

NOTICE OF MEETING AND BOARD OF ALDERMEN AGENDA



CITY OF OSAGE BEACH BOARD OF ALDERMEN MEETING

1000 City Parkway
Osage Beach, MO 65065
573.302.2000
www.osagebeach.org

TENTATIVE AGENDA

REGULAR MEETING

June 1, 2023 - 6:00 PM
CITY HALL

**** Note:** All cell phones should be turned off or on a silent tone only. If you desire to address the Board, please sign the attendance sheet located at the podium. Agendas are available on the back table in the Council Chambers. Complete meeting packets are available on the City's website at www.osagebeach.org.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZEN'S 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. For those here in person, speakers will be restricted to three minutes unless otherwise permitted. Minutes may not be donated or transferred from one speaker to another.

Visitors attending via online will be in listen only mode. Any questions or comments for the Mayor and Board may be sent to the City Clerk at tberreth@osagebeach.org no later than 10:00 AM on the Board's meeting day (the 1st and 3rd Thursday of each month). Submitted questions and comments may be read during the Citizen's Communications section of the agenda.

The Board of Aldermen will not take action on any item not listed on the agenda, nor will it respond to questions, although staff may be directed to respond at a later time. The Mayor and Board of Aldermen welcome and value input and feedback from the public.

Is there anyone here in person who would like to address the Board?

APPROVAL OF CONSENT AGENDA

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

- ▶ Minutes of Board of Aldermen meeting May 18, 2023
- ▶ Bills List - June 1, 2023
- ▶ Liquor Licenses - See attached

UNFINISHED BUSINESS

- A. Bill 23-40 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 210 Offenses, Article IX Sexual Offenses: Section 210.1500 Definitions, adding new Section 210.1570 Regulating Sexually Oriented Business, Removing Sections 210.1870 Regulating Erotic Dance Establishments, Erotic Dancers Restrictions - Licensing and Records. *Second Reading*
- B. Bill 23-41 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 600 Alcoholic Beverage, Section 600.050 exposure to private parts of body or simulation thereof in commercial establishments licensed by chapter where intoxicating liquor is served or consumed of the city code for various purposes as set forth. *Second Reading*
- C. Bill 23-42 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 405 Zoning Regulations, Sections 405.020 Definitions and Section 405.590 Special Uses Require Special Permission of the City Code for various purposes as set forth. *Second Reading*
- D. Bill 23-43- An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a 5 year agreement with OpenGov for the installation and use of their asset and operations management software for an amount not to exceed \$134,000. *Second Reading*
- E. Bill 23-44 - An ordinance designating a portion of the City of Osage Beach, Missouri, as a Redevelopment Area; approving the Lakeport Village Tax Increment Financing Redevelopment Plan; making findings related thereto; approving a Redevelopment Project for the Redevelopment Area and adopting Tax Increment Financing with respect thereto; and authorizing certain actions by City Officials. *Second Reading*

NEW BUSINESS

- A. Public Hearing -- Rezoning Case 412 by Topsider Condominiums, LLC.
- B. Bill 23-46 - An ordinance of the City of Osage Beach, Missouri, adopting an amendment to the zoning map of the City of Osage Beach, Missouri by rezoning a parcel of land as described in Rezoning Case no. 421. *First Reading*
- C. Bill 23-39 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 210 Offenses Section 210.1800 Possession of Marjuana, Section 210.1810 Possession of Controlled Substance, Section 210.18130 Unlawful Possession of Drug Paraphernalia, and Creating a New Section

210.1880 Hashish and Synthetic Cannabinoids of the City Code for various purposes as set forth. *First Reading*

- D. Bill 23-47 - An ordinance of the City of Osage Beach, Missouri, approving a Development Agreement and a Cooperation and Transportation Project Agreement in Connection with the Lakeport Village Tax Increment Financing Redevelopment Plan. *First Reading*
- E. Bill 23-48 - An ordinance of the City of Osage Beach, Missouri, authorizing the expenditure of funds for promotional efforts to support the Lake of the Ozarks Bikefest 2023 event support request in an amount not to exceed \$3,000. *First Reading*
- F. Bill 23-49 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign an amended contract under Ordinance 23.29 for on-call engineering services with Miller Companies. *First and Second Reading*
- G. Bill 23-50 - An ordinance of the City of Osage Beach, Missouri authorizing the Mayor to sign work order #1 with Bartlett & West, Inc. for on-call engineering services for an amount not to exceed \$289,083.00. *First and Second Reading*
- H. Bill 23-51 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign an agreement with Elks Lodge #2517 for the construction and maintenance of a new Veterans Memorial to be built in the roundabout in front of City Hall. *First Reading*
- I. Bill 23-52 - An ordinance of the City of Osage Beach, Missouri, authorizing the City Administrator to sign a change order for the Amy Lane and Case Road Improvement Project. *First and Second Reading*
- J. Bill 23-54 - An ordinance authorizing the City of Osage Beach, Missouri, to issue its Taxable Industrial Revenue Bonds (Lakeport Village Project), Series 2023, in a principal amount not to exceed \$360,000,000, for the purpose of providing funds to pay the costs of acquiring constructing and improving a facility for an Industrial Development Project in the City; approving a plan for the project and authorizing the City to enter into certain agreements and take certain other actions in connection therewith. *First Reading*
- K. Motion to Appoint a member of the Board of Aldermen to the Planning Commission
- L. Motion to Approve appointment(s) by Mayor Harmison to the Planning Commission
- M. Motion to Approve appointment(s) by Mayor Harmison to the Liquor Control Board.
- N. Motion to Approve appointment(s) by Mayor Harmison to the TIF Commission
- O. Motion to Approve the appointment (s) by Mayor Hamison to the Board of Appeals
- P. Motion to Approve appointment(s) by Mayor Harmison to the Citizens Advisory Committee
- Q. Motion to Approve appointment nominations by Mayor Harmison to the Joint Sewer Board

STAFF COMMUNICATIONS

- A. Staff Update List - June 1, 2023

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

ADJOURN

Remote viewing is available on Facebook at *City of Osage Beach, Missouri* and on YouTube at *City of Osage Beach*.

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

Tara Berreth, City Clerk
1000 City Parkway
Osage Beach, MO 65065
573.302.2000 x 1020

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 (48) 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
May 18, 2023**

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday, May 18, 2023, at 6:00 PM. The following were present in person: Mayor Michael Harmison, Alderman Kevin Rucker, Alderman Bob O'Steen, Alderman Kellie Schuman, Alderman Richard Ross, and Alderman Justin Hoffman. Absent Alderman Phyllis Marose.

City Administrator Jeana Woods was present and performed the duties for the City Clerk's office. Appointed and Management staff present Assistant City Administrator Mike Welty, City Attorney Cole Bradbury, Police Chief Todd Davis, City Planner Cary Patterson, Building Official Ron White, Airport Manager Ty Dinsdale, Economic Development Specialist Mitchell Moon, Public Works Operations Manager Kevin Crooks (left the meeting early), City Treasurer Karri Bell, IT Manager Mikeal Bean, and Parks & Recreation Manager Eric Gregory.

PROCLAMATIONS

Proclamation presented and read by Mayor Harmison:

National Public Works Week May 21-27, 2023

National EMS Week May 21-27, 2023

CITIZEN'S COMMUNICATIONS

Tawny Daggett – From Big Thunder Marina, spoke about the nuisance activity and continued problems with squatters, trespassing, trash, etc. on the property, now known as the planned site of the Oasis at Lakeport/Lakeport Village project (planned location Jeffries Road / Highway 54 Expressway).

Chris Curley – RE: Proposed (Oasis at Lakeport) Lakeport Village project; inquired about how traffic would flow and what due diligence would be done, and to what extent it would be studied; how it would effect not only Highway 54 Expressway but also the side roads in the immediate area. Asked that any completed studies be shared with citizens.

Nathan Rinne – RE: Proposed (Oasis at Lakeport) Lakeport Village project; inquired on how/should the City abate taxes the City doesn't collect (re: Chapter 353 abatements); how the developer could blight a property not owned by said developer (re: timeshare property in proposed project plan), stated the [Board's] voting [to approve] make it easier for developer.

APPROVAL OF CONSENT AGENDA

City Administrator Jeana Woods requested a modification to the Consent Agenda as presented, requesting to exclude pages 32-84 of the agenda packet, various Liquor License Applications and Liquor License Renewal Applications, as they were not ready to be approved at this time. The minutes of the Board of Aldermen for May 18, 2023, the Bill List for May 18, 2023, and page 85 – Table 33 Liquor License Application were requested for approval.

Alderman Rucker noted corrections needed to the May 18, 2023 Board of Aldermen minutes as presented. Corrections were acknowledged by City Administrator Woods.

Alderman Ross made a motion to approve the consent agenda, excluding the various liquor licenses on pages 32-84 of the agenda packet and corrections as noted to the May 18, 2023 Board of Aldermen minutes. This motion was seconded by Alderman Hoffman. Motion passes unanimously with a voice vote.

UNFINISHED BUSINESS

Bill 23-35 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Don Schnieders Excavating Company, Inc. for Osage Beach City Hall Improvements for an amount not to exceed \$385,589.00 *Second Reading*

Alderman Rucker made a motion to approve the second reading of Bill 23-35. This motion was seconded by Alderman Schuman. A roll call was taken to approve the second and final reading of Bill 23-35 and to pass same into ordinance: “Ayes” Alderman Rucker, Alderman O’Steen, Alderman Schuman, Alderman Ross, and Alderman Hoffman. Alderman Marose was absent. Bill 23-35 was passed and approved as Ordinance 23.35.

Bill 23-38 - An ordinance of the City of Osage Beach, Missouri, establishing a procedure to disclose potential conflicts of interest and substantial interests for certain municipal officials. *Second Reading*

Alderman Hoffman made a motion to approve the second reading of Bill 23-38. This motion was seconded by Alderman Rucker. A roll call was taken to approve the second and final reading of Bill 23-38 and to pass same into ordinance: “Ayes” Alderman Rucker, Alderman O’Steen, Alderman Schuman, Alderman Ross, and Alderman Hoffman. Alderman Marose was absent. Bill 23-38 was passed and approved as Ordinance 23.38.

NEW BUSINESS

Public Hearing - Lakeport Village Tax Increment Financing (TIF) Redevelopment Plan

Mr. Tegethoff presented a summary of the (Oasis at Lakeport) Lakeport Village TIF Redevelopment Plan’s project, addressing concerns noted during Citizen’s Communication.

Mr. Mark Spykerman, Gilmore Bell special counsel for the City, explained Bill 23.44, a request to approve the first reading of the Plan document, outlining the project; the contractual agreement between the City and the developers, to be known as the Lakeport Village TIF Redevelopment Agreement, will be the next step and will follow in an upcoming meeting.

Following questions and answers from the Mayor and Board of Aldermen, the Public Hearing was opened.

Nathan Rinne – Discussed concerns over the sewer capacity, use of TDD or CID, and the ability of the Board’s consideration of acceptance [first reading] without the developer owning all the property outlined in the Plan.

Chris Curley and Jean Curley – Inquired as to a traffic study.

Alderman Rucker made a motion to close the public hearing; seconded by Alderman Ross. Motion passes with voice vote unanimously. Alderman Marose was absent. Public Hearing closed.

Bill 23-44 - An ordinance designating a portion of the City of Osage Beach, Missouri, as a Redevelopment Area; approving the Lakeport Village Tax Increment Financing Redevelopment Plan; making findings related thereto; approving a Redevelopment Project for the Redevelopment Area and adopting Tax Increment Financing with respect thereto; and authorizing certain actions by City Officials. *First Reading*

City Attorney Cole Bradbury noted a scrivener’s error in Section 2.3 of the Lakeport Village Tax Increment Financing Redevelopment Plan, on pages 159 and 160 of the agenda packet. Correction was made to insert

‘interest’ in the last sentence in both the first and second paragraphs in Section 3.2 of the plan document. The document will be corrected and presented appropriately for the second reading.

Alderman Ross made a motion to approve the first reading of Bill 23-44, as corrected by the City Attorney. This motion was seconded by Alderman Schuman. Motion passes with voice vote unanimously. Alderman Marose was absent.

Public Hearing -Lakeport Village CID (Community Improvement District)

Cole Bradbury, City Attorney – Summarized the CID, noting the boundaries of the CID did not include current property of the project not owned by the developer [timeshare property].

Patrick Eckelkamp, Husch Blackwell – Explained the CID as a political subdivision, with City representatives representing a majority of the Board.

Public Hearing opened; no public comment.

Alderman Ross made a motion to close the public hearing; seconded by Alderman Hoffman. Motion passes with voice vote unanimously. Alderman Marose was absent. Public Hearing closed.

Bill 23-45 - An ordinance approving a petition to establish the Lakeport Village Community Improvement District and authorizing and directing further actions in connection therewith. *First Reading*

Alderman Rucker made a motion to approve the first reading of Bill 23-45. This motion was seconded by Alderman Hoffman. Motion passes with voice vote unanimously. Alderman Marose was absent.

Bill 23-40 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 210 Offenses, Article IX Sexual Offenses: Section 210.1500 Definitions, adding new Section 210.1570 Regulating Sexually Oriented Business, Removing Sections 210.1870 Regulating Erotic Dance Establishments, Erotic Dancers Restrictions - Licensing and Records. *First Reading*

Alderman O’Steen made a motion to approve the first reading of Bill 23-40. This motion was seconded by Alderman Hoffman. Motion passes with voice vote unanimously. Alderman Marose was absent.

Bill 23-41 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 600 Alcoholic Beverage, Section 600.050 exposure to private parts of body or simulation thereof in commercial establishments licensed by chapter where intoxicating liquor is served or consumed of the city code for various purposes as set forth. *First Reading*

Alderman Rucker made a motion to approve the first reading of Bill 23-41. This motion was seconded by Alderman Schuman. Motion passes with voice vote unanimously. Alderman Marose was absent.

Bill 23-42 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 405 Zoning Regulations, Sections 405.020 Definitions and Section 405.590 Special Uses Require Special Permission of the City Code for various purposes as set forth. *First Reading*

Alderman Ross made a motion to approve the first reading of Bill 23-42. This motion was seconded by Alderman Hoffman. Motion passes with voice vote unanimously. Alderman Marose was absent.

Bill 23-43- An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a 5 year agreement with OpenGov for the installation and use of their asset and operations management software for an amount not to exceed \$134,000. *First Reading*

Alderman Rucker made a motion to approve the first reading of Bill 23-43. This motion was seconded by Alderman Hoffman. Motion passes with voice vote unanimously. Alderman Marose was absent.

Motion to approve the purchase of additional security equipment from Beishir Lock & Security for an amount not to exceed \$120,496.68

Alderman Ross made a motion to approve the purchase of additional security equipment from Beishir Lock & Security for an amount not to exceed \$120,496.68. This motion was seconded by Alderman O'Steen. Motion passes with voice vote unanimously. Alderman Marose was absent.

Motion to accept petition for placement of a new streetlight near the corner of Dude Ranch and Dogwood.

Alderman Ross made a Motion to accept petition for placement of a new streetlight near the corner of Dude Ranch and Dogwood. This motion was seconded by Alderman Hoffman. Motion passes with voice vote unanimously. Alderman Marose was absent.

STAFF COMMUNICATIONS

- City Administrator Woods – LAGERS assessment is expected to be completed late June; Employee survey out end of May; IT Service assessment was emailed out recently, contact Mikeal Bean with questions; Tan Tar A Estate contract review and rate study expected to commence in July; TIF Guidelines will be drafted for the June Board Planning Session.
- City Attorney, Cole Bradbury – TDD for the Backwater Jacks area was approved by the Judge.
- Police Chief, Todd Davis – Several employees completed recent training events; department has worked two school threats recently with great collaboration with neighboring departments; MoDOT will continue work on the Grand Glaize Bridge and soon begin work on the other bridges [overpasses] within the City, with work continuing through July, one bridge at a time.
- Asst City Administrator, Mike Welty – The recent janitorial contract was ceased due to the contractor withdrawing from the contract, no second reading will be heard. Scope of work being re-bid; Parkway Extension project has been delayed, construction now pushed into 2024; Streetlight and Sidewalk Master Plans continue, expect discussions/drafts in July; Private Street inventory to be completed in July; Swiss Village treatment pilot program bids have been received; Veterans Memorial project details and contract will be on the upcoming meeting agenda.
- IT Manager, Mikeal Bean – Will be available to answer any further questions on the IT assessment recently completed.
- Building Official, Ron White – Dan has taken on more janitorial duties in the meantime of getting a contact in place; attended a Code Administrators Conference recently.

- Economic Development Specialist, Mitch Moon – Attended MU Extension’s data and workforce training recently.
- City Treasurer, Karri Bell – Completed the final two days with auditors on site; currently have been working with the City Administrator with pending TIFs and CIDs.
- Park Manager, Eric Gregory – Staff is busy with field prep, games and tournaments; Thank you to the PW crews for assistance with the sprinkler system; Thank you to the Mayor and Board for touring the parks for continued work on the Master Plan; BBQ event billboards will be up in August; we welcomed a new Park Tech.

Department Update List as of May 18, 2023

- Camden County Road Property Tax Questions (*City Treasurer, K Bell*)
- Capital Replacement Plan – LO/OB Joint Sewer Plant (*City Administrator, J Woods*)
- Emergency generator back up plan for city (*PW Operations Mgr-K Crooks*)
- Guideline Evaluation
 - Design Guideline Revisions - Street Lights (*Asst. City Administrator, M Welty*)
 - TIF / Incentive Guideline Review / Revisions (*City Administrator, J Woods*)
- Personnel (*HR Generalist, M Raye*)
 - Employee Benefits – re: LAGERS
 - Vacancy Status Update
 - Employee Survey
 - Employee 360 Feedback Process
- Project Updates / Related Budgeted Items Update
 - L/S Panel Replacement Plan (*PW Operations Mgr, K Crooks*)
 - Park Master Plan (*Parks & Recreation Mgr, E Gregory*)
 - Private Street Inventory (*Asst. City Administrator, M Welty*)
 - Sidewalk Master Plan (*Asst. City Administrator, M Welty*)
 - Swiss Village Treatment Plan (*PW Operations Mgr, K Crooks*)
 - Tan Tar A Master Plan re: Infrastructure (*Asst. City Administrator, M Welty*)
 - Tan Tar A Estates Utilities Current Contract Details / Rate Review
 - (*City Attorney, C Bradbury / City Administrator, J Woods*)
- Veterans Memorial (*Asst. City Administrator, M Welty*)
- Service Evaluation
 - IT Service Contract Evaluated (*Asst. City Administrator, M Welty*)

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

- Alderman Rucker – Reminder to look at all the ordinance for needed modifications; after review, City Administrator was ok on the handling of a recent bid rejection as previously discussed; inquired to City Attorney on the need to address the absence of a second reading when a first reading has been approved [re janitorial contract].
- Alderman Schuman – Will be absent at the June 1 meeting.
- Alderman Hoffman – Concerned with only seeing one flag person for traffic during striping on OB Parkway; appreciate all the help so far by staff and fellow aldermen since his election in April.
- Alderman O’Steen – commended Aldermen Rucker regarding CID comments to consider Mayor appointments to the CID Board to include Alderman from the ward within boundaries of a CID.
- Alderman Ross – Noted that Columbia Capital has been awesome and a great asset to the City in current TIF project work.

- Mayor Harmison – Thanked the community for their input at recent public hearings; noted big things are happening at the Main Street Music Hall.

ADJOURN

Alderman Hoffman made a motion to adjourn; seconded by Alderman Rucker. Motion passes with voice vote unanimously. Alderman Marose was absent. Meeting adjourned.

Meeting adjourned at 8:42 pm. I, Jeana Woods, City Administrator 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, on May 4, 2023, and approved May 18, 2023.

Jeana Woods, City Administrator

Michael Harmison, Mayor

**CITY OF OSAGE BEACH
BILLS LIST
June 1, 2023**

Bills Paid Prior to Board Meeting	\$	150,276.13
Payroll Paid Prior to Board Meeting	\$	156,429.37
SRF Transfer Prior to Board Meeting	\$	113,201.01
TIF Transfer Osage Beach Commons	\$	13,172.59
TIF Transfer Dierbergs	\$	82,209.78
Bills Pending Board Approval	\$	334,936.00
Total Expenses	\$	850,224.88

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	State Withholding	4,310.00
			Fed WH	11,420.27
		INTERNAL REVENUE SERVICE	FICA	22.35
			FICA	8,575.77
		Medicare	Medicare	5.23
			Medicare	2,005.62
		ICMA	Loan Repayment	77.62
			Loan Repayment	111.88
		Loan Repayment	Loan Repayment	106.47
			Loan Repayment	182.34
		Loan Repayment	Loan Repayment	139.12
			Loan Repayment	98.17
		Loan Repayment	Loan Repayment	153.05
			Retirement 457 &	2,985.22
		Retirement 457	Retirement 457	1,130.00
			Loan Repayments	166.79
		Loan Repayments	Loan Repayments	134.84
			Loan Repayments	184.34
		Loan Repayments	Loan Repayments	92.92
			Loan Repayments	252.83
		Loan Repayments	Loan Repayments	161.77
			Loan Repayments	113.03
		Loan Repayments	Loan Repayments	127.21
			Retirement Roth IRA %	224.53
		Retirement Roth IRA	Retirement Roth IRA	377.00
			OTHER AGENCY CASH BOND	272.00
		LACLEDE COUNTY CIRCUIT CLERK	OTHER AGENCY CASH BOND	300.00
			HSA Contribution	302.50
		HSA BANK	HSA Family/Dep. Contributi	1,489.75
			221072	5,257.04
		ONE TIME VENDOR	TOTAL:	40,779.66
Mayor & Board	General Fund	VISELLI, NANCY	PLANNING COMMISSION MEETIN	25.00
			FICA	177.73
		INTERNAL REVENUE SERVICE	Medicare	41.58
			Retirement 401%	7.75
		ICMA	Retirement 401	63.00
			MAYOR CELL PHONE	44.50
		AT&T MOBILITY-CELLS	PLANNING COMMISSION MEETIN	25.00
			PLANNING COMMISSION MEETIN	25.00
		KIRN, TONY	BOARD OF ADJUSTMENT MEETIN	25.00
			BOARD OF ADJUSTMENT MEETIN	25.00
		BLAIR, ALAN	BOARD OF ADJUSTMENT MEETIN	25.00
			BOARD OF ADJUSTMENT MEETIN	25.00
		BOWMAN, KAREN	BOARD OF ADJUSTMENT MEETIN	25.00
			BOARD OF ADJUSTMENT MEETIN	25.00
		O'KEEFE, GLORIA	BOARD OF ADJUSTMENT MEETIN	25.00
			BOARD OF ADJUSTMENT MEETIN	25.00
		JONES, LARRY	BOARD OF ADJUSTMENT MEETIN	25.00
			BOARD OF ADJUSTMENT MEETIN	25.00
		CATCOTT, FRED	BOARD OF ADJUSTMENT MEETIN	25.00
			PLANNING COMMISSION MEETIN	25.00
		MORGAN, BILL	PLANNING COMMISSION MEETIN	25.00
			PLANNING COMMISSION MEETIN	25.00
		SCHUSTER, ANGIE	PLANNING COMMISSION MEETIN	25.00
			PLANNING COMMISSION MEETIN	25.00
		MACKAY, BILL	PLANNING COMMISSION MEETIN	25.00
			PLANNING COMMISSION MEETIN	25.00
		JONES, GARY	PLANNING COMMISSION MEETIN	25.00
			JOINT SEWER BOARD MTG 4/18	25.00
		HAMNER, GARY	JOINT SEWER BOARD MTG 5/17	25.00
			BOARD OF ADJUSTMENT MEETIN	25.00
		BICKLE, BOB	TOTAL:	684.56
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA	6.25
			Medicare	1.46
		TOTAL:	TOTAL:	7.71

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	675.31
			Medicare	157.94
		ICMA	Retirement 401%	111.82
			Retirement 401	670.94
		AT&T MOBILITY-CELLS	CITY ADMIN CELL PHONE	89.00
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
		MID AMERICA BANK	TWISTED TONY'S- STAFF MEET	<u>190.96</u>
			TOTAL:	2,083.47
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	152.64
			Medicare	35.70
		ICMA	Retirement 401%	25.81
			Retirement 401	154.87
		HSA BANK	HSA Family/Dep. Contributi	75.00
		BERRETH, TARA	MEALS CENTRAL CLERK MTG-BE	158.51
			MILEAGE/MEALS IIMC- BERRET	<u>460.19</u>
			TOTAL:	1,062.72
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	578.53
			Medicare	135.31
		ICMA	Retirement 401%	95.69
			Retirement 401	574.16
		HSA BANK	HSA Contribution	18.75
			HSA Family/Dep. Contributi	150.00
		POWERS, KEGAN	MEAL REIMB TYLER CNNCT-POW	<u>20.00</u>
			TOTAL:	1,572.44
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	98.18
			Medicare	22.96
		ICMA	Retirement 401%	16.47
			Retirement 401	98.82
		HSA BANK	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	311.43
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	357.95
			Medicare	83.71
		ICMA	Retirement 401%	57.73
			Retirement 401	346.40
		MID AMERICA BANK	WEST INFO CHRGS 3/1-3/31/2	<u>392.76</u>
			TOTAL:	1,238.55
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	534.88
			Medicare	125.09
		ICMA	Retirement 401%	89.11
			Retirement 401	534.72
		MABCA	2023 MABCA DUES- R. WHITE	25.00
			2023 MABCA DUES- L. DUNHAM	25.00
			2023 MABCA DUES- J. JOHNS	25.00
		AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	216.97
		WEX INC	BLDG DEPT CAR WASH	10.00
			BLDG DEPT FUEL	276.15
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	187.50
		MID AMERICA BANK	ICLOUD STORAGE	2.99
		CAMPBELL, PAMELA	MEAL REIMB TYLER CONF-CAMP	170.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	2,259.91
Building Maintenance	General Fund	AMEREN MISSOURI	FRONT OF CH 4/13-5/14/23	61.90
			CITY HALL SVC 4/13-5/14/23	3,277.07
		INTERNAL REVENUE SERVICE	FICA	64.47
			Medicare	15.08
		LOWE'S	WEED KILLER	18.98
			WET MOPS	34.16
			WEED KILLER	18.99
		TOTAL:		3,490.65
Parks	General Fund	INTERNAL REVENUE SERVICE	FICA	22.35
			FICA	650.37
			Medicare	5.23
			Medicare	152.10
		ICMA	Retirement 401%	41.65
			Retirement 401	457.76
		LOWE'S	LANDSCAPE FABRIC	30.36
			HANGAR TAPE & STUBOUT BRAC	11.77
			WIRE FENCING,PADLOCK,WSHR	90.27
			WIRE BRUSH,PNTR TAPE,EXT P	65.42
			TOILET CLNR,VALVE,TAPE,BRO	31.49
			FLOWERS & PLANTS	918.62
			SAFETY TAPE & PROPANE EXCH	111.01
			PLUMBERS TAPE & HYDRANT	65.27
			PAINT ROLLER COVERS	12.51
			NUTS & BOLTS	5.64
			NUTS & BOLTS	6.72
			HOSE CLAMPS	50.28
			BOLTS, CAPS, FOAM BOX	45.57
			PARKS DEPT CELL PHONES	131.23
		WEX INC	PARK DEPT FUEL	464.58
		AMEREN MISSOURI	LWR DIAMOND LTS 4/6-5/7/23	12.93
			HWY 42 BALLPARK LTS 4/6-5/	16.72
		HSA BANK	HSA Contribution	150.00
		COCHRAN ENGINEERING	OSAGE BEACH PRK MSTR PLAN	2,425.00
		MID AMERICA BANK	SYNTHETIC TEE BALLS	34.99
		TOTAL:		6,009.84
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	193.84
			Medicare	45.33
		ICMA	Retirement 401%	7.90
			Retirement 401	193.13
		HSA BANK	HSA Contribution	18.75
			HSA Family/Dep. Contributi	75.00
		MID AMERICA BANK	INDEED JOB POSTINGS	252.00
			TOTAL:	785.95
Overhead	General Fund	AT & T/CITY HALL	CH PH SVC LINE 5/5/23	1,026.59
			CHARTER COMMUNICATIONS HOLDING CO LLC	65.47
		XEROX CORPORATION	CITY HALL COPIER LEASE	243.51
		MITEL CLOUD SERVICES INC	PH SVC 6/1-6/30/23	2,210.23
		MARCO TECHNOLOGIES LLC	CITY COPIER LEASE 3/26-4/2	390.98
			TOTAL:	3,936.78
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	3,693.48

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	863.79
		ICMA	Retirement 401%	571.09
			Retirement 401	3,688.82
		AT&T MOBILITY-CELLS	POLICE FN AIR CARDS	701.08
			POLICE DEPT CELL PHONES	397.24
		WEX INC	POLICE DEPT FUEL	5,101.63
			POLICE DEPT CAR WASHES	111.00
		XEROX CORPORATION	POLICE COPIER LEASE	243.51
		HSA BANK	HSA Contribution	225.00
			HSA Family/Dep. Contributi	1,125.00
		MID AMERICA BANK	SIGHTS FOR FIREARMS	1,054.95
			KIWK KAR WASH	29.00
			TRANSUION PERSON SEARCH	75.00
			ITI CONF LODGING- O'DAY	200.02
		MARCO TECHNOLOGIES LLC	PD COPIER LEASE 3/26-4/25/	<u>206.53</u>
			TOTAL:	18,287.14
911 Center	General Fund	AT & T/CITY HALL	911 LINE 5/5/23	235.00
		INTERNAL REVENUE SERVICE	FICA	842.68
			Medicare	197.07
		ICMA	Retirement 401%	80.39
			Retirement 401	656.66
		CHARTER COMMUNICATIONS HOLDING CO LLC	COMM INTERNET	129.98
			COMM CABLE	36.64
		AT&T MOBILITY-CELLS	911 CENTER CELL PHONES	44.50
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	75.00
		MITEL CLOUD SERVICES INC	PD RECORDING 6/1-6/30/23	<u>231.81</u>
			TOTAL:	2,567.23
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	251.98
			Medicare	58.93
		ICMA	Retirement 401%	42.24
			Retirement 401	253.42
		HSA BANK	HSA Family/Dep. Contributi	<u>112.50</u>
			TOTAL:	719.07
Information Technology General Fund		INTERNAL REVENUE SERVICE	FICA	167.68
			Medicare	39.21
		ICMA	Retirement 401%	28.14
			Retirement 401	168.82
		CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL INTERNET	297.71
		AT&T MOBILITY-CELLS	IT DEPT CELL PHONES	85.74
		HSA BANK	HSA Family/Dep. Contributi	75.00
		MID AMERICA BANK	ZOOM ANN SUB 4/2023-3/2024	<u>2,799.00</u>
			TOTAL:	3,661.30
Economic Development	General Fund	INTERNAL REVENUE SERVICE	FICA	129.80
			Medicare	30.36
		ICMA	Retirement 401%	20.93
			Retirement 401	125.61
		LOWE'S	BATTERIES- FOOD TRK EVENT	4.75
			CAUTION TAPE- FOOD TRK EVE	64.95
			HAND SANITIZER- FOOD TRK E	28.38
		AT&T MOBILITY-CELLS	ECON DEV CELL PHONE	44.50
		MID AMERICA BANK	COFFEE- EASTER EGG HUNT	149.87

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TARGET GIFT CARDS	500.00
			HEARTLAND CONF LDGNG-M. MO	554.80
			ECON & WORKFORCE TRNG-M. M	<u>225.00</u>
			TOTAL:	1,878.95
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	475.16
		INTERNAL REVENUE SERVICE	Fed WH	1,072.25
			FICA	956.23
			Medicare	223.64
		ICMA	Retirment 457 &	154.67
			Retirement 457	188.01
		HSA BANK	HSA Contribution	100.00
			HSA Family/Dep. Contributi	<u>101.83</u>
			TOTAL:	3,271.79
Transportation	Transportation	INTERNAL REVENUE SERVICE	FICA	956.22
			Medicare	223.64
		ICMA	Retirement 401%	124.10
			Retirement 401	744.48
		LOWE'S	ZIP TIES- BANNERS	17.06
			ZIP TIES- BANNERS	32.26
		PETTY CASH	COFFEE, CUPS, FILTERS	34.98
			TRUCH WASHES	30.00
			TRUCK WASHES	10.00
			CREAMER & SUGAR	2.58
			TRUCH WASHES	27.25
			TRUCH WASH	7.00
			VAN WASH	3.00
			CAR WASH	5.00
			CAR WASH	5.00
			TRUCK WASH	10.00
		AT&T MOBILITY-CELLS	TRANS DEPT CELL PHONES	546.56
		WEX INC	TRANS DEPT FUEL	3,541.25
		XEROX CORPORATION	TRANSPORTATION COPIER LEAS	73.32
		AMEREN MISSOURI	KK DR PALISADES LTG 4/3-5/	97.74
			MAIN SALT BLDG 4/9-5/8/23	11.51
			ST LTG SVC 4/1-5/1/23	4,157.98
			CUST OWNED LTG 4/1-5/1/23	333.77
			NICHOLS VIEW LTG 4/1-5/1/2	157.36
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	300.01
		MID AMERICA BANK	FINANCE FEE- LESLIE PROPER	4.61
			PUBLIC WORKS WEEK POSTER	7.56
		MARCO TECHNOLOGIES LLC	PW COPIER LEASE 3/26-4/25/	68.84
			PW PLOTTER LEASE 4/26-5/25	<u>32.67</u>
			TOTAL:	11,640.75
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	State Withholding	487.12
		INTERNAL REVENUE SERVICE	Fed WH	1,293.86
			FICA	770.59
			Medicare	180.22
		ICMA	Retirment 457 &	339.46
			Retirement 457	100.99
		HSA BANK	HSA Family/Dep. Contributi	122.79
		ONE TIME VENDOR	02-0880-02	9.33
			02-4090-00	78.29

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			03-2020-02	25.03
			05-0080-01	15.84
			06-1700-02	<u>45.18</u>
			TOTAL:	3,468.70
Water	Water Fund	GOEHRI, GEORGE	MAY INSURANCE PREMIUM	59.25
		INTERNAL REVENUE SERVICE	FICA	770.60
			Medicare	180.22
		ICMA	Retirement 401%	126.68
			Retirement 401	760.19
		LOWE'S	BOLT CUTTERS	45.09
			HYDRANT METER ADAPTERS	77.72
			PAINT BRUSHES- HYDRANTS	132.30
			15/16 WRENCH- TRK 51	38.00
			SAW BITS & SAW ARBOR-SANDS	53.15
		PETTY CASH	TRUCK WASH	4.00
			CREAMER & SUGAR	2.58
		CARD SERVICES 0248	BOOTS-LUTTRELL & BAILEY	399.98
			BOOTS-NERVIG & EHLINGER	319.98
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	383.36
		WEX INC	WATER DEPT FUEL	1,041.09
		XEROX CORPORATION	WATER COPIER LEASE	73.32
		AMEREN MISSOURI	6186 FIRE ST WELL 3/30-4/3	3,699.12
			COLLEGE WELL 4/6-5/7/23	543.47
			LK RD 54-59 WELL 3/29-4/27	59.72
			SWISS VLG WELL 3/30-4/28/2	521.85
		HSA BANK	HSA Contribution	112.50
			HSA Family/Dep. Contributi	149.99
		DEVORE, CALEB	MILEAGE REIMB 4/29-5/5/23	58.95
		STOUFER, TOMMIE L	MILEAG REIMB 4/22-4/28/23	100.22
		WILBER, ZACHARY	MILEAGE REIMB 4/22-4/28/23	31.44
		MID AMERICA BANK	PUBLIC WORKS WEEK POSTER	7.57
		LUTTRELL, JOHN	MILEAGE REIMB 4/22-4/28/23	34.06
		MARCO TECHNOLOGIES LLC	PW COPIER LEASE 3/26-4/25/	68.85
			PW PLOTTER LEASE 4/26-5/25	<u>32.67</u>
			TOTAL:	9,887.92
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding	540.72
		INTERNAL REVENUE SERVICE	Fed WH	1,326.25
			FICA	1,078.02
			Medicare	252.12
		ICMA	Retirment 457 &	119.33
			Retirement 457	99.00
		HSA BANK	HSA Family/Dep. Contributi	296.80
		OFFICE OF CHILD SUPPORT ENFORCEMENT	Case #931036721	<u>145.20</u>
			TOTAL:	3,857.44
Sewer	Sewer Fund	INTERNAL REVENUE SERVICE	FICA	1,078.02
			Medicare	252.12
		ICMA	Retirement 401%	103.65
			Retirement 401	867.48
		LOWE'S	TAX CORRECTION REFUND	19.47-
			TAX CORRECTION REFUND	19.46-
			EXT CORD,NAIL SET,WRENCH S	420.44
			RUST REMOVER	71.19
			SANDS YARD HYDRANT	60.80

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PETTY CASH	CREAMER & SUGAR	2.59
			TRUCH WASH	7.00
			CAR WASH	8.00
			CAR WASH	5.00
		CARD SERVICES 0248	GLOVES	7.99
			WORK BOOTS- G. MCKINNEY	199.99
			MUCK BOOTS- T. GROGAN	154.99
			HI VIS HOODIES-BAILEY & NE	103.98
			BOOTS-T. GROGAN	174.99
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES	913.04
		WEX INC	SEWER DEPT FUEL	1,489.09
		XEROX CORPORATION	SEWER COPIER LEASE	73.32
		AMEREN MISSOURI	CLEARWOOD LN 4/4-5/3/23	13.50
			3949 CMPGRND G/S 4/9-5/8/2	15.81
			HWY D PREWITTS G/P 4/6-5/7	101.47
			701 PA HE TSI 4/9-5/8/23	13.32
			GRINDER PUMPS & LIFT STATI	4,846.95
			5874 HWY 54 3/29-4/27/23	13.73
			1004 ZEBRA RD L/P 4/4-5/3/	12.52
		HSA BANK	HSA Family/Dep. Contributi	600.00
		MID AMERICA BANK	PADLOCKS	1,207.43
			PUBLIC WORKS WEEK POSTER	7.57
			WORKBOOTS- T. GROGAN	296.31
			SHORING TRNG LDGNG-B. LIED	124.00
			SHORING TRNG LDGNG-T. GROG	124.00
			SAW BLADES	27.47
			LUMBER	904.32
		MARCO TECHNOLOGIES LLC	PW COPIER LEASE 3/26-4/25/	68.85
			PW PLOTTER LEASE 4/26-5/25	32.66
			TOTAL:	14,364.66
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	428.00
		INTERNAL REVENUE SERVICE	Fed WH	1,014.94
			FICA	944.19
			Medicare	220.81
		ICMA	Loan Repayment	156.06
			Loan Repayment	60.66
			Loan Repayment	43.54
			Retirment 457 &	142.70
		HSA BANK	HSA Family/Dep. Contributi	45.00
			TOTAL:	3,055.90
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	944.19
			Medicare	220.81
		ICMA	Retirement 401%	97.07
			Retirement 401	816.13
		CHARTER COMMUNICATIONS HOLDING CO LLC	AMB CABLE	36.64
		AT&T MOBILITY-CELLS	AMB FN AIR CARDS	164.96
			AMB DEPT CELL PHONES	44.50
		WEX INC	AMB FUEL	523.19
		HSA BANK	HSA Family/Dep. Contributi	300.00
			TOTAL:	3,147.49
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	State Withholding	217.80
		INTERNAL REVENUE SERVICE	Fed WH	393.42
			FICA	373.31

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	87.29
		ICMA	Retirement 457 &	27.39
			Retirement 457	45.00
			Loan Repayments	30.39
			Loan Repayments	<u>37.15</u>
			TOTAL:	1,211.75
Lee C. Fine Airport	Lee C. Fine Airpor	AMEREN MISSOURI	LCF RD WELL 4/7-5/8/23	11.51
			AP FIREHOUSE 3/31-4/28/23	41.40
			KAISER TRMNL BLDG 4/7-5/8/	257.18
			LCF HANGAR 2 4/7-5/8/23	30.02
			LCF NEW AP HANGAR 4/7-5/8/	32.01
		INTERNAL REVENUE SERVICE	FICA	373.31
			Medicare	87.29
		ICMA	Retirement 401%	45.29
			Retirement 401	354.98
		LOWE'S	ANCHORS, PLUMBERS TAPE, GLOV	25.67
			WASHERS & SILICONE-HANGAR	55.53
			WRENCH SET	37.04
			ELECTRICAL TAPE & PLUG FIT	8.97
		AT&T MOBILITY-CELLS	LCF AP CELL PHONES	22.25
		WEX INC	LCF FUEL	95.77
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	195.00
		MID AMERICA BANK	2023 LOZ RESOURCE GUIDE	225.00
			BIMBA CYLINDER- AIRPORTS	<u>468.96</u>
			TOTAL:	2,404.68
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding	76.20
		INTERNAL REVENUE SERVICE	Fed WH	302.09
			FICA	271.79
			Medicare	63.57
		ICMA	Retirement 457 &	13.42
			Retirement 457	30.00
		HSA BANK	HSA Family/Dep. Contributi	<u>25.00</u>
			TOTAL:	782.07
Grand Glaize Airport	Grand Glaize Airpo	AMEREN MISSOURI	GG AP HANGAR 3/29-4/27/23	48.43
			GG TBLC EXT D 3/29-4/27/23	186.51
			GG AP SHOP 3/29-4/27/23	19.10
			957 AIRPORT RD 3/29-4/27/2	11.79
			GG AP TBLC EXT D 3/29-4/27	12.08
			GG AP HANGAR 3/29-4/27/23	17.68
			GG AP SLEEPY 3/29-4/27/23	122.42
		INTERNAL REVENUE SERVICE	FICA	271.79
			Medicare	63.57
		ICMA	Retirement 401%	25.36
			Retirement 401	246.15
		LOWE'S	ANCHORS & TIE DOWN ROPE	319.19
			WRENCH SET	37.03
			BRACKET & BOLTS	42.92
		AT&T MOBILITY-CELLS	GG AP CELL PHONES	22.25
		WEX INC	GG FUEL	69.35
		HSA BANK	HSA Family/Dep. Contributi	105.00
		MID AMERICA BANK	2023 LOZ RESOURCE GUIDE	<u>225.00</u>
			TOTAL:	1,845.62

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
------------	------	-------------	-------------	--------

===== FUND TOTALS =====

10	General Fund	91,337.36
20	Transportation	14,912.54
30	Water Fund	13,356.62
35	Sewer Fund	18,222.10
40	Ambulance Fund	6,203.39
45	Lee C. Fine Airport Fund	3,616.43
47	Grand Glaize Airport Fund	2,627.69

GRAND TOTAL:		150,276.13
--------------	--	------------

TOTAL PAGES: 9

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Administrator	General Fund	STAPLES BUSINESS ADVANTAGE	PENS	11.76
		ICMA MEMBERSHIP PAYMENTS	ICMA MEMB- WELTY 7/2023-6/	522.34
		GFI DIGITAL	YELLOW & BLACK TONER	<u>294.60</u>
			TOTAL:	828.70
City Treasurer	General Fund	STAPLES BUSINESS ADVANTAGE	PAPER, CALC TAPE, STICKY N	<u>28.05</u>
			TOTAL:	28.05
Building Inspection	General Fund	CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	4.46
		STAPLES BUSINESS ADVANTAGE	RETURN SCOTCH TAPE	14.43-
			PENS	<u>20.00</u>
			TOTAL:	10.03
Building Maintenance	General Fund	FASTENAL CO	SENSOR MTRLS- AMBULANCE	271.00
		LAKE RECHARGE & FIRE EQUIPMENT LLC	FIRE EXT INSPECTION- AMBUL	35.00
			FIR EXT INSPCTN & RECHRG-P	362.50
		BUTLER SUPPLY CO	REPLACEMENT LIGHTS	262.50
		DULLE OVERHEAD DOORS INC	DULLE BUTTON REMOTE-AMB BA	50.00
		ATR LIGHTING ENTERPRISES INC	REPLACEMENT LIGHTS	184.50
		CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	1.36
		STAPLES BUSINESS ADVANTAGE	COFFEE	40.38
			CLEANERS,TOILET BRUSH & HO	73.30
			CLEANER,TOILET BRUSH & HOL	60.75
			TOILET PAPER & BATHROOM TO	125.11
			SMALL TRASH BAGS	24.72
			CLOROX WIPES	41.61
			RET CLNR,TOILET BRUSH & HO	56.40-
			TRASH BAGS	33.96
			COFFEE,TRASH BAGS,PPR TOWE	147.32
		AMAZON CAPITAL SERVICES INC	FOAM CUPS	53.20
		COCHRAN ENGINEERING	APR BUILDING IMPROV ENG	17,947.50
		NICK'S TRUE VALUE HARDWARE	NUTS/BOLTS	1.24
		SHERLOCK HOME INSPECTIONS LLC	CH PEST CONTROL	<u>105.00</u>
			TOTAL:	19,764.55
Parks	General Fund	OZARKS COCA-COLA/DR PEPPER BOTTLING CO	CONCESSION BEVERAGES	672.38
		MOTOR HUT INC	PARTS- WEED EATER & MOWERS	219.24
		O'REILLY AUTOMOTIVE STORES INC	ANTIFREEZE	47.97
			GREASE,MOTOR OIL, OIL FILT	125.51
			GLASS FUSES	7.98
		LAKE RECHARGE & FIRE EQUIPMENT LLC	BACK FLOW INSPCTN-CONCESSI	225.00
		ROWLAND A TODD, CAMDEN COUNTY CLERK	LIQUOR LIC RNWL 5/2023-6/2	50.00
		CORE & MAIN LP	METER BOX,METER LID-PARKS	168.98
		CINTAS CORPORATION	PARKS DEPT UNIFORM RENTAL	10.10
		PARKWAY PLAZA TIRE	MOWER TIRE REPAIR	128.77
		AMAZON CAPITAL SERVICES INC	DIGITAL TIMERS- UMPIRES	17.69
		COCHRAN ENGINEERING	APR IRRIGATION ENG	1,447.50
			APR PARK IMPROV ENG	4,453.75
		MUSCO SPORTS LIGHTING LLC	LIGHT BULBS- OUTFIELD LIGH	1,709.31
		REEVES-WIEDEMAN COMPANY	NEW TOILET- PEANICK PARK B	<u>350.00</u>
			TOTAL:	9,634.18
Human Resources	General Fund	LAKE REGIONAL OCCUPATIONAL MEDICINE	PRE EMPLOYMENT TESTING	80.00
		VALIDITY SCREENING SOLUTIONS	PRE EMPLOYMENT SCREENING	70.00
			PRE EMPLOYMENT SCREENING	<u>35.00</u>
			TOTAL:	185.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Overhead	General Fund	STAPLES BUSINESS ADVANTAGE	COPY PAPER	211.50
			TOTAL:	211.50
Police	General Fund	MO VOCATIONAL ENTERPRISES	COURT BOND FORMS	188.00
		LEON UNIFORM CO INC	HYBRID L/S SHIRTS	277.44
		HEDRICK MOTIV WERKS LLC	OIL CHANGE- PD 23	90.00
		BEISHIR LOCK & SECURITY	HID COMPOSITE PROX CARD-PD	368.51
		JOE MACHENS CAPITAL CITY FORD LINCOLN	DRIVELINE REP-2015 FORD TA	668.88
		STAPLES BUSINESS ADVANTAGE	ID BADGE HOLDERS,PAPER,PEN	98.63
			TONER	60.00
			TOTAL:	1,751.46
911 Center	General Fund	MOETIVATIONS INC	911 LDRSHP DEVELOPMENT	198.00
			TOTAL:	198.00
Planning	General Fund	CAPITAL CITY COURT REPORTING	BOA HRG- CASE #347	300.00
			TOTAL:	300.00
Engineering	General Fund	COCHRAN ENGINEERING	APR GENERAL CONSULTING ENG	23,235.00
			SIDEWALK MSTR PLAN #4	1,500.00
			TOTAL:	24,735.00
Information Technology	General Fund	TYLER TECHNOLOGIES INC	PERMITTING ONLINE 5/2023-4/	825.00
			CODE ENFRMNT 5/2023-4/202	825.00
		BEISHIR LOCK & SECURITY	DNA FUSION SPRT 6/2023-5/	2,673.75
			TOTAL:	4,323.75
Economic Development	General Fund	GILMORE & BELL PC	SVC- TDD/CID	7,720.00
			SVC- OASIS PROJECT	20,297.11
		LAKE OZARK ROTARY CLUB	2023/2024 ROTARY DUES-M. M	325.00
			TOTAL:	28,342.11
Transportation	Transportation	FASTENCO INC	PARTS- JOHN DEERE TRACTOR	199.03
		RP LUMBER INC	CONCRETE FOR SIGNS	251.58
		FASTENAL CO	HEX NUTS- SIGNS	35.35
		ECONO SIGNS & BARRICADE LLC	NEIGHBORHOOD WATCH SIGN-SU	159.03
		O'REILLY AUTOMOTIVE STORES INC	OIL FILTER- VAN	6.30
			TRACTOR FLUID & ZIP TIES	84.48
			ANTIFREEZE- TRACTOR	23.98
			TRACTOR FLUID	149.98
			MEGA CRIMPS-JOHN DEERE TRA	30.38
		DAM STEEL SUPPLY	SQUARE TUBES FOR TRAILER	342.00
		SHERWIN-WILLIAMS	PACKING SAVER LUBRICANT-PN	11.89
		CORE & MAIN LP	LOCATOR FLAGS	20.00
			GULE,PVC,PVC CEMENT-MAPLE	114.54
		STOCKMAN CONSTRUCTION CORP	INDUSTRIAL DR IMPROV OB22-	73,040.47
		CINTAS CORPORATION	TRANS DEPT UNIFORMS	174.87
			TRANS DEPT FLOOR MATS	11.45
			TRANSPD DEPT UNIFORM RENTA	1.10
			TRANS DEPT UNIFORMS	199.14
			TRANS DEPT FLOOR MATS	11.45
		PARKWAY PLAZA TIRE	INSTALL USED TIRE- TRK 62	36.00
		SCOTTS CONCRETE	CONCRETE- OB PKWY	686.75
		DELTA GASES INC	ACETYLENE BOTTLE, WELDING	52.36
		AMAZON CAPITAL SERVICES INC	RETURN GLAD TRASH BAGS	64.05-
			IPHONE SCREEN PROTECTORS	13.94

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TRASH BAGS & COFFEE FILTER	123.49
			FIRST AID KITS	30.53
			TRASH BAGS	18.35
			RZ TIPS- GIS	13.86
			IPHONE SCREEN PRCTRS & CA	225.29
			SIGN MAKING TAPE	90.66
		COCHRAN ENGINEERING	APR STREETS MISC ENG	6,660.00
			APR SPECIAL RD DISTRICT EN	2,820.00
			APR BUILDING IMPROV ENG	3,479.58
		MO DEPARTMENT OF CORRECTIONS	WORK AGREEMENT 4/10-5/10/2	487.77
		THE BUILDERS' ASSOCIATION	SAFETY MNGMNT SERVICES	<u>300.00</u>
			TOTAL:	89,841.55
Water	Water Fund	SCHULTE SUPPLY INC	5/8 WATER METERS	1,827.84
		D&R MATERIALS	SEED & STRAW	389.00
		JOE MACHENS FORD	2023 FORD F-250 TRUCK	44,696.00
		OZARK READY MIX CO INC	THRUST BLOCK	20.00
		DAM STEEL SUPPLY	METER GRATE- 4875 WILSON	738.00
		CORE & MAIN LP	DUCK BUTTER	32.65
			LOCATOR FLAGS	20.00
			8" TRANS GASKETS	189.48
		CINTAS CORPORATION	WATER DEPT UNIFORMS	137.97
			WATER DEPT FLOOR MATS	11.45
			WATER DEPT UNIFORM RENTAL	1.25
			WATER DEPT UNIFORMS	123.75
			WATER DEPT FLOOR MATS	11.45
		PARKWAY PLAZA TIRE	OIL CHANGE & A/C- TRK 4	264.82
			OIL CHANGE- TRK 51	90.00
		AMAZON CAPITAL SERVICES INC	RETURN GLAD TRASH BAGS	64.05-
			IPHONE SCREEN PROTECTORS	13.94
			TRASH BAGS & COFFEE FILTER	123.49
			FIRST AID KITS	30.53
			TRASH BAGS	18.35
			RZ TIPS- GIS	13.86
			IPHONE SCREEN PRCTRS & CA	225.29
		COCHRAN ENGINEERING	APR PROFESSIONAL SVC ENG	170.00
			APR OTHE WTR CONST ENG	1,152.50
			APR BUILDING IMPROV ENG	3,479.59
			APR TOWER & WELL IMPROV EN	627.50
		THE BUILDERS' ASSOCIATION	SAFETY MNGMNT SERVICES	<u>300.00</u>
			TOTAL:	54,644.66
Sewer	Sewer Fund	PLUMB SUPPLY CO	ROTARY HAMMER KIT	439.00
		MUNICIPAL EQUIPMENT CO	VFDS & SVC TO INSTALL VFDS	9,029.40
		O'REILLY AUTOMOTIVE STORES INC	CLEANING WIPES & VENT CLIP	22.97
			AC DISPENSER- SVC TRUCK	33.99
		CONSOLIDATED ELECTRICAL DISTR, INC	CONNECTORS, PLUGS, BITS-SAND	104.14
			PARTS FOR 29-5 PASSOVER	91.92
			PARTS FOR 29-5 PASSOVER	18.53
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	APR MONTHLY FLOWS	42,008.81
		DAM STEEL SUPPLY	ELECTRICAL GUARD CL-17	154.80
		CORE & MAIN LP	8 X 2 SADDIE SWR- JEFFRIES	189.94
			PVC & PVC GLUE- STN BL-11	300.38
			LOCATOR FLAGS	20.00
			PVC COUPLING	127.08
			WELD GLUE	53.22

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CINTAS CORPORATION	SEWER DEPT UNIFORMS	143.54
			SEWER DEPT FLOOR MATS	11.46
			SEWER DEPT UNIFORM RENTAL	1.10
			SEWER DEPT UNIFORMS	163.32
			SEWER DEPT FLOOR MATS	11.46
		MCINTIRE MANAGEMENT GROUP	CHARCOAL PELLETS- SANDS OD	9,988.40
		AMAZON CAPITAL SERVICES INC	TOOL BAG,PLIERS,TOOLS- TRK	175.23
			RETURN GLAD TRASH BAGS	64.05-
			IPHONE SCREEN PROTECTORS	13.94
			TRASH BAGS & COFFEE FILTER	123.48
			FIRST AID KITS	30.54
			TRASH BAGS	18.35
			RZ TIPS- GIS	13.86
			IPHONE SCREEN PRCTRS & CA	225.30
			QUICK LINKS	269.80
		COCHRAN ENGINEERING	APR REPAIR TO SYSTEM ENG	97.50
			APR LIFT STN IMPROV ENG	23,827.50
			APR TTA ESTATES REHAB ENG	6,410.00
			APR UNSERVED AREAS ENG	97.50
			APR BUILDING IMPROV ENG	3,479.58
		REEVES-WIEDEMAN COMPANY	ADAPTERS	372.54
			PVC	119.70
		THE BUILDERS' ASSOCIATION	FALL PROTECTION TRNG	900.00
			SAFETY MNGMNT SERVICES	300.00
		NICK'S TRUE VALUE HARDWARE	VOLTAGE TEST KIT	33.99
			EXPAND FOAM- SANDS	<u>17.58</u>
			TOTAL:	99,375.80
Ambulance	Ambulance Fund	HI-TECH AUTO BODY INC	TOW SVC- 2023 AMBULANCE	<u>358.00</u>
			TOTAL:	358.00
Lee C. Fine Airport	Lee C. Fine Airpor	NAEGLER OIL CO	LCF EQUIP CHRG & SATELLITE	46.00
		CINTAS CORPORATION	LCF UNIFORM RENTAL	7.69
		MO PETROLEUM TANK INSURANCE FUND	POLLUTION LIAB 8/2023-7/20	<u>200.00</u>
			TOTAL:	253.69
Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	GG EQUIP CHRG & SATELLITE	46.00
		CINTAS CORPORATION	GG UNIFORM RENTAL	3.97
		MO PETROLEUM TANK INSURANCE FUND	POLLUTION LIAB 8/2023-7/20	<u>100.00</u>
			TOTAL:	149.97

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
------------	------	-------------	-------------	--------

===== FUND TOTALS =====

10	General Fund	90,312.33
20	Transportation	89,841.55
30	Water Fund	54,644.66
35	Sewer Fund	99,375.80
40	Ambulance Fund	358.00
45	Lee C. Fine Airport Fund	253.69
47	Grand Glaize Airport Fund	149.97

GRAND TOTAL:		334,936.00
--------------	--	------------

TOTAL PAGES: 5

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 02759
Date Rec'd: 4-13-23
Check #: 106917

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	3/27/2023
Name of Establishment	APPLEBEES #52091
Physical Address:	P.O. Box 456 Jefferson City MO 65102
Applicant Name:	ROBBIN GRIFFITH

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows:
from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
X	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

• If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 04351
Date Rec'd: 4/25/23
Check #: 2227

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	<u>4/1/23</u>
Name of Establishment:	<u>1932 Reserve</u>
Physical Address:	<u>1202 PROCTER DRIVE</u>
Applicant Name:	<u>MARK SPEARS</u>

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows: from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
✓	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 01170
Date Rec'd: 4-27-23
Check #: 10586

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	<u>4-24-2023</u>
Name of Establishment:	<u>Bear Creek Valley Golf Club</u>
Physical Address:	<u>910 Hwy 42 Osage Beach, MO 65065</u>
Applicant Name:	<u>Shirrel Duncan</u>

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows: from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
<u>X</u>	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 03322
Date Rec'd: 4/10/23
Check #: 4102-41

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	
Name of Establishment:	<u>Bella Donna Salon LLC</u>
Physical Address:	<u>1058 Main St. OSAGE Beach, MO 65065</u>
Applicant Name:	<u>Donna Cornelli</u>

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows: from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
☒	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 04821
Date Rec'd: 4/17/23
Check #: 1089

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	<u>3-30-23</u>
Name of Establishment:	<u>Bowlmor Lanes II</u>
Physical Address:	<u>914 Hwy. 42 Osage Beach, MO 65065</u>
Applicant Name:	<u>Judy Popielarz</u>

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows: from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
☒	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
☒	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	<u>LDRK2</u>
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
☒	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 04520
Date Rec'd: 4/11/23
Check #: 4795

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	<u>3-30-23</u>
Name of Establishment:	<u>Bridgeview Marina</u>
Physical Address:	<u>873 CROW LANE</u>
Applicant Name:	<u>Greg Newell</u>

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows: from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
☒	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
☒	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 01019
Date Rec'd: 3.30.23
Check #: _____

pd/cr # 3224 3/30/23

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	<u>3/29/23</u>
Name of Establishment:	<u>Backwater Sacks</u>
Physical Address:	<u>4341 Beach Dr.</u>
Applicant Name:	<u>Gary Prewitt</u>

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows: from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
☒	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 05270
Date Rec'd: 5/2/23
Check #: ~~000000~~
pd cc

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	2 MAY 2023
Name of Establishment:	The Gregory Four, LLC, DBA Charlie Fox trots
Physical Address:	5180 Osage Beach Pkwy, Osage Beach, MO 65065
Applicant Name:	BETHANY GREGORY

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

Completed applications must be received by July 31st. Applications received after August 1 are subject to the following late fees: August 1 – August 30 - \$100 late fee; Sept. 1 to Sept. 31 - \$200 late fee; after October 1 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 61190
Date Rec'd: 4-17-23
Check #: 976025

MATTER #430926

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	April 14, 2023
Name of Establishment:	Brinker Missouri Inc. d/b/a Chili's Grill & Bar #1102
Physical Address:	3820 Highway 54, Osage Beach, MO 65065
Applicant Name:	Stephen G. Mitchell, Managing Officer

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows: from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
X	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573/302-2000 Phone
573/302-3029 FAX
www.osagebeach.org



Planning Dept.: NA
Sewer Dept.: NA
License #: 03858
Pd V# 385242

LIQUOR LICENSE APPLICATION

Date of Application: 3/16/23

Date application received: _____

Trade name of establishment: CASEY'S GENERAL STORE #3481

ONE SE CONVENIENCE BLVD

Mailing address: PO BOX 8881 ANKENY IA 50021-8045 *ATTN: LICENSING

Applicant name: HENRY DOWEN III, MGNG OFFICER

(as it is to appear on license, if corporation, name of corporation and managing officer)

- ☐ **Original Applications:** Submit a copy of your Missouri voter registration card & background check performed by the Missouri Highway Patrol with your completed application
- ☐ **Renewal Applications:** Submit complete application. Completed applications must be received by May 1st. Applications received after May 1 are subject to the following late fees: May 2 to May 31 - \$100.00 late fee; June 1 to June 30 - \$200.00 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
a. ____	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
b. ____	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
c. ____	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
d. ____	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
e. ____	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
f. ____	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
g. ____	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
h. ____	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.)	LDRK2
i. ____	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
j. ☒	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
k. ____	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
l. ____	375.00	Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.)	BWDRK2
m. ____	300.00	Sunday Liquor Sales.	LSUN
n. ____	15.00	Caterer per day.	CTLQDY
o. ____	10.00	Picnic per day.	PCLQDY
p. ____	N/C	Change of managing officer.	MGO
q. ____	N/C	Wine tasting.	WTG

If you are applying for a Caterer or Picnic license, describe the event in detail and provide the name, location, time and date of the event.

<MASTER_TOP_END>

RECEIVED
MAR 24 2023
CITY CLERK

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 03512
Date Rec'd: NX
Check #: _____

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	<u>April 24, 2023</u>
Name of Establishment:	<u>City of Osage Beach Park & Rec</u>
Physical Address:	<u>950 Hatchery Road</u>
Applicant Name:	<u>Jeana Woods</u>

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows: from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573/302-2000 Phone
573/302-3029 FAX
www.osagebeach.org



Planning Dept.: NA
Sewer Dept.: NA
License #: 01187
RDV# 38542

LIQUOR LICENSE APPLICATION

Date of Application: 3/16/23 Date application received: _____

Trade name of establishment: CASEY'S GENERAL STORE #2593

Mailing address: ONE SE CONVENIENCE BLVD
PO BOX 3001 ANKENY IA 50021-8045 *ATTN: LICENSING

Applicant name: HENRY DOWEN III, MGNG OFFICER

(as it is to appear on license, if corporation, name of corporation and managing officer)

- ☐ **Original Applications:** Submit a copy of your Missouri voter registration card & background check performed by the Missouri Highway Patrol with your completed application.
- ☐ **Renewal Applications:** Submit complete application. Completed applications must be received by May 1st. Applications received after May 1 are subject to the following late fees: May 2 to May 31 - \$100.00 late fee; June 1 to June 30 - \$200.00 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
a. ____	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
b. ____	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
c. ____	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
d. ____	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
e. ____	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
f. ____	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
g. ____	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
h. ____	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.)	LDRK2
i. ____	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
j. ☒	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
k. ____	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
l. ____	375.00	Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.)	BWDRK2
m. ____	300.00	Sunday Liquor Sales.	LSUN
n. ____	15.00	Caterer per day.	CTLQDY
o. ____	10.00	Picnic per day.	PCLQDY
p. ____	N/C	Change of managing officer.	MGO
q. ____	N/C	Wine tasting.	WTG

If you are applying for a Caterer or Picnic license, describe the event in detail and provide the name, location, time and date of the event.

<MASTER_TOP_END>

RECEIVED
MAR 24 2023
CITY CLERK

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 04861
Date Rec'd: 5.1.23
Check #: _____

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	<u>4/30/2023</u>
Name of Establishment:	<u>Casa grande Loz LLC</u>
Physical Address:	<u>4204 Osage Beach Parkway Osage Beach MO 65065</u>
Applicant Name:	<u>Sergio Sanchez</u>

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows: from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
☒	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 034636
Date Rec'd: 4-17-23
Check #: 983709

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	<u>3-29-23</u>
Name of Establishment:	<u>Dierbergs Lakeview Pointe</u>
Physical Address:	<u>16690 Swingley Ridge Rd Chesterfield, MO 63017-0758</u>
Applicant Name:	<u>Timothy Larociere, Mgn Officer</u>

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows: from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDJWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
☒	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573/302-2000 Phone
573/302-2039 Fax
www.osagebeach-mo.gov



Planning Dept: _____
Sewer Dept: _____
License #: 02415
4.11.23
1336

LIQUOR LICENSE APPLICATION

Date of Application: 3/27/23 Date Application Received: _____
Name of Establishment: Dog Days
Physical Address: 1232 Jeffries Rd. Osage Beach, MO 65065
Mailing Address: Same
Applicant Name: Dog Days, LLC Mark Barrett
(As it is to appear on license. If corporation, name of corporation and managing officer)

- ☐ Original Applications: Submit a copy of your Missouri voter registration card & background check performed by the Missouri Highway Patrol along with the application.
- ☐ Renewal Applications: Submit completed application and background check per Ordinance 15.81 (voter registration not required for renewals.) Completed applications must be received by May 1st. Applications received after May 1 are subject to the following late fees: May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
a. ____	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
b. ____	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
c. ____	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
d. ____	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
e. ____	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
f. ____	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
g. ____	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
h. ☒	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.)	LDRK2
i. ____	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
j. ____	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
k. ____	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
l. ____	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.)	BWDRK2
m. ____	300.00	Sunday Liquor Sales	LSUN
n. ____	15.00	*Caterer per day.	CTLQDY
o. ____	10.00	*Picnic per day.	PCLQDY
p. ____	N/C	Change of managing officer.	MGO
q. ____	N/C	Wine tasting.	WTG

*If applying for a Caterer or Picnic License describe the event in detail, including the event name, location and time.

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: OK
Sewer Dept: OK
License #: 04318
Date Rec'd: 4/10/23
Check #: 35128

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	3/27/2023
Name of Establishment:	Dollar General #19749
Physical Address:	P.O. Box 456 Jefferson City MO 65102
Applicant Name:	ROBBIN GRIFFITH

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows:
from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
X	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 01459
Date Rec'd: 5-18-23
Check #: 381719 *paid*

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	<u>5-17-23</u>
Name of Establishment:	<u>EIK's Lodge #2517</u>
Physical Address:	<u>5161 Osage Beach Pkwy, Osage Beach, MO 65065</u>
Applicant Name:	<u>John Calvert</u>

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows: from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
☒	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 6503D
Date Rec'd: 4/27/23
Check #: 1109

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	<u>4/19/23</u>
Name of Establishment:	<u>EC's Bar + Grill</u>
Physical Address:	<u>4344 Osage Beach Pkwy St C-1</u>
Applicant Name:	<u>Thomas Strong</u>

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows: from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
✓	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 04579
Date Rec'd: 5.1.23
Check #: 3095

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	<u>3/31/2023</u>
Name of Establishment:	<u>First Watch</u>
Physical Address:	<u>4325 Osage Beach Pkwy N., Osage Beach, MO 65065</u>
Applicant Name:	<u>LAKE OF THE OZARKS FW, LLC</u>

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows: from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
☒	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 01195
Date Rec'd: 4.21.23
Check #: 2568
45000

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	April 18, 2023
Name of Establishment:	Flirt LLC
Physical Address:	843 Hwy 42 Osage Beach, MO 65065
Applicant Name:	Jackie R. Bradford

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows: from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
X	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 03711
Date Rec'd: 5-2-23
Check #: 40410

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	<u>4-30-2023</u>
Name of Establishment:	<u>Harmy's Cheese Store + more, LLC</u>
Physical Address:	<u>6378 Osage Beach Hwy, Osage Beach mo. 65065</u>
Applicant Name:	<u>Michael Harmison</u>

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows: from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
☒	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 01198
Date Rec'd: 3/30/23
Check #: 1561189 3/30

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	<u>3/27/2023</u>
Name of Establishment:	<u>Hy-Vee</u>
Physical Address:	<u>929 Hwy D Osage Beach, MO 65065</u>
Applicant Name:	<u>Hy-Vee, Inc.</u>

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows: from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
X	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 0197
Date Rec'd: 3/30/23
Check #: 1561189 3/30

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	<u>3/27/2023</u>
Name of Establishment:	<u>Hy-Vee Gas</u>
Physical Address:	<u>997 Hwy D Osage Beach, MO 65065</u>
Applicant Name:	<u>Hy-Vee, Inc.</u>

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows: from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
X	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573/302-2000 Phone
573/302-2039 Fax
www.osagebeach-mo.gov



Planning Dept: _____

Sewer Dept: _____

License #: ~~01267~~

04798

pd CK 11196 4/13/23

LIQUOR LICENSE APPLICATION

Date of Application: 04/06/2023

Date Application Received: 04/06/2023

Name of Establishment: Inn At Grand Blaise

Physical Address: 5142 Osagebeach Pkwy, Osage beach, Mo, 65065

Mailing Address: P.O. Box 969, Osagebeach, Mo, 65065

Applicant Name: Petra Hotel Management Corp.

(As it is to appear on license. If corporation, name of corporation and managing officer)

☐ Original Applications: Submit a copy of your Missouri voter registration card & background check performed by the Missouri Highway Patrol along with the application.

☐ Renewal Applications: Submit completed application and background check per Ordinance 15.81 (voter registration not required for renewals.) Completed applications must be received by May 1st. Applications received after May 1 are subject to the following late fees: May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
a. ____	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
b. ____	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
c. ____	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
d. ____	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
e. ____	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
f. ____	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
g. ____	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
h. ☒	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.)	LDRK2
i. ____	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
j. ____	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
k. ____	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
l. ____	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.)	BWDRK2
m. ____	300.00	Sunday Liquor Sales	LSUN
n. ____	15.00	*Caterer per day.	CTLQDY
o. ____	10.00	*Picnic per day.	PCLQDY
p. ____	N/C	Change of managing officer.	MGO
q. ____	N/C	Wine tasting.	WTG

*If applying for a Caterer or Picnic License describe the event in detail, including the event name, location and time.

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 02450
Date Rec'd: _____
Check #: _____

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	<u>4-26-23</u>
Name of Establishment:	<u>B+B MARINE, LLC dba FORMULA BOATS OF MISSOURI</u>
Physical Address:	<u>4810 FORMULA DR, OSAGE BEACH, MO 65065</u>
Applicant Name:	<u>RICK C BALL, MNG'G OFFICER</u>

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows: from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
X	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 03906
Date Rec'd: 4-26-23
Check #: 005748

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	<u>April 25, 2023</u>
Name of Establishment:	<u>Jeffrey's Prime Rib and Lobster</u>
Physical Address:	<u>1252 Hwy KK Osage Beach MO 65065</u>
Applicant Name:	<u>Mary Jung</u>

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows: from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
✓	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 01201
Date Rec'd: 4.11.23
Check #: 16796

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	<u>04/06/23</u>
Name of Establishment:	<u>KK Eagle Stop</u>
Physical Address:	<u>5995 Osage Beach Parkway, Osage Beach, MO</u>
Applicant Name:	<u>Jenna Gier</u>

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows: from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
X	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event.

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 03978
Date Rec'd: 4.11.23
Check #: 30814

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	April 6, 2023
Name of Establishment:	Kelly's Port Boat Store
Physical Address:	5250 Dude Ranch Rd Osage Beach mo 65065
Applicant Name:	Kyle & Ryan Kelly

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows: from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
X	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 03754
Date Rec'd: _____
Check #: _____

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	<u>5/1/2023</u>
Name of Establishment:	<u>La Roca Club, LLC</u>
Physical Address:	<u>980 Airport Rd, Osage Beach, MO 65065</u>
Applicant Name:	<u>Amy Hernandez - La Roca Club, LLC,</u>

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows: from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
X	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 03666
Date Rec'd: 5-1-23
Check #: 6279

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	<u>4/6/2023</u>
Name of Establishment:	<u>Lil Rizzos</u>
Physical Address:	<u>929 Premium Outlets Dr. OB MO</u>
Applicant Name:	<u>Windy Borders</u>

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows:
from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating liquor liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
☒	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 04367
Date Rec'd: 4.27.23
Check #: 1610
\$ 1011

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	<u>4-25-2023</u>
Name of Establishment:	<u>Lake of the Ozarks Brewing Co</u>
Physical Address:	<u>6192 Osage Beach Pkwy</u>
Applicant Name:	<u>Jacob Schuster</u>

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows: from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
✓	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
✓	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 03293
Date Rec'd: 4/3/23
Check #: 2520

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	<u>4/3/23</u>
Name of Establishment:	<u>Linda Nails LLC.</u>
Physical Address:	<u>4344 Osage Beach Pkwy Ste C2 Osage Beach, MO 65065</u>
Applicant Name:	<u>HAI TRUONG LE, Linda Nails.</u>

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows: from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
☒	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 04403
Date Rec'd: 3/31/23
Check #: _____
CK # 1728 3/31/23

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	<u>3/27/23</u>
Name of Establishment:	<u>LAKE BILLIARDS, INC the LAKE BILLIARDS Grill + Sports BAR</u>
Physical Address:	<u>4344 OSAGE BEACH PARKWAY, Ste 2-A OSAGE BEACH MO 65065</u>
Applicant Name:	<u>DAVID DYER LAKE BILLIARDS, INC.</u>

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows: from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
☒	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPGI1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPGI2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 04988
Date Rec'd: _____
Check #: _____

CC - 4/28/23

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	AGW Holding DBA Maca Doodles
Name of Establishment:	
Physical Address:	6050 Crossing Dr. OB
Applicant Name:	

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows: from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
X	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 01732
Date Rec'd: 4-20-23
Check #: 35491

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	3/27/2023
Name of Establishment:	MURPHY OIL USA INC 8545
Physical Address:	P.O. Box 456 Jefferson City MO 65102
Applicant Name:	LORENE WILLIAMS

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows: from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
X	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 04961
Date Rec'd: 4/28/23
Check #: 1187

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	<u>4-29-2023</u>
Name of Establishment:	<u>Nicks True Value Hardware</u>
Physical Address:	<u>1036 PALISADES BLVD OSAGE BEACH MO</u>
Applicant Name:	<u>KNOX CLARK PARTNERS LLC - CHRIS COLTER</u>

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows: from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
☒	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 08384
Date Rec'd: 5.1.23
Check #: 7894

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	
Name of Establishment:	<u>Outback Steakhouse of Florida LLC</u>
Physical Address:	<u>3930 Osage Beach Parkway, Osage Beach, MO 65065</u>
Applicant Name:	<u>Jennifer Hinson, Managing Officer</u>
<i>As it appears on license. If corporation, name of corporation and managing officer.</i>	

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows:
from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
✓	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day*	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 01151
Date Rec'd: 5.1.23
Check #: 1058

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	<u>4-7-23</u>
Name of Establishment:	<u>On The Rise</u>
Physical Address:	<u>5439 O.B. Hwy</u>
Applicant Name:	<u>Shawn Castle Cheryl Castle</u>

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows:
from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
X	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight for light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: 04215
Sewer Dept: _____
License #: _____
Date Rec'd: 4/26/23
Check #: 1882

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	<u>4/25/23</u>
Name of Establishment:	<u>Pablitos Taqueria</u>
Physical Address:	<u>5896 Osage Beach Pkwy unit #1</u>
Applicant Name:	

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows: from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
X	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 03493
Date Rec'd: 4-11-23
Check #: 8381

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	<u>3/31/23</u>
Name of Establishment:	<u>Parkway Eagle Stop</u>
Physical Address:	<u>5940 Osage Beach Parkway Osage Beach, MO</u>
Applicant Name:	<u>Jenna Gier, Managing Officer</u>

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows:
from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
X	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event.

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 01218
Date Rec'd: 4/26/23
Check #: Cash pd 4/26/23

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	<u>4/26/2023</u>
Name of Establishment:	<u>Quick Stop (UMA-MAHESH ZNL)</u>
Physical Address:	<u>4817 OSAGE BEACH PARK OSAGE BEACH MO 65065</u>
Applicant Name:	<u>DILIP PATEL</u>

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows: from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
X	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: _____
Date Rec'd: 4-20-23
Check #: 140945
PA 45000

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	<u>April 19, 2023</u>
Name of Establishment:	<u>Rapid Robert's, Inc. #113</u>
Physical Address:	<u>5308 Osage Beach Parkway, Osage Beach, MO 65065</u>
Applicant Name:	

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows: from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	CPKG1
☒	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 02983
Date Rec'd: 4/21/23
Check #: 47067
450.00

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	<u>4/20/23</u>
Name of Establishment:	<u>Indy's Port 20</u>
Physical Address:	<u>5395 Spruce Lane, #Mailing address: 5863 Osage Beach Pkwy</u>
Applicant Name:	<u>Greg Smolke</u> <u>Osage Beach MO 65065</u>
As it appears on license. If corporation, name of corporation and managing officer.	

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows:
from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
✓	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: 9
Sewer Dept:
License #: 03359
Date Rec'd: 4-20-23
Check #: 7224
pd 75.00

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	<u>4/20/23</u>
Name of Establishment:	<u>Steve's PASTA EMPORIUM, LLC</u>
Physical Address:	<u>3924 JR. PROWITT PARKWAY, OSAGE BEACH, MO 65065</u>
Applicant Name:	<u>MICHELLE M. GLENN</u>

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows:
from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
X	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 04479
Date Rec'd: 3/30/23
Check #: pd online

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application: 03/23/2023
Name of Establishment: Smoker Friendly #824
Physical Address: 3715 Osage Beach Pkwy #7, Osage Beach, MO 65065
Applicant Name: Smoker Friendly #824

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows:
from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
✓	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 03572
Date Rec'd: 3/29/23
Check #: 4963

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	<u>3-27-23</u>
Name of Establishment:	<u>The Solomon Corp</u>
Physical Address:	<u>5151 Osage Beach Hwy E+D</u>
Applicant Name:	<u>Brent Solomon</u>

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows:
from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
X	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573/302-2000 Phone
573/302-2039 Fax
www.osagebeach-mo.gov



Planning Dept: _____
Sewer Dept: _____
License # 05295
PCV#
1009

LIQUOR LICENSE APPLICATION

Date of Application: _____ Date Application Received: _____
Name of Establishment: The Sanctuary Brewpub & Event Venue
Physical Address: 5716 Osage Beach Pkwy, Osage Beach, MO 65065
Mailing Address: 5795 Cobblestone Dr., Osage Beach, MO 65065
Applicant Name: Lilyka Luna, LLC
(As it is to appear on license. If corporation, name of corporation and managing officer)

☒ Original Applications: Submit a copy of your Missouri voter registration card & background check performed by the Missouri Highway Patrol along with the application.

☐ Renewal Applications: Submit completed application and background check per Ordinance 15.81 (voter registration not required for renewals.) Completed applications must be received by May 1st. Applications received after May 1 are subject to the following late fees: May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
a. _____	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
b. _____	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
c. _____	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
d. _____	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
e. _____	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
f. _____	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
g. _____	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
h. ☒	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.)	LDRK2
i. _____	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
j. _____	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
k. _____	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
l. _____	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.)	BWDRK2
m. _____	300.00	Sunday Liquor Sales	LSUN
n. _____	15.00	*Caterer per day.	CTLQDY
o. _____	10.00	*Picnic per day.	PCLQDY
p. _____	N/C	Change of managing officer.	MGO
q. _____	N/C	Wine tasting.	WTG

*If applying for a Caterer or Picnic License describe the event in detail, including the event name, location and time.

RECEIVED

CITY CLERK

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 034941
Date Rec'd: 4-3-23
Check #: 35129
450

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	3/27/2023
Name of Establishment:	TARGET STORE #1914
Physical Address:	P.O. Box 456 Jefferson City MO 65102
Applicant Name:	LORENE WILLIAMS

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows:
from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
X	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 08704
Date Rec'd: 3-30-23
Check #: _____
pd CK# 2617-3/30/2

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	<u>3/29/2023</u>
Name of Establishment:	<u>Tirebiters Peanut Pub</u>
Physical Address:	<u>4704 Jayhawk</u>
Applicant Name:	<u>GARY PREWITT</u>

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows: from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
☒	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 00169
Date Rec'd: 4-11-23
Check #: 2028

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	3-29-22
Name of Establishment:	Vista Grande Inc.
Physical Address:	4579 Osage Beach Pkwy Osage Beach MO 65065
Applicant Name:	John Schell II

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows: from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
X	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 02042
Date Rec'd: 4.3.23
Check #: 35124
450.00

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	3/27/2023
Name of Establishment:	WALGREENS #1142
Physical Address:	3938 HIGHWAY 54 OSAGE BEACH MO 65065
Applicant Name:	ROBBIN GRIFFITH

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows:
from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
X	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 01223
Date Rec'd: 4-11-23
Check #: 36736

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	
Name of Establishment:	WAL-MART #815
Physical Address:	4252 Osage Beach Parkway, Osage Beach, MO
Applicant Name:	James P. Emanuel, Jr., Managing Officer

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows:
from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
X	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 03690
Date Rec'd: 3-28-23
Check #: _____

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	<u>3-28-23</u>
Name of Establishment:	<u>Wicked Willie's Sports Grill</u>
Physical Address:	<u>5384 Osage Beach Parkway</u>
Applicant Name:	<u>Chad Kaulz</u>

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows: from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
☒	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 02518
Date Rec'd: 4/18/23
Check #: 33538

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	<u>4-10-23</u>
Name of Establishment:	<u>WOODYS Tavern & Sports Bar</u>
Physical Address:	<u>5834 Osage Beach Pkwy, Osage Beach, MO 65065</u>
Applicant Name:	<u>Mark Kelley</u>

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows: from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
X	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573/302-2000 Phone
573/302-2039 Fax
www.osagebeach-mo.gov



Planning Dept: _____
Sewer Dept: _____
License #: 01437
4-11-23
10770

LIQUOR LICENSE APPLICATION

Date of Application: 4/4/23 Date Application Received: _____
Name of Establishment: Wobbly Boots
Physical Address: 4717 Osage Beach Parkway
Mailing Address: 1232 Jeffries Rd. Osage Beach
Applicant Name: Wobbly Boots, LLC Mark Barrett
(As it is to appear on license. If corporation, name of corporation and managing officer)

- ☐ Original Applications: Submit a copy of your Missouri voter registration card & background check performed by the Missouri Highway Patrol along with the application.
- ☐ Renewal Applications: Submit completed application and background check per Ordinance 15.81 (voter registration not required for renewals.) Completed applications must be received by May 1st. Applications received after May 1 are subject to the following late fees: May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
a. ____	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
b. ____	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
c. ____	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
d. ____	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
e. ____	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
f. ____	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
g. ____	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
h. <u>X</u>	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.)	LDRK2
i. ____	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
j. ____	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
k. ____	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
l. ____	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.)	BWDRK2
m. ____	300.00	Sunday Liquor Sales	LSUN
n. ____	15.00	*Caterer per day.	CTLQDY
o. ____	10.00	*Picnic per day.	PCLQDY
p. ____	N/C	Change of managing officer.	MGO
q. ____	N/C	Wine tasting.	WTG

*If applying for a Caterer or Picnic License describe the event in detail, including the event name, location and time.

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 01194
Date Rec'd: 5-23-23
Check #: 1826
8175

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	<u>05/23/23</u>
Name of Establishment:	<u>Half Sauced Barbeque</u>
Physical Address:	<u>4185 Osage Beach, MO 65065</u>
Applicant Name:	<u>Randall Helmgartner</u>

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows: from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
✓	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Phone
573-302-2039 Fax
www.osagebeach.org



Police Dept: _____
Sewer Dept: _____
License #: 01280
Date Rec'd: 5-4-23
Check #: one

LIQUOR LICENSE RENEWAL APPLICATION

Date of Application:	<u>HUY DUONG 5/23/23</u>
Name of Establishment:	<u>W Nails LLC</u>
Physical Address:	<u>3924 JF Prewitt Pkwy unit i</u>
Applicant Name:	<u>HUY DUONG</u>

As it appears on license. If corporation, name of corporation and managing officer.

Renewal applications submitted must have: Completed application and either have proper background check information or waiver of background check notarized.

The completed application must be received by May 1. Applications received after May 1 will be subject to a late fee as follows: from May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
✓	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises (Includes Sunday Sales.)	LDRK2
	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales)	BWDRK2
	300.00	Sunday Liquor Sales	LSUN
	15.00	*Caterer per day.	CTLQDY
	10.00	*Picnic per day.	PCLQDY
	N/C	Change of managing officer.	MGO
	N/C	Wine tasting.	WTG

- If applying for a Caterer or a Picnic License, describe the event in detail and provide the name, location, time and date of the event. _____

City of Osage Beach

Agenda Item Summary

Date of Meeting: June 1, 2023
Originator: Cole Bradbury, City Attorney
Presenter: Cole Bradbury, City Attorney

Agenda Item:

Bill 23-40 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 210 Offenses, Article IX Sexual Offenses: Section 210.1500 Definitions, adding new Section 210.1570 Regulating Sexually Oriented Business, Removing Sections 210.1870 Regulating Erotic Dance Establishments, Erotic Dancers Restrictions - Licensing and Records. *Second Reading*

Requested Action:

First Reading of Bill #23-40

Ordinance Referenced for Action:

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 23-40 is in correct form.

City Administrator Comments:

Ordinance modifications are presented to update our City code to align with State statutes. First reading was read and approved on May 18, 2023.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 210 OFFENSES, ARTICLE IX SEXUAL OFFENSES; SECTION 210.1500 DEFINITIONS, ADDING NEW SECTION 210.1570 REGULATING SEXUALLY ORIENTED BUSINESS, REMOVING SECTION 210.1870 REGULATING EROTIC DANCE ESTABLISHMENTS, EROTIC DANCERS RESTRICTIONS – LICENSING AND RECORDS

OF THE CITY CODE FOR VARIOUS PURPOSES AS SET FORTH.

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

Section 1. Within the City Code there are hereby enacted new Sections with material repealed and replacing set forth below with new material set out in **RED** and deleted material struck as follows:

Section 210.1500 ~~Article~~ **Definitions.**

As used in this Article, the following terms shall have the meanings set forth herein:

DEVIATE SEXUAL INTERCOURSE

Any act involving the genitals of one person and the hand, mouth, tongue or anus of another person or a sexual act involving the penetration, however slight, of the penis, female genitalia, or the anus by a finger, instrument or object done for the purpose of arousing or gratifying the sexual desire of any person or for the purpose of terrorizing the victim.

EROTIC DANCE

~~Any dance performed by an erotic dancer in an erotic dance establishment that emphasizes or seeks to arouse or excite a patron's sexual desires.~~

EROTIC DANCE ESTABLISHMENT

~~A fixed place of business which, as a portion or all of its business, emphasizes activities or seeks, through one (1) or more dancers, to arouse or excite the patrons' sexual desires or sexual fantasies whether or not alcoholic beverages, beer, intoxicating liquor, or other non-intoxicating beverages are sold or consumed on the premises.~~

EROTIC DANCER

~~Any male or female who performs in an erotic dance establishment who is not fully clothed or is wearing clothing designed to accentuate the body in a manner which would tend to sexually arouse another person.~~

NUDITY or STATE OF NUDITY

~~The showing of the human male or female genitals, pubic area, or buttocks with less than a fully opaque covering, the showing of the female breast with less than a fully opaque covering of any part of the nipple or areola or any part of the female breast below the areola, or the showing of the covered male genitals in a discernibly turgid state.~~ **The showing of the human genitals, pubic area, vulva, anus, anal cleft, or the female breast with less than a fully opaque covering of any part of the nipple or areola.**

PATRON

A customer of an establishment where erotic dancing occurs while on the premises.

SEXUAL CONDUCT

~~Sexual intercourse, deviate sexual intercourse or sexual contact.~~ Actual or simulated, normal or perverted acts of human masturbation; deviate sexual intercourse; sexual intercourse; or physical contact with a person's clothed or unclothed genitals, pubic area, buttocks, or the breast of a female in an act of apparent sexual stimulation or gratification or any sadomasochistic abuse or acts including animals or any latent objects in an act of apparent sexual stimulation or gratification.

SEXUAL CONTACT

Any touching of another person with the genitals or any touching of the genitals or anus of another person, or the breast of a female person, or such touching through the clothing, for the purpose of arousing or gratifying the sexual desire of any person or for the purpose of terrorizing the victim.

SEXUAL INTERCOURSE

Any penetration, however slight, of the female genitalia by the penis.

SEXUALLY ORIENTED BUSINESS

“Sexually Oriented Business” shall include all businesses defined as such under R.S.Mo. § 573.010.

Section 210.1570 Regulating Sexually Oriented Businesses.

It shall be unlawful to operate a Sexually Oriented Business in any manner which violates R.S.Mo. § 573.531. Each day that a violation is permitted to exist or occur, and each distinct violation, shall constitute a separate offense.

~~Section 210.1870 Regulating Erotic Dance Establishments, Erotic Dance and Erotic Dancers~~ ~~Restrictions—Licensing and Records.~~

~~A.—Restrictions On Erotic Dance Performances.~~

- ~~1.—It shall be unlawful for any person under the age of eighteen (18) years to be in or upon any premises for which an erotic dance establishment license is required.~~
- ~~2.—It shall be unlawful for any erotic dancer to have any sexual contact with any patron.~~
- ~~3.—It shall be unlawful for any erotic dancer to dance at a distance of less than ten (10) feet from any patron or to touch any patron while dancing.~~
- ~~4.—It shall be unlawful for any erotic dancer to dance on a stage that is not raised at least two (2) feet above the area on which the patron or patrons sit or stand.~~
- ~~5.—It shall be unlawful for any patron to tip, pay, give a gratuity or other thing of value to any erotic dancer or to someone else in his/her behalf and it shall be unlawful for~~

~~any erotic dancer to receive from a patron in any manner any tip, pay, gratuity or other thing of value either directly or indirectly. It shall also be unlawful for any erotic dancer to solicit any pay, tip, gratuity, or other thing of value from any patron.~~

6. ~~It shall be unlawful for any patron to have sexual contact with any erotic dancer.~~

~~B. *Licensing And Business Records.*~~

1. ~~It shall be unlawful for any establishment in which erotic dancing occurs to allow erotic dancing to occur on premises without an erotic dance establishment license.~~

a. ~~A prospective licensee shall provide the Osage Beach Police Department with his/her name, address, phone number, principal occupation, and similar information for all partners or stockholders in the venture, as well as a description of the proposed establishment, the nature of the proposed business, and the magnitude thereof. Upon providing this information, a license to allow erotic dancing within the establishment will be issued within five (5) business days.~~

b. ~~Owners or operators of an establishment with an erotic dance license shall maintain business records that include the names and addresses and ages of all persons employed as dancers or contracted to perform dances for a period of two (2) years. Said list or lists shall be made available to the Osage Beach Police Department upon request at any time. No later than March first (1st) of each year, an erotic dance establishment licensee shall file a verified report with the City Clerk showing the licensee's gross receipts and the amounts paid to each of the dancers, identifying each by name and amount, for the preceding calendar year.~~

2. ~~It shall be unlawful for any erotic dancer to dance at an erotic dance establishment within the City limits of the City of Osage Beach, Missouri, without first securing a license to do so from the City of Osage Beach. A dancer applying for a license shall provide the City with his/her name, address, phone number, birth date, aliases (past and present), and the business name or names and address or addresses where the dancer intends to dance. The license shall be obtained from the Osage Beach Police Department and shall be issued upon application or at least within two (2) business days thereafter.~~

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 judgment or degree 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. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME: May 18, 2023

READ SECOND TIME:

I hereby certify that Ordinance No.23.40 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No.23.40.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: June 1, 2023
Originator: Tara Berreth, City Clerk
Presenter: Cole Bradbury, City Attorney

Agenda Item:

Bill 23-41 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 600 Alcoholic Beverage, Section 600.050 exposure to private parts of body or simulation thereof in commercial establishments licensed by chapter where intoxicating liquor is served or consumed of the city code for various purposes as set forth. *Second Reading*

Requested Action:

Second Reading of Bill #23-41

Ordinance Referenced for Action:

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 23-41 is in correct form.

City Administrator Comments:

Ordinance modifications are presented to update our City code to align with State statutes. First reading was read and approved on May 18, 2023.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 600 ALOCHOLIC BEVERAGE, SECTION 600.050 EXPOSURE OF PRIVATE PARTS OF BODY OR SIMULATION THEREOF IN COMMERCIAL ESTABLISHMENTS LICENSED BY CHAPTER WHERE INTOXICATING LIQUOR IS SERVED OR CONSUMED OF THE CITY CODE FOR VARIOUS PURPOSES AS SET FORTH.

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

Section 1. Within the City Code there are hereby enacted new Sections with material repealed and replacing set forth below with new material set out in **RED** and deleted material struck as follows:

Section 600.050 Exposure of Private Parts of Body or Simulation Thereof in Commercial Establishments Licensed By Chapter Where Intoxicating Liquor Is Served or Consumed.

- A. It shall be unlawful for any person maintaining, owning or operating a commercial establishment located within the City where intoxicating liquor is offered for sale or may be consumed on the premises **to permit**:
 - 1. The performance of acts or simulated acts of sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation, or any sexual acts which are prohibited by law;
 - 2. The displaying of any portion of the areola of the female breast;
 - 3. The actual or simulated touching, caressing, or fondling of the breast, buttocks, anus, or genitals;
 - 4. The actual or simulated displaying of the pubic hair, anus, vulva, or genitals;
 - 5. Any person to remain in or upon the licensed premises who exposes to public view any portion of his/her genitals or anus; and
 - 6. The displaying of films, video programs, or pictures depicting acts, the live performances of which are prohibited by this section or by any other law.
- ~~1.—To suffer or permit any female person, while on the premises of the commercial establishment, to expose to the public view that area of the human female breast at or below the areola thereof.~~
- ~~2.—To suffer or permit any female person, while on the premises of the commercial establishment, to employ any device or covering which is intended to give the appearance of or simulate such portions of the human female breast as described in Subsection (A)(1) of this Section.~~
- ~~3.—To suffer or permit any person, while on the premises of the commercial~~

establishment, to expose to public view his/her genitals, pubic area, anus, or anal cleft or cleavage.

4. ~~To suffer or permit any person, while on the premises of the commercial establishment, to employ any device or covering which is intended to give the appearance of or simulate the genitals, pubic area, anus, anal cleft or cleavage.~~
5. ~~To suffer or permit the performance of acts, or simulated acts of sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation or any sexual acts which are prohibited by law.~~
6. ~~To suffer or permit the displaying of any portion of the areola of the female breast.~~
7. ~~To suffer or permit the actual or simulated touching, caressing or fondling of the breast, buttocks, anus or genitals.~~
8. ~~To suffer or permit the actual or simulated displaying of the pubic hair, anus, vulva or genitals.~~
9. ~~To suffer or permit any person to remain in or upon the licensed premises who exposes to public view any portion of his/her genitals or anus.~~
10. ~~To suffer or permit the displaying of films, video programs or pictures depicting acts, the live performances of which are prohibited by this Section or by any other law.~~
11. ~~7. To suffer or permit any violation of the City of Osage Beach Code of Ordinances Chapter including but not limited to Chapter 210, Article VI "Offenses Concerning Weapons And Firearms".~~
- B. ~~It shall be unlawful for any female person, while on the premises of a commercial establishment located within the City at which intoxicating liquor is offered for sale or may be consumed on the premises, to expose to public view that area of the human female breast at or below the areola thereof, or to employ device or covering which is intended to give the appearance of or simulate such areas of the female breast as described herein.~~
- ~~C~~B. It shall be unlawful for any person, while on the premises of a commercial establishment located within the City at which intoxicating liquor is offered for sale or may be consumed on the premises, **to engage in any of the actions prohibited by subpart (A) above** to expose to public view his/her genitals, pubic area, anus, anal cleft or cleavage, or to employ any device or covering which is intended to give the appearance of or simulate genitals, pubic area, anus or anal cleft or cleavage.
- ~~D~~C. **Sexually oriented businesses shall not be required to comply with subparts (A)(2)-(6) of this Section so long as they otherwise comply with R.S.Mo. §§ 575.525-573.540. As used in this section, "sexually oriented business" shall have the same meaning as defined in R.S.Mo. § 573.010.**

- D. As used in this Section, “premises of the commercial establishment” shall not include those parts of hotel lodging rooms, changing rooms, or restrooms which are not exposed to public view.
- E. Any person who shall violate any provision of this Section shall be subject to the penalties set forth in Section **100.190** and shall be subject to suspension or revocation of the license in accordance with Section **600.190**.

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 judgment or degree 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. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME: May 18, 2023

READ SECOND TIME:

I hereby certify that Ordinance No.23.41 was duly passed on the City of Osage Beach. The votes thereon were as follows:

by the Board of Aldermen of

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No.23.41.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: June 1, 2023
Originator: Tara Berreth, City Clerk
Presenter: Cole Bradbury, City Attorney

Agenda Item:

Bill 23-42 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 405 Zoning Regulations, Sections 405.020 Definitions and Section 405.590 Special Uses Require Special Permission of the City Code for various purposes as set forth. *Second Reading*

Requested Action:

Second Reading of Bill #23-42

Ordinance Referenced for Action:

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 23-42 is in correct form.

City Administrator Comments:

Ordinance modifications presented are to update our code to align with State statutes. First reading was read and approved on May 18, 2023.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 405 ZONING REGULATIONS, SECTIONS 405.020 DEFINITIONS AND SECTION 405.590 SPECIAL USES REQUIRE SPECIAL PERMISSION OF THE CITY CODE FOR VARIOUS PURPOSES AS SET FORTH.

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

Section 1. Within the City Code there are hereby enacted new Sections with material repealed and replacing set forth below with new material set out in **RED** and deleted material struck as follows:

Section 405.020 Definitions.

- A. For the purposes of this Chapter words used in the present tense shall include the future tenses; words in the singular number include the plural and words in the plural number include the singular, except where the natural construction of the writing indicates otherwise. The word "*shall*" is mandatory and not directory.
- B. For the purpose of this Chapter, certain terms and words are to be used and interpreted as defined below:

ACCESSORY BUILDING OR USE

A subordinate building or a portion of the main building located on the same lot with the main building, the use of which is incidental to that of the dominant use of the main building or land. An accessory use is one which is incidental to the main use of the premises.

ADULT BOOKSTORE

~~An establishment having in excess of ten percent (10%) of its stock, as determined by value or volume, whichever is greater, in trade, books, photographs, magazines, films for sale or viewing on the premises by use of motion picture devices, or other coin-operated means, or other periodicals which are distinguished or characterized by their principal emphasis on matters depicting, describing or relating to specified sexual activities as said terms are defined herein.~~

ADULT ENTERTAINMENT ESTABLISHMENTS

~~Any of the establishments businesses, buildings, structures, or facilities defined in this Chapter, which comply with the definitions for:~~

- ~~1.—Adult entertainment facility;~~
- ~~2.—Bathhouse;~~
- ~~3.—Modeling studio; or~~
- ~~4.—Adult bookstore.~~

ADULT ENTERTAINMENT FACILITY

~~Any building, structure or facility which contains or is used entirely or partially for commercial entertainment, including theaters used for presenting live presentations, video tapes or films predominately distinguished or characterized by their principal emphasis on matters depicting, describing, or relating to specified sexual activities, as said term is defined herein, and erotic dance facilities (regardless of whether the theater or facility provides a live presentation, video tape or film presentation), where the patrons either:~~

- 1.—Engage in personal contact with, or allow personal contact by employees, devices or equipment, or by personnel provided by the establishment which appeals to the prurient interest of the patrons; or
- 2.—Observe any live presentation, video tape or film presentation of persons wholly or partially nude with their genitals or pubic region exposed or covered only with transparent or opaque covering, or in the case of female persons with the areola and nipple of the breast exposed or covered only with transparent or opaque covering or to observe specified sexual activities as said term is defined herein.

ALLEY

A public way which affords only a secondary means of access to property abutting thereon, or which is less than twenty (20) feet wide.

ANTENNA

Any structure or device used in sending and receiving electromagnetic waves or similar forms of wireless communications.

ANTENNA HEIGHT

The vertical distance measured from the base of the antenna mount at grade to the highest point of the antenna.

APARTMENT

A room or suite of rooms used as the dwelling of a family, including bath and culinary accommodations, located in a building in which there are three (3) or more such rooms or suits.

APARTMENT HOUSE

See "*Dwelling, Multiple*".

BAR

An establishment serving intoxicating liquors for consumption on the premises. The term "*bar*" shall include taverns, discotheques, nightclubs, private liquor clubs and saloons, but shall not include a restaurant. A "*bar*" shall include any establishment, whether or not there is a restaurant or similar facility on the premises, in which at least twenty-five percent (25%) of the gross income is derived from the sale of intoxicating liquors on the premises. For purposes of this definition, an "*intoxicating liquor*" means an intoxicating liquor as defined in Section 311.020, RSMo., as amended. A "*bar*" may include a "*restaurant bar*" as defined in Section 311.097, RSMo., if the establishment meets the thresholds set forth in this definition.

BASEMENT

A story having part but not more than one-half (½) of its height above grade.

BATHHOUSE

~~An establishment or business which provides the services of baths of all kinds, including all forms and methods of hydrotherapy, unless operated or supervised by a medical or chiropractic practitioner or professional physical therapist licensed by the State of Missouri.~~

BED AND BREAKFAST

A family home, occupied as a permanent dwelling by the proprietor, in which lodging and meals are provided for time-limited durations to not more than five (5) groups of patrons in a twenty-four (24) hour period.

BOARDING HOUSE

A building other than a hotel where, for compensation and by arrangement, lodging and meals are provided for three (3) or more persons.

BUILDING

Any structure designed or built for the support, enclosure, shelter or protection of persons, animals, chattels or property of any kind.

BUILDING, HEIGHT OF

The vertical distances from the grade to the highest point of the coping of the flat roof or to the deck line of a mansard roof, or to the mean height level between eaves and ridge for gable, hip and gambrel roofs.

CELL SITE

A tract, parcel of land, or location that contains wireless communication facilities consisting of the antennae, support structure and related equipment.

CELLAR

A story having more than one-half ($\frac{1}{2}$) of its height below grade. A cellar is not included in computing the number of stories for the purpose of height measurement.

CHILD DAY CARE FACILITY

A commercial or non-commercial facility for childcare during any part of a twenty-four (24) hour day.

CLINIC, MEDICAL

An establishment where patients, who are not lodged overnight, are admitted for examination and treatment by a group of physicians or dentists practicing medicine together.

COLLOCATION

Locating more than one (1) antenna or set of antennae on the same antenna mount.

COMMUNICATION TOWER

A land or water based tower including television; AM/FM radio; two-way radio; cellular phone; microwave; and similar transmission structures used for wireless communications.

CONDOMINIUM

A legal arrangement in which a dwelling unit in an apartment building is individually owned but to which the common areas are owned, controlled and maintained through an organization controlled by the individual owners.

DAY CARE CENTER

A facility, other than the provider's permanent residence, where child day care is provided.

DISTRICT

A section or sections of the City for which the zoning regulations governing the use of buildings and premises, the height of buildings, the size of yards, and the intensity of use are uniform.

DOCKOMINIUM

A legal arrangement or agreement between persons in which boat slips in a boat docking building or complex are sold and individually owned. Common areas and other amenities are owned,

controlled, and maintained through an organization comprised of the individual owners.

DWELLING

Any building or portion thereof which is designed for or used exclusively for residential purposes.

DWELLING, MULTIPLE

A building designed for or occupied exclusively by more than two (2) families.

DWELLING, SINGLE-FAMILY

A building designed for or occupied by one (1) family.

DWELLING, TWO-FAMILY

A building designed for or occupied exclusively by two (2) families.

ELEMENTARY SCHOOL

A school for the first four (4) to six (6) grades and includes kindergarten.

FAA

Abbreviation for the Federal Aviation Administration.

FCC

Abbreviation for the Federal Communications Commission.

FAMILY

An individual or two (2) or more persons occupying a premises and living as a single housekeeping unit, whether or not related to each other by birth or marriage, as distinguished from a group occupying a boarding house, lodging house or hotel as herein defined.

FAMILY DAY CARE

A permanent single-family residence occupied by a childcare provider in which care is given to no more than ten (10) children.

FILLING STATION OR SERVICE STATION

Any building, structure or land used for the dispensing, sale or offering for sale at retail of any automobile fuels, oils or accessories, including lubrication of automobiles and replacement or installation of minor parts and accessories but not including major repair work such as motor replacement, body and fender repair or spray painting.

FRONTAGE

All the property on one side of a street between two (2) intersecting streets (crossing or terminating), measured along the line of the street, or if the street is dead ended, then all of the property abutting on one side between an intersecting street and the dead end of the street.

GARAGE, PRIVATE

An accessory building designed or used for the storage of not more than four (4) motor-driven vehicles owned and used by the occupants of the building to which it is accessory. Not more than one (1) of the vehicles may be a commercial vehicle of not more than two (2) tons capacity.

GARAGE, PUBLIC

A building or portion thereof other than a private or storage garage, designed or used for equipping, servicing, repairing, hiring, selling or storing motor-driven vehicles.

GARAGE, STORAGE OR PARKING

A building or portion thereof designed or used exclusively for term storage by prearrangement of motor-driven vehicles, as distinguished from daily storage furnished transients, and within which motor fuels and oils may be sold, but no motor-driven vehicles are equipped, repaired, hired or sold.

GARDEN APARTMENT

Adjoining apartments to which the first (1st) floor units have individual fenced yards.

GRADE

1. For buildings having walls adjoining one (1) street only, the elevation of the sidewalk at the center of the wall adjoining the street.
2. For buildings having walls adjoining more than one (1) street, the average of the elevation of the sidewalks at the corners of all walls adjoining the streets.
3. For buildings having no wall adjoining the street, the average level of the finished surface of the ground adjacent to the exterior walls of the building.

Any wall approximately parallel to and not more than five (5) feet from a street line shall be considered as adjoining the street. Where no sidewalk exists the grade shall be established by the Public Works Director.

GROUP HOME

Any home in which eight (8) or fewer unrelated mentally or physically handicapped persons reside, and may include two (2) additional persons acting as houseparents or guardians who need not be related to each other or to any of the mentally or physically handicapped persons residing in the home.

GUYED TOWER

A communication tower that is supported, in whole or in part, by guy wires and ground anchors.

HIGH RISE APARTMENT

Generally an apartment type building of more than six (6) stories where elevators are the normal form of transit to the individual units.

HOME OCCUPATION

A lawful activity commonly carried on within a dwelling by a member or members of the family who occupy the dwelling where the occupation is secondary to the use of the dwelling for living purposes and the residential character of the dwelling is maintained. *Note:* See Section **405.435**.

HOTEL

A building in which lodging or boarding and lodging are provided and offered to the public for compensation and in which ingress and egress to and from all rooms is made through an inside lobby or office supervised by a person in charge at all hours. As such, it is open to the public as opposed to a boarding house, a lodging house, or an apartment, which are herein separately defined.

INSTITUTION

A business occupied by a nonprofit corporation or a nonprofit establishment for public use.

LAKE USE ZONE

The property lying within one hundred (100) yards of the shoreline with property lines extended lakeward from land as defined by AmerenUE.

LANDSCAPING

Lawns, trees, shrubs, hedges, blooming plants, living ground cover and similar vegetative material.

LAUNDROMAT

A business that provides home-type washing, drying or ironing machines for hire to be used by customer on the premises.

LIVING SPACE

Space within a dwelling unit utilized for living, sleeping, eating, cooking, bathing, washing and sanitation purposes.

[Ord. No. 20.72, 11-19-2020]**LOADING SPACE**

A space within the main building or on the same lot, providing for the standing, loading, or unloading of trucks, having a minimum dimension of twelve (12) by forty (40) feet and a vertical clearance of at least fourteen (14) feet.

LODGING HOUSE

A building other than a hotel where lodging only is provided for three (3) or more but not more than twenty (20) persons.

LOT

A parcel of land occupied or intended for occupancy by a use permitted in this Chapter, including one (1) main building together with its accessory buildings, the open spaces and parking spaces required by this Chapter, and having its principal frontage upon a street or upon an officially approved place.

LOT, CORNER

A lot abutting upon two (2) or more streets at their intersection.

LOT, DOUBLE FRONTAGE

A lot having a frontage on two (2) non-intersecting streets as distinguished from a corner lot.

LOT LINE

A line of record bounding a lot that divides one (1) lot from another lot or from a public or private street or place.

LOT OF RECORD

A lot which is part of a subdivision, the map of which has been recorded in the office of the Recorder of Deeds of the County or a parcel of land, the deed of which was recorded in the office of the Recorder of Deeds prior to the effective date of this Chapter.

MANUFACTURED HOME

A dwelling unit fabricated in an off-site manufacturing facility for installation or assembly at the building site, and bearing the Seal of the State of Missouri Public Service Commission, U.S.

Department of Housing and Urban Development, or its agent, which certifies that said dwelling was constructed in compliance with the Federal Manufactured Housing Construction and Safety Standards (24 CFR 3280). A "*manufactured home*" shall not be considered a mobile home when the running gear is removed and the home is cited in conformance with the architectural design standards of Section **405.140(F)**.

MARINA

A facility for the storing, servicing, fueling, berthing, and securing of boats and that may include eating, sleeping, and retail facilities for owners, crews, and guests.

MASSAGE THERAPY ESTABLISHMENT

Any place of business in which massage therapy is practiced.

MEDICAL MARIJUANA CULTIVATION FACILITY

A facility licensed by the State of Missouri to acquire, cultivate, process, store, transport and sell marijuana to a medical marijuana dispensary facility, medical marijuana testing facility or to a medical marijuana-infused products manufacturing facility.

MEDICAL MARIJUANA DISPENSARY FACILITY

A facility licensed by the State of Missouri to acquire, store, sell, transport and deliver marijuana, marijuana-infused products and drug paraphernalia used to administer marijuana as provided for in this Section to a qualifying patient, a primary caregiver, another medical marijuana dispensary facility, a medical marijuana testing facility or a medical marijuana-infused products manufacturing facility.

MEDICAL MARIJUANA TESTING FACILITY

A facility certified by the State of Missouri to acquire, test, certify and transport marijuana.

MEDICAL MARIJUANA-INFUSED PRODUCTS MANUFACTURING FACILITY

A facility licensed by the State of Missouri to acquire, store, manufacture, transport and sell marijuana-infused products to a medical marijuana dispensary facility, a medical marijuana testing facility, or to another medical marijuana-infused products manufacturing facility.

MOBILE HOME

A transportable, factory-built home, designed to be used as a year-round residential dwelling and built prior to enactment of the Federal Manufactured Housing Construction and Safety Standards Act of 1974, which became effective June 16, 1976.

MOBILE HOME PARK

Any parcel of land consisting of three (3) or more acres upon which two (2) or more mobile homes, occupied for dwelling or sleeping purposes are located, regardless of whether or not a charge is made for such accommodation. A "*mobile home space*" means the area within a mobile home district designed for the accommodation of one (1) mobile home.

MODELING STUDIO

~~An establishment or business which provides for a fee or compensation the services of modeling on premises for the purpose of reproducing the human body wholly or partially in the nude by means of photography, painting, sketching, drawing or otherwise. This does not apply to public or private schools wherever persons are enrolled in a class.~~

MODULAR HOME

A factory-built, transportable structure which bears the Seal of the State of Missouri Public Service Commission as adopted by the City of Osage Beach, and does not have its own running gear and is designed and regulated as a typical site-built home.

MONOPOLE

A self-supporting communication tower or sign constructed with a single pole.

MOTOR COURT OR MOTEL

A building or group of buildings used primarily for the temporary residence of motorists or travelers, for compensation, as such it is open to the public.

MOTOR HOME

1. A vehicular, portable structure built on a chassis and designed for temporary occupancy for travel, recreational, or vacation use; and when factory-equipped for the road.
2. A structure designed to be mounted on a truck chassis for use as a temporary dwelling for travel, recreation, and vacation.
3. A portable, temporary dwelling to be used for travel, recreational, and vacation purposes, constructed as an integral part of a self-propelling vehicle.
4. A canvas, folding structure, mounted on wheels and designed for travel, recreational, and vacation use.

NIT

Term used to describe a metric unit of luminance that is defined as one (1) candela per square meter (cd/m^2).

NON-CONFORMANCE

A condition of a structure or land which does not conform to the regulations of the district in which it is situated. This may include but is not limited to failure to conform to use, height, area, coverage or off-street parking requirements.

NON-CONFORMING USE

A structure or land occupied by a use that does not conform to the regulations of the district in which it is located.

NURSING HOMES

A home for the aged or infirm in which three (3) or more persons not of the immediate family are received, kept and provided with food, or shelter and care, for compensation, but not including hospitals, clinics, or similar institutions devoted primarily to the diagnosis, treatment or care of the sick or injured.

OFFICE BUILDING

A building composed of offices sharing common walls and corridors.

OPEN SPACE

This is the area within a planned unit development zone or a planned unit development overlay zone, which is not occupied by buildings, structures, right-of-ways, or parking areas, and for which ownership and maintenance provisions are provided for through some type of community/neighborhood association.

OUTDOOR DINING AREA

An unenclosed area located adjacent to a restaurant structure for the purpose of the service and consumption of food and beverages.

OUTDOOR ENTERTAINMENT

Activities which take place outside of the permanent enclosed structure which involve the patrons and/or the establishment's participation in activities or services offered by the establishment, such as dining, dancing, consumption of intoxicating liquors or noise producing activities. For purposes of this definition, patios, decks, porches, courtyards, piazzas, squares, terraces or yards are considered outside the permanent enclosed structure.

PARKING AREA

An open, unoccupied space used or required for use for parking of vehicles exclusively and in which no gasoline or vehicular accessories are sold or no other business is conducted and no fees are charged.

PARKING LOT

An open surfaced area used exclusively for the temporary storage of motor vehicles and within which motor fuels and oils may be sold and fees charged, but no vehicles may be equipped, repaired, rented or sold.

PARKING SPACE

A surfaced area, enclosed in the main building or in an accessory building, or unenclosed, exclusive of driveways, permanently reserved for the temporary storage of one (1) automobile and connected with a street or alley by a surfaced driveway which affords a factory ingress and egress for automobiles.

PLACE

An open unoccupied space or a public or private thoroughfare other than a street or as permanently reserved as the principal means access to abutting property.

PLANNED PUBLIC STREET

A roadway plan which has been studied and adopted by the City as an integral part of the Comprehensive Plan, or separate Major Thoroughfare Plan, Urban Development Plan, the general or detailed location of the street must be illustrated on the official map(s) of Osage Beach.

PLANNING COMMISSION

The official planning and zoning body of the City.

PRESCHOOL, NURSERY SCHOOL OR KINDERGARTEN CENTER

A facility where educational services are provided for children not otherwise a part of a school system. For purposes of this definition, such educational services and facilities shall be considered as a day care center.

PROFESSIONAL BUILDING

An office building generally housing doctors, lawyers or other licensed professional practitioners.

PUBLIC SEWER SYSTEM

A system of storage facilities, distribution and service mains, and other related equipment providing for the production and distribution of sewage which are owned and operated by the City of Osage Beach.

PUBLIC WATER SYSTEM

A system of storage facilities, distribution and service mains, and other related equipment providing for the production and distribution of potable water which are owned and operated by the City of Osage Beach.

REGIONAL SHOPPING CENTER

A commercial or retail development that has a minimum development area of fifty (50) acres, a minimum six hundred (600) feet of road frontage, and at least two (2) tenant spaces of fifty thousand (50,000) square feet or larger.

RELIGIOUS INSTITUTION

A building used for religious activities, particularly for religious worship services.

RESTAURANT

A building or structure in which at least seventy-five percent (75%) of gross income is derived from food prepared and served for consumption on the premises. Typical uses include buffets; cafes; cafeterias; caterers; theaters; fast food restaurants; food bars; frozen custard, ice cream and yogurt stores; luncheonettes; pizza parlors and pizzerias; sandwich bars; and snack shops. A "restaurant" may include a "restaurant bar" as defined in Section 311.097, RSMo., if the establishment meets the thresholds set forth in this definition.

SECONDARY SCHOOL

A school that is intermediate in level between elementary school and college and that usually offers general, technical, vocational, or college-preparatory curricula.

SEXUAL CONDUCT

Shall have the same meaning as defined in Section **210.430**.

SEXUALLY ORIENTED BUSINESS

Shall have the same meaning as defined in R.S.Mo. § 575.010(22) including all subcategories and subparts thereto.

SPECIFIED SEXUAL ACTIVITIES

1. Sexual conduct, being acts of, or simulated acts of, masturbation, homosexuality, sexual intercourse or physical contact with a person's genitals, pubic area, buttocks, or, if such a person be a female, her breasts;
2. Sexual excitement, being the condition of human male or female genitals when in a state of sexual stimulation or arousal; or
3. Sadomasochistic abuse, being flagellation or torture by or upon a person or the condition of being fettered, bound or otherwise physically restrained.

STORY

That portion of a building other than the cellar included between the surface of any floor and the surface of the floor next above it, or if there be no floor above it, then the space between the floor and the ceiling next above it.

STORY, HALF

A partial story under a gable, hip or gambrel roof, the wall plates of which on at least two (2) opposite exterior walls are not more than three (3) feet above the floor of such story, except that any partial story used for residence purposes other than for a janitor or caretaker or his/her family

or by a family occupying the floor immediately below it, shall be deemed a full story.

STREET

A public or private thoroughfare which affords the principal means of access to abutting property.

STREET LINE

A dividing line between a lot, tract or parcel of land and a contiguous street.

STRUCTURAL ALTERATION

Any change in the supporting members of a building, such as bearing walls, or partitions, columns, beams or girders, or any substantial change in the roof or in the exterior walls excepting such repair or replacement as may be required for safety of the building, but not including openings in bearing walls as permitted by existing ordinances.

STRUCTURE

A combination of materials to form a construction for use occupancy or ornamentation whether installed on, above or below the surface of land or water.

TOURIST HOME

A building other than a hotel where lodging is provided and offered to the public for compensation for not more than twenty (20) individuals and open to transient guests, with which there is used only one (1) sign not more than two (2) square feet in area.

TOURIST OR TRAILER CAMP

An area where one (1) or more tents or auto trailers can be or are intended to be parked, designed or intended to be parked, designed or intended to be used as temporary living facilities for one (1) or more families and intended primarily for automobile transients.

TOWNHOUSE

One (1) in a row of houses usually connected by common sidewalls designed exclusively for residential occupancy.

TRAILER

A vehicle, other than a motor vehicle, designed or intended for use for dwelling purposes, whether or not such vehicle is attached to or resting on the ground or something having a location on the ground.

TRANSITIONAL HOUSING FACILITY

Any facility used to house individuals who are subject to provisions of probation and/or parole or those who are in rehabilitation for substance abuse. This includes facilities that house those who are either of minor or adult status as defined by law.

UNCONVENTIONAL DWELLING

A dwelling in which more than fifty percent (50%) of the enclosed usable square footage within the primary structure is dedicated to space customarily defined as accessory such as storage, garage, shop space, and similar uses thereto.

YARD

An open space at grade between a building and the adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein. In measuring a yard for the purpose of determining the width of a side yard, the depth of a

front yard or the depth of the rear yard, the minimum horizontal distance between the lot line and the main building shall be used.

YARD, FRONT

A yard extending across the front of a lot and being the minimum horizontal distance between the street or place line and the main building or any projections thereof other than the projections of the usual uncovered steps, uncovered balconies, or uncovered porch. On corner lots, the front yard shall be considered as being parallel to the street upon which the lot has its least dimension.

YARD, REAR

A yard extending across the rear of a lot and being the required minimum horizontal distance between the rear lot line and the rear of the main building or any projections thereof other than the projections of uncovered steps, unenclosed balconies or unenclosed porches. On all lots, the rear yard shall be in the rear of the front yard.

YARD, SIDE

A yard between the main building and one side line of the lot and extending from the required front yard to the required rear yard, and being the minimum horizontal distance between a side lot line and the side of the main building or any projections thereof.

ZONING MAP

The Official Zoning Map of the City, such map being located in the office of the City Clerk.

Section 405.590 Special Uses Require Special Permission.

- B. *Use Requiring Special Permission — Duration Of Permission — Renewal.* Any of the following uses may be located in the district specified by special permission of the Board of Aldermen under such conditions as to operation, and off-street parking requirements as the Board of Aldermen may impose, and after public hearing by the Planning Commission, provided that in their judgement such use will not seriously injure the appropriate use of neighboring property, and will conform to the general intent and purpose of planning and zoning as set forth in the Chapter 89, RSMo., and shall comply with the height and area regulations of the district in which they may be located. All special use permits granted under this Section, including renewals, unless otherwise stated below, shall expire on the last day of February following the calendar year of their issuance. The purpose of such special use permits being issued on an annual basis and for the forthcoming year is to allow for an annual review by the Board of Aldermen of all such special use permits in a manner which will allow public input and allow adequate notice to any affected, aggrieved or interested parties. The Board of Aldermen shall conclude their reviews on or before the last day of February with new or renewed permits effective March first (1st). All special use permits are renewable by the Board of Aldermen and subject to the rules and restrictions prescribed by the Board of Aldermen. The City Clerk shall mail by certified mail to all special use holders and property owners within one hundred eighty-five (185) feet of special use permit property, at least sixty (60) days in advance of February twenty-eighth
8. ~~Adult entertainment establishments~~ **Sexually Oriented Businesses**. This use may only be permitted in "C-1", "I-1" and "I-2" zoning districts after meeting the following minimum requirements:
- a. *Special conditions.*

- (1) ~~No adult bookstore, adult entertainment facility, bathhouse or modeling studio~~**sexually oriented business** shall be permitted **in any location which is prohibited by R.S.Mo. § 573.531.1** within two thousand (2,000) feet of any religious institution, school, or public park or any property zoned only for residential use. Such distance shall be measured in a straight line without regard to intervening properties from the closest exterior structural wall of the adult entertainment establishment to the closest property line of the religious institution, school, or public park, or the property zones for residential use.
- (2) ~~No adult entertainment establishment~~**sexually oriented business** shall be allowed to locate or expand **in any way which would be prohibited by R.S.Mo. § 573.531.1** within one thousand (1,000) feet of any other adult entertainment use or of any business licensed to sell or serve alcoholic beverages whether or not such business is also an adult entertainment establishment as defined in this Section. The distance between any two (2) adult entertainment establishments or between an adult entertainment establishment and a business selling or serving alcoholic beverages shall be measured in a straight line without regard to intervening structures from the closest exterior structural wall of each business.
- (3) All access to and from the adult entertainment establishment shall be provided from a street classified as an arterial street.
- (4) The property on which such use is located shall have a minimum of one hundred (100) feet of street frontage.
- ~~(5) The property on which the use is located shall be screened by solid masonry wall, at least six (6) feet in height along all interior property lines.~~
- ~~(65)~~ The facility on which the use is located and the parking for such facility shall have a front setback as per Section **405.430**, a side yard setback of ten (10) feet, and a rear yard setback of ten (10) feet.
- ~~(76)~~ Off-street parking shall be provided at a ratio of one (1) parking space per seventy-five (75) square feet of interior floor area. All off-street parking requirements shall conform to Article **IX** of this Chapter.
- ~~(87)~~The facility in which the use **sexually oriented business** is located shall be designed in such a fashion that all openings, entries, and windows prevent view into such facilities **such no "explicit sexual material," material or conduct which is "pornographic for minors," "sodomasochistic abuse," "nudity," or "visual depictions" thereof (as those quoted terms are defined in R.S.Mo. § 575.010) may be visible** from any pedestrian, sidewalk walkway, street or other public area. ~~No adult entertainment activity shall take place partially or totally outside the adult entertainment establishment.~~
- ~~(98)~~The facility in which such a use is located shall be limited to **the signage permitted by R.S.Mo. § 226.531** ~~one (1) wall mounted sign no greater than one (1) square foot of sign per linear foot of wall length, not to exceed a total of fifty (50) square feet; said sign shall not flash, blink or move by mechanical means and shall not extend above the roof line of the building. Further, no merchandise or pictures of products or entertainment on the premises shall be displayed in window areas or any area where such merchandise or pictures can be viewed from~~ **any pedestrian, sidewalk walkway, street or other public area** ~~the sidewalk in front of the building. No flashing lights and/or lighting which leaves the impression of motion or movement shall be permitted. Nothing herein shall exempt a sexually oriented business~~

from the generally applicable sign requirements in Article V of this Chapter.

- (109) Lighting the parking area must provide a minimum light level of 0.25 foot-candles over the entire parking area, but in no point shall the light level exceed 3.0 foot-candles, nor shall any increase in light levels or visible glare be permitted at the lot line.

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 judgment or degree 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. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME: May 18, 2023

READ SECOND TIME:

I hereby certify that Ordinance No.23.42 was duly passed on Beach. The votes thereon were as follows:

by the Board of Aldermen of the City of Osage

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No.23.42.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: June 1, 2023
Originator: Kevin Crooks, Public Works Operations Manager
Presenter: Kevin Crooks, Public Works Operations Manager

Agenda Item:

Bill 23-43- An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a 5 year agreement with OpenGov for the installation and use of their asset and operations management software for an amount not to exceed \$134,000.
Second Reading

Requested Action:

Second Reading of Bill #23-43

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$25,001 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

Yes - We would like to get them working on implementation as quickly as possible.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 20-00-733610 Maintenance and Support Services

FY2023 Budgeted Amount:	\$13,700
FY2023 Expenditures to Date (05/08/23):	(\$ 1,472.00)
FY2023 Available:	\$12,238.00
 FY2023 Requested Amount:	 \$13,328.37

Budget Line Item/Title: 30-00-733610 Maintenance and Support Services

FY2023 Budgeted Amount:	\$15,800
FY2023 Expenditures to Date (05/08/23):	(\$ 1,501.02)
FY2023 Available:	\$14,298.98

FY2023 Requested Amount: \$13,328.37

Budget Line Item/Title: 35-00-733610 Maintenance and Support Services

FY2023 Budgeted Amount: \$17,300

FY2023 Expenditures to Date (05/08/23): (\$ 6,400.)

FY2023 Available: \$10,900

FY2023 Requested Amount: \$13,328.37

Department Comments and Recommendation:

Bids were opened for this project on 01/31/2023. The City received 3 bids and the bid tab is attached. The team that evaluated these bids was Richard Ross, Mike Welty, and myself. As well as GIS analysis from Thomas Ehlinger, our staff GIS Technician.

A lot of work was put into trying to identify which one of these vendors would be the best fit for Osage Beach. As you know, Public Works is struggling with our current Operation Management System. It does not have a direct connection to our GIS System, the reporting feature is difficult to navigate, remote access is limited, the materials tracking component is sub-par, and it is just not designed to handle an operation of our size.

The low bidder for this project is Brightly Software, so we immediately began talking with them. We demoed their product and there were a lot of positives that came out of that experience. We then worked with their representatives to identify another city that would be utilizing the software in a similar way to how we would be using it. Again, because of the struggles that we have had with our current software and the history of work order management here in Osage Beach, it is really important that we find a product that we know will work for our needs. Brightly provided us with several lists of other cities using their software, but when I did the research and talked to these cities, I found none that were really utilizing the software in the robust way that we really need to use it. This includes direct access to the City's GIS database with the ability to update data and have it sync between multiple platforms, tools that allow for extensive programming of workflows, and streamlined tracking and management of City assets. Brightly says that their software can do all of these things and more, but we were never able to verify any of this through our interaction with several of their current customers. In most cases, what we found was City's using their software in a very basic way with none of the advanced features' setup and working.

We spent a lot of time trying to find one active Brightly user that was fully utilizing the software and we were unsuccessful. Without being able to see the software used in the field in the way we need it to work, we did not feel comfortable moving forward with them in any way.

The second lowest bidder is Cartagraph. During our bid process, Cartagraph was

purchased by OpenGov. Cartagraph is now OpenGov. We were able to demo their product and then experience it working in the field. We were able to see the reports it generated, experience the software's remote functions, and programmable workflow features, and it's compatibility with our GIS data sets. I believe Cartagraph is the obvious choice, and as a former cartagraph user of 13 years, I can attest to its benefits.

When we budgeted for this product, the idea was that we would expand this operation management and work order-based software beyond Public Works and into Parks, Airports and Building departments. Year one will be the implementation of the Public Works pieces and year two will be the implementation of all of the other pieces. In years 3 through 5 we simply pay for the support costs or any licensing changes we may need.

The budget for the first year of this project was \$30,000, split equally between transportation, water, and sewer. The total first year cost will be \$39,985.13 which means that each department cost is \$13,328.37. All three departments will be over budget(\$3,328.37), so I have asked the City Administrator to prepare budget amendments for your approval.

The City did apply for and was awarded a county ARPA Grant that will pay the City \$29,770.00 for this purchase.

If approved, the year two through five costs will be budgeted amongst multiple departments as we expand the software beyond Public Works. The total cost of this agreement is \$127,703.34 which is split up over 5 years as detailed in the first few pages of Open Gov's attached proposal. I am asking for the board to approve a not to exceed ordinance for \$134,000 so that if we have personnel changes, we can accommodate adding additional licenses, as needed, without having to come back to the board for additional approval.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-43 is in correct form.

City Administrator Comments:

I concur with the department's recommendation. This budget amendment falls within the perimeters of an Administrative Amendment, and will be completed upon approval of Bill 23.43. Monies are available within each budgeted fund.
First reading was read and approved on May 18, 2023.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE SIGN A 5-YEAR AGREEMENT WITH OPEN GOV. FOR THE INSTALLATION AND USE OF THEIR ASSET AND OPERATIONS MANAGEMENT SOFTWARE FOR AN AMOUNT NOT TO EXCEED \$134,000.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to sign a contract with Open Gov. under substantially the same or similar terms and conditions as set forth in “Exhibit A”.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed One Hundred and Thirty-Four Thousand Dollars (\$134,000.00)

Section 3. 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 4. This Ordinance shall be in full force and effect from date of passage and approval by the Mayor.

READ FIRST TIME: May 18, 2023

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.43 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 his signature.

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.43.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk



OpenGov Inc.
PO Box 41340
San Jose, CA 95160
United States

Quote Number: OG-Q007876
Created On: 4/17/2023
Order Form Expiration: 5/31/2023
Subscription Start Date: 7/1/2023
Subscription End Date: 6/30/2028

Prepared By: Braden Taylor
Email: btaylor@opengov.com
Contract Term: 60 Months

Customer Information		Contact Information	
Customer:	City of Osage Beach, MO	Contact Name:	Kevin Crooks
Bill To/Ship To:	1000 City Parkway Osage Beach, MO United States	Email:	kcrooks@osagebeach.org
		Phone:	(573) 302-2020
Order Details			
Billing Frequency: Annually in Advance			
Payment Terms: Net Thirty (30) Days			

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Fee
Asset Management Stormwater Domain, Transportation Domain, Walkability Domain, Wastewater Collection Domain, Water Distribution Domain, 811 Integration (25k - 100k)	7/1/2023	6/30/2024	\$14,230.13
Asset Management Facilities Domain, Parks & Recreation Domain, Stormwater Domain, Transportation Domain, Walkability Domain, Wastewater Collection Domain, Water Distribution Domain, 811 Integration (25k - 100k)	7/1/2024	6/30/2025	\$14,987.55
Asset Management Facilities Domain, Parks & Recreation Domain, Stormwater Domain, Transportation Domain, Walkability Domain, Wastewater Collection Domain, Water Distribution Domain, 811 Integration (25k - 100k)	7/1/2025	6/30/2026	\$15,736.93
Asset Management Facilities Domain, Parks & Recreation Domain, Stormwater Domain, Transportation Domain, Walkability Domain, Wastewater Collection Domain, Water Distribution Domain, 811 Integration (25k - 100k)	7/1/2026	6/30/2027	\$16,523.77
Asset Management Facilities Domain, Parks & Recreation Domain, Stormwater Domain, Transportation Domain, Walkability Domain, Wastewater Collection Domain, Water Distribution Domain, 811 Integration (25k - 100k)	7/1/2027	6/30/2028	\$17,349.96

Annual Subscription Total: See Billing Table

PROFESSIONAL SERVICES:

Product / Service	Start Date	Annual Fee
Professional Services Deployment - Prepaid (Phase 1)	7/1/2023	\$25,755.00
Professional Services Deployment - Prepaid (Phase 2)	7/1/2024	\$23,120.00

Professional Services Total: See Billing Table

Billing Table:

Billing Date	Amount Due	
July 1, 2023	\$39,985.13	(Annual Software Fee + Professional Services Phase 1 Payment)
July 1, 2024	\$38,107.55	(Annual Software Fee + Professional Services Phase 2 Payment)
July 1, 2025	\$15,736.93	
July 1, 2026	\$16,523.77	
July 1, 2027	\$17,349.96	

Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at PO Box 41340, San Jose, CA 95160 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA") executed by the parties and attached, or if no such SSA is executed or attached, the SSA at <https://opengov.com/terms-of-service> and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

City of Osage Beach, MO

Signature: _____
Name: _____
Title: _____
Date: _____

OpenGov, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____

OPENGOV SOFTWARE SERVICES AGREEMENT

This Software Services Agreement (this “**Agreement**”) is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at 6525 Crown Blvd #41340, San Jose, CA 95160 (“**OpenGov**”) and the customer listed on the signature block below (“**Customer**”), as of the date of last signature below (the “**Effective Date**”). This Agreement sets forth the terms under which Customer will be permitted to use OpenGov’s hosted software services.

1. DEFINITIONS

“Customer Data” means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer’s software systems of record). Customer Data shall not include any confidential personally identifiable information.

“Documentation” means the documentation for the Software Services at the Customer Resource Center page found at <https://opengov.zendesk.com>.

“Feedback” means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

“Initial Term” means the initial license term specified in number of years on the Order Form, commencing on the Effective Date.

“Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

“Order Form” means OpenGov’s Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

“Renewal Term” means each additional renewal period, which shall be for a period of equal duration as the Initial Term, for which this Agreement is extended pursuant to Section 7.2.

2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer (“**Software Services**”).

2.2 Support & Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at <https://opengov.com/service-sla>, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

2.3 Professional Services.

(a) If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work (“**SOW**”) agreed to by the parties (the “**Professional Services**”). Unless otherwise specified in the SOW, any pre-paid Professional Services Fees must be utilized within one (1) year from the Effective Date. Any unused pre-paid Professional Services Fees shall be forfeited.

(b) Unless the SOW provides otherwise, all reasonable travel expenses, pre-approved by Customer and incurred by OpenGov in performing the professional services will be reimbursed by Customer. Travel expenses

include cost of coach airfare travel round trip from the individual's location to Customer's location, reasonable hotel accommodations, ground transportation and meals.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2 Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CUSTOMER DATA

4.1 Software Services. OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2 Customer Data. Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners (which include, without limitation the hosting providers of the Software Services) to, use, store, edit and reformat the Customer Data, and to use Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, or for analyzing such data and publicly disclosing such analysis ("**Insights**"), provided that in all such uses Customer Data is rendered anonymous such that Customer is no longer identifiable.

4.3 Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4 Feedback. Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. CONFIDENTIALITY

5.1 Each party (the "**Receiving Party**") agrees not to disclose any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order including the Missouri Sunshine Law, R.S.Mo. Chapter 610, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5.2 “**Confidential Information**” means all confidential business, technical, and financial information of the disclosing party that is marked as “Confidential” or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov’s Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

5.3 Notwithstanding the foregoing, “Confidential Information” does not include: (a) “**Public Data**,” which is data that the Customer has previously released to the public, would be required to release to the public, upon request, according to applicable federal, state, or local public records laws, or Customer requests OpenGov make available to the public in conjunction with the Software Services. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party’s Confidential Information.

6. PAYMENT OF FEES

6.1 Fees; Invoicing; Payment; Expenses.

(a) Fees. The fees for the Software Services for the Initial Term and any Renewal Term (“**Software Services Fees**”) and the fees for Professional Services (“**Professional Services Fees**”) are set forth in the applicable Order Form. Software Services Fees and Professional Services Fees shall hereafter be referred to as “**Fees**”. Except to the extent otherwise expressly stated in this Agreement or in an Order Form, (i) all obligations to pay Fees are non-cancelable and all payments are non-refundable, (ii) Customer must pay all Fees due under all Order Forms and SOW within thirty (30) days after Customer receives each invoice (invoices are deemed received when OpenGov emails them to Customer’s designated billing contact); (iii) the Software Service Fee shall be due annually in advance, and (iv) Customer must make all payments without setoffs, withholdings or deductions of any kind.

(b) Annual Software Maintenance Price Adjustment. OpenGov shall increase the Fees payable for the Software Services during any Renewal Term by 5% each year of the Renewal Term.

(c) Invoicing and Payment. OpenGov will invoice the Customer according to the Billing Frequency listed on the Order Form. Customer shall pay all invoices according to the Payment Terms listed on the Order Form.

(d) Travel Expenses. Unless the SOW provides otherwise, OpenGov will invoice Customer for travel expenses, pre-approved by the Customer, incurred in connection with each SOW as they are incurred. Customer shall pay all such valid invoices within thirty (30) days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

(e) Customer Delays; On Hold Fee.

I. On Hold Notice. Excluding delays caused by Force Majeure as described in Section 10.5, if OpenGov determines that Customer’s personnel or contractors are not completing Customer’s responsibilities described in the applicable SOW timely or accurately, OpenGov shall promptly, but in no event more than thirty (30) days from the date of such determination deliver to Customer a notice (an “**On Hold Notice**”) that (A) designates the Professional Services to be provided to the Customer as “**On Hold**”, (B) detail Customer’s obligations and responsibilities necessary for OpenGov to continue performing the Professional Services, and (C) specify the Customer shall be invoiced for lost time in production (e.g. delayed or lost revenue resulting from rescheduling work on other projects, delay in receiving milestone payments from Customer, equipment, hosting providers and human resources idle) for a fee equal to 10% of the first year Software Service Fee (the “**On Hold Fee**”).

II. Effects of On Hold Notice. Upon issuing an On Hold Notice, OpenGov shall be entitled, without penalty, to (A) reallocate resources otherwise reserved for the performance of the Professional Services, and (B) stop or caused to be stopped the Professional Services to be provided to the Customer until the Customer has fulfilled its obligations as set forth in the On Hold Notice. OpenGov shall remove the “On Hold” status, only upon Customer’s fulfillment of its obligations set out in the On Hold Notice, including payment of the On Hold

Fee. Upon Customer's fulfillment of its obligations in the On Hold Notice, OpenGov may, in its sole discretion, extend the timeline to complete certain Professional Services up to six (6) weeks, depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources will be the same as those who were working on the project prior to it being placed On Hold). OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities or adhere to a Customer schedule which were brought to the attention of the Customer on a timely basis, unless such delays result, directly or indirectly from the failure of OpenGov or its authorized independent contractors to perform the Professional Services in accordance with this Agreement or applicable SOW.

6.2 Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) Customer will owe late interest penalty of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower and (b) If Customer's account remains delinquent (with respect to payment of a valid invoice) for thirty (30) days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to ninety (90) days to pursue good faith negotiations before pursuing termination in accordance with Section 7. Customer will continue to incur and owe all applicable Fees irrespective of any such Service suspension based on such Customer delinquency.

6.3 Taxes. All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("**Sales Taxes**"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

7. TERM & TERMINATION

7.1 Term. Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date and shall continue until the Subscription End Date specified on the Order Form (the "**Initial Term**") unless sooner terminated pursuant to Section 7.3 below.

7.2 Renewal. This Agreement shall automatically renew for another period of the same duration as the Initial Term (the "**Renewal Term**" and together with the Initial Term, the "**Term**"), unless either party notifies the other party of its intent not to renew this Agreement in writing no less than thirty (30) days before the end of the Initial Term.

7.3 Termination. Neither party shall have the right to terminate this Agreement without a legally valid cause. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement.

7.4 Effect of Termination.

(a) **In General.** Upon termination pursuant to Section 7.3 or expiration of this Agreement pursuant to Section 7.1: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination or expiration, (b) all Software Services provided to Customer hereunder shall immediately terminate; and (c) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

(b) **Deletion of Customer Data.** Unless otherwise requested pursuant to this Section 7.4(b), upon the expiration or termination of this Agreement the Customer Data, excluding any Insights, shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data, excluding any Insights, prior to the date of termination or expiration of this Agreement. Such

request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice described at Section 10.

7.5 Non-Appropriations. Customer may terminate this Agreement, upon providing at least ninety (90) days notice prior to the annual anniversary date of the Agreement ("Anniversary Date") upon the occurrence of an Event of Nonappropriation as defined below. An "Event of Nonappropriation" occurs when prior to each Anniversary Date: a) Customer uses all efforts that are lawful and within Customer's official power, to secure the appropriate funds for the next year's Fees, including indicating the Software Services serve an essential purpose to Customer; and b) Customer has not acquired, used or issued a proposal for similar products or services during this period or has not hired any third party or allowed its own employees to use other services in place of the Software Services. Customer shall permit OpenGov to assist with the efforts in a) above, including providing OpenGov with direct access to Customer's applicable appropriations team.

7.6 Survival. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4(b) (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

8.1 By OpenGov.

(a) **General Warranty.** OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related statement of work and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform all such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must make any claim under the foregoing warranty to OpenGov in writing within ninety (90) days of performance of such work in order to receive such warranty remedies.

(b) **Software Services Warranty.** OpenGov further represents and warrants that for a period of ninety (90) days, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 8.1(b) must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the Fee for such Software Services.

8.2 By Customer. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3 Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR

ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2 By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3 Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

9.4 No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. MISCELLANEOUS

10.1 Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2 Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However, for notices, including legal notices, required by the Agreement (in Sections where the word "notice" appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).

10.3 Anti-corruption. OpenGov has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement, other than reasonable gifts and entertainment provided Customer in the ordinary course of business. If OpenGov become aware of any violation of the above restriction then OpenGov shall promptly notify Customer.

10.4 Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5 Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6 Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.

10.7 Assignment. Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors.

10.8 Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.

10.9 Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.10 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Missouri without regard to its conflict of laws provisions. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in Camden County, Missouri, and the parties hereby submit to the personal jurisdiction and venue therein.

10.11 E-Verify. If the Contract is for an aggregate value in excess of \$5,000.00, Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the Contract. Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the Work. See R.S.Mo. § 285.530.

10.12 No Indemnification by City. Nothing in the Contract shall be construed to require the City to indemnify Contractor. Such indemnification is illegal under Missouri law. See Mo. A.G. Opinion 138-87 (1987).

10.13 Complete Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

[SIGNATURE PAGE TO FOLLOW]

Signatures

Customer: City of Osage Beach, MO

OPENGov, INC.

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____

[SIGNATURE PAGE TO OPENGOV SOFTWARE SERVICES AGREEMENT]

City of Osage Beach Osage Beach PW, Building, Parks, and Airport Operations Management System

Bid Opening Date: 1/31/2023

Vendor Name	Cartegraph	Brightly Software	Centricity
Year One Cost	\$ 25,755.00	\$ 23,412.17	\$ 66,500.00
Year Two Cost	\$ 23,120.00	\$ 11,515.48	\$ 57,500.00
Annual Cost Year One	\$ 14,230.13	included	\$ 23,000.00



City of Osage Beach
REQUEST FOR PROPOSAL

Title: Osage Beach Public Work, Building, Parks, and Airport Operations Management System

Date Issued: October 19, 2022

Due Date and Time: November 7, 2022, 2:00 PM

Return To: City of Osage Beach
Office of the City Clerk
1000 City Parkway
Osage Beach, MO 65065

This is an invitation to submit proposals to furnish the materials and/or services described herein. Please submit prices/fees net of all discounts. Proposals shall be submitted before the due date and time in a sealed envelope with the RFP title clearly marked on the front. In the event it should be necessary to revise the RFP, notice will be given in writing to all businesses/individuals who received the original RFP.

SEALED REQUEST FOR PROPOSALS MUST BE PHYSICALLY RECEIVED IN THE OFFICE OF THE CITY CLERK BY THE DUE DATE AND TIME.

Overview:

Request for Proposal (RFP) – For Public Work, Building, Parks, and Airport Operations Management System is a solicitation to obtain proposals for the purchase of an Operations Management System to assist the city with work order processing, as well as the tracking and managing of city assets.

Project Details:

The City of Osage Beach is screening potential vendors regarding deployment of an Operation Management System to assist with work order processing, as well as the tracking and managing of city assets. The city will choose the vendor whose system best meets the following criteria:

- Has services and/or a platform that's compatible with mobile devices for data collection and editing.
- Can be integrated with the City's ESRI Platform and associated applications.
- Can create accurate projections/scenarios based on budget, use, age, and other variables for asset life expectancy.
- Has widespread use as to maximize the potential of importing/exporting data with 3rd party contractors.
- User friendly interfaces for both desktop and mobile devices.
- Excellent ongoing customer support, technical support, training, documentation, and staff.
- A variety of tools that allow for extensive automation/programming of workflows.
- Cost of deployment and maintenance.
- Variable permissions by users and/or groups.

Project Goals:

- Deploy a system that best fits the City of Osage Beach's needs. This includes administrative functions and processes, tutorials on functionality and tool use and general support.
- After deployment, provide training and ongoing support with day-to-day operations as needed through a combination of city and vendor support.
- Provide training and support for higher level tools including but not limited to risk assessment, cost analysis, life expectancy curves, inspection applications, and resource analysis.
- Lay the groundwork for financial and resource analysis for future capital projects.
- The city would like to take a tiered approach to deployment:
 - Year #1 (2023) = Water, Sewer, Transportation, Sidewalks, Signals, Stormwater, 811/ Locates- 30 users.
 - Year #2 (2024) = Parks, Airports, Facilities, Fleet, Scenario Builder.
 - We ask that potential vendors provide a separate cost for year one and year two, as well as a cost for adding more users

Scope of Work:

The project expectations are as follows:

- Once chosen, the selected vendor will assist with the initial deployment, integration with existing city GIS data for Public Works and other departments, administrative functions, and troubleshooting. The vendor will provide guidance on some of the more nuanced technical items and expectations during this process, including best practices and possible roadblocks.
- After successful deployment, it is expected that the selected vendor will provide ongoing training and support to city staff. This includes assistance with major project tasks and workflows, automations, rollouts to other city departments and general technical support.
- This is expected to be a tiered deployment, so bullet point two is extremely important.

Qualifications:

The intent of this RFP is to select a qualified business to furnish the materials and/or services described herein. Businesses shall include in their proposal a description of its track record in performing services specified in this RFP and any other information relevant to making a determination as to the ability to provide these materials and/or services.

Terms and Conditions:

Business/Individual shall conform to all rules, regulations, ordinances, laws, or directives set forth by the City of Osage Beach, State of Missouri and the Missouri Department of Transportation.

Business/Individual shall conform to any and all changes made to the contract/agreement as a result of any ordinance, law and/or directive issued by the City of Osage Beach or the State of Missouri. The City reserves the right to waive any variances from the original RFP in cases where the variances are considered to be in the best interest of the City.

The Business/Individual shall indemnify, save, and hold harmless the City of Osage Beach, Missouri, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the operator or its employees, agents, subcontractors, or assignees pursuant to the terms of the agreement resulting from this RFP.

Proposal Submission:

Proposal packets to include:

- RFP Form (enclosed)
- Any additions to the RFP Form regarding specifications.

Proposals may be mailed, or hand delivered. All proposals must be received by the Office of the City Clerk, City of Osage Beach, 1000 City Parkway, Osage Beach, MO, 65065, prior to 2:00 PM, November 7, 2022. Proposals must be clearly marked **Osage Beach Public Work, Building, Parks, and Airport Operations Management System** on the outside of the proposal packet. Proposals are NOT accepted by fax or email.

For Additional Information or Clarification, Contact:

- Mike Welty
Assistant City Administrator
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Ext 1011
- Tara Berreth
City Clerk
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 Ext 1020

Award Details:

Bids will be evaluated by City Management. A candidate may be selected based on the ability and resources to provide the best products and/or services as described herein. If no decision can be reached, the Management Staff may ask for additional information. All bidders submitting a response to this RFP will be notified of the outcome.

The City of Osage Beach, Missouri reserves the right to reject any or all bids received in response to this RFP, or to cancel this RFP if it is in the best interest of the City to do so. Failure to furnish all information or to follow the bid format requested in this RFP may disqualify the bid submitted. Any exception to the details listed in this RFP must be identified in the bid documents.

All bids become the property of the City of Osage Beach, Missouri upon receipt. The City shall have the right to use all ideas or adaptations of the ideas contained in any bid received in response to this RFP. Disqualification of a bid does not eliminate this right.

All material submitted in response to this RFP will become public record and will be subject to inspection after a proposal is approved by the Board of Alderman. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the bid. Such request must include justification for the request and approval by the City. Neither cost nor pricing information nor a total bid will be considered proprietary.

City of Osage Beach RFP FORM

Proposal for Osage Beach Public Work, Building, Parks, and Airport Operations Management System

Tara Berreth
City Clerk

SUBMITTED BY: _____

Company Name

DATE SUBMITTED: _____

Details including images/photos/artwork/warranty and cost estimates (please provide individual price and quantity discounts if any) – attach additional sheet(s) for clarification if necessary:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Description of proposer's recent experience/references – attach additional sheet(s) if necessary:

[illegible]

Pursuant to and in accordance with the above stated RFP, the undersigned hereby declares that they have examined the RFP documents and specifications for the **Osage Beach Public Work, Building, Parks, and Airport Operations Management System**. The undersigned proposes and agrees, if their proposal is accepted, to furnish the materials and services described in the RFP documents.

Company _____ By _____
(Authorized Representative)

Address _____ (Print or type name and title)

Phone _____ Email _____

FAX _____ Date _____

City of Osage Beach
Agenda Item Summary

Date of Meeting: June 1, 2023
Originator: Tara Berreth, City Clerk
Presenter: Cole Bradbury, City Attorney

Agenda Item:

Bill 23-44 - An ordinance designating a portion of the City of Osage Beach, Missouri, as a Redevelopment Area; approving the Lakeport Village Tax Increment Financing Redevelopment Plan; making findings related thereto; approving a Redevelopment Project for the Redevelopment Area and adopting Tax Increment Financing with respect thereto; and authorizing certain actions by City Officials. *Second Reading*

Requested Action:

Second Reading of Bill #23-44

Ordinance Referenced for Action:

RSMo Section 99.800 - Section 99.825 regarding TIF (Tax Increment Financing) plan and financing.

Deadline for Action:

Yes - Within 14 to 90 days from the completion of the public hearing there must be the first reading of the Ordinances approving (1) the Redevelopment Plan and Redevelopment Project.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

This project was heard before the TIF Commission at a Public Hearing on April 17, 2023. The TIF Commission voted 7 "Ayes" to 4 "Nays". Moving the project to the Board of Aldermen for final approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-44 is in correct form.

City Administrator Comments:

This ordinance is requested to approve the Lakeport Village TIF Plan, establishing a redevelopment area, designating the developer of record, and other action related to the approval of the Plan. All procedural requirements have been completed to approve said TIF Plan. The TIF Commission held two meetings, the first informational, the second completing the required public hearing before the TIF Commission, ultimately approving the plan to move to the Board of Aldermen for final approval consideration. Documents enclosed include the Plan, Cost Benefit Analysis, Blight Study, and TIF Commission meeting minutes. TIF Commission meeting minutes and other documentation are included to provide further information for you in your consideration of Bill 23.44.

First reading was read and approved on May 18, 2023 by the Board of Aldermen, following a Public Hearing.

AN ORDINANCE DESIGNATING A PORTION OF THE CITY OF OSAGE BEACH, MISSOURI, AS A REDEVELOPMENT AREA; APPROVING THE LAKEPORT VILLAGE TAX INCREMENT FINANCING REDEVELOPMENT PLAN; MAKING FINDINGS RELATED THERETO; APPROVING A REDEVELOPMENT PROJECT FOR THE REDEVELOPMENT AREA AND ADOPTING TAX INCREMENT FINANCING WITH RESPECT THERETO; AND AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS.

WHEREAS, the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri (the “Act”), authorizes municipalities to approve redevelopment projects pursuant to the Act; and

WHEREAS, the City of Osage Beach, Missouri (the “City”), duly created the Tax Increment Financing Commission of the City of Osage Beach, Missouri (the “TIF Commission”), pursuant to the Act; and

WHEREAS, the Act authorizes the TIF Commission to hold public hearings with respect to proposed redevelopment areas, redevelopment plans and redevelopment projects and to make recommendations thereon to the Board of Aldermen of the City; and

WHEREAS, the TIF Commission has reviewed a plan for redevelopment known as the “Lakeport Village Tax Increment Financing Redevelopment Plan,” attached as Exhibit A hereto and incorporated herein by this reference (the “Redevelopment Plan”), for an area consisting of approximately 24 acres located northeast corner of the Jefferies Road and U.S. Route 54 interchange (as further described on Appendix 1 to the Redevelopment Plan, the “Redevelopment Area”); and

WHEREAS, the Redevelopment Plan describes a redevelopment project consisting of the construction of a family-friendly resort and entertainment district, which is expected to include an approximately 350-425 room hotel with at least 15,000 square feet of conference center facilities (inclusive of ballroom space, business center space, and/or meeting space), an outdoor area, amusement and entertainment uses, a boardwalk overlooking the Lake of the Ozarks, a multi-story parking garage and not less than approximately 15,000 square feet of commercial space to accommodate restaurant, retail and other commercial uses (collectively, the “Redevelopment Project”); and

WHEREAS, implementation of the Redevelopment Plan and the Redevelopment Project will remediate the conditions that cause the Redevelopment Area to be a “blighted area” under the Act; and

WHEREAS, after all proper notice was given, the TIF Commission held a public hearing in conformance with the Act on April 17, 2023 and received comments from all interested persons and taxing districts relative to (1) the Redevelopment Plan, (2) the designation of the Redevelopment Area and (3) the approval of the Redevelopment Project; and

WHEREAS, on April 17, 2023, after due deliberation, the TIF Commission passed a resolution (attached as Exhibit B hereto) recommending that the Board of Aldermen (1) approve the Redevelopment Plan, (2) designate the Redevelopment Area as a “redevelopment area,” as defined by the Act, (3) approve the Redevelopment Project and (4) adopt tax increment financing with respect to the Redevelopment Project;

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

Section 1. Findings Required by the Act. The Board of Aldermen hereby makes the following findings:

A. The Redevelopment Area on the whole is a “blighted area,” as defined in Section 99.805(1) of the Act, has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing. This finding includes, and the Redevelopment Plan sets forth and the Board of Aldermen hereby finds and adopts by reference: (i) the study prepared by PGAV Planners, a consulting firm specializing in land use and urban planning, which includes a detailed description of the factors that qualify the Redevelopment Area as a “blighted area” and qualify the Redevelopment Project pursuant to the provisions of Section 99.810.1(1) of the Act, and (ii) an affidavit, signed on behalf of the proposed developer of the Redevelopment Project, attesting that the provisions of Section 99.810.1(1) of the Act have been met.

B. The Redevelopment Plan conforms to the comprehensive plan for the development of the City as a whole.

C. The estimated dates of completion of the Redevelopment Project and retirement of obligations incurred to finance Redevelopment Project costs have been stated in the Redevelopment Plan, and these dates are no more than 23 years from the date of adoption of this Ordinance approving the Redevelopment Plan and the Redevelopment Project.

D. The City has developed a plan for relocation assistance for businesses and residences in conformity with the requirements of Sections 523.200 through 523.205 of the Revised Statutes of Missouri, as amended.

E. A cost-benefit analysis showing the economic impact of the Redevelopment Plan on each taxing district which is at least partially within the boundaries of the Redevelopment Area is attached as Exhibit C hereto and is incorporated herein as if fully set forth herein, which cost-benefit analysis shows the impact on the economy if the Redevelopment Project is not built and if the Redevelopment Project is built pursuant to the Redevelopment Plan. The cost-benefit analysis also includes a fiscal impact study on every affected political subdivision and sufficient information from the proposed developer of the Redevelopment Project for the TIF Commission to evaluate whether the Redevelopment Project, as proposed, is

financially feasible, and the TIF Commission found that the Redevelopment Project, as proposed, is financially feasible.

F. The Redevelopment Plan does not include the initial development or redevelopment of any gambling establishment.

Section 2. Designation of Redevelopment Area. The Redevelopment Area is hereby designated as a “redevelopment area” as defined in Section 99.805(13) of the Act.

Section 3. Approval of Redevelopment Plan. The Redevelopment Plan is hereby adopted and approved.

Section 4. Approval of Redevelopment Project. The Redevelopment Project is hereby adopted and approved. The Board of Aldermen finds that the Redevelopment Area includes only those parcels of real property and improvements thereon directly and substantially benefited by the proposed Redevelopment Project.

Section 5. Approval of Tax Increment Allocation Financing. Tax increment allocation financing is hereby adopted within the Redevelopment Area.

Section 6. Taxes and Payments in Lieu of Taxes. After the total equalized assessed valuation of the taxable real property in the Redevelopment Area exceeds the certified total initial equalized assessed valuation of the taxable real property in the Redevelopment Area, as determined in accordance with the Act, the ad valorem taxes and payments in lieu of taxes, if any, arising from the levies upon taxable real property in the Redevelopment Area by taxing districts and tax rates determined in the manner provided in Section 99.855.2 of the Act each year after the effective date of this Ordinance until the payment in full of all Redevelopment Project costs 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 Redevelopment Area 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; and

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 Redevelopment Area and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property in the Redevelopment Area shall be allocated to and, when collected, shall be paid to the City’s Treasurer, who shall deposit such payments in lieu of taxes into a special fund called the “Lakeport Village Special Allocation Fund” of the City for the purpose of paying redevelopment costs and obligations incurred in the payment thereof. Payments in lieu of taxes which are due and owing shall constitute a lien against the real estate of the Redevelopment Area from which they are derived and shall be collected in the same manner as the real property tax, including the assessment of penalties and interest where applicable.

Section 7. Economic Activity Taxes. In addition, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or other taxing districts, and which are generated by economic activities within the Redevelopment Area, over the amount of such taxes, penalties and interest in the calendar year prior to the adoption of this Ordinance, 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 of the Revised Statutes of Missouri, as amended, licenses, fees or special assessments other than payments in lieu of taxes and any penalty and interest thereon, taxes levied pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, for the purpose of public transportation and any other tax or fee excluded by law, shall be allocated to and paid by the collecting officer to the City's Treasurer, who shall deposit such funds into a separate segregated account within the Lakeport Village Special Allocation Fund.

Section 8. Lakeport Village Special Allocation Fund. The Lakeport Village Special Allocation Fund is hereby established. The Lakeport Village Special Allocation Fund shall have a "PILOTs Account," an "EATs Account," a "New State Revenues Account," a "City Hotel Sales Tax Rebate Account" and such other accounts and subaccounts as may be necessary or desirable for the administration of the Redevelopment Plan. All moneys deposited in the Lakeport Village Special Allocation Fund shall be applied in a manner consistent with the Redevelopment Plan, as determined by the Board of Aldermen.

Section 9. Directives to City Staff. The City Clerk is hereby directed to submit a certified copy of this Ordinance to the County Assessor, who is directed to determine the total equalized assessed value of all taxable real property within the Redevelopment Area as of the date of this Ordinance, by adding together the most recently ascertained equalized assessed value of each taxable lot, block, tract or parcel of real property within the Redevelopment Area and shall certify such amount as the total initial equalized assessed value of the taxable real property within the Redevelopment Area. The City Clerk is further directed to submit a certified copy of this Ordinance to the County Collector, and the City's Treasurer is directed to certify to the County Collector the amount of taxes derived from economic activities within the Redevelopment Area in the calendar year prior to the adoption of this Ordinance, as prescribed in **Section 7.**

Section 10. State Supplemental Tax Increment Financing. The City is hereby authorized to apply to the State of Missouri for state supplemental tax increment financing ("Super TIF") to assist with the implementation of the Redevelopment Plan. All actions taken to date by the officers of the City with respect to applying for Super TIF, including, without limitation, the submission of the precertification form to the Department of Economic Development, are hereby ratified.

Section 11. Further Authority. The officers of the City are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions to the documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 12. Severability. The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the Board of Aldermen has or would have enacted the valid sections without the void one; and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 13. Effective Date. This Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME: May 18, 2023

READ SECOND TIME:

I hereby certify that Ordinance No. 23.44 was duly passed on by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approved Ordinance No.23.44.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

EXHIBIT A
REDEVELOPMENT PLAN

(On file in the office of the City Clerk)

EXHIBIT B

TIF COMMISSION RESOLUTION

(On file in the office of the City Clerk)

EXHIBIT C

COST-BENEFIT ANALYSIS

(On file in the office of the City Clerk)



Lakeport Village Tax Increment Financing Redevelopment Plan

**Presented to the Tax Increment Financing Commission
of the City of Osage Beach, Missouri
on April 17, 2023**

Prepared by:



1.0 Introduction

- 1.1 Purpose of Redevelopment Plan.** The purpose of this Redevelopment Plan is to describe the parameters for the use of tax increment financing in connection with the redevelopment of approximately twenty-four (24) acres located at the northeast corner of Jefferies Road and U.S. Route 54 (as more fully described in **Appendix 1**, the “Redevelopment Area”) in the City of Osage Beach, Missouri (the “City”).

Tegethoff Development, LLC (together with its affiliates, including Lakeport Village LLC, the “Developer”) has proposed using tax increment financing to fund a portion of the costs associated with redeveloping the parcels into a family-friendly resort and entertainment district (as more fully described herein, the “Redevelopment Project”).

- 1.2 Tax Increment Financing.** The Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri (the “TIF Act”), permits municipalities to use tax increment financing (“TIF”) to fund certain eligible redevelopment project costs.

The theory of tax increment financing is that, by encouraging redevelopment projects, the value of real property in a redevelopment area should increase. When a TIF redevelopment plan is adopted, the assessed value of real property in the redevelopment area is frozen for tax purposes at the level prior to construction of improvements. The owner of the property continues to pay property taxes at this base level. As the property is improved, the assessed value of real property in the redevelopment area increases above the base level. By applying the tax rate of all taxing districts having taxing power within the redevelopment area to the increase in assessed valuation of the improved property over the base level, a “tax increment” is produced. The tax increments, referred to as “payments in lieu of taxes” or “PILOTs,” are paid by the owner of the property in the same manner and at the same time as regular property taxes. The PILOTs are transferred by the county collector to the city and deposited in a special allocation fund. In addition, local taxing districts transfer 50% of certain incremental “economic activity taxes” or “EATs” (i.e., sales taxes) to the city for deposit into the special allocation fund. The money deposited into the special allocation fund can then be used to pay redevelopment project costs or to retire bonds or other obligations issued to pay such costs.

The net effect of tax increment financing is to redirect a portion of property and sales taxes generated from the completed redevelopment project to repay a portion of the redevelopment costs. In this manner, future tax increases are not abated, but, rather, are used to fund costs of the project.

In accordance with the TIF Act, the City has established the Tax Increment Financing Commission of the City of Osage Beach, Missouri (the “TIF Commission”). The TIF Commission’s role is to review this Redevelopment Plan, hold a public hearing to solicit public comment, and, ultimately, recommend to the Board of Aldermen whether to approve this Redevelopment Plan and implement TIF. Following the TIF Commission’s recommendation (either in favor or in opposition), the Board of Aldermen may implement TIF by adopting an ordinance making the findings required by the TIF Act (which are further described in this Redevelopment Plan), designating the proposed “Redevelopment Area,” and approving this Redevelopment Plan and the “Redevelopment Project” described herein.

The TIF Act also requires the preparation of a cost-benefit analysis showing the economic impact of this Redevelopment Plan on each taxing district that is at least partially within the boundaries of the Redevelopment Area. The cost-benefit analysis is a separate document that has been provided to the TIF Commission.

1.3 The Redevelopment Area. A map and legal description of the Redevelopment Area are attached as **Appendix 1**. The parcels and subparcels included in the Redevelopment Area are listed on **Appendix 2**.

1.4 Blighted Area Finding. Among other required findings, TIF may only be implemented if the Board of Aldermen finds that:

The redevelopment area on the whole is a blighted area, a conservation area, or an economic development area, and has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing. Such a finding shall include, but not be limited to, a study prepared by a land use planner, urban planner, licensed architect, licensed commercial real estate appraiser, or licensed attorney, which includes a detailed description of the factors that qualify the redevelopment area or project pursuant to this subdivision and an affidavit, signed by the developer or developers and submitted with the redevelopment plan, attesting that the provisions of this subdivision have been met (Section 99.810.1(1) of the TIF Act).

Attached as **Appendix 3** is a study (the “Blight Study”) prepared by PGAV Planners, a consulting firm specializing in land use and urban planning, finding that the existing conditions within the Redevelopment Area meet the requirements of a “blighted area,” as defined in Section 99.805(1) of the TIF Act.

Attached as **Appendix 4** is an affidavit meeting the requirements of Section 99.810.1(1) of the TIF Act signed by a representative of the Developer.

- 1.5 The Redevelopment Project.** The Redevelopment Project consists of the construction of a family-friendly resort and entertainment district. This resort and entertainment district is expected to consist of an approximately 350-425 room hotel with at least 15,000 square feet of conference center facilities (inclusive of ballroom space, business center space, and/or meeting space), an outdoor area, amusement and entertainment uses (such uses may include an arcade and a Ferris wheel), a boardwalk overlooking the Lake of the Ozarks, a multi-story parking garage and not less than approximately 15,000 square feet of commercial space to accommodate restaurant, retail and other commercial uses. If this Redevelopment Plan is approved, the Developer expects to commence construction of the Redevelopment Project in mid-2023, with completion of initial amusement and entertainment uses estimated to be in in 2024 and completion of the hotel and waterpark estimated to be in in 2026. An estimated construction schedule is attached as **Appendix 5**, which schedule is subject to change and modification as the Redevelopment Project moves from concept to reality.

A detailed site plan depicting the proposed Redevelopment Project is attached as **Appendix 6**. However, the final size and specific uses within the resort and entertainment district may change as the Redevelopment Project evolves from concept to reality and as the Redevelopment Project evolves depending on market conditions, tenant requirements, and other factors. This Redevelopment Plan is not intended to require that the Redevelopment Project be developed in strict conformity with the detailed site plan attached as **Appendix 6** so long as the Developer complies with all generally applicable land use regulations of the City regarding zoning and site plan approvals and the Redevelopment Project that is ultimately constructed includes hotel, amusement, entertainment and retail uses of a similar nature to the concepts described above. Notwithstanding the foregoing, in accordance with the TIF Act, any changes to the Redevelopment Project after approval of this Redevelopment Plan that (1) alter the exterior boundaries of the Redevelopment Area, (2) affect the general land uses described in this Redevelopment Plan or (3) change the nature of the Redevelopment Project will require a formal amendment to the Redevelopment Plan after a public hearing and review by the TIF Commission.

No involuntary relocations are expected to occur as a result of the Redevelopment Project. However, in accordance with Missouri law, this Redevelopment Plan includes a relocation policy, attached as **Appendix 7**, requiring that certain minimum benefits be provided to any residents and businesses that are relocated as a result of the Redevelopment Project.

2.0 Required Redevelopment Plan Components

2.1 Redevelopment Program and Objectives. Implementation of the Redevelopment Project is intended to (a) remediate the conditions that cause the Redevelopment Area to be a Blighted Area, (b) create a sustainable and economically feasible project that will increase the tax base of the City and other taxing districts by attracting numerous visitors to the Lake of the Ozarks area, and (c) enhance the image of the City as a premier tourist destination.

2.2 Estimated Redevelopment Project Costs. The Redevelopment Project is estimated to cost approximately \$356,950,000, as delineated below:

Cost Description	Estimated Cost
Entertainment and Restaurants	\$ 99,950,000
Parking	35,000,000
Outdoor Attractions & Related Uses	42,000,000
Hotel	180,000,000
Total	<u>\$ 356,950,000</u>

2.3 Anticipated Sources of Funds to Pay Costs. It is anticipated that the costs of completing the Redevelopment Project will be paid through a combination of TIF funding, including State Supplemental TIF funding ("Super TIF"), investor equity, private financing, a 1% community improvement district ("CID") sales tax, a 1% transportation development district ("TDD") sales tax and CID and TDD special assessments. TIF funding, excluding Super TIF, available under this Redevelopment Plan to pay Redevelopment Project costs will not exceed \$51,886,524 plus interest (however, the principal amount of any notes, bonds or other obligations secured by TIF revenues, if any, may exceed \$51,886,524 to the extent necessary to fund costs associated with issuing the notes, bonds or other obligations, including, without limitation, attorney fees, bank and underwriter fees, and capitalized interest). Notwithstanding the foregoing, the maximum TIF funding, excluding Super TIF, available under this Redevelopment Plan will be reduced to \$42,309,795 if the CID and TDD sales taxes are not imposed and subjected to tax increment financing.¹

Super TIF is available under Section 99.845 of the TIF Act and allows for the use of "new state revenues" attributable to the incremental increase in state sales taxes or state income taxes generated from the Redevelopment

¹ As noted in Section 1.2 above, 50% of most local sales taxes are subject to deposit in the City's special allocation fund through tax increment financing. If 50% of the CID and TDD sales tax revenues are not deposited into the City's special allocation fund, then there will be less revenues available for TIF funding, which, in turn decreases the amount of TIF funding that can be supported by the Redevelopment Project.

Area to be made available to pay Redevelopment Project costs. The Redevelopment Project, by creating a new tourism destination and increasing out-of-state visitors to Missouri, is expected to result in a significant amount of new state revenues from the state sales tax. If this Redevelopment Plan is approved, the City intends to apply to the Missouri Department of Economic Development for Super TIF Funding in the maximum amount of \$10,896,473, which amount is supported by the estimated new state revenues expected to be generated from incremental state sales tax revenues within the Redevelopment Area. The Super TIF amount of \$10,896,473 is in addition to the other TIF funding described above.

As described in the Cost-Benefit Analysis prepared in connection with this Redevelopment Plan, the Developer expects to use CID and TDD sales tax and special assessment revenues that are not subject to tax increment financing to pay redevelopment project costs in addition to those costs funded or financed with TIF funding. The CID and TDD sales tax and special assessment revenues that are not subject to tax increment financing are expected to fund \$15,685,548 of CID-eligible and TDD-eligible Redevelopment Project costs.

- 2.4 Anticipated Type and Term of Obligations to be Issued.** The City and the Developer will enter into a redevelopment agreement (the “Redevelopment Agreement”) providing for the terms upon which TIF assistance will be provided. It is expected that the Redevelopment Agreement will permit TIF revenues to be paid to the Developer or its designee for reimbursement of eligible Redevelopment Project costs in installments as TIF revenues are generated and/or provide for the issuance of notes or bonds secured by TIF revenues to fund eligible Redevelopment Project costs (the “TIF Obligations”). The TIF Obligations may be issued by the City or its designee, such as an industrial development authority, and may be secured by both local TIF revenues and Super TIF.

Regardless of whether reimbursement to the Developer or its designee is provided directly under the Redevelopment Agreement or through the issuance of TIF Obligations, the City’s obligation to pay TIF revenues to the Developer under the Redevelopment Agreement or to a holder of TIF Obligations will not, in accordance with Section 99.810 of the TIF Act, extend beyond the date that is 23 years from the passage of the ordinance approving the Redevelopment Project. The terms of the CID and the TDD, however, may exceed the term of the TIF in accordance with Missouri law.

2.5 Anticipated Type and Term of Sources to Pay Costs. The Developer will be expected to use equity and/or obtain private financing to provide initial funding for all Redevelopment Project costs, subject to reimbursement for eligible expenditures from:

A. TIF revenues (either from direct payments made pursuant to the Redevelopment Agreement or from the proceeds of TIF Obligations);

B. Super TIF revenues (either from direct payments made to the Developer or from the proceeds of TIF Obligations);

C. CID revenues (either from direct payments made to the Developer or from the proceeds of notes, bonds, or other obligations issued by the CID or its designee); and

D. TDD revenues (either from direct payments made to the Developer or from the proceeds of notes, bonds, or other obligations issued by the TDD or its designee).

The Developer's private financing is expected to be at market rates and terms. The City will not provide any loan guarantees or other credit enhancements to the Developer. However, the Developer's interest in the Redevelopment Agreement and any notes, bonds or other obligations issued by the City, TDD, CID, or their respective designees may be pledged as collateral in connection with obtaining private financing.

2.6 Evidence of Commitment to Finance Project Costs. A letter from The Bank of Washington is attached as **Appendix 8**, describing the bank's commitment to finance a portion of the Redevelopment Project costs.

2.7 Most Recent Equalized Assessed Value. The most recent equalized assessed value of the Redevelopment Area is \$957,870.

2.8 Estimated Equalized Assessed Value after Redevelopment. After completion of the Redevelopment Project, the equalized assessed value of the Redevelopment Area is expected to be approximately \$76,572,000.

2.9 General Land Uses to Apply in the Redevelopment Area. All parcels located within the Redevelopment Area are currently zoned C-1. However, City staff have recommended that the Developer pursue an E-3 Entertainment Overlay zoning change to better conform the proposed Redevelopment Project to the City's zoning regulations.

As noted in **Section 1.5**, following completion of the Redevelopment Project, the Redevelopment Area will be used as a family-friendly resort and entertainment district consisting of hospitality, restaurant, retail and

recreational spaces. These uses (1) are consistent with the City's Future Land Use Map, which specifies commercial use for the Redevelopment Area and (2) will support the tourism efforts in the Lake of the Ozarks region, which is the number one goal described in the City's Comprehensive Plan.

As required by Section 99.810.1(6) of the TIF Act, the Redevelopment Project does not include initial development or redevelopment of any gambling establishment.

3.0 Required Findings

Section 99.810 of the TIF Act provides that the Board of Aldermen cannot approve a redevelopment plan without making certain findings. These findings, and the support for such findings, are listed below:

- Finding #1: "The redevelopment area on the whole is a blighted area, a conservation area, or an economic development area, and has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing. Such a finding shall include, but not be limited to, a study prepared by a land use planner, urban planner, licensed architect, licensed commercial real estate appraiser, or licensed attorney, which includes a detailed description of the factors that qualify the redevelopment area or project pursuant to this subdivision and an affidavit, signed by the developer or developers and submitted with the redevelopment plan, attesting that the provisions of this subdivision have been met."
 - *PGAV Planners, a consulting firm specializing in land use and urban planning, prepared the study attached as **Appendix 3**, which finds that the Redevelopment Area meets the requirements of a "Blighted Area," as defined in the TIF Act. The Developer has provided an affidavit, attached as **Appendix 4**, satisfying the other requirements of this finding.*
- Finding #2: "The redevelopment plan conforms to the comprehensive plan for the development of the municipality as a whole."
 - *As noted in **Section 2.9**, this Redevelopment Plan and the Redevelopment Project described herein will support the tourism efforts in the Lake of the Ozarks region, which is the number one goal described in the City's Comprehensive Plan. Moreover, the City's Future Land Use Map indicates commercial use for the Redevelopment Area. A family-friendly resort and entertainment district is a commercial use.*
- Finding #3: "The estimated dates, which shall not be more than twenty-three years from the adoption of the ordinance approving a redevelopment project within a redevelopment area, of completion of any redevelopment project and retirement

of obligations incurred to finance redevelopment project costs have been stated, provided that no ordinance approving a redevelopment project shall be adopted later than ten years from the adoption of the ordinance approving the redevelopment plan under which such project is authorized and provided that no property for a redevelopment project shall be acquired by eminent domain later than five years from the adoption of the ordinance approving such redevelopment project.”

- **Section 1.5** states that construction of the Redevelopment Project is expected to be completed by the beginning of 2026. **Section 2.4** states that the City’s obligation to pay TIF revenues to the Developer under the Redevelopment Agreement or to a holder of notes or bonds will not, in accordance with Section 99.810 of the TIF Act, extend beyond the date that is 23 years from the passage of the ordinance approving the Redevelopment Project. Accordingly, all notes or bonds secured by TIF revenues will be retired by such date.
- Finding #4: “A plan has been developed for relocation assistance for businesses and residences.”
 - A relocation policy is attached as **Appendix 7** to this Redevelopment Plan.
- Finding #5: “A cost-benefit analysis showing the economic impact of the plan on each taxing district which is at least partially within the boundaries of the redevelopment area. The analysis shall show the impact on the economy if the project is not built, and is built pursuant to the redevelopment plan under consideration. The cost-benefit analysis shall include a fiscal impact study on every affected political subdivision, and sufficient information from the developer for the commission established in section 99.820 to evaluate whether the project as proposed is financially feasible.”
 - As noted in **Section 1.2**, a cost-benefit analysis meeting these requirements has been provided to the TIF Commission.
- Finding #6: “A finding that the plan does not include the initial development or redevelopment of any gambling establishment, provided however, that this subdivision shall be applicable only to a redevelopment plan adopted for a redevelopment area designated by ordinance after December 23, 1997.”
 - As noted in **Section 2.9**, the Redevelopment Area will be used as a family-oriented entertainment district consisting of hospitality, restaurant, retail and recreational spaces and will not include the initial development or redevelopment of any gambling establishment.

* * *

APPENDIX 1

MAP AND LEGAL DESCRIPTION OF REDEVELOPMENT AREA



Oasis at Lakeport – Legal Description

Commencing at a 5/8" rebar marking the West Quarter corner of said Section; thence, South 89 Degrees, 04 Minutes, 27 Seconds East along the Quarter Section line of said Section, 537.27 feet to a set 1/2 inch rebar and the POINT OF BEGINNING; thence, leaving said Quarter Section line, South 27 Degrees, 51 Minutes, 54 Seconds East along the Easterly right of way of Jefferies Road, 9.10 feet to Centerline Station 180+80, and 16+20 on the Northerly right of way of US Highway 54; thence, leaving said Easterly right of way, North 89 Degrees, 51 Minutes, 02 Seconds East along said Northerly right of way, 100.29 feet to a set 1/2 inch rebar; thence, leaving said Northerly right of way, North 0 Degrees, 55 Minutes, 31 Seconds West along the

Westerly line of a tract of land described by deed in Book 805, Page 905 in said Records of Camden County, 6.10 feet to a set 1/2 inch rebar; thence, leaving said westerly line, South 89 Degrees, 04 Minutes, 27 Seconds East along the Northerly line of said tract of land, and the Quarter Section line of said Section, 200.61 feet to a set 1/2 inch rebar; thence, leaving said Quarter Section line and said Northerly line, North 76 Degrees, 58 Minutes, 46 Seconds East along the Northerly right of way of US Highway 54, 70.00 feet to Centerline Station 177+30; thence, North 85 Degrees, 43 Minutes, 32 Seconds East, 131.53 feet to Centerline Station 176+00; thence, North 77 Degrees, 37 Minutes, 31 Seconds East, 25.93 feet to a set 1/2 inch rebar; thence, leaving said Northerly right of way along the approximate 662 contour along the following courses: North 8 Degrees, 40 Minutes, 02 Seconds East, 61.36 feet; thence, North 25 Degrees, 33 Minutes, 36 Second East, 18.15 feet; thence, North 37 Degrees, 57 Minutes, 49 Seconds East, 89.00 feet; thence, North 39 Degrees, 21 Minutes, 12 Seconds East, 19.22 feet; thence, North 32 Degrees, 08 Minutes, 52 Seconds East, 17.08 feet; thence, North 16 Degrees, 40 Minutes, 39 Seconds East, 37.22 feet; thence, North 17 Degrees, 15 Minutes, 18 Seconds East, 24.15 feet; thence, North 35 Degrees, 14 Minutes, 29 Seconds East, 10.43 feet; thence, North 32 Degrees, 43 Minutes, 40 Seconds East, 8.12 feet; thence, North 37 Degrees, 15 Minutes, 51 Seconds East, 6.57 feet; thence, North 16 Degrees, 44 Minutes, 12 Seconds East, 29.27 feet; thence, North 17 Degrees, 09 Minutes, 28 Seconds East, 32.03 feet; thence, North 3 Degrees, 14 Minutes, 48 Seconds East, 23.08 feet; thence, North 44 Degrees, 07 Minutes, 28 Seconds West, 87.88 feet; thence, North 58 Degrees, 01 Minutes, 21 Seconds West, 19.80 feet; thence, North 66 Degrees, 28 Minutes, 23 Seconds West, 14.63 feet; thence, North 60 Degrees, 02 Minutes, 33 Seconds West, 15.31 feet; thence, North 72 Degrees, 37 Minutes, 16 Seconds West, 29.79 feet; thence, North 63 Degrees, 08 Minutes, 35 Seconds West, 27.55 feet; thence, North 72 Degrees, 52 Minutes, 41 Seconds West, 127.47 feet; thence, North 85 Degrees, 45 Minutes, 12 Seconds West, 37.59 feet; thence, South 87 Degrees, 36 Minutes, 06 Seconds West, 14.64 feet; thence, North 72 Degrees, 10 Minutes, 11 Seconds West, 23.40 feet; thence, North 81 Degrees, 51 Minutes, 22 Seconds West, 42.78 feet; thence, North 81 Degrees, 09 Minutes, 41 Seconds West, 46.49 feet; thence, South 88 Degrees, 15 Minutes, 53 Seconds West, 30.13 feet; thence, South 69 Degrees, 02 Minutes, 08 Seconds West, 11.98 feet; thence, North 70 Degrees, 54 Minutes, 14 Seconds West, 31.08 feet; thence, North 2 Degrees, 54 Minutes, 17 Seconds West, 67.81 feet to a set 1/2 inch rebar; thence, leaving said 662 Contour, along the centerline of a Twenty-two foot (22') wide Easement, North 39 Degrees, 25 Minutes, 07 Seconds West, 81.75 feet; thence, North 10 Degrees, 11 Minutes, 17 Seconds West, 25.90 feet; thence, North 8 Degrees, 00 Minutes, 42 Seconds West, 222.33 feet to a set 1/2 inch rebar on the centerline of Lakewood Circle; thence, leaving said Easement, along said Centerline, along the following courses, South 53 Degrees, 27 Minutes, 37 Seconds East, 210.00 feet to a set 1/2 inch rebar; thence, North 86 Degrees, 22 Minutes, 23 Seconds East, 70.00 feet; thence, North 72 Degrees, 32 Minutes, 23 Seconds East, 360.00 feet to a set 1/2 inch rebar; thence, leaving said Centerline, South 85 Degrees, 02 Minutes, 37 Seconds East, 182.82 feet to a set 1/2 inch rebar on the approximate 662 Contour; thence, following along said 662 Contour along the following courses: North 60 Degrees, 10 Minutes, 11 Seconds East, 70.64 feet; thence, North 60 Degrees, 10 Minutes, 11 Seconds East, 63.64 feet; thence, North 85 Degrees, 34 Minutes, 36 Seconds East, 11.08 feet; thence, North 40 Degrees, 33 Minutes, 37 Seconds East, 31.89 feet; thence, North 40 Degrees, 38 Minutes, 40 Seconds East, 25.06 feet; thence, North 80 Degrees, 22 Minutes, 40 Seconds East, 4.32 feet; thence, North 36 Degrees, 43 Minutes, 32 Seconds East,

10.22 feet; thence, North 83 Degrees, 42 Minutes, 02 Seconds East, 10.90 feet; thence, North 38 Degrees, 50 Minutes 21 Seconds East, 15.68 feet; thence, North 5 Degrees, 58 Minutes, 08 Seconds West, 15.65 feet; thence, North 51 Degrees, 17 Minutes, 40 Seconds East, 7.39 feet; thence, North 15 Degrees, 10 Minutes, 18 Seconds East, 53.32 feet; thence, North 3 Degrees, 10 Minutes, 46 Seconds East, 38.06 feet; thence, North 23 Degrees, 46 Minutes, 19 Seconds West, 57.61 feet; thence, North 43 Degrees, 28 Minutes, 49 Seconds West, 62.72 feet; thence, North 64 Degrees, 49 Minutes, 24 Seconds West, 24.23 feet; thence, North 47 Degrees, 55 Minutes, 41 Seconds West, 39.14 feet; thence, North 80 Degrees, 20 Minutes, 43 Seconds West, 40.88 feet; thence, North 80 Degrees, 07 Minutes, 53 Seconds West, 20.62 feet; thence, North 60 Degrees, 10 Minutes, 20 Seconds West, 19.29 feet; thence, North 74 Degrees, 01 Minutes, 02 Seconds West, 21.79 feet; thence, North 81 Degrees, 28 Minutes, 44 Seconds West, 43.91 feet; thence, North 89 Degrees, 17 Minutes, 05 Seconds West, 170.25 feet; thence, South 70 Degrees, 21 Minutes, 22 Seconds West, 20.37 feet; thence, North 85 Degrees, 59 Minutes, 01 Seconds West, 39.22 feet; thence, North 89 Degrees, 02 Minutes, 53 Seconds West, 44.58 feet; thence, South 85 Degrees, 21 Minutes, 05 Seconds West, 88.17 feet; thence, North 81 Degrees, 22 Minutes, 42 Seconds West, 81.76 feet; thence, North 73 Degrees, 09 Minutes, 05 Seconds West, 40.55 feet; thence, North 84 Degrees, 24 Minutes, 54 Seconds West, 45.73 feet to a set 1/2 inch rebar; thence, leaving said 662 Contour, South 53 Degrees, 04 Minutes, 13 Seconds West, 78.10 feet to a 1/2 inch rebar; thence, North 89 Degrees, 20 Minutes, 05 Seconds West along the Southerly line of a tract of land described by deed in Book 865, Page 402 in said Records of Camden County, 144.85 feet; thence, leaving said Southerly line, North 89 Degrees, 07 Minutes, 56 Seconds West along the Southerly line of a tract of land described by deed in Book 366, Page 647 in said Records of Camden County, 140.39 feet to a 1/2 inch rebar on the Easterly right of way of Jefferies Road; thence, leaving said Southerly line along the following courses: South 9 Degrees, 52 Minutes, 22 Seconds West, 341.59 feet; thence, South 8 Degrees, 10 Minutes, 03 Seconds West, 100.06 feet on the Centerline Lakewood Circle; thence, continuing along said Easterly right of way, South 8 Degrees, 10 Minutes, 03 Seconds West, 251.96 feet; thence, on a curve to the left 177.76 feet, with a radius of 407.78 feet, and a chord direction of South 6 Degrees, 39 Minutes, 26 Seconds East, 176.36 feet, Thence, South 19 Degrees, 51 Minutes, 11 Seconds East, 374.60 feet to a 1/2 inch rebar; thence, North 71 Degrees, 53 Minutes, 00 Seconds East, 10.00 feet to a 1/2 inch rebar; thence, South 27 Degrees, 51 Minutes, 54 Seconds East, 71.35 feet to the POINT OF BEGINNING.

Goodin's Sub-Division:

Tract of land situated in the Northeast Quarter of Section II, Township 39 North, Range 16 West

Lakewood Condominium:

Tract "A" of Goodin's sub-division, a subdivision of record in Camden County, Missouri, filed in the Office of Recorder, in Plat Book 2 at Page 82. Said tract of land further described as being a part of the South half of the Northeast Quarter of Section II, Township 39 North, Range 16 West.

Lakewood Resort Condominium, Phase II:

The Part of Tract "A" of Goodin's Subdivision, a Subdivision of Record in Plat Book 2 at Page 82 in the Office of the Recorded in Camden County, Missouri, said tract of land further described as follows:

From the Southwest Corner of said Tract "A," being also a Point on the Centerline of a Road as Shown on the Recorded Plat, Run Along the Centerline of Road North 07 Degree 55 Minutes East 215.0 Feet to an Intersection with the Centerline of a 25.0 Foot Wide Road to the Right; Thence Along the Centerline of said Road to the Right North 50 Degree 50 Minutes East 145.0 Feet; Thence North 78 Degrees 40 Minutes East 140.0 Feet; Thence South 53 Degrees 40 Minutes East 165.0 Feet; Thence Leaving the Road Centerline South 17 Degree 40 Minutes East 99.62 Feet for the Point of Beginning; Thence Continue South 17 Degrees 40 Minutes East 62.19 Feet; Thence South 84 Degrees 22 Minutes 02 Seconds West 9.31 Feet; Thence South 77 Degrees 30 Minutes 48 Seconds West 17.22 Feet; Thence

South 73 Degrees 25 Minutes 06 Seconds West 14.39 Feet; Thence North 30 Degrees 14 Minutes 19 Seconds West 81.31 Feet; Thence North 87 Degrees 03 Minutes 20 Seconds East 83.16 Feet to the Place of Beginning.

Lakewood Resort Condominium, Phase II, First Addition:

The Part of Tract "A" of Goodin's Subdivision, a Subdivision of Record in Plat Book 2 at Page 82 in the Office of the Recorded in Camden County, Missouri, said tract of land further described as follows:

From the Southwest Corner of said Tract "A," being also a Point on the Centerline of a Road as Shown on the Recorded Plat, Run Along the Centerline of Road North 07 Degree 55 Minutes East 215.0 Feet to an Intersection with the Centerline of a 25.0 Foot Wide Road to the Right; Thence Along the Centerline of said Road to the Right North 50 Degree 50 Minutes East 145.0 Feet; Thence North 78 Degrees 40 Minutes East 140.0 Feet; Thence South 53 Degrees 40 Minutes East 165.0 Feet; Thence Leaving the Road Centerline South 87 Degrees 03 Minutes 20 Seconds West 54.85 Feet; Thence South 10 Degrees 24 Minutes 40 Seconds East (South 10 Degrees 20 Minutes East-Deed) 25.90 Feet; Thence South 39 Degree 34 Minutes 30 Seconds East (South 39 Degrees 30 Minutes East-Deed) 81.75 Feet; Thence North 50 Degrees 31 Minutes 30 Seconds East 11.44 Feet; Thence North 56 Degrees 21 Minutes 50 Seconds East 750 Feet; Thence North 68 Degrees 03 Minutes 16 Seconds East 25.74 Feet; Thence North 30 Degrees 14 Minutes 19 Seconds West 81.31 Feet to the Point of Beginning.

APPENDIX 2

PARCELS AND SUBPARCELS IN REDEVELOPMENT AREA²

LAKEPORT VILLAGE - PARCEL EQUALIZED ASSESSED VALUES			
Parcel ID Number	Assessed Values		
	2022	2021	2020
08-1.0-11.0-000.0-011-003.000	\$ 320.00	\$ 320.00	\$ 320.00
08-1.0-11.0-000.0-001-022.000	\$ 128,740.00	\$ 128,740.00	\$ 128,740.00
08-1.0-11.0-000.0-001-024.000	\$ 37,990.00	\$ 37,990.00	\$ 37,990.00
08-1.0-11.0-000.0-001-026.000	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00
08-1.0-11.0-000.0-001-029.000	\$ 20,500.00	\$ 20,500.00	\$ 20,500.00
08-1.0-11.0-000.0-001-030.000	\$ 11,210.00	\$ 11,210.00	\$ 11,210.00
08-1.0-11.0-000.0-001-031.000	\$ 2,590.00	\$ 2,590.00	\$ 2,590.00
08-1.0-11.0-000.0-001-031.001	\$ -	\$ -	\$ -
08-1.0-11.0-000.0-001-032.000	\$ -	\$ -	\$ -
08-1.0-11.0-000.0-001-033.000	\$ 276,990.00	\$ 276,990.00	\$ 276,990.00
08-1.0-11.0-000.0-001-035.000	\$ 64,180.00	\$ 64,180.00	\$ 64,180.00
08-1.0-11.0-000.0-001-035.001	\$ -	\$ -	\$ -
08-1.0-11.0-000.0-001-035.002	\$ 3,590.00	\$ 3,590.00	\$ 3,590.00
08-1.0-11.0-000.0-001-039.000	\$ -	\$ -	\$ -
08-1.0-11.0-000.0-001-031.103	\$ 9,690.00	\$ 9,690.00	\$ 9,690.00
08-1.0-11.0-000.0-001-059.002	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-031.000	\$ 2,590.00	\$ 2,590.00	\$ 2,590.00
08-1.0-11.0-000.0-001-031.001	\$ -	\$ -	\$ -
08-1.0-11.0-000.0-001-035.001	\$ -	\$ -	\$ -
08-1.0-11.0-000.0-001-031.101	\$ 9,690.00	\$ 9,690.00	\$ 9,690.00
08-1.0-11.0-000.0-001-031.102	\$ 9,690.00	\$ 9,690.00	\$ 9,690.00
08-1.0-11.0-000.0-001-031.104	\$ 9,690.00	\$ 9,690.00	\$ 9,690.00
08-1.0-11.0-000.0-001-031.105	\$ 9,690.00	\$ 9,690.00	\$ 9,690.00
08-1.0-11.0-000.0-001-031.106	\$ 9,690.00	\$ 9,690.00	\$ 9,690.00
08-1.0-11.0-000.0-001-031.107	\$ 9,690.00	\$ 9,690.00	\$ 9,690.00
08-1.0-11.0-000.0-001-031.108	\$ 9,690.00	\$ 9,690.00	\$ 9,690.00
08-1.0-11.0-000.0-001-031.109	\$ 9,690.00	\$ 9,690.00	\$ 9,690.00
08-1.0-11.0-000.0-001-059.001	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-059.003	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-059.004	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-059.005	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-059.006	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-059.007	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-059.008	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-060.001	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-060.002	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-060.003	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-060.004	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-060.005	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-060.006	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-060.007	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-060.008	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-061.001	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-061.002	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-061.003	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-061.004	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-061.005	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-061.006	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-061.007	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-061.008	\$ -	\$ -	\$ -
08-1.0-11.0-000.0-001-062.001	\$ -	\$ -	\$ -
08-1.0-11.0-000.0-001-062.002	\$ -	\$ -	\$ -
08-1.0-11.0-000.0-001-062.003	\$ -	\$ -	\$ -
08-1.0-11.0-000.0-001-062.004	\$ -	\$ -	\$ -
08-1.0-11.0-000.0-001-062.005	\$ -	\$ -	\$ -
08-1.0-11.0-000.0-001-062.006	\$ -	\$ -	\$ -
08-1.0-11.0-000.0-001-062.007	\$ -	\$ -	\$ -
08-1.0-11.0-000.0-001-062.008	\$ -	\$ -	\$ -
08-1.0-11.0-000.0-001-063.001	\$ -	\$ -	\$ -
08-1.0-11.0-000.0-001-063.002	\$ -	\$ -	\$ -
08-1.0-11.0-000.0-001-063.003	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-063.004	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-063.005	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-063.006	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-063.007	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1.0-11.0-000.0-001-063.008	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
	\$ 927,930.00	\$ 927,930.00	\$ 927,930.00

² Subparcels include individual condominium units and condominium common space.

APPENDIX 3
BLIGHT STUDY

Lakeport Village Redevelopment Area Qualifications Study

February 23, 2023



Contents

AREA DESCRIPTION AND BACKGROUND	1
BASIS FOR DESIGNATION AS A BLIGHTED AREA.....	2
ANALYSIS OF BLIGHTED AREA FACTORS	3
INTRODUCTION	3
EXISTING CONDITIONS	3
INSANITARY OR UNSAFE CONDITIONS	4
SUMMARY OF FINDINGS REGARDING INSANITARY AND UNSAFE CONDITIONS:	4
DETERIORATION OF SITE IMPROVEMENTS	6
SUMMARY OF FINDINGS REGARDING DETERIORATION OF SITE IMPROVEMENTS:	6
MENACE TO THE PUBLIC HEALTH, SAFETY, MORALS OR WELFARE	7
ECONOMIC LIABILITY	7
SUMMARY	9

SECTION 1

AREA DESCRIPTION AND BACKGROUND

The City of Osage Beach, Missouri (the "City") is located in Camden County (the "County") in central Missouri, adjacent to the Lake of the Ozarks (the "Lake"). The Lake is an 84-square-mile man-made reservoir that was created in 1929 for hydroelectric power generation. The Lake's shoreline, approximately 1,150 miles, is almost all privately owned. The Lake area has been a popular tourist destination since the 1960's. Over the last five years, visitation to the Lake has increased by roughly 5 percent.¹

In 2021, Big Thunder Marine, one of the Lake region's biggest boating companies, acquired approximately 23.4 acres of land (21.2 acres exclusive of public right-of-way) located near the intersection of Highway 54 and Jeffries Road, near boating mile marker 1 (the "Redevelopment Area").² Principals of Big Thunder Marine, along with Tegethoff Development have teamed up to propose an entertainment district and resort, amphitheater, a marina, and a boardwalk (collectively known as the "Project"). The developers estimate that construction of the project could begin mid-year 2023, with an anticipated delivery of the first entertainment uses in 2024 and completion of the entire project in 2026.

The Redevelopment Area contains 66 parcels, [*52*] of which are individual condominium units that are part of a "timeshare" structure.³

The Redevelopment Area's boundary is shown in the exhibit entitled **Redevelopment Area Boundary** included in **Appendix A** and further described in the written boundary description also contained in **Appendix A**.

The exhibit entitled **Current Land Use** in **Appendix B** shows the current land uses of the Redevelopment Area. The Redevelopment Area is comprised of four different zoning types, shown in **Current Zoning** in **Appendix B**. The entirety of the Redevelopment Area is zoned for commercial use.

¹ PGAV, Placer, AI. (2022)

² Fox 4 News. (2022)

³ A "timeshare" is a type of ownership arrangement in which multiple individuals each have the right to use a condominium unit for a specified period of time each year.

SECTION 2

BASIS FOR DESIGNATION AS A BLIGHTED AREA

PGAV examined existing conditions to determine whether the Redevelopment Area qualifies for Tax Increment Financing ("TIF") as found under Sections 99.800 – 99.865, RSMo of the Real Property Tax Increment Allocation Redevelopment Act (the "TIF Act"). TIF provides for the redirection of the incremental increase in sales and property tax revenue resulting from a redevelopment project to be used for approved project-related costs, infrastructure and capital improvements.

TIF is based on the premise that there will be an increase in the value of real property, new jobs and other economic activity within the Redevelopment Area as redevelopment occurs. As the property is improved, the assessed value of real property in the redevelopment area increases above the base level. By applying property taxes to the increase in the assessed value of the property over the base level, a tax increment is produced.

These tax increments, also referred to as "payments in lieu of taxes" (or "PILOTs"), are transferred to a special allocation fund that is administered by the city. The City and County also transfers 50% of all incremental local, non-State sales tax revenues to this fund. The money collected in the special allocation fund is then used to pay directly for the redevelopment project costs or to retire bonds or other obligations issued to pay such costs.

TIF allows cities and counties to:

- (1) Identify and designate redevelopment areas that qualify as "Blighted Areas;"
- (2) Adopt redevelopment plans that designate areas in need of redevelopment and state the objectives to be attained and the redevelopment projects to be undertaken;
- (3) Estimate redevelopment project costs which include all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to a redevelopment plan or redevelopment project, as applicable;
- (4) Approve redevelopment projects for implementation of such development plan(s); and
- (5) Utilize the tools set forth in Chapter 99 RSMo to assist in reducing or eliminating those factors and conditions that cause the area to qualify as a "Blighted Area" through the completion of a redevelopment project.

SECTION 3

ANALYSIS OF BLIGHTED AREA FACTORS

INTRODUCTION

This Section documents the conditions found to be present in the Redevelopment Area and contains the analysis of how such conditions cause the Redevelopment Area to be a "Blighted Area" according to the TIF Act. A "Blighted Area", defined pursuant to Section 99.805(1) RSMo, which is as follows:

"Blighted Area" an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or menace to the public health, safety, or welfare in its present condition and use;"
Mo. Rev. Stat. §99.805(1)

As such, blight conditions may be physical, such as "insanitary or unsafe conditions," "deterioration of site improvements," or "the existence of such conditions which endanger life or property by fire and other causes."

This analysis is based upon on-site investigations of the Redevelopment Area conducted by PGAV Planners staff on November 7, 2022, in addition to information provided by the Camden County Assessor's Office. PGAV PLANNERS staff also relied upon its extensive experience, real estate market knowledge, and professional expertise in preparing the analysis. Geotagged photographs illustrating representative blighting conditions were taken during the site visit and are displayed in **Appendix C – Existing Conditions Photos**. Blighting factors for each parcel in the Redevelopment Area are also identified in the various maps in **Appendix B**. This report will not reflect changes in conditions or events after the date of the site visits or publication of this report.

EXISTING CONDITIONS

As indicated above, PGAV Planners staff conducted a field investigation of observable conditions in the Redevelopment Area. During these field investigations, physical conditions were observed related to the state of improvements within the proposed Redevelopment Area. Evidence of long-term disinvestment was observed in the majority of the Redevelopment Area.

INSANITARY OR UNSAFE CONDITIONS

Insanitary Conditions are often evidenced by litter, illegal dumping, conditions that attract or contribute to vermin, or a combination of such conditions. Unsafe conditions are evidenced by a lack of proper public infrastructure adequate for ensuring the public's safety and are contributed to by the deterioration of site improvements. Unsafe conditions are also often represented by a lack of or deficiencies in public utility or roadway infrastructure, deteriorated buildings or site conditions, or the presence of continued crime. Such conditions may include poorly lit or unlit areas, cracked or uneven sidewalks, poor drainage, uneven grading or steep slopes, and improperly screened trash dumpsters that create loose litter and debris that can serve as breeding places for rodents or insects. Empty structures and storefronts that may be susceptible to vandalism or arson activities are also examples of insanitary and unsafe conditions.

Summary of Findings Regarding Insanitary and Unsafe Conditions:

All properties within the Redevelopment Area exhibited signs of insanitary or unsafe conditions. The conditions included vacant structures, steep slopes with no safety mechanisms, decks with failing support systems, structurally unsound buildings, and areas with overgrown vegetation that act as habitats for vermin.

The site visit by PGAV staff revealed that pedestrian and disabled access throughout the Redevelopment Area is difficult and, in some cases, impossible. No sidewalks exist along Jefferies Road, which results in pedestrians walking in the streets with auto traffic. Interior sidewalks and paths were disjointed and in disrepair, with very few guardrails to protect against drop-offs that could result in serious injury or death. The majority of the parking areas within the Redevelopment Area are cracked and spalling, with uneven surfaces. These conditions lead to hazardous conditions for pedestrians, especially those pedestrians with disabilities.

Representatives of a current owner provided PGAV with documentation showing the presence of asbestos in floor tiles within a single-story home within the Redevelopment Area. This documentation is included in **Appendix D**. Due to the age of a majority of the structures within the Redevelopment Area (built before 1978), it is likely that asbestos or lead-based paints are also present. As structures deteriorate, asbestos and lead-based paints can become exposed to the atmosphere creating health hazards for the public. This problem becomes exacerbated as time goes on. Older homes and buildings can also contain mercury-containing thermostats and ballasts containing fluorescent bulbs (mercury). The older HVAC systems in many of these homes also contain chlorofluorocarbons (CFCs) which are known to destroy the earth's protective ozone and contribute to climate change.⁴

A close structural inspection of the balconies at the rear of the condominiums showed evidence of sagging and instability. Several instances were noted and photographed where these projecting structures were beginning to pull away from the building facades. This type of structural

⁴ <https://www.pca.state.mn.us/air/chlorofluorocarbons-cfcs-and-hydrofluorocarbons-hfcs>

failure is common phenomenon, especially in mass construction. It can be caused by improper design of the slab or the construction of the top tensile steel that supports the balcony. Cracks in the façade and fascia are also beginning to show as a result of the sagging.

Vacant buildings represent insanitary and unsafe conditions as they can typically become locations for vagrancy when left unsecured. Upon interior inspection, PGAV staff noted that three of the five vacant structures within the Redevelopment Area required major rehabilitation that would likely cost more than the current value of the structure. Some buildings indicated evidence of recent break-ins or criminal trespassing. It should also be noted that these buildings are unlit at night due to disconnected utilities, which furthers the potential for criminal trespassing and vagrancy.

Fires in vacant buildings have become a matter of increasing concern. Vacant structures often present a higher probability of risk. Fires in empty buildings are also more likely to have been intentionally set and likely to spread beyond the building than fires in other structures. They also cause a disproportionate share of firefighter injuries.⁵ PGAV observed five structures as vacant during the site visit. These conditions create an atmosphere that fosters criminal activity and puts a strain on City resources.

In 2021, the Lake of the Ozarks Fire District conducted an inspection of the docks within the Redevelopment Area. Upon the completion of the inspection, Dock E was found to be unsafe due to its failure to meet current electrical requirements and codes. Of the 28 code requirements checked for compliance, Dock E was found non-compliant for all 28 under the 2017 National Electrical Code. Further documentation of these issues is included in **Appendix D**. Building and fire codes represent a minimum expectation for safety. The non-compliant electrical issues at Dock E constitute a menace to public health and safety within the Redevelopment Area.

The combined presence of the conditions mentioned above retards the provision of housing accommodations and constitutes an economic or social liability, and is a menace to the public, health, safety, morals, or welfare.

⁵ NFPA Research, 2018

DETERIORATION OF SITE IMPROVEMENTS

In general, deterioration refers to the physical and economic decline of the improvements of the Redevelopment Area both in terms of buildings and other above-ground structures; below-grade supporting structures such as water, sewer, and electric utilities; and surface site improvements such as parking areas, access and circulation roadways, drives, and lighting fixtures, signage, etc.

Deterioration may be evident in sound buildings containing minor defects, such as a lack of painting, loose or missing roof tiles, floor or ceiling plates, or holes and cracks over limited areas. The deterioration that is not easily curable and cannot be cured during routine maintenance includes defects in the primary and secondary building components. Primary building components include the foundation, exterior walls, floors, roofs, wiring, plumbing, etc. Secondary building components include the doors, windows, frames, fire escapes, gutters, downspouts, siding, fascia materials, etc.

Summary of Findings Regarding Deterioration of Site Improvements:

The deterioration of site improvements within the Redevelopment Area is a direct result of a lack of maintenance, disinvestment, and prolonged environmental damage. All of the improvements within the Redevelopment Area show evidence of deterioration. Conditions include damaged and missing exterior building materials, missing or rotting windows and doors, extensive exterior damage, evidence of interior water intrusion and flooding, damage to structural supports or foundations, rusting metal surfaces, and deteriorating paint and building materials. In addition to significant building deterioration visible on these parcels, there is often evidence of deteriorating site improvements, including driveways, parking lots, pedestrian pathways, and steps. In some cases, safety mechanisms, structural supports, and railings have completely deteriorated, resulting in extremely hazardous conditions. Various examples of these conditions are documented in the photos provided in **Appendix C**.

The Redevelopment Area contains a high concentration of older buildings (beyond the 35-year standard) and corresponding site improvements. Building age has long been recognized as a contributing factor to urban blight. Early federal urban renewal standards from the Housing and Urban Renewal Act dating from the mid to late 1930s established the "35-years old or older" standard found in many state redevelopment statutes. As buildings age, it is recognized that the maintenance requirements of the building will increase as materials reach the end of their usable life, are likely to require replacement or significant rehabilitation, and begin to show their age in terms of outward appearance. Age is also a contributor to obsolescence. Most buildings 35 years and older have not been brought into compliance with evolving building codes and requirements and may no longer be suitable for their original, intended use. Older buildings are often less desirable in the real estate marketplace, and rehabilitation can usually cost more than constructing a new structure of the same size. Of the twelve buildings surveyed, eight were identified as being constructed prior to 1988. This represents 66 percent of structures within the Redevelopment Area being 35 years old or older.

It should also be noted that all of the buildings within the Redevelopment Area exhibited some physical factor of blight such as deterioration, insanitary and unsafe conditions, or conditions that endanger life or property by fire and other causes.

The presence of both deteriorated improvements and older buildings whose presence within the Redevelopment Area represents a strong correlation to disinvestment, disrepair, and deterioration retards the provision of housing accommodations and constitutes an economic or social liability, and is a menace to the public, health, safety, morals, or welfare.

EXISTENCE OF CONDITIONS WHICH ENDANGER LIFE OR PROPERTY BY FIRE AND OTHER CAUSES

The observed insanitary and unsafe conditions and the vacant buildings within the Redevelopment Area represent conditions that endanger life or property by fire and other causes. Vacant buildings are more likely to be subject to fires or arson. And the lack of adequate pedestrian facilities and guard rails near the shoreline endanger life.

MENACE TO THE PUBLIC HEALTH, SAFETY, MORALS OR WELFARE

The combination of the previously described existing conditions found within the Redevelopment Area constitutes a menace to the public health, safety, morals or welfare.

ECONOMIC LIABILITY

Because of a predominance of unsanitary or unsafe conditions, the deterioration of site improvements, and the existence of conditions that endanger life or property by fire and other causes, the Redevelopment Area constitutes an economic liability to the City. The Redevelopment Area is underutilized and has significant challenges to any improvement effort in its present condition and use. The Redevelopment Area has essentially lost much of its revenue generation capacity due to disinvestment and the previously mentioned blighting conditions.

Another typical measure of economic liability for a qualifications analysis is property value and the taxes it produces. Deterioration and disinvestment within the Area have caused the area's economic value to stagnate across the previous ten years. In 2012, the Redevelopment Area received a total assessor's market valuation of \$4,038,500. In 2022, the Area received a total assessor's market valuation of \$3,943,640.⁶ This represents a loss of more than two percent in taxable real property value. It also demonstrates that the Redevelopment Area has experienced little to no investment over the last decade. As a comparison, the City of Osage Beach's overall taxable real property value grew by 11% during the same period.⁷ Growth in the Federal Consumer Price Index ("CPI") provided by the Bureau of Labor Statistics also shows that Federal inflation ("CPI") also shows that the prices of all goods and services within the United States

⁶ Camden County Assessor's Office, 2022

⁷ City of Osage Beach Comprehensive Annual Financial Reports 2012-2022, 2022.

have grown by 25% over the same time period. Therefore, it is reasonable to believe that any property within the Redevelopment Area that has not increased in value by a minimum of 11% over the past ten years can be considered a disinvested property, a drag on the City's property tax base, and an economic liability to the City and other overlapping taxing districts.

The map entitled **Assessed Value Change -2012-2022** in **Appendix B** illustrates each parcel's change in valuation since 2012.

The Redevelopment Area has not been subject to private investment and has declined in taxable value since 2012. This fact indicates that the Redevelopment Area represents a drag on the local economy and the economic independence of the City and County in its present condition and use.

SUMMARY

One hundred percent (100%) (14 of 14) of the Redevelopment Area's properties exhibit one or more factor that contributes to the Redevelopment Area meeting the definition of a "Blighted area," as such term is defined within the TIF Act. The Redevelopment Area is a portion of the City that by reason of the predominance of unsanitary or unsafe conditions; deterioration of site improvements; or the existence of such conditions which endanger life or property by fire and other causes, or any combination of such factors, constitutes an economic and a menace to the public health, safety, morals, or welfare in its present condition and use.

Factors contributing to the above-listed requirements are outlined above and supported by the **Existing Conditions Photos** in **Appendix C**.

Pursuant to Section 99.805(1) RSMo., PGAV Planners conclude that a predominance and a preponderance of the Redevelopment Area is a "Blighted area."

APPENDICES

APPENDIX A

REDEVELOPMENT AREA BOUNDARY MAP AND LEGAL DESCRIPTION



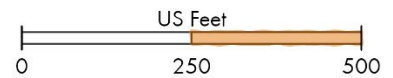
APPENDIX B

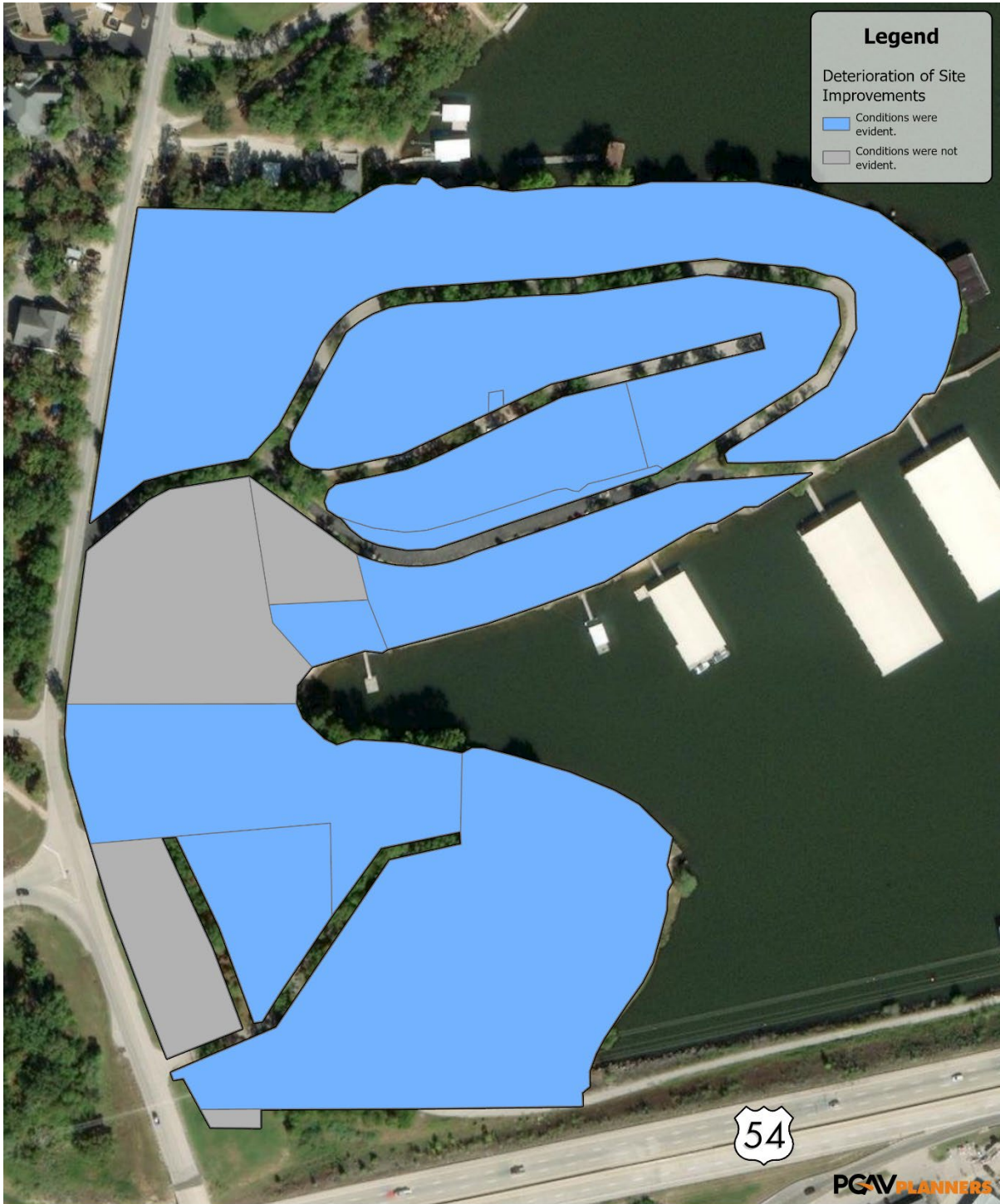
SUPPORTING EXHIBITS



EXISTING ZONING

LAKEPORT VILLAGE REDEVELOPMENT AREA

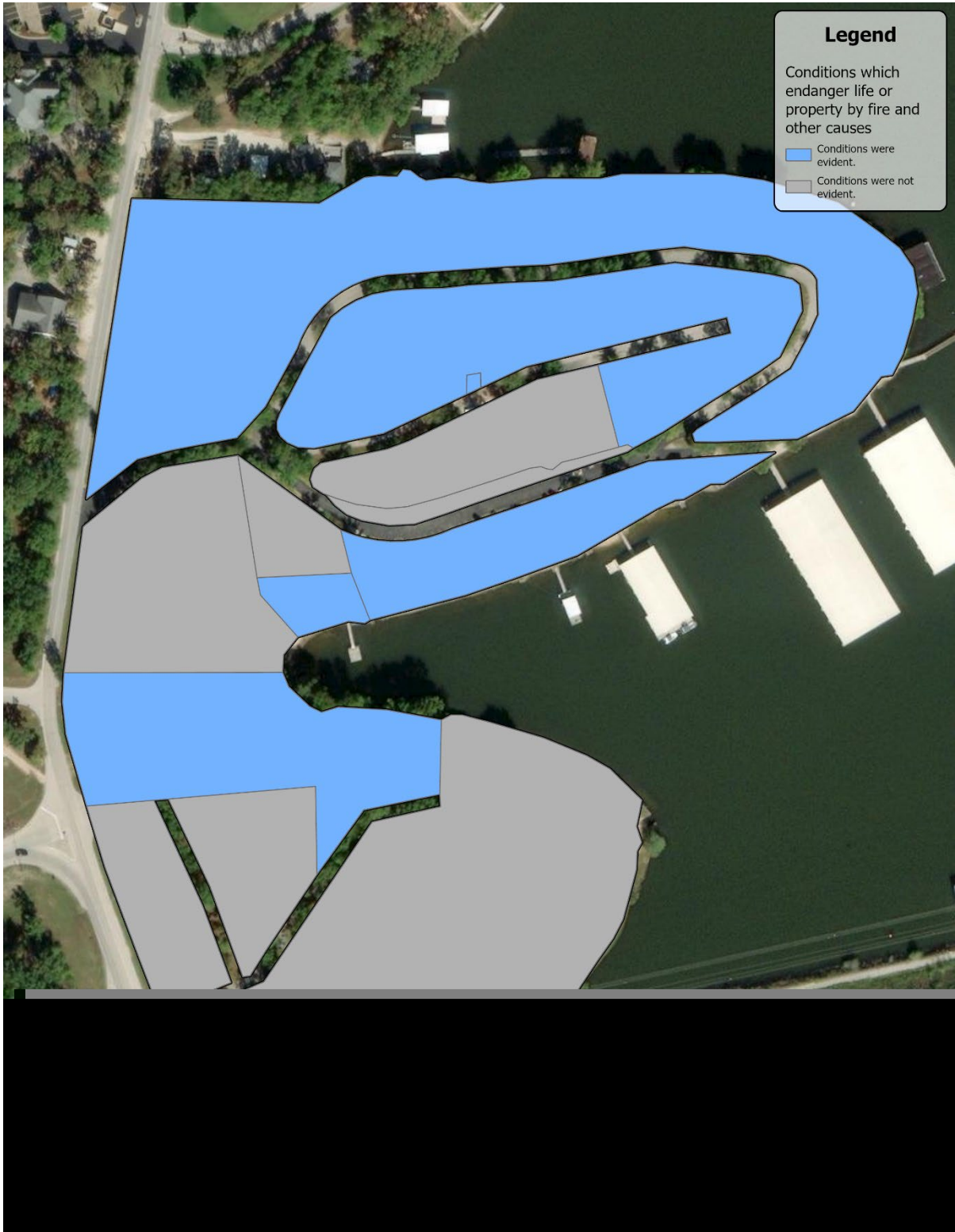


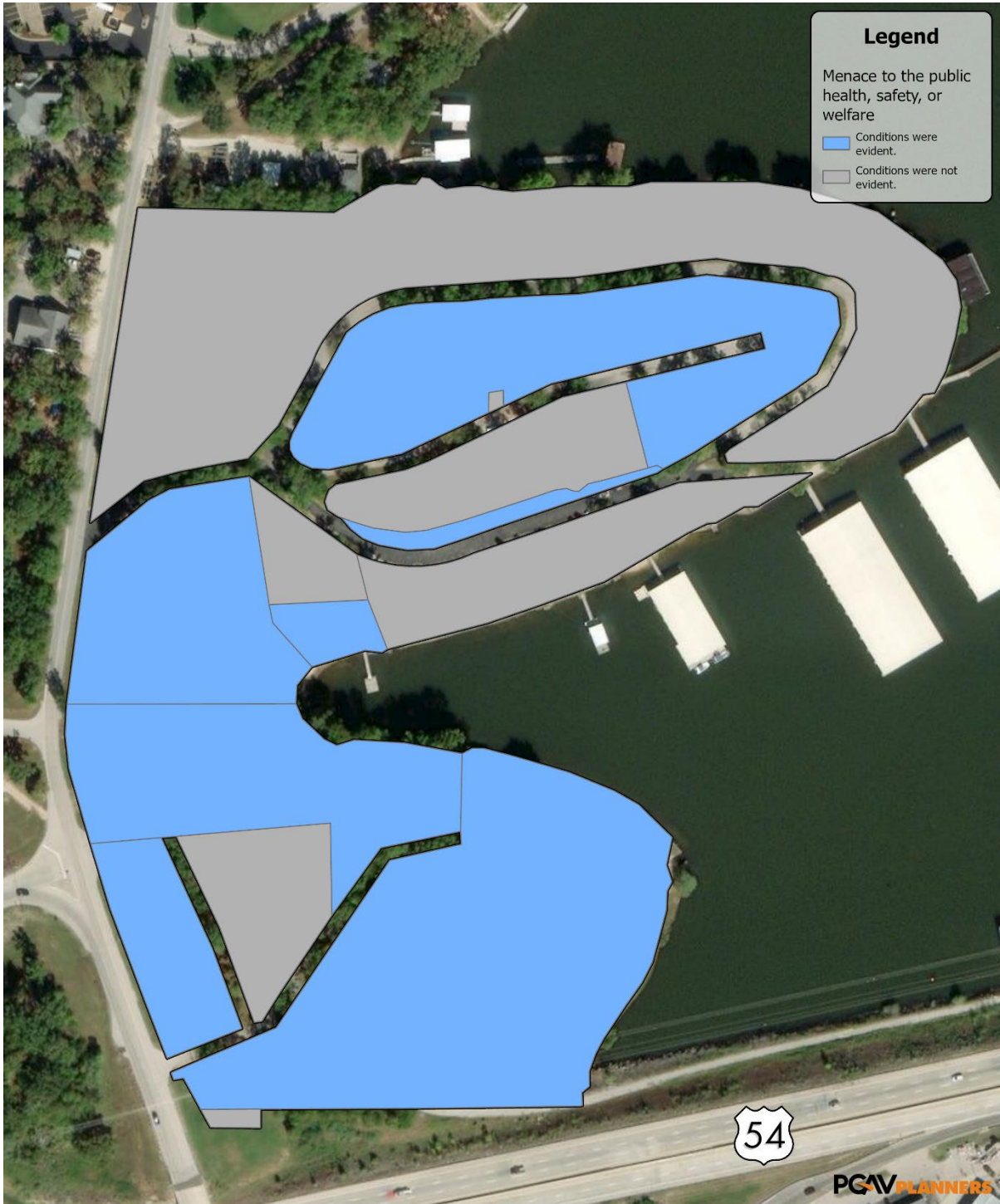


DETERIORATION OF SITE IMPROVEMENTS
LAKEPORT VILLAGE REDEVELOPMENT AREA

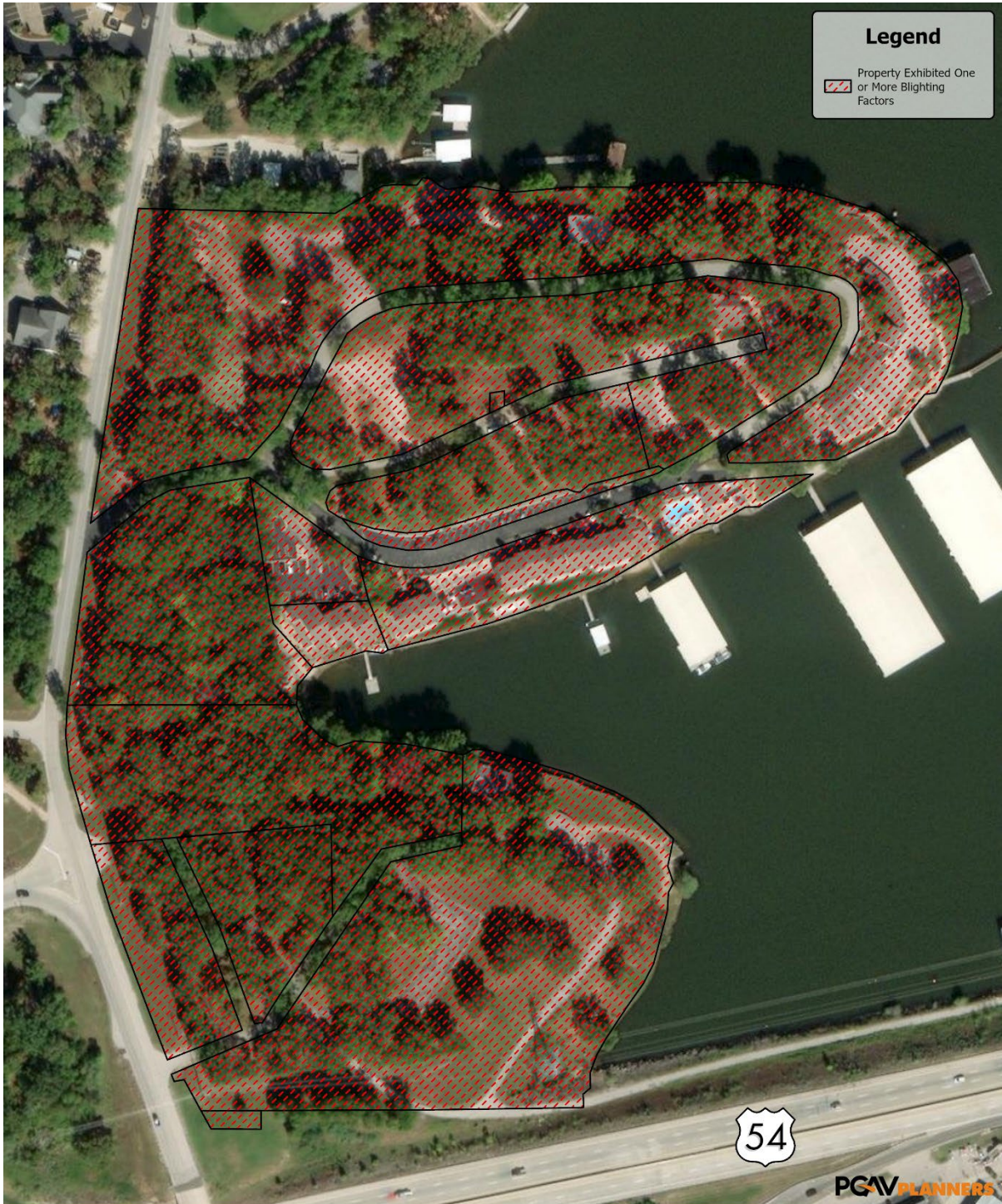


INSANITARY OR UNSAFE CONDITIONS
LAKEPORT VILLAGE REDEVELOPMENT AREA

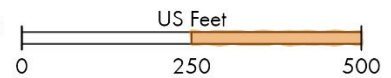




MENACE TO THE PUBLIC HEALTH, SAFETY, OR WELFARE
LAKEPORT VILLAGE REDEVELOPMENT AREA



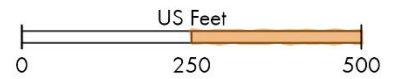
PROPERTIES EXHIBIT ONE OR MORE BLIGHTING FACTORS
LAKEPORT VILLAGE REDEVELOPMENT AREA

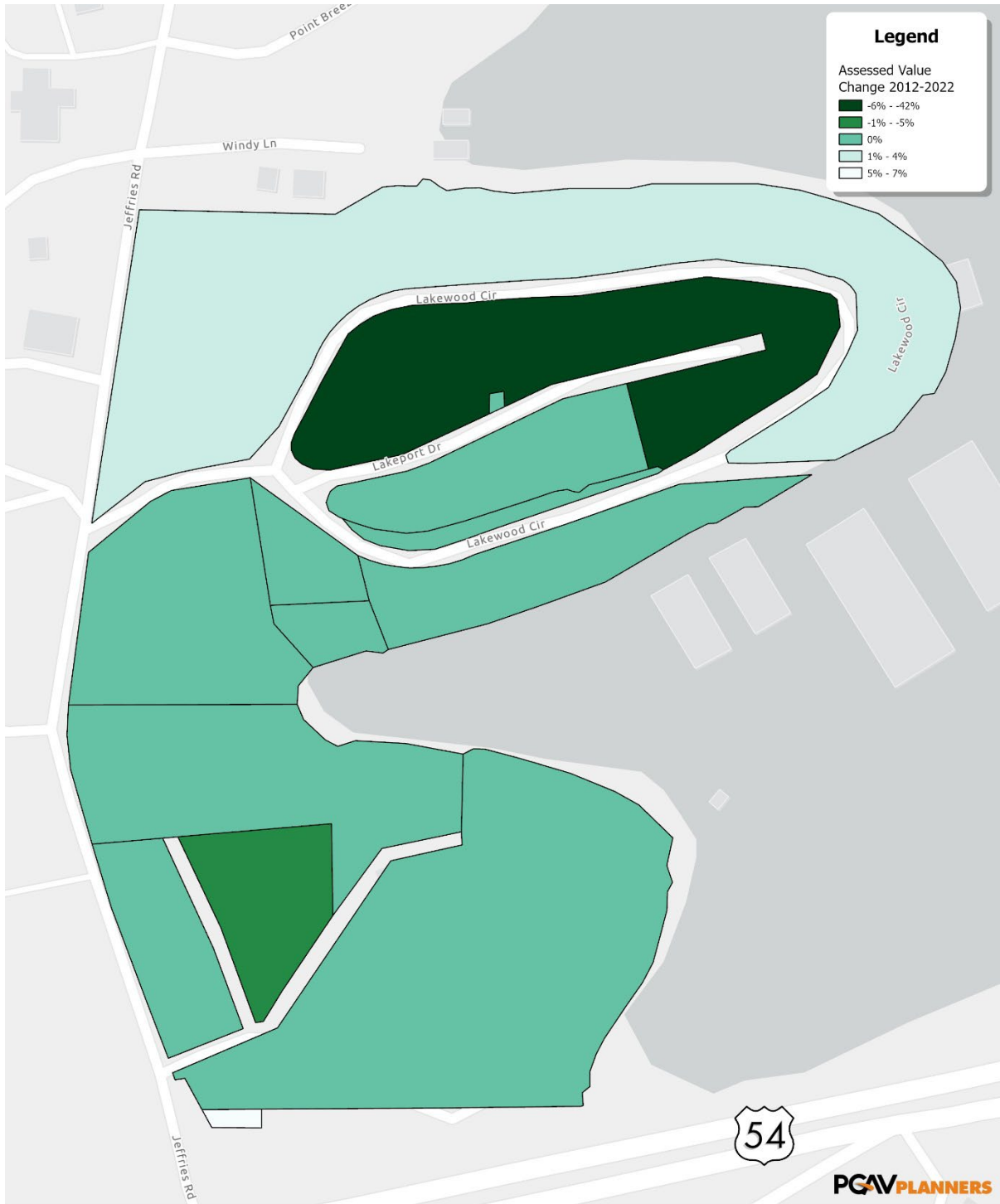




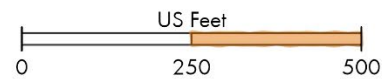
EXISTING LAND USE

LAKEPORT VILLAGE REDEVELOPMENT AREA





ASSESSOR MARKET VALUE PCT. CHANGE
LAKEPORT VILLAGE REDEVELOPMENT AREA



APPENDIX C

EXISTING CONDITIONS PHOTOS

**A map of photos showings existing conditions
may be found via the link below.**

[Link](#)

APPENDIX D

SUPPORTING DOCUMENTATION

Dock Wiring Inspection Sheet – Lake of the Ozarks – Fire Districts			
Date:	Permit # D-210069	Dock Location: 5011 Lakeport Dr. OB. Dock E UE 6517-1-L	
4-29-21	☐ Approved	☒ Not Approved	☐ Re-inspection
Owner(s): Big T LLC		Electrician:	
Address: PO Box 759 Lake Ozark Mo 65049		Address:	
Phone #(s): 573-965-4001		Phone #(s):	
Notes: Non-metallic sheathed cable shall not be used. (Romex & UF) All wiring methods and conductors shall be suitable for wet locations. All wiring shall meet National Electrical Code Article 555 Marinas and Boatyards.			

Apr	Not Apr.	
☐	☒	1. Feeder from the main panel to sub panel shall be 4 wire for 240 volts, 3 wire for 120 volts. (The breaker panel legs shall not be jumped). 2017 NEC section 353.7(C).
☐	☒	2. Conduit that is buried from the building to the sub-panel shall be schedule 40 PVC for underground use. Existing service feeders shall meet the current code standards. 2017 NEC section 353.7(A).
☐	☒	3. Junction box on the outside of the building serving the dock shall be weatherproof. 2017 NEC 353.13.
☐	☒	4. The feeder from the sub-panel to the dock shall be schedule 40 PVC (sunlight resistant or approved method) and shall be liquid tight flexible conduit at all pivot points 2017 NEC .13.
☐	☒	5. The conduit shall be sized for the conductors installed in the system. 2017 NEC Chapter 3.
☐	☒	6. The disconnecting means shall be within 6 feet of the ramp entrance. The disconnect shall be a breaker type. The disconnect shall be 42 inches Above Finished Grade. 2017 NEC section 353.7 (B) & (C).
☐	☒	7. All grounding conductors shall have continuous outer finish that is green including all bonding wires. 2017 NEC section 353.15 and local ordinance.
☐	☒	8. The grounding conductors shall be connected to the grounding bus in the sub-panel and to the ground rod. Grounding bus and grounded (neutral) must be separated. 2017 section 353.15.
☐	☒	9. A grounding electrode shall be in place. (At least 8 feet long and trade size of 1/2 inch). 2017 NEC section 353.15.
☐	☒	10. The grounding conductor shall be sized correctly for the circuit (minimum #6) and attached with a separate clamp directly to the grounding electrode. 2017 NEC section 353.15.
☐	☒	11. #6 grounding wire from the ground rod to the metal parts of the ramp with approved terminals. 2017 NEC section 354.15.
☐	☒	12. #6 grounding wire jumper shall be installed between all pivot points in the ramp, dock stiff arms, breakwaters, boat lifts, etc. 2017 NEC section 2015.
☐	☒	13. All metal enclosure and exposed metal parts of the electrical system shall be bonded to the grounding bus with approved terminals. The bonding connection shall be nut & bolt, no self-tapping screws. 2017 NEC 353.15.
☐	☒	14. All metal parts, metal piping, and all non-current carrying metal parts must be bonded to the panel board. 2017 NEC section 353.15.
☐	☒	15. All circuits shall be GFCI protected. 2017 NEC section 353.19.
☐	☒	16. All general use outlet receptacles shall be minimum 36 inches above the finished dock surface. Local ordinance.
☐	☒	17. All outlets dedicated for a piece of equipment shall be of the Marine Twist Lock type and GFCI protected. A disconnecting means must be within 30 inches of outlet or approved marine pedestal installation. 2017 NEC section 353.17 and 353.19.
☐	☒	18. All GFCI outlets receptacles shall work when tested. 2017 section 353.19 and local ordinance.
☐	☒	19. All cabinets and cutout boxes shall be a minimum of 1/4 inch of airspace between the enclosure and supporting surface.
☐	☒	20. All 15 and 20 amp, 120 and 240 volt non-locking type receptacles shall be listed weather-resistant type receptacles. 2017 NEC section 406.9(B).
☐	☒	21. All enclosures and fittings below 8 feet (for existing docks), all enclosures and fittings for new installation, or exposed to weather shall be in weatherproof enclosures and fittings and suitable for wet locations with allowable weep holes. 2017 NEC section 406.9 (B) (1).

Richards Remediation, Inc.

80 Sterling Brock Dr
Harrisburg, MO 65256 US
+1 5733033563
Office@richardsremediation.com

**Estimate****ADDRESS**

Big Thunder Marine
Attn: Shawn Cogdill
Corner of Davis Dr and Jefferies
Osage Beach, MO 65065

ESTIMATE**DATE****1049****12/29/2021**

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Asbestos Remediation	Set up mini enclosed containment around sheet flooring on concrete in lower level unit of 4 plex. Put containment under negative pressure by installing a HEPA air filtration machines to filter out air while work takes place. Properly remove and dispose of asbestos containing sheet flooring. Set single story home that's located next door up under negative pressure by installing HEPA air filtration machines to filter out the air while work takes place. Properly remove and dispose of all asbestos containing floor tile throughout the entire home. Payment due upon completion unless terms are set with company owner.	1	4,500.00	4,500.00

-
- * All removal work done under negative air pressure containment.
 - * Respiratory protection and protective clothing will be provided for all workers.
 - * Final lien waiver upon payment in full.
 - * Price includes all labor, materials, and disposal.
 - * DNR notification fees included in price if applicable.
 - * Disposal of asbestos materials at an approved DNR landfill.
 - * General liability and workers compensation insurance.

Accepted By

Accepted Date

APPENDIX 4

DEVELOPER AFFIDAVIT

STATE OF Missouri)
COUNTY OF Saint Louis County)

AFFIDAVIT

I, the undersigned, am over the age of 18 years and have personal knowledge of matters stated herein.

The undersigned swears, affirms and certifies the following to be true to induce the approval of Tax Increment Financing for the Redevelopment Area described in the Lakeport Village Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan").

1. I am the President of Tegethoff Development, LLC (the "Developer") and am authorized by the Developer to attest to the matters set forth herein.

2. I am familiar with the Redevelopment Area described in the Redevelopment Plan. In my opinion, based on the factors set forth in the Redevelopment Plan, the Redevelopment Area, on the whole, qualifies as a "blighted area" as defined in Section 99.805(1) of the Missouri Revised Statutes, as amended, and has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing.

And Further Affiant Sayeth Not.

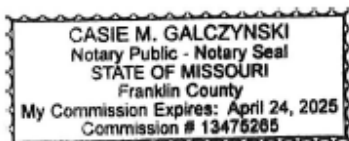
Tegethoff Development, LLC

By: [Signature]
Jeffrey J. Tegethoff, President

Subscribe and sworn to before me this 13 day of February 2023.

[Signature]
Notary Public

My Commission Expires: 4.24.2025



APPENDIX 5

ESTIMATED CONSTRUCTION SCHEDULE

Use	Estimated Outside Construction Start Date	Estimated Outside Date for Construction Completion
Entertainment and Restaurants	June 1, 2023	August 1, 2024
Parking Structure	June 1, 2023	August 1, 2024
Outdoor Attractions and Related Uses	January 1, 2024	January 1, 2027
Hotel	January 1, 2024	January 1, 2027

Note: These dates are merely estimates and are subject to change based on the timing of approvals, market conditions, tenant preferences, and other economic factors.

APPENDIX 6

SITE PLAN

Site Plan



NOTE: Building sizes, site placement, the nature and types of tenants or end-users, and other details as generally shown on the Site Plan may be subject to further modification as the Redevelopment Project moves from concept to reality. The Developer may continue negotiations with tenants or end-users as sites and building designs are completed.

APPENDIX 7

RELOCATION POLICY

This Relocation Policy governs relocation assistance, which shall be paid in conjunction with the implementation of any tax increment financing redevelopment plan as required by Section 99.810.1(4) of the Revised Statutes of Missouri. Under Missouri law, any municipality utilizing the redevelopment tools provided under Chapter 99 of the Revised Statutes of Missouri for redevelopment activities that cause displacement must adopt by rule or ordinance a relocation policy which meets the requirements set forth in Section 523.200-215 of the Revised Statutes of Missouri (the "Relocation Statute"). This Relocation Policy adopts the minimum statutory requirements of the Relocation Statute, which is incorporated herein by reference.

APPENDIX 8

PROJECT FINANCING COMMITMENT



November 17, 2022

Jeffrey Tegethoff
Tegethoff Development, LLC
Oasis at Lakeport
Sent via email: Jeff@TegethoffDevelopment.com

RE: Proposed Lakeport Village Development Project

Dear Mr. Tegethoff:

The purpose of this letter is to provide evidence of a conditional commitment by Bank of Washington (the "Bank") to provide financing for the proposed family-oriented resort and entertainment facility located adjacent to the Lake of the Ozarks in the City of Osage Beach, Missouri known as Lakeport Village (the "Project").

This correspondence is intended as a preliminary expression of the Bank's interest in financing this Project. The potential funding of this Project is subject to several contingencies, including the review of customary due diligence and underwriting, the issuance of the necessary tax increment financing by the City of Osage Beach, the approval of special taxing districts, and the review and approval of the Bank's Loan Committee, acting in its sole subjective discretion. In addition, similar commitment from other potential participating banks may also be required.

As we have discussed, financing of the Project would not be feasible without the assistance of tax increment financing. Therefore, please be advised that we are excited to a part of the financing package for the Project should the City of Osage Beach issue the necessary tax increment financing.

We hope this letter is sufficient evidence of our interest to provide Lakeport Village with financing. If you have any questions, do not hesitate to contact me.

Sincerely,

Bank of Washington

A handwritten signature in blue ink, appearing to read "Sam Unnerstall".

Sam Unnerstall,
Vice President of Commercial Lending

RESOLUTION OF THE TAX INCREMENT FINANCING COMMISSION OF THE CITY OF OSAGE BEACH, MISSOURI, APPROVING THE LAKEPORT VILLAGE TAX INCREMENT FINANCING REDEVELOPMENT PLAN; DESIGNATING THE REDEVELOPMENT AREA DESCRIBED THEREIN; APPROVING THE REDEVELOPMENT PROJECT DESCRIBED THEREIN; AND EXPRESSING ITS RECOMMENDATIONS TO THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI.

WHEREAS, the Board of Aldermen of the City of Osage Beach, Missouri, has created the Tax Increment Financing Commission of the City of Osage Beach, Missouri (the “TIF Commission”); and

WHEREAS, the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the “Act”), authorizes the TIF Commission to hold public hearings with respect to proposed redevelopment areas, redevelopment plans and redevelopment projects and to make recommendations thereon to the Board of Aldermen; and

WHEREAS, the TIF Commission has reviewed a plan for redevelopment known as the “Lakeport Village Tax Increment Financing Redevelopment Plan,” attached as **Exhibit A** hereto and incorporated herein by this reference (the “Redevelopment Plan”), for an area consisting of approximately 24 acres generally located at the northeast corner of Jefferies Road and U.S. Route 54 (as further described on Appendix 1 to the Redevelopment Plan, the “Redevelopment Area”); and

WHEREAS, the Redevelopment Plan describes a redevelopment project consisting of the construction of a family-friendly resort and entertainment district, which is expected to include an approximately 350-425 room hotel with at least 15,000 square feet of conference center facilities (inclusive of ballroom space, business center space, and/or meeting space), an outdoor area, amusement and entertainment uses (such uses may include an arcade and a Ferris wheel), a boardwalk overlooking the Lake of the Ozarks, a multi-story parking garage and not less than approximately 15,000 square feet of commercial space to accommodate restaurant, retail and other commercial uses (collectively, the “Redevelopment Project”); and

WHEREAS, attached as **Appendix 3** to the Redevelopment Plan is the “Lakeport Village Redevelopment Area Qualifications Study” prepared by land use and urban planners at PGAV Planners (the “Blight Study”), which Blight Study documents the conditions present in the Redevelopment Area that support a determination that the Redevelopment Area is a “blighted area” under the Act;

WHEREAS, implementation of the Redevelopment Plan and the Redevelopment Project will remediate the conditions that cause the Redevelopment Area to be a “blighted area” under the Act; and

WHEREAS, after all proper notice was given, the TIF Commission held a public hearing in conformance with the Act on April 17, 2023 and received comments from all interested persons and taxing districts relative to (1) the Redevelopment Plan, (2) the designation of the Redevelopment Area and (3) the approval of the Redevelopment Project;

NOW, THEREFORE, BE IT RESOLVED BY THE TAX INCREMENT FINANCING COMMISSION OF THE CITY OF OSAGE BEACH, MISSOURI, AS FOLLOWS:

1. The Redevelopment Plan, the Redevelopment Area described therein and the Redevelopment Project are hereby adopted and approved.

2. The TIF Commission hereby finds that:

a. The Redevelopment Area on the whole is a “blighted area” as defined in Section 99.805(1) of the Act, has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing. The Redevelopment Plan includes, and the TIF Commission hereby finds and adopts by reference, (i) the findings set forth in the Blight Study and (ii) an affidavit, signed on behalf of the proposed developer of the Redevelopment Project, attesting that the provisions of Section 99.810.1(1) of the Act have been met.

b. The Redevelopment Plan conforms to the comprehensive plan for the development of the municipality as a whole.

c. The estimated dates of completion of the Redevelopment Project and retirement of obligations incurred to finance Redevelopment Project costs have been stated in the Redevelopment Plan, and these dates are no more than 23 years from the adoption of the ordinance approving the Redevelopment Project within the Redevelopment Area. No ordinance approving the Redevelopment Project shall be adopted later than ten years from the adoption of the ordinance approving the Redevelopment Plan.

d. A plan has been developed for relocation assistance for businesses and residences.

e. A cost-benefit analysis showing the economic impact of the Redevelopment Plan on each taxing district which is at least partially within the boundaries of the Redevelopment Area is attached as **Exhibit B** hereto and incorporated herein as if fully set forth herein, which cost-benefit analysis shows the impact on the economy if the Redevelopment Project is not built and if the Redevelopment Project is built pursuant to the Redevelopment Plan. The cost-benefit analysis also includes a fiscal impact study on every affected political subdivision and sufficient information from the proposed developer of the Redevelopment Project for the TIF Commission to evaluate whether the Redevelopment Project, as proposed, is financially feasible. The TIF Commission hereby finds that the Redevelopment Project, as proposed, is financially feasible.

f. The Redevelopment Plan does not include the initial development or redevelopment of any gambling establishment.

g. The Redevelopment Area includes only those parcels of real property and improvements thereon directly and substantially benefited by the proposed Redevelopment Project.

3. The TIF Commission recommends to the Board of Aldermen that the Board of Aldermen adopt one or more ordinances in the form required by the Act to:

a. Approve the Redevelopment Plan.

b. Approve and designate the Redevelopment Area as a “redevelopment area” as provided in the Act.

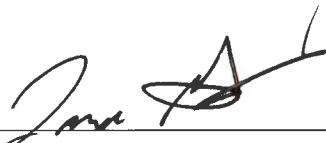
c. Approve the Redevelopment Project.

d. Adopt tax increment financing with respect to the Redevelopment Area and the Redevelopment Project by passage of an ordinance complying with the terms of Section 99.845 of the Act.

4. The officers of the TIF Commission are hereby authorized and directed to execute all documents and take such steps as they deem necessary and advisable to carry out and perform the purpose of this Resolution.

5. The sections of this Resolution shall be severable. If any section of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the TIF Commission has or would have enacted the valid sections without the void one and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

ADOPTED by the Tax Increment Financing Commission of the City of Osage Beach, Missouri, this 17th day of April, 2023.



Chairman

COST-BENEFIT ANALYSIS

***Submitted in Conjunction with the Lakeport
Village Redevelopment Plan***

April 17, 2023

Prepared for

Tax Increment Financing Commission

of the City of Osage Beach, Missouri

I. INTRODUCTION

Attached hereto is a Cost-Benefit Analysis submitted in conjunction with the *Lakeport Village Tax Increment Financing Redevelopment Plan* (the “Plan”), which pertains to the proposed redevelopment of certain real property in the City of Osage Beach, Missouri (the “City”), as more particularly described in the Plan (the “Redevelopment Area”). As further set forth in the Plan, the proposed redevelopment project is the development and construction of a family-oriented resort and entertainment district to be constructed on the underutilized northeast corner of Jefferies Road and US Highway 54 (the “Redevelopment Project” or “Project”). The Redevelopment Project is expected to consist of an approximately 350-425 room hotel with at least 15,000 square feet of conference center facilities (inclusive of ballroom space, business center space, and/or meeting space), an outdoor area, amusement and entertainment uses (such uses may include an arcade and a Ferris wheel), a boardwalk overlooking the Lake of the Ozarks, a multi-story parking garage and not less than approximately 15,000 square feet of commercial space to accommodate restaurant, retail and other commercial uses.

The attached Cost-Benefit Analysis is submitted pursuant to Section 99.810 of the Real Property Tax Increment Allocation Redevelopment, Sections 99.800 to 99.865, RSMo., as amended (the “TIF Act”), and profiles the economic consequences of the Redevelopment Project as proposed in the Plan, as well as a study showing the fiscal impact of the Project upon each taxing district. This analysis, together with the information provided in the Plan, profiles the anticipated economic impact and financial feasibility of the Project.

The attached calculations are merely projections, as the Project has not yet been constructed. These projections are based on a series of assumptions that must be considered when interpreting the results of this analysis.

II. GENERAL ASSUMPTIONS AND CONDITIONS

This Memorandum and the financial information contained herein are based on projections, assumptions, and information provided by an affiliate of the proposed developer of the Project, Tegethoff Development, LLC (along with its affiliates, including Lakeport Village, LLC, collectively, the “Developer”) and prospective tenant(s), as well as information or assumptions provided by various sources considered reliable. These projections are intended to be interpreted and used based on the assumptions set forth herein. Furthermore, with respect to assessed values of property, the attached projections are based upon information and methodologies provided by the Camden County Assessor’s Office; ultimately, however, these assessments are left to the discretion of the County Assessor.

The projections presented in this document are forward-looking and involve certain assumptions, as noted above, and judgments regarding uncertainties including, without limitation:

- Changes in the real estate market;
- Actual leasing results;

- Tenant location and performance;
- The timing of project start and completion; and
- Changes in the commercial market competition and economic conditions.

The ability to achieve the results described herein depends on the timing and probability of a complex series of future events and conditions, both internal and external to the proposed development project. Any event or action that alters an assumed event, assumption, or conditions used to achieve the projections contained herein shall be considered a cause to void all projections contained herein.

The tax revenue projections contained in this report represent prospective information, opinions, and estimates regarding a development project that is not yet complete. These projections are not provided as predictions or assurances that a certain level of performance will be achieved or that certain events will occur. The actual results may vary materially from the projections described herein, and the variations may be material. Because the future is uncertain, there is risk associated with achieving the results projected.

III. AVAILABILITY OF INCREMENTAL TAX REVENUES

The availability of the projected incremental tax revenues for both the affected taxing districts and for deposit into the Special Allocation Fund is impacted by several events. Specifically, the attached calculations assume the prompt payment and collection of all taxes, and the distribution of these monies to the Special Allocation Fund by the City.

IV. SPECIFIC ASSUMPTIONS

Attached hereto are sets of spreadsheets and information formulated with respect to the proposed Project. The first sheet details the tax rates and taxing districts applicable to a potential TIF for the Project, along with the Equalized Assessed Value of all of the tax parcels within the boundaries of the Project. The sheet, entitled “Projected TIF Revenues,” profiles the potential revenues that may be generated by the Project for distribution to the Special Allocation Fund by the Project. Several of the key assumptions used to calculate the figures profiled on this sheet, including the applicable rates for property taxes, as well as the methodologies for determining future PILOTs and EATS and the assumed growth rates, are provided on the first sheet along with the last sheet titled “Assumptions”.

The next set of sheets, entitled “Cost-Benefit Analysis” consists of a cost-benefit analysis and fiscal impact study showing the overall impact of the total Project on taxing districts if TIF is approved and the Project is completed. The assumptions provided on the TIF Revenues spreadsheet with respect to tax rates, growth rates and methodologies generally apply as well to the Cost-Benefit Analysis. Additionally, the Cost-Benefit Analysis indicates the impact of certain taxes which are generated by the Project but not captured by the TIF, and thus not shown on the TIF Revenues sheet, and also profiles the projected taxes generated if the Project is not

built (the “Without TIF” scenario). Some pertinent assumptions with respect to the Cost-Benefit Analysis are:

- Without TIF, it is assumed that the Redevelopment Area will remain underutilized and will generate minimal incremental real property tax revenues. Without the redevelopment of the Redevelopment Area using TIF, it is assumed that the Redevelopment Area will be in an unmarketable condition and the Project will not be completed;
- Utility taxes are assumed to be 10% of projected utility costs for the Redevelopment Project upon completion of the Redevelopment Project; without TIF, minimal new utility tax revenues are anticipated if the property remains in its current underutilized state;
- While utility taxes are not considered to be a source of repayment of the TIF Notes on the “TIF Revenues” sheet (due to collection difficulties), the Cost-Benefit Analysis assumes that only half of such taxes are paid to the taxing districts (assuming the other half are captured as EATs);
- It is assumed that the TIF will be approved in early 2023, the TIF will terminate in 2043, and payments in lieu of taxes will end in 2043.
- The Personal and Real Property tax rates are based upon the 2022 rates for each. Although these rates vary from year to year, it is impossible to determine what the rate will be in any future year;
- The impact to the State of Missouri (the “State”) for real property and sales taxes are reflected on the Cost-Benefit Analysis sheets, and the impact to the State for sales taxes are addressed below in more detail;
- It is assumed that the portions comprising the Project will commence prior to the dates set forth in the “Construction Schedule” attached hereto and will be completed prior to the estimated outside completion dates set forth therein; and
- The PILOT and EATs projections are generally based upon the assumptions detailed on the “Assumptions” sheet.

In addition to the above assumptions, the “Projected TIF Revenues” and “Cost Benefit Analysis” assume that fifty percent of the sales tax authorized pursuant to Section 321.552 RSMo for the benefit of the Osage Beach Fire Protection District (the “Fire District”) will be deposited into the Special Allocation Fund for the benefit of the Project. However, under the TIF Act, the Fire District is entitled to reimbursement from the Special Allocation Fund in the amount of at least fifty percent but not more than one hundred percent of the Fire District’s increment. As such, the Fire District make seek reimbursement of one hundred percent of the Fire District’s increment as statutorily authorized.¹

¹ The Developer is pursuing discussions with the Fire District to obtain their support and cooperation for the Project. However, as of the date hereof, the Developer does not have an agreement with the Fire District. The Developer will continue to communicate with the Fire District and keep the City informed of the ultimate resolution. The net present value of the Fire District’s increment is approximately \$1.8 million over the life of the TIF. A reduction in the Fire District’s contribution to the Special Allocation Fund would result in a decrease in the Projected TIF Revenues.

While the TIF projections are based on a coverage ratio of 1.1 for PILOTs and 1.25 for EATs, without these coverage ratios, the TIF is projected to be paid off in 2043. The tax projections given assume the TIF will be paid off in 2043 and additional taxes collected after this date will be wholly dedicated to the applicable taxing districts.

The next sheet lists anticipated sources and uses used to construct the Project. Following the sources and uses is a sheet that includes a projected operating pro-forma for the Project and a financial analysis showing the Project is financially feasible and will provide a reasonable return on investment. As demonstrated by the pro forma, without TIF and other proposed incentives, the total cost of the Project makes the Project financially unfeasible, particularly given the extraordinary costs associated with the public infrastructure improvements required for the Project. The requested incentives and support will bridge this financial gap and will help make the Project financially feasible. As shown on the attached pro forma, without TIF and other incentives, the Developer would have a return of only 6.25% at stabilization. With TIF and other incentives, the Project is expected to generate a reasonable return of approximately 8.01% at stabilization, which is a typical accepted rate of return for a similar project. Thus, when compared to projects of similar size and scope, the TIF and other incentives allow the Developer to generate an acceptable rate of return for this Project. Furthermore, as of the date hereof, the yield on the U.S. 3-Month Treasury is 4.7% and is anticipated to continue to increase through at least the first half of 2023. This benchmark is often described as the “risk free rate of return” as investors can achieve this rate of return on their investment with zero to minimal financial risk. As such, any development, particularly ground-up development such as the Project, made by an investor or developer must be projected to significantly outperform the “risk free rate”, both in the short term and long term as the “risk free rate” continues to rise, in order to be undertaken. Additionally, due to current macro-economic factors and the existing interest-rate environment, the type of financing available for a comprehensive resort style development similar to the Project is very limited, and when available, ranges from 7% to 9%, making the Project extremely difficult and expensive to finance. If the Project was solely reliant on conventional financing, the anticipated rate of return on the Project would not be sufficient to proceed with development. Moreover, the Developer’s projected rate of return is well within the market “capitalization rate” for standard hotel projects. According to CoStar, an industry leader in commercial real estate analysis and information, hotel buyers were offering capitalization rates of 7.0% to in excess of 8.0%. It should be noted this market capitalization rate is for all types of hotels, which includes hotels that are much less complex and less risky than the Project. Moreover, CoStar is projecting that the average capitalization rates for hotels will increase up to 150 basis points beginning in 2023 and continuing into the future. This would put industry capitalization rates at Project completion in excess of 9%. Without TIF and other incentive, the projected rate of return for the Project would be well below the commonly accepted rate of return in today’s environment for a similar project when considering the risk, size, and scope of the Project, along with carrying costs to the developer associated with the project.

Finally, among the other incentives being considered for the Project is State Supplemental Tax Increment financing (“SuperTIF”) pursuant to Section 99.845 of the TIF Act, which could provide additional tax increment revenues based on the incremental increase in the general revenue portion of State sales tax revenues received or the State income tax withheld on behalf of new employees by the employer at businesses located within the Project. The impact to the

State with regarding to State sales taxes is shown on the “Cost-Benefit-Analysis” sheets noted above, but we have assumed that SuperTIF for this Project would not include the incremental general revenue portion of the State income tax withheld on behalf of new employees by the employer at businesses located within the Project. The sheets included herein reflect the impact to the State with regard to State sales tax revenues, which we have assumed would be the incremental revenues pledged to any SuperTIF approved for the Project.

Lastly, specific assumptions used to calculate the figures shown on the previous sheets are noted on the last sheet titled “Assumptions”.

V. CONCLUSION

The information attached hereto is based on a series of complex assumptions which are described herein. This information is submitted for the purposes of analysis provided in Section 99.810 of the TIF Act, and contains no warranty therewith. The information contained herein provides an analysis of the impact of the Project as well as information sufficient to determine the whether the Project is financially feasible.

Except for its intended use by the City of Osage Beach TIF Commission, the City’s Board of Aldermen and/or the State of Missouri for consideration of tax increment financing or SuperTIF for the Project, neither this document nor its contents may be referred to or quoted, in whole or in part, for any purpose including, but not limited to, any official statement for a bond issue and consummation of a bond sale, any registration statement, prospectus, loan, or other agreement or document, without proper review and written approval by Husch Blackwell LLP regarding any representation therein. Husch Blackwell LLP has neither verified nor audited the information that was provided by any source. Information provided by others is assumed to be reliable, but Husch Blackwell LLP assumes no responsibility for its accuracy, certainty or degree of risk involved. Because this analysis assumes that there will be no significant change in market conditions and the schedule requested by the Developer will be followed, Husch Blackwell LLP assumes no liability should market conditions change or the schedule not be met.

Tax Rates & Equalized Assessed Values

2023 Real Property and Personal Property Tax Rates		
Taxing Jurisdiction	Commercial Rate	Personal Property
State of Missouri	0.0300	0.0300
Camden County	0.1100	0.1100
Senior Citizen Tax	0.0460	0.0460
Library Tax	0.0963	0.0963
SB40 CCDDR	0.0576	0.0576
Osage Beach Fire	0.7434	0.7434
Camden School	2.9700	2.9700
Osage Beach Road/Bridge	0.1100	0.1100
Tax Rate	4.1633	4.1633
Merchants' and Manufacturers' Replacement Tax	0.0300	
Total Tax Rate	4.1933	4.1633
TIF Property Tax Rate*	3.3323	4.1633
*Excludes the Merchants' and Manufacturers' Replacement Tax, State Blind Pension Fund Tax, SB40 CCDDR Tax, and Osage Beach Fire District Tax Source: Camden County; 2022 Tax Rates		

2023 Sales Tax Rates	
Taxing Jurisdiction	Rate
State - General	3.0000
State Education	1.0000
State - Conservation	0.1250
State - Parks and Soil	0.1000
County - General	1.0000
County - LEST	0.5000
City - General	1.0000
City - Capital Projects	0.5000
City - Transportation	0.5000
Osage Beach Fire Protection District	0.5000
General Sales Tax Rate	8.2250
TIF Sales Tax Rate*	4.0000
*Excludes State Sales Taxes (SuperTIF Analysis covered separately) Source: Osage Beach 2023 Tax Rates	

LAKEPORT VILLAGE - PARCEL EQUALIZED ASSESSED VALUES			
Parcel Identification Number	Assessed Values		
	2022	2021	2020
08-1-0-11.0-000.0-011-003.000	\$ 320.00	\$ 320.00	\$ 320.00
08-1-0-11.0-000.0-001-022.000	\$ 128,740.00	\$ 128,740.00	\$ 128,740.00
08-1-0-11.0-000.0-001-024.000	\$ 37,990.00	\$ 37,990.00	\$ 37,990.00
08-1-0-11.0-000.0-001-026.000	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00
08-1-0-11.0-000.0-001-029.000	\$ 20,500.00	\$ 20,500.00	\$ 20,500.00
08-1-0-11.0-000.0-001-030.000	\$ 11,210.00	\$ 11,210.00	\$ 11,210.00
08-1-0-11.0-000.0-001-031.000	\$ 2,590.00	\$ 2,590.00	\$ 2,590.00
08-1-0-11.0-000.0-001-031.001	\$ -	\$ -	\$ -
08-1-0-11.0-000.0-001-032.000	\$ -	\$ -	\$ -
08-1-0-11.0-000.0-001-033.000	\$ 276,990.00	\$ 276,990.00	\$ 276,990.00
08-1-0-11.0-000.0-001-035.000	\$ 64,180.00	\$ 64,180.00	\$ 64,180.00
08-1-0-11.0-000.0-001-035.001	\$ -	\$ -	\$ -
08-1-0-11.0-000.0-001-035.002	\$ 3,590.00	\$ 3,590.00	\$ 3,590.00
08-1-0-11.0-000.0-001-039.000	\$ -	\$ -	\$ -
08-1-0-11.0-000.0-001-031.103	\$ 9,690.00	\$ 9,690.00	\$ 9,690.00
08-1-0-11.0-000.0-001-059.002	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-031.000	\$ 2,590.00	\$ 2,590.00	\$ 2,590.00
08-1-0-11.0-000.0-001-031.001	\$ -	\$ -	\$ -
08-1-0-11.0-000.0-001-035.001	\$ -	\$ -	\$ -
08-1-0-11.0-000.0-001-031.101	\$ 9,690.00	\$ 9,690.00	\$ 9,690.00
08-1-0-11.0-000.0-001-031.102	\$ 9,690.00	\$ 9,690.00	\$ 9,690.00
08-1-0-11.0-000.0-001-031.104	\$ 9,690.00	\$ 9,690.00	\$ 9,690.00
08-1-0-11.0-000.0-001-031.105	\$ 9,690.00	\$ 9,690.00	\$ 9,690.00
08-1-0-11.0-000.0-001-031.106	\$ 9,690.00	\$ 9,690.00	\$ 9,690.00
08-1-0-11.0-000.0-001-031.107	\$ 9,690.00	\$ 9,690.00	\$ 9,690.00
08-1-0-11.0-000.0-001-031.108	\$ 9,690.00	\$ 9,690.00	\$ 9,690.00
08-1-0-11.0-000.0-001-031.109	\$ 9,690.00	\$ 9,690.00	\$ 9,690.00
08-1-0-11.0-000.0-001-059.001	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-059.003	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-059.004	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-059.005	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-059.006	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-059.007	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-059.008	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-060.001	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-060.002	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-060.003	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-060.004	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-060.005	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-060.006	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-060.007	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-060.008	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-061.001	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-061.002	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-061.003	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-061.004	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-061.005	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-061.006	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-061.007	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-061.008	\$ -	\$ -	\$ -
08-1-0-11.0-000.0-001-062.001	\$ -	\$ -	\$ -
08-1-0-11.0-000.0-001-062.002	\$ -	\$ -	\$ -
08-1-0-11.0-000.0-001-062.003	\$ -	\$ -	\$ -
08-1-0-11.0-000.0-001-062.004	\$ -	\$ -	\$ -
08-1-0-11.0-000.0-001-062.005	\$ -	\$ -	\$ -
08-1-0-11.0-000.0-001-062.006	\$ -	\$ -	\$ -
08-1-0-11.0-000.0-001-062.007	\$ -	\$ -	\$ -
08-1-0-11.0-000.0-001-062.008	\$ -	\$ -	\$ -
08-1-0-11.0-000.0-001-063.001	\$ -	\$ -	\$ -
08-1-0-11.0-000.0-001-063.002	\$ -	\$ -	\$ -
08-1-0-11.0-000.0-001-063.003	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-063.004	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-063.005	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-063.006	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-063.007	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-063.008	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-061.008	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-063.001	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
08-1-0-11.0-000.0-001-063.002	\$ 9,980.00	\$ 9,980.00	\$ 9,980.00
	\$ 957,870.00	\$ 957,870.00	\$ 957,870.00

Projected TIF Revenues

Lakeport Village - Projected TIF Revenues												
		TIF Real Estate				Retail Sales		Lakeport 1%			Total	
		Taxes	PILOTs	PILOTs with 1.1 Coverage Ratio	(Excluding Hotel Room Sales)	Incremental Sales Taxes	Lakeport 1% CID Sales Tax	TDD Sales Tax	EATs (50%)	EATs (50%) with 1.25 Coverage	without Coverage	Total Increments with Coverage
Year	Assessed Value											
Base	\$ 957,870				\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
2023	\$ 957,870	\$ 31,919	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
2024	\$ 957,870	\$ 31,919	\$ -	\$ -	\$ 15,750,000	\$ 630,000	\$ 157,500	\$ 157,500	\$ 472,500	\$ 378,000	\$ 472,500	\$ 378,000
2025	\$ 53,600,400	\$ 1,786,126	\$ 1,754,207	\$ 1,594,734	\$ 48,375,000	\$ 1,935,000	\$ 502,917	\$ 483,750	\$ 1,460,833	\$ 1,168,667	\$ 3,215,040	\$ 2,763,400
2026	\$ 76,572,000	\$ 2,551,609	\$ 2,519,690	\$ 2,290,627	\$ 69,000,000	\$ 2,760,000	\$ 920,000	\$ 920,000	\$ 2,300,000	\$ 1,840,000	\$ 4,819,690	\$ 4,130,627
2027	\$ 80,400,600	\$ 2,679,189	\$ 2,647,270	\$ 2,406,609	\$ 72,450,000	\$ 2,898,000	\$ 966,000	\$ 966,000	\$ 2,415,000	\$ 1,932,000	\$ 5,062,270	\$ 4,338,609
2028	\$ 80,400,600	\$ 2,679,189	\$ 2,647,270	\$ 2,406,609	\$ 74,261,250	\$ 2,970,450	\$ 990,150	\$ 990,150	\$ 2,475,375	\$ 1,980,300	\$ 5,122,645	\$ 4,386,909
2029	\$ 82,812,618	\$ 2,759,565	\$ 2,727,646	\$ 2,479,678	\$ 76,117,781	\$ 3,044,711	\$ 1,014,904	\$ 1,014,904	\$ 2,537,259	\$ 2,029,808	\$ 5,264,905	\$ 4,509,485
2030	\$ 82,812,618	\$ 2,759,565	\$ 2,727,646	\$ 2,479,678	\$ 78,020,726	\$ 3,120,829	\$ 1,040,276	\$ 1,040,276	\$ 2,600,691	\$ 2,080,553	\$ 5,328,337	\$ 4,560,231
2031	\$ 85,296,997	\$ 2,842,352	\$ 2,810,433	\$ 2,554,939	\$ 79,971,244	\$ 3,198,850	\$ 1,066,283	\$ 1,066,283	\$ 2,665,708	\$ 2,132,567	\$ 5,476,141	\$ 4,687,505
2032	\$ 85,296,997	\$ 2,842,352	\$ 2,810,433	\$ 2,554,939	\$ 81,970,525	\$ 3,278,821	\$ 1,092,940	\$ 1,092,940	\$ 2,732,351	\$ 2,185,881	\$ 5,542,784	\$ 4,740,819
2033	\$ 87,855,906	\$ 2,927,622	\$ 2,895,703	\$ 2,632,458	\$ 84,019,788	\$ 3,360,792	\$ 1,120,264	\$ 1,120,264	\$ 2,800,660	\$ 2,240,528	\$ 5,696,363	\$ 4,872,985
2034	\$ 87,855,906	\$ 2,927,622	\$ 2,895,703	\$ 2,632,458	\$ 86,120,283	\$ 3,444,811	\$ 1,148,270	\$ 1,148,270	\$ 2,870,676	\$ 2,296,541	\$ 5,766,379	\$ 4,928,998
2035	\$ 90,491,584	\$ 3,015,451	\$ 2,983,532	\$ 2,712,302	\$ 88,273,290	\$ 3,530,932	\$ 1,176,977	\$ 1,176,977	\$ 2,942,443	\$ 2,353,954	\$ 5,925,975	\$ 5,066,256
2036	\$ 90,491,584	\$ 3,015,451	\$ 2,983,532	\$ 2,712,302	\$ 90,480,122	\$ 3,619,205	\$ 1,206,402	\$ 1,206,402	\$ 3,016,004	\$ 2,412,803	\$ 5,999,536	\$ 5,125,105
2037	\$ 93,206,331	\$ 3,105,915	\$ 3,073,995	\$ 2,794,541	\$ 92,742,125	\$ 3,709,685	\$ 1,236,562	\$ 1,236,562	\$ 3,091,404	\$ 2,473,123	\$ 6,165,400	\$ 5,267,665
2038	\$ 93,206,331	\$ 3,105,915	\$ 3,073,995	\$ 2,794,541	\$ 95,060,678	\$ 3,802,427	\$ 1,267,476	\$ 1,267,476	\$ 3,168,689	\$ 2,534,951	\$ 6,242,685	\$ 5,329,493
2039	\$ 96,002,521	\$ 3,199,092	\$ 3,167,173	\$ 2,879,248	\$ 97,437,195	\$ 3,897,488	\$ 1,299,163	\$ 1,299,163	\$ 3,247,907	\$ 2,598,325	\$ 6,415,079	\$ 5,477,573
2040	\$ 96,002,521	\$ 3,199,092	\$ 3,167,173	\$ 2,879,248	\$ 99,873,125	\$ 3,994,925	\$ 1,331,642	\$ 1,331,642	\$ 3,329,104	\$ 2,663,283	\$ 6,496,277	\$ 5,542,531
2041	\$ 98,882,597	\$ 3,295,065	\$ 3,263,146	\$ 2,966,496	\$ 102,369,953	\$ 4,094,798	\$ 1,364,933	\$ 1,364,933	\$ 3,412,332	\$ 2,729,865	\$ 6,675,477	\$ 5,696,361
2042	\$ 98,882,597	\$ 3,295,065	\$ 3,263,146	\$ 2,966,496	\$ 104,929,202	\$ 4,197,168	\$ 1,399,056	\$ 1,399,056	\$ 3,497,640	\$ 2,798,112	\$ 6,760,786	\$ 5,764,608
2043	\$ 101,849,075	\$ 3,393,917	\$ 3,361,998	\$ 3,056,361	\$ 107,552,432	\$ 4,302,097	\$ 1,434,032	\$ 1,434,032	\$ 3,585,081	\$ 2,868,065	\$ 6,947,079	\$ 5,924,426
2044	\$ 101,849,075	\$ 3,393,917	\$ 3,361,998	\$ 3,056,361	\$ 110,241,243	\$ 4,409,650	\$ 1,469,883	\$ 1,469,883	\$ 3,674,708	\$ 2,939,766	\$ 7,036,706	\$ 5,996,128
2045	\$ 104,904,547	\$ 3,495,734	\$ 3,463,815	\$ 3,148,923	\$ 112,997,274	\$ 4,519,891	\$ 1,506,630	\$ 1,506,630	\$ 3,766,576	\$ 3,013,261	\$ 7,230,391	\$ 6,162,183
2046	\$ -	\$ -	\$ -	\$ -	\$ 77,214,804	\$ 3,088,592	\$ 386,074	\$ 386,074	\$ 1,930,370	\$ 1,544,296	\$ 1,930,370	\$ 1,544,296
NPV at		7.0%	\$30,280,246	27,527,496					\$30,436,500	24,349,200	60,716,746	51,876,697
NOTE: The projections contained herein are merely estimates or forward-looking projections based upon assumptions and information provided by the Developer (and its representatives and/or affiliates), its prospective tenants, the City of Osage Beach or others. There is no guaranty or assurance that future performance will match these assumptions, as they are subject to a wide range of market and other risks or factors.												

Cost-Benefit Analysis

(see attached)

Estimated Real Estate Taxes to Taxing Districts																											
WITH TIF				BASE (2023)		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033												
Assessed Value				\$	927,930	\$	927,930	\$	927,930	\$	53,600,400	\$	76,572,000	\$	80,400,600	\$	80,400,600	\$	82,812,618	\$	82,812,618	\$	85,296,997	\$	85,296,997		
Taxing Jurisdiction				Levy Amount		Levy as % of Total																					
State of Missouri (not subject to capture by TIF)				0.0300	0.72%	\$	278	\$	278	\$	278	\$	16,080	\$	22,972	\$	24,120	\$	24,120	\$	24,844	\$	24,844	\$	25,589	\$	25,589
Camden County				0.1100	2.64%	\$	1,021	\$	1,021	\$	1,021	\$	1,021	\$	1,021	\$	1,021	\$	1,021	\$	1,021	\$	1,021	\$	1,021	\$	1,021
Senior Citizen Tax				0.0460	1.10%	\$	427	\$	427	\$	427	\$	427	\$	427	\$	427	\$	427	\$	427	\$	427	\$	427	\$	427
Library Tax				0.0963	2.31%	\$	894	\$	894	\$	894	\$	894	\$	894	\$	894	\$	894	\$	894	\$	894	\$	894	\$	894
SB40 CCDDR (not subject to capture by TIF)				0.0576	1.38%	\$	534	\$	534	\$	534	\$	30,874	\$	44,105	\$	46,311	\$	46,311	\$	47,700	\$	47,700	\$	49,131	\$	49,131
Osage Beach Fire (showing not captured by TIF)				0.7434	17.86%	\$	6,898	\$	6,898	\$	6,898	\$	398,465	\$	569,236	\$	597,698	\$	597,698	\$	615,629	\$	615,629	\$	634,098	\$	634,098
Camden School				2.9700	71.34%	\$	27,560	\$	27,560	\$	27,560	\$	27,560	\$	27,560	\$	27,560	\$	27,560	\$	27,560	\$	27,560	\$	27,560	\$	27,560
Osage Beach Road/Bridge				0.1100	2.64%	\$	1,021	\$	1,021	\$	1,021	\$	1,021	\$	1,021	\$	1,021	\$	1,021	\$	1,021	\$	1,021	\$	1,021	\$	1,021
Total				4.1633	100%	\$	38,633	\$	38,633	\$	38,633	\$	476,341	\$	667,235	\$	699,050	\$	699,050	\$	719,094	\$	719,094	\$	739,739	\$	739,739
Estimated Real Estate Taxes to Taxing District																											
WITHOUT TIF				BASE (2023)		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033												
Assessed Value				\$	927,930	\$	927,930	\$	927,930	\$	927,930	\$	937,209	\$	937,209	\$	946,581	\$	946,581	\$	956,047	\$	956,047	\$	956,047		
Taxing Jurisdiction				Levy Amount		Levy as % of Total																					
State of Missouri (not subject to capture by TIF)				0.0300	0.72%	\$	278	\$	278	\$	278	\$	278	\$	281	\$	281	\$	284	\$	284	\$	284	\$	287	\$	287
Camden County				0.1100	2.64%	\$	1,021	\$	1,021	\$	1,021	\$	1,021	\$	1,031	\$	1,031	\$	1,041	\$	1,041	\$	1,041	\$	1,052	\$	1,052
Senior Citizen Tax				0.0460	1.10%	\$	427	\$	427	\$	427	\$	427	\$	431	\$	431	\$	435	\$	435	\$	435	\$	440	\$	440
Library Tax				0.0963	2.31%	\$	894	\$	894	\$	894	\$	894	\$	903	\$	903	\$	912	\$	912	\$	912	\$	921	\$	921
SB40 CCDDR (not subject to capture by TIF)				0.0576	1.38%	\$	534	\$	534	\$	534	\$	534	\$	540	\$	540	\$	545	\$	545	\$	545	\$	551	\$	551
Osage Beach Fire (showing not captured by TIF)				0.7434	17.86%	\$	6,898	\$	6,898	\$	6,898	\$	6,898	\$	6,967	\$	6,967	\$	7,037	\$	7,037	\$	7,037	\$	7,107	\$	7,107
Camden School				2.9700	71.34%	\$	27,560	\$	27,560	\$	27,560	\$	27,560	\$	27,560	\$	27,835	\$	27,835	\$	28,113	\$	28,113	\$	28,395	\$	28,395
Osage Beach Road/Bridge				0.1100	2.64%	\$	1,021	\$	1,021	\$	1,021	\$	1,021	\$	1,021	\$	1,031	\$	1,031	\$	1,041	\$	1,041	\$	1,052	\$	1,052
Total				4.1633	100%	\$	38,633	\$	38,633	\$	38,633	\$	38,633	\$	38,633	\$	39,019	\$	39,019	\$	39,409	\$	39,409	\$	39,803	\$	39,803
Assumed Growth Rate Without TIF:				1.01																							
Estimated Commercial Surcharge																											
WITH TIF				BASE (2023)		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033												
Assessed Value				\$	927,930	\$	927,930	\$	927,930	\$	53,600,400	\$	76,572,000	\$	80,400,600	\$	80,400,600	\$	82,812,618	\$	82,812,618	\$	85,296,997	\$	85,296,997		
Tax Type				Levy Amount (2022)		Levy as % of Total																					
Commercial Surcharge				0.0300	100.00%	\$	278	\$	278	\$	278	\$	16,080	\$	22,972	\$	24,120	\$	24,120	\$	24,844	\$	24,844	\$	25,589	\$	25,589
Total				0.0300	100%	\$	278	\$	278	\$	278	\$	16,080	\$	22,972	\$	24,120	\$	24,120	\$	24,844	\$	24,844	\$	25,589	\$	25,589
Estimated Commercial Surcharge																											
WITHOUT TIF				BASE (2023)		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033												
Assessed Value				\$	927,930	\$	927,930	\$	927,930	\$	927,930	\$	937,209	\$	937,209	\$	946,581	\$	946,581	\$	956,047	\$	956,047	\$	956,047		
Tax Type				Levy Amount		Levy as % of Total																					
Commercial Surcharge (not currently collected as no commercial activity)				0.0300	100.00%	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total				0.0300	100%	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

Estimated Real Estate Taxes to Taxing Districts														Note: The shaded area denotes period after projected payoff of TIF					
WITH TIF				2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	TOTALS		
Assessed Value				\$ 87,855,906	\$ 87,855,906	\$ 90,491,584	\$ 90,491,584	\$ 93,206,331	\$ 93,206,331	\$ 96,002,521	\$ 96,002,521	\$ 98,882,597	\$ 98,882,597	\$ 101,849,075	\$ 101,849,075	\$ 104,904,547	\$ 1,870,529,263		
Taxing Jurisdiction				Levy Amount	Levy as % of Total														
State of Missouri (not subject to capture by TIF)				0.0300	0.72%	\$ 26,357	\$ 26,357	\$ 27,147	\$ 27,147	\$ 27,962	\$ 27,962	\$ 28,801	\$ 28,801	\$ 29,665	\$ 29,665	\$ 30,555	\$ 30,555	\$ 31,471	\$ 561,159
Camden County				0.1100	2.64%	\$ 1,021	\$ 1,021	\$ 1,021	\$ 1,021	\$ 1,021	\$ 1,021	\$ 1,021	\$ 1,021	\$ 1,021	\$ 1,021	\$ 112,034	\$ 112,034	\$ 115,395	\$ 359,877
Senior Citizen Tax				0.0460	1.10%	\$ 427	\$ 427	\$ 427	\$ 427	\$ 427	\$ 427	\$ 427	\$ 427	\$ 427	\$ 46,851	\$ 46,851	\$ 48,256	\$ 150,494	
Library Tax				0.0963	2.31%	\$ 894	\$ 894	\$ 894	\$ 894	\$ 894	\$ 894	\$ 894	\$ 894	\$ 894	\$ 98,081	\$ 98,081	\$ 101,023	\$ 315,056	
SB40 CCDDR (not subject to capture by TIF)				0.0576	1.38%	\$ 50,605	\$ 50,605	\$ 52,123	\$ 52,123	\$ 53,687	\$ 53,687	\$ 55,297	\$ 55,297	\$ 56,956	\$ 56,956	\$ 58,665	\$ 58,665	\$ 60,425	\$ 1,077,425
Osage Beach Fire (showing not captured by TIF)				0.7434	17.86%	\$ 653,121	\$ 653,121	\$ 672,714	\$ 672,714	\$ 692,896	\$ 692,896	\$ 713,683	\$ 713,683	\$ 735,093	\$ 735,093	\$ 757,146	\$ 757,146	\$ 779,860	\$ 13,905,515
Camden School				2.9700	71.34%	\$ 27,560	\$ 27,560	\$ 27,560	\$ 27,560	\$ 27,560	\$ 27,560	\$ 27,560	\$ 27,560	\$ 27,560	\$ 3,024,918	\$ 3,024,918	\$ 3,115,665	\$ 9,716,690	
Osage Beach Road/Bridge				0.1100	2.64%	\$ 1,021	\$ 1,021	\$ 1,021	\$ 1,021	\$ 1,021	\$ 1,021	\$ 1,021	\$ 1,021	\$ 1,021	\$ 112,034	\$ 112,034	\$ 115,395	\$ 359,877	
Total				4.1633	100%	\$ 761,004	\$ 761,004	\$ 782,906	\$ 782,906	\$ 805,466	\$ 805,466	\$ 828,702	\$ 828,702	\$ 852,636	\$ 852,636	\$ 4,240,283	\$ 4,240,283	\$ 4,367,491	\$ 26,446,094
														Note: TIF District will expire prior to payment of real estate taxes					
Estimated Real Estate Taxes to Taxing District																			
WITHOUT TIF				2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	TOTALS		
Assessed Value				\$ 965,608	\$ 965,608	\$ 975,264	\$ 975,264	\$ 985,016	\$ 985,016	\$ 994,867	\$ 994,867	\$ 1,004,815	\$ 1,004,815	\$ 1,014,863	\$ 1,014,863	\$ 1,025,012	\$ 22,297,274		
Taxing Jurisdiction				Levy Amount	Levy as % of Total														
State of Missouri (not subject to capture by TIF)				0.0300	0.72%	\$ 290	\$ 290	\$ 293	\$ 293	\$ 296	\$ 296	\$ 298	\$ 298	\$ 301	\$ 301	\$ 304	\$ 304	\$ 308	\$ 6,689
Camden County				0.1100	2.64%	\$ 1,062	\$ 1,062	\$ 1,073	\$ 1,073	\$ 1,084	\$ 1,084	\$ 1,094	\$ 1,094	\$ 1,105	\$ 1,105	\$ 1,116	\$ 1,116	\$ 1,128	\$ 24,527
Senior Citizen Tax				0.0460	1.10%	\$ 444	\$ 444	\$ 449	\$ 449	\$ 453	\$ 453	\$ 458	\$ 458	\$ 462	\$ 462	\$ 467	\$ 467	\$ 472	\$ 10,257
Library Tax				0.0963	2.31%	\$ 930	\$ 930	\$ 939	\$ 939	\$ 949	\$ 949	\$ 958	\$ 958	\$ 968	\$ 968	\$ 977	\$ 977	\$ 987	\$ 21,472
SB40 CCDDR (not subject to capture by TIF)				0.0576	1.38%	\$ 556	\$ 556	\$ 562	\$ 562	\$ 567	\$ 567	\$ 573	\$ 573	\$ 579	\$ 579	\$ 585	\$ 585	\$ 590	\$ 12,843
Osage Beach Fire (showing not captured by TIF)				0.7434	17.86%	\$ 7,178	\$ 7,178	\$ 7,250	\$ 7,250	\$ 7,323	\$ 7,323	\$ 7,396	\$ 7,396	\$ 7,470	\$ 7,470	\$ 7,544	\$ 7,544	\$ 7,620	\$ 165,758
Camden School				2.9700	71.34%	\$ 28,679	\$ 28,679	\$ 28,965	\$ 28,965	\$ 29,255	\$ 29,255	\$ 29,548	\$ 29,548	\$ 29,843	\$ 29,843	\$ 30,141	\$ 30,141	\$ 30,443	\$ 662,229
Osage Beach Road/Bridge				0.1100	2.64%	\$ 1,062	\$ 1,062	\$ 1,073	\$ 1,073	\$ 1,084	\$ 1,084	\$ 1,094	\$ 1,094	\$ 1,105	\$ 1,105	\$ 1,116	\$ 1,116	\$ 1,128	\$ 24,527
Total				4.1633	100%	\$40,201	\$40,201	\$40,603	\$40,603	\$41,009	\$41,009	\$41,419	\$41,419	\$41,833	\$41,833	\$42,252	\$42,252	\$42,674	\$928,302
														Note: TIF District will expire prior to payment of real estate taxes					
Assumed Growth Rate Without TIF:				1.01															
Estimated Commercial Surcharge																			
WITH TIF				2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	TOTALS		
Assessed Value				\$ 87,855,906	\$ 87,855,906	\$ 90,491,584	\$ 90,491,584	\$ 93,206,331	\$ 93,206,331	\$ 96,002,521	\$ 96,002,521	\$ 98,882,597	\$ 98,882,597	\$ 101,849,075	\$ 101,849,075	\$ 104,904,547	\$ 1,870,529,263		
Tax Type				Levy Amount (2022)	Levy as % of Total														
Commercial Surcharge				0.0300	100.00%	\$ 26,357	\$ 26,357	\$ 27,147	\$ 27,147	\$ 27,962	\$ 27,962	\$ 28,801	\$ 28,801	\$ 29,665	\$ 29,665	\$ 30,555	\$ 30,555	\$ 31,471	\$ 561,159
Total				0.0300	100%	\$ 26,357	\$ 26,357	\$ 27,147	\$ 27,147	\$ 27,962	\$ 27,962	\$ 28,801	\$ 28,801	\$ 29,665	\$ 29,665	\$ 30,555	\$ 30,555	\$ 31,471	\$ 561,159
														Note: TIF District will expire prior to payment of real estate taxes					
Estimated Commercial Surcharge																			
WITHOUT TIF				2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	TOTALS		
Assessed Value				\$ 965,608	\$ 965,608	\$ 975,264	\$ 975,264	\$ 985,016	\$ 985,016	\$ 994,867	\$ 994,867	\$ 1,004,815	\$ 1,004,815	\$ 1,014,863	\$ 1,014,863	\$ 1,025,012	\$ 22,297,274		
Tax Type				Levy Amount	Levy as % of Total														
Commercial Surcharge (not currently collected as no commercial activity)				0.0300	100.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total				0.0300	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Estimated Utility Tax Distribution																										
WITH TIF			BASE (2023)		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033												
Utility Usage			\$	-	\$	-	\$	-	\$	600,000	\$	618,000	\$	636,540	\$	655,636	\$	675,305	\$	695,564	\$	716,431	\$	737,924		
Tax Type			Levy Amount (Commercial)		Levy as % of Total																					
Utility Tax			10.00%	100%	\$	-	\$	-	\$	-	\$	30,000	\$	30,900	\$	31,827	\$	32,782	\$	33,765	\$	34,778	\$	35,822	\$	36,896
Total			10.00%	100%	\$	-	\$	-	\$	-	\$	30,000	\$	30,900	\$	31,827	\$	32,782	\$	33,765	\$	34,778	\$	35,822	\$	36,896
Commercial Square Footage:			400,000																							
Assumed Growth Rate			1.03																							

Estimated Utility Tax Distribution																			
WITHOUT TIF				BASE (2023)		2024	2025		2026	2027		2028	2029		2030	2031		2032	2033
Utility Usage				\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0
				Levy Amount (Commercial)		Levy as % of Total													
Tax Type																			
Utility Tax				10.00%	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total				10.00%	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Estimated Retail Sales Tax Distribution																									
WITH TIF				BASE (2023)		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033										
Retail Sales (excluding hotel room sales)				\$	-	\$	15,750,000	\$	48,375,000	\$	69,000,000	\$	72,450,000	\$	74,261,250	\$	76,117,781	\$	78,020,726	\$	79,971,244	\$	81,970,525	\$	84,019,788
Tax Type		Levy Amount	Levy as % of Total																						
	State (not captured by TIF)	4.225%	41.32%	\$	-	\$	665,438	\$	2,043,844	\$	2,915,250	\$	3,061,013	\$	3,137,538	\$	3,215,976	\$	3,296,376	\$	3,378,785	\$	3,463,255	\$	3,549,836
	County - General	1.000%	9.78%	\$	-	\$	78,750	\$	241,875	\$	345,000	\$	362,250	\$	371,306	\$	380,589	\$	390,104	\$	399,856	\$	409,853	\$	420,099
	County - LEST	0.500%	4.89%	\$	-	\$	39,375	\$	120,938	\$	172,500	\$	181,125	\$	185,653	\$	190,294	\$	195,052	\$	199,928	\$	204,926	\$	210,049
	City - General	1.000%	9.78%	\$	-	\$	78,750	\$	241,875	\$	345,000	\$	362,250	\$	371,306	\$	380,589	\$	390,104	\$	399,856	\$	409,853	\$	420,099
	City - Capital Projects	0.500%	4.89%	\$	-	\$	39,375	\$	120,938	\$	172,500	\$	181,125	\$	185,653	\$	190,294	\$	195,052	\$	199,928	\$	204,926	\$	210,049
	Osage Beach Fire Protection District	0.500%	4.89%	\$	-	\$	39,375	\$	120,938	\$	172,500	\$	181,125	\$	185,653	\$	190,294	\$	195,052	\$	199,928	\$	204,926	\$	210,049
	City - Transportation	0.500%	4.89%	\$	-	\$	39,375	\$	120,938	\$	172,500	\$	181,125	\$	185,653	\$	190,294	\$	195,052	\$	199,928	\$	204,926	\$	210,049
	CID - Lakeport Village	1.000%	9.78%	\$	-	\$	78,750	\$	241,875	\$	345,000	\$	362,250	\$	371,306	\$	380,589	\$	390,104	\$	399,856	\$	409,853	\$	420,099
	TDD - Lakeport Village	1.000%	9.78%	\$	-	\$	78,750	\$	241,875	\$	345,000	\$	362,250	\$	371,306	\$	380,589	\$	390,104	\$	399,856	\$	409,853	\$	420,099
Total		10.225%	100%	\$	-	\$	1,137,938	\$	3,495,094	\$	4,985,250	\$	5,234,513	\$	5,365,375	\$	5,499,510	\$	5,636,997	\$	5,777,922	\$	5,922,370	\$	6,070,430
Growth Rate during stabilization: 5%				1.05																					
Growth Rate after Stabilization: 3%				1.03																					

Estimated Retail Sales Tax Distribution														
WITHOUT TIF			BASE (2023)		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Retail Sales			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Tax Type		Levy Amount	Levy as % of Total											
	State (not captured by TIF)	4.225%	41.320%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	County - General	1.000%	9.780%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	County - LEST	0.500%	4.890%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	City - General	1.000%	9.780%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	City - Capital Projects	0.500%	4.890%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Osage Beach Fire Protection District	0.500%	4.890%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	City - Transportation	0.500%	4.890%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	CID - Lakeport Village	1.000%	9.780%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	TDD - Lakeport Village	1.000%	9.780%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total		10.225%	100%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Estimated Utility Tax Distribution																				
WITH TIF					2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	TOTALS		
Utility Usage					\$ 760,062	\$ 782,864	\$ 806,350	\$ 830,540	\$ 855,457	\$ 881,120	\$ 907,554	\$ 934,780	\$ 962,824	\$ 991,709	\$ 1,021,460	\$ 1,052,104	\$ 1,083,667	\$ 17,205,891		
Tax Type					Levy Amount (Commercial)	Levy as % of Total														
Utility Tax					10.00%	100%	\$ 38,003	\$ 39,143	\$ 40,317	\$ 41,527	\$ 42,773	\$ 44,056	\$ 45,378	\$ 46,739	\$ 48,141	\$ 49,585	\$ 102,146	\$ 105,210	\$ 108,367	\$ 1,018,156
Total					10.00%	100%	\$ 38,003	\$ 39,143	\$ 40,317	\$ 41,527	\$ 42,773	\$ 44,056	\$ 45,378	\$ 46,739	\$ 48,141	\$ 49,585	\$ 102,146	\$ 105,210	\$ 108,367	\$ 1,018,156
Commercial Square Footage:					400,000															
Assumed Growth Rate					1.03															
Estimated Utility Tax Distribution																				
WITHOUT TIF					2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	TOTALS		
Utility Usage					\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Tax Type					Levy Amount (Commercial)	Levy as % of Total														
Utility Tax					10.00%	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total					10.00%	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Estimated Retail Sales Tax Distribution																				
WITH TIF					2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	TOTALS		
Retail Sales (excluding hotel room sales)					\$ 86,120,283	\$ 88,273,290	\$ 90,480,122	\$ 92,742,125	\$ 95,060,678	\$ 97,437,195	\$ 99,873,125	\$ 102,369,953	\$ 104,929,202	\$ 107,552,432	\$ 110,241,243	\$ 112,997,274	\$ 77,214,804	\$ 1,945,228,042		
Tax Type					Levy Amount	Levy as % of Total														
State (not captured by TIF)					4.225%	41.32%	\$ 3,638,582	\$ 3,729,546	\$ 3,822,785	\$ 3,918,355	\$ 4,016,314	\$ 4,116,722	\$ 4,219,640	\$ 4,325,131	\$ 4,433,259	\$ 4,544,090	\$ 4,657,693	\$ 4,774,135	\$ 3,262,325	\$ 82,185,885
County - General					1.000%	9.78%	\$ 430,601	\$ 441,366	\$ 452,401	\$ 463,711	\$ 475,303	\$ 487,186	\$ 499,366	\$ 511,850	\$ 524,646	\$ 537,762	\$ 1,102,412	\$ 1,129,973	\$ 772,148	\$ 11,228,407
County - LEST					0.500%	4.89%	\$ 215,301	\$ 220,683	\$ 226,200	\$ 231,855	\$ 237,652	\$ 243,593	\$ 249,683	\$ 255,925	\$ 262,323	\$ 268,881	\$ 551,206	\$ 564,986	\$ 386,074	\$ 5,614,203
City - General					1.000%	9.78%	\$ 430,601	\$ 441,366	\$ 452,401	\$ 463,711	\$ 475,303	\$ 487,186	\$ 499,366	\$ 511,850	\$ 524,646	\$ 537,762	\$ 1,102,412	\$ 1,129,973	\$ 772,148	\$ 11,228,407
City - Capital Projects					0.500%	4.89%	\$ 215,301	\$ 220,683	\$ 226,200	\$ 231,855	\$ 237,652	\$ 243,593	\$ 249,683	\$ 255,925	\$ 262,323	\$ 268,881	\$ 551,206	\$ 564,986	\$ 386,074	\$ 5,614,203
Osage Beach Fire Protection District					0.500%	4.89%	\$ 215,301	\$ 220,683	\$ 226,200	\$ 231,855	\$ 237,652	\$ 243,593	\$ 249,683	\$ 255,925	\$ 262,323	\$ 268,881	\$ 551,206	\$ 564,986	\$ 386,074	\$ 5,614,203
City - Transportation					0.500%	4.89%	\$ 215,301	\$ 220,683	\$ 226,200	\$ 231,855	\$ 237,652	\$ 243,593	\$ 249,683	\$ 255,925	\$ 262,323	\$ 268,881	\$ 551,206	\$ 564,986	\$ 386,074	\$ 5,614,203
CID - Lakeport Village					1.000%	9.78%	\$ 430,601	\$ 441,366	\$ 452,401	\$ 463,711	\$ 475,303	\$ 487,186	\$ 499,366	\$ 511,850	\$ 524,646	\$ 537,762	\$ 1,102,412	\$ 1,129,973	\$ 772,148	\$ 11,228,407
TDD - Lakeport Village					1.000%	9.78%	\$ 430,601	\$ 441,366	\$ 452,401	\$ 463,711	\$ 475,303	\$ 487,186	\$ 499,366	\$ 511,850	\$ 524,646	\$ 537,762	\$ 1,102,412	\$ 1,129,973	\$ 772,148	\$ 11,228,407
Total					10.225%	100%	\$ 6,222,190	\$ 6,377,745	\$ 6,537,189	\$ 6,700,619	\$ 6,868,134	\$ 7,039,837	\$ 7,215,833	\$ 7,396,229	\$ 7,581,135	\$ 7,770,663	\$ 11,272,167	\$ 11,553,971	\$ 7,895,214	\$ 149,556,326
Growth Rate during stabilization: 5%					1.05															
Growth Rate after Stabilization: 3%					1.03															
Estimated Retail Sales Tax Distribution																				
WITHOUT TIF					2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	TOTALS		
Retail Sales					\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Tax Type					Levy Amount	Levy as % of Total														
State (not captured by TIF)					4.225%	41.320%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
County - General					1.000%	9.780%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
County - LEST					0.500%	4.890%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
City - General					1.000%	9.780%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
City - Capital Projects					0.500%	4.890%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Osage Beach Fire Protection District					0.500%	4.890%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
City - Transportation					0.500%	4.890%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
CID - Lakeport Village					1.000%	9.780%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TDD - Lakeport Village					1.000%	9.780%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total					10.225%	100%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Estimated Hotel Sales Tax Distribution														
WITH TIF				BASE (2023)	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Hotel Room Sales (not captured by TIF)				\$ -	\$ -	\$ -	\$23,000,000	24,150,000	24,874,500	25,620,735	26,389,357	27,181,038	27,996,469	28,836,363
Tax Type		Levy Amount	Levy as % of Total											
	State	4.225%	31.95%	\$0	\$0	\$0	\$ 971,750	\$ 1,020,338	\$ 1,050,948	\$ 1,082,476	\$ 1,114,950	\$ 1,148,399	\$ 1,182,851	\$ 1,218,336
	County - General	1.000%	7.56%	\$0	\$0	\$0	\$ 230,000	\$ 241,500	\$ 248,745	\$ 256,207	\$ 263,894	\$ 271,810	\$ 279,965	\$ 288,364
	County - LEST	0.500%	3.78%	\$0	\$0	\$0	\$ 115,000	\$ 120,750	\$ 124,373	\$ 128,104	\$ 131,947	\$ 135,905	\$ 139,982	\$ 144,182
	City - General	1.000%	7.56%	\$0	\$0	\$0	\$ 230,000	\$ 241,500	\$ 248,745	\$ 256,207	\$ 263,894	\$ 271,810	\$ 279,965	\$ 288,364
	City - Capital Projects	0.500%	3.78%	\$0	\$0	\$0	\$ 115,000	\$ 120,750	\$ 124,373	\$ 128,104	\$ 131,947	\$ 135,905	\$ 139,982	\$ 144,182
	City - Transportation	0.500%	3.78%	\$0	\$0	\$0	\$ 115,000	\$ 120,750	\$ 124,373	\$ 128,104	\$ 131,947	\$ 135,905	\$ 139,982	\$ 144,182
	Osage Beach Fire Protection District	0.500%	3.78%	\$0	\$0	\$0	\$ 115,000	\$ 120,750	\$ 124,373	\$ 128,104	\$ 131,947	\$ 135,905	\$ 139,982	\$ 144,182
	County Portion of Hotel Tax	2.000%	15.12%	\$0	\$0	\$0	\$ 460,000	\$ 483,000	\$ 497,490	\$ 512,415	\$ 527,787	\$ 543,621	\$ 559,929	\$ 576,727
	City Portion of Hotel Tax	1.000%	7.56%	\$0	\$0	\$0	\$ 230,000	\$ 241,500	\$ 248,745	\$ 256,207	\$ 263,894	\$ 271,810	\$ 279,965	\$ 288,364
	CID - Lakeport Village	1.000%	7.56%	\$0	\$0	\$0	\$ 230,000	\$ 241,500	\$ 248,745	\$ 256,207	\$ 263,894	\$ 271,810	\$ 279,965	\$ 288,364
	TDD - Lakeport Village	1.000%	7.56%	\$0	\$0	\$0	\$ 230,000	\$ 241,500	\$ 248,745	\$ 256,207	\$ 263,894	\$ 271,810	\$ 279,965	\$ 288,364
Total		13.225%	100%	\$0	\$0	\$0	\$3,041,750	\$3,193,838	\$3,289,653	\$3,388,342	\$3,489,992	\$3,594,692	\$3,702,533	\$3,813,609
Growth Rate during stabilization: 5%		1.05												
Growth Rate after Stabilization: 3%		1.03												
Estimated Hotel Sales Tax Distribution														
WITHOUT TIF				BASE (2023)	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Hotel Room Sales				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Tax Type		Levy Amount	Levy as % of Total											
	State	4.225%	31.95%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	County - General	1.000%	7.56%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	County - LEST	0.500%	3.78%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	City - General	1.000%	7.56%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	City - Capital Projects	0.500%	3.78%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	City - Transportation	0.500%	3.78%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Osage Beach Fire Protection District	0.500%	3.78%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	County Portion of Hotel Tax	2.000%	15.12%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	City Portion of Hotel Tax	1.000%	7.56%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	CID - Lakeport Village	1.000%	7.56%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	TDD - Lakeport Village	1.000%	7.56%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total		13.225%	100%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Estimated Hotel Sales Tax Distribution																		TOTALS
WITH TIF				2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046		
Hotel Room Sales (not captured by TIF)				29,701,454	30,592,497	31,510,272	32,455,581	33,429,248	34,432,125	35,465,089	36,529,042	37,624,913	38,753,661	39,916,270	41,113,758	42,347,171	\$	
Tax Type		Levy Amount	Levy as % of Total															
	State	4.225%	31.95%	\$ 1,254,886	\$ 1,292,533	\$ 1,331,309	\$ 1,371,248	\$ 1,412,386	\$ 1,454,757	\$ 1,498,400	\$ 1,543,352	\$ 1,589,653	\$ 1,637,342	\$ 1,686,462	\$ 1,737,056	\$ 1,789,168	\$28,388,601	
	County - General	1.000%	7.56%	\$ 297,015	\$ 305,925	\$ 315,103	\$ 324,556	\$ 334,292	\$ 344,321	\$ 354,651	\$ 365,290	\$ 376,249	\$ 387,537	\$ 399,163	\$ 411,138	\$ 423,472	\$6,719,195	
	County - LEST	0.500%	3.78%	\$ 148,507	\$ 152,962	\$ 157,551	\$ 162,278	\$ 167,146	\$ 172,161	\$ 177,325	\$ 182,645	\$ 188,125	\$ 193,768	\$ 199,581	\$ 205,569	\$ 211,736	\$3,359,598	
	City - General	1.000%	7.56%	\$ 297,015	\$ 305,925	\$ 315,103	\$ 324,556	\$ 334,292	\$ 344,321	\$ 354,651	\$ 365,290	\$ 376,249	\$ 387,537	\$ 399,163	\$ 411,138	\$ 423,472	\$6,719,195	
	City - Capital Projects	0.500%	3.78%	\$ 148,507	\$ 152,962	\$ 157,551	\$ 162,278	\$ 167,146	\$ 172,161	\$ 177,325	\$ 182,645	\$ 188,125	\$ 193,768	\$ 199,581	\$ 205,569	\$ 211,736	\$3,359,598	
	City - Transportation	0.500%	3.78%	\$ 148,507	\$ 152,962	\$ 157,551	\$ 162,278	\$ 167,146	\$ 172,161	\$ 177,325	\$ 182,645	\$ 188,125	\$ 193,768	\$ 199,581	\$ 205,569	\$ 211,736	\$3,359,598	
	Osage Beach Fire Protection District	0.500%	3.78%	\$ 148,507	\$ 152,962	\$ 157,551	\$ 162,278	\$ 167,146	\$ 172,161	\$ 177,325	\$ 182,645	\$ 188,125	\$ 193,768	\$ 199,581	\$ 205,569	\$ 211,736	\$3,359,598	
	County Portion of Hotel Tax	2.000%	15.12%	\$ 594,029	\$ 611,850	\$ 630,205	\$ 649,112	\$ 668,585	\$ 688,643	\$ 709,302	\$ 730,581	\$ 752,498	\$ 775,073	\$ 798,325	\$ 822,275	\$ 846,943	\$13,438,391	
	City Portion of Hotel Tax	1.000%	7.56%	\$ 297,015	\$ 305,925	\$ 315,103	\$ 324,556	\$ 334,292	\$ 344,321	\$ 354,651	\$ 365,290	\$ 376,249	\$ 387,537	\$ 399,163	\$ 411,138	\$ 423,472	\$6,719,195	
	CID - Lakeport Village	1.000%	7.56%	\$ 297,015	\$ 305,925	\$ 315,103	\$ 324,556	\$ 334,292	\$ 344,321	\$ 354,651	\$ 365,290	\$ 376,249	\$ 387,537	\$ 399,163	\$ 411,138	\$ 423,472	\$6,719,195	
	TDD - Lakeport Village	1.000%	7.56%	\$ 297,015	\$ 305,925	\$ 315,103	\$ 324,556	\$ 334,292	\$ 344,321	\$ 354,651	\$ 365,290	\$ 376,249	\$ 387,537	\$ 399,163	\$ 411,138	\$ 423,472	\$6,719,195	
Total		13.225%	100%	\$3,928,017	\$4,045,858	\$4,167,234	\$4,292,251	\$4,421,018	\$4,553,649	\$4,690,258	\$4,830,966	\$4,975,895	\$5,125,172	\$ 5,278,927	\$ 5,437,295	\$ 5,600,413	\$88,861,360	
Growth Rate during stabilization: 5%		1.05																
Growth Rate after Stabilization: 3%		1.03																
Estimated Hotel Sales Tax Distribution																		TOTALS
WITHOUT TIF				2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046		
Hotel Room Sales				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Tax Type		Levy Amount	Levy as % of Total															
	State	4.225%	31.95%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0	
	County - General	1.000%	7.56%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0	
	County - LEST	0.500%	3.78%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0	
	City - General	1.000%	7.56%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0	
	City - Capital Projects	0.500%	3.78%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0	
	City - Transportation	0.500%	3.78%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0	
	Osage Beach Fire Protection District	0.500%	3.78%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0	
	County Portion of Hotel Tax	2.000%	15.12%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0	
	City Portion of Hotel Tax	1.000%	7.56%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0	
	CID - Lakeport Village	1.000%	7.56%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$1	
	TDD - Lakeport Village	1.000%	7.56%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$2	
Total		13.225%	100%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

Estimated Commercial Personal Property Taxes to Taxing Districts																													
WITH TIF				BASE (2023)		2024		2025		2026		2027		2028		2029		2030		2031		2032		2033					
Assessed Value				\$0		\$0		\$12,632,070		\$19,964,670		\$20,164,317		\$20,365,960		\$20,569,619		\$20,775,316		\$20,983,069		\$21,192,900		\$21,404,829					
Taxing Jurisdiction				Levy Amount		Levy as % of Total																							
State of Missouri				0.0300		0.72%		\$ -		\$ -		\$ 3,790		\$ 5,989		\$ 6,049		\$ 6,110		\$ 6,171		\$ 6,233		\$ 6,295		\$ 6,358		\$ 6,421	
Camden County				0.1100		2.64%		\$ -		\$ -		\$ 13,895		\$ 21,961		\$ 22,181		\$ 22,403		\$ 22,627		\$ 22,853		\$ 23,081		\$ 23,312		\$ 23,545	
Senior Citizen Tax				0.0460		1.10%		\$ -		\$ -		\$ 5,811		\$ 9,184		\$ 9,276		\$ 9,368		\$ 9,462		\$ 9,557		\$ 9,652		\$ 9,749		\$ 9,846	
Library Tax				0.0963		2.31%		\$ -		\$ -		\$ 12,165		\$ 19,226		\$ 19,418		\$ 19,612		\$ 19,809		\$ 20,007		\$ 20,207		\$ 20,409		\$ 20,613	
SB40 CCDDR				0.0576		1.38%		\$ -		\$ -		\$ 7,276		\$ 11,500		\$ 11,615		\$ 11,731		\$ 11,848		\$ 11,967		\$ 12,086		\$ 12,207		\$ 12,329	
Osage Beach Fire				0.7434		17.86%		\$ -		\$ -		\$ 93,907		\$ 148,417		\$ 149,902		\$ 151,401		\$ 152,915		\$ 154,444		\$ 155,988		\$ 157,548		\$ 159,123	
Camden School				2.9700		71.34%		\$ -		\$ -		\$ 375,172		\$ 592,951		\$ 598,880		\$ 604,869		\$ 610,918		\$ 617,027		\$ 623,197		\$ 629,429		\$ 635,723	
Osage Beach Road/Bridge				0.1100		2.64%		\$ -		\$ -		\$ 13,895		\$ 21,961		\$ 22,181		\$ 22,403		\$ 22,627		\$ 22,853		\$ 23,081		\$ 23,312		\$ 23,545	
Total				4.1633		100%		\$ -		\$ -		\$ 525,911		\$ 831,189		\$ 839,501		\$ 847,896		\$ 856,375		\$ 864,939		\$ 873,588		\$ 882,324		\$ 891,147	

Assumed personal property expenditure annual increase: 1.01

Estimated Commercial Personal Property Taxes to Taxing District													
WITHOUT TIF			BASE (2023)	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Assessed Value			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Taxing Jurisdiction			Levy Amount	Levy as % of Total									
	State of Missouri	0.0300	0.72%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Camden County	0.1100	2.64%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Senior Citizen Tax	0.0460	1.10%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Library Tax	0.0963	2.31%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	SB40 CCDDR	0.0576	1.38%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Osage Beach Fire	0.7434	17.86%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Camden School	2.9700	71.34%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Osage Beach Road/Bridge	0.1100	2.64%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total		4.1633	100%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Estimated CID Special Assessments to Lakeport Community Improvement District													
WITH TIF			BASE (2023)	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Hotel Room Nights			94,900	94,900	94,900	94,900	94,900	94,900	94,900	94,900	94,900	94,900	94,900
Taxing Jurisdiction			Levy Amount	Assessment as % of Total									
	CID - Lakeport Village	\$5	100%	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500
Total:		\$5	100%	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500

400 Total Rooms
65% Average Occupancy
365 Total Days
\$5 Occupancy Fee

Estimated CID Special Assessments to Lakeport Community Improvement District													
WITHOUT TIF			BASE (2023)	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Hotel Room Nights			0	0	0	0	0	0	0	0	0	0	0
Taxing Jurisdiction			Levy Amount	Assessment as % of Total									
	CID Lakeport Village	\$5	100%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total:		\$5	100%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Estimated Commercial Personal Property Taxes to Taxing Districts																	
WITH TIF				2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	TOTALS
Assessed Value				\$21,618,877	\$21,835,066	\$22,053,416	\$22,273,950	\$22,496,690	\$22,721,657	\$22,948,873	\$23,178,362	\$23,410,146	\$23,644,247	\$23,880,690	\$24,119,497	\$24,360,691	\$476,594,910
Taxing Jurisdiction		Levy Amount	Levy as % of Total														
				\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
State of Missouri		0.0300	0.72%	\$ 6,486	\$ 6,551	\$ 6,616	\$ 6,682	\$ 6,749	\$ 6,816	\$ 6,885	\$ 6,954	\$ 7,023	\$ 7,093	\$ 7,164	\$ 7,236	\$ 7,308	\$ 142,978
Camden County		0.1100	2.64%	\$ 23,781	\$ 24,019	\$ 24,259	\$ 24,501	\$ 24,746	\$ 24,994	\$ 25,244	\$ 25,496	\$ 25,751	\$ 26,009	\$ 26,269	\$ 26,531	\$ 26,797	\$ 524,254
Senior Citizen Tax		0.0460	1.10%	\$ 9,945	\$ 10,044	\$ 10,145	\$ 10,246	\$ 10,348	\$ 10,452	\$ 10,556	\$ 10,662	\$ 10,769	\$ 10,876	\$ 10,985	\$ 11,095	\$ 11,206	\$ 219,234
Library Tax		0.0963	2.31%	\$ 20,819	\$ 21,027	\$ 21,237	\$ 21,450	\$ 21,664	\$ 21,881	\$ 22,100	\$ 22,321	\$ 22,544	\$ 22,769	\$ 22,997	\$ 23,227	\$ 23,459	\$ 458,961
SB40 CCDDR		0.0576	1.38%	\$ 12,452	\$ 12,577	\$ 12,703	\$ 12,830	\$ 12,958	\$ 13,088	\$ 13,219	\$ 13,351	\$ 13,484	\$ 13,619	\$ 13,755	\$ 13,893	\$ 14,032	\$ 274,519
Osage Beach Fire		0.7434	17.86%	\$ 160,715	\$ 162,322	\$ 163,945	\$ 165,585	\$ 167,240	\$ 168,913	\$ 170,602	\$ 172,308	\$ 174,031	\$ 175,771	\$ 177,529	\$ 179,304	\$ 181,097	\$ 3,543,007
Camden School		2.9700	71.34%	\$ 642,081	\$ 648,501	\$ 654,986	\$ 661,536	\$ 668,152	\$ 674,833	\$ 681,582	\$ 688,397	\$ 695,281	\$ 702,234	\$ 709,256	\$ 716,349	\$ 723,513	\$ 14,154,869
Osage Beach Road/Bridge		0.1100	2.64%	\$ 23,781	\$ 24,019	\$ 24,259	\$ 24,501	\$ 24,746	\$ 24,994	\$ 25,244	\$ 25,496	\$ 25,751	\$ 26,009	\$ 26,269	\$ 26,531	\$ 26,797	\$ 524,254
Total		4.1633	100%	\$ 900,059	\$ 909,059	\$ 918,150	\$ 927,331	\$ 936,605	\$ 945,971	\$ 955,430	\$ 964,985	\$ 974,635	\$ 984,381	\$ 994,225	\$ 1,004,167	\$ 1,014,209	\$ 19,842,076
Assumed personal property expenditure annual increase: 1.01																	
Estimated Commercial Personal Property Taxes to Taxing District																	
WITHOUT TIF				2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	TOTALS
Assessed Value				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Taxing Jurisdiction		Levy Amount	Levy as % of Total														
				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State of Missouri		0.0300	0.72%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Camden County		0.1100	2.64%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Senior Citizen Tax		0.0460	1.10%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Library Tax		0.0963	2.31%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SB40 CCDDR		0.0576	1.38%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Osage Beach Fire		0.7434	17.86%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Camden School		2.9700	71.34%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Osage Beach Road/Bridge		0.1100	2.64%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total		4.1633	100%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Estimated CID Special Assessments to Lakeport Community Improvement District																	
WITH TIF				2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	TOTALS
Hotel Room Nights				94,900	94,900	94,900	94,900	94,900	94,900	94,900	94,900	94,900	94,900	94,900	94,900	94,900	102,200
Taxing Jurisdiction		Levy Amount	Assessment as % of Total														
CID - Lakeport Village		\$5	100%	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$11,388,000
Total:		\$5	100%	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$474,500	\$11,388,000
400 Total Rooms 65% Average Occupancy 365 Total Days \$5 Occupancy Fee																	
Estimated CID Special Assessments to Lakeport Community Improvement District																	
WITHOUT TIF				2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	TOTALS
Hotel Room Nights				0	0	0	0	0	0	0	0	0	0	0	0	0	0
Taxing Jurisdiction		Levy Amount	Assessment as % of Total														
CID Lakeport Village		\$5	100%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total:		\$5	100%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Sources and Uses

Lakeport Village Sources & Uses	
Uses	
Entertainment & Restaurants	\$ 99,950,000
Parking	\$ 35,000,000
Outdoor Attractions and Related Uses	\$ 42,000,000
Hotel	\$ 180,000,000
Total	\$ 356,950,000
Sources	
Investor Equity	\$ 90,192,031
Super TIF/TIF/CID/TDD Financing	\$ 78,458,717
Construction Loan	\$ 172,131,032
Additional Financing	\$ 16,168,220
Total	\$ 356,950,000

Construction Schedule

Use	Estimated Outside Construction Start Date	Estimated Outside Date for Construction Completion
Entertainment and Restaurants	June 1, 2023	August 1, 2024
Parking Structure	June 1, 2023	August 1, 2024
Outdoor Attractions and Related Uses	January 1, 2024	January 1, 2027
Hotel	January 1, 2024	January 1, 2027

Note: These dates are merely estimates and are subject to change based on the timing of approvals, market conditions, tenant preferences, and other economic factors.

Operating Pro Forma And Return Analysis

OPERATING PRO FORMA AND RETURN ANALYSIS												
	2024	2025	2026	STABILIZED 2027	2028	2029	2030	2031	2032	2033		
INCOME (w/ vacancy)												
Amusement / Arcade	\$ 14,000,000	\$ 21,000,000	\$ 28,000,000	\$ 31,500,000	\$ 32,445,000	\$ 33,418,350	\$ 34,420,901	\$ 35,453,528	\$ 36,517,133	\$ 37,612,647		
Parking	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Waterpark / Biergarten	\$ -	\$ -	\$ 8,000,000	\$ 15,000,000	\$ 15,450,000	\$ 15,913,500	\$ 16,390,905	\$ 16,882,632	\$ 17,389,111	\$ 17,910,784		
Hotel / Conference / F & B	\$ -	\$ -	\$ 15,000,000	\$ 40,000,000	\$ 41,200,000	\$ 42,436,000	\$ 43,709,080	\$ 45,020,352	\$ 46,370,963	\$ 47,762,092		
TOTAL INCOME	\$ 14,000,000	\$ 21,000,000	\$ 51,000,000	\$ 86,500,000	\$ 89,095,000	\$ 91,767,850	\$ 94,520,886	\$ 97,356,512	\$ 100,277,207	\$ 103,285,524		
OPERATING EXPENSES												
OpEx	\$ 9,900,000	\$ 14,750,000	\$ 27,750,000	\$ 48,000,000	\$ 49,440,000	\$ 50,923,200	\$ 52,450,896	\$ 54,024,423	\$ 55,645,156	\$ 57,314,510		
Real Estate Taxes	\$ 31,919	\$ 1,786,126	\$ 2,551,609	\$ 2,679,189	\$ 2,679,189	\$ 2,759,565	\$ 2,759,565	\$ 2,842,352	\$ 2,842,352	\$ 2,927,622		
Insurance	\$ 1,000,000	\$ 1,000,000	\$ 3,500,000	\$ 5,000,000	\$ 5,150,000	\$ 5,304,500	\$ 5,463,635	\$ 5,627,544	\$ 5,796,370	\$ 5,970,261		
Reserves / Other	\$ 1,000,000	\$ 1,000,000	\$ 5,000,000	\$ 8,500,000	\$ 9,000,000	\$ 9,500,000	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000		
TOTAL EXPENSES	\$ 11,931,919	\$ 18,536,126	\$ 38,801,609	\$ 64,179,189	\$ 66,269,189	\$ 68,487,265	\$ 70,674,096	\$ 72,494,319	\$ 74,283,878	\$ 76,212,394		
NET OPERATING INCOME	\$ 2,068,081	\$ 2,463,874	\$ 12,198,391	\$ 22,320,811	\$ 22,825,811	\$ 23,280,585	\$ 23,846,790	\$ 24,862,193	\$ 25,993,330	\$ 27,073,130		
C of O: TOTAL DEVELOPMENT COSTS w/o incentives	\$ 134,950,000	\$ 134,950,000	\$ 356,950,000	\$ 356,950,000	\$ 356,950,000	\$ 356,950,000	\$ 356,950,000	\$ 356,950,000	\$ 356,950,000	\$ 356,950,000		
YIELD ON COST WITHOUT INCENTIVES	1.53%	1.83%	3.42%	6.25%	6.39%	6.52%	6.68%	6.97%	7.28%	7.58%		
C of O: TOTAL DEVELOPMENT COSTS with incentive				\$ 278,491,283	\$ 278,491,283	\$ 278,491,283	\$ 278,491,283	\$ 278,491,283	\$ 278,491,283	\$ 278,491,283		
YIELD ON COST WITH INCENTIVES	N/A	N/A	N/A	8.01%	8.20%	8.36%	8.56%	8.93%	9.33%	9.72%		

SUPERTIF PROJECTIONS

Year	Total Sales	Total State Sales Tax (3%)	Net New Sales Taxes (Assumed 75% of Total Sales Tax Generated)	SuperTIF Revenue (50% of Net New Revenues)	Super TIF Revenue wth 1.25 Coverage Ratio
Base	\$ -	\$ -	\$ -	\$ -	\$ -
2023	\$ -	\$ -	\$ -	\$ -	\$ -
2024	\$ 15,750,000.00	\$ 472,500.00	\$ 354,375	\$ 177,188	\$ 141,750
2025	\$ 48,375,000.00	\$ 1,451,250.00	\$ 1,088,438	\$ 544,219	\$ 435,375
2026	\$ 92,000,000.00	\$ 2,760,000.00	\$ 2,070,000	\$ 1,035,000	\$ 828,000
2027	\$ 96,600,000.00	\$ 2,898,000.00	\$ 2,173,500	\$ 1,086,750	\$ 869,400
2028	\$ 99,015,000.00	\$ 2,970,450.00	\$ 2,227,838	\$ 1,113,919	\$ 891,135
2029	\$ 101,490,375.00	\$ 3,044,711.25	\$ 2,283,533	\$ 1,141,767	\$ 913,413
2030	\$ 104,027,634.38	\$ 3,120,829.03	\$ 2,340,622	\$ 1,170,311	\$ 936,249
2031	\$ 106,628,325.23	\$ 3,198,849.76	\$ 2,399,137	\$ 1,199,569	\$ 959,655
2032	\$ 109,294,033.37	\$ 3,278,821.00	\$ 2,459,116	\$ 1,229,558	\$ 983,646
2033	\$ 112,026,384.20	\$ 3,360,791.53	\$ 2,520,594	\$ 1,260,297	\$ 1,008,237
2034	\$ 114,827,043.80	\$ 3,444,811.31	\$ 2,583,608	\$ 1,291,804	\$ 1,033,443
2035	\$ 117,697,719.90	\$ 3,530,931.60	\$ 2,648,199	\$ 1,324,099	\$ 1,059,279
2036	\$ 120,640,162.90	\$ 3,619,204.89	\$ 2,714,404	\$ 1,357,202	\$ 1,085,761
2037	\$ 123,656,166.97	\$ 3,709,685.01	\$ 2,782,264	\$ 1,391,132	\$ 1,112,906
2038	\$ 126,747,571.14	\$ 3,802,427.13	\$ 2,851,820	\$ 1,425,910	\$ 1,140,728
2039	\$ 129,916,260.42	\$ 3,897,487.81	\$ 2,923,116	\$ 1,461,558	\$ 1,169,246
2040	\$ 133,164,166.93	\$ 3,994,925.01	\$ 2,996,194	\$ 1,498,097	\$ 1,198,478
2041	\$ 136,493,271.11	\$ 4,094,798.13	\$ 3,071,099	\$ 1,535,549	\$ 1,228,439
2042	\$ 139,905,602.88	\$ 4,197,168.09	\$ 3,147,876	\$ 1,573,938	\$ 1,259,150
2043	\$ 143,403,242.96	\$ 4,302,097.29	\$ 3,226,573	\$ 1,613,286	\$ 1,290,629
2044	\$ 146,988,324.03	\$ 4,409,649.72	\$ 3,307,237	\$ 1,653,619	\$ 1,322,895
2045	\$ 150,663,032.13	\$ 4,519,890.96	\$ 3,389,918	\$ 1,694,959	\$ 1,355,967
2046	\$ 102,953,071.96	\$ 3,088,592.16	\$ 2,316,444	\$ 1,158,222	\$ 926,578
Total:				\$ 28,937,952	\$ 23,150,362
NPV @ 7%:				\$ 13,620,591	\$ 10,896,473

Note: Assumed Department of Economic Development determines only 75% of Sales Tax Generated within Project Area are "Net New" and eligible for Project

Assumptions

Lakeport - Assumptions	
\$957,870	2022 Assessed Value of Property
4.193300%	2022 real estate tax rate
0.0300%	State of Missouri
0.0300%	Commercial
0.0576%	SB-40
0.7434%	Fire District
3.332300%	TIF-eligible real estate tax rate
	Assumes tax rate for future years will be equal to 2022 rate
\$ 957,870	Assumes 2023 assessed value will be equal to 2022 value
	Assumes 2024 Assessed Value will be equal to 2023
\$ 957,870	value as non-assessment year and mostly site infrastructure work in 2024
\$ 53,600,400	2025 Assessed Value calculated based upon cost approach assuming:
\$ 53,600,400.00	Commercial Assessed Value
	0.32 Commercial Assessment Rate
	Multiplied by
\$ 167,501,250	FMV as of 1/1/2025, based upon
\$ 319,050,000	Total Land plus costs (not inclusive of rides and other personal property)
	multiplied by
	75% Discount to reflect subsidy
	multiplied by
	70% Assumed percentage completion as of 1/1/25
\$ 76,572,000	2026 Assessed Value calculated based upon cost approach assuming 100% Hotel Completion in 2025 and Reassessment prior to 1/1/26:
\$ 76,572,000.00	Commercial Assessed Value
	0.32 Commercial Assessment Rate
	Multiplied by
\$ 239,287,500	FMV as of 1/1/2026, based upon
\$ 319,050,000	Total Land plus costs
	multiplied by
	75% Discount to reflect subsidy
	multiplied by
	100% Assumed percentage completion as of 1/1/26
\$ 80,400,600	2027 Assesed Value calculating based upon 2026 Assesed Value and Growth Rate
	5% Growth Rate Prior to Stabilization (2027)
	3% Assumed average biannual growth rate of assessed values following 2027
	5% Retail Sales Growth Rate Prior To Stabilization (2027)
	3% Assumed average annual growth rate of Retail Sales (after 2027)
	4.000% Assumed TIF-eligible sales tax rate
	1% Proposed CID Sales Tax Rate
	1% Proposed TDD Sales Tax Rate
	3% Assumed State Tax Rate (General Revenue Portion)
	75% Assumed Net New Sales Tax
\$ 15,750,000	Total 2024 Revenues (Sales Tax eligible)
\$ 48,375,000	Total 2025 Revenues (Sales Tax eligible; Exclusive of hotel room sales - not captured by TIF)
\$ 50,291,667	Total 2025 Revenues (Sales Tax Eligible; Inclusive of hotel room sales - for CID/TDD/SuperTIF)
\$ 69,000,000	Total 2026 Revenues (Exclusive of hotel room sales - not captured by TIF)
\$ 92,000,000	Total 2026 Revenues (Inclusive of hotel room sales - for CID/TDD/SuperTIF)
\$23,000,000	Total 2026 Hotel Room Revenue
\$ 45,500,000	Total 2026 Hotel Sales Revenues
\$ 37,900,000	Total 2025 Personal Property (1/1/25)
\$ 59,900,000	Total 2026 Personal Property (1/1/26)
	33.33% Personal Property Assessed Value Rate
NOTE: The projections contained herein are merely estimates or forward-looking projections based upon assumptions and information provided by the Developer (and its representatives and/or affiliates), its prospective tenants, the City of Osage Beach or others. There is no guaranty or assurance that future performance will match these assumptions, as they are subject to a wide range of market and other risks or factors.	

Lakeport Village Redevelopment Area Qualifications Study

February 23, 2023



Contents

AREA DESCRIPTION AND BACKGROUND	1
BASIS FOR DESIGNATION AS A BLIGHTED AREA.....	2
ANALYSIS OF BLIGHTED AREA FACTORS	3
INTRODUCTION	3
EXISTING CONDITIONS	3
INSANITARY OR UNSAFE CONDITIONS	4
SUMMARY OF FINDINGS REGARDING INSANITARY AND UNSAFE CONDITIONS:	4
DETERIORATION OF SITE IMPROVEMENTS	6
SUMMARY OF FINDINGS REGARDING DETERIORATION OF SITE IMPROVEMENTS:	6
MENACE TO THE PUBLIC HEALTH, SAFETY, MORALS OR WELFARE	7
ECONOMIC LIABILITY	7
SUMMARY	9

SECTION 1

AREA DESCRIPTION AND BACKGROUND

The City of Osage Beach, Missouri (the "City") is located in Camden County (the "County") in central Missouri, adjacent to the Lake of the Ozarks (the "Lake"). The Lake is an 84-square-mile man-made reservoir that was created in 1929 for hydroelectric power generation. The Lake's shoreline, approximately 1,150 miles, is almost all privately owned. The Lake area has been a popular tourist destination since the 1960's. Over the last five years, visitation to the Lake has increased by roughly 5 percent.¹

In 2021, Big Thunder Marine, one of the Lake region's biggest boating companies, acquired approximately 23.4 acres of land (21.2 acres exclusive of public right-of-way) located near the intersection of Highway 54 and Jeffries Road, near boating mile marker 1 (the "Redevelopment Area").² Principals of Big Thunder Marine, along with Tegethoff Development have teamed up to propose an entertainment district and resort, amphitheater, a marina, and a boardwalk (collectively known as the "Project"). The developers estimate that construction of the project could begin mid-year 2023, with an anticipated delivery of the first entertainment uses in 2024 and completion of the entire project in 2026.

The Redevelopment Area contains 66 parcels, [*52*] of which are individual condominium units that are part of a "timeshare" structure.³

The Redevelopment Area's boundary is shown in the exhibit entitled **Redevelopment Area Boundary** included in **Appendix A** and further described in the written boundary description also contained in **Appendix A**.

The exhibit entitled **Current Land Use** in **Appendix B** shows the current land uses of the Redevelopment Area. The Redevelopment Area is comprised of four different zoning types, shown in **Current Zoning** in **Appendix B**. The entirety of the Redevelopment Area is zoned for commercial use.

¹ PGAV, Placer, AI. (2022)

² Fox 4 News. (2022)

³ A "timeshare" is a type of ownership arrangement in which multiple individuals each have the right to use a condominium unit for a specified period of time each year.

SECTION 2

BASIS FOR DESIGNATION AS A BLIGHTED AREA

PGAV examined existing conditions to determine whether the Redevelopment Area qualifies for Tax Increment Financing ("TIF") as found under Sections 99.800 – 99.865, RSMo of the Real Property Tax Increment Allocation Redevelopment Act (the "TIF Act"). TIF provides for the redirection of the incremental increase in sales and property tax revenue resulting from a redevelopment project to be used for approved project-related costs, infrastructure and capital improvements.

TIF is based on the premise that there will be an increase in the value of real property, new jobs and other economic activity within the Redevelopment Area as redevelopment occurs. As the property is improved, the assessed value of real property in the redevelopment area increases above the base level. By applying property taxes to the increase in the assessed value of the property over the base level, a tax increment is produced.

These tax increments, also referred to as "payments in lieu of taxes" (or "PILOTs"), are transferred to a special allocation fund that is administered by the city. The City and County also transfers 50% of all incremental local, non-State sales tax revenues to this fund. The money collected in the special allocation fund is then used to pay directly for the redevelopment project costs or to retire bonds or other obligations issued to pay such costs.

TIF allows cities and counties to:

- (1) Identify and designate redevelopment areas that qualify as "Blighted Areas;"
- (2) Adopt redevelopment plans that designate areas in need of redevelopment and state the objectives to be attained and the redevelopment projects to be undertaken;
- (3) Estimate redevelopment project costs which include all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to a redevelopment plan or redevelopment project, as applicable;
- (4) Approve redevelopment projects for implementation of such development plan(s); and
- (5) Utilize the tools set forth in Chapter 99 RSMo to assist in reducing or eliminating those factors and conditions that cause the area to qualify as a "Blighted Area" through the completion of a redevelopment project.

SECTION 3

ANALYSIS OF BLIGHTED AREA FACTORS

INTRODUCTION

This Section documents the conditions found to be present in the Redevelopment Area and contains the analysis of how such conditions cause the Redevelopment Area to be a "Blighted Area" according to the TIF Act. A "Blighted Area", defined pursuant to Section 99.805(1) RSMo, which is as follows:

"Blighted Area" an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or menace to the public health, safety, or welfare in its present condition and use;"
Mo. Rev. Stat. §99.805(1)

As such, blight conditions may be physical, such as "insanitary or unsafe conditions," "deterioration of site improvements," or "the existence of such conditions which endanger life or property by fire and other causes."

This analysis is based upon on-site investigations of the Redevelopment Area conducted by PGAV Planners staff on November 7, 2022, in addition to information provided by the Camden County Assessor's Office. PGAV PLANNERS staff also relied upon its extensive experience, real estate market knowledge, and professional expertise in preparing the analysis. Geotagged photographs illustrating representative blighting conditions were taken during the site visit and are displayed in **Appendix C – Existing Conditions Photos**. Blighting factors for each parcel in the Redevelopment Area are also identified in the various maps in **Appendix B**. This report will not reflect changes in conditions or events after the date of the site visits or publication of this report.

EXISTING CONDITIONS

As indicated above, PGAV Planners staff conducted a field investigation of observable conditions in the Redevelopment Area. During these field investigations, physical conditions were observed related to the state of improvements within the proposed Redevelopment Area. Evidence of long-term disinvestment was observed in the majority of the Redevelopment Area.

INSANITARY OR UNSAFE CONDITIONS

Insanitary Conditions are often evidenced by litter, illegal dumping, conditions that attract or contribute to vermin, or a combination of such conditions. Unsafe conditions are evidenced by a lack of proper public infrastructure adequate for ensuring the public's safety and are contributed to by the deterioration of site improvements. Unsafe conditions are also often represented by a lack of or deficiencies in public utility or roadway infrastructure, deteriorated buildings or site conditions, or the presence of continued crime. Such conditions may include poorly lit or unlit areas, cracked or uneven sidewalks, poor drainage, uneven grading or steep slopes, and improperly screened trash dumpsters that create loose litter and debris that can serve as breeding places for rodents or insects. Empty structures and storefronts that may be susceptible to vandalism or arson activities are also examples of insanitary and unsafe conditions.

Summary of Findings Regarding Insanitary and Unsafe Conditions:

All properties within the Redevelopment Area exhibited signs of insanitary or unsafe conditions. The conditions included vacant structures, steep slopes with no safety mechanisms, decks with failing support systems, structurally unsound buildings, and areas with overgrown vegetation that act as habitats for vermin.

The site visit by PGAV staff revealed that pedestrian and disabled access throughout the Redevelopment Area is difficult and, in some cases, impossible. No sidewalks exist along Jefferies Road, which results in pedestrians walking in the streets with auto traffic. Interior sidewalks and paths were disjointed and in disrepair, with very few guardrails to protect against drop-offs that could result in serious injury or death. The majority of the parking areas within the Redevelopment Area are cracked and spalling, with uneven surfaces. These conditions lead to hazardous conditions for pedestrians, especially those pedestrians with disabilities.

Representatives of a current owner provided PGAV with documentation showing the presence of asbestos in floor tiles within a single-story home within the Redevelopment Area. This documentation is included in **Appendix D**. Due to the age of a majority of the structures within the Redevelopment Area (built before 1978), it is likely that asbestos or lead-based paints are also present. As structures deteriorate, asbestos and lead-based paints can become exposed to the atmosphere creating health hazards for the public. This problem becomes exacerbated as time goes on. Older homes and buildings can also contain mercury-containing thermostats and ballasts containing fluorescent bulbs (mercury). The older HVAC systems in many of these homes also contain chlorofluorocarbons (CFCs) which are known to destroy the earth's protective ozone and contribute to climate change.⁴

A close structural inspection of the balconies at the rear of the condominiums showed evidence of sagging and instability. Several instances were noted and photographed where these projecting structures were beginning to pull away from the building facades. This type of structural

⁴ <https://www.pca.state.mn.us/air/chlorofluorocarbons-cfcs-and-hydrofluorocarbons-hfcs>

failure is common phenomenon, especially in mass construction. It can be caused by improper design of the slab or the construction of the top tensile steel that supports the balcony. Cracks in the façade and fascia are also beginning to show as a result of the sagging.

Vacant buildings represent insanitary and unsafe conditions as they can typically become locations for vagrancy when left unsecured. Upon interior inspection, PGAV staff noted that three of the five vacant structures within the Redevelopment Area required major rehabilitation that would likely cost more than the current value of the structure. Some buildings indicated evidence of recent break-ins or criminal trespassing. It should also be noted that these buildings are unlit at night due to disconnected utilities, which furthers the potential for criminal trespassing and vagrancy.

Fires in vacant buildings have become a matter of increasing concern. Vacant structures often present a higher probability of risk. Fires in empty buildings are also more likely to have been intentionally set and likely to spread beyond the building than fires in other structures. They also cause a disproportionate share of firefighter injuries.⁵ PGAV observed five structures as vacant during the site visit. These conditions create an atmosphere that fosters criminal activity and puts a strain on City resources.

In 2021, the Lake of the Ozarks Fire District conducted an inspection of the docks within the Redevelopment Area. Upon the completion of the inspection, Dock E was found to be unsafe due to its failure to meet current electrical requirements and codes. Of the 28 code requirements checked for compliance, Dock E was found non-compliant for all 28 under the 2017 National Electrical Code. Further documentation of these issues is included in **Appendix D**. Building and fire codes represent a minimum expectation for safety. The non-compliant electrical issues at Dock E constitute a menace to public health and safety within the Redevelopment Area.

The combined presence of the conditions mentioned above retards the provision of housing accommodations and constitutes an economic or social liability, and is a menace to the public, health, safety, morals, or welfare.

⁵ NFPA Research, 2018

DETERIORATION OF SITE IMPROVEMENTS

In general, deterioration refers to the physical and economic decline of the improvements of the Redevelopment Area both in terms of buildings and other above-ground structures; below-grade supporting structures such as water, sewer, and electric utilities; and surface site improvements such as parking areas, access and circulation roadways, drives, and lighting fixtures, signage, etc.

Deterioration may be evident in sound buildings containing minor defects, such as a lack of painting, loose or missing roof tiles, floor or ceiling plates, or holes and cracks over limited areas. The deterioration that is not easily curable and cannot be cured during routine maintenance includes defects in the primary and secondary building components. Primary building components include the foundation, exterior walls, floors, roofs, wiring, plumbing, etc. Secondary building components include the doors, windows, frames, fire escapes, gutters, downspouts, siding, fascia materials, etc.

Summary of Findings Regarding Deterioration of Site Improvements:

The deterioration of site improvements within the Redevelopment Area is a direct result of a lack of maintenance, disinvestment, and prolonged environmental damage. All of the improvements within the Redevelopment Area show evidence of deterioration. Conditions include damaged and missing exterior building materials, missing or rotting windows and doors, extensive exterior damage, evidence of interior water intrusion and flooding, damage to structural supports or foundations, rusting metal surfaces, and deteriorating paint and building materials. In addition to significant building deterioration visible on these parcels, there is often evidence of deteriorating site improvements, including driveways, parking lots, pedestrian pathways, and steps. In some cases, safety mechanisms, structural supports, and railings have completely deteriorated, resulting in extremely hazardous conditions. Various examples of these conditions are documented in the photos provided in **Appendix C**.

The Redevelopment Area contains a high concentration of older buildings (beyond the 35-year standard) and corresponding site improvements. Building age has long been recognized as a contributing factor to urban blight. Early federal urban renewal standards from the Housing and Urban Renewal Act dating from the mid to late 1930s established the "35-years old or older" standard found in many state redevelopment statutes. As buildings age, it is recognized that the maintenance requirements of the building will increase as materials reach the end of their usable life, are likely to require replacement or significant rehabilitation, and begin to show their age in terms of outward appearance. Age is also a contributor to obsolescence. Most buildings 35 years and older have not been brought into compliance with evolving building codes and requirements and may no longer be suitable for their original, intended use. Older buildings are often less desirable in the real estate marketplace, and rehabilitation can usually cost more than constructing a new structure of the same size. Of the twelve buildings surveyed, eight were identified as being constructed prior to 1988. This represents 66 percent of structures within the Redevelopment Area being 35 years old or older.

It should also be noted that all of the buildings within the Redevelopment Area exhibited some physical factor of blight such as deterioration, insanitary and unsafe conditions, or conditions that endanger life or property by fire and other causes.

The presence of both deteriorated improvements and older buildings whose presence within the Redevelopment Area represents a strong correlation to disinvestment, disrepair, and deterioration retards the provision of housing accommodations and constitutes an economic or social liability, and is a menace to the public, health, safety, morals, or welfare.

EXISTENCE OF CONDITIONS WHICH ENDANGER LIFE OR PROPERTY BY FIRE AND OTHER CAUSES

The observed insanitary and unsafe conditions and the vacant buildings within the Redevelopment Area represent conditions that endanger life or property by fire and other causes. Vacant buildings are more likely to be subject to fires or arson. And the lack of adequate pedestrian facilities and guard rails near the shoreline endanger life.

MENACE TO THE PUBLIC HEALTH, SAFETY, MORALS OR WELFARE

The combination of the previously described existing conditions found within the Redevelopment Area constitutes a menace to the public health, safety, morals or welfare.

ECONOMIC LIABILITY

Because of a predominance of unsanitary or unsafe conditions, the deterioration of site improvements, and the existence of conditions that endanger life or property by fire and other causes, the Redevelopment Area constitutes an economic liability to the City. The Redevelopment Area is underutilized and has significant challenges to any improvement effort in its present condition and use. The Redevelopment Area has essentially lost much of its revenue generation capacity due to disinvestment and the previously mentioned blighting conditions.

Another typical measure of economic liability for a qualifications analysis is property value and the taxes it produces. Deterioration and disinvestment within the Area have caused the area's economic value to stagnate across the previous ten years. In 2012, the Redevelopment Area received a total assessor's market valuation of \$4,038,500. In 2022, the Area received a total assessor's market valuation of \$3,943,640.⁶ This represents a loss of more than two percent in taxable real property value. It also demonstrates that the Redevelopment Area has experienced little to no investment over the last decade. As a comparison, the City of Osage Beach's overall taxable real property value grew by 11% during the same period.⁷ Growth in the Federal Consumer Price Index ("CPI") provided by the Bureau of Labor Statistics also shows that Federal inflation ("CPI") also shows that the prices of all goods and services within the United States

⁶ Camden County Assessor's Office, 2022

⁷ City of Osage Beach Comprehensive Annual Financial Reports 2012-2022, 2022.

have grown by 25% over the same time period. Therefore, it is reasonable to believe that any property within the Redevelopment Area that has not increased in value by a minimum of 11% over the past ten years can be considered a disinvested property, a drag on the City's property tax base, and an economic liability to the City and other overlapping taxing districts.

The map entitled **Assessed Value Change -2012-2022** in **Appendix B** illustrates each parcel's change in valuation since 2012.

The Redevelopment Area has not been subject to private investment and has declined in taxable value since 2012. This fact indicates that the Redevelopment Area represents a drag on the local economy and the economic independence of the City and County in its present condition and use.

SUMMARY

One hundred percent (100%) (14 of 14) of the Redevelopment Area's properties exhibit one or more factor that contributes to the Redevelopment Area meeting the definition of a "Blighted area," as such term is defined within the TIF Act. The Redevelopment Area is a portion of the City that by reason of the predominance of unsanitary or unsafe conditions; deterioration of site improvements; or the existence of such conditions which endanger life or property by fire and other causes, or any combination of such factors, constitutes an economic and a menace to the public health, safety, morals, or welfare in its present condition and use.

Factors contributing to the above-listed requirements are outlined above and supported by the **Existing Conditions Photos** in **Appendix C**.

Pursuant to Section 99.805(1) RSMo., PGAV Planners conclude that a predominance and a preponderance of the Redevelopment Area is a "Blighted area."

APPENDICES

APPENDIX A

REDEVELOPMENT AREA BOUNDARY MAP AND LEGAL DESCRIPTION



PLATE 1- REDEVELOPMENT AREA BOUNDARY

OASIS AT LAKEPORT REDEVELOPMENT AREA

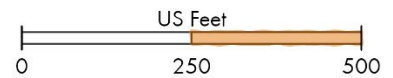
APPENDIX B

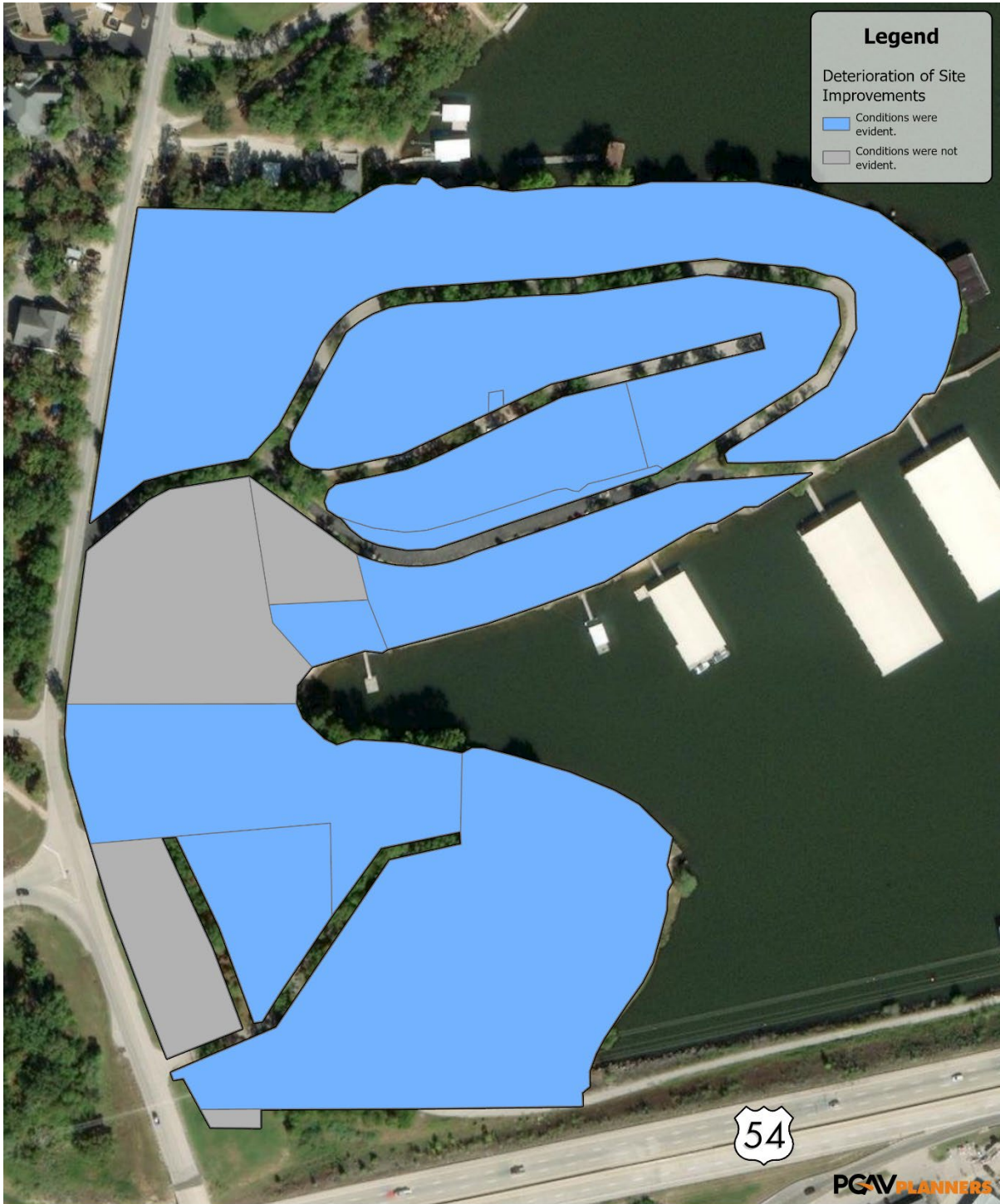
SUPPORTING EXHIBITS



EXISTING ZONING

LAKEPORT VILLAGE REDEVELOPMENT AREA

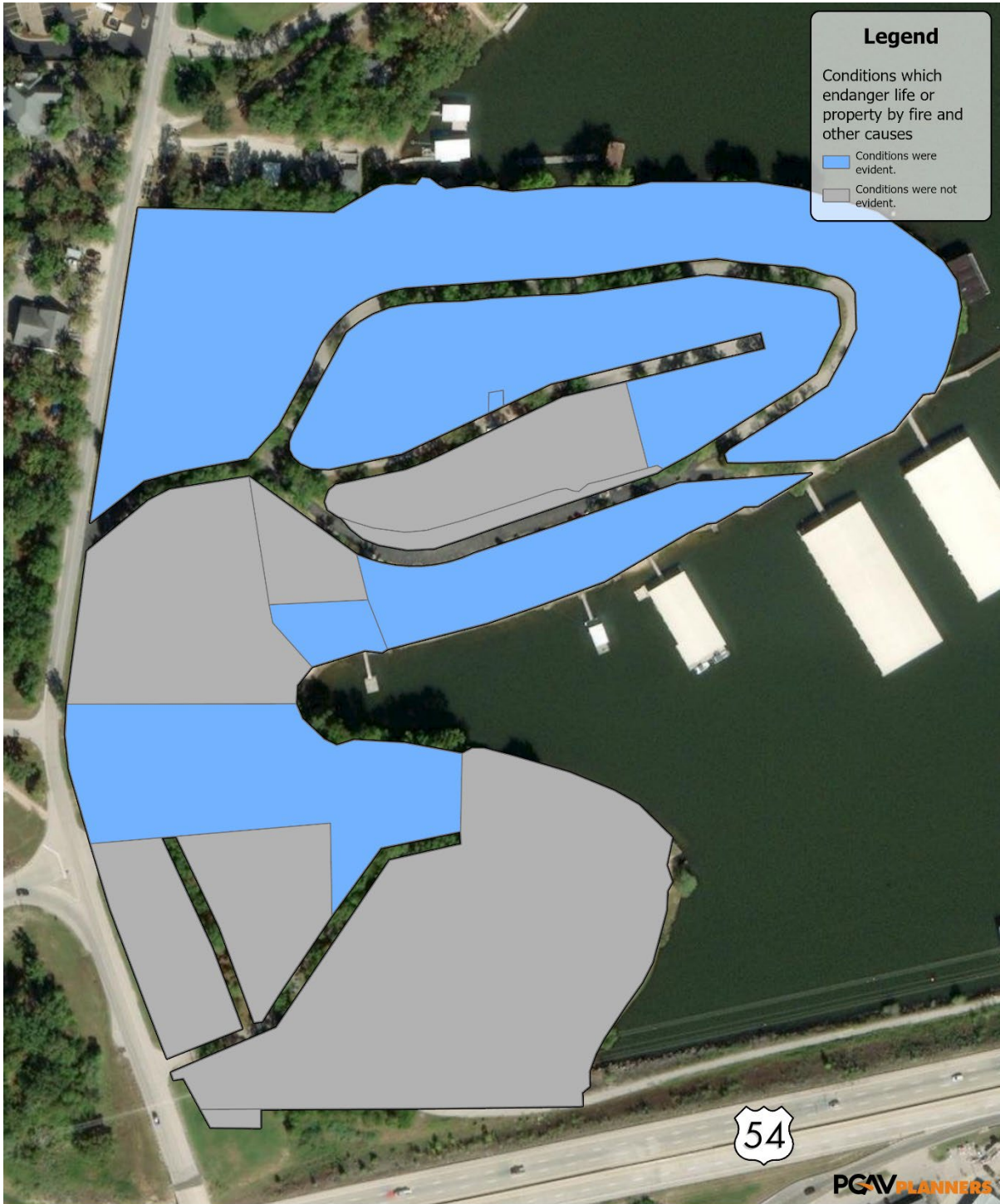




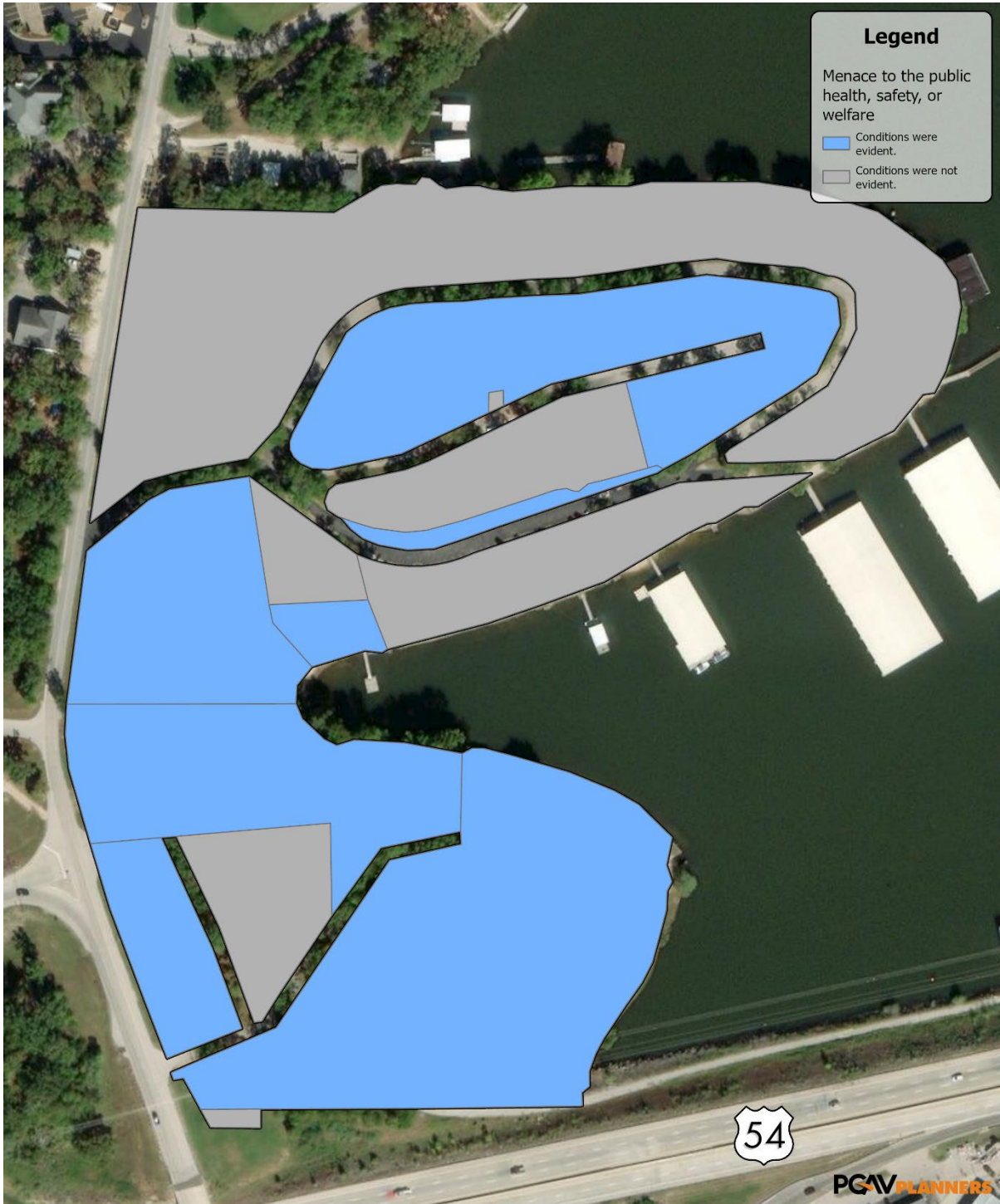
DETERIORATION OF SITE IMPROVEMENTS
LAKEPORT VILLAGE REDEVELOPMENT AREA



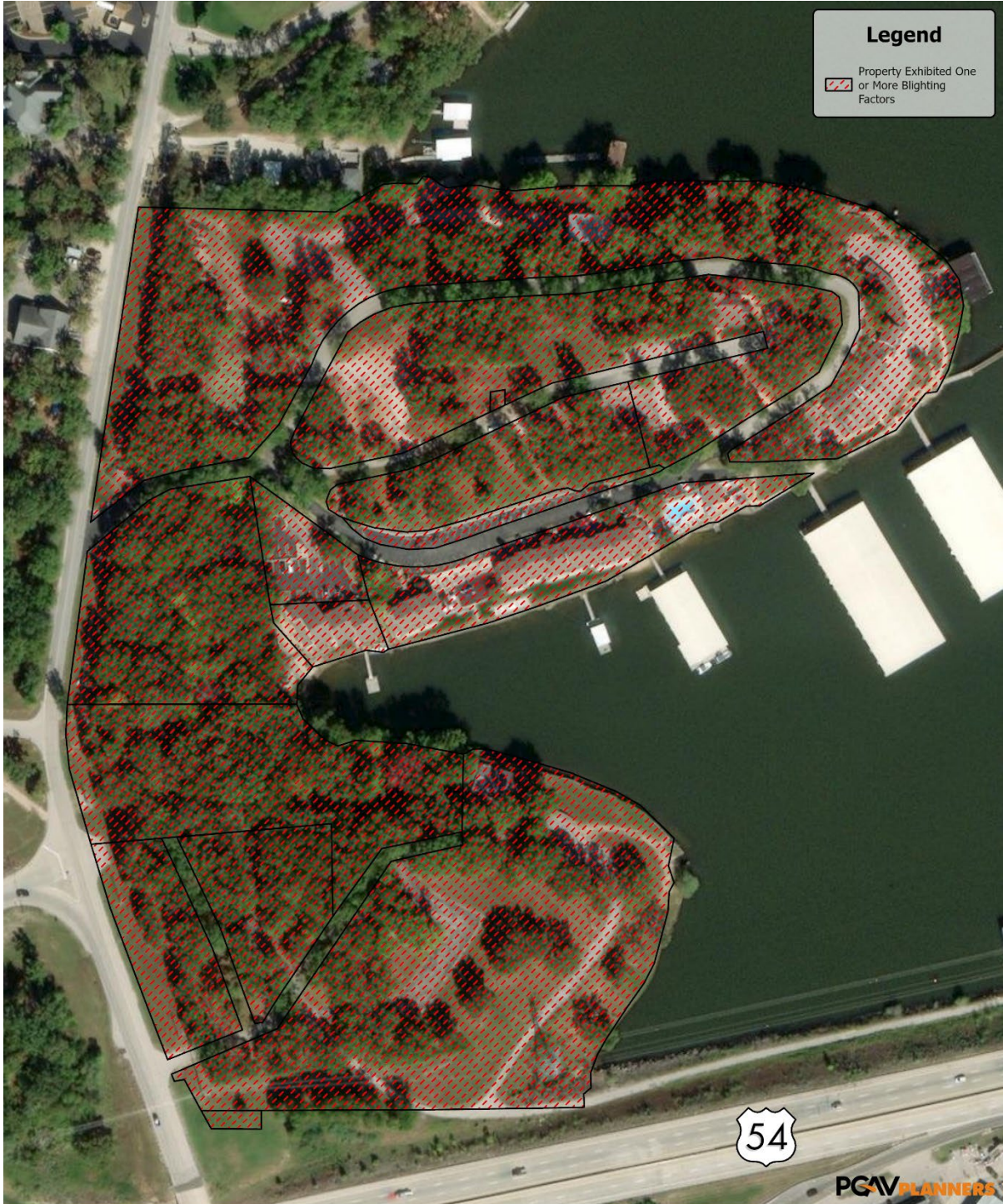
INSANITARY OR UNSAFE CONDITIONS
LAKEPORT VILLAGE REDEVELOPMENT AREA



CONDITIONS WHICH ENDANGER LIFE OR PROPERTY
LAKEPORT VILLAGE REDEVELOPMENT AREA

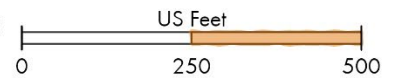


MENACE TO THE PUBLIC HEALTH, SAFETY, OR WELFARE
LAKEPORT VILLAGE REDEVELOPMENT AREA



PROPERTIES EXHIBIT ONE OR MORE BLIGHTING FACTORS

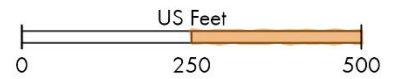
LAKEPORT VILLAGE REDEVELOPMENT AREA

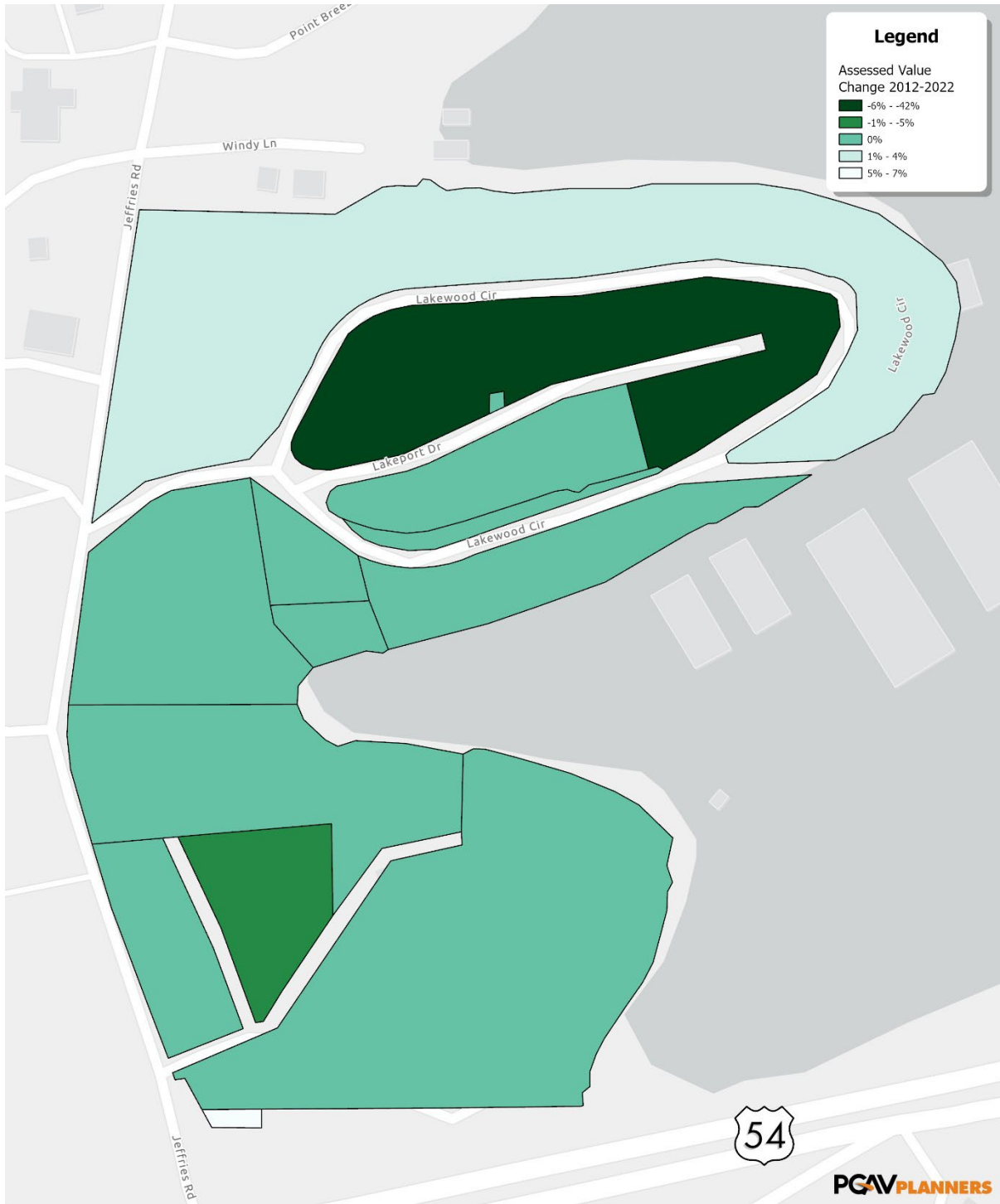




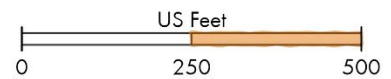
EXISTING LAND USE

LAKEPORT VILLAGE REDEVELOPMENT AREA





ASSESSOR MARKET VALUE PCT. CHANGE
LAKEPORT VILLAGE REDEVELOPMENT AREA



APPENDIX C

EXISTING CONDITIONS PHOTOS

**A map of photos showings existing conditions
may be found via the link below.**

[Link](#)

APPENDIX D

SUPPORTING DOCUMENTATION

Dock Wiring Inspection Sheet – Lake of the Ozarks – Fire Districts			
Date:	Permit # D-210069	Dock Location: 5011 Lakeport Dr. OB. Dock E UE 6517-1-L	
4-29-21	☐ Approved	☒ Not Approved	☐ Re-inspection
Owner(s): Big T LLC		Electrician:	
Address: PO Box 759 Lake Ozark Mo 65049		Address:	
Phone #(s): 573-965-4001		Phone #(s):	
Notes: Non-metallic sheathed cable shall not be used. (Romex & UF) All wiring methods and conductors shall be suitable for wet locations. All wiring shall meet National Electrical Code Article 555 Marinas and Boatyards.			

Apr	Not Apr.	
☐	☒	1. Feeder from the main panel to sub panel shall be 4 wire for 240 volts, 3 wire for 120 volts. (The breaker panel legs shall not be jumped). 2017 NEC section 353.7(C).
☐	☒	2. Conduit that is buried from the building to the sub-panel shall be schedule 40 PVC for underground use. Existing service feeders shall meet the current code standards. 2017 NEC section 353.7(A).
☐	☒	3. Junction box on the outside of the building serving the dock shall be weatherproof. 2017 NEC 353.13.
☐	☒	4. The feeder from the sub-panel to the dock shall be schedule 40 PVC (sunlight resistant or approved method) and shall be liquid tight flexible conduit at all pivot points 2017 NEC .13.
☐	☒	5. The conduit shall be sized for the conductors installed in the system. 2017 NEC Chapter 3.
☐	☒	6. The disconnecting means shall be within 6 feet of the ramp entrance. The disconnect shall be a breaker type. The disconnect shall be 42 inches Above Finished Grade. 2017 NEC section 353.7 (B) & (C).
☐	☒	7. All grounding conductors shall have continuous outer finish that is green including all bonding wires. 2017 NEC section 353.15 and local ordinance.
☐	☒	8. The grounding conductors shall be connected to the grounding bus in the sub-panel and to the ground rod. Grounding bus and grounded (neutral) must be separated. 2017 section 353.15.
☐	☒	9. A grounding electrode shall be in place. (At least 8 feet long and trade size of 1/2 inch). 2017 NEC section 353.15.
☐	☒	10. The grounding conductor shall be sized correctly for the circuit (minimum #6) and attached with a separate clamp directly to the grounding electrode. 2017 NEC section 353.15.
☐	☒	11. #6 grounding wire from the ground rod to the metal parts of the ramp with approved terminals. 2017 NEC section 354.15.
☐	☒	12. #6 grounding wire jumper shall be installed between all pivot points in the ramp, dock stiff arms, breakwaters, boat lifts, etc. 2017 NEC section 2015.
☐	☒	13. All metal enclosure and exposed metal parts of the electrical system shall be bonded to the grounding bus with approved terminals. The bonding connection shall be nut & bolt, no self-tapping screws. 2017 NEC 353.15.
☐	☒	14. All metal parts, metal piping, and all non-current carrying metal parts must be bonded to the panel board. 2017 NEC section 353.15.
☐	☒	15. All circuits shall be GFCI protected. 2017 NEC section 353.19.
☐	☒	16. All general use outlet receptacles shall be minimum 36 inches above the finished dock surface. Local ordinance.
☐	☒	17. All outlets dedicated for a piece of equipment shall be of the Marine Twist Lock type and GFCI protected. A disconnecting means must be within 30 inches of outlet or approved marine pedestal installation. 2017 NEC section 353.17 and 353.19.
☐	☒	18. All GFCI outlets receptacles shall work when tested. 2017 section 353.19 and local ordinance.
☐	☒	19. All cabinets and cutout boxes shall be a minimum of 1/4 inch of airspace between the enclosure and supporting surface.
☐	☒	20. All 15 and 20 amp, 120 and 240 volt non-locking type receptacles shall be listed weather-resistant type receptacles. 2017 NEC section 406.9(B).
☐	☒	21. All enclosures and fittings below 8 feet (for existing docks), all enclosures and fittings for new installation, or exposed to weather shall be in weatherproof enclosures and fittings and suitable for wet locations with allowable weep holes. 2017 NEC section 406.9 (B) (1).

Richards Remediation, Inc.

80 Sterling Brock Dr
Harrisburg, MO 65256 US
+1 5733033563
Office@richardsremediation.com

**Estimate****ADDRESS**

Big Thunder Marine
Attn: Shawn Cogdill
Corner of Davis Dr and Jefferies
Osage Beach, MO 65065

ESTIMATE**DATE****1049****12/29/2021**

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Asbestos Remediation	Set up mini enclosed containment around sheet flooring on concrete in lower level unit of 4 plex. Put containment under negative pressure by installing a HEPA air filtration machines to filter out air while work takes place. Properly remove and dispose of asbestos containing sheet flooring. Set single story home that's located next door up under negative pressure by installing HEPA air filtration machines to filter out the air while work takes place. Properly remove and dispose of all asbestos containing floor tile throughout the entire home. Payment due upon completion unless terms are set with company owner.	1	4,500.00	4,500.00

-
- * All removal work done under negative air pressure containment.
 - * Respiratory protection and protective clothing will be provided for all workers.
 - * Final lien waiver upon payment in full.
 - * Price includes all labor, materials, and disposal.
 - * DNR notification fees included in price if applicable.
 - * Disposal of asbestos materials at an approved DNR landfill.
 - * General liability and workers compensation insurance.

Accepted By

Accepted Date

MINUTES OF THE OSAGE BEACH TAX INCREMENT FINANCING COMMISSION

March 27, 2023

The Tax Increment Financing Commission of the City of Osage Beach, Missouri, met at 6:00 p.m. on Monday, March 27, 2023, City Hall in Osage Beach. The following were present: Alderman Tyler Becker, Fred Catcott, Dave Crane, Timothy Gardner, Bob Van Hook, Chief Paul Berardi, Brian Butts, Gail Griswold, Ike Skelton, James Gohagan. Absent Geniece Tyler. City Clerk Tara Berreth was present and performed the duties as secretary for the TIF Commission. Representing the City of Osage Beach were City Administrator Jeana Woods, City Attorney Cole Bradbury and Mark Spykerman/Gilmore & Bell, P.C.

MOTION TO ELECT A CHAIRMAN

Commissioner Fred Catcott made a motion to elect James Gohagan as Chairman. This motion was seconded by Commissioner Ike Skelton. Motion passes with a unanimous voice vote.

ELECTION OF OFFICERS

Commissioner Fred Catcott made a motion to elect Ike Skelton as Vice Chairman. This motion was seconded by Commissioner James Gohagan. Motion passes with a unanimous voice.

Commissioner Griswold made a motion to elect City Clerk Tara Berreth as Secretary. This motion was seconded by Commissioner Ike Skelton. Motion passes with a unanimous voice vote.

INTRODUCTION OF APPLICANT REPRESENTATIVES/CITY CONSULANTS

Mark Spykerman/Gilmore & Bell, Jeana Woods/City Administrator, Cole Bradbury/City Attorney, Tara Berreth/City Clerk were all present. Financial Advisor Jeff White/Columbia Capital not present.

Jeff Tegethoff and Allyn Witt – Tegethoff Development, Todd Schneider/Sky View Partners, Stifel Team/Bond Underwriters, Rich Obertino/TRI Architects, Cochran Engineering

PRESENTATION: FUNDAMENTALS OF TIF

Mark Spykerman from Gilmore & Bell gave a presentation on the purpose and operation of how the TIF Commission works. In addition, on to what role of the TIF Commission is.

OVERVIEW OF LAKEPORT VILLAE TAX INCREMENT FINANCING REDEVELOPMENT PLAN

- Oasis at Lakeport is a new \$350 million family resort and entertainment district to be developed along the Lakeport property acquired by Big Thunder Marine in 2021. Construction plans include the creation of a year-round entertainment destination offering 25 acres of amusement rides and attractions along with the Marriott Hotels property and 26,000-square-foot conference center, indoor waterpark, restaurants, 200 public boat slips and 1,000-space parking garage. Amusement offerings will include roller coasters, thrill and family rides and a 200-foot-tall observation wheel. The new Marriott Hotels property will be professionally managed by Aimbridge Hospitality from Plano, Texas, and is expected to include 400 rooms, a 26,000-square-foot conference center, full-service spa, restaurants, outdoor pool, pickleball courts and fitness center. The hotel will be located adjacent to a 50,000-square-foot fully enclosed state-of-the-art waterpark to be constructed by OpenAire, the world's premier designer, manufacturer and installer of custom retractable roof structures and enclosures and operable skylights. The waterpark will be operated by American Resort Management, the nation's top waterpark management company from Erie, Penn. Construction for both the hotel and waterpark is expected to be completed in 2026.

Commissioners' questions and concerns:

- Has there been contact with MoDOT about improving the intersection?
 - Yes, going to have a traffic study done, not only to evaluate vehicular and pedestrian access, as well as parking count, and number of boat slips that will be needed.
- Anticipated completion date
 - Hoping to have completed January 1, 2026, barring no supply chain problems.
- How many stories Parking garage?
 - 3 levels up, and 2 levels down
- Any legal problems with Margaritaville or Lodge at Four Seasons?
 - No anticipated problems.
- Any PILOTS proposed for the taxing districts?
 - No, not right now.
- The purchase of the timeshare does not progress as you had hoped. How does that impact your project?
 - Dramatically, will impact. But I am very confident a deal will be made.
- Have you communicated with Ameren regarding the sea walls?
 - Yes, meet with all the parties involved. Ameren has been very engaged.
- How do you blight a bare piece of land?
 - Deterioration of site improvements, Insanitary or unsafe conditions, conditions which endanger life or property, menace to the public health, safety, and welfare. This piece of property meets the Statutory definition of Blight.

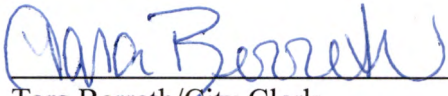
ACKNOWLEDGEMENT OF WRITTEN TESTIMONY, IF ANY

No written testimony was received.

ADJOURN

Commissioner Skelton made a motion to adjourn. This motion was seconded by Commissioner Catcott. Motion passed with voice vote. There being no further business the meeting adjourned at 7:00 pm.

I Tara Berreth, City Clerk do hereby certify that the above foregoing is a true and complete journal of proceedings of the workshop of the Tax Increment Financing Commission of the City of Osage Beach, Missouri, held on March 27, 2023


Tara Berreth/City Clerk


James Gohagan/Chairman

MINUTES OF THE OSAGE BEACH TAX INCREMENT FINANCING COMMISSION

April 17, 2023

The Tax Increment Financing Commission of the City of Osage Beach, Missouri, met at 6:00 p.m. on Monday, April 17, 2023, City Hall in Osage Beach. The following were present: Alderman Tyler Becker, Fred Catcott, Dave Crane, Timothy Gardner, Bob Van Hook, Chief Paul Berardi, Jacob Neusche, Gail Griswold, Ike Skelton, James Gohagan and Geniece Tyler. City Clerk Tara Berreth was present and performed the duties as secretary for the TIF Commission. Representing the City of Osage Beach were Mayor Michael Harmison, City Administrator Jeana Woods, City Attorney Cole Bradbury and Mark Spykerman/Gilmore & Bell, P.C., Adam Jones/PGAV and Via Zoom – Jeff White/Columbia Capital.

ROLL CALL AND INTRODUCTION OF COMMISSIONERS

All TIF Commissioners present.

APPROVAL OF MINUTES - MARCH 27, 2023

Commissioner Catcott made a motion to approve March 27, 2023 minutes as presented. This motion was seconded by Commissioner Van Hook. Motion passes with unanimous voice vote.

OPEN PUBLIC HEARING

The meeting was opened by Commissioner Chair James Gohagan.

INTRODUCTION OF APPLICANT REPRESENTATIVES/CITY CONSULTANTS

Mark Spykerman/Special Council - Gilmore & Bell, Cole Bradbury/City Attorney – City of Osage Beach, Jeana Woods/City Administrator, Michael Harmison-Mayor, Adam Jones-PGAV Planners and Jeff White-Columbia Capital Financial

DISCUSSION OF PURPOSE OF PUBLIC HEARING

Discussion is for the public to ask questions and give testimony on the project as presented.

TESTIMONY FROM APPLICANT

Jeff Tegethoff – gave a general overview of the Oasis at Lakeport project. Oasis at Lakeport is a new \$350 million family resort and entertainment district to be developed along the Lakeport property acquired by Big Thunder Marine in 2021. Construction plans include the creation of a year-round entertainment destination offering 25 acres of amusement rides and attractions along with the Marriott Hotels property and 26,000-square-foot conference center, indoor waterpark, restaurants, 200 public boat slips and 1,000-space parking garage. Amusement offerings will include roller coasters, thrill and family rides and a 200-foot-tall observation wheel. The new Marriott Hotels property will be professionally managed by Aimbridge Hospitality from Plano, Texas, and is expected to include 400 rooms, a 26,000-square-foot conference center, full-service spa, restaurants, outdoor pool, pickleball courts and fitness center. The hotel will be located adjacent to a 50,000-square-foot fully enclosed state-of-the-art waterpark to be constructed by OpenAire, the world's premier designer, manufacturer and installer of custom retractable roof structures and enclosures and operable skylights. The waterpark will be operated by American Resort Management, the nation's top waterpark management company from Erie, Penn. Construction for both the hotel and waterpark is expected to be completed in 2026.

TESTIMONY FROM CITY STAFF & CONSULTANTS

Adam Jones -PGAV – Visited the site and found that the site does meet all the qualifications under the Missouri Statutes for a Blighted site. From the visit to the site the following were determined deterioration of site improvements, insanitary or unsafe conditions, conditions which endanger life or property, menace to the public health, safety, and welfare.

Jeff White/Financial Advisor – Columbia Capital Financial – Explained that this project has met all but fore tests.

TESTIMONY FROM THE PUBLIC (All witnesses must sign in and give name and ward number)

Opposed/In Favor

- ✓ David Stokes - 5297 Washington Place, St Louis MO 63128 – Show Me Institute – see attached testimony.
- ✓ Vicky Simbro – 4505 Cove Road, Osage Beach – Ward I – Why can the developer use their own money? How does this help the residents of Osage Beach? Infrastructure problems.
- ✓ Phyllis Marose – PO Box 569, Osage Beach – Ward II – Osage Beach needs the boost. Concerns about the traffic on Jefferies.
- ✓ Evelyn Horkman – 1181 Jefferies Road, Osage Beach -Likes the project, except that Jefferies is a sleepy little road. Concerns about Jefferies Road. The Hotel is not appropriate for Jefferies Road. Consider the residents.
- ✓ Don Neuharth – 127 Lake Road Camdenton, Great project – not in favor of giving them a TIF.
- ✓ Ken Kwantes – V.P. Lakewood Homeowners association. See attached testimony.
- ✓ Tim Long – 4902 Wilson Dr. Osage Beach, Long time resident – In favor of project. This will help the city and provide great family entertainment.
- ✓ Diane Minzy – no longer have the same amenities at Lakeport, timeshare business is an awful business. Osage Beach needs this project. Would like to see Lakeport torn down.
- ✓ Dr. Sean Kirksey – Superintendent at Camdenton School District. The board members are under policy by the School District. They must vote NO. Because it is over 50%.
- ✓ Michael Harmison – Mayor – We are not St. Louis, we are Osage Beach. Family friendly business is needed.
- ✓ Justin Hoffman – What if the Super TIF does not go thru. What if you have to walk this project back? Is there a contingency.

ACKNOWLEDGEMENT OF WRITTEN TESTIMONY, IF ANY

Show Me Institute and Lakewood Board of Director letter. See Attached

CONCLUDING TESTIMONY FROM APPLICANT

Jeff Tegethoff – Thank you all for your service. We have already had 3 different organizations contact us for conferences. One group for 5-years conferences and two groups for 15 years. With full hotel buyout. Super TIF requires that all taxing districts must agree to this to receive the Super TIF. Focusing on moving forward and ongoing negotiations will continue with Lakewood Timeshare. About 250 and 300 employees. With this the school district would receive from property taxes immediately \$600,000.

QUESTIONS AND COMMENTS FROM THE COMMISSION

- Has MoDOT been contacted?
 - There has been a contact with MoDOT to do a study for vehicle and pedestrian traffic.
- Has the Super TIF been submitted?

- The precertification paperwork has been submitted. The first step is to get approval from this board. And the Board of Alderman for final approval.
- Lakewood Condo – If you cannot acquire the condos what is your next step?
 - Still going to pursue the purchase. Going to work around the condos until the situation has been resolved.
- Questions on how a vacant piece of land can be blighted. In addition, this piece of land is lake front property and will be developed. But to get TIF money, the property must be considered blighted. Disagree with the property being blighted and how the state has set standards for a blighted property.
- Have there been crime reports from this property.
 - Not aware of any crimes. Property owners do not report crime to the Police Department, they just fix the property.
- What is the school district going to get out of this TIF? Camdenton already has the lowest tax rate for education.

REQUEST FOR ANY ADDITIONAL TESTIMONY

No additional questions from City consultants.

CLOSE OR CONTINUE PUBLIC HEARING

Commissioner Becker made a motion to close the public hearing. This motion was seconded by Commissioner Catcott. Motion passes with a voice vote.

PRESENTATION AND DISCUSSION OF RESOLUTION

Mark Spykerman – gave a description of what is presented in the Resolution. See attached.

MOTION TO ADOPT RESOLUTION

Alderman Becker made a motion to adopt the Resolution as presented. This motion was seconded by Commissioner Gardner. Roll call vote “Ayes” Alderman Becker, Commissioner Catcott, Commissioner Crane, Commissioner Tyler, Commissioner Gardner, Commissioner Van Hook. “Nays” Commissioner Skelton, Commissioner Gohagan, Commissioner Neusche, Commissioner Griswold. Motion passes 7 ayes to 4 nays.

MOTION TO ADJOURN

Commissioner Catcott made a motion to adjourn. This motion was seconded by Commissioner Skelton. Motion passed with voice vote. There being no further business the meeting adjourned at 8:15: pm.

I, Tara Berreth, City Clerk, do hereby certify that the above foregoing is a true and complete journal of proceedings of the workshop of the Tax Increment Financing Commission of the City of Osage Beach, Missouri, held on April 17, 2023.

Approved via email – by majority of TIF Commission

Tara Berreth/City Clerk

James Gohagan/Chairman

OSAGE BEACH POLICE DEPARTMENT

1000 City Parkway, Osage Beach, MO 65065

Address History Report

	Open Date / Time	Category	Event #	Complaint #	Street #	Apt / Ste.
C	09/24/2021 11:11:13	TRAFFIC STOP	2021-00023171		5011	
C	03/21/2022 14:58:58	BUILDING/AREA CHECK	2022-00005735		5011	
C	06/09/2022 17:59:39	TRESPASSING	2022-00012786		5011	
C	08/02/2022 13:05:58	STEALING / OCCURRED	2022-00018173	22-0890	5011	
C	08/04/2022 07:34:21	BURGLARY / OCCURRED	2022-00018327		5011	
C	08/04/2022 22:48:48	BUILDING/AREA CHECK	2022-00018376		5011	
C	08/07/2022 10:36:36	ABANDONED VEHICLE	2022-00018640		5011	
C	09/08/2022 12:25:42	ABANDONED VEHICLE	2022-00021477		5011	
C	10/14/2022 00:28:19	BUSINESS CHECK	2022-00024491		5011	
C	11/10/2022 02:30:56	BUSINESS CHECK	2022-00026692		5011	
C	12/31/2022 01:24:55	BUILDING/AREA CHECK	2022-00031044		5011	

Big Thunder Marine

OSAGE BEACH POLICE DEPARTMENT

1000 City Parkway, Osage Beach, MO 65065

Address History Report

	Open Date / Time	Category	Event #	Complaint #	Street #	Apt / Ste.
C	06/10/2013 19:03:59	FIRE COMMERCIAL STRUCTURE / 2ND ALARM	201300014836	LOF13-0421	5027	
C	08/10/2014 22:46:56	ANIMAL CONTROL	201400021528		5027	
C	11/24/2015 14:40:49	BUILDING/AREA CHECK	2015-00030102		5027	
C	06/12/2017 16:59:58	TRAFFIC STOP	2017-00015293		5027	
C	06/18/2017 10:44:50	BUILDING/AREA CHECK	2017-00015920		5027	
C	07/01/2017 16:23:44	BUILDING/AREA CHECK	2017-00017420		5027	
C	08/22/2017 10:13:36	BUSINESS CHECK	2017-00023565		5027	
C	09/23/2017 14:53:14	BUILDING/AREA CHECK	2017-00027083		5027	
C	01/04/2018 18:50:47	STEALING / OCCURRED	2018-00000308		5027	
C	04/03/2018 15:44:35	BUILDING/AREA CHECK	2018-00008101		5027	
C	05/15/2018 09:44:55	BUILDING/AREA CHECK	2018-00012122		5027	
C	07/01/2018 16:20:43	BUILDING/AREA CHECK	2018-00017359		5027	
C	12/29/2018 13:20:45	BUILDING/AREA CHECK	2018-00034525		5027	
C	02/07/2019 12:03:42	BUILDING/AREA CHECK	2019-00003338		5027	
C	08/26/2020 13:11:59	BUSINESS CHECK	2020-00019605		5027	
C	04/10/2021 04:57:42	FIRE MEDICAL ASSIST / STILL ALARM	2021-00006985	OBF21-0434	5027	207
C	04/10/2021 05:10:45	AMB / MUTUAL-AID (WHEN CALLING ANOTHER DEPT)	2021-00006987		5027	207
C	08/18/2021 09:44:04	ACCIDENT / W/O INJURY	2021-00019787	21-0948	5027	

LAKELWOOD CONDO'S

OSAGE BEACH POLICE DEPARTMENT

1000 City Parkway, Osage Beach, MO 65065

LAKWOOD RESORT

Address History Report

	Open Date / Time	Category	Event #	Complaint #	Street #	Apt / Ste.
C	05/22/2013 15:20:36	AMB / MEDICAL EMERGENCY	201300012994	OBA13-0275	1029	
C	05/26/2013 00:04:59	SUSP ACTIVITY	201300013406		1029	
C	05/30/2013 15:59:05	911 HANG UP	201300013918		1029	606 LA
C	08/08/2013 03:36:11	DISTURBANCE / IN PROGRESS	201300021024		1029	604
C	10/11/2013 17:34:42	LOCKOUT	201300027538		1029	
C	10/27/2013 02:27:56	BUILDING/AREA CHECK	201300028723		1029	
C	01/24/2014 16:42:17	AMB / MEDICAL EMERGENCY	201400002266	OBA14-0043	1029	
C	02/19/2014 11:20:30	911 HANG UP	201400004537		1029	606 LA
C	04/19/2014 02:04:15	ALCOHOL/DRUG	201400009812		1029	
C	06/30/2014 07:03:25	ALARM / BURGLARY	201400016758		1029	
C	07/04/2014 09:15:25	LOCKOUT	201400017257		1029	106
C	08/01/2014 16:08:50	LOCKOUT	201400020512		1029	
C	08/21/2014 09:48:41	LOCKOUT	201400022609		1029	
C	08/28/2014 06:31:55	AMB / MEDICAL EMERGENCY	201400023357	OBF14-1255	1029	305
C	09/15/2014 05:44:36	DEATH INVESTIGATION	201400025164	14-01175	1029	304
C	09/18/2014 12:02:01	PROPERTY DAMAGE / OCCURRED	201400025484		1029	606
C	09/23/2014 20:00:18	LOCKOUT	201400026063		1029	303
C	09/30/2014 15:36:11	911 HANG UP	201400026695		1029	
C	09/30/2014 16:24:27	AMB / MUTUAL-AID (WHEN CALLING ANOTHER DEPT)	201400026701		1029	
C	12/24/2014 10:52:01	911 HANG UP	201400033700		1029	
C	02/05/2015 10:26:05	DISTURBANCE / NOT OCCURRING	2015-00002663		1029	
C	02/12/2015 22:34:03	AMB / MEDICAL EMERGENCY	2015-00003321	15-00172	1029	503
C	04/08/2015 00:04:08	BUILDING/AREA CHECK	2015-00008126		1029	
C	05/01/2015 23:41:14	NOISE COMPLAINT	2015-00010368		1029	
C	08/21/2015 11:00:31	LOCKOUT	2015-00021620		1029	
C	09/12/2015 15:03:58	911 HANG UP / POLICE DISPATCHED	2015-00023793		1029	
C	09/29/2015 10:26:24	BUILDING/AREA CHECK	2015-00025460		1029	
C	10/29/2015 03:17:05	AMB / MEDICAL EMERGENCY	2015-00027982	OBF15-1557	1029	305
C	02/19/2016 23:08:12	ALARM / BURGLARY	2016-00004185		1029	
C	05/24/2016 11:04:01	ACCIDENT / W/O INJURY	2016-00012193		1029	
C	07/16/2016 15:20:04	911 HANG UP / POLICE DISPATCHED	2016-00017622		1029	
C	09/04/2016 21:05:08	PEDESTRIAN CHECK	2016-00022542		1029	
C	12/12/2016 23:58:24	LOCKOUT	2016-00029982		1029	308
C	01/03/2017 14:11:26	BUSINESS CHECK	2017-00000206		1029	
C	01/21/2017 16:24:44	BUSINESS CHECK	2017-00001743		1029	
C	02/01/2017 10:20:43	BUILDING/AREA CHECK	2017-00002722		1029	
C	02/22/2017 10:53:53	911 CALL / POLICE DISPATCHED	2017-00004719		1029	
C	04/27/2017 11:42:51	911 CALL / NO POLICE DISPATCH	2017-00010547		1029	
C	05/03/2017 10:42:52	BUILDING/AREA CHECK	2017-00011042		1029	
C	05/28/2017 17:22:15	AMB / MEDICAL EMERGENCY	2017-00013688	OBA17-0406	1029	
C	05/29/2017 04:18:12	STEALING / OCCURRED	2017-00013751	17-0682	1029	305
C	06/04/2017 16:45:06	BUILDING/AREA CHECK	2017-00014464		1029	
C	06/12/2017 11:59:21	BUILDING/AREA CHECK	2017-00015261		1029	
C	10/05/2017 13:51:41	PEDESTRIAN CHECK	2017-00028161	17-1430	1029	
C	10/09/2017 16:23:10	FOLLOW UP	2017-00028511		1029	
C	10/10/2017 08:57:39	FOLLOW UP	2017-00028565		1029	
C	11/29/2017 20:57:01	AMB / MEDICAL EMERGENCY	2017-00033259	OBF17-1954	1029	604
C	12/21/2017 20:56:05	DISTURBANCE / IN PROGRESS	2017-00035212		1029	

OSAGE BEACH POLICE DEPARTMENT

1000 City Parkway, Osage Beach, MO 65065

Address History Report

	Open Date / Time	Category	Event #	Complaint #	Street #	Apt / Ste.
C	01/05/2018 10:00:43	911 CALL / POLICE DISPATCHED	2018-00000343		1029	
C	03/08/2018 10:04:05	BUSINESS CHECK	2018-00005731		1029	
C	03/28/2018 23:40:02	911 CALL / NO POLICE DISPATCH	2018-00007608		1029	
C	03/28/2018 23:49:03	BUILDING/AREA CHECK	2018-00007609		1029	
C	04/13/2018 13:37:00	BUSINESS CHECK	2018-00009036		1029	
C	04/30/2018 22:23:07	TRAFFIC STOP	2018-00010668		1029	
C	05/28/2018 22:18:35	AMB / MEDICAL EMERGENCY	2018-00013710	OBF18-0928	1029	606
C	07/23/2018 01:02:37	BUILDING/AREA CHECK	2018-00019744		1029	
C	07/23/2018 11:01:32	KEEP THE PEACE	2018-00019785		1029	
C	07/27/2018 08:21:35	911 CALL / POLICE DISPATCHED	2018-00020210		1029	
C	09/10/2018 12:51:09	BUILDING/AREA CHECK	2018-00025041		1029	
C	09/14/2018 10:15:28	ACCIDENT / W/O INJURY	2018-00025394	18-1177	1029	
C	10/08/2018 15:41:02	ANIMAL CONTROL	2018-00027778	18-1290	1029	
C	10/19/2018 15:51:22	STEALING / OCCURRED	2018-00028732		1029	
C	10/26/2018 09:25:20	BUILDING/AREA CHECK	2018-00029275		1029	
C	11/02/2018 14:24:37	911 CALL / NO POLICE DISPATCH	2018-00029879		1029	
C	11/05/2018 11:32:19	911 CALL / POLICE DISPATCHED	2018-00030066		1029	
C	11/09/2018 10:59:58	911 CALL / NO POLICE DISPATCH	2018-00030413		1029	
C	11/09/2018 11:01:54	911 CALL / NO POLICE DISPATCH	2018-00030414		1029	
C	11/09/2018 14:15:47	911 CALL / NO POLICE DISPATCH	2018-00030429		1029	
C	11/09/2018 14:24:03	911 CALL / NO POLICE DISPATCH	2018-00030430		1029	
C	11/29/2018 11:20:03	BUILDING/AREA CHECK	2018-00032002		1029	
C	12/03/2018 10:03:25	911 CALL / POLICE DISPATCHED	2018-00032304		1029	
C	12/13/2018 12:11:35	911 CALL / NO POLICE DISPATCH	2018-00033233		1029	
C	12/17/2018 16:05:41	BUILDING/AREA CHECK	2018-00033595		1029	
C	12/24/2018 11:48:05	911 CALL / NO POLICE DISPATCH	2018-00034167		1029	
C	12/28/2018 13:51:36	911 CALL / NO POLICE DISPATCH	2018-00034463		1029	
C	01/03/2019 14:04:44	911 CALL / POLICE DISPATCHED	2019-00000217		1029	
C	02/17/2019 16:04:34	BUILDING/AREA CHECK	2019-00004347		1029	
C	03/11/2019 10:57:42	911 CALL / POLICE DISPATCHED	2019-00006128		1029	
C	03/11/2019 11:04:31	BUILDING/AREA CHECK	2019-00006129		1029	
C	04/25/2019 12:40:47	BUILDING/AREA CHECK	2019-00010081		1029	
C	05/04/2019 15:53:26	AMB / MEDICAL EMERGENCY	2019-00010927	OBF19-0652	1029	
C	06/10/2019 11:37:07	BUILDING/AREA CHECK	2019-00014579		1029	
C	06/18/2019 13:35:12	BUILDING/AREA CHECK	2019-00015331		1029	
C	06/25/2019 07:15:08	BUSINESS CHECK	2019-00016008		1029	
C	07/12/2019 08:07:09	SUSP ACTIVITY	2019-00017898		1029	
C	07/28/2019 08:47:50	911 CALL / POLICE DISPATCHED	2019-00019490		1029	
C	07/28/2019 09:23:41	911 CALL / POLICE DISPATCHED	2019-00019493		1029	608
C	07/28/2019 09:34:50	911 CALL / NO POLICE DISPATCH	2019-00019496		1029	
C	07/28/2019 09:35:02	911 CALL / NO POLICE DISPATCH	2019-00019495		1029	
C	07/28/2019 09:38:43	911 CALL / NO POLICE DISPATCH	2019-00019497		1029	
C	07/28/2019 10:32:46	911 CALL / NO POLICE DISPATCH	2019-00019507		1029	
C	08/06/2019 12:53:39	BUILDING/AREA CHECK	2019-00020395		1029	
C	08/21/2019 22:31:13	AMB / MEDICAL EMERGENCY	2019-00021923	OBF19-1431	1029	103
C	08/26/2019 14:14:20	BUILDING/AREA CHECK	2019-00022305		1029	
C	01/11/2020 10:12:07	BUILDING/AREA CHECK	2020-00000911		1029	
C	02/18/2020 03:22:19	AMB / MEDICAL EMERGENCY	2020-00003639	OBA20-0127	1029	506
C	03/09/2020 10:53:20	BUILDING/AREA CHECK	2020-00005138		1029	
C	03/21/2020 17:33:00	BUSINESS CHECK	2020-00006063		1029	
C	04/27/2020 11:54:03	LITTERING	2020-00008551		1029	
C	04/27/2020 12:20:45	FOLLOW UP	2020-00008552		1029	

OSAGE BEACH POLICE DEPARTMENT

1000 City Parkway, Osage Beach, MO 65065

Address History Report

	Open Date / Time	Category	Event #	Complaint #	Street #	Apt / Ste.
C	05/07/2020 09:46:53	PARKING COMPLAINT	2020-00009338		1029	
C	09/08/2020 13:55:17	TRAFFIC STOP	2020-00020938		1029	
C	09/10/2020 13:50:21	BUILDING/AREA CHECK	2020-00021108		1029	
C	11/09/2020 13:10:40	BUSINESS CHECK	2020-00025909		1029	
C	11/17/2020 09:08:14	BUSINESS CHECK	2020-00026545		1029	
C	03/14/2021 16:09:22	BUILDING/AREA CHECK	2021-00004949		1029	
C	03/27/2021 17:41:35	BUILDING/AREA CHECK	2021-00005942		1029	
C	04/26/2021 10:28:42	BUSINESS CHECK	2021-00008384		1029	
C	04/28/2021 15:56:37	BUILDING/AREA CHECK	2021-00008621		1029	
C	05/06/2021 00:06:59	BUILDING/AREA CHECK	2021-00009450		1029	
C	05/29/2021 01:42:19	BUILDING/AREA CHECK	2021-00011837		1029	
C	05/30/2021 14:39:41	OTHER AGENCY ASSIST	2021-00012065	21-0536	1029	308
C	05/30/2021 16:48:17	FOLLOW UP	2021-00012079		1029	308
C	05/30/2021 17:25:38	DISTURBANCE / IN PROGRESS	2021-00012085		1029	308
C	06/07/2021 10:25:12	BUSINESS CHECK	2021-00012875		1029	
C	06/09/2021 14:18:15	BUILDING/AREA CHECK	2021-00013086		1029	
C	06/14/2021 14:30:13	BUILDING/AREA CHECK	2021-00013570		1029	
C	08/15/2021 10:10:02	BUILDING/AREA CHECK	2021-00019528		1029	
C	08/21/2021 23:20:19	AMB / MEDICAL EMERGENCY	2021-00020141	OB21-1391	1029	
C	08/22/2021 15:18:44	BUSINESS CHECK	2021-00020187		1029	
C	09/04/2021 10:51:59	BUILDING/AREA CHECK	2021-00021369		1029	
C	09/08/2021 16:49:31	BUILDING/AREA CHECK	2021-00021778		1029	
C	10/10/2021 17:06:39	TRAFFIC STOP	2021-00024455		1029	
C	10/16/2021 15:00:01	911 CALL / POLICE DISPATCHED	2021-00024920		1029	608
C	10/17/2021 08:25:29	BUILDING/AREA CHECK	2021-00024968		1029	
C	10/18/2021 09:17:48	911 CALL / POLICE DISPATCHED	2021-00025044		1029	608
C	10/27/2021 12:42:36	BUILDING/AREA CHECK	2021-00025746		1029	
C	11/21/2021 12:24:45	BUSINESS CHECK	2021-00027637		1029	
C	12/21/2021 18:15:13	911 CALL / POLICE DISPATCHED	2021-00029941		1029	607
C	12/29/2021 14:39:11	BUILDING/AREA CHECK	2021-00030475		1029	
C	01/15/2022 07:07:24	ALARM / BURGLARY	2022-00000913		1029	
C	03/01/2022 11:39:42	BUSINESS CHECK	2022-00004134		1029	
C	03/05/2022 19:21:55	MISSING PERSON	2022-00004490		1029	
C	03/17/2022 13:02:37	BUILDING/AREA CHECK	2022-00005355		1029	
C	03/20/2022 14:37:33	BUSINESS CHECK	2022-00005637		1029	
C	04/21/2022 11:49:23	BUILDING/AREA CHECK	2022-00008225		1029	
C	04/27/2022 12:24:07	BUSINESS CHECK	2022-00008789		1029	
C	05/27/2022 10:49:11	BUSINESS CHECK	2022-00011366		1029	
C	06/14/2022 06:39:04	ALARM / BURGLARY	2022-00013221		1029	
C	06/22/2022 20:51:53	PEDESTRIAN CHECK	2022-00014085		1029	
C	07/26/2022 16:36:53	911 CALL / NO POLICE DISPATCH	2022-00017594		1029	608
C	10/25/2022 14:00:39	911 CALL / POLICE DISPATCHED	2022-00025423		1029	608
C	10/28/2022 08:36:19	BUSINESS CHECK	2022-00025625		1029	
C	11/03/2022 11:52:11	BUSINESS CHECK	2022-00026120		1029	
C	12/26/2022 06:24:32	ALARM / BURGLARY	2022-00030633		1029	
C	01/06/2023 08:47:50	BUSINESS CHECK	2023-00000428		1029	
C	02/04/2023 10:35:07	BUSINESS CHECK	2023-00002673		1029	
C	03/12/2023 12:06:38	FIRE STILL (MISC) / STILL ALARM	2023-00005637	23-0367OBF	1029	
C	03/12/2023 16:59:59	FOLLOW UP	2023-00005647		1029	
C	03/13/2023 08:49:17	BUSINESS CHECK	2023-00005693		1029	
C	03/13/2023 08:54:43	TRAFFIC STOP	2023-00005694		1029	
C	03/20/2023 22:08:48	BUILDING/AREA CHECK	2023-00006372		1029	

OSAGE BEACH POLICE DEPARTMENT

1000 City Parkway, Osage Beach, MO 65065

Address History Report

	Open Date / Time	Category	Event #	Complaint #	Street #	Apt / Ste.
C	05/04/2023 10:50:06	BUSINESS CHECK	2023-00010122		1029	

OSAGE BEACH POLICE DEPARTMENT

1000 City Parkway, Osage Beach, MO 65065

Celebration Cruise

Address History Report

	Open Date / Time	Category	Event #	Complaint #	Street #	Apt / Ste.
C	05/20/2015 20:16:12	SUSP ACTIVITY	2015-00012190		5085	
C	05/24/2015 19:53:00	SUSP ACTIVITY	2015-00012656		5085	
C	03/12/2016 16:30:41	VEHICLE CHECK	2016-00005959		5085	
C	03/12/2016 17:25:14	PEDESTRIAN CHECK	2016-00005964		5085	
C	03/12/2016 20:00:34	BUILDING/AREA CHECK	2016-00005981		5085	
C	04/16/2016 09:38:38	ABANDONED VEHICLE	2016-00009069		5085	
C	05/07/2016 18:21:52	AMB / MEDICAL EMERGENCY	2016-00010838	OBF16-0597	5085	
C	05/08/2016 20:42:15	SUSP ACTIVITY	2016-00010924		5085	
C	06/08/2016 11:35:36	ABANDONED VEHICLE	2016-00013605		5085	
C	07/30/2016 23:02:04	BUILDING/AREA CHECK	2016-00019013		5085	
C	07/31/2016 17:35:55	VEHICLE CHECK	2016-00019063		5085	
C	01/03/2017 10:30:22	BUSINESS CHECK	2017-00000188		5085	
C	01/30/2017 08:41:07	BUSINESS CHECK	2017-00002526		5085	
C	02/02/2017 03:01:49	BUILDING/AREA CHECK	2017-00002803		5085	
C	02/17/2017 16:08:30	PEDESTRIAN CHECK	2017-00004234		5085	
C	02/18/2017 13:02:39	BUILDING/AREA CHECK	2017-00004314		5085	
C	03/23/2017 11:34:35	BUSINESS CHECK	2017-00007247		5085	
C	04/09/2017 08:19:16	PEDESTRIAN CHECK	2017-00008814		5085	
C	04/09/2017 08:29:18	OPEN DOOR/WINDOW	2017-00008816		5085	
C	04/09/2017 14:11:26	BUILDING/AREA CHECK	2017-00008854		5085	
C	04/22/2017 10:13:42	BUILDING/AREA CHECK	2017-00010047		5085	
C	04/24/2017 09:00:09	BUSINESS CHECK	2017-00010233		5085	
C	04/27/2017 16:15:44	VEHICLE CHECK	2017-00010564		5085	
C	04/30/2017 19:06:25	CHECK THE WELFARE	2017-00010842	17-0518	5085	
C	06/03/2017 16:17:36	VEHICLE CHECK	2017-00014329		5085	
C	06/04/2017 02:31:54	VEHICLE CHECK	2017-00014379		5085	
C	06/04/2017 16:16:23	BUILDING/AREA CHECK	2017-00014457		5085	
C	06/08/2017 01:09:02	VEHICLE CHECK	2017-00014815		5085	
C	06/16/2017 13:27:14	BUILDING/AREA CHECK	2017-00015712		5085	
C	06/16/2017 23:35:58	VEHICLE CHECK	2017-00015760		5085	
C	06/18/2017 10:40:53	BUILDING/AREA CHECK	2017-00015919		5085	
C	06/18/2017 17:21:15	BUILDING/AREA CHECK	2017-00015960		5085	
C	06/21/2017 17:37:53	AMB / MEDICAL EMERGENCY	2017-00016294	OBF17-0965	5085	
C	06/22/2017 23:11:44	VEHICLE CHECK	2017-00016424		5085	
C	06/24/2017 09:27:05	BUILDING/AREA CHECK	2017-00016546		5085	
C	06/29/2017 21:32:31	VEHICLE CHECK	2017-00017172		5085	
C	07/06/2017 22:12:17	VEHICLE CHECK	2017-00018199		5085	
C	07/12/2017 01:22:17	BUILDING/AREA CHECK	2017-00018754		5085	
C	07/20/2017 04:18:33	BUILDING/AREA CHECK	2017-00019743		5085	
C	07/29/2017 16:31:29	BUSINESS CHECK	2017-00020834		5085	
C	07/29/2017 16:32:58	BUILDING/AREA CHECK	2017-00020835		5085	
C	08/02/2017 11:23:47	VEHICLE CHECK	2017-00021303		5085	
C	08/04/2017 00:17:05	BUILDING/AREA CHECK	2017-00021530		5085	
C	08/20/2017 17:40:15	BUILDING/AREA CHECK	2017-00023369		5085	
C	08/26/2017 10:41:31	BUILDING/AREA CHECK	2017-00023998		5085	
C	09/14/2017 14:11:25	BUILDING/AREA CHECK	2017-00026117		5085	
C	09/23/2017 14:17:25	BUILDING/AREA CHECK	2017-00027080		5085	
C	11/05/2017 01:59:18	VEHICLE CHECK	2017-00031003		5085	
C	11/06/2017 23:34:43	BUILDING/AREA CHECK	2017-00031174		5085	
C	12/03/2017 17:46:29	BUILDING/AREA CHECK	2017-00033586		5085	
C	12/04/2017 19:41:05	ACCIDENT / W/INJURY	2017-00033696	17-1696	5085	
C	01/13/2018 17:50:07	BUILDING/AREA CHECK	2018-00001011		5085	

OSAGE BEACH POLICE DEPARTMENT

1000 City Parkway, Osage Beach, MO 65065

Address History Report

	Open Date / Time	Category	Event #	Complaint #	Street #	Apt / Ste.
C	01/27/2018 22:26:53	BUILDING/AREA CHECK	2018-00002225		5085	
C	01/28/2018 21:24:08	BUILDING/AREA CHECK	2018-00002300		5085	
C	02/19/2018 09:26:18	BUILDING/AREA CHECK	2018-00004283		5085	
C	03/01/2018 22:50:37	BUILDING/AREA CHECK	2018-00005196		5085	
C	03/11/2018 21:36:11	BUILDING/AREA CHECK	2018-00006026		5085	
C	03/15/2018 21:29:46	BUILDING/AREA CHECK	2018-00006407		5085	
C	03/20/2018 23:39:12	BUILDING/AREA CHECK	2018-00006900		5085	
C	03/23/2018 13:15:42	BUILDING/AREA CHECK	2018-00007133		5085	
C	03/25/2018 21:28:42	BUILDING/AREA CHECK	2018-00007318		5085	
C	04/03/2018 21:23:54	BUILDING/AREA CHECK	2018-00008128		5085	
C	04/04/2018 22:52:25	BUILDING/AREA CHECK	2018-00008252		5085	
C	04/08/2018 23:19:01	BUILDING/AREA CHECK	2018-00008574		5085	
C	04/11/2018 22:22:45	BUILDING/AREA CHECK	2018-00008858		5085	
C	04/17/2018 22:26:42	BUILDING/AREA CHECK	2018-00009426		5085	
C	04/30/2018 13:29:56	BUSINESS CHECK	2018-00010620		5085	
C	04/30/2018 23:03:08	BUILDING/AREA CHECK	2018-00010673		5085	
C	05/01/2018 23:07:18	BUILDING/AREA CHECK	2018-00010770		5085	
C	05/05/2018 22:06:14	BUILDING/AREA CHECK	2018-00011211		5085	
C	05/15/2018 23:33:46	BUILDING/AREA CHECK	2018-00012196		5085	
C	05/20/2018 13:09:25	PEDESTRIAN CHECK	2018-00012620		5085	
C	06/01/2018 11:09:47	BUSINESS CHECK	2018-00014114		5085	
C	06/06/2018 21:49:16	BUILDING/AREA CHECK	2018-00014688		5085	
C	06/17/2018 01:25:54	BUILDING/AREA CHECK	2018-00015731		5085	
C	07/06/2018 01:14:21	BUILDING/AREA CHECK	2018-00017891		5085	
C	07/10/2018 22:25:41	BUILDING/AREA CHECK	2018-00018469		5085	
C	07/19/2018 16:27:46	MOTORIST / ASSIST	2018-00019362		5085	
C	07/19/2018 22:21:02	BUILDING/AREA CHECK	2018-00019392		5085	
C	07/24/2018 09:15:23	HARASSMENT	2018-00019887		5085	
C	07/28/2018 17:27:08	HARASSMENT	2018-00020370		5085	
C	08/24/2018 12:03:00	VEHICLE CHECK	2018-00023179		5085	
C	09/07/2018 15:09:27	BUILDING/AREA CHECK	2018-00024823		5085	
C	12/29/2018 13:14:52	BUILDING/AREA CHECK	2018-00034524		5085	
C	01/07/2019 01:36:26	BUILDING/AREA CHECK	2019-00000520		5085	
C	04/23/2019 06:11:47	BUILDING/AREA CHECK	2019-00009846		5085	
C	06/25/2019 04:53:48	PROPERTY DAMAGE / OCCURRED	2019-00016000		5085	
C	06/25/2019 19:21:07	FOLLOW UP	2019-00016090		5085	
C	09/05/2019 23:24:20	BUILDING/AREA CHECK	2019-00023260		5085	
C	09/13/2019 13:58:30	BUILDING/AREA CHECK	2019-00023987		5085	
C	12/08/2019 04:07:27	BUILDING/AREA CHECK	2019-00031058		5085	
C	03/26/2020 12:20:43	VEHICLE CHECK	2020-00006459		5085	
C	04/04/2020 11:12:16	BUILDING/AREA CHECK	2020-00007070		5085	
C	05/01/2021 21:05:18	AMB / MEDICAL EMERGENCY	2021-00009006	OBF21-0548	5085	
C	07/01/2021 16:00:14	VEHICLE CHECK	2021-00015216		5085	
C	09/30/2022 16:11:08	AMB / MUTUAL-AID (WHEN CALLING ANOTHER DEPT)	2022-00023382		5085	

OSAGE BEACH POLICE DEPARTMENT

LAKEWOOD MARINA

1000 City Parkway, Osage Beach, MO 65065

Address History Report

	Open Date / Time	Category	Event #	Complaint #	Street #	Apt / Ste.
C	08/01/2013 23:20:39	TRAFFIC STOP	201300020359		5011	
C	09/30/2013 17:43:01	BUILDING/AREA CHECK	201300026526		5011	
C	12/17/2013 01:53:05	BUILDING/AREA CHECK	201300033197		5011	
C	04/18/2014 11:38:24	AMB / TRAUMA	201400009753	OBF14-0527	5011	
C	04/18/2014 12:28:40	FIRE BOAT / DISTRICT FIRST	201400009758	OBF14-0528	5011	
C	01/22/2016 13:54:49	BUSINESS CHECK	2016-00001806		5011	
C	01/28/2016 10:08:35	BUSINESS CHECK	2016-00002285		5011	
C	03/10/2016 12:57:35	STEALING / OCCURRED	2016-00005774		5011	
C	03/23/2016 14:45:41	BUILDING/AREA CHECK	2016-00006967		5011	
C	05/05/2016 10:40:56	STEALING / OCCURRED	2016-00010618		5011	
C	08/10/2016 01:27:14	TRAFFIC STOP	2016-00019957		5011	
C	10/08/2016 13:42:33	LOCKOUT	2016-00025274		5011	
C	03/09/2017 10:41:20	AMB / MEDICAL EMERGENCY	2017-00006021	OBF17-0366	5011	
C	06/28/2017 04:11:27	BUILDING/AREA CHECK	2017-00016940		5011	
C	05/21/2018 17:11:07	BUILDING/AREA CHECK	2018-00012747		5011	
C	06/09/2019 12:34:45	LITTERING	2019-00014495		5011	
C	07/15/2019 15:48:21	ABANDONED VEHICLE	2019-00018227		5011	
C	08/06/2019 12:53:15	BUILDING/AREA CHECK	2019-00020394		5011	
C	03/08/2020 04:51:22	CITIZEN ASSIST	2020-00005050		5011	
C	03/08/2020 05:11:48	FIRE STILL (MISC) / STILL ALARM	2020-00005051	OBF20-0343	5011	
C	07/24/2020 11:54:18	ABANDONED VEHICLE	2020-00016675		5011	
C	07/30/2020 11:55:15	VEHICLE CHECK	2020-00017213		5011	
C	08/15/2020 02:09:36	TRAFFIC STOP	2020-00018639		5011	
C	11/23/2020 11:48:04	ANIMAL CONTROL	2020-00027014		5011	
C	09/03/2021 15:51:08	ABANDONED VEHICLE	2021-00021279		5011	
C	04/25/2022 12:11:16	BURGLARY / OCCURRED	2022-00008581		5011	
C	10/30/2022 09:38:34	TRESPASSING	2022-00025789		5011	
C	11/21/2022 06:47:06	SUSP ACTIVITY	2022-00027666	22-1379	5011	

City of Osage Beach, MO

To: Cole Bradbury, City Attorney
From: Ron White, Building Official
cc: Jeana Woods, City Administrator
Date: May 9, 2023
Re: Oasis at Lakeport, Osage Beach (Compliance Inspection / Structures)

May 8, 2023, at approximately 9:00 a.m., Inspector Johns and I inspected multiple structures located on the Oasis at Lakeport property for the existence of code violations. The following items were noted during our inspections:

Garage Structure (Dangerous Building)

1. Fascia is dilapidated and rotted throughout.
2. The roof sheathing is rotted and has developed holes and fallen in.
3. Gutters are no longer adequately fastened.
4. The bottom plates of the exterior walls are rotted in areas.
5. Exterior walls are not properly anchored to resist lateral or uplift loading.
6. Some studs are rotted near the bottom.
7. Shingles are aged and failing.

House Near Garage (Dangerous / Nuisance)

1. Siding has rotted.
2. Soffit and fascia have rotted.
3. Multiple layers of aged shingles.
4. Window missing in door – open to pests.
5. Window sill and trim has rotted.
6. The ceiling appears to be falling in.

Two Story Structure, Units 16, 17, 18... (Dangerous Building)

1. The deck has rotted.
2. The guardrail has rotted.
3. The exterior door is missing.
4. The stairs have rotted.
5. Soffit and fascia have rotted
6. No joist hangers at deck rim / beam.
7. Exposed conductors and splices.

Clubhouse, midway down hill, boarded up (Dangerous Building)

1. The deck, guardrail, and steps are dilapidated / rotted.
2. The fascia is rotted.
3. Roof sheathing is questionable.
4. The siding is rotted.
5. Deck joists and floor joists lack lateral support / bracing, and do not appear to be fastened to resist uplift.
6. Multiple layers of aged shingles.

Lower Structure 36, 37, 38... (Dangerous areas)

1. Gutters hanging off.
2. The soffit and fascia are rotted.
3. The decks and railing are rotted.
4. The stairs are rotted and severely sloped.
5. Guardrail pickets are loose.
6. The door jamb is rotted.
7. Aged roof covering.

Lakefront Building, Deli-Sea Store (limited inspection access – Dangerous)

1. Parking lot guard rails are rotted.
2. The deck and guard rails are rotted.
3. Siding is rotted.
4. The soffit is rotted.

Big Thunder Marine Building(s)

1. Fascia exposed to weather.
2. Siding is exposed and missing in areas.
3. Portion of guardrail is missing.
4. Open / exposed conductors and junction.
5. Window frame and trim paint is flaking – weather exposure.

5027 – Clubhouse

1. The fascia and siding need to be painted.
2. Portions of the siding are rotted.

Block Well House

1. Roof dilapidated / failing.

The above list was created after limited access, exterior observations only. If you would prefer that these descriptions be more detailed or include Osage Beach Municipal Code section references, I am happy to provide that but due to current time constraints, I wanted to be sure to provide you with at least this “preliminary” report of our findings.

















































City of Osage Beach
Agenda Item Summary

Date of Meeting: June 1, 2023
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner

Agenda Item:
Public Hearing -- Rezoning Case 412 by Topsider Condominiums, LLC.

Requested Action:
Public Hearing

Ordinance Referenced for Action:
Board of Aldermen shall hold a public hearing on each application for an amendment to Zoning Map per Municipal Code Chapter 405 Zoning Regulations.

Deadline for Action:
Yes - 90 Day Rule

Budgeted Item:
Not Applicable

Budget Line Information (if applicable):
Not Applicable

Department Comments and Recommendation:
See reports and materials in the Case 421 agenda item.

City Attorney Comments:
Not Applicable

City Administrator Comments:
Not Applicable

City of Osage Beach
Agenda Item Summary

Date of Meeting: June 1, 2023
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner

Agenda Item:

Bill 23-46 - An ordinance of the City of Osage Beach, Missouri, adopting an amendment to the zoning map of the City of Osage Beach, Missouri by rezoning a parcel of land as described in Rezoning Case no. 421. *First Reading*

Requested Action:

First Reading of Bill #23-46

Ordinance Referenced for Action:

Board of Aldermen approval is required for an amendment to the Zoning Map per Municipal Code Chapter 405 Zoning Regulations.

Deadline for Action:

Yes - 90 Day Rule

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

See enclosed information. The Planning Commission reviewed the request at their meeting on May 9, 2023 and have forwarded it to the Board with a unanimous recommendation for approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-46 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ADOPTING AN AMENDMENT TO THE ZONING MAP OF THE CITY OF OSAGE BEACH, MISSOURI. BY REZONING 10.5 ACRES AS DESCRIBED IN REZONING CASE NO. 421

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

Section 1. That the real estate, generally described as 10.5 acres and contained in the legal description contained in Exhibit A, Exhibit B, Exhibit C, Exhibit D attached hereto is hereby amended to C-1 (General Commercial) and C-1b (Commercial Lodging) with a PUD 1 Overlay for 139 condo units, a restaurant, and a hotel.as under the terms and conditions contained in Exhibit B attached hereto in Rezoning Case No. 421.

See Exhibit A: Legal Description.
See Exhibit B: Legal Description
See Exhibit C: Legal Description
See Exhibit D: Conditions

Section 2. That the development as described herein and referred to as Case 421 shall conform to the provisions for the approved zones as listed in the Osage Beach Code of Ordinances.

Section 3. That this Ordinance shall be in full force and effect upon date of passage and the approval of the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.46 was duly passed , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby APPROVE Ordinance 23.46.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk
“EXHIBIT A”

LEGAL DESCRIPTION

All of Lots 1-8 of Topsider Subdivision, a subdivision of record in the Camden County Recorder's Office Plat Book 170, Page 49.

Subject to United States Highway No. 54, Osage Beach Parkway and to any other rights-of-way, easements, or restrictions of record or not.

“EXHIBIT B”

ZONING DESCRIPTION FOR:

TOPSIDERS CONDOMINIUM, LLC

SECTION:	12
TOWNSHIP:	39
RANGE:	16
COUNTY:	CAMDEN
DATE:	April 17, 2023

TRACT 2: C-1

A tract of land located in part of the south half of the northwest quarter of Section 12, Township 39 North, Range 16 West, Camden County, Missouri and being more particularly described as follows:

“COMMENCING at the center section corner of Section 12, Township 39 North, Range 16 West and running North 88 degrees 58 minutes 02 seconds West (record deed = West) along and with the south line of the northwest quarter of said Section 12 a distance of 564.50 feet; thence departing the said south line North 45 degrees 45 minutes 34 seconds West (record deed = North 45 degrees 05 minutes West) a distance of 1,069.07 feet to a point located on the northerly right-of-way of Osage Beach Parkway, also known as United States Highway No. 54, being the southerly common lot corner of two tracts of land recorded in Book 840 at Page 907 at the Camden County Recorder’s Office, thence North 72 degrees 24 minutes 43 seconds East (record deed = South 72 degrees 24 minutes 10 minutes West) a distance of 1.94 feet to an existing 5/8” iron pin with an aluminum cap right-of-way marker, thence North 76 degrees 37 minutes 38 seconds East (record deed = South 76 degrees 36 minutes 31 seconds West 137.84 feet) a distance of 137.89 feet to an existing 5/8” iron pin with an aluminum cap right-of-way marker, thence North 51 degrees 44 minutes 25 seconds East a distance of 3.89 feet to the P.C. of a non-tangent curve to the left having a radius of 1045.92 feet on the northerly right-of-way of Osage Beach Pkwy, thence along and with the said right-of-way curve in a northeasterly direction a distance of 400.72 feet to a point marking the P.T. of the said curve, said curve having a chord bearing and distance of North 37 degrees 05 minutes 43 seconds East 398.27 feet for the POINT OF BEGINNING; thence leaving said right-of-way North 63 degrees 52 minutes 46 seconds West 64.03 feet to the P.C. of a non-tangential 25.29 degree curve, thence along and with said curve in a southerly direction to the right a distance of 260.11 feet to the right, said curve having a radius of 589.19 feet and a chord bearing and distance of South 35 degrees 06 minutes 28 seconds West 258.00 feet to a point marking the P.T. of said curve, thence leaving said curve North 52 degrees 42 minutes 57 seconds West 35.38 feet, thence North 09 degrees 01 minutes 33 seconds West 187.05 feet, thence North 38 degrees 33 minutes 04 seconds West 137.39 feet, thence North 27 degrees 55 minutes 16 seconds West 60.54 feet to the north line of the south half of the northwest quarter of said Section 12, thence along and with said north line North 89 degrees 41 minutes 05 seconds East (record deed = West, South 89 degrees 40 minutes West) along and with the said north line 469.45 feet to an existing 1/2” iron pin on the northerly right-of-way of Osage Beach Pkwy, thence along and with said right-of-way South 27 degrees 00 minutes 12 seconds West 146.84 feet to a right-of-way marker marking the P.C. of a non-tangent curve to the right having a radius of 1045.92 feet on the northerly right-of-way of Osage Beach Pkwy, thence along and with the said right-of-way curve in a southwesterly direction a distance of 61.50 feet to a point marking the P.T. of the said curve, said curve having a chord bearing and distance of South 24 degrees 26 minutes 06 seconds West 61.49 feet returning to the POINT OF BEGINNING.”

Said tract having area of 87,250.88 square feet, or 2.00 acres, more or less.

Subject to United States Highway No. 54, Osage Beach Parkway and to any other rights-of-way,

easements or restrictions either of record or not.

The basis of bearings for this description is the Missouri State Plane Coordinate System.

Said description is created for the purposes of municipal zoning and not for real estate transactions.

END OF DESCRIPTION

“EXHIBIT C”

ZONING DESCRIPTION FOR:

TOPSIDERS CONDOMINIUM, LLC

SECTION:	12
TOWNSHIP:	39
RANGE:	16
COUNTY:	CAMDEN
DATE:	April 14, 2023

TRACT 1: C-1b

A tract of land located in part of the south half of the northwest quarter of Section 12, Township 39 North, Range 16 West, Camden County, Missouri and being more particularly described as follows:

“Commencing at the center section corner of Section 12, Township 39 North, Range 16 West and running North 88 degrees 58 minutes 02 seconds West (record deed = West) along and with the south line of the northwest quarter of said Section 12 a distance of 564.50 feet; thence departing the said south line North 45 degrees 45 minutes 34 seconds West (record deed = North 45 degrees 05 minutes West) a distance of 1,069.07 feet to a point located on the northerly right-of-way of Osage Beach Parkway, also known as United States Highway No. 54, being the southerly common lot corner of two tracts of land recorded in Book 840 at Page 907 at the Camden County Recorder’s Office, for the POINT OF BEGINNING; thence along and with the said northerly right-of-way the following five (5) bearings and distances: (1) South 72 degrees 24 minutes 43 seconds West (record deed = South 72 degrees 24 minutes 10 seconds West) a distance of 327.70 feet to an existing 5/8” iron pin with an aluminum cap right-of-way, (2) South 45 degrees 18 minutes 14 seconds East (record deed = North 46 degrees 16 minutes 54 seconds West, North 45 degrees 05 minutes West) a distance of 60.58 feet to an existing 5/8” iron pin with an aluminum cap right-of-way marker, (3) South 85 degrees 49 minutes 09 seconds West a distance of 154.71 feet to an existing 5/8” iron pin with an aluminum cap right-of-way marker, (4) South 78 degrees 27 minutes 45 seconds West (record deed = North 77 degrees 23 minutes 21 seconds East) a distance of 45.92 feet to an existing metal right-of-way marker and (5) South 78 degrees 26 minutes 46 seconds West a distance of 123.30 feet to an existing iron pin located on the 662 contour of the Lake of the Ozarks; thence along and with the said 662 contour the following twenty-six (26) bearings and distances: (1) North 01 degree 47 minutes 54 seconds West (record deed = South 03 degrees 17 minutes 27 seconds East) a distance of 33.48 feet, (2) North 00 degrees 40 minutes 35 seconds East (record deed = South 00 degrees 18 minutes 15 seconds West) a distance of 59.15 feet, (3) North 15 degrees 33 minutes 52 seconds East (record deed = South 14 degrees 35 minutes 02 seconds West) a distance of 29.56 feet, (4) North 37 degrees 22 minutes 22 seconds East (record deed = South 36 degrees 23 minutes 32 seconds West) a distance of 62.81 feet, (5) North 40 degrees 09 minutes 36 seconds East (record deed = South 39 degrees 10 minutes 46 seconds West) a distance of 51.29 feet, (6) North 65 degrees 38 minutes 49 seconds East (record deed = South 64 degrees 39 minutes 59 seconds West) a distance of 17.39 feet, (7) North 43 degrees 22 minutes 34 seconds East (record deed = South 42 degrees 23 minutes 44 seconds West) a distance of 21.64 feet and (8) North 60 degrees 25 minutes 23 seconds East (record deed = South 58 degrees 32 minutes 05 seconds West 15.02 feet) a distance of 15.09 feet to an existing pk nail, (9) North 35 degrees 16 minutes 49 seconds East a distance of 36.99 feet, (10) North 37 degrees 08 minutes 27 seconds East a distance of 42.51 feet, (11) North 58 degrees 43 minutes 16 seconds East a distance of 62.67 feet, (12) North 56 degrees 02 minutes 17 seconds East a distance of 27.28 feet, (13) North 45 degrees 05 minutes 13 seconds East a distance of 26.64 feet, (14) North 45 degrees 17 minutes 20 seconds East a distance of 14.84 feet, (15) North 38 degrees 15 minutes 15 seconds East a distance of 11.09 feet, (16) North 22 degrees 31 minutes 16 seconds East a distance of 9.74 feet, (17) North 12 degrees 21 minutes 48 seconds East a distance of 16.07 feet, (18) North 01 degrees 08 minutes 29 seconds East a distance of 9.37 feet,

(19) North 14 degrees 59 minutes 43 seconds West a distance of 32.06 feet, (20) North 57 degrees 52 minutes 55 seconds West a distance of 45.03 feet, (21) North 61 degrees 49 minutes 13 seconds West a distance of 121.61 feet, (22) North 44 degrees 46 minutes 53 seconds West a distance of 22.43 feet, (23) North 37 degrees 11 minutes 24 seconds West a distance of 39.63 feet, (24) North 28 degrees 34 minutes 08 seconds West a distance of 45.74 feet, (25) North 04 degrees 43 minutes 21 seconds West a distance of 58.27 and (26) North 13 degrees 58 minutes 19 seconds East a distance of 39.41 feet to a point located on the north line of the south half of the northwest quarter of said Section 12, thence departing the said 662 contour North 89 degrees 41 minutes 05 seconds East (record deed = West, South 89 degrees 40 minutes West and West) along and with the said north line a distance of 512.41 feet, thence departing said north line of the south half of the northwest quarter of said Section 12 South 27 degrees 55 minutes 16 seconds East 60.54 feet, thence South 38 degrees 33 minutes 04 seconds East 137.39 feet, thence South 09 degrees 01 minutes 33 seconds East 187.05 feet, thence South 52 degrees 42 minutes 57 seconds East 35.38 feet to the P.C. of a non-tangential 25.29 degree curve to the left, said curve having a radius of 589.19 feet and a chord bearing and distance of North 35 degrees 06 minutes 28 seconds 258.00 feet, thence in a northeasterly direction along said curve a distance of 260.11 feet to the P.T. of said curve, thence leaving said curve South 63 degrees 52 minutes 46 seconds East 64.03 feet to a non-tangent curve to the right having a radius of 1045.92 feet on the northerly right-of-way of Osage Beach Pkwy, thence along and with the said right-of-way curve in a southwesterly direction a distance of 400.72 feet to a point marking the P.T. of the said curve, said curve having a chord bearing and distance of South 37 degrees 05 minutes 43 seconds West 398.27 feet, thence departing said curve South 51 degrees 44 minutes 25 seconds West a distance of 3.89 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker, thence South 76 degrees 37 minutes 38 seconds West (record deed = South 76 degrees 36 minutes 31 seconds West 137.84 feet) a distance of 137.89 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker, thence South 72 degrees 24 minutes 43 seconds West a distance of 1.94 feet, returning to the POINT OF BEGINNING."

Said tract having area of 370,060.21 square feet, or 8.50 acres, more or less.

Subject to United States Highway No. 54, Osage Beach Parkway and to any other rights-of-way, easements or restrictions either of record or not.

The basis of bearings for this description is the Missouri State Plane Coordinate System.

Said description is created for the purposes of municipal zoning and not for real estate transactions.

END OF DESCRIPTION

“EXHIBIT D”

Permitted Uses:

The development as illustrated in the submitted site development plan:

- 1) 147 condominium units
- 2) Minimum 72 room hotel facility with a 250-seat restaurant facility within the same structure.

Construction of the hotel and restaurant facilities can vary from the illustrated site plan to accommodate varying design preferences of the ownership provided the use requirements, parking requirements, and all other Building and Zoning Codes can be met.

Any other proposed use that deviates from the uses permitted in the above listed regulatory documents will require an amendment to the approved PUD.

Construction:

Construction shall be in accordance with the Building Codes as adopted by the City of Osage Beach at the time of Building Permit acquisition for each individual facility.

Bulk, Area, and Height Requirements:

Shall be in conformance with the Building Code, the final PUD document, and the Project Development Plan.

Public Facilities:

Engineering plans for water, streets, and sewer improvements will be submitted with the preliminary plat. These plans, including a drainage plan, must be submitted and approved prior to development. Coordination with the City Engineer is required to ensure that all public improvements are sized and designed to accommodate future phases of development and adjacent properties.

1. All required public improvements will be constructed by the applicants or subsequent owner(s). Financial assurances must be provided in conjunction with the preliminary and final plats.
2. Any infrastructure to be dedicated to the City of Osage Beach into any of the public systems must go through the required procedure for acceptance by the City.
3. Any existing Public Rights of Way to be vacated as part of this development must also go through the proper procedure as required by the City Code of Ordinances for the vacation of roads.

Access:

Access shall be derived from Osage Beach Parkway as illustrated in the PUD Site Plan. All street construction or improvements to the existing roads must conform to the city design guidelines.

Parking:

All development shall, at minimum, adhere to Osage Beach off-street parking requirements and the parking requirements as established in the final PUD Document at the time that it is constructed.

Buffering and Screening:

Buffering and screening shall be required as per the Osage Beach Zoning Code for the C-1 (General Commercial) and C-1b (Commercial Lodging) zones.

Exterior Lighting:

1. Exterior lighting shall be designed, located and constructed to eliminate or significantly reduce glare and/or a general increase in lighting intensity within the adjoining existing residential area(s). Additionally, all exterior lighting shall be so arranged and shielded so as to confine all direct light rays within the boundaries of this district.
2. All street lighting proposed shall meet the City's standards for street lighting for the specific designation for each roadway (thoroughfare, collector, local etc.). Applicants should coordinate with the City's Engineering Department on street lighting installations.

Signage:

All signage within the PUD District will be required to meet the city sign code and a permit must be acquired from the city prior to construction or placement of all signage whether it is a development wide or individual facility sign.

Maintenance of Open Space and Common Areas:

The maintenance of common area and facilities within the District shall remain the responsibility of the developer(s) or shall be assumed by a legally constituted property owners association that meets all the legal requirements prescribed by the City Attorney.

Platting:

All development within this PUD must be platted in accordance with Osage Beach Subdivision Regulations. The uses permitted and the intensity of development as prescribed by the approval of this PUD shall not be subject for review during the platting process.

Final Development Plan:

1. A final PUD development plan for the property has been submitted to the Planning Department and is enclosed in your packet. The submitted document is in line with the recommendations within this report and is ready for the Planning Commission to review and make a recommendation to the Board of Aldermen.
2. The preliminary plat and final plats will require complete review and approval as specified in the City of Osage Beach Subdivision Code.



MILLER COMPANIES

Engineering • Land Surveying • Environmental Services

P.O. BOX 282, OSAGE BEACH, MO 65065

Eng. (573)348-9799 Surv. (573)348-5552 Fax (573)348-2894

www.themillercos.com

ZONING DESCRIPTION FOR:

TOPSIDERS CONDOMINIUM, LLC

SECTION: 12

TOWNSHIP: 39

RANGE: 16

COUNTY: CAMDEN

DATE: April 14, 2023

TRACT 1: C-1b

A tract of land located in part of the south half of the northwest quarter of Section 12, Township 39 North, Range 16 West, Camden County, Missouri and being more particularly described as follows:

“Commencing at the center section corner of Section 12, Township 39 North, Range 16 West and running North 88 degrees 58 minutes 02 seconds West (record deed = West) along and with the south line of the northwest quarter of said Section 12 a distance of 564.50 feet; thence departing the said south line North 45 degrees 45 minutes 34 seconds West (record deed = North 45 degrees 05 minutes West) a distance of 1,069.07 feet to a point located on the northerly right-of-way of Osage Beach Parkway, also known as United States Highway No. 54, being the southerly common lot corner of two tracts of land recorded in Book 840 at Page 907 at the Camden County Recorder’s Office, for the POINT OF BEGINNING; thence along and with the said northerly right-of-way the following five (5) bearings and distances: (1) South 72 degrees 24 minutes 43 seconds West (record deed = South 72 degrees 24 minutes 10 seconds West) a distance of 327.70 feet to an existing 5/8” iron pin with an aluminum cap right-of-way, (2) South 45 degrees 18 minutes 14 seconds East (record deed = North 46 degrees 16 minutes 54 seconds West, North 45 degrees 05 minutes West) a distance of 60.58 feet to an existing 5/8” iron pin with an aluminum cap right-of-way marker, (3) South 85 degrees 49 minutes 09 seconds West a distance of 154.71 feet to an existing 5/8” iron pin with an aluminum cap right-of-way marker, (4) South 78 degrees 27 minutes 45 seconds West (record deed = North 77 degrees 23 minutes 21 seconds East) a distance of 45.92 feet to an existing metal right-of-way marker and (5) South 78 degrees 26 minutes 46 seconds West a distance of 123.30 feet to an existing iron pin located on the 662 contour of the Lake of the Ozarks; thence along and with the said 662 contour the following twenty-six (26) bearings and distances: (1) North 01 degree 47 minutes 54 seconds West (record deed = South 03 degrees 17 minutes 27 seconds East) a distance of 33.48 feet, (2) North 00 degrees 40 minutes 35 seconds East (record deed = South 00 degrees 18 minutes 15 seconds West) a distance of 59.15 feet, (3) North 15 degrees 33 minutes 52 seconds East (record deed = South 14 degrees 35 minutes 02 seconds West) a distance of 29.56 feet, (4) North 37 degrees 22 minutes 22 seconds East (record deed = South 36 degrees 23 minutes 32 seconds West) a distance of 62.81 feet, (5) North 40 degrees 09 minutes 36 seconds East (record deed = South 39 degrees 10 minutes 46 seconds West) a distance of 51.29 feet, (6) North 65 degrees 38 minutes 49 seconds East (record deed = South 64 degrees 39 minutes 59 seconds West) a distance of 17.39 feet, (7) North 43 degrees 22 minutes 34 seconds East (record deed = South 42 degrees 23 minutes 44 seconds West) a distance of 21.64 feet and (8) North 60 degrees 25 minutes 23 seconds East (record deed = South 58 degrees 32 minutes 05 seconds West 15.02 feet) a distance of 15.09 feet to an existing pk nail, (9) North 35 degrees 16 minutes 49 seconds East a distance of 36.99 feet, (10) North 37 degrees 08 minutes 27 seconds East a distance of 42.51 feet, (11) North 58 degrees 43 minutes 16 seconds East a distance of 62.67 feet, (12) North 56 degrees 02 minutes 17 seconds East a distance of 27.28 feet, (13) North 45 degrees 05 minutes 13 seconds East a distance of 26.64 feet, (14) North 45 degrees 17 minutes 20 seconds East a distance of 14.84 feet, (15) North 38 degrees 15 minutes 15 seconds East a distance of 11.09 feet, (16) North 22 degrees 31 minutes 16 seconds East a distance of 9.74 feet, (17) North 12 degrees 21 minutes 48 seconds East a distance of 16.07 feet, (18) North 01 degrees 08 minutes 29

seconds East a distance of 9.37 feet, (19) North 14 degrees 59 minutes 43 seconds West a distance of 32.06 feet, (20) North 57 degrees 52 minutes 55 seconds West a distance of 45.03 feet, (21) North 61 degrees 49 minutes 13 seconds West a distance of 121.61 feet, (22) North 44 degrees 46 minutes 53 seconds West a distance of 22.43 feet, (23) North 37 degrees 11 minutes 24 seconds West a distance of 39.63 feet, (24) North 28 degrees 34 minutes 08 seconds West a distance of 45.74 feet, (25) North 04 degrees 43 minutes 21 seconds West a distance of 58.27 and (26) North 13 degrees 58 minutes 19 seconds East a distance of 39.41 feet to a point located on the north line of the south half of the northwest quarter of said Section 12, thence departing the said 662 contour North 89 degrees 41 minutes 05 seconds East (record deed = West, South 89 degrees 40 minutes West and West) along and with the said north line a distance of 512.41 feet, thence departing said north line of the south half of the northwest quarter of said Section 12 South 27 degrees 55 minutes 16 seconds East 60.54 feet, thence South 38 degrees 33 minutes 04 seconds East 137.39 feet, thence South 09 degrees 01 minutes 33 seconds East 187.05 feet, thence South 52 degrees 42 minutes 57 seconds East 35.38 feet to the P.C. of a non-tangential 25.29 degree curve to the left, said curve having a radius of 589.19 feet and a chord bearing and distance of North 35 degrees 06 minutes 28 seconds 258.00 feet, thence in a northeasterly direction along said curve a distance of 260.11 feet to the P.T. of said curve, thence leaving said curve South 63 degrees 52 minutes 46 seconds East 64.03 feet to a non-tangent curve to the right having a radius of 1045.92 feet on the northerly right-of-way of Osage Beach Pkwy, thence along and with the said right-of-way curve in a southwesterly direction a distance of 400.72 feet to a point marking the P.T. of the said curve, said curve having a chord bearing and distance of South 37 degrees 05 minutes 43 seconds West 398.27 feet, thence departing said curve South 51 degrees 44 minutes 25 seconds West a distance of 3.89 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker, thence South 76 degrees 37 minutes 38 seconds West (record deed = South 76 degrees 36 minutes 31 seconds West 137.84 feet) a distance of 137.89 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker, thence South 72 degrees 24 minutes 43 seconds West a distance of 1.94 feet, returning to the POINT OF BEGINNING."

Said tract having area of 370,060.21 square feet, or 8.50 acres, more or less.

Subject to United States Highway No. 54, Osage Beach Parkway and to any other rights-of-way, easements or restrictions either of record or not.

The basis of bearings for this description is the Missouri State Plane Coordinate System.

Said description is created for the purposes of municipal zoning and not for real estate transactions.

END OF DESCRIPTION

For Zoning
Not for Recording

Ricky L. Wilson
MO. REG. NO. L.S. 2638



MILLER COMPANIES

Engineering • Land Surveying • Environmental Services

P.O. BOX 282, OSAGE BEACH, MO 65065

Eng. (573)348-9799 Surv. (573)348-5552 Fax (573)348-2894

www.themillercos.com

ZONING DESCRIPTION FOR:

TOPSIDERS CONDOMINIUM, LLC

SECTION: 12

TOWNSHIP: 39

RANGE: 16

COUNTY: CAMDEN

DATE: April 17, 2023

TRACT 2: C-1

A tract of land located in part of the south half of the northwest quarter of Section 12, Township 39 North, Range 16 West, Camden County, Missouri and being more particularly described as follows:

“COMMENCING at the center section corner of Section 12, Township 39 North, Range 16 West and running North 88 degrees 58 minutes 02 seconds West (record deed = West) along and with the south line of the northwest quarter of said Section 12 a distance of 564.50 feet; thence departing the said south line North 45 degrees 45 minutes 34 seconds West (record deed = North 45 degrees 05 minutes West) a distance of 1,069.07 feet to a point located on the northerly right-of-way of Osage Beach Parkway, also known as United States Highway No. 54, being the southerly common lot corner of two tracts of land recorded in Book 840 at Page 907 at the Camden County Recorder’s Office, thence North 72 degrees 24 minutes 43 seconds East (record deed = South 72 degrees 24 minutes 10 minutes West) a distance of 1.94 feet to an existing 5/8” iron pin with an aluminum cap right-of-way marker, thence North 76 degrees 37 minutes 38 seconds East (record deed = South 76 degrees 36 minutes 31 seconds West 137.84 feet) a distance of 137.89 feet to an existing 5/8” iron pin with an aluminum cap right-of-way marker, thence North 51 degrees 44 minutes 25 seconds East a distance of 3.89 feet to the P.C. of a non-tangent curve to the left having a radius of 1045.92 feet on the northerly right-of-way of Osage Beach Pkwy, thence along and with the said right-of-way curve in a northeasterly direction a distance of 400.72 feet to a point marking the P.T. of the said curve, said curve having a chord bearing and distance of North 37 degrees 05 minutes 43 seconds East 398.27 feet for the POINT OF BEGINNING; thence leaving said right-of-way North 63 degrees 52 minutes 46 seconds West 64.03 feet to the P.C. of a non-tangential 25.29 degree curve, thence along and with said curve in a southerly direction to the right a distance of 260.11 feet to the right, said curve having a radius of 589.19 feet and a chord bearing and distance of South 35 degrees 06 minutes 28 seconds West 258.00 feet to a point marking the P.T. of said curve, thence leaving said curve North 52 degrees 42 minutes 57 seconds West 35.38 feet, thence North 09 degrees 01 minutes 33 seconds West 187.05 feet, thence North 38 degrees 33 minutes 04 seconds West 137.39 feet, thence North 27 degrees 55 minutes 16 seconds West 60.54 feet to the north line of the south half of the northwest quarter of said Section 12, thence along and with said north line North 89 degrees 41 minutes 05 seconds East (record deed = West, South 89 degrees 40 minutes West) along and with the said north line 469.45 feet to an existing 1/2” iron pin on the northerly right-of-way of Osage Beach Pkwy, thence along and with said right-of-way South 27 degrees 00 minutes 12 seconds West 146.84 feet to a right-of-way marker marking the P.C. of a non-tangent curve to the right having a radius of 1045.92 feet on the northerly right-of-way of Osage Beach Pkwy, thence along and with the said right-of-way curve in a southwesterly direction a distance of 61.50 feet to a point marking the P.T. of the said curve, said curve having a chord bearing and distance of South 24 degrees 26 minutes 06 seconds West 61.49 feet returning to the POINT OF BEGINNING.”

Said tract having area of 87,250.88 square feet, or 2.00 acres, more or less.

Subject to United States Highway No. 54, Osage Beach Parkway and to any other rights-of-way, easements or restrictions either of record or not.

The basis of bearings for this description is the Missouri State Plane Coordinate System.

Said description is created for the purposes of municipal zoning and not for real estate transactions.

END OF DESCRIPTION

For Zoning
Not for Recording

Ricky L. Wilson
MO. REG. NO. L.S. 2638

LEGAL DESCRIPTION

All of Lots 1-8 of Topsider Subdivision, a subdivision of record in the Camden County Recorder's Office Plat Book 170, Page 49.

Subject to United States Highway No. 54, Osage Beach Parkway and to any other rights-of-way, easements, or restrictions of record or not.

**PLANNING DEPARTMENT
REPORT TO THE
PLANNING COMMISSION**

Date:	May 9, 2023	Case Number:	421
--------------	-------------	---------------------	-----

<u>Applicant:</u>	Topsider Condominiums, LLC.		
<u>Location:</u>	Osage Beach Parkway to Topsider Lane		
<u>Petition:</u>	PUD 1 Overlay amendment to allow 147 condominium units on 8.5 acres and a hotel/restaurant on the remaining 2 acres.		
<u>Existing Use:</u>	Currently has condo buildings from the original approval occupied with more units under construction.		
<u>Zoning:</u>	C-1 (General Commercial) and C-1b (Commercial Lodging) with a PUD 1 Overlay for 139 condo units, a restaurant, and a hotel.		
<u>Tract Size:</u>	10.5 acres		
	<u>Surrounding Zoning:</u>	<u>Surrounding Land Use:</u>	
<u>North:</u>	R-1b (Single Family)	Mcfield Subdivision	
<u>South:</u>	C-1 (General Commercial)	Osage Beach Pkwy Corridor	
<u>East:</u>	C-1 (General Commercial)	Osage Beach Pkwy Corridor	
<u>West:</u>	LU (Lake Use)	Lake of the Ozarks	

The Osage Beach Comprehensive Plan
Designates this area as appropriate for: Heavy Traffic Commercial

<u>Rezoning History</u>	<u>Case #</u>	<u>Date</u>
--------------------------------	----------------------	--------------------

N/A

Utilities

<u>Water:</u>	City	<u>Gas:</u>	Summit
<u>Electricity:</u>	Ameren UE	<u>Sewer:</u>	City

Access: Property derives access from Osage Beach Parkway.

Analysis:

1. The applicants are the owners of the 10.5 acres in question. The property is currently zoned C-1 (General Commercial) and C-1b (Commercial Lodging) with a PUD 1 Overlay for 139 condo units, a restaurant, and a hotel.
2. The applicant is requesting an amendment to the current PUD to allow an additional eight (8) condominium units while combining the restaurant and hotel, required by the original PUD, into a single facility. Combining the restaurant and hotel into one facility will allow them the flexibility to add the needed property to the condominium portion of the development that is required to meet the density requirements for the additional eight units that are being proposed. If amended, the PUD will continue to assure the uses within the development are limited to the subject resort residential and commercial uses and will provide protection for the buyers of the condo units themselves. The PUD will also allow the three uses in the development to share the parking amenities for the overall development which provide the necessary number of spaces for each of the uses.
3. As you can see on the new site development plan, the C-1b (condo development) portion of the development is comprised of 8.5 acres while the C-1 (hotel, restaurant) area consists of the remaining 2.0 acres.
4. The existing entrance into the property will provide access to the development.
5. The character of surrounding development is primarily commercial with the highway commercial corridor. Mcfield subdivision is located to the North, the proposed use should provide them with a less intense use than what has taken place on the subject property in the past.
6. The development will be required to meet the zoning code requirements of the specific zones that each use falls in unless otherwise listed with the PUD permitted uses. All construction is required to meet the Building Codes that have been adopted at the time in which the Building Permit is issued for each specific building. The Osage Beach Design Guidelines will be followed in the design and construction of the developmental services (sewer, water, streets, etc.).

Department Comments and Recommendations:

The PUD is a zoning tool to offer flexibility within the rigid zoning districts by allowing mixed-use developments that adhere to the goals and objectives of the Comprehensive Plan. In this situation we have an amazing piece of commercially zoned property that was once the home of the Topsider Lakefront Entertainment venue. The Topsider provided the City, its People, and visitors a place to enjoy each other and the activities that make this lake a destination for people from all over our country for nearly 40 years. This piece of property is one of two like it in our community. It has lake frontage, Osage Beach Parkway frontage, and direct access to the Highway 54 Interchange. Obviously, those aspects are hard to come by making this piece very valuable to both the owners and the community.

When the original request was approved back in 2020, it was important to the City to maintain some commercial activity on the subject property so it would have continued income value for the community. At the time, the applicant submitted a plan that had both a restaurant and a hotel, in separate facilities, which required more property for the development and the necessary amenities of those uses. The applicant is now planning to combine the restaurant and hotel uses into one facility giving them slightly more property to devote to increasing the density of the condo development by 7 units to a total of 147 units.

Keep in mind that once this request is approved, the only development that can take place within the PUD District are those that conform to the permitted uses and regulations of the PUD itself. This includes everything from facility construction to infrastructure development.

Keeping in mind the existing conditions of the subject property, a recommendation of Heavy Traffic Commercial for the property by the Comprehensive Plan, I believe the proposed amendment will be a benefit to the developer while still accomplishing the commercial use goals of the community; **the Planning Department recommends approval of this request subject to the following provisions:**

Permitted Uses:

The development as illustrated in the submitted site development plan:

- 1) 147 condominium units
- 2) Minimum 72 room hotel facility with a 250-seat restaurant facility within the same structure.

Construction of the hotel and restaurant facilities can vary from the illustrated site plan to accommodate varying design preferences of the ownership provided the use requirements, parking requirements, and all other Building and Zoning Codes can be met.

Any other proposed use that deviates from the uses permitted in the above listed regulatory documents will require an amendment to the approved PUD.

Construction:

Construction shall be in accordance with the Building Codes as adopted by the City of Osage Beach at the time of Building Permit acquisition for each individual facility.

Bulk, Area, and Height Requirements:

Shall be in conformance with the Building Code, the final PUD document, and the Project Development Plan.

Public Facilities:

Engineering plans for water, streets, and sewer improvements will be submitted with the preliminary plat. These plans, including a drainage plan, must be submitted and approved prior to development. Coordination with the City Engineer is required to ensure that all public improvements are sized and designed to accommodate future phases of development and adjacent properties.

1. All required public improvements will be constructed by the applicants or subsequent owner(s). Financial assurances must be provided in conjunction with the preliminary and final plats.
2. Any infrastructure to be dedicated to the City of Osage Beach into any of the public systems must go through the required procedure for acceptance by the City.
3. Any existing Public Rights of Way to be vacated as part of this development must also go through the proper procedure as required by the City Code of Ordinances for the vacation of roads.

Access:

Access shall be derived from Osage Beach Parkway as illustrated in the PUD Site Plan. All street construction or improvements to the existing roads must conform to the city design guidelines.

Parking:

All development shall, at minimum, adhere to Osage Beach off-street parking requirements and the parking requirements as established in the final PUD Document at the time that it is constructed.

Buffering and Screening:

Buffering and screening shall be required as per the Osage Beach Zoning Code for the C-1 (General Commercial) and C-1b (Commercial Lodging) zones.

Exterior Lighting:

1. Exterior lighting shall be designed, located and constructed to eliminate or significantly reduce glare and/or a general increase in lighting intensity within the adjoining existing residential area(s). Additionally, all exterior lighting shall be so arranged and shielded so as to confine all direct light rays within the boundaries of this district.
2. All street lighting proposed shall meet the City's standards for street lighting for the specific designation for each roadway (thoroughfare, collector, local etc.). Applicants should coordinate with the City's Engineering Department on street lighting installations.

Signage:

All signage within the PUD District will be required to meet the city sign code and a permit must be acquired from the city prior to construction or placement of all signage whether it is a development wide or individual facility sign.

Maintenance of Open Space and Common Areas:

The maintenance of common area and facilities within the District shall remain the responsibility of the developer(s) or shall be assumed by a legally constituted property owners association that meets all the legal requirements prescribed by the City Attorney.

Platting:

All development within this PUD must be platted in accordance with Osage Beach Subdivision Regulations. The uses permitted and the intensity of development as prescribed by the approval of this PUD shall not be subject for review during the platting process.

Final Development Plan:

1. A final PUD development plan for the property has been submitted to the Planning Department and is enclosed in your packet. The submitted document is in line with the recommendations within this report and is ready for the Planning Commission to review and make a recommendation to the Board of Aldermen.
2. The preliminary plat and final plats will require complete review and approval as specified in the City of Osage Beach Subdivision Code.



Date Received: 4.19.23
Case # 4421

REZONING/SPECIAL USE PERMIT APPLICATION

1. Name of property owner: Topsider Condominiums, LLC Phone: (573) 216-1974

Address: P. O. Box 450 City: Osage Beach State: MO Zip: 65065

List all owners of the property. If corporation or partnership, list names, addresses and phone numbers of principal officers or partners: Stuart Dabbs PO Box 450 Osage Beach - 314-680-0681

Richard Friend PO Box 450 Osage Beach - 573-760-3407 Chris Ahring
PO Box 450 Osage Beach 573-701-3121 John Lock PO Box 450 Osage Beach 573-216-1974

2. Name of landowner's representative, if different from above: John Lock Phone: 573-216-1974

Address: PO Box 450 City: Osage Beach State: MO Zip: 65065

3. All correspondence relative to this application should be directed to whom? John Lock

Address: P.O. Box 450 City: Osage Beach State: MO Zip: 65065

4. General location of property to be rezoned or for which special use permit is sought (include street numbers for existing structures):

Address: 1065 Topsider Lane City: Osage Beach State: MO Zip: 65065

NE Corner of HWY 54 Grand Glaize Bridge.

5. Do you have a specific use proposed for this property? ☒ Yes ☐ No

Explain all uses: Commercial Area: 5-story 72-room hotel with 250-seat restaurant on 87,265 ft² of the property.

Condominium Area: 5 buildings totaling 147 units on 370,070 ft² of the property.

6. Area of property in square feet or acres: 457,335 ft² or 10.50 acres

7. Current zoning classification: C-1 & C-1b with PUD 1 overlay for the development of condominiums, a hotel & a restaurant

8. Sources of utilities: Water: City of Osage Beach Gas: Summit Natural Gas

Sewer: City of Osage Beach Electric: Ameren Missouri

9. Proposed zoning classification: None, Amend PUD to increase condominium units from 139 units to 147 units

10. How long have you owned this property? 2 years

11. Current use of property (describe all improvements): Condominiums with future hotel and restaurant

12. Current use of all property adjacent to subject property: North: Residential

South: US Highway 54

East: Commercial

West: Commercial Condominiums

13. If zoning district or comparable use to that proposed adjoins or lies within the vicinity of subject property, please describe the use and its location:

Condominiums exist nearby

14. Do you own property abutting or in the vicinity of the subject property? ☒ Yes ☐ No

If yes, where is the property located and why was it not included with this application?

15. Do any private covenants or restrictions encumber the subject property which could be in conflict with the proposed zoning classification? ☐ Yes ☒ No

If yes, please remit copy of restrictions with Recorder of Deeds Book and Page number.

16. To your knowledge, has any previous application for the reclassification of the subject property been submitted? ☒ Yes ☐ No

17. How, in your opinion, will the rezoning affect public facilities (sewer, water, schools, roads, etc.), and what mitigating measures are proposed to address these problems, if any? Please include a letter from or regarding, City Engineering Department reviews of proposed zoning.

The necessary infrastructure improvements have been installed to support the 8 additional units.

18. How, in your opinion, will rezoning affect adjacent properties and what mitigating measures are proposed to address these problems, if any?

No problems are foreseen.

19. List the reasons why, in your opinion, this application for rezoning/special use permit should be granted (may be left blank if adequately described in letter to Planning Commission):

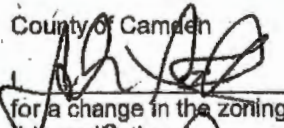
The request for 8 additional condominium units will not change the overall scope of the project for mixed-use development. The space necessary for parking and the additional units is available on site without reducing the commercial part of the development.

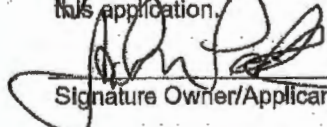
Notary Information

State of Missouri }

ss

County of Camden }

 owner/applicant, having read the procedures and instructions, make application for a change in the zoning district boundary lines as shown on the zoning maps of the City of Osage Beach, Missouri and explained in this application.

 Signature Owner/Applicant

Date:

Subscribed and sworn to before me on this

4th

day of

April, 2023

Notary Public:

My Commission Expires:

Person Accepting this Application:

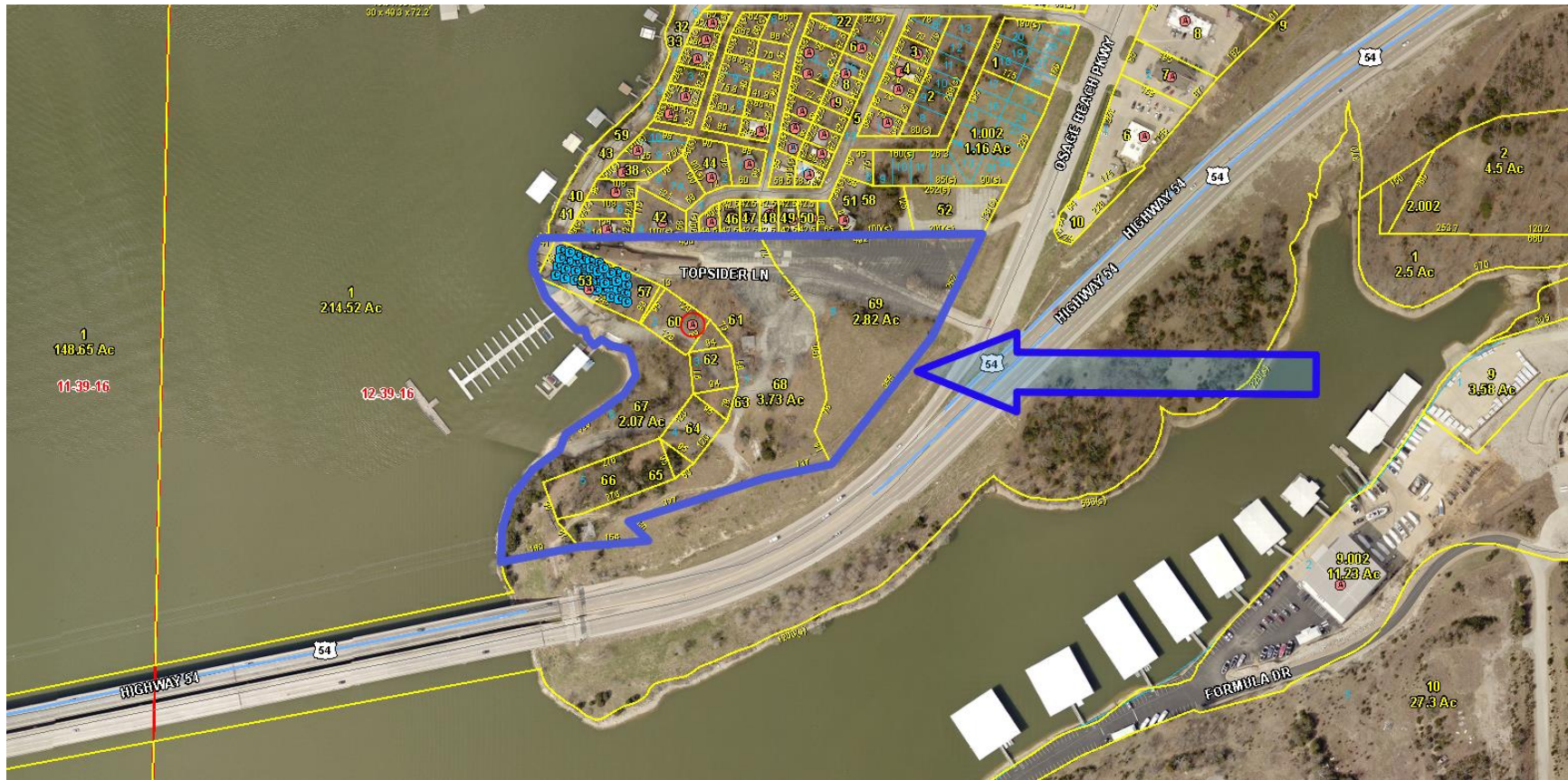
Melissa Robinson
June 18, 2023



MELISSA ROBINSON
My Commission Expires
June 18, 2023
Camden County
Commission #19999983

****Applications not properly signed and notarized may be removed from the Agenda and returned to the applicant via regular mail ****

CITY OF OSAGE BEACH
PLANNING DEPARTMENT
1000 CITY PARKWAY
OSAGE BEACH, MO 65065
573-302-2000 Phone – 573-302-0528 FAX



**Rezoning Case
421 Location Map**





DRAWING DATE:	03/30/2023
REVISIONS:	
DRAWN BY:	SLB
SCALE:	1"=50'
PROJECT #:	22-265

TOPSIDER CONDOMINIUMS
SITE PLAN
OSAGE BEACH, MO 65065

MO Certificate of Authority No.
E-2011027014



Lee R. Schuman
PE-2014000084

MILLER COMPANIES
Engineering • Land Surveying • Environmental Services
P.O. BOX 282, OSAGE BEACH, MO 65065
Eng. (673) 348-6799 Surv. (673) 348-5552 Fax (673) 348-2884
www.themillerco.com

SHEET
PLAN-01

FILE LOCATION: MillerCo_ShareProjects\TOPSIDER CONDOMINIUMS\LLC\Topsider Hotel Site Plan 03.29.2023.dwg

City of Osage Beach

Agenda Item Summary

Date of Meeting: June 1, 2023
Originator: Tara Berreth, City Clerk
Presenter: Cole Bradbury, City Attorney

Agenda Item:

Bill 23-39 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 210 Offenses Section 210.1800 Possession of Marjuana, Section 210.1810 Possession of Controlled Substance, Section 210.18130 Unlawful Possession of Drug Paraphernalia, and Creating a New Section 210.1880 Hashish and Synthetic Cannabinoids of the City Code for various purposes as set forth. *First Reading*

Requested Action:

First Reading of Bill #23-39

Ordinance Referenced for Action:

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:

Yes - timely ordinance updated needed due to legislative changes.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Bill 23-39 outlines City ordinance updates needed due to recent legislative changes.

City Attorney Comments:

Per City Code 110.230, Bill 23-39 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 210 OFFENSES SECTION 210.1800 POSSESSION OF MARIJUANA, SECTION 210.1810 POSSESSION OF A CONTROLLED SUBSTANCE, SECTION 210.1830 UNLAWFUL POSSESSION OF DRUG PARAPHERNALIA, AND CREATING A NEW SECTION 210.1880 HASHISH AND SYNTHETIC CANNABINOIDS OF THE CITY CODE FOR VARIOUS PURPOSES AS SET FORTH.

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

Section 1. Within the City Code there are hereby enacted new Sections with material repealed and replacing set forth below with new material set out in **RED** and deleted material struck as follows:

Section 210.1800 Possession of Marijuana or Synthetic Cannabinoid.

~~A person commits the offense of possession of marijuana or any synthetic cannabinoid, as both terms are defined in Section 195.010, RSMo., if he or she knowingly possesses marijuana or any synthetic cannabinoid, except as authorized by Chapter 579 or Chapter 195, RSMo.~~

- A. The definitions used in Sections 210.1800 through 210.1830 shall be the same as used in Article XIV Section 2 of the Missouri Constitution.
- B. Offenses Involving Persons Under 21. It shall be unlawful to:
 - 1. Deliver or distribute marijuana or marijuana accessories, with or without consideration, to a person younger than twenty-one years of age;
 - 2. Purchase, possess, use, or transport marijuana or marijuana accessories by a person younger than twenty-one years of age;
 - 3. Consume marijuana by a person younger than twenty-one years of age;
- C. Offenses Involving Vehicles. It shall be unlawful to:
 - 1. Operate or be in physical control of any motor vehicle, train, aircraft, motorboat, or other motorized form of transport while under the influence of marijuana. Conviction under this subsection shall require evidence that the person was in fact under the influence of marijuana at the time the person was in physical control of the motorized form of transport and not rely solely on the presence of tetrahydrocannabinol (THC) or THC metabolites, or a combination thereof, in the person's system;
 - 2. Consume marijuana while operating or being in physical control of a motor vehicle, train, aircraft, motorboat, or other motorized form of transport while it is being operated;
 - 3. Smoke marijuana within a motor vehicle, train, aircraft, motorboat, or other motorized form of transport while it is being operated;
- D. Offenses Involving Public Places and Public Safety. It shall be unlawful to:
 - 1. Possess, consume, smoke, or burn marijuana or possess marijuana accessories on the grounds of a playground, public or private preschool or daycare facility, elementary or secondary school, institution of higher education, or in a school bus or other vehicle transporting children on behalf of any of the foregoing entities;
 - 2. Possess, consume, smoke, or burn marijuana or possess marijuana accessories on

- the grounds of any correctional facility;
3. Possess, consume, smoke, or burn marijuana or possess marijuana accessories inside any courtroom or any secure area of City Hall, including but not limited to city offices and the Police Department;
 4. Possess, consume, smoke, or burn marijuana in or on any property where the owner or other person in rightful control of said property (such as a lessee) elects to prohibit any or all of the above acts (i.e. prohibiting smoking but not possession), and posts prominent notice advising the public that marijuana may not be so used on the premises;
 5. Smoke or burn marijuana on the grounds of any City-owned property, including but not limited to all parks, airports, buildings, parking lots, public works facilities, and City Hall;
 6. Smoke or burn marijuana upon any public highway, street, sidewalk, alley, or right-of-way unless such place is expressly authorized for such use by the Board of Aldermen;
 7. Smoke or burn marijuana in a location where smoking tobacco is prohibited, whether by law or by the owner or other person in rightful control of said location (such as a lessee);
 8. Undertake any task while under the influence of marijuana, if doing so would constitute negligence, recklessness, or professional malpractice or would endanger persons or property;
- E. Offenses Involving Growing, Manufacturing, and Licensing. It shall be unlawful to:
1. Perform solvent-based extractions on marijuana using solvents other than water, glycerin, propylene glycol, vegetable oil, or food-grade ethanol, unless licensed for this activity by the State of Missouri;
 2. Cultivate flowering marijuana plants, nonflowering marijuana plants (over fourteen inches tall), or clones for private use without a valid Missouri private cultivation registration card authorizing such cultivation;
 3. Cultivate flowering marijuana plants, nonflowering marijuana plants (over fourteen inches tall), or clones (plants under fourteen inches tall) for private use in excess of the amounts permitted authorized by a valid Missouri private cultivation registration card;
 4. Keep twelve or more flowering marijuana plants, twelve or more nonflowering marijuana plants (over fourteen inches tall), or twelve or more clones (plants under fourteen inches tall) in or on the grounds of a private residence at one time;
 5. Keep in, or on, the grounds of a private residence an excess of three ounces of marijuana produced by privately cultivated plants, in an unlocked space, or that is visible by normal, unaided vision from a public place;
 6. Purchase, possess, consume, use, ingest, inhale, process, transport, deliver without consideration, or distribute without consideration dried, unprocessed marijuana, or its equivalent in excess of three ounces except as may be permitted by a person validly licensed by the State of Missouri to do so.
 7. Cultivate marijuana plants that are visible by normal, unaided vision from a public place.
 8. Violate the terms of any marijuana license issued by the State of Missouri.
 9. Conduct any activities or engage in any conduct involving or relating to marijuana that requires a license from the State of Missouri without a valid license for such conduct or activity.
- F. Violations of this Section shall be punishable under Section 100.190 of this Code,

subject to the limits contained in Article XIV of the Missouri Constitution.

Section 210.1810 Possession of a Controlled Substance.

A person commits the offense of possession of a controlled substance, as defined in Section 195.010, RSMo., if he or she knowingly possesses a controlled substance **except as unless** otherwise authorized by Chapter 579, RSMo. or Chapter 195, RSMo. This Section shall not prohibit possession of marijuana as defined and permitted in Article XIV of the Missouri Constitution.

Section 210.1830 Unlawful Possession of Drug Paraphernalia.

A person commits the offense of unlawful possession of drug paraphernalia if he or she knowingly uses, or possesses with intent to use, drug paraphernalia, to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body, a controlled substance or an imitation controlled substance in violation of Chapter 579, RSMo., or Chapter 195, RSMo., **unless explicitly authorized by Article XIV of the Missouri Constitution.**

Section 210.1880 Hashish and Synthetic Cannabinoids

- A. It shall be unlawful to possess, sell, distribute, lend, rent, lease, give, exchange, display for sale, or transfer the following substances in the following quantities:
 - 1. Hashish in the amount of 5 grams or less;
 - 2. Synthetic Cannabinoids;
 - 3. MDPV.
- B. It shall be an affirmative defense to any violation of subsection A if the possession, sale, distribution, or transfer, is in usual course of business or practice, or in the performance of their official duties by the following persons:
 - 1. Persons licensed under the provisions of RSMo. Chapters 330, 332, 334, 335, 338 and 340.
 - 2. Persons who procure controlled substances:
 - i. For handling by or under the supervision of persons employed by them, who are licensed under the provisions of RSMo. Chapters 330, 332, 334, 335, 338 and 340.
 - ii. For the purpose of lawful research, teaching or testing and not for resale.
 - 3. Hospitals and other institutions which procure controlled substances for lawful administration by persons described in Subsection A.
 - 4. Officers or employees or appropriate enforcement agencies of federal, state or local governments, pursuant to their duties in enforcing the provisions of this Chapter.
 - 5. Lawfully licensed manufacturers and wholesalers of controlled substances.
 - 6. Carriers and warehousemen lawfully handling or distributing lawful controlled substances or drugs.

C. Definitions

“MDPV” means any substance containing the following, regardless of whether the substance is marketed as bath salts or otherwise:

3.4-Methylenedioxyprovalerone;

Methylone;

Mephedrone;

4-methoxymethcathinone;

4-Fluoromethcathinone; or

3-Fluoromethcathinone;

MDPV is commonly known by a number of names including, but not limited to, White Rush, Cloud 9, Ivory Wave, Ocean, Charge, Plus, White Lightening, Scarface, Hurricane Charlie, red Dove or White Dove

"Synthetic cannabinoid" means any natural or synthetic material, compound, mixture, or preparation, whether described as tobacco, herbs, incense, "Spice," "K2" or any blend thereof, that contains any quantity of a substance that is a cannabinoid receptor agonist, including but not limited to any substance listed in RSMo. §195.017 .2(4)(II) and any analogues, homologues; isomers, whether optical, positional, or geometric; esters; ethers; salts; and salts of isomers, esters, and ethers, whenever the existence of the isomers, esters, ethers, or salts is possible within the specific chemical designation, including:

2-[(1R,3S)-3-hydroxycyclohexyl]-5-(20methyloctan-2-yl)phenol (also known as CP47,497) and homologues;

(6aS,10aS)-9-(hydroxymethyl)-6,6-dimethyl-3-(2-methyloctan-2-yl)-6a,7,10,10a-tetrahydrobenzo[c]chromen-1-ol(also known as HY-211 or Dexanabinol);

1-Pentyl-3-(1-naphthoyl)indole (also known as Jwh-018); or

Butyl-3-(1-naphthoyl)indole (also known as JWH-073).

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 judgment or degree 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. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No.23.39 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No.23.39.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: June 1, 2023
Originator: Tara Berreth, City Clerk
Presenter: Cole Bradbury, City Attorney

Agenda Item:

Bill 23-47 - An ordinance of the City of Osage Beach, Missouri, approving a Development Agreement and a Cooperation and Transportation Project Agreement in Connection with the Lakeport Village Tax Increment Financing Redevelopment Plan.
First Reading

Requested Action:

First Reading of Bill #23-47

Ordinance Referenced for Action:

The City is authorized to enter into a tax increment financing (TIF) redevelopment agreement for the Lakeport Village project pursuant to RSMo Section 99.800 - Section 99.825 regarding TIF (Tax Increment Financing) plan and financing and the Lakeport Village Redevelopment Plan ordinance (Bill 23.44). Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:

Not Applicable

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 23-47 is in correct form.

City Administrator Comments:

I concur with the department's recommendation as prepared and submitted by special

counsel, Gilmore Bell, and reviewed by staff along with Columbia Capital, the City's Financial Advisors.

AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT AND A COOPERATION AND TRANSPORTATION PROJECT AGREEMENT IN CONNECTION WITH THE LAKEPORT VILLAGE TAX INCREMENT FINANCING REDEVELOPMENT PLAN.

WHEREAS, the Board of Aldermen has approved the “Lakeport Village Tax Increment Financing Redevelopment Plan” and the “Redevelopment Project” described therein; and

WHEREAS, the Lakeport Village Community Improvement District (the “CID”) and the Lakeport Village Transportation Development District (the “TDD”) will be created in connection with the implementation of the Lakeport Village Tax Increment Financing Redevelopment Plan; and

WHEREAS, Section 70.220 of the Revised Statutes of Missouri authorizes the City to cooperate with other political subdivisions and political entities for the planning, development, construction, acquisition or operation of any public improvement or facility; and

WHEREAS, the City desires to enter into a Redevelopment Agreement in substantially the form of Exhibit A attached hereto (the “Redevelopment Agreement”) with Lakeport Village LLC (the “Developer”) with respect to the availability of tax increment financing assistance in connection with the Redevelopment Project; and

WHEREAS, the City desires to enter into a Cooperation and Transportation Project Agreement in substantially the form of Exhibit E to the Redevelopment Agreement (the “Cooperation Agreement”) with the Developer, the CID and the TDD to set forth the terms and conditions upon which certain portions of the Redevelopment Project will be financed, constructed and maintained;

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

Section 1. Approval of Agreements. The Board of Aldermen hereby finds and determines that it is necessary and desirable to enter into the Redevelopment Agreement and the Cooperation Agreement in connection with the Redevelopment Project. The Mayor is hereby authorized and directed to execute the Redevelopment Agreement and the Cooperation Agreement on behalf of the City. The City Clerk is hereby authorized and directed to attest to the Redevelopment Agreement and the Cooperation Agreement and to affix the seal of the City thereto. The Redevelopment Agreement shall be in substantially the form attached as Exhibit A, which Redevelopment Agreement is hereby approved by the Board of Aldermen with such changes therein as shall be approved by the officers of the City executing the same. The Cooperation Agreement shall be in substantially the form attached as Exhibit E to the Redevelopment Agreement, which Cooperation Agreement is hereby approved by the Board of Aldermen with such changes therein as shall be approved by the officers of the City executing the same.

Section 2. Further Authority. The officers of the City are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions to the documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 3. Severability. The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the Board of Aldermen has or would have enacted the valid sections without the void one; and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 4. Effective Date. This Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME: READ SECOND TIME:

I hereby certify that Ordinance No. 23.47 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approved Ordinance No.23.47.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

EXHIBIT A
REDEVELOPMENT AGREEMENT

EXHIBIT E

COOPERATION AGREEMENT

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT: REDEVELOPMENT AGREEMENT

DATE OF DOCUMENT: [*Date*], 2023

GRANTOR: LAKEPORT VILLAGE LLC

GRANTOR'S MAILING ADDRESS: 6136 Nieman Road
Shawnee, Kansas 66203
Attention: Jeff Tegethoff

GRANTEE: CITY OF OSAGE BEACH, MISSOURI

GRANTEE'S MAILING ADDRESS: 1000 City Parkway
Osage Beach, Missouri 65065
Attention: Cole Bradbury

RETURN DOCUMENTS TO: Mark A. Spykerman, Esq.
Gilmore & Bell, P.C.
211 North Broadway, Suite 2000
St. Louis, Missouri 63102

LEGAL DESCRIPTION: See **Exhibit A-1**

REDEVELOPMENT AGREEMENT

between the

CITY OF OSAGE BEACH, MISSOURI,

and

LAKEPORT VILLAGE LLC

dated as of

[*Date*], 2023

LAKEPORT VILLAGE REDEVELOPMENT AREA

TABLE OF CONTENTS

	<u>Page</u>
Recitals	- 1 -
ARTICLE I	
DEFINITIONS	
1.1. Definitions.....	- 2 -
ARTICLE II	
ACCEPTANCE OF PROPOSAL	
2.1. Developer Designation.....	- 10 -
2.2. Developer to Advance Costs.....	- 10 -
ARTICLE III	
OWNERSHIP OF THE PROPERTY; SCHEDULE; CONSTRUCTION OF REDEVELOPMENT PROJECT; CITY APPROVALS	
3.1 Ownership of Property; Acquisition of Timeshare Property	- 11 -
3.2 Relocation	- 12 -
3.3. Project Construction.....	- 12 -
3.4. Construction of the Redevelopment Project	- 12 -
3.5. Construction Contracts; Insurance	- 13 -
3.6. Competitive Bids; Prevailing Wage; Federal Work Authorization	- 13 -
3.7. Governmental Approvals	- 13 -
3.8. Concept Site Plan; Approved Site Plan; Zoning	- 13 -
3.9 Construction Plans	- 14 -
3.10. Special Development Conditions.....	- 14 -
3.11. Tenant Selection; Prohibited Uses	- 15 -
3.12. Certificate of Substantial Completion.....	- 16 -
3.13. Community Improvement District	- 16 -
3.14. Transportation Development District.....	- 17 -
ARTICLE IV	
REIMBURSEMENT OF DEVELOPER COSTS	
4.1. City's Obligation to Reimburse Developer.....	- 18 -
4.2. Reimbursements Limited to Reimbursable Redevelopment Project Costs	- 18 -
4.3. City's Obligations Limited to Special Allocation Fund and Bond Proceeds.....	- 19 -

ARTICLE V

OBLIGATIONS

5.1.	Issuance of TIF Obligations.....	19 -
5.2.	Subordinate TIF Obligations.....	21 -
5.3.	Cooperation in the Issuance and Administration of TIF Obligations	22 -
5.4.	City to Select Bond Counsel, Underwriter and Consultants; Term and Interest Rate..	22 -
5.5.	No Other Obligations or Uses of Available Revenues	22 -
5.6.	Public Participation and Investment Deficit	23 -
5.7.	Sales Tax Exemption on Construction Materials.....	23 -

ARTICLE VI

SPECIAL ALLOCATION FUND; COLLECTION AND USE OF TIF REVENUES

6.1.	Special Allocation Fund.....	23 -
6.2.	Application of Available Revenues	24 -
6.3.	Developer Cooperation in Determining Available Revenues.....	25 -
6.4.	Obligation to Report TIF Revenues, CID Sales Tax and TDD Sales Tax.....	26 -

ARTICLE VII

GENERAL PROVISIONS

7.1.	Developer's Right of Termination	26 -
7.2.	City's Right of Termination.....	27 -
7.3.	Results of Termination.....	27 -
7.4.	Term of Agreement.....	27 -
7.5.	Successors and Assigns; Transfers to Tax-Exempt Organizations.....	27 -
7.6.	Remedies	29 -
7.7.	Extensions of Time for Performance	29 -
7.8.	Notices	30 -
7.9.	Conflict of Interest	31 -
7.10.	Insurance; Damage or Destruction of Redevelopment Project.....	31 -
7.11.	Inspection	32 -
7.12.	Choice of Law	32 -
7.13.	Entire Agreement; Amendment	32 -
7.14.	Counterparts	32 -
7.15.	Severability	32 -
7.16.	Representatives Not Personally Liable	32 -
7.17.	Actions Contesting the Validity and Enforceability of the Redevelopment Plan.....	32 -
7.18.	Release and Indemnification.....	33 -
7.19.	Survival	34 -
7.20.	Maintenance of the Property	34 -
7.21.	Enforcement of Agreement.....	34 -
7.22.	Recording of Agreement.....	35 -
7.23.	No Waiver of Sovereign Immunity.....	35 -
7.24.	No Third-Party Beneficiaries	35 -
7.25.	WAIVER OF RIGHT TO JURY TRIAL	35 -

7.26.	Hold Harmless Payment.....	- 35 -
-------	----------------------------	--------

ARTICLE VIII

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PARTIES

8.1.	Representations of the City.....	- 35 -
8.2.	Representations of the Developer	- 36 -
8.3.	Contractual Liability Insurance.....	- 37 -
8.4	Anti-Israel Discrimination	- 37 -

Signatures		- 38 -
------------	-------	--------

EXHIBIT A-1 – Legal Description of Redevelopment Area
EXHIBIT A-2 – Legal Description of Timeshare Property
EXHIBIT B – Concept Site Plan
EXHIBIT C – Form of Certificate of Substantial Completion
EXHIBIT D – Form of Certificate of Reimbursable Redevelopment Project Costs
EXHIBIT E – Form of Cooperation and Transportation Project Agreement
EXHIBIT F – Reserved
EXHIBIT G – Architectural Renderings
EXHIBIT H – Estimated Budget

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (this “*Agreement*”) is made and entered into as of this ____ day of _____, 2023, by and between the **CITY OF OSAGE BEACH, MISSOURI**, a fourth-class city organized and existing under the laws of the State of Missouri (the “*City*”) and **LAKEPORT VILLAGE LLC**, a Missouri limited liability company (the “*Developer*”). (All capitalized terms used but not otherwise defined herein shall have the meanings ascribed in **Article I** of this Agreement.)

RECITALS

A. The Board of Aldermen created the Tax Increment Financing Commission of the City of Osage Beach, Missouri (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 Sections 99.800 to 99.865 of the Revised Statutes of Missouri (the “*TIF Act*”).

B. On December 23, 2023, the Developer submitted a revised application for tax increment financing assistance (the “*Application*”) in connection with the proposed redevelopment of approximately 24 acres of property that is generally located at the northeast corner of Jefferies Road and U.S. Route 54 in the City of Osage Beach (as further described on **Exhibit A-1** attached hereto, the “*Redevelopment Area*”) into a family friendly resort and entertainment district (as further described in the below-defined Redevelopment Plan, the “*Redevelopment Project*”).

C. In accordance with the City’s policy regarding tax increment financing applications, City staff reviewed the Application and recommended that the Board of Aldermen refer the Application to the TIF Commission, which referral was made by the Board of Aldermen on March 2, 2023 by adoption of Resolution No. _____.

D. On March __, 2023 the City published a Notice of Request for Proposals for Lakeport Village Tax Increment Financing Plan (the “*RFP*”) in the *Lake Sun Leader* seeking alternative proposals for the Redevelopment Area. No alternative proposals were received by the City.

E. On March 22, 2023, the Developer filed a petition with the Circuit Court of Camden County to establish the Lakeport Village Transportation Development District (the “*TDD*”) within a portion of the Redevelopment Area to assist in financing and implementing the Redevelopment Project.

F. On May 5, 2023, the Developer filed a petition with the City to establish the Lakeport Village Community Improvement District (the “*CID*”) within a portion of the Redevelopment Area to assist in financing and implementing the Redevelopment Project.

G. On April 17, 2023, the TIF Commission held a duly-noticed public hearing regarding the Lakeport Village Tax Increment Financing Redevelopment Plan (the “*Redevelopment Plan*”), the Redevelopment Area and the Redevelopment Project, 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 Redevelopment Project.

H. Upon conclusion of the above-described public hearing, the TIF Commission passed a resolution recommending that the Board of Aldermen approve the Redevelopment Plan, designate the

Redevelopment Area as a “redevelopment area” pursuant to the TIF Act, approve the Redevelopment Project and adopt tax increment financing.

I. On May 18, 2023, the Board of Aldermen held a duly-noticed public hearing regarding the establishment of the CID.

J. On June __, 2023, after due consideration of the TIF Commission’s recommendation, other comments by the public and taxing districts and the requirements of the applicable statutes, the Board of Aldermen adopted the following ordinances:

(a) Ordinance No. 23.___ establishing the CID; and

(b) Ordinance No. 23.___ approving the Redevelopment Plan, designating the Redevelopment Area, approving the Redevelopment Project and adopting tax increment financing.

K. On June __, 2023, the Board of Aldermen adopted the following ordinances:

(a) Ordinance No. 23.___ approving this Agreement and a Cooperation and Transportation Project Agreement among the City, the CID, the TDD and the Developer; and

(b) Ordinance No. 23.___ approving the issuance of taxable industrial revenue bonds associated with the Redevelopment Project to facilitate a sales tax exemption on construction materials purchased for the Redevelopment Project.

L. The Board of Aldermen hereby determines that the implementation of the Redevelopment Plan and the fulfillment generally of this 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 Redevelopment Plan.

M. Pursuant to provisions of the TIF Act and Ordinance Nos. 23.___ and 23.___, the City is authorized to enter into this Agreement.

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

DEFINITIONS

1.1. Definitions. As used in this Agreement, the following words and terms shall have the following meanings:

“*Acquisition Costs*” means the consideration paid by Developer to a third party in an arms-length transaction to acquire fee simple interest in the Property or, if property is sold or transferred from a Related Party to the Developer, the greater of the amount of consideration paid by the Related Party to initially

acquire the Property from an unrelated party or the appraised market value of the applicable property as determined by the Camden County Assessor at the time of such sale or transfer.

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

“Amusement Uses” means approximately 15 rides and attractions and accompanying food, beverage, retail and entertainment offerings (but not including the Hotel, the waterpark or the Parking Garage uses), to be located on approximately nine acres within the Redevelopment Area as generally depicted on the Concept Site Plan.

“Approved Site Plans” means the combination of site plans reflecting one or more portions of the Work approved by all entities required to approve a site plan pursuant to the Municipal Code and **Section 3.8**, as such site plans may be submitted, approved and amended from time to time in accordance with the Municipal Code and **Section 3.8**.

“Available Revenues” means all money on deposit from time to time (including investment earnings thereon) in:

- (a) the PILOTS Account (except for the Fire District Surplus);
- (b) subject to annual appropriation by the City, the EATS Account;
- (c) subject to annual appropriation by the City and **Section 3.10(b)**, the City Hotel Sales Tax Rebate Account;
- (d) to the extent agreed to by the State pursuant to the State Supplemental TIF Agreement, New State Revenues appropriated by the State to the payment of any Reimbursable Redevelopment Project Costs or repayment of TIF Obligations or any Subordinate TIF Obligations;
- (e) to the extent agreed to by the CID pursuant to the Financing Agreement, CID Revenues appropriated by the CID for the payment of Reimbursable Redevelopment Project Costs or the repayment of any TIF Obligations or any Subordinate TIF Obligations;
- (f) to the extent agreed to by the TDD pursuant to the Financing Agreement, TDD Revenues appropriated by the TDD for the payment of Reimbursable Redevelopment Project Costs or the repayment of any TIF Obligations or any Subordinate TIF Obligations; and
- (g) all money in any other account of the Special Allocation Fund into which money that has been appropriated to the repayment of the TIF Obligations or any Subordinate TIF Obligations has been deposited,

excluding, as applicable (i) the City Administrative Fee, if withheld by the City prior to transfer of TIF Revenues to the Bond Trustee pursuant to the Financing Agreement and the Bond Indenture, (ii) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, or (iii) any sum received by the City, the State, the CID or the TDD that is the subject of a suit or other claim communicated to the City, the State, the CID or the TDD, as applicable, which suit or claim challenges the collection of such sum.

“Board of Aldermen” means the Board of Aldermen of the City.

“Bond Counsel” means Gilmore & Bell, P.C., St. Louis, Missouri, or an attorney at law or a firm of attorneys selected by 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 Indenture” means the trust indenture or indentures executed by the MDFB and the Bond Trustee in connection with the issuance of TIF Obligations or Subordinate TIF Obligations, as applicable.

“Bond Proceeds” means the net cash proceeds from the sale of TIF Obligations available for deposit in the Project Fund (after deposit of funds for Issuance Costs, capitalized interest and any debt service reserve), together with any interest earned thereon.

“Bond Trustee” means UMB Bank, N.A. or such other trustee designated by the City Administrator; provided, however, that successor Bond Trustee may be appointed in accordance with the terms of the Bond Indenture.

“Certificate of Reimbursable Redevelopment Project Costs” means a document, substantially in the form of **Exhibit D** attached hereto, delivered by the Developer to the City and which, upon the City’s written acceptance thereof, will evidence Reimbursable Redevelopment Project Costs incurred.

“Certificate of Substantial Completion” means a document, substantially in the form of **Exhibit C** attached hereto, delivered by the Developer and which, upon the City’s written acceptance thereof, will evidence the Developer’s satisfaction of all obligations and covenants to perform the Work. The Certificate of Substantial Completion does not constitute a final occupancy certificate, final inspection certificate, or other documentation required by the Municipal Code to occupy the Redevelopment Project or any portion thereof.

“CID” means the Lakeport Village Community Improvement District, a community improvement district and political subdivision of the State of Missouri, as established pursuant to Ordinance No. 23. __, which shall be maintained pursuant to **Section 3.13**, the CID Act, and the Cooperation Agreement.

“CID Act” means the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri.

“CID Annual Operating Costs” means an amount equal to \$15,000 for calendar year 2023 and, for subsequent calendar years, the prior year’s CID Annual Operating Costs increased by the CPI-U (Consumer Price Index – All Urban Consumers or successor measure of inflation announced by the federal government) for the applicable year.

“CID Project” means the improvements described in the Cooperation Agreement that shall, in the opinion of counsel to the CID, be qualified expenditures for the CID under Missouri law.

“CID Revenues” means the revenues received by the CID from the CID Special Assessment and the CID Sales Tax, less CID Annual Operating Costs, which are not required to be deposited into the Special Allocation Fund by operation of the TIF Act.

“CID Sales Tax” means the community improvement district sales and use tax to be levied by the CID at a rate of not more than 1% in accordance with the CID Act.

“CID Special Assessment” means the special assessment to be imposed by the CID in the amount of \$5.00 per occupied hotel room night.

“City” means the City of Osage Beach, Missouri, a fourth-class city and political subdivision of the State of Missouri.

“City Administrative Fee” means (a) the sum of \$20,000 for each year up to and including the year in which Certificate of Substantial Completion is approved or deemed approved pursuant to **Section 3.11**, (b) the sum of \$15,000 for the next year thereafter, and (c) in subsequent years, the prior year’s City Administrative Fee increased by the CPI-U (Consumer Price Index – All Urban Consumers or successor measure of inflation announced by the federal government) until and including calendar year 2046.

“City Administrator” means the person duly appointed as City Administrator pursuant to the Municipal Code.

“City Attorney” means the person or firm appointed as the City Attorney pursuant to the Municipal Code.

“City Engineer” means the person or firm appointed as the City Engineer pursuant to the Municipal Code.

“City Hotel Sales Tax Rebate” means 50% of the sales tax revenues received by the City from its 1% general sales tax produced by hotel room sales within the Redevelopment Area through [*May 18*], 2046 (i.e., 23 years after adoption of the TIF Ordinance).

“City Hotel Sales Tax Rebate Account” means an account of the Special Allocation Fund into which the City Hotel Sales Tax Rebate is deposited from time to time.

“Concept Site Plan” means the conceptual site plan attached hereto as **Exhibit B** and incorporated herein by this reference.

“Construction Inspector” means such licensed engineer or architect either employed by or retained and designated by the City from time to time, and/or such individuals as may be designated to carry out inspections on behalf of the City’s planning and zoning, building, engineering and public works departments.

“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 approved by the City in accordance with the Municipal Code and this Agreement.

“Cooperation Agreement” means the Cooperation and Transportation Project Agreement to be entered into among the City, the CID, the TDD and the Developer in substantially the form of **Exhibit E** attached hereto, as may be amended from time to time.

“Developer” means Lakeport Village LLC, a Missouri limited liability company, or its permitted successors or assigns in interest.

“EATS Account” means an account of the Special Allocation Fund into which 50% of the Economic Activity Taxes are deposited pursuant to Section 99.845 of the TIF Act.

“Economic Activity Taxes” shall have the meaning ascribed to such term in Section 99.805 of the TIF Act, but not including any taxes that are excluded from tax increment financing by Missouri law.

“Financing Agreement” means an agreement to be entered into among the City, the CID, the TDD and the MDFB, pursuant to which the MDFB will issue TIF Obligations and the City and other parties thereto will transfer Available Revenues to the Bond Trustee for the repayment of such TIF Obligations.

“Fire District Agreement” means an agreement among the City, the Osage Beach Fire Protection District and the Developer, if any, pursuant to which the Osage Beach Fire Protection District may agree to a 100% reimbursement rate for PILOTs and a 50% reimbursement rate for EATs pursuant to Section 99.848 of the TIF Act.

“Fire District Surplus” means 100% of any PILOTs generated by the Osage Beach Fire Protection District and any other applicable emergency service district, unless the emergency service district has entered into an agreement with the City setting a different reimbursement rate pursuant to Section 99.848 of the TIF Act.

“Governmental Approvals” means all plat approvals, re-zoning or other zoning changes, planned unit development approvals, site plan approvals, conditional use permits, variances, building permits, architectural review or other subdivision, zoning or similar approvals, or approvals related to the creation of the CID, or approvals related to the CID Project or the TDD Project required by the Municipal Code, the Cooperation Agreement or this Agreement for the implementation of the Redevelopment Project.

“Hotel” means an approximately 400-room hotel including approximately 15,000 square feet of conference center space and satisfying the requirements of **Section 3.10(b)**, to be constructed as part of the Redevelopment Project.

“Investment Deficit” means the amount, if any, by which the sum of (a) the total Verified Project Costs submitted by the Developer and (b) a developer’s fee in the amount of 4% of total Verified Project Costs is less than the amount of \$361,714,420.

“Issuance Costs” means all costs reasonably incurred by the MDFB, the City, the Developer (but not to exceed \$50,000), the CID and/or the TDD in connection with the issuance of the TIF Obligations, including, but not limited to, the fees and expenses of the City’s financial advisors and consultants, the City’s and the MDFB’s attorneys (including the City Attorney, issuer’s counsel, Bond Counsel and disclosure counsel), the CID’s attorneys, the TDD’s attorneys, the underwriter and underwriter’s counsel, underwriters’ discounts and fees, initial fees and charges of the trustee, the cost of obtaining CUSIP numbers, the costs of printing any TIF Obligations and any official statements relating thereto, and any other costs related to the issuance of TIF Obligations and approved by the City at its sole discretion.

“Lender” means any bank or other entity providing a construction loan or permanent financing for the Redevelopment Project.

“MDFB” means the Missouri Development Finance Board or another issuer of municipal bonds acceptable to the City.

“Maximum Reimbursement Amount” means (a) if the Fire District Agreement is executed before the initial issuance of any TIF Obligations, \$78,468,545 plus Issuance Costs paid by the Developer, subject to adjustment as provided herein, or (b) if the Fire District Agreement is not executed before the initial issuance of any TIF Obligations, \$76,668,545 (i.e., \$78,468,545 less the approximate net present value of

the Fire District sales tax revenues that would have been available had the Fire District Agreement been executed) plus Issuance Costs paid by the Developer.

“Municipal Code” means the Municipal Code of the City of Osage Beach, Missouri, as may be amended from time to time.

“New State Revenues” means the incremental increase in the general revenue portion of State sales tax revenues received pursuant to Section 144.020, RSMo., excluding sales taxes that are constitutionally dedicated, taxes deposited to the school district trust fund in accordance with Section 144.701, RSMo., sales and use taxes on motor vehicles, trailers, boats and outboard motors and future sales taxes earmarked by law, appropriated by the State and received by the City, as contemplated in the State Supplemental TIF Agreement.

“New State Revenues Account” means an account of the Special Allocation Fund into New State Revenues are deposited pursuant to Section 99.845 of the TIF Act.

“Parking Garage” means one or more parking structures collectively containing approximately 1,000 parking spaces.

“Payments in Lieu of Taxes” or *“PILOTS”* shall have the meaning ascribed to such term in Section 99.805 of the TIF Act.

“PILOTS Account” means an account of the Special Allocation Fund into which Payments in Lieu of Taxes are deposited pursuant to Section 99.845 of the TIF Act.

“Preliminary Funding Agreement” means the Funding Agreement dated as of November 18, 2022 between the City and the Developer, as amended from time to time in accordance with its terms.

“Prime Rate” means the prime rate reported in the “Money Rates” column or any successor column of *The Wall Street Journal*, currently defined therein as the base rate on corporate loans posted by at least 75% of the nation’s 30 largest banks. If *The Wall Street Journal* ceases publication of the Prime Rate, then “Prime Rate” shall mean the “prime rate” reported by Bloomberg LP or any successor thereto.

“Project Fund” means the Project Fund created in the Bond Indenture.

“Redevelopment Area” means the area described in the Redevelopment Plan.

“Redevelopment Plan” means the plan entitled “Lakeport Village Tax Increment Financing Redevelopment Plan,” as approved by the Board of Aldermen pursuant to the TIF Ordinance, as such plan may from time to time be amended in accordance with the TIF Act.

“Redevelopment Project” means the redevelopment project described in the Redevelopment Plan.

“Redevelopment Project Costs” shall have the meaning assigned to such term in Section 99.805 of the TIF Act.

“Reimbursable Redevelopment Project Costs” means those Redevelopment Project Costs that are reimbursable to the Developer under **Article IV**, the Redevelopment Plan and the TIF Act in accordance with this Agreement.

“Related Party” means any party related to the Developer by one of the relationships described in Section 267(b) or 707(b) of the United States Internal Revenue Code of 1986, as amended, or any party controlled by or under common control with the Developer.

“Relocation Costs” means all costs incurred to relocate the occupants of and businesses in the Redevelopment Area in accordance with the Relocation Policy, including, but not limited to, relocation payments to displaced persons or businesses, and all costs of implementing the Relocation Policy including costs of referrals, relocation specialists, planners, attorneys’ fees, brokers’ commissions and staff costs.

“Relocation Policy” means the relocation policy of the City described in the Redevelopment Plan.

“Special Allocation Fund” means the Lakeport Village Special Allocation Fund authorized by the TIF Ordinance.

“State” means the State of Missouri.

“State Supplemental TIF Agreement” means an agreement to be entered into among the City, the Developer and the Missouri Department of Economic Development, pursuant to which the State will agree, subject to annual appropriation, to make New State Revenues available to repay TIF Obligations.

“Subordinate TIF Obligations” means any tax increment revenue obligations issued by the City or the MDFB to the Developer or a Lender following approval or deemed approval of the Certificate of Substantial Completion, which Subordinate TIF Obligations shall be fully subordinate to the TIF Obligations, and no payments shall be made on any Subordinate TIF Obligations until the TIF Obligations have been paid in full.

“TDD” means the Lakeport Village Transportation Development District, a transportation development district and political subdivision of the State of Missouri, anticipated to be established by order of the Circuit Court of Camden County, Missouri pursuant to Case No. 23CM-CC00074, which shall be maintained pursuant to **Section 3.14**, the TDD Act, and the Cooperation Agreement.

“TDD Act” means the Missouri Transportation Development District Act, Sections 238.200 to 238.280 of the Revised Statutes of Missouri.

“TDD Annual Operating Costs” means an amount equal to \$15,000 for calendar year 2023 and, for subsequent calendar years, the prior year’s CID Annual Operating Costs increased by the CPI-U (Consumer Price Index – All Urban Consumers or successor measure of inflation announced by the federal government) for the applicable year.

“TDD Project” means the improvements described in the Cooperation Agreement that shall, in the opinion of counsel to the TDD, be qualified expenditures for the TDD under Missouri law.

“TDD Revenues” means the revenues received by the TDD from the TDD Special Assessment and the TDD Sales Tax, less TDD Annual Operating Costs, which are not required to be deposited into the Special Allocation Fund by operation of the TIF Act.

“TDD Sales Tax” means the community improvement district sales tax to be levied by the TDD at a rate of not more than 1% in accordance with the TDD Act.

“TDD Special Assessment” means the special assessment to be imposed by the TDD.

“*TIF Act*” means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri.

“*TIF Commission*” means the Tax Increment Financing Commission of the City of Osage Beach, Missouri.

“*TIF Monitor*” means a consultant engaged by the Bond Trustee, the Developer or an underwriter or purchaser of TIF Obligations, and acceptable to the City Administrator, who shall monitor and assist in the calculation of Available Revenues.

“*TIF Obligations*” means tax increment financing and special district revenue bonds issued by the MDFB, subject to the requirements of **Section 5.1**, which TIF Obligations are senior to any Subordinate TIF Obligations.

“*TIF Ordinance*” means Ordinance No. 23. __ adopted by the Board of Aldermen on [*May 18*], 2023, adopting the Redevelopment Plan, designating the Redevelopment Area, approving the Redevelopment Project and authorizing tax increment financing within the Redevelopment Area.

“*TIF Revenues*” means, collectively, New State Revenues, Payments in Lieu of Taxes and 50% of the Economic Activity Taxes.

“*Timeshare Property*” means the portion of the Redevelopment Agreement described on **Exhibit A-2**.

“*Trustee*” means the trustee or fiscal agent for any issue of TIF Obligations.

“*Verified Project Costs*” means all reasonable or necessary costs incurred or caused to be incurred (which, for the purposes of clarity, includes costs incurred by unrelated third parties which Developer or its Related Party requires to be expended pursuant to contract, including, without limitation, the TDD’s payment of Parking Garage construction costs, as contemplated in **Section 5.1(c)** by the Developer or a Related Party in connection with, or incidental to, the Redevelopment Project and verified to the City’s reasonable satisfaction pursuant to **Section 5.6**, including, without limitation, Acquisition Costs and designing, planning and constructing the Redevelopment Project; provided, however, that with respect to any other costs for any services provided by the Developer or any entity related to Developer, the amount of such costs shall not exceed an amount determined by the City as acceptable.

“*Work*” means:

- (a) the acquisition of the Property;
- (b) the demolition and clearance of all structures and other improvements on the Property necessary for completion of Redevelopment Project;
- (c) the construction of infrastructure improvements, including, without limitation (1) transportation improvements generally consistent with the Concept Site Plan (and including, without limitation, an extension of sidewalks northerly along Jeffries Road, as described in the petition for the creation of the TDD), (2) lake shore improvements, (3) storm and sanitary sewers, stormwater control, (4) the construction and relocation of utility lines, and (5) any other infrastructure required by any permitting agency; and

(d) construction of the Parking Garage, the Amusement Uses, a marina with space sufficient to service approximately 200 boats, the Hotel, and an approximately _____ square foot indoor or retractable roof waterpark.

ARTICLE II

ACCEPTANCE OF PROPOSAL

2.1. Developer Designation. The City hereby selects the Developer to perform the Work in accordance with the Approved Site Plan, the Redevelopment Plan, this Agreement and all Governmental Approvals. To the extent of any inconsistency among the foregoing, the parties agree that the Work described in the Governmental Approvals shall govern so long as such approvals do not constitute a change to the Redevelopment Plan or Redevelopment Project as would, in the opinion of the City Attorney or special counsel retained by the City, require further hearing pursuant to the TIF Act.

2.2. Developer to Advance Costs. The Developer agrees to advance all Redevelopment Project Costs as necessary to complete the Work, subject to the Developer's right to abandon the Redevelopment Project and terminate this Agreement as set forth in **Section 7.1**. Additionally, and not by way of limitation:

(a) *Advances Under Preliminary Funding Agreement.* The Developer has heretofore advanced, or caused to be advanced, pursuant to the Preliminary Funding Agreement, the aggregate sum of \$50,000.00 for certain Redevelopment Project Costs comprised of City planning, legal, administrative and other costs associated with the Redevelopment Project and the negotiation of this Agreement. As of the date of this Agreement, approximately \$_____ remains under the Preliminary Funding Agreement and may be applied to the payment of any remaining costs related to the negotiation of this Agreement. After the disbursement of all remaining funds in accordance with the terms of the Preliminary Funding Agreement, the obligations of the parties under the Preliminary Funding Agreement shall be merged into and superseded by this Agreement. Any portion of the funds that are not spent by the time this Agreement is executed may be applied in the same manner as funds received pursuant to (b) below.

(b) *Advances Upon Execution of Agreement.* Upon execution of this Agreement, the Developer agrees to advance to the City the sum of \$25,000.00 to pay (1) the City's reasonable planning, legal, financial and other consultants, and (2) administrative costs and expenses that are incurred in connection with the approval of the Redevelopment Plan, the negotiation and administration of this Agreement (including, without limitation, the enforcement of any performance bond and the review of Certificates of Reimbursable Redevelopment Project Costs, the Certificate of Substantial Completion, site plans and construction plans), and the creation of the CID and the TDD; provided, however, that administrative costs and expenses shall not include any portion of salary and benefit costs related to City staff. If the amount initially deposited pursuant to this subsection is insufficient for the purposes described herein, the Developer shall deposit any additional amount requested by the City within ten (10) days of a written request therefor; provided, however, that (i) the City shall obtain the Developer's approval before entering into any new engagements with any third party and (ii) the City shall provide the Developer with a monthly statement showing each agreement executed, amounts paid pursuant to each agreement, and amounts remaining due with respect to each agreement.

(c) *No Waivers.* Payment of any advance under this Section will not waive any application fee or other cost to the Developer associated with any Governmental Approval required by the Municipal Code.

(d) *Return of Excess Funds.* Within 30 days after the City's acceptance of the Certificate of Substantial Completion and the approval of the final Certificate of Reimbursable Redevelopment Project Costs, the City shall remit to the Developer any amounts that have been advanced under this Section and that have not been spent for costs incurred by the City pursuant to such paragraphs.

(e) *Advances to be Reimbursable.* To the extent permitted by law, all sums advanced under this Section shall constitute Reimbursable Redevelopment Project Costs to be reimbursed to the Developer from the proceeds of TIF Obligations and Subordinate TIF Obligations issued as provided herein.

ARTICLE III

OWNERSHIP OF THE PROPERTY; SCHEDULE; CONSTRUCTION OF REDEVELOPMENT PROJECT; CITY APPROVALS

3.1. Ownership of Property; Acquisition of Timeshare Property.

(a) The Developer represents that either it and/or a Related Party currently owns or is under contract to purchase all of the Property except the Timeshare Property.

(b) The Developer shall use commercially reasonable efforts to obtain fee title to the Timeshare Property to be located on such property no later than December 31, 2023 or such later date as may be approved by resolution of the Board of Aldermen. The Developer shall provide the City with a written status update (which may be sent by electronic mail to the addresses set forth in **Section 7.8**) of its efforts to acquire Timeshare Property on or prior to the first day of each calendar month until such time as the Developer as obtains fee title to the Timeshare Property.

(c) The Developer and the City agree that eminent domain will not be used to acquire the fee title to the Timeshare Property. Notwithstanding the foregoing, the Developer may request that the City exercise eminent domain powers for the following limited purposes:

- (1) acquisition of public rights-of-way;
- (2) in cooperation with the owners of the Timeshare Property or their authorized representatives, to complete the acquisition or quiet title to the Timeshare Property; and
- (3) clearance of any encumbrances and lesser property interests, such as leases, interval estates, licenses or easements, that would interfere with construction and operation of the Redevelopment Project.

Any use of eminent domain for the limited purposes described above (A) will be at the sole discretion of the City, (B) will only be considered after the Developer has, to the City's satisfaction, exhausted all reasonable alternatives, and (C) will be subject to the City and the Developer entering into a mutually-acceptable agreement specifying the terms and conditions upon which any condemnation proceedings will be filed and pursued, including selection of counsel and payment of commissioner's awards.

3.2 Relocation. The Developer shall relocate those occupants or businesses displaced from any portion of the Redevelopment Area acquired by the Developer in accordance with and to the extent required by the requirements of the Relocation Policy and any applicable law. Notwithstanding the foregoing, the displaced occupant or business and the Developer may agree in writing upon a different amount or different benefits, it being understood and agreed that any displaced occupant or business may waive his/her/their rights to statutory and other relocation benefits and assistance under the Relocation Policy or otherwise.

3.3. Project Construction.

(a) Subject to **Section 7.7**, the Developer shall commence and complete the Redevelopment Project pursuant to the following schedule:

<u>Activity</u>	<u>Maximum Time for Performance</u>
Commence clearing and demolition of the Redevelopment Area	150 days after execution of this Agreement
Open Amusement Uses to the general public	December 31, 2025
Submit Certificate of Substantial Completion for Work	December 31, 2026

(b) The Developer and its project teams shall (1) submit monthly written reports to the Board of Aldermen regarding the status of constructing the Work and leasing the commercial space included therein (provided, the Developer does not have to disclose any tenants or prospective tenants that the Developer, in its sole discretion, determines the disclosure of which will harm lease negotiations or other business relationships, unless the City or its designated legal or financial consultants enter into a non-disclosure agreement to keep such information confidential) and (2) upon reasonable notice, meet with the City Administrator and such other City staff and consultants as designated by the City Administrator to review and discuss the design and construction of the Work to enable the City to monitor the status of construction and to determine that the Work is being performed and completed in accordance with this Agreement and the Municipal Code.

(c) The Developer shall have the one time right to extend one of the maximum times for performance set forth in (a) above for a period of 30 days provided that the Developer is diligently pursuing the completion of the Redevelopment Project and has provided written notice to the City not less than 30 days prior to the applicable deadline set forth above.

3.4. Construction of the Redevelopment Project.

(a) Construction of the Work shall be pursued in a good and workmanlike manner in accordance with the terms of this Agreement.

(b) Before entering into a joint venture, co-developer or sub-development arrangement with an entity whose principals are not a Related Party, the Developer will provide the City Administrator with information reasonably demonstrating that such entity has sufficient expertise to carry out each component of the Redevelopment Project for which such entity is responsible.

3.5. Construction Contracts; Insurance.

(a) The Developer may enter into one or more construction contracts to complete the Work. All construction contracts entered into by or on behalf of the Developer after the date of this Agreement shall state that the contractor has no recourse against the City in connection with the contractor's construction of the applicable portion of the Work. The Developer will provide written notice to the City of any mechanic's or materialmen's liens filed against the Redevelopment Projects within 10 days of receipt of service of such lien. The Developer shall resolve all such liens within 60 days of receipt of service unless, before such time, the Developer provides a written explanation of the nature of the business dispute and the City Administrator agrees to extend the period for resolution of the litigation.

(b) The Developer shall obtain or shall require any contractor to obtain workers' compensation, commercial public liability and builder's risk insurance coverage in amounts required by the City pursuant to **Section 7.10** and shall deliver evidence of such insurance to the City. The Developer shall require that such insurance be maintained by the contractors for the duration of the construction of the applicable portion of the Work. The Developer shall be responsible for ensuring that contractors construct the Work in a good and workmanlike manner in accordance with the terms of this Agreement.

3.6. Competitive Bids; Prevailing Wage; Federal Work Authorization.

(a) The Developer shall comply with all federal, State and local laws relating to the construction of the Redevelopment Project, including, but not limited to, Section 107.170, RSMo., and laws relating to the payment of prevailing wages and competitive bidding, to the extent such laws are applicable to the Redevelopment Project or portions thereof.

(b) The Developer acknowledges that it must comply with Section 285.530, RSMo. regarding enrollment and participation in a federal work authorization program with respect to their respective employees working in connection with the Redevelopment Project. The Developer represents and warrants that it is in compliance with Section 285.530, RSMo. at the time of execution of this Agreement and has provided a sworn affidavit and supporting documentation affirming participation in a qualified work authorization program as evidence thereof.

3.7. Governmental Approvals. The City agrees to cooperate with the Developer and to process and timely consider all complete applications for the Governmental Approvals as received, all in accordance with the applicable City ordinances and laws of the State.

3.8. Concept Site Plan; Approved Site Plan; Zoning.

(a) *Approval of Concept Site Plan and Approved Site Plan.* The City hereby approves the Concept Site Plan. Such approval does not exempt the Developer from any zoning or site plan review process required by the Municipal Code. The parties agree that the Approved Site Plan shall govern the ultimate design and construction of the Redevelopment Project. Notwithstanding the foregoing, any site plan submitted by the Developer for approval as the Approved Site Plan must not, without the City's advance consent, result in such a change in the Redevelopment Project as would require compliance with the notice and hearing requirements of Section 99.825 of the TIF Act.

(b) *Changes.* During the progress of the Work, the Developer may make changes to the Approved Site Plan as permitted by the Municipal Code.

(c) *Zoning.* The Developer will apply to the City for E-3 Entertainment Overlay zoning or such other zoning designation as recommended by the City Planner for the Amusement Uses and waterpark

portions of the Redevelopment Project within 90 days of acquiring the necessary portions of the Property for the applicable portions of the Work. Nothing in this Agreement is intended to alter the City's generally applicable procedures for land use approvals.

3.9 Construction Plans.

(a) The Construction Plans shall be prepared by one or more professional engineers or architects licensed to practice in the State. The Construction Plans and all construction practices and procedures with respect to the Work shall conform with all applicable State and local laws, ordinances and regulations, including, but not limited to, any performance, labor and material payment bonds required for public improvements. The Developer shall submit Construction Plans for approval by the City's Building Department and the City Engineer in sufficient time to allow for review of the plans in accordance with applicable City ordinances and procedures and in accordance with the schedule set forth in **Section 3.3**. The plans shall be in sufficient completeness and detail to show that construction will be in conformance with the Approved Site Plan and this Agreement.

(b) Before commencement of construction or during the progress of the Work, the Developer may make such reasonable changes, including, without limitation, modification of the areas in which the Work is to be performed, relocation, expansion or deletion of items, revisions to the areas and scope of the Work, and any and all such other changes as site conditions or orderly development may dictate or as may be required to meet any reasonable requests of prospective tenants or purchasers of any real property located within the Redevelopment Area or as may be necessary or desirable, in the sole determination of the Developer, to enhance the economic viability of the Redevelopment Project and as may be in furtherance of the general objectives of the Redevelopment Plan; provided that, (1) the Developer shall obtain all necessary approvals and comply with all laws, regulations and ordinances of the City, (2) any changes shall not result in an extension of the time for performance of any obligation under this Agreement, and (3) the Developer shall obtain the City's advance written consent to any change that would, in the opinion of the City Attorney or special counsel retained by the City, result in such a change in the Redevelopment Projects as would require compliance with the notice and hearing requirements of Section 99.825 of the TIF Act.

3.10. Special Development Conditions.

(a) The Developer acknowledges that in consideration of the public participation in financing Redevelopment Project Costs, the City expects that:

(1) the Redevelopment Project will include enhanced aesthetic features, including facades, landscaping, and plaza areas in similar or superior quality and design to the renderings attached hereto as **Exhibit G**; and

(2) the Redevelopment Project will include at least 10 rides and attractions that are not available elsewhere in Camden County, Miller County and Morgan County as of the date of this Agreement, including without limitation, a skywheel and a simulated surfing experience attraction (or other comparable attraction acceptable to the City), as depicted in the Concept Site Plan.

(b) The Hotel constructed as part of the Redevelopment Project shall be initially opened as and continue to be operated as a Marriott or an "Upper Upscale" or better rated hotel (based on the STR chain scales <https://hotelnewsnow.com/Media/Default/Images/chainscales.pdf>) (the "Hotel Quality Standard"). Notwithstanding anything to the contrary contained herein, if the Hotel ceases to satisfy the Hotel Quality Standard, the Developer shall notify the City in writing of such failure and the Developer shall, subject to **Section 7.7**, have six months thereafter to bring the operation of the Hotel into conformance with the Hotel Quality Standard. If, after the expiration of the six month period (or such longer period permitted by

Section 7.7), the Hotel does not satisfy the Hotel Quality Standard then, notwithstanding anything to the contrary herein, the inclusion of the City Hotel Tax Rebate in Available Revenues will be suspended until the Hotel once again satisfies the Hotel Quality Standard. The Developer shall not be entitled to any City Hotel Tax Rebate revenue lost due to such suspension.

(c) Beginning in the year after the year in which the Certificate of Substantial Completion is approved or deemed approved pursuant to **Section 3.12**, the Developer will ensure that a majority of the Amusement Uses are open to the public during at least 150 days each calendar year and that the waterpark is open to the public and guests of the Hotel at least 250 days each calendar year. No later than each January 31, the Developer shall report compliance with this subsection in writing to the City. Notwithstanding the foregoing, the Developer's obligation to be open and operate the Amusement Uses and waterpark a minimum number of days pursuant to this subsection may be excused in the same manner that times for performance may be extended pursuant to **Section 7.7** (for example, if circumstances permit a time for performance to be extended by 10 days pursuant to **Section 7.7**, then those circumstances would reduce the 150 day and 250 day requirements above to 140 and 240, respectively, provided the Developer complied with procedural requirements of **Section 7.7**, including, without limitation, the written notice requirement).

(d) The Developer shall use commercially reasonable efforts to allow free daily use of boat slips in the marina portion of the Redevelopment Project. However, commercially reasonable efforts shall not preclude the Developer from charging daily and overnight fees to Hotel guests for the use of boat slips or from charging fees for use of a boat slip during a special event. The Developer shall not knowingly permit anyone to sleep on a docked boat overnight.

3.11. Tenant Selection; Prohibited Uses.

(a) The Developer agrees to use best efforts to secure the high quality, unique users for the Redevelopment Project (unique users being users that do not already have locations within Camden County, Miller County and Morgan County). If the Developer obtains a tenant identified through the City's NextSite service or similar provider, the Developer shall reimburse the City for any success fee paid by the City to the service provider within 10 days written demand by the City.

(b) Because the Redevelopment Area is aimed at entertainment and tourism, the following types of uses shall not be permitted within the Redevelopment Area unless approved in writing by the City: (1) adult entertainment, (2) adult bookstores, (3) miniature golf courses, go-kart tracks and bumper cars (which the Developer acknowledges are already available in the City), (4) laundromats, (5) marijuana-related businesses, (6) pawn shops, (7) payday loan, (8) title loan, (9) check-cashing and similar uses, (10) thrift or secondhand stores, (11) retailers who engage primarily in buy-out or liquidation merchandise, discount general merchandise (e.g., Family Dollar, Dollar General or Dollar Tree), gas stations, convenience stores (e.g., QuikTrip or Bucee's), (12) grocery retailers (except those which are included in the Hotel structure and less than 1,000 square feet in total area), (13) professional services (including but not limited to medical offices, law firms, accountants, and other such service businesses which deal in primarily non-taxable services), (14) storage facilities (including short- and long-term), (15) dealers of titled vehicles (including cars, trucks, ATVs, RVs, boats, and PWCs), (16) booths or kiosks for off-premises sales, (17) private fitness centers which are not accessories to the Hotel, (18) other private clubs which are not accessories to the Hotel, and (19) non-profit entities.

3.12. Certificate of Substantial Completion.

(a) Upon substantial completion of the Work, the Developer shall furnish a Certificate of Substantial Completion to the City. The Certificate of Substantial Completion shall be in substantially the form of **Exhibit C**.

(b) The appropriate City official shall diligently process the submitted Certificate of Substantial Completion, including making such inspections as may be reasonably necessary to verify the accuracy of the project architect's certifications accompanying the Certificate of Substantial Completion. The appropriate City official shall accept or reject the Certificate of Substantial Completion, and the accompanying certifications of the project architect, and shall do so in writing within 45 days following delivery to the City. If the City fails to approve or reject the Certificate of Substantial Completion in writing within such 45-day period, then the Developer shall notify the City in writing of its failure to take action on the Certificate of Substantial Completion and the City shall have 30 days from receipt of such notice to accept or reject the Certificate of Substantial Completion in writing. If the City has not accepted or rejected the Certificate of Substantial Completion within such 30-day period, the Certificate of Substantial Completion shall be deemed accepted by the City. If the appropriate City official rejects the Certificate of Substantial Completion and/or accompanying certifications, such rejection shall specify in reasonable detail in what respects the Developer has failed to complete the applicable Work in reasonable accordance with the provisions of this Agreement, or in what respects the Developer is otherwise in default, and what reasonable measures or acts the Developer must take or perform, in the reasonable opinion of such City official, to obtain such acceptance.

(c) Upon acceptance (or deemed acceptance) of the Certificate of Substantial Completion by the City, the Developer may record the Certificate of Substantial Completion with the Camden County Recorder, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to perform the applicable Work in accordance with this Agreement.

3.13. Community Improvement District.

(a) The Developer and the City shall cause the CID, promptly following constitution of a board of directors, to (1) authorize and enter into the Cooperation Agreement and (2) take such steps as are necessary (including casting votes as a qualified voter under the CID Act) to impose the CID Sales Tax and the CID Special Assessment.

(b) The parties agree that, for so long as the Developer or a Related Party owns any of the Property, it will authorize three designees of the City's Mayor to be its authorized representative for purposes of qualifying to be appointed to the CID's Board of Directors.

(c) The City acknowledges that the CID is integral to the financing of the Redevelopment Project, and in that regard the City will cooperate with and assist the Developer in all proceedings relating to the creation and certification of the CID.

(d) The CID will not issue any bonds, notes and other obligations except as expressly provided in the Cooperation Agreement.

(e) The parties agree that while tax increment financing is in effect in the Redevelopment Area, 50% of the revenues attributable to the CID Sales Tax will, pursuant to Section 99.845 of the TIF Act, be transferred to or at the direction of the City for deposit into the EATS Account of the Special Allocation Fund, and the City and the Developer will cause the CID to provide the necessary consents thereto required by Section 99.845.3 of the TIF Act. In addition, the City and the Developer will cause the CID to transfer all other CID Revenues that constitute Available Revenues (i.e., CID Special Assessment Revenues and portion of CID Sales Tax revenues not required to be deposited into the Special Allocation Fund by operation of the TIF Act, less the CID Annual Operating Costs) to the Bond Trustee in accordance with the Financing Agreement and the Bond Indenture.

(f) Once all TIF Obligations and Subordinate TIF Obligations have been repaid, the City and the Developer will cooperate to cause the CID to be dissolved.

(g) So long as any TIF Obligations or Subordinate TIF Obligations are outstanding, the CID Sales Tax and the CID Special Assessment may not be repealed or reduced.

(h) The Developer and the City shall cause the CID to promulgate specific forms and procedures for the collection and reporting of CID Special Assessment revenues. The City, the TIF Monitor and the Bond Trustee shall all have authority to audit any CID Special Assessment reports.

(i) The Developer and the City shall, to the extent within their respective controls, cause the CID to fully cooperate in the issuance of any TIF Obligations or Subordinate TIF Obligations, and shall further cause the CID to fully cooperate with the Bond Trustee and TIF Monitor in connection with any ongoing reporting obligations related to the TIF Obligations or Subordinate TIF Obligations.

3.14. Transportation Development District.

(a) The Developer and the City shall cause the TDD, promptly following constitution of a board of directors, to (1) authorize and enter into the Cooperation Agreement and (2) take such steps as are necessary (including casting votes as a qualified voter under the TDD Act) to impose the TDD Sales Tax and the TDD Special Assessment.

(b) The parties agree that, for so long as the Developer or a Related Party owns any of the Property, it will (1) authorize three designees of the City's Mayor to be its authorized representative for purposes of qualifying to be appointed to the TDD's Board of Directors and (2) as an owner of Property within the TDD, cast its votes to elect the Mayor's designees to the TDD Board of Directors.

(c) The City acknowledges that the TDD is integral to the financing of the Redevelopment Project, and in that regard the City will cooperate with and assist the Developer in all proceedings relating to the creation and certification of the TDD.

(d) The TDD will not issue any bonds, notes and other obligations except as expressly provided in the Cooperation Agreement.

(e) The parties agree that while tax increment financing is in effect in the Redevelopment Area, 50% of the revenues attributable to the TDD Sales Tax will, pursuant to Section 99.845 of the TIF Act, be transferred to or at the direction of the City for deposit into the EATS Account of the Special Allocation Fund, and the City and the Developer will cause the TDD to provide the necessary consents thereto required by Section 99.845.3 of the TIF Act. In addition, the City and the Developer will cause the TDD to transfer all other TDD Revenues that constitute Available Revenues (i.e., TDD Special Assessment Revenues and portion of TDD Sales Tax revenues not required to be deposited into the Special Allocation Fund by operation of the TIF Act, less the TDD Annual Operating Costs) to the Bond Trustee in accordance with the Financing Agreement and the Bond Indenture.

(f) Once all TIF Obligations and Subordinate TIF Obligations have been repaid, the City and the Developer will cooperate to cause the TDD to be dissolved.

(g) So long as any TIF Obligations or Subordinate TIF Obligations are outstanding, the TDD Sales Tax and the TDD Special Assessment may not be repealed or reduced.

(h) The TDD Special Assessment shall not be imposed on any property owned by the City.

(i) The Developer and the City shall, to the extent within their respective controls, cause the TDD to fully cooperate in the issuance of any TIF Obligations or Subordinate TIF Obligations, and shall further cause the TDD to fully cooperate with the Bond Trustee and TIF Monitor in connection with any ongoing reporting obligations related to the TIF Obligations or Subordinate TIF Obligations.

ARTICLE IV

REIMBURSEMENT OF DEVELOPER COSTS

4.1. City's Obligation to Reimburse Developer. The City agrees to reimburse the Developer, but solely from the proceeds of the TIF Obligations and Subordinate TIF Obligations as provided herein, for verified Reimbursable Redevelopment Project Costs in an amount not to exceed the Maximum Reimbursement Amount. Financing of the Maximum Reimbursement Amount through the issuance of TIF Obligations and Subordinate TIF Obligations shall be subject to the following limitations:

(a) No more than the amount of \$10,896,473 plus an allocable share of Issuance Costs, accrued or capitalized interest, reserve funds, and other financing transaction costs may be payable from Available Revenues consisting of New State Revenues;

(b) No more than the amount of \$51,886,524 (or \$50,086,524 if the Fire District is not executed prior to the initial issuance of TIF Obligations) plus an allocable share of Issuance Costs, accrued or capitalized interest, reserve funds, and other financing transaction costs may be payable from Available Revenues consisting of PILOTs, EATs (including CID Sales Tax revenues and TDD Sales Tax revenues deposited in the Special Allocation Fund by operation of the TIF Act) and the City Hotel Sales Tax Rebate; and

(c) Any or all of the Maximum Reimbursement Amount, accrued or capitalized interest, reserve funds, and other financing transaction costs may be paid from CID Revenues and TDD Revenues, to the eligible under the CID Act and the TDD Act, respectively.

4.2. Reimbursements Limited to Reimbursable Redevelopment Project Costs. Reimbursements to the Developer are limited to costs that qualify as "redevelopment project costs" under Section 99.805(16) of the TIF Act, plus Issuance Costs. Reimbursable Redevelopment Project Costs incurred by the Developer will be eligible for reimbursement upon compliance with the following procedures:

(a) The Developer may submit to the City a Certificate of Reimbursable Redevelopment Project Costs in substantially the form attached as **Exhibit D** hereto. Such Certificate shall be accompanied by itemized invoices, receipts or other information that will demonstrate that any cost has been incurred and qualifies for reimbursement pursuant to this Agreement.

(b) The City shall notify the Developer in writing within 30 days after each submission of its approval or disapproval of the costs identified in each Certificate of Reimbursable Redevelopment Project Costs. If the City determines that any cost identified as a Reimbursable Redevelopment Project Cost is not a Reimbursable Redevelopment Project Cost under this Agreement, the City shall so notify the applicable Developer in writing within 30 days after the submission, identifying the ineligible cost and the basis for determining the cost to be ineligible. The Developer shall then have the right to identify and substitute other Redevelopment Project

Costs as Reimbursable Redevelopment Project Costs, which shall be included with a supplemental application for payment submitted within 15 days after the City's notification of any ineligible costs. The City shall then review and notify the Developer in writing within 30 days after submission of its approval or disapproval of the costs identified in the supplemental application for payment. If the City fails to approve or disapprove the Certificate of Reimbursable Redevelopment Project Costs within 30 days of submission, the Certificate shall be deemed approved. The amount of Reimbursable Redevelopment Project Costs included in all approved Certificates of Reimbursable Redevelopment Project Costs shall not exceed the Maximum Reimbursement Amount.

(c) The Developer shall provide such information, books and records as the City may reasonably request for the City to confirm that any cost submitted qualifies as a Reimbursable Redevelopment Project Cost under this Agreement has been incurred and paid by the Developer or will be paid from the Project Fund upon approval of the Certificate. The City may retain such consultants as it deems necessary in connection with such review, the cost of which shall be paid from the funds deposited pursuant to **Section 2.2(b)**.

4.3. City's Obligations Limited to Special Allocation Fund and Bond Proceeds. Notwithstanding any other term or provision of this Agreement, Reimbursable Redevelopment Project Costs shall be payable or reimbursable only from bond proceeds deposited into Project Funds associated with TIF Obligations and Subordinate TIF Obligations, the Special Allocation Fund and from no other source.

ARTICLE V

OBLIGATIONS

5.1. Issuance of TIF Obligations.

(a) The Developer and the City shall cooperate (and shall cause the CID and the TDD to cooperate) with the MDFB to issue to TIF Obligations subject to the following conditions:

(1) the City shall select Bond Counsel, the Bond Trustee, the financial advisor and the underwriter or placement agent for any TIF Obligations (notwithstanding the foregoing, the City agrees that Stifel, Nicolaus & Company, Incorporated may serve as underwriter or placement agent);

(2) a revenue consultant reasonably acceptable to the City shall have prepared a revenue study indicating that the projected Available Revenues are not, in the City's reasonable determination, materially different than the projections included in the cost-benefit analysis prepared by the Developer in connection with the Redevelopment Plan;

(3) the City, the CID, the TDD and the MDFB shall enter into a Financing Agreement providing for the transfer of Available Revenues to the Bond Trustee for repayment of TIF Obligations;

(4) the City shall have approved by the Bond Indenture and any other applicable documents (including, without limitation, a continuing disclosure agreement and tax compliance agreement, if applicable) in substantially final form by ordinance;

(5) 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;

(6) the Developer shall have (or will simultaneously with the issuance of the TIF Obligations) enter into a guaranteed maximum price construction contract or contracts for the construction of the Redevelopment Project (notwithstanding the foregoing, the waterpark portion of the Redevelopment Project may be constructed pursuant to a cost plus construction contract so long as the Developer provides other assurances of completion reasonably acceptable to the City);

(7) the Developer shall (A) obtain private financing sources and (B) obtain commitments for equity satisfactory to the City and the Underwriter for all private financing and equity sources necessary to complete the Redevelopment Project;

(8) the Developer shall have provided to the City's reasonable satisfaction, evidence of commitments to build and operate the Amusement Uses, the Hotel (which satisfies the requirements of **Section 3.10(b)**) and the waterpark included in the Redevelopment Project;

(9) the Developer shall have acquired the Timeshare Property or otherwise obtained control of the Timeshare Property to the City's satisfaction;

(10) the final maturity of the TIF Obligations may not exceed December 31, 2063; provided, however, Available Revenues consisting of TIF Revenues and the City Hotel Sales Tax Rebate will cease to be available after [*June __*], 2046 (i.e., 23 years from the adoption of the TIF Ordinance) and Available Revenues consisting of CID Revenues will cease to be available after [*June __*], 2050 (i.e., 27 years from the formation of the CID);

(11) the Developer has applied for and obtained (A) an E-3 Entertainment Overlay (or other zoning designation and zoning permits acceptable to the City) for the applicable portion of the Redevelopment Area, (B) a building permit for one or more Parking Garages collectively containing at least 800 spaces, and (C) a site development permit for the Hotel;

(12) the City, in consultation with its financial advisor and any applicable underwriter or placement agent, determines that a reasonably prudent issuer of municipal securities would find that the then-current market conditions are sufficient to support the proposed issuance of TIF Obligations (which the parties acknowledge that as of the date of this Agreement, would constitute an all-costs included true interest cost not more than 350 basis points in excess of the 30-year 'AAA' benchmark tax-exempt interest rate assuming a 5% coupon); and

(13) until such time as a Certificate of Substantial Completion is approved or deemed approved pursuant to **Section 3.12**, (A) the proceeds of any TIF Obligations may only be used for capitalized interest, reserve funds, Issuance Costs and Reimbursable Redevelopment Project Costs associated with certain infrastructure costs, which shall be further described in the Bond Indenture and (B) the net proceeds of any TIF Obligations after payment of Issuance Costs, capitalized interest, reserve funds and other financing transaction costs, shall be used to pay Reimbursable Redevelopment Project Costs (but not including any Acquisition Costs) in an amount not to exceed \$55,000,000 associated with the Parking Garage and other infrastructure costs described in the Bond Indenture.

(b) Notwithstanding the foregoing, the City and the Developer agree and acknowledge that additional conditions and restrictions on the issuance of TIF Obligations and the use of proceeds from the sale of TIF Obligations may be included in the Financing Agreement and the Bond Indenture, including, without limitation, (1) the use of other financing sources concurrently with the proceeds of TIF Obligations to fund Redevelopment Project Costs and (2) a specific description of any infrastructure costs to be funded by proceeds of the TIF Obligations prior to approval or deemed approval of the Certificate of Substantial Completion.

(c) The City and the Developer intend for an amount of proceeds of the TIF Obligations sufficient to fund the cost of the Parking Garage to be made available to the TDD to pay the costs of completing the Parking Garage.

(d) Following approval or deemed approval of a Certificate of Substantial Completion pursuant to **Section 3.12**, the City and the Developer shall cooperate, from time to time (and subject to the City's determination of acceptable market conditions in similar manner to (a)(12) above), to issue additional TIF Obligations to (1) reimburse any remaining Reimbursable Redevelopment Project Costs not paid from the proceeds of prior TIF Obligations (but not to exceed the Maximum Reimbursement Amount) and (2) refund any previously issued TIF Obligations to achieve interest cost savings.

(e) Notwithstanding anything to the contrary contained herein, if TIF Obligations are not issued by December 31, 2024 because any of the conditions set forth in (a)(2) or (a)(6)-(9) have not been satisfied by the Developer, the City may terminate this Agreement upon 10 days written notice to the Developer. **Section 7.7** shall not apply to this paragraph.

5.2. Subordinate TIF Obligations.

(a) Following the approval or deemed approval of a Certificate of Substantial Completion pursuant to **Section 3.12** and the approval or deemed approval of Certificates of Reimbursable Redevelopment Project Costs up to the Maximum Reimbursement Amount pursuant to **Section 4.2**, the MDFB or the City may issue Subordinate TIF Obligations to the Developer, a Related Party or a Lender.

(b) Notwithstanding anything to the contrary contained herein:

(1) no Subordinate TIF Obligations shall be issued unless the City approves the form of the applicable Bond Indenture by ordinance;

(2) the interest rate on the Subordinate TIF Obligations shall not exceed the lesser of (A) 100 basis points above the all-costs included true interest cost of all outstanding TIF Obligations (or, if no TIF Obligations are outstanding, an interest rate determined in the manner described in **Section 5.1(a)(11)**) or (B) the maximum interest rate permitted by law;

(3) the Developer shall advance or cause to be advanced all Issuance Costs associated with the Subordinate TIF Obligations;

(4) the Subordinate TIF Obligations may be cancelled if this Agreement is terminated in whole or in part pursuant to **Section 5.6** and **Section 7.2**; and

(5) unless otherwise approved by the City, Subordinate TIF Obligations may not be transferred to any entity other than the Developer, a Related Party or a Lender.

(c) Unless otherwise provided in the Bond Indenture, no Available Revenues shall be applied to the payment of principal of and interest on the Subordinate TIF Obligations while TIF Obligations are outstanding.

5.3. Cooperation in the Issuance and Administration of TIF Obligations.

(a) If the MDFB issues TIF Obligations, the Developer covenants to cooperate and take all reasonable actions necessary to assist the MDFB, the City and Bond Counsel, underwriters and financial advisors in the preparation of offering statements, private placement memorandum or other disclosure documents and all other documents necessary to market and sell the TIF Obligations, including (1) disclosure of tenants and other operating businesses within the Redevelopment Area and the non-financial terms of the leases and operating agreements between the Developer and such tenants, and (2) providing sufficiently detailed estimates of Reimbursable Redevelopment Project Costs so as to enable Bond Counsel to render its opinion as to the tax-exemption of TIF Obligations. The Developer shall, if requested by the City, execute a continuing disclosure agreement or undertaking, whereby the Developer will be required to provide annual updates to certain operating information, including the information regarding tenant leases or other operating businesses within the Redevelopment Area described above. 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. Such compliance obligation 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.

(b) Notwithstanding anything to the contrary contained herein, the City and the Developer acknowledge and agree that, if recommended by Bond Counsel, TIF Obligations may be issued in separate series payable from separate portions of the Available Revenues (for example, Bond Counsel may recommend a separate series of TIF Obligations payable only from New State Revenues).

(c) The Developer and the City agree that a TIF Monitor will be used to assist in administering any TIF Obligations. The City Administrative Fee shall not be used to pay the cost of the TIF Monitor.

5.4. City to Select Bond Counsel, Underwriter and Consultants; Term and Interest Rate.

The City shall select Bond Counsel, underwriters, financial advisors and consultants as the City deems necessary for the issuance of the TIF Obligations. The TIF Obligations shall bear interest at such rates, shall be subject to redemption and shall have such terms as the City, following consultation with the Developer, underwriters, financial advisors and consultants, shall reasonably determine in conformance with the terms of this Agreement. Subordinate TIF Obligations shall bear interest at rate equal to (a) if the interest on the Subordinate TIF Obligations is determined to be excludable from gross income for federal income tax purposes by Bond Counsel, 7.00%, or (b) if the interest on the Subordinate TIF Obligations is determined to be included in gross income for federal income tax purposes by Bond Counsel, 8.00%.

5.5. No Other Obligations or Uses of Available Revenues. The City shall not issue any other indebtedness or obligations secured by Available Revenues deposited into the account of the Special Allocation Fund from which the TIF Obligations and Subordinate TIF Obligations, if any, are or will be secured. Following the redemption and payment in full of the TIF Obligations and Subordinate TIF Obligations, the City may dissolve the Special Allocation Fund.

5.6. Public Participation and Investment Deficit.

(a) Attached as **Exhibit H** hereto is the Developer's current estimated cost of the Redevelopment Project. Within one year following the Developer's submission of a Certificate of Substantial Completion in accordance with **Section 3.12** (or at any point prior to such time as Developer shall desire), the Developer shall furnish to the City a statement of Verified Project Costs incurred to such point. The Developer shall also furnish reasonable back-up documentation supporting such costs sufficient to satisfy the City as to the accuracy of such statement.

(b) Within 30 days of Developer's submittal of Verified Project Costs, the City shall review the same to determine if an Investment Deficit exists. If an Investment Deficit exists, then, notwithstanding anything to the contrary contained herein, the Maximum Reimbursement Amount shall be reduced by \$0.22 for each \$1.00 of Investment Deficit (such amount being the "*Clawback Amount*") and the total amount of TIF Obligations and Subordinate TIF Obligations that could be issued under this Agreement shall be reduced by such Clawback Amount (and if TIF Obligations and Subordinate TIF Obligations exceeding Maximum Reimbursement Amount less the Clawback Amount have already been issued, principal amount of the Subordinate TIF Obligations equal to the Clawback Amount shall be cancelled).

(c) Notwithstanding subsections (a) and (b), the Developer may, within the one-year period referenced in subsection (a), submit additional statements of Verified Project Costs following the submission of an initial statement of Verified Project Costs. Upon any such additional submission, the City shall (1) recalculate the Investment Deficit as provided in subsection (b) using the total of the new and all previously submitted Verified Project Cost statements, (2) recalculate the adjustment in the Maximum Reimbursement Amount as provided in subsection (b), (3) reinstate the applicable portion of the Subordinate TIF Obligations previously cancelled to reflect the newly adjusted Maximum Reimbursement Amount, and (4) notify the Developer of the newly-adjusted Maximum Reimbursement Amount.

5.7. Sales Tax Exemption on Construction Materials. Pursuant to Ordinance No. 23.____, the City shall participate in one or more issuances of taxable industrial revenue bonds to facilitate a sales and use tax exemption on construction materials used to construct the Redevelopment Project.

ARTICLE VI

SPECIAL ALLOCATION FUND; COLLECTION AND USE OF TIF REVENUES

6.1. Special Allocation Fund. The City agrees to cause its Finance Director or other financial officer to maintain the Special Allocation Fund, including within such fund a "*PILOTS Account*," an "*EATS Account*," a "*New State Revenues Account*" and a "*City Hotel Sales Tax Rebate Account*." Subject to the requirements of the TIF Act and, with respect to Economic Activity Taxes and the City Hotel Sales Tax Rebate, subject to annual appropriation by the Board of Aldermen, the City will, promptly upon receipt thereof, deposit all Payments in Lieu of Taxes generated from the Redevelopment Area into the PILOTS Account, all Economic Activity Taxes generated from the Redevelopment Area that constitute TIF Revenues into the EATS Account, all New State Revenues received from the State into the New State Revenues Account, and the City Hotel Sales Tax Rebate into the City Hotel Sales Tax Rebate Account. The City shall take such actions as it deems reasonable to cause the Assessor, the County Collector, and the Missouri Department of Revenue to perform all duties required to be performed pursuant to Section 99.845 of the TIF Act. Notwithstanding the foregoing, for the purpose of easing administrative burdens, the City may, in its discretion, direct the State, the CID and the TDD to transfer funds that would otherwise be

deposited into the Special Allocation Fund directly to the Bond Trustee for application as provided in the Bond Indenture.

(a) *Certificate of Total Initial Equalized Assessed Value.* The City shall provide to the Developer, within 30 days after the City's receipt thereof, the Camden County Assessor's calculation of the total initial assessed value of all taxable property within the Redevelopment Area, determined pursuant to Section 99.855.1 of the TIF Act.

(b) *Certificate of Initial Economic Activity Tax Revenues.* The City shall provide to the Developer and shall file with Camden County, within 30 days after the City's receipt thereof, a certification of the total additional revenues from Economic Activity Taxes that are eligible pursuant to the TIF Act or other Missouri law for deposit into the Special Allocation Fund and which were imposed by the City or other taxing districts for economic activities within the Redevelopment Area in the calendar year prior to the adoption of tax increment financing for such area.

(c) *Consent to Release of Sales Tax Information.* If there are five (5) or fewer tenants generating sales taxes within the Redevelopment Area, the CID or the TDD, the Developer shall cause each such tenant to deliver a consent to disclose sales tax information allowing the City, the State, the CID and the TDD to make public sales tax information for the purposes of (1) complying with reporting requirements contained in the TIF Act, the CID Act and the TDD Act, (2) providing such information to the Trustee for any TIF Obligations and (3) making certain disclosures associated with any public offering of TIF Obligations. Receipt of such consent, to the extent required by this subsection, shall be a prerequisite to the issuance of the TIF Obligations.

6.2. Application of Available Revenues.

(a) Available Revenues will be applied in the manner required by the Financing Agreement and the Bond Indenture, provided that Available Revenues shall be used to pay arbitrage rebate (if any), Bond Trustee fees and TIF Monitor fees prior to payment of debt service on any TIF Obligations. The City shall deduct the applicable City Administrative Fee from TIF Revenues on deposit in the Special Allocation Fund prior to the transfer of any Available Revenues to the Bond Trustee pursuant to the Financing Agreement and the Bond Indenture.

(b) The City and the Developer also agree that Available Revenues may, if recommended by Bond Counsel, be bifurcated so that portions of the Available Revenues are used to pay separate series of TIF Obligations.

(c) If the moneys available in the Special Allocation Fund are insufficient to pay the City Administrative Fee by March 31 of each year, then the unpaid portion shall accrue interest thereon at the Prime Rate until the City Administrative Fee is paid in full.

(d) The City agrees to direct the officer of the City charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the Board of Aldermen for each fiscal year that the TIF Obligations are outstanding a request to appropriate all moneys in the EATS Account, the New State Revenues Account and the City Hotel Sales Tax Rebate Account in the manner provided by this Section and in the Bond Indenture.

(e) Following the redemption and payment in full of the TIF Obligations, the City may utilize any excess Available Revenues that are not needed to pay the TIF Obligations to pay any other authorized Redevelopment Project Costs, including Subordinate TIF Obligations.

6.3. Developer Cooperation in Determining Available Revenues.

(a) The Developer (or its successor(s) in interest as an owner or owner(s) of the affected portion(s) of the Redevelopment Area) shall:

(1) require each “seller” (as that term is defined in Section 144.010(10) of the Revised Statutes of Missouri, as amended) located in the Redevelopment Area that has multiple business operations within the City to file a separate Missouri Department of Revenue Form 53-1 for each location in order to separately identify and declare all sales taxes originating within the Redevelopment Area;

(2) supply or cause to be promptly supplied to the City, monthly sales tax information of each “seller” (as that term is defined in Section 144.010(10), RSMo.) in a form substantially similar to the monthly sales tax returns filed with the Missouri Department of Revenue;

(3) cause any hotel within the Redevelopment Area to provide the City, the CID and TDD, at their respective requests, with a breakdown between hotel room sales and non-hotel room sales, as necessary to for each such entity to calculate the amount of Economic Activity Taxes to be deposited into the Special Allocation Fund;

(4) make good faith efforts to assist the City in compiling any information that the City must publicly report, including, without limitation, the information required by Section 99.865.1 of the TIF Act; and

(5) include a provision in every new or amended lease, purchase agreement or similar agreement requiring any lessee, purchaser or transferee of real property or other user of real property located within the Redevelopment Area that states:

Economic Activity Taxes: [*Tenant/Purchaser/Transferee*] acknowledges that the Premises are a part of a tax increment financing district (“TIF District”) created by the City of Osage Beach, Missouri (the “City”) and that certain taxes generated by [*Tenant/Purchaser/Transferee*]’s economic activities, including sales taxes, will be applied toward the costs of improvements for the development that the Premises are part of. Upon the request of [*Landlord/Seller/Transferor*] or the City, [*Tenant/Purchaser/Transferee*] shall forward to the City monthly or quarterly, as applicable, sales tax information in a form substantially similar to the 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/Purchaser/Transferee*]’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/Purchaser/Transferee*] 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.

Alternate language may be used by the Developer if such language is approved by the City Attorney. At the request of the City, the Developer shall provide a certification to the City confirming that a lease, purchase agreement or similar agreement includes the provisions satisfying the Developer’ obligation as set forth above.

(b) Unless the Developer or an occupant of the Redevelopment Area provides utility tax documentation to the City, the Developer hereby waives any claim to utility tax revenues and hereby agrees to bring no suit, claim or other action against the City seeking the deposit of utility tax revenues into the Special Allocation Fund. Any utility tax revenues generated from the Redevelopment Area for which the Developer has not provided documentation to the City are hereby declared to be surplus by the City pursuant to the TIF Act.

(c) The Developer hereby acknowledges and agrees that the City will not be able to determine whether certain use tax revenues (including, without limitation, use tax paid by Amazon.com) are generated within the Redevelopment Area and, therefore, subject to tax increment financing. Accordingly, the Developer hereby waives any claim to use tax revenues that the City cannot readily identify as having been generated in the Redevelopment Area, and hereby agrees to bring no suit, claim or other action against the City seeking deposit of such use tax revenues into the Special Allocation Fund. To the extent any use tax revenues generated in Redevelopment Area qualify as Economic Activity Taxes, such taxes shall be declared as surplus under the TIF Act.

6.4. Obligation to Report TIF Revenues, CID Sales Tax and TDD Sales Tax. Any purchaser or transferee of the Property, and any lessee or other user of the Property required to pay TIF Revenues, CID Sales Tax and the TDD Sales Tax, shall use all reasonable efforts to timely furnish to the City such documentation as is required by **Section 6.3**, which information may also be shared with the TIF Monitor. So long as any TIF Obligations or Subordinate TIF Obligations are outstanding, the Developer shall cause such obligation to be a covenant running with the land and shall be enforceable as if such purchaser, transferee, lessee or other user of such real property were originally a party to and bound by this Agreement.

ARTICLE VII

GENERAL PROVISIONS

7.1. Developer's Right of Termination. At any time prior to the delivery of the Certificate of Substantial Completion, the Developer may, by giving written notice to the City, abandon the Work and terminate this Agreement and the Developer's obligations hereunder (except as may expressly survive termination) if the Developer determines, in its sole discretion, that the Redevelopment Project is no longer economically feasible. If the Developer abandons the Work, it must restore the Property within 120 days to an appropriate grade (similar to its existence prior to the commencement of any Work) with any appropriate vegetation planting and other erosion and dust control measures. The foregoing requirement to restore the Property shall survive termination of this Agreement.

7.2. City's Right of Termination.

(a) The City may terminate this Agreement at any time prior to the delivery of the Certificates of Substantial Completion if:

(1) the Developer defaults in or breaches any material provision of this Agreement and fails to cure such default or breach pursuant to **Section 7.6** (subject to extension in accordance with **Section 7.7**), or materially breaches any representation or warranty contained in **Section 8.2**; or

(2) the Developer fails to complete the Redevelopment Project within the time set forth in **Section 3.3(a)** (subject to extension in accordance with **Section 7.7**).

7.3. Results of Termination. If this Agreement is terminated in whole or in part pursuant to **Section 7.1** or **Section 7.2**, then:

(a) if such termination occurs before the acceptance or deemed acceptance of the Certificate of Substantial Completion, the City shall have no further obligation to reimburse the Developer for any amounts advanced under this Agreement, or costs otherwise incurred or paid by such Developer with respect to the Redevelopment Project (however, any previously issued TIF Obligations will remain outstanding and payable from Available Revenues as provided in the Financing Agreement and the Bond Indenture); and

(b) if such termination occurs after the acceptance or deemed acceptance of the Certificate of Substantial Completion, then any outstanding Subordinate TIF Obligations shall be cancelled.

7.4. Term of Agreement. This Agreement, and all of the rights and obligations of the parties hereunder, shall terminate and shall become null and void on that date which is the earliest of (a) the final maturity date of all TIF Obligations and Subordinate TIF Obligations, (b) the payment of all Reimbursable Redevelopment Project Costs and the retirement in full of all TIF Obligations and Subordinate TIF Obligations, or (c) the delivery of a written notice by the City (and recordation of a copy of such notice with the Camden County Recorder) that this Agreement has been fully terminated pursuant to **Section 7.1** or **7.2**.

7.5. Successors and Assigns; Transfers to Tax-Exempt Organizations.

(a) *Successor and Assigns.*

(1) This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective successors and assigns.

(2) Without limiting the generality of the foregoing and subject to subpart (3) below, all or any part of the Redevelopment Area or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of the Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after redevelopment of the Redevelopment Project, whereupon the party disposing of its interest in the Redevelopment Area or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although any such Redevelopment Area so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement); provided, except as set forth below, prior to the City's acceptance of the Certificate of Substantial Completion, the Developer may not sell any Redevelopment Area it owns or assign its rights or obligations hereunder without the City's prior written approval.

(3) The Developer may, without the City's prior approval:

(i) assign all of its rights, duties and obligations hereunder to a Related Party if (A) such entity expressly assumes all of the applicable Developer's rights, duties and obligations hereunder and satisfies the requirements set forth in **Section 8.3**, (B) such entity provides evidence as required by **Section 7.10**, (C) the Developer provides at least 15 days' advance written notice of the proposed assignment (and a copy of the proposed assignment agreement) to the City, and (D) the Developer promptly provides a copy of the executed assignment to the City; or

(ii) encumber or collaterally assign its interests in the Redevelopment Area or any portion thereof to a Lender 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 or associated costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment and for the successor to further transfer the property to its successors;

(iii) lease or, following approval or deemed approval of the Certificate of Substantial Completion, sell portions of the Redevelopment Area to tenants or users in the ordinary course of the Developer's business, provided that, for the purposes of clarity, in the event of a sale of such property, such user shall not be entitled to seek reimbursement from the City from TIF Revenues for any costs incurred; or

(iv) transfer any portion of the Redevelopment Area to a Related Party, provided the Developer remains responsible under the Redevelopment Agreement for that portion of the Redevelopment Area transferred (i.e., such transfer is not made in connection with an assignment of the Redevelopment Agreement contemplated by (i) above) and the Developer provides 15 days' advance written notice of the transfer.

(b) *Tax-Exempt Organizations.* The Developer, without the prior written consent of the City, shall not, until all Reimbursable Redevelopment Project Costs have been paid (including TIF Obligations issued to finance such Reimbursable Redevelopment Project Costs and Subordinate TIF Obligations), sell any Property within the Redevelopment Area, other than the Parking Garage (which may be owned by the TDD or the City upon the terms set forth in the Cooperation Agreement), to an organization exempt from payment of ad valorem property taxes, unless such organization agrees to pay to the City, for deposit into the Special Allocation Fund, payments in lieu of taxes equal to the ad valorem real property taxes that would be due on such portion of the Redevelopment Area, but for the organization's exempt status. Any organization that is or may become exempt from payment of ad valorem property taxes shall, by its purchase of a portion of the Redevelopment Area and for each year that it is exempt from paying ad valorem property taxes on such portion of the Redevelopment Area, agree to pay to the City, for deposit into the Special Allocation Fund, payments in lieu of taxes equal to the ad valorem real property taxes that would be due on such portion of the Redevelopment Area, but for the organization's exempt status. This obligation to make payments in lieu of taxes shall terminate upon the retirement of all TIF Obligations and Subordinate TIF Obligations. This requirement shall be a covenant running with the land and shall be enforceable for such period as if such purchaser or other transferee or possessor thereof were originally a party to and bound by this Agreement. The Developer shall record a deed restriction, in form acceptable to the City Attorney, evidencing the requirements of this subsection. Notwithstanding anything to the contrary set forth in this subsection, this provision shall not prohibit the transactions contemplated by the City and the Developer pursuant to Ordinance No. ____ and **Section 5.7** hereof to facilitate a sales and use tax exemption on construction materials used to construct the Redevelopment Project.

7.6. Remedies. In the case of any default in or breach of any term or condition of this Agreement by either party, the defaulting or breaching party shall, upon written notice from the other party specifying such default or breach, cure or remedy such default or breach within 30 days after receipt of notice (or such longer period as shall be reasonably required to cure such default, provided that (1) the breaching party has commenced such cure within said 30-day period, and (2) the breaching party diligently prosecutes such cure to completion). If such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied as provided above, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach,

including, but not limited to proceedings to compel specific performance by the defaulting or breaching party or to terminate this Agreement.

7.7. Extensions of Time for Performance.

(a) Upon satisfaction of the provisions of paragraph (b) of this Section, neither the City nor the Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; acts of terrorism; war or globally significant hostilities involving deployment of U.S. armed forces; lack of issuance of any permits and/or legal authorization by the governmental or public utility entity necessary for the applicable Developer to proceed with construction of the applicable portion of the Work (but only if the Developer files all necessary documentation relating thereto in a timely manner considering the dates set forth in **Section 3.3** of this Agreement); supply chain disruption or scarcity of materials that result in suspension of work at the Redevelopment Project; natural disasters and declared federal, state or local emergencies which result in the suspension of work at the Redevelopment Project; spread of disease or other public health issues resulting in a government-imposed suspension of work at the Redevelopment Project; or other causes beyond the reasonable control of the party required to perform, including, but not limited to, any litigation or judicial proceeding, court order or judgment resulting from any litigation affecting the validity of the Redevelopment Plan, the Redevelopment Project, the TIF Obligations, this Agreement or any other litigation that adversely affects the development of the Redevelopment Project. Notwithstanding the foregoing, the parties agree that economic conditions, market conditions, financial conditions, lender restrictions, lack of tenant interest, and similar conditions or events do not constitute events of force majeure hereunder. The parties further agree that, to the best of their knowledge, no event of force majeure exists at the time of execution of this Agreement.

(b) No event under (a) shall be deemed to exist (1) as to any matter that could have been avoided by the exercise of due care in accordance with industry standards (including, without limitation, ordering of materials with appropriate lead times), (2) as to any matter unreasonably sustained by the Developer, and (3)(i) unless the Developer uses good faith efforts to provide the City Administrator with a written notice within 30 days of the applicable Developer's knowledge of the commencement of such claimed event specifying the event of force majeure, or (ii) the Developer demonstrates to the City Administrator's reasonable satisfaction that the Developer has diligently pursued its obligations under this Agreement, but for reasons beyond the Developer's control, has been unable to complete such obligations within the time specified in this Agreement. Times for performance shall be extended only for the amount of delay resulting from the event of force majeure.

7.8. Notices. Any notice, demand or other communication required by this Agreement to be given by one party hereto to another shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class mail, postage prepaid, delivered personally, or transmitted electronically (and receipt confirmed by telephone):

(a) If to the City:

City of Osage Beach
1000 City Parkway
Osage Beach, Missouri 65065
Attention: City Administrator
jwoods@osagebeach.org

with copies to:

City of Osage Beach
1000 City Parkway
Osage Beach, Missouri 65065
Attention: City Attorney
cbradbury@osagebeach.org

and

Gilmore & Bell, P.C.
One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102
Attention: Mark A. Spykerman
mspykerman@gilmorebell.com

(b) If to the Developer:

Lakeport Village LLC
6136 Nieman Road
Shawnee, Kansas 66203
Attention: Jeff Tegethoff
jeff@tegethoffdevelopment.com

with a copy to:

Husch Blackwell LLP
8001 Forsyth Boulevard, Suite 1500
St. Louis, Missouri 63105
Attention: David Richardson
David.richardson@huschblackwell.com

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph. A duplicate copy of each notice or other communication given hereunder shall be given to each other party.

7.9. Conflict of Interest. No member of the Board of Aldermen, the TIF Commission, or any branch of the City's government who has any power of review or approval of any of the Developer's undertakings, or of the City's contracting for goods or services for the Redevelopment Area, shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation, partnership or other entity in which that member is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the Board of Aldermen the nature of such interest and seek a determination by the Board of Aldermen with respect to such interest and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

7.10. Insurance; Damage or Destruction of Redevelopment Project.

(a) The Developer will cause there to be insurance as hereinafter set forth at all times during the process of constructing the Work and continuing so long as any TIF Obligations and Subordinate TIF

Obligations are outstanding. The Developer shall, from time to time at the request of the City, furnish the City with proof of payment of premiums on:

(1) Commercial liability insurance with coverages of not less than the current absolute statutory waivers of sovereign immunity in Sections 537.600 and 537.610 of the Revised Statutes of Missouri (which for calendar year 2023 is equal to \$3,258,368 for all claims arising out of a single accident or occurrence and \$488,755 for any one person in a single accident or incurrence). Further, the policy shall be adjusted upward annually, to remain at all times not less than the inflation-adjusted sovereign immunity limits as published in the Missouri Register on an annual basis by the Department of Insurance pursuant to Section 537.610 of the Revised Statutes of Missouri, as amended; and

(2) Workers' Compensation insurance, with statutorily required coverage.

(b) The policies of insurance required pursuant to clause (1) above shall be in form and content reasonably satisfactory to the City and shall be placed with financially sound and reputable insurers licensed to transact business in the State with a financial strength rating of not less than A- and a financial size category of not less than VIII as designated in the most current available "Best's" insurance reports. The policies of insurance delivered pursuant to clause (1) above shall name the City as an additional insured, shall be primary and non-contributory with respect to any insurance maintained by the City, and shall contain an agreement of the insurer to give not less than ten (10) days advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder. The Developer shall deliver or cause to be delivered to the City evidence, in the form of certificates of insurance, of all insurance to be maintained hereunder. The certificates of insurance shall state that "the City of Osage Beach is an additional insured on a primary and non-contributory basis."

(c) The Developer hereby agrees that, so long as any TIF Obligations and Subordinate TIF Obligations are outstanding, if any portion of the Redevelopment Project is 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 Redevelopment Project shall be restored, replaced or rebuilt with such alterations or changes as may be approved in writing by the City, which approval shall not be unreasonably withheld. Unless otherwise consented to the City in writing, the proceeds of any insurance claim shall be deposited with the Bond Trustee and disbursed in the manner required by the Bond Indenture for the restoration, replacement or rebuilding of the Redevelopment Project (or applicable portion thereof). If the Redevelopment Project is not restored, replaced or rebuilt as described above, then the Bond Trustee may use the insurance proceeds to redeem TIF Obligations, subject to the terms of the Bond Indenture, and any outstanding Subordinate TIF Obligations shall be canceled. The Developer (upon learning of the same) shall give prompt written notice to the City and the Bond Trustee of any damages or destruction to any portion of the Redevelopment Project by fire or other casualty, irrespective of the amount of such damage or destruction, and in such circumstances the Developer shall make the portions of the Redevelopment Area that it controls safe and in compliance with all applicable laws as provided herein. Notwithstanding anything to the contrary contained herein, the provisions of this subsection regarding the disposition of condemnation and insurance proceeds may be superseded by a collateral assignment, intercreditor agreement, or similar document entered into by the Bond Trustee and other creditors and consented to by the City.

(d) These covenants 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.

7.11. Inspection. The City may conduct such periodic inspections of the Work as may be generally provided in the Municipal Code. In addition, the Developer shall allow other authorized

representatives of the City access to the site from time to time upon reasonable advance notice for inspection of the Redevelopment Project. The Developer shall also allow the City and its employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of their respective portions of the Work as the City determines is reasonable and necessary to verify the applicable Developer's compliance with the terms of this Agreement. The Developer shall advise each contractor for the Redevelopment Project of the contractor's obligations under the Municipal Code regarding permits and inspections. The provisions of this Section shall terminate upon the approval or deemed approval of the Certificate of Substantial Completion.

7.12. Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of State for all purposes and intents. Any action arising out of, or concerning, this Agreement shall be brought only in the Circuit Court of Camden County, Missouri. All parties to this Agreement consent to the jurisdiction and venue of such court.

7.13. Entire Agreement; Amendment. The parties agree that this Agreement constitutes the entire agreement among the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

7.14. Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

7.15. Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

7.16. Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of the City shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

7.17. Actions Contesting the Validity and Enforceability of the Redevelopment Plan.

(a) 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 Redevelopment Project, the Redevelopment Plan, the TIF Obligations, the Subordinate TIF Obligations or this Agreement, the Developer may, at their option, together or singularly, assume the defense of such claim or action with counsel of the Developer's choosing, but the applicable Developer(s) may not settle or compromise any claim or action for which the applicable Developer(s) has assumed the defense without the prior approval of the City. If the City does not approve a settlement or compromise which the applicable Developer(s) would agree to, the applicable Developer(s) shall not be responsible for any costs or expenses incurred thereafter in the defense of such claim or action or any portion of any settlement or compromise in excess of the settlement or compromise the applicable Developer(s) would agree to (provided, however, that such costs may be paid under the provisions in the Bond Indenture for extraordinary costs). 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 applicable Developer(s) in any such proceeding; provided, the applicable Developer(s) and their counsel shall consult with the City throughout the course of any such action and the applicable Developer(s) shall pay all reasonable and necessary costs incurred by the City in connection with such action. All costs of any such defense, whether incurred by the City or the applicable Developer(s), shall be deemed to be Reimbursable Redevelopment

Project Costs and reimbursable from any amounts in the Special Allocation Fund, subject to **Article IV** hereof. The City shall have no obligation to defend the validity or legality of the Redevelopment Area, the Redevelopment Project, the Redevelopment Plan, the TIF Obligations or this Agreement if the Developer chooses not to assume the defense of such claim or action as described above.

(b) In addition, if a third party brings an action against the City or the City's officials, agents, employees or representatives with respect to any other matter as to which the Developer is obligated to indemnify pursuant to **Section 7.18(b)**, the Developer may, at its option, assume the defense of such claim or action with counsel of the Developer' choosing, but the Developer may not settle or compromise any claim or action for which the Developer have 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 or any portion of any settlement or compromise in excess of the settlement or compromise the Developer would agree to. 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 their 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.

7.18. Release and Indemnification.

(a) *Releases.* Notwithstanding anything herein to the contrary, the City and its elected officials, officers, agents, servants, employees and independent contractors shall not be liable to the Developer for any damages or losses (including injuries and deaths) (1) resulting from any part of the TIF Act, or any ordinance adopted in connection with either the TIF Act, this Agreement or the Redevelopment Plan, being declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer are prevented from enjoying the rights and privileges hereof, (2) occurring at or about or resulting from the construction of the Work and the maintenance of the Redevelopment Area or (3) resulting from any lawful decision made or position taken by the City relating in any manner whatsoever to this Agreement, the Redevelopment Plan, the Redevelopment Project, the Approved Site Plans, the Work or the Redevelopment Area. The Developer hereby acknowledges and agrees that (i) all covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its elected officials, officers, agents, servants or employees in their individual capacities and (ii) no official, employee or representative of the City shall be personally liable to the Developer.

(b) *Indemnifications.* The Developer covenants and agrees to indemnify, defend and hold harmless the City, its elected officials, officers, agents, servants, employees and independent contractors against any loss or damage to property or any injury to or death of any person:

(1) occurring or resulting from the construction of the Work, including but not limited to location of hazardous wastes, hazardous materials or other environmental contaminants on the Redevelopment Area and the design and development of the Redevelopment Project;

(2) connected in any way to the negligence or willful misconduct of the Developer, their employees, agents or independent contractors; or

(3) resulting from the lack of compliance by the Developer with any state, federal or local environmental law, regulation or ordinance applicable to the Redevelopment Area.

The indemnification provided under this Section includes all costs of defense, including attorneys' fees, interest fees and other penalties. Notwithstanding anything to the contrary contained herein, the indemnity provided in this Section will not extend to any matters arising out of the gross negligence or willful misconduct of the City and its elected officials, officers, agents, servants, employees and independent contractors.

(c) The releases and indemnifications contained in this Section shall survive termination or expiration of this Agreement, but nothing in this Agreement (including **Section 7.19**) shall be construed to require the Developer to indemnify the City, its elected officials, officers, employees, agents and independent contractors for any claims related to actions or events that occur after the termination of this Agreement.

7.19. Survival. Notwithstanding anything to the contrary in this Agreement, the following provisions shall survive the expiration or termination of this Agreement: (a) the Developer's reimbursement obligation in **Section 2.2(d)** with respect to costs incurred by the City prior to termination of this Agreement; (b) the obligation to restore the Property in **Section 7.1**; (c) the limitation on liability in **Section 7.16**; and (d) the provisions of **Sections 7.17** and **7.18**.

7.20. Maintenance of the Property. The Developer shall keep the Redevelopment Project in a clean, sightly and healthy condition, and in good repair, consistent with the standards for the Hotel and other enhanced aesthetics provided for in **Section 3.10**. The Developer shall promptly repair any damage, excessive wear and tear, or decay on the Redevelopment Project consistent therewith, and provide for regular maintenance therefor, including but not limited to mowing, landscaping, snow removal, litter cleanup, waste removal, and the like. The Developer shall further ensure that it provides for regular mechanical, safety, and aesthetic maintenance and prompt repair of the rides and attractions in the Amusement Uses and the waterpark, and prevent unnecessary or avoidable out-of-service time therefor. The Redevelopment Project shall remain in compliance with all provisions of the Municipal Code relating to maintenance and appearance during the construction of the Redevelopment Project or any portions thereof. 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.

7.21. Enforcement of Agreement. The parties hereto agree that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with its specific terms or was otherwise breached or threatened to be breached. It is accordingly agreed that the parties shall be entitled to obtain an injunction or injunctions from the continuation of such breach or threatened breach in addition to such other remedies which may be available to them and to enforce specifically the terms and provisions hereof. The Developer further waives any claim that the City must post bond or other security to obtain such injunctive relief. In the event a court finds such a breach or threatened breach by the Developer, the Developer shall pay to the City all ascertainable damages, including costs and reasonable attorneys' fees sustained by the City by reason of the breach or threatened breach of this Agreement.

7.22. Recording of Agreement. The Developer shall cause the obligations arising pursuant to this Agreement to be a covenant running with the land by recording this Agreement or a memorandum of this Agreement in the real estate records of Camden County, Missouri. Upon the expiration or termination of this Agreement, the City will, at the expense and request of the Developer, join with the Developer to execute and record a notice of such expiration or termination in the real estate records of Camden County.

7.23. No Waiver of Sovereign Immunity. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's sovereign immunity.

7.24. No Third-Party Beneficiaries. This Agreement constitutes a contract solely between the City and the Developer. No third party has any beneficial interest in or derived from this Agreement.

7.25. WAIVER OF RIGHT TO JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, INTENTIONALLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT OR TRANSACTION CONTEMPLATED HEREBY OR THEREBY, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY.

7.26. Hold Harmless Payment. If, in any year up to and including the year in which the Certificate of Substantial Completion is approved or deemed approved pursuant to **Section 3.12**, the assessed value of the Redevelopment Area decreases below the initial equalized assessed value of the Redevelopment Area (the “*Initial EAV*”), as determined by the Camden County Assessor in accordance with the TIF Act (i.e., because existing improvements are demolished and a reassessment occurs prior to the construction of new taxable improvements included in the Redevelopment Project), the Developer shall make a “*Hold Harmless Payment*” to or at the direction of the City. The Hold Harmless Payment shall equal the difference between the ad valorem real property taxes that would have been paid based on the Initial EAV and the ad valorem real property taxes actually paid with respect to the Redevelopment Area. The City shall cause the Hold Harmless Payment to be divided among the taxing districts whose ad valorem real property taxes are impacted by tax increment financing in the Redevelopment Area pro-rata based each such taxing district’s tax levy.

ARTICLE VIII

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PARTIES

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

(a) *No Violations.* The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, 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 agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(b) *No Litigation.* To the best of the City’s knowledge, no litigation, proceedings or investigations are pending or, to the knowledge of the City, threatened against the City with respect to the Redevelopment Project or this Agreement. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the City, threatened 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.

(c) *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.

(d) *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.

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

(a) *No Violations.* The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, 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 it is now a party, and do not and will not constitute a default under any of the foregoing.

(b) *No Litigation.* No litigation, proceedings or investigations are pending or, to the best of the Developer's knowledge (including the knowledge of any member of the Developer executing this Agreement), threatened against the Developer (or any member of the Developer) with respect to the Redevelopment Project or against the Redevelopment Project. In addition, to the best of the Developer's knowledge, no litigation, proceedings or investigations are pending or, to the knowledge of the Developer (including the knowledge of any member of the Developer executing this Agreement), threatened against the Developer (or any member of 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 (or any member 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 (or any member of the Developer) of, the terms and provisions of this Agreement.

(c) *Governmental or Corporate Consents.* To the best of the Developer's knowledge, 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, except for consents that must be secured subsequent to the execution of this Agreement.

(d) *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 related to the Developer's ability to perform pursuant to this Agreement to which the Developer is a party or by which the Developer is or may be bound.

(e) *Compliance with Laws.* With respect to its ability to perform pursuant to this Agreement, the Developer is, to the best of its knowledge, 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.

(f) *Accuracy of Project Data.* The Developer has provided certain financial and other information regarding the Redevelopment Project (the "**Project Data**") to the City and its consultants. The parties agree that project costs, project rents and other financial information included within the Project Data have changed and will further change as the Redevelopment Project evolves from concept to completion, and such changes may be material. Accordingly, the Developer cannot and will not make any representation that the Project Data previously provided is currently true and accurate. Nevertheless, the Developer represents that (1) the most recently

supplied Project Data was, to the best of the Developer's knowledge, information and belief, developed and provided in good faith and includes a good faith representation of the Developer's estimate of anticipated development costs and (2) to the best of the Developer's knowledge, information and belief, the Concept Site Plan attached as **Exhibit B** hereto is a good faith representation of the uses that the Developer will endeavor to locate in the Redevelopment Area.

8.3. Contractual Liability Insurance.

(a) The Developer shall provide evidence (in form and substance reasonably acceptable to the City Attorney) that the insurance policy referenced in **Section 7.10(a)(1)** or another applicable policy includes contractual liability insurance covering the Developer's obligations to indemnify the City, as provided in this Agreement, by an insurance company with a rating by a reputable rating agency indicating excellent or superior financial strength (i.e., an A.M. Best rating of "A-" or better).

(b) Simultaneously with the delivery of this Agreement and annually thereafter prior to the acceptance or deemed acceptance of the Certificate of Substantial Completion, the Developer shall provide to the City Attorney evidence of continued insurance demonstrating compliance with paragraph (a). The Developer agrees to provide immediate written notice to the City when the cancellation, termination, expiration or modification of the applicable contractual liability policy occurs.

8.4 Anti-Israel Discrimination. Pursuant to Section 34.600, RSMo., the Developer certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

[Remainder of page intentionally left blank.]

THIS AGREEMENT CONTAINS A WAIVER OF THE PARTIES' RIGHTS TO TRIAL BY JURY. THE UNDERSIGNED HEREBY MUTUALLY RELINQUISH AND WAIVE THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective names and the City has caused its seal to be affixed thereto, and attested as to the date first above written.

CITY OF OSAGE BEACH, MISSOURI

By: _____
Michael Harmison, Mayor

(SEAL)

ATTEST:

Tara Berreth, City Clerk

STATE OF MISSOURI)
) SS
COUNTY OF CAMDEN)

On this ___ day of _____, 2023, before me appeared **MICHAEL HARMISON**, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF OSAGE BEACH, MISSOURI**, a fourth-class city and political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said **MICHAEL HARMISON** acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Name:
Notary Public – State of Missouri
Commissioned in _____ County

(SEAL)

My Commission Expires:

LAKEPORT VILLAGE LLC

By: _____

Name:

Its:

STATE OF _____)
) SS
COUNTY OF _____)

On this ____ day of _____, 2023, before me appeared _____, to me personally known, who, being by me duly sworn, did say that [he/she] is the _____ of **LAKEPORT VILLAGE LLC**, a Missouri limited liability company, and that [he/she] is authorized to sign the foregoing instrument on behalf of said limited liability company, and acknowledged to me that he executed the within instrument as said limited liability company's free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

(SEAL)

My Commission Expires:

EXHIBIT A-1

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

Commencing at a 5/8" rebar marking the West Quarter corner of said Section; thence, South 89 Degrees, 04 Minutes, 27 Seconds East along the Quarter Section line of said Section, 537.27 feet to a set 1/2 inch rebar and the POINT OF BEGINNING; thence, leaving said Quarter Section line, South 27 Degrees, 51 Minutes, 54 Seconds East along the Easterly right of way of Jefferies Road, 9.10 feet to Centerline Station 180+80, and 16+20 on the Northerly right of way of US Highway 54; thence, leaving said Easterly right of way, North 89 Degrees, 51 Minutes, 02 Seconds East along said Northerly right of way, 100.29 feet to a set 1/2 inch rebar; thence, leaving said Northerly right of way, North 0 Degrees, 55 Minutes, 31 Seconds West along the

Westerly line of a tract of land described by deed in Book 805, Page 905 in said Records of Camden County, 6.10 feet to a set 1/2 inch rebar; thence, leaving said westerly line, South 89 Degrees, 04 Minutes, 27 Seconds East along the Northerly line of said tract of land, and the Quarter Section line of said Section, 200.61 feet to a set 1/2 inch rebar; thence, leaving said Quarter Section line and said Northerly line, North 76 Degrees, 58 Minutes, 46 Seconds East along the Northerly right of way of US Highway 54, 70.00 feet to Centerline Station 177+30; thence, North 85 Degrees, 43 Minutes, 32 Seconds East, 131.53 feet to Centerline Station 176+00; thence, North 77 Degrees, 37 Minutes, 31 Seconds East, 25.93 feet to a set 1/2 inch rebar; thence, leaving said Northerly right of way along the approximate 662 contour along the following courses: North 8 Degrees, 40 Minutes, 02 Seconds East, 61.36 feet; thence, North 25 Degrees, 33 Minutes, 36 Seconds East, 18.15 feet; thence, North 37 Degrees, 57 Minutes, 49 Seconds East, 89.00 feet; thence, North 39 Degrees, 21 Minutes, 12 Seconds East, 19.22 feet; thence, North 32 Degrees, 08 Minutes, 52 Seconds East, 17.08 feet; thence, North 16 Degrees, 40 Minutes, 39 Seconds East, 37.22 feet; thence, North 17 Degrees, 15 Minutes, 18 Seconds East, 24.15 feet; thence, North 35 Degrees, 14 Minutes, 29 Seconds East, 10.43 feet; thence, North 32 Degrees, 43 Minutes, 40 Seconds East, 8.12 feet; thence, North 37 Degrees, 15 Minutes, 51 Seconds East, 6.57 feet; thence, North 16 Degrees, 44 Minutes, 12 Seconds East, 29.27 feet; thence, North 17 Degrees, 09 Minutes, 28 Seconds East, 32.03 feet; thence, North 3 Degrees, 14 Minutes, 48 Seconds East, 23.08 feet; thence, North 44 Degrees, 07 Minutes, 28 Seconds West, 87.88 feet; thence, North 58 Degrees, 01 Minutes, 21 Seconds West, 19.80 feet; thence, North 66 Degrees, 28 Minutes, 23 Seconds West, 14.63 feet; thence, North 60 Degrees, 02 Minutes, 33 Seconds West, 15.31 feet; thence, North 72 Degrees, 37 Minutes, 16 Seconds West, 29.79 feet; thence, North 63 Degrees, 08 Minutes, 35 Seconds West, 27.55 feet; thence, North 72 Degrees, 52 Minutes, 41 Seconds West, 127.47 feet; thence, North 85 Degrees, 45 Minutes, 12 Seconds West, 37.59 feet; thence, South 87 Degrees, 36 Minutes, 06 Seconds West, 14.64 feet; thence, North 72 Degrees, 10 Minutes, 11 Seconds West, 23.40 feet; thence, North 81 Degrees, 51 Minutes, 22 Seconds West, 42.78 feet; thence, North 81 Degrees, 09 Minutes, 41 Seconds West, 46.49 feet; thence, South 88 Degrees, 15 Minutes, 53 Seconds West, 30.13 feet; thence, South 69 Degrees, 02 Minutes, 08 Seconds West, 11.98 feet; thence, North 70 Degrees, 54 Minutes, 14 Seconds West, 31.08 feet; thence, North 2 Degrees, 54 Minutes, 17 Seconds West, 67.81 feet to a set 1/2 inch rebar; thence, leaving said 662 Contour, along the centerline of a Twenty-two foot (22') wide Easement, North 39 Degrees, 25 Minutes, 07 Seconds West, 81.75 feet; thence, North 10 Degrees, 11 Minutes, 17 Seconds West, 25.90 feet; thence, North 8 Degrees, 00 Minutes, 42 Seconds West, 222.33 feet to a set 1/2 inch rebar on the centerline of Lakewood Circle; thence, leaving said Easement, along said Centerline, along the following courses, South 53 Degrees, 27 Minutes, 37 Seconds East, 210.00 feet to a set 1/2 inch rebar; thence, North 86 Degrees, 22 Minutes, 23 Seconds East, 70.00 feet; thence, North 72 Degrees, 32 Minutes, 23 Seconds East, 360.00 feet to a set 1/2 inch rebar; thence, leaving said Centerline, South 85 Degrees, 02 Minutes, 37 Seconds East, 182.82 feet to a set 1/2 inch rebar on the approximate 662 Contour; thence, following along said 662 Contour along the following courses: North 60 Degrees, 10 Minutes, 11 Seconds East, 70.64 feet; thence, North 60 Degrees, 10 Minutes, 11 Seconds East, 63.64 feet; thence, North 85 Degrees, 34 Minutes, 36 Seconds East, 11.08 feet; thence, North 40 Degrees, 33 Minutes, 37 Seconds East, 31.89 feet; thence, North 40 Degrees, 38 Minutes, 40 Seconds East, 25.06 feet; thence, North 80 Degrees, 22 Minutes, 40 Seconds East, 4.32 feet; thence, North 36 Degrees, 43 Minutes, 32 Seconds East,

10.22 feet; thence, North 83 Degrees, 42 Minutes, 02 Seconds East, 10.90 feet; thence, North 38 Degrees, 50 Minutes 21 Seconds East, 15.68 feet; thence, North 5 Degrees, 58 Minutes, 08 Seconds West, 15.65 feet; thence, North 51 Degrees, 17 Minutes, 40 Seconds East, 7.39 feet; thence, North 15 Degrees, 10 Minutes, 18 Seconds East, 53.32 feet; thence, North 3 Degrees, 10 Minutes, 46 Seconds East, 38.06 feet; thence, North 23 Degrees, 46 Minutes, 19 Seconds West, 57.61 feet; thence, North 43 Degrees, 28 Minutes, 49 Seconds West, 62.72 feet; thence, North 64 Degrees, 49 Minutes, 24 Seconds West, 24.23 feet; thence, North 47 Degrees, 55 Minutes, 41 Seconds West, 39.14 feet; thence, North 80 Degrees, 20 Minutes, 43 Seconds West, 40.88 feet; thence, North 80 Degrees, 07 Minutes, 53 Seconds West, 20.62 feet; thence, North 60 Degrees, 10 Minutes, 20 Seconds West, 19.29 feet; thence, North 74 Degrees, 01 Minutes, 02 Seconds West, 21.79 feet; thence, North 81 Degrees, 28 Minutes, 44 Seconds West, 43.91 feet; thence, North 89 Degrees, 17 Minutes, 05 Seconds West, 170.25 feet; thence, South 70 Degrees, 21 Minutes, 22 Seconds West, 20.37 feet; thence, North 85 Degrees, 59 Minutes, 01 Seconds West, 39.22 feet; thence, North 89 Degrees, 02 Minutes, 53 Seconds West, 44.58 feet; thence, South 85 Degrees, 21 Minutes, 05 Seconds West, 88.17 feet; thence, North 81 Degrees, 22 Minutes, 42 Seconds West, 81.76 feet; thence, North 73 Degrees, 09 Minutes, 05 Seconds West, 40.55 feet; thence, North 84 Degrees, 24 Minutes, 54 Seconds West, 45.73 feet to a set 1/2 inch rebar; thence, leaving said 662 Contour, South 53 Degrees, 04 Minutes, 13 Seconds West, 78.10 feet to a 1/2 inch rebar; thence, North 89 Degrees, 20 Minutes, 05 Seconds West along the Southerly line of a tract of land described by deed in Book 865, Page 402 in said Records of Camden County, 144.85 feet; thence, leaving said Southerly line, North 89 Degrees, 07 Minutes, 56 Seconds West along the Southerly line of a tract of land described by deed in Book 366, Page 647 in said Records of Camden County, 140.39 feet to a 1/2 inch rebar on the Easterly right of way of Jefferies Road; thence, leaving said Southerly line along the following courses: South 9 Degrees, 52 Minutes, 22 Seconds West, 341.59 feet; thence, South 8 Degrees, 10 Minutes, 03 Seconds West, 100.06 feet on the Centerline Lakewood Circle; thence, continuing along said Easterly right of way, South 8 Degrees, 10 Minutes, 03 Seconds West, 251.96 feet; thence, on a curve to the left 177.76 feet, with a radius of 407.78 feet, and a chord direction of South 6 Degrees, 39 Minutes, 26 Seconds East, 176.36 feet; Thence, South 19 Degrees, 51 Minutes, 11 Seconds East, 374.60 feet to a 1/2 inch rebar; thence, North 71 Degrees, 53 Minutes, 00 Seconds East, 10.00 feet to a 1/2 inch rebar; thence, South 27 Degrees, 51 Minutes, 54 Seconds East, 71.35 feet to the POINT OF BEGINNING.

Goodin's Sub-Division:

Tract of land situated in the Northeast Quarter of Section II, Township 39 North, Range 16 West

Lakewood Condominium:

Tract "A" of Goodin's sub-division, a subdivision of record in Camden County, Missouri, filed in the Office of Recorder, in Plat Book 2 at Page 82. Said tract of land further described as being a part of the South half of the Northeast Quarter of Section II, Township 39 North, Range 16 West.

Lakewood Resort Condominium, Phase II:

The Part of Tract "A" of Goodin's Subdivision, a Subdivision of Record in Plat Book 2 at Page 82 in the Office of the Recorded in Camden County, Missouri, said tract of land further described as follows:

From the Southwest Corner of said Tract "A," being also a Point on the Centerline of a Road as Shown on the Recorded Plat, Run Along the Centerline of Road North 07 Degree 55 Minutes East 215.0 Feet to an Intersection with the Centerline of a 25.0 Foot Wide Road to the Right; Thence Along the Centerline of said Road to the Right North 50 Degree 50 Minutes East 145.0 Feet; Thence North 78 Degrees 40 Minutes East 140.0 Feet; Thence South 53 Degrees 40 Minutes East 165.0 Feet; Thence Leaving the Road Centerline South 17 Degree 40 Minutes East 99.62 Feet for the Point of Beginning; Thence Continue South 17 Degrees 40 Minutes East 62.19 Feet; Thence South 84 Degrees 22 Minutes 02 Seconds West 9.31 Feet; Thence South 77 Degrees 30 Minutes 48 Seconds West 17.22 Feet; Thence

South 73 Degrees 25 Minutes 06 Seconds West 14.39 Feet; Thence North 30 Degrees 14 Minutes 19 Seconds West 81.31 Feet; Thence North 87 Degrees 03 Minutes 20 Seconds East 83.16 Feet to the Place of Beginning.

Lakewood Resort Condominium, Phase II, First Addition:

The Part of Tract "A" of Goodin's Subdivision, a Subdivision of Record in Plat Book 2 at Page 82 in the Office of the Recorded in Camden County, Missouri, said tract of land further described as follows:

From the Southwest Corner of said Tract "A," being also a Point on the Centerline of a Road as Shown on the Recorded Plat, Run Along the Centerline of Road North 07 Degree 55 Minutes East 215.0 Feet to an Intersection with the Centerline of a 25.0 Foot Wide Road to the Right; Thence Along the Centerline of said Road to the Right North 50 Degree 50 Minutes East 145.0 Feet; Thence North 78 Degrees 40 Minutes East 140.0 Feet; Thence South 53 Degrees 40 Minutes East 165.0 Feet; Thence Leaving the Road Centerline South 87 Degrees 03 Minutes 20 Seconds West 54.85 Feet; Thence South 10 Degrees 24 Minutes 40 Seconds East (South 10 Degrees 20 Minutes East-Deed) 25.90 Feet; Thence South 39 Degree 34 Minutes 30 Seconds East (South 39 Degrees 30 Minutes East-Deed) 81.75 Feet; Thence North 50 Degrees 31 Minutes 30 Seconds East 11.44 Feet; Thence North 56 Degrees 21 Minutes 50 Seconds East 750 Feet; Thence North 68 Degrees 03 Minutes 16 Seconds East 25.74 Feet; Thence North 30 Degrees 14 Minutes 19 Seconds West 81.31 Feet to the Point of Beginning.

EXHIBIT A-2

LEGAL DESCRIPTION OF TIMESHARE PROPERTY

Goodin's Sub-Division:

Tract of land situated in the Northeast Quarter of Section II, Township 39 North, Range 16 West

Lakewood Condominium:

Tract "A" of Goodin's sub-division, a subdivision of record in Camden County, Missouri, filed in the Office of Recorder, in Plat Book 2 at Page 82. Said tract of land further described as being a part of the South half of the Northeast Quarter of Section II, Township 39 North, Range 16 West.

Lakewood Resort Condominium, Phase II:

The Part of Tract "A" of Goodin's Subdivision, a Subdivision of Record in Plat Book 2 at Page 82 in the Office of the Recorded in Camden County, Missouri, said tract of land further described as follows:

From the Southwest Corner of said Tract "A," being also a Point on the Centerline of a Road as Shown on the Recorded Plat, Run Along the Centerline of Road North 07 Degree 55 Minutes East 215.0 Feet to an Intersection with the Centerline of a 25.0 Foot Wide Road to the Right; Thence Along the Centerline of said Road to the Right North 50 Degree 50 Minutes East 145.0 Feet; Thence North 78 Degrees 40 Minutes East 140.0 Feet; Thence South 53 Degrees 40 Minutes East 165.0 Feet; Thence Leaving the Road Centerline South 17 Degree 40 Minutes East 99.62 Feet for the Point of Beginning; Thence Continue South 17 Degrees 40 Minutes East 62.19 Feet; Thence South 84 Degrees 22 Minutes 02 Seconds West 9.31 Feet; Thence South 77 Degrees 30 Minutes 48 Seconds West 17.22 Feet; Thence South 73 Degrees 25 Minutes 06 Seconds West 14.39 Feet; Thence North 30 Degrees 14 Minutes 19 Seconds West 81.31 Feet; Thence North 87 Degrees 03 Minutes 20 Seconds East 83.16 Feet to the Place of Beginning.

Lakewood Resort Condominium, Phase II, First Addition:

The Part of Tract "A" of Goodin's Subdivision, a Subdivision of Record in Plat Book 2 at Page 82 in the Office of the Recorded in Camden County, Missouri, said tract of land further described as follows:

From the Southwest Corner of said Tract "A," being also a Point on the Centerline of a Road as Shown on the Recorded Plat, Run Along the Centerline of Road North 07 Degree 55 Minutes East 215.0 Feet to an Intersection with the Centerline of a 25.0 Foot Wide Road to the Right; Thence Along the Centerline of said Road to the Right North 50 Degree 50 Minutes East 145.0 Feet; Thence North 78 Degrees 40 Minutes East 140.0 Feet; Thence South 53 Degrees 40 Minutes East 165.0 Feet; Thence Leaving the Road Centerline South 87 Degrees 03 Minutes 20 Seconds West 54.85 Feet; Thence South 10 Degrees 24 Minutes 40 Seconds East (South 10 Degrees 20 Minutes East-Deed) 25.90 Feet; Thence South 39 Degree 34 Minutes 30 Seconds East (South 39 Degrees 30 Minutes East-Deed) 81.75 Feet; Thence North 50 Degrees 31 Minutes 30 Seconds East 11.44 Feet; Thence North 56 Degrees 21 Minutes 50 Seconds East 750 Feet; Thence North 68 Degrees 03 Minutes 16 Seconds East 25.74 Feet; Thence North 30 Degrees 14 Minutes 19 Seconds West 81.31 Feet to the Point of Beginning.

EXHIBIT B

CONCEPT SITE PLAN

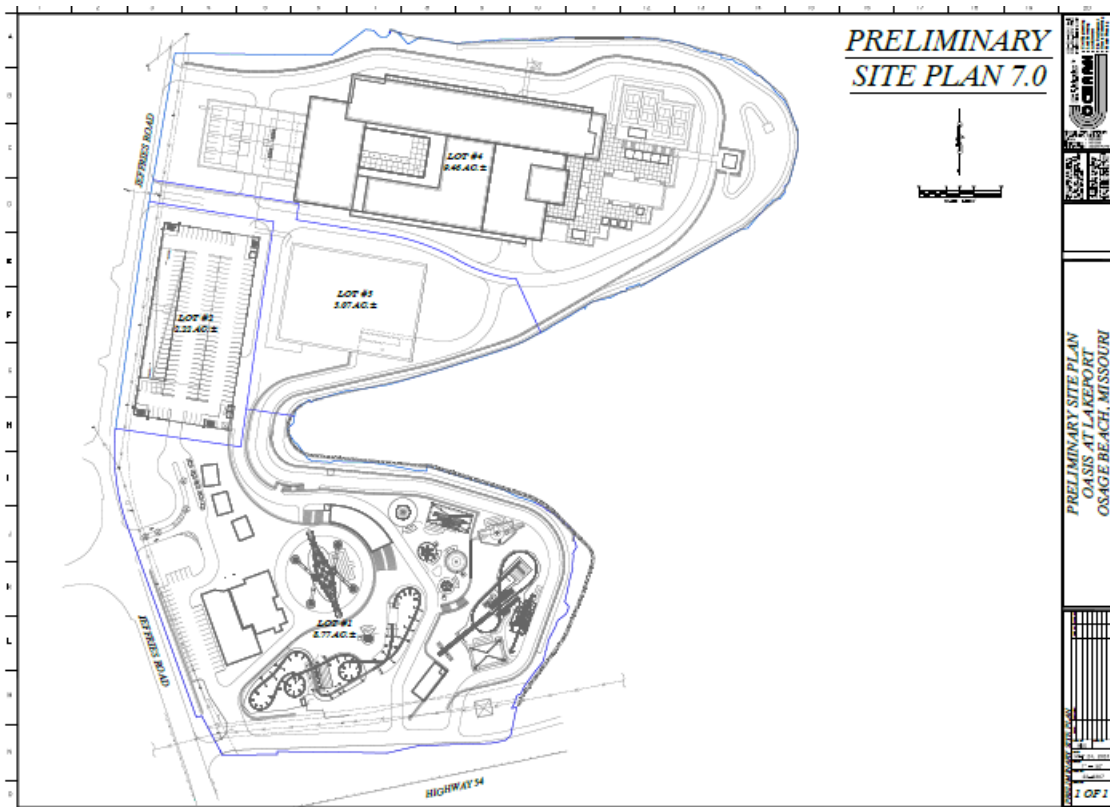


EXHIBIT C

FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

Certificate of Substantial Completion

The undersigned, Lakeport Village LLC (the “Developer”), pursuant to that certain Redevelopment Agreement dated as of January __, 2022, 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 _____, 20__, the Work (as such term is defined in the Agreement) has been substantially completed in accordance with the Agreement.
2. The Work has been performed in a workmanlike manner and in accordance with the Construction Plans (as defined in the Agreement).
3. Lien waivers for the Work have been obtained.
4. This Certificate of Substantial Completion is accompanied by one or more architect’s or engineer’s certificate(s) 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 Work has 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 Work.
6. The City’s acceptance (below) or the City’s failure to object in writing to this Certificate within 45 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 45-day period), and the recordation of this Certificate with the Camden County Recorder shall evidence the satisfaction of the Developer’s agreements and covenants to perform the Work.

This Certificate shall be recorded in the office of the Camden County Recorder. 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 _____, 20__.

LAKEPORT VILLAGE LLC

By: _____
Name:
Its:

STATE OF _____)
COUNTY OF _____) SS

On this ____ day of 20__, before me appeared ____, to me personally known, who, being by me duly sworn, did say that [he/she] is the _____ of **LAKEPORT VILLAGE LLC**, a Missouri limited liability company, and that [he/she] is authorized to sign the foregoing instrument on behalf of said limited liability company, and acknowledged to me that he executed the within instrument as said limited liability company's free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

(SEAL)

My Commission Expires:

ACCEPTED:

CITY OF OSAGE BEACH, MISSOURI

By: _____
[Name], [Title]

(Insert Notary Form(s) and Legal Description)

EXHIBIT D

FORM OF CERTIFICATE OF REIMBURSABLE REDEVELOPMENT PROJECT COSTS

Certificate of Reimbursable Redevelopment Project Costs

TO: City of Osage Beach, Missouri
1000 City Parkway
Osage Beach, Missouri 65065
Attention: City Administrator

Re: City of Osage Beach, Missouri, Lakeport Village Redevelopment Area

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of _____, 2023 (the “*Agreement*”) between the City of Osage Beach, Missouri (the “*City*”) and Lakeport Village 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 Redevelopment Project Cost and was incurred in connection with the construction of the Redevelopment Project.

2. These Reimbursable Redevelopment Project Costs have been paid by or have been caused to have been paid by the Developer or will be paid from moneys in the Project Fund and are reimbursable or payable under the TIF Ordinance and the Agreement from proceeds of the TIF Obligations and Subordinate TIF Obligations.

3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from any Project Fund established pursuant to the Bond Indenture, and no part thereof has been included in any other certificate previously filed with the City, the CID or the TDD.

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 Approved Site Plans and the Agreement.

7. If any cost item to be reimbursed under this Certificate 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 Redevelopment Project Costs for payment hereunder.

8. Enclosed herewith are opinions of Counsel to the Developer indicating the amount of the Reimbursable Redevelopment Project Costs described herein that may be paid or financed by the CID and the TDD, respectively.

9. The Developer is not in material default or breach of any term or condition of the Agreement.

Dated this ____ day of _____, 20__.

LAKEPORT VILLAGE LLC

By: _____
Name:
Its:

Approved for Payment this ____ day of _____, 20__:

CITY OF OSAGE BEACH, MISSOURI

By: _____
[Name], [Title]

EXHIBIT E

FORM OF COOPERATION AND TRANSPORTATION PROJECT AGREEMENT

EXHIBIT F
RESERVED

EXHIBIT G

ARCHITECTURAL RENDERINGS



EXHIBIT H **ESTIMATED BUDGET**

DEVELOPMENT COST						
Component	Acquisition	Hard	Soft	Other	Totals	Source
Entertainment & Restaurants						CBA
Oasis/Restaurants/Arcade	10,000,000	39,618,433	10,845,278	24,900,000	85,363,711	Husch email 3/21/23; 4/3
Parking						CBA
Garage	3,000,000	32,603,777	1,279,679	-	36,883,456	Husch email 3/21/23; Husch email 3/22/23; Husch email 3/8/23; 4/3
Outdoor Activities/Related						CBA
Waterpark/FlowRider/Biergart	5,000,000	22,000,000	1,279,679	13,000,000	41,279,679	Husch email 3/8/23; Husch email 3/21/23; 4/3
Hotel						CBA
Hotel	15,000,000	162,642,210	12,796,788	-	190,438,998	Husch email 3/8/23; Husch email 3/21/23; 4/3
Site Work	inc	inc	inc	inc	inc	Husch email 3/22/23; 4/3
Developer Fee (4% of TDC)				14,748,577	14,748,577	Husch email 3/21/23; split out and netted from Soft Costs from 4/3 Husch email
Other	-	-	-	-	-	
Total Development Cost (Post-Ch 100)						
Total Development Cost (Pre-Ch 100)					368,714,420	

COOPERATION AND TRANSPORTATION PROJECT AGREEMENT

THIS COOPERATION AND TRANSPORTATION PROJECT AGREEMENT (this “Agreement”) is made and entered into as of [*_____, 2023*], by and among the **CITY OF OSAGE BEACH, MISSOURI**, a fourth-class city and political subdivision of the State of Missouri (the “City”), the **LAKEPORT VILLAGE COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri (the “CID”), the **LAKEPORT TRANSPORTATION DEVELOPMENT DISTRICT**, a transportation development district and political subdivision of the State of Missouri (the “TDD”), and **LAKEPORT VILLAGE LLC**, a Missouri limited liability company (the “Developer” and collectively with the City, the CID and the TDD, the “Parties”).

RECITALS:

A. On [*_____, 2023*], the City’s Board of Aldermen adopted Ordinance No. _____, approving a petition to establish the CID and authorizing the execution of this Agreement.

B. On [*_____, 2023*], the Circuit Court of Camden County, Missouri entered a Judgment and Order establishing the TDD.

C. On [*_____, 2023*], the respective Boards of Directors of the CID and the TDD adopted resolutions authorizing the CID and the TDD to execute this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

Section 1. Definitions. Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Redevelopment Agreement dated as of _____, 2023 by and between the City and the Developer, as may be amended from time to time (the “*Redevelopment Agreement*”).

Section 2. Authority of the City. The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

Section 3. Authority of the CID. The CID has the full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary CID proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the CID, enforceable in accordance with its terms.

Section 4. Authority of the TDD. The TDD has the full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary TDD proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the TDD, enforceable in accordance with its terms.

Section 5. Authority of the Developer. The Developer has the full right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this

Agreement, and the Agreement has been duly and validly authorized and approved by all necessary Developer proceedings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

Section 6. Construction of the District Projects.

(a) The Parties acknowledge that the CID Project and the TDD Project are included in the Redevelopment Project and will be completed by the Developer in accordance with the terms of the Redevelopment Agreement.

(b) Notwithstanding the foregoing, the Parties further acknowledge that:

(1) that the Parking Garage will be constructed (or caused to be constructed) by the Developer, as agent of the TDD, pursuant to the Parking Garage Lease described in **Section 7** and using proceeds of the TIF Obligations made available to the TDD; and

(2) the Parties may, from time to time, enter into leases or other agreements with respect to other portions of the CID Project and the TDD Project, whereby, the Developer, as agent of the CID or the TDD, as applicable, will construct other portions of the CID Project and the TDD Project using proceeds of the CID Financing Obligations described in **Section 8** or the TDD Financing Obligations described in **Section 7** made available to the CID or the TDD, respectively.

(c) The Developer acknowledges that it must comply with Section 285.530 of the Revised Statutes of Missouri regarding enrollment and participation in a federal work authorization program with respect to its employees working in connection with the CID Project and the TDD Project. The Developer represents and warrants that it is in compliance with Section 285.530 of the Revised Statutes of Missouri at the time of execution of this Agreement and has provided a sworn affidavit and supporting documentation affirming participation by or on behalf of itself in a qualified work authorization program as evidence thereof.

(d) It shall be a material breach of this Agreement if the Developer knowingly permits a contractor to employ persons not authorized to work in the United States. If the Developer reasonably believes a contractor working on the CID Project or the TDD Project is employing persons not authorized to work in the United States, the Developer shall promptly report the basis for that belief to the City.

Section 7. Approval, Maintenance and Transfer of the TDD Project.

(a) The City, as the applicable local transportation authority under the TDD Act, hereby approves the TDD Project; provided, however, nothing herein shall be construed to require that the City accept dedication of any component of the TDD Project unless (1) it has reviewed the plans and specifications for such part of the TDD Project, (2) confirmed that construction of such part of the TDD Project was completed in accordance with the plans and specifications provided to the City and all generally applicable requirements for City's acceptance of dedications of public improvements, and (3) the public improvements are, at the time of dedication, in good condition and not in need of any repair or deferred maintenance.

(b) The parties acknowledge that the TDD Project includes the Parking Garage. The Developer shall convey fee title to the land upon which the Parking Garage will be constructed to the TDD, subject to a reversion to the Developer upon the final maturity or earlier repayment of all TIF Obligations, Subordinate TIF Obligations and any other bonds, notes or other obligations issued to finance or refinance the TDD Project (collectively, the "*TDD Financing Obligations*"). The TDD and the Developer shall then

enter into a lease agreement in a form reasonably acceptable to the City Attorney (the “*Parking Garage Lease*”) pursuant to which the Developer shall construct or cause the construction of the Parking Garage and the TDD shall lease the Parking Garage to the Developer for a term ending upon the final maturity or earlier repayment of all TDD Financing Obligations. Upon the conclusion of term of the Parking Lease, (1) the TDD shall be deemed to have transferred its interest in the Parking Garage and the land upon which the Parking Garage is located to the City immediately prior to the reversion of such interest to the Developer and (2) upon such reversion, the Developer’s fee interest in the Parking Garage (including the associated land) and any remaining leasehold interest under the Parking Garage Lease shall be deemed to have merged and the Parking Garage Lease shall be deemed terminated and of no further effect (except with respect to any sections that expressly survive termination). At the Developer’s request and expense, the TDD will cooperate to execute and record a notice of termination of the Parking Garage Lease.

(c) Prior to the conveyance of the Parking Garage land to the TDD as contemplated above, the Developer shall record or cause to be recorded covenants and restrictions on all privately-owned property in the TDD, in a form reasonably acceptable to the City Attorney, (1) providing for all privately-owned property in the TDD to share in the expenses of operating and maintaining the Parking Garage, including payment of taxes related thereto and payment of all expenses incurred by the City pursuant to this subsection and (2) naming the City as a third-party beneficiary with rights to enforce the proper operation and maintenance of the Parking Garage through suits for specific performance and any other available remedies. Proper operation and maintenance of the Parking Garage shall include, at a minimum, third-party engineering studies completed no later than every five years and implementation of the recommended maintenance described in the engineering study.

(d) Subject to (a) above, the City agrees to accept dedication of the portion of the TDD Project consisting of sidewalk extension along Jeffries Road upon its completion (as further described in **Exhibit B**).

Section 8. CID Revenues.

(a) Promptly following the approval of this Agreement by the CID’s Board of Directors, the CID shall adopt resolutions to (1), subject to voter approval, impose the CID Sales Tax and (2) subject to receipt of a proper special assessment petition, impose the CID Special Assessment.

(b) The CID shall promulgate procedures and forms as may be necessary and desirable for the administration and collection of the CID Special Assessment.

(c) The Developer shall cause all entities controlled by the Developer or a Related Party to remit CID Sales Tax payments to the Missouri Department of Revenue at the same times as other sales taxes are paid and remit CID Special Assessment payments to or at the direction of the CID no later than the 10th day of each month (representing CID Special Assessments accruing due to occupied hotel room nights during the prior calendar month).

Section 9. TDD Revenues.

(a) Promptly following the approval of this Agreement by the TDD’s Board of Directors, the TDD shall adopt a resolution to impose, subject to voter approval, the TDD Sales Tax.

(b) The Developer shall cause all entities controlled by the Developer or a Related Party to remit TDD Sales Tax payments to the Missouri Department of Revenue at the same times as other sales taxes are paid.

(c) The TDD may, subject to receipt of a proper special assessment petition, impose the TDD Special Assessment. The TDD shall promulgate procedures and forms as may be necessary and desirable for the administration and collection of the TDD Special Assessment, if any. Notwithstanding the foregoing, the amount and methodology for assessment of the TDD Special Assessment shall be subject to the approval of the City, which shall not be withheld unless the City determines that such amount or methodology will present an unreasonable burden on the encumbered property.

Section 10. Financing of the District Projects.

(a) The CID Project and the TDD Project will be financed through the issuance of the TIF Obligations and Subordinate TIF Obligations, as contemplated by the Redevelopment Agreement. The CID and the TDD shall enter into the Financing Agreement, and, subject to annual appropriate, shall transfer and apply the CID Revenues and the TDD Revenues, respectively, in the manner required by the Financing Agreement and the Indenture, as the means of paying the applicable portions of debt service on the TIF Obligations and the Subordinate TIF Obligations. The Parties agree that the Indenture will include a mechanism to ensure that CID Revenues and TDD Revenues are allocated to the payment of the portion of the TIF Obligations and the Subordinate TIF Obligations that are eligible under the CID Act and the TDD Act, respectively, to be paid from CID Revenues and TDD Revenues.

(b) So long as any TIF Obligations or Subordinate TIF Obligations are outstanding, the CID and the TDD shall not issue any bonds, notes or other obligations payable from CID Revenues or TDD Revenues. If no TIF Obligations or Subordinate TIF Obligations are outstanding, the CID and the TDD may only issue bonds, notes or other obligations with the City's prior written approval.

Section 11. Continuing Existence of the CID; Expansion of Boundaries.

(a) The CID will not take any action to dissolve the CID or reduce the rate of the CID Sales Tax and the CID Special Assessment until all TIF Obligations payable from CID Sales Tax and CID Special Assessment revenues are satisfied, unless otherwise consented to by the Developer and the City (unless the term of the CID expires while TIF Obligations are outstanding, in which case the CID may take appropriate action to wind up its affairs).

(b) Upon acquisition of the Timeshare Property, the Developer shall promptly petition the CID and the City to add the Timeshare Property to the CID. The CID and the City agree, subject to legislative approvals, to promptly process such petition in accordance with the CID Act.

Section 12. Continuing Existence of the TDD; Expansion of Boundaries.

(a) The TDD will not take any action to dissolve the TDD or reduce the rate of the TDD Sales Tax until the Financing Obligations payable from TDD Sales Tax revenues are satisfied, unless otherwise consented to by the Developer and the City (unless the term of the TDD expires while Financing Obligations are outstanding, in which case the TDD may take appropriate action to wind up its affairs).

(b) Upon acquisition of the Timeshare Property, the Developer shall promptly petition the Circuit Court of Camden County, Missouri to annex the Timeshare Property into the TDD. The TDD and the City agree, subject to legislative approvals, to cooperate with the Developer to cause the annexation.

Section 13. District Administration. To ensure proper administration of the CID and the TDD, the CID and the TDD shall engage Gilmore & Bell, P.C. or another entity experienced in the administration of special taxing districts and reasonably acceptable to and selected and approved by the

Boards of Directors of the CID and the TDD, respectively, and reasonably acceptable to the City Administrator, to administer the affairs of the CID and of the TDD.

Section 14. District Governance.

(a) Subject to (b) below, the Developer shall (or shall cause any Related Parties owning property in the CID and the TDD boundaries to) authorize three persons designated by the City's Mayor (the "*City Designees*") to be its authorized representatives for the purpose of qualifying to serve on the Boards of Directors of the CID and the TDD. At least one City Designee on the CID's Board of Directors shall satisfy the requirements of Section 67.1451.2(3) of the CID Act. The Developer shall (and shall cause any Related Parties owning property in the TDD boundaries to) vote to elect the City Designees to the TDD's Board of Directors in accordance with the TDD Act. Except as described in subsection (b) below, the remaining two (2) members of the CID's Board of Directors shall be selected by the Developer and/or its Related Parties (so long as Developer or the applicable Related Party is an owner of any business or property located within the CID). Except as described in subsection (b) below, following election of the City Designees, the remaining two (2) members of the TDD's Board of Directors shall be elected in the sole discretion of the owners of property within the TDD boundaries.

(b) If, at any time, any of the following occurs: (i) the CID's Board of Directors or the TDD's Board of Directors fails to appropriate CID Revenues or TDD Revenues, as applicable, in accordance with this Agreement (i.e., for purposes of paying the CID Annual Operating Costs, TDD Annual Operating Costs and paying the Financing Obligations); or (ii) the City defaults or breaches its obligations under this Agreement, then the number of City Designees provided in (a) above shall be reduced from three (3) representatives to two (2) representatives.

Section 15. Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

Section 16. Waiver. Any Party's failure at any time hereafter to require strict performance by any other Party, as applicable, of any provision of this Agreement shall not waive, affect or diminish any right of a Party thereafter to demand strict compliance and performance therewith.

Section 17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Section 18. Anti-Israel Discrimination. Pursuant to Section 34.600, RSMo., the Developer certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Section 19. No Partnership. It is expressly understood that the parties are not now, nor will they be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees,

acts, errors, omissions, debts, obligations or undertaking of any kind or nature of the other in performance of this Agreement.

Section 20. Further Acts. The Parties agree to perform or cause to be performed any and all such further acts as may be reasonably necessary to fulfill the terms and conditions of this Agreement, subject to any necessary legislative approvals.

Section 21. Modification. This Agreement shall not be amended, modified or canceled without the written consent of all parties to this Agreement.

Section 22. Governing Law. This Agreement shall be construed and governed in accordance with the law of the State of Missouri.

Section 23. WAIVER OF RIGHT TO JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, INTENTIONALLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT OR TRANSACTION CONTEMPLATED HEREBY OR THEREBY, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City, the CID, the TDD and the Developer have caused this Agreement to be executed in their respective names and the City, the CID and the TDD have caused their respective seals to be affixed thereto, and attested as to the date first above written. **THIS AGREEMENT CONTAINS A WAIVER OF THE PARTIES' RIGHTS TO TRIAL BY JURY. THE UNDERSIGNED HEREBY MUTUALLY RELINQUISH AND WAIVE THEIR RIGHT TO TRIAL BY JURY.**

CITY OF OSAGE BEACH, MISSOURI

By: _____
Michael Harmison, Mayor

(SEAL)

Attest:

Tara Berreth, City Clerk

THIS AGREEMENT CONTAINS A WAIVER OF THE PARTIES' RIGHTS TO TRIAL BY JURY. THE UNDERSIGNED HEREBY MUTUALLY RELINQUISH AND WAIVE THEIR RIGHT TO TRIAL BY JURY.

**LAKEPORT VILLAGE
COMMUNITY IMPROVEMENT
DISTRICT**

By: _____
_____, Chairperson

(SEAL)

Attest:

_____, Secretary

**LAKEPORT VILLAGE
TRANSPORTATION DEVELOPMENT
DISTRICT**

By: _____
_____, Chairperson

(SEAL)

Attest:

_____, Secretary

LAKEPORT VILLAGE LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

DESCRIPTION OF CID PROJECT

The CID Project includes the demolition and removal of existing buildings or structures within the CID, the construction and installation of public improvements, including, but not limited to, sidewalks, streets, alleys, ramps, traffic signs and signals, utilities, drainage, water, sanitary sewer systems, and other site improvements, parking lots, garages or other facilities, and any other useful, necessary or desired public improvement within the CID.

EXHIBIT B

DESCRIPTION OF TDD PROJECT

The TDD Project includes the funding of the acquisition of a leasehold or fee interest in surface and/or garage parking spaces in a garage to be constructed in the proposed TDD, the sublease or lease of such surface and/or garage parking spaces, and the extension of sidewalk northernly along Jeffries Road to the southern boundary line of the property identified by the County of Camden as parcel number 08-1.0-02.3-000.0-004-009.000.

City of Osage Beach

Agenda Item Summary

Date of Meeting: June 1, 2023
Originator: Jeana Woods, City Administrator
Presenter: Mitch Moon, Economic Development Specialist

Agenda Item:

Bill 23-48 - An ordinance of the City of Osage Beach, Missouri, authorizing the expenditure of funds for promotional efforts to support the Lake of the Ozarks Bikefest 2023 event support request in an amount not to exceed \$3,000. *First Reading*

Requested Action:

First Reading of Bill #23-48

Ordinance Referenced for Action:

Board of Aldermen approval is required for distribution of funds for Community Promotions - Community Event Support per City Code Section 110.300.

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 10-21-754255 Community Event Support

FY2023 Budgeted Amount: \$ 13,000

FY2023 Expenditures to Date (05/22/2023): (\$ 0)

FY2023 Available: \$ 13,000

FY2023 Requested Amount: \$ 3,000

Department Comments and Recommendation:

Community Event Support 10-21-754255 has a FY2023 budget of \$13,000. Per City Code 110.300, the community event support funds shall be spent for the purpose of supporting event activities that bring visitors, trade, and business into the City. Applications are submitted to the City Administrator and shall be approved by the Board of Aldermen based on the applicant's need.

Enclosed is the Lake of the Ozarks Bikefest Event Support Application with supplemental information submitted by applicant. The request is for \$3,000, the same

as last year's event application request, approved by the Board. The event is scheduled to be held on September 13 - 17, 2023.

City Attorney Comments:

Per City Code 110.230, Bill 23-48 is in correct form.

City Administrator Comments:

The application is presented for Board's consideration. This is the first and only application received to date for FY2023.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE EXPENDITURE OF FUNDS FOR PROMOTIONAL EFFORTS TO SUPPORT THE LAKE OF THE OZARKS BIKEFEST 2023 EVENT SUPPORT REQUEST IN AN AMOUNT NOT TO EXCEED \$3,000.00

WHEREAS, the Board of Aldermen find that the Lake of the Ozarks Bikefest is a yearly promotion of the Lake area and the event creates clear and direct benefits to the businesses and citizens of Osage Beach in terms on increased tourism, sales and publicity for the City and the Lake area and the board wishes to support this public event which promotes out community:

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

Section 1. That the expenditure of funds for advertising in an amount of Three Thousand dollars (\$3,000.00) is hereby authorized to be paid to the Lake of the Ozarks Bikefest to be held September 13-17, 2023.

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. 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 judgment or degree 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 4. 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 5. This Ordinance shall take effect and be in full force from and after its passage by the Board of Aldermen and approval by the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.48 was duly passed by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.48.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk



City of Osage Beach
REQUEST FOR EVENT SUPPORT
Exhibit A to City Code Section 110.300

Requested Amount: \$ 3,000 Date of Request: May 22, 2023

Organization Information:

Organization Name: Lake of the Ozarks Convention & Visitor Bureau
Address: PO Box 1498, Osage Beach, MO 65065
Phone # 573-348-1599 Fax # _____
Contact Name: Heather Brown
Phone # (cell) 573-280-9349 (Other) _____

Is the organization a not-for-profit? ☐ YES ☒ NO

If yes, is it a registered 501(c)3 or other designation? ☐ YES ☐ NO (If yes, attach IRS classification)

If yes, is the organization a local not-for-profit or national not-for-profit organization? _____

Your organization's activities focus on: (check all that apply)

- ☐ Families and Youth
- ☐ Health & Human Services
- ☐ Education, Job Development, Housing or other similar community focus
- ☒ Tourism
- ☐ Arts & Cultural Activities
- ☐ Environmental & Preservation
- ☐ Other: _____

Event Information:

Event Name: Lake of the Ozarks Bikefest
Event Dates: Wed, Sept 13-17, 2023
Event Location: Lake-Wide Event
Description of event: See attached

How will the proceeds of this event be used? Marketing + promotion of the event

How will the City be recognized through this event? See attached

Is the event open to the public? ☒ YES ☐ NO If no, explain: _____

Is there an entry fee or requirement to purchase a ticket, etc.? ☐ YES ☒ NO

If yes, explain: _____

Total budget for the event: See attached

(Attach details of your budget-include all sources of funding and expenses.)

In the case of a budget shortfall, how will the loss be covered? We will only spend the amount raised

How many years has this event been held? 17 years

Estimated attendance this year? 60,000 Last year's attendance, if applicable? about the same

Applicant:

Application Completed By: _____

Contact Phone/Cell: _____

Signature

Print Name

Title

Date

Send Completed Application and Attachments To:

Email: jwoods@osagebeach.org

Mail: City of Osage Beach

Jeana Woods, City Administrator

1000 City Parkway

Osage Beach, MO 65065

Internal Use

Date Application Received: 05/22/2023 By: jwoods

Date Board Approved/Declined: _____ Amount Approved: _____

Other Information: _____

Monday, May 22, 2023



The Lake of the Ozarks Bikefest committee would like to thank the City of Osage Beach for the \$3,000 sponsorship for the 2022 Lake of the Ozarks Bikefest and the committee would like to ask the City of Osage Beach to consider a funding request in the amount of \$3,000 for the 2023 Lake of the Ozarks Bikefest. The 2022 event was a large success, and our committee estimates the attendance to be 60,000 bikes.

The 2023 Lake of the Ozarks Bikefest Sponsorship would include.

- 1) **950 pixels X 950 pixels www.LakeBikeFest.com Banner Ad**
- 2) **Listing on Sponsor Page on www.LakeBikeFest.com with link to your website**
- 3) **Logo in Bikefest Section of the Official Bikefest Program Guides**
- 4) **Logo on 1,500 Official Bikefest Passports**
- 5) **Logo on 1,500 Official Bikefest Passport Maps**
- 6) **Logo on Official Bikefest Video**
- 7) **One blog about your business posted on the Bikefest Facebook page and other social media**

The City of Osage Beach is very instrumental in our efforts and the Lake of the Ozarks Bikefest committee is committed to assist in growing economic growth in the three counties at Lake of the Ozarks. There are also numerous lodging facilities that benefit greatly from the Lake of the Ozarks Bikefest in Osage Beach.

The Lake of the Ozarks Bikefest committee is very thankful for what the City of Osage Beach has done to assist in growing the Lake of the Ozarks Bikefest and we look forward to a continued relationship.

Here are a few advertisements we are running in 2023:

Second Home Living
Lake of the Ozarks Restaurant Guide
Lake of the Ozarks Vacation & Services Guide
Lake of the Ozarks Get Down Guide
Funlake.com Banner Ad
MSW Interactive Designs Social Media Campaign
LO Profile Magazine
CycleFish.com Banner Ad
Mid Am Freedom Rally Guide
Bikefest 2'x3' Event Banner
Bikefest E-Mail Marketing
Bikefest TXT Messaging
Bikefest Geofencing - (12 Major Biker Events throughout the Midwest)
Bikefest Geotargeting - (Harley-Davidson Shops throughout the Midwest)

Our goal is to grow our budget so we can grow our advertising even more outside of Missouri. The above print advertisements are Regional, and our Digital Campaigns are outside of Missouri. Our goal is to create a larger budget to expand our marketing efforts digitally on a National Level.

Thank you again for your support and please feel free to reach out to me if you have any questions.

Respectfully,

Heather Brown
Bikefest Committee Chair
P.O. Box 1498
Osage Beach, MO 65065
573-348 - 1599 - office
Heather@funlake.com

2023 BIKE FEST	
	BUDGET
Beginning Balance	\$ 18,020.65
Income	
Sponsor - TCLA Miller Co Bus Dist	\$ 10,000.00
Co-Title Sponsor - Aaron Saches	\$ 10,000.00
Co-Title Sponsor - Leatherman	\$ 2,000.00
Co-Title Sponsor - Osage Beach	\$ 3,000.00
Co-Title Sponsor-Jack Daniels	\$ 5,000.00
Vendor Villages	\$ 1,500.00
Major Sponsor \$500 X 8	\$ 3,000.00
Passport Stop Part \$700 X20	\$ 14,000.00
Featured Lodging	\$ 2,900.00
Passport Sales	\$ 17,700.00
Lodging Listings	\$ 200.00
T-Shirt Sales (Vendor Donation)	\$ 86.00
Website Sales-Shady Gators	\$ 150.00
Patch Sales	\$ 1,350.00
Donations from Passports Sold	\$ 20.00
	\$ 88,926.65
Expenses	
Secretary of State-Annual Fees	\$ 11.25
Board Insurance	\$ 744.00
Mobil AdMessenger-McDaniel	\$ 13,000.00
CycleFish.com Banner-2 months	\$ 1,425.00
Hot Summer Nights - F/P Ad	\$ 395.00
Robinson Outdoor-Billboards	\$ 2,500.00
Mid Am Freedom Rally- 1 pg. Ad	\$ 360.00
Coyote-Geo Marketing	\$ 1,500.00
MSW-Social Media/Retargeting	\$ 10,250.95
Event Photos	\$ 1,150.00
(20) Passport Signs 18" x 24"	\$ 450.00
SNAFU-Strip Expenses	\$ 3,000.00
Get Down Guide - Full Page Ad	\$ 500.00
CMA Commisson	\$ 4,000.00
2022 Restaurant Guide F/P Ad	COMP
2022 Vacation Guide-LOCVB	COMP
www.funlake.com Event Banner	COMP
Advertising Commission-S&A	\$ 5,554.00
Event Banners	\$ 1,770.91
1,500 Passports & 1,800 Maps	\$ 2,266.18
Passport 2' x 3' Banners	\$ 649.09
Event Postcards	\$ 276.83
AlphaGraphics-Thank Yous	\$ 187.90
Passport Stop \$5 x 333	\$ 1,665.00
CMA \$5 x 552 + \$1 x885 =	\$ 3,645.00
HD Motorcycle	\$ 27,000.00
Total	\$ 82,301.11
Balance	\$ 6,625.54

City of Osage Beach

Agenda Item Summary

Date of Meeting: June 1, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Cole Bradbury, City Attorney

Agenda Item:

Bill 23-49 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign an amended contract under Ordinance 23.29 for on-call engineering services with Miller Companies. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #23-49

Ordinance Referenced for Action:

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:

Yes - We would like to get Miller Companies moving forward with projects they will be assisting us with.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Midwest Public Risk recommends that liability insurance provided to the City by its vendors be \$1,000,000 or 2,000,000 in value, depending on the work being done. Cole changed it to 3,000,000 in his updated contract template, which is fine for the larger firms that we work with. Miller Companies is a smaller local engineering firm that doesn't have the same capacity as some of these larger firms. Furthermore, the work that Miller Companies will be doing for the City only dictates a need for a \$1,000,000 liability policy. We are simply asking to modify the contract to reflect a \$1,000,000 professional liability insurance requirement. I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-49 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO AMEND THE EXECUTED CONTRACT UNDER ORDINANCE 23.29 FOR THE ON-CALL ENGINEERING SERVICES WITH R MILLER COMPANIES, LLC.

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

Section 1. The Board of Aldermen of the City of Osage Beach hereby authorizes the Mayor to amend the execute a contract with R. Miller Companies, LLC form substantially similar in terms and content contained in the engagement letter attached to this ordinance as Exhibit "A."

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 upon date of passage.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.49 was duly passed on by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby APPROVE Ordinance No. 23.49

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk



CITY OF OSAGE BEACH ENGINEERING AGREEMENT

THIS ENGINEERING AGREEMENT (the “Agreement”) states the terms and conditions that govern the contractual relationship between the City of Osage Beach, Missouri (“**City**”) and Miller Companies (“**Engineer**”), on the following terms.

I. TERMS

1. **Relationship Created.** City hereby hires Engineer to perform various tasks (“**Work**”) upon the following terms. For each new project, City and Engineer will enter into a separate Work Order detailing the scope of Work to be provided, the schedule, and any other terms specific to that Work Order. Each Work Order shall be governed by the terms in this Agreement and shall be incorporated into this Agreement and no Work Order shall contradict the terms of this Agreement without an affirmative vote of the City’s Board of Aldermen.
2. **Engineer’s Obligations.**
 - a. *Work Orders.* Engineer agrees to perform all Work Orders as agreed upon with the City.
 - b. *Professionalism.* Engineer will exercise the care and skill ordinarily used by members of the subject profession practicing under similar circumstances (as defined by the appropriate licensing authority, professional standards, and/or relevant industry practices). Engineer understands that it will be perceived as a representative of the City and will ensure its personnel and any subcontractors will conduct themselves in a thoroughly professional and respectable manner while performing all Work for the City and while on-site. Engineer shall ensure its personnel and any subcontractors comply with all City policies while on-site. Engineer and its personnel and any subcontractors will comply with all reasonable instructions and requests by the City. City property and resources are to be used only in ways that are consistent with their lawful intended purpose.
 - c. *Time.* If a specific time of performance of the Work is provided, that time shall control. If a specific time of performance is not provided, Engineer’s obligation to perform the Work will be for a period which may reasonably be required

for the completion thereof. If City has requested changes in the scope or character of the Work and a specific time was not included in such changes, the time for performance shall be adjusted equitably.

- d. *Insurance.* Engineer shall purchase and maintain insurance as set forth below:
 - i. Commercial General Liability insurance with a limit of \$1,000,000 for each occurrence and \$2,000,000 general aggregate;
 - ii. Workers Compensation and Employer's Liability insurance in accordance with statutory requirements, with a limit of \$1,000,000 for each accident;
 - iii. Professional Liability insurance on a claims-made basis in the amount of \$1,000,000 per claim and \$1,000,000 annual aggregate; and
 - iv. If Engineer is using a company-owned vehicle to perform the Work, Automobile Liability insurance with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.

Upon request, Engineer shall cause City to be named as additional insured for any or all of such policies.

- e. *Licenses, Permits, Taxes.* Engineer shall be responsible for applying for, obtaining, and maintaining all licenses, permits, and other approvals required for itself, including but not limited to the Work. Engineer shall be responsible for paying all sales, income, property, and other taxes required to carry on its business.
- f. *Communication.* Engineer will provide timely replies to City's inquiries and requests for information. Engineer's point of contact for this Agreement is:
_____.

3. City's Obligations.

- a. *Payment.* City hereby agrees to pay Engineer for the Work according to Engineer's standard rates, a copy of which is attached hereto as **Exhibit A**. City will pay Engineer not more frequently than monthly unless otherwise agreed in writing.
- b. *Criteria and Direction.* City will provide Engineer with all criteria and full information as to City's requirements for the Work, including objectives, design, capacity, performance, and budgetary requirements and limitations.

- c. *Access.* Unless otherwise specified in the Work Order, City will arrange for access to and make all provisions for Engineer to enter upon public and private property as required to perform the Work.
- d. *Cooperation.* City will examine alternative solutions, reports, drawings, specifications, and other documents presented by Engineer and render timely decisions pertaining to the documents. City will participate in conferences, meetings, bid openings, and other similar aspects of the Project as requested by Engineer.
- e. *Permitting and Approvals.* City will provide timely reviews, approvals, licenses, and permits from where it has jurisdiction over components or phases of the Work. Such approvals are contingent upon Engineer meeting the requirements therefor.
- f. City will provide timely replies to Engineer's inquiries and requests for information. City's point of contact for this Agreement is Assistant City Administrator Mike Welty.

II. STANDARD CONDITIONS

The following conditions are standard in all City of Osage Beach contracts and are only to be modified with substantial justification, and then only as much as necessary to accommodate such justification.

- 4. **Appropriations.** The continuation of this Agreement is contingent upon annual appropriation of funds by the Osage Beach Board of Aldermen. In the event the Board of Aldermen shall not budget and appropriate, specifically with respect to this Agreement, on or before January 1, subsequent years of the contract moneys sufficient to make all payments under this Agreement, the City shall not be obligated to make those payments.
- 5. **Pre-Contract Expense.** The City shall not be obligated to pay or liable for any cost incurred by Engineer prior to execution of this Agreement. All costs to prepare and submit a response to this and any other RFQ, RFP, or IFB shall be borne by the proposer.
- 6. **Assignment or Transfer.** Neither this Agreement, nor any portion thereof, shall be transferred or assigned without formal written approval by the City.
- 7. **Discrimination Policy.** The City of Osage Beach advises the public that it does not discriminate on the basis of disability, race or color, national origin, religion, age, or sex in employment or the provision of municipal services. Furthermore, the City has an Affirmative Action Plan for the purpose of promoting vigorously the objectives of equal

opportunity in employment and all programs and services. Engineer shall not discriminate on any prohibited basis and shall comply with all applicable employment laws.

8. **Laws, Ordinances, and Regulations.** Engineer shall conform to all Federal, State, and local regulations, ordinances, and laws applicable to Engineer, the City, or the subject matter of this Agreement. The City shall not be responsible for any fees, charges, money, or other obligations due as result of from any service provided under this Agreement. Engineer shall conform to all changes made to this Agreement as a result of any ordinance, law and/or directive issued by the Federal, State, or local authority having jurisdiction over this Agreement, Engineer, or the City.
9. **E-Verify.** If this Agreement is for an aggregate value in excess of \$5,000.00, Engineer shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Engineer shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the Work. *See R.S.Mo. § 285.530.*
10. **Indemnification by Engineer.** Engineer shall indemnify, save, and hold harmless the City, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Engineer or its employees, agents, subcontractors, or assignees arising out of this Agreement.
11. **No Indemnification by City.** Nothing in this Agreement shall be construed to require the City to indemnify Engineer. Such indemnification is illegal under Missouri law. *See Mo. A.G. Opinion 138-87 (1987).*
12. **Sunshine Law.** All material submitted to the City will become public record and will be subject to the Missouri Sunshine Act, R.S.Mo. Chapter 610. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from other materials. Engineer must include justification for the request. The City's obligation to comply with the Sunshine Act supersede any request by Engineer that material be treated as proprietary or confidential.
13. **Ownership of Work Product.** All documents and other work product created by Engineer under this Agreement shall become the property of City once the invoice for the preparation of such document or work product has been paid.
14. **Termination.** The City reserves the right to terminate this Agreement without cause by giving 30 days' written notice to Engineer. City may terminate this Agreement upon written notice of any violation of this Agreement if such violation is not cured within 7 calendar days of such notice. City may immediately terminate this Agreement for any

material violation or any violation which creates a risk to the health, safety, or welfare of any person or property.

15. **Notices.** All formal notices or other documents required by this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at:

For City:

City Clerk

1000 City Parkway

Osage Beach, MO 65065

For Engineer:

Lee Schuman

1037 Osage Beach Road – PO Box 282

Osage Beach Mo 65065

City may also serve written notice to Engineer by personal delivery to any of its owners, officers, or employees.

16. **Necessary Documents.** The parties agree to execute and deliver without additional consideration such instruments and documents and to take such further actions as they may reasonably request in order to fulfill the intent of and give effect to this Agreement and the transactions contemplated thereby.
17. **Entire Agreement.** This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.
18. **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein.
19. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
20. **Governing Law; Venue for Disputes.** This Agreement was made in the State of Missouri and shall be interpreted under and governed by the laws of the State of Missouri. Any action arising out of this Agreement or its subject matter shall be filed in the Circuit Court for Camden County, Missouri or the Associate Division thereof and the parties hereby consent and agree to the exclusive personal and subject-matter jurisdiction of that Court.
21. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement.
22. **Severability.** If any provision in this Agreement shall be found to be void, the other provisions of this Agreement shall survive and remain enforceable.

23. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile or electronic (such as .PDF) copy of this Agreement or a signature thereto shall have the same force and effect as an original.

24. **Binding Effect.** This Agreement, subject to the above conditions of assignment, shall be binding upon and inure to the benefit of all parties and their respective legal representatives, successors, heirs, and assigns.

III. ACCEPTANCE

CITY:
CITY OF OSAGE BEACH

ENGINEER:
MILLER COMPANIES

BY: Michael Harmison
ITS: Mayor

Date

BY:
ITS:

Date

Attest:

BY: Tara Berreth
ITS: City Clerk

Date

City of Osage Beach

Agenda Item Summary

Date of Meeting: June 1, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 23-50 - An ordinance of the City of Osage Beach, Missouri authorizing the Mayor to sign work order #1 with Bartlett & West, Inc. for on-call engineering services for an amount not to exceed \$289,083.00. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #23-50

Ordinance Referenced for Action:

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:

Yes - We need to have these engineers ready to begin the review process as soon as possible in order to ensure good customer service for this development.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 10-18-733800 Professional Services

FY2023 Budgeted Amount: \$300,000

FY2023 Expenditures to Date (05/22/23): (\$ 46,949)

FY2023 Available: \$253,051

FY2023 Requested Amount: \$289,083.00

Department Comments and Recommendation:

The Board approved the Bartlett and West on call engineering services contract at the 05/04/2023 Board of Alderman meeting. This is the first work order that will be attached to this contract. When we advertised on-call engineering services, one of the services we asked about was plan review and inspection services. We asked about this specifically because of the Oasis at Lakeport project. Only two of the engineering firms that responded stated they were capable of providing these types of services. Of the two, Bartlett and West had the most experience and had offices closest to Osage

Beach. Bartlett and West has an office in Columbia. The only local engineer that we hired stated they did not have the capacity to provide these services.

The work order that is attached is a best guess of work that we think will be needed to complete the plan review and construction inspection for the Oasis at Lakeport project. This will be a multi-year process. We do not expect that all of this money will be used in 2023 or even 2024. At this point, all we have is their initial site development plan and erosion control plan. That said, we need to be prepared to provide this developer with these services.

We are asking for first and second reading as we need to get this work started as soon as possible. A portion of these services was accounted for in the 2023 budget (\$35,000), but again, it is a guess. It is possible that a budget amendment may be needed later in the year once we see how far they get in 2023. I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-50 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

BILL NO. 23-50

ORDINANCE NO. 23.50

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO SIGN WORK ORDER #1 WITH BARTLETT & WEST, INC FOR ON CALL ENGINEERING SERVICES FOR AN AMOUNT NOT TO EXCEED \$289,083.00.

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 authorizes the Mayor to execute on behalf of the City work order #1 with Bartlett & West, Inc. for on call engineering services for the Oasis at Lakeport Project for an amount not to exceed an additional Two Hundred Eighty-Nine Thousand, Eighty-Three Dollars (\$289,083.00).

Section 2. The Mayor 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.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.50 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 President of the Board for his signature.

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.50.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

WORK ORDER NO. Enter Number 1

This Work Order No. 1 is issued relative to and in accordance with the Master Agreement (hereafter referred to as the “Agreement”) for Professional Services between City of Osage Beach (“Client”) and Bartlett & West, Inc. (“Consultant”) as dated May, 10, 2023 and as further modified herein.

The Provisions of this Task are as follows:

- A. Definitions and Rules of Interpretation. For purposes of this Task Order, definitions and rules of interpretation as outlined within the Agreement, or within preceding Task Orders, shall apply unless exception or redefinition to any previously provided terms are expressly noted by this Task Order.
- B. Scope of Work. Consultant shall perform services under the Work Order for the purpose of providing assistance to the City through plan/report reviews and partial construction observation assistance for the Lakeport Development and as more fully described in Exhibit A.
- C. Time of Performance for Services. The services will be completed as needed by the City. If no date is entered then the time of performance is as outlined in the Agreement.
- D. Compensation for Services. The Services contained in this Task Order shall be billed as follows:
 - 1. An amount equal to the cumulative hours charged to complete the Services by each class of Consultant’s employees times the standard hourly charge rates for each applicable billing class as per the attached schedule of hourly charges (“schedule”). Overtime for non-exempt staff will be billed at 1.35 times the rates listed in the schedule. The schedule will be adjusted at the beginning of each calendar year.
 - 2. Reimbursable expense items will be billed at the current charge rates and are subject to adjustment at the beginning of each calendar year.
 - 3. The total fee for this Work Order shall not exceed \$289,083.00 without authorization by the Client. Any additions to the Scope of Work or changes in the extent of services provided will result in an equitable adjustment in the total fee.
- E. Client’s Responsibilities. Client’s responsibilities in the completion of this Task Order are as follows:
 - 1. Provide information and responses in a timely manner.
- F. Special Items. Special items relative to this Task Order are as follows:
 - 1. Consultant and Client agree that the Agreement and this Task Order may be changed by mutual written consent of both Consultant and Client.
- G. Authorization Acknowledgement and Acceptance: All services herein offered are subject to the terms of the Agreement, unless otherwise specifically provided for herein. Signature hereto by both Parties constitutes an offer by Consultant to perform such services listed herein and an authorization by Client for Consultant to proceed with the services.

CLIENT:

CLIENT NAME

CONSULTANT:

BARTLETT & WEST, INC.

By: _____

Print Name: _____

Title: _____

Date Signed: _____

By: _____

Print Name: _____

Title: _____

Date Signed: _____

EXHIBIT A

**SCOPE OF SERVICES
FOR
Lakeport Village Project Assistance**

GENERAL BACKGROUND

The Lakeport Village development is anticipated to occur along Jeffries Road near Highway 54. This area is noted in Figure 1 below. Bartlett & West would be providing assistance to the City with engineering services related to reviewing the project throughout design and construction. Generally, the assistance is anticipated to include report reviews, plan reviews and construction observation of public improvements throughout the duration of the project. Current project scope and time frame is not fully defined. For the purposes of this scope of work, estimates have been provided for anticipated submittals and construction duration. It is anticipated that the scope of work will change and an additional supplemental agreement will modify this scope and upper limit as needed based on actual project needs.

Bartlett & West will provide an estimate of effort anticipated at each stage of work for the City to review and approve prior to work commencing. All effort is anticipated to be invoiced monthly so the City has an accurate understanding of effort required for this assistance.



Figure 1: Project Location and Anticipated Layout

Scope of work

1. Engineering Review

- 1.1. Review City Standard Plans and Specifications
- 1.2. Review report and plan submittals for Lakeport Village Development. Anticipated reviews include:
 - 1.2.1. Traffic Impact Study (assumes initial review and one revised submission)
 - 1.2.2. Stormwater Study (assumes initial review and one revised submission)
 - 1.2.3. Site Plans (assumes initial review and one revised submission)
 - 1.2.4. Roadway Plans (assumes initial review and one revised submission)
 - 1.2.5. Storm Sewer Plans (assumes initial review and one revised submission)
 - 1.2.6. Sanitary Sewer Main Plans (assumes initial review and one revised submission)
 - 1.2.7. Water Main Plans (assumes initial review and one revised submission)
 - 1.2.8. Lighting Plans (assumes initial review and one revised submission)
 - 1.2.9. Erosion Control Plans (assumes initial review and one revised submission)
- 1.3. General communication with City and project team.
- 1.4. Perform duties necessary for administration of the project contract. Prepare and administer project expenses and invoicing to City.

2. Construction Observation

- 2.1. Provide up to 1300 hours of construction observation services during the construction period extending not longer than 12 months.
- 2.2. Office Assistance and clarification. Shop Drawing Reviews
- 2.3. Monthly project walkthroughs (assumed 12 total)
- 2.4. General communication with City and project team.
- 2.5. Perform duties necessary for administration of the project contract. Prepare and administer project expenses and invoicing to City.
- 2.6. Services do not include quantity measurement or preparation/review of contractor pay applications, work change directives or change orders.

PROJECT FEE ESTIMATING SHEET

Lakeport Village Project Assistance
City of Osage Beach, Missouri

Tasks		Staff Hours										Labor	Other Direct Costs		Total	Subtotal
		Eng. IX	Eng. VI	Eng. III	Eng. II	Suv. VIII	Suv. Tech VI	Suv. Tech III	Suv. Tech II	Admin. IV	Costs	Item	Cost	Fee	Fee	
		\$220.00	\$178.00	\$141.00	\$131.00	\$178.00	\$115.00	\$82.00	\$75.00	\$78.00						
1.	Engineering Review	\$42,544.00														
	1.1 Review City Standard Plans and Specifications		32								\$5,696.00			\$5,696.00		
	1.2 Review report and plan submittals for Lakeport Village Development. Anticipated reviews include:															
	1.2.1 Traffic Impact Study (assumes initial review and one revised submission)		24								\$4,272.00			\$4,272.00		
	1.2.2 Stormwater Study (assumes initial review and one revised submission)		32								\$5,696.00			\$5,696.00		
	1.2.3 Site Plans (assumes initial review and one revised submission)		16								\$2,848.00			\$2,848.00		
	1.2.4 Roadway Plans (assumes initial review and one revised submission)		16								\$2,848.00			\$2,848.00		
	1.2.5 Storm Sewer Plans (assumes initial review and one revised submission)		24								\$4,272.00			\$4,272.00		
	1.2.6 Sanitary Sewer Main Plans (assumes initial review and one revised submission)		16								\$2,848.00			\$2,848.00		
	1.2.7 Water Main Plans (assumes initial review and one revised submission)		16								\$2,848.00			\$2,848.00		
	1.2.8 Lighting Plans (assumes initial review and one revised submission)		8								\$1,424.00			\$1,424.00		
	1.2.9 Erosion Control Plans (assumes initial review and one revised submission)		8								\$1,424.00			\$1,424.00		
	1.3 General communication with City and project team.		24								\$4,272.00			\$4,272.00		
	1.4 Perform duties necessary for administration of the project contract. Prepare and administer project expenses and invoicing to City.		16							16	\$4,096.00			\$4,096.00		
2.	Construction Observation	\$239,488.00														
	2.1 Provide partial construction observation services (assumed to be 5 days per week, 5 hours per day - drive time and field time for 12 month duration)				1300						\$170,300.00	Mileage	\$15,340.00	\$185,640.00		
	2.2 Office Assistance and clarification. Shop Drawing Reviews. Scheduling and QA/QC		156								\$27,768.00			\$27,768.00		
	2.3 Monthly project walkthroughs (assumed 12 total)		60								\$10,680.00			\$10,680.00		
	2.4 General communication with City and project team.		52								\$9,256.00			\$9,256.00		
	2.5 Perform duties necessary for administration of the project contract. Prepare and		24							24	\$6,144.00			\$6,144.00		
TOTALS		0	524	0	1300	0	0	0	0	40	\$266,692.00		\$15,340.00	\$282,032.00		
Total														\$282,032.00		
5% increase for 1/2 of hours to account for multi-year project														\$7,051.00		
Grand Total														\$289,083.00		

City of Osage Beach

Agenda Item Summary

Date of Meeting: June 1, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 23-51 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign an agreement with Elks Lodge #2517 for the construction and maintenance of a new Veterans Memorial to be built in the roundabout in front of City Hall. *First Reading*

Requested Action:

First Reading of Bill #23-51

Ordinance Referenced for Action:

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

At the 2023 budget workshops held last October and November, the board approved this project at a construction budget cost of \$142,548. At the time, I was told that even though this had been approved at this cost, I should work toward finding ways to get the cost down to a more acceptable range. A range of 60 to 80k was generally provided.

Based on the attached engineer's estimate, I was not able to get this project down into that range. That said, I have diligently worked with the Elk's Lodge Veterans Committee and we have made some progress through community donations and out of the box thinking. Attached you will find an updated cost estimate, as well as a drawing and contract that provides the details on what the City's and the Elks' lodge responsibilities will be if this is approved.

Multiple board members have raised questions about the brick program and how it will

work. The proposed brick program will work as follows.

This memorial will have the capacity to contain a total of 2000 engraved bricks. The Elk's Lodge pays \$25 for each engraved brick. The Elk's Lodge will sell them for \$100 per brick, although they have had several occasions where they have discounted the bricks down to \$50 per brick. They have sold around 225 bricks over the past year. If they sold every brick, they would make as much as \$125,000 to \$150,000 after their cost and assuming they do not discount the bricks in the future. In the attached agreement you will see that the Elk's initial investment in this project is around \$35,000. However, this agreement also obligates them to provide replacement flags for the memorial on an as-needed basis in perpetuity. These flags are typically replaced twice a year and the 6 flags together currently cost around \$526. A 2000 total engraved brick capacity gives the memorial room to grow, but I think they will be hard pressed to sell all of the bricks and it will take years to do so if they do. It took them about a year to sell the 225 bricks. The bricks they have sold to date do not even cover their initial investment. The sale of these bricks will fund their maintenance obligations laid out in the agreement. As bricks are sold they will be vetted by the City to ensure they are appropriate for the memorial and added in groups once or twice a year. If this agreement is signed, the Elks Lodge will provide the City with replacement flags forever, so I think their brick program will help them offset those costs.

Here are the details of the agreement between the City and the Elks Lodge:

A veteran's memorial will be constructed in the middle of the roundabout in front of City Hall located at 1000 City Parkway, Osage Beach, Mo and will be available for public viewing 24 hours a day and 365 days a year.

The memorial will consist of 6 flags representing the 6 branches of the military, 2 statues depicting and/or representing the military through multiple decades that will be placed on a raised pedestal with a headstone that will commemorate the memorial. There will be space for 2000 individual bricks engraved with the name, military branch, and years of service honoring those who served. It will also include two benches for seated viewing and the memorial will be ADA accessible.

The City of Osage Beach and the Elks Lodge #2517 will share the cost of construction and maintenance of a Veterans Memorial based on the following parameters:

City of Osage Beach responsibilities are as follows:

- Memorial engineering and construction costs.
- The Osage Beach Transportation Department will handle all demo and grading work for the project and prepare the site for construction of the memorial.
- General maintenance of the memorial in perpetuity
- All utility costs associated with the memorial.
- General security of the memorial

Elks Lodge #2517's responsibilities are as follows:

- Donation of 2 statues depicting and/or representing the military through multiple decades. (Estimated Value: \$20,000)
- Donation of a headstone that will commemorate the memorial. (Estimated value: \$1,500)
- 6 flag poles and 6 flags representing the 6 branches of the military. (Estimate Value: \$5,200)
- The Elks Lodge will also supply the city with replacement flags on an as-needed basis in perpetuity.
- An Elks member with an electrical contractor license will donate the labor for all electrical work on the project. (Estimated value: \$7,000)
- The Elks lodge will donate 1000 blank pavers to the project. Estimated Value: \$1,400)
- The Elks Lodge will make a brick engraving program available to any member of the military, no matter their affiliation with the Elks Lodge. The program details shall be made available to the city. This brick engraving program will allow the Elks Lodge to offset their cost for the bricks that will be donated to the city to be added to the memorial and offset the cost of replacement flags provided to the city on an as-needed basis.
- Elks Lodge is responsible for providing two decorative benches to be installed by the contractor.

Additional Community Commitments:

- Cochran Engineering will donate \$5,000 towards the project.
- Scotts Concrete will donate \$5,000 toward the Elk's Lodge for the project. Concrete for the project must be purchased from Scott's Concrete by the Elk's Lodge at a price of \$5,000.

All of these details are laid out in the agreement enclosed.

According to Dave Van Leer, the City Engineer, cost estimates for a project like this are hard to nail down as you don't know how a contractor will approach this type of work. Will we get a contractor willing to do the project because of what it will mean for the community or will we just get a contractor bidding for it like any other project? This is why you see the general conditions and contingency sections within the quote. We just don't know how people will bid this. The cost of building a memorial like this is not cheap. I reached out to 3 other communities in Missouri that have recently completed memorial projects with a similar scope to our proposed memorial and found project costs ranging from \$85,000 up to \$160,000.

I know the cost estimate for this project is higher than you wanted it to be, but I am asking you to sign this agreement and let us bid this out to see what we get. This agreement is only binding if this board approves the project. Lets bid this out, see what interest we get and let me bring the bids back to you and the Elks Lodge and we can see if we can make the project work. If the project is still too expensive, then we can reassess, make changes and look at different timelines to get the project completed or if

the board wishes for us to abandon the project, I think the Elk's lodge has a backup plan to put the memorial on their property.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-51 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH ELKS LODGE #2517 FOR THE CONSTRUCTION AND MAINTENANCE OF A NEW VETERANS MEMORIAL TO BE BUILT IN THE ROUNDABOUT IN FRONT OF CITY HALL

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

Section 1. The Board of Aldermen of the City of Osage Beach hereby authorizes the Mayor to sign an agreement with Elks Lodge #2517 under substantially the same terms and conditions as set out in the attached contract ("Exhibit A").

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. 23.51 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 his signature.

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.51.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk



CITY OF OSAGE BEACH VETERANS MEMORIAL AGREEMENT

THIS VETERANS MEMORIAL AGREEMENT (the “Agreement”) states the terms and conditions that govern the contractual relationship between the City of Osage Beach, Missouri (“**City**”) and Elks Lodge #2517 (“**Donor**”), on the following terms.

WHEREAS, the City wishes to create and maintain a memorial to express its gratitude to veterans at City Hall; and

WHEREAS, Donor wishes to donate certain labor and materials to City to assist with the creation of such a memorial; and

WHEREAS, the City wishes to exercise final approval authority over the donated items and materials to ensure they are consistent with the City’s desired message.

NOW THEREFORE, City and Donor enter into the following Agreement to carry out the foregoing.

I. TERMS

1. **Memorial.** City intends to construct a veteran’s memorial (the “**Memorial**”) in the roundabout in front of City Hall located at 1000 City Parkway, Osage Beach, MO 65065. The Memorial is planned to consist of two statutes, six flag poles and six flags representing the six branches of the military, a commemorative headstone, two benches, and a field of commemorative bricks identifying veterans and/or supporters of the Memorial.
2. **City’s Obligations.**
 - a. *Conditions.* City’s obligations herein are contingent upon necessary approvals and appropriations by its Board of Aldermen.
 - b. *Bidding and construction.* Upon execution of this Agreement, City will seek bids for the work outlined herein. Contingent upon the above approvals, City will provide all engineering and construction services required to build the Memorial, less the donations mentioned below. Demolition and grading will be provided by the City’s transportation department. The remaining services and materials needed to construct the Memorial shall be bid out per the City’s standard bidding process and constructed accordingly.

- c. *Maintenance.* City shall be responsible for the maintenance of the Memorial once it is constructed, including utilities, except as set forth below.
- d. *Communication.* City will provide timely replies to Donor's inquiries and requests for information. City's point of contact for this Agreement is: Mike Welty, Assistant City Administrator.

3. Donor's Obligations.

- a. *Donations by Donor.* Donor hereby agrees to donate the following:
 - i. Two statues depicting and/or representing the military through multiple decades (Estimated Value: \$20,000);
 - ii. A headstone that will commemorate the memorial (Estimated Value: \$1,500);
 - iii. Six flag poles and six flags representing the six branches of the military, and replacement flags on an as needed basis in perpetuity (Estimate Value: \$5,200);
 - iv. Two decorative benches (to be installed by the contractor).
- b. *Brick engraving program.* Donor will make available a brick engraving program to any member of the military no matter their affiliation with the Donor. The brick-engraving program will allow Donor to offset their cost for the bricks that will be donated to the City to be added to the memorial and offset the cost of replacement flags provided to the city on an as-needed basis.

Because the Memorial is intended to express the City's views and message, City reserves the right to accept or reject any and all bricks which do not fit City's message for the memorial: "honoring those who have served." City will accept bricks in one of the two following formats:

<u>Option 1</u>	<u>Option 2</u>
John V. Veteran	Thank You Veterans
U.S. Army	Supporter Enterprises, LLC
2008-12	

City may accept other bricks which are substantially similar to these formats in its sole discretion.

- c. *Other donations.* This Agreement is contingent upon the following other donations being delivered to City:
 - i. Bob Bickle, a member of Donor, will donate the labor for all electrical work on the project, and City's acceptance of said labor shall be

- contingent upon reaching an appropriate agreement with Bickle (Estimated Value: \$7,000);
 - ii. Cochran Engineering will donate the sum of \$5,000.00 towards the project.
 - iii. Donor will donate concrete worth \$5,000 toward the project, which shall be contingent upon receiving a donation from Scotts Concrete.
- d. *Professionalism.* Donor will exercise the care and skill ordinarily used by members of the subject profession practicing under similar circumstances (as defined by the appropriate licensing authority, professional standards, and/or relevant industry practices). Donor understands that it will be perceived as a representative of the City and will ensure its personnel and any subcontractors will conduct themselves in a thoroughly professional and respectable manner while performing all Work for the City and while on-site. Donor shall ensure its personnel and any subcontractors comply with all City policies while on-site or representing the City. Donor and its personnel and any subcontractors will comply with all reasonable instructions and requests by the City. City property and resources are to be used only in ways that are consistent with their lawful intended purpose.
- e. *Insurance.* Donor shall purchase and maintain insurance as set forth below:
 - i. Commercial General Liability insurance with a limit of \$1,000,000 for each occurrence and \$1,000,000 general aggregate;
 - ii. Workers Compensation and Employer's Liability insurance in accordance with statutory requirements, with a limit of \$100,000 for each accident.

Upon request, Donor shall cause City to be named as additional insured for any or all of such policies.
- f. *Licenses, Permits, Taxes.* Donor shall be responsible for applying for, obtaining, and maintaining all licenses, permits, and other approvals required for itself, including but not limited to the Work. Donor shall be responsible for paying all sales, income, property, and other taxes required to carry on its business.
- g. *Communication.* Donor will provide timely replies to City's inquiries and requests for information. Donor's point of contact for this Agreement is: Fred Catcott.

II. STANDARD CONDITIONS

The following conditions are standard in all City of Osage Beach contracts and are only to be modified with substantial justification, and then only as much as necessary to accommodate such justification.

4. **Appropriations.** The continuation of this Agreement is contingent upon annual appropriation of funds by the Osage Beach Board of Aldermen. In the event the Board of Aldermen shall not budget and appropriate, specifically with respect to this Agreement, on or before January 1, subsequent years of the contract moneys sufficient to make all payments under this Agreement, the City shall not be obligated to make those payments.
5. **Pre-Contract Expense.** [intentionally removed].
6. **Assignment or Transfer.** Neither this Agreement, nor any portion thereof, shall be transferred or assigned without formal written approval by the City.
7. **Discrimination Policy.** The City of Osage Beach advises the public that it does not discriminate on the basis of disability, race or color, national origin, religion, age, or sex in employment or the provision of municipal services. Donor shall not discriminate on any prohibited basis and shall comply with all applicable employment laws.
8. **Laws, Ordinances, and Regulations.** Donor shall conform to all Federal, State, and local regulations, ordinances, and laws applicable to Donor, the City, or the subject matter of this Agreement. The City shall not be responsible for any fees, charges, money, or other obligations due as result of from any service provided under this Agreement. Donor shall conform to all changes made to this Agreement as a result of any ordinance, law and/or directive issued by the Federal, State, or local authority having jurisdiction over this Agreement, Donor, or the City.
9. **E-Verify.** If this Agreement is for an aggregate value in excess of \$5,000.00, Donor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Donor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the Work. See R.S.Mo. § 285.530.
10. **Anti-Israel Discrimination.** Donor certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. See R.S.Mo. § 34.600.
11. **Indemnification by Donor.** Donor shall indemnify, save, and hold harmless the City, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Donor or its employees, agents, subcontractors, or assignees arising out of this Agreement.

12. **No Indemnification by City.** Nothing in this Agreement shall be construed to require the City to indemnify Donor. Such indemnification is illegal under Missouri law. *See* Mo. A.G. Opinion 138-87 (1987).
13. **Sunshine Law.** All material submitted to the City will likely become public record and will be subject to the Missouri Sunshine Law, R.S.Mo. Chapter 610. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from other materials. Donor must include justification for the request. The City's obligation to comply with the Sunshine Law supersedes any request by Donor that material be treated as proprietary or confidential.
14. **Ownership of Work Product.** All documents and other work product created by Donor under this Agreement shall become the property of City once such work product has been delivered to the City.
15. **Termination.** The City reserves the right to terminate this Agreement without cause by giving 30 days' written notice to Donor. City may terminate this Agreement upon written notice of any violation of this Agreement if such violation is not cured within 7 calendar days of such notice. City may immediately terminate this Agreement for any material violation or any violation which creates a risk to the health, safety, or welfare of any person or property.
16. **Notices.** All formal notices or other documents required by this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at:

For City:

City Clerk
1000 City Parkway
Osage Beach, MO 65065

For Donor:

Elks Lodge #2517
5161 Osage Beach Parkway
Osage Beach, MO 65065

City may also serve written notice to Donor by personal delivery to any of its owners, officers, or employees.

17. **Necessary Documents.** The parties agree to execute and deliver without additional consideration such instruments and documents and to take such further actions as they may reasonably request in order to fulfill the intent of and give effect to this Agreement and the transactions contemplated thereby.
18. **Entire Agreement.** This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

19. **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein.
20. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
21. **Governing Law; Venue for Disputes.** This Agreement was made in the State of Missouri and shall be interpreted under and governed by the laws of the State of Missouri. Any action arising out of this Agreement or its subject matter shall be filed in the Circuit Court for Camden County, Missouri or the Associate Division thereof and the parties hereby consent and agree to the exclusive personal and subject-matter jurisdiction of that Court.
22. **WAIVER OF RIGHT TO JURY TRIAL.** THE PARTIES HEREBY KNOWINGLY, INTENTIONALLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT OR TRANSACTION CONTEMPLATED HEREBY OR THEREBY, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY.
23. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement.
24. **Severability.** If any provision in this Agreement shall be found to be void, the other provisions of this Agreement shall survive and remain enforceable.
25. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile or electronic (such as .PDF) copy of this Agreement or a signature thereto shall have the same force and effect as an original.
26. **Binding Effect.** This Agreement, subject to the above conditions of assignment, shall be binding upon and inure to the benefit of all parties and their respective legal representatives, successors, heirs, and assigns.

III. SPECIAL CONDITIONS

The following conditions are special to this Agreement. Any Special Condition which conflicts with or varies a Standard Condition shall be strictly construed in favor of the City.

27. [none]

IV. ACCEPTANCE

THIS AGREEMENT CONTAINS A WAIVER OF THE PARTIES' RIGHTS TO TRIAL BY JURY. THE UNDERSIGNED HEREBY MUTUALLY RELINQUISH AND WAIVE THEIR RIGHT TO TRIAL BY JURY.

CITY:
CITY OF OSAGE BEACH, MISSOURI

DONOR:
ELKS LODGE #2517

BY: Michael Harmison Date
ITS: Mayor

BY: Date
ITS:

Attest:

BY: Tara Berreth Date
ITS: City Clerk

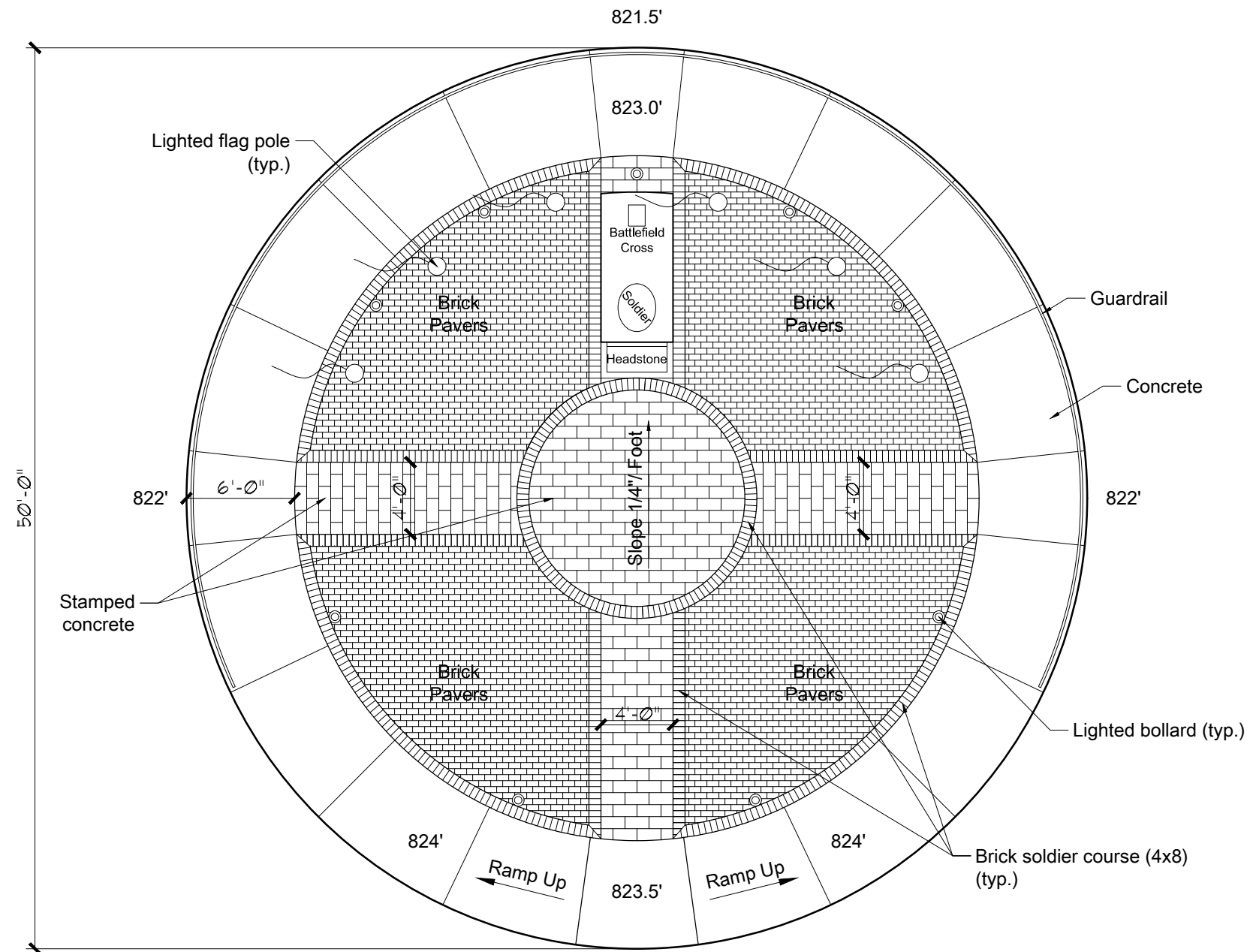


COST ESTIMATE
OSAGE BEACH VETERAN'S MEMORIAL
CITY OF OSAGE BEACH
PROJECT NUMBER 23-9425
May 18, 2023

	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL</u>
Demo Existing Concrete Walkway (by City)	1	LS	\$2,500.00	\$2,500.00
Demo Existing Pipe Bollards (by City)	6	EA	\$500.00	\$3,000.00
Demo Existing Landscaping (by City)	1	LS	\$1,000.00	\$1,000.00
Drop Box Relocation (by City)	1	LS	\$1,500.00	\$1,500.00
Irrigation Removal (by City)	1	LS	\$1,500.00	\$1,500.00
Site Grading (by City)	1	LS	\$2,000.00	\$2,000.00
Retaining Wall	25	YDS	\$150.00	\$3,750.00
Compacted Granular Base	2,000	SF	\$1.00	\$2,000.00
Concrete Slab	14	YDS	\$150.00	\$2,100.00
Concrete Pedestal	2	YDS	\$150.00	\$300.00
Rebar/Forms/Labor for Walls and Footings	1	LS	\$40,000.00	\$40,000.00
Flag Pole Foundations and Flagpole Installation	6	EA	\$1,500.00	\$9,000.00
Stamped Concrete Walkway	280	SF	\$10.00	\$2,800.00
Paver Sand Base	710	SF	\$2.00	\$1,420.00
Brick Pavers	800	SF	\$4.50	\$3,600.00
Brick Pavers Installation	660	SF	\$7.50	\$4,950.00
Brick Soldier Course Installation	150	SF	\$15.00	\$2,250.00
Electrical Wiring	1	LS	\$2,000.00	\$2,000.00
Flag Pole Lights	14	EA	\$400.00	\$5,600.00
Curved Guardrail	1	LS	\$20,000.00	\$20,000.00
Statue/Headstone Mounting	1	LS	\$2,000.00	\$2,000.00
Scott's Concrete Donation	1	LS	-\$5,000.00	-\$5,000.00
Cochran Engineering Donation	1	LS	-\$5,000.00	-\$5,000.00
Work by City Forces	1	LS	-\$11,500.00	-\$11,500.00
Purchased Pavers	1	LS	-\$1,000.00	-\$1,000.00
			Subtotal	\$90,770.00
General Condition/O.H./ Profit/Prevailing Wage/Increases (40%)				\$36,308.00
			Subtotal	\$127,078.00
Contingency (10%)				\$12,707.80
			Subtotal	\$139,785.80
A/E Fee				\$10,000.00
GRAND TOTAL				\$149,785.80

Items Provided by Elks

1. (2) Statues
2. Headstone
3. (6) Flagpoles, (6) Flags, and Replacement Flags
4. Donor Bricks and Engraving Program
5. Labor for electrical work
6. Future benches



ENLARGED PLAN

1/8" = 1'-0"



PROJ: 23-9425
DATE: March, 2023

Osage Beach Veteran's Memorial
1000 City Parkway, Osage Beach, MO 65065

Lake of the Ozarks Elks Lodge #2517 Veterans Memorial

BUY A BRICK PROGRAM

We are raising money to help pay for the Osage Beach Veterans Memorial. The bricks will be placed around the statues at the Memorial. The Memorial will be located in the Front Circle at the Osage Beach City Hall. The theme of the Memorial is "HONOUR ALL THAT HAVE SERVED". The cost of each brick is \$100 and the money raised will be used to offset the cost of the Memorial. Each brick will be 4"x 8". A Service Logo may also be added on each Brick. *All engraving will be capital letters.*

Yes, we'd like to reserve a permanent brick. Please engrave our brick as follows:

Any Symbol Is Considered One Space (Period, Comma, Dash)
All Text Is Centered Unless Otherwise Noted

4x8 Brick

If you would like a Service Logo Circle the one desired.

			U	S	A	F					U	S	C	G					
U	S	N						U	S	A						U	S	M	C

Example

					F	R	E	D		C	A	T	C	O	T	T			
							U	S		N	A	V	Y						
						1	9	7	1	-	2	0	0	0					

Please return this form and your check payable to:

Elks Lodge #2517 Veterans Committee
5161 Osage Beach Parkway
Osage Beach MO 65065

Name: _____ Phone: _____
Address: _____
City: _____ State: _____ Zip: _____
Email Address: _____ Amount Paid: _____

FORMS MUST BE RECEIVED WITH FULL PAYMENT FOR EACH BRICK

If you have any questions, please call Bill Morris 573-317-6808 or Fred Catcott 573-552-2901

You Can Also Order On Our On-Line Ordering Website: www.bricksrus.com/donorsite/nameoforganization

City of Osage Beach

Agenda Item Summary

Date of Meeting: June 1, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 23-52 - An ordinance of the City of Osage Beach, Missouri, authorizing the City Administrator to sign a change order for the Amy Lane and Case Road Improvement Project. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #23-52

Ordinance Referenced for Action:

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:

Yes - We would like to get the contractor working again as I want to avoid any further disruption for the citizens living in this area.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 20-00-773210 Special Road District Projects

FY2023 Budgeted Amount:	\$477,300
FY2023 Expenditures to Date (05/22/23):	(\$ 87,952.90)
FY2023 Available:	\$389,347
FY2023 Requested Amount:	\$8,955

Department Comments and Recommendation:

The Amy Lane and Case Road Driveway Improvement Project was approved by the board on 11/17/2022 and was scheduled for spring 2023 construction. Don Schnieders is the contractor. The project has gone well and is near completion. The Case Road Driveway portion of the project is already complete. The Amy lane portion is also near completion. Unfortunately, the engineers' estimate for asphalt on the Amy Lane portion

was just a little short and rock excavation around the retaining wall that was installed was much more than anticipated. Curb and gutter and landscaping changes affected the total as well. The Amy Lane portion of the project was approved for a total of \$134,247.00; FY2023 Budget = \$134,300 within line item 20-00-773210, matched with OBSRD funding for construction.

Here are the notes I received from our Construction Inspector with Cochran, Erik Howell:

"As discussed on the phone, the paving for Amy Lane is expected to run above the planned quantity. Field adjustments were made to curb and gutter grade to avoid full depth asphalt removal and replacement. This adjustment will increase the asphalt tonnage. I have been in touch with Don Schnieders Excavating and reviewed their proposed asphalt quantity adjustment. They proposed an additional 45 tons of asphalt would be needed to complete the project. I believe an agreeable amount due to the field adjustment would be 21 tons. This asphalt tonnage is an estimate, but final acceptance by the City will not exceed this total.

This force account was used for three separate modifications; rock excavation, curb & gutter adjustments, and landscaping rock finish. Additional field quantities were installed to complete the concrete driveways and curb and gutter type changes due to a resident modifying their driveway after design and prior to construction beginning.

The total adjustment for the project is an increase of \$8,955. This changes the project amount to \$143,202.00.

It should be noted the contractor was informed not to pave the project at the end of April and requested a 14 day extension due to this delay. The last day of the contract was May 18th and the 14 days would have extended the contract to June 1st. Paving operations were planned for May 25th and will be delayed until after review of the change order. Due to this delay and to prevent us from changing the contract time again, a 32 day extension and revised completion date of June 19th is included in the change order."

One of the main reasons we put force accounts in place is because, often times, field adjustments are necessary. Things do not always end up exactly how the engineer drew them up. Curb and gutter sometimes need field adjustments. Asphalt depth can be inconsistent. Driveway approaches are modified based on drainage and grade issues. Changes are made all the time. Sometimes we find better ways to do things in the field which will lower the cost and sometimes we run into things that raise the cost. The force account gives us the leeway to make these adjustments without disrupting or delaying the project. In this case, the force account will not be enough to account for all of the issues that were found and must be fixed to complete the road.

This \$8,955.00 change order will allow the contractor to complete the project. No budget amendment to line item 20-00-773210 will be necessary as the other project budgeted

for in this account, the Ledges project, is no longer moving forward. An additional 32 days will be added to the contract to account for the delay needed to gain this approval and to account for the contractor making the final pavement overlay to complete the road.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-52 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CHANGE ORDER WITH DON SCHNIEDER EXCAVATING CO, INC FOR THE AMY LANE AND CASE ROAD DRIVEWAY IMPROVEMENTS PROJECT

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

Section 1. The Board of Aldermen hereby authorizes the City Administrator to execute a change order for the City with Don Schnieder Excavating Co, Inc., under substantially the same or similar terms and conditions as set forth in “Exhibit A”.

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. 23.52 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 his signature.

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.52.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk



CHANGE ORDER NO.1

May 22, 2023

Don Schnieders Excavating Company, Inc.
Attn: Trent Bax
1307 Fairground Rd.
Jefferson City, MO 65109

Reference: Construction Contract OB22-010
Amy Lane Roadway Improvements

Dear Mr. Bax:

In accordance with Article 11 of the General Conditions – Change of Contract Time of your Construction Contract No. OB22-010 for the Amy Lane Roadway Improvements you are hereby granted a time extension of 32 calendar days. The revised Contract Completion Date is hereby moved from May 18, 2023 to June 19, 2023.

Your Contract Amount is hereby revised as indicated:

Original Contract Amount		\$134,247.00
Change Order No.1	NO CHANGE	\$8,955.00
Revised Contract Amount		\$143,202.00

Sincerely,

Jeana L. Woods, CPA, ICMA-CM
City Administrator

Don Schnieders Excavating Company, Inc. hereby accepts the terms and conditions of Change Order No.1.

Don Schnieders Excavating Company, Inc.

Date



DON SCHNIEDERS EXCAVATING COMPANY, INC.

1307 Fairgrounds Road Jefferson City, Missouri 65109
(573)893-2251 FAX (573)893-7749

5/19/2023

Mr. Erik Howell

Re: Project: Amy Lane & Case Road Improvements
Location: Osage beach

Dear Erik,

Don Schnieders Excavating Company, Inc. is requesting a time extension for the Asphalt portion of Amy Lane, due to a halt in work for discussions on how to proceed with the existing street and pavement. Our intent was to pave Amy Ln. on 4/26/2023, at the same time Case Rd. was paved. We were asked to wait on paving, by Cochran Engineering. We did not receive a decision back on how to proceed until 5/10/23. We scheduled the asphalt subcontractor the following day, and plan to pave and have the project completed the week of 5/22/2023.

Thank you and please call if you have any questions.

Very truly,

Trent J. Bax

City of Osage Beach
Agenda Item Summary

Date of Meeting: June 1, 2023
Originator: Tara Berreth, City Clerk
Presenter: Cole Bradbury, City Attorney

Agenda Item:

Bill 23-54 - An ordinance authorizing the City of Osage Beach, Missouri, to issue its Taxable Industrial Revenue Bonds (Lakeport Village Project), Series 2023, in a principal amount not to exceed \$360,000,000, for the purpose of providing funds to pay the costs of acquiring constructing and improving a facility for an Industrial Development Project in the City; approving a plan for the project and authorizing the City to enter into certain agreements and take certain other actions in connection therewith. *First Reading*

Requested Action:

First Reading of Bill #23-54

Ordinance Referenced for Action:

Chapter 100 Industrial Development Bonds are authorized by Section 27 & 27(b) of the Missouri Constitution and RsMO Sections 100.010 - 100.200. Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 23-54 is in correct form. Recommend approval.

City Administrator Comments:

If the Board desires to proceed with the Lakeport Village Project, this is a necessary

step to facilitate a sales tax exemption on construction materials used to construct the project. I concur with the department's recommendation.

AN ORDINANCE AUTHORIZING THE CITY OF OSAGE BEACH, MISSOURI, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS (LAKEPORT VILLAGE PROJECT), SERIES 2023, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$360,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF ACQUIRING, CONSTRUCTING AND IMPROVING A FACILITY FOR AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY; APPROVING A PLAN FOR THE PROJECT; AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Osage Beach, Missouri (the “City”), is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri (collectively, the “Act”) to purchase, construct, extend and improve certain projects (as defined in the Act), to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, office industry, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable; and

WHEREAS, the Act requires the City to prepare a plan in connection with any industrial development project undertaken pursuant to the Act; and

WHEREAS, a Plan for an Industrial Development Project and Cost-Benefit Analysis (the “Plan”) has been prepared in the form of Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, notice of the City’s consideration of the Plan has been given in the manner required by the Act, and the Board of Aldermen has fairly and duly considered all comments submitted to the Board of Aldermen regarding the proposed Plan; and

WHEREAS, the Board of Aldermen hereby finds and determines that it is desirable for the improvement of the economic welfare and development of the City and within the public purposes of the Act that the City: (1) approve the Plan pursuant to the Act; (2) issue its Taxable Industrial Revenue Bonds (Lakeport Village Project), in one or more series, in the maximum principal amount of \$360,000,000 (the “Bonds”), for the purpose of acquiring a leasehold interest in approximately 24 acres of real property located at the northeast corner of Jefferies Road and U.S. Route 54 in the City (as legally described in the hereinafter-defined Lease Agreement, the “Project Site”) and constructing thereon a family-friendly resort and entertainment district (as more fully described in the Lease Agreement, the “Project Improvements” and, together with the acquisition of a leasehold interest in the Project Site, the “Project”); and (3) lease the Project to Lakeport Village, LLC, affiliates thereof and other various amusement, hotel and restaurant partners (as applicable, the “Developer”); and

WHEREAS, the Lease Agreement contemplates the issuance of the Bonds for the purpose of facilitating a sales tax exemption on construction materials used to construct the Project Improvements; and

WHEREAS, the Board of Aldermen further finds and determines that it is necessary and desirable in connection with the implementation of the Plan and the issuance of the Bonds that the City enter into certain documents and take certain other actions as herein provided.

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

Section 1. Approval of the Plan. The Board of Aldermen hereby approves the Plan.

Section 2. Authorization for the Project. The City is hereby authorized to provide for the purchase and construction of the Project, in the manner and as more particularly described in the Indenture and the Lease Agreement hereinafter authorized.

Section 3. Authorization of the Bonds. The City is hereby authorized to issue and sell the Bonds as described in the recitals hereto for the purpose of providing funds to pay the costs of the Project. The Bonds shall be issued and secured pursuant to the Indenture and shall have such terms, provisions, covenants and agreements as are set forth in the Indenture.

Section 4. Limitation on Liability. The Bonds and the interest thereon shall be limited obligations of the City, payable solely out of certain payments, revenues and receipts derived by the City from the Lease Agreement. Such payments, revenues and receipts shall be pledged and assigned to the bond trustee named in the Indenture (the "Trustee"), as security for the payment of the Bonds as provided in the Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State of Missouri (the "State") or any other political subdivision thereof, and neither the City nor the State shall be liable thereon. The Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction and are not payable in any manner by taxation.

Section 5. Authorization of Documents. The City is hereby authorized to enter into the following documents (collectively, and inclusive of any documents authorized by Section 6 below, the "City Documents"), in substantially the forms presented to and approved by the Board of Aldermen and attached to this Ordinance, with such changes therein as shall be approved by the officials of the City executing the City Documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

(a) Base Lease between the City and the Developer, in substantially the form of Exhibit B, attached hereto and incorporated herein by reference, pursuant to which the Developer will lease the Project to the City pursuant to the terms and conditions contained therein.

(b) Lease Agreement (the "Lease Agreement") between the City and the Developer, in substantially the form of Exhibit C, attached hereto and incorporated herein by reference, pursuant to which the City will lease the Project to the Developer pursuant

to the terms and conditions contained therein, in consideration of rental payments by the Developer that will be sufficient to pay the principal of and interest on the Bonds.

(c) Trust Indenture (the “Indenture”) between the City and the Trustee, in substantially the form of Exhibit D, attached hereto and incorporated herein by reference, pursuant to which the Bonds will be issued and the City will pledge the Project and assign certain of the payments, revenues and receipts received pursuant to the Lease Agreement to the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions set forth therein.

(d) Bond Purchase Agreement between the City and the Developer, in substantially the form of Exhibit E, attached hereto and incorporated herein by reference, pursuant to which the Developer will purchase the Bonds.

Section 6. Multiple Series of Bonds and City Documents. Notwithstanding anything to the contrary contain herein, at the written request of Lakeport Village, LLC, separate series of Bonds may be issued for specific portions of the overall Project and separate City Documents may be entered into with the applicable Developer entity for each portion of the Project subject to a separate series of Bonds so long as the total maximum amount of all Bonds issued under the authority of this Ordinance does not exceed \$360,000,000. Any City Documents that are executed for a specific portion of the Project shall be in substantially the form of the City Documents attached to this Ordinance, as revised to reflect (a) the applicable Developer entity, (b) the principal amount of the applicable series of Bonds and (c) the description of the applicable portion of the Project.

Section 7. Execution of Documents. The Mayor is hereby authorized to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the applicable Indenture(s). The Mayor is hereby authorized to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to attest to and affix the seal of the City to the Bonds, the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 8. Further Authority. The City shall, and the officials, agents and employees of the City are hereby authorized to, take such further 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 and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents. The Mayor and the City Administrator are hereby authorized, through the term of the Lease Agreement, to execute all documents on behalf of the City (including documents pertaining to the financing or refinancing of the Project by the Developer) as may be required to carry out and comply with the intent of this Ordinance, the Indenture and the Lease Agreement. The Mayor and the City Administrator are further authorized, on behalf of the City, to grant such consents, estoppels and waivers relating to the Bonds, the Indenture or the Lease Agreement as may be requested during the term thereof;

provided, such consents, estoppels and/or waivers shall not increase the principal amount of the Bonds, increase the term of the Lease Agreement or the economic incentives provided therein, waive an event of default or materially change the nature of the transaction. The City Clerk is authorized to attest to and affix the seal of the City to any document authorized by this Section.

Section 9. Severability. The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the Board of Aldermen has or would have enacted the valid sections without the void one; and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 10. Effective Date. This Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No. 23.54 was duly passed on by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.54.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

EXHIBIT A

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT AND COST-BENEFIT
ANALYSIS

(On file in the office of the City Clerk)

EXHIBIT B

BASE LEASE

(On file in the office of the City Clerk)

EXHIBIT C

LEASE AGREEMENT

(On file in the office of the City Clerk)

EXHIBIT D

TRUST INDENTURE

(On file in the office of the City Clerk)

EXHIBIT E

BOND PURCHASE AGREEMENT

(On file in the office of the City Clerk)

CITY OF OSAGE BEACH, MISSOURI

**PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND
COST-BENEFIT ANALYSIS**

LAKEPORT VILLAGE

TABLE OF CONTENTS

	<u>Page</u>
I. PURPOSE OF THIS PLAN	1
II. DESCRIPTION OF CHAPTER 100 FINANCINGS.....	1
General	1
Issuance and Sale of Bonds.....	1
Sales and Use Tax Exemption	2
Property Tax Abatement	2
III. DESCRIPTION OF THE PARTIES.....	2
Lakeport Village LLC.....	2
City of Osage Beach, Missouri	2
IV. REQUIREMENTS OF THE ACT.....	2
Description of the Project	2
Estimate of the Costs of the Project.....	2
Sources of Funds to be Expended for the Project	2
Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City	3
Affected School District, Community College District, Emergency Service Providers, County and City	3
Current Assessed Valuation	3
Payments in Lieu of Taxes.....	3
Sales and Use Tax Exemption	3
Cost-Benefit Analysis	3
V. ASSUMPTIONS AND BASIS OF PLAN	4

* * *

I. PURPOSE OF THIS PLAN

The City of Osage Beach, Missouri (the “City”), intends to issue taxable industrial revenue bonds in a principal amount not to exceed \$360,000,000 (the “Bonds”) to finance the costs of a proposed industrial development project (the “Project”) for the benefit of Lakeport Village, LLC (including any affiliates and together with various amusement, hotel, restaurant and other partners, the “Developer”). The Bonds will be issued pursuant to the provisions of Sections 100.010 to 100.200 of the Revised Statutes of Missouri (“Chapter 100”) and Article VI, Section 27(b) of the Missouri Constitution (together with Chapter 100, the “Act”). The Bonds may be issued in multiple series and will initially be owned by the Developer and cannot be transferred, other than to the Developer’s affiliates and lenders, without the City’s prior approval.

Gilmore & Bell, P.C. has prepared this Plan for an Industrial Development Project and Cost-Benefit Analysis (this “Plan”) to satisfy requirements of the Act and to analyze the potential costs and benefits, including the related tax impact on all affected taxing jurisdictions, of using industrial revenue bonds to finance the Project and to facilitate a sales and use tax exemption on construction materials used to complete the Project.

II. DESCRIPTION OF CHAPTER 100 FINANCINGS

General. Chapter 100 authorizes cities, counties, towns and villages to issue industrial development revenue bonds to finance the purchase, construction, extension and improvement of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities that provide interstate commerce, and industrial plants, including the real estate either within or without the limits of such municipalities, buildings, fixtures and machinery. In addition, Article VI, Section 27(b) of the Missouri Constitution authorizes cities, counties, towns and villages to issue revenue bonds for the purpose of paying all or part of the cost of purchasing, constructing, extending or improving any facility for manufacturing, commercial, warehousing and industrial development purposes, including the real estate, buildings, fixtures and machinery.

Issuance and Sale of Bonds. Revenue bonds issued pursuant to the Act do not require voter approval and are payable solely from revenues received from a lease or other disposition of the project. The municipality issues its bonds and in exchange, the benefited company promises to make payments that are sufficient to pay the principal of and interest on the bonds as they become due. Thus, the municipality merely acts as a conduit for the financing.

Concurrently with the closing of the bonds, the benefitted company will lease the site on which the project will be located to the municipality. The municipality will immediately lease the project site and the improvements thereon back to the benefited company pursuant to a lease agreement. The lease agreement will require the benefitted company, acting on behalf of the municipality, to use the bond proceeds to purchase and construct the project.

Under the lease agreement, the benefitted company typically: (1) unconditionally agrees to make payments sufficient to pay the principal of and interest on the bonds as they become due; (2) agrees, at its own expense, to maintain the project, to pay all taxes and assessments with respect to the project and to maintain adequate insurance; (3) may, at its own expense, make certain additions, modifications or improvements to the project; (4) may assign its interests under the lease agreement or sublease the project while remaining responsible for payments under the lease agreement; (5) covenants to maintain its corporate existence during the term of the bond issue; and (6) agrees to indemnify the municipality for certain liability the municipality might incur as a result of its participation in the transaction.

Sales and Use Tax Exemption. The purpose of this Plan is to provide a sales and use tax exemption on qualified building materials. Under the Act and other applicable state law, qualified building materials can be exempt from sales and use tax if approved by the municipality. The sales and use tax exemption is evidenced by a project exemption certificate issued by the municipality.

Property Tax Abatement. While the Act is often used to facilitate real or personal property tax abatement, the Developer is not seeking, and this Plan does not authorize, any real or personal property tax abatement or exemption. The Project, however, is expected to be located in a tax increment financing district.

III. DESCRIPTION OF THE PARTIES

Lakeport Village LLC. The Developer is an affiliate of Tegethoff Development, LLC, a luxury lifestyle developer that has developed properties throughout the Midwest, including several mixed-use projects such as Summit at West Pryor in Lee's Summit, Missouri, Wildhorse in Chesterfield, Missouri, and Expo at Forest Park in St. Louis, Missouri. The Developer will work with various amusement, hotel, restaurant and other partners to complete the Project.

City of Osage Beach, Missouri. The City is a fourth-class city and political subdivision of the State of Missouri. The City is authorized and empowered pursuant to the provisions of the Act to purchase, construct, extend, equip and improve certain projects (as defined in the Act), to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

IV. REQUIREMENTS OF THE ACT

A. Description of the Project. The Project consists of acquiring a leasehold interest in approximately 24 acres of real property located at the northeast corner of Jefferies Road and U.S. Route 54 (the "Project Site") and constructing thereon a family-friendly resort and entertainment district (the "Project Improvements" and, together with the acquisition of a leasehold interest in the Project Site, the "Project"). The resort and entertainment district is expected to consist of an approximately 350-425 room hotel with at least 15,000 square feet of conference center facilities (inclusive of ballroom space, business center space, and/or meeting space), an outdoor area, amusement and entertainment uses (such uses may include an arcade and/or a Ferris wheel), a boardwalk overlooking the Lake of the Ozarks, a multi-story parking garage and not less than 15,000 square feet of commercial space to accommodate restaurant, retail and other commercial uses. If this Plan is approved, the Developer expects to commence construction of the Project Improvements in mid-2023, with completion of initial amusement and entertainment uses estimated to be in 2024 and completion of the hotel and waterpark estimated to be in 2026.

B. Estimate of the Costs of the Project. The acquisition and construction of the Project are estimated to cost approximately \$356,950,000. The Bonds will be issued in the maximum principal amount of \$360,000,000 to provide for contingencies.

C. Sources of Funds to be Expended for the Project. The sources of funds to be expended for the Project will be the proceeds of the Bonds in the maximum principal amount of \$360,000,000 and other available funds of the Developer. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project (as further described below). The Bonds will not be an indebtedness or general obligation, debt or liability of the City or the State of Missouri. No tax revenues will be used to repay the Bonds.

D. *Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City.* During construction of the Project Improvements, the City will lease the Project to the Developer for lease payments equal to the principal of and interest on the Bonds. Under the terms of the lease agreement, the Developer will have the option to purchase the Project at any time for nominal consideration. All leases entered into in furtherance of this Plan in connection with the Project Improvements will terminate following completion of the Project Improvements.

E. *Affected School District, Community College District, Emergency Service Providers, County and City.* The Camdenton Reorganized School District No. R-3 of Camden County, Missouri, is the school district affected by the Project. No community college or ambulance district is affected by the Project. The Osage Beach Fire Protection District is the fire protection district affected by the Project. Camden County, Missouri, is the county affected by the Project. The City of Osage Beach, Missouri, is the city affected by the Project.

F. *Current Assessed Valuation.* The most recent equalized assessed valuation of the real property included in the Project is \$957,870. The total equalized assessed valuation of the real property included in the Project after construction of the Project Improvements is estimated to be approximately \$76,572,000. It is anticipated, however, that tax increment financing will capture taxes attributable to the increase in assessed valuation.

G. *Payments in Lieu of Taxes.* This Plan does not provide for any property tax abatement or any payments in lieu of taxes. However, as noted above, the Project is expected to be located in a tax increment financing district. Drafts of the redevelopment plan and cost-benefit analysis relating to the proposed tax increment financing for the Project are on file with the City. Please consult such drafts for a discussion of the real property taxes and tax increment financing revenues associated with the Project.

H. *Sales and Use Tax Exemption.* Qualified building materials purchased for the construction of the Project Improvements are expected to be exempt from sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the Bond documents upon delivery of a project exemption certificate by the City to the Developer.

I. *Cost-Benefit Analysis.* In compliance with Section 100.050.2(3) of the Revised Statutes of Missouri, this Plan has been prepared to show the costs and benefits to the City and to other taxing jurisdictions affected by the sales and use tax exemption for the Project. For purposes of determining the impact of the exemption granted by the City on the affected taxing jurisdictions, it was assumed that:

- \$142,780,000 of the total costs of the Project Improvements will be allocated to construction material costs;
- the applicable sales tax rate is 8.225%, of which 4.225% is allocated to the State of Missouri (the “State”), 1.500% is allocated to Camden County (the “County”), 2.000% is allocated to the City and 0.500% is allocated to the Osage Beach Fire Protection District (the “Fire District”);
- the applicable use tax rate is 5.725%, of which 4.225% is allocated to the State and 1.500% is allocated to the County;
- 80% of the qualified construction materials will be subject to the State’s sales tax and 20% will be subject to the State’s use tax;

- 20% of the qualified construction materials will be subject to the County's sales and use taxes;
- 20% of the qualified construction materials will be subject to the City's sales tax; and
- 20% of the qualified construction materials will be subject to the Fire District's sales tax.

Please note that any variance in these assumptions will alter the net fiscal impact of the sales and use tax exemption on the affected taxing jurisdictions.

Based on the assumptions set forth above, the net fiscal impact of the sales and use tax exemption on the qualified building materials granted by the City is approximately \$7,603,035, allocated as follows:

	<u>Sales Tax</u>	<u>Use Tax</u>	<u>Total</u>
State of Missouri	\$4,825,964	\$1,206,491	\$6,032,455
Camden County	428,340	428,340	856,680
City of Osage Beach	571,120	n/a	571,120
Osage Beach Fire Protection District	142,780	n/a	142,780
Total	<u>\$5,968,204</u>	<u>\$1,634,831</u>	<u>\$7,603,035</u>

The City believes that the Developer's investment in the Project will create construction jobs during the construction period, spur additional investment in the City and support the tourism efforts in the Lake of the Ozarks region. The Project will also generate significant real property taxes after conclusion of the 23-year tax increment financing period). Significant commercial surcharge and personal property taxes, which are not subject to tax increment financing, will be generated upon completion of the Project. These ancillary impacts were not measured for purposes of this Plan. This Plan does not attempt to quantify the overall economic impact of the Project.

V. ASSUMPTIONS AND BASIS OF PLAN

As described herein, this Plan includes assumptions that impact the amount of the sales and use tax exemption proposed for the Project.

In addition to the foregoing, in order to complete this Plan, Gilmore & Bell, P.C. has generally reviewed and relied upon information furnished by, and has participated in conferences with, representatives of the City and its counsel, representatives of the Developer and its counsel and other persons as the firm has deemed appropriate. Gilmore & Bell, P.C. does not assume any responsibility for the accuracy, completeness or fairness of any of the information provided by others and has not independently verified the accuracy, completeness or fairness of such information.

* * *

Exhibit B

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT:	BASE LEASE
DOCUMENT DATED AS OF:	[*Date*], 2023
GRANTOR:	LAKEPORT VILLAGE, LLC
GRANTOR'S MAILING ADDRESS:	4401 North Mesa El Paso, Texas 79902
GRANTEE:	CITY OF OSAGE BEACH, MISSOURI
GRANTEE'S MAILING ADDRESS:	1000 City Parkway Osage Beach, Missouri 65065
RETURN DOCUMENTS TO:	Mark A. Spykerman, Esq. Gilmore & Bell, P.C. 211 North Broadway, Suite 2000 St. Louis, Missouri 63102
LEGAL DESCRIPTION:	See Exhibit A

BASE LEASE

THIS BASE LEASE (this “Base Lease”) is made and entered into as of [*Date*], 2023 (the “Effective Date”), by and between **LAKEPORT VILLAGE, LLC**, a limited liability company organized and existing under the laws of the State of Missouri (the “Developer”), and the **CITY OF OSAGE BEACH, MISSOURI**, a fourth-class city organized and existing under the laws of the State of Missouri (the “City”).

RECITALS:

A. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri (collectively, the “Act”) to purchase, construct, extend and improve certain projects (as defined in the Act), to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, office industry, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

B. Pursuant to the Act, the Board of Aldermen passed Ordinance No. 23.____ on May 18, 2023 (the “Ordinance”), authorizing the City to issue its Taxable Industrial Revenue Bonds (Lakeport Village Project), Series 2023, in the maximum principal amount of \$360,000,000 (the “Bonds”), for the purpose of (a) acquiring a leasehold interest in approximately 24 acres of real property located at the northeast corner of Jefferies Road and U.S. Route 54 in the City (as legally described on **Exhibit A**, the “Project Site”) and (b) constructing thereon a family-friendly resort and entertainment district (the “Project Improvements”).

C. Pursuant to the Act and the Ordinance, the City is authorized to (a) enter into a Trust Indenture of even date herewith with UMB Bank, N.A., as trustee, for the purpose of issuing and securing the Bonds, as therein provided, (b) enter into this Base Lease with the Developer under which the City will acquire a leasehold interest in the Project Site and (c) enter into a Lease Agreement of even date herewith (the “Lease”) with the Developer under which the City will, or will cause the Developer to, construct the Project Improvements and will lease the Project Improvements, as they may at any time exist, together with the City’s leasehold interest in the Project Site (collectively, the “Project”) to the Developer in consideration of rental payments by the Developer that will be sufficient to pay the principal of and interest on the Bonds.

D. In connection with the issuance of the Bonds and the execution of the Lease, the City has agreed to cooperate with the Developer and the contractors for the Project Improvements in acquiring the benefits of sales tax exemption for purchases of materials used to construct the Project Improvements.

E. The Developer desires to lease the Project to the City, and the City desires to lease the Project from the Developer and to acquire and hold a leasehold interest for the term of this Base Lease as more fully described in this Base Lease.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and the Developer do hereby represent, covenant and agree as follows:

Section 1. Definitions. In addition to any words and terms defined elsewhere in this Base Lease, capitalized words and terms used in this Base Lease shall have the meanings given to such terms in the Lease.

Section 2. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

- (a) The City is an incorporated political subdivision of the State of Missouri.
- (b) Under the provisions of the Act, the City has lawful power and authority to enter into the transactions contemplated by this Base Lease and to carry out its obligations hereunder.
- (c) By proper action of its governing body, the City has been duly authorized to execute and deliver this Base Lease, acting by and through its duly authorized officers.

Section 3. Representations by the Developer. The Developer makes the following representations as the basis for the undertakings on its part herein contained:

- (a) The Developer is a limited liability company validly existing and in good standing under the laws of the State of Missouri.
- (b) The Developer has lawful power and authority to enter into this Base Lease and to carry out its obligations hereunder, and the Developer has been duly authorized to execute and deliver this Base Lease, acting by and through its duly authorized officers and representatives.
- (c) The Developer is the owner of the Project Site and is permitted to lease the Project to the City pursuant to this Base Lease.

Section 4. Lease Term. This Base Lease shall become effective upon execution and delivery and, subject to earlier termination pursuant to the provisions of this Base Lease, shall have a term commencing as of the date of this Base Lease and terminating simultaneously with the payment of all amounts due under **Section 11.1** or **Section 11.4** of the Lease. Upon such payment, all of the City's rights, title and interest in the Project under this Base Lease shall revert to the Developer without the requirement of any action by the City or the Trustee.

Section 5. Granting of Leasehold Estate. The Developer hereby rents, leases and lets the Project to the City, and the City hereby rents, leases and hires the Project from the Developer, subject to Permitted Encumbrances existing as of the date of the execution and delivery hereof, for the rentals and upon and subject to the terms and conditions herein contained.

Section 6. Rent. In addition to the City's obligations under the Lease and the Redevelopment Agreement, the City hereby agrees to pay to the Developer annual rent under this Base Lease (the "Rent") equal to One Dollar and no/100 (\$1.00), which shall be due on the date of this Base Lease and on each January 1 thereafter during the term of this Base Lease. The Developer hereby acknowledges that it has received the Rent due on the date of this Base Lease.

Section 7. Use and Possession of the Project. The City will have the rights of use and possession of the Project only to the extent permitted by the Lease; provided, if the City terminates the Lease pursuant to **Section 12.2(b)** thereof, the City will have the right to possession of the Project until

the payment of all amounts due under **Section 11.1** or **Section 11.4** of the Lease and will have the right to operate or sell its interest in the Project upon whatever terms and conditions it deems prudent.

Section 8. Assignability. The City will not assign, sublease, mortgage or otherwise transfer or encumber its interest in this Base Lease except to the Developer pursuant to the Lease.

Section 9. Repairs and Maintenance. The Developer shall, at its sole cost and expense, maintain and repair the Project, and all portions thereof and improvements thereto, to the extent required by the Lease. In no event shall the City be required to make any repairs, improvements, additions, replacements, reconstructions or other changes to the Project or perform any maintenance thereon.

Section 10. Taxes. Pursuant to **Section 6.2** of the Lease, the Developer shall promptly pay all taxes or other governmental charges that if unpaid, would encumber the City's leasehold interest in the Project.

Section 11. Insurance. The Developer shall maintain the insurance policies required by **Article VII** of the Lease.

Section 12. Condemnation. If at any time during the term of this Base Lease, there shall be a total or partial taking of the Project in condemnation proceedings or by any right of eminent domain or by sale in lieu thereof, the parties shall have the rights and obligations provided in the Lease, and this Base Lease shall terminate only to the extent and in the manner provided in the Lease.

Section 13. Surrender of the Project. Except as otherwise expressly provided in this Base Lease, the City shall surrender and deliver up the Project and all associated improvements to the Developer at the expiration or other termination of this Base Lease, to the limited extent that the City may have any rights to possession thereof as expressly provided herein, without fraud or delay.

Section 14. Notices. Any and all notices, demands, requests, submissions, approvals, consents, disapprovals, objections, offers or other communications or documents required to be given, delivered or served or which may be given, delivered or served under or by the terms and provisions of this Base Lease or pursuant to law or otherwise, shall be made in the form and manner provided in the Lease.

Section 15. Developer's Right to Terminate. The Developer may terminate this Base Lease at any time by exercising its option to purchase the City's interest in the Project pursuant to **Article XI** of the Lease.

Section 16. Conflict with the Lease. In the event of any conflict between the terms hereof and the terms of the Lease, the terms of the Lease shall control.

Section 17. Limitation on Liability of City. No provision, covenant or agreement contained in this Base Lease or any obligation herein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri. Such limitation shall not apply to any liability or charge directly resulting from the City's breach of any material provision, covenant or agreement contained herein.

Section 18. Governing Law. This Base Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 19. Binding Effect. This Base Lease shall be binding upon and shall inure to the benefit of the City and the Developer and their respective successors and assigns.

Section 20. Severability. If for any reason any provision of this Base Lease is determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 21. Execution in Counterparts. This Base Lease may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 22. Electronic Transaction. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 23. [*Subordination of Base Lease. By its execution hereof, each of the Developer and the City hereby agrees that this Base Lease shall be, is and shall continue to be, subordinate and inferior to the Fee Deed of Trust until all [*Obligations*] (as such term is defined in the Fee Deed of Trust) have been indefeasibly paid and performed in full, including but not limited to, all future advances and future obligations secured by the Fee Deed of Trust. Such subordination shall be self-operative and shall be irrespective of the time, manner, order of recording or perfection or any other priority that ordinarily would result under the Uniform Commercial Code as enacted in each and every applicable jurisdiction, and as amended from time to time, and other applicable law for the order of granting or perfecting any security interests referred to herein.

Section 24.*] Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Developer certifies it is not currently engaged in and shall not, for the duration of this Base Lease, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel or (c) persons or entities doing business in the State of Israel.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Base Lease as of the Effective Date.

LAKEPORT VILLAGE, LLC,
a Missouri limited liability company

By: _____
Jeffrey J. Tegethoff, Manager

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, appeared **JEFFREY J. TEGETHOFF**, to me personally known, who, being by me duly sworn, did say that he is the Manager of **LAKEPORT VILLAGE, LLC**, a Missouri limited liability company, and that said instrument was signed on behalf of said company by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Name: _____
Notary Public in and for said State

My Commission Expires:

PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS BOX

(SEAL)

By: _____
Michael Harmison, Mayor

Attest:

Tara Berreth, City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF CAMDEN)

On this ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, appeared **MICHAEL HARMISON**, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF OSAGE BEACH, MISSOURI**, a fourth-class city and political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed by authority of its Board of Aldermen, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Name: Mark A. Spykerman
Notary Public in and for said State

My Commission Expires:

PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS BOX

[Base Lease]

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT SITE

The land situated in the County of Camden, State of Missouri, and described as follows:

Commencing at a 5/8" rebar marking the West Quarter corner of said Section; thence, South 89 Degrees, 04 Minutes, 27 Seconds East along the Quarter Section line of said Section, 537.27 feet to a set 1/2 inch rebar and the POINT OF BEGINNING; thence, leaving said Quarter Section line, South 27 Degrees, 51 Minutes, 54 Seconds East along the Easterly right of way of Jefferies Road, 9.10 feet to Centerline Station 180+80, and 16+20 on the Northerly right of way of US Highway 54; thence, leaving said Easterly right of way, North 89 Degrees, 51 Minutes, 02 Seconds East along said Northerly right of way, 100.29 feet to a set 1/2 inch rebar; thence, leaving said Northerly right of way, North 0 Degrees, 55 Minutes, 31 Seconds West along the Westerly line of a tract of land described by deed in Book 805, Page 905 in said Records of Camden County, 6.10 feet to a set 1/2 inch rebar; thence, leaving said westerly line, South 89 Degrees, 04 Minutes, 27 Seconds East along the Northerly line of said tract of land, and the Quarter Section line of said Section, 200.61 feet to a set 1/2 inch rebar; thence, leaving said Quarter Section line and said Northerly line, North 76 Degrees, 58 Minutes, 46 Seconds East along the Northerly right of way of US Highway 54, 70.00 feet to Centerline Station 177+30; thence, North 85 Degrees, 43 Minutes, 32 Seconds East, 131.53 feet to Centerline Station 176+00; thence, North 77 Degrees, 37 Minutes, 31 Seconds East, 25.93 feet to a set 1/2 inch rebar; thence, leaving said Northerly right of way along the approximate 662 contour along the following courses: North 8 Degrees, 40 Minutes, 02 Seconds East, 61.36 feet; thence, North 25 Degrees, 33 Minutes, 36 Second East, 18.15 feet; thence, North 37 Degrees, 57 Minutes, 49 Seconds East, 89.00 feet; thence, North 39 Degrees, 21 Minutes, 12 Seconds East, 19.22 feet; thence, North 32 Degrees, 08 Minutes, 52 Seconds East, 17.08 feet; thence, North 16 Degrees, 40 Minutes, 39 Seconds East, 37.22 feet; thence, North 17 Degrees, 15 Minutes, 18 Seconds East, 24.15 feet; thence, North 35 Degrees, 14 Minutes, 29 Seconds East, 10.43 feet; thence, North 32 Degrees, 43 Minutes, 40 Seconds East, 8.12 feet; thence, North 37 Degrees, 15 Minutes, 51 Seconds East, 6.57 feet; thence, North 16 Degrees, 44 Minutes, 12 Seconds East, 29.27 feet; thence, North 17 Degrees, 09 Minutes, 28 Seconds East, 32.03 feet; thence, North 3 Degrees, 14 Minutes, 48 Seconds East, 23.08 feet; thence, North 44 Degrees, 07 Minutes, 28 Seconds West, 87.88 feet; thence, North 58 Degrees, 01 Minutes, 21 Seconds West, 19.80 feet; thence, North 66 Degrees, 28 Minutes, 23 Seconds West, 14.63 feet; thence, North 60 Degrees, 02 Minutes, 33 Seconds West, 15.31 feet; thence, North 72 Degrees, 37 Minutes, 16 Seconds West, 29.79 feet; thence, North 63 Degrees, 08 Minutes, 35 Seconds West, 27.55 feet; thence, North 72 Degrees, 52 Minutes, 41 Seconds West, 127.47 feet; thence, North 85 Degrees, 45 Minutes, 12 Seconds West, 37.59 feet; thence, South 87 Degrees, 36 Minutes, 06 Seconds West, 14.64 feet; thence, North 72 Degrees, 10 Minutes, 11 Seconds West, 23.40 feet; thence, North 81 Degrees, 51 Minutes, 22 Seconds West, 42.78 feet; thence, North 81 Degrees, 09 Minutes, 41 Seconds West, 46.49 feet; thence, South 88 Degrees, 15 Minutes, 53 Seconds West, 30.13 feet; thence, South 69 Degrees, 02 Minutes, 08 Seconds West, 11.98 feet; thence, North 70 Degrees, 54 Minutes, 14 Seconds West, 31.08 feet; thence, North 2 Degrees, 54 Minutes, 17 Seconds West, 67.81 feet to a set 1/2 inch rebar; thence, leaving said 662 Contour, along the centerline of a Twenty-two foot (22') wide Easement, North 39 Degrees, 25 Minutes, 07 Seconds West, 81.75 feet; thence, North 10 Degrees, 11 Minutes, 17 Seconds West, 25.90 feet; thence, North 8 Degrees, 00 Minutes, 42 Seconds West, 222.33 feet to a set 1/2 inch rebar on the centerline of Lakewood Circle; thence, leaving said Easement, along said Centerline, along the following courses, South 53 Degrees, 27 Minutes, 37 Seconds East, 210.00 feet to a set 1/2 inch rebar; thence, North 86 Degrees, 22 Minutes, 23 Seconds East, 70.00 feet; thence, North 72 Degrees, 32 Minutes, 23 Seconds East, 360.00 feet to a set 1/2 inch rebar; thence, leaving said Centerline, South 85 Degrees, 02 Minutes, 37 Seconds East, 182.82 feet to a set 1/2 inch rebar on the approximate 662 Contour; thence, following along said 662 Contour along the following courses: North 60 Degrees, 10 Minutes, 11 Seconds East, 70.64 feet; thence, North 60 Degrees, 10 Minutes, 11 Seconds East, 63.64 feet; thence, North 85 Degrees,

34 Minutes, 36 Seconds East, 11.08 feet; thence, North 40 Degrees, 33 Minutes, 37 Seconds East, 31.89 feet; thence, North 40 Degrees, 38 Minutes, 40 Seconds East, 25.06 feet; thence, North 80 Degrees, 22 Minutes, 40 Seconds East, 4.32 feet; thence, North 36 Degrees, 43 Minutes, 32 Seconds East, 10.22 feet; thence, North 83 Degrees, 42 Minutes, 02 Seconds East, 10.90 feet; thence, North 38 Degrees, 50 Minutes 21 Seconds East, 15.68 feet; thence, North 5 Degrees, 58 Minutes, 08 Seconds West, 15.65 feet; thence, North 51 Degrees, 17 Minutes, 40 Seconds East, 7.39 feet; thence, North 15 Degrees, 10 Minutes, 18 Seconds East, 53.32 feet; thence, North 3 Degrees, 10 Minutes, 46 Seconds East, 38.06 feet; thence, North 23 Degrees, 46 Minutes, 19 Seconds West, 57.61 feet; thence, North 43 Degrees, 28 Minutes, 49 Seconds West, 62.72 feet; thence, North 64 Degrees, 49 Minutes, 24 Seconds West, 24.23 feet; thence, North 47 Degrees, 55 Minutes, 41 Seconds West, 39.14 feet; thence, North 80 Degrees, 20 Minutes, 43 Seconds West, 40.88 feet; thence, North 80 Degrees, 07 Minutes, 53 Seconds West, 20.62 feet; thence, North 60 Degrees, 10 Minutes, 20 Seconds West, 19.29 feet; thence, North 74 Degrees, 01 Minutes, 02 Seconds West, 21.79 feet; thence, North 81 Degrees, 28 Minutes, 44 Seconds West, 43.91 feet; thence, North 89 Degrees, 17 Minutes, 05 Seconds West, 170.25 feet; thence, South 70 Degrees, 21 Minutes, 22 Seconds West, 20.37 feet; thence, North 85 Degrees, 59 Minutes, 01 Seconds West, 39.22 feet; thence, North 89 Degrees, 02 Minutes, 53 Seconds West, 44.58 feet; thence, South 85 Degrees, 21 Minutes, 05 Seconds West, 88.17 feet; thence, North 81 Degrees, 22 Minutes, 42 Seconds West, 81.76 feet; thence, North 73 Degrees, 09 Minutes, 05 Seconds West, 40.55 feet; thence, North 84 Degrees, 24 Minutes, 54 Seconds West, 45.73 feet to a set 1/2 inch rebar; thence, leaving said 662 Contour, South 53 Degrees, 04 Minutes, 13 Seconds West, 78.10 feet to a 1/2 inch rebar; thence, North 89 Degrees, 20 Minutes, 05 Seconds West along the Southerly line of a tract of land described by deed in Book 865, Page 402 in said Records of Camden County, 144.85 feet; thence, leaving said Southerly line, North 89 Degrees, 07 Minutes, 56 Seconds West along the Southerly line of a tract of land described by deed in Book 366, Page 647 in said Records of Camden County, 140.39 feet to a 1/2 inch rebar on the Easterly right of way of Jefferies Road; thence, leaving said Southerly line along the following courses: South 9 Degrees, 52 Minutes, 22 Seconds West, 341.59 feet; thence, South 8 Degrees, 10 Minutes, 03 Seconds West, 100.06 feet on the Centerline Lakewood Circle; thence, continuing along said Easterly right of way, South 8 Degrees, 10 Minutes, 03 Seconds West, 251.96 feet; thence, on a curve to the left 177.76 feet, with a radius of 407.78 feet, and a chord direction of South 6 Degrees, 39 Minutes, 26 Seconds East, 176.36 feet, Thence, South 19 Degrees, 51 Minutes, 11 Seconds East, 374.60 feet to a 1/2 inch rebar; thence, North 71 Degrees, 53 Minutes, 00 Seconds East, 10.00 feet to a 1/2 inch rebar; thence, South 27 Degrees, 51 Minutes, 54 Seconds East, 71.35 feet to the POINT OF BEGINNING.

Goodin's Sub-Division:

Tract of land situated in the Northeast Quarter of Section II, Township 39 North, Range 16 West

Lakewood Condominium:

Tract "A" of Goodin's sub-division, a subdivision of record in Camden County, Missouri, filed in the Office of Recorder, in Plat Book 2 at Page 82. Said tract of land further described as being a part of the South half of the Northeast Quarter of Section II, Township 39 North, Range 16 West.

Lakewood Resort Condominium, Phase II:

The Part of Tract "A" of Goodin's Subdivision, a Subdivision of Record in Plat Book 2 at Page 82 in the Office of the Recorded in Camden County, Missouri, said tract of land further described as follows:

From the Southwest Corner of said Tract "A," being also a Point on the Centerline of a Road as Shown on the Recorded Plat, Run Along the Centerline of Road North 07 Degree 55 Minutes East 215.0 Feet to an Intersection with the Centerline of a 25.0 Foot Wide Road to the Right; Thence Along the Centerline of said Road to the Right North 50 Degree 50 Minutes East 145.0 Feet; Thence North 78 Degrees 40 Minutes East 140.0 Feet; Thence South 53 Degrees 40 Minutes East 165.0 Feet; Thence Leaving the Road Centerline South 17 Degree 40 Minutes East 99.62 Feet for the Point of Beginning; Thence

Continue South 17 Degrees 40 Minutes East 62.19 Feet; Thence South 84 Degrees 22 Minutes 02 Seconds West 9.31 Feet; Thence South 77 Degrees 30 Minutes 48 Seconds West 17.22 Feet; Thence South 73 Degrees 25 Minutes 06 Seconds West 14.39 Feet; Thence North 30 Degrees 14 Minutes 19 Seconds West 81.31 Feet; Thence North 87 Degrees 03 Minutes 20 Seconds East 83.16 Feet to the Place of Beginning.

Lakewood Resort Condominium, Phase II, First Addition:

The Part of Tract "A" of Goodin's Subdivision, a Subdivision of Record in Plat Book 2 at Page 82 in the Office of the Recorded in Camden County, Missouri, said tract of land further described as follows:

From the Southwest Corner of said Tract "A," being also a Point on the Centerline of a Road as Shown on the Recorded Plat, Run Along the Centerline of Road North 07 Degree 55 Minutes East 215.0 Feet to an Intersection with the Centerline of a 25.0 Foot Wide Road to the Right; Thence Along the Centerline of said Road to the Right North 50 Degree 50 Minutes East 145.0 Feet; Thence North 78 Degrees 40 Minutes East 140.0 Feet; Thence South 53 Degrees 40 Minutes East 165.0 Feet; Thence Leaving the Road Centerline South 87 Degrees 03 Minutes 20 Seconds West 54.85 Feet; Thence South 10 Degrees 24 Minutes 40 Seconds East (South 10 Degrees 20 Minutes East-Deed) 25.90 Feet; Thence South 39 Degree 34 Minutes 30 Seconds East (South 39 Degrees 30 Minutes East-Deed) 81.75 Feet; Thence North 50 Degrees 31 Minutes 30 Seconds East 11.44 Feet; Thence North 56 Degrees 21 Minutes 50 Seconds East 750 Feet; Thence North 68 Degrees 03 Minutes 16 Seconds East 25.74 Feet; Thence North 30 Degrees 14 Minutes 19 Seconds West 81.31 Feet to the Point of Beginning.

Exhibit C

CITY OF OSAGE BEACH, MISSOURI,
As Lessor,

AND

LAKEPORT VILLAGE, LLC,
As Lessee

LEASE AGREEMENT

Dated as of [*Date*], 2023

Relating to:

\$360,000,000
(Aggregate Maximum Principal Amount)
City of Osage Beach, Missouri
Taxable Industrial Revenue Bonds
(Lakeport Village Project)
Series 2023

Certain rights of the City of Osage Beach, Missouri (the “City”), in this Lease Agreement have been pledged and assigned to UMB Bank, N.A., as Trustee under the Trust Indenture dated as of [*Date*], 2023, between the City and the Trustee.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	
DEFINITIONS	
Section 1.1. Definitions of Words and Terms	2
Section 1.2. Rules of Interpretation	2
Section 1.3. Incorporation.....	2
ARTICLE II	
REPRESENTATIONS	
Section 2.1. Representations by the City	3
Section 2.2. Representations by the Developer	3
ARTICLE III	
GRANTING PROVISIONS	
Section 3.1. Granting of Leasehold Estate.....	4
Section 3.2. Lease Term	4
Section 3.3. Possession and Use of the Project	4
ARTICLE IV	
PURCHASE AND CONSTRUCTION OF THE PROJECT	
Section 4.1. Issuance of the Bonds	5
Section 4.2. Purchase and Construction of the Project.....	5
Section 4.3. Project Costs	6
Section 4.4. Payment for Project Costs	6
Section 4.5. Establishment of Completion Date.....	6
Section 4.6. Surplus in Project Fund	6
Section 4.7. Project Property of the City	6
Section 4.8. Non-Project Improvements, Machinery and Equipment Property of the Developer	7
ARTICLE V	
RENT PROVISIONS	
Section 5.1. Basic Rent.....	7
Section 5.2. Additional Rent.....	7
Section 5.3. Obligations of the Developer Absolute and Unconditional.....	8
Section 5.4. Prepayment of Basic Rent	9

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1.	Maintenance and Repairs.....	9
Section 6.2.	Taxes, Assessments and Other Governmental Charges	9
Section 6.3.	Utilities	10
Section 6.4.	Sales Tax Exemptions.....	10

ARTICLE VII

INSURANCE

Section 7.1.	Title Commitment.....	10
Section 7.2.	Casualty Insurance.....	10
Section 7.3.	Public Liability Insurance.....	11
Section 7.4.	Blanket Insurance Policies.....	11
Section 7.5.	Worker's Compensation	11
Section 7.6.	Sovereign Immunity	11

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1.	Additions, Modifications and Improvements to the Project.....	12
Section 8.2.	Additional Improvements on the Project Site.....	12
Section 8.3.	Permits and Authorizations.....	12
Section 8.4.	Mechanics' Liens.....	12

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1.	Damage or Destruction	13
Section 9.2.	Condemnation.....	15
Section 9.3.	Bondowner Approval.....	16

ARTICLE X

SPECIAL COVENANTS

Section 10.1.	No Warranty of Condition or Suitability by the City; Exculpation and Indemnification ..	16
Section 10.2.	Surrender of Possession	16
Section 10.3.	Right of Access to the Project	16
Section 10.4.	Granting of Easements; Leasehold Mortgages and Financing Arrangements.....	17
Section 10.5.	Indemnification of City and Trustee.....	19
Section 10.6.	Depreciation, Investment Tax Credit and Other Tax Benefits	20
Section 10.7.	Developer to Maintain its Existence.....	20
Section 10.8.	Security Interests	20
Section 10.9.	Environmental Matters, Warranties, Covenants and Indemnities Regarding Environmental Matters	21

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1.	Option to Purchase the Project	22
Section 11.2.	Conveyance of the Project	23
Section 11.3.	Relative Position of Option and Indenture	23
Section 11.4.	Obligation to Purchase the Project	24
Section 11.5.	Right to Set-Off	24

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1.	Events of Default	24
Section 12.2.	Remedies on Default.....	25
Section 12.3.	Survival of Obligations.....	25
Section 12.4.	Performance of the Developer's Obligations by the City.....	25
Section 12.5.	Rights and Remedies Cumulative.....	26
Section 12.6.	Waiver of Breach	26
Section 12.7.	Trustee's Exercise of the City's Remedies	26

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1.	Assignment; Sublease	26
Section 13.2.	Assignment of Revenues by City	27
Section 13.3.	Prohibition Against Leasehold Mortgage of Project	27
Section 13.4.	Restrictions on Sale or Encumbrance of Project by City	27

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1.	Amendments, Changes and Modifications	27
---------------	---	----

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1.	Notices	28
Section 15.2.	City Shall Not Unreasonably Withhold Consents and Approvals.....	29
Section 15.3.	Net Lease	29
Section 15.4.	Limitation on Liability of City	29
Section 15.5.	Governing Law	29
Section 15.6.	Binding Effect.....	29
Section 15.7.	Severability	30
Section 15.8.	Execution in Counterparts	30
Section 15.9.	Electronic Transaction	30
Section 15.10.	City Consent	30

Section 15.11. Subordination of Lease	30
Section 15.12. Anti-Discrimination Against Israel Act.....	30
Section 15.13. Conflict with Fee Deed of Trust and Financing Documents	30
Signatures and Seal.....	31
Exhibit A - Project Site	
Exhibit B - Form of Requisition Certificate	

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of [*Date*], 2023 (this “Lease”), between the **CITY OF OSAGE BEACH, MISSOURI**, a fourth-class city organized and existing under the laws of the State of Missouri (the “City”), as lessor, and **LAKEPORT VILLAGE, LLC**, a limited liability company organized and existing under the laws of the State of Missouri (the “Developer”), as lessee;

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri (collectively, the “Act”) to purchase, construct, extend and improve certain projects (as defined in the Act), to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, office industry, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

2. Pursuant to the Act, the Board of Aldermen passed Ordinance No. 23.____ on May 18, 2023 (the “Ordinance”), authorizing the City to issue its Taxable Industrial Revenue Bonds (Lakeport Village Project), Series 2023, in the maximum principal amount of \$360,000,000 (the “Bonds”), for the purpose of (a) acquiring a leasehold interest in approximately 24 acres of real property located at the northeast corner of Jefferies Road and U.S. Route 54 in the City (as legally described on **Exhibit A**, the “Project Site”) and (b) constructing thereon a family-friendly resort and entertainment district (the “Project Improvements”).

3. Pursuant to the Act and the Ordinance, the City is authorized to (a) enter into a Trust Indenture of even date herewith (the “Indenture”) with UMB Bank, N.A., as trustee (the “Trustee”), for the purpose of issuing and securing the Bonds, as therein provided, (b) enter into a Base Lease of even date herewith (the “Base Lease”) with the Developer under which the City will acquire a leasehold interest in the Project Site and (c) enter into this Lease with the Developer under which the City will, or will cause the Developer to, construct the Project Improvements and will lease the Project Improvements, as they may at any time exist, together with the City’s leasehold interest in the Project Site (collectively, the “Project”) to the Developer in consideration of rental payments by the Developer that will be sufficient to pay the principal of and interest on the Bonds.

4. [*The City and the Developer acknowledge and agree that title to the Project is subject and subordinate to the Fee Deed of Trust (as defined in the Indenture) granted by the Developer to the Lender (as defined in the Indenture), pursuant to various loan documents (the “Loan Documents”) evidencing the loan made by the Lender and secured by the Fee Deed of Trust.*]

5. Pursuant to the foregoing, the City desires to lease the Project to the Developer and the Developer desires to lease the Project from the City, for the rentals and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer do hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease, capitalized words and terms used in this Lease shall have the meanings given to such words and terms in **Section 101** of the Indenture (which definitions are hereby incorporated by reference).

Section 1.2. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context otherwise indicates, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including governmental entities, as well as natural persons.

(c) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Lease shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof.

(f) Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

(g) Whenever the City is required to "cooperate," "cooperate fully" or "act promptly" on a matter set forth in this Lease, the City's cooperation shall be deemed to be reasonable cooperation and the City's promptness shall be deemed to be reasonable promptness; provided, however, the City shall not be required to incur any costs, expenses, obligations or liabilities in providing such reasonable cooperation and promptness.

Section 1.3. Incorporation.

(a) The Recitals hereof are all incorporated into this Lease as if fully and completely set out in this Section.

(b) The Exhibits to this Lease are hereby incorporated into and made a part of this Lease.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is an incorporated political subdivision duly organized and validly existing under the laws of the State of Missouri. Under the provisions of the Act, the City has lawful power and authority to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder. By proper action of its Board of Aldermen, the City has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers.

(b) As of the date of delivery hereof, the City agrees to acquire a leasehold interest in the Project Site pursuant to the Base Lease and to construct or cause the construction of the Project Improvements. The City agrees to lease the Project to the Developer and to sell the Project to the Developer if the Developer exercises its option to purchase the Project or upon termination of this Lease, all for the purpose of furthering the public purposes of the Act.

(c) To the City's knowledge, no member of the Board of Aldermen or any other officer of the City has any significant or conflicting interest, financial, employment or otherwise, in the Developer or in the transactions contemplated hereby.

(d) To finance the costs of the Project, the City proposes to issue the Bonds, which will be scheduled to mature as set forth in **Article II** of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Indenture.

(e) The Bonds are to be issued under and secured by the Indenture, pursuant to which the Project and the net earnings therefrom, consisting of all rents, revenues and receipts to be derived by the City from the leasing or sale of the Project, will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds and amounts owing pursuant to this Lease.

(f) The City will not knowingly take any affirmative action that would permit a lien to be placed on the Project or pledge the revenues derived therefrom for any bonds or other obligations, other than the Bonds, except with the written consent of the Authorized Developer Representative; provided, however, the City's execution of this Lease, the Base Lease, the Indenture and the Redevelopment Agreement shall not be deemed to violate this **Section 2.1(f)**.

(g) The City will not operate the Project as a business or in any other manner except as the lessor thereof.

Section 2.2. Representations by the Developer. The Developer makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri.

(b) The Developer has lawful power and authority to enter into this Lease and to carry out its obligations hereunder, and the Developer has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers and representatives.

(c) The execution and delivery of this Lease, the consummation of the transactions contemplated hereby and the performance of or compliance with the terms and conditions of this Lease by the Developer will not, to the Developer's knowledge, (i) conflict with or result in a breach of any of the terms, conditions or provisions of any mortgage, deed of trust, lease or any other restriction, agreement or instrument to which the Developer is a party or by which it or any of its property is bound, or the Developer's organizational documents, or any order, rule or regulation applicable to the Developer or any of its property of any court or governmental body, or (ii) constitute a default under any of the foregoing, or (iii) result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Developer under the terms of any instrument or agreement to which the Developer is a party.

(d) The Project will comply in all material respects with all applicable building and zoning, health, environmental and safety orders and laws and all other applicable laws, rules and regulations.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate. The City hereby exclusively rents, leases and lets the Project to the Developer, and the Developer hereby rents, leases and hires the Project from the City, subject to the Base Lease and other Permitted Encumbrances existing as of the date of the execution and delivery hereof, for the rentals and upon and subject to the terms and conditions herein contained. The City and the Developer agree and acknowledge that title to the Project is subject to the lien granted to the Lender by the Developer prior to the Developer's conveyance of the Project Site to the City in connection with the Project and no further notice of the Fee Deed of Trust is required for the Lender to have all Lender rights and protections provided herein and in the Indenture.

Section 3.2. Lease Term. This Lease shall become effective upon its execution and delivery. Subject to earlier termination pursuant to the provisions of this Lease, the lease of the Project shall terminate on the Completion Date.

Section 3.3. Possession and Use of the Project.

(a) The City covenants and agrees that as long as neither the City nor the Trustee has exercised any of the remedies set forth in **Section 12.2** following the occurrence and continuance of an Event of Default, as defined in **Section 12.1**, the Developer shall have sole and exclusive possession of the Project (subject to Permitted Encumbrances and the City's and the Trustee's right of access pursuant to **Section 10.3**) and shall and may peaceably and quietly have, hold and enjoy the Project during the Lease Term. The City covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII**, the Indenture, the Base Lease and the Redevelopment Agreement to prevent the Developer from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Developer, cooperate with the Developer to defend the Developer's quiet and peaceable possession and enjoyment of the Project.

(b) Subject to the provisions of this Section, the Developer shall have the exclusive right to use the Project for any lawful purpose contemplated by the Act and consistent with the terms of the Redevelopment Agreement. The Developer shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project, as to the manner of use or the condition of the Project, or that otherwise may be applicable by virtue of the City's interest in the Project. The Developer shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII**. The Developer shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Developer to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Developer may, at its own cost and expense, contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Developer may refrain from complying therewith.

ARTICLE IV

PURCHASE AND CONSTRUCTION OF THE PROJECT

Section 4.1. Issuance of the Bonds. To provide funds for the payment of Project Costs, the City agrees that, upon request of the Developer, it will issue, sell and cause to be delivered the Bonds to the purchaser thereof in accordance with the provisions of the Indenture and the Bond Purchase Agreement.

Section 4.2. Purchase and Construction of the Project. The City and the Developer agree that the Developer, as the agent of the City, shall, but solely from the Project Fund, purchase and construct the Project as follows:

(a) The City will acquire a leasehold interest in the Project Site at the execution hereof. Concurrently with the execution of this Lease, (i) the Base Lease will be executed by the City and the Developer and placed of record, and (ii) the commitment for title insurance or ownership and encumbrance report required by **Article VII** will be delivered to the City and the Trustee.

(b) On behalf of the City, the Developer will purchase and construct the Project Improvements on the Project Site and otherwise improve the Project Site in accordance with the Plans and Specifications. The Developer may revise the Plans and Specifications from time to time as it deems necessary to carry out the Project, but revisions that affect the status of the Project as a "project" under the Act or that would materially alter the accuracy of the description of the Project in the Plan for an Industrial Development Project and Cost-Benefit Analysis distributed under the Act may be made only with the prior written approval of the City. The Developer agrees that the aforesaid construction and improvement will, with such changes and additions as may be made hereunder, result in facilities suitable for use by the Developer for its purposes, and that all real and personal property described in the Plans and Specifications, with such changes and additions as may be made hereunder, is desirable and appropriate in connection with the Project. The provisions of this paragraph are in addition to and do not supersede any of the provisions of **Article VIII**.

(c) The Developer will comply with the provisions of Section 107.170 of the Revised Statutes of Missouri to the extent applicable to the construction of the Project.

(d) The Developer will cause the purchase and construction of the Project to be completed on or before the Completion Date, except as otherwise provided in **Section 4.5**.

(e) The Project Improvements shall be constructed in a good and workmanlike manner and in strict compliance with all applicable laws, orders and ordinances.

Section 4.3. Project Costs. The City hereby agrees to pay for, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of requisition certificates pursuant to **Section 4.4**. The Developer may not submit any requisition certificates for Project Costs incurred after the Completion Date. The Developer must submit all requisition certificates for Project Costs incurred before the Completion Date within three months after the Completion Date. The maximum amount of Project Costs for which requisitions may be submitted is expressly limited to \$360,000,000.

Section 4.4. Payment for Project Costs. The City hereby authorizes and directs the Trustee to make disbursements from the Project Fund and to endorse the Bonds, upon receipt by the Trustee of requisition certificates in substantially the form of **Exhibit B**, signed by the Authorized Developer Representative and approved by the Authorized City Representative. Upon request by the City, the Developer shall provide the City with copies of invoices, bills, lien waivers and other reasonable documentation to support each submitted requisition certificate. The Trustee may rely conclusively on any such requisition certificate and shall not be required to make any independent inspection or investigation in connection therewith. The approval of any requisition certificate by the Authorized Developer Representative and the Authorized City Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payments requested have been completed.

Section 4.5. Establishment of Completion Date. The Completion Date shall be evidenced to the City and the Trustee by a certificate signed by the Authorized Developer Representative stating (a) that the purchase and construction of the Project have been substantially completed in accordance with the Plans and Specifications, (b) the date of completion thereof, and (c) that all costs and expenses of the purchase and construction of the substantial completion of the Project have been incurred. Notwithstanding the foregoing, such certificate shall be deemed given on December 31, 2026 if not actually filed with the City by such date, subject to any delay permitted by **Section ____** of the Redevelopment Agreement (a "Permitted Excuse"). No Permitted Excuse shall be deemed to exist unless the Developer provides written notice to the City, within 30 days after the Developer has actual notice of the claimed event, specifying the Permitted Excuse. In no event shall a Permitted Excuse extend the Completion Date beyond December 31, 2027. The Developer and the City agree to cooperate in causing such certificate to be furnished to the Trustee.

Section 4.6. Surplus in Project Fund. Upon receipt of the certificate described in **Section 4.5** and payment from the Project Fund of the Project Costs described therein, the Trustee shall, as provided in **Section 504** of the Indenture, transfer any remaining moneys then in the Project Fund to the Bond Fund to be applied as directed by the Developer solely (a) to the payment of principal and premium, if any, of the Bonds through the payment (including regularly scheduled principal payments, if any) or redemption thereof at the earliest date permissible under the terms of the Indenture, or (b) at the option of the Developer, to the purchase of Bonds at such earlier date or dates as the Developer may elect. Any amount so deposited in the Bond Fund may be invested as permitted by **Section 702** of the Indenture.

Section 4.7. Project Property of the City. The Project Site and the Project Improvements located thereon at the execution hereof which the Developer desires to lease to the City, all work and materials related to the Project as such work progresses, and all additions or enlargements thereto or thereof, the Project as fully completed, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as repaired, rebuilt, rearranged, restored or replaced by the Developer under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute leasehold property of the City, subject only to Permitted Encumbrances, the Fee Deed of Trust and the Leasehold Mortgage, if any. Upon reasonable request and at the expense of the Developer, the City agrees to cooperate with the Developer regarding the enforcement of any claims the Developer may have against third parties relating to the purchase and construction of the Project.

Section 4.8. Non-Project Improvements, Machinery and Equipment Property of the Developer. Any improvements or items of machinery or equipment which do not constitute a part of the Project and the entire purchase price of which is paid for by the Developer with the Developer's own funds, and no part of the purchase price of which is paid for from funds deposited pursuant to the terms of this Lease in the Project Fund, shall be the property of the Developer and shall not constitute a part of the Project.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Developer covenants and agrees to pay to the Trustee in same day funds for the account of the City during the Lease Term, on or before 11:00 a.m., Trustee's local time, on each Payment Date, as Basic Rent for the Project, an amount which, when added to any collected funds then on deposit in the Bond Fund and available for the payment of principal of the Bonds and the interest thereon on such Payment Date, shall be equal to the amount payable on such Payment Date as principal of the Bonds and the interest thereon as provided in the Indenture. Except as offset pursuant to the right of the Developer set forth below, all payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture. In furtherance of the foregoing, and notwithstanding any other provision in this Lease, the Base Lease, the Indenture, the Bond Purchase Agreement or the Redevelopment Agreement to the contrary, and provided that the Developer is the sole holder of the Bonds, the Developer may set-off the then-current Basic Rent payment against the City's obligation to the Developer as bondholder to pay principal of and interest on the Bonds under the Indenture in lieu of delivery of the Basic Rent on any Payment Date, without providing notice of such set-off to the Trustee. The Trustee may conclusively rely on the absence of any notice from the Developer to the contrary as evidence that such set-off has occurred and that pursuant to the set-off, the City is deemed to have paid its obligation to the Developer as bondholder to pay principal of and interest on the Bonds under the Indenture. On the final Payment Date, the Developer will (a) if the Trustee holds the Bonds, notify the Trustee of the Bonds not previously paid that are to be canceled or (b) if an entity other than the Trustee holds the Bonds, deliver or cause to be delivered to the Trustee for cancellation Bonds not previously paid. The Developer shall receive a credit against the Basic Rent payable by the Developer in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

Section 5.2. Additional Rent. The Developer shall pay as Additional Rent, within 30 days after receiving an itemized invoice therefor, the following amounts:

- (a) all fees, charges and expenses, including agent and counsel fees and expenses, of the City, the Trustee and the Paying Agent incurred under or arising from the Indenture, this Lease, the Base Lease or the Redevelopment Agreement, including, but not limited to, claims by contractors or subcontractors, as and when the same becomes due;
- (b) all costs incident to the issuance of the Bonds (which are to be paid on the Closing Date) and the payment of the principal of and interest on the Bonds as the same becomes due and payable, including all costs and expenses in connection with the call, redemption and payment of all Outstanding Bonds;
- (c) all fees, charges and expenses incurred in connection with the enforcement of any rights under this Lease, the Base Lease, the Indenture or the Redevelopment Agreement by the City, the Trustee or the Owners, including counsel fees and expenses; and
- (d) all other payments of whatever nature which the Developer has agreed in writing to pay or assume under the provisions of this Lease, the Base Lease, the Redevelopment Agreement or the Indenture.

Section 5.3. Obligations of the Developer Absolute and Unconditional.

(a) The obligations of the Developer under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same becomes due and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off (except as described in **Section 5.1**), counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project has been started or completed, or whether the City's interest therein or to any part thereof is defective or nonexistent, and notwithstanding any damage to, or loss, theft or destruction of, the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of the Developer's use thereof, the eviction or constructive eviction of the Developer, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the City's legal organization or status, or any default of the City hereunder, and regardless of the invalidity of any action of the City; provided, however, that nothing in this **Section 5.3** is intended or shall be deemed to affect or impair in any way the rights of the Developer to tender Bonds for redemption in satisfaction of Basic Rent as provided in **Section 5.1** and **Section 5.4**, nor the right of the Developer to repurchase the Project and terminate this Lease as provided in **Article XI**.

(b) Nothing in this Lease shall be construed to release the City from the performance of any agreement on its part herein contained or as a waiver by the Developer of any rights or claims the Developer may have against the City under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Lease that the Developer shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owners and the City. The Developer may, however, at its own cost and expense and in its own name or in the name of the City, prosecute or defend any action or proceeding or take any other

action involving third Persons which the Developer deems reasonably necessary in order to secure or protect its rights of possession, occupancy and use hereunder, and in such event the City hereby agrees, at the Developer's expense, to cooperate fully with the Developer and to take all action necessary to effect the substitution of the Developer for the City in any such action or proceeding if the Developer shall so request.

Section 5.4. Prepayment of Basic Rent.

(a) The Developer may at any time and from time to time prepay all or any part of the Basic Rent provided for hereunder (subject to the limitations of **Section 301(a)** of the Indenture relating to the partial redemption of the Bonds). During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then-remaining unpaid, the Developer shall not be obligated to make payments of Basic Rent under the provisions of this Lease.

(b) At its option, the Developer may deliver to the Trustee for cancellation Bonds owned by the Developer and not previously paid, and the Developer shall receive a credit against amounts payable by the Developer for the redemption of Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon.

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1. Maintenance and Repairs. Throughout the Lease Term the Developer shall, at its own expense, keep the Project in reasonably safe operating condition and keep the Project in good repair, reasonable wear, tear, depreciation and obsolescence excepted, making from time to time all repairs thereto and renewals and replacements thereof it determines to be necessary. Without limiting the generality of the foregoing, the Developer shall at all times remain in compliance with all provisions of the City's code relating to maintenance and appearance that are applicable to the Project.

Section 6.2. Taxes, Assessments and Other Governmental Charges.

(a) Subject to subsection (b) of this Section, the Developer shall promptly pay and discharge, as the same becomes due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, or any part thereof or interest therein (including the leasehold estate of the Developer therein) or any buildings, improvements, machinery and equipment at any time installed on the Project Site by the Developer, or the income therefrom, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Bonds or encumber the City's interest in the Project; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed which may be paid in installments, the Developer shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Developer may contest the validity or amount of any tax, assessment or other

governmental charge which the Developer is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the tax, assessment or other governmental charge complained of becomes delinquent if and provided the Developer, (i) before instituting any such contest, gives the City written notice of its intention to do so, (ii) diligently prosecutes any such contest, (iii) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, (iv) promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and (v) thereafter promptly procures record release or satisfaction thereof. The City agrees to cooperate fully with the Developer in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Developer shall save and hold harmless the City from any costs and expenses the City may incur related to any of the above.

(c) Nothing in this Lease shall be construed to require the Developer to make duplicate tax payments. The Developer shall receive a credit against the payments to be made by the Developer under the Redevelopment Agreement to the extent that any ad valorem taxes imposed with respect to the Project are paid pursuant to this Section.

Section 6.3. Utilities. All utilities and utility services used by the Developer in, on or about the Project shall be paid by the Developer and shall be contracted by the Developer in the Developer's own name, and the Developer shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Section 6.4. Sales Tax Exemptions. Upon the execution and delivery of this Lease, the City will provide a project exemption certificate to the Developer or its designee for the purpose of exempting the purchase of construction materials for the Project Improvements from sales and use taxes to the extent provided by law.

ARTICLE VII

INSURANCE

Section 7.1. Title Commitment. Before leasing any real property to the City, the Developer will purchase, from a title insurance company reasonably acceptable to the City, a commitment for title insurance or provide such other report in a form reasonably acceptable to the City showing the ownership of and encumbrances on the Project Site. Copies of such report shall be provided to the City and the Trustee.

Section 7.2. Casualty Insurance.

(a) Prior to commencement of construction of the Project Improvements, the Developer shall at its sole cost and expense obtain (or cause to be obtained) a policy or policies of insurance (including, if appropriate, builder's risk insurance) to keep the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions). The insurance required pursuant to this Section shall be maintained from commencement of construction through the Lease Term with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers with an A.M. Best rating of not less than "A-" or the equivalent thereof as may be selected by the Developer. The Developer shall deliver (or cause to be

delivered) certificates of insurance for such policies to the City and the Trustee no later than 30 days after commencement of construction of the Project Improvements and promptly after renewal of each insurance policy. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the City and the Developer as insureds, as their respective interests may appear, shall name the Trustee as loss payee (subject to the rights of the Lender under the Fee Deed of Trust and related Loan Documents) and shall contain a provision that such insurance may not be canceled by the issuer thereof without at least 10 days' advance written notice to the City, the Developer and the Trustee.

(b) In the event of loss of or damage to the Project, the Net Proceeds of casualty insurance carried pursuant to this Section shall be (i) paid over to the Trustee and applied as provided in **Article IX**, or (ii) applied as directed by, or on behalf of, the Owners of 100% in principal amount of the Bonds Outstanding, subject to the rights of the Lender under the Loan Documents and any Financing Party under any Financing Document.

Section 7.3. Public Liability Insurance.

(a) The Developer shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term commercial general liability insurance (including but not limited to coverage for operations, contingent liability, operations of subcontractors, completed operations and contractual liability), under which the City, the Developer and the Trustee shall be named as additional insureds, properly protecting and indemnifying the City and the Trustee, in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri (subject to reasonable loss deductible clauses not to exceed the amounts normally or generally carried by the Developer). The policies of said insurance shall contain a provision that such insurance may not be canceled by the issuer thereof without at least 10 days' advance written notice to the City, the Developer and the Trustee. Certificates of such policies shall be furnished to the Trustee on the date of execution of this Lease and not less than 30 days before the expiration date of each insurance policy.

(b) In the event of a general liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid, subject to the rights of the Lender under the Fee Deed of Trust and related Loan Documents.

Section 7.4. Blanket Insurance Policies. The Developer may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with.

Section 7.5. Worker's Compensation. The Developer agrees throughout the Lease Term to maintain or cause to be maintained the worker's compensation coverage required by the laws of the State of Missouri.

Section 7.6. Sovereign Immunity. Notwithstanding anything to the contrary contained herein, nothing in this Lease shall be construed to broaden the liability of the City beyond the provisions of Sections 537.600 to 537.610 of the Revised Statutes of Missouri or abolish or waive any defense at law that might otherwise be available to the City or its officers, agents and employees.

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements to the Project. The Developer may make such additions, modifications and improvements in and to any part of the Project as the Developer from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Developer pursuant to this Section shall (a) be made in a good and workmanlike manner and in compliance with all material laws, orders and ordinances applicable thereto, and (b) when commenced, be prosecuted to completion with due diligence.

Section 8.2. Additional Improvements on the Project Site. The Developer may, at its sole cost and expense, construct on portions of the Project Site not theretofore occupied by buildings or improvements such additional buildings and improvements as the Developer from time to time may deem necessary or desirable for its business purposes. All additional buildings and improvements constructed on the Project Site by the Developer, and not paid for with Bond proceeds, pursuant to the authority of this Section shall not be included in the Project and, during the life of this Lease, shall remain the property of the Developer and may be added to, altered or razed and removed by the Developer at any time. All additional buildings and improvements shall be made in a good and workmanlike manner and in compliance with all material laws, orders and ordinances applicable thereto and when commenced shall be prosecuted to completion with due diligence. The Developer covenants and agrees (a) to make any repairs and restorations required to be made to the Project because of the construction of, addition to, alteration or removal of said additional buildings or improvements, and (b) to promptly and with due diligence either raze and remove or repair, replace or restore any of said additional buildings and improvements as may from time to time be damaged by fire or other casualty.

Section 8.3. Permits and Authorizations. The Developer shall not do or permit others under its control to do any work on the Project or any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. The City agrees to act promptly on all requests for such municipal permits and authorizations. All such work shall be done in a good and workmanlike manner and in compliance with all applicable material building and zoning laws and governmental regulations and requirements, and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of **Article VII**.

Section 8.4. Mechanics' Liens.

(a) The Developer will not directly or indirectly create, incur, assume or suffer to exist any mechanics' or other similar lien on or with respect to the Project, except Permitted Encumbrances (including without limitation the Fee Deed of Trust and related Loan Documents and any other Financing Document), and the Developer shall promptly notify the City of the imposition of any such lien of which the Developer is aware and shall promptly, at its own expense, take such action as may be necessary to fully discharge or release any such lien. Whenever and as often as any mechanics' or other similar lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project, the Developer shall discharge the same of record. Notice is hereby given that the City shall not be liable for any labor, services or materials furnished to the Developer or anyone claiming by, through or under the Developer upon credit, and that no mechanics' or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the City in and to the Project or any part thereof.

(b) Notwithstanding **Section 8.4(a)**, the Developer may contest any such mechanics' or other similar lien if the Developer (i) within 60 days after the Developer becomes aware of any such lien notifies the City and the Trustee in writing of its intention so to do, (ii) diligently prosecutes such contest, (iii) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (iv) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and (v) thereafter promptly procures record release or satisfaction thereof. The Developer may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Developer is notified by the City that, in the opinion of counsel, by nonpayment of any such items, the interest of the City in the Project will be subject to loss or forfeiture. In that event, the Developer shall promptly, at its own expense, take such action as may be reasonably necessary to duly discharge or remove any such lien if the same shall arise at any time. The Developer shall save and hold harmless the City from any loss, costs or expenses the City may incur related to any such contest. The Developer shall reimburse the City for any expense incurred by it in connection with the imposition of any such lien or in order to discharge or remove any such lien. The City shall cooperate fully with the Developer in any such contest.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project is damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Developer, as promptly as practicable, subject to any delay to the extent caused by such fire or other casualty, shall either (subject to the rights of the Lender under the Fee Deed of Trust and related Loan Documents in each instance): (i) make the determination described in **Section 9.1(f)**, or (ii) repair, restore, replace or rebuild the same so that upon completion of such repairs, restoration, replacement or rebuilding the Project is of a value not less than the value thereof immediately before the occurrence of such damage or destruction or, at the Developer's option, construct upon the Project Site new buildings and improvements, together with all new machinery, equipment and fixtures that are either to be attached to or are to be used in connection with the operation or maintenance thereof, provided that (A) the value thereof shall not be less than the value of such destroyed or damaged Project immediately before the occurrence of such damage or destruction and (B) the nature of such new buildings, improvements, machinery, equipment and fixtures will not impair the character of the Project as a "project" permitted by the Act.

If the Developer elects to construct any such new buildings and improvements, then for all purposes of this Lease, any reference to the words "Project Improvements" shall be deemed to also include any such new buildings and improvements and all additions thereto and all replacements and alterations thereof.

Unless the Developer makes the determination described in **Section 9.1(f)**, the Net Proceeds of casualty insurance required by **Article VII** received with respect to such damage to or loss of the Project shall be used to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof, subject to the rights of the Lender under the Fee Deed of Trust and related Loan Documents or any Financing Party under any Financing Document. Subject to the provisions of the Fee Deed of Trust and related Loan Documents or any Financing Document, insurance monies in an amount less than \$100,000 may be paid to or retained by the Developer to be held in trust and used as provided herein. Subject to the provisions of the Fee Deed of Trust and related Loan Documents or any Financing Document, insurance

monies in an amount of \$100,000 or more shall be (i) paid to the Trustee, deposited in the Project Fund and disbursed as provided in **Section 4.4** to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof, or (ii) applied as directed by, or on behalf of, the Owners of 100% in principal amount of the Bonds Outstanding, subject to the rights of the Lender or any Financing Party. If the Developer makes the determination described in **Section 9.1(f)**, the Net Proceeds shall be deposited with the Trustee and used to redeem Bonds as provided in **Section 9.1(f)**, subject to the rights of the Lender under the Fee Deed of Trust and related Loan Documents.

(b) If any of the insurance monies paid by the insurance company as hereinabove provided remain after the completion of such repairs, restoration, replacement or rebuilding, and this Lease has not been terminated, the excess shall be deposited in the Bond Fund, subject to the rights of the Lender under the Fee Deed of Trust and related Loan Documents, any leasehold mortgagee or any other Financing Party. Completion of such repairs, restoration, replacement or rebuilding shall be evidenced by a certificate of completion provided to the City and the Trustee. If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Developer shall pay the deficiency.

(c) Except as otherwise provided in this Lease, in the event of any such damage by fire or any other casualty, the provisions of this Lease shall be unaffected and the Developer shall remain and continue to be liable for the payment of all Basic Rent and Additional Rent and all other charges required hereunder to be paid by the Developer, as though no damage by fire or any other casualty has occurred.

(d) The Developer will prosecute or defend any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any loss or damage.

(e) The Developer agrees to give prompt written notice to the City, the Trustee and the Lender of all fires and any other casualties occurring in, on, at or about the Project Site.

(f) If the Developer determines that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, or if the Developer does not have the right under the Fee Deed of Trust, any Leasehold Mortgage or any other Financing Document to use any Net Proceeds for repair or restoration of the Project, any Net Proceeds of casualty insurance required by **Article VII** received with respect to such damage or loss shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due, all subject to the rights of the Lender under the Fee Deed of Trust and related Loan Documents, any mortgagee under the Leasehold Mortgage (if any) and any Financing Party under the Financing Documents (if any). The Developer agrees to be reasonable in exercising its judgment pursuant to this subsection. Alternatively, if the Developer is the sole owner of the Bonds and it has determined that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the casualty insurance and retain such proceeds for its own account.

(g) The Developer shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed or is being repaired, rebuilt, restored or replaced, nor by reason of the payment of the costs of such repairing, rebuilding, restoring or replacing, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Developer under this Lease or of any other obligations of the Developer under this Lease except as expressly provided in this Section.

(h) The rights of the City and the Trustee in and to any Net Proceeds are and will at all times be subject to the rights of the Lender with respect to such Net Proceeds.

(i) Nothing herein shall be deemed to authorize the Developer to allow an unsafe, dangerous, unhealthy or injurious condition to exist on the Project or any portion thereof, in violation of any applicable laws, codes and ordinances due to a fire or other casualty.

Section 9.2. Condemnation.

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project is condemned by or sold under threat of condemnation to any authority possessing the power of eminent domain, to such extent that the claim or loss resulting from such condemnation is greater than \$100,000, the Developer shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation or the date of sale under threat of condemnation, notify the City, the Trustee, the Lender under the Loan Documents, any mortgagee under the Leasehold Mortgage (if any) and each Financing Party under the Financing Documents (if any) in writing as to the nature and extent of such condemnation or loss of title and whether it is practicable and desirable to acquire or construct substitute improvements.

(b) If the Developer determines that such substitution is practicable and desirable, the Developer shall proceed promptly with and complete with reasonable dispatch the acquisition or construction of such substitute improvements, so as to place the Project in substantially the same condition as existed before the exercise of the power of eminent domain, including the acquisition or construction of other improvements suitable for the Developer's operations at the Project (which improvements will be deemed a part of the Project and available for use and occupancy by the Developer without the payment of any rent other than herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby); provided, that such improvements will be acquired by the City subject to no liens, security interests or encumbrances before the lien and/or security interest afforded by the Indenture and this Lease other than Permitted Encumbrances (including, without limitation, any liens held by the Lender in and to the substitute Project). In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings, or of the sale proceeds, shall be applied in the same manner as provided in **Section 9.1** (with respect to the receipt of casualty insurance proceeds).

(c) If the Developer determines that it is not practicable or desirable to acquire or construct substitute improvements, or if the Developer does not have the right under the Fee Deed of Trust and related Loan Documents to use any Net Proceeds of condemnation awards received by the Developer, then any Net Proceeds of condemnation awards received by the Developer shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due and payable, all subject to the rights of the Lender under the Fee Deed of Trust and related Loan Documents, any mortgagee under the Leasehold Mortgage (if any) and any Financing Party under the Financing Documents (if any).

(d) The Developer shall not, by reason of its inability to use all or any part of the Project during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Developer under this Lease or of any other obligations hereunder except as expressly provided in this Section.

(e) The City shall cooperate fully with the Developer in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof, and shall, to the extent it may lawfully do so, permit the Developer to litigate in any such proceeding in the name and on behalf of the City. In no event will the City voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Developer and the Lender.

Section 9.3. Bondowner Approval. Notwithstanding anything to the contrary contained in this **Article IX**, subject to the rights of the Lender, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) may before the application thereof by the City or the Trustee be applied as directed by the Owners or pledgees of 100% of the principal amount of Bonds Outstanding, subject and subordinate to (a) the terms and conditions of the Fee Deed of Trust, (b) the rights of the City and the Trustee to be paid all their expenses (including attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds and (c) the rights of the City to any amounts then due and payable under the Redevelopment Agreement.

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification. The City makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Developer's purposes or needs. The Developer releases the City and the Trustee from, agrees that the City and the Trustee shall not be liable for and agrees to hold the City and the Trustee harmless against, any loss of or damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Project or the Developer's use thereof, unless such loss is the result of the City's or the Trustee's negligence or willful misconduct. This provision shall survive termination of this Lease.

Section 10.2. Surrender of Possession. Upon accrual of the City's right of re-entry to the extent provided in **Section 12.2(b)**, the Developer shall peacefully surrender possession of the Project to the City in good condition and repair; provided, however, the Developer may within 90 days (or such later date as the City may agree to) after the termination of this Lease remove from the Project Site any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Developer and not constituting part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Developer, and during said 90-day (or extended) period the Developer shall bear the sole responsibility for and bear the sole risk of loss of said buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Developer and not constituting part of the Project. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Developer which are not so removed from the Project Site before the expiration of said period shall be the separate and absolute property of the City. Notwithstanding the foregoing, if the Developer has paid all obligations due and owing under the Indenture (or such obligations have been canceled), this Lease and the Redevelopment Agreement, the City shall convey the Project in accordance with **Section 11.2**.

Section 10.3. Right of Access to the Project. The City may conduct such periodic inspections of the Project as may be generally provided in the City's municipal code. In addition, the Developer agrees that the City and the Trustee and their duly authorized agents may, at reasonable times during

normal business hours and, except in the event of emergencies, upon not less than two Business Days' prior notice, subject to the Developer's usual business, proprietary, safety, confidentiality and security requirements, enter upon the Project Site (a) to examine and inspect the Project without interference or prejudice to the Developer's operations, (b) to monitor the acquisition, construction and installation of the Project pursuant to **Section 4.2** as may be reasonably necessary, (c) to examine all files, records, books and other materials in the Developer's possession pertaining to the acquisition, installation or maintenance of the Project, or (d) upon either (i) the occurrence and continuance of an Event of Default or (ii) the Developer's failure to purchase the Project at the end of the Lease Term, to exhibit the Project to prospective purchasers, lessees or trustees.

Section 10.4. Granting of Easements; Leasehold Mortgages and Financing Arrangements.

(a) Subject to **Sections 10.4(c)** and **(d)**, if no Event of Default under this Lease has happened and is continuing, the City agrees that it will execute and deliver and will cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant, release or terminate any sublease, easement, license, right-of-way or other right or privilege or any similar agreement or other arrangement, upon receipt by the City and the Trustee of: (i) a copy of the instrument of grant, release or termination or of the agreement or other arrangement, (ii) a written application signed by the Authorized Developer Representative requesting such instrument, and (iii) a certificate executed by the Authorized Developer Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Developer, will not impair the effective use or interfere with the efficient and economical operation of the Project, will not materially adversely affect the security intended to be given by or under the Indenture or the Redevelopment Agreement, will be a Permitted Encumbrance, and that the Developer will defend, indemnify and save and hold harmless the City from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising from the execution and delivery of such instrument, agreement or other arrangement pursuant to this Section. If no Event of Default has happened and is continuing beyond any applicable grace period, any payments or other consideration received by the Developer for any such grant or with respect to or under any similar agreement or other arrangement shall be and remain the property of the Developer; but, subject to **Sections 10.4(c)** and **(d)**, upon (A) termination of this Lease for any reason other than the redemption of the Bonds and/or the purchase of the Project by the Developer or (B) the occurrence and continuance of an Event of Default by the Developer, all rights then existing of the Developer with respect to or under such grant, agreement or other arrangement shall inure to the benefit of and be exercisable by the City and the Trustee, subject to the rights of the Lender pursuant to the Fee Deed of Trust and related Loan Documents.

(b) Subject to the Fee Deed of Trust, and only with the express, prior written consent of the Lender, the Developer may mortgage or grant a deed of trust against the leasehold estate created by this Lease, with prior notice to but without the consent of the City, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such mortgage, and the note or other obligation secured thereby, is delivered to the City within 30 days after the execution thereof. The sale of the Developer's leasehold estate at a foreclosure sale or trustee's sale under the Leasehold Mortgage or any assignment in lieu thereof shall not require the consent of the City, if (i) written notice of the proposed sale or assignment is provided to the City at least 15 days prior thereto, and (ii) before such sale or assignment, all payments then owing to the City under the Redevelopment Agreement are paid.

(c) The City acknowledges and agrees that the Developer may finance and refinance its rights and interests in the Project, this Lease and the leasehold estate created hereby and, in connection therewith and subject to the terms of the Loan Documents, the Developer may execute Financing Documents with one or more Financing Parties. Notwithstanding anything contained to the contrary in

this Lease, the Developer may, at any time and from time to time, with prior notice to but without the consent of the City, (i) execute one or more Financing Documents upon the terms contained in this **Section 10.4** and (ii) sublease or assign this Lease, the leasehold estate, any sublease and rights in connection therewith, and/or grant liens or security interests therein, to any Financing Party. Any further sublease or assignment by any Financing Party shall be subject to the provisions of **Section 13.1(c)**.

(d) As long as the Fee Deed of Trust remains outstanding or upon notice by the Developer to the City in writing that the Developer has executed one or more Financing Documents under which it has granted rights in this Lease to the Lender and/or any other Financing Party, which includes the name and address of the Lender and/or such Financing Party, then the following provisions shall apply in respect of the Lender and/or the Financing Party:

(i) there shall be no merger of this Lease or of the leasehold estate created hereby with fee title to the Project, notwithstanding that this Lease or said leasehold estate and said fee title shall be owned by the same Person or Persons, without the prior written consent of the Lender and each other Financing Party;

(ii) the City shall serve upon the Lender and each other Financing Party (at the address, if any, provided to the City) a copy of each notice of the occurrence of an Event of Default and each notice of termination given to the Developer under this Lease, at the same time as such notice is served upon the Developer. No such notice to the Developer shall be effective unless a copy thereof is thus served upon the Lender and each other Financing Party;

(iii) the Lender and each other Financing Party shall have the same period of time which the Developer has, after the service of any required notice upon it, plus 30 days, within which to remedy or cause to be remedied any payment default under this Lease which is the basis of the notice, and the City shall accept performance by the Lender or any other Financing Party as timely performance by the Developer;

(iv) the City may exercise any of its rights or remedies with respect to any Event of Default by the Developer, subject to the rights of the Lender and each other Financing Party under the Fee Deed of Trust, any other Financing Document and this **Section 10.4(d)** as to such Event of Default. Without limiting the generality of the foregoing, the holder of the Fee Deed of Trust may cause the sale of the fee simple interest or the leasehold interest of the Developer to be sold at foreclosure sale conducted in accordance with applicable law and the terms of the Fee Deed of Trust, accept assignment of this Lease in lieu of foreclosure and appoint a receiver for the Project, all without obtaining the prior written consent of the City but subject to the provisions of **Section 10.4(b)**;

(v) upon the occurrence and continuance of an Event of Default by the Developer under this Lease, other than a default in the payment of money, the City shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving notice thereof to the Lender and each other Financing Party and permitting the Lender and each other Financing Party (or their respective designees, nominees, assignees or transferees) a reasonable time within which to remedy such default in the case of an Event of Default which is susceptible of being cured (provided that the period to remedy such Event of Default shall continue beyond any period set forth in this Lease to effect said cure so long as the Lender or any other Financing Party (or its respective designee, nominee, assignee or transferee) is diligently prosecuting such cure); provided that the Lender or the Financing Party (or its respective designee, nominee, assignee or transferee) shall pay or cause to be paid to the City and the Trustee all expenses,

including reasonable counsel fees, court costs and disbursements incurred by the City or the Trustee in connection with any such default;

(vi) the Lender and each other Financing Party (and their respective designees, nominees, assignees or transferees) may enter, possess and use the Project at such reasonable times and manner as are necessary or desirable to effectuate the remedies and enforce their rights under their respective Financing Documents;

(vii) except for terminations of this Lease expressly authorized herein, this Lease may not be modified, amended, canceled or surrendered by agreement between the City and the Developer, without the prior written consent of the Lender and each other Financing Party; and

(viii) the Lender and each other Financing Party may, upon an event of default under any of their respective Loan Documents and/or Financing Documents, on behalf of the Developer and without the consent of the Developer, but only after having first caused the redemption of the Bonds, exercise the right to purchase the Project pursuant to **Section 11.1**, upon compliance with the provisions of that Section. The Developer agrees that the City will have no liability for taking direction from the Lender or any other Financing Party in connection with a conveyance of the Project back to the Developer pursuant to **Article XI**.

(e) In connection with the execution of one or more Financing Documents, upon the request of the Developer, the City agrees to execute such documents as shall be reasonably requested by the Lender or any other Financing Party and which are usual and customary in connection with the closing of the financing or refinancing pursuant to the Financing Documents, including, without limitation, subordination of the City's leasehold interest in the Project to any new fee deed of trust or any modification of the existing Fee Deed of Trust. Moreover, to facilitate the recordation of a new fee deed of trust or a modification of the existing Fee Deed of Trust, the City agrees to subordinate its leasehold interest in the Project to the Financing Documents. The Developer agrees to reimburse the City for any and all costs and expenses incurred by the City pursuant to this Section, including reasonable attorneys' fees and expenses, in complying with such request.

(f) The Developer's obligations under any mortgage or Financing Document relating to the Project entered into after the date of execution of this Lease (except for any Loan Documents or other Financing Documents related to the Project that the Developer and the Lender hereafter execute), the execution of which shall be expressly subject to the prior written consent of the Lender in accordance with the Fee Deed of Trust, shall be subordinate to the Developer's obligations under this Lease.

(g) Notwithstanding the foregoing, the City may agree to other provisions and documents requested by the Developer, the Lender or any other Financing Party not contemplated by this **Section 10.4**, subject to approval by the Board of Aldermen.

Section 10.5. Indemnification of City and Trustee. The Developer shall indemnify and save and hold harmless the City and the Trustee and their governing body members, officers, agents and employees from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any Person, firm or corporation arising from the issuance of the Bonds and the execution of the Redevelopment Agreement, this Lease (or any instrument requested by the Developer pursuant to **Section 10.4**) or the Indenture and from the conduct or management of, or from any work or thing done in or on the Project during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the Lease Term

from (a) any condition of the Project, (b) any breach or default on the part of the Developer in the performance of any of its obligations under the Redevelopment Agreement, this Lease, the Base Lease or any related document, (c) any contract entered into in connection with the acquisition, purchase, construction, extension, installation or improvement of the Project, (d) any act of negligence of the Developer or of any of its agents, contractors, servants, employees or licensees, (e) unless the Developer has been released from liability pursuant to **Section 13.1(c)**, any act of negligence of any assignee or sublessee of the Developer, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Developer, (f) obtaining any applicable state and local sales and use tax exemptions for materials or goods that become part of the Project, and (g) any violation of Section 107.170 of the Revised Statutes of Missouri; provided, however, the indemnification contained in **Sections 10.5(a)-(e)** shall not extend (i) to the City to the extent that such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are (A) the result of work being performed at the Project by employees of the City, or (B) the result of negligence or willful misconduct by the City or its employees, agents or contractors, or (ii) to the Trustee to the extent that such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of negligence or willful misconduct by the Trustee. Upon written notice from the City or the Trustee of any such claim or demand, the Developer shall defend them or either of them in any such action or proceeding; provided, that the City shall cooperate with the Developer and provide reasonable assistance in such defense. All costs related to the defense of the City or the Trustee pursuant to this **Section 10.5** shall be paid by the Developer. This **Section 10.5** shall survive any termination of the Redevelopment Agreement and this Lease or the satisfaction and discharge of the Indenture.

Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits. This Lease is intended to convey to the Developer all of the benefits and burdens of ownership and to cause the Developer to be treated as the owner of the Project for federal income tax purposes. The Trustee, the Developer and the City agree to treat this Lease in a manner consistent with such treatment. The Developer alone shall be entitled to all of the federal income tax attributes of ownership of the Project, including without limitation the right to claim depreciation, amortization deductions, investment tax credits or any other tax benefits. The City agrees that any depreciation, amortization deductions, investment tax credits or any other tax benefits with respect to the Project or any part thereof shall be made available to the Developer, and the City will fully cooperate with the Developer in any effort by the Developer to avail itself of any such depreciation, amortization deductions, investment tax credits or other tax benefits.

Section 10.7. Developer to Maintain its Existence. The Developer agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its corporate existence in good standing, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Developer may, without violating the agreement contained in this Section, consolidate with or merge into another Person or permit one or more other Persons to consolidate with or merge into it, or sell or otherwise transfer to another Person all or substantially all of its assets as an entirety and thereafter dissolve or convert into a different type of legal entity, if the surviving, resulting or transferee Person expressly assumes in writing all of the obligations of the Developer contained in this Lease. This Section does not limit the Developer's transfer rights under **Section 13.1**.

Section 10.8. Security Interests. The City and the Developer hereby authorize the Trustee to file all appropriate financing and continuation statements as may be required under the Uniform Commercial Code in order to fully preserve and protect the security of the Owners and the rights of the Trustee under the Indenture. Upon the written instructions of the Owners or pledgees of 100% of the

Bonds then-Outstanding, the Trustee shall file all instruments the Owners deem necessary to be filed and shall continue or cause to be continued such instruments for so long as the Bonds are Outstanding. Notwithstanding the foregoing, the Trustee shall not be obligated to file any original instrument unless such instrument has been prepared by an attorney acceptable to the Trustee (any attorneys' fees incurred in connection therewith shall be paid by the Developer), and the Trustee shall not be responsible for the accuracy or sufficiency of any such original instrument. The City and the Developer shall cooperate with the Trustee in this regard by providing such information as the Trustee may require to file or to renew such statements. Any such security interests in favor of the Developer shall be subject, subordinate and inferior to the security interests held by the Lender in and to the Project.

Section 10.9. Environmental Matters, Warranties, Covenants and Indemnities Regarding Environmental Matters.

(a) As used in this Section, the following terms have the following meanings:

"Environmental Laws" means any now-existing or hereafter enacted or promulgated federal, state, local, or other law, statute, ordinance, order, rule, regulation or court order pertaining to (i) environmental protection, regulation, contamination or clean-up, (ii) toxic waste, (iii) underground storage tanks, (iv) asbestos or asbestos-containing materials, or (v) the handling, treatment, storage, use or disposal of Hazardous Substances, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act and the Resource Conservation and Recovery Act, all as amended from time to time.

"Hazardous Substances" means all (i) "hazardous substances" (as defined in 42 U.S.C. §9601(14)), (ii) "chemicals" subject to regulation under Title III of the Superfund Amendments and Reauthorization Act of 1986, as amended from time to time, (iii) natural gas liquids, liquefied natural gas or synthetic gas, (iv) any petroleum, petroleum-based products or crude oil, or (v) any other hazardous or toxic substances, wastes or materials, pollutants, contaminants or any other substances or materials which are included under or regulated by any Environmental Law.

(b) The Developer warrants and represents to the City and the Trustee that to the knowledge of the Developer there are no conditions on the Project Site which materially violate any applicable Environmental Laws and no claims or demands have been asserted or made in writing by any third parties arising out of, relating to or in connection with any Hazardous Substances on, or allegedly on, the Project Site for any injuries suffered or incurred, or allegedly suffered or incurred, by reason of the foregoing.

(c) The Developer will provide the City and the Trustee with copies of any notifications of releases of Hazardous Substances or of any environmental hazards or potential hazards in material violation of Environmental Laws which are given by or on behalf of the Developer to any federal, state or local or other agencies or authorities or which are received by the Developer from any federal, state or local or other agencies or authorities with respect to the Project. Such copies shall be sent to the City and the Trustee concurrently with their being mailed or delivered to the governmental agencies or authorities or within 10 days after they are received by the Developer. The Developer will provide to the City for review only, any environmental assessments ("Assessments") and reports regarding the correction or remediation of material environmental issues required by Environmental Laws to be addressed in the Assessments ("Reports") concerning the Project; upon the completion of the City's review of the Assessments and the Reports, the City shall immediately return to the Developer all originals and copies of the Assessments and Reports.

(d) The Developer warrants and represents that the Developer has provided the City and the Trustee with copies of all emergency and hazardous chemical inventory forms (hereinafter “Environmental Notices”) showing Hazardous Substances on the Project Site given within two years preceding the date hereof, as of the date hereof, by the Developer to any federal, state or local governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. §11001 *et seq.*, or any other applicable Environmental Laws. The Developer will provide the City and the Trustee with copies of all Environmental Notices concerning Hazardous Substances on the Project Site subsequently sent to any such governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986 or any other applicable Environmental Laws. Such copies of subsequent Environmental Notices shall be sent to the City and the Trustee concurrently with their being mailed to any such governmental authority or agency.

(e) The Developer will comply with and operate and at all times use, keep and maintain the Project and every part thereof (whether or not such property constitutes a facility, as defined in 42 U.S.C. § 9601 *et seq.*) in material conformance with all applicable Environmental Laws. Without limiting the generality of the foregoing, the Developer will not use, generate, treat, store, dispose of or otherwise introduce any Hazardous Substance into or on the Project or any part thereof nor cause, suffer, allow or permit anyone else to do so except in material compliance with all applicable Environmental Laws.

(f) The Developer agrees to indemnify, protect and hold harmless the City and the Trustee and their directors, officers, shareholders, officials or employees from and against any and all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys’ fees, arising from (i) any release (as defined in 42 U.S.C. § 9601 (22)), actual or alleged, of any Hazardous Substances, upon the Project Site or respecting any products or materials previously, now or hereafter located upon the Project Site, regardless of whether such release or alleged release has occurred before the date hereof or hereafter occurs and regardless of whether such release or alleged release occurs as a result of any act, omission, negligence or misconduct of the Developer or any third party or otherwise (except, with respect to the City, to the extent such release occurs as a result of any negligence or willful misconduct of the City), (ii) any violation now existing or hereafter arising (actual or alleged) of, or any other liability under or in connection with, any applicable Environmental Laws (A) relating to or affecting the Project Site, or (B) relating to any products or materials previously, now or hereafter located upon the Project Site, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen before the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or alleged violation or other liability occurs or arises as the result of any act, omission, negligence or misconduct of the Developer or any third party or otherwise (except, with respect to the City, to the extent such violation occurs as a result of any negligence or willful misconduct of the City), (iii) any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any Hazardous Substances on or allegedly on the Project Site, or (iv) any material breach, falsity or failure of any of the representations, warranties, covenants and agreements contained in this Section; provided, however, that the Developer’s obligations under this **Section 10.9(f)** shall not apply to the extent such claims, demands, costs, liabilities, damages or expenses, including attorneys’ fees, are the result of (1) work being performed at the Project by employees, agents or contractors of the City or (2) negligence or willful misconduct by the City or its employees, agents or contractors, or the Trustee. The City shall cooperate with the Developer in the defense of any matters included within the foregoing indemnity without any obligation to expend money. This **Section 10.9(f)** shall survive any termination of this Lease.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project. The Developer shall have, and is hereby granted, the option to purchase all or any portion of the City's interest in the Project, at any time, upon payment in full or redemption of the Outstanding Bonds to be redeemed or provision for their payment or redemption having been made pursuant to **Article XIII** of the Indenture. To exercise such option, the Developer shall give written notice to the City and to the Trustee, and shall specify therein the date of closing of such purchase, which date shall be not less than 15 nor more than 90 days from the date such notice is mailed, and, in case of a redemption of the Bonds in accordance with the provisions of the Indenture, the Developer shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Notwithstanding the foregoing, if the City or the Trustee provides notice of its intent to exercise its remedies hereunder upon an Event of Default (a "Remedies Notice"), the Developer shall be deemed to have exercised its repurchase option under this Section on the 29th day following the issuance of the Remedies Notice without any further action by the Developer; provided said Remedies Notice has not been rescinded by such date. The Developer may rescind such exercise by providing written notice to the City and the Trustee on or before the 29th day and by taking such action as may be required to cure the default that led to the giving of the Remedies Notice. The purchase price payable by the Developer if it exercises the option granted in this Section shall be the sum of the following:

- (a) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all or a portion of the then-Outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense; plus
- (b) an amount of money equal to the Trustee's and the Paying Agent's agreed to and reasonable fees, charges and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus
- (c) an amount of money equal to the City's reasonable charges and expenses incurred in connection with the Developer exercising its option to purchase all or a portion of the Project; plus
- (d) an amount of money equal to all payments due and payable pursuant to the Redevelopment Agreement through the end of the calendar year in which the date of purchase occurs; plus
- (e) the sum of \$10.00.

Section 11.2. Conveyance of the Project. At the closing of the purchase of the Project pursuant to this Article, the City will upon receipt of the purchase price deliver to the Developer the following:

- (a) a release from the Trustee of the Project from the lien and/or security interest of the Indenture and this Lease and appropriate termination of financing statements as required under the Uniform Commercial Code; and

(b) such other documents as may be reasonably necessary to effectuate the conveyance of the Project, including without limitation a termination of the Base Lease and this Lease.

Section 11.3. Relative Position of Option and Indenture. The option to purchase the Project granted to the Developer in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Developer is in default under this Lease; provided that such option will not result in nonfulfillment of any condition to the exercise of such option (including the payment of all amounts specified in **Section 11.1**) and further provided that the option herein granted shall terminate upon the termination of this Lease.

Section 11.4. Obligation to Purchase the Project. The Developer hereby agrees to purchase, and the City hereby agrees to sell, the Project upon the occurrence of the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture. The amount of the purchase price under this Section shall be the sum of the items set forth in **Sections 11.1(a)-(e)**. The purchase price shall be paid by the Developer within 90 days of the expiration of the Lease Term.

Section 11.5. Right to Set-Off. At its option, to be exercised at least five days before the date of closing such purchase, the Developer may deliver to the Trustee for cancellation Bonds not previously paid, and the Developer shall receive a credit against the purchase price payable by the Developer in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon. The Developer may set-off any payment obligation under **Section 11.1(a)** by tendering a corresponding amount of the Bonds to the Trustee for cancellation.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default. If any one or more of the following events occurs and is continuing, it is hereby defined as and declared to be and to constitute an “Event of Default” under this Lease:

(a) default in the due and punctual payment of Basic Rent or Additional Rent within 10 days after written notice thereof from the City to the Developer and the Lender; or

(b) default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Developer’s part to be observed or performed, and such default continues for 60 days after the City or the Trustee has given the Developer and the Lender written notice specifying such default (or such longer period as is reasonably required to cure such default, provided that (i) the Developer or the Lender, as applicable, has commenced such cure within said 60-day period, and (ii) the Developer or the Lender, as applicable, diligently prosecutes such cure to completion); or

(c) the Developer: (i) admits in writing its inability to pay its debts as they become due; or (ii) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (iii) makes an assignment for the benefit of creditors; or

(iv) consents to the appointment of a trustee, receiver or liquidator for all or a substantial portion of its property or fails to have the appointment of any trustee, receiver or liquidator made without the Developer's consent or acquiescence, vacated or set aside; or (v) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (vi) is subject to any proceeding, or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a substantial portion of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order or proceeding, if not consented to by it, is not dismissed, vacated, denied, set aside or stayed within 90 days after the day of entry or commencement; or (vii) suffers a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed or released within 60 days after the final entry or levy or after any contest is finally adjudicated or any stay is vacated or set aside; or

(d) an event of default under the Redevelopment Agreement, as described in **Section _____** thereof.

The Trustee shall give the Lender notice of the occurrence of any Event of Default of which the Trustee has notice pursuant to the terms of the Indenture. The Lender may, at its election, but shall have no obligation to, cure such Event of Default.

Section 12.2. Remedies on Default. If any Event of Default referred to in **Section 12.1** has occurred and continues beyond the period provided to cure, then the City may at the City's election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease in the Indenture), then or at any time thereafter, and while such default continues, take any one or more of the following actions, in addition to the remedies provided in **Section 12.5**:

(a) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable, as provided in the Indenture; or

(b) give the Developer written notice of intention to terminate this Lease on a date specified therein, which date shall not be earlier than 60 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Owners shall tender or be deemed to have tendered the Outstanding principal amount of the Bonds for cancellation with instruction that such tender is in lieu of payment in accordance with **Section 11.5**, the Developer's or the Lender's rights to possession of the Project shall cease and this Lease shall thereupon be terminated, and the City may re-enter and take possession of the Project or the City may convey the Project to the Developer and bring an action against the Developer for the purchase price of the Project under **Section 11.1**; provided, however, if the Developer has paid all obligations due and owing under the Indenture, this Lease, the Base Lease and the Redevelopment Agreement, the City shall convey the Project in accordance with **Section 11.2**. The Developer's rights to cause the conveyance of the Project in accordance with **Section 11.2** shall survive the expiration or termination of this Lease.

If the City defaults on any of its obligations under this Lease, the Developer's sole remedy for such default shall be to sue for specific performance of this Lease.

Section 12.3. Survival of Obligations. The Developer covenants and agrees with the City and the Owners that its obligations under this Lease shall survive the cancellation and termination of this

Lease, for any cause, and that the Developer shall continue to pay the Basic Rent and Additional Rent (to the extent the Bonds remain Outstanding) and perform all other obligations provided for in this Lease, all at the time or times provided in this Lease; provided, however, that upon the payment of all Basic Rent and Additional Rent required under **Article V**, and upon the satisfaction and discharge of the Indenture under **Section 1301** thereof, and upon the Developer's exercise of the purchase option contained in **Article XI**, the Developer's obligations under this Lease shall thereupon cease and terminate in full, except that the obligations contained in **Section 10.5** with respect to indemnification of the City and the Trustee shall not so terminate.

Section 12.4. Performance of the Developer's Obligations by the City. Upon an Event of Default, the City, or the Trustee in the City's name, may (but shall not be obligated so to do) upon the continuance of such failure on the Developer's part for 60 days after written notice of such failure is given to the Developer by the City or the Trustee, and without waiving or releasing the Developer from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all reasonable sums so paid by the City or the Trustee and all necessary incidental reasonable costs and expenses incurred by the City or the Trustee (including, without limitation, attorneys' fees and expenses) in performing such obligations shall be deemed Additional Rent and shall be paid to the City or the Trustee on demand, and if not so paid by the Developer, the City or the Trustee shall have the same rights and remedies provided for in **Section 12.2** in the case of default by the Developer in the payment of Basic Rent.

Section 12.5. Rights and Remedies Cumulative. The rights and remedies reserved by the City and the Developer hereunder are in addition to those otherwise provided by law and shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The City and the Developer shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. Notwithstanding anything in this **Section 12.5** or elsewhere in this Lease to the contrary, however, the Developer's option to purchase the property as provided in **Article XI** above shall not be terminated upon an Event of Default unless and until this Lease is terminated to the extent permitted pursuant to **Section 12.2(b)**. The parties agree that no provision of this Lease shall be construed to allow the City to require the Developer to acquire, construct or install the Project.

Section 12.6. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach of any covenant, agreement or undertaking by the Developer, the City may nevertheless accept from the Developer any payment or payments hereunder without in any way waiving the City's right to exercise any of its rights and remedies provided for herein with respect to any such default or defaults of the Developer which were in existence at the time such payment or payments were accepted by the City.

Section 12.7. Trustee's Exercise of the City's Remedies. Whenever any Event of Default has occurred and is continuing, the Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the City under this Article, upon notice as required of the City unless the City has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

(a) The Developer may assign, transfer, encumber or dispose of this Lease or any interest herein or part hereof for any lawful purpose under the Act, subject to the terms of the Loan Documents and any other Financing Documents. Except as otherwise provided in this Section, the Developer must obtain the City's prior written consent before any such disposition, unless such disposition is to (i) any party related to the Developer by one of the relationships described in Section 267(b) of the Internal Revenue Code of 1986, as amended, (ii) any party controlled by or under common control with the Developer, (iii) any affiliated entity (including any joint venture) in which the Developer has an ownership interest, directly or indirectly, or (iv) the Lender. Notwithstanding the foregoing, the Lender may sell at foreclosure sale or by deed in lieu of foreclosure, the interest of the Developer in this Lease.

(b) With respect to any assignment, the Developer or the Lender, as applicable, shall comply with the following conditions:

- (i) the Developer shall notify the City of the assignment in writing;
- (ii) such assignment shall be duly executed and acknowledged by the assignor and in proper form for recording;
- (iii) such assignment shall include the entire then unexpired term of this Lease; and
- (iv) a duplicate original of such assignment shall be delivered to the City and the Trustee within 10 days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee and in proper form for recording, by which the assignee shall assume all of the terms, covenants and conditions of this Lease on the part of the Developer to be performed and observed.

(c) Any assignee of all the rights of the Developer shall agree to be bound by the terms of this Lease, the Base Lease, the Redevelopment Agreement and any other documents related to the issuance of the Bonds. Upon such assignment of all the rights of the Developer and agreement by the assignee to be bound by the terms of this Lease, the Base Lease, the Redevelopment Agreement and any other documents related to the issuance of the Bonds, the Developer shall be released from and have no further obligations under this Lease, the Base Lease, the Redevelopment Agreement or any other document related to the issuance of the Bonds.

(d) Notwithstanding the foregoing, the Developer may, in its ordinary course of business, sublease all or portions of the Project to tenants without the prior consent of the City so long as the Developer remains obligated to perform all of its obligations under this Lease, the Base Lease and the Development Agreement.

Section 13.2. Assignment of Revenues by City. The City shall assign and pledge any rents, revenues and receipts receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest and premium, if any, on the Bonds, and the Developer hereby consents to such pledge and assignment.

Section 13.3. Prohibition Against Leasehold Mortgage of Project. The City shall not mortgage its leasehold interest in the Project but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

Section 13.4. Restrictions on Sale or Encumbrance of Project by City. During the Lease Term, the City agrees that, except to secure the Bonds to be issued pursuant to the Indenture and except to enforce its rights under **Section 12.2(b)**, it will not sell, assign, encumber, mortgage, transfer or convey the Project or any interest therein.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1. Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Indenture, subsequent to the issuance of the Bonds and before the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee, given in accordance with the provisions of the Indenture, which consent, however, shall not be unreasonably withheld, and the written consent of all of the Owners, the Lender and each other Financing Party.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when (a) mailed by registered or certified mail, postage prepaid, or (b) sent by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee, addressed as follows:

(i) To the City:

City of Osage Beach
1000 City Parkway
Osage Beach, Missouri 65065
Attn: City Administrator

with copies to:

City of Osage Beach
1000 City Parkway
Osage Beach, Missouri 65065
Attn: City Attorney

and

Gilmore & Bell, P.C.

One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102
Attn: Mark A. Spykerman, Esq.

(ii) To the Trustee:

UMB Bank, N.A.
2 S. Broadway, Suite 600
St. Louis, Missouri 63102
Attn: Corporate Trust Department

(iii) To the Developer:

Lakeport Village, LLC
4401 North Mesa
El Paso, Texas 79902
Attn: Jeffrey J. Tegethoff

with a copy to:

Husch Blackwell LLP
190 Carondelet Plaza, Suite 600
Clayton, Missouri 63105
Attn: David Richardson, Esq.

(iv) To the Lender at such address as may be specified in writing by the Developer from time to time, together with a copy of the Fee Deed of Trust, of which the specified Lender is the beneficiary.

All notices given by certified or registered mail as aforesaid shall be deemed fully given as of the date they are so mailed, provided, however, that notice to the Trustee shall be effective only upon receipt. A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Developer to the other shall also be given to the Trustee and the Lender. The City, the Developer, the Trustee and the Lender may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 15.2. City Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the City shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the City shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules; provided, however, that nothing in this Lease shall be interpreted to affect the City's rights to approve or deny any additional project or matter unrelated to the Project subject to zoning, building permit or other regulatory approvals by the City.

Section 15.3. Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the City and the Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same becomes due and payable, (c) that to the extent that the payments of Basic Rent are not sufficient to

provide the City and the Trustee with funds sufficient for the purposes aforesaid, the Developer shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money, in cash, as may from time to time be required for such purposes, and (d) that if after the principal of and interest on the Bonds and all costs incident to the payment of the Bonds (including the fees and expenses of the City and the Trustee) have been paid in full the Trustee or the City holds unexpended funds received in accordance with the terms hereof such unexpended funds shall, after payment therefrom of all sums then due and owing by the Developer under the terms of this Lease, and except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the Developer.

Section 15.4. Limitation on Liability of City. No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri.

Section 15.5. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 15.6. Binding Effect; Third-Party Beneficiary. This Lease shall be binding upon and shall inure to the benefit of the City and the Developer and their respective successors and assigns. The Lender shall be a third-party beneficiary of any provisions contained herein granting rights to the Lender.

Section 15.7. Severability. If for any reason any provision of this Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 15.8. Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 15.9. Electronic Transaction. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 15.10. City Consent. Pursuant to the Ordinance, the Mayor and the City Administrator are authorized to execute all documents on behalf of the City (including documents pertaining to the transfer of property or the financing or refinancing of the Project by the Developer) as may be required to carry out and comply with the intent of the Ordinance, the Indenture, the Base Lease and this Lease. The Mayor and the City Administrator are also authorized, unless expressly prohibited herein, to grant on behalf of the City such consents, estoppels and waivers relating to the Bonds, the Indenture, the Base Lease, this Lease or the Redevelopment Agreement as may be requested during the term hereof; provided, such consents, estoppels and/or waivers shall not increase the principal amount of the Bonds, increase the term of this Lease or the economic incentives provided herein, waive an Event of Default or materially change the nature of the transaction unless otherwise approved by the Board of Aldermen.

Section 15.11. Subordination of Lease. By its execution hereof, each of the Developer and the City hereby agrees that this Lease shall be, is and shall continue to be, subordinate and inferior to the Fee

Deed of Trust and the other Loan Documents until all [*Obligations*] (as such term is defined in the Fee Deed of Trust) have been indefeasibly paid and performed in full, including but not limited to, all future advances and future obligations secured by the Fee Deed of Trust and the other Loan Documents. Such subordination shall be self-operative and shall be irrespective of the time, manner, order of recording or perfection or any other priority that ordinarily would result under the Uniform Commercial Code as enacted in each and every applicable jurisdiction, and as amended from time to time, and other applicable law for the order of granting or perfecting any security interests referred to herein.

Section 15.12. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Developer certifies it is not currently engaged in and shall not, for the duration of this Lease, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel or (c) persons or entities doing business in the State of Israel.

Section 15.13. Conflict with Fee Deed of Trust and Financing Documents. If any of the terms of this Lease are in conflict with or contrary to the terms of the Fee Deed of Trust, any other Loan Document or any other Financing Document, then the terms and provisions of the Fee Deed of Trust, the other Loan Document or the other Financing Document shall be controlling.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names by their duly authorized signatories, all as of the date first above written.

CITY OF OSAGE BEACH, MISSOURI

(SEAL)

By: _____
Michael Harmison, Mayor

Attest:

Tara Berreth, City Clerk

[Lease Agreement]

LAKEPORT VILLAGE, LLC,
a Missouri limited liability company

By: _____
Jeffrey J. Tegethoff, Manager

[Lease Agreement]

EXHIBIT A

PROJECT SITE

The land situated in the County of Camden, State of Missouri, and described as follows:

Commencing at a 5/8" rebar marking the West Quarter corner of said Section; thence, South 89 Degrees, 04 Minutes, 27 Seconds East along the Quarter Section line of said Section, 537.27 feet to a set 1/2 inch rebar and the POINT OF BEGINNING; thence, leaving said Quarter Section line, South 27 Degrees, 51 Minutes, 54 Seconds East along the Easterly right of way of Jefferies Road, 9.10 feet to Centerline Station 180+80, and 16+20 on the Northerly right of way of US Highway 54; thence, leaving said Easterly right of way, North 89 Degrees, 51 Minutes, 02 Seconds East along said Northerly right of way, 100.29 feet to a set 1/2 inch rebar; thence, leaving said Northerly right of way, North 0 Degrees, 55 Minutes, 31 Seconds West along the Westerly line of a tract of land described by deed in Book 805, Page 905 in said Records of Camden County, 6.10 feet to a set 1/2 inch rebar; thence, leaving said westerly line, South 89 Degrees, 04 Minutes, 27 Seconds East along the Northerly line of said tract of land, and the Quarter Section line of said Section, 200.61 feet to a set 1/2 inch rebar; thence, leaving said Quarter Section line and said Northerly line, North 76 Degrees, 58 Minutes, 46 Seconds East along the Northerly right of way of US Highway 54, 70.00 feet to Centerline Station 177+30; thence, North 85 Degrees, 43 Minutes, 32 Seconds East, 131.53 feet to Centerline Station 176+00; thence, North 77 Degrees, 37 Minutes, 31 Seconds East, 25.93 feet to a set 1/2 inch rebar; thence, leaving said Northerly right of way along the approximate 662 contour along the following courses: North 8 Degrees, 40 Minutes, 02 Seconds East, 61.36 feet; thence, North 25 Degrees, 33 Minutes, 36 Second East, 18.15 feet; thence, North 37 Degrees, 57 Minutes, 49 Seconds East, 89.00 feet; thence, North 39 Degrees, 21 Minutes, 12 Seconds East, 19.22 feet; thence, North 32 Degrees, 08 Minutes, 52 Seconds East, 17.08 feet; thence, North 16 Degrees, 40 Minutes, 39 Seconds East, 37.22 feet; thence, North 17 Degrees, 15 Minutes, 18 Seconds East, 24.15 feet; thence, North 35 Degrees, 14 Minutes, 29 Seconds East, 10.43 feet; thence, North 32 Degrees, 43 Minutes, 40 Seconds East, 8.12 feet; thence, North 37 Degrees, 15 Minutes, 51 Seconds East, 6.57 feet; thence, North 16 Degrees, 44 Minutes, 12 Seconds East, 29.27 feet; thence, North 17 Degrees, 09 Minutes, 28 Seconds East, 32.03 feet; thence, North 3 Degrees, 14 Minutes, 48 Seconds East, 23.08 feet; thence, North 44 Degrees, 07 Minutes, 28 Seconds West, 87.88 feet; thence, North 58 Degrees, 01 Minutes, 21 Seconds West, 19.80 feet; thence, North 66 Degrees, 28 Minutes, 23 Seconds West, 14.63 feet; thence, North 60 Degrees, 02 Minutes, 33 Seconds West, 15.31 feet; thence, North 72 Degrees, 37 Minutes, 16 Seconds West, 29.79 feet; thence, North 63 Degrees, 08 Minutes, 35 Seconds West, 27.55 feet; thence, North 72 Degrees, 52 Minutes, 41 Seconds West, 127.47 feet; thence, North 85 Degrees, 45 Minutes, 12 Seconds West, 37.59 feet; thence, South 87 Degrees, 36 Minutes, 06 Seconds West, 14.64 feet; thence, North 72 Degrees, 10 Minutes, 11 Seconds West, 23.40 feet; thence, North 81 Degrees, 51 Minutes, 22 Seconds West, 42.78 feet; thence, North 81 Degrees, 09 Minutes, 41 Seconds West, 46.49 feet; thence, South 88 Degrees, 15 Minutes, 53 Seconds West, 30.13 feet; thence, South 69 Degrees, 02 Minutes, 08 Seconds West, 11.98 feet; thence, North 70 Degrees, 54 Minutes, 14 Seconds West, 31.08 feet; thence, North 2 Degrees, 54 Minutes, 17 Seconds West, 67.81 feet to a set 1/2 inch rebar; thence, leaving said 662 Contour, along the centerline of a Twenty-two foot (22') wide Easement, North 39 Degrees, 25 Minutes, 07 Seconds West, 81.75 feet; thence, North 10 Degrees, 11 Minutes, 17 Seconds West, 25.90 feet; thence, North 8 Degrees, 00 Minutes, 42 Seconds West, 222.33 feet to a set 1/2 inch rebar on the centerline of Lakewood Circle; thence, leaving said Easement, along said Centerline, along the following courses, South 53 Degrees, 27 Minutes, 37 Seconds East, 210.00 feet to a set 1/2 inch rebar; thence, North 86 Degrees, 22 Minutes, 23 Seconds East, 70.00 feet; thence, North 72 Degrees, 32 Minutes, 23 Seconds East, 360.00 feet to a set 1/2 inch rebar; thence, leaving said Centerline, South 85 Degrees, 02 Minutes, 37 Seconds East, 182.82 feet to a set 1/2 inch rebar on the approximate 662 Contour; thence, following along said 662 Contour along the following courses: North 60 Degrees, 10 Minutes, 11 Seconds East, 70.64 feet; thence, North 60 Degrees, 10 Minutes, 11 Seconds East, 63.64 feet; thence, North 85 Degrees,

34 Minutes, 36 Seconds East, 11.08 feet; thence, North 40 Degrees, 33 Minutes, 37 Seconds East, 31.89 feet; thence, North 40 Degrees, 38 Minutes, 40 Seconds East, 25.06 feet; thence, North 80 Degrees, 22 Minutes, 40 Seconds East, 4.32 feet; thence, North 36 Degrees, 43 Minutes, 32 Seconds East, 10.22 feet; thence, North 83 Degrees, 42 Minutes, 02 Seconds East, 10.90 feet; thence, North 38 Degrees, 50 Minutes 21 Seconds East, 15.68 feet; thence, North 5 Degrees, 58 Minutes, 08 Seconds West, 15.65 feet; thence, North 51 Degrees, 17 Minutes, 40 Seconds East, 7.39 feet; thence, North 15 Degrees, 10 Minutes, 18 Seconds East, 53.32 feet; thence, North 3 Degrees, 10 Minutes, 46 Seconds East, 38.06 feet; thence, North 23 Degrees, 46 Minutes, 19 Seconds West, 57.61 feet; thence, North 43 Degrees, 28 Minutes, 49 Seconds West, 62.72 feet; thence, North 64 Degrees, 49 Minutes, 24 Seconds West, 24.23 feet; thence, North 47 Degrees, 55 Minutes, 41 Seconds West, 39.14 feet; thence, North 80 Degrees, 20 Minutes, 43 Seconds West, 40.88 feet; thence, North 80 Degrees, 07 Minutes, 53 Seconds West, 20.62 feet; thence, North 60 Degrees, 10 Minutes, 20 Seconds West, 19.29 feet; thence, North 74 Degrees, 01 Minutes, 02 Seconds West, 21.79 feet; thence, North 81 Degrees, 28 Minutes, 44 Seconds West, 43.91 feet; thence, North 89 Degrees, 17 Minutes, 05 Seconds West, 170.25 feet; thence, South 70 Degrees, 21 Minutes, 22 Seconds West, 20.37 feet; thence, North 85 Degrees, 59 Minutes, 01 Seconds West, 39.22 feet; thence, North 89 Degrees, 02 Minutes, 53 Seconds West, 44.58 feet; thence, South 85 Degrees, 21 Minutes, 05 Seconds West, 88.17 feet; thence, North 81 Degrees, 22 Minutes, 42 Seconds West, 81.76 feet; thence, North 73 Degrees, 09 Minutes, 05 Seconds West, 40.55 feet; thence, North 84 Degrees, 24 Minutes, 54 Seconds West, 45.73 feet to a set 1/2 inch rebar; thence, leaving said 662 Contour, South 53 Degrees, 04 Minutes, 13 Seconds West, 78.10 feet to a 1/2 inch rebar; thence, North 89 Degrees, 20 Minutes, 05 Seconds West along the Southerly line of a tract of land described by deed in Book 865, Page 402 in said Records of Camden County, 144.85 feet; thence, leaving said Southerly line, North 89 Degrees, 07 Minutes, 56 Seconds West along the Southerly line of a tract of land described by deed in Book 366, Page 647 in said Records of Camden County, 140.39 feet to a 1/2 inch rebar on the Easterly right of way of Jefferies Road; thence, leaving said Southerly line along the following courses: South 9 Degrees, 52 Minutes, 22 Seconds West, 341.59 feet; thence, South 8 Degrees, 10 Minutes, 03 Seconds West, 100.06 feet on the Centerline Lakewood Circle; thence, continuing along said Easterly right of way, South 8 Degrees, 10 Minutes, 03 Seconds West, 251.96 feet; thence, on a curve to the left 177.76 feet, with a radius of 407.78 feet, and a chord direction of South 6 Degrees, 39 Minutes, 26 Seconds East, 176.36 feet, Thence, South 19 Degrees, 51 Minutes, 11 Seconds East, 374.60 feet to a 1/2 inch rebar; thence, North 71 Degrees, 53 Minutes, 00 Seconds East, 10.00 feet to a 1/2 inch rebar; thence, South 27 Degrees, 51 Minutes, 54 Seconds East, 71.35 feet to the POINT OF BEGINNING.

Goodin's Sub-Division:

Tract of land situated in the Northeast Quarter of Section II, Township 39 North, Range 16 West

Lakewood Condominium:

Tract "A" of Goodin's sub-division, a subdivision of record in Camden County, Missouri, filed in the Office of Recorder, in Plat Book 2 at Page 82. Said tract of land further described as being a part of the South half of the Northeast Quarter of Section II, Township 39 North, Range 16 West.

Lakewood Resort Condominium, Phase II:

The Part of Tract "A" of Goodin's Subdivision, a Subdivision of Record in Plat Book 2 at Page 82 in the Office of the Recorded in Camden County, Missouri, said tract of land further described as follows:

From the Southwest Corner of said Tract "A," being also a Point on the Centerline of a Road as Shown on the Recorded Plat, Run Along the Centerline of Road North 07 Degree 55 Minutes East 215.0 Feet to an Intersection with the Centerline of a 25.0 Foot Wide Road to the Right; Thence Along the Centerline of said Road to the Right North 50 Degree 50 Minutes East 145.0 Feet; Thence North 78 Degrees 40 Minutes East 140.0 Feet; Thence South 53 Degrees 40 Minutes East 165.0 Feet; Thence Leaving the Road Centerline South 17 Degree 40 Minutes East 99.62 Feet for the Point of Beginning; Thence

Continue South 17 Degrees 40 Minutes East 62.19 Feet; Thence South 84 Degrees 22 Minutes 02 Seconds West 9.31 Feet; Thence South 77 Degrees 30 Minutes 48 Seconds West 17.22 Feet; Thence South 73 Degrees 25 Minutes 06 Seconds West 14.39 Feet; Thence North 30 Degrees 14 Minutes 19 Seconds West 81.31 Feet; Thence North 87 Degrees 03 Minutes 20 Seconds East 83.16 Feet to the Place of Beginning.

Lakewood Resort Condominium, Phase II, First Addition:

The Part of Tract "A" of Goodin's Subdivision, a Subdivision of Record in Plat Book 2 at Page 82 in the Office of the Recorded in Camden County, Missouri, said tract of land further described as follows:

From the Southwest Corner of said Tract "A," being also a Point on the Centerline of a Road as Shown on the Recorded Plat, Run Along the Centerline of Road North 07 Degree 55 Minutes East 215.0 Feet to an Intersection with the Centerline of a 25.0 Foot Wide Road to the Right; Thence Along the Centerline of said Road to the Right North 50 Degree 50 Minutes East 145.0 Feet; Thence North 78 Degrees 40 Minutes East 140.0 Feet; Thence South 53 Degrees 40 Minutes East 165.0 Feet; Thence Leaving the Road Centerline South 87 Degrees 03 Minutes 20 Seconds West 54.85 Feet; Thence South 10 Degrees 24 Minutes 40 Seconds East (South 10 Degrees 20 Minutes East-Deed) 25.90 Feet; Thence South 39 Degree 34 Minutes 30 Seconds East (South 39 Degrees 30 Minutes East-Deed) 81.75 Feet; Thence North 50 Degrees 31 Minutes 30 Seconds East 11.44 Feet; Thence North 56 Degrees 21 Minutes 50 Seconds East 750 Feet; Thence North 68 Degrees 03 Minutes 16 Seconds East 25.74 Feet; Thence North 30 Degrees 14 Minutes 19 Seconds West 81.31 Feet to the Point of Beginning.

EXHIBIT B

FORM OF REQUISITION CERTIFICATE

Requisition No. _____
Date: _____

REQUISITION CERTIFICATE

TO: UMB BANK, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF [*DATE*], 2023, BETWEEN THE CITY OF OSAGE BEACH, MISSOURI, AND THE TRUSTEE, AND A LEASE AGREEMENT DATED AS OF [*DATE*], 2023, BETWEEN THE CITY OF OSAGE BEACH, MISSOURI, AND LAKEPORT VILLAGE, LLC

The undersigned Authorized Developer Representative hereby states and certifies that:

1. A total of \$_____ is requested to pay for Project Costs associated with the acquisition of the Project Site and the construction of the Project Improvements. The total amount of this requisition and all prior requisitions is as follows:

<u><i>Date of Project Costs</i></u>	<u><i>Amount Submitted in this Requisition</i></u>	<u><i>Requisitions Submitted to Date (Including this Requisition)</i></u>

2. Said Project Costs shall be paid in whole from Bond proceeds in such amounts, to such payees and for such purposes as set forth on **Schedule 1**.

3. Each of the items for which payment is requested is or was desirable and appropriate in connection with the purchase and construction of the Project, has been properly incurred and is a proper charge against the Project Fund, has been paid by the Developer or is justly due to the Persons whose names and addresses are stated on **Schedule 1**, and has not been the basis of any previous requisition from the Project Fund.

4. As of this date, except for the amounts referred to above, to the best of my knowledge there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the purchase and construction of the Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof.

5. With respect to this disbursement, the Developer certifies it has reviewed any wire instructions set forth herein to confirm such wire instructions are accurate and agrees it will not seek

recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with the instructions herein.

6. Capitalized words and terms used in this Requisition Certificate have the meanings given to such words and terms in **Section 101** of the Trust Indenture.

LAKEPORT VILLAGE, LLC

By: _____
Authorized Developer Representative

Approved this _____ day of _____, 20____.

CITY OF OSAGE BEACH, MISSOURI

By: _____
Authorized City Representative

SCHEDULE 1 TO REQUISITION CERTIFICATE

PROJECT COSTS

<u>Payee and Address</u>	<u>Description</u>	<u>Amount</u>
--------------------------	--------------------	---------------

CITY OF OSAGE BEACH, MISSOURI,

AND

UMB BANK, N.A.,
as Trustee

TRUST INDENTURE

Dated as of [*Date*], 2023

Relating to:

\$360,000,000
(Aggregate Maximum Principal Amount)
City of Osage Beach, Missouri
Taxable Industrial Revenue Bonds
(Lakeport Village Project)
Series 2023

TRUST INDENTURE

TABLE OF CONTENTS

	<u>Page</u>
Parties	1
Recitals	1
Granting Clauses	1

ARTICLE I

DEFINITIONS

Section 101.	Definitions of Words and Terms	3
Section 102.	Rules of Interpretation	8
Section 103.	Incorporation	9

ARTICLE II

THE BONDS

Section 201.	Title and Amount of Bonds	9
Section 202.	Nature of Obligation	9
Section 203.	Denomination, Number and Dating of the Bonds	9
Section 204.	Method and Place of Payment of Bonds	10
Section 205.	Execution and Authentication of Bonds	10
Section 206.	Registration, Transfer and Exchange of Bonds	11
Section 207.	Persons Deemed Owners of Bonds	11
Section 208.	Authorization of the Bonds.....	12
Section 209.	Mutilated, Lost, Stolen or Destroyed Bonds	13
Section 210.	Cancellation and Destruction of Bonds Upon Payment	14

ARTICLE III

REDEMPTION OF BONDS

Section 301.	Redemption of Bonds	14
Section 302.	Effect of Call for Redemption	15
Section 303.	Notice of Redemption.....	15

ARTICLE IV

FORM OF BONDS

Section 401.	Form Generally.....	15
--------------	---------------------	----

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501.	Creation of Funds	15
Section 502.	Deposits into the Project Fund.....	16
Section 503.	Disbursements from the Project Fund	16
Section 504.	Completion of the Project.....	16
Section 505.	Disposition Upon Acceleration	16

ARTICLE VI

REVENUES AND FUNDS

Section 601.	Deposits into the Bond Fund	17
Section 602.	Application of Moneys in the Bond Fund	17
Section 603.	Payments Due on Days Other than Business Days	18
Section 604.	Nonpresentment of Bonds	18

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701.	Moneys to be Held in Trust	18
Section 702.	Investment of Moneys in Project Fund and Bond Fund.....	18
Section 703.	Record Keeping	19

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801.	Payment of Principal and Interest.....	19
Section 802.	Authority to Execute Indenture and Issue Bonds	19
Section 803.	Performance of Covenants.....	19
Section 804.	Instruments of Further Assurance.....	19
Section 805.	Recordings and Filings	20
Section 806.	Inspection of Project Books.....	20
Section 807.	Enforcement of Rights Under the Lease.....	20

ARTICLE IX

DEFAULT AND REMEDIES

Section 901.	Events of Default; Notice; Opportunity to Cure.....	20
Section 902.	Acceleration of Maturity in Event of Default.....	21
Section 903.	Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession.....	21
Section 904.	Appointment of Receivers in Event of Default	22
Section 905.	Exercise of Remedies by the Trustee	22
Section 906.	Limitation on Exercise of Remedies by Owners	22
Section 907.	Right of Owners to Direct Proceedings.....	23
Section 908.	Application of Moneys in Event of Default	23

Section 909.	Remedies Cumulative.....	24
Section 910.	Waivers of Events of Default	24

ARTICLE X

THE TRUSTEE

Section 1001.	Acceptance of the Trusts	25
Section 1002.	Fees, Charges and Expenses of the Trustee.....	28
Section 1003.	Notice to Owners if Default Occurs	28
Section 1004.	Intervention by the Trustee.....	28
Section 1005.	Successor Trustee Upon Merger, Consolidation or Sale.....	28
Section 1006.	Resignation of Trustee.....	28
Section 1007.	Removal of Trustee	29
Section 1008.	Appointment of Successor Trustee.....	29
Section 1009.	Vesting of Trusts in Successor Trustee	29
Section 1010.	Right of Trustee to Pay Taxes and Other Charges	29
Section 1011.	Trust Estate May be Vested in Co-Trustee.....	30
Section 1012.	Accounting.....	30
Section 1013.	Performance of Duties Under the Lease.....	30

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101.	Supplemental Indentures Not Requiring Consent of Owners	31
Section 1102.	Supplemental Indentures Requiring Consent of Owners	31
Section 1103.	Developer's Consent to Supplemental Indentures.....	32
Section 1104.	Opinion of Counsel.....	32

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201.	Supplemental Leases Not Requiring Consent of Owners	32
Section 1202.	Supplemental Leases Requiring Consent of Owners	32
Section 1203.	Opinion of Counsel.....	33

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301.	Satisfaction and Discharge of this Indenture	33
Section 1302.	Bonds Deemed to be Paid.....	33

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401.	Consents and Other Instruments by Owners	34
Section 1402.	Limitation of Rights Under this Indenture	35

Section 1403.	Rights of Lender	35
Section 1404.	Notices	35
Section 1405.	Severability	36
Section 1406.	Execution in Counterparts	37
Section 1407.	Governing Law	37
Section 1408.	Electronic Transaction	37
Section 1409.	City Consent	37
Section 1410.	Anti-Discrimination Against Israel Act.....	37
Signature and Seals		38
Exhibit A – Project Site		
Exhibit B – Form of Bonds		
Exhibit C – Form of Representation Letter		

TRUST INDENTURE

THIS TRUST INDENTURE, dated as of [*Date*], 2023 (this “Indenture”), between the **CITY OF OSAGE BEACH, MISSOURI**, a fourth-class city organized and existing under the laws of the State of Missouri (the “City”), and **UMB BANK, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, with a corporate trust office located in St. Louis, Missouri, as Trustee (the “Trustee”);

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri (collectively, the “Act”) to purchase, construct, extend and improve certain projects (as defined in the Act), to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, office industry, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

2. Pursuant to the Act, the Board of Aldermen passed Ordinance No. 23.____ on May 18, 2023 (the “Ordinance”), authorizing the City to issue its Taxable Industrial Revenue Bonds (Lakeport Village Project), Series 2023, in the maximum principal amount of \$360,000,000 (the “Bonds”), for the purpose of (a) acquiring a leasehold interest in approximately 24 acres of real property located at the northeast corner of Jefferies Road and U.S. Route 54 in the City (as legally described on **Exhibit A**, the “Project Site”) and (b) constructing thereon a family-friendly resort and entertainment district (the “Project Improvements”).

3. Pursuant to the Act and the Ordinance, the City is authorized to (a) enter into this Indenture with the Trustee for the purpose of issuing and securing the Bonds, as herein provided, (b) enter into a Base Lease of even date herewith (the “Base Lease”) with Lakeport Village, LLC (the “Developer”) under which the City will acquire a leasehold interest in the Project Site and (c) enter into a Lease Agreement of even date herewith (the “Lease”) with the Developer under which the City will, or will cause the Developer to, construct the Project Improvements and will lease the Project Improvements, as they may at any time exist, together with the City’s leasehold interest in the Project Site (collectively, the “Project”) to the Developer in consideration of rental payments by the Developer that will be sufficient to pay the principal of and interest on the Bonds.

4. All things necessary to make the Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid and legally binding obligations of the City, and to constitute this Indenture a valid and legally binding pledge and assignment of the Trust Estate (as defined herein) herein made for the security of the payment of the principal of and interest on the Bonds, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners (as defined herein) thereof, and of other

good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on all of the Bonds issued and Outstanding (as defined herein) under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby pledge and assign to the Trustee and its successors and assigns forever, the property described in paragraphs (a), (b) and (c) below (said property being herein referred to as the "Trust Estate"), to-wit:

(a) All right, title and interest of the City in and to the Project together with the tenements, hereditaments, appurtenances, rights, easements, privileges and immunities thereunto belonging or appertaining and, to the extent permissible, all permits, certificates, approvals and authorizations;

(b) All right, title and interest of the City in, to and under the Lease (excluding the Unassigned Rights, as defined herein), and all rents, revenues and receipts derived by the City from the Project including, without limitation, all rentals and other amounts to be received by the City and paid by the Developer under and pursuant to and subject to the provisions of the Lease; and

(c) All moneys and securities from time to time held by or now or hereafter required to be paid to the Trustee under the terms of this Indenture, and any and all other real or personal property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the City or by anyone in its behalf, or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby pledged and assigned or agreed or intended so to be, to the Trustee and its successors and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of all Owners from time to time of the Bonds Outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by this Indenture;

PROVIDED, HOWEVER, that if the City pays, or causes to be paid, the principal of and interest on the Bonds, at the time and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, or provides for the payment thereof (as provided in **Article XIII**), and pays or causes to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights hereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to any words and terms defined in the Lease (which definitions are hereby incorporated by reference) and any words and terms defined elsewhere in this Indenture, the following words and terms used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

“Act” means, collectively, Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri.

“Additional Rent” means the additional rental described in **Section 5.2** of the Lease.

“Approved Investor” means (a) the Developer, (b) an affiliate of the Developer, (c) the Lender, (d) a “qualified institutional buyer” under Rule 144A promulgated under the Securities Act of 1933, or (e) any general business corporation or enterprise with total assets in excess of \$100,000,000.

“Authorized City Representative” means the Mayor, the City Administrator or such other Person at the time designated to act on behalf of the City as evidenced by written certificate furnished to the Developer and the Trustee containing the specimen signature of such Person and signed on behalf of the City by its Mayor or City Administrator. Such certificate may designate an alternate or alternates, each of whom may perform all duties of the Authorized City Representative.

“Authorized Developer Representative” means the Person at the time designated to act on behalf of the Developer as evidenced by written certificate furnished to the City and the Trustee containing the specimen signature of such Person and signed on behalf of the Developer by an authorized officer of the Developer. Such certificate may designate an alternate or alternates, each of whom may perform all duties of the Authorized Developer Representative.

“Base Lease” means the Base Lease dated as of [*Date*], 2023 between the City and the Developer, as may be amended from time to time.

“Basic Rent” means the rental described in **Section 5.1** of the Lease.

“Bond” or **“Bonds”** means the Taxable Industrial Revenue Bonds (Lakeport Village Project), Series 2023, in the maximum aggregate principal amount of \$360,000,000, issued, authenticated and delivered under and pursuant to this Indenture.

“Bond Fund” means the “City of Osage Beach, Missouri, Series 2023 Bond Fund – Lakeport Village Project” created in **Section 501**.

“Bond Purchase Agreement” means the agreement by that name with respect to the Bonds by and between the City and the Purchaser.

“Business Day” means any day other than a Saturday or Sunday or legal holiday or a day on which banks located in the city in which the principal corporate trust office or the principal payment office of the Trustee are required or authorized by law to remain closed.

“City” means the City of Osage Beach, Missouri, a fourth-class city organized and existing under the laws of the State.

“Closing Date” means the date identified in the Bond Purchase Agreement for the initial issuance and delivery of the Bonds.

“Closing Price” means the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date, which amount shall be equal to (a) any Project Costs spent by the Developer from its own funds before the Closing Date, and, at the Developer’s option, the costs of issuance of the Bonds if such costs are not paid for from Bond proceeds, or (b) the aggregate principal amount of the Bonds, if all of the proceeds of the Bonds are being transferred to the Trustee on the Closing Date.

“Completion Date” means the date of execution of the certificate required by **Section 4.5** of the Lease and **Section 504** hereof, which shall be deemed executed and filed on December 31, 2026 if not actually executed and filed by such date, except as otherwise provided in **Section 4.5** of the Lease, including an extension to December 31, 2027 in the event of a Permitted Excuse.

“Cumulative Outstanding Principal Amount” means the aggregate principal amount of all Bonds Outstanding under the provisions of this Indenture, not to exceed \$360,000,000, as reflected in the records maintained by the Trustee as provided in the Bonds and this Indenture.

“Developer” means Lakeport Village, LLC and its successors or assigns.

“Event of Default” means, with respect to this Indenture, any Event of Default as defined in **Section 901** hereof and, with respect to the Lease, any Event of Default as described in **Section 12.1** of the Lease.

“Fee Deed of Trust” means that certain [*Deed of Trust, Security Agreement and Fixture Filing*] executed by the Developer for the benefit of the Lender and recorded against the Project Site.

“Financing Document” means any loan agreement, credit agreement, mortgage, participation agreement, lease agreement, sublease, ground lease, hedging agreement or other document related to the Project and executed by or on behalf of a Financing Party, including, without limitation, any loan agreement, credit agreement, mortgage or other document executed in connection with the loans made to the Developer by the Lender.

“Financing Party” means any Person providing debt, lease or equity financing (including equity contributions or commitments) or hedging arrangements, or any renewal, extension or refinancing of any such financing or hedging arrangements, or any guarantee, insurance, letters of credit or credit support for or in connection with such financing or hedging arrangements, in connection with the development, construction, ownership, lease, operation or maintenance of the Project or interests or rights in the Lease, or any part thereof, including any trustee or agent acting on any such Person’s behalf. The Lender is a Financing Party.

“Full Insurable Value” means the reasonable replacement cost of the Project less physical depreciation and exclusive of land, excavations, footings, foundation and parking lots as determined at the expense of the Developer from time to time.

“Government Securities” means (a) noncallable, nonredeemable direct obligations of the United States of America, (b) obligations the timely payment of the principal of and interest on which is fully and unconditionally guaranteed by the United States of America, and (c) securities or receipts evidencing ownership interests in obligations or specified portions (such as principal or interest) of obligations described in (a) or (b).

“Indenture” means this Trust Indenture, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of **Article XI**.

“Investment Securities” means any of the following securities:

- (a) Government Securities;
- (b) bonds, notes or other obligations of the State or any political subdivision of the State, which at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;
- (c) obligations of Fannie Mae, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, the Farmers Home Administration and the Federal Home Loan Mortgage Corporation;
- (d) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a), (b) or (c) above and that have a market value at all times at least equal to the principal amount of such repurchase agreements and are held in a custodial or trust account;
- (e) certificates of deposit, time deposits or demand deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit, time deposits or demand deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully collateralized by such securities as are described above in clauses (a) through (d), inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit, time deposits or demand deposits;
- (f) money market funds registered under the Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933, and which are rated in any of the three highest rating categories by a nationally recognized rating service; or
- (g) any other investment approved in writing by the Authorized City Representative and the Owners of all of the Outstanding Bonds.

“Lease” means the Lease Agreement dated as of [*Date*], 2023 between the City, as lessor, and the Developer, as lessee, as from time to time amended and supplemented by Supplemental Leases in accordance with the provisions thereof and of **Article XII**.

“Lease Term” means the period from the effective date of the Lease until the expiration thereof pursuant to **Section 3.2** of the Lease.

“Leasehold Mortgage” means any leasehold mortgage, leasehold deed of trust, assignment of rents and leases or other agreement relating to the Project permitted pursuant to the provisions of **Section 10.4** of the Lease and subject to the express, prior written consent of the Lender.

“Lender” means the beneficiary of the Fee Deed of Trust, if any, and its successors or assigns.

“Net Proceeds” means, when used with respect to any insurance or condemnation award with respect to the Project, the gross proceeds from the insurance or condemnation award remaining after payment of all expenses (including attorneys’ fees, the Trustee’s fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds.

“Outstanding” means, when used with reference to Bonds, as of a particular date, all Bonds theretofore authenticated and delivered, except:

- (a) Bonds previously canceled by the Trustee or delivered to the Trustee for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of **Section 1302**; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

“Owner” means the registered owner of any Bond as recorded on the bond registration records maintained by the Trustee, and for any actions requiring the consent of an Owner hereunder, the Lender.

“Paying Agent” means the Trustee and any other bank or trust company designated by this Indenture as paying agent for the Bonds at which the principal of or interest on the Bonds shall be payable.

“Payment Date” means the date on which the principal of or interest on any Bond, whether at the stated maturity thereof or the redemption date thereof, is payable, which shall be December 1 of each year that the Bonds are Outstanding.

“Permitted Encumbrances” means, as of any particular time, as the same may encumber the Project Site, (a) liens for ad valorem taxes and special assessments not then delinquent, (b) this Indenture, the Base Lease, the Lease and the Redevelopment Agreement, (c) utility, access and other easements and rights-of-way, mineral rights, restrictions, exceptions and encumbrances that will not materially interfere with or impair the operations being conducted on the Project Site or easements granted to the City, (d) such minor defects, irregularities, encumbrances, easements, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Project Site and as do not in the aggregate materially impair the property affected thereby for the purpose for which it was acquired or is held by the City, (e) liens, security interests or encumbrances granted pursuant to the Lease, any Leasehold Mortgage, the Fee Deed of Trust or any other Financing Document, and (f) such exceptions to title set forth in the [*ALTA Commitment for Title Insurance, Commitment No. _____, prepared by _____*].

“Person” means an individual, partnership, corporation, business trust, joint stock company, limited liability company, bank, insurance company, unincorporated association, joint venture or other entity of whatever nature.

“Plans and Specifications” means the plans and specifications prepared for and showing the Project, as amended by the Developer from time to time before the Completion Date, the same being on file at the principal office of the Developer, and which shall be available for reasonable inspection during normal business hours and upon not less than one Business Day’s prior notice by the City, the Trustee and their duly appointed representatives.

“Project” means, collectively, the Project Site and the Project Improvements as they may at any time exist.

“Project Costs” means all costs of purchasing and constructing the Project, including the following:

- (a) all costs and expenses necessary or incident to the acquisition, construction and improvement of the Project;

- (b) fees and expenses of architects, appraisers, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary for the commencement of construction, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of professionals and consultants in relation to the purchase and construction of the Project or the issuance of the Bonds;

- (c) all costs and expenses of every nature incurred in purchasing and constructing the Project Improvements and otherwise improving the Project Site, including the actual cost of labor and materials as payable to contractors, builders and materialmen in connection with the purchase and construction of the Project;

- (d) interest accruing on the Bonds during the construction period of the Project;

- (e) the cost of title insurance policies and the cost of any other insurance maintained during the period of construction of the Project in accordance with **Article VII** of the Lease;

- (f) reasonable expenses of administration, supervision and inspection properly chargeable to the Project, legal fees and expenses, fees and expenses of accountants and other consultants, publication and printing expenses, and initial fees and expenses of the Trustee to the extent that said fees and expenses are necessary or incident to the issuance and sale of the Bonds or the purchase and construction of the Project;

- (g) all other items of expense not elsewhere specified in this definition as may be necessary or incident to: (1) the authorization, issuance and sale of the Bonds, including costs of issuance of the Bonds; (2) the purchase and construction of the Project; and (3) the financing thereof; and

(h) reimbursement to the Developer or those acting for it for any of the above enumerated costs and expenses incurred and paid by them before or after the execution of the Lease.

“Project Fund” means the “City of Osage Beach, Missouri, Series 2023 Project Fund – Lakeport Village Project” created in **Section 501**.

“Project Improvements” means a family-friendly resort and entertainment district, and any other improvements located on the Project Site to the extent paid for in whole with Bond proceeds, and all additions, alterations, modifications and improvements thereto made pursuant to the Lease.

“Project Site” means all of the real estate described in **Exhibit A**.

“Purchaser” means the Person identified in the Bond Purchase Agreement as the purchaser of the Bonds.

“Redevelopment Agreement” means the [*Redevelopment Agreement*] dated as of _____, 2023 between the City and the Developer.

“State” means the State of Missouri.

“Supplemental Indenture” means any indenture supplemental or amendatory to this Indenture entered into by the City and the Trustee pursuant to **Article XI**.

“Supplemental Lease” means any supplement or amendment to the Lease entered into pursuant to **Article XII**.

“Trust Estate” means the Trust Estate described in the Granting Clauses of this Indenture.

“Trustee” means UMB Bank, N.A., a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, and its successor or successors and any other Person which at the time may be substituted in its place pursuant to and at the time serving as Trustee under this Indenture.

“Unassigned Rights” means the City’s rights under the Lease to receive moneys for its own account and the City’s rights to indemnification or to be protected from liabilities by insurance policies required by the Lease, as provided in the Lease.

Section 102. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context otherwise indicates, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including governmental entities, as well as natural persons.

(c) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so

expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Indenture shall not be treated as a part of this Indenture or as affecting the true meaning of the provisions hereof.

(f) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

(g) Whenever the City is required to “cooperate,” “cooperate fully” or “act promptly” on a matter set forth in this Indenture, the City’s cooperation shall be deemed to be reasonable cooperation and the City’s promptness shall be deemed to be reasonable promptness; provided, however, the City shall not be required to incur any costs, expenses, obligations or liabilities in providing such reasonable cooperation and promptness.

Section 103. Incorporation.

(a) The Recitals hereof are all incorporated into this Indenture as if fully and completely set out in this Section.

(b) The Exhibits to this Indenture are hereby incorporated into and made a part of this Indenture.

ARTICLE II

THE BONDS

Section 201. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as the “City of Osage Beach, Missouri, Taxable Industrial Revenue Bonds (Lakeport Village Project), Series 2023.” The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to \$360,000,000.

Section 202. Nature of Obligation. The Bonds and the interest thereon shall be special obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease, and not from any other fund or source of the City. The Bonds are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners, as provided in this Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State or any other political subdivision thereof, and none of the City, the State or any other political subdivision thereof shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and are not payable in any manner by taxation.

Section 203. Denomination, Number and Dating of the Bonds.

(a) The Bonds shall be issuable in the form of one fully-registered Bond, in substantially the form set forth in **Exhibit B**, in the denomination of \$0.01 or any multiple thereof.

(b) The Bonds shall be dated by the Trustee as of the date of initial delivery thereof as provided herein. If the Bonds are at any time thereafter transferred, any replacement Bonds shall be dated as of the date of authentication thereof.

Section 204. Method and Place of Payment of Bonds.

(a) The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for payment of public and private debts.

(b) Payment of the principal of the Bonds shall be made upon the presentation and surrender of such Bonds at the principal payment office of any Paying Agent named in the Bonds. The payment of principal of the Bonds shall be noted on the Bonds on **Schedule I** thereto and the registration books maintained by the Trustee pursuant to **Section 206**. Payment of the interest on the Bonds shall be made by the Trustee on each Payment Date to the Person appearing on the registration books of the Trustee hereinafter provided for as the Owner thereof on the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Payment Date by check or draft mailed to such Owner at such Owner's address as it appears on such registration books.

(c) The Bonds and the original **Schedule I** thereto shall be held by the Trustee in trust, unless otherwise directed in writing by the Owner. If the Bonds are held by the Trustee, the Trustee shall, on each Payment Date, send a revised copy of **Schedule I** via facsimile or other electronic means to the Owner, the Developer (if not the Owner) and the City. Absent manifest error, the amounts shown on **Schedule I** as noted by the Trustee shall be conclusive evidence of the principal amount paid on the Bonds.

(d) If there is one Owner of the Bonds, the Trustee is authorized to make the final or any interim payment of principal on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated in writing by such Owner and located in the United States. The Trustee is also authorized to make interest payments on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated by such Owner and located in the United States.

(e) If the Developer is the sole Owner of the Bonds, then the Developer, as lessee under the Lease, may set-off its obligation to the City to pay Basic Rent under the Lease against the City's obligation to the Developer, as Owner of the Bonds, to pay the principal of and interest on the Bonds under this Indenture. The Trustee may conclusively rely on the absence of any notice from the Developer to the contrary as evidence that such set-off has occurred and that pursuant to the set-off, the Developer, as lessee under the Lease, is deemed to have paid to the City the Basic Rent due under the Lease and the City is deemed to have paid to the Developer, as Owner of the Bonds, the principal of and interest on the Bonds due under this Indenture. On the final Payment Date, the Developer may deliver to the Trustee for cancellation the Bonds and the Developer shall receive a credit against the Basic Rent payable by the

Developer under **Section 5.1** of the Lease in an amount equal to the remaining principal of the Bonds so tendered for cancellation plus accrued interest thereon.

Section 205. Execution and Authentication of Bonds.

(a) The Bonds shall be executed on behalf of the City by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and shall have the corporate seal of the City affixed thereto or imprinted thereon. If any officer whose signature or facsimile thereof appears on the Bonds ceases to be such officer before the delivery of such Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by such Persons as at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit B**, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purposes until such Certificate of Authentication has been duly executed by the Trustee. The executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee.

Section 206. Registration, Transfer and Exchange of Bonds.

(a) The Trustee shall keep books for the registration and transfer of Bonds as provided in this Indenture.

(b) The Bonds may be transferred to an Approved Investor only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or such Owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. In connection with any such transfer of the Bonds, the City and the Trustee shall receive an executed representation letter signed by the proposed assignee in substantially the form of **Exhibit C**. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bonds a new fully-registered Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture, in an aggregate principal amount equal to the Outstanding principal amount of such Bonds, of the same maturity and bearing interest at the same rate.

(c) In all cases in which Bonds are exchanged or transferred hereunder the provisions of any legend restrictions on the Bonds shall be complied with and the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be canceled by the Trustee. The City or the Trustee may make a reasonable charge for every such exchange or transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid before any new Bonds shall be delivered. Neither the City nor the Trustee shall be required to make any such exchange or transfer of Bonds during the 15 days immediately preceding a Payment Date on the Bonds or, in the case of any proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion thereof has been selected for redemption.

(d) If any Owner fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure, which amount may be deducted by the Trustee from amounts otherwise payable to such Owner under such Owner's Bond.

Section 207. Persons Deemed Owners of Bonds. As to any Bond, the Person in whose name the same is registered as shown on the bond registration books required by **Section 206** shall be deemed and regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the Owner thereof or a legal representative thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 208. Authorization of the Bonds.

(a) The Bonds are authorized in the aggregate maximum principal amount of \$360,000,000 for the purpose of providing funds to pay Project Costs, which Bonds shall be designated the "City of Osage Beach, Missouri, Taxable Industrial Revenue Bonds (Lakeport Village Project), Series 2023." The Bonds shall be dated as provided in **Section 203(b)**, shall become due on the Completion Date (subject to prior redemption as provided in **Article III**) and shall bear interest as specified in **Section 208(f)**, payable on the dates specified in **Section 208(f)**.

(b) The Trustee is hereby designated as the Paying Agent. The Owners of a majority of Bonds then-Outstanding may designate a different Paying Agent upon written notice to the City and the Trustee.

(c) The Bonds shall be executed without material variance from the form and in the manner set forth in **Exhibit B** and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee the following:

(1) An original or certified copy of the ordinance passed by the Board of Aldermen authorizing the issuance of the Bonds and the execution of this Indenture, the Redevelopment Agreement, the Bond Purchase Agreement, the Base Lease and the Lease;

(2) Executed counterparts or copies of this Indenture, the Redevelopment Agreement, the Bond Purchase Agreement, the Base Lease and the Lease;

(3) A representation letter from the Purchaser in substantially the form attached as **Exhibit C**;

(4) A request and authorization to the Trustee on behalf of the City, executed by the Authorized City Representative, to authenticate the Bonds and deliver the same to or at the written direction of the Purchaser upon payment to the Trustee, for the account of the City, of the purchase price thereof specified in the Bond Purchase Agreement. The Trustee shall be entitled to conclusively rely upon such request and authorization as to the name of the Purchaser and the amount of such purchase price; and

(5) Such other certificates, statements, receipts and documents as the Trustee shall reasonably require for the delivery of the Bonds.

(d) When the documents specified in subsection (c) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, either:

(1) The Purchaser shall pay the Closing Price to the Trustee, and the Trustee shall endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to or upon the order of the Purchaser; or

(2) The Developer shall submit a requisition certificate in accordance with **Section 4.4** of the Lease, in an amount equal to the Closing Price, and the Trustee shall endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to the Developer (or another purchaser designated by the Developer).

In either case, the Purchaser shall be deemed to have paid over to the Trustee, and the Trustee shall be deemed to have deposited into the Project Fund, an amount equal to the Closing Price. In authenticating Bonds, the Trustee makes no certification or representation that the Bonds have been validly issued or constitute legally binding obligations of the City.

(e) Following the initial issuance and delivery of the Bonds, the Developer may submit additional requisition certificates in accordance with **Section 4.4** of the Lease. If the Purchaser does not pay to the Trustee the amount set forth in the requisition certificates, the Purchaser will be deemed to have advanced an amount equal to the amount set forth in the requisition certificates, and if the Trustee is holding the Bonds, the Trustee shall endorse the Bonds in an amount equal to the amount set forth in the requisition certificates. The date of endorsement of each Principal Amount Advanced as set forth on **Schedule I** to the Bonds shall be the date of the City's approval of each requisition certificate. The Trustee shall keep a record of the total requisitions submitted to the Trustee for the Project and shall notify the City if the requisitions submitted exceed the maximum principal amount of the Bonds.

(f) The Bonds shall bear interest at the rate of 5.0% per annum on the Cumulative Outstanding Principal Amount of the Bonds. Such interest shall be payable in arrears on each December 1, commencing on December 1, 2023, and continuing thereafter until the Cumulative Outstanding Principal Amount is paid in full, but not later than the Completion Date. Interest shall be calculated on the basis of a year of 360 days consisting of 12 months of 30 days each.

(g) The Trustee shall keep and maintain a record of the amount deposited or deemed to be deposited into the Project Fund pursuant to the terms of this Indenture as "Principal Amount Advanced" and shall enter the aggregate principal amount of the Bonds then-Outstanding on its records as the "Cumulative Outstanding Principal Amount." If the Trustee is holding the Bonds, such advanced amounts shall be reflected on **Schedule I** to the Bonds. To the extent that advances are deemed to have been made pursuant to requisitions, the Trustee's records of such advances shall be based solely on the requisitions provided to it. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Owners, pursuant to the redemption provisions of this Indenture, the Trustee shall enter on its records and **Schedule I** to the Bonds (if the Trustee is holding the Bonds) the principal amount paid on the Bonds as "Principal Amount Redeemed" and shall enter the then-Outstanding principal amount of the Bonds as "Cumulative Outstanding Principal Amount." The records maintained by the Trustee as to amounts deposited into the Project Fund or principal amounts paid on the Bonds shall be the official records of the Cumulative Outstanding Principal Amount for all purposes, absent manifest error, and shall be in substantially the form of the Table of Cumulative Outstanding Principal Amount as set out in the Form of Bonds in **Exhibit B**. If any moneys are deposited by the Trustee into the Project

Fund, then the Trustee shall provide a statement of receipts and disbursements with respect thereto to the City and the Developer on a monthly basis. After the Project has been completed and the certificate of payment of all costs is filed as provided in **Section 504**, the Trustee, to the extent it has not already done so pursuant to this Section or **Section 1012**, shall file a final statement of receipts and disbursements with respect thereto with the City and the Developer.

Section 209. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated, or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond of like series, date and tenor as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee to save, defend and hold each of the City and the Trustee harmless. If any such Bond has matured, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 210. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds that have been paid or redeemed or that have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity, shall be canceled by the Trustee immediately upon the payment or redemption of such Bonds and the surrender thereof to the Trustee.

(b) All Bonds canceled under any of the provisions of this Indenture shall be destroyed by the Trustee in accordance with applicable laws and regulations and the Trustee's policies and practices. The Trustee shall execute a certificate describing the Bonds so destroyed and shall file executed counterparts of such certificate with the City and the Developer.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) The Bonds are subject to redemption and payment at any time before the stated maturity thereof, at the option of the City, upon written instructions from the Developer, (1) in whole, if the Developer exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Developer prepays additional Basic Rent pursuant to the Lease. If only a portion of the Bonds are to be redeemed, (A) Bonds aggregating at least 10% of the maximum aggregate principal amount of Bonds authorized hereunder shall not be subject to redemption and payment before the stated maturity thereof, and (B) the Trustee shall keep a record of the amount of Bonds to remain Outstanding following such redemption. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

(b) The Bonds are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Section 9.1(f)** or **9.2(c)** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided hereunder. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption to the Owners pursuant to this paragraph (b), money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

(c) At its option, the Developer may deliver to the Trustee for cancellation any Bonds owned by the Developer and not previously paid, and the Developer shall receive a credit against the amounts payable by the Developer for the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest.

Section 302. Effect of Call for Redemption. Before or on the date fixed for redemption, funds, Government Securities, or a combination thereof, shall be placed with the Trustee which are sufficient to pay the Bonds called for redemption and accrued interest thereon, if any, to the redemption date. Upon the happening of the above conditions and appropriate written notice having been given, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture. If the Bonds are fully redeemed before maturity and an amount of money equal to the Trustee's and the Paying Agent's agreed to fees and expenses hereunder accrued and to accrue in connection with such redemption is paid or provided for, the City shall, at the Developer's direction, deliver to the Developer the items described in **Section 11.2** of the Lease.

Section 303. Notice of Redemption. If the Bonds are to be called for redemption as provided in **Section 301(a)**, the Developer shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds at least 40 days (10 days if there is one Owner) before the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if there is one Owner) before the scheduled redemption date by first-class mail (or facsimile or other electronic communication if there is one Owner) stating the date upon which the Bonds will be redeemed and paid, unless such notice period is waived by the Owners in writing.

ARTICLE IV

FORM OF BONDS

Section 401. Form Generally. The Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in **Exhibit B**. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirements of law with respect thereto.

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds. There are hereby created and ordered to be established in the custody of the Trustee the following special trust funds in the name of the City:

(a) “City of Osage Beach, Missouri, Series 2023 Project Fund – Lakeport Village Project” (herein called the “Project Fund”).

(b) “City of Osage Beach, Missouri, Series 2023 Bond Fund – Lakeport Village Project” (herein called the “Bond Fund”).

Section 502. Deposits into the Project Fund. The proceeds of the sale of the Bonds (whether actually paid or deemed paid under **Section 208(d)**), including Additional Payments (as defined and provided for in the Bond Purchase Agreement), when received, excluding such amounts required to be paid into the Bond Fund pursuant to **Section 601**, shall be deposited by the Trustee into the Project Fund. Any money received by the Trustee from any other source for the purpose of purchasing, constructing and installing the Project shall pursuant to any written directions from the Person depositing such moneys also be deposited into the Project Fund.

Section 503. Disbursements from the Project Fund.

(a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of, or reimbursement to the Developer (or any other party that has made payment on behalf of the Developer) for payment of, Project Costs upon receipt of requisition certificates signed by the Developer in accordance with the provisions of **Article IV** of the Lease. The Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions.

(b) If, pursuant to **Section 208(d)**, the Trustee is deemed to have deposited into the Project Fund the amount specified in the requisition certificates submitted by the Developer in accordance with the provisions of **Article IV** of the Lease, the Trustee shall upon endorsement of the Bonds in an equal amount be deemed to have disbursed such funds from the Project Fund to the Developer (or such other purchaser designated by the Developer) in satisfaction of the requisition certificates. If the Trustee is holding the Bonds, such deemed disbursement will be deemed to have been made on each date the Trustee endorses the Bonds with respect to such additional amounts.

(c) In paying any requisition certificate under this Section, the Trustee may rely as to the completeness and accuracy of all statements in such requisition certificate if such requisition certificate is signed by the Authorized Developer Representative without inquiry or investigation. It is understood that the Trustee shall not be required to make any inspections of the Project, nor any improvements with respect thereto, make any provision to obtain completion bonds, mechanic’s or materialman’s lien releases or otherwise supervise the Project. The approval of each requisition certificate by the Authorized Developer Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payment of the specified amounts from the Project Fund have been completed. If the City so requests in writing, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the City. The City hereby authorizes and directs the Trustee to make disbursements in the manner and as provided for by the aforesaid provisions of the Lease.

Section 504. Completion of the Project. The completion of the purchase, construction and installation of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the certificate required by the provisions of **Section 4.5** of the Lease. As soon as practicable after the Completion Date any balance remaining in the Project Fund shall without further authorization be transferred by the Trustee to the Bond Fund and applied as provided in **Section 4.6** of the Lease.

Section 505. Disposition Upon Acceleration. If the principal of the Bonds has become due and payable pursuant to **Section 902**, upon the date of payment by the Trustee of any moneys due as hereinafter provided in **Article IX**, any balance remaining in the Project Fund shall without further authorization be deposited in the Bond Fund by the Trustee, with advice to the City and to the Developer of such action.

ARTICLE VI

REVENUES AND FUNDS

Section 601. Deposits into the Bond Fund.

(a) The Trustee shall deposit into the Bond Fund, as and when received, (1) all accrued interest on the Bonds, if any, paid by the Purchaser; (2) all Basic Rent payable by the Developer to the City specified in **Section 5.1** of the Lease; (3) any Additional Rent payable by the Developer specified in **Section 5.2** of the Lease; (4) any amount in the Project Fund to be transferred to the Bond Fund pursuant to **Section 504** or **Section 505**; (5) subject to the terms and conditions of the Fee Deed of Trust and the other Financing Documents executed in favor of the Lender, the balance of any Net Proceeds of condemnation awards or insurance received by the Trustee pursuant to **Article IX** of the Lease; (6) the amounts to be deposited in the Bond Fund pursuant to **Sections 9.1(f)** and **9.2(c)** of the Lease; (7) all interest and other income derived from the investment of Bond Fund moneys as provided in **Section 702**; and (8) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease when accompanied by directions from the Person depositing such moneys that such moneys are to be paid into the Bond Fund.

(b) The Trustee shall notify the Developer in writing, at least 15 days before each date on which a payment is due under **Section 5.1** of the Lease, of the amount that is payable by the Developer pursuant to such Section.

Section 602. Application of Moneys in the Bond Fund.

(a) Except as provided in **Section 604** and **Section 908** hereof or in **Section 4.6** of the Lease, moneys in the Bond Fund shall be expended solely for the payment of the principal of and interest on the Bonds as the same matures and becomes due or upon the redemption thereof before maturity; provided, however, that any amounts received by the Trustee as Additional Rent under **Section 5.2** of the Lease and deposited to the Bond Fund as provided in **Section 601** above, shall be expended by the Trustee for such items of Additional Rent as they are received or due without further authorization from the City.

(b) The City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and interest on the Bonds as the same becomes due and payable and to

make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal and interest.

(c) Whenever the amount in the Bond Fund from any source whatsoever is sufficient to redeem all of the Bonds Outstanding and to pay interest to accrue thereon before and until such redemption, the City covenants and agrees, upon request of the Developer, to take and cause to be taken the necessary steps to redeem all such Bonds on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Developer. The Trustee may use any moneys in the Bond Fund to redeem a part of the Bonds Outstanding in accordance with and to the extent permitted by **Article III** so long as the Developer is not in default with respect to any payments under the Lease and to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption and past due interest, if any, in all cases when such Bonds have not been presented for payment.

(d) After payment in full of the principal of and interest, if any, on the Bonds (or provision has been made for the payment thereof as provided in this Indenture), and the fees, charges and expenses of the Trustee, the City and any Paying Agent and any other amounts required to be paid under this Indenture, the Lease and the Redevelopment Agreement, all amounts remaining in the Bond Fund shall be paid to the Developer upon the expiration or sooner termination of the Lease.

Section 603. Payments Due on Days Other than Business Days. In any case where the date of maturity of principal of or interest, if any, on the Bonds or the date fixed for redemption of any Bonds is not a Business Day, then payment of principal or interest, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest, if any, shall continue to accrue for the period after such date.

Section 604. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due, whether at maturity or otherwise, the Trustee shall without liability for interest thereon repay to the Developer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Developer, and the Owner thereof may look only to the Developer for payment, and then only to the extent of the amount so repaid, and the Developer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for account of the Bond Fund or the Project Fund under any provision of this Indenture, and all moneys

deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Lease, and, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing.

Section 702. Investment of Moneys in Project Fund and Bond Fund. Moneys held in the Project Fund and the Bond Fund shall, pursuant to written direction of the Developer, signed by the Authorized Developer Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption by the Owner before the date such funds will be needed. If the Developer fails to provide written directions concerning the investment of moneys held in the Project Fund and the Bond Fund, the Trustee is authorized to invest in the Investment Securities specified in paragraph (e) of the definition of Investment Securities, provided they mature or are subject to redemption before the date such funds will be needed. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees and cash sweep account fees, which may be deducted from income earned on investments; provided that any such fees shall not exceed the interest income on the investment. The Trustee shall be provided ample time to clear any such fees that exceed interest income on the investment. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities shall be credited to such fund, and any loss resulting from such Investment Securities shall be charged to such fund. After the Trustee has notice pursuant to **Section 1001(h)** of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Bond Fund and the Project Fund. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any fund is insufficient for the purposes of such fund. In determining the balance in any fund, investments in such fund shall be valued at the lower of their original cost or their fair market value as of the most recent Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department.

Section 703. Record Keeping. The Trustee shall maintain records designed to show compliance with the provisions of this Article and with the provisions of **Article VI** while any of the Bonds are Outstanding.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal and Interest. The City covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project and the Lease as described herein, deposit or cause to be deposited in the Bond Fund sufficient sums payable under the Lease promptly to meet and pay the principal of and interest on the Bonds as they become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. Nothing herein shall be construed as requiring the City to operate the Project as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

Section 802. Authority to Execute Indenture and Issue Bonds. The City covenants that it is duly authorized under the Constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; and that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City according to the import thereof.

Section 803. Performance of Covenants. The City covenants that it will faithfully perform or cause to be performed at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its Board of Aldermen pertaining thereto. The Trustee may take such action as it deems appropriate to enforce all such covenants, undertakings, stipulations and provisions of the City hereunder.

Section 804. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues herein described to the payment of the principal of and interest, if any, on the Bonds, upon being first indemnified by the Developer for the cost thereof. The City covenants and agrees that, except as herein and in the Lease provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Lease, or of its rights under the Lease.

Section 805. Recordings and Filings. The City shall file or cause to be kept and filed all financing statements and hereby authorizes and directs the Trustee to file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture and all supplements hereto and such other documents as may be required under the Uniform Commercial Code in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder. The City will cooperate in causing this Indenture and all Supplemental Indentures, the Lease and all Supplemental Leases and all other security instruments to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder. The Trustee shall file continuation statements with respect to each Uniform Commercial Code financing statement relating to the Trust Estate filed by the City at the time of the issuance of the Bonds; provided that a copy of the filed initial financing statement is timely delivered to the Trustee. In addition, unless the Trustee has been notified in writing by the City that any such initial filing or description of collateral was or has become defective, the Trustee shall be fully protected in (a) relying on such initial filing and description of collateral in filing any financing or continuation statements or modifications thereto pursuant to this Section, and (b) filing any continuation statements in the same filing office as the initial filing was made. The Developer shall be responsible for the customary fees charged by the Trustee for the preparation and filing of continuation statements and for the reasonable costs incurred by the Trustee in the preparation and filing of all continuation statements hereunder, including attorneys' fees and expenses. These fees shall be considered "extraordinary services" fees.

Section 806. Inspection of Project Books. The City covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the Project shall at all times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

Section 807. Enforcement of Rights Under the Lease. The Trustee, as assignee, transferee, pledgee and owner of a security interest under this Indenture, in its name or in the name of the City, may enforce all assigned rights of the City and the Trustee and all obligations of the Developer under and pursuant to the Lease for and on behalf of the Owners, whether or not the City is in default hereunder.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default; Notice; Opportunity to Cure. If any of the following events occur, it is hereby defined as and declared to be and to constitute an “Event of Default”:

- (a) Default in the due and punctual payment of the principal of any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for redemption thereof;
- (b) Default in the due and punctual payment of the interest on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for redemption thereof;
- (c) Default as specified in **Section 12.1** of the Lease has occurred; or
- (d) Default in the performance, or breach, of any other covenant or agreement under this Indenture.

No default specified above shall constitute an Event of Default until (1) the City, the Trustee or the Owners of 25% in aggregate principal amount of all Bonds Outstanding has given actual notice of such default by registered or certified mail or recognized overnight delivery service to the Developer and the Lender and (2) the Developer and the Lender have had 30 days after receipt of such notice to correct said default or cause said default to be corrected and have not corrected said default or caused said default to be corrected within such period; provided, however, if any such default (other than a default in the payment of any money) is such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Developer, the Lender or the City, as the case may be, within such period and diligently pursued until the default is corrected. Nothing herein shall constitute an obligation of the Lender to cure any defaults hereunder.

Section 902. Acceleration of Maturity in Event of Default.

(a) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, the Trustee may, and upon the written request of the City or the Owners of not less than 25% in aggregate principal amount of Bonds then-Outstanding, shall, by notice in writing delivered to the City, the Lender and the Developer, declare the principal of all Bonds then-Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest and all other amounts due hereunder shall thereupon become and be immediately due and payable.

(b) If, at any time after such declaration, but before the Bonds have matured by their terms, all overdue installments of principal and interest upon the Bonds, together with the reasonable and proper expenses of the Trustee, and all other sums then payable by the City under this Indenture are either paid or provisions satisfactory to the Trustee are made for such payment, then and in every such case the Trustee shall, but only with the approval of a majority of the Owners of the Bonds then-Outstanding, rescind such declaration and annul such default in its entirety. In such event, the Trustee shall rescind any

declaration of acceleration of installments of rent payments on the Bonds as provided in **Section 11.1** of the Lease.

(c) In case of any rescission, then and in every such case the City, the Trustee, the Developer and the Owners shall be restored to their former positions and rights hereunder respectively, but no such rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and including the rights and the position of the City under the Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements. The Trustee may lease the Project or any part thereof, in the name and for the account of the City, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof, pay and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including without limitation (a) reasonable compensation to the Trustee, its agents and counsel, (b) any reasonable charges of the Trustee hereunder, (c) any taxes and assessments and other charges before the lien of this Indenture, (d) all expenses of such repairs and improvements and (e) any amounts payable under the Redevelopment Agreement. The Trustee shall apply the remainder of the moneys so received in accordance with the provisions of **Section 908**. Whenever all that is due upon the Bonds has been paid and all defaults cured, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default. While in possession of such property, the Trustee shall render annually to the City and the Developer a summarized statement of receipts and expenditures in connection therewith.

Section 904. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate or any part thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 905. Exercise of Remedies by the Trustee.

(a) Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then-Outstanding and all other amounts due hereunder, and to enforce and compel the performance of the duties and obligations of the City or the Developer as herein set forth or as set forth in the Lease, respectively.

(b) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and if requested in writing to do so by (1) the City (in the case of an Event of Default pursuant to **Section 12.1(a)** (but only as it relates to Additional Rent), **(b)** (but only as it relates to Unassigned Rights), **(c)** or **(d)** of the Lease), or (2) the Owners of 25% in aggregate principal amount of Bonds then-Outstanding and indemnified as provided in **Section 1001(l)**, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee,

being advised by counsel, shall deem most expedient and in the interests of the City or the Owners, as the case may be.

(c) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without necessity of joining as plaintiffs or defendants any Owners, and any recovery of judgment shall, subject to the provisions of **Section 908**, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 906. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in **Section 1001(h)** or of which by said subsection the Trustee is deemed to have notice, (b) such default has become an Event of Default, (c) the Owners of 25% in aggregate principal amount of Bonds then-Outstanding have made written request to the Trustee, have offered it reasonable opportunity either to proceed for such reasonable period not to exceed 60 days following such notice and to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and have offered to the Trustee indemnity as provided in **Section 1001(l)**, and (d) the Trustee thereafter fails or refuses to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then-Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the City to pay the principal of and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Bonds expressed.

Section 907. Right of Owners to Direct Proceedings.

(a) The Owners of a majority in aggregate principal amount of Bonds then-Outstanding may, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, including **Section 1001(l)**.

(b) Notwithstanding any provision in this Indenture to the contrary, including paragraph (a) of this Section, the Owners shall not have the right to control or direct any remedies hereunder upon an Event of Default under **Section 12.1(a)** (but only as it relates to Additional Rent), **(b)** (but only as it relates to Unassigned Rights), **(c)** or **(d)** of the Lease.

Section 908. Application of Moneys in Event of Default.

(a) All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall be applied first to the costs and expenses of the proceedings resulting in the collection of such moneys and to the fees, expenses, liabilities and advances incurred or made by the Trustee (including any attorneys' fees and expenses) or amounts to be paid pursuant to **Section 903** and second to any obligations outstanding under the Lease and the Redevelopment Agreement. Any remaining moneys shall be deposited in the Bond Fund, and all moneys in the Bond Fund shall be applied as follows:

(1) Unless the principal of all the Bonds has become or has been declared due and payable, all such moneys shall be applied:

FIRST -- To the payment to the Persons entitled thereto of all installments of interest, if any, then due and payable on the Bonds, in the order in which such installments of interest became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment, ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege;

SECOND -- To the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which have become due and payable (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment, ratably, according to the amount of principal due on such date, to the Persons entitled thereto, without any discrimination or privilege.

(2) If the principal of all the Bonds has become due or has been declared due and payable, all such moneys shall be applied to the payment of the principal and interest, if any, then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto, without any discrimination or privilege.

(3) If the principal of all the Bonds has been declared due and payable, and if such declaration thereafter has been rescinded and annulled under the provisions of **Section 910**, then, subject to the provisions of subsection (2) of this Section, if the principal of all the Bonds later becomes due or is declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (1) of this Section.

(b) Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be a Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue.

(c) Whenever all of the Bonds and interest thereon, if any, have been paid under the provisions of this Section, and all fees, expenses and charges of the City and the Trustee and any other amounts required to be paid under this Indenture and the Lease have been paid (including any amounts payable under the Redevelopment Agreement), any balance remaining in the Bond Fund shall be paid to the Developer as provided in **Section 602**.

Section 909. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then and in every such case the City, the Developer, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 910. Waivers of Events of Default. The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on the Bonds, but only upon the written request of the Owners of at least 50% in aggregate principal amount of all the Bonds then-Outstanding, provided, however, that (a) there shall not be waived without the consent of the City an Event of Default hereunder arising from an Event of Default under **Section 12.1(a)** (but only as it relates to Additional Rent), **(b)** (but only as it relates to Unassigned Rights), **(c)** or **(d)** of the Lease, and (b) there shall not be waived without the consent of the Owners of all the Bonds Outstanding (1) any Event of Default in the payment of the principal of any Outstanding Bonds when due (whether at the date of maturity or redemption specified therein), or (2) any Event of Default in the payment when due of the interest on any such Bonds, unless before such waiver or rescission, all arrears of interest, or all arrears of payments of principal when due, as the case may be, and all reasonable expenses of the Trustee and the City (including reasonable attorneys' fees and expenses), in connection with such default, have been paid or provided for. In case of any such waiver or rescission, or in case any proceedings taken by the Trustee on account of any such default have been discontinued or abandoned or determined adversely, then and in every such case the City, the Developer, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, before the occurrence of an Event of Default and after the curing or waiver of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, subject to **Section 1001(I)** below, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent Person would exercise or use under the circumstances in the conduct of its own affairs.

(b) The Trustee undertakes to perform such duties as are specifically set forth in this Indenture, and in the absence of bad faith, negligence or willful misconduct on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act or its own willful misconduct. The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, affiliates, attorneys or receivers and shall not be responsible for any misconduct or negligence on the part of any agent, attorney or receiver appointed or chosen by it with due care. The Trustee may conclusively rely upon and act or refrain from acting upon any opinion or advice of counsel, who may be counsel to the City or to the Developer, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel addressed to the City and the Trustee.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or except as provided in the Lease and particularly **Section 10.8** thereof, for the recording or rerecording, filing or refiling of this Indenture or any security agreement in connection therewith (excluding the continuation of Uniform Commercial Code financing statements), or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security for the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article VII**.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the Owner or pledgee of Bonds with the same rights that it would have if it were not the Trustee. The Trustee shall not be accountable for the use or application by the City or the Developer of the proceeds of any of the Bonds or of any money paid to or upon the order of the City or the Developer under any provision of this Indenture.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving

such authority or consent is an Owner, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established before taking, suffering or omitting any action hereunder, the Trustee may rely upon a certificate signed by the Authorized City Representative or the Authorized Developer Representative as sufficient evidence of the facts therein contained, and before the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to be made in **Article VI**, unless the Trustee is specifically notified in writing of such default by the City or by the Owners of at least 25% in aggregate principal amount of all Bonds then-Outstanding.

(i) At any and all reasonable times and subject to the Developer's reasonable and standard security procedures, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives may, but shall not be required to, inspect any and all of the Project, and all books, papers and records of the City pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired. The Trustee shall treat all proprietary information of the Developer as confidential.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of its trusts and powers hereunder or otherwise in respect of the Project.

(k) The Trustee may, but shall not be required to, demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property or the taking of any other action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any cash, the release of any property or the taking of any other action by the Trustee.

(l) Notwithstanding anything in this Indenture or the Lease to the contrary, before taking any action under this Indenture other than the payments from moneys on deposit in the Project Fund or the Bond Fund, as provided herein, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all costs and expenses (including, without limitation, attorneys' fees and expenses) to which it may be put and to protect it against all

liability which it may incur in or by reason of such action, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) Notwithstanding any other provision of this Indenture to the contrary, any provision relating to the conduct of, or intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to, the Trustee, shall be interpreted to include any action of the Trustee, whether it is deemed to be in its capacity as Trustee, bond registrar or Paying Agent.

(n) The Trustee agrees to accept and act on instructions or directions pursuant to this Indenture sent by the City or the Developer, as the case may be, by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the City or the Developer, respectively, shall provide to the Trustee an incumbency certificate listing designated Persons with the authority to provide such instructions, which incumbency certificate shall be amended whenever a Person is to be added or deleted from the listing. If the City or the Developer, as applicable, elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee acts upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City or the Developer, as applicable, agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(o) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(p) None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

Section 1002. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary expenses reasonably made or incurred by the Trustee in connection with such ordinary services. If it becomes necessary for the Trustee to perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are caused by the negligence or willful misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent for the Bonds. Pursuant to the provisions of **Section 5.2** of the Lease, the Developer has agreed to pay to the Trustee all reasonable fees, charges and expenses of the Trustee under this Indenture. The Trustee agrees that the City shall have no liability for any reasonable fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Developer for the payment of all reasonable fees, charges and expenses of the Trustee and any Paying Agent as provided in the Lease. Upon the occurrence of an Event of Default and

during its continuance, the Trustee shall have a lien with right of payment before payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing reasonable advances, fees, costs and expenses incurred. The Trustee's rights to compensation and indemnification shall survive its resignation or removal hereunder or the satisfaction and discharge of this Indenture and payment in full of the Bonds.

Section 1003. Notice to Owners if Default Occurs. If a default occurs of which the Trustee is by **Section 1001(h)** required to take notice or if notice of default is given as in said subsection (h) provided, then the Trustee shall give written notice thereof to the last known Owners of all Bonds then-Outstanding as shown by the bond registration books required by **Section 206** to be kept at the corporate trust office of the Trustee.

Section 1004. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners, the Trustee may intervene on behalf of Owners and, subject to the provisions of **Section 1001(l)**, shall do so if requested in writing by the Owners of at least 25% of the aggregate principal amount of Bonds then-Outstanding.

Section 1005. Successor Trustee Upon Merger, Consolidation or Sale. With the prior written consent of the Developer, any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 1006. Resignation of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City, the Developer and the Owners, and such resignation shall take effect at the end of such 30 days, or upon the earlier appointment of a successor Trustee by the Owners or by the City; provided, however, that in no event shall the resignation of the Trustee or any successor Trustee become effective until such time as a successor Trustee has been appointed and has accepted the appointment. If no successor has been appointed and accepted the appointment within 30 days after the giving of such notice of resignation, the Trustee, at the Developer's expense, may petition any court of competent jurisdiction for the appointment of a successor Trustee.

Section 1007. Removal of Trustee. The Trustee may be removed at any time, with or without cause, by an instrument or concurrent instruments in writing (a) delivered to the Trustee, the City and the Developer and signed by the Owners of a majority in aggregate principal amount of Bonds then-Outstanding, or (b) so long as no Event of Default under this Indenture or the Lease has occurred and is continuing, delivered to the Trustee, the City and the Owners and signed by the Developer.

Section 1008. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee (a) reasonably acceptable to the City may be appointed by the Developer (so long as no Event of Default has occurred and is continuing), or (b) reasonably acceptable to the City and the Developer may be appointed by the Owners of a majority in aggregate principal amount of Bonds then-Outstanding, by an instrument or

concurrent instruments in writing; provided, nevertheless, that in case of any vacancy, the City, by an instrument executed and signed by its Mayor or City Administrator and attested by its City Clerk under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed in the manner above provided. Any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed as provided above. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing and qualified to accept such trusts with a corporate trust office in the State, and having, or whose obligations are guaranteed by a financial institution having, a reported capital, surplus and undivided profits of not less than \$50,000,000. If no successor Trustee has been so appointed and accepted appointment in the manner herein provided, the Trustee, at the Developer's expense, or any Owner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor has been appointed as above provided.

Section 1009. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City and the Developer an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the duties and obligations of such predecessor hereunder shall thereafter cease and terminate; but such predecessor shall, nevertheless, on the written request of the City and upon payment of its outstanding fees and expenses, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any predecessor or successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Section 1010. Right of Trustee to Pay Taxes and Other Charges. If any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Lease, the Trustee may pay such tax, assessment, governmental or other charge or insurance premium, without prejudice, however, to any rights of the Trustee or the Owners hereunder arising in consequence of such failure; any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of 10% per annum, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it has been requested to do so by the Owners of at least 25% of the aggregate principal amount of Bonds then-Outstanding and has been provided adequate funds for the purpose of such payment.

Section 1011. Trust Estate May be Vested in Co-Trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Lease, and in particular in case of the enforcement of either this Indenture or the Lease upon the occurrence of an Event of Default or if the Trustee deems that by reason of any present or future law of any jurisdiction it cannot exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) If the Trustee appoints an additional individual or institution as a co-trustee or separate trustee (which appointment shall be subject to the approval of the Developer), each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the City be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to such co-trustee or separate trustee such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

(d) If any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 1012. Accounting. The Trustee shall render an annual accounting for the period ending December 31 of each year to the City, the Developer and to any Owner requesting the same and, upon the request of the City, the Developer or any Owner (at such Owner's expense), a monthly accounting to such party, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 1013. Performance of Duties Under the Lease. The Trustee hereby accepts and agrees to perform all duties and obligations specifically assigned to it under the Lease.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Not Requiring Consent of Owners. The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture, or to make any other change which, in the judgment of the Trustee, is not to the material prejudice of the Trustee or the Owners (provided the Trustee is entitled to receive and may conclusively rely upon an opinion of counsel in exercising such judgment);

(b) To grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or both of them;

(c) To more precisely identify any portion of the Project or to add additional property thereto;

(d) To conform the Indenture to amendments to the Lease made by the City and the Developer; or

(e) To subject to this Indenture additional revenues, properties or collateral.

Section 1102. Supplemental Indentures Requiring Consent of Owners.

(a) Exclusive of Supplemental Indentures covered by **Section 1101** and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Bonds then-Outstanding may, from time to time, anything contained in this Indenture to the contrary notwithstanding, consent to and approve the execution by the City and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that without the consent of the Owners of 100% of the principal amount of the Bonds then-Outstanding, nothing in this Section contained shall permit or be construed as permitting (1) an extension of the maturity or a shortening of the redemption date of the principal of or the interest, if any, on any Bond issued hereunder, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, if any, or (3) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (4) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture.

(b) If at the time the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed to each Owner as shown on the bond registration books required by **Section 206**. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing

of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1103. Developer's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article shall not become effective unless and until the Developer has consented in writing to the execution and delivery of such Supplemental Indenture. The Trustee shall cause notice of the proposed execution and delivery of any Supplemental Indenture (regardless of whether it affects the Developer's rights) together with a copy of the proposed Supplemental Indenture to be mailed to the Developer and each Financing Party of which the Trustee has received written notice at least 15 days before the proposed date of execution and delivery of the Supplemental Indenture. The Trustee acknowledges that it has been provided with the name and address of the Lender as more fully set forth in **Section 1404**.

Section 1104. Opinion of Counsel. In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee and the City shall receive, and, shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture and will, upon the execution and delivery thereof, be a valid and binding obligation of the City. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's rights, duties or immunities under this Indenture or otherwise.

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201. Supplemental Leases Not Requiring Consent of Owners. The City and the Trustee shall, without the consent of or notice to the Owners, consent to the execution of any Supplemental Lease or Supplemental Leases by the City and the Developer as may be required (a) by the provisions of the Lease and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease, (c) so as to more precisely identify the Project or add additional property thereto or (d) in connection with any other change therein which, in the judgment of the Trustee, does not materially and adversely affect the Trustee or security for the Owners (provided the Trustee is entitled to receive and may conclusively rely upon an opinion of counsel in exercising such judgment).

Section 1202. Supplemental Leases Requiring Consent of Owners. Except for Supplemental Leases as provided for in **Section 1201**, neither the City nor the Trustee shall consent to the execution of any Supplemental Lease or Supplemental Leases by the City or the Developer without the mailing of notice and the obtaining of the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding given and obtained as provided in **Section 1102**. If at any time the City and the Developer shall request the consent of the Trustee to any such proposed Supplemental Lease, the Trustee shall cause notice of such proposed Supplemental Lease to be mailed in the same manner as provided in **Section 1102** with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed Supplemental Lease and shall state that

copies of the same are on file in the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than 50% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Lease shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Developer or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1203. Opinion of Counsel. In executing or consenting to any Supplemental Lease permitted by this Article, the City and the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed to the Trustee and the City stating that the execution of such Supplemental Lease is authorized or permitted by the Lease and this Indenture and the applicable law and will upon the execution and delivery thereof be valid and binding obligations of the parties thereto.

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture.

(a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 1302**, and provision also made for paying all other sums payable hereunder and under the Lease and the Redevelopment Agreement, including the reasonable fees and expenses of the Trustee, the City and the Paying Agent to the date of retirement of the Bonds, then the right, title and interest of the Trustee in respect hereof shall thereupon cease, determine and be void. Thereupon, the Trustee shall cancel, discharge and release this Indenture and shall upon the written request of the City or the Developer execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City (subject to the City's obligations under **Section 11.2** of the Lease) any property at the time subject to this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid to the Developer under **Section 602** and except funds or securities in which such funds are invested held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) The City is hereby authorized to accept a certificate by the Trustee that the whole amount of the principal and interest, if any, so due and payable upon all of the Bonds then-Outstanding has been paid or such payment provided for in accordance with **Section 1302** as evidence of satisfaction of this Indenture, and upon receipt thereof shall cancel and erase the inscription of this Indenture from its records.

Section 1302. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal of and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) has been made or caused to be made in accordance with the terms thereof, or (2) has been provided for by depositing with the Trustee or other commercial bank or trust company having full trust powers and authorized to accept trusts in the

State in trust and irrevocably set aside exclusively for such payment (A) moneys sufficient to make such payment or (B) Government Securities maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment, or (3) has been provided for by surrendering the Bonds to the Trustee for cancellation. When the Bonds are deemed to be paid hereunder, as aforesaid, they shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed before the stated maturities thereof, no deposit under clause (2) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds which are to be redeemed before their respective stated maturities, proper notice of such redemption has been given in accordance with **Article III** or irrevocable instructions have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds shall be applied to and used solely for the payment of the particular Bonds, with respect to which such moneys and Government Securities have been so set aside in trust.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Owners.

(a) Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of ownership of a Bond) if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(1) The fact and date of the execution by any Person of any such instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(2) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the City maintained by the Trustee pursuant to **Section 206**.

(b) In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Developer shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded; provided, the foregoing provisions shall not be applicable if the Developer is the only Owner of the Bonds. Notwithstanding the foregoing, Bonds so

owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and the pledgee is not the Developer or any affiliate thereof. The parties hereto acknowledge that, as of the date of execution and delivery of this Indenture, the Lender is the pledgee of the Bonds and shall be deemed to be the sole holder of the Bonds for purposes of any request, demand, authorization, direction, notice, consent or waiver under this Indenture.

Section 1402. Limitation of Rights Under this Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, and the Owners, if any, any right, remedy or claim under or in respect of this Indenture, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Lender and the Owners, as herein provided.

Section 1403. Rights of Lender. The provisions set forth in this Indenture relating to the Lender shall apply for so long as the Lender is the registered owner or pledgee of the Bonds. Anything contained in this Indenture or the Lease to the contrary notwithstanding, the existence of all rights given to the Lender under this Indenture or the Lease with respect to the giving of consents or approvals or the directing of proceedings are expressly conditioned upon the Lender being the registered owner of the Bonds; provided, that this provision shall not in any way limit or affect the rights of the Lender as a bondowner, as subrogee assignee of a bondowner, or to otherwise be reimbursed and indemnified for its costs and expenses and other payment on or in connection with the Bonds, either by operation of law or at equity or by contract. The City and the Trustee agree that in addition to any other rights to assign the Bonds as set forth herein, the Developer may collaterally assign its interest in the Bonds to the Lender for the purpose of securing the Developer's obligations to the Lender in connection with the financing or refinancing of the Project. If a collateral assignment is made by the Developer, the City and the Trustee agree, at the expense of the Developer, to execute such consents, estoppels and other documents related thereto as the Lender shall reasonably request and in such form and with such terms as the City and the Trustee deem appropriate; provided, the Trustee has received indemnification from the Lender and the Developer as provided in subsection (l) of **Section 1001**, and provided further the Trustee shall be entitled to engage the advice of counsel, at the expense of the Developer, in executing any such documents, the Trustee shall have no obligation to execute any such document that affects the Trustee's rights, duties or immunities under this Indenture or otherwise, and any obligations of the Trustee under any such document must be in compliance with the regulatory requirements applicable to the Trustee.

Section 1404. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given or filed with the City, the Trustee, the Developer, the Lender or the Owners if the same is duly mailed, postage prepaid, sent by overnight delivery or other delivery service, as follows:

(a) To the City:

City of Osage Beach
1000 City Parkway
Osage Beach, Missouri 65065
Attn: City Administrator

with copies to:

City of Osage Beach
1000 City Parkway

Osage Beach, Missouri 65065
Attn: City Attorney

and

Gilmore & Bell, P.C.
One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102
Attn: Mark A. Spykerman, Esq.

(b) To the Trustee:

UMB Bank, N.A.
2 S. Broadway, Suite 600
St. Louis, Missouri 63102
Attn: Corporate Trust Department

(c) To the Developer:

Lakeport Village, LLC
4401 North Mesa
El Paso, Texas 79902
Attn: Jeffrey J. Tegethoff

with a copy to:

Husch Blackwell LLP
190 Carondelet Plaza, Suite 600
Clayton, Missouri 63105
Attn: David Richardson, Esq.

(d) To the Lender at such address as may be specified in writing by the Developer from time to time, together with a copy of the Fee Deed of Trust, of which the specified Lender is the beneficiary.

(e) To the Owners if the same is duly mailed by first-class, registered or certified mail addressed to each of the Owners of Bonds at the time Outstanding as shown by the bond registration books required by **Section 206** to be kept at the corporate trust office of the Trustee.

All notices given by certified or registered mail as aforesaid shall be deemed fully given as of the date they are so mailed, provided that any of the foregoing given to the Trustee shall be effective only upon receipt. All notices given by overnight delivery or other delivery service shall be deemed fully given as of the date when received. A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Trustee to the other shall also be given to the Developer and the Lender. The City, the Developer, the Lender and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1405. Severability. If any provision of this Indenture is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever.

Section 1406. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1407. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1408. Electronic Transaction. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1409. City Consent. Pursuant to the Ordinance, the Mayor and the City Administrator are authorized to execute all documents on behalf of the City (including documents pertaining to the transfer of property or the financing or refinancing of the Project by the Developer) as may be required to carry out and comply with the intent of the Ordinance, this Indenture, the Base Lease and the Lease. The Mayor and the City Administrator are also authorized, unless expressly prohibited herein, to grant on behalf of the City such consents, estoppels and waivers relating to the Bonds, this Indenture, the Base Lease, the Lease or the Redevelopment Agreement as may be requested during the term thereof; provided, such consents, estoppels and/or waivers shall not increase the principal amount of the Bonds, increase the term of the Lease or the economic incentives provided therein, waive an Event of Default or materially change the nature of the transaction unless otherwise approved by the Board of Aldermen.

Section 1410. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Trustee certifies it is not currently engaged in and shall not, for the duration of this Indenture, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel or (c) persons or entities doing business in the State of Israel.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City of Osage Beach, Missouri, has caused this Indenture to be signed in its name and behalf by its Mayor and the seal of the City to be hereunto affixed and attested by its City Clerk, and to evidence its acceptance of the trusts hereby created, UMB Bank, N.A. has caused this Indenture to be signed in its name and behalf by a duly authorized officer, all as of the date first above written.

CITY OF OSAGE BEACH, MISSOURI

(SEAL)

By: _____
Michael Harmison, Mayor

Attest:

Tara Berreth, City Clerk

[Trust Indenture]

UMB BANK, N.A., as Trustee

By: _____
Name: _____
Title: _____

[Trust Indenture]

EXHIBIT A

PROJECT SITE

The land situated in the County of Camden, State of Missouri, and described as follows:

Commencing at a 5/8" rebar marking the West Quarter corner of said Section; thence, South 89 Degrees, 04 Minutes, 27 Seconds East along the Quarter Section line of said Section, 537.27 feet to a set 1/2 inch rebar and the POINT OF BEGINNING; thence, leaving said Quarter Section line, South 27 Degrees, 51 Minutes, 54 Seconds East along the Easterly right of way of Jefferies Road, 9.10 feet to Centerline Station 180+80, and 16+20 on the Northerly right of way of US Highway 54; thence, leaving said Easterly right of way, North 89 Degrees, 51 Minutes, 02 Seconds East along said Northerly right of way, 100.29 feet to a set 1/2 inch rebar; thence, leaving said Northerly right of way, North 0 Degrees, 55 Minutes, 31 Seconds West along the Westerly line of a tract of land described by deed in Book 805, Page 905 in said Records of Camden County, 6.10 feet to a set 1/2 inch rebar; thence, leaving said westerly line, South 89 Degrees, 04 Minutes, 27 Seconds East along the Northerly line of said tract of land, and the Quarter Section line of said Section, 200.61 feet to a set 1/2 inch rebar; thence, leaving said Quarter Section line and said Northerly line, North 76 Degrees, 58 Minutes, 46 Seconds East along the Northerly right of way of US Highway 54, 70.00 feet to Centerline Station 177+30; thence, North 85 Degrees, 43 Minutes, 32 Seconds East, 131.53 feet to Centerline Station 176+00; thence, North 77 Degrees, 37 Minutes, 31 Seconds East, 25.93 feet to a set 1/2 inch rebar; thence, leaving said Northerly right of way along the approximate 662 contour along the following courses: North 8 Degrees, 40 Minutes, 02 Seconds East, 61.36 feet; thence, North 25 Degrees, 33 Minutes, 36 Second East, 18.15 feet; thence, North 37 Degrees, 57 Minutes, 49 Seconds East, 89.00 feet; thence, North 39 Degrees, 21 Minutes, 12 Seconds East, 19.22 feet; thence, North 32 Degrees, 08 Minutes, 52 Seconds East, 17.08 feet; thence, North 16 Degrees, 40 Minutes, 39 Seconds East, 37.22 feet; thence, North 17 Degrees, 15 Minutes, 18 Seconds East, 24.15 feet; thence, North 35 Degrees, 14 Minutes, 29 Seconds East, 10.43 feet; thence, North 32 Degrees, 43 Minutes, 40 Seconds East, 8.12 feet; thence, North 37 Degrees, 15 Minutes, 51 Seconds East, 6.57 feet; thence, North 16 Degrees, 44 Minutes, 12 Seconds East, 29.27 feet; thence, North 17 Degrees, 09 Minutes, 28 Seconds East, 32.03 feet; thence, North 3 Degrees, 14 Minutes, 48 Seconds East, 23.08 feet; thence, North 44 Degrees, 07 Minutes, 28 Seconds West, 87.88 feet; thence, North 58 Degrees, 01 Minutes, 21 Seconds West, 19.80 feet; thence, North 66 Degrees, 28 Minutes, 23 Seconds West, 14.63 feet; thence, North 60 Degrees, 02 Minutes, 33 Seconds West, 15.31 feet; thence, North 72 Degrees, 37 Minutes, 16 Seconds West, 29.79 feet; thence, North 63 Degrees, 08 Minutes, 35 Seconds West, 27.55 feet; thence, North 72 Degrees, 52 Minutes, 41 Seconds West, 127.47 feet; thence, North 85 Degrees, 45 Minutes, 12 Seconds West, 37.59 feet; thence, South 87 Degrees, 36 Minutes, 06 Seconds West, 14.64 feet; thence, North 72 Degrees, 10 Minutes, 11 Seconds West, 23.40 feet; thence, North 81 Degrees, 51 Minutes, 22 Seconds West, 42.78 feet; thence, North 81 Degrees, 09 Minutes, 41 Seconds West, 46.49 feet; thence, South 88 Degrees, 15 Minutes, 53 Seconds West, 30.13 feet; thence, South 69 Degrees, 02 Minutes, 08 Seconds West, 11.98 feet; thence, North 70 Degrees, 54 Minutes, 14 Seconds West, 31.08 feet; thence, North 2 Degrees, 54 Minutes, 17 Seconds West, 67.81 feet to a set 1/2 inch rebar; thence, leaving said 662 Contour, along the centerline of a Twenty-two foot (22') wide Easement, North 39 Degrees, 25 Minutes, 07 Seconds West, 81.75 feet; thence, North 10 Degrees, 11 Minutes, 17 Seconds West, 25.90 feet; thence, North 8 Degrees, 00 Minutes, 42 Seconds West, 222.33 feet to a set 1/2 inch rebar on the centerline of Lakewood Circle; thence, leaving said Easement, along said Centerline, along the following courses, South 53 Degrees, 27 Minutes, 37 Seconds East, 210.00 feet to a set 1/2 inch rebar; thence, North 86 Degrees, 22 Minutes, 23 Seconds East, 70.00 feet; thence, North 72 Degrees, 32 Minutes, 23 Seconds East, 360.00 feet to a set 1/2 inch rebar; thence, leaving said Centerline, South 85 Degrees, 02 Minutes, 37 Seconds East, 182.82 feet to a set 1/2 inch rebar on the approximate 662 Contour; thence, following along said 662 Contour along the following courses: North 60 Degrees, 10 Minutes, 11 Seconds East, 70.64 feet; thence, North 60 Degrees, 10 Minutes, 11 Seconds East, 63.64 feet; thence, North 85 Degrees,

34 Minutes, 36 Seconds East, 11.08 feet; thence, North 40 Degrees, 33 Minutes, 37 Seconds East, 31.89 feet; thence, North 40 Degrees, 38 Minutes, 40 Seconds East, 25.06 feet; thence, North 80 Degrees, 22 Minutes, 40 Seconds East, 4.32 feet; thence, North 36 Degrees, 43 Minutes, 32 Seconds East, 10.22 feet; thence, North 83 Degrees, 42 Minutes, 02 Seconds East, 10.90 feet; thence, North 38 Degrees, 50 Minutes 21 Seconds East, 15.68 feet; thence, North 5 Degrees, 58 Minutes, 08 Seconds West, 15.65 feet; thence, North 51 Degrees, 17 Minutes, 40 Seconds East, 7.39 feet; thence, North 15 Degrees, 10 Minutes, 18 Seconds East, 53.32 feet; thence, North 3 Degrees, 10 Minutes, 46 Seconds East, 38.06 feet; thence, North 23 Degrees, 46 Minutes, 19 Seconds West, 57.61 feet; thence, North 43 Degrees, 28 Minutes, 49 Seconds West, 62.72 feet; thence, North 64 Degrees, 49 Minutes, 24 Seconds West, 24.23 feet; thence, North 47 Degrees, 55 Minutes, 41 Seconds West, 39.14 feet; thence, North 80 Degrees, 20 Minutes, 43 Seconds West, 40.88 feet; thence, North 80 Degrees, 07 Minutes, 53 Seconds West, 20.62 feet; thence, North 60 Degrees, 10 Minutes, 20 Seconds West, 19.29 feet; thence, North 74 Degrees, 01 Minutes, 02 Seconds West, 21.79 feet; thence, North 81 Degrees, 28 Minutes, 44 Seconds West, 43.91 feet; thence, North 89 Degrees, 17 Minutes, 05 Seconds West, 170.25 feet; thence, South 70 Degrees, 21 Minutes, 22 Seconds West, 20.37 feet; thence, North 85 Degrees, 59 Minutes, 01 Seconds West, 39.22 feet; thence, North 89 Degrees, 02 Minutes, 53 Seconds West, 44.58 feet; thence, South 85 Degrees, 21 Minutes, 05 Seconds West, 88.17 feet; thence, North 81 Degrees, 22 Minutes, 42 Seconds West, 81.76 feet; thence, North 73 Degrees, 09 Minutes, 05 Seconds West, 40.55 feet; thence, North 84 Degrees, 24 Minutes, 54 Seconds West, 45.73 feet to a set 1/2 inch rebar; thence, leaving said 662 Contour, South 53 Degrees, 04 Minutes, 13 Seconds West, 78.10 feet to a 1/2 inch rebar; thence, North 89 Degrees, 20 Minutes, 05 Seconds West along the Southerly line of a tract of land described by deed in Book 865, Page 402 in said Records of Camden County, 144.85 feet; thence, leaving said Southerly line, North 89 Degrees, 07 Minutes, 56 Seconds West along the Southerly line of a tract of land described by deed in Book 366, Page 647 in said Records of Camden County, 140.39 feet to a 1/2 inch rebar on the Easterly right of way of Jefferies Road; thence, leaving said Southerly line along the following courses: South 9 Degrees, 52 Minutes, 22 Seconds West, 341.59 feet; thence, South 8 Degrees, 10 Minutes, 03 Seconds West, 100.06 feet on the Centerline Lakewood Circle; thence, continuing along said Easterly right of way, South 8 Degrees, 10 Minutes, 03 Seconds West, 251.96 feet; thence, on a curve to the left 177.76 feet, with a radius of 407.78 feet, and a chord direction of South 6 Degrees, 39 Minutes, 26 Seconds East, 176.36 feet, Thence, South 19 Degrees, 51 Minutes, 11 Seconds East, 374.60 feet to a 1/2 inch rebar; thence, North 71 Degrees, 53 Minutes, 00 Seconds East, 10.00 feet to a 1/2 inch rebar; thence, South 27 Degrees, 51 Minutes, 54 Seconds East, 71.35 feet to the POINT OF BEGINNING.

Goodin's Sub-Division:

Tract of land situated in the Northeast Quarter of Section II, Township 39 North, Range 16 West

Lakewood Condominium:

Tract "A" of Goodin's sub-division, a subdivision of record in Camden County, Missouri, filed in the Office of Recorder, in Plat Book 2 at Page 82. Said tract of land further described as being a part of the South half of the Northeast Quarter of Section II, Township 39 North, Range 16 West.

Lakewood Resort Condominium, Phase II:

The Part of Tract "A" of Goodin's Subdivision, a Subdivision of Record in Plat Book 2 at Page 82 in the Office of the Recorded in Camden County, Missouri, said tract of land further described as follows:

From the Southwest Corner of said Tract "A," being also a Point on the Centerline of a Road as Shown on the Recorded Plat, Run Along the Centerline of Road North 07 Degree 55 Minutes East 215.0 Feet to an Intersection with the Centerline of a 25.0 Foot Wide Road to the Right; Thence Along the Centerline of said Road to the Right North 50 Degree 50 Minutes East 145.0 Feet; Thence North 78 Degrees 40 Minutes East 140.0 Feet; Thence South 53 Degrees 40 Minutes East 165.0 Feet; Thence Leaving the Road Centerline South 17 Degree 40 Minutes East 99.62 Feet for the Point of Beginning; Thence

Continue South 17 Degrees 40 Minutes East 62.19 Feet; Thence South 84 Degrees 22 Minutes 02 Seconds West 9.31 Feet; Thence South 77 Degrees 30 Minutes 48 Seconds West 17.22 Feet; Thence South 73 Degrees 25 Minutes 06 Seconds West 14.39 Feet; Thence North 30 Degrees 14 Minutes 19 Seconds West 81.31 Feet; Thence North 87 Degrees 03 Minutes 20 Seconds East 83.16 Feet to the Place of Beginning.

Lakewood Resort Condominium, Phase II, First Addition:

The Part of Tract "A" of Goodin's Subdivision, a Subdivision of Record in Plat Book 2 at Page 82 in the Office of the Recorded in Camden County, Missouri, said tract of land further described as follows:

From the Southwest Corner of said Tract "A," being also a Point on the Centerline of a Road as Shown on the Recorded Plat, Run Along the Centerline of Road North 07 Degree 55 Minutes East 215.0 Feet to an Intersection with the Centerline of a 25.0 Foot Wide Road to the Right; Thence Along the Centerline of said Road to the Right North 50 Degree 50 Minutes East 145.0 Feet; Thence North 78 Degrees 40 Minutes East 140.0 Feet; Thence South 53 Degrees 40 Minutes East 165.0 Feet; Thence Leaving the Road Centerline South 87 Degrees 03 Minutes 20 Seconds West 54.85 Feet; Thence South 10 Degrees 24 Minutes 40 Seconds East (South 10 Degrees 20 Minutes East-Deed) 25.90 Feet; Thence South 39 Degree 34 Minutes 30 Seconds East (South 39 Degrees 30 Minutes East-Deed) 81.75 Feet; Thence North 50 Degrees 31 Minutes 30 Seconds East 11.44 Feet; Thence North 56 Degrees 21 Minutes 50 Seconds East 750 Feet; Thence North 68 Degrees 03 Minutes 16 Seconds East 25.74 Feet; Thence North 30 Degrees 14 Minutes 19 Seconds West 81.31 Feet to the Point of Beginning.

EXHIBIT B

FORM OF BONDS

***THIS BOND OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR
NEGOTIATED ONLY AS PROVIDED IN THE HEREIN-DESCRIBED INDENTURE.***

No. 1

**Not to Exceed
\$360,000,000**

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**CITY OF OSAGE BEACH, MISSOURI
TAXABLE INDUSTRIAL REVENUE BOND
(LAKEPORT VILLAGE PROJECT)
SERIES 2023**

Interest Rate

5.0%

Maturity Date

Completion Date¹

Dated Date

_____, 2023

OWNER:

MAXIMUM PRINCIPAL AMOUNT:

**THREE HUNDRED SIXTY MILLION
DOLLARS**

The **CITY OF OSAGE BEACH, MISSOURI**, a fourth-class city organized and existing under the laws of the State of Missouri (the “City”), for value received, promises to pay, but solely from the source hereinafter referred to, to the Owner named above, or registered assigns thereof, on the Maturity Date shown above, the principal amount shown above, or such lesser amount as may be outstanding hereunder as reflected on **Schedule I** hereto held by the Trustee as provided in the hereinafter referred to Indenture. The City agrees to pay such principal amount to the Owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and in like manner to pay to the Owner hereof, either by check or draft mailed to the Owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by wire transfer to an account in a commercial bank or savings institution located in the United States. Interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the per annum Interest Rate stated above shall be payable in arrears on each December 1, commencing on December 1, 2023, and continuing thereafter until the earlier of the date on which said Cumulative Outstanding Principal Amount is paid in full or the Maturity Date. Interest on each advancement of the

¹ “Completion Date” means the date of execution of the certificate required by **Section 4.5** of the herein-defined Lease and **Section 504** of the herein-defined Indenture, which shall be deemed executed and filed on December 31, 2026 if not actually executed and filed by such date, except as otherwise provided in **Section 4.5** of the Lease, including an extension to December 31, 2027 in the event of a Permitted Excuse (as defined in the Lease).

principal amount of this Bond shall accrue from the date that such advancement is made, computed on the basis of a year of 360 days consisting of 12 months of 30 days each.

As used herein, the term “Cumulative Outstanding Principal Amount” means all Bonds outstanding under the terms of the hereinafter-defined Indenture, as reflected on **Schedule I** hereto maintained by the Trustee.

THIS BOND is one of a duly authorized series of Bonds of the City designated the “City of Osage Beach, Missouri, Taxable Industrial Revenue Bonds (Lakeport Village Project), Series 2023,” in the maximum aggregate principal amount of \$360,000,000 (the “Bonds”), to be issued for the purpose of acquiring a leasehold interest in approximately 24 acres of real property located at the northeast corner of Jefferies Road and U.S. Route 54 in the City (the “Project Site”) and constructing thereon a family-friendly resort and entertainment district (the “Project Improvements”). The City will lease the Project Site and the Project Improvements (collectively, the “Project”) to Lakeport Village, LLC, a Missouri limited liability company (the “Developer”), under the terms of a Lease Agreement dated as of [*Date*], 2023 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Lease”), between the City and the Developer, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and the statutes of the State of Missouri, including particularly the Act, and pursuant to proceedings duly had by the Board of Aldermen.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of [*Date*], 2023 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Indenture”), between the City and UMB Bank, N.A., as trustee (the “Trustee”). *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Trustee and the Owners, and the terms upon which the Bonds are issued and secured.

THE BONDS are subject to redemption and payment at any time before the stated maturity thereof, at the option of the City, upon written instructions from the Developer, (1) in whole, if the Developer exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Developer prepays additional Basic Rent pursuant to the Lease; provided, however, if only a portion of the Bonds are to be redeemed, Bonds aggregating at least 10% of the maximum principal amount of Bonds authorized under the Indenture shall not be subject to redemption and payment before the stated maturity thereof. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

THE BONDS are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Section 9.1(f)** or **9.2(c)** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided in the Indenture. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice

of redemption to the Owners pursuant to this paragraph, money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

If the Bonds are to be called for optional redemption, the Developer shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds at least 40 days (10 days if there is one Owner) before the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if there is one Owner) before the scheduled redemption date by first-class mail (or facsimile or other electronic communication if there is one Owner) stating the date upon which the Bonds will be redeemed and paid.

THE BONDS, including the interest thereon, are special obligations of the City and are payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease and not from any other fund or source of the City, and are secured by a pledge and assignment of the Project and of such rents, revenues and receipts, including all rentals and other amounts to be received by the City under and pursuant to the Lease, all as provided in the Indenture. The Bonds do not constitute a general obligation of the City or the State of Missouri, and neither the City nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and are not payable in any manner by taxation. Pursuant to the provisions of the Lease, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bonds are to be paid by the Developer directly to the Trustee for the account of the City and deposited in a special fund created by the City and designated the “City of Osage Beach, Missouri, Series 2023 Bond Fund – Lakeport Village Project.”

THE OWNER of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then-Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

THIS BOND is transferable, as provided in the Indenture, only upon the books of the City kept for that purpose at the above-mentioned office of the Trustee by the Owner hereof in person or by such Owner’s duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer reasonably satisfactory to the Trustee duly executed by the Owner or such Owner’s duly authorized attorney, and thereupon a new fully-registered Bond or Bonds, in an aggregate principal amount equal to the Outstanding principal amount of this Bond, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City, the Trustee and any Paying Agent may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THE BONDS are issuable in the form of one fully-registered Bond in the maximum principal amount of \$360,000,000.

THIS BOND shall not be valid or become obligatory for any purposes or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon has been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Missouri.

IN WITNESS WHEREOF, the City of Osage Beach, Missouri, has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereto or imprinted hereon.

CITY OF OSAGE BEACH, MISSOURI

(SEAL)

By: _____
Michael Harmison, Mayor

Attest:

Tara Berreth, City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is the Taxable Industrial Revenue Bond (Lakeport Village Project), Series 2023, described in the Indenture. The effective date of registration of this Bond is set forth below.

UMB BANK, N.A., as Trustee

Date

By: _____
Authorized Signatory

SCHEDULE I

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT				
CITY OF OSAGE BEACH, MISSOURI				
TAXABLE INDUSTRIAL REVENUE BOND				
(LAKEPORT VILLAGE PROJECT)				
SERIES 2023				
Bond No. 1				
Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

FORM OF ASSIGNMENT

(NOTE RESTRICTIONS ON TRANSFERS)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Typewrite Name, Address and Social Security or
other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept by the Trustee for the registration and transfer of Bonds, with full power of substitution in the premises.

Dated: _____.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

EXHIBIT C

FORM OF REPRESENTATION LETTER

City of Osage Beach
1000 City Parkway
Osage Beach, Missouri 65065
Attn: City Administrator

UMB Bank, N.A., as Trustee
2 S. Broadway, Suite 600
St. Louis, Missouri 63102
Attn: Corporate Trust Department

Re: \$360,000,000 Maximum Principal Amount of Taxable Industrial Revenue Bonds
(Lakeport Village Project), Series 2023 of the City of Osage Beach, Missouri

Ladies and Gentlemen:

In connection with the purchase of the above-referenced bonds (the “Bonds”), the undersigned purchaser of the Bonds hereby represents, warrants and agrees as follows:

1. The undersigned fully understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of [*Date*], 2023 (the “Indenture”), between the City of Osage Beach, Missouri (the “City”), and UMB Bank, N.A., as trustee (the “Trustee”), and (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project (as defined in the Indenture) to Lakeport Village, LLC, a Missouri limited liability company (the “Developer”), under a Lease Agreement dated as of [*Date*], 2023 (the “Lease”), between the City and the Developer, with certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds. *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

2. The undersigned understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

3. The undersigned agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture and, if requested by the City, upon receipt of an opinion of counsel reasonably acceptable to the City, the Developer and the purchaser that all registration and disclosure requirements of the Securities and Exchange Commission and all other appropriate federal and Missouri securities laws and the securities law of any other applicable state are complied with.

4. The Developer has (a) furnished to the undersigned such information about itself as the undersigned deems necessary in order for it to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to the undersigned, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional

information which it has requested. [*Delete this paragraph if the Developer is the Purchaser of the Bonds.*]

5. The undersigned is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Developer and fully aware of the terms and risks of the Bonds. [*Delete previous sentence if the Developer is the Purchaser of the Bonds.*] The undersigned believes that the Bonds which it is acquiring is a security of the kind that it wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

6. The undersigned is fully aware of and satisfied with (a) the current status of the title to the Project and any issues related thereto and (b) the terms, amounts and providers of the insurance maintained pursuant to **Article VII** of the Lease, and the undersigned is purchasing the Bonds with full knowledge of such matters.

7. The undersigned understands and agrees that the interest on the Bonds *is* subject to federal and state income taxation.

8. The undersigned hereby directs the Trustee to hold the Bonds in trust pursuant to **Section 204(c)** of the Indenture.

9. The undersigned is (a) the lessee under the Lease, (b) an affiliate of the lessee under the Lease, (c) the Lender, (d) a “qualified institutional buyer” under Rule 144A promulgated under the Securities Act of 1933, or (e) any general business corporation or enterprise with total assets in excess of \$100,000,000.

Dated: _____, 20__

[PURCHASER OF BONDS]

By: _____
Name: _____
Title: _____

Exhibit E

\$360,000,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF OSAGE BEACH, MISSOURI
TAXABLE INDUSTRIAL REVENUE BONDS
(LAKEPORT VILLAGE PROJECT)
SERIES 2023

Dated as of [*Date*], 2023

BOND PURCHASE AGREEMENT

Honorable Mayor and Board of Aldermen
Osage Beach, Missouri

On the basis of the representations and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, Lakeport Village, LLC, a Missouri limited liability company (the “Purchaser”), offers to purchase from the City of Osage Beach, Missouri (the “City”), the above-referenced bonds (the “Bonds”), to be issued by the City under and pursuant to Ordinance No. 23.____ adopted by the Board of Aldermen of the City on May 18, 2023 (the “Ordinance”), and a Trust Indenture dated as of [*Date*], 2023 (the “Indenture”) by and between the City and UMB Bank, N.A., as trustee (the “Trustee”). *Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.*

SECTION 1. REPRESENTATIONS AND AGREEMENTS

(a) By the City’s acceptance hereof, the City hereby represents to the Purchaser that:

(1) The City is a fourth-class city and incorporated political subdivision of the State of Missouri duly organized and validly existing under the laws of the State of Missouri. The City is authorized pursuant to the Constitution, the laws of the State of Missouri and the ordinances, orders and resolutions of the City, and all necessary action has been taken, to authorize, issue and deliver the Bonds and to consummate all transactions contemplated by the Ordinance, this Bond Purchase Agreement, the Indenture, the Base Lease dated as of [*Date*], 2023 (the “Base Lease”) by and between the City and the Purchaser, the Lease Agreement dated as of [*Date*], 2023 (the “Lease”) by and between the City and the Purchaser, the Redevelopment Agreement dated as of [*Date*], 2023 (the “Redevelopment Agreement”) by and between the City and the Purchaser, and any and all other agreements relating thereto. The proceeds of the Bonds shall be used for the purpose of acquiring a leasehold interest in the Project Site, constructing the Project Improvements and paying the costs incurred in connection with the issuance of the Bonds.

(2) There is no controversy, suit or other proceeding of any kind pending or, to the City’s actual knowledge, threatened wherein or whereby any question is raised or may be raised,

questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act leading up to the issuance of the Bonds, or the constitutionality or validity of the obligations represented by the Bonds or the validity of the Bonds, the Ordinance, the Base Lease, the Lease, the Indenture, the Redevelopment Agreement or this Bond Purchase Agreement.

(b) The Purchaser represents as follows:

(1) *Organization.* The Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri.

(2) *No Conflict or Breach.* The execution, delivery and performance of this Bond Purchase Agreement by the Purchaser have been duly authorized by all necessary action of the Purchaser and do not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any law, court or administrative regulation, decree or order applicable to or binding upon the Purchaser, or, to the best of its knowledge, any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound.

(3) *Document Legal, Valid and Binding.* When executed and delivered by the Purchaser, this Bond Purchase Agreement will be, and is, a legal, valid and binding obligation, enforceable in accordance with its terms, subject, as to enforcement, to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and further subject to the availability of equitable remedies. The Person executing this Bond Purchase Agreement on behalf of the Purchaser has been duly authorized to execute this Bond Purchase Agreement.

(4) *Purchaser's Certificates.* Any certificate signed by an authorized officer or agent of the Purchaser and delivered to the City shall be deemed a representation and warranty by the Purchaser to the City as to the statements made therein.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS

On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions set forth herein and in the Indenture, the Purchaser agrees to purchase from the City and the City agrees to sell to the Purchaser the Bonds on the terms and conditions set forth herein.

The Bonds shall be sold to the Purchaser by the City on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined), which amount shall be applied as provided in the Indenture and the Lease. From time to time after the Closing Date, the Purchaser shall make additional payments with respect to the Bonds ("Additional Payments") to the Trustee under the Indenture, which Additional Payments shall be applied to the payment or reimbursement of Project Costs or as provided in the Indenture and the Lease; provided that the sum of the Closing Price and all such Additional Payments shall not, in the aggregate, exceed \$360,000,000 plus the costs of issuance of the Bonds (if such costs of issuance are not paid with Bond proceeds).

As used herein, the term "Closing Date" shall mean _____, 2023, or such other date as shall be mutually agreed upon by the City and the Purchaser; the term "Closing Price" shall mean the

amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date, which amount shall be equal to (a) any Project Costs spent by the Purchaser from its own funds on or before the Closing Date, and, at the Purchaser's option, the costs of issuance of the Bonds if such costs are not paid for from Bond proceeds, or (b) the aggregate principal amount of the Bonds, if all of the proceeds of the Bonds are being transferred to the Trustee on the Closing Date.

The Bonds shall be issued under and secured as provided in the Ordinance and the Indenture and the Lease authorized thereby, and the Bonds shall have the maturity date and interest rate and shall be subject to redemption as set forth therein. The delivery of the Bonds shall be made in definitive form as a fully-registered bond in the maximum aggregate principal denomination of \$360,000,000; provided, that the principal amount of the Bonds Outstanding at any time shall be that amount recorded in the records of the Trustee, absent manifest error, and further provided that interest on the Bonds shall be payable only on the Outstanding principal amount of the Bonds, as more fully provided in the Indenture.

SECTION 3. CONDITIONS TO THE OBLIGATIONS

The obligations hereunder shall be subject to the due performance by the parties of the obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy of and compliance with the representations contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions:

(a) There shall be delivered to the Purchaser on or prior to the Closing Date a duly certified copy of the Ordinance, the Indenture, the Base Lease, the Lease, the Redevelopment Agreement, this Bond Purchase Agreement and any other instrument contemplated thereby, and such documents shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the Purchaser.

(b) The City shall confirm on the Closing Date by a certificate that at and as of the Closing Date the City has taken all action necessary to issue the Bonds and that there is no controversy, suit or other proceeding of any kind pending or, to its knowledge, threatened against the City wherein any question is raised affecting in any way the legal organization of the City, or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Bonds, or the constitutionality or validity of the obligations represented by the Bonds or the validity of the Bonds or any proceedings in relation to the issuance or sale thereof.

(c) The Purchaser shall execute a certificate, dated the Closing Date, to the effect that (1) no litigation, proceeding or investigation is pending against the Purchaser or its affiliates or, to the knowledge of the Purchaser, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Bonds, or (B) in any way contest the corporate existence or powers of the Purchaser, (2) no litigation, proceeding or investigation is pending or, to the knowledge of the Purchaser, threatened against the Purchaser that could reasonably be expected to adversely affect its ability to perform its obligations hereunder or under the Base Lease, the Lease or the Redevelopment Agreement, (3) the representations and warranties of the Purchaser herein were and are true and correct in all material respects and not misleading as of the date made and as of the Closing Date, and (4) such other matters as are reasonably requested by the other parties in connection with the issuance of the Bonds.

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser may cancel its obligation hereunder to purchase the Bonds by notifying the City in writing at or before the Closing Date.

SECTION 5. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All of the representations and agreements by either party shall remain operative and in full force and effect and shall survive delivery of the Bonds to the Purchaser.

SECTION 6. NOTICE

Any notice or other communication to be given under this Bond Purchase Agreement may be given in writing by mailing or delivering the same as follows:

(a) To the City:

City of Osage Beach
1000 City Parkway
Osage Beach, Missouri 65065
Attn: City Administrator

with copies to:

City of Osage Beach
1000 City Parkway
Osage Beach, Missouri 65065
Attn: City Attorney

and

Gilmore & Bell, P.C.
One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102
Attn: Mark A. Spykerman, Esq.

(b) To the Trustee:

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attn: Corporate Trust Department

(c) To the Purchaser:

Lakeport Village, LLC
4401 North Mesa
El Paso, Texas 79902
Attn: Jeffrey J. Tegethoff

with a copy to:

Husch Blackwell LLP
190 Carondelet Plaza, Suite 600
Clayton, Missouri 63105
Attn: David Richardson, Esq.

SECTION 7. APPLICABLE LAW; ASSIGNABILITY

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri. This Bond Purchase Agreement may be assigned by the Purchaser to any Person that expressly assumes in writing all of the obligations of the Developer contained in the Base Lease and the Lease; provided that the consent of the City for the assignment of this Bond Purchase Agreement shall not be required if the consent of the City is not required for such Person's assumption of the Lease under the provisions of **Article XIII** thereof. Any such assignee shall agree to be bound by the terms of this Bond Purchase Agreement. This Bond Purchase Agreement may be assigned and the Bonds may be pledged, without approval of but with notice to the City, by the Purchaser to any lender of the Purchaser or the Developer as collateral for a loan secured by a deed of trust or mortgage of the Project.

SECTION 8. EXECUTION IN COUNTERPARTS

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

SECTION 9. ANTI-DISCRIMINATION AGAINST ISRAEL ACT

Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Purchaser certifies it is not currently engaged in and shall not, for the duration of this Bond Purchase Agreement, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel or (c) persons or entities doing business in the State of Israel.

[Remainder of Page Intentionally Left Blank]

Very truly yours,

LAKEPORT VILLAGE, LLC, a Missouri
limited liability company

By: _____
Jeffrey J. Tegethoff, Manager

DATE OF EXECUTION: _____, 2023.

[Bond

Purchase

Agreement]

Accepted and Agreed to this _____ day of _____, 2023.

CITY OF OSAGE BEACH, MISSOURI

By: _____
Michael Harmison, Mayor

[SEAL]

ATTEST:

Tara Berreth, City Clerk

[Bond Purchase Agreement]

City of Osage Beach
Agenda Item Summary

Date of Meeting: June 1, 2023
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk

Agenda Item:

Motion to Appoint a member of the Board of Aldermen to the Planning Commission

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Various Missouri Statutes and City Code regarding representation to the Planning Commission; RSMo 89.320, City Code Section 400.020.

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Not Applicable

City Administrator Comments:

City Code Section 400.020 states a member of the Board of Aldermen, as selected by the Board of Aldermen, may serve on the Planning Commission in addition to the not-more-than 15 nor less than 5 citizen appointments by the Mayor and approved by the Board of Aldermen.

City of Osage Beach
Agenda Item Summary

Date of Meeting: June 1, 2023
Originator: Tara Berreth, City Clerk
Presenter: Michael Harmison, Mayor

Agenda Item:

Motion to Approve appointment(s) by Mayor Harmison to the Planning Commission

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Various Missouri Statutes and City Code regarding appointments to the Planning Commission; RSMo 89.320, City Code Section 400.020.

Deadline for Action:

Yes - current terms are expiring.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Mayor Harmison Appointments for Board consideration:

Alderman Bob O'Steen - Expiration June 1, 2027 (current Board of Aldermen commission member with term expiring)

Susan Ebling - Expiration June 1, 2027 (current commission member with term expiring)

City Attorney Comments:

Not Applicable

City Administrator Comments:

City Code Section 400.020 states that in addition to the Mayor (optional, by Mayor's choice), a member of the Board of Aldermen (optional by Board's choice), as selected by the Board of Aldermen, not-more-than 15 nor less than 5 citizens are to be appointed to the Planning Commission by the Mayor, with Board of Aldermen approval. Terms for said citizen's appointments are to be 4 years and shall be staggered with other

appointed commissioners.

Two citizen appointments are expiring and the Board of Aldermen member's term is expiring. Only one of the two citizen commission members has indicated their wish to remain on the commission at the pleasure of the Mayor and as approved by the Board of Aldermen. Upon the requested appointment's approval by the Board, the Planning Commission member count will be 8 citizens, 1 Board of Aldermen member, and the Mayor = Total 10.

City of Osage Beach
Agenda Item Summary

Date of Meeting: June 1, 2023
Originator: Tara Berreth, City Clerk
Presenter: Michael Harmison, Mayor

Agenda Item:

Motion to Approve appointment(s) by Mayor Harmison to the Liquor Control Board.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

City Code Section 600.032 Liquor Control Board - Membership and Section 600.033
Liquor Control Board - Terms and Appointments

Deadline for Action:

Yes - current term expiring / new alderman appointed required

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Mayor Harmison Appointments for Board consideration:
Alderman Justin Hoffman - Expiration June 1, 2024 (new appointment)

City Attorney Comments:

Not Applicable

City Administrator Comments:

City Code Sections 600.032 and 600.033 states membership on the Liquor Control Board shall consist of, by title, one Alderman, the Police Chief, the Chairperson of the Planning Commission, and the City Collector. The Alderman membership on the Liquor Control Board shall be appointed by the Mayor and approved by a majority of the Board to service a one-year term, expiring June 1.

City of Osage Beach
Agenda Item Summary

Date of Meeting: June 1, 2023
Originator: Tara Berreth, City Clerk
Presenter: Michael Harmison, Mayor

Agenda Item:

Motion to Approve appointment(s) by Mayor Harmison to the TIF Commission

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

City Code Article IV Tax Increment Financing Commission, Section 135.110
Composition - Appointment of Members, and Section 135.120 Terms of Members.

Deadline for Action:

Yes - current term expiring

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Mayor Harmison Appointments for Board consideration:
Alderman Richard Ross - Expiration June 1, 2025 (new appointment)
Timothy Gardner - Expiration June 1, 2025 (current member with expiring term)

City Attorney Comments:

Not Applicable

City Administrator Comments:

City Code Sections 135.110 and 135.120 states that 6 members shall be appointed by the Mayor, with consent of the Board of Aldermen, with 2 members serving 2 year terms, 2 members serving 3 year terms, and 2 members serving 4 year terms. Terms expire June 1.

City of Osage Beach
Agenda Item Summary

Date of Meeting: June 1, 2023
Originator: Tara Berreth, City Clerk
Presenter: Michael Harmison, Mayor

Agenda Item:

Motion to Approve the appointment (s) by Mayor Hamison to the Board of Appeals

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

City Code Section 500.270 Members [Board of Appeals].

Deadline for Action:

Yes - current terms expiring

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Mayor Harmison Appointments for Board consideration:

Member -- Anthony Westhusing - Expiration June 1, 2028 (current member with expiring term)

Member Alternates --

Kurt Flickinger - Expiration June 1, 2028 (current member with expiring term)

Matt Stephens - Expiration June 1, 2028 (current member with expiring term)

City Attorney Comments:

Not Applicable

City Administrator Comments:

City Code Section 500.270 states that the Mayor shall make appointments of members, with the approval of the majority of the Board of Aldermen. The Board of Appeals consists of 5 members and 2 alternates, serving 5 year terms, who have building construction experience and training.

City of Osage Beach
Agenda Item Summary

Date of Meeting: June 1, 2023
Originator: Tara Berreth, City Clerk
Presenter: Michael Harmison, Mayor

Agenda Item:

Motion to Approve appointment(s) by Mayor Harmison to the Citizens Advisory Committee

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

City Code Chapter 111: City Advisory Committees, Section 111.040 Terms and Appointments.

Deadline for Action:

Yes - current terms expiring

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Mayor Harmison Appointment for Board consideration:

Dr. Paula Brown - Ward 2 - Expires June 1, 2026 (current member with term expiring)

Cory Booth - Ward 3 - Expires June 1, 2026 (current member with term expiring)

Geniece Tyler - At Large - Expires June 1, 2026 (current member with term expiring)

City Attorney Comments:

Not Applicable

City Administrator Comments:

The Citizen Advisory Committee consists of no less than 9 and not more than 15 members may be appointed. City Code Section 111.040 states the committee members serve a term of 3 years, expiring May 31 of each year. The Mayor or a member of the Board of Aldermen may submit nominations for expired terms to the City Clerk by May

1. 3 members have terms expiring and have indicated to the Mayor they wish to remain on the committee at the pleasure of the Mayor and Board of Aldermen.

City of Osage Beach
Agenda Item Summary

Date of Meeting: June 1, 2023
Originator: Tara Berreth, City Clerk
Presenter: Michael Harmison, Mayor

Agenda Item:

Motion to Approve appointment nominations by Mayor Harmison to the Joint Sewer Board

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Various Missouri Statutes and City Code regarding appointments to the Lake Ozark-Osage Beach Sewage Treatment Plant Board, referred to as the Joint Sewer Board; RSMo 250.020.1, and City Code Chapter 112.

Deadline for Action:

Yes - current terms are expiring

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Mayor Harmison Appointments for consideration:

City Administrator Jeana Woods - Expiration June 1, 2026 (current city staff member with term expiring)

Alderman Kevin Rucker - Expirations June 1, 2024 (current alderman member with term expiring)

City Attorney Comments:

Not Applicable

City Administrator Comments:

City Code Chapter 112 states Osage Beach will have 4 members representing the City on the Joint Sewer Board. *Appointed Members* of the Joint Sewer Board, appointed by

the Mayor and approved by the Board of Aldermen, shall include 1 Alderman to serve a 1 year term and 1 City Staff member to serve a 2 year term. The City's other two Joint Sewer Board members are, by title, the Mayor and the Public Works Operation Manager.

- Camden County Road Property Tax Questions (*City Treasurer, K Bell*)
- Capital Replacement Plan – LO/OB Joint Sewer Plant (*City Administrator, J Woods*) (*July*)
- Emergency generator back up plan for city (*PW Operations Mgr-K Crooks*)
- Guideline Evaluation
 - Design Guideline Revisions - Street Lights (*Asst. City Administrator, M Welty*)
 - TIF / Incentive Guideline Review / Revisions (*City Administrator, J Woods*) (*June 27*)
- Personnel (*HR Generalist, M Raye*)
 - Employee Benefits – re: LAGERS (*late June/early July*)
 - Vacancy Status Update (*updated monthly*)
 - Employee Survey (*late May/early June*)
 - Employee 360 Feedback Process
- Project Updates / Related Budgeted Items Update
 - L/S Panel Replacement Plan (*PW Operations Mgr, K Crooks*)
 - Park Master Plan (*Parks & Recreation Mgr, E Gregory*) (*July*)
 - Private Street Inventory (*Asst. City Administrator, M Welty*)
 - Sidewalk Master Plan (*Asst. City Administrator, M Welty*) (*late June/early July*)
 - Swiss Village Treatment Plan (*PW Operations Mgr, K Crooks*)
 - Tan Tar A Master Plan re: Infrastructure (*Asst. City Administrator, M Welty*)
 - Tan Tar A Estates Utilities Current Contract Explanation (*June*) / Rate Review (*July/August*) *City Attorney, C Bradbury / City Administrator, J Woods*
 - Veterans Memorial (*Asst. City Administrator, M Welty*) (*June*)

Notes:

City Staff contact noted.

Estimated delivery/completion noted.