

AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH THE PGAV PLANNERS FOR SERVICES RELATING TO THE CONSIDERATION OF THE LEGACY DEVELOPMENT AND AFFILIATES PROPOSAL AND TIF PLAN APPLICATION FOR THE REDEVELOPMENT OF THE OSAGE BEACH OUTLET MALL UNDER THE REAL PROPERTY TAX INCREMENT FINANCING REDEVELOPMENT ACT.

WHEREAS, the City has been requested by Legacy Development and Affiliates (the “Developer”) to consider a tax increment financing redevelopment plan application (the “Application”) within the City, for the redevelopment of the Osage Beach Outlet Mall in accordance with the “Real Property Tax Increment Allocation Redevelopment Act” in Sections 99.800 to 99.865 of the Revised Statutes of Missouri (the “TIF Act”); and

WHEREAS, pursuant to Section 99.820 of the Revised Statutes of Missouri, the City is authorized to enter into all contracts necessary or incidental to the implementation and furtherance of a redevelopment plan or redevelopment project; and

WHEREAS, the Board of Aldermen has authorized the Mayor to execute a Funding Agreement with the Developer on behalf of the city to provide funding for legal and financial consulting necessary for the city to properly and fully consider the Application; and

WHEREAS, the Board of Aldermen has approved a Tax Increment Financing Policy (the “Policy”) which provides guidance to the Developer and other potential TIF applicants regarding the process and standards that will be applied by the City to evaluate proposed TIF plans; and

WHEREAS, the Board of Aldermen desires to enter into an agreement with PGAV Planners for advice and services necessary to ensure that the City has properly and fully considered and, if ultimately approved by Board of Aldermen, implemented the TIF Plan and then properly enter into a development agreement with the developer selected to implement the plan.

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

1. The Engagement Letter with PGAV Planners for their services in reference to the Legacy Development proposal and TIF Plan Application for the Redevelopment of the Osage Beach Outlet Mall, attached as **Exhibit A** is approved and the Mayor is authorized to execute the same on behalf of the city.

READ FIRST TIME: April 21, 2022

READ SECOND TIME: April 21, 2022

I hereby certify that the above Ordinance No. 22.26 was duly passed on April 21, 2022 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: 6      Nays: 0      Abstentions: 0      Absent: 0

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

April 21, 2022  
Date

Tara Berreth  
Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker  
Edward B. Rucker, City Attorney

I hereby APPROVE Ordinance No. 22.26.

Michael Harmison  
Michael Harmison, Mayor

April 21, 2022  
Date

ATTEST:

Tara Berreth  
Tara Berreth, City Clerk

## CONTRACT FOR PROFESSIONAL SERVICES

BETWEEN

THE CITY OF OSAGE BEACH  
AND  
PGAV PLANNERS, LLC.

THIS AGREEMENT, by and between the City of Osage Beach, Missouri (hereinafter referred to as the "CITY") and PGAV Planners, LLC (hereinafter referred to as "PGAV").

### WITNESSETH:

**Whereas**, the City is interested in the redevelopment and improvement of the Osage Beach Outlet Marketplace (the "Project");

**Whereas**, the City wishes to secure planning and economic development consulting services for the creation of a Tax Increment Financing (TIF) District under the provisions of the Tax Increment Allocation Redevelopment Act, Section 99.800 – 99.865 R.S. MO, as amended, (the "TIF Act"); and

**Whereas**, PGAV is duly experienced in providing planning and economic development services for such projects,

**Now, Therefore**, the parties hereto do mutually agree as follows:

### I. SCOPE OF SERVICES

The following Scope of Services will be completed for the Study Area, as outlined in the following

#### A. Revenue Analysis and Cost/Benefit Analysis

1. PGAV will review the developer's proposed development program for the Project and estimates of revenues subject to capture by TIF pursuant to the TIF Act as well as other add-on taxes or fees as may be contemplated for the effectuation of the redevelopment program (e.g., CID, TDD, or GIF).
2. Using methodology that PGAV has developed and implemented on many similar projects, PGAV will prepare estimates of the various taxes to be generated from the implementation of the redevelopment project. These estimates will cover local taxes from real property, sales (including TDD, CID, or other mechanisms as appropriate), utility, and personal property by the phases of the development program and full build-out. These estimates will form the basis for determining potential financing of certain eligible development costs to be financed publicly using TIF assistance that may be authorized by the City. As a component of the revenue projections, PGAV will work with the City and Camden County to obtain the current base level assessed value and sales taxes within the proposed Redevelopment Area.
2. A cost/benefit analysis will be provided as a separate document for use by the City. The cost-benefit analysis will show the potential economic impact of the plan on each taxing district that is wholly or partially within the boundaries of the redevelopment area. The analysis will document the following potential impacts per the revised TIF Act:
  - If the project is not built;
  - If the project is built pursuant to the redevelopment plan; and
  - The fiscal impact on affected political subdivisions.

3. Neither the Revenue Analysis or the Cost/Benefit Analysis are intended to or shall be construed by the City, the Developer, or third parties to satisfy the provisions of TIF Act as contained in R.S. MO 99.810, 1 (5) relative to determination that “the project as proposed is financially feasible”. Such information documenting whether the project, as proposed, is financially feasible is to be provided by the Developer or the City. PGAV assumes no responsibility for the production or the evaluation of this information. Furthermore, the Revenue Analysis and/or the Cost/Benefit Analysis as provided for above are intended solely to demonstrate the elements and information as described above. These items are not intended to be a substitute for the responsible reviews of private lending institutions who may be contemplating or have conditionally committed to project financing.

**D. Assistance at Meetings**

PGAV will attend the public hearing, make presentations, and meet with the TIF Commission, City staff, and municipal officials as deemed necessary by PGAV and the City to perform the services required by this Contract.

**II. INFORMATION TO BE PROVIDED BY THE CITY**

**A. The City will provide to PGAV available data as follows:**

1. Data and/or contact persons who may provide information regarding the Project; and
2. A written boundary description for the area selected as the final boundary of the contemplated Redevelopment Area prepared by a Land Surveyor registered in the State of Missouri; and

**III. TIMING OF PERFORMANCE**

The work on all tasks as provided for herein will begin upon execution of this agreement (which shall constitute “notice to proceed” unless otherwise provided in written or electronic form by the City) and will be conducted based on a mutually agreed upon schedule.

**IV. COMPENSATION**

The fee for the completed services will be as stated below. All fees as stated are exclusive of reimbursable expenses which are defined below.

- A. The work task I.A – Revenue Analysis and Cost/Benefit Analysis will be conducted on an hourly basis for an amount not to exceed Seven-Thousand Five-Hundred Dollars (\$7,500), plus reimbursable expenses, and will be billed to the City in accord with the schedule of hourly rates as set forth below:**

Project Staff	Hourly Rate
Vice President	\$250
Senior Director/Director	\$210
Associate Director	\$195
Senior Project Manager	\$190
Project Manager	\$150
Project Planner	\$140
Intern	\$65
Administrative/Technical Assistance	\$95

- C. Reimbursable expenses will consist of reasonable travel expenses (if necessary and approved by the client in advance), local mileage, long distance telephone charges, express delivery charges, photographic expenses, the cost of printing or other reproduction of documents, fees or charges for documents owned by others, and other "out-of-pocket" expenses required to provide the services described. Such expenses will be billed at their direct cost to PGAV.
- D. If the City fails to make payment due PGAV for services and reimbursable expenses within 30 days after receipt of our statement, the amount due shall include a charge at the rate of 1½% per month from the 31st day. In addition, if no payment has been received within 60 days after receipt of our initial statement, PGAV will suspend services under this agreement until PGAV has been paid in full the amounts due for services and expenses.

## **V. TERMINATION OF AGREEMENT**

If for any reason the City determines that the work should be terminated, the City will inform PGAV in writing that it wishes to terminate this agreement. The date of said termination shall occur upon receipt of the written notice of termination by PGAV via the U.S. Postal Service or facsimile (followed by receipt of an original signature copy).

The City will pay PGAV an amount representing the work performed to the date of termination, plus any expenses which have been incurred by PGAV to that date.

## **VI. SERVICES OUTSIDE THE SCOPE OF THIS AGREEMENT**

The scope of work to be performed by PGAV shall be as provided for herein. The following work elements are hereby specifically noted as not included as tasks to be performed in conjunction with the terms of this agreement:

- A. Data collection and analysis relating to the parcels to be included within the boundaries of the proposed Redevelopment Area including:
  - 1. Preparation of notification letters to "the person or persons in whose name the taxes are paid".
  - 2. Mailing and publication of all notices.
  - 3. Preparation of any legal descriptions associated with creation of a redevelopment area.
- B. The preparation of a redevelopment plan as required by the TIF Act.
- C. The preparation of an analysis describing whether the area in question qualifies for designation as a redevelopment area as required by the TIF Act.

These services shall be considered additional work beyond the scope of this proposal. The City may acquire the provision of such services by PGAV at an additional cost to be negotiated and provided for in the form of an addendum, or separate agreement, between the City and PGAV.

## **VII. PROJECT STAFFING & MANAGEMENT**

- A. PGAV hereby agrees to provide the qualified professional, technical, and clerical staff available within the firm to conduct the work in accordance with the tasks as outlined in Section I of this Agreement.

B. If, in the opinion of PGAV and the City, a particular assignment requires specialized expertise not available within the PGAV staff, the accomplishment of such tasks may be achieved through subcontract with firms or individuals subject to prior approval of the City.

**VIII. OWNERSHIP OF DOCUMENTS**

PGAV agrees that any and all reports prepared, and conclusions reached hereunder, are for the confidential information of the City and that neither PGAV nor any member of the PGAV staff will disclose any of the same with any person whatsoever, other than the City or their authorized representatives, except when called upon to testify in relation to such report or conclusion under oath in a judicial forum, or as may be otherwise required by law. Except to the extent that documents, reports or other information are prepared under the provisions of this agreement and submitted to municipalities or other public entities wherein they become subject to Federal or State "sunshine law" provisions, the City will have sole ownership of all reports, maps, etc. prepared under this contract, including rights of copying and distribution.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Contract to be executed this 21<sup>st</sup> day of April, 2022.

ATTEST:

CITY OF OSAGE BEACH

  
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ATTEST:

PGAV PLANNERS, LLC

\_\_\_\_\_  
Adam Jones  
Senior Project Manager

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Andy Struckhoff,  
Vice President