

RESOLUTION NO.

A RESOLUTION ACKNOWLEDGING DISBURSEMENT NO. 25, 26, & 27 TO HCW FOR EXPENSES INCURRED ON THE BRANSON LANDING PROJECT PURSUANT TO THE TECHNICAL SERVICES CONTRACT.

WHEREAS, the City of Branson entered into a Technical Services Contract with HCW for the Branson Landing Project, and

WHEREAS, the terms of said Contract provide that the Contractor shall be reimbursed for certain expenses with the approval of the Board, and

WHEREAS, the Board of Aldermen previously authorized the reimbursement to HCW for these expenses per the terms of the Technical Services Contract

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

Section 1. The Board of Aldermen hereby acknowledges the reimbursement of certain expenses to HCW incurred on the Branson Landing Project pursuant to the Technical Services Agreement.


ADOPTED by the Board of Aldermen of the City of Branson, Missouri, this ____ day of _____, 2004.

Ron Huff
Mayor Pro Tem

ATTEST:

APPROVED AS TO FORM:

Sandra L. Williams, C.M.C.
City Clerk


Daniel R. Wichmer
City Attorney

DISBURSEMENT REQUEST

DATE: 05/14/04

REQUEST No. 25

REQUEST AMOUNT \$ 14,579.75

TO: City of Branson

ATTENTION:

City Administrator
110 West Maddux Street
Suite 200
Branson Missouri 65616



RE: Disbursement Pursuant To Section 4 Of The Second Amended And Restated Technical Services Agreement Between The City Of Branson And HCW Development Company, L.L.C. Dated December 20, 2002

You are hereby requested under the above referenced Section 4 of the Second Amended and Restated Technical Services Agreement to pay to HCW Development Company, L.L.C. (Developer - or the payees named below the following amounts in payment or reimbursement for the following costs:

- | | | |
|---|----|--|
| A. Costs Relating to the Convention Center | -- | 100% City Responsibility |
| B. Costs Relating to the Public Infrastructure | -- | 100% City Responsibility |
| C. Costs Relating to Site Development And Testing | -- | Allocation of Costs Between City and Developer |
| D. Costs Relating to Environmental Remediation | -- | 100% City Responsibility |

In accordance with this DISBURSEMENT REQUEST, the Developer states the following:

1. These costs have been incurred or have been paid by the Developer and are reimbursable under Section 4 of the Technical Services Agreement and satisfy the conditions of Section 5 of said agreement.
2. Each item listed on the DISBURSEMENT REQUEST has not been paid or reimbursed from monies previously obtained from the City, nor has any part thereof been included in previous DISBURSEMENT REQUESTS.
3. There have not been filed with or served upon the Developer any notice of any lien, right to a lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this DISBURSEMENT REQUEST, except to the extent any such lien is being contested in accordance with the Technical Services Agreement. Lien waivers for costs of labor, materials or other property provided to the Project for which payment is hereby requested will be filed with the City prior to payment of any subsequent DISBURSEMENT REQUEST.

4. CHECK APPLICABLE LINE ITEM:

_____ Disbursement of the amounts requested by this DISBURSEMENT REQUEST will not result in the total amount chargeable to the line item of the Project Budget exceeding the amount of such line item in the Project Budget.

_____ To the extent that the disbursement of the amounts requested by this DISBURSEMENT REQUEST creates deficiencies in any line item of the Project Budget, the undersigned hereby states that such deficiencies shall be funded as follows:

- _____ (a) From Project Budget line item surpluses
- _____ (b) From funded construction contingencies in the Project Budget

5. No event has occurred and no condition exists which constitutes, or with the passage of time or the giving of notice, or both, would constitute an event of default under the Technical Services Agreement or the Redevelopment Contract.
6. No costs included in this DISBURSEMENT REQUEST were incurred prior to December 20, 2002.
7. Any costs included in this DISBURSEMENT REQUEST relating to the reimbursement of travel and/or meals have (1) been approved in advance by the City and (2) such costs are equal to or less than the IRS guidelines with respect to such costs. No costs included in this DISBURSEMENT REQUEST relate to reimbursement of alcoholic beverages or entertainment.
8. All payees are third parties in which the Developer and/or its principals have no ownership interest.
9. Any amount payable to Graf Consulting hereunder does not, unless pre-approved by the City or permitted by the Technical Services Agreement, in the aggregate exceed \$7,500.00 for the month.
10. Evidence of the City's approval of all architects, engineers, consultants and firms is attached to the DISBURSEMENT REQUEST.

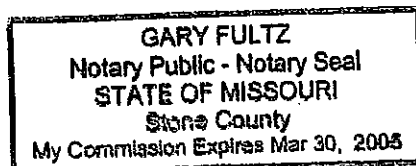
HCW DEVELOPMENT COMPANY, L.L.C.

STATE OF MISSOURI
COUNTY OF TANEY

BY: _____
IT'S: MANAGING MEMBER

On this 14th day of May, 2004, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Richard Huffman, of HCW Development Company, L.L.C., a Missouri limited liability company, who is personally known to me to be the same person who executed the within instrument on behalf of HCW Development Company, L.L.C., and such person duly acknowledged the execution of the same to be the act and deed of HCW Development Company, L.L.C.

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



Notary Public.

My Commission Expires:

3/30/05

DISBURSEMENT REQUEST SUMMARY

REQUEST NO. 25

DATE: 05/14/04

DISBURSEMENT REQUEST AMOUNT: \$14,579.75

PAYEE	PAYEE TAX ID NUMBER	DISBURSEMENT AMOUNT REQUESTED	LIEN WAIVER ATTACHED
HCW DEVELOPMENT COMPANY, LLC	47-0903605	\$14,579.75	We will submit lien waivers upon receipt of City payment to Developer.

TOTAL

\$ 14,579.75

Request No. 25
Date: 05/14/04

DISBURSEMENT REQUEST DETAIL

A = COSTS RELATING TO CONVENTION CENTER (100% CITY RESPONSIBILITY)
 B = COSTS RELATING TO PUBLIC INFRASTRUCTURE (100% CITY RESPONSIBILITY)
 C = COSTS RELATING TO SITE DEVELOPMENT AND TESTING (ALLOCATED BETWEEN CITY AND DEVELOPER)
 D = COSTS RELATING TO ENVIRONMENTAL REMEDIATION (100% CITY RESPONSIBILITY)

NO.	PAYEE	CONTRACT UNDER WHICH COST WAS INCURRED (EXHIBIT ATTACHED)	CITY APPROVAL DATE OF COST AND CONTRACT	COST CATEGORY A, B, C, D.	DESCRIPTION OF SERVICES	EXPLANATION OF COST ALLOCATION BETWEEN PUBLIC VS. PRIVATE COSTS
1.	HCW DEVELOPMENT COMPANY, LLC	TECHNICAL SERVICES AGREEMENT	12/20/02	A&B	GRAF INTERNATIONAL - \$7,500 APRIL SERVICES	14074505102035 918/075
2.	HCW DEVELOPMENT COMPANY, LLC	TECHNICAL SERVICES AGREEMENT	12/20/02	B	TOM BOYCE EXCAVATING INC - \$ 2,079.75	140734405107002
3.	HCW DEVELOPMENT COMPANY, LLC	PER CITY RESOLUTION	05/03/04		HCW MANAGEMENT CONSULTANTS - \$5,000 GROUND BREAKING MARKETING & ADVERTISING COSTS FOR 5/15/04	14074505102045
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DISBURSEMENT REQUEST

DATE: 05/21/04

REQUEST No. 26

COPY

REQUEST AMOUNT \$ 32,531.67

TO: City of Branson

ATTENTION:

City Administrator
110 West Maddux Street
Suite 200
Branson Missouri 65616



RE: Disbursement Pursuant To Section 4 Of The Second Amended And Restated Technical Services Agreement Between The City Of Branson And HCW Development Company, L.L.C. Dated December 20, 2002

You are hereby requested under the above referenced Section 4 of the Second Amended and Restated Technical Services Agreement to pay to HCW Development Company, L.L.C. (Developer - or the payees named below the following amounts in payment or reimbursement for the following costs:

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| B. Costs Relating to the Public Infrastructure | -- | 100% City Responsibility |
| C. Costs Relating to Site Development And Testing | -- | Allocation of Costs Between City and Developer |
| D. Costs Relating to Environmental Remediation | -- | 100% City Responsibility |

In accordance with this DISBURSEMENT REQUEST, the Developer states the following:

1. These costs have been incurred or have been paid by the Developer and are reimbursable under Section 4 of the Technical Services Agreement and satisfy the conditions of Section 5 of said agreement.
2. Each item listed on the DISBURSEMENT REQUEST has not been paid or reimbursed from monies previously obtained from the City, nor has any part thereof been included in previous DISBURSEMENT REQUESTS.
3. There have not been filed with or served upon the Developer any notice of any lien, right to a lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this DISBURSEMENT REQUEST, except to the extent any such lien is being contested in accordance with the Technical Services Agreement. Lien waivers for costs of labor, materials or other property provided to the Project for which payment is hereby requested will be filed with the City prior to payment of any subsequent DISBURSEMENT REQUEST.

4. CHECK APPLICABLE LINE ITEM:

_____ Disbursement of the amounts requested by this DISBURSEMENT REQUEST will not result in the total amount chargeable to the line item of the Project Budget exceeding the amount of such line item in the Project Budget.

_____ To the extent that the disbursement of the amounts requested by this DISBURSEMENT REQUEST creates deficiencies in any line item of the Project Budget, the undersigned hereby states that such deficiencies shall be funded as follows:

- _____ (a) From Project Budget line item surpluses
- _____ (b) From funded construction contingencies in the Project Budget

5. No event has occurred and no condition exists which constitutes, or with the passage of time or the giving of notice, or both, would constitute an event of default under the Technical Services Agreement or the Redevelopment Contract.
6. No costs included in this DISBURSEMENT REQUEST were incurred prior to December 20, 2002.
7. Any costs included in this DISBURSEMENT REQUEST relating to the reimbursement of travel and/or meals have (1) been approved in advance by the City and (2) such costs are equal to or less than the IRS guidelines with respect to such costs. No costs included in this DISBURSEMENT REQUEST relate to reimbursement of alcoholic beverages or entertainment.
8. All payees are third parties in which the Developer and/or its principals have no ownership interest.
9. Any amount payable to Graf Consulting hereunder does not, unless pre-approved by the City or permitted by the Technical Services Agreement, in the aggregate exceed \$7,500.00 for the month.
10. Evidence of the City's approval of all architects, engineers, consultants and firms is attached to the DISBURSEMENT REQUEST.

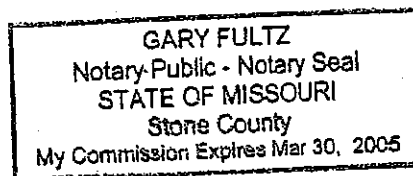
HCW DEVELOPMENT COMPANY, L.L.C.

STATE OF MISSOURI
COUNTY OF TANEY

BY: [Signature]
IT'S: MANAGING MEMBER

On this 21st day of May, 2004, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Richard Huffman, of HCW Development Company, L.L.C., a Missouri limited liability company, who is personally known to me to be the same person who executed the within instrument on behalf of HCW Development Company, L.L.C., and such person duly acknowledged the execution of the same to be the act and deed of HCW Development Company, L.L.C.

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



[Signature]

Notary Public

My Commission Expires:
3/30/05

DISBURSEMENT REQUEST SUMMARY

REQUEST NO. 26

DATE: 05/21/04

DISBURSEMENT REQUEST AMOUNT: \$32,531.67

PAYEE	PAYEE TAX ID NUMBER	DISBURSEMENT AMOUNT REQUESTED	LIEN WAIVER ATTACHED
HCW DEVELOPMENT COMPANY, LLC	47-0903605	\$32,531.67	We will submit lien waivers upon receipt of City payment to Developer.

TOTAL \$ 32,531.67

Request No. 26
Date: 05/21/04

DISBURSEMENT REQUEST DETAIL

(100% CITY RESPONSIBILITY)
(100% CITY RESPONSIBILITY)
(ALLOCATED BETWEEN CITY AND DEVELOPER)
(100% CITY RESPONSIBILITY)

(100% CITY RESPONSIBILITY)
(100% CITY RESPONSIBILITY)
(ALLOCATED BETWEEN CITY AND DEVELOPER)
(100% CITY RESPONSIBILITY)

A = COSTS RELATING TO CONVENTION CENTER
B = COSTS RELATING TO PUBLIC INFRASTRUCTURE
C = COSTS RELATING TO SITE DEVELOPMENT AND TESTING
D = COSTS RELATING TO ENVIRONMENTAL REMEDIATION

NO.	PAYEE	CONTRACT UNDER WHICH COST WAS INCURRED (EXHIBIT ATTACHED)	CITY APPROVAL DATE OF COST AND CONTRACT	COST CATEGORY A. B. C. D.	DESCRIPTION OF SERVICES	EXPLANATION OF COST ALLOCATION BETWEEN PUBLIC VS. PRIVATE COSTS
1.	HCW DEVELOPMENT COMPANY, LLC	TECHNICAL SERVICES AGREEMENT	12/20/02	A&B	BERGER DEVINE YAEGAR, INC. - \$32,455.57 ENVIRONMENTAL ASSESSMENT AND BRANSON RR CROSSINGS - ENGINEERING COST FOR PRELIMINARY DESIGN	140.73145102020 SPLIT 20% CITY AND 80% DEVELOPER
2.	HCW DEVELOPMENT COMPANY, LLC	TECHNICAL SERVICES AGREEMENT	12/20/02	C	THOUSAND HILLS - \$76.10 ARCHITECT PRESENTATION - SCHEMATICS SITE DEVELOPMENT	140.74505102043
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DISBURSEMENT REQUEST

DATE: 05/28/04

REQUEST No. 27

REQUEST AMOUNT \$ 2,337.28

TO: City of Branson

ATTENTION:

City Administrator
110 West Maddux Street
Suite 200
Branson Missouri 65616



RE: Disbursement Pursuant To Section 4 Of The Second Amended And Restated Technical Services Agreement Between The City Of Branson And HCW Development Company, L.L.C. Dated December 20, 2002

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| A. Costs Relating to the Convention Center | -- | 100% City Responsibility |
| B. Costs Relating to the Public Infrastructure | -- | 100% City Responsibility |
| C. Costs Relating to Site Development And Testing | -- | Allocation of Costs Between City and Developer |
| D. Costs Relating to Environmental Remediation | -- | 100% City Responsibility |

In accordance with this DISBURSEMENT REQUEST, the Developer states the following:

1. These costs have been incurred or have been paid by the Developer and are reimbursable under Section 4 of the Technical Services Agreement and satisfy the conditions of Section 5 of said agreement.
2. Each item listed on the DISBURSEMENT REQUEST has not been paid or reimbursed from monies previously obtained from the City, nor has any part thereof been included in previous DISBURSEMENT REQUESTS.
3. There have not been filed with or served upon the Developer any notice of any lien, right to a lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this DISBURSEMENT REQUEST, except to the extent any such lien is being contested in accordance with the Technical Services Agreement. Lien waivers for costs of labor, materials or other property provided to the Project for which payment is hereby requested will be filed with the City prior to payment of any subsequent DISBURSEMENT REQUEST.

4. CHECK APPLICABLE LINE ITEM:


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9. Any amount payable to Graf Consulting hereunder does not, unless pre-approved by the City or permitted by the Technical Services Agreement, in the aggregate exceed \$7,500.00 for the month.
10. Evidence of the City's approval of all architects, engineers, consultants and firms is attached to the DISBURSEMENT REQUEST.

STATE OF MISSOURI
COUNTY OF TANEY

HCW DEVELOPMENT COMPANY, L.L.C.
BY: 
IT'S: MANAGING MEMBER

On this 28th day of May, 2004, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Richard Huffman, of HCW Development Company, L.L.C., a Missouri limited liability company, who is personally known to me to be the same person who executed the within instrument on behalf of HCW Development Company, L.L.C., and such person duly acknowledged the execution of the same to be the act and deed of HCW Development Company, L.L.C.

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

GARY FULTZ
Notary Public - Notary Seal
STATE OF MISSOURI
Stone County
My Commission Expires Mar 30, 2005



Notary Public

My Commission Expires:

3/30/05

DISBURSEMENT REQUEST SUMMARY

REQUEST NO. 27

DATE: 05/28/04

DISBURSEMENT REQUEST AMOUNT: \$2,337.28

PAYEE	PAYEE TAX ID NUMBER	DISBURSEMENT AMOUNT REQUESTED	LIEN WAIVER ATTACHED
HCW DEVELOPMENT COMPANY, LLC	47-0903605	\$2,337.28	We will submit lien waivers upon receipt of City payment to Developer.

TOTAL

\$ 2,337.28

DISBURSEMENT REQUEST DETAIL

(100% CITY RESPONSIBILITY)
 (100% CITY RESPONSIBILITY)
 (ALLOCATED BETWEEN CITY AND DEVELOPER)
 (100% CITY RESPONSIBILITY)

(100% CITY RESPONSIBILITY)
 (100% CITY RESPONSIBILITY)
 (ALLOCATED BETWEEN CITY AND DEVELOPER)
 (100% CITY RESPONSIBILITY)

A = COSTS RELATING TO CONVENTION CENTER
 B = COSTS RELATING TO PUBLIC INFRASTRUCTURE
 C = COSTS RELATING TO SITE DEVELOPMENT AND TESTING
 D = COSTS RELATING TO ENVIRONMENTAL REMEDIATION

NO.	PAYEE	CONTRACT UNDER WHICH COST WAS INCURRED (EXHIBIT ATTACHED)	CITY APPROVAL DATE OF COST AND CONTRACT	COST CATEGORY A. B. C. D.	DESCRIPTION OF SERVICES	EXPLANATION OF COST ALLOCATION BETWEEN PUBLIC VS. PRIVATE COSTS
1.	HCW DEVELOPMENT COMPANY, LLC	TECHNICAL SERVICES AGREEMENT	12/20/02	A&B	TVS&A, INC. - \$2,337.28 ARCHITECTURAL SERVICES - BRANSON WATERFRONT REIMBURSEABLE EXPENSES @ COST	SPLIT 20% CITY AND 80% DEVELOPER 14073605102019
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