

AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF GILMORE BELL FOR SERVICES RELATING TO THE CONSIDERATION OF THE ARAPAHO LLC AND GRAND TETON MOUNTAIN INVESTMENTS LLC, PROPOSAL FOR A COMMUNITY IMPROVEMENT DISTRICT AND A TRANSPORTATION DEVELOPMENT DISTRICT FOR IMPROVEMENTS TO BEACH ROAD AND OTHER PROJECTS.

WHEREAS, the City has been requested by the Arapaho LLC and Grand Teton Mountain Investments LLC, (the “Developer”) to consider a Community Improvement District in accordance with the “Community Improvement District Act” in Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri (the “CID Act”) and a Transportation Development District, in accordance with the “Missouri Transportation Development District Act”, Sections 238.200 through 238.275 (the “TDD Act”); and,

WHEREAS, pursuant to Section 70.220 of the Revised Statutes of Missouri, the City is authorized to enter into all contracts necessary or incidental to the planning, development, construction and operation of any public improvement or facility; 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 desires to enter into an agreement with Gilmore and Bell for legal services necessary to ensure that the City has properly and fully considered a Community Improvement District in accordance with the “Community Improvement District Act” in Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri (the “CID Act”) and a Transportation Development District, in accordance with the “Missouri Transportation Development District Act”, Sections 238.200 through 238.275 (the “TDD Act”);

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

1. The Engagement Letter with Gilmore Bell for their services in reference to the Arapaho LLC and Grand Teton Mountain Investments LLC, (the “Developer”) to consider a Community Improvement District in accordance with the “Community Improvement District Act” in Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri (the “CID Act”) and a Transportation Development District, in accordance with the “Missouri Transportation Development District Act”, Sections 238.200 through 238.275 (the “TDD Act”); attached as **Exhibit A** is approved and the Mayor is authorized to execute the same on behalf of the city.
2. This Ordinance shall take effect immediately upon passage by the Board of Aldermen Aldermen and approval by the Mayor.

READ FIRST TIME: April 7, 2022 READ SECOND TIME: May 5, 2022

I hereby certify that the above Ordinance No. 22.17 was duly passed on May 5, 2022, 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.

May 5, 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. 22.17.

Michael Harmison
Michael Harmison, Mayor

May 5, 2022
Date

ATTEST:

Tara Berreth
Tara Berreth, City Clerk



One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102-2746

(314) 436-1000 / (314) 436-1166 FAX / gilmorebell.com

March 28, 2022

Mayor and Board of Aldermen
Osage Beach, Missouri

Re: Community Improvement District/Transportation Development District (Beach Road and Other Projects)

Ladies and Gentlemen:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as Special Counsel to the City of Osage Beach in connection with the proposed petitions for the creation of a community improvement district and a transportation development district (collectively, the "Districts") expected to be submitted to the City by or on behalf of Arapaho LLC and/or Grand Teton Mountain Investments LLC (including any affiliates thereof, the "Developers").

SCOPE OF ENGAGEMENT

Gilmore & Bell will provide the following services as special counsel regarding the Districts:

1. Review and advise the City regarding the legal compliance of the petitions to create the Districts and related documents.
2. Prepare or review legal proceedings relating to the approval of the Districts and any agreements or other documents related thereto.
3. Prepare or review applicable resolutions and ordinances, public notices and other documents.
4. Assist the City Attorney in advising the City on legal matters incident to the approval of the Districts and any related economic development incentives.
5. Review and advise the City regarding the Districts and any incentives proposed by the Developers.
6. Assist the City Attorney in negotiating and drafting a district project agreement, transportation project maintenance agreement or other agreement among the City, the applicable District and the applicable Developer.
7. Attend such conferences and meetings as may be requested by the City in connection with the Districts.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel or any other party, and we are not acting as an intermediary among the parties. Our services as special counsel are limited to those contracted for herein. Our representation of the City will not affect our responsibility to render an objective Bond Opinion.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon closing the transaction(s).

FEES AND EXPENSES

Our proposed fee for providing Special Counsel services will be based on our current hourly rate for shareholders, as adjusted from time to time. For calendar year 2022, our charge will be \$325 per hour. We commit that this rate will not increase by more than 5% per year. In addition to the fees set forth above, we will seek reimbursement for our out-of-pocket expenses incurred in connection with the Special Counsel services, such as travel, postage, deliveries, photocopying, printing and similar expenses. We will submit invoices for payment of fees incurred for Special Counsel services on a monthly basis or at such other times as the City may request.

RECORDS

At your request, papers and property furnished by you will be returned promptly. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of the engagement.

CONCLUSION

If the foregoing terms are acceptable to you, please so indicate by returning a signed copy of this engagement letter. We look forward to working with you.

Very truly yours,



Mark A. Spykerman

MAS:

Mayor and Board of Aldermen
March 28, 2022
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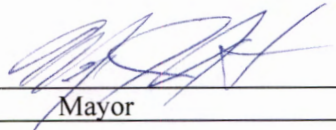
ACCEPTED AND APPROVED:

Date: May 5,, 2022

CITY OF OSAGE BEACH, MISSOURI

By: _____

Title: _____



Mayor