

AN ORDINANCE APPROVING A STREETSCAPE PROJECT FUNDING CONTRIBUTION AGREEMENT WITH THE HISTORIC DOWNTOWN BRANSON COMMUNITY IMPROVEMENT DISTRICT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

WHEREAS, the City of Branson desires to enter into a Streetscape Project Funding Contribution Agreement with the Downtown Community Improvement District for the purpose of providing assistance for transportation services;

WHEREAS, approval of the agreement has been recommended by staff;

WHEREAS, the Board of Aldermen desires to approve the Streetscape Project Funding Contribution Agreement.

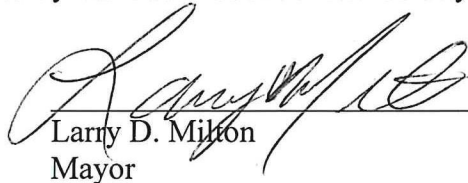
NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, AS FOLLOWS:

Section 1: The Board of Aldermen hereby approves the Streetscape Project Funding Contribution Agreement with the Downtown Community Improvement District as specified in the related specifications and substantial conformity with the terms shown on Exhibit "1" attached and incorporated by this reference as set out here in full, together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The Mayor, City Administrator, and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

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

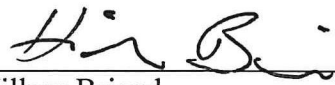
Read, this first time on this 13th day of May, 2025.


Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this 27th day of May, 2025.


Larry D. Milton
Mayor

ATTEST:

APPROVED AS TO FORM:


Hillary Briand
City Clerk


City Attorney

STREETSCAPE PROJECT FUNDING CONTRIBUTION AGREEMENT

THIS STREETSCAPE PROJECT FUNDING CONTRIBUTION AGREEMENT (this "**Agreement**"), is made and entered into as of this _____ day of _____, 2025 (the "**Effective Date**"), by and among the HISTORIC DOWNTOWN BRANSON COMMUNITY IMPROVEMENT DISTRICT, a community improvement district and political subdivision of the State of Missouri having a principal office at 120 S Commercial St., Branson, Missouri 65615 (the "**District**"); and the CITY OF BRANSON, MISSOURI, a city of the fourth class and Missouri municipal corporation having a principal office at 110 W. Maddux Street, Branson, Missouri 65616 (the "**City**"). The District and the City are collectively referred to herein as (the "**Parties**").

RECITALS

- A. The Historic Downtown Branson Community Improvement District (the "**District**") was formed as a political subdivision of the State of Missouri pursuant to the Community Improvement District Act, sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended (the "**CID Act**") to provide for transportation services and associated public improvements ("**Transportation Services**") to serve the historic downtown area of the City of Branson, Missouri (the "**City**").
- B. The City is planning to undertake a Downtown Streetscape Phase IV project, which will include substantial streetscape improvements to Main Street within the area of the District (the "**Project**"); and
- C. The District has determined that the Project is associated with its Transportation Services in that it will enhance such services by improving a streetscape on a primary route; and
- D. The District, pursuant to § 67.1461 of the CID Act, may exercise its powers to provide assistance to the City to construct or reconstruct public streetscape and lighting improvements located within the District and desires to provide such public transportation related assistance in exchange for the certain upgrades to lighting planned for the Project, all in accordance with and subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the City hereby agree as follows:

1. **Project and Lighting.** The City shall undertake at its sole cost and expense to provide all labor, tools, materials, and equipment necessary to complete the Project in general conformance with plans for the Project currently on file with the City as determined in the City's exclusive but reasonable discretion and subject to change orders encountered during such projects. The Project shall include installation of decorative light poles on Main Street within the Project area in an "Ashbery" style, with RGB LED lights (herein the "**Lighting**"). A similar style of decorative light pole may be substituted if such substitution is approved by the District in writing, which approval shall not unreasonably be withheld. Work on the Project shall be performed at all times in a clean, safe, and workmanlike manner including clean-up of the surrounding area. Notwithstanding the Contribution provided under the terms of this Agreement, the District shall have no right to interfere with contractors, subcontractors, the City, or any other contractual obligation arising out of or related to the Project. The City shall maintain full control and authority over all aspects of the Project, including its relationships with contractors, subcontractors, and any other parties involved, as well as the enforcement and management of all related contractual obligations. The District's provision of the Contribution does not grant it any power to influence, direct, or obstruct the City's actions or the performance of any party engaged in the Project.

2. **Project Cost Contribution.** After the City has issued a Notice to Proceed for a contract for construction of the Project and provides a copy of such notice to the District, the District shall promptly pay the sum of Two-Hundred Thousand Dollars (\$200,000.00) to the City as the District's contribution to the overall cost of the Project (herein the "Contribution").

3. **Term; Time for Performance; Force Majeure.** This Agreement shall be effective upon the Effective Date and remain in force and effect for a period of twenty (20) years following the Effective Date. The City shall commence the Project within ninety (90) days after execution of this Agreement, shall faithfully and diligently pursue work on the Project until its completion, and shall aim to cause all work on the Project to be substantially completed no later than June 30, 2026, provided that the City may adjust this timeline as reasonably necessary to accommodate unforeseen construction delays, or to accommodate circumstances beyond its control.

4. **Lighting Improvements.** The Lighting will be owned by the City. The District shall have no responsibility for maintenance of the Lighting, except as may otherwise be provided under any subsequent agreements between the Parties. If any pole or other major component of the Lighting is damaged or deteriorate to an extent that it is more feasible to replace rather than repair it, then the Parties agree to confer regarding whether to replace or remove such improvements and whether the District would make any contribution to such future replacement. Notwithstanding the foregoing, the City shall not be required to confer with the District regarding the replacement of Lighting so long as such replacements are substantially similar to the original Lighting or the District fails to pay for at least fifty percent (50%) of the cost of such replacements.

5. **Notices.** Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice shall be in writing addressed to the addressees at the addresses set forth below, and transmitted by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified mail, return receipt requested:

(i) In the case of the District, to:

Historic Downtown Branson Community Improvement District
c/o Cris Bohinc, Executive Director
120 S Commercial St.
P.O. Box 677
Branson, Missouri 65615-0677

with a copy to:

Cunningham, Vogel & Rost, P.C.
Attention: Greg H. Dohrman, Esq.
3660 S. Geyer Road, Suite 340
St. Louis, Missouri 63127

(ii) In the case of the City, to:

City of Branson, Missouri
110 W. Maddux St. Suite 210 – City Hall
Branson, Missouri 65616
Attention: City Administrator

with a copy to:

City Attorney
110 W. Maddux St. Suite 210 – City Hall
Branson, Missouri 65616

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this section.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**HISTORIC DOWNTOWN BRANSON
COMMUNITY IMPROVEMENT DISTRICT**

ATTEST:

Mary E. Boush
Secretary

By: Kyle Junck

Printed Name: Kyle Junck

Title: Vice Chair

ATTEST:

CITY OF BRANSON, MISSOURI

Hillary Briand, City Clerk

By: Larry Milton, Mayor

APPROVED AS TO FORM:

[Signature]
City Attorney