and Safety Fair was a success at the new location at the Convention Center. He informed the Committee that Tom Head and Kathy Olson have been selected to represent the City at the LAGERS conference at the end of October.

9) Adjourn.

A motion to Adjourn was made by Kevin McConnell, seconded by Donna Glotz. Motion approved by a 4 to 0 count.

MINUTES

HUMAN RESOURCES COMMITTEE

CITY OF BRANSON, MISSOURI

November 9, 2016

1) Call to Order

The Human Resources Committee met in the Municipal Court Room of City Hall, Wednesday, November 9, 2016 at 9:00 a.m. The meeting was called to order by Mayor Karen Best.

2) Roll Call

Committee Members present were Donna Glotz, Kevin McConnell, Mayor Karen Best, and City Administrator, Bill Malinen.

Also present: Jan Fischer, Morgan Wermuth, Bob Smither, Kathy Olson, and Kimberly Cooper.

3) Acknowledgement of October 10, 2016 minutes.

The minutes of the October 10, 2016 were acknowledged on a motion by Donna Glotz, seconded by Bill Malinen. Motion approved by a 4 to 0 count.

4) Update of New Employees.

Jan Fischer provided a list of New Hire names since the last HR Committee Meeting. The Committee discussed the list of new hires.

5) Discussion of the 2018 H&W Incentive Requirements (Employees will meet in 2017).

Jan Fischer shared another draft of the changes to the Health and Wellness Plan that he created with the help of the Cox Wellness Department, the Employee Human Resources Committee, and legal counsel. He informed the Committee that the plan will be tracked electronically through Cox Health Express as the City is already paying for the use of the software with the online Annual Health Risk Assessments. He shared that he plans on bringing the plan to the Department Heads and requested the Committee approve and recommend the basic structure of the plan to the Board of Alderman. He said that he would like to make minor changes after he gets the Department Head input but will not make any more major changes. Bill Malinen made a motion to recommend the basic structure of the plan to the Board of Alderman. Donna Glotz seconded the motion. Motion was approved by a 4 to 0 count.

7) Discussion of the Compensation Study and Selection Criteria for Comparative Municipalities.

Jan Fischer presented the Committee the list of municipalities and organizations that were used during the last Compensation Study and asked for their recommendations of what the City should focus on. Jan shared that T. L. Cox from Springsted suggested that the list of organizations should be kept down to a list of around 15 to ensure that the information is clear and concise. The committee discussed that they would like the main focus to be on regional employers and have a few organizations that are also tourist based. The Committee also discussed the timeline of the Compensation study. Jan also presented the Committee the packet of information that each employee will be responsible for completing. The Committee discussed the information.

8) Human Resources Director's Report.

Jan Fischer updated the Committee on the plan for selecting the City's next Assistant Police Chief. Jan reported the City's plan on facing the new Fair Labor Standards Act law increasing the Exempt wage to \$47,676.00. Jan also requested to have input on selecting a new meeting date and time for the 2017 meetings.

9) Adjourn.

A motion to Adjourn was made by Kevin McConnell, seconded by Donna Glotz. Motion approved by a 4 to 0 count.

TREE BOARD MEETING
September 7, 2016

12:30 p.m.
Planning & Development Conference Room

ROLL CALL

Members Present:	Chairperson Haston, Vice-Chairperson Harris Board Member Olson, Sorenson and Webster	
Members Absent:	None	
Staff Present:	Tara Norback	Planning Assistant/ Ex Officio Member
	Joel Hornickel	Planning and Development Director
	Kirby Dieterman	Stormwater Coordinator
	Matt Filice	Assistant City Engineer

DISCUSSION

3. Approve Minutes.

Motion: The motion by Harris and seconded by Olson to approve minutes.

Ayes: Chairperson Haston, Vice Chairperson Harris, Olson, Sorenson and Webster
Noes: None.
Abstain: None.
Absent: None

Motion to approve the June 29, 2016, minutes passed with a 5-0 vote.

4. Update regarding ongoing projects.

Ms. Norback updated the members regarding the September Beautification Award winner of Brookwood Inn. She stated it was their second award as they had won for the Savannah House hotel.

Mr. Hornickel updated the members regarding Gretna Road. He stated the Board had approved the first reading and the contractor wanted begin work as quickly as they could in order to be completed by the end of May 2017.

Vice-Chairperson Harris thanked Mr. Hornickel and Ms. Norback for their efforts with the Gretna Road Project.

5. Discussion of other planting projects.

Ms. Norback stated ArborFest would be in October and they had discussed previously to plant within North Beach Park. Discussion occurred regarding the variety of tree.

Motion: The motion by Vice-Chairperson Harris and seconded by Chairperson Haston to purchase trees for ArboFest at North Beach Park not to exceed \$200.

Ayes: Chairperson Haston, Vice Chairperson Harris, Olson, Sorenson and Webster
Noes: None.
Abstain: None.
Absent: None.

Ms. Norback stated the other planting project they had discussed were for two maple trees along the western edge of City Hall to replace one that was removed and to add shade to the parking lot.

Motion: The motion by Vice-Chairperson Harris and seconded by Board Member Olson to purchase trees for City Hall not to exceed \$400.

Ayes: Chairperson Haston, Vice Chairperson Harris, Olson, Sorenson and Webster

Noes: None.
Abstain: None.
Absent: None.

Ms. Norback stated other trees would be planted this fall for the retirement of Rick Davis and Pat Parnell from the Board of Aldermen.

6. Request for other items to be placed on future agendas.

Gretna Road project, updates for Downtown, and the 76 Revitalization.

Mr. Filice asked if the new trees downtown needed to be trimmed.

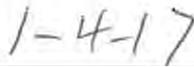
Chairperson Haston stated new trees should be trimmed after they were established, approximately one to two years after planting.

ADJOURNMENT

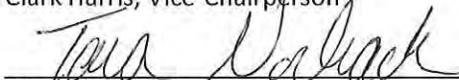
Motion by Board Member Olson and seconded by Vice-Chairperson Harris and unanimously carried to adjourn the meeting at 1:27 p.m.



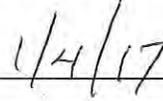
Clark Harris, Vice-Chairperson



Date



Tara Norback, Planning Assistant



Date

**Branson Board of Aldermen
Staff Report and Recommendation**

ITEM/SUBJECT: PRESENTATION OF PETITION FOR CONSENT OF ANNEXATION OF THE PROPERTY LOCATED AT 240 MEADOW RIDGE, UNIT 4, BRANSON, MISSOURI.

DATE: JANUARY 10, 2017

INITIATED BY: PLANNING & DEVELOPMENT 

CITY ADMINISTRATOR RECOMMENDATION:

Recommend accepting the petition as required by MO Statute.

W. Malmer

COMMUNITY PLAN 2030:

C7.1: Work with land owners of unincorporated property (islands within the city limits) less than one acre in size to annex their property.

STAFF REPORT:

A Petition Requesting Annexation has been received from Kathleen M. Voepel for the property located at 240 Meadow Ridge, Unit 4. This property is a single condominium unit within the Meadow Brook development. Staff has reviewed the file and determined that this property is contiguous with existing city limits. The Public Hearing concerning this petition has been scheduled for January 24, 2017. It is a statutory requirement that the Public Hearing cannot take place sooner than 14 days after the petition is presented to the Board of Aldermen. Any person wishing to speak in regards to the petition can do so at the Public Hearing. The final reading has been scheduled for February 14, 2017.

STAFF RECOMMENDATION:

Staff recommends accepting the petition.

PROPOSED MOTION:

Acknowledged receipt of petition under the Consent Agenda.

FINANCIAL REVIEW:

NA 

ATTACHED INFORMATION:

- 1) Vicinity Maps
- 2) Petition for Annexation
- 3) Annexation Application

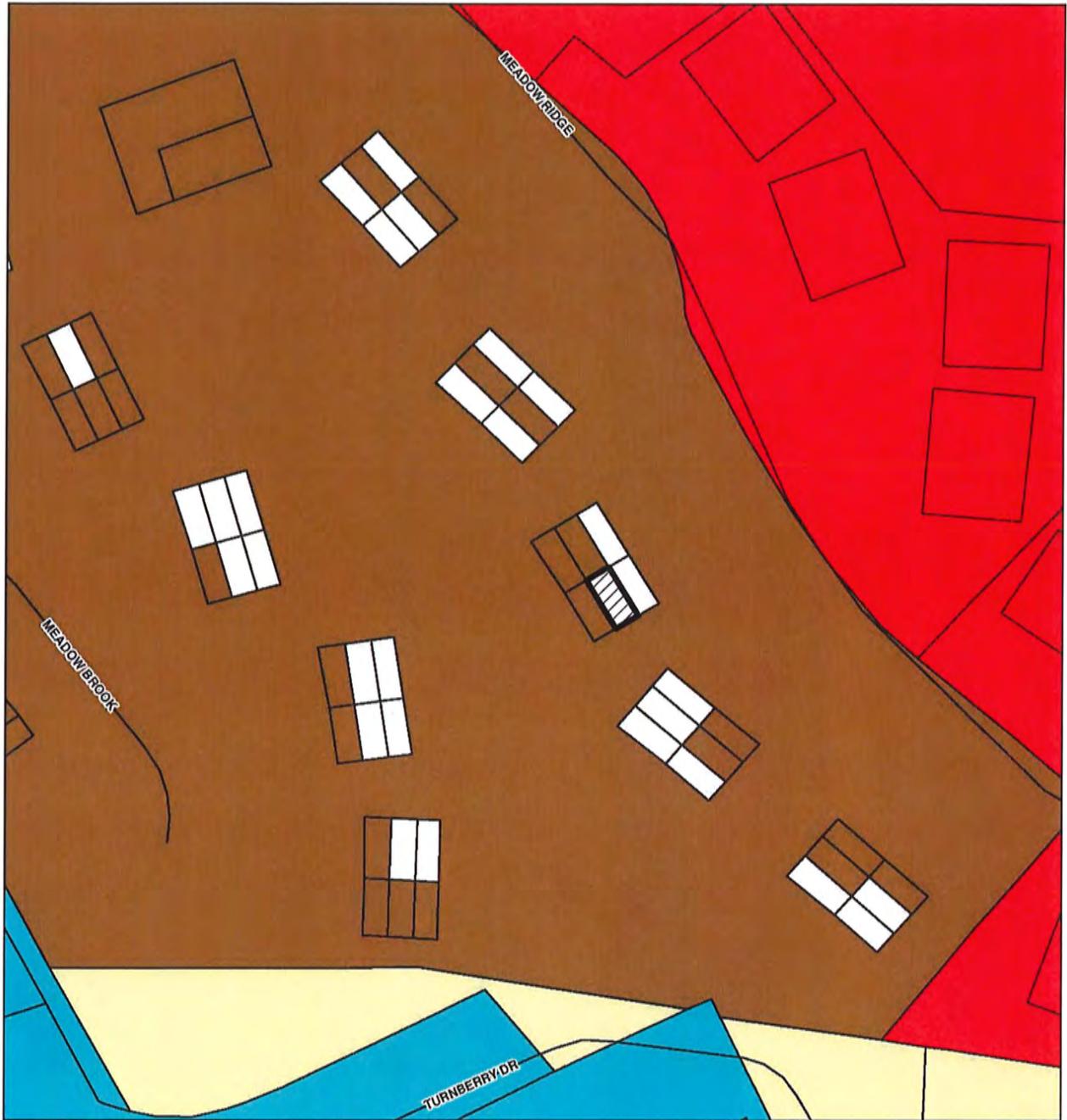


1 in = 65 ft

City of Branson
Planning & Development
December 2016

240 Meadow Ridge Unit 4





240 Meadow Ridge Unit 4



1 in = 65 ft

City of Branson
 Planning & Development
 December 2016

- | | | |
|---------------------|---------------------|-----------------------------|
| 240_Meadow_Ridge_#4 | Mobile Home Park | Agricultural |
| Single-Family | Commercial | Wilderness Area |
| Two-Family | Downtown | Unzoned |
| Multi-Family | Planned Development | Outside Branson City Limits |



CITY OF BRANSON
PLANNING & DEVELOPMENT
 110 W MADDUX ST, SUITE 215
 PHONE: (417) 337-8535
 FAX: (417) 334-2391

FOR OFFICE USE ONLY: Project No. 16-17.6
 FEE & CODE: \$347.00 ANNX
 DATE & INITIALS: 12/16 TH
 PAYMENT TYPE: CASH Receipt # _____
 CHECK # _____
 CREDIT CARD REF # _____
 PUBLIC NOTICE DATE: 1/14
TOTAL DUE PRIOR TO HEARING DATE
 PUBLIC HEARING DATE: 1/24/17 @ 7:00 PM

ANNEXATION APPLICATION

Applicant Name (Please Print): Kathleen M Voepel
 Applicant Address: 240 Meadow Ridge, Unit 4, Branson, MO 65616
 Phone Number: _____ Fax Number: _____ Email: _____

Applicant is requesting annexation of (please include a brief description of the property): _____
240 Meadow Ridge, Unit 4, Parcel #18-6.0-14-003-008-034.004

For the following property legally described herein and located at:

Street Address: 240 Meadow Ridge, Unit 4

REQUIRED INFORMATION TO BE INCLUDED BEFORE APPLICATION WILL BE ACCEPTED

Please attach a recent copy of the WARRANTY DEED/DEED OF TRUST

Restrictions: (Note: zoning WILL NOT supersede deed restriction(s), if any.)

- No deed restrictions
 A list of restrictions have been attached.

PROPERTY OWNER/AGENT INFORMATION

Cost associated with legal advertisement and neighbor notices shall be reimbursed to the City of Branson before an item can be considered at the Board of Aldermen meeting. Payment is due no later than one week prior to the scheduled meeting. If payment has not been received, the item may be withdrawn.

Owner's Name (Please Print): Kathleen M Voepel
 Owner's Address: 240 Meadow Ridge, Unit 4, Branson, MO 65616
 Phone Number: 417-699-8131 Fax Number: _____ Email: _____
 Owner's Signature: Kathleen M Voepel
 Printed Name: KATHLEEN M. VOEPEL

Agent's Name (Please Print): City of Branson, Planning and Development
 Agent's Address: 110 West Maddux St. Ste 215, Branson, MO 65616
 Phone Number: 417-337-8549 Fax Number: _____ Email: _____
 Agent's Signature: [Signature]
 Printed Name: JOEL HORNICKEL

ACKNOWLEDGMENT OF PROPERTY OWNER

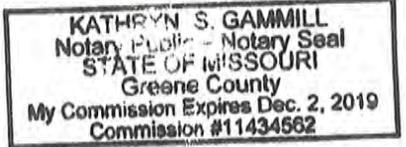
STATE OF Missouri)
) SS.
COUNTY OF Greene)

On this 29th day of November, 2016, before me personally appeared Kathleen M Voepel, to me known to be the person described in and who executed the foregoing application, and acknowledged that he/she executed the same as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Springfield, Missouri the day and year first above written.

/s/ Kathryn S. Gammill
Notary Public

My term expires Dec. 2, 2019



2016L26409
08/16/2016 11:58:05AM
REC FEE: \$27.00
NON-STD FEE:
PAGES: 2
REAL ESTATE DOCUMENT
TANEY COUNTY, MISSOURI
RECORDERS CERTIFICATION
ROBERT A. DIXON

CORPORATE WARRANTY DEED

FILE NO. 16-37417

THIS DEED, made and entered into this 15th day of August, 2016, by and between **Hays Casual & Western Wear, Inc., an Arkansas Corporation***, GRANTOR, in consideration of Ten Dollars and other valuable consideration to it paid by **Kathleen M. Voepel, a Single Person**, GRANTEE, whose mailing address is:

240 Meadow Ridge Lane, Bldg 8, Unit 4
Branson, MO 65616

the receipt of which is hereby acknowledged, and by virtue and pursuance of a Resolution of the Board of Directors of said Grantor, does by these presents, GRANT, BARGAIN, SELL, CONVEY AND CONFIRM unto the said Grantee, and their heirs and assigns, the following described Real Estate, situated in the County of Taney, State of Missouri, to wit:

UNIT 4, BUILDING 8, MEADOW BROOK CONDOMINIUMS, A CONDOMINIUM ACCORDING TO THE RECORDED PLAT THEREOF, FILED IN PLAT BOOK/SLIDE D, PAGE 228-233, TANEY COUNTY RECORDER'S OFFICE, TANEY COUNTY, MISSOURI AND ACCORDING TO THE DECLARATION OF CONDOMINIUM AND BY-LAWS THEREOF, TOGETHER WITH THE CORRESPONDING PERCENTAGE IN THE GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS APPURTENANT THERETO.

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

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 Grantee and unto its successors and assigns forever, the said Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the premises are free and clear of any encumbrances done or suffered by it or those under whom it claims; and that it will Warrant and Defend the title to the said premises unto Grantee, and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever, excepting however, the general taxes for the current calendar year, and thereafter, and special taxes becoming a lien after the date of this deed, and restrictions, easements and building set back lines of record, if any and zoning laws.

*Trustee's Warranty Deed recorded March 1, 2004, in Book 436, Page 707, incorrectly listed grantee as Hays, Inc.. Said entity has never existed and should have been listed as Hays Casual & Western Wear, Inc.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed by its President on August 11, 2016.

HAYS CASUAL & WESTERN WEAR, INC., AN ARKANSAS CORPORATION

By Terry Hays
Terry Hays, President

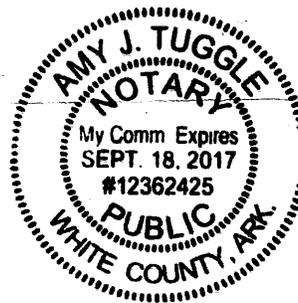
State of Arkansas)
County of White) SS

On August 11, 2016, before me appeared Terry Hays, to me personally known, who, being by me duly sworn, did say that he/she is the President of Hays Casual & Western Wear, Inc., an Arkansas Corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said President acknowledged said instrument to be the free act and deed of said corporation and that said corporation has no corporate seal.

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

Amy J. Tuggle
Notary Public

My commission expires: Sept 18 2017



**Branson Board of Aldermen
Staff Report and Recommendation**

ITEM/SUBJECT: PRESENTATION OF PETITION FOR CONSENT OF ANNEXATION FOR THE PROPERTY LOCATED AT 260 MEADOW RIDGE, UNIT 2, BRANSON, MISSOURI.

DATE: JANUARY 10, 2017

INITIATED BY: PLANNING & DEVELOPMENT 

CITY ADMINISTRATOR RECOMMENDATION:

Recommend accepting the petition as required by MO Statute.



COMMUNITY PLAN 2030:

C7.1: Work with land owners of unincorporated property (islands within the city limits) less than one acre in size to annex their property.

STAFF REPORT:

A Petition Requesting Annexation has been received from Melba London for the property located at 260 Meadow Ridge, Unit 2. This property is a single condominium unit within the Meadow Brook development. Staff has reviewed the file and determined that this property is contiguous with existing city limits. The Public Hearing concerning this petition has been scheduled for January 24, 2017. It is a statutory requirement that the Public Hearing cannot take place sooner than 14 days after the petition is presented to the Board of Aldermen. Any person wishing to speak in regards to the petition can do so at the Public Hearing. The final reading has been scheduled for February 14, 2017.

STAFF RECOMMENDATION:

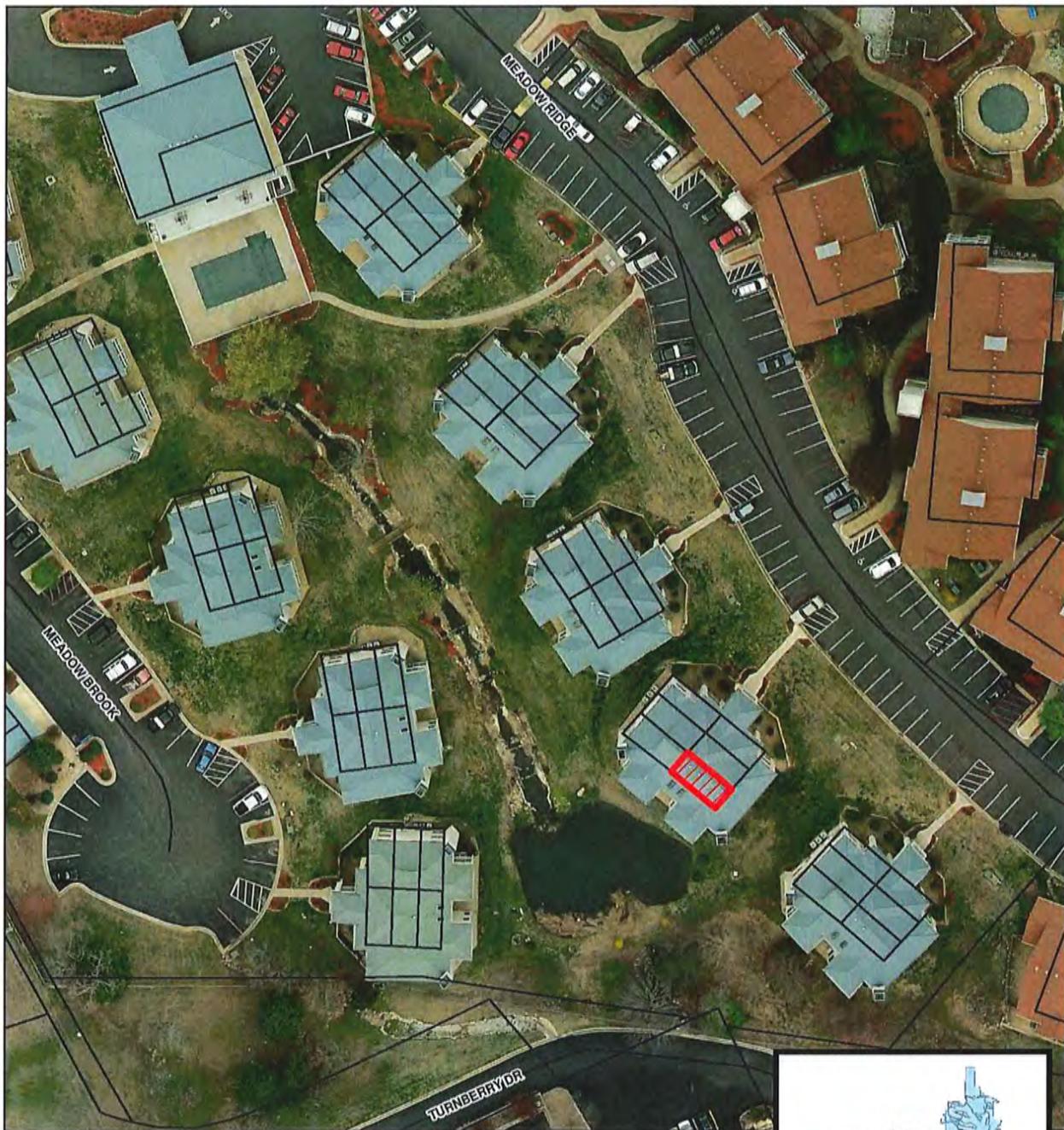
Staff recommends accepting the petition.

PROPOSED MOTION:

Acknowledged receipt of the petition under the Consent Agenda.

FINANCIAL REVIEW: NA 

ATTACHED INFORMATION: 1) Vicinity Maps
2) Petition for Annexation
3) Annexation Application

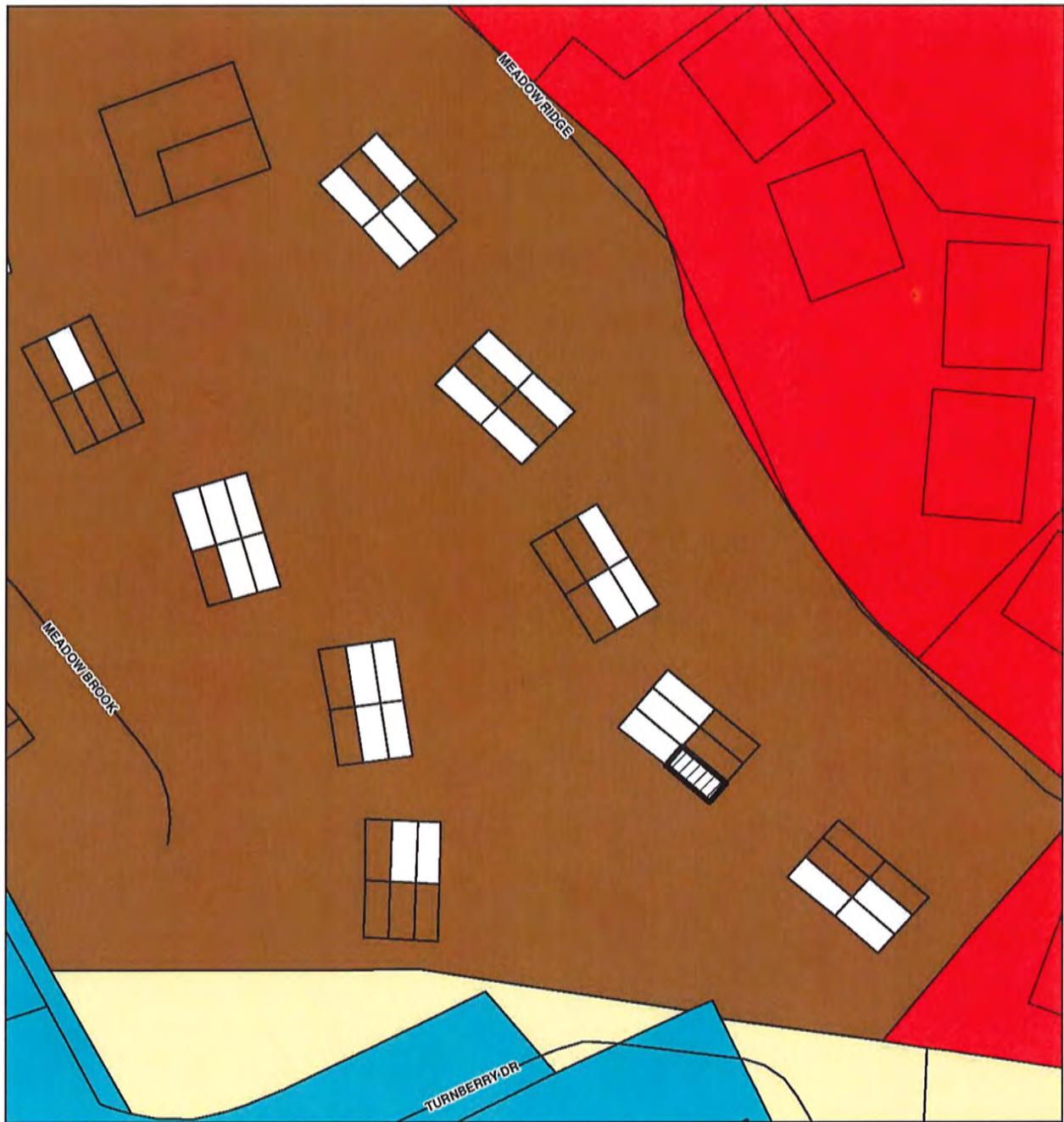


1 in = 65 ft

City of Branson
Planning & Development
December 2016

260 Meadow Ridge Unit 2





260 Meadow Ridge Unit 2



1 in = 65 ft

City of Branson
 Planning & Development
 December 2016

- | | | |
|---------------------|---------------------|-----------------------------|
| 260_Meadow_Ridge_#2 | Mobile Home Park | Agricultural |
| Single-Family | Commercial | Wilderness Area |
| Two-Family | Downtown | Unzoned |
| Multi-Family | Planned Development | Outside Branson City Limits |



CITY OF BRANSON
PLANNING & DEVELOPMENT
 110 W MADDUX ST, SUITE 215
 PHONE: (417) 337-8535
 FAX: (417) 334-2391

FOR OFFICE USE ONLY: Project No. 16-17.7
 FEE & CODE: \$347.00 ANNX
 DATE & INITIALS: 12/16 TN
 PAYMENT TYPE: CASH Receipt # _____
 CHECK # _____
 CREDIT CARD REF # _____
 PUBLIC NOTICE DATE: 1/14
TOTAL DUE PRIOR TO HEARING DATE
 PUBLIC HEARING DATE: 1/24/17 @ 7:00 PM

ANNEXATION APPLICATION

Applicant Name (Please Print): Melba London

Applicant Address: 135 Summerbrooke Ln, Branson, MO 65616

Phone Number: _____ Fax Number: _____ Email: _____

Applicant is requesting annexation of (please include a brief description of the property): _____
260 Meadow Ridge, Unit 2, Parcel #18-6.0-14-003-008-035.002

For the following property legally described herein and located at:

Street Address: 260 Meadow Ridge, Unit 2

REQUIRED INFORMATION TO BE INCLUDED BEFORE APPLICATION WILL BE ACCEPTED

Please attach a recent copy of the WARRANTY DEED/DEED OF TRUST

Restrictions: (Note: zoning WILL NOT supersede deed restriction(s), if any.)

- No deed restrictions
- A list of restrictions have been attached.

PROPERTY OWNER/AGENT INFORMATION

Cost associated with legal advertisement and neighbor notices shall be reimbursed to the City of Branson before an item can be considered at the Board of Aldermen meeting. Payment is due no later than one week prior to the scheduled meeting. If payment has not been received, the item may be withdrawn.

Owner's Name (Please Print): Melba London

Owner's Address: 135 Summerbrooke Ln, Branson, MO 65616

Phone Number: _____ Fax Number: _____ Email: _____

Owner's Signature: Melba London

Printed Name: Melba London

Agent's Name (Please Print): City of Branson, Planning and Development

Agent's Address: 110 West Maddux St. Ste 215, Branson, MO 65616

Phone Number: 417-337-8549 Fax Number: _____ Email: _____

Agent's Signature: [Signature]

Printed Name: Joel Horniche

ACKNOWLEDGMENT OF PROPERTY OWNER

STATE OF Missouri)
) SS.
COUNTY OF Taney)

On this 29 day of Nov, 20 16, before me personally appeared Melba London, to me known to be the person described in and who executed the foregoing application, and acknowledged that he/she executed the same as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Branson, MO the day and year first above written.

/s/ Julie M Lindstrom
Notary Public

My term expires 10-15-2018

JULIE M. LINDSTROM
Notary Public - Notary Seal
STATE OF MISSOURI
Stone County
My Commission Expires Oct. 15, 2018
Commission #14395823

2016L25047
08/09/2016 09:58:51AM
REC FEE: \$27.00
NON-STD FEE:
PAGES: 2
REAL ESTATE DOCUMENT
TANEY COUNTY, MISSOURI
RECORDERS CERTIFICATION
ROBERT A. DIXON

GENERAL WARRANTY DEED

File #: 16-37143

THIS DEED made and entered into this 8th day of August, 2016 by and between **Ly Tran and Thuong Dang, wife and husband**, Grantor, and **Melba London, a single person**, Grantee, whose mailing address is:

135 Summerbrook Lane
Branson MO 65616

For and in consideration of the sum of Ten Dollars and other valuable considerations paid by the said Grantee, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said Grantee, the following described Real Estate, situated in the County of Taney, State of Missouri, to wit:

UNIT 2, BUILDING 9, MEADOW BROOK CONDOMINIUMS, AS PER THE RECORDED PLAT THEREOF, RECORDED IN PLAT BOOK/SLIDE D-228-233, TANEY, COUNTY, MISSOURI, TOGETHER WITH THE CORRESPONDING PERCENTAGE IN THE GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS APPURTENANT THERETO.

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

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 Grantee and unto its successors and assigns forever, the said Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the premises are free and clear of any encumbrances done or suffered by it or those under whom it claims; and that it will Warrant and Defend the title to the said premises unto Grantee, and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever, excepting however, the general taxes for the current calendar year, and thereafter, and special taxes becoming a lien after the date of this deed, and restrictions, easements and building set back lines of record, if any and zoning laws.

IN WITNESS WHEREOF, the said Grantor has/have hereunto set their hand(s) the day and year first above written.



Ly Tran

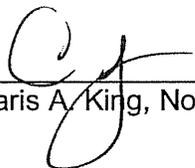


Thuong Dang

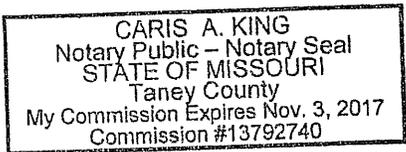
State of Missouri)
) SS
County of Taney)

On August 8, 2016, before me personally appeared Ly Tran and Thuong Dang, wife and husband, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

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



Caris A. King, Notary Public



My commission expires: 11/3/17

2016L25048
08/09/2016 09:58:51AM
REC FEE: \$27.00
NON-STD FEE:
PAGES: 2
REAL ESTATE DOCUMENT
TANEY COUNTY, MISSOURI
RECORDERS CERTIFICATION
ROBERT A. DIXON

BENEFICIARY DEED

16-37143

CURRENT MAILING ADDRESS OF THE OWNERS OF THE REAL ESTATE TO WHOM ASSESSMENT NOTICE, TAX BILLS, AND OTHER CORRESPONDENCE SHOULD BE SENT:
135 Summerbrooke Lane Branson MO 65616

This Beneficiary Deed, made this 8 day of August, 2016, wherein **Melba London, a single person, of Taney County, Missouri, Grantor**, as a gift and without consideration does by these presents GRANT AND ASSIGN, CONVEY AND CONFIRM unto the following **Grantee Beneficiary** and his lineal descendants *per stirpes* who survive the death of the aforesaid Grantor/Owner:

Bobby London, a single person, Grantee, whose mailing address is 135 Summerbrooke Lane Branson MO 65616;

all of her interest in and to the following described real estate, situated in the County of Taney, State of Missouri:

UNIT 2, BUILDING 9, MEADOW BROOK CONDOMINIUMS, AS PER THE RECORDED PLAT THEREOF, RECORDED IN PLAT BOOK/SLIDE D-228-233, TANEY, COUNTY, MISSOURI, TOGETHER WITH THE CORRESPONDING PERCENTAGE IN THE GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS APPURTENANT THERETO.

To have and to hold the same, together with all rights and appurtenances to the same belonging, unto the said Grantee Beneficiary and substitutes and his heirs and assigns forever.

This Beneficiary Deed is executed pursuant to Section 461.025, R.S.Mo. This deed shall not take effect to convey title to the above-described real estate until Grantor's/Owner's death. This deed is subject to revocation and change by Grantor in the manner provided by law.

IN WITNESS WHEREOF, Grantor executes this Beneficiary Deed on the day and year first above written.


Melba London

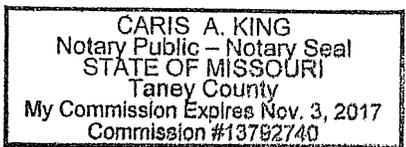
STATE OF MISSOURI)
) ss.
COUNTY OF TANEY)

On this ____ day of August, 2016, before me personally appeared **Melba London, a single person**, known to be the Grantor described in and who executed the foregoing Beneficiary Deed and acknowledge that she executed the same as her free act and deed and that the statements contained therein are true and correct to the best of her knowledge, information and belief.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Taney Co, Missouri, the day and year first above written.

CARIS A. KING
Notary Public

My Commission Expires: 11/3/17



**Branson Board of Aldermen
Staff Report and Recommendation**

ITEM/SUBJECT: READING OF A BILL AMENDING THE ADOPTED 2016 BUDGET FOR THE CITY OF BRANSON, TO ADJUST MONIES FOR THE WATERFALL IN THE DEBT SERVICE FUND.

FIRST READING: DECEMBER 13, 2016 **FINAL READING:** JANUARY 10, 2017

INITIATED BY: FINANCE DEPARTMENT

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.



STRATEGIC GOAL/COMPREHENSIVE PLAN:

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.

STAFF REPORT:

Per Branson Code (Sec. 2-418, Budget Modification), any increase in appropriation within a budgeted fund shall require the approval of the Board of Aldermen. The proposed changes to the 2016 Budget are indicated by the following budget amendment

Due to the Waterfall requirements on the Branson Landing Bonds, an additional \$400,129 in excess funds is being transferred to the 2011A bond. The overall effect on the budget due to this amendment will increase the expenditures by \$400,129 and will also increase the revenues by \$400,129. The total waterfall for the year including the previous budget amendment will be \$1,540,466. There will be no monetary effect on the overall budget.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: Various Accounts
ATTACHED INFORMATION:

BILL NO. 5097

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ADOPTED 2016 BUDGET FOR THE CITY OF BRANSON, TO ADJUST MONIES FOR THE WATERFALL IN THE DEBT SERVICE FUNDS.

WHEREAS, on November 24, 2015 the City of Branson adopted the 2016 Budget by Ordinance No. 2015-0143; and

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 Debt Service Funds in the 2016 budget.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, THAT THE 2016 BUDGET FOR THE CITY OF BRANSON IS HEREBY AMENDED AS FOLLOWS:

Section 1: The following amendment is authorized to transfer funds within the 2016 budget of the Debt Service Funds.

	<u>Increase</u>
165-1095-510.9160 (Transfer out to 2011A-Branson Meadows)	\$400,129
160-0000-499.4165 (Transfer in from Branson Landing)	(\$400,129)

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 _____, 2016.

Read, this second time, passed and truly agreed to by the Board of Aldermen of City of Branson, Missouri this _____ day of _____, 2017.

Karen Best
Mayor

ATTEST:

APPROVED AS TO FORM:



Lisa K Westfall
City Clerk

William T. Duston
City Attorney

**Branson Board of Aldermen
Staff Report and Recommendation**

ITEM/SUBJECT: READING OF A BILL AMENDING THE ADOPTED 2016 BUDGET FOR THE CITY OF BRANSON, TO ADJUST MONIES FOR AN ADDITIONAL PAYMENT IN THE DEBT SERVICE FUND FOR THE MANDATORY REDEMPTION.

FIRST READING: DECEMBER 13, 2016 **FINAL READING:** JANUARY 10, 2017

INITIATED BY: FINANCE DEPARTMENT

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.



STRATEGIC GOAL/COMPREHENSIVE PLAN:

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.

STAFF REPORT:

Per Branson Code (Sec. 2-418, Budget Modification), any increase in appropriation within a budgeted fund shall require the approval of the Board of Aldermen. The proposed changes to the 2016 Budget are indicated by the following budget amendment

Due to the Waterfall requirements on the Branson Shoppes Bonds, \$805,000 in excess funds is being used to pay an additional principle payment.

The overall effect on the budget due to this amendment will increase the expenditures by \$805,000. The money for this waterfall was already accounted for through the Branson Shoppes Project account in our debt service fund. The total amount including the previous approved budget amendment for this year is \$1,185,000.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: 170-0710-510.8001

ATTACHED INFORMATION:

BILL NO. 5098

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ADOPTED 2016 BUDGET FOR THE CITY OF BRANSON, TO ADJUST MONIES FOR AN ADDITIONAL PAYMENT IN THE DEBT SERVICE FUND FOR THE MANDATORY REDEMPTION.

WHEREAS, on November 24, 2015 the City of Branson adopted the 2016 Budget by Ordinance No. 2015-0143; and

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 Debt Service Fund in the 2016 budget.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, THAT THE 2016 BUDGET FOR THE CITY OF BRANSON IS HEREBY AMENDED AS FOLLOWS:

Section 1: The following amendment is authorized to transfer funds within the 2016 budget of the Debt Service Fund.

	<u>Increase</u>
170-0710-510-80-01 (Waterfall step to pay additional principle)	\$805,000
Unreserved Fund Balance	(\$805,000)

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 _____, 2016.

Read, this second time, passed and truly agreed to by the Board of Aldermen of City of Branson, Missouri this _____ day of _____, 2017.

Karen Best
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

 12-7-14

William T. Duston
City Attorney

BILL NO. 5099

**Branson Board of Aldermen
Staff Report and Recommendation**

ITEM/SUBJECT: READING OF A BILL AMENDING CHAPTER 50 SECTIONS 50-2, 50-102, AND 50-103 OF THE BRANSON MUNICIPAL CODE PERTAINING TO FAIR HOUSING.

FIRST READING: DECEMBER 13, 2016

FINAL READING: DECEMBER 20, 2016

INITIATED BY: FINANCE

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.



BRANSON COMMUNITY PLAN 2030:

Housing (H) 1.2.1 Encourage public and private, for-profit and non-profit sectors to take actions to develop and maintain an adequate supply of single-family, multi-family and manufactured housing.

STAFF REPORT:

This code amendment updates the municipal code chapter addressing Human Relations. This completes the requirements related to the 2011 Community Development Block Grant buyout of properties located in a designated flood plain along Lake Taneycomo.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: N/A

ATTACHED INFORMATION:

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3
4 AN ORDINANCE AMENDING CHAPTER 50 OF THE BRANSON MUNICIPAL CODE
5 PERTAINING TO FAIR HOUSING.
6

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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 Sections 50-2 – *Definitions*, 50-102 – *Unlawful housing practices*, and 50-103
17 – *Discrimination in commercial real estate loans* of the Branson Municipal Code is
18 hereby amended to read as follows:
19

20 Sec. 50-2. Definitions.

21
22 The following words, terms and phrases, when used in this chapter, shall have the meanings
23 ascribed to them in this section, except where the context clearly indicates a different meaning.
24 For general definitions and rules of construction applicable throughout this Code, see section 1-
25 2.

26 **Aggrieved person means any person who is attempting to provide housing for himself**
27 **or his family in the city.**

28 Complainant means a person who has filed a complaint with the human rights commission
29 alleging that another person has engaged in a prohibited discriminatory practice.

30 Covered multifamily dwelling means buildings consisting of four or more units if such
31 buildings have one or more elevators; and ground floor units in other buildings consisting of four
32 or more units.

33 Disability means a physical or mental impairment which substantially limits one or more of
34 a person's major life activities, being regarded as having such an impairment, or a record of
35 having such an impairment, which with or without reasonable accommodation does not interfere
36 with performing the job, utilizing the place of public accommodation, or occupying the dwelling
37 in question. For purposes of this chapter, the term "disability" does not include current illegal use
38 of or addiction to a controlled substance as such term is defined by RSMo 195.010; however, a
39 person may be considered to have a disability if that person:

- 40 (1) Has successfully completed a supervised drug rehabilitation program and is no longer
41 engaging in the illegal use of, and is not currently addicted to, a controlled substance or
42 has otherwise been rehabilitated successfully and is no longer engaging in such use and
43 is not currently addicted;

44 (2) Is participating in a supervised rehabilitation program and is no longer engaging in
45 illegal use of controlled substances; or

46 (3) Is erroneously regarded as currently illegally using, or being addicted to, a controlled
47 substance.

48 Discrimination means any unfair treatment based on race, color, religion, national origin,
49 ancestry, sex, age as it relates to employment, disability, or familial status as it relates to housing.

50 Familial status means one or more individuals who have not attained the age of 18 years
51 being domiciled with:

52 (1) A parent or another person having legal custody of such individual; or

53 (2) The designee of such parent or other person having such custody, with the written
54 permission of such parent or other person.

55 The protection afforded against discrimination on the basis of familial status shall apply to any
56 person who is pregnant or is in the process of securing legal custody of any individual who has
57 not attained the age of 18 years.

58 Housing for older persons.

59 (1) The term "housing for older persons" means housing:

60 a. Provided under any state or federal program that the human rights commission
61 determines is specifically designed and operated to assist elderly persons, as
62 defined in the state or federal program;

63 b. Intended for, and solely occupied by, persons 62 years of age or older; or

64 c. Intended and operated for occupancy by at least one person 55 years of age or older
65 per unit.

66 (2) Housing qualifies as housing for older persons under this chapter if:

67 a. The housing has significant facilities and services specifically designed to meet the
68 physical or social needs of older persons, or if the provision of such facilities and
69 services is not practicable, that such housing is necessary to provide important
70 housing opportunities for older persons;

71 b. At least 80 percent of the units are occupied by at least one person 55 years of age
72 or older per unit; and

73 c. The owner or manager of the housing has published and adhered to policies and
74 procedures which demonstrate an intent by the owner or manager to provide
75 housing for persons 55 years of age or older.

76 Places of public accommodation means all places or businesses offering or holding out to
77 the general public, goods, services, privileges, facilities, advantages or accommodations for the
78 peace, comfort, health, welfare and safety of the general public or such public places providing
79 food, shelter, recreation and amusement, including, but not limited to:

80 (1) Any inn, hotel, motel, or other establishment which provides lodging to transient guests,
81 other than an establishment located within a building which contains not more than five

82 rooms for rent or hire and which is actually occupied by the proprietor of such
83 establishment as his residence;

84 (2) Any restaurant, cafeteria, lunchroom, lunch counter, soda fountain, or other facility
85 principally engaged in selling food for consumption on the premises, including, but not
86 limited to, any such facility located on the premises of any retail establishment;

87 (3) Any gasoline station, including all facilities located on the premises of such gasoline
88 station and made available to the patrons thereof;

89 (4) Any motion picture house, theater, concert hall, sports arena, stadium, or other place of
90 exhibition or entertainment;

91 (5) Any public facility owned, operated, or managed by or on behalf of this state or any
92 agency or subdivision thereof, or any public corporation; and any such facility
93 supported in whole or in part by public funds;

94 (6) Any establishment which is physically located within the premises of any establishment
95 otherwise covered by this definition or within the premises of which is physically
96 located any such covered establishment, and which holds itself out as serving patrons of
97 such covered establishment.

98 Rent includes to lease, to sublease, to let and otherwise to grant for consideration the right to
99 occupy premises not owned by the occupant.

100 Respondent means a person who is alleged to have engaged in a prohibited discriminatory
101 practice in a complaint filed with the human rights commission.

102 Unlawful discriminatory practice means any act that is unlawful under this chapter.

103
104 Sec. 50-102. – Unlawful housing practices.

105
106 (a) It shall be an unlawful housing practice:

107 (1) To refuse to sell or rent after the making of a bona fide offer, to refuse to negotiate for
108 the sale or rental of, or to deny or otherwise make unavailable a dwelling to any person
109 because of race, color, religion, national origin, ancestry, sex, disability or familial
110 status **of any person**.

111 (2) To discriminate against any person in the terms, conditions, or privileges of sale or
112 rental of a dwelling, or in the provision of services or facilities in connection therewith,
113 because of race, color, religion, national origin, ancestry, sex, disability, or familial
114 status.

115 (3) To make, print, or publish, or cause to be made, printed, or published any notice,
116 statement or advertisement, with respect to the sale or rental of a dwelling, that indicates
117 any preference, limitation, or discrimination based on race, color, religion, national
118 origin, ancestry, sex, disability, or familial status, or an intention to make any such
119 preference, limitation, or discrimination.

120 (4) To represent to any person because of race, color, religion, national origin, ancestry,
121 sex, disability, or familial status that any dwelling is not available for inspection, sale,
122 or rental when such dwelling is in fact so available.

123 (5) **For profit,** ~~to~~ induce or attempt to induce any person to sell or rent any dwelling by
124 representations regarding the entry or prospective entry into the neighborhood of
125 persons of a particular race, color, religion, national origin, ancestry, sex, disability, or
126 familial status.

127 (6) ~~To discriminate in the sale or rental, or to otherwise make unavailable or deny, a~~
128 ~~dwelling to any buyer or renter because of a disability of:~~

129 a. ~~That buyer or renter;~~

130 b. ~~A person residing in or intending to reside in that dwelling after it is so sold, rented,~~
131 ~~or made available; or~~

132 c. ~~Any person associated with that buyer or renter.~~

133 **Discriminate in the sale or rental of housing on the basis of a handicap of that**
134 **buyer or renter; a person residing in or intending to reside in that dwelling after it**
135 **is so sold, rented or made available; or any person associated with that buyer or**
136 **renter. The design and construction of new multi-family dwellings containing four**
137 **or more units is required to meet certain adaptability and accessibility**
138 **requirements in accordance with Section 804 of the 1988 Fair Housing**
139 **Amendments Act.**

140 (7) ~~To discriminate against any person in the terms, conditions, or privileges of sale or~~
141 ~~rental of a dwelling, or in the provision of services or facilities in connection with such~~
142 ~~dwelling, because of a disability of:~~

143 a. ~~That person;~~

144 b. ~~A person residing in or intending to reside in that dwelling after it is so sold, rented,~~
145 ~~or made available; or~~

146 c. ~~Any person associated with that person.~~

147 **Discriminate in the sale or rental of housing on the basis of familial status or**
148 **because a family has children, exempting certain types of buildings that house**
149 **older persons (e.g. Section 202 housing) in accordance with Section 807 of the 1988**
150 **Fair Housing Amendments Act.**

151 (b) For purposes of this division, discrimination includes:

152 (1) A refusal to permit, at the expense of the disabled person, reasonable modifications of
153 existing premises occupied or to be occupied by such person if such modifications may
154 be necessary to afford such person full enjoyment of the premises, except that, in the
155 case of a rental, the landlord may, where it is reasonable to do so, condition permission
156 for a modification on the renter's agreeing to restore the interior of the premises to the
157 condition that existed before the modification, reasonable wear and tear excepted;

158 (2) A refusal to make reasonable accommodations in rules, policies, practices, or services,
159 when such accommodations may be necessary to afford such person equal opportunity
160 to use and enjoy a dwelling; or

161 (3) In connection with the design and construction of covered multifamily dwellings for
162 first occupancy after March 13, 1991, a failure to design and construct those dwellings
163 in such a manner that:

- 164 a. The public use and common use portions of such dwellings are readily accessible to
165 and usable by disabled persons;
- 166 b. All the doors designed to allow passage into and within all premises within such
167 dwellings are sufficiently wide to allow passage by disabled persons in
168 wheelchairs; and
- 169 c. All premises within such dwellings contain the following features of adaptive
170 design:
- 171 1. An accessible route into and through the dwelling;
- 172 2. Light switches, electrical outlets, thermostats, and other environmental controls
173 in accessible locations;
- 174 3. Reinforcements in bathroom walls to allow later installation of grab bars; and
- 175 4. Usable kitchens and bathrooms such that an individual in a wheelchair can
176 maneuver about the space.
- 177 (c) Compliance with the appropriate requirements of the American National Standard for
178 Buildings and Facilities providing accessibility and usability for physically disabled people,
179 commonly cited as ANSI A117.1, suffices to satisfy the requirements of subsection (b)(3) of
180 this section.

181 (Code 1996, § 290.060; Code 2005, § 50-101)

182 **State Law reference**— Unlawful housing practices, RSMo 213.040.

183 Sec. 50-103. - Discrimination in commercial real estate loans.

184

185 It shall be unlawful for any bank, building and loan association, insurance company or other
186 corporation, association, firm or enterprise whose business consists in whole or in part in the
187 making of commercial real estate loans to deny a loan **to a person applying therefore for the**
188 **purpose of purchasing, constructing, repairing or maintaining a dwelling, or to**
189 **discriminate against any person in the fixing of the amount or conditions of such loan, or**
190 ~~other financial assistance~~ because of race, color, religion, national origin, ancestry, sex, disability
191 or familial status **of such person or of any person therein associated in connection with such**
192 **financing.** ~~to a person applying therefor for the purpose of purchasing, constructing, improving,~~
193 ~~repairing, or maintaining a dwelling, or to discriminate against him in fixing of the amount,~~
194 ~~interest rate, duration or other terms or conditions of such loan or other financial assistance,~~
195 ~~because of the race, color, religion, national origin, ancestry, sex, disability, or familial status of~~
196 ~~such person or of any person associated with him in connection with such loan or other financial~~
197 ~~assistance, or of the present or prospective owners, lessees, tenants, or occupants of the dwellings~~
198 ~~in relation to which such loan or other financial assistance is to be made or given.~~

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

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

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

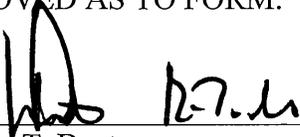
Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri on this _____ day of _____, 20__.

Karen Best
Mayor

ATTEST:

Lisa K Westfall
City Clerk

APPROVED AS TO FORM:



William T. Duston
City Attorney

BILL NO. 5100

**Branson Board of Aldermen
Staff Report and Recommendation**

ITEM/SUBJECT: READING OF A BILL ACCEPTING THE PROPOSAL OF AFFINITY CHEMICAL, LLC. FOR THE PURCHASE OF OPERATIONAL CHEMICALS USED IN THE CITY'S WASTEWATER TREATMENT PROCESSES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

FIRST READING: DECEMBER 8, 2016

FINAL READING: JANUARY 10, 2017

INITIATED BY: UTILITIES DEPARTMENT

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.



BRANSON COMMUNITY PLAN 2030:

El-3: Water. The City will continually protect its water resources in order to maintain water quality of streams and aquifers.

STAFF REPORT:

Three bids were received on October 25, 2016, for the purchase of Aluminum Sulfate to be used in the City's wastewater treatment for the phosphorus removal process.

Staff recommends bid award and purchase of this chemical from Affinity Chemical, LLC. as low bidder meeting specifications.

This chemical was rebid as the company that received this bid chose not to renew their existing contract at expiration. Therefore the chemical was rebid. Total cost is not to exceed \$61,000. Contained in this contract with Affinity is the option for two additional contract renewal periods with the stipulation to maintain or lower the unit cost.

Funds are budgeted in the 2017 wastewater operational budget to cover the cost of this purchase.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: 620-4420-570.40-15

ATTACHED INFORMATION:

BILL NO. 5100

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE PROPOSAL OF AFFINITY CHEMICAL, LLC FOR THE PURCHASE OF OPERATIONAL CHEMICALS USED IN THE CITY'S WASTEWATER TREATMENT PROCESSES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson advertised for bid for aluminum sulfate chemical for the City of Branson Utilities Department; and

WHEREAS, of the bids which were received, Affinity Chemical, LLC 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, MISSOURI, AS FOLLOWS:

Section 1: The Board of Aldermen hereby accepts the bid of Affinity Chemical, LLC pertaining to purchase of aluminum sulfate chemical for the City of Branson Utilities Department in the total amount not to exceed \$61,000.00 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 _____, 2016.

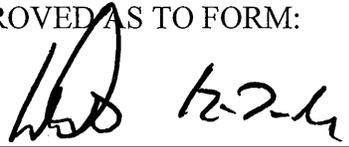
Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this _____ day of _____, 2016.

Karen Best
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk



William T. Duston
City Attorney

SERVICES CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 20____, by and between the City of Branson, Missouri (the "City") and Affinity Chemical, LLC ("Service Provider").

WITNESSETH:

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

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

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

1. **Scope Of Work.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities hereinafter set forth in **Exhibit A**.
2. **Addition to Work.** The City and the Service Provider may amend the scope of work set forth in **Exhibit A**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7B of this contract. Any amendments shall be in written form and prepared and approved by the appointed City Officials and countersigned by the Service Provider.
3. **Exchange of Data.** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.
4. **Payment for Labor and Materials.** The Service Provider agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Service Provider. All of the work required hereunder will be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.
5. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. **The initial term of the contract will be from a date beginning on the execution date of this contract to a date ending December 31, 2017, with the option to renew for up to two (2) additional successive one-year terms at the same unit price(s) or a lower unit price as offered at the time of renewal by Service Provider. Each additional year will require a contract and Board approval. The Service Provider may decline renewal of the contract by providing the City written notice at least one hundred twenty (120) days prior to the end of the contract term, or extensions thereto. The contract shall not bind, nor purport to bind, the City to renew beyond the original term unless written approval is provided by the City.**

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 **Sixty One Thousand Dollars (\$61,000.00)**, all of which is dependent upon budget appropriations.

8. **Termination of Contract.**

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

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

(30) day requirement and to shorten the time for notice of termination, in the event of termination in the absence of breach.

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

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

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

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

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

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

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

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

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

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

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

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

A. General Liability Insurance with a company authorized to do business in the State of Missouri with limits of liability not less than Two Million Seven Hundred Thirty Four Thousand Five Hundred Sixty Seven Dollars (\$2,734,567.00) 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 Seven Hundred Thirty Four Thousand Five Hundred Sixty Seven Dollars (\$2,734,567.00) per occurrence for personal injuries (including death). The City of Branson must be named as an additional insured.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SERVICE PROVIDER:

CITY OF BRANSON, MISSOURI

By: Matthew Reichl
(Signature)

Karen Best
Mayor

Name: Matthew Reichl
(Printed Name)

ATTEST:

Title: Marketing Analyst

Lisa K Westfall
City Clerk

Company Name: Affinity Chemical, LLC

Address: P.O. Box 601298

Dallas, TX 75360

Phone: (973) 908-8035

APPROVED AS TO FORM:

E-Mail: mreichl@affinitychemical.com

William T. Duston
City Attorney

Tax ID: 27-4986522

Affinity Chemical, LLC
PO Box 601298
Dallas, TX 75360

SCOPE OF WORK

1. Purpose: Affinity Chemical agrees to provide water/wastewater treatment chemicals for the period of January 1, 2017 through December 31, 2017 prices must remain firm through the contract period.
2. General Requirements:
 - 2.1 All gases and chemicals must be of acceptable quality.
 - 2.2 Samples will be taken from each individual load of liquid aluminum sulfate upon delivery. Any sample taken which indicates solids separation of the product will result in **immediate rejection** of the load. Affinity Chemical at no expense to the City shall remove any solids buildup in the City's bulk storage tanks as a result of the product supplied, other than items requiring routine maintenance.
 - 2.3 All pricing must include shipping costs* and the waiving of all cylinder, drum, and carboy deposits.
 - 2.4 All chemicals must be priced by the pound (as applicable on a dry weight basis), or gallon according to the basis shown on the pricing page including all shipping costs* for product delivered to various plants located in Branson, MO. (* Shipping costs shall include all cost related to the delivery and unloading of product to the proper place in the various locations, additions i.e. fuel surcharges, handling fees etc. will not be accepted.)
 - 2.5 **Companies delivering and unloading product on City property using their own trucks and/or subcontracting through a contract hauler are subject to the insurance requirements outlined in section 16 of the Terms and Conditions.**
 - 2.6 Quantities given are estimated usage only and may be more or less depending upon demand. The City will pay only for the actual quantities ordered and received. Prices shall be as specified on the pricing page regardless of actual quantities ordered.
 - 2.7 Current MSDS sheets must be furnished prior to receipt of the first shipment of product awarded in this contract.

Type
Aluminum Sulfate 17% (Liquid) Bulk
Manufactured from virgin materials
(Pricing must be on dry weight basis)

Estimated Usage
624,000 lbs.

PRICING PAGE

Affinity Chemical provided pricing information as specified below to provide chemicals as specified in accordance with the terms and conditions of the contract.

	Type	Estimated Usage	Unit Price
001.	Aluminum Sulfate 17% (Liquid) Bulk (Pricing must be on dry weight basis)	624,000 lbs.	\$ 0.0975 / lb. (Dry Wt. Basis)

BILL NO. 5101

**Branson Board of Aldermen
Staff Report and Recommendation**

ITEM/SUBJECT: READING OF A BILL APPROVING AN INTER-GOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BRANSON AND TANEY COUNTY RELATING TO THE 2016 DOJ BYRNE(JAG) GRANT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT

FIRST READING: NOVEMBER 22, 2016

FINAL READING: DECEMBER 10, 2016

INITIATED BY: POLICE DEPARTMENT

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.



BRANSON COMMUNITY PLAN 2030:

STAFF REPORT:

This agreement presented by the Taney County Commission is a result of a federal funding opportunity through the Department of Justice, the 2016 BYRNE (JAG) GRANT. Taney County has applied for this grant on behalf of both the Branson Police Department and Taney County Sheriff's Office. This is due to both agencies being listed by the Department of Justice as a disparate jurisdiction. Should Taney County be awarded this grant, they will provide \$11,086 from the Department of Justice 2016 BYRNE (JAG) GRANT to purchase hardware to record surveillance video in their patrol cars. The Branson Police Department will not receive any funds, software or hardware from this grant. The Sheriff's Office agrees to provide the remaining amount in local funds necessary to complete this purchase. Taney County has provided an Inter-Governmental Agreement to verify their intended actions and comply with one of the requirements of the grant.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to approve the bill.

FINANCIAL REVIEW: N/A
ATTACHED INFORMATION:

BILL NO. 5101

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BRANSON AND TANEY COUNTY FOR THE 2016 BYRNE (JAG) GRANT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, Taney County has received grant funds for law enforcement hardware and the City of Branson is listed in the grant as a disparate jurisdiction; and

WHEREAS, this is part of a grant, "The 2016 BYRNE (JAG) GRANT", to purchase hardware to record surveillance video in patrol cars; and

WHEREAS, the Board of Aldermen desires to approve the Intergovernmental Agreement with Taney County.

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 Intergovernmental Agreement between the City of Branson and Taney County for the 2016 BYRNE (JAG) GRANT 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 _____, 2016.

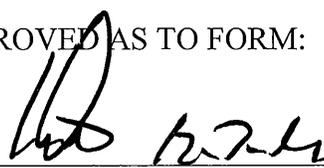
Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this _____ day of _____, 2016.

Karen Best
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk



William T. Duston
City Attorney

**INTERGOVERNMENTAL AGREEMENT
RELATING TO THE 2016 BYRNE (JAG) GRANT**

COMES NOW the TANEY COUNTY COMMISSION on behalf of TANEY COUNTY, MISSOURI, hereinafter referred to as the "County" or the "Commission", and the CITY OF BRANSON, a city of the Fourth Class, State of Missouri, hereinafter referred to as "Branson" or "City", and enter into the following intergovernmental agreement regarding the 2016 JAG Grant:

The parties named above find that it is of mutual benefit to the parties and hereby bind themselves to the following obligation and accept the following benefits as consideration for said obligations and in furtherance thereof the parties hereby agree as follows:

Taney County, as grant applicant, has applied to the Department of Justice under the 2016 BYRNE (JAG) Grant program for the amount of \$11,086. The Sheriff's Office will be the sole end recipient of the 2016 JAG funds. The Sheriff's Office will purchase hardware to record surveillance video in their patrol cars with this money. The Branson Police Department will not receive any funds, software, or hardware from this grant. Sheriff's Office agrees to provide the remaining amount in local funds necessary to complete this purchase.

No provision in this agreement shall be interpreted to contradict any requirement or condition of the grant.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 3rd day of October, 2016.

City of Branson

County of Taney, Missouri

Karen Best
Mayor

Mike Scofield
Mike Scofield
Presiding Commissioner

ATTEST: I, Lisa Westfall, the Clerk of the City of Branson, Missouri hereby attest that the above agreement was executed by the Mayor of the City of Branson, pursuant to a duly passed motion of the City of Branson Board of Alderman approving the agreement.

Lisa Westfall
City Clerk

Date: _____

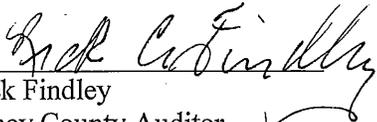
ATTEST: I, Donna Neeley, the Clerk of the Taney County Commission hereby attest that the above agreement was executed by the Taney County Presiding Commissioner Mike Scofield, pursuant to a duly passed motion of the Taney County Commission approving the agreement.

Donna Neeley
Donna Neeley
Taney County Clerk

Date: 10/3/16

Certification of Accounting Officer pursuant to Section 50.660 RSMo:

The undersigned, as Budget and Accounting Officer for the County of Taney, certifies that there is a balance otherwise unencumbered in the county treasury to the credit of the appropriation to which the financial obligation imposed upon the county by this Intergovernmental Agreement is to be charged, if any, and there is a cash balance otherwise unencumbered in the county treasury to the credit of the fund from which any payment is to be made, each sufficient to meet the obligation incurred.

By:  Date: 10-2-16
Rick Findley
Taney County Auditor

Approved as to the form: 
William Duston, Branson City Attorney

**Branson Board of Aldermen
Staff Report and Recommendation**

ITEM/SUBJECT: READING OF A BILL APPROVING THE RENEWAL OF A CONTRACT WITH MERCY OCCUPATIONAL HEALTH FOR ANNUAL FIREFIGHTER PHYSICALS AND IMMUNIZATIONS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

FIRST READING: DECEMBER 13, 2016

FINAL READING: JANUARY 10, 2017

INITIATED BY: FIRE DEPARTMENT

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.



STRATEGIC GOAL/COMPREHENSIVE PLAN:

W1: The safety of employees will be the highest priority

STAFF REPORT:

OVERVIEW:

This ordinance renews the contract for services with Mercy Occupational Health to provide annual physicals and immunizations for the fire department personnel. These physicals meet the minimum standards outlined in the National Fire Protection Association (NFPA) 1582, Standard on Comprehensive Occupational Medical Program for Fire Departments, 2009 Edition, including all applicable federal and state statutes. The physical baseline examinations includes: Blood Testing, Audiograms, Spirometry, Electrocardiograms, Tuberculosis and Urinalysis Screenings. Options based on age/need include Chest X-Rays, PSA Screening, and various Immunizations including Flu, Tetanus and Hepatitis B.

The original contract for services was completed in 2014 with the option to renew for 3 additional years. Contract renewal is recommended to Mercy Occupational Health as the original low bidder meeting bid specifications. The total amount budgeted for firefighter physicals and immunizations is \$17,000. The amount of this purchase is within projected budget appropriations.

This ordinance was originally prepared with a "do not exceed" amount of \$17,000. The contract with Mercy states the contract amount is not to exceed \$15,000. To correct this error, staff recommends amending the bill's not to exceed amount from \$17,000 to \$15,000. The fire department projects the annual physicals not to exceed this contracted amount in 2017.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Remove from Consent Agenda. Move to amend Bill No. 5102 Section 1 to read \$15,000 instead of \$17,000.

FINANCIAL REVIEW: 101-3011-520-20-99



ATTACHED INFORMATION:

BILL NO. 5102

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RENEWAL OF A CONTRACT WITH MERCY OCCUPATIONAL HEALTH FOR ANNUAL FIREFIGHTER PHYSICALS AND IMMUNIZATIONS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Branson entered into a contract with Mercy Occupational Health for annual firefighter physicals and immunizations for a period of one year with the option to renew for three additional years; and

WHEREAS, the Board of Aldermen desires to renew the contract with Mercy Occupational Health for the second renewal period from January 1, 2017 through December 31, 2017.

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

Section 1: The Board of Aldermen hereby approves the renewal of a contract with Mercy Occupational Health for annual firefighter physicals and immunizations in the amount of \$17,000 and authorizes the Mayor to execute the contract in the form attached as Exhibit "A".

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

Read, this first time on this _____ day of _____, 2016.

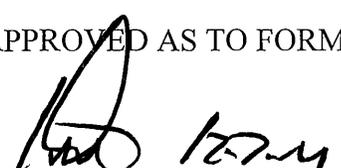
Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this _____ day of _____, 2017.

Karen Best
Mayor

ATTEST:

Lisa K Westfall
City Clerk

APPROVED AS TO FORM:



William T. Duston
City Attorney

**NOTICE OF CONTRACT RENEWAL
SERVICES CONTRACT**

THIS RENEWAL made and entered into this _____ day of _____, 20____, by and between the City of Branson, Missouri (the "City") and **Mercy Clinic** ("Service Provider") for renewal period **Three** from the **execution date of this contract to December 31, 2017.**

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

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

2. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Fifteen Thousand Dollars (\$15,000.00), all of which is dependent upon budget appropriations.**

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

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

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

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

SERVICE PROVIDER:

By: _____

(Signature)

Name: David Carr

(Printed Name)

Title: V.P. 11-21-14

Company Name: Mercy Corporate Health

Address: 2065 S. National, Ste 115

Springfield, Mo. 65807

Phone: 417. 820-3400

CITY OF BRANSON, MISSOURI

Karen Best, Mayor

ATTEST:

Lisa K Westfall, City Clerk

APPROVED AS TO FORM:

William T. Duston 11-10-14

William T. Duston, City Attorney

SERVICES CONTRACT

THIS CONTRACT made and entered into this 27th day of January, 2014, by and between the City of Branson, Missouri (the "City") and **Mercy Clinic** ("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 hereinafter set forth in **Exhibit A**.

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

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

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

5. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. **The initial term of the contract will be from the execution date of this contract to December 31, 2014, with an option to renew for three (3) additional one year periods. Each additional year will require a contract and Board of Aldermen approval.**

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 **Fifteen Thousand Five Hundred Dollars (\$15,500.00)**, 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.

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

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

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

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

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

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

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

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

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

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

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

SERVICE PROVIDER:

By:
(Signature)

Name: David C. ...
(Printed Name)

Company Name: Mercy

Address: 3265 S. National
Springfield, MO 65807

Phone: 417-820-5362

Fax: 417-820-3401

Tax ID: 43-1856028

CITY OF BRANSON, MISSOURI

Raeanne Presley
Mayor

ATTEST:

Lisa K. Westfall
City Clerk



APPROVED AS TO FORM:

1-23-11
William T. Duston
City Attorney

Mercy Health System
1235 E. Cherokee
Springfield, MO 65804

SCOPE OF WORK

1. Purpose: Mercy Health System agrees to provide annual physicals and immunizations for the City of Branson Fire Department, in accordance with the requirements of NFPA 1582, Standard on Comprehensive Occupational Medical Program for Fire Departments, 2009 Edition, all applicable federal and state statutes and the following specifications. Prices must remain firm for the period beginning from January 1, 2014 through December 31, 2014.
2. General Requirements: The services will be performed in accordance with the following:
 - A. Mercy Health System must have the capability to invoice for services in Provider's own name. The City shall not accept invoicing by a third party.
 - B. Scope
The City of Branson Fire Department will require Mercy Health System to provide these services, for approximately 40 fire department personnel for the calendar year 2014. The City will require the provider to conduct:
 - a. Firefighter annual physical examinations that meet NFPA 1582, Standard on Comprehensive Occupational Medical Program for Fire Departments, 2009 Edition.
 - b. Administration and tracking of adult immunizations for eligible employees, consisting of tetanus and Hepatitis B shots.

Mercy Health System must meet the following minimum qualifications:

1. Physician(s) must be board certified / eligible and follow protocols established by the health care facility. Provide a detailed biography of provider(s).
2. Mercy Health System must offer a comprehensive, cost effective, occupational medicine program that produces medical outcomes which result in improved employee health and improved health care cost.
3. Mercy Health System must be capable of providing detailed, itemized billing for all services provided.
4. Mercy Health System described the type of information provided in standard reports and custom report capability.

Mercy Health System must include the following medical procedures;

- a. Medical History – a medical history questionnaire shall be completed by each

member to provide baseline information in which to compare future medical concerns. An annual medical questionnaire shall be completed by each member to document changes in health status or to identify known exposures.

- b. Physical Examination – the annual physical examination shall include each of the following components:
 - 1. Vital Signs
 - 2. HEENT
 - 3. Neck
 - 4. Cardiovascular
 - 5. Pulmonary
 - 6. Breast
 - 7. Gastrointestinal
 - 8. Hernia
 - 9. Lymph nodes
 - 10. Neurological
 - 11. Musculoskeletal
 - 12. Skin & Vision

 - c. Blood Testing – shall be performed annually and include the following;
 - 1. CBC w/differential
 - 2. Liver function test
 - 3. Total Cholesterol
 - 4. Glucose
 - 5. Renal Function
 - 6. PSA after age 40 for a positive family history

 - d. Audiograms – hearing thresholds shall be assessed annually in each ear for the following frequencies;
 - 1. 500 Hz
 - 2. 1000 Hz
 - 3. 2000 Hz
 - 4. 3000 Hz
 - 5. 4000 Hz
 - 6. 6000 Hz
 - 7. 8000 HZ
- The results should be compared to baseline or prior year testing. Standard threshold shifts shall be corrected for age.
- e. Spirometry – pulmonary function testing shall be conducted annually. The results should be compared to baseline or prior year testing. The results shall be corrected according to American Thoracic Society guidelines.

 - f. Chest Radiographs – Chest x-rays shall include an initial baseline and shall be repeated every five years or as medically directed.

 - g. Electrocardiograms (EKG) – a resting EKG shall be performed as part of the baseline and all annual medical evaluations.

 - h. Provide immunizations as needed –
 - 1. Tetanus
 - 2. Hepatitis B
 - 3. Flu

 - i. Immunizations and infectious disease screenings –
 - 1. PPD tuberculosis
 - 2. Tetanus

3. Hepatitis B

- j. Urinalysis – for screening for blood that may indicate such medical issues including renal/bladder cancer.

Pricing

Physical Examination –	\$60
Blood Testing –	
CBC w/differential	\$10
Liver function test	\$20
Total Cholesterol	\$5
Glucose	\$4.50
Renal Function	\$10
PSA after age 40 for a positive family history	\$15
Venipuncture	\$8.84
Audiograms –	\$15
Spirometry –	\$31
Chest Radiographs –	\$55
Electrocardiograms (EKG) –	\$60
Provide immunizations as needed –	\$22
Urinalysis –	\$9
PPD tuberculosis	\$5
Tetanus	\$41
Hepatitis B	\$52
Hepatitis Surf Antibody	\$40

**Branson Board of Aldermen
Staff Report and Recommendation**

ITEM/SUBJECT: AN ORDINANCE APPROVING A LOAN AGREEMENT AND PROMISSORY NOTE BETWEEN THE MISSOURI TRANSPORTATION FINANCE CORPORATION (MTFC), THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION (THE COMMISSION) AND THE CITY OF BRANSON.

FIRST READING: DECEMBER 8, 2016

FINAL READING: JANUARY 24, 2017

INITIATED BY: FINANCE

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of the bill.



BRANSON COMMUNITY PLAN 2030:

5.4.1 Continue to invest in infrastructure improvements that impact the guest experience including: new roadways, streetscaping, gateways and other first impression upgrades.

STAFF REPORT:

The purpose of this Agreement is to provide the terms and conditions of the Direct Loan from the MTFC to the City and for the City's repayment of the Direct Loan to the MTFC. The City's use of the Direct Loan shall be specifically for constructing phase 1 of the New Spirit of 76 Complete Streets from west of Gretna Road to east of Rosalee. The loan agreement provides the terms and conditions of the Direct Loan from the MTFC to the City of Branson, and the city's repayment of the loan to the MTFC. The loan amount is \$13.2 million with an interest rate of 1.82% on the unpaid principal balance. The city will make annual payments beginning on July 1, 2017 through July 1, 2026. An amortization schedule is provided on page 4 of the agreement.

This item was postponed during the December 13, 2016 Regular Board of Aldermen meeting. Additional time is needed for this item. Staff recommends postponing to a date not to exceed January 24, 2016.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

Move to Bill No. 5094 to a date not to exceed January 24, 2017.

FINANCIAL REVIEW: Various



ATTACHED INFORMATION:

BILL NO. 5094

ORDINANCE NO. _____

AN ORDINANCE APPROVING A LOAN AGREEMENT AND PROMISSORY NOTE BETWEEN THE MISSOURI TRANSPORTATION FINANCE CORPORATION, THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND THE CITY OF BRANSON.

WHEREAS, the City has applied to the MTFC for a direct loan for the purpose of constructing phase 1 of the New Spirit of 76 Complete Streets from west of Gretna Road to east of Rosalee; and

WHEREAS, the MTFC is willing to provide the City with the Direct Loan, which would be used by the City for the purpose stated herein; and

WHEREAS, the City agrees to repay the MTFC the Direct Loan amount as set forth in the Direct Loan agreement and also agrees to provide security for the loan.

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 Direct Loan agreement and Promissory note between the Missouri Transportation Finance Corporation, the Missouri Highways and Transportation Commission and the City of Branson in the form attached hereto as Exhibit "1".

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

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

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

Karen Best
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk

L.H. - T.D. 12-6-14

William T. Duston
City Attorney

CCO Form: FS03
 Approved: 06/10 (AR)
 Revised: 08/15 (AR)
 Modified:

Job Number J8O2373

**MISSOURI TRANSPORTATION FINANCE CORPORATION
 DIRECT LOAN AGREEMENT AND PROMISSORY NOTE**

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THIS DIRECT LOAN AGREEMENT AND PROMISSORY NOTE is entered into by the Missouri Transportation Finance Corporation (hereinafter, "MTFC"), the Missouri Highways and Transportation Commission (hereinafter, "the Commission"), and the City of Branson (hereafter, "City").

WITNESSETH:

WHEREAS, the City has applied to the MTFC for a direct loan ("Direct Loan") for the purpose of constructing phase 1 of the New Spirit of 76 Complete Streets from west of Gretna Road to east of Rosalee; and

WHEREAS, the MTFC is willing to provide the City with the Direct Loan, which would be used by the City for the purpose stated herein; and

WHEREAS, the City agrees to repay the MTFC the Direct Loan amount as set forth in this Direct Loan Agreement (hereinafter, "Agreement") and also agrees to provide security for the loan.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and benefits stated herein, and in further consideration of the obligations, terms and conditions set forth and recited, the parties agree as follows:

(1) PURPOSE AND USE OF LOAN PROCEEDS: The purpose of this Agreement is to provide the terms and conditions of the Direct Loan from the MTFC to the City and for the City's repayment of the Direct Loan to the MTFC. The City's use of the Direct Loan shall be specifically for constructing phase 1 of the New Spirit of 76 Complete Streets from west of Gretna Road to east of Rosalee (hereinafter, referred to as "Project") and no other purposes whatsoever. Prior to the MTFC disbursing any portion of the loan proceeds to the City, the City agrees to provide to the MTFC the schedule of Project construction progress, outlining all actions to be taken by the City towards the construction of the Project and timeframes corresponding to the completion of certain milestones in the Project construction progress.

(2) REPRESENTATIONS BY THE CITY: The City makes the following representations as the basis for the undertakings contained in this Agreement:

(A) City Structure: The City is a municipal corporation, political subdivision and body corporate, duly organized and existing under the laws of the state of Missouri.

(B) Authority Granted: The City has lawful power and authority to enter into this Agreement and to carry out its obligations hereunder. By proper action of its governing body, the City has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

(C) Approval Action Taken: The City has taken all necessary action to

approve this Agreement. No further action or approvals by the City are necessary in connection with the construction or financing of the Project as defined in this Agreement, except with respect to the appropriation and budgeting of the City Payments on an annual basis as provided herein.

(D) Affirmation of No Breach of, Conflict with, or Default on Other Agreements: The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation applicable to the City or any of its property of any court or governmental body, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

(E) Conflict of Interest Prohibited: No official or employee of the City has any significant or conflicting interest, financial or otherwise, in the Agreement or in the transactions contemplated hereby.

(3) LOAN AMOUNT: The MTFC will provide the City with a Direct Loan in the amount of thirteen million two hundred thousand dollars (\$13,200,000). The MTFC's Direct Loan will be provided to the City in the following manner: eleven disbursements in the amounts and on the dates specified in the amortization schedule in (7) (B). The first disbursement date of October 31, 2016 is the "Closing Date" for the loan.

(4) ACCOUNTING PRACTICES:

(A) Separate Accounting and Financial Summary Required: Loan proceeds disbursed to the City pursuant to this Agreement must be kept separate from any of the City's other assets. The City must develop and maintain a financial summary of the total funds expended from the proceeds of the loan at all times throughout the life of the project, and at specific times as requested by the MTFC. This information must be available at all reasonable times at no charge to the MTFC and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date the final payment is made on the loan and the loan is paid in full.

(B) Record Retention and Reporting: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, banking records, etc. These records must be available at all reasonable times at no charge to the MTFC and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date the final payment is made on the loan and the loan is paid in full.

(5) CONSTRUCTION SCHEDULES, INSPECTIONS AND BONDS:

(A) Schedule Updates: At all times during the construction of the Project, the City shall provide to the MTFC any updates of the schedule of Project construction progress, outlining all actions to be taken by the City and timeframes corresponding to the completion of certain milestones in the Project construction progress, if revision are made to any of the items contained in the schedule.

(B) Inspections: The MTFC's agents are authorized to inspect the work on the Project to monitor the construction progress and ensure the Project construction has progressed according to the most recent Project construction progress schedule provided to the MTFC by the City and to verify the validity of the work reported as complete as such completion of construction work is related to reported/documented expenditures of the funds available to the City from the loan proceeds under this Agreement.

(C) Construction Bonds: In the event that the City shall use an outside contractor to construct the Project to be funded by the loan proceeds under this Agreement, prior to commencement of work on the Project, the City shall acquire from the Contractor and shall deliver to the MTFC executed copies of Contractor's performance and payment bonds from commercial surety companies qualified and authorized to do business in Missouri, each in a penal amount equal to the contract sum, assuring the City and the MTFC, which shall be named as obligees therein, as their interests may appear, of: (1) performance of all contractual obligations; and (2) payment for all related labor, materials, and costs.

(6) LACK OF CONSTRUCTION PROGRESS: In the event that the MTFC notes any lack of progress in the construction of the Project which significantly endangers substantial performance of the Project within the specified Project completion time outlined in the Project construction progress schedule, as determined in the sole discretion of the MTFC, the MTFC shall notify the City in writing of such noted lack of construction progress. Failure of the City to take proper actions, as such actions may be provided for in the written notice to the Entity from the MTFC, within the time frame set forth in said written lack of construction progress notice, shall constitute an Event of Default, upon the occurrence of which the MTFC and the Commission shall have the right to pursue any remedial action on City's default available to it under this Agreement.

(7) CITY PAYMENT OF THE LOAN:

(A) Promise To Pay: For value received, the City hereby promises to pay to the order of the MTFC the principal sum of thirteen million two hundred thousand dollars (\$13,200,000), together with interest at the rate of 1.82% on the unpaid principal balance hereof, payable annually beginning on July 1, 2017 and ending on July 1, 2026. Interest shall be computed on the basis of actual days in a year. Annual payments shall

be one million four hundred thirty six thousand six hundred ten dollars and fifteen cents dollars (\$1,436,610.15) with a final payment of one million four hundred thirty six thousand six hundred ten dollars and nineteen cents (\$1,436,610.19).

(B) Payment Schedule: The term "City Payments" shall refer to the payments to be made by the City to the MTFC. The City shall repay the Direct Loan to the MTFC on an annual basis beginning in July 2017. City Payments will be made no later than July 1 of each year, according to the amortization schedule below.

Amortization Schedule of MTFC Loan

for the City of Branson - Route 76

Amount Borrowed: \$13,200,000.00

Interest Rate: 1.82%

Dates	Beginning Balance	Drawdown	Payment	Interest Accrued	Interest Payment	Principal Payment	Ending Balance
10/31/2016	\$0.00	\$208,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$208,000.00
11/30/2016	\$208,000.00	\$1,533,000.00	\$0.00	\$311.15	\$0.00	\$0.00	\$1,741,000.00
12/30/2016	\$1,741,000.00	\$1,508,000.00	\$0.00	\$2,604.35	\$0.00	\$0.00	\$3,249,000.00
1/31/2017	\$3,249,000.00	\$1,500,000.00	\$0.00	\$5,184.16	\$0.00	\$0.00	\$4,749,000.00
2/28/2017	\$4,749,000.00	\$1,503,000.00	\$0.00	\$6,630.38	\$0.00	\$0.00	\$6,252,000.00
3/31/2017	\$6,252,000.00	\$1,533,000.00	\$0.00	\$9,664.05	\$0.00	\$0.00	\$7,785,000.00
4/28/2017	\$7,785,000.00	\$1,533,000.00	\$0.00	\$10,869.14	\$0.00	\$0.00	\$9,318,000.00
5/31/2017	\$9,318,000.00	\$1,233,000.00	\$0.00	\$15,332.58	\$0.00	\$0.00	\$10,551,000.00
6/30/2017	\$10,551,000.00	\$983,000.00	\$0.00	\$15,783.14	\$0.00	\$0.00	\$11,534,000.00
7/1/2017	\$11,534,000.00		\$1,436,610.15	\$575.12	\$66,954.07	\$1,369,656.08	\$10,164,343.92
7/31/2017	\$10,164,343.92	\$883,000.00	\$0.00	\$15,204.74	\$0.00	\$0.00	\$11,047,343.92
8/31/2017	\$11,047,343.92	\$783,000.00	\$0.00	\$17,076.47	\$0.00	\$0.00	\$11,830,343.92
7/1/2018	\$11,830,343.92		\$1,436,610.15	\$179,328.57	\$211,609.78	\$1,225,000.37	\$10,605,343.55
7/1/2019	\$10,605,343.55		\$1,436,610.15	\$193,017.25	\$193,017.25	\$1,243,592.90	\$9,361,750.65
7/1/2020	\$9,361,750.65		\$1,436,610.15	\$170,850.67	\$170,850.67	\$1,265,759.48	\$8,095,991.17
7/1/2021	\$8,095,991.17		\$1,436,610.15	\$147,347.04	\$147,347.04	\$1,289,263.11	\$6,806,728.06
7/1/2022	\$6,806,728.06		\$1,436,610.15	\$123,882.45	\$123,882.45	\$1,312,727.70	\$5,494,000.36
7/1/2023	\$5,494,000.36		\$1,436,610.15	\$99,990.81	\$99,990.81	\$1,336,619.34	\$4,157,381.02
7/1/2024	\$4,157,381.02		\$1,436,610.15	\$75,871.63	\$75,871.63	\$1,360,738.52	\$2,796,642.50
7/1/2025	\$2,796,642.50		\$1,436,610.15	\$50,898.89	\$50,898.89	\$1,385,711.26	\$1,410,931.24
7/1/2026	\$1,410,931.24		\$1,436,610.19	\$25,678.95	\$25,678.95	\$1,410,931.24	\$0.00
		\$13,200,000.00	\$14,366,101.54	\$1,166,101.54	\$1,166,101.54	\$13,200,000.00	

(C) Payment Method: All payments made hereunder shall be made in lawful currency of the United States of America by an automated clearinghouse transaction to be initiated by the City.

(D) Interest Computation: Interest will accrue beginning on the Closing Date of the Direct Loan. Interest on the outstanding loan balance shall be computed on the basis of actual days in a year. In the event that a scheduled disbursement is not made on the date specified in Paragraph (3) of this Agreement, or a City Payment is made on a different date than those due dates outlined in the Paragraph (7)(A) Payment Schedule above, or in the event the City makes payments exceeding the annual payment of principal and interest, as provided for in Paragraph (7)(E) below, the above

payment schedule will be adjusted accordingly to reflect the new payment date, the new amount of future City Payments and remaining new balances. The City shall, upon receipt, comply with the revised terms in the revised payment schedule.

(E) Absolute Obligations: The City's obligations under this Agreement to make City Payments on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder, shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project has been started or completed, and notwithstanding any default of the MTFC hereunder. The City, for itself and for any guarantors, sureties, endorsers and/or person or persons now or hereafter liable hereon, if any, hereby waives demand of payment, presentment for payment, protest, notice of nonpayment or dishonor and any and all other notices and demands whatsoever, and any and all delays or lack of diligence in the collection hereof, and expressly consents and agrees to any and all extensions or postponements of the time of payment hereof from time to time or after maturity and any other indulgence and waives all notice thereof. The delay or failure to exercise any right hereunder shall not waive such right.

(F) Payment In Excess of Amount Due: The City shall have the right to provide payments that exceed the required annual payment of principal and interest, which is due for a particular year. Additionally, the City shall have the right to prepay the entire loan amount, consisting of the principal, and any accrued interest as of the date of payment, to the MTFC at any time during the term of this Agreement. There will be no prepayment fees charged to the City.

(G) Late Fee: In the event any City payment is submitted to the MTFC more than fifteen days past the due date, a late fee of two percent (2%) of the amount of the past due payment will be assessed to the City.

(8) CITY'S OBLIGATION TO APPROPRIATE AND BUDGET REQUIRED CITY PAYMENTS: The City agrees to budget its payments to the MTFC under this Agreement by ordinance, subject to annual appropriation and to provide annual certification that current City revenues plus unexpended balances from prior years are sufficient to meet its obligation to pay the MTFC under this Agreement within 30 days after the approval of the budget. Notwithstanding anything to the contrary herein, the City acknowledges and agrees, and MTFC acknowledges, that the payments hereunder shall constitute currently budgeted expenditures of the City, and shall not in any way be construed to be a general obligation or debt of the City in contravention of any applicable constitutional or statutory limitation or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the City. The City's obligations to make payments hereunder shall be from year to year only, and shall not constitute a mandatory payment obligation of the City in any ensuing fiscal year beyond the then current fiscal year.

(9) CITY'S SECURITY FOR DIRECT LOAN: In addition to the City's promise and agreement to carry out its obligation to repay the loan as provided for in Paragraph (7) and (8) above, the City agrees to:

(A) Revenue From Agreements: Grant to the MTFC a security interest in its future revenue stream from the Missouri Highways and Transportation Commission Road Relinquishment Agreement, and any and all amendments thereto, between the City and the Missouri Highways and Transportation Commission dated October 6, 2016, governing the parties rights and obligations with respect to the ownership and maintenance of Route 76 from the intersection of Route 376 and Sheperd of the Hills Expressway to the intersection of Sunshine Street just west of the interchange with US 65.

(B) Local Revenues: Grant to the MTFC a security interest in its future revenue stream from the one cent Community Improvement District (CID) sales tax.

(C) Federal and/or State Revenue: Grant to the MTFC a security interest in applicable federal or state funds due the City that pass through or are administered by the Commission or Missouri Department of Transportation.

(10) TAX COVENANTS:

(A) General: The City understands that MTFC is entering into the Loan and advancing the Loan Amount under this Agreement based on its understanding that interest on the Loan will be excluded from gross income for Federal income tax purposes and exempt from income taxation by the State of Missouri ("Tax-Exempt"). Each of the representations and covenants in this Agreement are made for the benefit of the MTFC and any other entity or person that shall later become the owner of the Loan Amount or who rely on the representations and covenants contained in this Agreement as a basis for treating interest on the Loan as Tax-Exempt when filing its Federal and State of Missouri income tax return. The City understands that Federal income tax laws impose requirements on the use of Loan proceeds, the use of assets financed by the Loan (the Project) and on the investment of proceeds of the Loan or amounts used to pay or secure the repayment of the Loan. The City agrees to take such steps as are necessary, including but not limited to those contained in this Agreement, for interest on the Loan to remain Tax-Exempt. Each of these covenants applies as long as any portion of the Loan remains outstanding. Violation of this Paragraph 9 is an Event of Default under this Agreement.

(B) Use of Project: The Project will be owned by the City or the State of Missouri, a political subdivision of the State or an instrumentality of the State or political subdivision (a "Governmental Person"). None of the Loan proceeds will be used in a manner that constitutes a "private business use". In making this covenant, the City acknowledges that: (1) the use of the Project is treated as the direct use of the Loan proceeds and (2) the term "private business use" generally means ownership or lease by,

or other use in the trade or business of, a person or entity other than a Governmental Person if that person has special legal entitlements to use the Project that differ from the general public (such as, for example, an easement or special right of way or service or management agreement).

(C) Private Security or Payment: The payment of principal and interest on the Loan will not be (under the Agreement or any other underlying document) directly or indirectly:

1. secured by any interest: (a) in property used or to be used for a private business use; or (b) in payments in respect of such property; or

2. derived from payments (whether or not such payments are made to the City) in respect of property, or borrowed money, used or to be used for a private business use.

For purposes of this paragraph, taxes of generally applicable taxes are not treated as a private payment or as private security so long as no taxpayer enters into any special agreement with respect to the collection or payment of the tax.

(D) No Private Loan: No Loan proceeds shall be loaned directly or indirectly to any person or entity other than a Governmental Person.

(E) No Federal Guarantees: The City will not take any action or permit any action to be taken that would cause principal or interest on the Loan to be guaranteed by the Federal government.

(F) Assignment of Loan: The City will permit the assignment of the Loan by MTFC to any other person or entity so long as MTFC retains and provides to the City upon request the name and tax identification of the subsequent owner any other information required by Section 149(a) of the Internal Revenue Code of 1986, as amended. Upon written request by MTFC, the City shall confirm its compliance with the covenants of this Paragraph 10 to MTFC and the proposed assignee.

(G) No Invested Loan Proceeds; No Replacement Funds: The Loan proceeds shall be used to immediately pay third-party vendors, or to reimburse the City for amounts previously paid, for the Project. Accordingly no proceeds of the Loan will be invested by the City prior to the date of expenditure or reimbursement. No Loan proceeds will be used to reimburse any expenditure made by the City prior to October 31, 2016. No amounts are or will be set aside to pay debt service on the Loan, other than a fund or account that is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; and is depleted at least once each year to an amount that does not exceed the greater of (1) the earnings on the fund for the immediately preceding year, or (2) one-twelfth of the principal and interest payments on the Loan for the immediately preceding year.

(H) Tax Compliance Procedures: The City has written procedures in place to monitor and if necessary remediate noncompliance with any of the covenants set forth in this Paragraph 9. The City acknowledges that the covenants related to record keeping and use of proceeds of the Loan for the Project are necessary in order to substantiate that interest on the Loan eligible to be treated as Tax-Exempt. The City will promptly respond to any inquiry by the IRS related to the Tax-Exempt status of the Loan and will take such steps as are necessary to remediate any noncompliance, so the interest on the Loan remains Tax-Exempt.

(I) Form 8038-G: The Entity will timely file Form 8038-G as required by and pursuant to the mandates of section 149(g) of the Code. A copy of Form 8038-G is attached as **EXHIBIT A**.

(11) EVENT OF DEFAULT: If any one or more of the following events occurs and is continuing, it is hereby defined to be an Event of Default under this Agreement:

(A) Default in Making Payment When Due: Default in the due and punctual payment of a City Payment; or

(B) Default in Completing Construction Within Time Scheduled: Default in the completion of the Project, as provided in Paragraph (1), by 365 days after the estimated completion date as outlined in the most recent Project construction schedule.

(C) Breach of Duty: Unless otherwise specifically provided for in this Agreement, default in the due observance or performance of any other covenant, agreement, obligation or provision of this Agreement on the City's part to be observed or performed, and the continuance of such default for sixty (60) days after the MTFC has given the City written notice specifying such default, or such longer period as shall be reasonably required to cure such default, provided that: (i) the City has commenced such cure within said 60-day period, and (ii) the City diligently prosecutes such cure to completion; or

(D) Bankruptcy: The City: (i) admits in writing its inability to pay its debts as they become due; or (ii) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (iii) makes an assignment for the benefit of its creditors; or (iv) consents to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or shall fail to have vacated or set aside the appointment of any trustee, receiver or liquidator which was made without the City's consent or acquiescence; or (v) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (vi) is subject to any proceeding or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a receiver, trustee or liquidator for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition

filed against it under the United States Bankruptcy Code, as now or in the future amended, which order or proceeding, if not the subject of the City's consent, is not dismissed, vacated, denied, set aside or stayed within sixty (60) days after the day of entry or commencement; or (vii) suffers a writ or warrant of attachment of any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed or is not released within sixty (60) days after the final entry, or levy or after contest is finally adjudicated or any stay is vacated or set aside.

(E) Other Default: Any other event which is specifically defined as an Event of Default under other provisions of this Agreement.

(12) REMEDIES ON DEFAULT: If any Event of Default has occurred and is continuing, then the MTFC, or the Commission at the direction of MTFC, may take any one of the following actions:

(A) Acceleration of Maturity:

1. Accelerated Payment Due Date: By written notice delivered to the City, declare the entire loan balance, including principal and interest amounts, outstanding as of the date of the notice (hereinafter, "date of declaration") to become immediately due and payable no later than thirty (30) days from the date of declaration, such payment due date hereinafter referred to as "accelerated payment due date", as if such amount was originally stipulated to be paid on the accelerated payment due date.

2. Rescission When Default Cured: If the City cures the Event of Default, which gave rise to the declaration, prior to the accelerated payment due date, then the MTFC shall rescind such declaration and annul the Event of Default in its entirety. Upon the City submitting the payment curing the Event of Default, the above payment schedule will be adjusted accordingly to reflect the new payment date, the new amount of future City Payments and remaining new balances.

3. Subsequent Default: In the case of any rescission of declaration, then the MTFC and the City shall be restored to their former position and rights hereunder, but no such rescission shall extend to any subsequent or other occurrence of an Event of Default or impair any right consequent thereon.

(B) Institution of Suit: By mandamus or other suit, action or proceeding at law or in equity, to enforce its rights against the City to require and compel duties and obligations required by the provisions of this Agreement.

(C) Entity Funds Security: By written notice delivered to the City, cause applicable federal or state funds due the City that pass through or are administered by the Commission or Missouri Department of Transportation to be applied to the City's indebtedness until the default is cured.

(D) Other Funds Security: Assume the collection of all receivable streams of revenue from all other sources to which the City granted a security interest to the MTFC as provided in Paragraph (9) of this Agreement.

(13) RIGHTS AND REMEDIES CUMULATIVE: The rights and remedies reserved to the MTFC and the Commission provided in this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on more than one occasion.

(14) WAIVER OF BREACH: No waiver of any breach of any covenant or agreement contained herein shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement. In the case of a breach by the City, the MTFC may nevertheless accept from the City any payment or payments hereunder without in any way waiving the default or defaults of the City which were in existence at the time when such payment or payments were accepted by the MTFC.

(15) SEVERABILITY: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision contained in the Agreement.

(16) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the MTFC, Commission and the City.

(17) LABOR PROTECTION: The City agrees to accept the terms and conditions of 5333(b) of Chapter 53 of title 49, U.S.C.

(18) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e, *et seq.*), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the City is providing services or operating programs on behalf of the Missouri Department of Transportation or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the U. S. Department of Transportation (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of

the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. In all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the U. S. Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the U. S. Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Incorporation of Provisions: The City shall include the provisions of paragraph (16) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the U. S. Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the U. S. Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(19) SECTION 504 ASSURANCES AND THE AMERICANS WITH DISABILITIES ACT OF 1990: The City shall comply with all the requirements imposed by section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 790 *et seq.*) and the administrative rules of the U. S. Department of Transportation (49 CFR Subtitle A, Part 27). The City shall comply with all requirements set forth in the Americans with Disabilities Act of 1990 (49 CFR Parts 27, 37 and 38) as well as all applicable regulations and directives issued pursuant thereto by other federal departments or agencies.

(20) DISADVANTAGED BUSINESS ENTERPRISE: The City agrees to

comply with the disadvantage business enterprise requirements as contained in 49 CFR Part 26.

(21) INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or third party contract or to any benefit arising therefrom.

(22) BUY AMERICA: The City agrees to abide by the provision of the Buy America requirements of 49 CFR Part 661.

(23) RESTRICTION ON LOBBYING: The City agrees to abide with the requirements of section 1352 of Title 31, U.S.C.

(24) COMMISSION REPRESENTATIVE: The Commission's Chief Financial Officer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(25) MTFC REPRESENTATIVE: MTFC's Treasurer is designated as MTFC's representative for the purpose of administering the provisions of this Agreement. MTFC's representative may designate by written notice other persons having the authority to act on behalf of the MTFC in furtherance of the performance of this Agreement.

(26) CITY REPRESENTATIVE: The City's Mayor is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(27) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

MTFC to: Missouri Transportation Finance Corporation
Attn: Treasurer
105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102-0270
Facsimile No.: (573) 526-2819

Commission to: Missouri Department of Transportation
Attn: Chief Financial Officer
105 West Capitol Avenue

P.O. Box 270
Jefferson City, Missouri 65102-0270
Facsimile No.: (573) 526-2819

City to: City of Branson
Attn: Karen Best
110 W. Maddux
Branson, MO 65616
Facsimile No.: (417)335-6042

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(28) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(29) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(30) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement. In its sole discretion, the MTFC may unilaterally sell, assign, transfer or delegate its interest in this Agreement.

(31) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(32) FEDERAL HIGHWAY ADMINISTRATION GUIDELINES: The City agrees to comply with the Federal Highway Administration (FHWA) guidelines under which the MTFC was created as a State Infrastructure Bank (SIB), which specifically dictate that all projects receiving assistance from the SIB must comply with the federal requirements that apply to projects under Title 23, U.S.C. or Title 49, U.S.C. when the assistance is derived from: (1) the federal funds deposited into the SIB; (2) the non-federal matching funds; (3) all repayment amounts from federal and non-federal sources; and (4) any investment income generated from these funds. The City agrees to comply with further guidance under Title 23, U.S.C., Chapter 6, Section 610.1 which provides that the construction of such federal-aid highways shall be undertaken by the respective state transportation departments or under their direct supervision in accordance with the state and federal laws.

(33) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(34) CONFIDENTIALITY: The City shall not disclose to third parties confidential factual matters provided by the Commission or MTFC except as may be required by statute, ordinance, or order of court, or as authorized by the MTFC. The City shall notify the MTFC immediately of any request for such information.

(35) PERFORMANCE DATE NOT BUSINESS DAY: If any date for the disbursement of a portion of the Direct Loan, the payment of a City Payment or the taking of any other action hereunder is not a Business Day, then such disbursement or payment shall be due, or such action shall be taken, on the first Business Day thereafter with the same force and effect as if made on the date fixed for disbursement, payment or performance. For purposes of this Agreement, Business Day means any day other than a Saturday, Sunday, a day that is a business holiday in the State of Missouri or any other day on which banking institutions in Missouri are required or authorized by law to close.

(36) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(37) EXECUTION IN COUNTERPARTS: This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same agreement.

(38) COMPONENTS OF AGREEMENT: This Agreement incorporates by reference the MoDOT Partnership Development Application, the MTFC Loan Policy and any written addendums and amendments thereto as if these incorporated documents were set forth herein word by word and constitutes the complete and entire understanding and agreement among the Commission, MTFC and the City with respect to the subject matter of this Agreement. In case of a conflict between the terms contained in the MoDOT Partnership Development Application and MTFC Loan Policy, the terms of the MoDOT Partnership Development Application shall govern. In the event of a conflict between the terms of the MoDOT Partnership Development Application and this Agreement, the terms of this Agreement shall govern. However, the MTFC reserves the right to clarify any contract term or relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the MoDOT Partnership Development Application, MTFC Loan Policy or this Agreement.

(39) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ___ day of _____, 20__.

Executed by the Commission this ___ day of _____, 20__.

Executed by the MTFC this ___ day of _____, 20__.

MISSOURI HIGHWAY AND
TRANSPORTATION COMMISSION

CITY OF BRANSON, MISSOURI

Title _____

By _____
Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title: _____

Approved as to Form:

Approved as to Form:

Commission Counsel

W. L. ... 11-16-14

Title: *(City Attorney)*

MISSOURI TRANSPORTATION
FINANCE CORPORATION

Ordinance: _____

Title _____

ATTEST:

Secretary to the Missouri Transportation
Finance Corporation

ACKNOWLEDGMENT BY COMMISSION

STATE OF _____)

_____)

COUNTY OF _____)

ss

On this ____ day of _____, 20____, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ of the Missouri Highways and Transportation Commission and the seal affixed to the foregoing instrument is the official seal of said Commission and that said instrument was signed in behalf of said Commission by authority of the Missouri Highways and Transportation Commission and said _____ acknowledged said instrument to be the free act and deed of said Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: _____

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
 ► See separate instructions.
 Caution: If the issue price is under \$100,000, use Form 8038-GC.

Exhibit A

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name City of Branson		2 Issuer's employer identification number (EIN) 44-6000142	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Jamie Rouch, Finance Director		3b Telephone number of other person shown on 3a 417-338-8538	
4 Number and street (or P.O. box if mail is not delivered to street address) 110 W Maddux St	Room/suite Ste 200	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Branson, MO 65616		7 Date of issue December 13, 2016	
8 Name of issue MTFC Loan		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Stacy McAllister		10b Telephone number of officer or other employee shown on 10a 417-337-8506	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13	13,200,000	00
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19 If obligations are TANs or RANs, check only box 19a			<input type="checkbox"/>
If obligations are BANs, check only box 19b			<input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box			<input type="checkbox"/>

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	07/01/2026	\$ 13,200,000.00	\$ 14,366,101.54	10 years	1.82 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

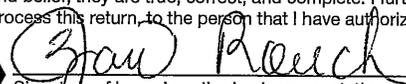
22	Proceeds used for accrued interest	22	0	00
23	Issue price of entire issue (enter amount from line 21, column (b))	23	13,200,000	00
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	0	00
25	Proceeds used for credit enhancement	25	0	00
26	Proceeds allocated to reasonably required reserve or replacement fund	26	0	00
27	Proceeds used to currently refund prior issues	27	0	00
28	Proceeds used to advance refund prior issues	28	0	00
29	Total (add lines 24 through 28)	29	0	00
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	13,200,000	00

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the bonds to be currently refunded	►	_____ years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded	►	_____ years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	_____
34	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	_____

Part VI Miscellaneous

<p>35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)</p> <p>36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)</p> <p style="margin-left: 20px;">b Enter the final maturity date of the GIC ▶ _____</p> <p style="margin-left: 20px;">c Enter the name of the GIC provider ▶ _____</p> <p>37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units</p> <p>38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:</p> <p style="margin-left: 20px;">b Enter the date of the master pool obligation ▶ _____</p> <p style="margin-left: 20px;">c Enter the EIN of the issuer of the master pool obligation ▶ _____</p> <p style="margin-left: 20px;">d Enter the name of the issuer of the master pool obligation ▶ _____</p> <p>39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box <input type="checkbox"/></p> <p>40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/></p> <p>41a If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:</p> <p style="margin-left: 20px;">b Name of hedge provider ▶ _____</p> <p style="margin-left: 20px;">c Type of hedge ▶ _____</p> <p style="margin-left: 20px;">d Term of hedge ▶ _____</p> <p>42 If the issuer has superintegrated the hedge, check box <input type="checkbox"/></p> <p>43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box <input type="checkbox"/></p> <p>44 If the issuer has established written procedures to monitor the requirements of section 148, check box <input type="checkbox"/></p> <p>45a If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____</p> <p style="margin-left: 20px;">b Enter the date the official intent was adopted ▶ _____</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">35</td> <td style="width: 50px;"></td> <td style="width: 50px;"></td> </tr> <tr> <td style="text-align: center;">36a</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">37</td> <td></td> <td></td> </tr> </table>	35			36a			37		
35										
36a										
37										

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	 Signature of issuer's authorized representative	Date	Jamie Rouch, Finance Director Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶	Firm's EIN ▶		PTIN
	Firm's address ▶	Phone no.		