



CITY OF OSAGE BEACH
BOARD OF ALDERMEN MEETING

REVISED 02-16-2016

1000 City Parkway
Osage Beach, MO 65065
573/302-2000 FAX 573/302-0528
Email: www.osagebeach.org

TENTATIVE AGENDA

REGULAR MEETING
February 18, 2016 – 6:30 P.M.
CITY HALL

***** Note: Make sure your cell phone is turned off or on a silent tone only. Please sign the attendance sheet located at the podium if you desire to address the Board.

CALL TO ORDER
Pledge of Allegiance
Roll Call

MAYOR'S COMMUNICATIONS

CITIZENS' COMMUNICATIONS

- This is a time set aside on the agenda for citizens and visitors to address the Mayor and Board on any topic that is not a public hearing. The Board will not take action on any item not listed on the agenda, but the Mayor and Board welcome and value input and feedback from the public. Speakers will be restricted to three minutes unless otherwise permitted. Minutes may not be donated or transferred from one speaker to another.

APPROVAL OF CONSENT AGENDA

If the Board desires, the consent agenda may be approved by a single motion.

- Minutes of 02/04/16 (Page 01)
- Bills List (Page 07)

UNFINISHED BUSINESS

- A. Bill No. 15-57. Authorize the Arrowhead Center Tax Increment Financing Redevelopment Agreement as it Applies to Redevelopment Project Area I of the Redevelopment Plan. Second Reading (Page 28)

- B. Bill No. 15-59. Authorize the Arrowhead Center Tax Increment Financing Redevelopment Agreement as it applies to Redevelopment Project Area III of the Redevelopment Plan. Second Reading (Page 33)

NEW BUSINESS

- A. Bill No. 16-16. Authorize Tax Increment Financing Redevelopment Agreement between City and Arrowhead Development Group, LLC. First and Second Readings (Page 38)
- B. Bill No. 16-17. Authorize Mayor to Execute Contract for 2016 Storm Drain Improvements. First and Second Readings (Page 127)
- C. Bill No. 16-18. Amendments to 2016 National Building Code. First Reading (Page 136)
- D. Bill No. 16-19. Bid Award for Walk in Cooler for the Osage Beach City Park. First and Second Readings (Page 145)
- E. Discussion of Insurance Requirements and Limits for Contractors and other Third Party Agreements/Contracts (Page 154)
- F. Request to Reject Bids for Park Entrance Sign (Page 162)
- G. Authorize Purchase of Lift Station Pumps and Parts (Page 165)
- H. Authorize Purchase of Module from Tyler Technologies for Paperless Option (Page 171)
- I. Authorize Participation in MoDOT's Highway Traffic Safety Program (Page 176)
- J. **Bill No. 16.20. Authorize Termination of Construction Contract with Utility Service Company for the Swiss Village Water Tower Repainting Project. First and Second Readings (Page 178)**
- K. **Bill No. 16-21. Authorize Contract with TMI Coatings, Inc. for the Swiss Village Water Tower Repainting Project. First and Second Readings (Page 181)**
- L. **Bill No. 16-22. Amendment to Section 110 by adding a Section regarding Expenditures from Community Promotions – Community Event Support. First and Second Readings (Page 188)**
- M. Bikefest Sponsorship Request (Page 198)

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

ADJOURN

Representatives of the news media may obtain copies of this notice by contacting the following:

Diann Warner, City Clerk,
1000 City Parkway

Osage Beach, MO 65065
573-302-2000 ex 230
dwarner@osagebeach.org

If any member of the public requires a specific accommodation as addressed by the Americans with Disabilities Act, please contact the City Clerk's office forty-eight hours in advance of the meeting at the above telephone number.

MINUTES OF THE REGULAR MEETING OF THE BOARD OF ALDERMEN
OF THE CITY OF OSAGE BEACH, MISSOURI

February 4, 2016

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a regular meeting on Thursday, February 4, 2016 at 6:30 p.m. at City Hall. The following were present: Mayor Penny Lyons, Alderman Jeff Bethurem, Alderman Phyllis Marose, Alderman John Olivarri, Alderman Ron Schmitt, Alderman Kevin Rucker and Alderman Tom Walker. Diann Warner, City Clerk, was present and performed the duties of that office.

Mayor's Communications.

Mayor Lyons reported that the Lake of the Ozarks Regional Economic Development Council has rescheduled its annual meeting for February 11, at Seven Springs Winery. Osage Beach has been a member since its inception. They actively represent the lake area in marketing, economic development and the recent housing study. Mayor Lyons encouraged Board members to attend the LOREDC meeting next week.

Citizens Communications.

No one was present who wished to speak during this portion of the meeting.

Consent Agenda.

Alderman Marose moved to approve the consent agenda which includes minutes of the regular meeting held on January 21, 2016, a liquor license for Wicked Willie's Sports Grill and the bills list as submitted. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Unfinished Business.

None

New Business.

Public Hearing.

Phase One of the Peanick Park Playground Enhancement Project.

The Land and Water Conservation Fund grant application requires that citizens be afforded the opportunity to express their views concerning the recreational needs of the community. Park Manager Matt Vandervoort explained that Phase One of the Peanick Park Playground Enhancement Project includes replacing the age 2-5 playground equipment with safe equipment as well as up-to-date safety surfacing which will provide ADA access. Currently the City does not offer up-to-date playground safety equipment at the 19-acre Peanick Park. Future phases include replacing the remaining playground equipment and surfacing with up-to-date safety and accessibility as well as adding multiple interactive detached pieces of equipment and shaded seating areas. Public and Board support of this project is vital as we move forward with this grant application. Notice of such public meeting has been given as requested by the grant application.

No one was present to speak in favor of or in opposition to the Peanick Park Playground Enhancement Project; therefore, Mayor Lyons closed the public hearing at 6:35 p.m.

Bill No. 16-13. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH STOCKMAN CONSTRUCTION CORPORATION FOR THE OSAGE BEACH PARKWAY INTERSECTION AND BARRY PREWITT IMPROVEMENTS

The following bids were received for the Osage Beach Parkway and Barry Prewitt Improvements:

Sam Gaines Construction Inc.	\$687,015.03
B & P Patterson LLC	\$687,483.20
Stockman Construction Corp	\$668,824.91

Public Works Director Nick Edelman explained that the project includes removing and replacing the signal light at the intersection, a sidewalk that will be constructed to the Ozark Garden Apartments and an island will be installed for safety.

The apparent low bidder is Stockman Construction Corp. The budgeted amount for this project was \$750,000. Stockman has completed work for the City in the recent past with good results. Public Works Director Edelman recommended approval of this ordinance.

Mayor Lyons presented the first reading of Bill No. 16-13 by title only. It was noted that Bill No. 16-13 has been available for public review. Alderman Olivarri moved to approve the first reading of Bill No. 16-13 as presented. Alderman Marose seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 16-13 by title only. It was noted that Bill No. 16-13 has been available for public review. Alderman Rucker moved to approve the second reading of Bill No. 16-13 as presented. Alderman Bethurem seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 16-13 and to pass same into ordinance: “Ayes”: Alderman Schmitt, Alderman Rucker, Alderman Olivarri, Alderman Marose, Alderman Bethurem, Alderman Walker. “Nays”: None. Bill No. 16-13 was passed and approved as Ordinance No. 16.13.

Bill No. 16-14. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH YOUNG’S GENERAL CONTRACTING, INC. FOR THE GRAND GLAIZE OSAGE BEACH AIRPORT TREE CLEARING PROJECT

The following bids were submitted:

	Base Bid	Alt Bid 1	Alt Bid 2
Midwest Const. Srvs.	\$155,500.00	\$18,750.00	\$17,700.00
CSD Environmental Srvs	\$122,778.67	\$30,450.00	\$16,043.70

Young's General Cont.	\$129,763.50	\$13,510.00	\$20,164.50
Moon Construction	\$181,435.00	\$7,000.00	\$11,400.00
Travis Hodge Hauling	\$289,300.00	\$28,000.00	\$30,000.00
American Pride Hauling	\$246,903.50	\$15,000.00	\$18,600.00
Show-Me Asphalt Paving	\$154,453.58	\$66,640.00	\$27,098.04
Ken Kauffman & Sons	\$213,500.00	\$7,000.00	\$16,500.00

Public Works Director Nick Edelman said the City's consultant, Crawford, Murphy & Tilly recommended the bid be awarded to Young's General Contracting, the low bidder in the amount of \$163,438.00.

Mr. Edelman said if this project is approved, there is a budget amendment to follow since the project was anticipated to start in 2015. The funds must be budgeted in the 2016 budget.

MoDOT will be issuing a supplemental grant agreement to cover the project, which will be at a future Board of Aldermen meeting. The City will be reimbursed for 90% of the costs and the City's portion will be \$16,343.80.

The Public Works Department recommended approval of this ordinance.

Mayor Lyons presented the first reading of Bill No. 16-14 by title only. It was noted that Bill No. 16-14 has been available for public review. Alderman Olivarri moved to approve the first reading of Bill No. 16-14 as presented. Alderman Marose seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 16-14 by title only. It was noted that Bill No. 16-14 has been available for public review. Alderman Olivarri moved to approve the second reading of Bill No. 16-14 as presented. Alderman Rucker seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 16-14 and to pass same into ordinance: "Ayes": Alderman Rucker, Alderman Olivarri, Alderman Marose, Alderman Bethurem, Alderman Walker, Alderman Schmitt. "Nays": None. Bill No. 16-14 was passed and approved as Ordinance No. 16.14.

Bill No. 16-15. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 15.97 ADOPTING THE 2016 ANNUAL BUDGET, TRANSFER OF FUNDS FOR NECESSARY EXPENSES.

Mayor Lyons presented the first reading of Bill No. 16-15 by title only. It was noted that Bill No. 16-15 has been available for public review. Alderman Rucker moved to approve the first reading of Bill No. 16-15 as presented. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 16-15 by title only. It was noted that Bill No. 16-15 has been available for public review. Alderman Olivarri moved to approve the second reading of Bill No. 16-15 as presented. Alderman Rucker seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 16-15 and to pass same into ordinance: “Ayes”: Alderman Olivarri, Alderman Marose, Alderman Bethurem, Alderman Walker, Alderman Schmitt, Alderman Rucker. “Nays”: None. Bill No. 16-15 was passed and approved as Ordinance No. 16.15.

Communications from Members of the Board of Aldermen.

Alderman Marose. Phyllis Marose asked about allocating funds for the Bike Fest. City Administrator Jeana Woods said she spoke with Tim Jacobson of the Convention and Visitor Bureau and asked for more information. She is developing an application and a policy for organizations to request funding for events. Alderman Olivarri asked this matter to be placed on a future agenda and he asked other board members to submit questions to the City Administrator regarding the application and policy.

Alderman Marose said she was glad to see that the school flashing device is working. Alderman Marose asked about the digital signs and private roads. She said she would like to see the electronic billboards used to advertise City events that are scheduled. City Administrator Woods said she is working on both issues and will provide the information to the Board when she completes the research.

Alderman Bethurem. Jeff Bethurem questioned whether the low oil prices would decrease the cost of road projects. Public Works Director Nick Edelman explained he is working with MoDOT and Lake Ozark to try to seal coat the entire Parkway at one time to get a better price. He said his department is watching commodities and tracking prices to determine the best time to bid projects according to the market.

Alderman Rucker. Kevin Rucker questioned the status of the insurance requirements for City contracts. City Administrator Woods said she is gathering every third party contract the City has and she has asked a representative of MPR to attend a Board meeting to answer questions.

Alderman Rucker asked about the meeting with the taxicab companies. City Administrator Woods reported that Police Chief Todd Davis and the City Administrator of Lake Ozark met along with nine taxicab operators. She said they were briefed on the process; however, some operators want the City to do more oversight regarding insurance. Taxicabs that have a permit to operate in Osage Beach will have a yellow hang tag on the rear view mirror. Alderman Rucker said he appreciated the City Administrator meeting with the taxi companies.

Alderman Rucker asked when the opticom will be installed on the ambulances. Police Chief Davis responded that the item will be bid out in the near future.

Staff Communications.

City Administrator. Jeana Woods reported that LOREDC will meet on February 11 at Seven Springs and the Osage Beach Parkway West Study Committee will meet on Friday, February 5 here at City Hall at 3:30 p.m. She reported that she had met with twelve firms regarding the

request for qualifications for the parkway study.

City Administrator Woods reported that the Lake of the Ozarks Council of Local Governments is a member of EDAC and they have a draft of a comprehensive economic development strategy for the region. Comments will be solicited and if the plan is adopted, it will help in obtaining USDA funding.

Police Department. Todd Davis reported that the Polar Bear Strut and Plunge will be February 27. Cops on Top will collect donations on top of Hy-Vee again this year. Chief Davis announced that the Pub Crawl will be on February 20.

City Planner. Cary Patterson reported on the LOREDC housing subcommittee and the group identified work force housing to be the biggest need in every community. He said the housing study will be beneficial and it will provide valuable information. City Planner Patterson reported that on the agenda for the upcoming Planning Commission meeting is a request to rezone property for the type of housing that is needed in Osage Beach.

City Planner Patterson asked the Board to provide names of individuals who would participate in a stakeholder meeting. He added that Osage Beach is well represented on the committee.

City Engineer. Nick Edelman reported that the signal light at Nichols has been changed back to video detection rather than timing based. Another problem was detected with the camera getting dirty and causing it to malfunction during daylight hours. Alderman Bethurem pointed out an issue with traffic backing up when the company is working on the light. Public Works Director Edelman will have signs indicating lane closures in the future. Mr. Edelman said part of the signal equipment will be replaced during the project for Nichols/Osage Beach Parkway Improvements.

Upon a question about ownership of the signal lights, Mr. Edelman said the following lights are owned by the City: KK and Nichols on the west side and the light at Dierbergs, the mall, Wal-Mart and Hy-Vee on the east side.

Alderman Marose asked about the status of signage indicating right turns on red are allowed. Public Works Director Edelman said he has not received a response from MoDOT.

Park Department. Matt Vandervoort thanked the public works crew for helping demolish the building at Peanick Park.

Airport Manager. Ty Dinsdale introduced Tim Duenser, a new airport employee from Dubuque, IA. Mr. Duenser was welcomed.

Alderman Bethurem inquired about individuals who rent hangars that do not own airplanes. Airport Manager Ty Dinsdale said he working on a policy to address that situation.

There being no further business to come before the Board, the meeting adjourned at 7:25 p.m.

I, Diann Warner, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, held on February 4, 2016.

Diann Warner, City Clerk

Penny Lyons, Mayor

**CITY OF OSAGE BEACH
BILLS LIST
February 18, 2016**

Bills Paid Prior to Board Meeting	270,258.92
Payroll Paid Prior to Board Meeting	115,865.12
SRF Transfer Prior to Board Meeting	0.00
TIF Transfer Prewitt's Pt	0.00
TIF Transfer Dierbergs	0.00
Bills Pending Board Approval	252,161.08
Total Expenses	<u>638,285.12</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MIDWEST PUBLIC RISK	ADJUST PR DEDUCTIONS	806.01
			ADJUST PR DEDUCTIONS	18.31
			ADJUST PR DEDUCTIONS	15.08
			Dental Insurance Premiums	544.81
			Dental Insurance Premiums	544.81
			Health Insurance Contribut	603.50
			Health Insurance Contribut	603.50
			Health Insurance Contribut	440.00
			Health Insurance Contribut	440.00
			Vision Insurance Contribut	112.98
			Vision Insurance Contribut	112.98
			Vision Insurance Contribut	37.60
			Vision Insurance Contribut	37.60
			Vision Insurance Contribut	60.32
			Vision Insurance Contribut	60.32
		FAMILY SUPPORT PAYMENT CENTER	Case #81106219	150.00
			Case #31550944	138.46
		MO DEPT OF REVENUE	State Withholding	3,400.73
		INTERNAL REVENUE SERVICE	Fed WH	10,709.04
			FICA	6,430.02
			Medicare	1,503.83
		PRE PAID LEGAL SERVICES INC DBA	Pre-Paid Legal Premiums	24.90
			Pre-Paid Legal Premiums	24.90
		ICMA	Loan Repayment	186.42
			Retirement 457 &	343.57
			Retirement 457	815.00
			Loan Repayments	839.51
			Loan Repayments	622.98
			Loan Repayments	414.84
			Loan Repayments	235.09
			Loan Repayments	162.85
			Loan Repayments	223.68
			Loan Repayments	155.86
			Loan Repayments	476.14
			Loan Repayments	326.32
			Retirement Roth IRA %	74.34
			Retirement Roth IRA	340.00
		CAMDEN COUNTY ASSOC COURT	CASH APPEARANCE BOND	500.00
			CASH APPEARANCE BOND	500.00
		COLONIAL LIFE & ACCIDENT	ADJUST PR DEDUCTIONS	0.01-
			Colonial Supplemental Insu	30.86
			Colonial Supplemental Insu	30.86
		AFLAC	Aflac Insurance Premiums	45.21
			Aflac Insurance Premiums	45.21
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	1,250.05
			American Fidelity	1,250.05
			Amerian Fidelity	843.18
			Amerian Fidelity	843.18
			ADJUST PAYROLL DEDUCTIONS	20.77-
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	ADJUST PAYROLL DEDUCTIONS	333.66
			ADJUST PAYROLL DEDUCTIONS	80.96-
			Group Life Ins and Buy Up	108.68
			Group Life Ins and Buy Up	108.68
		JP MORGAN CHASE BANK	HSA Contribution	175.00
			HSA Family/Dep. Contributi	1,295.00
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	ADJUST PAYROLL DEDUCTIONS	228.38-

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Dependent Care	416.66
			Dependent Care	416.66
			Flexible Spending Accts -	10.00
			Flexible Spending Accts -	218.33
		TEXAS LIFE INSURANCE CO	ADJUST PR DEDUCTIONS	68.67
			Texas Life After Tax	187.61
			Texas Life After Tax	187.61
		JEFFERSON CITY MUNICIPAL COURT	CASH APPEARANCE BOND	500.00
		CIRCUIT CLERK OF DALLAS COUNTY	Case No. 12DA-CC00055	115.60
			TOTAL:	41,186.94
Mayor & Board	General Fund	AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	20.84
			TOTAL:	20.84
City Administrator	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	59.52
			Dental Insurance Premiums	59.52
			Health Insurance Contribut	1,038.22
			Health Insurance Contribut	1,038.22
			Vision Insurance Contribut	10.78
			Vision Insurance Contribut	10.78
		INTERNAL REVENUE SERVICE	FICA	480.43
			Medicare	112.36
		ICMA	Retirement 401	474.29
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	22.14
			Group Life Ins and Buy Up	22.14
			Short Term Disability Ins	27.06
			Short Term Disability Ins	27.06
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	150.00
			TOTAL:	3,532.52
City Clerk	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	89.28
			Dental Insurance Premiums	89.28
			Health Insurance Contribut	1,343.40
			Health Insurance Contribut	1,343.40
			Vision Insurance Contribut	11.31
			Vision Insurance Contribut	11.31
		INTERNAL REVENUE SERVICE	FICA	314.81
			Medicare	73.62
		ICMA	Retirement 401	314.43
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	16.08
			Group Life Ins and Buy Up	16.08
			Short Term Disability Ins	27.06
			Short Term Disability Ins	27.06
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	213.84
			TOTAL:	3,890.96
City Treasurer	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	59.52
			Dental Insurance Premiums	59.52
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	201.57
			Health Insurance Contribut	201.57
			Health Insurance Contribut	519.11
			Health Insurance Contribut	519.11
			Health Insurance Contribut	447.80
			Health Insurance Contribut	447.80

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	5.67
			Vision Insurance Contribut	5.67
		GFOA OF MO	WINTER CONF - A KNUTSON	95.00
		INTERNAL REVENUE SERVICE	FICA	436.01
			Medicare	101.97
		ICMA	Retirement 401	442.00
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	32.18
			Group Life Ins and Buy Up	32.18
			Short Term Disability Ins	36.08
			Short Term Disability Ins	36.08
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
			TOTAL:	3,911.28
Municipal Court	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.76
			Dental Insurance Premiums	29.76
			Health Insurance Contribut	519.11
			Health Insurance Contribut	519.11
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	5.39
		WASHBURN, WILLIAM F	JAN MUNUICIPAL JUDGE SERV	1,763.17
		INTERNAL REVENUE SERVICE	FICA	72.71
			Medicare	17.01
		MACA TREASURER	D URLICKS, M TAYLOR, L WOO	150.00
		ICMA	Retirement 401	75.07
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	6.28
			Group Life Ins and Buy Up	6.28
			Short Term Disability Ins	9.02
			Short Term Disability Ins	9.02
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	3,292.08
City Attorney	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.76
			Dental Insurance Premiums	29.76
			Health Insurance Contribut	519.11
			Health Insurance Contribut	519.11
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	5.39
		INTERNAL REVENUE SERVICE	FICA	307.69
			Medicare	71.96
		ICMA	Retirement 401	300.98
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	14.97
			Group Life Ins and Buy Up	14.97
			Short Term Disability Ins	9.02
			Short Term Disability Ins	9.02
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	1,912.13
Building Inspection	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	89.28
			Dental Insurance Premiums	89.28
			Health Insurance Contribut	1,557.33
			Health Insurance Contribut	1,557.33
			Vision Insurance Contribut	16.17
			Vision Insurance Contribut	16.17

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	FICA	338.35
			Medicare	79.12
		ICMA	Retirement 401	338.56
		AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	42.46
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	21.15
			Group Life Ins and Buy Up	21.15
			Short Term Disability Ins	27.06
			Short Term Disability Ins	27.06
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	225.00
			TOTAL:	4,445.47
Building Maintenance	General Fund	REPUBLIC SERVICES INC	CITY HALL JAN TRASH SERVI	136.25
			TOTAL:	136.25
Parks	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.76
			Dental Insurance Premiums	29.76
			Dental Insurance Premium	34.16
			Dental Insurance Premium	34.16
			Health Insurance Contribut	403.14
			Health Insurance Contribut	403.14
			Health Insurance Contribut	519.11
			Health Insurance Contribut	519.11
			Vision Insurance Contribut	3.78
			Vision Insurance Contribut	3.78
		INTERNAL REVENUE SERVICE	FICA	226.13
			Medicare	52.89
		ICMA	Retirement 401	222.74
		AT&T MOBILITY-CELLS	PARK CELL PHONE	32.46
		MISSOURI PARK & RECREATION ASSOC	MCONF CRIDER, WHITE, VANDE	1,105.00
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	12.40
			Group Life Ins and Buy Up	12.40
			Short Term Disability Ins	27.06
			Short Term Disability Ins	27.06
		JP MORGAN CHASE BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	75.00
		AMEREN MISSOURI	FISH HATCHERY RD MAINT BLD	20.34
			CITY PARK #2 DISPLAY C	11.81
			FISH HATCHERY RD SOCCER FL	20.43
			CITY PARK #2 DISPLAY D	10.24
			FISH HATCHERY RD BALL FIEL	1,105.92
			CITY PARK #2 DISPLAY B	11.99
			CITY PARK #2 DISPLAY A	10.94
			CITY PARK #2 IRRIGATION PU	11.46
			TOTAL:	5,051.17
Human Resources	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.76
			Dental Insurance Premiums	29.76
			Health Insurance Contribut	447.80
			Health Insurance Contribut	447.80
			Vision Insurance Contribut	3.77
			Vision Insurance Contribut	3.77
		INTERNAL REVENUE SERVICE	FICA	137.48
			Medicare	32.15
		LEIGH, CINDY	CHILI/SOUP COOK-OFF GIFT C	150.00
			MPR BRD MTGS MILEAGE REIMB	568.33
		ICMA	Retirement 401	138.38

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	7.49
			Group Life Ins and Buy Up	7.49
			Short Term Disability Ins	9.02
			Short Term Disability Ins	9.02
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	2,097.02
Overhead	General Fund	CHARTER COMMUNICATIONS HOLDING CO LLC	FEB SERVICE	98.05
			TOTAL:	98.05
Police	General Fund	PRI MANAGEMENT GROUP	MODEL PD RECORDS - M O'DAY	385.00
			MODEL PD RECORDS - A QUADE	385.00
		MIDWEST PUBLIC RISK	Dental Insurance Premiums	565.44
			Dental Insurance Premiums	565.44
			Dental Insurance Premium	153.72
			Dental Insurance Premium	153.72
			Health Insurance Contribu	295.48
			Health Insurance Contribu	295.48
			Health Insurance Contribut	1,410.99
			Health Insurance Contribut	1,410.99
			Health Insurance Contribut	3,633.77
			Health Insurance Contribut	3,633.77
			Health Insurance Contribut	4,925.80
			Health Insurance Contribut	4,925.80
			Vision Insurance Contribut	59.29
			Vision Insurance Contribut	59.29
			Vision Insurance Contribut	17.01
			Vision Insurance Contribut	17.01
			Vision Insurance Contribut	30.16
			Vision Insurance Contribut	30.16
		INTERNAL REVENUE SERVICE	FICA	2,882.35
			Medicare	674.11
		ICMA	Retirement 401	2,874.00
		AT&T MOBILITY-CELLS	POLICE DEPT CELL PHONES	24.71
		MO PEACE OFFICERS ASSOC	2016 MEMBERSHIPS	460.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	10.42
			American Fidelity	10.42
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	176.22
			Group Life Ins and Buy Up	176.22
			Short Term Disability Ins	243.54
			Short Term Disability Ins	243.54
		JP MORGAN CHASE BANK	HSA Contribution	225.00
			HSA Family/Dep. Contributi	1,425.00
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	10.42
			Flexible Spending Accts -	10.42
			TOTAL:	32,399.69
911 Center	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	238.08
			Dental Insurance Premiums	238.08
			Dental Insurance Premium	34.16
			Dental Insurance Premium	34.16
			Health Insurance Contribut	403.14
			Health Insurance Contribut	403.14
			Health Insurance Contribut	519.11
			Health Insurance Contribut	519.11
			Health Insurance Contribut	2,239.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	2,239.00
			Vision Insurance Contribut	10.78
			Vision Insurance Contribut	10.78
			Vision Insurance Contribut	7.56
			Vision Insurance Contribut	7.56
			Vision Insurance Contribut	15.08
			Vision Insurance Contribut	15.08
		AT & T/CITY HALL	SERV 01/23-02/22/16	1,359.91
		INTERNAL REVENUE SERVICE	FICA	735.45
			Medicare	172.01
		ICMA	Retirement 401	744.99
		CHARTER COMMUNICATIONS HOLDING CO LLC	FEB SERVICE	79.99
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	10.42
			American Fidelity	10.42
			Amerian Fidelity	10.42
			Amerian Fidelity	10.42
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	60.10
			Group Life Ins and Buy Up	60.10
			Short Term Disability Ins	99.22
			Short Term Disability Ins	99.22
		JP MORGAN CHASE BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	450.00
			TOTAL:	10,911.49
Planning	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.76
			Dental Insurance Premiums	29.76
			Health Insurance Contribut	447.80
			Health Insurance Contribut	447.80
		INTERNAL REVENUE SERVICE	FICA	151.99
			Medicare	35.55
		ICMA	Retirement 401	149.05
		AT&T MOBILITY-CELLS	PLANNER CELL PHONE	23.86
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	8.48
			Group Life Ins and Buy Up	8.48
			Short Term Disability Ins	9.02
			Short Term Disability Ins	9.02
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	1,425.57
Information Technology	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.76
			Dental Insurance Premiums	29.76
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	403.14
			Health Insurance Contribut	403.14
			Vision Insurance Contribut	3.78
			Vision Insurance Contribut	3.78
		INTERNAL REVENUE SERVICE	FICA	346.62
			Medicare	81.07
		ICMA	Retirement 401	307.63
		AT&T INTERNET/IP SERVICES	SERV 01/19-02/18/16	853.56
		AT & T /EMSGTWY_SBC	DEC SERV	141.07
		CHARTER COMMUNICATIONS HOLDING CO LLC	FEB SERVICE	279.96
		AT&T MOBILITY-CELLS	2016 SERV	7.80
			JAN SERV	857.14
			IT DEPT CELL PHONE	109.47

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		VERIZON WIRELESS	SERV 12/22-01/21/16	80.02
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	15.63
			Group Life Ins and Buy Up	15.63
			Short Term Disability Ins	18.04
			Short Term Disability Ins	18.04
		JP MORGAN CHASE BANK	HSA Contribution	75.00
			TOTAL:	4,114.20
NON-DEPARTMENTAL	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	92.87
			Dental Insurance Premiums	92.87
			Health Insurance Premium	56.41
			Health Insurance Premium	56.41
			Health Insurance Contribut	70.98
			Health Insurance Contribut	70.98
			Health Insurance Contribut	60.00
			Health Insurance Contribut	60.00
			Health Insurance Premiums	156.34
			Health Insurance Premiums	156.34
			Vision Insurance Contribut	10.74
			Vision Insurance Contribut	10.74
			Vision Insurance Contribut	3.14
			Vision Insurance Contribut	3.14
			Vision Insurance Contribut	20.14
			Vision Insurance Contribut	20.14
		MO DEPT OF REVENUE	State Withholding	408.28
		INTERNAL REVENUE SERVICE	Fed WH	1,142.13
			FICA	850.60
			Medicare	198.93
		ICMA	Retirement 457	151.41
			Retirement Roth IRA	50.75
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	66.99
			American Fidelity	66.99
			Amerian Fidelity	87.07
			Amerian Fidelity	87.07
		JP MORGAN CHASE BANK	HSA Contribution	20.00
			HSA Family/Dep. Contributi	50.66
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	14.79
			Texas Life After Tax	14.79
			TOTAL:	4,151.70
Transportation	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	218.14
			Dental Insurance Premiums	218.14
			Dental Insurance Premium	28.53
			Dental Insurance Premium	28.53
			Health Insurance Premium	239.07
			Health Insurance Premium	239.07
			Health Insurance Contribut	336.62
			Health Insurance Contribut	336.62
			Health Insurance Contribut	1,038.23
			Health Insurance Contribut	1,038.22
			Health Insurance Contribut	1,343.40
			Health Insurance Contribut	1,343.40
			Health Insurance Premiums	522.80
			Health Insurance Premiums	522.80
			Vision Insurance Contribut	10.77
			Vision Insurance Contribut	10.78

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	3.16
			Vision Insurance Contribut	3.16
			Vision Insurance Contribut	20.14
			Vision Insurance Contribut	20.14
		REPUBLIC SERVICES INC	TRASH SERVICES STREET DEPT	159.29
		RUSSELL, RICK	MILEAGE REIMB 01/13-01/19/	30.71
		INTERNAL REVENUE SERVICE	FICA	850.60
			Medicare	198.92
		ICMA	Retirement 401	829.49
		CAMDEN COUNTY RECORDER OF DEEDS	RECORDING SIDEWALK EASEMENS	42.00
		AT&T MOBILITY-CELLS	TRANS DEPT CELL PHONES	61.78
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	3.54
			American Fidelity	3.54
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	58.08
			Group Life Ins and Buy Up	58.08
			Short Term Disability Ins	81.20
			Short Term Disability Ins	81.19
		JP MORGAN CHASE BANK	HSA Contribution	62.63
			HSA Family/Dep. Contributi	375.00
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	24.28
			Flexible Spending Accts -	24.28
		AMEREN MISSOURI	792 PASSOVER RD STREET LIG	93.79
			872 PASSOVER RD STREET LIG	107.40
			LTG PALISADES COMMON	116.22
			680 PASSOVER RD LIGHTING C	88.00
		BERKLEY SURETY GROUP LLC	SIDEWALK IMPROVEMENTS	57,037.70
			TOTAL:	67,909.44
NON-DEPARTMENTAL	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	73.73
			Dental Insurance Premiums	73.73
			Health Insurance Contribut	70.66
			Health Insurance Contribut	70.66
			Health Insurance Contribut	70.00
			Health Insurance Contribut	70.00
			Vision Insurance Contribut	10.72
			Vision Insurance Contribut	10.72
			Vision Insurance Contribut	1.24
			Vision Insurance Contribut	1.24
			Vision Insurance Contribut	14.43
			Vision Insurance Contribut	14.43
		MO DEPT OF REVENUE	State Withholding	279.58
		INTERNAL REVENUE SERVICE	Fed WH	767.39
			FICA	633.89
			Medicare	148.24
		ICMA	Retirement 457	119.86
			Loan Repayments	14.07
			Loan Repayments	16.08
			Loan Repayments	42.21
			Loan Repayments	157.42
			Retirement Roth IRA	59.50
		CAMDEN COUNTY RECORDER OF DEEDS	WATER LIENS	14.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	120.09
			American Fidelity	120.09
			Amerian Fidelity	57.25
			Amerian Fidelity	57.25
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	70.16

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	1.73
			Texas Life After Tax	1.73
			TOTAL:	3,162.10
Water	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	173.20
			Dental Insurance Premiums	173.20
			Dental Insurance Premium	11.28
			Dental Insurance Premium	11.28
			Health Insurance Contribut	133.04
			Health Insurance Contribut	133.04
			Health Insurance Contribut	1,033.03
			Health Insurance Contribut	1,033.03
			Health Insurance Contribut	1,567.30
			Health Insurance Contribut	1,567.30
			Vision Insurance Contribut	10.72
			Vision Insurance Contribut	10.73
			Vision Insurance Contribut	1.25
			Vision Insurance Contribut	1.25
			Vision Insurance Contribut	14.44
			Vision Insurance Contribut	14.44
		REPUBLIC SERVICES INC	TRASH SERVICES WATER DEPT	159.28
		INTERNAL REVENUE SERVICE	FICA	633.89
			Medicare	148.24
		POSTMASTER	UTILITY BILL POSTAGE	425.00
		ICMA	Retirement 401	607.56
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	149.98
		DOLLISON, JOEY	MILEAGE REIMB CDL TESTING	121.90
		LEIGH, AUDREY	MILEAGE REIMB 01/20-01/26/	43.20
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	3.44
			American Fidelity	3.44
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	38.04
			Group Life Ins and Buy Up	38.04
			Short Term Disability Ins	49.44
			Short Term Disability Ins	49.43
		JP MORGAN CHASE BANK	HSA Contribution	24.76
			HSA Family/Dep. Contributi	411.75
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	3.44
			Flexible Spending Accts -	3.44
		AMEREN MISSOURI	SWISS VILLAGE WELL	2,196.89
		AMEREN MISSOURI	PARKVIEW WELL 54-29	414.89
			COLUMBIA COLLEGE TOWER	255.27
			TOTAL:	11,669.85
NON-DEPARTMENTAL	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	86.80
			Dental Insurance Premiums	86.80
			Health Insurance Contribut	106.86
			Health Insurance Contribut	106.86
			Health Insurance Contribut	50.00
			Health Insurance Contribut	50.00
			Vision Insurance Contribut	16.20
			Vision Insurance Contribut	16.20
			Vision Insurance Contribut	5.02
			Vision Insurance Contribut	5.02
			Vision Insurance Contribut	6.90
			Vision Insurance Contribut	6.90
		MO DEPT OF REVENUE	State Withholding	448.14

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	1.73
			Texas Life After Tax	1.73
			TOTAL:	3,162.10
Water	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	173.20
			Dental Insurance Premiums	173.20
			Dental Insurance Premium	11.28
			Dental Insurance Premium	11.28
			Health Insurance Contribut	133.04
			Health Insurance Contribut	133.04
			Health Insurance Contribut	1,033.03
			Health Insurance Contribut	1,033.03
			Health Insurance Contribut	1,567.30
			Health Insurance Contribut	1,567.30
			Vision Insurance Contribut	10.72
			Vision Insurance Contribut	10.73
			Vision Insurance Contribut	1.25
			Vision Insurance Contribut	1.25
			Vision Insurance Contribut	14.44
			Vision Insurance Contribut	14.44
		REPUBLIC SERVICES INC	TRASH SERVICES WATER DEPT	159.28
		INTERNAL REVENUE SERVICE	FICA	633.89
			Medicare	148.24
		POSTMASTER	UTILITY BILL POSTAGE	425.00
		ICMA	Retirement 401	607.56
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	149.98
		DOLLISON, JOEY	MILEAGE REIMB CDL TESTING	121.90
		LEIGH, AUDREY	MILEAGE REIMB 01/20-01/26/	43.20
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	3.44
			American Fidelity	3.44
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	38.04
			Group Life Ins and Buy Up	38.04
			Short Term Disability Ins	49.44
			Short Term Disability Ins	49.43
		JP MORGAN CHASE BANK	HSA Contribution	24.76
			HSA Family/Dep. Contributi	411.75
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	3.44
			Flexible Spending Accts -	3.44
		AMEREN MISSOURI	SWISS VILLAGE WELL	2,196.89
		AMEREN MISSOURI	PARKVIEW WELL 54-29	414.89
			COLUMBIA COLLEGE TOWER	255.27
			TOTAL:	11,669.85
NON-DEPARTMENTAL	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	86.80
			Dental Insurance Premiums	86.80
			Health Insurance Contribut	106.86
			Health Insurance Contribut	106.86
			Health Insurance Contribut	50.00
			Health Insurance Contribut	50.00
			Vision Insurance Contribut	16.20
			Vision Insurance Contribut	16.20
			Vision Insurance Contribut	5.02
			Vision Insurance Contribut	5.02
			Vision Insurance Contribut	6.90
			Vision Insurance Contribut	6.90
		MO DEPT OF REVENUE	State Withholding	448.14

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	Fed WH	1,432.01
			FICA	881.00
			Medicare	206.06
		ICMA	Retirement 457 &	40.10
			Retirement 457	121.92
			Loan Repayments	21.11
			Loan Repayments	42.21
			Retirement Roth IRA	49.75
		CAMDEN COUNTY RECORDER OF DEEDS	SEWER LIENS	14.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	150.50
			American Fidelity	150.50
			American Fidelity	72.93
			American Fidelity	72.93
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	51.18
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	6.86
			Texas Life After Tax	6.86
		NC Child Support Centralized Collectio	Case Identifier 0005861652	139.38
			TOTAL:	4,451.00
Sewer	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	203.86
			Dental Insurance Premiums	203.86
			Dental Insurance Premium	28.51
			Dental Insurance Premium	28.51
			Health Insurance Contribut	336.62
			Health Insurance Contribut	336.62
			Health Insurance Contribut	1,562.51
			Health Insurance Contribut	1,562.52
			Health Insurance Contribut	1,119.50
			Health Insurance Contribut	1,119.50
			Vision Insurance Contribut	16.24
			Vision Insurance Contribut	16.22
			Vision Insurance Contribut	5.04
			Vision Insurance Contribut	5.04
			Vision Insurance Contribut	6.89
			Vision Insurance Contribut	6.89
		REPUBLIC SERVICES INC	TRASH SERVICES SEWER DEPT	159.29
		AMEREN MISSOURI	INSTALL 3 PHASE POWER	11,271.84
		INTERNAL REVENUE SERVICE	FICA	881.00
			Medicare	206.07
		POSTMASTER	UTILITY BILL POSTAGE	425.00
		ICMA	Retirement 401	848.77
		HUSTON, A J	MILEAGE REIMB 01/20-01/26/	10.80
			MILEAGE REIMB 01/27-02/02/	10.80
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES	174.59
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	13.86
			American Fidelity	13.86
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	54.10
			Group Life Ins and Buy Up	54.10
			Short Term Disability Ins	76.82
			Short Term Disability Ins	76.84
		JP MORGAN CHASE BANK	HSA Contribution	62.61
			HSA Family/Dep. Contributi	413.25
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	3.54
			Flexible Spending Accts -	3.54
		DUNCAN, CHRIS	MILEAGE REIMB 01/24-02/02/	68.04
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	2,906.33

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			4631 WINDSOR DR GRINDER	13.66
			5757 CHAPEL DR LS	16.03
			1089 OSAGE BEACH PKWY LS	11.15
			GRINDER PUMPS & LIFT STATI	6,761.13
			1075 RUNABOUT RD	11.75
			5707 OSAGE BEACH PKWY	11.91
			GRINDER PUMPS & LIST STATI	3,037.37
			GRINDER PUMPS & LIFT STATI	5,741.30
			TOTAL:	39,897.68
NON-DEPARTMENTAL	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	50.68
			Dental Insurance Premiums	50.68
			Health Insurance Contribut	71.00
			Health Insurance Contribut	71.00
			Health Insurance Contribut	20.00
			Health Insurance Contribut	20.00
			Vision Insurance Contribut	5.38
			Vision Insurance Contribut	5.38
			Vision Insurance Contribut	1.88
			Vision Insurance Contribut	1.88
			Vision Insurance Contribut	11.31
			Vision Insurance Contribut	11.31
		MO DEPT OF REVENUE	State Withholding	310.27
		INTERNAL REVENUE SERVICE	Fed WH	892.36
			FICA	664.38
			Medicare	155.38
		ICMA	Loan Repayments	39.97
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	41.11
			American Fidelity	41.11
			Amerian Fidelity	100.13
			Amerian Fidelity	100.13
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	41.67
		LACLEDE COUNTY CIRCUIT CLERK	Case No. #11LA-AC00632	99.72
			TOTAL:	2,806.73
Ambulance	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	119.04
			Dental Insurance Premiums	119.04
			Dental Insurance Premium	34.16
			Dental Insurance Premium	34.16
			Health Insurance Contribut	403.14
			Health Insurance Contribut	403.14
			Health Insurance Contribut	1,038.22
			Health Insurance Contribut	1,038.22
			Health Insurance Contribut	447.80
			Health Insurance Contribut	447.80
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	11.31
			Vision Insurance Contribut	11.31
		INTERNAL REVENUE SERVICE	FICA	664.38
			Medicare	155.39
		ICMA	Retirement 401	550.90
		AT&T MOBILITY-CELLS	AMB DEPT CELL PHONES	81.20
		AMERICAN FIDELITY ASSURANCE COMPANY	Amerian Fidelity	10.42

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Amerian Fidelity	10.42
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	33.50
			Group Life Ins and Buy Up	33.50
			Short Term Disability Ins	45.10
			Short Term Disability Ins	45.10
		JP MORGAN CHASE BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	236.16
		LOCKTON COMPANIES LLC	AVIATION PACKAGE	2,602.00
			TOTAL:	8,664.97
NON-DEPARTMENTAL	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	20.27
			Dental Insurance Premiums	20.27
			Health Insurance Contribut	35.50
			Health Insurance Contribut	35.50
			Health Insurance Contribut	12.00
			Health Insurance Contribut	12.00
			Vision Insurance Contribut	13.99
			Vision Insurance Contribut	13.99
		MO DEPT OF REVENUE	State Withholding	68.40
		INTERNAL REVENUE SERVICE	Fed WH	192.19
			FICA	230.42
			Medicare	53.88
		ICMA	Retirement 457	74.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	11.58
			American Fidelity	11.58
			Amerian Fidelity	14.94
			Amerian Fidelity	14.94
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	7.88
			Texas Life After Tax	7.88
			TOTAL:	851.21
Lee C. Fine Airport	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	47.62
			Dental Insurance Premiums	47.62
			Health Insurance Contribut	519.11
			Health Insurance Contribut	519.11
			Health Insurance Contribut	268.68
			Health Insurance Contribut	268.68
			Vision Insurance Contribut	14.01
			Vision Insurance Contribut	14.01
		REPUBLIC SERVICES INC	LCF JAN TRASH SERVICE	62.89
		INTERNAL REVENUE SERVICE	FICA	230.42
			Medicare	53.88
		ICMA	Retirement 401	228.90
		DISH NETWORK	FEB SERV	74.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	10.42
			American Fidelity	10.42
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	6.50
			Group Life Ins and Buy Up	6.50
			Short Term Disability Ins	14.43
			Short Term Disability Ins	14.43
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	120.00
		LOCKTON COMPANIES LLC	AVIATION PACKAGE	2,602.00
			TOTAL:	5,133.63
NON-DEPARTMENTAL	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	17.74
			Dental Insurance Premiums	17.74

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	28.00
			Health Insurance Contribut	28.00
			Vision Insurance Contribut	2.15
			Vision Insurance Contribut	2.15
			Vision Insurance Contribut	1.88
			Vision Insurance Contribut	1.88
			Vision Insurance Contribut	3.77
			Vision Insurance Contribut	3.77
		MO DEPT OF REVENUE	State Withholding	64.60
		INTERNAL REVENUE SERVICE	Fed WH	213.93
			FICA	169.89
			Medicare	39.73
		ICMA	Retirement 457	20.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	10.30
			American Fidelity	10.30
			Amerian Fidelity	9.96
			Amerian Fidelity	9.96
			TOTAL:	655.75
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	JAN SERV	21.33
			JAN SERV	40.72
		MIDWEST PUBLIC RISK	Dental Insurance Premiums	41.66
			Dental Insurance Premiums	41.66
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	201.57
			Health Insurance Contribut	201.57
			Health Insurance Contribut	626.92
			Health Insurance Contribut	626.92
			Vision Insurance Contribut	2.16
			Vision Insurance Contribut	2.16
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	3.77
			Vision Insurance Contribut	3.77
		REPUBLIC SERVICES INC	TRASH SERVICES GG AIRPORT	68.88
		INTERNAL REVENUE SERVICE	FICA	169.89
			Medicare	39.73
		ICMA	Retirement 401	168.23
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	6.28
			Group Life Ins and Buy Up	6.28
			Short Term Disability Ins	12.63
			Short Term Disability Ins	12.63
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	105.00
			TOTAL:	2,479.20

MENT FUND VENDOR NAME DESCRIPTION AMOUNT

----- FUND TOTALS -----		
10	General Fund	118,425.66
20	Transportation	72,061.14
30	Water Fund	14,831.95
35	Sewer Fund	44,348.68
40	Ambulance Fund	11,471.70
45	Lee C. Fine Airport Fund	5,984.84
47	Grand Glaize Airport Fund	3,134.95

	GRAND TOTAL:	270,258.92

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT				
City Administrator	General Fund	STAPLES ADVANTAGE	PENS, POSTITS	7.65				
			TOTAL:	7.65				
City Clerk	General Fund	MO CITY CLERKS & FINANCE OFFCRS ASSOC	DIANN WARNER	15.00				
			DOROTHY URLICKS	15.00				
			LAKE SUN LEADER 645	FINANCIAL STATEMENT	655.20			
			MO DEPT OF REVENUE	JAN SALES TAX REPORT	35.00			
			TOTAL:	720.20				
Municipal Court	General Fund	WASHBURN, WILLIAM F	FEB MUNICIPAL COURT JUDGE	1,763.17				
			TOTAL:	1,763.17				
Building Inspection	General Fund	STAPLES ADVANTAGE	TONER, BATTERIES	291.08				
			WEX BANK	BLDG DEPT FUEL	30.11			
			TOTAL:	321.19				
Building Maintenance	General Fund	QUILL	BATH TISSUE	84.98				
			VIRTUAL PLUMBING INC	LOBBY TOILET WAX	123.00			
			RP LUMBER INC	2X4 STUDS, 9X3 CERAMIC DEC	15.76			
			GB MAINTENANCE SUPPLY	DUSTMOP HEAD	37.54			
			PRAIRIEFIRE COFFEE & ROASTERS	WATER COOLER RENTAL	38.51			
			AB PEST CONTROL	PEST CONTROL	75.00			
			EZARD'S	HOSE	37.99			
				HOSE, CONNECTOR	24.98			
				DAWN	3.99			
			EZARD'S	FASTENERS, ACC	15.89			
			STAPLES ADVANTAGE	FACIAL TISSUE	8.88			
				AIR FRESHNR, NAPKINS, PPR	70.69			
				LINERS	62.22			
				PLATES, CUPS, KNIVES, TOWE	172.23			
				BOWLS	15.54			
				PPR TOWELS	22.37			
				TOTAL:	809.57			
			Parks	General Fund	TREETOP PRODUCTS CONSOLIDATED	MESSAGE BOARDS	2,523.66	
						FASTENAL CO	2 - HCS 3/8-24X1 YZ8	0.41
						BUTLER SUPPLY CO	ELECTROLET, GASKET, COVER	41.57
						SOUTHWEST STONE SUPPLY INC	RETAINING WALL/PAVER ADHES	7.36
	OZARK BLEND STONE, CAP	379.96						
	1/2" BASE	22.00						
	OZARK BLEND STONE, ADHESIV	86.12						
	OZARK BLEND STONE, CAP	71.60						
	PARK DEPT FUEL	325.38						
	TOTAL:	3,314.86						
Human Resources	General Fund	NEW DIRECTIONS BEHAVIORAL HEALTH				1 QTR EAP SERVICES	604.06	
						STAPLES ADVANTAGE	RETURNED CALENDAR	16.65
							2016 AAG ERAS WALL 48X32	19.43
			INTERNATIONAL PUBLIC MANAGEMENT ASSOC	2016 MEMBERSHIP	107.00			
				TOTAL:	713.84			
Overhead	General Fund	XEROX CORPORATION	METER USAGE, EXCESS PRINTS	339.09				
			STAPLES ADVANTAGE	INDEX TABS	129.84			
				CPY PPR	82.50			
				INDEX TABS	129.84			
			WEX BANK	CITY HALL GPS	350.00			

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	771.59
Police	General Fund	O'REILLY AUTOMOTIVE STORES INC	WIPER FLUID, WIPER BLADE	13.32
			MINI BULB	4.77
		LAKE CLEANERS	ALTERATIONS-MORLEY, LEYVA	24.00
		PSE INSTALLATION	FACE PLTS, REMOVE SCANNER	45.00
			SIREN REPAIR PD21	35.00
		TURN KEY MOBILE INC	LPR CAMERA PD33	999.00
		PHYSIO CONTROL INC	AED ELECTRODES	315.81
		HEDRICK MOTIV WERKS LLC	REPLACE WHEEL HUBS PD15	242.50
			OIL CHG, MOUNT & BAL PD19	105.00
			CHARGES BATTERY PD31	30.00
		RDJ SPECIALTIES INC	POLICE CAR CUSTOM STICKERS	710.78
		WEX BANK	POLICE DEPT FUEL	3,153.96
			POLICE DEPT CAR WASHES	183.65
			TOTAL:	5,862.79
911 Center	General Fund	WIRELESS USA INC	FEB SERVICE	225.00
		CENTRAL COMMUNICATIONS	REMOTE CONN CABLE ASSEMBLY	84.52
			TOTAL:	309.52
Information Technology	General Fund	STAPLES ADVANTAGE	HP LASERJET PRO PRINTERS	247.00
			TOTAL:	247.00
Emergency Management	General Fund	OUTDOOR WARNING CONSULTING LLC	DISASSEMBLE & INSTALL SPEA	6,158.00
			TOTAL:	6,158.00
Economic Development	General Fund	EZARD'S	SPRAYER HOSE END	5.99
			SPRAYER	12.99
		LAKE SUN LEADER 81525 & 1586450	STREET BANNERS	60.75
			TOTAL:	79.73
Transportation	Transportation	PURCELL TIRE & RUBBER CO	TIRE REPAIR SKID STEER	37.45
		SCHEPPERS INTERNATIONAL TRUCK CENTER I	QUICK LUBE, COOLANT LEAKS	491.42
		XEROX CORPORATION	BASE & EXCESS PRINT CHRGS	56.34
		EZARD'S	1" GALV FLOOR FLANGE	6.49
		ARAMARK UNIFORM & CAREER APPAREL GROUP	TRANS DEPT UNIFORMS	38.06
			TRANS DEPT FLOOR MATS	3.78
			TRANS DEPT UNIFORMS	38.06
			TRANS DEPT FLOOR MATS	4.78
		GB MAINTENANCE SUPPLY	PAPER TOWELS	9.47
		NORTHERN SAFETY CO INC	IBUPROFEN, DROPS, SANITZER	23.93
		LAKE SUN LEADER 81525 & 1586450	2016 STORM DRAIN LMP	247.50
			2016 DE-ICING SALT	63.00
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, COCO, CREAM, SUGAR	32.59
		CROWN POWER & EQUIPMENT	COMPACT TRACK LOADER	26,619.50
			BELTS	60.00
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHANGE, LUBE #54	43.95
		BIG O TIRES AND SERVICE CENTERS	FLAT REPAIR SKIDLOADER	50.00
		HR GREEN INC	OB PKWY INTERSCTN/SIDEWALK	42,599.29
		EZARD'S	ECHO POWER EQUIP & LABOR	28.67
		STAPLES ADVANTAGE	DRYERASE BOARD	156.49
			DRYERASE BOARD	93.32
			WALL RACK	16.89
			PENS, WITE-OUT	6.36
		WEX BANK	ENG -TRANS FUEL	42.65

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TRANS DEPT FUEL	1,748.81
			TRANS GPS	316.75
		REINHOLD ELECTRIC INC	BREAKERS, OUTLETS, LAMPS	479.62
			TOTAL:	73,315.17
Water	Water Fund	REP COM INTERNATIONAL	VLOC 5000 RECEIVER, TRANSM	3,123.71
		XEROX CORPORATION	BASE & EXCESS PRINT CHRGS	56.34
		EZARD'S	1" GALV FLOOR FLANGE	6.49
		ARAMARK UNIFORM & CAREER APPAREL GROUP	WATER DEPT UNIFORMS	26.23
			WATER DEPT FLOOR MATS	3.79
			WATER DEPT UNIFORMS	26.23
			WATER DEPT FLOOR MATS	4.78
		GB MAINTENANCE SUPPLY	PAPER TOWELS	9.47
		MO ONE CALL SYSTEM INC	LOCATES	78.00
		NORTHERN SAFETY CO INC	IBUPROFEN, DROPS, SANITZR	23.93
		O'REILLY AUTOMOTIVE STORES INC	CNL FUSES	59.98
		WATERWORK SPECIALTIES INC	6" OCTAVE WATER METER	3,150.00
		LAKE SUN LEADER 81525 & 1586450	PARK WATER LINE PARTS	63.00
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, COCO, CREAM, SUGAR	32.58
		CROWN POWER & EQUIPMENT	MINI EXCAVATOR	34,693.24
		HD SUPPLY WATERWORKS LTD	TELESCOPING RATCHET VLV WR	237.00
			PVC PIPE, SLEEVE, STARGRIP	1,172.00
			REGS	488.44
		STAPLES ADVANTAGE	LIQUID SOAP	4.40
			DRYERASE BOARDS	156.48
			DRYERASE BOARD	93.32
			WALL RACK	16.88
			PENS, WITE-OUT	6.35
		WEX BANK	ENG -WATER FUEL	42.65
			WATER DEPT FUEL	598.68
			WATER GPS	141.75
			TOTAL:	44,315.72
Sewer	Sewer Fund	REP COM INTERNATIONAL	VLOC 5000 RECEIVER, TRANSM	3,123.70
		XEROX CORPORATION	BASE & EXCESS PRINT CHRGS	56.33
		EZARD'S	1" GALV FLOOR FLANGE	6.48
			SQUEEGE	3.99
			HAND TOOL/ACCESSORIES	4.79
			GALV ELBOW	12.99
			PLUMBING SUPPLIES	2.76
			PAINT/SUNDRIES	10.99
		FASTENAL CO	HCS3/8-16X 4 Z 5	1.76
		ARAMARK UNIFORM & CAREER APPAREL GROUP	CABLE TIES, 3/8X6 BLACK FL	50.18
			SEWER DEPT UNIFORMS	43.73
			SEWER DEPT FLOOR MATS	3.78
			SEWER DEPT UNIFORMS	46.48
			SEWER DEPT FLOOR MATS	4.79
		GB MAINTENANCE SUPPLY	PAPER TOWELS	9.47
		MO ONE CALL SYSTEM INC	LOCATES	78.00
		EVOQUA WATER TECHNOLOGIES LLC	ODOR CONTROL	450.00
		TALLMAN COMPANY	PVC CONDUIT, FLEX COUPL	27.48
			PVC GLUE	45.99
		MUNICIPAL EQUIPMENT CO	PIRANHA TOOLING, HYD CYL	9,863.59
		NORTHERN SAFETY CO INC	IBUPROFEN, DROPS, SANITZR	23.92
		O'REILLY AUTOMOTIVE STORES INC	ADAPTER	9.49
			BATT TERM	5.49

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FUEL CAP #75	12.24
			BOOSTER CABLE	29.99
		CONSOLIDATED ELECTRICAL DISTR, INC	COND, PVC ELBOW, CONDUIT C	39.81
			6-IN RD-SHANK SCREWDRIVER	7.81
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, COCO, CREAM, SUGAR	32.58
			WATER COOLER RENTAL	35.00
		BUTLER SUPPLY CO	T5 LIGHTING	427.11
			HEAVY WALL COND	170.84
		CROWN POWER & EQUIPMENT	MINI EXCAVATOR	34,693.24
			COMPACT TRACK LOADER	26,619.50
		HD SUPPLY WATERWORKS LTD	SADDLE, PVC	63.11
			6 MJ REGULAR ACC SETS	94.12
			PVC PIPE	279.00
			PVC FLEX CPLG	33.18
		PRECISION AUTO & TIRE SERVICE LLC	ALTERNATOR #50	241.15
		EZARD'S	BAR & CHAIN OIL	11.99
		STAPLES ADVANTAGE	DRYERASE BOARD	156.49
			DRYERASE BOARD	93.32
			WALL RACK	16.89
			PENS, WITE-OUT	6.36
			WIPES	30.75
		AUTOZONE STORES INC	GREASE	3.33
		WEX BANK	ENG -SEWER FUEL	42.66
			SEWER DEPT FUEL	670.66
			SEWER GPS	216.50
			TOTAL:	77,913.81
Ambulance	Ambulance Fund	STRYKER SALES CORP	1/1/16-12/31/22 M8 COT	355.79
		O'REILLY AUTOMOTIVE STORES INC	FUEL CAP	12.24
		MARELLY	AED PLUS TRAINER	295.00
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	18.79
			MEDICAL SUPPLIES	685.16
			MEDICAL SUPPLIES	232.81
		PHYSIO CONTROL INC	MEDICAL SUPPLIES	2,564.00
		ROBERT D KING MD LLC	JAN MEDICAL DIRECTOR SERV	1,000.00
			FEB MEDICAL DIRECTOR SERV	1,000.00
		LAKE REGIONAL PHARMACY	MEDICAL SUPPLIES	17.79
		WEX BANK	AMB FUEL	209.83
			TOTAL:	6,391.41
Lee C. Fine Airport	Lee C. Fine Airpor	GB MAINTENANCE SUPPLY	LINERS	53.41
		NAEGLER OIL CO	AV GAS	6,587.22
			JET A FUEL	11,696.06
			HEARTLAND & SATELLITE EQUI	46.00
		VAISALA INC	NAVAID MAINT 02/01/16-04/3	2,523.75
		WEX BANK	LCF FUEL	117.70
			LCF GPS	50.00
			TOTAL:	21,074.14
Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	AV GAS	7,927.00
			HEARTLAND & SATELLITE EQUI	46.00
		STAPLES ADVANTAGE	TONER	54.07
		WEX BANK	GG FUEL	19.65
			GG GPS	25.00
			TOTAL:	8,071.72

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====
10  General Fund                21,079.11
20  Transportation              73,315.17
30  Water Fund                 44,315.72
35  Sewer Fund                 77,913.81
40  Ambulance Fund             6,391.41
45  Lee C. Fine Airport Fund   21,074.14
47  Grand Glaize Airport Fund  8,071.72
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                                GRAND TOTAL:    252,161.08
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TOTAL PAGES: 5

Submission Date: February 10, 2016

Submitted By: City Attorney

Board Meeting Date: February 18, 2016

**City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET**

Description of Item:

Bill 15.57 – Authorization of the Arrowhead Centre Tax Increment Financing Redevelopment Agreement as it is applied to Redevelopment Project Area I of the Redevelopment Plan.

Names of Persons, Businesses, Organizations affected by this action:

City Staff, Board of Aldermen, taxing districts, applicant

Why is Board Action Required?

Board action is required to approve a redevelopment project plan as it applies to the redevelopment agreement per RSMo 92.820.

Type of Action Requested (Ordinance, Resolution, Motion):

Requesting second reading of Bill 15.57.

Are there any deadlines associated with this action?

No. Deadlines are associated with the introduction of the ordinance. An ordinance to approve each redevelopment project must be introduced to the Board within 14 to 90 days following the TIF Commission hearing. The TIF Commission hearing concluded on June 24, 2015. The first reading of Bill 15.57 took place on July 16, 2015.

Budget Line / Source of Funds

N/A

Comments and Recommendation of Department:

Approval of second reading of Bill 15.57 is recommended to adopt the Arrowhead Centre Tax Increment Financing Redevelopment Project Area I of the Redevelopment Plan.

City Administrator Comments and Recommendation:

Concur with the City Attorney's recommendation.

BILL NO. 15-57

ORDINANCE NO. 15.57

AN ORDINANCE APPROVING REDEVELOPMENT PROJECT I FOR THE ARROWHEAD CENTRE TAX INCREMENT FINANCING PLAN AND ACTIVATING THE COLLECTION OF TAX INCREMENT FINANCING REVENUES THEREIN.

WHEREAS, on July 16, 2015, by adoption of Ordinance No. 15.56, the Board of Aldermen of the City of Osage Beach, Missouri approved and adopted the Arrowhead Centre Tax Increment Financing Plan (“Redevelopment Plan”), approved the Redevelopment Area, designated the Redevelopment Area described therein as a blighted area, designated the developer of record for the Redevelopment Plan, and authorized other actions related to the Redevelopment Plan; and

WHEREAS, the Redevelopment Plan identifies eight redevelopment project areas pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri (the “Act”), in which the Board of Aldermen will adopt and initiate tax increment financing to pay for Reimbursable Project Costs; and

WHEREAS, Section 99.820.1 of the Revised Statutes of Missouri provides that the City may, by ordinance introduced within fourteen (14) to ninety (90) days from the completion of the public hearing held by the Osage Beach Tax Increment Financing Commission, approve the Redevelopment Projects within the Redevelopment Area; and

WHEREAS, the Osage Beach Tax Increment Financing Commission concluded the public hearing on the Redevelopment Plan on June 24, 2015, and this ordinance was introduced to the Board of Aldermen on July 16, 2015; and

WHEREAS, the Board now desires to activate the collection of tax increment financing revenues in Redevelopment Project 1 in accordance with the Act.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, as follows:

SECTION 1. The area selected for the Redevelopment Project I as described in **Exhibit A** attached hereto is approved and designated as Redevelopment Project I. Redevelopment Project 1 includes only those parcels of real property and improvements thereon which will be directly and substantially benefited by the redevelopment project improvements as set forth in the Redevelopment Plan.

SECTION 2. Tax increment allocation financing is hereby adopted for taxable real property in the above-described area selected for the Redevelopment Project I. After the total equalized assessed valuation of the taxable real property in the Redevelopment Project I exceeds the certified total initial equalized assessed valuation of the taxable real property in the Redevelopment Project I, the ad valorem taxes, and payment in lieu of taxes, if any, arising from the levies upon the taxable real property in such project by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 each year after the effective date of the ordinance until redevelopment costs have been paid shall be divided as follows:

A. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in the area selected for Redevelopment Project I shall be allocated to and, when collected, shall be paid by the County Collector to the

respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

B. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in the area selected for Redevelopment Project I, and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City treasurer or Finance Director who shall deposit such payment in lieu of taxes into a special fund called the "Special Allocation Fund" of the City for the purpose of paying Redevelopment Project Costs and obligations incurred in the payment thereof.

SECTION 3. In addition to the payments in lieu of taxes described in Section 2 above, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or taxing districts, and which are generated by economic activities within the area selected for Redevelopment Project I over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales of charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 RSMo, and licenses, fees or special assessments, other than payments in lieu of taxes, and penalties and interest thereon shall be allocated to, and paid by the local political subdivision collecting officer to the City treasurer or Finance Director, who shall deposit such funds in a separate segregated account within the Special Allocation Fund.

SECTION 4. City officers and agents of the City are each hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 5. That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

READ FIRST TIME: July 16, 2015

READ SECOND TIME:

I hereby certify that the above Ordinance No. 15.57 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

This Ordinance is hereby transmitted to the Mayor for her signature.

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 15.57.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT I

A portion of the Northwest Quarter of Section 16, Township 39 North, Range 16 West of the 5th Principal Meridian, Camden County, Missouri, described as follows:

Commencing at an iron bar marking the Southeast corner of the Northwest Quarter of said Section 16; thence South 89°53'12" West along the south line thereof a distance of 1,145.79 feet; thence North 00°01'20" West a distance of 433.93 feet to the Point of Beginning, said point being on the proposed Arrowhead Centre TIF Boundary and the northerly right-of-way line of a county road and on a segment of a non-tangent curve from which the radius point bears North 10°21'13" East a radial distance of 218.84 feet; thence Northwesterly and Southerly along said TIF Boundary and right-of-way line the following five (5) courses: (1) Northwesterly along said curve a distance of 50.53 feet, a chord bearing of North 73°01'54" West and a chord distance of 50.42 feet; thence (2) North 66°25'11" West a distance of 64.99 feet to the beginning of a curve concave to the south having a radius of 378.25 feet; thence (3) Westerly along said curve a distance of 125.43 feet, a chord bearing of North 75°55'11" West and a chord distance of 124.86 feet; thence (4) North 85°25'11" West a distance of 88.40 feet to the beginning of a curve concave to the south having a radius of 183.78 feet; thence (5) Westerly along said curve a distance of 53.86 feet, a chord bearing of South 86°11'02" West and a chord distance of 53.67 feet; thence leaving said right-of-way line, South 0°11'49" West a distance of 59.03 feet to a point on the centerline of said county road, said point being on a segment of a non-tangent curve from which the radius point bears South 13°45'49" East a radial distance of 400.00 feet; thence leaving said TIF Boundary, Southwesterly along said county road centerline the following three (3) courses: (1) Westerly along said curve a distance of 131.43 feet, a chord bearing of South 66°49'24" West and a chord distance of 130.84 feet ; thence (2) South 57°24'37" West a distance of 68.09 feet to the beginning of a curve concave to the north having a radius of 440.00 feet; thence (3) Westerly along said curve a distance of 363.82 feet, a chord bearing of South 81°05'54" West and a chord distance of 353.54 feet to the centerline of a proposed road; thence Northerly along said proposed road centerline the following five (5) courses: (1) North 14°45'42" East a distance of 69.66 feet to the beginning of a curve concave to the west having a radius of 300.00 feet; thence (2) Northerly along said curve a distance of 124.59 feet, a chord bearing of North 2°51'51" East a chord distance of 123.70 feet; thence (3) North 9°02'00" West a distance of 148.12 feet to the beginning of a curve concave to the southeast having a radius of 350.00 feet; thence (4) Northeasterly along said curve a distance of 381.53 feet, a chord bearing of North 22°11'44" East and a chord distance of 362.92 feet; thence (5) North 53°25'28" East a distance of 717.43 feet to the baseline of Missouri State Highway "KK"; thence along said baseline the following three (3) courses: (1) South 33°46'22" East a distance of 387.99 feet to the beginning of a curve concave to the southwest having a radius of 2,500.00 feet; thence (2) Southeasterly along said curve a distance of 248.00 feet, a chord bearing of South 30°55'51" East and a chord distance of 247.90 feet; thence (3) South 28°05'20" East a distance of 41.04 feet to a point on the TIF Boundary; thence South 63°19'49" West along said TIF Boundary a distance of 185.61 feet; thence South 2°17'49" West along said TIF Boundary a distance of 318.96 feet to the POINT OF BEGINNING.

The above described parcel contains 16.43 acres and is subject to any easements or restrictions of record.

Submission Date: February 10, 2016

Submitted By: City Attorney

Board Meeting Date: February 18, 2016

**City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET**

Description of Item:

Bill 15.59 – Authorization of the Arrowhead Centre Tax Increment Financing Redevelopment Agreement as it is applied to Redevelopment Project Area III of the Redevelopment Plan.

Names of Persons, Businesses, Organizations affected by this action:

City Staff, Board of Aldermen, taxing districts, applicant

Why is Board Action Required?

Board action is required to approve a redevelopment project plan as it applies to the redevelopment agreement per RSMo 92.820.

Type of Action Requested (Ordinance, Resolution, Motion):

Requesting second reading of Bill 15.59.

Are there any deadlines associated with this action?

No. Deadlines are associated with the introduction of the ordinance. An ordinance to approve each redevelopment project must be introduced to the Board within 14 to 90 days following the TIF Commission hearing. The TIF Commission hearing concluded on June 24, 2015. The first reading of Bill 15.59 took place on July 16, 2015.

Budget Line / Source of Funds

N/A

Comments and Recommendation of Department:

Approval of second reading of Bill 15.59 is recommended to adopt the Arrowhead Centre Tax Increment Financing Redevelopment Project Area III of the Redevelopment Plan.

City Administrator Comments and Recommendation:

Concur with the City Attorney's recommendation.

BILL NO. 15-59

ORDINANCE NO. 15.59

AN ORDINANCE APPROVING REDEVELOPMENT PROJECT III FOR THE ARROWHEAD CENTRE TAX INCREMENT FINANCING PLAN AND ACTIVATING THE COLLECTION OF TAX INCREMENT FINANCING REVENUES THEREIN.

WHEREAS, on July 16, 2015, by adoption of Ordinance No. 15.56, the Board of Aldermen of the City of Osage Beach, Missouri approved and adopted the Arrowhead Centre Tax Increment Financing Plan (“Redevelopment Plan”), approved the Redevelopment Area, designated the Redevelopment Area described therein as a blighted area, designated the developer of record for the Redevelopment Plan, and authorized other actions related to the Redevelopment Plan; and

WHEREAS, the Redevelopment Plan identifies eight redevelopment project areas pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri (the “Act”), in which the Board of Aldermen will adopt and initiate tax increment financing to pay for Reimbursable Project Costs; and

WHEREAS, Section 99.820.1 of the Revised Statutes of Missouri provides that the City may, by ordinance introduced within fourteen (14) to ninety (90) days from the completion of the public hearing held by the Osage Beach Tax Increment Financing Commission, approve the Redevelopment Projects within the Redevelopment Area; and

WHEREAS, the Osage Beach Tax Increment Financing Commission concluded the public hearing on the Redevelopment Plan on June 24, 2015, and this ordinance was introduced to the Board of Aldermen on July 16, 2015; and

WHEREAS, the Board now desires to activate the collection of tax increment financing revenues in Redevelopment Project III in accordance with the Act.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, as follows:

SECTION 1. The area selected for the Redevelopment Project III as described in **Exhibit A** attached hereto is approved and designated as Redevelopment Project III. Redevelopment Project III includes only those parcels of real property and improvements thereon which will be directly and substantially benefited by the redevelopment Project Improvements as set forth in the Redevelopment Plan.

SECTION 2. Tax increment allocation financing is hereby adopted for taxable real property in the above-described area selected for the Redevelopment Project III. After the total equalized assessed valuation of the taxable real property in the Redevelopment Project III exceeds the certified total initial equalized assessed valuation of the taxable real property in the Redevelopment Project III, the ad valorem taxes, and payment in lieu of taxes, if any, arising from the levies upon the taxable real property in such project by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 each year after the effective date of the ordinance until redevelopment costs have been paid shall be divided as follows:

A. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in the area selected for Redevelopment Project III shall be allocated to and, when collected, shall be paid by the County Collector to the

respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

B. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in the area selected for Redevelopment Project III, and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City treasurer or Finance Director who shall deposit such payment in lieu of taxes into a special fund called the "Special Allocation Fund" of the City for the purpose of paying Redevelopment Project Costs and obligations incurred in the payment thereof.

SECTION 3. In addition to the payments in lieu of taxes described in Section 2 above, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or taxing districts, and which are generated by economic activities within the area selected for Redevelopment Project III over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales of charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 RSMo, and licenses, fees or special assessments, other than payments in lieu of taxes, and penalties and interest thereon shall be allocated to, and paid by the local political subdivision collecting officer to the City treasurer or Finance Director, who shall deposit such funds in a separate segregated account within the Special Allocation Fund.

SECTION 4. City officers and agents of the City are each hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 5. That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

READ FIRST TIME: July 16, 2015

READ SECOND TIME:

I hereby certify that the above Ordinance No. 15.59 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

This Ordinance is hereby transmitted to the Mayor for her signature.

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 15.59.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT III

A portion of the North Half of Section 16, Township 39 North, Range 16 West of the 5th Principal Meridian, Camden County, Missouri, described as follows:

Beginning at an iron bar marking the Southeast corner of the Northwest Quarter of said Section 16, said point being on the Arrowhead Centre TIF Boundary; thence Westerly and Northwesterly along said TIF Boundary the following five (5) courses: (1) South 89°53'12" West along the south line of the Northwest Quarter of said Section 16 a distance of 312.43 feet; thence (2) North 25°51'31" West a distance of 743.08 feet; thence (3) South 61°24'29" West a distance of 167.99 feet to the easterly right-of-way line of Missouri State Highway "KK"; thence (4) North 28°22'48" West along said right-of-way line a distance of 302.24 feet; thence (5) South 63°19'49" West a distance of 44.33 feet to the baseline of said Highway; thence leaving said TIF Boundary, Northwesterly along said Highway baseline the following three (3) courses: (1) North 28°05'20" West a distance of 41.04 feet to the beginning of a curve concave to the southwest having a radius of 2,500.00 feet; thence (2) Northwesterly along said curve a distance of 248.00 feet, a chord bearing of North 30°55'51" West and a chord distance of 247.90 feet; thence (3) North 33°46'22" West a distance of 387.99 feet to the centerline of a proposed road; thence North 53°25'28" East along said proposed road centerline a distance of 141.63 feet to the beginning of a curve concave to the northwest having a radius of 300.00 feet; thence Northeasterly along said curve and proposed road centerline a distance of 101.17 feet, a chord bearing of North 43°45'47" East and a chord distance of 100.70 feet to the centerline of a second proposed road; thence Southeasterly and Easterly along said centerline of the second proposed road the following nine (9) courses: (1) South 55°53'54" East a distance of 35.84 feet to the beginning of a curve concave to the southwest having a radius of 300.00 feet; thence (2) Southeasterly along said curve a distance of 114.39 feet, a chord bearing of South 44°58'30" East and a chord distance of 113.70 feet ; thence (3) South 34°03'06" East a distance of 62.39 feet to the beginning of a curve concave to the northeast having a radius of 250.00 feet; thence (4) Southeasterly along said curve a distance of 260.75 feet, a chord bearing of South 63°55'53" East a chord distance of 249.09 feet ; thence (5) North 86°11'21" East a distance of 105.39 feet; thence (6) North 86°45'50" East a distance of 16.05 feet; thence (7) North 87°20'19" East a distance of 241.01 feet to the beginning of a curve concave to the south having a radius of 800.00 feet; thence (8) Easterly along said curve a distance of 40.33 feet, a chord bearing of North 88°46'58" East and a chord distance of 40.33 feet; thence (9) South 89°46'22" East a distance of 400.24 feet; thence leaving said centerline, South 60°58'19" East a distance of 5.14 feet to point being on said TIF Boundary; thence South 1°02'25" West along said TIF Boundary a distance of 449.65 feet; thence South 0°13'48" West along said TIF Boundary a distance of 425.84 feet; thence South 1°53'58" West along said TIF Boundary a distance of 441.18 feet; thence South 89°53'12" West a distance of 4.86 feet to the POINT OF BEGINNING.

The above described parcel contains 24.95 acres and is subject to any easements or restrictions of record.

Submission Date: February 8, 2016

Submitted By: City Attorney

Board Meeting Date: February 18, 2016

**City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET**

Description of Item:

Bill No. 16-16 – Authorization to approve the Tax Increment Financing Redevelopment Agreement between the City of Osage Beach and Arrowhead Development Group, LLC.

Names of Persons, Businesses, Organizations affected by this action:

Citizens, other local taxing districts, developer/applicant

Why is Board Action Required?

Action is required to approve the Tax Increment Financing Redevelopment Agreement between the City of Osage Beach and Arrowhead Development Group LLC per RSMo 99.820.

Type of Action Requested (Ordinance, Resolution, Motion):

Requesting first and second Readings of Bill No. 16-16.

Are there any deadlines associated with this action?

No.

Budget Line / Source of Funds

N/A

Comments and Recommendation of Department:

The city attorney recommends first and second reading approval of Bill No. 16-16 to adopt the Tax Increment Financing Redevelopment Agreement between the City of Osage Beach and Arrowhead Development Group LLC.

On July 16, 2015 the Board of Aldermen passed Bill 15-56 which approved the Arrowhead Center Tax Increment Financing Plan which was unanimously recommended for approval by the Osage Beach TIF Commission on June 24, 2015. This ordinance adopts a Redevelopment Agreement in accordance with that Plan.

This Agreement will redevelop the 226 acre site of the former Dogwood Hills Golf Course. It provides flexibility for the Developer with eight separate project areas for a mixed use development to be built over the next several years.

In summary, the Agreement provides for a TIF incentive to the developer for promote a \$386,731,340 project when all 8 phases are completed. The total amount of the TIF reimbursement requested is \$55,835,595 which is 14.5% of the total project costs. One half (50%) of the new real estate and sales taxes generated by the development shall be passed through to the taxing districts.

This Agreement includes new provisions to encourage efficient development allowing the developer to recover unused reimbursable project costs from one completed project as part of a later project. In that way the developer is not punished for efficiently building the project and thus forfeiting the unused Reimbursable costs allowed on that project. This is a "Pay as You Go" agreement and the City will not be issuing debt to fund the reimbursable costs, and as a result the Developer is at risk if the revenue for the project fails to perform adequately to pay off the reimbursable costs before the end of the plan. Interest is set at the prime rate plus 2% and is capped at ten per cent per year.

An additional section addresses employment performance levels and any change requested by the developer that exceeds 5% of the reimbursable projects cap will require a plan amendment approved by the TIF commission. The agreement provides a public participation/profit limit feature that mandates a maximum rate of return for the Developer of sixteen percent (16%). If the average annual rate of return realized by Developer for the Project exceeds sixteen percent (16%), the principal amount of TIF reimbursement will be reduced so that Developer's return is a maximum of sixteen percent over the life of the TIF Plan.

The agreement contains protections for the Camdenton School district requiring 100% of the taxes collected on residential housing be paid through to the taxing districts. Also, in the event the commercial property now intended as condominiums for senior housing has a student residing there, the district has the right to require all the TIF revenue on that property pass through to the taxing districts. The school district has a contractual right to enforce this provision.

City Administrator Comments and Recommendation:

Concur with the City Attorney's recommendation.

BILL NO. 16-16**ORDINANCE NO. 16.16****AN ORDINANCE APPROVING THE TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF OSAGE BEACH, MISSOURI, AND ARROWHEAD DEVELOPMENT GROUP, LLC, FOR THE ARROWHEAD CENTER TAX INCREMENT FINANCING REDEVELOPMENT PLAN.**

WHEREAS, pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri (the “**TIF Act**”), Arrowhead Development Group, LLC (“**Developer**”), submitted a proposal for approval of the Arrowhead Center Tax Increment Financing Redevelopment Plan (the “**Redevelopment Plan**”) on April 24, 2015, requesting that the City of Osage Beach, Missouri (“**City**”) establish a tax increment financing district on approximately 226 acres of property generally located west of U.S. Highway 54 along KK State Highway in Osage Beach, Missouri (the “**Redevelopment Area**”), in eight redevelopment project areas within the Redevelopment Area (the “**Redevelopment Projects**”); and

WHEREAS, pursuant to the provisions of the Act, the Osage Beach Tax Increment Financing Commission (“**TIF Commission**”) was composed of representatives from the City and from the affected taxing jurisdictions for the purpose of conducting a public hearing and making recommendations with respect to the Original Redevelopment Plan to the Board of Aldermen of the City of Osage Beach, Missouri (“**Board**”); and

WHEREAS, on June 24, 2015, after due notice in accordance with the Act, the TIF Commission held a public hearing and thereafter voted unanimously to recommend approval of the Redevelopment Plan, the designation of the Redevelopment Area, approval of the Redevelopment Projects, the approval of tax increment financing for the Redevelopment Area, the designation of Developer as the developer of record for the Redevelopment Project; and

WHEREAS, on July 16, 2015, at a regularly scheduled meeting, after the posting of proper notice of the consideration of this issue, and the holding of a public hearing on the Redevelopment Plan, the Board considered the Redevelopment Plan, the recommendation of the TIF Commission, the recommendations of City staff, and considered the public objections, protests, comments, and other evidence, and thereafter approved the Redevelopment Plan and approved Developer as the developer of record for the Redevelopment Plan through the adoption of Ordinance No. 15.56 (the “**Redevelopment Plan Ordinance**”); and

WHEREAS, the Redevelopment Plan Ordinance was conditioned upon the Developer entering into a tax increment financing redevelopment agreement between the City and Developer for the Redevelopment Plan, upon terms acceptable to the City, to carry out the goals and objectives of the Redevelopment Plan (the “**Redevelopment Agreement**”); and

WHEREAS, pursuant to the provisions of the TIF Act and the Redevelopment Plan Ordinance, the City is authorized to enter into the attached Redevelopment Agreement; and

WHEREAS, the Board of Aldermen hereby determines that the terms of the Redevelopment Agreement, attached as Exhibit A hereto and incorporated herein by reference, are acceptable and that the execution, delivery and performance by the City and the Developer of their respective obligations under the Redevelopment Agreement are in the best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the TIF Act and the Redevelopment Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, as follows:

SECTION 1. The Board of Aldermen finds and determines that it is necessary and desirable to enter into the Redevelopment Agreement with Arrowhead Development Group, LLC, as “Developer” of the Redevelopment Area, in order to implement the Redevelopment Plan and to enable the Developer to carry out its proposal for development of the Project.

SECTION 2. The Board of Aldermen hereby approves, and the Mayor of the City is hereby authorized and directed to execute, on behalf of the City, the Redevelopment Agreement by and between the City and the Developer in substantially the same form as attached hereto as Exhibit A, and the City Clerk is hereby authorized and directed to attest to the Redevelopment Agreement and to affix the seal of the City thereto. The Redevelopment Agreement shall be in substantially the form attached, with such changes therein as shall be approved by said Mayor executing the same and as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized.

SECTION 3. The Mayor of the City or her designated representative is hereby authorized and directed to take any and all actions to execute and deliver for and on behalf of the City any and all additional certificates, documents, agreements or other instruments as may be necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Aldermen necessary to authorize such action by the Mayor or her designated representative.

SECTION 4. The Mayor or her designated representative, with the advice and concurrence of the City Attorney or special legal counsel, are hereby further authorized and directed to make any changes to the documents, agreements and instruments approved and authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Aldermen necessary to authorize such changes by the Mayor or her designated representative.

SECTION 5. It is hereby declared to be the intention of the Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

SECTION 6. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

READ FIRST TIME:_____ READ SECOND TIME:_____

I hereby certify that the above Ordinance No. 16.16 was duly passed on February 18, 2016, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes	Nays
Abstain	Absent

This Ordinance is hereby transmitted to the Mayor for her signature.

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker,
City Attorney

I hereby approve Ordinance 16.16

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

EXHIBIT A

TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT

TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT

Between the

CITY OF OSAGE BEACH, MISSOURI

and

ARROWHEAD DEVELOPMENT GROUP, LLC

dated as of February 18, 2016

THE ARROWHEAD CENTRE REDEVELOPMENT AREA

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<u>Exhibit A</u>	Site Map
<u>Exhibit B</u>	Legal Description of Redevelopment Area
<u>Exhibit C</u>	Project Budget
<u>Exhibit D</u>	Design Standards
<u>Exhibit E</u>	Certificate of Substantial Completion
<u>Exhibit F</u>	Application for Reimbursable Project Costs
<u>Exhibit G</u>	Developer's Closing Certificate and Legal Opinion
<u>Exhibit H</u>	Cooperative Agreement for Disbursement of Surplus Payments in Lieu of Taxes
<u>Exhibit I</u>	Restricted Land Uses in the Redevelopment Area
<u>Exhibit J</u>	Transferee Agreement
<u>Exhibit K</u>	Annual Affidavit for Reporting Employment

TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT

THIS TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT (the “**Agreement**”) is made and entered into as of the 18th day of February, 2016, by and between the CITY OF OSAGE BEACH, MISSOURI, a fourth class city and political subdivision of the State of Missouri (the “**City**”), and ARROWHEAD DEVELOPMENT GROUP, LLC, a Missouri limited liability company (the “**Developer**”) (the City and the Developer being sometimes collectively referred to herein as the “**Parties**”, and individually as a “**Party**”, as the context so requires). (All capitalized terms used but not otherwise defined herein shall have the meanings ascribed in Section 1.2 of this Agreement.)

RECITALS

The Osage Beach Board of Aldermen created the Tax Increment Financing Commission of the City of Osage Beach, Missouri by approval of mayoral appointments of members of the TIF Commission and empowered the TIF Commission to exercise those powers and fulfill such duties as are required or authorized for the TIF Commission under the TIF Act. The various Taxing Districts within the Redevelopment Area have appointed members to the TIF Commission in accordance with Section 99.820 of the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the “**TIF Act**”).

1. On April 24, 2015, the Developer submitted an application for a proposed tax increment financing plan (the “**Redevelopment Plan**”) for the redevelopment of an area that is approximately 226 acres in the City of Osage Beach, Missouri, and is generally located west of U.S. Highway 54 along KK State Highway (the “**Redevelopment Area**”). The Redevelopment Area will be developed as eight redevelopment projects (the “**Redevelopment Projects**”) to be built in eight redevelopment project areas (the “**Redevelopment Project Areas**”).

2. On May 26, 2015, the City published a request for proposals soliciting proposals for the redevelopment of the Redevelopment Area and made such requests for proposals available for potential developers of the Redevelopment Area.

3. On June 24, 2015, the TIF Commission, after giving all notices required by the TIF Act, opened a public hearing at which all interested parties had the opportunity to be heard and at which the TIF Commission heard and considered all protests and objections concerning the Redevelopment Plan, the Redevelopment Area and the approval of the Projects. The hearing was concluded on the same day, and the TIF Commission unanimously adopted a resolution recommending that the Board of Aldermen approve the Redevelopment Plan, Projects and Redevelopment Area.

4. After due consideration of the TIF Commission’s recommendations and making each of the findings required by Section 99.810 of the TIF Act, the Board of Aldermen adopted Ordinance No. 15.56 on July 16, 2015 (the “**Redevelopment Plan Ordinance**”), designating the Redevelopment Area as a blighted area, approving the Redevelopment Plan, designating the Redevelopment Area as a “redevelopment area” as provided in the TIF Act, appointing the Developer as the developer for the Redevelopment Plan, designating and approving the Redevelopment Project Areas and the Redevelopment Area, initiating tax increment financing within the Redevelopment Project Areas, and establishing the Arrowhead Centre Special Allocation Fund.

5. On February 18, 2016, the Board adopted Ordinance No. ____ approving this Agreement and authorizing the City to execute and enter into this Agreement.

6. The Board of Aldermen concluded that the redevelopment of the Redevelopment Area as provided for in the Redevelopment Plan will further the growth of the City, facilitate the redevelopment of the entire Redevelopment Area, improve the environment of the City, increase the assessed valuation of the real estate situated within the City, increase the sales tax revenues realized by the City, foster increased economic activity within the City, increase employment opportunities within the City, enable the City to direct the development of the Redevelopment Area, and otherwise be in the best interests of the City by furthering the health, safety, and welfare of its residents and taxpayers.

7. Pursuant to the provisions of the TIF Act and the Redevelopment Plan Ordinance, the City is authorized to enter into this Agreement, to pay Reimbursable Project Costs and issue Obligations at the City's discretion as evidence of the City's obligation to pay certain Redevelopment Project Costs incurred in furtherance of the Redevelopment Plan and the Projects, and to pledge TIF Revenues to the payment of Reimbursable Project Costs or the repayment of Obligations.

AGREEMENT

Now, therefore, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I. RECITALS, EXHIBITS AND DEFINITIONS

Section 1.1. Recitals and Exhibits. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section. The provisions of the Redevelopment Plan, the Redevelopment Plan Ordinance and the provisions of the TIF Act as amended as of and including the date of this Agreement, are hereby incorporated herein by reference and made a part of this Agreement, subject in every case to the specific terms hereof. In the event of any conflict between the provisions of this Agreement and the Funding Agreement (as defined in Section 1.2 of this Agreement) or any other documents related to the Redevelopment Plan previously prepared or executed, the provisions of this Agreement shall control.

Section 1.2. Definitions. Words and terms not defined elsewhere in this Agreement shall, except as the context otherwise requires, have the following meanings:

“Administrative Costs” means all documented costs and expenses incurred by the City for planning, legal, financial, administrative and other costs associated with the review, consideration, approval and implementation of the Redevelopment Plan, this Agreement and the Project, including all consultants engaged by the City. Administrative Costs shall include costs and expenses incurred by the City for engaging an outside consultant to track, document and administer the requests for reimbursement. Administrative Costs shall not include work associated with staff time and staff time shall not be billed.

“Adult Entertainment Establishment” means any of the establishments, businesses, buildings, structures, or facilities defined in Chapter 405 of the City Code of Ordinances, which meet the definitions for Adult Entertainment Facility, Bathhouse, Modeling Studio or Adult Bookstore.

“Agreement” means this Tax Increment Financing Redevelopment Agreement, as the same may be from time to time modified, amended or supplemented in writing by the Parties hereto.

“Applicable Law and Requirements” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ,

determination, award, permit, license, authorization, requirement or decision of or agreement with or by Governmental Authorities.

“Application for Reimbursable Project Costs” means a certificate in substantially the form attached as **Exhibit F** hereto furnished by the Developer to the City evidencing Reimbursable Project Costs incurred by the Developer.

“Best Efforts” means actual, reasonable, good faith attempts to accomplish or achieve the required obligation which shall be documented by the party taking such action, and proof of such documentation may be requested in writing by the other party to verify that such actual, reasonable, good faith attempts occurred. The failure to provide such documentation upon written request within a reasonable period of time after receipt of such written request, not to exceed twenty (20) business days, shall be deemed noncompliance with such obligation and a breach of this Agreement.

“Board of Aldermen” means the Board of Aldermen of the City of Osage Beach, Missouri.

“Bond Counsel” means Gilmore & Bell, P.C., Kansas City, Missouri or an attorney at law or a firm of attorneys acceptable to the City of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

“Bond Proceeds” means the gross cash proceeds from the sale of Bonds before payment of Financing Costs, together with any interest earned thereon.

“Bonds” means any tax increment revenue bonds issued by the City or another governmental entity in accordance with the TIF Act and this Agreement.

“Budget Summary” shall have the meaning set forth in Section 3.2.

“Building Permit” means a permit for the construction of a structure as set forth in the City Code of Ordinances, but shall not include a permit required for demolition under the City Code of Ordinances.

“Certificate of Substantial Completion” means a certificate in substantially the form attached as **Exhibit E** hereto furnished by the Developer pursuant to Section 6.4 upon the substantial completion of a phase of the Project.

“CID” means Arrowhead Centre Community Improvement District, which will be organized by the Developer with the approval of the City pursuant to the Missouri Community Improvement District Act.

“CID Act” means the Missouri Community Improvement District Act, Sections 67.1571 through 67.1571 of the Revised Statutes of Missouri.

“CID Sales Tax” means a sales tax of one percent on all retail sales within the CID which will be levied by the CID pursuant to the Missouri Community Improvement District Act.

“CID Sales Tax Revenues” means the gross revenues generated by operation of the CID Sales Tax.

“**CID EATs**” means the CID Sales Tax Revenues which are captured as Economic Activity Taxes by operation of the Redevelopment Plan.

“**City**” means the City of Osage Beach, Missouri.

“**City Administrator**” means the City Administrator of the City, or his/her designee.

“**City Attorney**” means the then current attorney appointed by the City as the City Attorney.

“**City Engineer**” means a person or firm engaged by the City to perform engineering services, or a person that may be hired and appointed by the City as the City Engineer.

“**City General EATs**” means all Economic Activity Taxes which are attributable to the City’s general sales tax levies, which are not restricted by the authorizing ballot measure or by municipal pledge to specific uses, and which are available for expenditure on public improvements that serve the Redevelopment Area.

“**City PILOTs**” means all Payments In Lieu of Taxes which are attributable to the City’s real property tax levy.

“**City Planning Commission**” means the Planning Commission of the City.

“**City Restricted EATs**” means all Economic Activity Taxes which are attributable to the City’s sales tax levies which are restricted by the authorizing ballot measure or by municipal pledge to specific uses.

“**City Treasurer**” means the Finance Director of the City.

“**Collection Authority**” means the TIF Commission, the City, the County Collector, or any other governmental official or body charged with the collection of Payments in Lieu of Taxes or Economic Activity Taxes.

“**Construction Commencement Date**” shall be the date on which Developer submits or causes to be submitted the first application for any Building Permit within the Redevelopment Area.

“**Construction Completion Date**” shall have the meaning set forth in Section 6.1.

“**Construction Inspector**” means a City employee designated by the City to perform inspections.

“**Construction Plans**” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with this Agreement.

“**Cooperation Agreement**” means a contract among the City, Developer and CID to implement the CID, in accordance with the terms of this Agreement.

“**County**” means Camden County, Missouri.

“**County Assessor**” means the County Assessor of Camden County, Missouri.

“**County Collector**” means the County Collector of Camden County, Missouri.

“Debt Service” means the amount required for the payment of principal of and interest on Obligations as they come due, for the payment of mandatory or optional redemption payments, and for payments to reserve funds required by the terms of Obligations.

“Developer” means Arrowhead Development Group, LLC, or its successors or assigns in interest as approved by the City.

“Developer Private Improvements” means the improvements, excluding the Public Improvements, constructed by the Developer for the project in accordance with the Redevelopment Plan.

“Economic Activity Account” means the separate segregated account within the Special Allocation Fund into which fifty percent (50%) of the Economic Activity Taxes are to be deposited, as required by Section 99.805(16) of the Revised Statutes of Missouri.

“Economic Activity Taxes” shall have the meaning ascribed to such term in Section 99.805 of the TIF Act.

“Effective Date” means the date written in the first paragraph on page 1 of this Agreement.

“Excusable Delay” means any delay beyond the reasonable control of the Party affected, caused by damage or destruction by fire or other casualty, strike, shortage of materials, any tenant “black out” dates which are included in the initial tenant lease and affect the store opening date, civil disorder, war, wrongful failure or refusal of any governmental entity to issue any permits and/or legal authorization necessary for the Developer to proceed with construction of the Work or any portion thereof, unavailability of labor, adverse weather conditions and any other events or conditions, which shall include but not be limited to any litigation interfering with or delaying the construction of all or any portion of the Developer Private Improvements in accordance with this Agreement, which in fact prevents the Party so affected from discharging its respective obligations hereunder.

“Financing Costs” means:

(1) for costs incurred by the City with respect to Obligations, all costs reasonably incurred by the City in furtherance of the issuance of Obligations including but not limited to reasonable financing loan origination fees and expenses (with loan origination fees and expenses not to exceed 2% of the principal amount of the loan) and interest payable to banks, similar financing institutions or other entities that loan money, the City’s attorneys (including City Attorney, special TIF counsel and Bond Counsel), the City’s administrative fees and expenses (including Planning Consultants), underwriters’ discounts and fees, trustee fees, the costs of printing any Obligations and any official statements relating thereto, the costs of credit enhancement for Obligations, if any, capitalized interest, debt service reserves and the fees of any rating agency rating any Obligations, and all accrued and anticipated interest on the Obligations and

(2) the amount that may be reimbursed pursuant to Section 3.1.B of this Agreement, which shall be deemed to provide reimbursement for costs incurred by Developer with respect to interest on Private Loans regardless of the actual interest rate incurred by Developer or any affiliate or assignee of Developer on any Private Loans.

“Financing Documents” means the financing agreements, disbursement agreements and all other agreements and certificates executed in connection with the issuance of Obligations.

“Funding Agreement” means the Preliminary Funding Agreement executed by the City and Arrowhead Development Group, LLC, or its successors or assigns, dated April __, 2015, for the payment of City costs and expenses associated with considering and approving the Redevelopment Plan and drafting and negotiating this Agreement and all related work.

“Governmental Approvals” means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, Building Permits, architectural review or other subdivision, zoning or similar approvals required for the implementation of the Projects and consistent with the Redevelopment Plan, the Site Plan and this Agreement.

“Governmental Authorities” means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any type of any governmental unit (federal, state or local) whether now or hereafter in existence.

“Indenture” means one or more trust indentures in the form and substance mutually agreed to by the Parties, relating to the issuance by the City of the Obligations.

“Insurance Consultant” means an insurance advisor, broker, or consultant selected by the Developer subject to the reasonable approval of the City.

“Land Use Approvals” means all approvals issued by the City pursuant to the City’s Zoning Code, Subdivision Regulations, and Building Code.

“Lender” means the holder or holders of any mortgage or deed of trust encumbering Developer’s interest in all or a portion of the Redevelopment Area.

“Material Default” means a default in a material obligation following written notice of such default which shall include a detailed explanation of why the party sending such notice considers such default to be material.

“Maximum Reimbursement Ratio” means, with respect to each Redevelopment Project, an amount that does not exceed 15% calculated by dividing the Reimbursable Project Costs by total Redevelopment Project Costs associated with that Redevelopment Project.

“MHTC” means the Missouri Highways and Transportation Commission.

“MoDOT” means the Missouri Department of Transportation and/or the Missouri Highways and Transportation Commission.

“Obligations” means bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by the City to carry out the Redevelopment Project or to refund outstanding Obligations. The issuance of Obligations is the sole discretion of the City.

“Ordinance” means an ordinance adopted by the Board of Aldermen.

“Other Taxing District EATs” means all Economic Activity Taxes which are attributable to the sales tax levies of a taxing district besides the City and the CID.

“Other Taxing District PILOTs” means all Payments In Lieu of Taxes which are attributable to the real property tax levies of a taxing district besides the City.

“Payments in Lieu of Taxes” shall have the meaning assigned to such term in Section 99.805 of the TIF Act.

“Permitted Subsequent Approvals” means the Building Permits and other Governmental Approvals customarily obtained prior to construction which have not been obtained or which the City or other Governmental Authority has not yet determined to grant on the date that this Agreement is executed and those approvals relating to the formation and implementation of the CID.

“PILOT Account” means the separate segregated account within the Special Allocation Fund into which Payments in Lieu of Taxes are to be deposited.

“Plan” or **“Redevelopment Plan”** means The Arrowhead Centre Tax Increment Financing Plan.

“Planning Consultant” means a person or company selected by and engaged by the City to provide professional advice regarding the issuance of Obligations and related financial matters as described in this Agreement.

“Private Investment” means the total cost, determined as of the last day of each calendar year during which the provisions of this Section are applicable, incurred by Developer in the construction, development and operation of the Developer Private Improvements which are paid by Developer, as determined in accordance with generally accepted accounting principles consistently applied.

“Private Loans” means loans or indebtedness incurred by the Developer or any other private entity or individual to pay for Reimbursable Project Costs incurred or estimated to be incurred, to carry out the Redevelopment Projects, to finance the creation of such Private Loans, to establish reserves, to fund or secure such Private Loans, to finance interest costs associated with such Private Loans, or to refund or refinance any such outstanding Private Loans.

“Property” means all of the real property located within the boundaries of the Redevelopment Area and existing improvements in the Redevelopment Area as set forth in the Redevelopment Plan.

“Projects” means the Public Improvements and the Developer Private Improvements described in the Redevelopment Plan and this Agreement to be constructed by or on behalf of the Developer in the Redevelopment Area pursuant to this Agreement.

“Project Budget” means the Project Budget set forth in **Exhibit C**.

“Public Improvements” means that portion of the Work which consists of improvements in public rights-of-way which will be dedicated to, owned and maintained by a public entity, including the City or the CID.

“Redevelopment Area” means the area legally described in **Exhibit B** and designated as the Redevelopment Area by the Redevelopment Plan Ordinance.

“Redevelopment Plan Ordinance” means Ordinance No. 15.56, adopted by the Board of Aldermen on July 16, 2015, which approved the Redevelopment Plan and took other actions related to the Redevelopment Plan.

“Redevelopment Project” and **“Redevelopment Projects”** means, separately or collectively, Redevelopment Project I, Redevelopment Project II, Redevelopment Project III, Redevelopment Project

IV, Redevelopment Project V, Redevelopment Project VI, Redevelopment Project VII, and Redevelopment Project VIII.

“Redevelopment Project Ordinance” means each Ordinance that approves a Redevelopment Project and activates the collection of TIF Revenues in the applicable Redevelopment Project Area.

“Redevelopment Project I” means an 80 unit skilled nursing home and a 90 unit assisted living facility to be constructed within Redevelopment Project Area I under the Plan anticipated to consume approximately 14.2 acres, together with the required infrastructure and Public Improvements to support the Development.

“Redevelopment Project II” means a combination of one, two and three-plex independent living units and a condominium building of approximately 128 units for senior citizens to be constructed within Redevelopment Project Area II under the Plan anticipated to consume approximately 35.33 acres, together with the required infrastructure and Public Improvements to support the development. In order for these senior independent living units to qualify for 50% Surplus Payments in Lieu of Taxes, Developer must meet the following three conditions:

- (1) Project Area II must be developed as “senior living adults only” community meeting the requirements of 42 USC 3607 (B)(1) and (2) and the regulations set out at 20 CFR 100.
- (2) No housing within Project Area II may be leased, sold, rented, or developed without the prior creation and publication of sufficient policies and procedures as required by 20 CFR 100.306.
- (3) Before any housing within Redevelopment Project II is leased, sold, rented or developed, the written policy and procedures for the development of Project Area II created pursuant to 20 CFR 100.306 and adopted by the developer must be recorded as covenants within the chain of title to survive at least 33 years after the passage of the TIF plan by the Board of Aldermen.

“Redevelopment Project III” means a mixed-use development comprising approximately 23.15 acres and consisting of a restaurant and recreational uses including, but not limited to a family entertainment center, championship putting courses, driving range, chipping and putting green, batting cages, arcade and an additional pad site, all to be constructed within Redevelopment Project Area III under the Plan, together with the required infrastructure and Public Improvements to support the development.

“Redevelopment Project IV” means a mixed-use commercial and residential development to be constructed within Redevelopment Project Area IV under the Plan, which is anticipated to include, but not be limited to, a 222 unit apartment complex, approximately six outparcels and pad sites for uses such as restaurants, pharmacy or office uses and over 300,000 square feet of retail and office space; all anticipated to consume approximately 45.27 acres, together with the required infrastructure and Public Improvements to support the development.

“Redevelopment Project V” means a mixed-use retail and office development to be constructed within Redevelopment Project Area V under the Plan, including, but not limited to, medical office space, a bank and approximately three fast food restaurants all anticipated to consume approximately 7.89 acres, together with the required infrastructure and Public Improvements to support the development.

“Redevelopment Project VI” means a mixed-use development consisting of a winery with a restaurant, a pad site and approximately 16 nightly rental cottages all to be constructed within

Redevelopment Project Area VI under the Plan and anticipated to consume approximately 28.87 acres, together with the required infrastructure and Public Improvements to support the development.

“Redevelopment Project VII” means a commercial development to be constructed within Redevelopment Project Area VII under the Plan consisting of a gas station/convenience store, fast food site, car wash, 90-room hotel and a big box retail site, all anticipated to consume approximately 26.56 acres, together with the required infrastructure and Public Improvements to support this development.

“Redevelopment Project VIII” means a commercial development comprising approximately 16.55 acres and consisting of over 100,000 square feet of storage buildings, and at least two outparcels for additional commercial usage, all to be constructed within Redevelopment Project Area VIII under the Plan, together with the required infrastructure and Public Improvements to support this development.

“Redevelopment Project Area” and **“Redevelopment Project Areas”** means, separately or collectively, Redevelopment Project Area I, Redevelopment Project Area II, Redevelopment Project Area III, Redevelopment Project Area IV, Redevelopment Project Area V, Redevelopment Project Area VI, Redevelopment Project Area VII, and Redevelopment Project Area VIII.

“Redevelopment Project Area I” means the area for the construction of Redevelopment Project I, which area is within the Redevelopment Area and is described on **Exhibit B** as District 1.

“Redevelopment Project Area II” means the area for the construction of Redevelopment Project II, which area is within the Redevelopment Area and is described on **Exhibit B** as District 2.

“Redevelopment Project Area III” means the area for the construction of Redevelopment Project III, which area is within the Redevelopment Area and is described on **Exhibit B** as District 3.

“Redevelopment Project Area IV” means the area for the construction of Redevelopment Project IV, which area is within the Redevelopment Area and is described on **Exhibit B** as District 4.

“Redevelopment Project Area V” means the area for the construction of Redevelopment Project V, which area is within the Redevelopment Area and is described on **Exhibit B** as District 5.

“Redevelopment Project Area VI” means the area for the construction of Redevelopment Project VI, which area is within the Redevelopment Area and is described on **Exhibit B** as District 6.

“Redevelopment Project Area VII” means the area for the construction of Redevelopment Project VII, which area is within the Redevelopment Area and is described on **Exhibit B** as District 7.

“Redevelopment Project Area VIII” means the area for the construction of Redevelopment Project VIII, which area is within the Redevelopment Area and is described on **Exhibit B** as District 8.

“Redevelopment Project Costs” means the sum total of all reasonable or necessary costs incurred or estimated to be incurred in connection with the Redevelopment Project, and any such costs incidental to the Redevelopment Plan or the Redevelopment Project, as applicable. Such costs include, but are not limited to, the following:

- (1) Costs of studies, surveys, plans and specifications;
- (2) Professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial planning or special services;

- (3) Property assembly costs, including, but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;
- (4) Costs of rehabilitation, reconstruction, repair or remodeling of existing buildings and fixtures;
- (5) Costs of construction of public works or Public Improvements;
- (6) Costs of Developer Private Improvements;
- (7) Financing Costs;
- (8) All or a portion of a Taxing District's capital costs resulting from the Project necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plan and the Project, to the extent the City by written agreement accepts and approves such costs;
- (9) Relocation costs to the extent that the City determines that relocation costs shall be paid or are required to be paid by federal or state law;
- (10) Payments in Lieu of Taxes; and
- (11) Administrative Costs.

“Reimbursable Line Items” shall have the meaning assigned in Section 3.2.

“Reimbursable Project Costs” means those costs which are incurred by the City or the Developer, before or after the date of this Agreement, including Financing Costs, Administrative Costs and the costs set forth in the Project Budget which is attached as **Exhibit C** (in the estimated total amount of \$55,835,595, which is 14.45% of the total estimated Redevelopment Project Costs of \$385,731,340), as a result of preparing, reviewing and adopting the Redevelopment Plan and the Project, designation of the Redevelopment Area, planning, financing, acquiring and constructing the Project and any other Work authorized by the Redevelopment Plan, the oversight of the construction of the Project, the implementation of the Redevelopment Plan, and the management of the Special Allocation Fund, and which are at all times consistent with the TIF Act or any judicial interpretation of the TIF Act and which may be authorized for reimbursement in accordance with this Agreement.

“Reimbursable Project Costs Cap” means:

- (1) for the entire Project, \$55,835,595 for all Reimbursable Project Costs, which is the combined total principal amount of the reimbursable costs for all Redevelopment Projects in the aggregate, and
- (2) for each separate Redevelopment Project, the amounts set forth in the Project Budget as the subtotal reimbursable amounts in the column “Reimbursable Project Costs” with respect to each separate Redevelopment Project,

plus Financing Costs as allowed to be reimbursed pursuant to this Agreement and all actual Administrative Costs. Costs incurred by Developer pursuant to Section 9.6 shall not be subject to the Reimbursable Project Costs Cap. No reimbursement shall be provided by the City except from TIF Revenues generated within each Redevelopment Project during the 23-year period following approval of a Redevelopment Project Ordinance for such project. The Reimbursable Project Costs cap shall only be

adjusted with respect to each Redevelopment Project in strict compliance with the requirements of this Agreement.

“Reserve Account” means an account within the Special Allocation Fund into which the Reserve Funds shall be deposited until released in accordance with Section 5.8.

“Reserve Funds” means (1) all Other Taxing District PILOTs, (2) all Other Taxing District EATs and (3) all City Restricted EATs.

“RSMo” means the Revised Statutes of Missouri, as amended.

“Site Plan” means the final site plan for the Redevelopment Area submitted by the Developer to the City and approved by the City pursuant to applicable City ordinances, regulations and City code provisions, and as amended from time to time by the City.

“Special Allocation Fund” means the fund, including any accounts and subaccounts created therein, into which TIF Revenues are deposited, as required by the TIF Act and this Agreement.

“Surplus Payments in Lieu of Taxes” means the amount of revenue collected which shall be declared as surplus and shall be distributed annually to the Taxing Districts in accordance with Section 5.5 of this Agreement on a basis that is proportional to the current collections of revenue which each Taxing District receives from real property within the Redevelopment Area. The Surplus Payments in Lieu of Taxes shall include:

- (1) 100% of the Payments in Lieu of Taxes attributable to the 222 unit residential apartment property located within the Redevelopment Area; and
- (2) 50% of the Payments in Lieu of Taxes attributable to commercial property located within the Redevelopment Area.

“Surplus PILOTs Account” means the separated segregated account of the Special Allocation Fund into which the Surplus PILOTs are deemed deposited by the County prior to distribution to the Taxing Districts.

“Taxing District” means any political subdivision of the State of Missouri located wholly or partially within the Redevelopment Area having the power to levy taxes. As used in this Agreement, certain provisions use this term in relation to districts that impose only real property taxes, or only sales taxes, or both, as the context of the provision so requires.

“Tenant” shall mean all lessees, purchasers and transferees of Property in the Redevelopment Area.

“TIF Act” means the Real Property Tax Increment Allocation Redevelopment Act, Section 99.800 *et seq.*, of the Revised Statutes of Missouri, as amended.

“TIF Commission” means the Tax Increment Financing Commission of the City of Osage Beach, Missouri, as constituted for review of the Redevelopment Plan.

“TIF Implementation Requirements” means the requirements in Section 99.865, RSMo, as of the Effective Date of this Agreement, regarding (1) the City annual report which is filed with the appropriate state agency concerning the status of each tax increment financing redevelopment plan and

project in the City, (2) the annual statement showing the payments made in lieu of taxes received and expended in that year, the status of the redevelopment plan and projects therein, amount of outstanding bonded indebtedness and any additional information the municipality deems necessary which is published in a newspaper of general circulation in the municipality, and (3) the public hearing that must be conducted by the City every five years after tax increment financing redevelopment plans and projects are created by ordinance pursuant to the TIF Act.

“TIF Revenues” means Payments In Lieu of Taxes and fifty percent (50%) of Economic Activity Taxes.

“Total Initial Equalized Assessed Value” means that amount certified by the County Assessor which equals the most recently ascertained equalized assessed value of each taxable lot, block, tract, or parcel of real property within the Redevelopment Project Areas immediately after tax increment financing for the Redevelopment Project Areas has been approved by the Board of Aldermen by an Ordinance.

“Trustee” means the banking or trust entity named as trustee in connection with the issuance of Obligations. All references to a Trustee in this Agreement, including reporting requirements to or from a Trustee, are only applicable if a Trustee is actually used in connection with the issuance of Obligations.

“Work” means all work necessary to prepare the Property and to construct the Project, including: (1) construction of the Public Improvements and the Developer Private Improvements; (2) demolition and removal of all existing buildings and improvements located on the Property and clearing and grading of the Property; and (3) all other work described in the Redevelopment Plan or reasonably necessary to effectuate the intent of this Agreement.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations of the City. The City makes the following representations and warranties, which are true and correct on the date hereof:

A. Litigation. To the best of the City’s knowledge, there is no litigation or proceeding pending against the City with respect to the Redevelopment Plan or this Agreement. In addition, to the best of the City’s knowledge, there is no other litigation or proceeding that is pending against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of the terms and provisions of this Agreement.

B. Governmental or Corporate Consents. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the City of this Agreement.

C. No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the City under this Agreement.

D. Construction Permits. The City reasonably believes that all permits and licenses necessary to construct the Public Improvements and the Developer Private Improvements can be obtained.

Section 2.2. Representations of the Developer. The Developer makes the following representations and warranties, which are true and correct on the date hereof:

A. Due Authority. The Developer has all necessary power and authority to execute, deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

B. No Defaults or Violation of Law. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which the Developer is now a party, and do not and will not constitute a default under any of the foregoing.

C. Litigation. To the best of the Developer's actual knowledge, there is no litigation, proceeding or investigation pending or threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, of the terms and provisions of this Agreement.

D. No Material Change. (1) The Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for the transactions contemplated by this Agreement and (2) there has been no material adverse change in the business, financial position, prospects or results of operations of the Developer, which could affect the Developer's ability to perform its obligations pursuant to this Agreement from that shown in the financial information provided by the Developer to the City prior to the execution of this Agreement.

E. Governmental or Corporate Consents. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement other than Permitted Subsequent Approvals.

F. No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument to which the Developer is a party or by which the Developer is or may be bound.

G. Approvals. Except for Permitted Subsequent Approvals, the Developer has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business as heretofore conducted by it and to own or lease and operate its properties as now owned or leased by it. Except for Permitted Subsequent Approvals, the Developer has obtained all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to acquire, construct, equip, operate and maintain the Developer Private Improvements. The Developer reasonably believes that all such certificates, licenses, consents, permits, authorizations or approvals which have not yet been obtained will be obtained in due course.

H. Construction Permits. Except for Permitted Subsequent Approvals, all governmental permits and licenses required by applicable law to construct, occupy and operate the Developer Private

Improvements have been issued and are in full force and effect or, if the present stage of development does not allow such issuance, the Developer reasonably believes, after due inquiry of the appropriate governmental officials, that such permits and licenses will be issued in a timely manner in order to permit the Developer Private Improvements to be constructed.

I. Compliance with Laws. The Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

J. Other Disclosures. The information furnished to the City by the Developer in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

K. Project. The Developer represents and warrants that the Redevelopment Area is sufficient to construct the Redevelopment Projects as contemplated in the Redevelopment Plan and this Agreement.

Section 2.3. Developer Deliverables after the Effective Date of this Agreement. Within 30 days after the Effective Date of this Agreement, Developer shall furnish the City with the following, to the extent not already provided to the City:

- A. a copy of the Developer's Articles of Organization certified by the Secretary of State of the State of Missouri;
- B. a certificate of good standing of the Developer in the State of Missouri; and
- C. a certified copy of the Operating Agreement of the Developer.

No payments from TIF Revenues shall be made to Developer until the requirements of this Section have been satisfied.

Section 2.4. Developer to Advance Costs. The Developer agrees to advance all Redevelopment Project Costs as necessary to complete the Work, all subject to the Developer's right to terminate this Agreement as set forth in Section 8.6.

Section 2.5. Funding of Administrative Costs.

A. Termination of Funding Agreement. Pursuant to a Funding Agreement between the City and the Developer, Developer has previously advanced certain funds for Administrative Costs. Within thirty (30) days after execution of this Agreement, the City shall submit final invoices which will be paid by Developer, along with the payment of any other outstanding invoices, pursuant to the terms of the Funding Agreement. After final payment of all outstanding invoices is made by Developer under the Funding Agreement, the Funding Agreement shall be terminated, and any funds remaining on deposit with the City pursuant to the Funding Agreement shall be used by the City in accordance with paragraph B of this Section and shall be treated as a Reimbursable Project Cost to Developer.

B. Initial Deposit. In addition to the Administrative Costs paid under the Funding Agreement, the City shall also be reimbursed for all Administrative Costs incurred in connection with the Redevelopment Plan, the Project and this Agreement. Upon execution of this Agreement, the City shall

deposit such funds remaining on deposit with the City pursuant to the Funding Agreement in a separate, segregated account of the City (the “**Advanced Funds Account**”), and, if such amount is less than \$15,000, then Developer shall make a payment to the City (all amounts in the Advanced Funds Account are the “**Advanced Funds**”) so that the initial amount on deposit in the Advanced Funds Account, together with any funds remaining from the Funding Agreement, is \$15,000.

C. Operation of the Advanced Funds Account. The City may invest the Advanced Funds in the same manner as other funds of the City are invested, and interest earnings shall remain in the Advanced Funds Account. All Advanced Funds shall be used to pay Administrative Costs. The City shall submit to the Developer an itemized statement of actual payments made from the Advanced Funds Account for such expenses on a regular periodic basis, but no more often than monthly and no less often than quarterly. The Developer shall advance to the City the amounts set forth on such statements within thirty days after receipt thereof, which shall be deposited in the Advanced Funds Account so that the balance of the Advanced Funds Account remains at \$15,000 prior to the Construction Commencement Date and at \$15,000 on and after the Construction Commencement Date. This arrangement shall continue until there are sufficient funds in the Special Allocation Fund to implement paragraph D of this Section.

D. Future Administrative Costs on a Pay As You Go Basis. When sufficient funds are available in the Special Allocation Fund, the City may withdraw from the Special Allocation Fund to pay Administrative Costs an amount not to exceed \$20,000 in any year during the first two years of the Redevelopment Project, and thereafter \$10,000 in any year. After the terms of this paragraph are being implemented, if Administrative Costs in any year exceed the amount available in the Special Allocation Fund during such year, the unpaid portion of such Administrative Costs shall carry over to the next or any subsequent years until paid in full.

E. Future Administrative Costs if Bonds are Issued. If Bonds are issued and the Bond proceeds are made available, the Developer shall have no further obligation to pay Administrative Costs and they shall be paid solely from the proceeds of the Bonds, or from the Special Allocation Fund in accordance with this Agreement.

Section 2.6. Developer’s Ownership of the Redevelopment Area. At the time that this Agreement is executed, Developer represents that it owns all of the Property in the Redevelopment Area. The Parties agree that condemnation is not needed to acquire any portion of the Property.

Section 2.7. Developer Designation and Development Rights. The City hereby selects the Developer to perform or otherwise cause the performance of the Work in accordance with the Redevelopment Plan and this Agreement. For the purpose of implementing the Redevelopment Plan and this Agreement, the City hereby grants to the Developer exclusive redevelopment rights over the Redevelopment Area, subject to and in accordance with the terms and conditions of this Agreement.

ARTICLE III. REIMBURSEMENT OF DEVELOPER COSTS

Section 3.1. Developer Reimbursement and Limitation on Reimbursement

A. The City shall reimburse the Developer for all verified Reimbursable Project Costs not to exceed the Reimbursable Project Costs Cap under the conditions and restrictions set forth in this Agreement, including the restrictions set forth in Section 5.8, and subject to Developer’s right to shift costs between line items within a single Redevelopment Project and between different Redevelopment Projects as allowed by Section 3.2 below. The City does not intend to issue Obligations to reimburse the Developer for verified Reimbursable Project Costs, but the City may issue Obligations at its sole discretion as set forth in Section 5.4. The City shall have no obligation to reimburse Developer until

funds are available in the Special Allocation Fund, or until Obligations have been issued in the City's sole discretion for such purpose . In connection with the site preparation, development and construction of each Redevelopment Project Area, the Developer shall submit an Application for Reimbursable Project Costs in substantial compliance with **Exhibit F** for the Reimbursable Project Costs associated with construction in the appropriate Redevelopment Project Area. The City will not reimburse the Developer for any cost that is not a "redevelopment project cost" under Section 99.805(15) of the TIF Act.

B. After the City certifies a Reimbursable Project Cost in accordance with Section 3.2, interest shall accrue at the prime rate as reported by the Wall Street Journal, plus 2% per annum, adjusted on the first day of each calendar quarter, for all costs approved in a Certificate of Reimbursable Project Costs from the day that the City approves such certificate (except as otherwise provided in Section 5.4.A) in accordance with Section 3.2 until such Reimbursable Project Costs are actually reimbursed with TIF Revenues. The interest rate allowed pursuant to this paragraph shall not exceed ten percent (10%) per annum, as restricted by Section 108.170, RSMo.

Section 3.2. Reimbursement Process.

A. Requests for Reimbursement. All requests for reimbursement of Reimbursable Project Costs shall be made in an Application for Reimbursable Project Costs in substantial compliance with **Exhibit F**. Each Application for Reimbursable Project Costs shall be accompanied by a copy of the Project Budget which provides a cumulative summary (the "**Budget Summary**") of all Reimbursable Project Costs requested to date, including the current request and all shifting of Reimbursable Project costs between Reimbursable Line Items and between Redevelopment Projects as allowed by this Section. No person other than Developer may submit an Application for Reimbursable Project Costs, and any claims by contractors, engineers, professionals or other service providers who have performed work or provided goods or services to Developer in furtherance of the Redevelopment Plan which are Reimbursable Project Costs must receive payment from Developer before such amounts may be submitted to the City for reimbursement in accordance with this Section, unless Developer expressly requests and authorizes payment directly to a contractor or service provider as a Reimbursable Project Cost. The Developer shall, at the City's request, provide itemized invoices, receipts or other information, if any, requested by the City to confirm that any such cost is so incurred and does so qualify.

B. Eligible Reimbursable Costs. The Parties agree that the individual items which are scheduled to be reimbursed according to the Project Budget (the "**Reimbursable Line Items**"), to the extent actually incurred by Developer for the Project and certified by the City, up to the Reimbursable Project Costs Cap, constitute Reimbursable Project Costs which are eligible for reimbursement in accordance with the TIF Act and this Agreement. The City acknowledges that such costs are estimates prepared by Developer based on the knowledge of the Project at the time the Redevelopment Plan Ordinance was adopted and the actual costs of items for implementing the Project may vary depending on market factors and conditions, but in no event will the City's total obligation for reimbursement exceed the total Reimbursable Project Costs Cap plus Financing Costs, Administrative Costs and costs set forth in Section 9.6 of this Agreement.

C. Shifting Reimbursement Within a Redevelopment Project.

1. Developer may, in the aggregate, shift up to 10% of each Reimbursable Line Item within a Redevelopment Project to another Reimbursable Line Item within the same Redevelopment Project without consent from the City, provided that the total amount of reimbursement for each Redevelopment Project shall not exceed the Reimbursable Project Costs Cap with respect to such Redevelopment Project and upon providing written notice to the City of the amounts shifted between Reimbursable Line Items through an Application for Reimbursable Project Costs.

2. Developer may shift amounts in excess of 10% of each Reimbursable Line Item within a Redevelopment Project to another Reimbursable Line Item within the same Redevelopment Project with the prior written consent of the City, which may be provided in accordance with Section 9.7, after Developer has demonstrated to the City that (a) the Redevelopment Project will be completed in substantial conformance with the description of the development as set forth in the Redevelopment Plan and the definition of the appropriate Redevelopment Project in Section 1.2, (b) the Redevelopment Project will be completed in compliance with all Land Use Approvals that have been provided for the Redevelopment Project, and (c) the Redevelopment Project

3. Costs associated with Land Acquisition and Building Construction as set forth in the Project Budget for all Redevelopment Projects are not reimbursable and shall not become reimbursable under any provision of this Agreement.

4. All amounts shifted between Reimbursable Line Items pursuant to this subsection 3.2.C for a Redevelopment Project shall not increase the total amount of reimbursement provided for such Redevelopment Project.

D. Reimbursement for Projects.

1. Pre-Certification of Excess Reimbursement. Reimbursable Project Costs which are incurred for Reimbursable Line Items but which are in excess of the reimbursable amounts set forth in a Project Budget for that Reimbursable Line Item (“**Excess Reimbursement**”) may be submitted for pre-certification by the City in an Application for Reimbursable Project Costs. All requests for Excess Reimbursement shall be clearly and separately delineated on each Application for Reimbursable Project Costs. The City shall review each request for Excess Reimbursement as part of the review of each Application for Reimbursable Project Costs in accordance with paragraph F of this Section to verify the accuracy and completeness of the request. In the City’s review pursuant to paragraph F of this Section, the City shall note whether each request for Excess Reimbursement is eligible for reimbursement in accordance with paragraph D.2 of this Section, pending the availability of reimbursement resulting from costs savings that are realized from Projects 2-8 which may be later approved for reimbursement according paragraph D.2 of this Section. Interest as allowed pursuant to Section 3.1 shall not start to accrue for any Excess Reimbursement until such Excess Reimbursement is approved pursuant to paragraph D.2 of this Section.

2. Approval of Excess Reimbursement. In an Application for Reimbursable Project Costs associated with Projects 2-8, the application may specify costs savings that have been realized for completed Reimbursable Line Items associated with Projects 2-8 and may request that such unused reimbursement for such Reimbursable Line Items in Projects 2-8 are requested be used to provide reimbursement for Excess Reimbursement that was previously reviewed by the City pursuant to paragraph D.1 of this Section. Each application which includes a request for reimbursement of Excess Reimbursement shall be reviewed and acted upon in accordance with paragraph F of this Section. On the date that an approval is granted in accordance with paragraph F of this Section for reimbursement of Excess Reimbursement as the result of cost savings realized in Projects 2-8, the Reimbursable Project Costs associated with such Excess Reimbursement that have been approved by the City for reimbursement shall begin to accrue interest in accordance with Section 3.1.

3. Except as allowed for Excess Reimbursement, the amount of Reimbursable Project Costs for Redevelopment Project 1 shall be a hard cap and may not be increased above the amounts set forth in the Project Budget.

E. Shifting Reimbursement Into Redevelopment Projects 2, 3, 4, 5, 6, 7 and 8. Developer's requests for reimbursement for Redevelopment Projects 2 through 8 may request that costs savings incurred for Reimbursable Project Costs in completed Redevelopment Projects, or Reimbursable Line Items that have been fully completed for a Redevelopment Project, may be shifted forward to a future Redevelopment Project. Such request shall occur in Applications for Reimbursable Project Costs, and the Developer shall itemize and identify all amounts requested to be shifted pursuant to this subsection in such applications. Amounts shifted into Redevelopment Projects 2 through 8 pursuant to this paragraph from a completed Redevelopment Project or a completed Reimbursable Line Item shall not cause the total Reimbursable Project Costs for the Redevelopment Project to exceed the greater of (a) 110% of the total Reimbursable Project Costs Cap for the Redevelopment Project as set forth in the Project Budget or (b) the Maximum Reimbursement Ratio. Developer shall provide to City such documentation as the City shall reasonably request to assist City in verifying the calculations associated with these restrictions. The shifting of Reimbursable Project Costs allowed pursuant to this paragraph may only occur forward in time for future Redevelopment Projects and may not be used to shift future Reimbursable Project Costs to Redevelopment Project 1 or any other Redevelopment Project that is completed, except as allowed in Section 3.2.D.

Example #1 – Maximum Reimbursement for the entire Plan at completion: The total Reimbursable Project Costs for the entire Plan is \$55,835,595, which is 14.5% of the total estimated Redevelopment Project Costs. In the event that Projects 1-7 have been completed and all Reimbursable Project Costs for Projects 1-7 have been certified, then any savings resulting from such certified Reimbursable Project Costs in Projects 1-7 may be shifted into Project 8 to provide reimbursement up to the maximum total reimbursement of \$55,835,595.

Example #2 – 10% Limitation on Reimbursable Project Costs Cap within a Project: The total Reimbursable Project Costs for Redevelopment Project 6 is \$3,090,770, which is about 17.7% of the total Redevelopment Project Costs for the project. A total maximum amount of \$309,077 (an additional 10% of the total Reimbursable Project Costs for the project) may be shifted into Redevelopment Project 6 from all other completed Redevelopment Projects or completed Reimbursable Line Items based on cost savings realized from the completed Redevelopment Projects or completed Reimbursable Line Items, and the reimbursable amount shifted into Redevelopment Project 6 shall be subtracted accordingly from other Redevelopment Projects as set forth each subsequent Budget Summary submitted by Developer.

Example #3 – 15% Maximum Reimbursement Ratio within a Project: The total Reimbursable Project Costs for Redevelopment Project 7 is \$6,552,475, which is about 11% of the total Redevelopment Project Costs for the project. A total maximum amount of \$2,356,793 (to achieve the Maximum Reimbursement Ratio of 15%) may be shifted into Redevelopment Project 7 from all other completed Redevelopment Projects or completed Reimbursable Line Items based on cost savings realized from the completed Redevelopment Projects or completed Reimbursable Line Items, and the reimbursable amount shifted into Redevelopment Project 7 shall be subtracted accordingly from other Redevelopment Projects as set forth each subsequent Budget Summary submitted by Developer.

F. Consideration of Reimbursement Applications. The Developer may submit an Application for Reimbursable Project Costs to the City not more often than once each calendar quarter. The following shall apply to the consideration of each Application:

1. Initial 30-day review period. The City shall either accept, reject or request more information for each Application for Reimbursable Project Costs within thirty (30) days after the submission thereof. If the City determines that any cost identified as a Reimbursable

Redevelopment Project Cost is not a “redevelopment project cost” under Section 99.805(15) of the TIF Act, the City shall so notify the Developer in writing within said 30-day period, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other Redevelopment Project Costs as Reimbursable Project Costs with a supplemental application for payment, subject to the limitations of this Agreement. The City may also request such additional information from Developer as may be required to process the requested reimbursement, and the time limits set forth in this paragraph shall be extended by the duration of time necessary for Developer to respond to such request by the City. The City may engage an outside consultant to review make recommendations for approval of each request for reimbursement, and such costs shall be reimbursable to the City as Administrative Costs as provided in this Agreement.

2. Second 30-day notice period. If the City does not reject the Application, identify ineligible costs or request additional information from Developer within the initial 30-day response period, then Developer shall provide a written notice to the City that Developer has not received a response. If, within 30 days after receipt of such written notice from Developer, the City does not respond then such Application will be deemed approved by the City. No Application shall be deemed approved under this provision unless Developer has provided a written notice to the City following the conclusion of the initial 30-day review period and after 30 days have elapsed from the date that the City has received written notice from the Developer of a failure to act within the initial 30-day review period.

Section 3.3. Limitation on Source of Funds for City’s Obligation to Reimburse. Notwithstanding any other term or provision of this Agreement, reimbursement for Reimbursable Project Costs are payable only from the Special Allocation Fund and from the proceeds of any Obligations and from no other source. In no event will the City appropriate funds from the City’s general fund or from any fund other than the Special Allocation Fund to pay for Reimbursable Project Costs or to repay or prepay Obligations.

ARTICLE IV. PERFORMANCE STANDARDS FOR REIMBURSEMENT

Section 4.1. Activation of Redevelopment Projects.

No reimbursement shall be provided by the City for Reimbursable Project Costs associated with a Redevelopment Project until the Ordinance which approves the Redevelopment Project has been adopted by the City. Each of the Redevelopment Project Ordinances were introduced to the Board on July 16, 2015. The City may approve each Redevelopment Project Ordinance when each of the following requirements have been satisfied with respect to a Redevelopment Project:

A. An adequate private financing commitment, in the City’s judgment, has been presented to the City which covers all Public Improvements and Developer Private Improvements associated with the Redevelopment Project, or Developer has actually obtained such financing;

B. Developer has presented to the City executed and binding letters of intent, land sales contracts or leases for at least 50% of the gross square feet of development as set forth in the definitions section of this Agreement for the Redevelopment Project or, at the City’s sole discretion, a Redevelopment Project may be approved with a lower percentage of commitments;

C. The road improvements required for the Redevelopment Project have been approved by the City and MoDOT, as applicable;

D. Developer has received or is pursuing all applicable Land Use Approvals; and

E. There are, in the City's judgment, no outstanding issues associated with Public Improvements for the Redevelopment Project and Developer has obtained funding to construct all Public Improvements to serve the Redevelopment Project.

Section 4.2. Completion Performance.

The City shall be entitled to withhold 10% of all reimbursement for approved Reimbursable Project Costs associated with a Redevelopment Project until a Certificate of Substantial Completion has been approved by the City for the Redevelopment Project.

Section 4.3. Changes to Redevelopment Projects.

Developer shall be required to submit a proposed TIF Plan amendment to the City, for consideration by the TIF Commission and the Board of Aldermen, in the event that Developer seeks additional reimbursement that exceeds 5% of the Reimbursable Project Costs Cap for the Redevelopment Plan as a whole. The Parties acknowledge that any shifting of Reimbursable Project Costs within or between Redevelopment Projects as allowed by this Agreement shall not constitute substantial changes to the Redevelopment Plan as contemplated by the TIF Act.

Section 4.4. Employment Performance. Developer shall comply with the following:

A. Upon the issuance of a Certificate of Substantial Completion for a Redevelopment Project, Developer and its Tenants shall maintain the minimum number of annual full-time equivalent employees in a Redevelopment Project Area as set forth in **Exhibit K** (the "**Minimum Employment Level**") for a period of three (3) calendar years commencing from the first year that reporting is required pursuant to paragraph B of this Section for the Redevelopment Project. For purposes of achieving the Minimum Employment Level, the number of full-time equivalent employees of any given year within a Redevelopment Project Area will be calculated by dividing the total number of hours worked by all employees located within the Redevelopment Project Area, from January 1 through December 31 ("**Complete Year**"), by 1820 hours (52 weeks multiplied by 35 hours).

B. On or before March 31st of each year, commencing during the first full calendar year after the Certificate of Substantial Completion is issued for a Redevelopment Project, and by March 31st of each year thereafter for a period of three years with respect to each Redevelopment Project, the Developer shall submit an Annual Affidavit for each completed Redevelopment Project to the City setting forth the aggregate full-time equivalent employees which are employed in the applicable Redevelopment Project Area during the previous Complete Year.

C. In the event that the Minimum Employment Level for a Redevelopment Project is not met during any Complete Year, approved reimbursement for the Redevelopment Project shall be reduced and held in reserve according to the following formula until such time the Minimum Employment Level is met for that Redevelopment Project or until the aggregate total Minimum Employment Level is met as set for in Section 4.4.G.:

$$\text{T.R.} \quad \times \quad \frac{\text{M.L. - Jobs}}{\text{M.L.}} \quad = \quad \text{Permanent Reduction in Reimbursement}$$

T.R. = Total reimbursement approved by City for the Redevelopment Project
M.L. = Minimum Employment Level for the Redevelopment Project
Jobs = Total number of full-time equivalent employees during a Complete Year

In the event that the Minimum Employment Level is not met , the reduction applied pursuant to this paragraph upon completion of all Redevelopment Projects shall apply to the then-outstanding amount of certified Reimbursable Project Costs. All reductions held in reserve pursuant to this shall not accrue interest until such time the reserved amount is eligible for reimbursement as set forth in this paragraph.

The following two examples are based upon the assumption that Redevelopment Project 2 produces 12 full-time equivalent jobs, 3 less than the required 15 jobs. The formula is applied as shown below and \$901,903.00 is withheld from reimbursement to the Developer without further accrual of interest.

$$\$4,509,515. \quad \times \quad \frac{15-12}{15.} \quad = \quad \$901,903$$

Example #1 – Total aggregate number of employees after the completion of all Redevelopment Projects is 1,293, three (3) less than required total number of jobs of 1,296 after completion of all Redevelopment Projects. The \$901,903.00 held in reserve from Redevelopment Project 2 becomes a Permanent Reduction in Reimbursement from the Developer.

Example #2 – Total aggregate number of employees after completion of the first six Redevelopment Projects is 1,296, the required total number of jobs pursuant to Exhibit K. The \$901,903.00 held in reserve from Redevelopment Project 2 becomes eligible for reimbursement to the Developer and begins to accrue interest at that time.

D. Developer shall be responsible for obtaining annual employment data from all landowners, users, Tenants and all other relevant parties, and the failure of Developer to obtain such employment data at any time during the effective period of this Agreement shall not reduce Developer's burden to submit affidavits in compliance with this Section and shall not serve to excuse performance pursuant to this Section and shall not serve to relieve Developer from the reduction in reimbursement as required by this Section. Developer may use workers compensation employment data to the extent such data fulfills the reporting requirements of this Section. Developer shall include all necessary covenants and requirements in leases, sales contracts and other contracts and documents with landowners, users, Tenants and all other relevant parties to comply with this Section, and Developer shall bear the burden of requiring compliance with such provisions in such contracts and documents. The City shall not be obligated to contact other landowners, Tenants, users or any parties other than Developer to obtain the information required from Developer in implement this Section.

E. In the event that Developer anticipates that the development which is planned to be constructed in a Redevelopment Project will produce substantially lower full-time equivalent employees than the Minimum Employment Level for such project and Developer will therefore be unable to comply with the requirements of this Section, Developer may request that the Minimum Employment Level which is required by this Section for such project be reduced to a level that accounts for the development that is planned to occur. The City will review such request and a lower Minimum Employment Level may be approved by the City in accordance with Section 9.7.

F. In the event there is a business failure within a Redevelopment Project during the required three year reporting period, the Minimum Employment Level for that Redevelopment Project shall be reduced by the number of full time equivalent jobs lost.

G. In the event Developer meets the aggregate Minimum Employment Level for all Redevelopment Projects as set forth in Exhibit K for three (3) consecutive calendar years, then the requirement for submitting Annual Affidavits for remaining Redevelopment Projects shall become null and void.

Section 4.5. Public Participation.

The purpose of affording public assistance to the Project is to accomplish the stated public purposes and not to subsidize an otherwise economically viable development project. While it has been determined by the Board of Aldermen that the Project would not be undertaken but for the public assistance being provided, the Parties recognize that the ongoing profitability of the Project to Developer is based upon projections that may or may not be fulfilled. Therefore, in order to ensure that the public assistance being provided does not subsidize an unreasonable level of earnings for Developer, the Parties agree that a reasonable level of earnings for the combined Redevelopment Projects is an annual cash on costs rate of return unleveraged (the “**Annual Rate of Return**”) upon Private Investment of sixteen percent (16%) (the “**Maximum Annual Rate of Return**”).

A. Annual Report and Final Reimbursement Adjustment. No later than March 31st of each year after the first Certificate of Reimbursable Project Costs has been issued by the City for the Project, Developer shall deliver to the City the Developer’s Annual Rate of Return calculation (the “**Annual Rate of Return Calculation**”). The Annual Rate of Return Calculation shall be accompanied by such supporting data and information as necessary for the City to verify the accuracy of the calculation. The City may request such additional data and documentation as deemed necessary to verify the accuracy of Developer’s annual calculation. Prior to the completion of all reimbursement under the Redevelopment Plan, the City will calculate the average annual rate of return realized by Developer based on all Annual Rate of Return Calculations delivered by Developer. At such time, if the average annual rate of return realized by Developer for the Project exceeds the Maximum Annual Rate of Return, the total reimbursement provided pursuant to this Agreement shall be reduced by an amount that has the effect of limiting Developer’s average Annual Rate of Return to the Maximum Annual Rate of Return.

B. Audit Right. Upon ten (10) days prior written notice, City may cause an audit, at City’s sole cost and expense, of Developer’s statements and calculations referred to herein by City’s staff or consultant. If, as a result of any such audit, City believes that Developer reimbursement should be reduced according to this Section, then City shall inform Developer of its position in writing along with providing reasonable details and the material basis for City’s position. Developer and City shall meet and discuss their conflicting positions (the “**Audit Meeting**”). If after the Audit Meeting, City and Developer are not in agreement, then Developer may request the conflict be reviewed by the Board of Aldermen. If the audit indicates that Developer has under-reported its earnings by three percent (3%) or greater during any calendar year, City shall be entitled to reduce reimbursement in accordance with this Section, and also subtract all costs of City’s audit, subsequent to the Audit Meeting and review by the Board of Aldermen (if requested by Developer); if the audit indicates that Developer has overstated the amount of Private Investment in the Redevelopment Projects by three percent (3%) or greater, then Developer shall immediately remit the costs of City’s audit, and shall submit its revised statement.

ARTICLE V. TAX INCREMENT FINANCING

Section 5.1. Redevelopment Area and Project. The Redevelopment Area is legally described in **Exhibit B**. The Redevelopment Area will be developed in eight (8) Redevelopment Project

Areas. The City has initiated tax increment financing by Ordinance for the Redevelopment Project. Subject to the terms and conditions of the Redevelopment Plan and this Agreement, the Developer shall construct or cause to be constructed the Developer Private Improvements and the Public Improvements.

Section 5.2. Project Budget. The Project shall be constructed in accordance with the Project Budget, which costs are estimates based on the knowledge of the Project on the date of the Redevelopment Plan Ordinance, and the actual costs of items for implementing the Project may vary depending on market factors and conditions.

Section 5.3. Removal of Blight in the Redevelopment Area. The Redevelopment Area has been declared by the Board of Aldermen to be a “blighted area,” as that term is defined in the TIF Act, and is detrimental to the public health, safety and welfare because of the several influences that cause the Redevelopment Area to be a blighted area, as set forth in the Redevelopment Plan. By construction of the Redevelopment Project, the Developer shall clear the blighting influences, or eliminate the physical blight existing in the Redevelopment Area, or make adequate provisions reasonably satisfactory to the City for the clearance of such blighting influences.

Section 5.4. Bonds.

A. Issuance of Obligations. The City may, in its sole discretion, issue Bonds at any time in an amount sufficient to pay or reimburse all of the Reimbursable Project Costs that have been certified by the City plus the difference between such amount and the Reimbursable Project Costs Cap, up to the Reimbursable Project Costs Cap, plus Financing Costs, provided that the market condition for such Bonds are such that the payment terms of the Bonds are sufficiently favorable that reasonably prudent city financial officers would undertake the issuance of such Bonds.

B. Cooperation in the Issuance of Obligations.

1. If the City elects to issue Bonds, Developer covenants to cooperate and take all reasonable actions necessary to assist the City and its Bond Counsel, underwriters and financial advisors in the preparation of the Financing Documents, offering statements, private placement memorandums or other disclosure documents and all other documents necessary to market, sell and issue Obligations, including (i) disclosure of Tenants of the Property and the non-financial terms of the leases between the Developer and such Tenants and (ii) providing sufficiently detailed estimates of Reimbursable Project Costs so as to enable Bond Counsel to render its opinion as to the tax-exemption of Obligations. The Developer will not be required to disclose to the general public or any investor the rent payable under any such lease or any proprietary or confidential financial information pertaining to the Developer, its Tenants or the leases with its Tenants, but upon the execution of a confidentiality agreement acceptable to the Developer, the Developer will provide such information to the City’s financial advisors, underwriters and their counsel to enable such parties to satisfy their due diligence obligations.

2. The Developer further agrees, in connection with the City’s issuance of Bonds, (i) to provide a closing certificate in similar form attached as **Exhibit G** hereto (which shall include a certification regarding the accuracy of the information relating to the Developer and the Project), (ii) to cause its counsel to provide a legal opinion in similar form attached as **Exhibit G** hereto and (iii) to provide the following information to enable the underwriter of the Obligations to comply with Rule 15c2-12 of the Securities and Exchange Commission: all retail and commercial Tenants of the Project, the square footage occupied by each such Tenant, the purpose for which space is used by each retail Tenant, and the term of each commercial and retail lease. Developer shall provide information on an ongoing basis so that the City can comply with its

continuing disclosure obligations, as requested by the City. The obligations under this Section shall be a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement.

C. City to Select Bond Counsel, Financial Advisor and Underwriter; Term. The City shall have the right to select the designated Bond Counsel, financial advisor and underwriter (and such additional consultants as the City deems necessary for the issuance of the Obligations). The final maturity of Obligations shall not exceed the maximum term permissible under the TIF Act.

Section 5.5. Payments in Lieu of Taxes.

A. Initiation of Payment Obligations. Pursuant to the provisions of the Redevelopment Plan and the TIF Act, including, but not limited to, Section 99.845 thereof, when tax increment financing is established by an Ordinance for a Redevelopment Project Area, the Property is subject to assessment for annual Payments in Lieu of Taxes. Payments in Lieu of Taxes shall be due November 30 of each year in which said amount is required to be paid and will be considered delinquent if not paid by December 31 of each such year. The obligation to make said Payments in Lieu of Taxes shall be a covenant running with the land and shall create a lien in favor of the City on each such tax parcel as constituted from time to time and shall be enforceable against the Developer and its successors and assigns in ownership of property in a Redevelopment Area.

B. Enforcement of Payments. Failure to pay Payments in Lieu of Taxes as to any Property in the Redevelopment Area shall entitle any Collection Authority to proceed against such Property in the Redevelopment Area as in other delinquent property tax cases or otherwise as permitted at law or in equity, and such failure shall entitle the Collection Authority to seek all other legal and equitable remedies it may have to insure the timely payment of all such sums or of the principal of and interest on any outstanding Obligations secured by such payments, including the initiation of appropriate lawsuits for such unpaid taxes; provided, however, that the failure of any Property in the Redevelopment Area to yield sufficient Payments in Lieu of Taxes because the increase in the current equalized assessed value of such Property is or was not as great as expected, shall not by itself constitute a breach or default. The City shall use all reasonable and diligent efforts to notify the County Collector and all other appropriate officials and persons and seek to fully implement the Payments in Lieu of Taxes and reimbursements of Reimbursable Project Costs as provided in this Agreement and in the Redevelopment Plan.

C. Limitation on Protesting Tax Assessments.

1. Developer agrees that annual tax assessments on the Property shall not be formally or informally protested or contested if such assessments are equal to or less than 110% of the projected assessed values as set forth in the Redevelopment Plan or the Cost Benefit Analysis submitted in support of the Redevelopment Plan (the “**Projected Assessed Value**”) for any calendar year during the effective period of this Agreement. In the event that any tax assessment is greater than 110% of the Projected Assessed Value and the Developer elects to formally or informally protest the tax assessment, Developer shall not protest, contest or seek in any manner to have the assessment reduced to an amount that is less than 100% of the Projected Assessed Value.

2. However, notwithstanding the foregoing, Developer may protest the tax assessment for property within the Redevelopment Area if the tax assessment is determined to be a result of a mathematical error in the calculation of taxes by the County Assessor and the protest will not involve the presentation of evidence regarding the valuation of the property.

3. Subdivision of the Property in a manner that produces parcels of a different size or configuration than as set forth in the Redevelopment Plan shall not alter, affect or eliminate the limitation set forth in this paragraph, and this obligation shall be binding on all successors on the property in accordance with Section 7.6.

4. In the event that Developer presents to the City a proposed Tenant that seeks to purchase property in a Redevelopment Project Area for the purpose of development that will be constructed by or caused by such Tenant, and presents written proof under oath from such Tenant that Tenant will not close on the real estate transaction due solely to the limitation on protesting taxes as set forth in this subsection 5.5.C, Developer may request that the City provide relief or a waiver from the limitation in this subsection 5.5.C and the City Council may grant such request pursuant to Section 9.16 in the City's sole discretion and upon such terms and conditions as the City Council may provide.

D. Release of Liens. Notwithstanding anything to the contrary herein, the lien on Property within the Redevelopment Area shall be deemed (1) released as to any public street or other public way included within any plat proposed by the Developer, effective upon the passage of an Ordinance by the City approving the same, and (2) subordinated to the lot lines, utility easements and other similar matters established by any such plat (but not to any private access or parking rights granted or created by any such plat), effective upon the passage of an Ordinance by the City as aforesaid, and to any easement or like interests granted to the City or any public utility for public facilities or utilities or connection(s) thereto.

E. Limitation on use of Payments in Lieu of Taxes. No more than fifty percent (50%) of the Payments in Lieu of Taxes on Commercial property shall be used to pay Reimbursable Project Costs or to repay Obligations. In accordance with the Redevelopment Plan, the remaining fifty percent (50%) of the Payments in Lieu of Taxes collected on Commercial property shall be declared as Surplus Payment in Lieu of Taxes by the City, as approved in the Redevelopment Plan. One hundred percent (100%) of the Payment in Lieu of Taxes collected on Residential property shall be declared as Surplus Payments In Lieu of Taxes by the City, as approved in the Redevelopment Plan and such Residential property shall include the 222 unit apartment complex within Redevelopment Project Area IV. Additionally, although the senior citizen condominium units contemplated within Redevelopment Project Area II are characterized as Commercial property, to the extent any students reside within Redevelopment Project Area II during the period tax increment financing is authorized, the parties agree that the 50% Surplus Payment in Lieu of Taxes payment to the Taxing Districts shall automatically increase during the calendar year in which students begin to reside within Redevelopment Project Area II to a 100% Surplus Payment in Lieu of Taxes payment and Camdenton School District shall be a granted a contractual right to enforce this provision. The City shall, or, if an agreement between the City and County has been executed for such purpose then the County Collector shall on behalf of the City, pay such Surplus to the appropriate Taxing Districts affected by the Redevelopment Project. Such declaration of surplus Payments in Lieu of Taxes may not be modified by any subsequent agreement, contract, indenture, or other legal document and any attempted modification shall be void and have no effect on the amount of surplus Payments in Lieu of Taxes distributed to the appropriate Taxing Districts. Such declaration of surplus Payments in Lieu of Taxes shall continue at a level of fifty percent (50%) for Commercial property and one hundred percent (100%) for Residential property throughout the entire term of the TIF Plan and this Agreement.

F. Disbursements of Surplus Payments in Lieu of Taxes. The Parties acknowledge and agree that the Camden County Collector or his/her designee, on behalf of the City, will be the party to disburse Surplus Payments in Lieu of Taxes to the appropriate Taxing Districts affected by the Redevelopment Plan and this Agreement. The City will use Best Efforts to enter into an agreement in substantially the form of **Exhibit H** to memorialize the agreement with the Camden County Collector to

disburse Surplus Payments in Lieu of Taxes to the appropriate Taxing Districts on behalf of the City in accordance with this Section.

G. Certification of Base for Payments in Lieu of Taxes. Within ninety (90) days after adoption of the Project Ordinance, the City shall use Best Efforts to provide to the Developer a certification of the County Assessor's calculation of the total initial equalized assessed valuation of the taxable real property within the Redevelopment Area based upon the most equalized assessed valuation of each taxable lot, block, tract, or parcel of real property within the Redevelopment Area.

Section 5.6. Economic Activity Taxes.

A. Initiation of Payment Obligations. In addition to the Payments In Lieu of Taxes described above, and pursuant to Section 99.845 of the TIF Act, fifty (50) percent of the total additional revenue from taxes which are imposed by the City or other Taxing Districts, and which are generated by economic activities within a Redevelopment Project Area which are in excess of the amount of such taxes generated by economic activities within the Redevelopment Project Area for the calendar year ending prior to the year in which the Redevelopment Project Ordinance is approved, while tax increment financing remains in effect, but excluding taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 RSMo, licenses, fees or special assessments and personal property taxes, other than payments in lieu of taxes and any penalty and interest thereon, or taxes levied for the purpose of public transportation pursuant to Section 94.660, RSMo, shall be allocated to, and paid by the collecting officer to the designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Special Allocation Fund for the purpose of paying Redevelopment Project Costs and Obligations incurred in the payment thereof.

B. Accounting. The City shall deposit the payments of Economic Activity Taxes received from the respective Taxing Districts in the Economic Activity Account in the Special Allocation Fund, to be utilized and expended in accordance with the TIF Act, the Redevelopment Plan and this Agreement.

C. Documentation of Economic Activity Taxes.

1. The Developer, its successors and assigns shall use Best Efforts to impose a requirement on all Tenants to provide to the City documentation of Missouri Sales Tax receipts and filings for each business in the Redevelopment Area, indicating the type and amount of the Economic Activity Taxes paid by each such business located within the Redevelopment Area. The Developer hereby agrees, to the extent practicable, that each such lease shall provide that the City is an intended third party beneficiary of such provisions and the City has a separate and independent right to enforce such documentation provisions directly against any such Tenant. This obligation shall be a covenant running with the land and shall be enforceable against the Developer, to the extent Developer continues to own Property within the Redevelopment Area, and against any purchaser, lessee or other transferee or possessor as if such purchaser, lessee or other transferee or possessor were originally a party to and bound by this Agreement and shall only terminate upon the passage of an Ordinance terminating the Redevelopment Plan pursuant to the terms contained herein.

2. The City and the Developer agree to cooperate and take all reasonable actions necessary to cause the TIF Revenues to be paid into the Special Allocation Fund, including the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement. Developer shall annually provide records on utility taxes to allow the City annually appropriate utility taxes, and the City shall have no obligation to annually appropriate utility taxes unless such records are provided by Developer.

D. Certification of Base for Economic Activity Taxes. Within ninety (90) days after adoption of the Project Ordinance, the City shall use Best Efforts to provide to the Developer a certification of the amount of revenue from taxes, penalties and interest which are imposed by the City and other taxing districts and which are generated by economic activities within the Redevelopment Area for the preceding calendar year, but excluding those personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, taxes levied for the purpose of public transportation, or licenses, fees or special assessments identified as excluded in Section 99.845.3 of the TIF Act.

Section 5.7. Obligation to Report Maximum Sales Tax Revenue. To the fullest extent permitted by law, the Developer shall use all reasonable efforts to cause any Tenant to designate sales subject to sales taxes pursuant to Chapter 144, RSMo to be reported as originating from the Redevelopment Area. So long as any TIF Obligation is outstanding, the Developer shall cause such obligation to be a covenant running with the land and shall be enforceable as if such Tenant, were originally a party to and bound by this Agreement.

Section 5.8. Special Allocation Fund.

A. The City has established and shall maintain the Special Allocation Fund which shall contain the following separate segregated accounts: (1) Payments in Lieu of Taxes shall be deposited into the PILOT Account within the Special Allocation Fund; (2) Economic Activity Taxes shall be deposited into the Economic Activity Account within the Special Allocation Fund; (3) the Reserve Funds shall be withdrawn from the PILOTs Account and the Economic Activity Account and transferred to the Reserve Account in the order of priority set forth in Section 5.9, and thereafter held in the Reserve Account within the Special Allocation Fund until released in accordance with paragraph B of this Section; and (4) such further accounts or sub-accounts as are required by this Agreement, the Indenture, or as the City's financial advisor and Trustee may deem appropriate in connection with the administration of the Special Allocation Fund. Subject to the requirements of the TIF Act and, with respect to Economic Activity Taxes, subject to annual appropriation by the Board of Aldermen, the City will promptly upon receipt thereof deposit or be deemed to deposit all Payments in Lieu of Taxes into the PILOT Account and all Economic Activity Taxes into the Economic Activity Account.

B. Notwithstanding anything to the contrary in this Agreement, all funds deposited into the Reserve Account in the order of priority set forth in Section 5.9 shall be held in such account and shall not be available for any payments or reimbursements as authorized or required by the Redevelopment Plan or this Agreement until the earlier to occur of the following: (1) the Revised Statutes of Missouri have, in the sole judgment of the City, been amended to provide for relief from any consequence associated with noncompliance with the TIF Implementation Requirements or amended to provide an alternative method of satisfying the TIF Implementation Requirements, or (2) the date that the TIF Implementation Requirements have been fully satisfied for a period of five years. Upon the satisfaction of either condition, all Reserve Funds in the Reserve Account shall be transferred back into the PILOT Account and the Economic Activity Account, as appropriate, and shall become available as TIF Revenues for disbursement as provided in Section 5.9. In the event that a court of competent jurisdiction, any enforcing state agency or any other party with proper jurisdiction over such matter rules that the City is unable to implement one or more of the Redevelopment Projects due to noncompliance with the TIF Implementation Requirements, then all Reserve Funds held in the Reserve Account shall be used by the City to satisfy the terms of such ruling or judgment and thereafter shall not be available for disbursement pursuant to the Redevelopment Plan or this Agreement.

C. During the time that any Reserve Funds are in the Reserve Account, all City General EATs, all City PILOTs and all CID EATs shall be distributed in the order of priority specified in Section

5.9, as applicable to the distribution of TIF Revenues, only for the payment of certified Reimbursable Project Costs which are Public Improvements.

Section 5.9. Disbursements From Special Allocation Fund. All disbursements from the Special Allocation Fund will be paid in such priority as the City shall determine from the separate segregated accounts maintained within the Special Allocation Fund for Payments in Lieu of Taxes and Economic Activity Taxes. The City hereby agrees for the term of this Agreement to apply available TIF Revenues in the PILOT Account and the Economic Activity Account in the following manner and order of preference:

A. IF NO OBLIGATIONS ARE OUTSTANDING:

1. An amount equal to 50% of the actual Payments in Lieu of Taxes generated within the Redevelopment Area from Commercial development, and 100% of the actual Payments in Lieu of Taxes generated within the Redevelopment Area from Residential development, and actually received or deemed to be received into the PILOTS Account of the Special Allocation Fund shall be declared as Surplus Payments in Lieu of Taxes and shall be distributed in the manner set forth in Section 5.5 of this Agreement;

2. The Reserve Funds shall be transferred from the PILOT Account and the Economic Activity Account to the Reserve Account and held in the Reserve Account until released in accordance with Section 5.8;

3. Payment of Administrative Costs incurred by the City pursuant to Section 2.5 of this Agreement;

4. Reimbursement to any district providing emergency services within the Redevelopment Area, to the extent required by Section 99.848 of the TIF Act or, in lieu thereof, such amount (if any) as may be set forth in a cooperative agreement between the City and any such district, subject to the Developer's approval;

5. Payment of Reimbursable Project Costs after making all reductions and holdbacks as required by this Agreement.

B. IF OBLIGATIONS ARE OUTSTANDING: Moneys shall be applied in the manner specified in the ordinance or trust indenture relating to the issuance of the Obligations.

Section 5.10. Full Assessment.

A. Redevelopment Area. After all Reimbursable Project Costs have been paid and all outstanding Obligations have been paid in full, but not later than twenty-three (23) years from the adoption of the Redevelopment Plan Ordinance, all property in the Redevelopment Area shall be subject to assessments and payment of all ad valorem taxes, including, but not limited to, City, State, and County taxes, based on the full true value of the real property and the standard assessment ratio then in use for similar property by the County Assessor, and the Redevelopment Area shall be free from the conditions, restrictions and provisions of: (1) the TIF Act; (2) any rules or regulations adopted pursuant to the TIF Act; (3) the Redevelopment Plan Ordinance; (4) the Redevelopment Plan; and (5) the portions of this Agreement relating only to the TIF Act, the Redevelopment Plan Ordinance and the Redevelopment Plan.

B. Completion of Redevelopment Plan. Upon the payment of all Reimbursable Project Costs and all outstanding Obligations and the distribution of any excess moneys pursuant to Sections 99.845 and 99.850 of the TIF Act, the City shall adopt an Ordinance dissolving the Special

Allocation Fund and terminating the designation of the Redevelopment Area as a “redevelopment area” under the TIF Act. Thereafter the rates of the Taxing Districts shall be extended and taxes levied, collected and distributed in the manner applicable in the absence of the adoption of tax increment financing, and the Redevelopment Area shall be free from the conditions, restrictions and provisions of the TIF Act, of any rules or regulations adopted pursuant thereto, of the Redevelopment Plan Ordinance, of the Redevelopment Plan and this Agreement.

ARTICLE VI. DEMOLITION, CONSTRUCTION AND OPERATION OF THE PROJECT

Section 6.1. Project Design and Construction.

A. Construction Plan Approval. The Developer shall submit to the City the Construction Plans for the Project after approval of the Site Plan by the City. Construction Plans may be submitted in phases or stages. The Construction Plans shall incorporate the Design Standards as described in paragraph C of this Section. The Construction Plans shall be prepared and sealed by a professional engineer or architect licensed to practice in the State of Missouri and the Construction Plans and all construction practices and procedures with respect to the Project shall be in conformity with all applicable state and local laws, ordinances and regulations, including, but not limited to, any performance, labor and material payment bonds required for the Project, subject to delay or adjustment as necessary to meet Tenant requirements. The Developer shall submit Construction Plans for approval by the City Engineer in sufficient time so as to allow for review of the plans in accordance with applicable City ordinances and procedures. The Construction Plans shall be in sufficient completeness and detail to show that construction will be in conformance with the Redevelopment Plan and this Agreement.

B. Design. The Developer shall comply with and follow the design criteria relating to exterior improvements substantially as set forth in **Exhibit D** (the “**Design Standards**”), which regulate the exterior finishes, site appearance and signage allowed for Tenants as part of all zoning and subdivision approvals in order to create an integrated, unified design for the Project.

C. Construction. Developer shall commence the construction of the Project in a good and workmanlike manner in accordance with the terms of this Agreement. Upon reasonable advance notice, the Developer and its project team shall meet with the City to review and discuss the design and construction of the Project in order to enable the City to monitor the status of construction and to determine that the Project is being performed and completed in accordance with this Agreement.

D. Periodic Review and Reports. At the reasonable request of the City, the Developer agrees to provide to the City a report regarding the status of the Project, which shall include, at a minimum the following information, as applicable: lease negotiations, financing commitments, construction schedule, occupancy of the Project and configuration of the Project.

E. Continuation and Completion. Subject to Excusable Delay, once the Developer has commenced construction of the Project the Developer shall not permit cessation of work on the Project for a period in excess of twenty (20) consecutive days or fifty (50) days in the aggregate without prior written consent from the City.

F. Construction Contracts and Insurance. The Developer may enter into one or more construction contracts to complete the Work. Prior to the commencement of construction of the Work, the Developer shall obtain or shall require that any such contractor obtains workers’ compensation, comprehensive public liability and builder’s risk insurance coverage in amounts required by the City and as provided in Section 7.3 and shall deliver evidence of such insurance to the City. The Developer shall require that the insurance required hereunder is maintained by any such contractor for the duration of the construction of the Work.

G. Prevailing Wages. The Developer shall comply with all laws regarding the payment of prevailing wages to contractors or subcontractors of the Developer, as applicable. Developer shall indemnify the City for any damage resulting to it from failure of either the Developer or any contractor or subcontractor to pay prevailing wages pursuant to applicable laws.

H. Competitive Bids and Other Construction Requirements. The Developer shall comply with all applicable State and local laws relating to the construction of the Project, including but not limited to all applicable laws relating to competitive bidding. The Redevelopment Plan submitted in response to the City's request for proposals is deemed to satisfy all competitive bidding requirements established by the City pursuant to the TIF Act.

I. Cooperation on Third Party Approvals. Developer shall obtain all approvals required by MoDOT and any other entities or governmental departments specified by MoDOT, for all necessary public road improvements in MoDOT rights-of-way.

J. Governmental Approvals. The City agrees to employ Best Efforts to cooperate with the Developer and to process and timely consider and respond to all applications for the Governmental Approvals as received, all in accordance with the applicable City ordinances and law of the State of Missouri.

Section 6.2. Land Uses and Land Use Restrictions. In addition to the land use restrictions that are established pursuant to the City's zoning and subdivision regulations, unless approved in writing by the City prior to the execution of a lease or prior to the sale of land in the Redevelopment Area, the types of land uses set forth in the attached **Exhibit I** shall not occur as a primary use of any structure on the Property in the Redevelopment Area.

Section 6.3. Covenants, Conditions and Restrictions. Any Covenants, Conditions and Restrictions ("CC&Rs") shall be in compliance with the land use restrictions as set forth in Section 6.2 and the Design Standards set forth in Section 6.1. A copy of the CC&Rs shall be provided to the City not less than thirty (30) days prior to the date of recording with the Camden County Recorder of Deeds.

Section 6.4. Certificate of Substantial Completion. Promptly after substantial completion of the Developer Private Improvements, and related Public Improvements in accordance with the provisions of this Agreement, for a Redevelopment Project, the Developer may submit a Certificate of Substantial Completion to the City for such Redevelopment Project. Substantial completion shall mean that Developer has completed the Developer Private Improvements and related Public Improvements for which Certificates of Substantial Completion have been submitted to the City for the Redevelopment Project. The Certificates of Substantial Completion shall be in substantially the form attached as **Exhibit E**. The Construction Inspector shall, within thirty (30) days following delivery of the Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be deemed accepted by the City unless, prior to the end of such 30-day period after delivery, the City furnishes the Developer with specific written objections to the status of the Redevelopment Project, describing such objections and the measures required to correct such objections in reasonable detail. Upon acceptance of the Certificate of Substantial Completion or upon the lapse of thirty (30) days after delivery thereof without any written objections thereto, the Developer may record the Certificate of Substantial Completion with the Camden County Recorder of Deeds, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to construct the applicable phase of the Project.

Section 6.5. Relocation within the City. No Tenant may be relocated from another space located within the City limits of the City unless the sales tax base for such Tenant is transferred as provided under the TIF Act. For purposes of this Section, “**relocation**” shall mean (a) the relocation of a store, office or business within the City or (b) the location of a store, office or business within the boundaries of the Redevelopment Area and the closing of the same store, office or business, or the same chain or name-brand of store (either corporate or franchise), within the City within three hundred sixty-five (365) days after such store is opened in the Redevelopment Area. The requirement to transfer the base pursuant to this Section will be waived by the City in the event that Tenant provides written proof that the Tenant will close the existing store, office or business regardless of whether the new location would open within the Redevelopment Area.

Example of a relocation: Two “Brand Name” pharmacy stores exist in the City, both located outside the Redevelopment Area. A “Brand Name” pharmacy store opens in the Redevelopment Area. Within three hundred sixty-five (365) days after the opening of such “Brand Name” store in the Redevelopment Area, one of the two pre-existing “Brand Name” stores closes in the City. This will be treated as a “relocation” pursuant to this Section.

B. A credit will be applied to the calculation of the sales tax base in the event that a new store (the “**Replacement Store**”) opens in the prior location of the store which relocated into the Redevelopment Area. Such credit will be calculated and applied to the calculation of Economic Activity Taxes pursuant to the Redevelopment Plan after the Replacement Store is open for 365 days, and the credit shall be applied thereafter.

Section 6.6. Compliance with Laws and Requirements. The Project shall be designed, constructed, equipped and completed in accordance with all Applicable Law and Requirements of all federal, state and local jurisdictions. Notwithstanding any provision, regulation or Ordinance to the contrary, the Board of Aldermen reserves the right to review and approve the Site Plan and any modifications to the Site Plan submitted to the City Planning Commission for approval. In the event the Board of Aldermen should elect to review and approve a Site Plan modification, it shall do so by giving the Developer written notice of its intent to do so within twenty (20) days after the approval by the City Planning Commission and shall initiate said action by motion of the Board of Aldermen.

Section 6.7. Utilities and Fees. The City hereby agrees that the Developer shall have the right, subject to compliance with applicable City Ordinances, regulations and City code provisions, to connect any and all on-site water lines, sanitary and storm sewer lines and electric lines constructed in the Redevelopment Area to City utility lines existing at or near the perimeter of the Redevelopment Area. The City agrees that the Developer shall be obligated to pay, in connection with the development of the Redevelopment Area, those normal water, sanitary and storm sewer, Building Permit, engineering, inspection, and other fees which are of general applicability for the intended uses of the Property.

Section 6.8. Assistance to Developer. The City agrees to provide the Developer with assistance with respect to obtaining Building Permits from the City, and any permits or approvals required from any governmental agency, whenever reasonably requested to do so; provided, however, that all requests for assistance are in compliance with the City Ordinances, the Construction Plans, the Site Plan, all applicable City rules, regulations, codes and procedures and this Agreement, and all amendments to such documents, ordinances, rules, regulations, codes and laws. The City agrees to use its Best Efforts to assist Developer to obtain the necessary permits and approvals from MoDOT to allow ingress and egress to the Project from state rights-of-way.

Section 6.9. Lease of Property. As restricted by this Agreement, the Developer may lease Property within the Redevelopment Area. To the extent practicable and using Best Efforts, the

Developer, or any third party, shall insert in any such lease the following language, or language that is substantially similar to the following after being approved by the City Attorney, and shall have such lease signed by the lessee indicating acknowledgment and agreement to the following provision:

Economic Activity Taxes: Tenant acknowledges that the Leased Premises are a part of a Tax Increment Financing district (“TIF District”) created by Osage Beach, Missouri (the “City”) and that certain taxes generated by Tenant’s economic activities, including sales taxes, will be applied toward the costs of improvements for the Development. Upon the request of Landlord or the City, Tenant shall forward to the City or Landlord copies of Tenant’s State of Missouri sales tax returns filed with the Missouri Department of Revenue for its property located in the TIF District, and, upon request, shall provide such other reports and returns regarding other local taxes generated by Tenant’s economic activities in the TIF District as the City shall require, all in the format prescribed by them. Sales tax confidentiality shall be protected by the City as required by law. Tenant acknowledges that the City is a third-party beneficiary of the obligations in this Section, and that the City may enforce these obligations in any manner provided by law.

The Developer shall use reasonable efforts to enforce this lease provision. At the request of the City, the Developer shall provide a certification to the City confirming that the lease includes the provisions satisfying the Developer’s obligation as set forth in this Section. Failure of the Developer to require that such restrictions be placed in any such lease shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the Redevelopment Area or the Project and the City’s rights of enforcement and remedies under this Agreement and the TIF Act.

ARTICLE VII. GENERAL COVENANTS

Section 7.1. Indemnification of the City.

A. Developer agrees to indemnify and hold the City, its employees, agents, independent contractors and consultants (collectively, the “**City Indemnified Parties**”) harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorneys fees, resulting from, arising out of, or in any way connected with:

1. the Developer’s actions and undertaking in implementation of the Redevelopment Plan and this Agreement;
2. the negligence or willful misconduct of Developer, its employees, agents, independent contractors and consultants in connection with the management, design, development, redevelopment and construction of the Project; or
3. any litigation filed against the Developer by any member of the Developer, or any prospective investor, prospective partner or joint venture partner, lender, co-proposer, architect, contractor, consultant or other vendor which is not based in whole or in part upon any negligence or willful misconduct of the City or the City’s breach of this Agreement.

B. In the event any suit, action, investigation, claim or proceeding (collectively, an “**Action**”) is initiated or made as a result of which the Developer may become obligated to one or more of the City Indemnified Parties hereunder, any one of the City Indemnified Parties shall give prompt notice to the Developer of the occurrence of such event. After receipt of such notice, the Developer may elect to defend, contest or otherwise protect the City Indemnified Parties against any such Action, at the cost and expense of the Developer, utilizing counsel of the Developer’s choice. The City Indemnified Parties shall assist, at Developer’s sole discretion, in the defense thereof. In the event of such defense against any Action by Developer for the City, Developer shall provide to the City regular periodic reports on the

status of such Action. In the event that the Developer shall fail timely to defend, contest or otherwise protect any of the City Indemnified Parties against such Action, the City Indemnified Parties shall have the right to do so, and, if such defense is undertaken by the City Indemnified Parties after notice to the Developer asserting the Developer's failure to timely defend, contest or otherwise protect against such Action, the cost of such defense shall be at the expense of the Developer, including the right to offset against amounts of Reimbursable Redevelopment Costs payable to the Developer.

C. Any one of the City Indemnified Parties shall submit to the Developer any settlement proposal that the City Indemnified Parties shall receive which may only be accepted with the approval of the Developer. The Developer shall be liable for the payment of any amounts paid in settlement of any Action to the extent that and only with respect to any part the Developer expressly assumes in writing as part of such settlement. Neither the Developer nor the City Indemnified Parties will unreasonably withhold its consent to a proposed settlement.

D. The right to indemnification set forth in this Agreement shall survive the termination of this Agreement.

E. Indemnification provided by Developer to any City Indemnified Party resulting from Developer's implementation of the Redevelopment Project or this Agreement and which are not caused by the negligence or willful misconduct of Developer or employees, agents, independent contractors and consultants shall be treated as Developer Reimbursable Project Costs that will be in addition to the Reimbursable Project Costs Cap.

Section 7.2. Indemnification of the Developer.

A. To the extent permitted by law, the City agrees to indemnify and hold the Developer, its employees, agents and independent contractors and consultants (collectively, the "**Developer's Indemnified Parties**") harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorneys fees, resulting from, arising out of, or in any way connected with the City's power and authority to undertake and approve the Redevelopment Plan and this Agreement, except that this indemnification shall not apply to any Action to the extent that it relates to the procedures used by the City to introduce and adopt the Redevelopment Plan Ordinance.

B. In the event any Action is begun or made as a result of which the City may become obligated to one or more of the Developer's Indemnified Parties hereunder, any one of the Developer's Indemnified Parties shall give prompt notice to the City of the occurrence of such event. After receipt of such notice, the City may elect to defend, contest or otherwise protect the Developer's Indemnified Parties against any such Action, at the cost and expense of the City, utilizing counsel subject to the reasonable approval of Developer. The Developer's Indemnified Parties shall assist, at City's sole discretion, in the defense thereof. In the event that the City shall fail timely to defend, contest or otherwise protect any of the Developer's Indemnified Parties against such Action, the Developer's Indemnified Parties shall have the right to do so, and, if such defense is undertaken by the Developer's Indemnified Parties after notice to the City asserting the City's failure to timely defend, contest or otherwise protect against such Action, the cost of such defense shall be at the expense of the City.

C. Any one of the Developer's Indemnified Parties shall submit to the City any settlement proposal that the Developer's Indemnified Parties shall receive which may only be accepted with the approval of the City. The City shall be liable for the payment of any amounts paid in settlement of any Action to the extent that and only with respect to any part the City expressly assumes in writing as part of such settlement. Neither the City nor the Developer's Indemnified Parties will unreasonably withhold its consent to a proposed settlement.

D. The right to indemnification set forth in this Agreement shall survive the termination of this Agreement.

Section 7.3. Insurance.

A. Prior to the commencement of construction of any portion of the Work, the Developer shall obtain or shall require that its contractors obtain workers' compensation, comprehensive public liability and builder's risk insurance coverage in amounts customary in the industry for similar type projects. The Developer shall require that such insurance be maintained by any of its contractors for the duration of the construction of such portion of the Work.

B. As used in this Section, "**Replacement Value**" means an amount sufficient to prevent the application of any co-insurance contribution on any loss but in no event less than **100%** of the actual replacement cost of the improvements in the Project, including additional administrative or managerial costs that may be incurred to effect the repairs or reconstruction, but excluding costs of excavation, foundation and footings. Replacement Value shall be determined at least every year after the completion date of the Project by an appraisal, a report from an Insurance Consultant, or if the policy is on a blanket form, such other means as is reasonably acceptable to the Insurance Consultant. If an appraisal or report is conducted, a copy of such appraisal or report shall be furnished to the Trustee, if any, and the City.

C. While any Obligations are outstanding, the Developer shall keep the Project continuously insured with property insurance for full Replacement Value, with such deductible provisions as are customary in connection with the operation of facilities of the type and size comparable to the Project.

D. The City does not represent in any way that the insurance specified herein, whether in scope, overall coverage or limits of coverage, is sufficient to protect the business or interests of the Developer.

E. All such policies, or a certificate or certificates of the insurers that such insurance is in full force and effect, shall be provided to the City and the Trustee and, prior to expiration of any such policy, the Developer shall furnish the City and the Trustee with satisfactory evidence that such policy has been renewed or replaced or is no longer required by this Agreement; provided, however, the insurance so required may be provided by blanket policies now or hereafter maintained by the Developer if the Developer provides the City and the Trustee with a certificate from an Insurance Consultant to the effect that such coverage is substantially the same as that provided by individual policies. All policies evidencing such insurance required to be obtained under the terms of this Agreement shall provide for thirty (30) days prior written notice to the Developer, the Trustee and the City of any cancellation (other than for nonpayment of premium), reduction in amount or material change in coverage.

F. In the event the Developer shall fail to maintain, or cause to be maintained, the full insurance coverage required by this Agreement, the Trustee shall promptly notify the City of such event and the City or the Trustee may (but shall be under no obligation to) contract for the required policies of insurance and pay the premiums on the same; and the Developer agrees to reimburse the City or the Trustee to the extent of the amounts so advanced, with interest thereon at the Default Rate. Notwithstanding the foregoing, if the City shall advance to the Trustee the amounts necessary to contract for such insurance the Trustee shall promptly cause such insurance to be maintained or restored.

G. All policies of insurance required by this Section shall become utilized as required by this Agreement.

Section 7.4. Obligation to Restore.

A. Restoration of Developer Private Improvements by Developer. The Developer hereby agrees that if any portion of the Developer Private Improvements shall be damaged or destroyed, in whole or in part, by fire or other casualty (whether or not covered by insurance), the Developer shall promptly restore, replace or rebuild the same, or shall promptly cause the same to be restored, replaced or rebuilt, to as nearly as possible the value, quality and condition it was in immediately prior to such fire or other casualty or taking, with such alterations or changes as may be approved in writing by the City, which approval shall not be unreasonably withheld. The Developer agrees that it shall use Best Efforts to include in any documents for Developer private financing a requirement that, in the event insurance covering fire or other casualty results in payment of insurance proceeds to a Lender, the Lender shall be obligated to restore the Project improvements in accordance with this Section. The Developer shall give prompt written notice to the City of any damages or destruction to any of the Project improvements owned by it by fire or other casualty, irrespective of the amount of such damage or destruction, but in such circumstances the Developer shall make the property safe and in compliance with all applicable laws as provided herein.

B. Restoration of Developer Private Improvements by Third Parties. The Developer further agrees that each contract, lease or sublease relating to the development, ownership or use of any portion of the Project not owned or controlled by the Developer shall include a provision to the effect that if any portion of the Project controlled by such owner, lessee or sublessee shall be damaged or destroyed, in whole or in part, by fire or other casualty (whether or not covered by insurance), or by any taking in condemnation proceedings or the exercise of any right of eminent domain, such owner, lessee or sublessee shall promptly restore, replace or rebuild the same (or shall promptly cause the same to be restored, replaced or rebuilt) to as nearly as possible the value, quality and condition it was in immediately prior to such fire or other casualty or taking, with such alterations or changes as may be approved in writing by the Developer and the City, which approval shall not be unreasonably withheld. The Developer agrees that each contract, lease or sublease relating to the development, ownership or use of any portion of the Project shall include a requirement that, in the event insurance covering fire or other casualty results in payment of insurance proceeds to a Lender, the Lender shall be obligated to restore the Project improvements in accordance with this Section. Each owner, lessee or sublessee shall also be required to give prompt written notice to the Developer and the City of any damages or destruction to any of the Project improvements owned by such person by fire or other casualty, irrespective of the amount of such damage or destruction.

C. Enforcement. The restrictions set forth in this Section are for the benefit of the City and may be enforced by the City by a suit for specific performance or for damages, or both.

Section 7.5. Notice of Restoration after Casualty. The Developer hereby agrees that if any portion of the Developer Private Improvements shall be damaged or destroyed, in whole or in part, by fire or other casualty (whether or not covered by insurance), or by any taking in condemnation proceedings or the exercise of any right of eminent domain, the Developer shall, within one-hundred eighty (180) days, provide notice to the City to explain whether Developer will restore, replace or rebuild the same, or cause the same to be restored, replaced or rebuilt to the value, quality and condition it was in immediately prior to such fire or other casualty or taking, along with a description of any alterations or changes planned by Developer.

Section 7.6. Assignment of Developer's Obligations.

A. This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

B. The Developer shall not assign any of its rights hereunder nor shall it permit any of its officers, directors or shareholders to assign or to dispose of any interest in the Developer without the prior written consent of the City.

C. Notwithstanding the foregoing, the Developer may, upon written notice to the City and without obtaining the consent of the City, delegate or assign to a Lender the right to receive payments from TIF Revenues or the proceeds of Obligations for Reimbursable Project Costs, and the City shall accept the exercise of such right by a Lender or its designee with the same force and effect as if exercised by Developer.

D. Notwithstanding the foregoing, the Developer may, upon written notice to the City and without obtaining the consent of the City, assign all of its rights hereunder to an entity created specifically for the purpose of owning, developing and operating the Redevelopment Project and in which the Developer or its shareholders own or control, for the duration of the Redevelopment Plan and this Agreement, not less than fifty-one percent (51%) of the total ownership interests (“Assignee”). Provided, however, such assignment shall not be effective unless such assignment is accompanied by:

1. A binding commitment from a Lender or other financial institution to provide Assignee with the financing necessary to assemble the Property and construct the Redevelopment Project;
2. A fully executed agreement between the Developer and the Assignee, acceptable in form and substance to the City prior to such execution, pursuant to which Assignee assumes all of the Developer’s obligations hereunder; and
3. All of the documents required by Section 2.3 with respect to Assignee.

E. Notwithstanding any other provision in this Section to the contrary, the City hereby approves the right of the Developer to encumber or collaterally assign its interest in this Agreement, the Property or any portion thereof to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Redevelopment Project Costs, provided that the loan documents contain language approved by the City Attorney or the City’s special legal counsel which

1. provides that no costs will be incurred by the City to assist or deal with any matters related to implementation of the Redevelopment Plan or this Agreement upon foreclosure of the Property, or any portion thereof, by the Lender, and that the Lender will fund all such costs incurred by the City in such matters, and
2. the Developer’s status as the developer of record under the Redevelopment Plan and this Agreement shall terminate upon foreclosure by the Lender, the City may designate a new Developer of record under the Redevelopment Plan and this Agreement, and until such designation has occurred the City shall not certify for reimbursement any additional Reimbursable Project Costs, including any pending requests for certification submitted by any party which have not yet been acted upon by the City.

Any encumbrance or collateral assignment for the benefit of any Lender may include the right of the holder of any such encumbrance or collateral assignment to transfer such interest by foreclosure or transfer in lieu of foreclosure, provided that the rights of Developer as the original Developer have been terminated as set forth in this paragraph and the original Developer under this Agreement has no outstanding claims against the City. Developer shall timely pay all outstanding loans associated with financing for the Project and shall not allow any fee simple interest in the Property to transfer to a Lender or third party pursuant to a mortgage or collateral assignment as authorized by this Section.

Section 7.7. Sale of Property in the Redevelopment Area.

A. City approval of transferees. No sale, transfer or other conveyance of any fee interest in the Property in the Redevelopment Area may be made without the prior written consent of the City, which shall not be unreasonably withheld. This restriction shall not apply to easements granted on the Property and leases of the Property.

B. Transferee Agreement. The City shall be notified by Developer in writing of the proposed sale of property in the Redevelopment Area prior to the proposed effective date of the sale, along with a copy of the instrument affecting such sale. For each proposed transferee, Developer's written notice shall be accompanied by an executed Transferee Agreement that is in substantial compliance, as determined by the City, with the form set forth in **Exhibit J**. Within **20** calendar days following receipt of the notice, accompanying documentation and the executed Transferee Agreement, the City shall countersign and accept the Transferee Agreement if such agreement conforms to the requirements of this Agreement and the form set forth in **Exhibit J**. Upon execution of a Transferee Agreement between the City and a transferee, the Developer shall be released from its obligations in this Agreement relating to the transferred property in accordance with the terms of the Transferee Agreement.

C. Restriction on transfer to tax-exempt entities. No sale, transfer or other conveyance of any property in the Redevelopment Area may be made to an entity that may claim exemption, or is exempt, from real property taxes for all or part of the property in the Redevelopment Area (a "**Restricted Entity**") for the earlier of (i) twenty three (23) years or (ii) termination of this Agreement (the "**Restricted Period**") without the prior written approval of the City. In the event that Developer seeks to transfer any property in the Redevelopment Area to a Restricted Entity during the Restricted Period, such transfer may only occur upon the prior written approval of the City, which approval shall not be unreasonably withheld, and upon the prior execution of a separate agreement between the purchasing Restricted Entity and the City which provides for the annual payment of an amount equal to Payments in Lieu of Taxes which otherwise would have been paid in regard to such property by such Restricted Entity for each of the years remaining in the Restricted Period. This requirement shall be a covenant running with the land and shall be enforceable for such period as if such purchaser, transferee or possessor thereof were originally a party to and bound by this Agreement.

Section 7.8. Mutual Assistance. The City and the Developer agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

Section 7.9. Time of Essence. Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Section 7.10. Amendments. This Agreement may be amended only by the mutual consent of the Parties, by the adoption of an ordinance of the City approving said amendment, as provided by law, and by the execution of said amendment by the Parties or their successors in interest, provided that the definition of Surplus Payments In Lieu of Taxes and Sections 5.5 and 5.9 shall not be modified or amended in a manner that would adversely impact the distribution of Surplus Payments in Lieu of Taxes as contemplated upon the execution of this Agreement without the prior written consent of the Taxing Districts.

ARTICLE VIII. DEFAULTS AND REMEDIES

Section 8.1. Developer Event of Default. Subject to Section 8.5, a “**Developer Event of Default**” means a default in the performance of any obligation or breach of any covenant or agreement of the Developer in this Agreement (other than a covenant or agreement, a default in the performance or breach of which is specifically dealt with elsewhere in this Section), and continuance of such default or breach for a period of thirty (30) days after City has delivered to Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and the Developer is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the Developer shall immediately upon receipt of such notice diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch.

Section 8.2. City Event of Default. Subject to Section 8.5, a “**City Event of Default**” means default in the performance of any obligation or breach of any other covenant or agreement of the City in this Agreement (other than a covenant or agreement, a default in the performance or breach of which is specifically dealt with elsewhere in this Agreement), and continuance of such default or breach for a period of thirty (30) days after there has been given to the City by the Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and the City is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the City shall immediately upon receipt of such notice diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch.

Section 8.3. Remedies Upon a Developer Event of Default.

A. Upon the occurrence and continuance of a Developer Event of Default, the City shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

1. The City shall have the right to terminate and remove the Developer as the developer of record under the Redevelopment Plan Ordinance and the Redevelopment Plan and/or terminate this Agreement or terminate the Developer’s rights under this Agreement.

2. The City may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the Developer as set forth in this Agreement, to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the City resulting from such Developer Event of Default. Provided, however, that the Parties agree that certain obligations of the Developer are dependent on the willingness of retailers to locate within the Redevelopment Area.

B. Upon termination of this Agreement as provided in this Section, the City shall have no obligation to (i) reimburse the Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer or (ii) make any payments with respect to Obligations held by the Developer or any assignee of the Developer, and such Obligations shall be deemed null, void and cancelled.

C. If the City has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason,

or has been determined adversely to the City, then and in every case the City and the Developer shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the City shall continue as though no such proceeding had been instituted.

D. The exercise by the City of any one remedy shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the City shall apply to obligations beyond those expressly waived.

E. Any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section shall not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the City of any specific default by the Developer shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

Section 8.4. Remedies Upon a City Event of Default.

A. Upon the occurrence and continuance of a City Event of Default, the Developer shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

1. The Developer shall have the right to terminate the Developer's obligations under this Agreement;

2. The Developer may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the City as set forth in this Agreement, to enforce or preserve any other rights or interests of the Developer under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the Developer resulting from such City Event of Default.

B. If the Developer has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Developer, then and in every case the Developer and the City shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the Developer shall continue as though no such proceeding had been instituted.

C. The exercise by the Developer of any one remedy shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the Developer shall apply to obligations beyond those expressly waived.

D. Any delay by the Developer in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph shall not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the Developer of any specific default by the City shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

Section 8.5. Excusable Delay. The parties understand and agree that neither the City nor the Developer shall be deemed to be in default of this Agreement because of an Excusable Delay.

Section 8.6. Termination by Developer. Developer may, by written notice to the City, terminate Developer's obligations hereunder with respect to the Project upon the occurrence of any of the following within the following time periods:

A. At any time, if the Developer determines, in its sole discretion, that the Redevelopment Plan is no longer economically feasible.

B. At any time prior to the commencement of construction, if the Developer is unable to secure, to its sole satisfaction, any Governmental Approvals with respect to all or any portion of the Redevelopment Plan as the Developer deems necessary.

C. At any time prior to the delivery of the Certificate of Substantial Completion, if the Developer determines, in its sole discretion, that the Developer is unable or will be unable to secure leases or other necessary agreements, in form and content satisfactory to the Developer, in its sole discretion, with satisfactory tenants or users of the Project.

D. At any time, litigation or any other proceeding is filed or initiated challenging the validity of or seeking to overturn the approval of the Redevelopment Plan, the Redevelopment Project, the Obligations, the Project Ordinance, the Redevelopment Plan Ordinance or this Agreement.

Notwithstanding any termination by the Developer, such termination shall not affect the City's obligation to reimburse the Developer for or to pay the principal amount of any Reimbursable Project Costs certified by the City prior to the date of the Developer's termination notice, to the extent that revenues are then available in the Special Allocation Fund on the date of such termination and are available for disbursement in accordance with this Agreement for such reimbursement, but such termination shall immediately terminate the City's obligation to pay any interest, as set forth in this Agreement, on Reimbursable Project Costs that have previously been certified by the City. In no event will the City be obligated to reimburse Developer from any source of funds other than revenues available in the Special Allocation Fund or Bond Proceeds. If the termination pursuant to this Section 8.6 occurs prior to the submission of the Certificate of Substantial Completion applicable to the first Redevelopment Project, the City may immediately repeal the Project Ordinance and terminate the collection of TIF Revenues in the Redevelopment Project Area.

ARTICLE IX. GENERAL PROVISIONS

Section 9.1. Term. Unless earlier terminated as provided herein, this Agreement shall remain in full force and effect so long as tax increment allocation financing shall apply to any portion of the Redevelopment Project and at the dissolution of the Redevelopment Area this Agreement shall terminate and become null and void.

Section 9.2. Conflict of Interest. No member of the City's governing body or of any branch of the City's government that has any power of review or approval of any of the Developer's undertakings shall participate in any decisions relating thereto which affect such person's personal interests or the interests of any corporation or partnership in which such person is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the City the nature of such interest and seek a determination with respect to such interest by the City and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

Section 9.3. Nondiscrimination. The Developer agrees that, as an independent covenant running with the land, there shall be no discrimination upon the basis of race, creed, color, national origin,

sex, age, marital status, or physical handicap in the sale, lease, rental, occupancy or use of any of the facilities under its control in the Developer Private Improvements.

Section 9.4. Inspections and Audits. Developer shall, upon reasonable advance notice, allow the City and the City's agents (including the City Engineer) access to the Projects from time to time for reasonable inspection of the Projects, including the Public Improvements and Developer Private Improvements. The City shall have the right at its own cost and expense to audit (either through employees of the City or a firm engaged by the City) the books and records of the Developer relating to the payment of Reimbursable Project Costs.

Section 9.5. Required Disclosures. The Developer shall immediately notify the City of the occurrence of any material event which would cause any of the information furnished to the City by the Developer in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

Section 9.6. Actions Contesting the Redevelopment Plan. At any time after approval of the Redevelopment Plan Ordinance and during the effective period of this Agreement, if a third party brings an action against the City or the City's officials, agents, employees or representatives contesting the validity or legality of the Redevelopment Area, the Project, a Redevelopment Project, the Redevelopment Plan, the Redevelopment Plan Ordinance and the findings therein, the Project Ordinance, the Obligations, or the Ordinance approving this Agreement, the Developer may, at its option, assume the defense of such claim or action with counsel of the Developer's choosing and pay the costs and attorney's fees of such counsel, but the Developer may not settle or compromise any claim or action for which the Developer has assumed the defense without the prior approval of the City. If the City does not approve a settlement or compromise which the Developer would agree to, the Developer shall not be responsible for any costs or expenses incurred thereafter in the defense of such claim or action. The Parties expressly agree that so long as no conflicts of interest exist between them with regard to the handling of such litigation, the same attorney or attorneys may simultaneously represent the City and the Developer in any such proceeding; provided, the Developer and its counsel shall consult with the City throughout the course of any such action and the Developer shall pay all reasonable and necessary costs incurred by the City in connection with such action. All cost of any such defense, whether incurred by the City or the Developer, shall be deemed to be Reimbursable Project Costs and reimbursable from any amounts in the Special Allocation Fund or from the proceeds of Obligations, and such reimbursable litigation costs shall be in addition to the Reimbursable Project Costs set forth in the Project Budget.

Section 9.7. Authorized Parties.

A. Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the City or the Developer is required, or the City or the Developer is required to agree or to take some action at the request of the other Party, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the City Administrator and for the Developer by any officer of Developer so authorized; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party shall have any complaint against the other as a result of any such action taken. The City Administrator may seek the advice, consent or approval of the Board of Aldermen before providing any supplemental agreement, request, demand, approval, notice or consent for the City pursuant to this Section.

B. Any action that is required by this Agreement to be performed by the City within a specified time period shall be extended for such additional reasonable time as may be necessary for the City to act or provide a response, as the case may be, in order to account for holidays, weekends, work

stoppages, regular meeting schedules, meeting agendas, agenda management, delays or continuances of meetings and City staff availability. The City shall, within the time period specified in this Agreement, provide notice to Developer of such additional time needed to respond.

Section 9.8. No Other Agreement. The Parties agree that, as required by the TIF Act, the Plan contains estimated Redevelopment Project Costs, the anticipated sources of funds to pay for Redevelopment Project Costs, the anticipated type and term of the sources of funds to pay Reimbursable Project Costs, and the general land uses that apply to the Redevelopment Area. The Parties further agree that the Plan will be implemented as agreed in this Agreement. This Agreement specifies the rights, duties and obligations of the City and Developer with respect to constructing the Project, the payment of Redevelopment Project Costs, Reimbursable Project Costs, Financing Costs, payments from the Special Allocation Fund, and all other methods of implementing this Plan. The Parties further agree that this Agreement contains provisions that are in greater detail than as set forth in this Plan and that expand upon the estimated and anticipated sources and uses of funds to implement the Redevelopment Plan. Nothing in this Agreement shall be deemed an amendment of the Redevelopment Plan. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties. In the event of a conflict between this Agreement and the Preliminary Funding Agreement, the Redevelopment Plan Ordinance, the Construction Plans, the Site Plan, the Redevelopment Plan or any other document pertaining to the Project, this Agreement shall control.

Section 9.9. Severability. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

Section 9.10. Missouri Law. This Agreement shall be construed in accordance with the laws of the State of Missouri.

Section 9.11. Notices. All notices and requests required pursuant to this Agreement shall be sent as follows:

To the City:

City Administrator
City of Osage Beach
Osage Beach City Hall
1000 City Parkway
Osage Beach, MO 65065

With a copy to:

David Bushek
Gilmore & Bell, P.C.
Suite 1100
2405 Grand Blvd.
Kansas City, Missouri 64108

To the Developer:

Arrowhead Development Group, LLC
1252 State Road KK
Osage Beach, MO 65065
Attn: Gary Mitchell

With a copy to:

William B. Moore
White Goss, P.C.
4510 Belleview Avenue, Suite 300
Kansas City, MO 64111

And a copy to:

City Attorney
 City of Osage Beach
 Osage Beach City Hall
 1000 City Parkway
 Osage Beach, MO 65065

or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

Section 9.12. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 9.13. Recordation of Agreement. The Parties agree to execute and deliver the original of this Agreement in proper form for recording and/or indexing in the appropriate land or governmental records. This Agreement shall be recorded by the Developer, and proof of recording shall be provided to the City.

Section 9.14. Consent or Approval. Except as otherwise provided in this Agreement, whenever the consent, approval or acceptance of either Party is required hereunder, such consent, approval or acceptance shall not be unreasonably withheld or unduly delayed.

Section 9.15. Tax Implications. The Developer acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer is relying solely upon its own tax advisors in this regard.

Section 9.16. Discretionary City Waivers. The City may temporarily or irrevocably waive any requirement of this Agreement that imposes requirements on the Developer, any Tenant or any taxpayer, related to the payment, collection, administration or guaranty of Economic Activity Taxes or Payments in Lieu of Taxes, to the extent the City determines in its sole discretion that the waiver is necessary or appropriate (1) in order to facilitate a tax-exempt financing or (2) upon the request by Developer to achieve relief from a particular requirement in order to finalize the lease or sale of property for a specific Tenant or to retain a specific Tenant in the Redevelopment Area. The City shall evidence such waiver by providing to the Developer written notice specifically listing any requirements waived by the City, the duration of the waiver, and any additional terms and conditions of the waiver, and this Agreement shall be deemed to have been amended to waive the provision if for a temporary period of time or delete the waived provisions, as provided therein.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF OSAGE BEACH, MISSOURI

By: _____
Penny Lyons, Mayor

(SEAL)

ATTEST:

Diann Warner, City Clerk

Notary for City of Osage Beach

STATE OF MISSOURI)
) ss.
COUNTY OF CAMDEN)

BE IT REMEMBERED, that on this ____ day of February, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Penny Lyons, Mayor of the City of Osage Beach, Missouri, a city duly incorporated and existing under and by virtue of the laws of the State of Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such person duly acknowledged the execution of the same to be the free act and deed of said City.

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

NOTARY PUBLIC

My Commission Expires:

[SEAL]

ARROWHEAD DEVELOPMENT GROUP, LLC

By: _____

Name: _____

Title: _____

Notary for Arrowhead Development Group, LLC

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

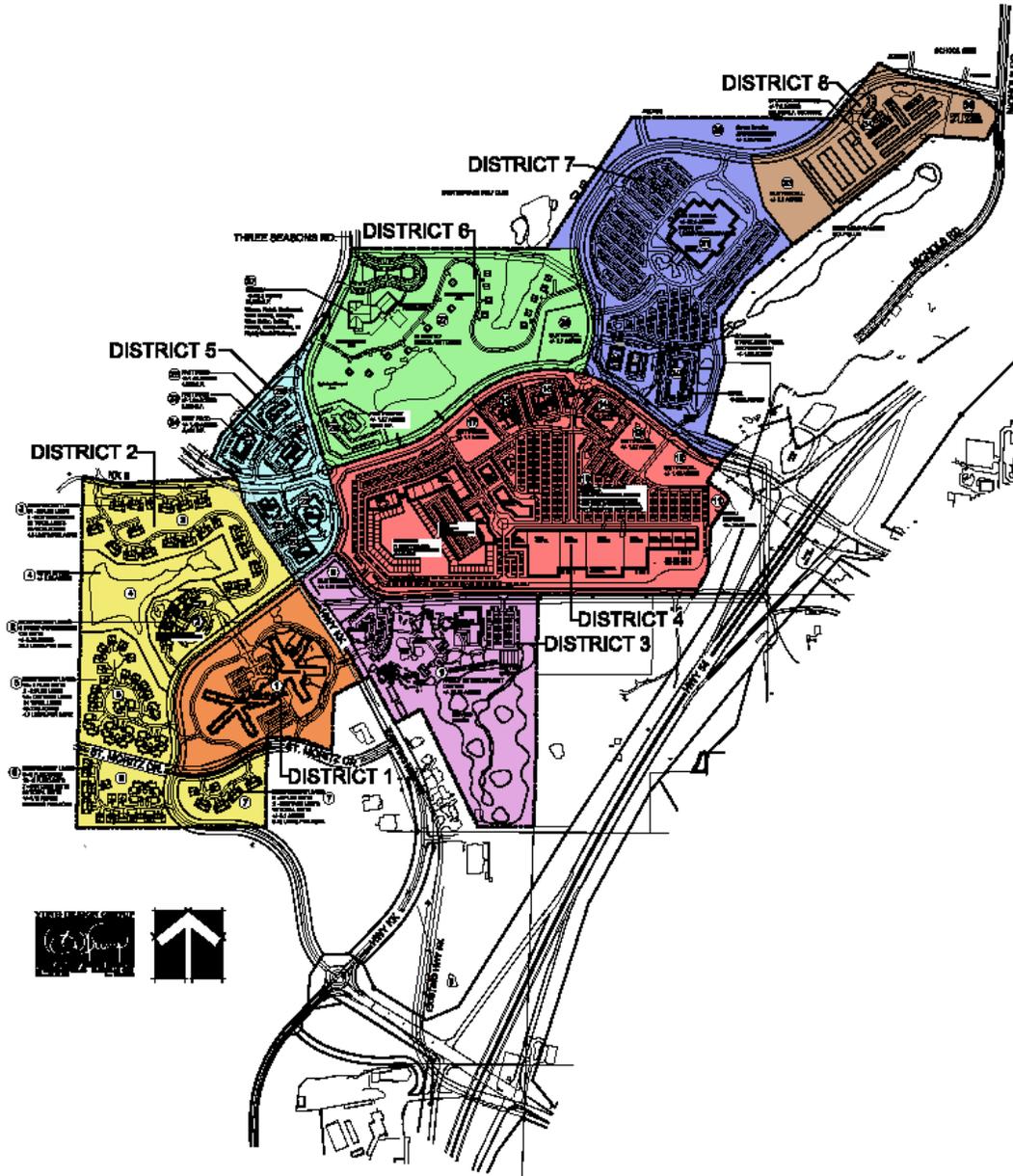
BE IT REMEMBERED, that on this _____ day of February, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, _____ of Arrowhead Development Group, LLC, a Missouri limited liability company, who is personally known to me to be the same person who executed the within instrument on behalf of Arrowhead Development Group, LLC, and such person duly acknowledged the execution of the same to be the free act and deed of Arrowhead Development Group, LLC.

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

NOTARY PUBLIC

My Commission Expires:

[SEAL]



REDEVELOPMENT DISTRICT MAP
ARROWHEAD CENTRE
DATE: FEB. 24, 2015

ARROWHEAD CENTRE TIF BOUNDARY

All of Tracts A, B, C and D and Lots 13 and 14 of DOGWOOD ESTATES NO. 1, as per the recorded plat thereof, official records of Camden County, Missouri, and a portion of the South Half of Section 9 and a portion of the North Half of Section 16, both in Township 39 North, Range 16 West of the 5th Principal Meridian, Camden County, Missouri, described as follows:

Beginning at an iron bar marking the Southeast corner of the Northwest Quarter of said Section 16; thence South $89^{\circ}53'12''$ West along the south line thereof a distance of 312.43 feet; thence North $25^{\circ}51'31''$ West a distance of 743.08 feet; thence South $61^{\circ}24'29''$ West a distance of 167.99 feet to the easterly right-of-way line of Missouri State Highway "KK"; thence North $28^{\circ}22'48''$ West along said right-of-way line a distance of 302.24 feet; thence South $63^{\circ}19'49''$ West a distance of 229.94 feet; thence South $2^{\circ}17'49''$ West a distance of 318.96 feet to a point on the northerly right-of-way line of a county road, said point being on a segment of a non-tangent curve from which the radius point bears North $10^{\circ}21'13''$ East a radial distance of 218.84 feet; thence Westerly along said northerly right-of-way line the following five (5) courses: (1) Northwesterly along said curve a distance of 50.53 feet, a chord bearing of North $73^{\circ}01'54''$ West and a chord distance of 50.42 feet; thence (2) North $66^{\circ}25'11''$ West a distance of 64.99 feet to the beginning of a curve concave to the south having a radius of 378.25 feet; thence (3) Westerly along said curve a distance of 125.43 feet, a chord bearing of North $75^{\circ}55'11''$ West and a chord distance of 124.86 feet; thence (4) North $85^{\circ}25'11''$ West a distance of 88.40 feet to the beginning of a curve concave to the south having a radius of 183.78 feet; thence (5) Westerly along said curve a distance of 53.86 feet, a chord bearing of South $86^{\circ}11'02''$ West and a chord distance of 53.67 feet; thence South $0^{\circ}11'49''$ West a distance of 508.34 feet; thence South $89^{\circ}51'49''$ West a distance of 1,081.10 feet; thence North $1^{\circ}00'59''$ East a distance of 659.99 feet; thence North $0^{\circ}59'53''$ East along the west line of Section 16 a distance of 1,334.32 feet to the south right-of-way line of a county road; thence South $79^{\circ}20'00''$ East along said south right-of-way line a distance of 206.59 feet; thence North $87^{\circ}30'00''$ East along said south right-of-way line a distance of 676.68 feet to a point on the easterly right-of-way line of Missouri State Highway "KK", said point being on a segment of a non-tangent curve from which the radius point bears South $40^{\circ}59'51''$ West a radial distance of 555.87 feet; thence Northwesterly along said right-of-way line and curve a distance of 67.12 feet, a chord bearing of North $52^{\circ}27'41''$ West and a chord distance of 67.08 feet; thence North $55^{\circ}55'14''$ West along said right-of-way line a distance of 116.60 feet to the easterly right-of-way line of Three Seasons Road; thence Northerly along said right-of-way line the following six (6) courses: (1) North $23^{\circ}23'53''$ East a distance of 147.30 feet; thence (2) North $42^{\circ}50'53''$ East a distance of 432.78 feet; thence (3) North $42^{\circ}59'53''$ East a distance of 261.45 feet to the beginning of a curve concave to the northwest having a radius of 843.51 feet; thence (4) Northeasterly along said curve a distance of 255.22 feet, a chord bearing of North $34^{\circ}19'52''$ East and a chord distance of 254.25 feet; thence (5) North $25^{\circ}39'53''$ East a distance of 203.33 feet to the beginning of a curve concave to the

west having a radius of 406.97 feet; thence (6) Northerly along said curve a distance of 168.74 feet, a chord bearing of North $13^{\circ}47'14''$ East and a chord distance of 167.54 feet; thence South $89^{\circ}50'29''$ East a distance of 1,105.41 feet; thence North $33^{\circ}27'08''$ East a distance of 895.29 feet; thence South $89^{\circ}43'34''$ East a distance of 1,154.10 feet; thence North $38^{\circ}50'45''$ East a distance of 405.13 feet to the centerline of a county road; thence Southeasterly along said centerline the following five (5) courses: (1) South $61^{\circ}06'59''$ East a distance of 73.10 feet; thence (2) South $67^{\circ}36'59''$ East a distance of 120.00 feet; thence (3) South $81^{\circ}32'59''$ East a distance of 189.40 feet; thence (4) South $72^{\circ}32'59''$ East a distance of 203.60 feet; thence (5) South $49^{\circ}32'56''$ East a distance of 174.30 feet; thence leaving said centerline, South $26^{\circ}55'20''$ West a distance of 172.65 feet; thence North $85^{\circ}31'47''$ West a distance of 321.53 feet; thence South $46^{\circ}06'28''$ West a distance of 182.91 feet; thence South $52^{\circ}44'08''$ West a distance of 899.58 feet; thence South $49^{\circ}39'29''$ West a distance of 265.71 feet; thence South $35^{\circ}04'55''$ West a distance of 242.56 feet; thence South $4^{\circ}07'49''$ East a distance of 249.75 feet; thence South $14^{\circ}34'00''$ West a distance of 417.62 feet; thence South $67^{\circ}46'00''$ East a distance of 182.74 feet to a point on the westerly right-of-way line of U.S. Highway 54, said point being on a segment of a non-tangent curve from which the radius point bears South $39^{\circ}40'34''$ East a radial distance of 457.46 feet; thence Southwesterly along said right-of-way line the following seven (7) courses: (1) Southwesterly along said curve a distance of 124.21 feet, a chord bearing of South $42^{\circ}32'45''$ West and a chord distance of 123.82 feet; thence (2) South $34^{\circ}46'03''$ West a distance of 136.08 feet; thence (3) South $54^{\circ}34'25''$ East a distance of 131.76 feet; thence (4) South $31^{\circ}27'36''$ East a distance of 31.53 feet; thence (5) South $33^{\circ}35'48''$ West a distance of 188.05 feet; thence (6) South $4^{\circ}02'35''$ West a distance of 251.02 feet; thence (7) South $29^{\circ}35'47''$ West a distance of 155.57 feet; thence leaving said right-of-way line, North $89^{\circ}56'39''$ West a distance of 891.93 feet; thence South $1^{\circ}02'25''$ West a distance of 449.65 feet; thence South $0^{\circ}13'48''$ West a distance of 425.84 feet; thence South $1^{\circ}53'58''$ West a distance of 441.18 feet; thence South $89^{\circ}53'12''$ West a distance of 4.86 feet to the POINT OF BEGINNING.

The above described parcel contains 226.31 acres and is subject to any easements or restrictions of record.

**ARROWHEAD CENTRE
DISTRICT 1 BOUNDARY**

A portion of the Northwest Quarter of Section 16, Township 39 North, Range 16 West of the 5th Principal Meridian, Camden County, Missouri, described as follows:

Commencing at an iron bar marking the Southeast corner of the Northwest Quarter of said Section 16; thence South $89^{\circ}53'12''$ West along the south line thereof a distance of 1,145.79 feet; thence North $00^{\circ}01'20''$ West a distance of 433.93 feet to the Point of Beginning, said point being on the proposed Arrowhead Centre TIF Boundary and the northerly right-of-way line of a county road and on a segment of a non-tangent curve from which the radius point bears North $10^{\circ}21'13''$ East a radial distance of 218.84 feet; thence Northwesterly and Southerly along said TIF Boundary and right-of-way line the following five (5) courses: (1) Northwesterly along said curve a distance of 50.53 feet, a chord bearing of North $73^{\circ}01'54''$ West and a chord distance of 50.42 feet; thence (2) North $66^{\circ}25'11''$ West a distance of 64.99 feet to the beginning of a curve concave to the south having a radius of 378.25 feet; thence (3) Westerly along said curve a distance of 125.43 feet, a chord bearing of North $75^{\circ}55'11''$ West and a chord distance of 124.86 feet; thence (4) North $85^{\circ}25'11''$ West a distance of 88.40 feet to the beginning of a curve concave to the south having a radius of 183.78 feet; thence (5) Westerly along said curve a distance of 53.86 feet, a chord bearing of South $86^{\circ}11'02''$ West and a chord distance of 53.67 feet; thence leaving said right-of-way line, South $0^{\circ}11'49''$ West a distance of 59.03 feet to a point on the centerline of said county road, said point being on a segment of a non-tangent curve from which the radius point bears South $13^{\circ}45'49''$ East a radial distance of 400.00 feet; thence leaving said TIF Boundary, Southwesterly along said county road centerline the following three (3) courses: (1) Westerly along said curve a distance of 131.43 feet, a chord bearing of South $66^{\circ}49'24''$ West and a chord distance of 130.84 feet; thence (2) South $57^{\circ}24'37''$ West a distance of 68.09 feet to the beginning of a curve concave to the north having a radius of 440.00 feet; thence (3) Westerly along said curve a distance of 363.82 feet, a chord bearing of South $81^{\circ}05'54''$ West and a chord distance of 353.54 feet to the centerline of a proposed road; thence Northerly along said proposed road centerline the following five (5) courses: (1) North $14^{\circ}45'42''$ East a distance of 69.66 feet to the beginning of a curve concave to the west having a radius of 300.00 feet; thence (2) Northerly along said curve a distance of 124.59 feet, a chord bearing of North $2^{\circ}51'51''$ East a chord distance of 123.70 feet; thence (3) North $9^{\circ}02'00''$ West a distance of 148.12 feet to the beginning of a curve concave to the southeast having a radius of 350.00 feet; thence (4) Northeasterly along said curve a distance of 381.53 feet, a chord bearing of North $22^{\circ}11'44''$ East and a chord distance of 362.92 feet; thence (5) North $53^{\circ}25'28''$ East a distance of 717.43 feet to the baseline of Missouri State Highway "KK"; thence along said baseline the following three (3) courses: (1) South $33^{\circ}46'22''$ East a distance of 387.99 feet to the beginning of a curve concave to the southwest having a radius of 2,500.00 feet; thence (2) Southeasterly along said curve a distance of 248.00 feet, a chord bearing of South $30^{\circ}55'51''$ East and a chord distance of 247.90 feet; thence (3) South $28^{\circ}05'20''$ East a distance of 41.04 feet to a point on the TIF Boundary; thence South $63^{\circ}19'49''$ West along said TIF Boundary a distance of 185.61 feet; thence South $2^{\circ}17'49''$ West along said TIF Boundary a distance of 318.96 feet to the POINT OF BEGINNING.

The above described parcel contains 16.43 acres and is subject to any easements or restrictions of record.

**ARROWHEAD CENTRE
DISTRICT 2 BOUNDARY**

A portion of the Northwest Quarter of Section 16, Township 39 North, Range 16 West of the 5th Principal Meridian, Camden County, Missouri, described as follows:

Commencing at an iron bar marking the Southeast corner of the Northwest Quarter of said Section 16; thence South $89^{\circ}53'12''$ West along the south line thereof a distance of 1,145.79 feet; thence North $00^{\circ}01'20''$ West a distance of 433.93 feet to the Point of Beginning, said point being on the proposed Arrowhead Centre TIF Boundary and the northerly right-of-way line of a county road and on a segment of a non-tangent curve from which the radius point bears North $10^{\circ}21'13''$ East a radial distance of 218.84 feet; thence Northwesterly and Southerly along said TIF Boundary and right-of-way line the following five (5) courses: (1) Northwesterly along said curve a distance of 50.53 feet, a chord bearing of North $73^{\circ}01'54''$ West and a chord distance of 50.42 feet; thence (2) North $66^{\circ}25'11''$ West a distance of 64.99 feet to the beginning of a curve concave to the south having a radius of 378.25 feet; thence (3) Westerly along said curve a distance of 125.43 feet, a chord bearing of North $75^{\circ}55'11''$ West and a chord distance of 124.86 feet; thence (4) North $85^{\circ}25'11''$ West a distance of 88.40 feet to the beginning of a curve concave to the south having a radius of 183.78 feet; thence (5) Westerly along said curve a distance of 53.86 feet, a chord bearing of South $86^{\circ}11'02''$ West and a chord distance of 53.67 feet; thence leaving said right-of-way line, South $0^{\circ}11'49''$ West a distance of 59.03 feet to the Point of Beginning, said point being on said TIF Boundary; thence Southerly, Westerly, Northerly and Easterly along said TIF Boundary the following six (6) courses: (1) South $0^{\circ}11'49''$ West a distance of 449.31 feet; thence (2) South $89^{\circ}51'49''$ West a distance of 1,081.10 feet to the west line of Section 16; thence (3) North $1^{\circ}00'59''$ East along said west line a distance of 659.59 feet; thence (4) North $0^{\circ}59'53''$ East along the west line of Section 16 a distance of 1,334.32 feet to the south right-of-way line of a county road; thence (5) South $79^{\circ}20'00''$ East along said south right-of-way line a distance of 206.59 feet; thence (6) North $87^{\circ}30'00''$ East along said south right-of-way line a distance of 676.68 feet to a point on the easterly right-of-way line of Missouri State Highway "KK"; thence leaving said TIF Boundary, South $14^{\circ}53'27''$ East along said right-of-way line a distance of 155.99 feet; thence South $34^{\circ}02'57''$ East a distance of 529.69 feet to the centerline of a proposed road; thence Southwesterly along said proposed road centerline the following five (5) courses: (1) South $53^{\circ}25'28''$ West a distance of 693.83 feet to the beginning of a curve concave to the southeast having a radius of 350.00 feet; thence (2) Southerly along said curve a distance of 381.53 feet, a chord bearing of South $22^{\circ}11'44''$ West and a chord distance of 362.92 feet; thence (3) South $9^{\circ}02'00''$ East a distance of 148.12 feet to the beginning of a curve concave to the northwest having a radius of 300.00 feet; thence (4) Southerly along said curve a distance of 124.59 feet, a chord bearing of South $2^{\circ}51'51''$ West and a chord distance of 123.70 feet; thence (5) South $14^{\circ}45'42''$ West a distance of 69.66 feet to a point on the centerline of a county road, said point being on a segment of a non-tangent curve from which the radius point bears North $14^{\circ}47'11''$ East a radial distance of 440.00 feet; thence Easterly along said centerline the following three (3) courses: (1) Easterly along said curve a distance of 363.82 feet, a chord bearing of North $81^{\circ}05'54''$ East and a chord distance of 353.54 feet; thence (2) North $57^{\circ}24'37''$ East a distance of 68.09 feet to the beginning of a curve concave to the southeast having a radius of 400.00 feet; thence (3) Northeasterly along said curve a distance of 131.43 feet, a chord bearing of North $66^{\circ}49'24''$ East and a chord distance of 130.84 feet to the POINT OF BEGINNING.

The above described parcel contains 39.54 acres and is subject to any easements or restrictions of record.

**ARROWHEAD CENTRE
DISTRICT 3 BOUNDARY**

A portion of the North Half of Section 16, Township 39 North, Range 16 West of the 5th Principal Meridian, Camden County, Missouri, described as follows:

Beginning at an iron bar marking the Southeast corner of the Northwest Quarter of said Section 16, said point being on the Arrowhead Centre TIF Boundary; thence Westerly and Northwesterly along said TIF Boundary the following five (5) courses: (1) South 89°53'12" West along the south line of the Northwest Quarter of said Section 16 a distance of 312.43 feet; thence (2) North 25°51'31" West a distance of 743.08 feet; thence (3) South 61°24'29" West a distance of 167.99 feet to the easterly right-of-way line of Missouri State Highway "KK"; thence (4) North 28°22'48" West along said right-of-way line a distance of 302.24 feet; thence (5) South 63°19'49" West a distance of 44.33 feet to the baseline of said Highway; thence leaving said TIF Boundary, Northwesterly along said Highway baseline the following three (3) courses: (1) North 28°05'20" West a distance of 41.04 feet to the beginning of a curve concave to the southwest having a radius of 2,500.00 feet; thence (2) Northwesterly along said curve a distance of 248.00 feet, a chord bearing of North 30°55'51" West and a chord distance of 247.90 feet; thence (3) North 33°46'22" West a distance of 387.99 feet to the centerline of a proposed road; thence North 53°25'28" East along said proposed road centerline a distance of 141.63 feet to the beginning of a curve concave to the northwest having a radius of 300.00 feet; thence Northeasterly along said curve and proposed road centerline a distance of 101.17 feet, a chord bearing of North 43°45'47" East and a chord distance of 100.70 feet to the centerline of a second proposed road; thence Southeasterly and Easterly along said centerline of the second proposed road the following nine (9) courses: (1) South 55°53'54" East a distance of 35.84 feet to the beginning of a curve concave to the southwest having a radius of 300.00 feet; thence (2) Southeasterly along said curve a distance of 114.39 feet, a chord bearing of South 44°58'30" East and a chord distance of 113.70 feet; thence (3) South 34°03'06" East a distance of 62.39 feet to the beginning of a curve concave to the northeast having a radius of 250.00 feet; thence (4) Southeasterly along said curve a distance of 260.75 feet, a chord bearing of South 63°55'53" East a chord distance of 249.09 feet; thence (5) North 86°11'21" East a distance of 105.39 feet; thence (6) North 86°45'50" East a distance of 16.05 feet; thence (7) North 87°20'19" East a distance of 241.01 feet to the beginning of a curve concave to the south having a radius of 800.00 feet; thence (8) Easterly along said curve a distance of 40.33 feet, a chord bearing of North 88°46'58" East and a chord distance of 40.33 feet; thence (9) South 89°46'22" East a distance of 400.24 feet; thence leaving said centerline, South 60°58'19" East a distance of 5.14 feet to point being on said TIF Boundary; thence South 1°02'25" West along said TIF Boundary a distance of 449.65 feet; thence South 0°13'48" West along said TIF Boundary a distance of 425.84 feet; thence South 1°53'58" West along said TIF Boundary a distance of 441.18 feet; thence South 89°53'12" West a distance of 4.86 feet to the POINT OF BEGINNING.

The above described parcel contains 24.95 acres and is subject to any easements or restrictions of record.

**ARROWHEAD CENTRE
DISTRICT 4 BOUNDARY**

A portion of the North Half of Section 16, Township 39 North, Range 16 West of the 5th Principal Meridian, Camden County, Missouri, described as follows:

Commencing at an iron bar marking the Southwest corner of the Northeast Quarter of said Section 16; thence North 89°53'12" East along the south line thereof a distance of 921.80 feet; thence North 00°01'20" West a distance of 1,313.68 feet to the Point of Beginning, said point being on the Arrowhead Centre TIF Boundary; thence North 89°56'39" West along said TIF Boundary a distance of 891.93 feet; thence leaving said TIF Boundary, North 60°58'19" West a distance of 5.14 feet to the centerline of a proposed road; thence Westerly along said proposed road centerline the following nine (9) courses: (1) North 89°46'22" West a distance of 400.24 feet to the beginning of a curve concave to the south having a radius of 800.00 feet; thence (2) Westerly along said curve a distance of 40.33 feet, a chord bearing of South 88°46'58" West and a chord distance of 40.33 feet; thence (3) South 87°20'19" West a distance of 241.01 feet; thence (4) South 86°45'50" West a distance of 16.05 feet; thence (5) South 86°11'21" West a distance of 105.39 feet to the beginning of a curve concave to the northeast having a radius of 250.00 feet; thence (6) Northwesterly along said curve a distance of 260.75 feet, a chord bearing of North 63°55'53" West and a chord distance of 249.09 feet; thence (7) North 34°03'06" West a distance of 62.39 feet to the beginning of a curve concave to the southwest having a radius of 300.00 feet; thence (8) Northwesterly along said curve a distance of 114.39 feet, a chord bearing of North 44°58'30" West and a chord distance of 113.70 feet; thence (9) North 55°53'54" West a distance of 35.84 feet to a point on the centerline of a second proposed road, said point being on a non-tangent curve from which the radius point bears North 55°53'54" West a radial distance of 300.00 feet; thence Northerly along said curve and said centerline a distance of 268.07 feet, a chord bearing of North 8°30'11" East and a chord distance of 259.24 feet; thence North 17°05'44" West along said centerline a distance of 219.01 feet to the centerline of a proposed road; thence Northeasterly along said centerline the following seven (7) courses: (1) North 72°54'16" East a distance of 436.79 feet to the beginning of a curve concave to the northwest having a radius of 700.00 feet; thence (2) Northeasterly along said curve a distance of 291.36 feet, a chord bearing of North 60°58'49" East and a chord distance of 289.26 feet; thence (3) North 49°03'23" East a distance of 196.89 feet to the beginning of a curve concave to the south having a radius of 700.00 feet; thence (4) Easterly along said curve a distance of 961.27 feet, a chord bearing of North 88°23'49" East and a chord distance of 887.50 feet; thence (5) South 52°15'45" East a distance of 445.62 feet to the beginning of a curve concave to the northeast having a radius of 500.00 feet; thence (6) Southeasterly along said curve a distance of 188.83, a chord bearing of South 63°04'55" East and a chord distance of 187.71 feet; thence (7) South 73°54'05" East a distance of 29.51 feet to a point on the westerly right-of-way line of U.S. Highway 54 and the TIF Boundary, said point being on a segment of a non-tangent curve from which the radius point bears South 53°25'38" East a radial distance of 457.46 feet; thence Southerly along said right-of-way line and said TIF Boundary the following seven (7) courses: (1) Southwesterly along said curve a distance of 14.41 feet, a chord bearing of South 35°40'12" West and a chord distance of 14.41 feet; thence (2) South 34°46'03" West a distance of 136.08 feet; thence (3) South 54°34'25" East a distance of 131.76 feet; thence (4) South 31°27'36" East a distance of 31.53 feet; thence (5) South 33°35'48" West a distance of 188.05 feet; thence (6) South 4°02'35" West a distance of 251.02 feet; thence (7) South 29°35'47" West a distance of 155.57 feet to the POINT OF BEGINNING.

The above described parcel contains 50.60 acres and is subject to any easements or restrictions of record.

**ARROWHEAD CENTRE
DISTRICT 5 BOUNDARY**

A portion of the Northwest Quarter of Section 16 and the Southwest Quarter of Section 9, both in Township 39 North, Range 16 West of the 5th Principal Meridian, Camden County, Missouri, described as follows:

Commencing at an iron bar marking the Southeast corner of the Northwest Quarter of said Section 16; thence South $89^{\circ}53'12''$ West along the south line thereof a distance of 1,348.15 feet; thence North $00^{\circ}01'20''$ West a distance of 1,393.65 feet to the Point of Beginning; thence North $34^{\circ}02'57''$ West a distance of 529.69 feet; thence North $14^{\circ}53'27''$ West a distance of 155.99 feet to a point on the easterly right-of-way line of Missouri State Highway "KK" and the Arrowhead Centre TIF Boundary, said point being on a segment of a non-tangent curve from which the radius point bears South $40^{\circ}59'51''$ West a radial distance of 555.87 feet; thence Northwesterly, along said right-of-way line and TIF Boundary, along a curve a distance of 67.12 feet, a chord bearing of North $52^{\circ}27'41''$ West, and a chord distance of 67.08 feet; thence North $55^{\circ}55'14''$ West along said right-of-way line and TIF Boundary a distance of 116.60 feet to the easterly right-of-way line of Three Seasons Road; thence Northerly along said right-of-way line of Three Seasons Road and the TIF Boundary the following four (4) courses: (1) North $23^{\circ}23'53''$ East a distance of 147.30 feet; thence (2) North $42^{\circ}50'53''$ East a distance of 432.78 feet; thence (3) North $42^{\circ}59'53''$ East a distance of 261.45 feet to the beginning of a curve concave to the northwest having a radius of 843.51 feet; thence (4) Northeasterly along said curve a distance of 40.02 feet, a chord bearing of North $41^{\circ}38'23''$ East and a chord distance of 40.02 feet; thence leaving said TIF Boundary and right-of-way line, South $58^{\circ}15'42''$ East a distance of 30.19 feet to the centerline of a proposed road; thence Southerly along said centerline the following five (5) courses: (1) South $25^{\circ}17'37''$ West a distance of 44.91 feet to the beginning of a curve concave to the east having a radius of 400.00 feet; thence (2) Southerly along said curve a distance of 295.93 feet, a chord bearing of South $4^{\circ}05'56''$ West and a chord distance of 289.23 feet; thence (3) South $17^{\circ}05'44''$ East a distance of 624.49 feet to the beginning of a curve concave to the west having a radius of 300.00 feet; thence (4) Southerly along said curve a distance of 369.24 feet, a chord bearing of South $18^{\circ}09'52''$ West and a chord distance of 346.37 feet; thence (5) South $53^{\circ}25'28''$ West a distance of 165.23 feet to the POINT OF BEGINNING.

The above described parcel contains 11.54 acres and is subject to any easements or restrictions of record.

**ARROWHEAD CENTRE
DISTRICT 6 BOUNDARY**

A portion of the North Half of Section 16 and the South Half of Section 9, both in Township 39 North, Range 16 West of the 5th Principal Meridian, Camden County, Missouri, described as follows

Commencing at an iron bar marking the Southwest corner of the Northeast Quarter of said Section 16; thence North $89^{\circ}53'12''$ East along the south line thereof a distance of 291.46 feet; thence North $00^{\circ}01'20''$ West a distance of 2,571.43 feet to the Point of Beginning, said point on a segment of a non-tangent curve from which the radius point bears South $15^{\circ}19'19''$ West a radial distance of 700.00 feet and being at the intersection of the centerlines of two proposed roads; thence Westerly along said centerline the following four (4) courses: (1) Westerly along said curve a distance of 687.41 feet, a chord bearing of South $77^{\circ}11'21''$ West and a chord distance of 660.12 feet; thence (2) South $49^{\circ}03'23''$ West a distance of 196.89 feet to the beginning of a curve concave to the northwest having a radius of 700.00 feet; thence (3) Southwesterly along said curve a distance of 291.36 feet, a chord bearing of South $60^{\circ}58'49''$ West and a chord distance of 289.26 feet; thence (4) South $72^{\circ}54'16''$ West a distance of 436.79 feet to an intersection of the centerlines of two proposed roads; thence Northerly along said centerline the following three (3) courses: (1) North $17^{\circ}05'44''$ West a distance of 405.48 feet to the beginning of a curve concave to the east having a radius of 400.00 feet; thence (2) Northerly along said curve a distance of 295.93 feet, a chord bearing of North $4^{\circ}05'56''$ East and a chord distance of 289.23 feet; thence (3) North $25^{\circ}17'37''$ East a distance of 44.91 feet; thence leaving said centerline, North $58^{\circ}15'42''$ West a distance of 30.19 feet to a point on the easterly right-of-way line of Three Seasons Road, said point also being on a segment of a non-tangent curve from which the radius point bears North $49^{\circ}43'11''$ West a radial distance of 843.51 feet and said point being on the Arrowhead Centre TIF Boundary; thence Northerly along said easterly right-of-way line and TIF Boundary the following three (3) courses: (1) Northeasterly along said curve a distance of 215.20 feet, a chord bearing of North $32^{\circ}58'18''$ East and a chord distance of 214.61 feet; thence (2) North $25^{\circ}39'53''$ East a distance of 203.33 feet to the beginning of a curve concave to the west having a radius of 406.97 feet; thence (3) Northerly along said curve a distance of 168.74 feet, a chord bearing of North $13^{\circ}47'14''$ East and a chord distance of 167.54 feet, thence leaving said right-of-way line, South $89^{\circ}50'29''$ East along said TIF Boundary a distance of 1,105.41 feet; thence leaving said TIF Boundary, North $89^{\circ}09'15''$ East a distance of 181.30 feet to a point on the centerline of a proposed road, said point being on a segment of a non-tangent curve from which the radius point bears North $89^{\circ}17'10''$ East a radial distance of 400.00 feet; thence Southerly along said centerline the following four (4) courses: (1) Southerly along said curve a distance of 120.21 feet, a chord bearing of South $9^{\circ}19'24''$ East and a chord distance of 119.76 feet; thence (2) South $17^{\circ}55'58''$ East a distance of 203.20 feet to the beginning of a curve concave to the west having a radius of 400.00 feet; thence (3) Southerly along said curve a distance of 239.10 feet, a chord bearing of South $0^{\circ}48'29''$ East a chord distance of 235.56 feet; thence (4) South $16^{\circ}18'59''$ West a distance of 174.03 feet to the POINT OF BEGINNING.

The above described parcel contains 32.93 acres and is subject to any easements or restrictions of record.

ARROWHEAD CENTRE DISTRICT 7 BOUNDARY

A portion of the North Half of Section 16 and the South Half of Section 9, both in Township 39 North, Range 16 West of the 5th Principal Meridian, Camden County, Missouri, described as follows

Commencing at an iron bar marking the Southwest corner of the Northeast Quarter of said Section 16; thence North $89^{\circ}53'12''$ East along the south line thereof a distance of 1,082.86 feet; thence North $00^{\circ}01'20''$ West a distance of 2,082.42 feet to the Point of Beginning, said point being on the centerline of a proposed road; thence Westerly along said centerline the following four (4) courses: (1) North $73^{\circ}54'05''$ West a distance of 29.51 feet to the beginning of a curve concave to the northeast having a radius of 500.00 feet; thence (2) Northwesterly along said curve a distance of 188.83 feet, a chord bearing of North $63^{\circ}04'55''$ West a chord distance of 187.71 feet; thence (3) North $52^{\circ}15'45''$ West a distance of 445.62 feet to the beginning of a curve concave to the south having a radius of 700.00 feet; thence (4) Northwesterly along said curve a distance of 273.86 feet, a chord bearing of North $63^{\circ}28'13''$ West and a chord distance of 272.11 feet to an intersection of the centerlines of two proposed roads; thence Northerly along said centerline the following four (4) courses: (1) North $16^{\circ}18'59''$ East a distance of 174.03 feet to the beginning of a curve concave to the west having a radius of 400.00 feet; thence (2) Northerly along said curve a distance of 239.10 feet, a chord bearing of North $0^{\circ}48'29''$ West and a chord distance of 235.56 feet; thence (3) North $17^{\circ}55'58''$ West a distance of 203.20 feet to the beginning of a curve concave to the east having a radius of 400.00 feet; thence (4) Northerly along said curve a distance of 120.21 feet, a chord bearing of North $9^{\circ}19'24''$ West and a chord distance of 119.76 feet; thence leaving said centerline, South $89^{\circ}09'15''$ West a distance of 181.30 feet to a point on the TIF Boundary; thence North $33^{\circ}27'08''$ East along said TIF Boundary a distance of 895.29 feet; thence South $89^{\circ}43'34''$ East along said TIF Boundary a distance of 1,154.10 feet; thence leaving said TIF Boundary, South $41^{\circ}57'17''$ West a distance of 23.85 feet to a point in the centerline of a proposed road, said point being on a segment of a non-tangent curve from which the radius point bears North $48^{\circ}02'43''$ West a radial distance of 600.00 feet; thence Southwesterly along said curve and said centerline a distance of 516.43 feet, a chord bearing of South $66^{\circ}36'45''$ West and a chord distance of 500.64 feet; thence South $9^{\circ}22'58''$ East a distance of 39.35 feet; thence South $14^{\circ}57'40''$ East a distance of 253.00 feet; thence South $37^{\circ}15'52''$ East a distance of 274.26 feet to a point on the TIF Boundary; thence Southerly along said TIF Boundary the following seven (7) courses: (1) South $52^{\circ}44'08''$ West a distance of 82.33 feet; thence (2) South $49^{\circ}39'29''$ West a distance of 265.71 feet; thence (3) South $35^{\circ}04'55''$ West a distance of 242.56 feet; thence (4) South $4^{\circ}07'49''$ East a distance of 249.75 feet; thence (5) South $14^{\circ}34'00''$ West a distance of 417.62 feet; thence (6) South $67^{\circ}46'00''$ East a distance of 182.74 feet to a point in the westerly right-of-way line of U.S. Highway 54, said point being on a segment of a non-tangent curve from which the radius point bears South $39^{\circ}40'34''$ East a radial distance of 457.46 feet; thence (7) Southwesterly along said right-of-way line and curve a distance of 109.79 feet, a chord bearing of South $43^{\circ}26'54''$ West and a chord distance of 109.53 feet to the POINT OF BEGINNING.

The above described parcel contains 36.65 acres and is subject to any easements or restrictions of record.

**ARROWHEAD CENTRE
DISTRICT 8 BOUNDARY**

A portion of the South Half of Section 9, Township 39 North, Range 16 West of the 5th Principal Meridian, Camden County, Missouri, described as follows:

Commencing at an iron bar marking the Southwest corner of the Northeast Quarter of Section 16, Township 39 North, Range 16 West; thence North 89°53'12" East along the south line thereof a distance of 2,587.01 feet; thence North 00°01'20" West a distance of 3,898.36 feet to the Point of Beginning, said point being on the Arrowhead Centre TIF Boundary; thence Northwesterly and Southwesterly along said TIF Boundary the following three (3) courses: (1) North 85°31'47" West a distance of 321.53 feet; thence (2) South 46°06'28" West a distance of 182.91 feet; thence (3) South 52°44'08" West a distance of 817.25 feet; thence leaving said TIF Boundary, North 37°15'52" West a distance of 274.26 feet; thence North 14°57'40" West a distance of 253.00 feet; thence North 9°22'58" West a distance of 39.35 feet to a point on the centerline of a proposed road, said point being on a non-tangent curve from which the radius point bearings North 1°16'14" East a radial distance of 600.00 feet; thence Easterly along said centerline and curve a distance of 516.43 feet, a chord bearing of North 66°36'45" East and a chord distance of 500.64 feet; thence leaving said centerline, North 41°57'17" East a distance of 23.85 feet to a point on the TIF Boundary; thence North 38°50'45" East along said TIF Boundary a distance of 405.13 feet to the centerline of a county road; thence Southeasterly along said centerline and TIF Boundary the following five (5) courses: (1) South 61°06'59" East a distance of 73.10 feet; thence (2) South 67°36'59" East a distance of 120.00 feet; thence (3) South 81°32'59" East a distance of 189.40 feet; thence (4) South 72°32'59" East a distance of 203.60 feet; thence (5) South 49°32'56" East a distance of 174.30 feet; thence South 26°55'20" West a distance of 172.65 feet to the POINT OF BEGINNING.

The above described parcel contains 13.67 acres and is subject to any easements or restrictions of record.

<u>Description</u>	<u>Redevelopment Project Costs</u>	<u>Reimbursable Project Costs</u>	<u>% of TIF</u>
District 1			
Land Acquisition	\$ 1,232,250	\$ -	
Roadways (Primary)	1,159,000	1,159,000	
Lot Development	1,122,400	1,122,400	
Utilities (Water & Sewer)	259,000	259,000	
KK Connector (off-site)	800,000	800,000	
Architect	826,875	826,875	
Building Construction	30,625,000	-	
Subtotal	\$ 36,024,525	\$ 4,167,275	11.6%
District 2			
Land Acquisition	\$ 1,977,000	\$ -	
Roadways (Primary)	740,000	740,000	
Lot Development	2,634,500	2,634,500	
Utilities (Water & Sewer)	236,000	236,000	
Architect	899,015	899,015	
Building Construction	33,296,813	-	
Subtotal	\$ 39,783,328	\$ 4,509,515	11.3%
District 3			
Land Acquisition	\$ 623,750	\$ -	
Roadways (Primary)	883,750	883,750	
Lot Development	726,800	726,800	
Utilities (Water & Sewer)	288,000	288,000	
Parking Lot Improvements	75,000	-	
Architect	366,200	366,200	
Building Construction	13,563,590	-	
Subtotal	\$ 16,527,090	\$ 2,264,750	13.7%
District 4			
Land Acquisition	\$ 3,795,000	\$ -	
Roadways (Primary)	5,093,125	5,093,125	
Parking Garage	9,000,000	9,000,000	
Lot Development	5,090,000	5,090,000	
Utilities (Water & Sewer)	1,938,000	1,938,000	
Relocate Overhead Electric	2,100,000	2,100,000	
Architect	3,884,360	3,884,360	
Building Construction	143,865,314	-	
Subtotal	\$ 174,765,799	\$ 27,105,485	15.5%
District 5			
Land Acquisition	\$ 865,500	\$ -	
Roadways (Primary)	25,000	25,000	
Lot Development	325,050	325,050	
Utilities (Water & Sewer)	86,000	86,000	
Building Construction	7,759,335	-	
Subtotal	\$ 9,060,885	\$ 436,050	4.8%
District 6			
Land Acquisition	\$ 1,350,130	\$ -	
Roadways (Primary)	100,000	100,000	
Lot Development	2,433,500	2,433,500	
Utilities (Water & Sewer)	207,000	207,000	
Architect	350,270	350,270	
Building Construction	12,973,113	-	
Subtotal	\$ 17,414,013	\$ 3,090,770	17.7%
District 7			
Land Acquisition	\$ 1,832,500	\$ -	
Roadways (Primary)	1,569,375	1,569,375	
Lot Development	2,024,600	2,024,600	
Utilities (Water & Sewer)	851,000	851,000	
Nichols Road Connector (off-site)	87,500	87,500	
Interchange Improvements (off-site)	1,700,000	1,700,000	
Connector	50,000	50,000	
Architect	270,000	270,000	
Building Construction	51,013,150	-	
Subtotal	\$ 59,396,125	\$ 6,552,475	11.0%
District 8			
Land Acquisition	\$ 323,870	\$ -	
Roadways (Primary)	980,375	980,375	
Lot Development	978,100	978,100	
Utilities (Water & Sewer)	328,000	328,000	
School Connector (off-site)	30,000	30,000	
Architect	632,340	632,340	
Building Construction	23,420,273	-	
Subtotal	\$ 26,692,958	\$ 2,948,815	11.0%
Soft Costs			
Consultant Fees & Expenses Including Legal, TIF Application Fee, Architect, Engineering, City Legal, Blight Study and Market Feasibility	\$ 500,000	\$ 500,000	
Planning & Engineering	4,260,460	4,260,460	
Marketing & Commissions	1,304,159	-	
Subtotal	\$ 6,064,619	\$ 4,760,460	
Total Project Costs	\$385,731,340	\$55,835,595	14.5%

Developer shall comply or cause compliance with the following design standards and requirements in the construction of the Developer Private Improvements:

1. Significant accent and design features shall be used, together with other focal points for architectural interest such as, but not limited to, towers, canopies, alcoves, entranceways or overhangs.

2. All construction shall be architecturally harmonious with a unified design theme and design treatment.

3. Signage is required to conform to the City's sign regulations established in the Osage Beach Code of Ordinances. A Sign Permit is required and must be obtained prior to sign construction for all signage within the development. A master signage plan shall be provided illustrating the locations, materials, size, and appearance of all free standing signage dedicated to the development. Individual tenants will submit the required materials for their facility at the time they are requesting a permit. These submittals will include the items listed on the Sign Permit Application and any other materials needed by the City Planner, Building Official, or City Engineer to assure conformance with all codes adopted by the City of Osage Beach.

4. All electrical power distribution lines, telephone lines, cable television and other utility lines which are constructed by or at the direction of Developer and installed to serve the Redevelopment Area shall be installed underground. This requirements shall not apply to lines already in service on the Effective Date of this Agreement.

5. All HVAC and mechanical equipment, excluding wall-mounted equipment, shall be screened. Roof and ground equipment and materials shall be screened and made a part of the architecture of the building and are to be painted to match the building or roof color. Wall mounted equipment shall, to the greatest extent possible, be colored and placed as not to detract from the overall aesthetic value of the Project.

6. All landscape features including trees or any other type of vegetation installed by the developer or the tenants of the development shall be maintained in living state for the duration of the development. Non vegetative landscape features shall be regularly and actively maintained to preserve a positive visual appearance.

7. Down spouts shall be integrated in the building design, including color, design and placement.

8. All gas meters shall be screened.

**CERTIFICATE OF SUBSTANTIAL COMPLETION
OF
ARROWHEAD DEVELOPMENT GROUP, LLC**

The undersigned, Arrowhead Development Group, LLC (the “Developer”), pursuant to that certain Tax Increment Financing Redevelopment Agreement dated as of February 18, 2016, between the City of Osage Beach, Missouri (the “City”) and the Developer (the “Agreement”), hereby certifies to the City as follows:

1. That as of _____, 201_, the Developer Private Improvements (as such term is defined in the Agreement) for Redevelopment Project ___ have been substantially completed in accordance with the Agreement. All parking areas required by the City Code have been fully constructed.

2. The Developer Private Improvements for Redevelopment Project ___ have been completed in a good and workmanlike manner and in accordance with the Construction Plans (as those terms are defined in the Agreement).

3. Lien waivers for applicable portions of the Project in excess of \$5,000 have been obtained.

4. This Certificate of Substantial Completion is accompanied by the project architect’s certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and by this reference incorporated herein, certifying that the Developer Private Improvements for Redevelopment Project ___ have been substantially completed in accordance with the Agreement.

5. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer’s satisfaction of all obligations and covenants with respect to the Developer Private Improvements for Redevelopment Project ___.

6. The City’s acceptance (below) or the City’s failure to object in writing to this Certificate within thirty (30) days of the date of delivery of this Certificate to the City (which written objection, if any, must be delivered to the Developer prior to the end of such 30-day period), and the recordation of this Certificate with the Camden County Recorder of Deeds, shall evidence the satisfaction of the Developer’s agreements and covenants to construct the Project.

This Certificate shall be recorded in the office of the Camden County Recorder of Deeds. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ____ day of _____, _____.

ARROWHEAD DEVELOPMENT GROUP, LLC
a Missouri limited liability company

By: _____

Name: _____

Title: _____

ACCEPTED:

CITY OF OSAGE BEACH, MISSOURI

By: _____

Name: _____

Title: _____

(Insert Notary Form(s) and Legal Description)

EXHIBIT F**APPLICATION FOR REIMBURSABLE PROJECT COSTS**

TO: City of Osage Beach, Missouri
Attention: City Administrator

Re: Arrowhead Centre Redevelopment Project Area ____

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Tax Increment Financing Redevelopment Agreement dated as of February 18, 2016 (the "Agreement") between the City of Osage Beach, Missouri (the "City") and Arrowhead Development Group, LLC (the "Developer"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on *Schedule 1* hereto is a Reimbursable Project Cost and was incurred in connection with the construction of for Redevelopment Project ____.
2. These Reimbursable Project Costs have been paid by the Developer and are reimbursable under the Redevelopment Plan Ordinance and the Agreement.
3. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the Special Allocation Fund or any money derived from any project fund established pursuant to an Ordinance authorizing the issuance of Obligations, and no part thereof has been included in any other Application previously filed with the City.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the Work for which this certificate relates have been issued and are in full force and effect.
6. All Work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. If any cost item to be reimbursed under this Certificate Application is deemed not to constitute a Redevelopment Project Cost within the meaning of the TIF Act and the Agreement, the Developer shall have the right to substitute other eligible Reimbursable Project Costs for payment in accordance with the Agreement.
8. The Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a Developer Event of Default under the Agreement.
9. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this ____ day of _____, 20____.

ARROWHEAD DEVELOPMENT GROUP, LLC

a Missouri limited liability company

By: _____

Name: _____

Title: _____

Approved for Payment this ____ day of _____, 201__:

CITY OF OSAGE BEACH, MISSOURI

By: _____

Name: _____

Title: _____

DEVELOPER'S CLOSING CERTIFICATE

Relating to

**City of Osage Beach, Missouri
Tax Increment Financing Revenue Bonds
Series _____**

I, the undersigned, hereby certify that I am a duly authorized officer of Arrowhead Development Group, LLC (the "Developer") and as such am familiar with the affairs, books and records of the Developer. In connection with the issuance of the above-described bonds (the "Bonds") by the City of Osage Beach, Missouri (the "City"), I hereby further certify as follows:

1. ORGANIZATION AND AUTHORITY

1.1. Due Organization. The Developer is a limited liability company duly organized and is in good standing under the laws of the State of Missouri and qualified to do business under the laws of the State of Missouri.

1.2. Organizational Documents. The copy of the organizational documents of the Developer contained in the Transcript of Proceedings relating to the authorization of the issuance of the Bonds (the "Transcript") is a true, complete and correct copy of said Organizational Documents, as amended, and said Organizational Documents have not been further amended and are in full force and effect as of the date hereof.

1.3. Incumbency of Officers. The person named below was on the date or dates of the execution of the documents listed in **Section 2.2** below, and is on this date, the duly appointed or elected, qualified and acting managing member of the Developer, holding the office set opposite his name:

Name

Title

2. BOND TRANSCRIPTS AND LEGAL DOCUMENTS

2.1. Transcript of Proceedings. The Transcript furnished to the Original Purchaser of the Bonds and on file in the official records of the City includes a true and correct copy of the proceedings had by the Developer and other records, proceedings and documents relating to the issuance of the Bonds; said Transcript is, to the best of my knowledge, information and belief, full and complete; such proceedings of the Developer shown in said Transcript have not been modified, amended or repealed and are in full force and effect as of the date hereof.

2.2. Execution of Documents. The following document has been executed and delivered in the name and on behalf of the Developer by the person identified in Section 1.3 above, pursuant to and in full compliance with a Resolution adopted by the members of the Developer by consent in lieu of meeting as shown in the Transcript; the copy of said document contained in the Transcript is a true, complete and

correct copy or counterpart of said document as executed and delivered by the Developer; and said document has not been amended, modified or rescinded and is in full force and effect as of the date hereof:

- (a) Tax Increment Financing Agreement dated as of _____, 2015 (the “Redevelopment Agreement”), between the City and the Developer.

2.3. Representations. Each of the representations of the Developer set forth in the Redevelopment Agreement are true and correct in all material respects as of the date hereof, as if made on the date hereof, and all covenants and conditions to be complied with and obligations to be performed by the Developer under the Redevelopment Agreement have been complied with and performed.

2.4. Authorized Developer Representative. The Developer hereby appoints ____ as the Authorized Developer Representative as defined in the Indenture.

2.5. Litigation. There is (i) no litigation, proceeding or investigation pending against the Developer or its affiliates or, to the knowledge of the Developer, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the documents related to the Bonds, or (B) in any way contest the existence or powers of the Developer or its affiliates regarding the Project, (ii) no litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Developer or its affiliates regarding the Project except litigation, proceedings or investigations in which the probable ultimate recoveries and the estimated costs and expenses of defense, in the opinion of counsel to the Developer, will not have a material adverse effect on the operations or condition, financial or otherwise, of the Developer and its affiliates and would not restrain, enjoin or otherwise adversely affect the payment of Payments in Lieu of Taxes and Economic Activity Tax Revenues (as defined in the Indenture), and (iii) no event of default which has occurred and is continuing and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a breach of or an event of default under the documents related to the Bonds to which it is a party.

2.6. Preliminary Official Statement and Official Statement. The information in the Preliminary Official Statement dated _____, 20__ and in the Official Statement dated _____, 20__ (collectively, the “Official Statement”) under the captions “**THE PROJECT**” and “**SUMMARY OF LEASES; OCCUPANTS**” does not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed this _____ day of _____, 20__.

ARROWHEAD DEVELOPMENT GROUP, LLC
a Missouri limited liability company

By: _____

Name: _____

Title: _____

[FORM OF OPINION OF COUNSEL TO DEVELOPER]

STANDARD OPINION OF COUNSEL TO BE PROVIDED BY DEVELOPER

[Closing Date]

Mayor and Board of Aldermen
Osage Beach, Missouri

[Underwriter]
_____, Missouri

[Bond Trustee], as Trustee
_____, Missouri

Gilmore & Bell, P.C.
Kansas City, Missouri

Re: \$_____ City of Osage Beach, Missouri, Arrowhead Centre Tax Increment
Financing [Refunding] Revenue Bonds (Arrowhead Centre Project), Series 20__

Ladies and Gentlemen:

We have acted as counsel to Arrowhead Development Group, LLC (the “Developer”), in connection with the issuance and sale by the City of Osage Beach, Missouri (the “City”) of the above-captioned bonds (the “Bonds”) pursuant to a Trust Indenture dated as of _____ (the “Indenture”), between the City and [Bond Trustee], as trustee. In our capacity as counsel for the Developer, and in preparation for the delivery of the opinions set forth herein, we have examined the following:

- (a) Articles of Organization of the Developer with all amendments thereto;
- (b) Operating Agreement of the Developer with all amendments thereto;
- (c) Certificate of Good Standing;
- (d) Tax Increment Financing Redevelopment Agreement dated as of _____, 20__ (the “Agreement”), between the City and the Developer; and
- (e) such other corporate and organizational records, certificates and other statements of governmental officials and officers and other representatives of the Developer as we have deemed necessary or appropriate for the purposes of this opinion.

Words and terms used herein have the respective meanings ascribed to them in the Agreement unless some other meaning is plainly indicated.

In rendering the opinions set forth herein, we have assumed, without undertaking to verify the same by independent investigation, (a) as to questions of fact, the accuracy of all representations of the City and the Developer set forth in the Agreement, and all other certifications of officers and representatives of the Developer, the City and others examined by us, (b) the conformity to original documents of all documents submitted to us as copies and the authenticity of such original documents and all documents submitted to us as originals, (c) except with respect to the Developer, the genuineness of all signatures and the due authority of the parties executing such documents, (d) except with respect to the Developer, the execution, delivery and performance of all relevant documents by the parties executing such documents and the due authorization and validity of such documents, and that such parties have the full power, authority and legal right to perform their obligations under such documents, and (e) that all such documents to which the Developer is a party accurately describes and contains the mutual understanding of the parties, that there are no oral or written statements that modify, amend or vary, or purport to modify, amend or vary any of the terms of the agreements or any documents related thereto, and that as to factual matters all representations and warranties made in the agreements and all documents related thereto are correct and accurate.

Our use of the term “to our knowledge” and “to the best of our knowledge” means that, during the course of representation as described herein, no information has come to the attention of the attorneys involved in the transactions described herein which gave such attorneys actual knowledge of the existence of the matter as so qualified.

Based upon the foregoing and upon such other information and documents as we believe necessary to enable us to render this opinion, we are of the opinion that:

1. Based on the Articles of Organization and Certificate of Good Standing, the Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri. The Developer has all requisite power and authority to (a) conduct its business as contemplated by the Agreement, (b) execute and deliver the Agreement, and (c) carry out the terms of the Agreement and to perform its obligations thereunder.
2. The Agreement has been duly authorized, executed and delivered by the Developer.
3. No authorization, consent or approval of any governmental body or agency not already obtained is required in connection with the valid execution and delivery of the Agreement by the Developer or in connection with the performance by the Developer of its obligations under the Agreement.
4. The execution, delivery and performance by the Developer of the Agreement will not violate any provisions of law nor, to the best of our knowledge after inquiry of officers and other representatives of Developer, any applicable judgment, order or regulation of any court or of any public or governmental body, agency or authority and will not conflict with, or result in the breach of any of the provisions of, or constitute a default under its Articles of Organization or Operating Agreement or, to the best of our knowledge after inquiry of officers and other representatives of Developer, of any indenture, mortgage, deed of trust or other agreement or instrument to which the Developer is a party or by which the Developer is bound.

In the course of our representation of the Developer, nothing has come to our attention which causes us to believe that the information contained in the Official Statement dated _____, under the captions “THE REDEVELOPMENT PROJECT” and “SUMMARY OF LEASES;

OCCUPANTS” (with the exception of any financial or statistical data, as to which no view is expressed) contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading. *[**For purposes of this paragraph, it is assumed that the information under the captions referenced will be similar in scope to the information contained in the Official Statement.**]*

This opinion is limited solely to the matters set forth herein and no other opinion is to be inferred or implied beyond the matters expressly stated herein.

The foregoing opinions are subject to the qualifications stated therein and to the following assumptions, limitations and qualifications:

- (a) These opinions are based upon existing laws, ordinances and regulations in effect as of the date hereof and as they presently apply;
- (b) We have assumed that the Agreement has been duly authorized, executed and delivered by the City to the extent applicable, is within its powers, constitutes its legal, valid and binding obligation and that the City is in compliance with all applicable laws, rules and regulations governing the conduct of its business;
- (c) The undersigned is licensed to practice law in the State of Missouri, and we express no opinion with respect to the applicability of the laws of any jurisdiction other than the State of Missouri or governmental subdivisions thereof, and all federal substantive laws to the extent applicable.

This opinion may not be used or relied upon by or published or communicated to any party other than the addressees hereof for any purpose whatsoever without our prior written approval in each instance.

**COOPERATIVE AGREEMENT FOR DISBURSEMENT OF
SURPLUS PAYMENTS IN LIEU OF TAXES**

THIS COOPERATIVE AGREEMENT FOR DISBURSEMENT OF SURPLUS PAYMENTS IN LIEU OF TAXES (the “**Agreement**”) is made and entered into this _____ day of _____, 2016, by and between the **CITY OF OSAGE BEACH, MISSOURI**, a Missouri fourth class city (the “**City**”), and **CAMDEN COUNTY, MISSOURI**, a Missouri first class county (the “**County**”).

RECITALS

1. The City Board of Aldermen (the “**City Board**”) adopted Ordinance No. 15-56 on July 16, 2015, pursuant to Sections 99.800 to 99.865, RSMo (the “**TIF Act**”), approving the Arrowhead Centre Tax Increment Financing Plan (the “**TIF Plan**”) and initiating tax increment financing within the Redevelopment Area defined in the TIF Plan. Capitalized terms not defined herein shall have the meanings ascribed to them in the TIF Plan.

2. Pursuant to the TIF Plan, Payments in Lieu of Taxes (“**PILOTS**”) will be collected by the County and remitted to the City for deposit in the Special Allocation Fund.

3. On February 18, 2016, the City executed a tax increment financing redevelopment agreement (the “**Redevelopment Agreement**”) to implement the Redevelopment Projects described in the TIF Plan. The TIF Plan and the Redevelopment Agreement require that the City declare fifty percent (50%) of the PILOTS collected on Commercial property and one hundred percent (100%) of the PILOTS collected on Residential property pursuant to the TIF Plan as surplus in accordance with Section 99.820.1(12), RSMo (“**Surplus PILOTS**”), and distribute the Surplus PILOTS to the appropriate taxing districts (the “**Taxing Districts**”) on a basis that is proportional to the current collections of revenue which each Taxing District receives from real property in the Redevelopment Area.

4. As the County initially collects PILOTS, the City desires for the Surplus PILOTS to be paid directly to the Taxing Districts by the County on behalf of the City, and the County desires to make such payments directly on behalf of the City.

5. The City has taken those actions necessary to execute and enter into this Agreement including the City Board of Aldermen adoption of Ordinance No. ___ on ___, 2015, approving this Agreement and authorizing the City to enter into this Agreement.

6. The County has taken those actions necessary to execute and enter into this Agreement including the City Commissioners adoption of Ordinance No. ___ on ___, 2016, approving this Agreement and authorizing the County to enter into this Agreement.

7. Pursuant to Section 99.820.1(2), RSMo, the City is authorized to make and enter into all contracts necessary or incidental to the implementation and furtherance of tax increment financing plans and projects.

AGREEMENT

NOW, THEREFORE, the City and the County agree as follows:

Section 1: Determination of Surplus PILOTs.

A. Prior to the payment of any Surplus PILOTs, on the 15th day of each month, beginning when PILOTs are first paid in connection with any one or more of the Redevelopment Projects, the County shall provide written notice (“Notice”) to the City and Taxing Districts of the amount of all Surplus PILOTs collected and available to be paid to the Taxing Districts. To the extent the City objects to the amount of Surplus PILOTs, such objection, which may be communicated by letter, facsimile, e-mail communication or any other written method, shall provide reasonable details of the basis of the City’s objection, and any disputes shall be resolved in accordance with paragraph B of this section. To the extent the City does not object, in writing, to the amount of the Surplus PILOTs to be paid to the Taxing Districts identified in the Notice within ten (10) days of the City’s receipt of the Notice (the “Notice Period”), then notwithstanding anything to the contrary herein it shall be deemed that the City has approved the amount of Surplus PILOTs identified in the Notice to be paid to the Taxing Districts and the County shall proceed as provided in Section 2 and 3.

B. To the extent the City and County are unable to resolve their dispute as to the amount of the Surplus PILOTs to be paid to the Taxing Districts within thirty (30) after the Notice Period, the City and County hereby agree to submit such dispute to binding arbitration by a single arbitrator. The arbitrator shall be a person located in Camden County agreed to by the parties. If the parties cannot agree to an arbitrator within forty-five (45) days after the Notice Period, the selection shall be made by the Presiding Judge of the Circuit Court of Camden County, Missouri, on the application of either party. All expenses and fees of the arbitration and the arbitrator shall be assessed by the arbitrator as he or she finds equitable and just based on his or her findings with respect to the dispute arbitrated; provided, however, that each party shall bear the expenses and fees of any attorneys, accountants, expert witnesses or others appearing or submitting any materials on such party’s behalf. Otherwise, the Commercial Arbitration Rules and Regulations of the American Arbitration Association, or any successor body, shall apply.

Section 2: Accounting for Surplus PILOTs.

The County shall create a separate segregated account for the Surplus PILOTs, which account will be deemed a subaccount of the Special Allocation Fund (the “Surplus PILOTs Account”). As PILOTs are collected by the County, the County will deposit the Surplus PILOTs into the Surplus PILOTs Account. For the sole purpose of maintaining the Surplus PILOTs Account, the County Collector shall be deemed the authorized representative of the City Treasurer.

Section 3. Distribution of Surplus PILOTs.

As to amounts approved or deemed to be approved by the City in accordance with Section 1, the County shall distribute such amounts on deposit in the Surplus PILOTs Account (excluding any amount paid under protest until the protest is withdrawn or resolved against the taxpayer and any sum received which is the subject of a suit or other claim communicated to the County which suit or claim challenges the collection of such sum) directly to the Taxing Districts on behalf of the City on a basis that is proportional to the current collections of revenue which each Taxing District receives from real property in the Redevelopment Area. Such distribution will be deemed to have been made by the City from the Special Allocation Fund in accordance with Section 99.820.1(12)(a) of the TIF Act.

Section 4: City Accounting.

The City shall make appropriate notation in the accounting records for the Special Allocation Fund to account for the payment of Surplus PILOTS to the Taxing Districts by the County from the Surplus PILOTS Account.

Section 5: Cooperation.

The City and County will cause appropriate staff to communicate as needed to implement this Agreement, and agree to cooperate and take all actions necessary to carry out the obligations of this Agreement.

Section 6: Taxing Districts are Third Party Beneficiaries.

The City and County and their successors and assigns expressly agree that the Taxing Districts shall be third party beneficiaries with respect to the enforcement and performance of this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement on the date set forth above.

CITY OF OSAGE BEACH, MISSOURI

By: _____
Penny Lyons, Mayor

ATTEST: _____
Dianne Warner, City Clerk

CAMDEN COUNTY, MISSOURI

By: _____
Greg Hasty, Presiding Commissioner

ATTEST: _____
County Clerk

Adult Entertainment Establishment

Cellular or other towers which are not approved by the City (this restriction does not apply to tenants' communication devices)

Church

Laundromats

Hospital

Manufacturing or assembly use

Non-profit institutions, except for permitted Medical Uses as set forth above

Pawn shop

Title loan, check cashing or pay-day loan services

TRANSFEREE AGREEMENT

(Name of Transferee)

This TRANSFEREE AGREEMENT (“**Transferee Agreement**”) is entered into this ____ day of _____, 20____, by and between the CITY OF OSAGE BEACH, MISSOURI (the “**City**”) and _____, a _____ corporation (“**Transferee**”).

RECITALS

A. The property to be purchased by Transferee as legally described in **Exhibit A** attached hereto (the “**Property**”) is part of the Arrowhead Centre Tax Increment Financing Plan (the “**Redevelopment Plan**”) approved by the City pursuant to Ordinance No. 15.56 adopted by the Board of Aldermen on July 16, 2015 (the “**Redevelopment Plan Ordinance**”).

B. The Property is subject to that certain Tax Increment Financing Redevelopment Agreement between the City and Arrowhead Development Group, LLC (the “**Developer**”), dated February 16, 2016, and recorded in the Office of the Recorder of Deeds of Camden County, Missouri on _____, 2016, as Document No. _____ (the “**Agreement**”).

C. _____, a _____ corporation, is the successor in interest to Developer with respect to the Property.

D. **Section 6.07** of the Agreement requires as a condition precedent to the transfer of property within the boundaries of the Redevelopment Area (as defined in the Agreement) that the proposed transferee enter into and deliver to the City this Transferee Agreement, obligating the Transferee to comply with the requirements of the Redevelopment Plan and the Agreement relating to the Property.

E. The parties desire to enter into this Transferee Agreement in order to satisfy the condition precedent set forth in **Section 6.07** of the Agreement.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Agreement.

NOW, THEREFORE, for and in consideration of the promises and the covenants entered herein, City and Transferee agree as follows:

1. Transferee has entered into a purchase contract with Developer, pursuant to which Transferee will acquire the Property.

2. Transferee acknowledges that it has been provided with and/or has reviewed true and accurate copies of the Redevelopment Plan, the Redevelopment Plan Ordinance, the Project Ordinance, the Agreement and all other documents associated with the Redevelopment Plan that may be necessary for Transferee to make an informed decision regarding purchase of the Property with respect to the matters set forth in those documents and this Transferee Agreement.

3. Transferee acknowledges and agrees that its acquisition of the Property and the transfer of the Property to Transferee is subject in all respects to the Agreement, the requirements of the Redevelopment Plan, the Redevelopment Plan Ordinance, and the rights of the City pursuant to the Agreement, the TIF Act, and the Redevelopment Plan Ordinance.

4. Transferee acknowledges and agrees that the Property is or will be included in the Redevelopment Area created by the City pursuant to the Redevelopment Plan and that certain taxes generated by Transferee's economic activities, including sales taxes and CID Sales Tax, will be applied toward Reimbursable Project Costs after the Redevelopment Project is activated by the City. Transferee shall forward to the City copies of Transferee's State of Missouri sales tax returns for the Property located in the Redevelopment Area when and as they are filed with the Missouri Department of Revenue, and, upon request, shall provide such other reports and returns regarding other local taxes generated by Transferee's economic activities in the Redevelopment Area and/or as the City shall require, all in the format prescribed by the City. Transferee will set forth the obligation contained in this subparagraph in any further lease or sale contract affecting the Property.

5. Transferee acknowledges that the Property will be subject to assessment for annual Payments in Lieu of Taxes ("PILOTs") when the Redevelopment Area is activated by the City. PILOTs are due on November 30 of each year and are considered delinquent if not paid by December 31 of each year. The obligation to make said PILOTs shall be a covenant running with the land and shall create a lien in favor of the City on the Property and shall be enforceable against Transferee and its successors and assigns in ownership of the Property.

6. Transferee acknowledges that in the event of the sale, lease, sublease, assignment, or other voluntary or involuntary disposition of any or all of the Property, PILOTs with respect to the Property shall continue and shall constitute a lien against the Property from which they are derived, and such obligations shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable as if such purchaser, tenant, transferee or other possessor thereof were originally a party to and bound by the Agreement. Transferee assumes the duty to notify any purchaser, tenant, transferee or other possessor of the property its rights, duties and obligations under the Agreement.

7. Transferee acknowledges that, for any subsequent conveyance, the City must be notified in writing of the proposed sale of the Property prior to the proposed effective date of the sale, which notification shall include a copy of the instrument affecting such sale along with a transferee agreement between the buyer and the City in the same form as this Transferee Agreement. Transferee acknowledges that its purchase and any subsequent sale of the Property will be subject to any and all rights of the City or Developer, as are set forth in the Agreement, the Redevelopment Plan, the Redevelopment Plan Ordinance and the TIF Act with respect to such purchaser or transferee of the Property, whether or not specifically enumerated herein.

8. Redevelopment Plan and the Agreement shall inure to and be binding upon the successors and assigns of Developer, as to the Property, including Transferee, as if they were in every case specifically named and shall be construed as a covenant running with the land and shall be enforceable against purchasers or other transferees as if such purchaser or transferee were originally a party to and bound by this Transferee Agreement.

9. City acknowledges that upon the full execution of this Transferee Agreement, the condition precedent set forth in **Section 6.07** of the Agreement with respect to the sale of the Property to Transferee shall be deemed satisfied.

10. With the exception of those continuing obligations imposed upon Developer with respect to the Redevelopment Area as a whole, Transferee and the City acknowledge that, upon the full execution of this Transferee Agreement, Developer is hereby released from all its obligations under the Agreement relating to the Property.

11. This Transferee Agreement shall be governed by the laws of the State of Missouri.

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

[Remainder of page intentionally left blank.]

[TRANSFEEE]

By: _____

Name: _____

Title: _____

CITY OF OSAGE BEACH, MISSOURI

ATTEST:

City Clerk

By: _____
Mayor

APPROVED AS TO FORM:

City Attorney

END OF DOCUMENT

Annual Minimum Employment Levels

	<u>Annual Minimum Full-Time Equivalent Employment Level</u>
Redevelopment Project I	85
Redevelopment Project II	15
Redevelopment Project III	59
Redevelopment Project IV	550
Redevelopment Project V	69
Redevelopment Project VI	75
Redevelopment Project VII	153
Redevelopment Project VIII	290
Total	<u>1,296</u>

The employment levels listed above are 50% of the employment levels as projected in the Redevelopment Plan.

(Space above reserved for Recorder's use)

Title of Document: Arrowhead Centre Tax Increment Financing Redevelopment Agreement

Date of Document: February 18, 2016

Grantor and Mailing Address: City of Osage Beach, Missouri
Osage Beach City Hall
1000 City Parkway
Osage Beach, MO 65065
Attn: City Administrator

Grantee and Mailing Address: Arrowhead Development Group, LLC
1252 State Road KK
Osage Beach, MO 65065
Attn: Gary Mitchell

Legal Description: See **Exhibit B** attached hereto

After Recording, Return Documents To: David Bushek, Esq.
Gilmore & Bell, P.C.
2405 Boulevard, Suite 1100
Kansas City, Missouri 64108

Submission Date: February 11, 2016

Submitted By: Public Works Director

Board Meeting Date: February 18, 2016

**City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET**

Description of Item:

Bill 16-17 – Authorization to allow Mayor to execute Construction Contract OB16-001 Storm Drainage Improvements

Names of Persons, Businesses, Organizations affected by this action:

City of Osage Beach staff, contractors, citizens

Why is Board Action Required?

Board approval required for purchases and payments over \$15,000 per Chapter 135. Article II. Purchasing, Procurement, Transfers, and Sales.

Type of Action Requested (Ordinance, Resolution, Motion):

Requesting first and second reading of Bill 16.17

Are there any deadlines associated with this action?

No

Budget Line / Source of Funds

	<u>Budgeted \$</u>	<u>Requested \$</u>
20-00-773212 Ozark Meadows Rd Improvements (Azalea Court)	\$61,850	\$60,464
20-00-773155 Misc. Streets/Roads (Summit Circle)	\$92,890	\$3,600

Comments and Recommendation of Department:

This project is for the reconstruction of the roadway and drainage structures on Azalea Court in Ozark Meadows and a junction box on Summit Circle. We hope to have this project completed before summer season.

Bids were opened on February 11, 2016. Ken Kauffman and Sons Excavating was the apparent low bidder with a bid amount of \$64,064.00; Azalea \$60,464 and Summit \$3,600. We have worked with Ken Kauffman and Sons Excavating in the past with good results. The bid tab is attached.

The Public Works Department recommends approval of this ordinance.

City Administrator Comments and Recommendation

Concur with the Public Works Director's recommendation.

BILL NO. 16-17

ORDINANCE NO. 16.17

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH KEN KAUFFMAN AND SONS EXCAVATING LLC FOR THE 2016 STORM DRAINAGE IMPROVEMENTS

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, AS FOLLOWS, WIT:

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with Ken Kauffman and Sons Excavating LLC substantially under the terms set forth in the form attached hereto as ("Exhibit A").

Total expenditures or liability authorized under this contract shall not exceed sixty four thousand, sixty four and 00/100 dollars (\$64,064.00).

Section 2. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Contract.

Section 3. This Ordinance shall be in full force and effect from date of passage and approval by the Mayor.

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 16.17 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: _____ Nays: _____
Abstain: _____ Absent: _____

This Ordinance is hereby transmitted to the Mayor for her signature.

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 16.17.

Date
ATTEST:

Penny Lyons, Mayor

Diann Warner, City Clerk

EXHIBIT A

BID FORM

To: Honorable Mayor and Board of Aldermen
City of Osage Beach, Missouri

Gentlemen:

THE UNDERSIGNED BIDDER, having examined the Instructions to Bidders, Contract Forms, Drawings, Specifications, General Conditions, Supplementary Conditions, and other related Contract Documents attached hereto and referred to herein, and any and all Addenda thereto; the location, arrangement, and construction of existing railways, highways, streets, roads, structures, utilities, and facilities which affect or may be affected by the Work; the topography and condition of the site of the Work; and being acquainted with and fully understanding (a) the extent and character of the Work covered by this Bid Form; (b) the location, arrangement, and specified requirements of and for the proposed structures and miscellaneous items of Work appurtenant thereto; (c) the nature and extent of the excavations to be made, and the type, character and general condition of the materials to be excavated; (d) the necessary handling and rehandling of excavated materials; (e) all existing and local conditions relative to construction difficulties and hazards, labor, transportation, hauling, trucking and rail delivery facilities; and (f) all local conditions, laws, regulations, and all other factors and conditions affecting or which may be affected by the performance of the Work required by the Contract Documents.

HEREBY PROPOSE and agrees, if this Bid is accepted, to enter into agreement in the form attached hereto, and to perform all Work and to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor; and to construct, install, erect and complete all Work stipulated in, required by, in accordance with the Contract Documents and other terms and conditions referred to therein (as altered, amended, or modified by any and all Addenda thereto) for the total bid price.

Bidder hereby agrees to commence Work under this Contract on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement.

Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No. 1 Dated emailed 5:01 PM 2-2-16 RWK
 No. _____ Dated _____

Bidder agrees, if the bid is accepted, to perform all the work described in the Project Manual including all Addenda, for the following prices.

2016 STORM DRAINAGE						
BID FORM						
ITEM UNIT	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		PRICE
SECTION 1 - SUMMIT CIRCLE						
1						
02316	1	LS	Catch Bas in Installation	\$ 3,100. ⁰⁰		\$ 3,100. ⁰⁰
2						
01800	1	LS	Force Account	Contingent Sum		\$ 500.00

SECTION 2 - AZALEA COURT						
1						
02316	671	SY	Remove and Replace Subgrade	\$ 20. ⁰⁰		\$ 13,420. ⁰⁰
2						
02632	2	EA	Concrete Drop Inlet	\$ 2,000. ⁰⁰		\$ 4,000. ⁰⁰
3						
02632	1	EA	Junction Box	\$ 3,850. ⁰⁰		\$ 3,850. ⁰⁰
4						
02725	671	SY	Aggregate Base Course	\$ 14. ⁰⁰		\$ 9,394. ⁰⁰
5						
02730	80	TON	2" Bituminous Stabilized Base	\$ 125. ⁰⁰		\$ 10,000. ⁰⁰
6						
02740	80	TON	2" Bituminous Concrete Pavement	\$ 125. ⁰⁰		\$ 10,000. ⁰⁰
7						
02778	80	LF	Concrete Curb and Gutter	\$ 60. ⁰⁰		\$ 4,800. ⁰⁰
8						
01800	1	LS	Force Account		Contingent Sum	\$ 5,000.00
					TOTAL	\$ 64,064. ⁰⁰

TOTAL BID IN WRITING: Sixty-four thousand and sixty-four dollars no cents

It is mutually understood and agreed by and between the parties of this Contract, in signing the Agreement thereof, that time is of the essence in this Contract. In the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefore in the Agreement binding said parties, after due allowance for any extension of time which may be granted under provisions of the General Conditions, the Contractor shall pay unto the Owner, as stipulated, liquidated damages and not as a penalty, the sum stipulated therefore in the Contract Agreement for each and every consecutive calendar day that the Contractor shall be in default.

In case of joint responsibility for any delay in the final completion of the Work covered by the Agreement; where two or more separate Agreements are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such Agreement for any one day of delay in the final completion of the Work will not be greater than the approximate total of the damages sustained by the Owner by reason of such delay in completion of the Work, and the amount assessed against any Contractor for such one day of delay will be based upon the individual responsibility of such Contractor for the aforesaid delay as determined by and in the judgment of the Owner.

The Owner shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due or to become due to said Contractor, or sue for and recover compensation for damages for nonperformance of the Agreement at the time stipulated herein and provided for.

The undersigned hereby agrees to enter into Contract on the attached Agreement Form and furnish the necessary bond within fifteen (15) consecutive calendar days from the receipt of Notice of Award from the Owner's acceptance of this Bid, and to complete said Work within the indicated number of consecutive calendar days from the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

If this Bid is accepted and should Bidder for any reason fail to sign the Agreement within fifteen (15) consecutive calendar days as above stipulated, the Bid Security which has been made this day with the Owner

shall, at the option of the Owner, be retained by the Owner as liquidated damage for the delay and expense caused the Owner; but otherwise, it shall be returned to the undersigned in accordance with the provisions set forth on page IB-5, paragraph 6.0 Bid Security.

Dated at 8:00AM this 11 day of February, 2016

LICENSE or CERTIFICATE NUMBER, if applicable 43-1858676

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL:

Signature and Title

Typed or Printed Name

Doing Business As

Name of Firm

Business Address of Bidder:

Telephone No. _____

IF A PARTNERSHIP:

Ken Kauffman & Sons Excavating LLC
Name of Partnership

[Signature]
Member of Firm (Signature)

Kenneth W Kauffman
Member of Firm (Typed or Printed) manager

Business Address of Bidder:

5401 Old Lohman Rd
Jefferson City MO 65109
Telephone No. 573-893-5159
573-690-7122 cell

IF A CORPORATION:

Name of Corporation

By

Signature & Title

Typed or Printed Name

ATTEST:

Secretary or Assistant Secretary Signature

(CORPORATE SEAL)

City of Osage Beach, Missouri
 2016 Storm Drainage Improvements
 Project # OB16-001

Bid Opening February 11, 2016			Engineers Estimate		Kaufman and Sons Excavating LLC		Moon Construction		Stockman Construction Corp.		
Item No.	Description	Est. Quantity	Unit	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure
2316	Catch Basin Installation	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 3,100.00	\$ 3,100.00	\$ 4,327.00	\$ 4,327.00	\$ 5,000.00	\$ 5,000.00
1800	Force Account	1	LS	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
2316	Remove and Replace Subgrade	671	SY	\$ 23.00	\$ 15,433.00	\$ 20.00	\$ 13,420.00	\$ 21.50	\$ 14,426.50	\$ 22.00	\$ 14,762.00
2632	Concreate Drop Inlet	2	EA	\$ 3,000.00	\$ 6,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,500.00	\$ 9,000.00	\$ 3,500.00	\$ 7,000.00
2632	Junction Box	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 3,850.00	\$ 3,850.00	\$ 5,500.00	\$ 5,500.00	\$ 7,900.00	\$ 7,900.00
2725	Aggregate Base Course	671	SY	\$ 9.50	\$ 6,374.50	\$ 14.00	\$ 9,394.00	\$ 8.25	\$ 5,535.75	\$ 8.00	\$ 5,368.00
2730	2" Bituminous Stabilized Base	80	TON	\$ 120.00	\$ 9,600.00	\$ 125.00	\$ 10,000.00	\$ 108.50	\$ 8,680.00	\$ 106.00	\$ 8,480.00
2740	2" Bituminous Concrete Pavement	80	TON	\$ 120.00	\$ 9,600.00	\$ 125.00	\$ 10,000.00	\$ 113.00	\$ 9,040.00	\$ 108.00	\$ 8,640.00
2778	Concrete Curb and Gutter	80	LF	\$ 45.00	\$ 3,600.00	\$ 60.00	\$ 4,800.00	\$ 50.00	\$ 4,000.00	\$ 45.00	\$ 3,600.00
1800	Force Account	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
TOTAL OF ALL ITEMS:				\$ 66,107.50	\$ 66,107.50	\$ 64,064.00	\$ 64,064.00	\$ 66,009.25	\$ 66,009.25	\$ 66,250.00	\$ 66,250.00

Bid Opening February 11, 2016			APAC-Missouri Inc.		Travis Hodge Hauling LLC		B&P Patterson		Show Me Asphalt Paving LLC		
Item No.	Description	Est. Quantity	Unit	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure
2316	Catch Basin Installation	1	LS	\$ 3,877.77	\$ 3,877.77	\$ 4,250.00	\$ 4,250.00	\$ 11,000.00	\$ 11,000.00	\$ 4,947.52	\$ 4,947.52
1800	Force Account	1	LS	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
2316	Remove and Replace Subgrade	671	SY	\$ 31.75	\$ 21,304.25	\$ 30.00	\$ 20,130.00	\$ 43.00	\$ 28,853.00	\$ 42.28	\$ 28,369.88
2632	Concreate Drop Inlet	2	EA	\$ 2,149.28	\$ 4,298.56	\$ 4,750.00	\$ 9,500.00	\$ 3,000.00	\$ 6,000.00	\$ 3,243.45	\$ 6,486.90
2632	Junction Box	1	EA	\$ 5,174.04	\$ 5,174.04	\$ 5,600.00	\$ 5,600.00	\$ 2,100.00	\$ 2,100.00	\$ 6,466.90	\$ 6,466.90
2725	Aggregate Base Course	671	SY	\$ 11.43	\$ 7,669.53	\$ 18.00	\$ 12,078.00	\$ 10.00	\$ 6,710.00	\$ 15.17	\$ 10,179.07
2730	2" Bituminous Stabilized Base	80	TON	\$ 107.79	\$ 8,623.20	\$ 119.00	\$ 9,520.00	\$ 110.00	\$ 8,800.00	\$ 103.58	\$ 8,286.40
2740	2" Bituminous Concrete Pavement	80	TON	\$ 112.08	\$ 8,966.40	\$ 123.00	\$ 9,840.00	\$ 110.00	\$ 8,800.00	\$ 108.33	\$ 8,666.40
2778	Concrete Curb and Gutter	80	LF	\$ 37.31	\$ 2,984.80	\$ 28.00	\$ 2,240.00	\$ 31.00	\$ 2,480.00	\$ 63.91	\$ 5,112.80
1800	Force Account	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
TOTAL OF ALL ITEMS:				\$ 68,398.55	\$ 68,398.55	\$ 78,658.00	\$ 78,658.00	\$ 80,243.00	\$ 80,243.00	\$ 84,015.87	\$ 84,015.87

Submission Date: February 9, 2016
Submitted By: Alderman Bethurem
Board Meeting Date: February 18, 2016

**City of Osage Beach
 BOARD OF ALDERMEN
 AGENDA ITEM SUMMARY SHEET**

Description of Item:

Bill 16.18 – This is a request to amend Section 500.037: 2012 International Residential Code Amendments. Introduced by Alderman Bethurem. Drafted by City Attorney for form.

Names of Persons, Businesses, Organizations affected by this action:

City of Osage Beach staff, contractors, developers, and citizens

Why is Board Action Required?

Ordinances shall be passed by bill by the majority of the Board per Section 110.240. Adoption of Ordinances.

Type of Action Requested (Ordinance, Resolution, Motion):

Requesting first reading of Bill 16.18.

Are there any deadlines associated with this action?

No.

Budget Line / Source of Funds

Not Applicable.

Comments and Recommendation:

Bill 15-18 – Introduced by Alderman Bethurem.

ICC was formed to develop and International Code to be used universally – the BOCA, Southern and UBC codes are no longer viable.

IRC (International Residential Code) is for one and two family residences
 IBC (international Building Code) covers the balance, including multi-family (condos and apartments)

Climbable Guards

ICC Code Change History 2000-2004/2005

Excerpts:

8) There is no significant statistical evidence that supports the notion that we have an "epidemic" of guard climbing injuries. While there is evidence to indicate that children are playing on guards, the number of injuries which are a documented result of children climbing over a guard and falling greater than 4 feet, is statistically non-existent. It can not be assumed that all falls from porches, balconies and guards are a direct result of climbing a guard. Also, no allowance has been made for a child's innate fear of a sudden drop in height that would prevent a child from desiring to climb a guard that has a significant drop on one side.

a) Test Data Regarding Development of Depth Perception in Children:

Fear of sudden drops in height is a fear that emerges as early as the second 6 months of life. This fear has been measured by infants' avoidance of heights, as shown on an apparatus called the "visual cliff", originally developed by Eleanor Gibson (Gibson & Walk, 1960) to assess early depth perception. An infant is placed on a narrow runway that rests on a large sheet of glass. On one side of the runway is a checkerboard pattern placed directly under the glass; on the other, the checkerboard pattern is placed 1 to 2 feet below the glass, giving the appearance of depth on that side - hence the term "visual cliff". Prior to 7 months, and before the onset of anxiety, most infants do not avoid the deep side of the glass. If their mother calls them from the deep side, they will cross to her. However, after 8 months, most infants avoid the side that has the appearance of a cliff and will cry if they are placed on that side. Avoidance of the apparently deep side of the visual cliff is not due to a new ability to perceive depth. Younger infants perceive the difference between the deep and shallow sides, as evidenced by the fact that they show a distinct cardiac reaction when lowered face down on the deep side (Campos, Langer, & Kravitz, 1970). However, only when infants

begin to crawl or creep, usually around 8 months of age, do they begin to avoid the deep side of the visual cliff.

- b) United States Consumer Product Safety Commission (USCPSC) Data was obtained from the USCPSC, National Electronic Injury Information Surveillance System (NEIISS) for the categories "Falls Involving Handrail Injuries" -- 1/1/91 to 6/2/99 and "Porch & Balcony Injuries" -- 9-7-81 to 7-15-99. A request was originally made for information on guardrail related injuries. However, searches under this keyword only brought forward data on injuries related to roadside barriers and guards. The CPSC indicated that "Falls Involving Handrail Injuries" would be the best indicator of the needed information. Also obtained were incident reports, injury reports related to window falls, pool injuries and baby gate injuries. Refer to the bibliography for a complete listing of support documents. This data is based on reports from 101 of 5,500 U.S. Hospital Emergency Departments (see Addendum for list of hospitals). Elliot O. Stephenson has suggested that a factor of 40 be applied to this sample to determine a national estimate. Since it can be assumed that anyone over the age of ten can climb a 36-inch structure, we have chosen to focus only on the injuries which involved children under the age of 10.

i) Falls Involving Handrail Injuries:

The first sample, "Falls Involving Handrail Injuries", listed a total of 4,825 injuries -- 1,371 of those injuries involved children under the age of 10. Of this total, 708 injuries were clearly not guard climbing related and are noted in Table 1 as "Fall Against a Railing" and "Not Applicable" (e.g. falls from bed rails, falling against a rail while running, railings falling on children, adults falling while holding children, falls from railings under 2 feet, etc.). Another 26 injuries were caused by structural failure, and 87 injuries were the result of children falling through railings (an inappropriate rail opening).

Additionally, 136 injuries were described as falls over a railing. While some may want to make the assumption that these falls were the result of climbing, this is not supported by the descriptions in the report. Most of these railings were not even considered guardrails. The report includes descriptions such as: "fell over rail at ice arena," "fell over a railing at Great Adventure," "pushed over

banister at school," "fell off stairway over railing," "fell over rail she was sitting on," "fell over railing in restaurant," "fell over loose deck railing," "climbing over fence barbed wire, gate opened and she fell."

Sample Number of Injuries Treated in U.S. Hospital Emergency Departments and Associated with Hand railings Tabulation by Type of Fall

Tabulation by Anthony Leto using CPSC/NEIISS for Hand railings 1-1-91 to 6-2-99 Injuries % of total

Of the remaining injuries which might be related to climbing, the report lists only 40 injuries where "climbing" is actually mentioned. Of these, 26 resulted in falls of less than 4 feet (many of these occurred in retail store queue lines where children climbed onto a railing and slipped or fell backwards). Only 3 falls of more than 4 feet were directly attributed to climbing.

Falls from/off a railing or sliding down a railing, accounted for 375 injuries. Again, many of the falls are noted as having occurred in queue lines and were not guardrails. Of these falls, the vast majority (349) were onto the stairs or the same level. Only 26 of these falls resulted in drops greater than 4 feet.

While most of the reports simply state "fell off railing", others mention children "walking", "sitting", or "swinging" on railings. It may be assumed that children climbed onto these railings but it can not be assumed that the guardrails were the primary means of ascent. Why would a child climb a guard railing when chairs, planters and patio furniture are more convenient?

ii) Porch & Balcony Injuries:

A similar analysis can be done for "Porch and Balcony Injuries". The sample from the NEIISS lists a total of 283 injuries over a period of 18 years (9-7-81 to 7-15-99). Of these, 54 were under the age of 10 - a sample injury rate of about 3 children per year. 27 of the reported injuries involved children "jumping" off of porches or balconies onto the ground, onto mattresses and onto trampolines. No mention is made as to whether a guard was in place, the height of the guard, or the type of the guard. In fact, there may have been no guard in place at all.

Jumping is a willful act not an accidental fall. We must keep in mind, that guards are not in place to stop determined individuals from jumping or climbing, they are in place to prevent accidental falls.

The other porch and balcony injuries included falls from balconies by children under the age of two that more likely were caused by falling through guards than climbing guards. The hand railing injury data shows that almost all of the fall injuries for children under the age of two were caused by falls "through" guard openings -- not climbing the guards. All the other porch injuries do not specify how the child fell. No mention is made of guard climbing. Of the one case which refers to climbing, it states that a 19 month old child "climbed over a wall" -- not a horizontal rail, not an ornamental pattern but a "wall".

Even if we made the erroneous assumption that all the children in this report climbed the guard and then fell, that would give us a sample size of 3 injuries per year reported by the CPSC's 101 reporting emergency rooms. Using Elliot O. Stephenson's factor of 40, this results in a national estimate of only 120 injuries per year.

It is clear from the data, that there is no epidemic of guard climbing related injuries, and yet, the proponents of the ladder effect claim that it is required to significantly reduce injuries to children. This is an emotional appeal with no observations, documentation, or evidence that ornamental railings are being climbed and are therefore the direct cause of a significant number of injuries.

- 9) The purpose of the original provision is to prevent children from climbing guards but it does not make allowances for private homes wherein the residents do not have children.
- 10) It does nothing to address the larger hazard of falling "over" guard railings and "through" guard railings that are the result of existing guards of an improper height and with improper openings.
- 11) It will eliminate a home owner's right to aesthetic choice in their own home and severely limit a design professional's ability to do anything other than a simple picket railing. Home renovations and historical districts such as the New Orleans' French Quarter will become sterile and predictable.

- 12) Proponents of the "ladder effect" refer to other countries' similar requirements but have never offered documentation that these countries have seen a significant reduction in the number of injuries to children falling off of guards.
- 13) When ornamental guard railings are eliminated, the tendency will be to dress picket railings up with the placement of planters or furniture to cover the "jail-house" look. Once this happens, children will have additional items to climb increasing the hazard.

BILL NO. 16-18

ORDINANCE NO. 16.18

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTION 500.037 ADOPTING THE 2012 INTERNATIONAL BUILDING CODE TO PERMIT THE USE OF HORIZONTAL GUARDS OR RAILS ON RESIDENTIAL PREMISES

WHEREAS, the City desired to adopt the 2012 International Residential Code and make certain exceptions to that Code and did so in Ordinance 13.88 and now the City desires to amend the restriction prohibiting horizontal rails on single family dwellings with new matter inserted by adoption of this ordinance in bold face type:

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

Section 1. Section 500.037 is hereby repealed.

Section 1. There is hereby created a new section 500.037 said section to read as follows:

The 2012 International Residential Code is hereby amended as follows:

Section R101.1, Title: insert: "The City of Osage Beach."

Section R101.2, Scope: delete Exceptions 1 and 2.

Table R301.2(1):

1. Ground Snow Load: 20 psf;
2. Wind speed: 90;
3. Topographic Effects: No;
4. Seismic Design Category: B;
5. Weathering: severe;
6. Frost Line Depth: 24 inches;
7. Termite: Moderate to Heavy;
8. Winter Design Temp: 7° F.
9. Ice Barrier Underlayment: None;
10. Flood Hazards: June 21, 2011;
11. Air Freezing Index: 800;
12. Mean Annual Temp: 55° F.

Section R302.6, Dwelling/garage fire separation: delete in its entirety. Add: "All interior walls, ceilings

and supporting structures shall be separated by 5/8-inch Type X gypsum board or equivalent, applied to the garage side. Openings in garage walls shall comply with Section R302.5."

Table R302.6, Dwelling/garage separation: delete in its entirety.

Section R303.4, Mechanical ventilation: delete in its entirety and insert: "In dwellings of unusually tight construction, such as the use of insulated concrete forms or structural insulated panels, the dwelling shall be provided with whole-house ventilation in accordance with M1507.3."

Section R312.1, Guards: insert "**Except in single family dwellings**, required guards shall not be constructed with horizontal rails or other ornamental pattern resulting in a ladder effect."

Section R313.1, Townhouse automatic fire sprinkler systems: delete ". . .shall be installed in townhouses." Insert: ". . .may be installed in townhouses as per State of Missouri, Section 67.281 RSMo."

Section R313.2, One- and two-family dwellings automatic fire systems: delete: ". . .shall be installed in one- and two-family dwellings." Insert: ". . .may be installed in one- and two-family dwellings as per State of Missouri Section 67.281 RSMo."

Chapter 11, Energy Efficiency: delete in its entirety.

Section M1306.1, Appliance clearance: insert "M1306.2.1.1 Fuel-gas firebox. The firebox walls and ceiling of fuel-gas appliances shall be lined with 5/8-inch Type X gypsum board or equivalent. Seams shall be tight or shall be sealed with tape and joint compound or approved fire caulk."

Section M1306.2.1, Solid-fuel appliances: insert "M1306.2.1.1 Solid-fuel firebox and shaft. The fire box walls and chimney/flue shaft shall be lined with 5/8-inch Type X gypsum board or equivalent to the height of the roof sheathing/deck. Seams shall be tight or shall be sealed with tape and joint compound or approved fire caulking."

Section P2603.1, Sewer depth: insert "18 inches."

Section E3601.6.2, Service disconnect location: delete in its entirety. Add: "The service disconnecting means shall be installed in a readily accessible location outside of every building and structure. Each occupant shall have access to the disconnect serving the building, structure or space he or she occupies."

Appendix G, Swimming Pools, Spas and Hot Tubs, is hereby adopted as written.

Appendix H, Patio Covers, is hereby adopted as written.

Section 2. Severability.

The chapters, sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or otherwise invalid by the valid judgement or decree of any Court of any competent jurisdiction, such

unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the same would have been enacted by the Board of Aldermen without the incorporation in this ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

Section 3. Repeal of ordinances not to affect liabilities, etc.

Whenever any part of this ordinance shall be repealed or modified, either expressly or by implication, by a subsequent ordinance, that part of the ordinance thus repealed or modified shall continue in force until the subsequent ordinance repealing or modifying the ordinance shall go into effect unless therein otherwise expressly provided; but no suit, prosecution, proceeding, right, fine or penalty instituted, created, given, secured or accrued under this ordinance previous to its repeal shall not be affected, released or discharged but may be prosecuted, enjoined and recovered as fully as if this ordinance or provisions had continued in force, unless it shall be therein otherwise expressly provided.

Section 4. Upon final passage and approval of the Mayor or passage and approval over the Mayor's objections pursuant to Section 110.250 of this code this Ordinance shall be in full force on March 1, 2016.

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 16.18 was duly passed on _____.

Ayes: _____ Nays: _____
Abstentions: _____ Absent: _____

This Ordinance is hereby transmitted to the Mayor for her signature.

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 16.18.

Date

Penny Lyons, Mayor

ATTEST:

Diann Warner, City Clerk

Submission Date: February 8, 2016
Submitted By: Parks and Recreation Manager
Board Meeting Date: February 18, 2016

**City of Osage Beach
 BOARD OF ALDERMEN
 AGENDA ITEM SUMMARY SHEET**

Description of Item:

Bill 16.19 – Authorization to allow the Mayor to execute a contract with Commercial and Restaurant Equipment, Inc.

Names of Persons, Businesses, Organizations affected by this action:

City of Osage Beach Park visitors and patrons, equipment vendors, City staff

Why is Board Action Required?

Board approval required for purchases and payments equal to or greater than \$15,000 per Chapter 135. Article II. Purchasing, Procurement, Transfers, and Sales.

Type of Action Requested (Ordinance, Resolution, Motion):

Requesting first and second reading of Bill 16.19.

Are there any deadlines associated with this action?

No. Staff would like to proceed as soon as possible.

Budget Line / Source of Funds

	<u>Budgeted \$</u>	<u>Requested \$</u>
10-10-774203 Concession Equipment	\$20,000	\$17,339.09

Comments and Recommendation of Department:

Bids were opened on February 2, 2016 for the Walk-in Cooler/Freezer for Osage Beach City Park. The apparent low bidder is Commercial Restaurant Equipment Inc. (CARE) from Camdenton, MO. There were a total of five bidders for this project as shown on the attached bid tab.

CARE's bid was \$17,339.09. The budgeted amount for this project is \$20,000 (10-10-774203). CARE has been very accommodating throughout the bid process and has met with

us on site several times including the pre-bid meeting. Three references were listed and all three were contacted with favorable results.

The Parks and Recreation Department recommends approval.

City Administrator Comments and Recommendation:

Concur with the Parks and Recreation Manager's recommendation.

BILL NO. 16-19

ORDINANCE NO. 16.19

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH COMMERCIAL AND RESTAURANT EQUIPMENT, INC. TO PROVIDE A WALK IN COOLER AND INSTALLATION OF SAME

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, AS FOLLOWS, WIT:

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with Commercial and Restaurant Equipment, Inc. substantially under the terms set forth in the form attached hereto as ("Exhibit A").

Total expenditures or liability authorized under this contract shall not exceed seventeen thousand three hundred thirty nine and 09/100 dollars (\$17,339.09).

Section 2. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Contract.

Section 3. This Ordinance shall be in full force and effect from date of passage and approval by the Mayor.

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 16.19 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: _____ Nays: _____
Abstain: _____ Absent: _____

This Ordinance is hereby transmitted to the Mayor for her signature.

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 16.19.

Date
ATTEST:

Penny Lyons, Mayor

Diann Warner, City Clerk

EXHIBIT A

**CONTRACT WALK-IN COOLER/FREEZER PURCHASE AND INSTALLATION
OSAGE BEACH, MISSOURI**

This Agreement is made and entered into this _____ day of _____, 2016, by and between the City of Osage Beach, Missouri, hereinafter referred to as "City" and Commercial and Restaurant Equipment Inc. hereinafter referred to as "Company".

WITNESSETH:

WHEREAS, City heretofore submitted a request for bids Walk-In Cooler/Freezer Purchase and Installation at the city park; and;

WHEREAS, specifications for walk in cooler freezer purchase and installation were prepared by the City and became a part of the bid request package, and;

WHEREAS, Company was selected as the lowest and best bid and awarded the bid for walk-in cooler/freezer purchase and installation, and;

WHEREAS, the parties desire to enter into an agreement setting forth their respective rights, responsibilities and obligations.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed by and between the parties as follows:

1. Maintenance Service. Company agrees to deliver and install Walk-In Cooler/Freezer pursuant to all the terms conditions and specifications incorporated in the Invitation for Bids and Bid Forms as set out those documents attached hereto as Exhibit A.

2. Licenses and Insurance Requirements. Company shall hold a current contractor's license with the City. Company shall provide a certificate of insurance showing details of coverage for comprehensive general liability, comprehensive automobile liability, workers' compensation and employers' liability.

3. Failure to Fulfill Requirements. If Company fails to fulfill the requirements set forth in this Agreement or the City is not satisfied with the quality of service, the City may terminate this Agreement upon giving a thirty (30) day written notice to Company.

4. Period of Contract. This Agreement shall run from the date executed and the Company will perform its obligations here under by April 15, 2016. Any and all warranties and ongoing obligations set out in Exhibit A shall survive this completion date.

5. Contract Payment. Upon successful completion and installation to the satisfaction of the City the city shall pay to the Company the contract sum on \$17,339.09.

Walk-In Cooler/Freezer Contract
Page 2

6. Binding Effect. This Agreement shall be binding upon the parties hereto, their respective heirs, successors and assigns. This Agreement may not be assigned by Company without the express written consent of City. The City reserves the right to accept or reject any personnel assigned by the company to perform the services under this contract. Either party may terminate this agreement upon a thirty day written notice.

7. Indemnity and Hold Harmless.

Company shall protect, indemnify and hold harmless the City from any and all claims, for any loss, damage or injuries sustained by any person or entity which may arise out of any work performed or actions taken pursuant to this contract.

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

City of Osage Beach, Missouri

By: _____

Penny Lyons, Mayor

Date: _____

Attest:

City Clerk

Company: Commercial and Restaurant
Equipment Inc.

By: _____

Its _____

Date: _____

City of Osage Beach
IFB BID FORM
Walk-In Cooler

Diann Warner
City Clerk
City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065

Commercial and Restaurant
SUBMITTED BY: Equipment Inc.
Company Name
DATE SUBMITTED: 2/2/2016

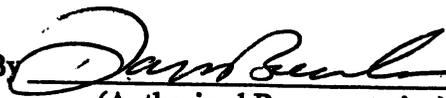
Specifications, including warranty details – (attach additional sheets, brochure, and/or pictures (optional) for additional clarification):

Item	Total
Walk-In Combination Cooler Freezer	\$8426.47
Cooler Refrigeration System	\$2599.30
Freezer Refrigeration System	\$2813.32
Installation	\$3500.00
Total	\$17,339.09

Description of bidder's recent experience in providing the materials and services detailed in this IFB, references and/or any additional information relative in the ability to supply and/or perform stated materials and/or services – (attach additional sheet(s) if necessary):

Pursuant to and in accordance with the above stated IFB, the undersigned hereby declares that they have examined the IFB documents and specifications for the Walk In Cooler IFB. The undersigned proposes and agrees, if their bid is accepted, to furnish the materials and services described in the IFB documents.

Commercial and Restaurant
Company Equipment Inc.

By 

Address PO Box 2005 Camdenton MO, 65020

(Authorized Representative)
Dave Boeckman, President
(Print or type name and title)

Phone 573-346-2912

Email dave@caresands.com

FAX 573-346-4230

Date 2/2/2016

Parks Department - Walk-in Cooler/Freezer IFB Summary
Cost Summary

	Walk-in Combo	Cooler system	Freezer system	Installation	Total
Commercial and Restaurant Equipment Inc. Camdenton, MO	\$8,426.47	\$2,599.30	\$2,813.32	\$3,500.00	
Total Bid					\$17,339.09
Storecraft Refrigeration Camdenton, MO	\$11,387.99	\$2,688.11	\$2,744.78	\$4,100.00	
Total Bid					\$20,920.88
Wally's Refrigeration Osage Beach, MO	\$10,150.00	\$2,570.00	\$3,122.00	\$6,652.00	
Total Bid					\$22,494.00
Ford Hotel Supply Columbia, MO	\$8,905.00	\$4,067.13	\$4,403.26	\$5,280.00	
Total Bid					\$22,655.39
Wall's HVAC Service LLC. Brumley, MO	\$11,800.00	\$3,000.00	\$2,600.00	\$8,400.00	
Total Bid					\$25,800.00

Submission Date: February 11, 2016

Submitted By: City Administrator

Board Meeting Date: February 18, 2016

**City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET**

Description of Item:

Discussion on insurance requirements and limits for contractors and other third parties agreements/contracts.

Names of Persons, Businesses, Organizations affected by this action:

City of Osage Beach staff, vendors, contractors, citizens

Why is Board Action Required?

Discussion was requested at the January 21, 2016 Board meeting.

Type of Action Requested (Ordinance, Resolution, Motion):

Discussion and direction requested.

Are there any deadlines associated with this action?

No.

Budget Line / Source of Funds

Not Applicable.

City Administrator Comments and Recommendation:

At the January 21, 2016 Board meeting insurance requirements and limits were discussed during the request to approve a janitorial contract. Concerns were brought up that the current limits required by the City weren't sufficient.

The City's insurance provider is MPR (Midwest Public Risk). Attached is information provided by MPR that is used to assist the City in the practice of applying insurance limits and requirements to transfer risks to our contractors and other third parties. It addresses recommended minimum levels of insurance, naming as insured, suggested insurance specifications, along with exceptions.

For contractors, those required to have a contractor's license with the City (construction activities of concrete, drywall, excavating, electric, etc.), the limits of insurance as recommended by MPR are applied. The minimum requirements per Section 605.030.F. of the City Code for issuance of a contractor's license are also met. Section 605.030.F. was amended and adopted by the Board on October 1, 2015. In most cases, construction contracts have limits in excess of the minimums recommended by MPR and as listed in Section 605.030.F. in addition to umbrella coverage. Contracts involving grants through MoDOT and FAA, for example, are vetted through those agencies as well to ensure their minimum requirements are met and/or our requirements are acceptable for their acceptance.

For other third party agreements/contracts the City at times utilizes MPR's listed modified specifications based on types of activities applicable to an industry. This allows certain activities and services to be performed by third parties within allowable parameters of insurance. For example, if activity performed by a third party is low and risk is minimal, utilizing the modified specifications may potentially keep cost low for the City.

The City utilizes over 75 third parties to perform a variety of services that are not all created equal in activity, risk, cost, or occurrence. A few of these include; electric, plumbing, HVAC, elevator, and other equipment repair services, audit services, janitorial services, landscaping, court judge, court reporting, medical director, banking services, computer and software repair and maintenance, vehicle repair and service, towing service, trash service. Utilizing assistance from MPR in evaluating our risk based on said services is appropriate for us as a governmental agency.

MPR's Insurance Requirements for Third Parties list several factors which must be considered in evaluating the requirements for third parties and based on activity, level of risk, cost, and duration, modifications may be made where necessary.

It is my recommendation that Section 605.030 remain unchanged as amended and adopted by the Board in October 2015 and staff, with the assistance of our insurance provider, Midwest Public Risk, will continue to evaluate each third party agreement/contract based on activity, level of risk, cost, and duration to determine appropriate insurance requirements.



Member owned. Member focused.

Midwest Public Risk
 19400 E Valley View Parkway
 Independence, MO 64055
 (816) 292-7500

Insurance Requirements for Third Parties

As a Member of MPR, we share in one another's risks, so we have an obligation to other members to reduce risks when possible. Some risks can be addressed entirely by establishing internal controls, but other risks involve third parties. It is necessary to transfer risks to the third parties when applicable. This practice requires the other party to assume some of your entity's liability arising out of the activity in question.

Risk transfer is a proven and effective practice used to manage risk. The transfer of risk is accomplished by requiring third parties to protect themselves and your entity against claims arising from their services, products, or the utilization of your facilities. Considering the fact that your entity has little or no control over the liabilities created by these groups, it is very important to take precautions.

The following activities should be incorporated into your entity's regular procedures for dealing with third parties. These practices include:

Request for Proposals, Bid Specifications and Contracts

- Your entity's standard requests for proposal, bid specifications, and contracts should contain a description of the required insurance. Provisions that should be met or provided before a contract may be awarded should include:
 - A certificate of insurance;
 - A hold harmless and indemnification agreement;
 - General liability policies for contractors should include coverage for operations, products and completed operations;
 - General liability policies involving contractors should include a per project aggregate;
 - Notifications of cancellation within 30 days;
 - Explosion, collapse and underground (X.C. & U.) coverage should not be excluded if applicable

Named As Insured

It is considered prudent to require a third party to name your entity as an insured through their policy if the applicable activity may involve interaction with the public or if another's property may be affected. This provides a level of protection for your entity from the third party's errors – which you have little or no control over. Examples include but are not limited to construction projects and festivals.

If the nature of the activity in question involves an interaction only between your entity and a third party, you may be best served by not asking to be named as an insured on the third party's coverage in most cases. An example could be when an electrician will be performing repair services on your property. In this case should your entity be named as

an insured on the electrician's policy and their actions resulted in a loss, you may have difficulty recovering for those losses since you, in a sense, "share" the policy.

Suggested Insurance Specifications

When drafting insurance specifications, several factors must be considered. These include:

- What type of activities will take place during the term of the contract or event?
- What is the duration of the contract or event?
- Who could be harmed by these activities?
- Are unsupervised crowds likely to be involved?
- What property could be damaged? How severely?
- What is the maximum likely loss for each activity?
- Is there a possible pollution exposure?
- Does the contract involve professional services such as architects, engineers, consultants, medical professionals or attorneys?
- How likely is it that your entity would be named as a defendant?

Limits of Insurance

Members should make every effort to acquire the following minimum levels of insurance. Most activities involving third parties will require these limits. There are some exceptions, which are described on the following pages of this Advisory.

Comprehensive General Liability:

Minimum limit \$2,000,000 combined single limit for bodily injury and property damage per occurrence.

Comprehensive Automobile Liability:

If applicable, \$2,000,000 combined single limit.

Workers' Compensation: If applicable, statutory requirements.

Employers' Liability: If applicable, \$1,000,000 each employee, 1,000,000 each accident and \$1,000,000 policy limit.

Limits of Insurance - EXCEPTIONS

The following options should be utilized ONLY if it is established there are no third parties available to perform the desired service with the recommended limits of insurance previously described. All of the following criteria for the "Type of Activity" should be met before an exception is utilized. If the criteria cannot be met, the insurance limits previously described should apply. Also, the following exceptions do not remove the need to obtain a certificate of insurance, obtain a hold harmless and indemnification agreement, be named as an insured if warranted, and require notification of policy cancellation within 30 days.

Type of Activity	Modified Specifications
<p><u>Low Risk Activity</u> (Such as office supply contracts, on-site equipment maintenance, janitorial service, one time use of facilities by groups, delivery services, catering, etc.)</p> <p>Duration of activity less than 1 year Contract less than \$30,000 No involvement with unsupervised crowds No pollution considerations No professional services</p>	<p><i>Comprehensive General Liability:</i> Minimum limit \$1,000,000 combined single limit for bodily injury and property damage.</p> <p><i>Comprehensive Automobile Liability:</i> If applicable, \$1,000,000 combined single limit. Workers' Compensation: If applicable, Statutory requirements.</p> <p><i>Employers' Liability:</i> If applicable, \$500,000 each employee, \$500,000 each accident and \$500,000 policy limit.</p>
<p><u>Moderate Risk – Short Term Activity</u> (Such as tree maintenance, plumbing, movers, remodeling, painting, etc.)</p> <p>Duration of activity less than 5 business days Contract less than \$15,000 No involvement with unsupervised crowds No pollution considerations No professional services</p>	<p><i>Comprehensive General Liability:</i> Minimum limit \$1,000,000 combined single limit for bodily injury and property damage.</p> <p><i>Comprehensive Automobile Liability:</i> If applicable, \$1,000,000 combined single limit. Workers' Compensation: If applicable, Statutory requirements.</p> <p><i>Employers' Liability:</i> If applicable, \$500,000 each employee, \$500,000 each accident and \$500,000 policy limit.</p>

Limits of Insurance – ADDITIONAL COVERAGE

The options listed below are strongly recommended as these types of activities present a greater degree of exposure. The following exceptions do not remove the need to obtain a certificate of insurance, obtain a hold harmless and indemnification agreement, be named as an additional insured, and require notification of policy cancellation within 30 days.

Type of Activity	Additional Specifications
<p><i><u>Environmental Risk</u> (Such as asbestos related work, hazardous chemicals and waste, etc.)</i> <i>Remember, there is a pollution exclusion in the MPR Membership Insuring Agreement.</i></p>	<p>Traditional comprehensive general liability and automobile liability policies are likely insufficient. Contact MPR for assistance in assessing the need for a Pollution Policy.</p>
<p><i><u>Professional Services</u> (Such as engineers, architects, consultants, attorneys, medical professionals, etc.)</i></p>	<p>Traditional comprehensive general liability policies are likely insufficient and E & O insurance is needed. Contact MPR for assistance in assessing insurance needs.</p>
<p><i><u>Construction Projects</u> (Such as building new facilities, new infrastructure, major additions and modifications, etc.)</i></p>	<p>Traditional comprehensive general liability policies are likely insufficient. Special insurance coverage unique to this type of activity may be required. Contact MPR or for assistance in assessing insurance needs.</p>
<p><i><u>Airport Exclusion</u> (Such as with Fixed Base Operators, airport maintenance, etc.)</i> <i>Remember, there is an exclusion in the MPR Membership Insuring Agreement for claims resulting from the operation of an airport.</i></p>	<p>Traditional comprehensive general liability and automobile liability policies are likely insufficient. Contact MPR for assistance in assessing this type of insurance need.</p>

REMEMBER TO SAVE COPIES OF ALL PAPERWORK ISSUED AND RECEIVED!

BILL NO. 15-80

ORDINANCE NO. 15.80

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTION 605.030 BY ADDING ONE NEW SUBSECTION "F" REQUIRING THAT ANY APPLICANT FOR A CONTRACTOR LICENSE PRODUCE PROOF OF GENERAL LIABILITY INSURANCE

WHEREAS, maintenance of and proof of general liability insurance for all contactors will aid in the prompt disposition of claims for damage and protect the public from uninsured losses.

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

Section 1. That currently existing Section 605.030 is hereby amended to add a new section 605.030 F. to read as follows:

F. No license as a contractor shall be issued to any firm, person or corporation without proof of general liability insurance in the form of a Certificate of Insurance providing for limits of not less than three hundred thousand dollars for a single incident (\$300,000.00). Said coverage shall be kept in full force and effect for the duration of the contractor license.

Section 2. Severability.

The chapters, sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or otherwise invalid by the valid judgement or decree of any Court of any competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the same would have been enacted by the Board of Aldermen without the incorporation in this ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

Section 3. Repeal of ordinances not to affect liabilities, etc.

Whenever any part of this ordinance shall be repealed or modified, either expressly or by implication, by a subsequent ordinance, that part of the ordinance thus repealed or modified shall continue in force until the subsequent ordinance repealing or modifying the ordinance shall go into effect unless therein otherwise expressly provided; but no suit, prosecution, proceeding, right, fine or penalty instituted, created, given, secured or accrued under this ordinance previous to its repeal shall not be affected, released or discharged but may be prosecuted, enjoined and recovered as fully as if this ordinance or provisions had continued in force, unless it shall be therein otherwise expressly provided.

Section 4. Upon final passage and approval of the Mayor or passage and approval over the Mayor's objections pursuant to Section 110.250 of this code this Ordinance shall be in full force and effect from and after January 1, 2016.

READ FIRST TIME: September 17, 2015

READ SECOND TIME: October 1, 2015

I hereby certify that the above Ordinance No. 15.80 was duly passed on October 1, 2015.

Ayes:	6	Nays:	0
Abstentions:	0	Absent:	0

This Ordinance is hereby transmitted to the Mayor for her signature.

October 1, 2015
Date



 Diann Warner, City Clerk

Approved as to form:



 Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 15.80.

October 1, 2015
Date



 Penny Lyons, Mayor

ATTEST:



 Diann Warner, City Clerk



Submission Date: February 8, 2016
Submitted By: Parks and Recreation Manager
Board Meeting Date: February 18, 2016

**City of Osage Beach
 BOARD OF ALDERMEN
 AGENDA ITEM SUMMARY SHEET**

Description of Item:

This is a request to reject all bids from the recent Park Entrance LED Sign IFB opening.

Names of Persons, Businesses, Organizations affected by this action:

City of Osage Beach Park visitors and patrons, sign vendors, City staff

Why is Board Action Required?

Board required to reject bids per Chapter 135. Article II. Purchasing, Procurement, Transfers, and Sales.

Type of Action Requested (Ordinance, Resolution, Motion):

Motion to reject all bids from the recent Park Entrance LED Sign IFB opening.

Are there any deadlines associated with this action?

No. Staff would like to re-bid as soon as possible.

Budget Line / Source of Funds

N/A

Comments and Recommendation of Department:

The Parks Department recently concluded an Invitation For Bid (IFB) process for the budgeted LED Entrance Sign at City Park. The IFB packet did not specify the requests for install to be included. Our original intent was to install in-house. Some vendors supplied install information, some did not. Upon reviewing the bids it was determined that many installed prices were reasonable; therefore, staff would like to rebid to include specifics on installation by the vendor.

The budgeted amount for this project is \$35,000 and \$4,220 has already been spent on Ameren providing electric service.

The Parks and Recreation Department recommends approval.

City Administrator Comments and Recommendation:

Adding a service to this project changes the scope of the original IFB, therefore rebidding is necessary. The cost of rebidding is minimal.

Concur with the Parks and Recreation Manager's recommendation.

Parks Department - Entrance LED Sign IFB Summary

Cost Summary

	LED Specs			Cabinet Specs			Pedestal Specs			Warranty	Price	
	Height	Width	Depth	Height	Width	Depth	Height	Width	Depth			
Midstate Signs												
Eldon, MO	3'5"	8'9"	18"	6'2"	8'9"	18"	8'	3'3"	12"	Lifetime warranty on material and workmanship.	Delivery	\$275
	"Watchfire" - double sided			Minimum of 90 mph wind load			Any details included (arrow, etc.)			LED=5-year warranty on parts	Lighted Panel	\$4,635
*References provided	19mm Color - 6 lines										LED	\$24,016
	Broadband wireless connection from any data or wi-fi connection										Tech Assist	\$1,500
											Install	\$2,512
											Final Hookup	\$1,000
Total Bid (Uninstalled)											\$31,426.00	
Total Bid (Installed)											\$32,163.00	
	LED Specs			Cabinet Specs			Pedestal Specs			Warranty	Price	
	Height	Width	Depth	Height	Width	Depth	Height	Width	Depth			
Stewart Signs												
Sarasota, FL	3'8"	8'	12"	6'	8'	12"	8'	3'3"	12"	Lifetime warranty on structure and faces.	Delivery	\$796
	"Tekstar" - double sided			120 mph wind load			Arrow plus address decals included			LED=5-year warranty (responsible for parts)	Sign	\$24,310
*References provided	20 mm - 6 lines										Install	\$4,000
*Prevailing wage included	Broadband wireless connection from any data or wi-fi connection											
Total Bid (Uninstalled)											\$25,106.00	
Total Bid (Installed)											\$29,106.00	
	LED Specs			Cabinet Specs			Pedestal Specs			Warranty	Price	
	Height	Width	Depth	Height	Width	Depth	Height	Width	Depth			
The Sign Source, LLC												
Osage Beach, MO	3'7"	7'10"	24-30"	6'2"	8'9"	24-30"	8'	3'3"		Lifetime warranty on structure and polycarbonate faces.	Sign	\$27,530
	Pylon - double sided			Minimum of 90 mph wind load			Any details included (arrow, etc.)			LED=5-year warranty, 2-year labor warranty		
*References provided	20mm Color - 6 lines											
	Controlled from a desktop PC.											
Total Bid (Uninstalled)											\$27,530.20	
Total Bid (Installed)											\$27,530.20	
	LED Specs			Cabinet Specs			Pedestal Specs			Warranty	Price	
	Height	Width	Depth	Height	Width	Depth	Height	Width	Depth			
Advanced Lighting Service												
Maryland Heights, MO	3'4"	7'6"	12"	3'7"	7'9"	8"	8'	3'3"	12"	?	Sign	\$27,550
	"LED Craft" - double sided			mph wind load			Arrow plus address decals included			LED=5-year "Gold" warranty	Install	
*No references provided	16 mm - 8 lines											
	Included wireless PC control (WI-FI only)											
Total Bid (Uninstalled)											\$27,550.00	
Total Bid (Installed)											\$27,550.00	
	LED Specs			Cabinet Specs			Pedestal Specs			Warranty	Price	
	Height	Width	Depth	Height	Width	Depth	Height	Width	Depth			
Missouri Neon Company												
Springfield, MO	4'2.4"	8'4.8"	12"	6'2.2"	8'4.8"	8"	8"	Pipe Centermount	?	Lifetime warranty on structure and polycarbonate faces.	Sign	\$28,645
	"LED Craft" - double sided			120 mph wind load			Arrow plus address decals			LED=5-year "Gold" warranty	Install	
*References provided	20mm -											
*Prevailing wage included	Cradle-point router thru Verizon for \$20.00/month											
Total Bid (Uninstalled)											\$28,645.20	
Total Bid (Installed)											\$28,645.20	

Submission Date: February 3, 2016
Submitted By: Public Works Director
Board Meeting Date: February 18, 2016

**City of Osage Beach
 BOARD OF ALDERMEN
 AGENDA ITEM SUMMARY SHEET**

Description of Item:

Authorization for the purchase of lift station pumps and parts for three lift station for the total amount of \$146,421.

Names of Persons, Businesses, Organizations affected by this action:

Staff, citizens and visitors to Osage Beach

Why is Board Action Required?

Board approval required for purchases and payments equal to or greater than \$15,000 per Chapter 135. Article II. Purchasing, Procurement, Transfers, and Sales.

Type of Action Requested (Ordinance, Resolution, Motion):

Motion to approve purchase of lift station pumps and parts for three lift station for the total amount of \$146,421.

Are there any deadlines associated with this action?

No

Budget Line / Source of Funds

	<u>Budgeted \$</u>	<u>Requested \$</u>
35-00-773114 Lift Station Improvements	\$906,462	\$62,583
35-00-773115 LS Prewitt Point	\$100,000	\$17,972
35-00-773191 30-06 LS and FM Upgrade	\$105,000	\$65,896

Comments and Recommendation of Department:

This purchase is for the replacement of pumps, control panel and appurtenances for

22-4 (Bluff Drive), Prewitt Point, 30-01, and 30-06 lift stations. The City has standardized around ABS/Sulzer pumps. Municipal Equipment is the authorized manufacturer's representative for this area.

Municipal Equipment was asked to provide quotes for these stations and they are attached. Staff recommends the purchase be made from Municipal Equipment Company in the amount of \$145,421.

The account breakdown is as follows:

35-00-773114 Lift Station Improvements (22-4 - Bluff Drive)	\$62,583
35-00-773115 LS Prewitt Point	\$17,942
35-00-773191 30-06 LS and FM Upgrade (30-01 \$17,972 & 30-06 \$47,954)	\$65,896

During the budgeting and planning process, it was anticipated that the work would be performed by contractor. This work will be performed by Sewer Department staff and additional miscellaneous items will be required to complete the work which will be charged to their respective accounts. However, it is anticipated that the overall projects will be under budget.

City Administrator Comments and Recommendation

Concur with the Public Works Director's recommendation.



QUOTATION

TO: Eric Hibdon
City of Osage Beach

DATE: January 27, 2016

PROJECT: Osage Beach, MO
Bluff Drive Lift Station

Dear Sir,

We are pleased to offer the following for your consideration:

- Three (3) Sulzer model XFP100G CB1 PE210/4 submersible pumps with 28 horsepower, 1780 RPM, 460 volt, 3 phase motors and 49' power/control cable
- Three (3) Guide rail base assemblies with 4" outlet and stainless steel hardware
- Three (3) 2" x 20' stainless steel guide rail pipes
- Three (3) Stainless steel upper guide rail brackets
- Three (3) Stainless steel pump lifting chain assemblies
- Two (2) Stainless steel cable holders
- Five (5) Float switches with 40' cable
- One (1) ECC triplex control panel with Osage Beach standard items

PRICE ...\$ 62,583.00

Should you have any questions or comments, please feel free to call.

Sincerely,

A handwritten signature in black ink that reads "Derrick Brandt". The signature is written in a cursive, flowing style.

Derrick Brandt



QUOTATION

TO: Eric Hibdon
City of Osage Beach

DATE: January 27, 2016

PROJECT: Osage Beach, MO
Prewitt Point Lift Station

Dear Sir,

We are pleased to offer the following for your consideration:

- Two (2) Sulzer model XFP100E CB1.4 PE90/4 submersible pumps with 14 horsepower, 1780 RPM, 460 volt, 3 phase motors and 49' power/control cable
- Two (2) Guide rail base assemblies with 4" outlet and stainless steel hardware
- Two (2) 2" x 20' stainless steel guide rail pipes
- Two (2) Stainless steel upper guide rail brackets
- Two (2) Stainless steel pump lifting chain assemblies
- One (1) Stainless steel cable holder
- Four (4) Float switches with 40' cable
- One (1) Sulzer duplex control panel with Osage Beach standard items

PRICE ...\$ 17,942.00

Should you have any questions or comments, please feel free to call.

Sincerely,

A handwritten signature in cursive script that reads 'Derrick Brandt'.

Derrick Brandt



QUOTATION

TO: Eric Hibdon
City of Osage Beach

DATE: January 27, 2016

PROJECT: Osage Beach, MO
30-01 Lift Station

Dear Sir,

We are pleased to offer the following for your consideration:

- Two (2) Sulzer model XFP100E CB1.2 PE105/4 submersible pumps with 14 horsepower, 1780 RPM, 460 volt, 3 phase motors and 49' power/control cable
- Two (2) Guide rail base assemblies with 4" outlet and stainless steel hardware
- Two (2) 2" x 20' stainless steel guide rail pipes
- Two (2) Stainless steel upper guide rail brackets
- Two (2) Stainless steel pump lifting chain assemblies
- One (1) Stainless steel cable holder
- Four (4) Float switches with 40' cable
- One (1) Sulzer duplex control panel with Osage Beach standard items

PRICE ...\$ 17,942.00

Should you have any questions or comments, please feel free to call.

Sincerely,

A handwritten signature in cursive script that reads 'Derrick Brandt'.

Derrick Brandt



QUOTATION

TO: Eric Hibdon
City of Osage Beach

DATE: January 27, 2016

PROJECT: Osage Beach, MO
30-06 Lift Station

Dear Sir,

We are pleased to offer the following for your consideration:

- Two (2) Sulzer model XFP100G CB1 PE210/4 submersible pumps with 28 horsepower, 1780 RPM, 460 volt, 3 phase motors and 49' power/control cable
- Two (2) Guide rail base assemblies with 4" outlet and stainless steel hardware
- Two (2) 2" x 20' stainless steel guide rail pipes
- Two (2) Stainless steel upper guide rail brackets
- Two (2) Stainless steel pump lifting chain assemblies
- One (1) Stainless steel cable holders
- Four (4) Float switches with 40' cable
- One (1) ECC duplex control panel with Osage Beach standard items

PRICE ...\$ 47,954.00

Should you have any questions or comments, please feel free to call.

Sincerely,

A handwritten signature in black ink that reads "Derrick Brandt".

Derrick Brandt

Submission Date: February 9, 2016
Submitted By: Assistant City Administrator
Board Meeting Date: February 18, 2016

**City of Osage Beach
 BOARD OF ALDERMEN
 AGENDA ITEM SUMMARY SHEET**

Description of Item:

Authorization to approve the purchase of an additional module for a paperless service, Tyler Output Processor Server, from our current INCODE programs provider Tyler Technologies in the amount of \$3,750 with an annual maintenance service fee of \$688.

Names of Persons, Businesses, Organizations affected by this action:

City Staff, Citizens, and Vendor

Why is Board Action Required?

Board approval required for purchases and payments equal to or greater than \$15,000 per Chapter 135. Article II. Purchasing, Procurement, Transfers, and Sales.

Type of Action Requested (Ordinance, Resolution, Motion):

Motion to approve purchase of the Tyler Output Processor Server from Tyler Technologies.

Are there any deadlines associated with this action?

No.

Budget Line / Source of Funds

	<u>Budgeted \$</u>	<u>Requested \$</u>
10-19-733610 Maintenance/Support Services	\$131,000	\$688
10-19-774250 Computer Software	\$26,750	\$3750

Comments and Recommendation of Department:

Right at the end of 2015, Tyler Technologies approached us with a paperless option for City Staff, Citizens, and Vendors to use. The City has a huge investment in Tyler Technologies Incode product and the addition of this module would allow us to provide

paystubs, utility bills, venter invoices, and much more via email. This is a relatively inexpensive product when compared with the savings in employee time and the purchase of paper and card stock in the future.

City Administrator Comments and Recommendation

This is not a budgeted item, however, overall we expect to see savings in other supplies and employee time due to the use of this module. If savings within the specific line items stated above are not seen throughout the year an adjustment to the budget may be needed by year end.

Concur with the Assistant City Administrator's recommendation.



Proposal - Tyler Output Processor

Local Government Division

Presented to:

Mike Welty
Assistant City Administrator
City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065-3058
(573) 302-2000
mwelty@osagebeach.org

Proposal date:

December 11, 2015

Submitted by:

Robin Reeves
(800) 646-2633
robin.reeves@tylertech.com

Tyler Technologies
Local Government Division
5519 53rd Street
Lubbock, Texas 79414

Investment Summary
Mike Welty
City of Osage Beach
December 11, 2015



Investment Breakdown

Proposal Valid for 120 days

Software	Investment	Annual Fees
License Fees (Existing Customer)	2,750	688
	2,750	688
Professional Services	Investment	
Implementation Services (Existing Customers)	1,000	
	1,000	
Project Total	3,750	688

Tyler will invoice Client for the License Fees listed above upon delivery of the software.

Maintenance Fees listed above will be invoiced upon ninety (90) days of delivery and annually thereafter on the anniversary of that date

All payment terms are net thirty (30) days

Software Licenses
 Mike Welty
 City of Osage Beach
 December 11, 2015



Application Software	QTY	Hours	License Fee	Estimated Services	Annual Maintenance
Incode Content/Document Management Suite			2,750	1,000	688
Tyler Output Processor Tyler Output Processor Server (Base Top Engine, Print Output Channel, Tyler Content Management Output Channel, Email Output Channel)	2,750	8			
Incode Application Subtotal		8	2,750	1,000	688
Application and System Software Total		8	2,750	1,000	688

Submission Date: February 4, 2016

Submitted By: Police Chief

Board Meeting Date: February 18, 2016

**City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET**

Description of Item:

Motion to approve participation in MODOT's Traffic and Highway Safety Division's Highway Traffic Safety Program.

Names of Persons, Businesses, Organizations affected by this action:

City of Osage Beach, Osage Beach Police Department and the Missouri Department of Transportation.

Why is Board Action Required?

Board approval requested by MODOT's Traffic and Highway Safety Division for participation in the Highway Traffic Safety Program.

Type of Action Requested (Ordinance, Resolution, Motion):

Motion to approval participation.

Are there any deadlines associated with this action?

March 1, 2016

Budget Line / Source of Funds

N/A

Comments and Recommendation of Department:

This form is required for the City to receive grant monies from the Missouri Department of Transportation's Traffic and Highway Safety Division for overtime traffic enforcement. We have been participating in this program for several years. The grant covers overtime expenses.

City Administrator Comments and Recommendation:

Concur with the Police Chief's recommendation.



Traffic and Highway Safety Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

CITY COUNCIL AUTHORIZATION

On February 18, 2016 the Council of Osage Beach
_____ held a meeting and discussed the City's participation
in Missouri's Highway Safety Program.

It is agreed by the Council that the City of Osage Beach
_____ will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the financial assistance available under the Missouri Highway Safety Program for Traffic Enforcement and report back to the Council his/her recommendations. When funding through the Highway Safety Division is no longer available, the local government entity agrees to make a dedicated attempt to continue support for this traffic safety effort.

Council Member

Mayor

Submission Date: February 15, 2016
Submitted By: Public Works Director
Board Meeting Date: February 18, 2016

**City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET**

Description of Item:

Bill 16.20 – Authorization for the Mayor to terminate Construction Contract OB16-002 with Utility Service Co., Inc. for the Swiss Village Water Tower Repaint.

Names of Persons, Businesses, Organizations affected by this action:

Staff, citizens and visitors to Osage Beach City Hall.

Why is Board Action Required?

Board approval required for purchases and payments over \$15,000 per Chapter 135. Article II. Purchasing, Procurement, Transfers, and Sales.

Type of Action Requested (Ordinance, Resolution, Motion):

Requesting first and second readings of Bill 16.20.

Are there any deadlines associated with this action?

Yes. Termination is needed in order to move forward with the next bidder.

Budget Line / Source of Funds

Not Applicable.

Comments and Recommendation of Department:

Bids were opened on January 6, 2016 for the Swiss Village Water Tower Repaint. There were two bidders. The apparent low bidder is Utility Service Co., Inc. and the board awarded the contract to Utility Service Co., Inc. January 21, 2016.

However, the City has received a letter from Utility Service Co., Inc. stating they would like to withdraw the contract with the City. Utility Service Co., Inc. made an error in their bid and they are unable to perform to the terms of the contract.

The Public Works Department recommends termination of this contract in order to move forward with the second bidder.

City Administrator Comments and Recommendation:

Concur with Public Works Director's recommendation.

BILL NO. 16-20

ORDINANCE NO. 16.20

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, TERMINATING CONSTRUCTION CONTRACT OB16-002 FOR THE SWISS WATER TOWER REPAINT

WHEREAS, Utility Service Company, Inc. notified the City they are unable to fulfill the requirements of Construction Contract OB16-002 for the Swiss Village Water Tower Repaint; and

WHEREAS, Utility Service Company, Inc. withdrew their bid for the Swiss Village Water Tower Repaint Project.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, AS FOLLOWS, TO WIT:

Section 1. The Board of Aldermen hereby terminates Construction Contract OB16-002 for the Swiss Water Tower Repaint with Utility Service Co., Inc.

Section 2. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance.

Section 3. This Ordinance shall be in full force and effect from and after the date of passage and approval by the Mayor.

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 16.20 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: _____ Nays: _____
Abstain: _____ Absent: _____

This Ordinance is hereby transmitted to the Mayor for her signature.

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 16.20.

Date

Penny Lyons, Mayor

ATTEST:

Diann Warner, City Clerk

Submission Date: February 15, 2016

Submitted By: Public Works Director

Board Meeting Date: February 18, 2016

**City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET**

Description of Item:

Bill 16.21 – Authorization to allow Mayor to execute Construction Contract OB16-002 with TMI Coatings, Inc. for the Swiss Village Water Tower Repaint.

Names of Persons, Businesses, Organizations affected by this action:

City of Osage Beach staff, contractors, citizens

Why is Board Action Required?

Board approval required for purchases and payments over \$15,000 per Chapter 135. Article II. Purchasing, Procurement, Transfers, and Sales.

Type of Action Requested (Ordinance, Resolution, Motion):

Requesting first and second reading of Bill 16.21.

Are there any deadlines associated with this action?

Yes. We need the water tower painted and back online by Memorial Day.

Budget Line / Source of Funds

	<u>Budgeted \$</u>	<u>Requested \$</u>
30-00-774269 Tower & Well Improvements (D&R)	\$482,500	\$376,600

Comments and Recommendation of Department:

Bids were opened on January 6, 2016 for the Swiss Village Water Tower Repaint. The apparent low bidder is Utility Service Co., Inc. The board awarded the contract to Utility Service Co., Inc. January 21, 2016. The City has received a letter from Utility Service Co., Inc. stating they would like to withdraw the contract with the City. Utility Service

Co., Inc. made an error in their bid and they are unable to perform to the terms of the contract.

There were two bidders for this project as shown on the attached bid tab. The other bidder was TMI Coatings, Inc. in the amount of \$376,600.00. The City has not done work with TMI Coatings and their references were called and we received good results.

The Public Works Department recommends approval of this ordinance.

City Administrator Comments and Recommendation

Concur with the Public Works Director's recommendation.

BILL NO. 16-21

ORDINANCE NO. 16.21

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH TMI COATINGS, INC. FOR THE SWISS VILLAGE WATER TOWER REPAINTING PROJECT

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, AS FOLLOWS, WIT:

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract TMI Coatings, Inc. substantially under the terms set forth in the form attached hereto as ("Exhibit A").

Total expenditures or liability authorized under this contract shall not exceed three hundred seventy six thousand six hundred and no/100 dollars (\$376,600.00).

Section 2. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Contract.

Section 3. This Ordinance shall be in full force and effect from date of passage and approval by the Mayor.

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 16.21 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: _____ Nays: _____
Abstain: _____ Absent: _____

This Ordinance is hereby transmitted to the Mayor for her signature.

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 16.21.

Date
ATTEST:

Penny Lyons, Mayor

Diann Warner, City Clerk

EXHIBIT A

Swiss Village Water Tower - Repaint

BID FORM

To: Honorable Mayor and Board of Aldermen
City of Osage Beach, Missouri

Gentlemen:

THE UNDERSIGNED BIDDER, having examined the Instructions to Bidders, Contract Forms, Drawings, Specifications, General Conditions, Supplementary Conditions, and other related Contract Documents attached hereto and referred to herein, and any and all Addenda thereto; the location, arrangement, and construction of existing railways, highways, streets, roads, structures, utilities, and facilities which affect or may be affected by the Work; the topography and condition of the site of the Work; and being acquainted with and fully understanding (a) the extent and character of the Work covered by this Bid Form; (b) the location, arrangement, and specified requirements of and for the proposed structures and miscellaneous items of Work appurtenant thereto; (c) the nature and extent of the excavations to be made, and the type, character and general condition of the materials to be excavated; (d) the necessary handling and rehandling of excavated materials; (e) all existing and local conditions relative to construction difficulties and hazards, labor, transportation, hauling, trucking and rail delivery facilities; and (f) all local conditions, laws, regulations, and all other factors and conditions affecting or which may be affected by the performance of the Work required by the Contract Documents.

HEREBY PROPOSE and agrees, if this Bid is accepted, to enter into agreement in the form attached hereto, and to perform all Work and to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor; and to construct, install, erect and complete all Work stipulated in, required by, in accordance with the Contract Documents and other terms and conditions referred to therein (as altered, amended, or modified by any and all Addenda thereto) for the total bid price

Bidder hereby agrees to commence Work under this Contract on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement.

Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No. _____ Dated _____
No. _____ Dated _____

Bidder agrees, if the bid is accepted, to perform all the work described in the Project Manual including all Addenda, for the following prices.

CONTRACT BID SCHEDULE

Bid Form Swiss Village Water Tower				
Item	Unit	Description	Unit Price	Price
1				
09960	LS	Cleaning and Painting of Swiss Village Water Tower	\$ 376,600	\$ 376,600
Total Bid			\$ 376,600	

TOTAL BID IN WRITING: Three Hundred Seventy Six Thousand Six Hundred Dollars

Swiss Village Water Tower - Repaint

It is mutually understood and agreed by and between the parties of this Contract, in signing the Agreement thereof, which time is of the essence in this Contract. In the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefor in the Agreement binding said parties, after due allowance for any extension of time which may be granted under provisions of the General Conditions, the Contractor shall pay unto the Owner, as stipulated, liquidated damages and not as a penalty, the sum stipulated therefor in the Contract Agreement for each and every consecutive calendar day that the Contractor shall be in default.

In case of joint responsibility for any delay in the final completion of the Work covered by the Agreement; where two or more separate Agreements are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such Agreement for any one day of delay in the final completion of the Work will not be greater than the approximate total of the damages sustained by the Owner by reason of such delay in completion of the Work, and the amount assessed against any Contractor for such one day of delay will be based upon the individual responsibility of such Contractor for the aforesaid delay as determined by and in the judgment of the Owner.

The Owner shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due or to become due to said Contractor, or sue for and recover compensation for damages for nonperformance of the Agreement at the time stipulated herein and provided for.

The undersigned hereby agrees to enter into Contract on the attached Agreement Form and furnish the necessary bond within fifteen (15) consecutive calendar days from the receipt of Notice of Award from the Owner's acceptance of this Bid, and to complete said Work within the indicated number of consecutive calendar days from the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

If this Bid is accepted and should Bidder for any reason fail to sign the Agreement within fifteen (15) consecutive calendar days as above stipulated, the Bid Security which has been made this day with the Owner shall, at the option of the Owner, be retained by the Owner as liquidated damage for the delay and expense caused the Owner; but otherwise, it shall be returned to the undersigned in accordance with the provisions set forth on page IB-6, paragraph 6.0 Bid Security.

Dated at St. Paul, MN this 5th day of January, 2016.

LICENSE or CERTIFICATE NUMBER, if applicable NA

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL: _____
Signature and Title

Typed or Printed Name

Doing Business As _____
Name of Firm

Business Address of Bidder: _____

Telephone No. _____

Swiss Village Water Tower - Repaint

IF A PARTNERSHIP:

.....

Name of Partnership

Member of Firm (Signature)

Member of Firm (Typed or Printed)

Business Address of Bidder: _____

Telephone No. _____

.....

IF A CORPORATION:

_____ TMI Coatings, Inc.

Name of Corporation

By _____

Signature & Title

President

Tracy Gliori

Typed or Printed Name

ATTEST: _____ (CORPORATE SEAL)

Jared Wiese

Secretary or Assistant Secretary Signature

Jared Wiese

Typed or Printed Name

Business Address of Bidder: _____

3291 Terminal Drive

St. Paul, MN 55121

Telephone No. _____

651-452-6100

If Bidder is a Corporation, supply the following information:

State in which Incorporated: _____

Minnesota

Name and Address of its: President _____

Tracy Gliori

3291 Terminal Dr., St. Paul, MN 55121

Secretary _____

Jared Wiese

3291 Terminal Dr., St. Paul, MN 55121

Submission Date: February 16, 2016

Submitted By: City Administrator

Board Meeting Date: February 18, 2016

**City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET**

Description of Item:

Bill 16.22 – Authorization to approve a new section to the City Code of Ordinance, Section 110.300: Expenditures from Community Promotions – Community Event Support.

Replaces original summary sheet dated February 11, 2016 – Requesting Board additions or deletions to the application to be used for requests of funds from the City for event support.

Names of Persons, Businesses, Organizations affected by this action:

City of Osage Beach staff, citizens, applicants

Why is Board Action Required?

Ordinances shall be passed by bill by the majority of the Board per Section 110.240. Adoption of Ordinances.

Type of Action Requested (Ordinance, Resolution, Motion):

Requesting First and Second Reading of Bill 16.22.

Are there any deadlines associated with this action?

No.

Budget Line / Source of Funds

Not Applicable.

City Administrator Comments and Recommendation:

UPDATE: (Agenda modified 02/16/2016 to replace original summary sheet)

The original summary sheet submitted requested only the approval of the application for requests for public funds for community event support. After additional discussion, it has

been decided that a Board adopted ordinance is most appropriate to proceed with this new practice and to further outline the process for requests to the Board for approvals.

In addition, any adjustments that may be needed on the application (referred to as Exhibit A) are being requested at this time as well. Based on the drafted ordinance, an updated draft is enclosed.

Original summary sheet information (Agenda modified 02/16/2016):

I was asked in November by the Board for all requests for funds for community event support to be approved by the Board which also included a request for me to create an application for that process. As you recall a line item of \$10,000 was included in the adopted budget for such requests for funds within line item 10-21-754250. Nothing to date has been spent out of that account.

This topic of public funds/support has come up a few more times since November and much discussion has taken place about the legality of and the perimeters needed in funding/support of various community events/projects. Enclosed is a letter to me by Ed dated December 15, 2015 along with a copy of Section 25 of the Missouri Constitution. Basically, lending credit or granting public money or property except for public benefit (public benefit = enhancing public welfare) is prohibited. Public moneys are for public purposes and cannot be used to assist an entity in making a gain or profit. Even donations to a group such as the YMCA, a non-profit 501 type designated group, is still a private group in essence and could be prohibited depending on the intent. With that being said, it is imperative that the funding requests for community events are vetted appropriately to determine 'what is the public purpose to be served' and 'what are the benefits to the public as a whole'.

I have also enclosed a draft of an application that I have started but I need further direction from you as a Board. A public discussion is needed from the Board as to what standards the Board wants to adopt in evaluating requests and therefore what additional questions, if any, you would like to see on the application for that evaluation.

BILL NO. 16-22

ORDINANCE NO. 16.22

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ADOPTING A PROCEDURE IN A NEW SECTION 110.300 FOR THE APPLICATION AND DISTRIBUTION OF FUNDS FROM THE COMMUNITY PROMOTIONS – COMMUNITY EVENT SUPPORT ACCOUNT BY ADOPTING AN APPLICATION FORM FOR USE OF THE FUNDS AND CREATING A PROCESS FOR THE BOARD OF ALDERMEN TO APPROPRIATE AND DISTRIBUTE THOSE FUNDS

WHEREFORE, the City is desirous of supporting event activities that bring visitors, trade and business into the city and which promote the city; and

WHEREFORE, the city budget as adopted has set aside certain funds for the purpose of supporting event activities that bring visitors, trade and business into the city and which promote the city; and

WHEREFORE, it is necessary for a regular and clear direction of the Board of Aldermen to create a method to evaluate the application which may come to the city for the use of the monies set aside in account 10-21-754250 for support of event activities that bring visitors, trade and business into the city and which promote the city.

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

Section 1. That a new section to be numbered 110.300 is hereby enacted and numbered as Section 110.300 to read as follows:

Section 110.300 Expenditures from Community Promotions – Community Event Support

- A. All expenditures from the Community Promotions – Community Event Support funds in account 10-21-754250, or any of its successors shall be spent for the purpose of supporting event activities that bring visitors, trade, and business into the City and the Lake of the Ozarks area in general and shall be spent pursuant to ordinance duly adopted and passed.
- B. Each application for funds from the Community Promotions – Community Event Support account shall be made on an application form attached hereto and incorporated by reference as if fully set out herein which is attached as Exhibit “A”. The City Administrator shall have the authority to add to and supplement the questions and information required in Exhibit “A.”
- C. All information submitted in Exhibit “A” and any further or supporting information for any requests made for funding hereunder shall be a public record subject to Chapter 117 of this code and the requirements of Chapter 610, of the Revised Statutes of Missouri, commonly known as the Sunshine Law and any successors thereto.
- D. Upon receipt of a completed application form, the City Administrator shall submit the question of approval of said application to the Board of Aldermen in the form of an ordinance. Along with the ordinance the application shall provide information from the applicant addressing at least the following questions to so be used by the Board of Aldermen for decision on approval:
 - a. Is the event a private party or primarily a commercial activity by a private business?
 - b. Is the sponsor a private business or a non-profit/charitable organization?

- c. Is the event open to the public, restricted to members, or restricted to those who purchase tickets?
- d. Is the content of the proposed event or the message of the sponsor offensive, or overtly political or religious?
- e. What are the benefits to the public?
 - i. Direct benefits
 - ii. Indirect benefits
- f. Does this request address a core function or fundamental purpose of providing basic governmental service to the citizens of Osage Beach?
- g. What is the ultimate benefit received by members of the public to be derived from this expenditure of public funds?

Section 2. Severability.

The chapters, sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or otherwise invalid by the valid judgement or decree of any Court of any competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the same would have been enacted by the Board of Aldermen without the incorporation in this ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

Section 3. Repeal of ordinances not to affect liabilities, etc.

Whenever any part of this ordinance shall be repealed or modified, either expressly or by implication, by a subsequent ordinance, that part of the ordinance thus repealed or modified shall continue in force until the subsequent ordinance repealing or modifying the ordinance shall go into effect unless therein otherwise expressly provided; but no suit, prosecution, proceeding, right, fine or penalty instituted, created, given, secured or accrued under this ordinance previous to its repeal shall not be affected, released or discharged but may be prosecuted, enjoined and recovered as fully as if this ordinance or provisions had continued in force, unless it shall be therein otherwise expressly provided.

Section 4. Upon final passage and approval of the Mayor or passage and approval over the Mayor’s objections pursuant to Section 110.250 of this code this Ordinance, as it pertains to members other than the Mayor or members of the Board of Aldermen shall be in full force and effect from and after January 1, 2016.

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 16.22 was duly passed on _____.

Ayes:

Nays:

Abstentions:

Absent:

This Ordinance is hereby transmitted to the Mayor for her signature.

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 16.22.

Date

Penny Lyons, Mayor

ATTEST:

Diann Warner, City Clerk



City of Osage Beach
REQUEST FOR EVENT SUPPORT
Exhibit A to City Code Section 110.300

Requested Amount: _____ Date of Request? _____

Event Name: _____

Event Dates: _____

Event Location: _____

Organization Name: _____

Address: _____

Phone # _____ Fax # _____

Contact Name: _____

Phone # (cell) _____ (Other) _____

Is the organization a non-profit? _____ Is it a registered 501(c)3 or other designation? _____

If non-profit, is the organization a local non-profit or national non-profit organization? _____

Is this a not-for-profit event? _____

Is the event open to the public? _____ If not, explain? _____

Total budget for the event: _____

(Attach details of your budget-include all sources of funding and expenses.)

How many years has this event been held? _____

Estimated attendance this year? _____ Last year's attendance, if applicable? _____

Describe how the requested monies will be used: _____

What are the benefits of this event to the public, direct or indirect? _____



1000 City Parkway • Osage Beach, MO 65065
 City Hall [573] 302-2000 • Fax [573] 302-0528

To: Jeana Woods, City Administrator
 cc. Mayor and Board of Aldermen
 From: Ed Rucker, City Attorney *E.R.*
 Re: Use of City Assets to Promote Events Not Sponsored by the City
 Date: December 15, 2015

This is a discussion of the issues and difficulties raised in drafting a policy to address evaluating requests to use city assets to support or promote events not directly sponsored by the City. The question posed is: "What are the limits for spending City funds, using City equipment, or designation of City personnel to support an event not directly sponsored by the City?" The types of events discussed herein are those sponsored by a charity, public service organization, or private enterprise.

This is a different issue than what we discussed earlier this year concerning waiving the city's ambulance charges for the four young fire victims. That issue dealt with benefits directed only to a private party.

City signs, City funds and space or time purchased by the City for advertising are, like the ambulance charges, assets of the City. Contributing such public property to a party for a private benefit is a violation of Article VI, Sections 23 and 25 of the Missouri Constitution.

The core of any policy drafted to help the Board of Aldermen consider when to allow some public support of events like the Bikefest, Candyland or the Veterans Day Parade, is to ask the key question: "What is the public purpose to be served with this action?"

Any such promotional activity raises the question of equal treatment for all events. The City will face issues of promotion or discrimination based on the causes, sponsors and events considered, not only in the events themselves but in context to all other events who are aided or who wish to be aided by the City. For instance, a sponsorship in MoDOT's "Adopt a Highway" program was requested and finally obtained by the KKK. If the city promotes a church sponsored event, what is the response to a request for advertising time for a free Wiccan holiday celebration? If such request is not granted, the City may have discriminated in favor of one religion to the detriment of another.

Here is a preliminary list of some basic factors the Board should consider and what the policy must address in evaluating these requests:

1. Is the event a public celebration, a private party or primarily a commercial activity by a private business?
2. Is the sponsor a private business or a non-profit/charitable organization?
3. Is the event open to the public, restricted to members, or restricted to those who purchase tickets?
4. Is the content of the proposed message offensive, overtly political or religious?
5. What are the benefits to the public?
 - a. Direct benefits
 - b. Indirect benefits
6. Should the Board make only a limited amount of time available on a city purchased billboard for such events, to ensure that the City retains sufficient time for its own events?

From 15 McQuillin Municipal Corporations, Section 39:32 the following is helpful:

A two-pronged analysis is employed by the courts to determine whether a gift of state funds has occurred.^{24.10} First, the court asks if the funds are being expended to carry out a fundamental purpose of the government?^{24.20} If the answer is yes, then no gift of **public** funds has been made.^{24.30} The second prong comes into play only when the expenditures are held to not serve fundamental purposes of government.^{24.40} The court will then look at the consideration received by the **public** for the expenditure of **public** funds and the donative intent of the appropriating body in order to determine whether or not a gift has occurred.^{24.50}

Because the advertising and promotion of events discussed herein is not a fundamental purpose of government, along the lines of public safety and road maintenance; the second prong of the analysis is relevant and must be directly addressed. I believe we can make a good argument that "consideration received by the public" may include community building, increasing economic activity and the increase in social capital found in promoting general public social events and additional sales. This becomes apparent when the activity and sponsor the Board determines to support demonstrate clearly that the donative intent is not to aid an entity in a quest to make a private profit.

Any profits received by local merchants through increased sales which are incidental to the event do not constitute a disabling private benefit, so long as the City can clearly demonstrate that the donative intent is not to promote any particular private interest. Each request for support of an event is a fact specific problem that must be addressed on an individual basis.

Some of the relevant case law provides that:

In determining whether there is sufficient public purpose behind the grant of public money to render such a grant constitutional, Missouri uses the primary effect test; if the primary intent of the public expenditure is to serve a public purpose, the expenditure will be considered legal, but if the primary purpose is to promote a private end, the expense will be considered illegal, even if it may incidentally serve some public interest. Moschenross v. St. Louis County, (App. E.D. 2006) 188 S.W.3d 13

Determination of what constitutes public purpose for the expenditure of public funds is primarily for the legislative department and will not be overturned unless found to be arbitrary and unreasonable. State ex rel. Wagner v. St. Louis County Port Authority (Sup. 1980) 604 S.W.2d 592

The Constitutional provisions are:

Article VI Section 23. Limitation On Ownership Of Corporate Stock. Use Of Credit And Grants Of Public Funds By Local Governments

No county, city or other political corporation or subdivision of the state shall own or subscribe for stock in any corporation or association, or lend its credit or grant public money or thing of value to or in aid of any corporation, association or individual, except as provided in this constitution.

And

Article VI Section 25. Limitation On Use Of Credit And Grant Of Public Funds By Local Governments--Pensions And Retirement Plans For Employees Of Certain Cities And Counties

No county, city or other political corporation or subdivision of the state shall be authorized to lend its credit or grant public money or property to any private individual, association or corporation except as provided in Article VI, Section 23(a) and ...

Missouri Constitution

Article VI LOCAL GOVERNMENT Section 25

August 28, 2003

Limitation on use of credit and grant of public funds by local governments--pensions and retirement plans for employees of certain cities and counties.

Section 25. No county, city or other political corporation or subdivision of the state shall be authorized to lend its credit or grant public money or property to any private individual, association or corporation except as provided in Article VI, Section 23(a) and except that the general assembly may authorize any county, city or other political corporation or subdivision to provide for the retirement or pensioning of its officers and employees and the surviving spouses and children of deceased officers and employees and may also authorize payments from any public funds into a fund or funds for paying benefits upon retirement, disability or death to persons employed and paid out of any public fund for educational services and to their beneficiaries or estates; and except, also, that any county of the first class is authorized to provide for the creation and establishment of death benefits, pension and retirement plans for all its salaried employees, and the surviving spouses and minor children of such deceased employees; and except also, any county, city or political corporation or subdivision may provide for the payment of periodic cost of living increases in pension and retirement benefits paid under this section to its retired officers and employees and spouses of deceased officers and employees, provided such pension and retirement systems will remain actuarially sound.

Source: Const. of 1875, Art. IV, §§ 47, 47a, 48a, (as amended November 2, 1948).

(Amended January 14, 1966)

(Amended November 6, 1984)

(1953) Election of St. Louis City board of education to bring school district under workmen's compensation system of state held not violative of constitution particularly in view of teachers' pension provision of § 25, Art. VI. *Hickey v. Board of Education of City of St. Louis*, 363 Mo. 1039, 256 S.W.2d 775.

(1968) Allowing proceeds of tax to be expended by private agency violates this section. *Ruggeri v. City of St. Louis (Mo.)*, 429 S.W.2d 765.

(1975) Held an increase in pensions for persons already retired based on cost of living violates Art. VI, § 25, Const. of Mo. and that pension funds retain their identity as public funds. Section 86.441 insofar as it applies to persons already retired on August 13, 1972, is unconstitutional. *Police Retirement System v. Kansas City (Mo.)*, 529 S.W.2d 388.

(1975) Constitutionality upheld as not violating Art. III, § 39, or Art. VI, § 25, of the constitution of Missouri. *State ex rel. Dreer v. Public School Retirement System (Mo.)*, 519 S.W.2d 290.



Missouri General Assembly

Submission Date: February 11, 2016

Submitted By: City Administrator

Board Meeting Date: February 18, 2016

**City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET**

Description of Item:

Bikefest Sponsorship request for \$2,000

Names of Persons, Businesses, Organizations affected by this action:

City of Osage Beach staff, citizens, applicant

Why is Board Action Required?

All request for funds for community event support funding shall be approved by the Board per request of the Board.

Type of Action Requested (Ordinance, Resolution, Motion):

Motion to approve if the Board desires.

Are there any deadlines associated with this action?

Yes. Ad production for the event will begin very soon.

Budget Line / Source of Funds

Not Applicable.

City Administrator Comments and Recommendation:

Although an application for these requests wasn't completed at the time of this request the following information is what has been submitted for this request.

The Bikefest Sponsorship request is \$2,000 and the attached application for sponsorship is included with details.

Tim Jacobsen has submitted the following information about his request for \$2,000 for Bikefest Sponsorship. For \$2,000 the City's logo will be placed on numerous publications promoting the event to be held September 15-18, 2016. I have attached the

application for the sponsorship that has the details of the sponsorship as well as the information he supplied to us in November containing some information about last year's event.

Event Name: Lake of the Ozarks Bikefest

Dates: Sept 15-18, 2016

For Profit event? No

Organization: Bikefest Co.

501(c)3? Yes, registered with the State of Missouri

Local charity or National charity? Yes, Fishers of Men, a local chapter of the Christian Motorcycle Association, a national organization

Address: P O Box 1498, Osage Beach, MO

Contact #: 573.348.1599

Amount Requested: \$2,000

How will the funding be used? Advertising in such mediums as print, billboard, radio, internet, direct mail and TV



SPONSORSHIP OPPORTUNITIES

Thursday, September 15 – Sunday, September 18, 2016

Full Business Name: _____

Address: _____

Website/ Link: _____

Contact Person: _____

Business Phone: _____ **E-Mail:** _____

Sponsorship Benefits:

- 1) 950 pixels X 95 pixels www.LakeBikeFest.com Banner Ad
- 2) Listing on Sponsor Page on www.LakeBikeFest.com with link to your business
- 3) Logo in Bikefest Section of 10,000 *Vacation News Official Bikefest Program Guides*
- 4) Logo on Publication Advertising – *Thunder Press, Thunder Roads, Full Throttle, Hot Summer Nights Program, Shootout Program, Get Down Guide, Lake Lifestyles & LO Profile*
- 5) Logo on 15,000 + Promotional Postcards
- 6) Logo on 1,500 Official Bikefest Passports
- 7) Logo on 2,500 Official Bikefest Passport Maps

AMOUNT DUE: \$2,000.00

Please remit payment to:

Bikefest CO.

P.O. Box 1498

Osage Beach, MO 65065

For sponsorship information contact: Tim Jacobsen @ tim@funlake.com or 573-216-4023