

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

December 15, 2022 - 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 December 1, 2022
- ▶ Bills List - December 15, 2022

UNFINISHED BUSINESS

- A. Bill 22-92 - An ordinance of the City of Osage Beach, Missouri, authorizing the issuance of the City of Osage Beach, Missouri's Tax Increment Financing Revenue Notes (Osage Beach Commons Redevelopment Area), Series A, B and C, to provide funds to fund certain redevelopment project costs; and approving certain documents and actions in connection with the issuance of the notes.
Second Reading

NEW BUSINESS

- A. Public Hearing - FY2023 Operating Budget Draft #2
- B. Bill 22-94 - An ordinance of the City of Osage Beach, Missouri, adopting an annual budget for the fiscal year beginning January 1, 2023, and ending December 31, 2022, and appropriating funds pursuant thereto. *First and Second Reading*
- C. Bill 22-95 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute an agreement between the School of the Osage (District) and the City of Osage Beach (City) for the services of a School Resource Officer (SRO). *First and Second Reading*
- D. Bill 22-96 - An ordinance of the City of Osage Beach, Missouri, authorizing a not to exceed amount of \$600,000 for FY2023 under the existing contract with LOR Engineering, LLC dba Cochran Engineering, Professional Service Agreement. *First and Second Reading*
- E. Bill 22-97 - An ordinance of the City of Osage Beach, Missouri, amending ordinance No. 21.78 adopting the 2023 Annual Operating Budget, transfer of funds for necessary expenses for Engineer Services and Sewer Repair of System. *First and Second Reading*
- F. Bill 22-98 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign Supplemental Agreement # 2 with Crawford, Murhpy, and Tilly to pay for the engineering costs associated with the LCF Airport Fuel remediation cost in an amount not to exceed \$13,436.42. *First and Second Reading*
- G. Bill 22-99 - An ordinance of the City of Osage Beach, Missouri, imposing a sales tax at a rate of three (3%) on all retail sales of adult use marijuana sold within the City of Osage Beach. *First Reading*

- H. Bill 22-100 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign certain Quit Claim Deeds attached hereto in connection with Ordinance 22-81 passed by the Board of Alderman on October 20th 2022 approving the plat of Bybee Springs Subdivision. *First and Second Reading*
- I. Motion to approve bad debt/write off for Lee C Fine and Grand Glaize Airport Funds in the amount of \$0, Water and Sewer Funds in the amount of \$1,155, and the Ambulance Fund in the amount of \$203,487.
- J. Motion to modify the Thursday, January 5, 2023 Regular Board of Aldermen.

STAFF COMMUNICATIONS

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

MAYOR'S 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
December 1, 2022**

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday December 1, 2022, at 6:00 PM. The following were present in person: Mayor Michael Harmison, Alderman Richard Ross, Alderman Kellie Schuman, Alderman Phyllis Marose, Alderman Kevin Rucker, Alderman Bob O'Steen and Alderman Tyler Becker. City Clerk Tara Berreth present and performed the duties for the City Clerk's office. Appointed and Management staff present were City Administrator Jeana Woods, City Attorney Ed Rucker, IT Manager Mikeal Bean, Police Chief Todd Davis, City Planner Cary Patterson, City Treasurer Karri Bell, Economic Development Specialist Mitchell Moon, Human Resource Generalist Mike Raye, and Airport Manager Ty Dinsdale.

CITIZEN'S COMMUNICATIONS

None

APPROVAL OF CONSENT AGENDA

Alderman Rucker made a motion to approve the consent agenda as presented. This motion was seconded by Alderman Schuman. Motion passed with a voice vote.

UNFINISHED BUSINESS

None

NEW BUSINESS

Bill 22-91 - An ordinance of the City of Osage Beach, Missouri, amending Ordinance 19.75 with LOR Engineering, LLC d/b/a Cochran Engineering which authorized an agreement for engineering services to waive the conflict-of-interest provision an allow Cochran of function as the engineer for the Oasis at Lakeport project. *First and Second Reading*

Alderman Marose made a motion to approve the first reading of Bill 22-91. This motion was seconded by Alderman Ross. Motion passes with a voice vote.

Alderman Rucker made a motion to approve the second reading of Bill 22-91. This motion was seconded by Alderman Becker. The following roll call was taken to approve the second and final reading of Bill 22.91 and to pass same into ordinance: "Ayes" Alderman Rucker, Alderman Ross, Alderman Schuman, Alderman Marose, Alderman O'Steen and Alderman Becker. Bill 22.91 was passed and approved as Ordinance 22.91.

Bill 22-92 - An ordinance of the City of Osage Beach, Missouri, authorizing the issuance of the City of Osage Beach, Missouri's Tax Increment Financing Revenue Notes (Osage Beach Commons Redevelopment Area), Series A, B and C, to provide funds to fund certain redevelopment project costs; and approving certain documents and actions in connection with the issuance of the notes. *First Reading*

Alderman Rucker made a motion to approve the first reading of Bill 22-92. This motion was seconded by Alderman Ross. Motion passes with a voice vote.

Bill 22-93 - An ordinance of the City of Osage Beach, Missouri, 2023 Election Procedure for the General Municipal Election to be held April 4, 2023. *First and Second Reading*

Alderman Rucker made a motion to approve the first reading of Bill 22-93. This motion was seconded by Alderman Becker. Motion passes with a voice vote.

Alderman Marose made a motion to approve the second reading of Bill 22-93. This motion was seconded by Alderman Schuman. The following roll call was taken to approve the second and final reading of Bill 22.93 and to pass same into ordinance: “Ayes” Alderman Rucker, Alderman Ross, Alderman Schuman, Alderman Marose, Alderman O’Steen and Alderman Becker. Bill 22.93 was passed and approved as Ordinance 22.93.

Motion to purchase (2) 25 horsepower submersible pumps for lift station CL-01 at 1442 Nichols Road from Municipal Pump Company, Inc for \$32,028.52.

Alderman Ross made a motion to purchase (2) 25 horsepower submersible pumps for lift station CL-01 at 1442 Nichols Road from Municipal Pump Company, Inc for \$32,028.52. This motion was seconded by Alderman Becker. Motion passes with a voice vote.

Motion to purchase (2) submersible pumps for AL11 on Deer Run Dr. from Municipal Pump Inc. for \$27,001.60

Alderman Rucker made a motion to purchase (2) submersible pumps for AL11 on Deer Run Dr. from Municipal Pump Inc. for \$27,001.60. This motion was seconded by Alderman Marose. Motion passes with a voice vote.

Discussion - Adding new Sections 110.300 et seq. providing for rules of procedure for the conduct of business in meetings of the Board of Aldermen and repealing Resolution 03-16-06-0001 that previously set out such rules and renaming and renumbering Article IV Community Event Support.

Staff will get with the Aldermen to make some changes and possibly get a draft back to the Board after the first of the year.

Discussion - Enacting a new section required and prohibited terms and conditions in city contracts.

Staff will bring back some additional changes to the next meeting.

Discussion - Proposed Ballot Issue: Additional Sales Tax on Retail Sales of Marijuana

- Should the City pursue said additional tax of 3%?
- If so, what election timeframe should be considered?
- If a ballot issue is pursued, should the City earmark all or a portion of the said tax? If so, officially in the ballot language or through the spending plans per adopted annual budgets?

STAFF COMMUNICATIONS

City Administrator – Welcome Mike Raye – Human Resource Generalist. Park Master Plan expecting end of next week bring to the BOA 2nd meeting in January.

City Clerk Berreth – Candidate packet ready to pick up December 6th at 8am.

Police Chief – Shop with Cop.

PW Crooks – Leaf pickup is up and running.

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

Alderman Rucker – Good job to Transportation Department.

Alderman Schuman – Welcome Mike Raye.

Alderman Becker – Welcome Mike.

Alderman O’Steen – Budget process – Hoping to have draft 2 in next packet.

Alderman Marose – Welcome Mike.

Alderman Ross – Welcome Mike. Parks staff – Christmas lights look great.

MAYOR'S COMMUNICATIONS

MML – 101 Marijuana – has a copy of the slide show if anyone wants a copy. December 10th Christmas Parade at Lake Ozark.

ADJOURN

There being no further business to come before the Board, the meeting adjourned at 7:35 pm. I, Tara Berreth, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, on December 1, 2022, and approved December 15, 2022.

Tara Berreth/City Clerk

Michael Harmison/Mayor

**CITY OF OSAGE BEACH
BILLS LIST
December 15, 2022**

Bills Paid Prior to Board Meeting	\$	153,731.35
Payroll Paid Prior to Board Meeting	\$	197,337.44
SRF Transfer Prior to Board Meeting	\$	-
TIF Transfer Dierbergs	\$	-
Bills Pending Board Approval	\$	244,329.17
Total Expenses	\$	595,397.96

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	State Withholding	1,945.00
			State Withholding	3,939.00
		INTERNAL REVENUE SERVICE	Fed WH	5,144.10
			Fed WH	10,701.86
			FICA	3,494.45
			FICA	7,059.12
			Medicare	817.27
			Medicare	1,744.19
			Loan Repayment	33.77
			Loan Repayment	131.36
			Loan Repayment	106.47
			Loan Repayment	182.34
			Loan Repayment	139.12
			Loan Repayment	98.17
			Retirement 457 &	1,594.29
			Retirement 457 &	2,896.78
			Retirement 457	640.00
			Retirement 457	1,120.00
			Loan Repayments	166.79
			Loan Repayments	134.84
			Loan Repayments	310.70
			Loan Repayments	92.92
			Loan Repayments	215.76
			Loan Repayments	113.03
			Loan Repayments	127.21
			Loan Repayments	115.98
			Retirement Roth IRA %	51.74
			Retirement Roth IRA	327.00
		CAMDEN COUNTY ASSOC COURT	OTHER AGENCY CASH BOND	50.00
		HSA BANK	HSA Contribution	302.50
			HSA Family/Dep. Contributi	<u>1,563.91</u>
			TOTAL:	45,359.67
Mayor & Board	General Fund	VISELLI, NANCY	PLANNING COMMISSION MEETIN	25.00
		KIRN, TONY	PLANNING COMMISSION MEETIN	25.00
		BLAIR, ALAN	PLANNING COMMISSION MEETIN	25.00
		ROZIER, JESSICA	PLANNING COMMISSION MEETIN	25.00
		SCHUSTER, ANGIE	PLANNING COMMISSION MEETIN	25.00
		MACKAY, BILL	PLANNING COMMISSION MEETIN	25.00
		JONES, GARY	PLANNING COMMISSION MEETIN	<u>25.00</u>
			TOTAL:	175.00
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	621.45
			Medicare	145.34
		ICMA	Retirement 401%	103.13
			Retirement 401	618.83
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	1,676.25
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	189.99
			Medicare	44.44
		ICMA	Retirement 401%	31.84
			Retirement 401	191.01
		HSA BANK	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	532.28

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	579.97
			Medicare	135.64
		ICMA	Retirement 401%	95.93
			Retirement 401	575.55
		HSA BANK	HSA Contribution	18.76
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	1,555.85
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	91.73
			Medicare	21.45
		ICMA	Retirement 401%	15.43
			Retirement 401	92.57
		HSA BANK	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	296.18
City Attorney	General Fund	INTERNAL REVENUE SERVICE	Medicare	93.28
			Retirement 401%	65.19
		ICMA	Retirement 401	391.13
			HSA Family/Dep. Contributi	<u>75.00</u>
		HSA BANK	TOTAL:	624.60
Building Inspection	General Fund	WHITE, RON	MEALS SAFETY SUMMIT- R. WH	65.00
			FICA	491.69
		INTERNAL REVENUE SERVICE	Medicare	114.99
			Retirement 401%	82.16
		ICMA	Retirement 401	492.95
			MEALS SAFETY SUMMIT- DUNHA	65.00
		DUNHAM, LOYD	BLDG DEPT UNIFORM RENTAL	1.36
		CINTAS CORPORATION	HSA Contribution	37.50
		HSA BANK	HSA Family/Dep. Contributi	<u>187.50</u>
			TOTAL:	1,538.15
Building Maintenance	General Fund	AMEREN MISSOURI	FRONT OF CH 10/12-11/13/22	85.03
			CITY HALL SVC 10/12-11/13/	2,913.71
		INTERNAL REVENUE SERVICE	FICA	50.23
			Medicare	11.75
		CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	4.46
			SERVICE 10/17-11/15/22	<u>50.05</u>
		SUMMIT NATURAL GAS OF MISSOURI INC	TOTAL:	3,115.23
Parks	General Fund	HI-TECH AUTO BODY INC	TOW SVC- PEANICK PARK	2,500.00
			FICA	417.68
		INTERNAL REVENUE SERVICE	Medicare	97.68
			Retirement 401%	35.98
		ICMA	Retirement 401	407.08
			IMPACT DRIVER BIT	8.52
		LOWE'S	WIRE & OUTLET	229.87
			ROTARY TOOL & STEEL FORK	70.23
			COUPLINGS- PEANICK PARK	10.30
			TAPE- PEANICK BSKTBALL GOA	9.49
			ANTIFREEZE- PEANICK BATHRO	37.80
			PROPANE TANK EXCHANGE	81.31
			BLUE SPRAY PAINT- FALL FES	28.44
			MICROFIBER CLOTHS	12.24
			STUDS	7.12
			FRONT DOOR, INSULATION, SC	475.68

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HINGE	6.45
		AT&T MOBILITY-CELLS	PARKS DEPT CELL PHONES	46.23
		CINTAS CORPORATION	PARKS DEPT UNIFORM RENTAL	8.80
		HSA BANK	HSA Contribution	<u>150.00</u>
			TOTAL:	4,640.90
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	101.99
			Medicare	23.84
		ICMA	Retirement 401%	7.28
			Retirement 401	43.65
		HSA BANK	HSA Contribution	18.74
		STROKE DETECTION PLUS	HEALTH FAIR STROKE SCRNGS	<u>4,950.00</u>
			TOTAL:	5,145.50
Overhead	General Fund	IMAGE QUEST	COPIER QUARTERLY MAINT	7.08
		XEROX CORPORATION	CITY HALL COPIER LEASE	227.81
		MITEL CLOUD SERVICES INC	PH SVC 12/1-12/31/22	<u>2,208.30</u>
			TOTAL:	2,443.19
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	2,839.87
			FICA	3,364.48
			Medicare	664.18
			Medicare	786.84
		ICMA	Retirement 401%	407.94
			Retirement 401%	486.14
			Retirement 401	2,594.07
			Retirement 401	3,050.95
		IMAGE QUEST	COPIER QUARTERLY MAINT	7.08
		XEROX CORPORATION	POLICE COPIER LEASE	227.81
		HSA BANK	HSA Contribution	225.00
			HSA Family/Dep. Contributi	1,050.00
		CAPITAL ONE, N.A.	CANDY- HALLOWEEN	29.82
			CANDY- VETERANS PARADE	<u>40.92</u>
			TOTAL:	15,775.10
911 Center	General Fund	INTERNAL REVENUE SERVICE	FICA	654.58
			FICA	645.07
			Medicare	153.09
			Medicare	150.87
		ICMA	Retirement 401%	75.37
			Retirement 401%	69.78
			Retirement 401	568.68
			Retirement 401	540.46
		CHARTER COMMUNICATIONS HOLDING CO LLC	MOSWIN INTERNET 11/21-12/2	119.98
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	75.00
		MITEL CLOUD SERVICES INC	PD RECORDING 12/1-12/31/22	<u>231.81</u>
			TOTAL:	3,322.19
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	230.24
			Medicare	53.85
		ICMA	Retirement 401%	70.85
			Retirement 401	425.12
		HSA BANK	HSA Family/Dep. Contributi	<u>112.50</u>
			TOTAL:	892.56

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	154.37	
			Medicare	36.10	
		ICMA	Retirement 401%	25.99	
			Retirement 401	155.95	
		AT&T INTERNET/IP SERVICES	GG INTERNET 11/11/22	769.14	
			LCF INTERNET 11/11/22	1,243.07	
			PARK INTERNET 11/11/22	823.72	
		HSA BANK	HSA Family/Dep. Contributi	75.00	
		FORWARD SLASH TECHNOLOGY LLC	VULSCAN, HYPER V, DR INSTA	<u>11,240.00</u>	
		TOTAL:	14,523.34		
Economic Development	General Fund	INTERNAL REVENUE SERVICE	FICA	120.23	
			Medicare	28.12	
		ICMA	Retirement 401%	19.39	
			Retirement 401	116.35	
		CAPITAL ONE, N.A.	MATERIALS FOR 2022 FALL FE	<u>55.78</u>	
			TOTAL:	339.87	
		NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding
INTERNAL REVENUE SERVICE	Fed WH				1,047.35
ICMA	FICA			929.68	
	Medicare			217.42	
HSA BANK	Retirment 457 &			142.97	
	Retirement 457			34.00	
HSA BANK	HSA Contribution			100.00	
	HSA Family/Dep. Contributi			<u>81.82</u>	
TOTAL:	3,025.13				
Transportation	Transportation			INTERNAL REVENUE SERVICE	FICA
		Medicare	217.43		
		ICMA	Retirement 401%	92.56	
			Retirement 401	555.38	
		IMAGE QUEST	COPIER QUARTERLY MAINT	2.36	
		LOWE'S	SHOP LIGHTS	110.19	
		CINTAS CORPORATION	PART FOR WEEDEATERS	28.44	
			PIPE & VALVES- AIR COMPRES	72.96	
			TRANSPD DEPT UNIFORM RENTA	1.10	
			TRANSPORTATION COPIER LEAS	83.79	
			792 PASSOVER LTS 10/12-11/	16.97	
			1095 MACE RD LTS 10/12-11/	32.43	
		AMEREN MISSOURI	872 PASSOVER LTS 10/12-11/	18.04	
			MACE RRD RNDABT 10/12-11/1	33.34	
			680 PASSOVER LTS 10/12-11/	14.56	
			HSA BANK	HSA Contribution	112.50
		CAPITAL ONE, N.A.	HSA Family/Dep. Contributi	350.25	
			CLNR- PORTA POTTY	61.12	
		LUCERO, PRESTON	BATTERIES- GARAGE DOOR	14.17	
			MEALS SAFETY SUMMIT- LUCER	100.00	
			ZUMWALT, GARRETT	MEALS SAFETY SUMMIT- ZUMWA	<u>100.00</u>
			TOTAL:	2,947.26	
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	State Withholding	595.12	
			INTERNAL REVENUE SERVICE	Fed WH	1,497.10
		ICMA	FICA	958.13	
			Medicare	224.08	
		ICMA	Retirment 457 &	312.63	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Retirement 457	146.00
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	54.80
		ONE TIME VENDOR	04-0430-01	77.98
			06-3720-01	55.90
			01-0160-03	148.90
			01-3660-03	56.16
			06-1730-06	36.96
			02-3880-04	20.94
			04-8210-00	<u>259.53</u>
			TOTAL:	4,481.73
Water	Water Fund	GOEHRI, GEORGE	DEC INSURANCE PREMIUM	59.25
		INTERNAL REVENUE SERVICE	FICA	958.13
			Medicare	224.08
		POSTMASTER	DEC UTILITY BILL POSTAGE	550.00
		ICMA	Retirement 401%	157.41
			Retirement 401	944.49
		IMAGE QUEST	COPIER QUARTERLY MAINT	2.36
		LOWE'S	SOCKETS	63.44
			BREAKER BAR & WRENCH	96.87
			GUAGE, LED LIGHT, EXT CORD	235.54
			SHARPIES	17.96
			HOLE SAW & BITS	51.72
			PLIERS	56.94
		CINTAS CORPORATION	WATER DEPT UNIFORM RENTAL	1.10
		XEROX CORPORATION	WATER COPIER LEASE	83.79
		AMEREN MISSOURI	LK RD 54-29 WELL 10/12-11/	485.73
			COLUMBIA CLG WELL 10/12-11	3,290.14
			COLUMBIA TWR POLE 10/12-11	68.40
		HSA BANK	HSA Contribution	150.00
			HSA Family/Dep. Contributi	162.00
		DEVORE, CALEB	MILEAGE REIMB 11/5-11/11/2	55.00
			MILEAGE REIMB 11/19-11/25/	55.00
			MILEAGE REIMB 11/26-12/02/	55.00
		CAPITAL ONE, N.A.	BATTERIES- GARAGE DOOR	14.17
		SCHILEY, PAUL	MILEAGE REIMB 11/5-11/11/2	26.25
			MILEAGE REIMB 11/12-11/18/	52.50
		ONE TIME VENDOR LAKE & LAND TRADING CO	REIMB SIGN DAMAGE 8/22/202	<u>58.04</u>
			TOTAL:	7,975.31
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding	373.99
		INTERNAL REVENUE SERVICE	Fed WH	712.82
			FICA	891.48
			Medicare	208.50
		ICMA	Retirment 457 &	101.32
			Retirement 457	58.00
		HSA BANK	HSA Family/Dep. Contributi	<u>144.80</u>
			TOTAL:	2,490.91
Sewer	Sewer Fund	INTERNAL REVENUE SERVICE	FICA	891.49
			Medicare	208.49
		POSTMASTER	DEC UTILITY BILL POSTAGE	550.00
		ICMA	Retirement 401%	118.65
			Retirement 401	807.34
		IMAGE QUEST	COPIER QUARTERLY MAINT	2.37

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LOWE'S	LUMBER	364.56
			SCREWS	55.07
			IMPACT DRIVER BIT	9.48
		CINTAS CORPORATION	SEWER DEPT UNIFORM RENTAL	1.25
		XEROX CORPORATION	SEWER COPIER LEASE	83.78
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	2,660.46
			1150 HWY KK 10/11-11/14/22	34.63
			798 MANOR G/P 10/12-11/13/	12.78
			4631 WINDSOR G/P 10/12-11/	13.78
			500 ST MORITZ S/P 10/17-11	15.30
			HAWTHORN DR L/S 10/23-11/2	60.13
			253 W END L/S 10/13-11/14/	24.78
			5676 ROCKWOOD L/S 10/23-11	12.50
			696 PASSEOVER G/P 10/12-11/	11.51
			1089 OB RD L/S 10/12-11/13	11.87
			1902 PROCTER G/P 10/11-11/	32.77
			5707 OB PKWY 10/12-11/13/2	12.86
			GRINDER PUMPS & LIFT STATI	3,141.91
			GRINDER PUMPS & LIFT STATI	5,304.91
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	537.75
		METCALF ENGINEERING AND ENVIRONMENTAL CAPITAL ONE, N.A.	SVC FOR GRAND HARBOR CONDO	1,530.00
			CLNR- PROTA POTTY	29.33
			BATTERIES- GARAGE DOOR	14.18
		PRITCHETT, JOSHUA	MEALS SAFETY SUMMIT- PRITC	100.00
		LUTTRELL, DAKOTAH	MEALS SAFETY SUMMIT- LUTTR	100.00
		CAMPBELL, FRANK	MILEAGE REIMB 11/4-11/11/2	75.00
		STONER CODY	MEALS SAFETY SUMMIT- STONE	100.00
		HEGER, EUGENE	MEALS SAFETY SUMMIT- HEGER	100.00
			TOTAL:	17,066.43
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	387.00
			State Withholding	359.00
		INTERNAL REVENUE SERVICE	Fed WH	821.32
			Fed WH	774.11
			FICA	735.53
			FICA	843.51
			Medicare	172.03
			Medicare	197.26
		ICMA	Loan Repayment	134.33
			Loan Repayment	156.06
			Retirement 457 &	135.50
			Retirement 457 &	127.25
		HSA BANK	HSA Family/Dep. Contributi	45.00
			TOTAL:	4,887.90
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	735.53
			FICA	843.51
			Medicare	172.03
			Medicare	197.26
		ICMA	Retirement 401%	89.09
			Retirement 401%	84.34
			Retirement 401	610.10
			Retirement 401	593.06
		HSA BANK	HSA Family/Dep. Contributi	300.00
		CAPITAL ONE, N.A.	CLEANER	6.77

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				TOTAL:
				3,631.69
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	State Withholding	120.00
			State Withholding	183.00
		INTERNAL REVENUE SERVICE	Fed WH	107.31
			Fed WH	256.36
			FICA	236.13
			FICA	345.21
			Medicare	55.23
			Medicare	80.73
		ICMA	Retirment 457 &	25.17
			Retirment 457 &	25.25
			Retirement 457	45.00
			Loan Repayments	74.35
			Loan Repayments	30.39
			Loan Repayments	<u>37.15</u>
				TOTAL:
				1,621.28
Lee C. Fine Airport	Lee C. Fine Airpor	INTERNAL REVENUE SERVICE	FICA	236.13
			FICA	345.21
			Medicare	55.23
			Medicare	80.73
		ICMA	Retirement 401%	25.17
			Retirement 401%	41.72
			Retirement 401	228.51
			Retirement 401	328.00
		DISH NETWORK	SERV 11/29-12/28/22	91.85
		CINTAS CORPORATION	LCF UNIFORM RENTAL	8.99
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>195.00</u>
				TOTAL:
				1,674.04
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding	46.00
		INTERNAL REVENUE SERVICE	Fed WH	115.38
			Fed WH	222.98
			FICA	147.01
			FICA	218.37
			Medicare	34.38
			Medicare	51.07
		ICMA	Retirment 457 &	8.96
			Retirment 457 &	11.22
			Retirement 457	30.00
		HSA BANK	HSA Family/Dep. Contributi	<u>25.00</u>
				TOTAL:
				910.37
Grand Glaize Airport	Grand Glaize Airpo	INTERNAL REVENUE SERVICE	FICA	147.01
			FICA	218.37
			Medicare	34.38
			Medicare	51.07
		ICMA	Retirement 401%	8.96
			Retirement 401%	22.20
			Retirement 401	142.27
			Retirement 401	221.99
		CHARTER COMMUNICATIONS HOLDING CO LLC	GG CABLE SVC 11/16-121/15/	108.22
		CINTAS CORPORATION	GG UNIFORM RENTAL	3.97
		HSA BANK	HSA Family/Dep. Contributi	<u>105.00</u>
				TOTAL:
				1,063.44

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====

10	General Fund	101,955.86
20	Transportation	5,972.39
30	Water Fund	12,457.04
35	Sewer Fund	19,557.34
40	Ambulance Fund	8,519.59
45	Lee C. Fine Airport Fund	3,295.32
47	Grand Glaize Airport Fund	1,973.81

GRAND TOTAL:		153,731.35
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TOTAL PAGES: 8

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	LAKE SUN LEADER 81525 & 1586450	NOTICE OF GOVT SURPLUS	<u>15.75</u>
			TOTAL:	15.75
Mayor & Board	General Fund	SUN BADGE CO	SLIMLINE TWOTONE BADGE-MAY	<u>150.50</u>
			TOTAL:	150.50
Building Inspection	General Fund	CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	1.36
			BLDG DEPT UNIFORM RENTAL	1.36
			BLDG DEPT UNIFORM RENTAL	<u>1.36</u>
			TOTAL:	4.08
Building Maintenance	General Fund	AB PEST CONTROL INC	CH PEST CONTROL	85.00
			BLDG DEPT UNIFORM RENTAL	4.46
		CINTAS CORPORATION	CH FLOOR MATS	78.88
			BLDG DEPT UNIFORM RENTAL	4.46
			BLDG DEPT UNIFORM RENTAL	4.46
			CH FLOOR MATS	78.88
		STAPLES BUSINESS ADVANTAGE	PAPER TOWELS	44.31
			CUPS	67.36
		AMAZON CAPITAL SERVICES INC	HUMIDIFIER PART- BOILER RO	31.47
		GEO SERVICES LLC	FALL 2022 PMP CHECK	2,000.00
		REEVES-WIEDEMAN COMPANY	FAUCET HOLE COVER-COFFEE M	8.18
			PARTS FOR COFFEE MAKER	<u>5.74</u>
			TOTAL:	2,413.20
Parks	General Fund	CULLIGAN LAKE OF THE OZARKS	WATER SOFTENER 12/1-12/31/	100.00
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHANGE- P1	198.76
		RYAN'S CAR CARE LLC	WINDSHIELD WIPER SWITCH-PA	346.92
		CINTAS CORPORATION	PARKS DEPT UNIFORM RENTAL	3.60
			PARKS DEPT UNIFORM RENTAL	8.80
			PARKS DEPT UNIFORM RENTAL	3.60
		KWIK KAR WASH DETAIL LUBE	KWIK KAR WASH- PARKS	10.00
		COCHRAN ENGINEERING	OSAGE BEACH PRK MSTR PLAN	<u>4,850.00</u>
			TOTAL:	5,521.68
Human Resources	General Fund	LAKE REGIONAL OCCUPATIONAL MEDICINE	PRE EMPLOYMENT TESTING	100.00
			PRE EMPLOYMENT TESTING	80.00
		VALIDITY SCREENING SOLUTIONS	PRE EMPLOYMENT TSTNG	49.50
		ONE TIME VENDOR LAKE BEHAVIORAL HEALTH	DEBRIEF	<u>300.00</u>
			TOTAL:	529.50
Overhead	General Fund	PITNEY BOWES GLOBAL	LEASE PAYMENT 9/30-12/29/2	<u>417.66</u>
			TOTAL:	417.66
Police	General Fund	LEON UNIFORM CO INC	BODY ARMOR	5,385.00
			UNIFORM & ACCESSORIES- SUM	323.00
			UNIFORM & ACCESSORIES-SUMM	192.99
			MENS TACTICAL PANTS	133.50
			TACTICAL PANTS- T. DAVIS	75.99
		MOTOROLA SOLUTIONS INC	REMOTE SPEAKERS	2,131.92
		PSE INSTALLATION	SETUP- 2 NEW POLICE VEHICL	3,272.00
		HEDRICK MOTIV WERKS LLC	PRIORITY STRT & COOLANT- P	276.25
			REPLACE WASHER NOZZLE- PD	63.59
			IGNITION COIL & OIL CHNG-P	90.00
		PARKWAY PLAZA TIRE	FLAT REPAIR- PD 15	25.00
		AMAZON CAPITAL SERVICES INC	DRY ERASE BOARD	66.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	12,036.23
911 Center	General Fund	AMAZON CAPITAL SERVICES INC	HEADSETS- DISPATCH	152.97
			TOTAL:	152.97
Engineering	General Fund	COCHRAN ENGINEERING	ENG GENERAL CONSULT 09/202	12,488.35
			AUTUMN LN ENG 09/2022	210.00
			GREENWOOD DRAINAGE 09/2022	288.75
			BLUFF DR ENG 09/2022	905.00
			AMY LANE ENG 09/2022	4,768.75
			WATER MAIN LOOPING ENG 09/	3,600.00
			TAN TAR A L/S ENG 09/2022	2,872.50
			WELL PLUGGING ENG 09/2022	131.25
			CASE RD DRIVEWAY ENG 09/20	735.00
			SIDEWALK/DRIVEWAY ENG 09/2	47.69
			CITY PARK IRRIG ENG 09/202	498.75
			ELBOW CAY G/S ENG 09/2022	236.25
			OB COMMONS ENG 09/2022	288.75
			GREENWOOD CIR DRNG ENG 09/	183.75
			ENG GENERAL CONSULT 10/202	13,441.39
			AMY LANE ENG 10/2022	527.50
			WATER MAIN LOOPING ENG 10/	6,695.00
			TAN TAR A L/S ENG 10/2022	722.50
			WELL PLUGGING ENG 10/2022	52.50
			CASE RD DRIVEWAY ENG 10/20	603.75
			SIDEWALK/DRIVEWAY ENG 10/2	85.00
			CITY PARK IRRIG ENG 10/202	1,496.25
			ELBOW CAY G/S ENG 10/2022	685.00
			GENERAL ADMIN ENG 10/2022	13.75
			SIDEWALK IMPROV 10/2022	735.00
			PRECISION PAINT WORK 10/20	183.75
			OB COMMONS ENG 10/2022	288.75
			OZARKS RV PARK ENG 10/2022	183.75
			GENERAL ENG 10/2022	1,890.00
			PROFESSIONAL FEES 10/2022	130.00
			GENERAL INSPCTNS 10/2022	656.25
			TOTAL:	55,644.93
Information Technology	General Fund	FORWARD SLASH TECHNOLOGY LLC	BARRACUDA FIREWALL	2,784.00
			NOV MANAGED SVCS	5,477.55
			NOV EMAIL PHISHING SEC TRN	375.00
			NOV VULNERABILITY SCAN	499.00
			NOV BARRACUDA EMAIL SEC	1,524.00
			DEC MANAGED SERVICES	5,477.55
			DEC EMAIL PHISHING SEC TRN	375.00
			DEC VULNERABILITY SCAN	499.00
			DEC BARRACUDA EMAIL SEC	1,476.00
			TOTAL:	18,487.10
Economic Development	General Fund	CONSOLIDATED ELECTRICAL DISTR, INC	GFCI OUTLET- HOLIDAY LGHTS	19.89
		SMART POSTAL CENTERS	CHRISTMAS LIGHTS SIGN- PAR	567.00
		NICK'S TRUE VALUE HARDWARE	GFCI OUTLET- HOLIDAY LIGHT	47.99
			TIMER- HOLIDAY LIGHTS	12.99
			TOTAL:	647.87
NON-DEPARTMENTAL	Transportation	LAKE SUN LEADER 81525 & 1586450	NOTICE OF GOVT SURPLUS	15.75

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
			TOTAL:	15.75		
Transportation	Transportation	CAPITAL MATERIALS LLC	GRAVEL-ANDY FROZEN'S CUSTA	1,151.75		
		MO ONE CALL SYSTEM INC	LOCATES	55.41		
		DAM STEEL SUPPLY	MATERIALS FOR TRK 62	88.50		
		CINTAS CORPORATION	TRANSPO DEPT UNIFORM RENTA	1.10		
			TRANS DEPT UNIFORMS	165.40		
			TRANS DEPT FLOOR MATS	10.33		
			TRANSPO DEPT UNIFORM RENTA	1.10		
			TRANS DEPT UNIFORMS	165.40		
			TRANS DEPT FLOOR MATS	10.33		
			TRANSPO DEPT UNIFORM RENTA	1.10		
		MEYER ELECTRIC CO INC	REPLACE GREEN ARROW-EASTBO	819.58		
		DELTA GASES INC	CYLINDER UPGRADE & GAS-WEL	86.95		
			WIRE & LENS- WELDER	62.93		
			CONTACT TIP & LENS- WELDER	18.15		
		COCHRAN ENGINEERING	EAST OB PKWY #2 LOR22-273	2,288.60		
			INDUSTRIAL DR PRJCT SUPP #	18,072.50		
		MO DEPARTMENT OF CORRECTIONS	WORK AGREEMENT 10/10-11/10	497.14		
		FORWARD SLASH TECHNOLOGY LLC	DELL TRNSCVR & NETGEAR PRO	133.96		
			SFP MODULES FOR REPAIR- PW	5.85		
		NICK'S TRUE VALUE HARDWARE	THREAD- WELDER	1.99		
			SCREWS- JOHN DEERE TRACTOR	5.95		
			PARTS FOR WELDER	7.16		
			LENS, BITS, CAP- WELDER	64.65		
		A-1 RENTAL NORTH	HYDROVAC RENTAL	1,500.00		
		HUTCHINSON SALT CO, INC	ROAD SALT	5,601.73		
			ROAD SALT	1,867.00		
			ROAD SALT	7,983.07		
			ROAD SALT	1,997.63		
			TOTAL:	42,665.26		
		Water	Water Fund	USABUEBOOK	HYDRANT PAINT	284.16
					REPLACEMENT QUILL	126.95-
				MO ONE CALL SYSTEM INC	LOCATES	55.42
				BRENNTAG MID SOUTH INC	HYDROFLUOROSILICIC ACID	4,141.20
CORE & MAIN LP	HYDRANT EXTENSIONS			1,038.41		
	HYDRANT EXTENSIONS			2,222.55		
	HYDRANT EXTENSIONS			1,106.70		
	COUPLINGS- WATER LEAK REPA			355.62		
CINTAS CORPORATION	WATER DEPT UNIFORM RENTAL			1.10		
	WATER DEPT UNIFORMS			129.82		
	WATER DEPT FLOOR MATS			10.32		
	WATER DEPT UNIFORM RENTAL			1.10		
	WATER DEPT UNIFORMS			129.82		
	WATER DEPT FLOOR MATS			10.32		
	WATER DEPT UNIFORM RENTAL			1.10		
LO ENVIRONMENTAL LLC	WATER TESTING- PROCTER			30.00		
FORWARD SLASH TECHNOLOGY LLC	DELL TRNSCVR & NETGEAR PRO			133.96		
	VPN IPADS			696.00		
	SFP MODULES FOR REPAIR- PW			5.87		
REEVES-WIEDEMAN COMPANY	UTILITY KNIFE			19.99		
	SAW BLADES			496.63		
A-1 RENTAL NORTH	HYDROVAC RENTAL			1,506.00		
SPRINGFIELD WINWATER WORKS COMPANY	CLOW REPAIR KITS			3,865.66		
	TOTAL:	16,114.80				

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Sewer	Sewer Fund	USABUEBOOK	HIGH HEAT DRAIN OPENER	859.51
		MO ONE CALL SYSTEM INC	LOCATES	55.42
		MUNICIPAL EQUIPMENT CO	REPLACEMENT PUMP- ROCKWAY	34,395.68
		O'REILLY AUTOMOTIVE STORES INC	HYDRAULIC COUPLING-INVENTO	10.64
		CONSOLIDATED ELECTRICAL DISTR, INC	PARTS- 1419 APPLE BLOSSOM	97.36
		BOWLING ELECTRIC MACHINE	TITAN CONTACTORS- INVENTOR	115.50
		CORE & MAIN LP	PARTS FOR PUMP REPAIR	170.61
			VALVE BOX ADAPTER- WINN RD	190.40
			COUPLINGS- INDUSTRIAL	249.72
			COUPLINGS- REDHEAD	300.79
		CINTAS CORPORATION	SEWER DEPT UNIFORM RENTAL	1.25
			SEWER DEPT UNIFORMS	228.81
			SEWER DEPT FLOOR MATS	10.33
			SEWER DEPT UNIFORM RENTAL	1.25
			SEWER DEPT UNIFORMS	228.81
			SEWER DEPT FLOOR MATS	10.33
			SEWER DEPT UNIFORM RENTAL	1.25
		AMAZON CAPITAL SERVICES INC	HEADLIGHT & GLASS STRUTS	147.45
		FORWARD SLASH TECHNOLOGY LLC	DELL TRNSVR & NETGEAR PRO	133.97
			VPN IPADS	696.01
			SFP MODULES FOR REPAIR- PW	5.88
		REEVES-WIEDEMAN COMPANY	CONDUIT PIPE- CHERRY BLOSS	34.00
			PARTS FOR REPAIR- REDHEAD	672.35
			HEX BUSHING- REDHEAD L/S	31.75
		SPRINGFIELD WINWATER WORKS COMPANY	REPAIR BANDS	5,076.05
		SUNSET TIRE AND SERVICE	OIL CHANGE- TRK 75	1,725.50
			OIL CHNG,REPLACE MIRROR- T	1,008.14
			OIL CHNG & INSPCTN- TRK 71	112.88
			TIRES- TRAILER #9	<u>986.04</u>
			TOTAL:	47,557.68
Ambulance	Ambulance Fund	AIRGAS INC	LEASE RENEWAL 12/2022-11/2	196.75
		DOUGLAS G WILSON DO PC	NOV MEDICAL DIRECTOR SVC	1,000.00
		MCKESSON MEDICAL SURGICAL MN SUPPLY IN	MEDICAL SUPPLIES	28.90
			MEDICAL SUPPLIES	23.12
			MEDICAL SUPPLIES	328.16
			MEDICAL SUPPLIES	51.75
			MEDICAL SUPPLIES	30.68
		QUADMED INC	MEDICAL SUPPLIES	132.76
			MEDICAL SUPPLIES	<u>17.95</u>
			TOTAL:	1,810.07
Lee C. Fine Airport	Lee C. Fine Airpor	NAEGLER OIL CO	7,547 GAL LCF JET FUEL	32,939.18
		HEDRICK MOTIV WERKS LLC	OIL CHNG,DRIVE BELT,INSPCT	278.27
		CINTAS CORPORATION	LCF UNIFORM RENTAL	8.99
			LCF UNIFORM RENTAL	8.99
			LCF UNIFORM RENTAL	8.99
		ARTHUR J GALLAGHER & CO (ILLINOIS)	AIRPORT LIABILITY 1/23-12/	<u>3,366.00</u>
			TOTAL:	36,610.42
Grand Glaize Airport	Grand Glaize Airpo	CINTAS CORPORATION	GG UNIFORM RENTAL	3.97
			GG UNIFORM RENTAL	3.97
			GG UNIFORM RENTAL	3.97
		O'REILLY AUTOMOTIVE STORES INC	ELECTRICAL CONNECTORS	6.49
		SMITH PAPER & JANITOR SUPPLY CO INC	PPR TOWELS,GLOVES,TP-GG AI	149.32
		ARTHUR J GALLAGHER & CO (ILLINOIS)	AIRPORT LIABILITY 1/23-12/	<u>3,366.00</u>
			TOTAL:	3,533.72

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====

10	General Fund	96,021.47
20	Transportation	42,681.01
30	Water Fund	16,114.80
35	Sewer Fund	47,557.68
40	Ambulance Fund	1,810.07
45	Lee C. Fine Airport Fund	36,610.42
47	Grand Glaize Airport Fund	3,533.72

GRAND TOTAL:		244,329.17
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TOTAL PAGES: 5

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 15, 2022
Originator: Edward Rucker, City Attorney
Presenter: Edward Rucker, City Attorney

Agenda Item:

Bill 22-92 - An ordinance of the City of Osage Beach, Missouri, authorizing the issuance of the City of Osage Beach, Missouri's Tax Increment Financing Revenue Notes (Osage Beach Commons Redevelopment Area), Series A, B and C, to provide funds to fund certain redevelopment project costs; and approving certain documents and actions in connection with the issuance of the notes. *Second Reading*

Requested Action:

Second Reading of Bill #22-92

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:

Recommend adoption

City Attorney Comments:

Per City Code 110.230, Bill 22-92 is in correct form.

City Administrator Comments:

The first reading was read and approved on December 1, 2022. I concur with the department's recommendation.

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF OSAGE BEACH, MISSOURI'S TAX INCREMENT FINANCING REVENUE NOTES (OSAGE BEACH COMMONS REDEVELOPMENT AREA), SERIES A, B AND C, TO PROVIDE FUNDS TO FUND CERTAIN REDEVELOPMENT PROJECT COSTS; AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE NOTES.

WHEREAS, the City of Osage Beach, Missouri (the "City") is authorized and empowered under the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, RSMo. (the "Act") to issue notes for the purpose of providing funds to fund or finance the costs of certain redevelopment projects and to pay certain costs related to the issuance of such notes; and

WHEREAS, pursuant to Ordinance Nos. 17.43 and 17.72, adopted on June 29, 2017 and November 16, 2017, respectively, the City approved the Osage Beach Commons Tax Increment Financing (TIF) Redevelopment Plan and an amendment thereof (as amended, the "Redevelopment Plan"), which Redevelopment Plan contemplates the issuance of tax increment revenue notes to provide funds to fund certain redevelopment project costs; and

WHEREAS, pursuant to Ordinance No. 17.63, adopted on September 21, 2017, and Ordinance No. 20.57, adopted on September 3, 2020, the City approved a Redevelopment Agreement and an amendment thereto between the City and the TSG Osage Beach, LLC (as amended, the "Original Redevelopment Agreement"); and

WHEREAS, on August 23, 2021, TSG Osage Beach, LLC assigned its interest in the Original Redevelopment Agreement to its affiliate, TSG Osage Beach Project, Inc. (the "Developer"); and

WHEREAS, pursuant to Ordinance No. 17.73, adopted on August 4, 2022, the City approved the "Redevelopment Project" described in the Redevelopment Plan and activated tax increment financing within the "Redevelopment Area" described in the Redevelopment Plan; and

WHEREAS, the Original Redevelopment Agreement provides that the City will, at the request of the Developer, consider the issuance of tax increment financing revenue notes upon the terms and conditions provided in the Original Redevelopment Agreement; and

WHEREAS, the Developer has requested that the City issue the tax increment financing revenue notes contemplated by the Original Redevelopment Agreement and the City is amenable to such request.

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

Section 1. Approval of City Documents. The Board of Aldermen hereby approves the following documents (collectively, the “City Documents”), in substantially the forms presented to and reviewed by the Board of Aldermen at this meeting and attached to this Ordinance (copies of which documents shall be filed in the records of the City), with such changes therein as shall be approved by the officer or officers of the City executing such documents, such officer’s or officers’ signatures thereon being conclusive evidence of his, her or their approval thereof:

(a) Second Amendment to Redevelopment Agreement (the “Second Amendment to Redevelopment Agreement”) between the City and the Developer, attached hereto as **Exhibit A**;

(b) Trust Indenture (the “Indenture”) between the City and UMB Bank, N.A., as trustee (the “Trustee”), attached hereto as **Exhibit B**; and

(c) Tax Compliance Agreement (the “Tax Compliance Agreement”) by and between the City and the Trustee, in a form approved by the City Attorney, Gilmore & Bell, P.C. and the Mayor and consistent with the form of tax compliance agreement generally used for tax-exempt tax increment financing municipal obligations based on the applicable laws and regulations at the time of issuance of any Tax-Exempt TIF Notes (as defined in the Indenture).

Section 2. Execution of City Documents. The Mayor is hereby authorized and directed to execute and to deliver the Notes 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 Indenture. The Mayor is hereby authorized and directed to execute and deliver, on behalf of the City, 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. The City Clerk is hereby authorized and directed to attest to the Notes, 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 3. Issuance of Notes. To accomplish the purposes of the Act and to provide for the payment of Reimbursable Project Costs (as defined in the Original Redevelopment Agreement), the City hereby authorizes the issuance of the following series of tax increment financing revenue notes:

(a) \$3,450,000 original principal amount Tax-Exempt Tax Increment Financing Revenue Notes (Osage Beach Commons Redevelopment Area), Series A (the “Series A Notes”),

(b) \$500,000 original principal amount Tax-Exempt Tax Increment Financing Revenue Notes (Osage Beach Commons Redevelopment Area), Series B (the “Series B Notes”), and

(c) \$600,000 original principal amount Taxable Tax Increment Financing Revenue Notes (Osage Beach Commons Redevelopment Area), Series C (the “Series C Notes” and, collectively with the Series A Notes and the Series B Notes, the “Notes”).

The Notes shall be issued under and secured by and shall have the terms and provisions set forth in the Original Redevelopment Agreement, as amended by the Second Amendment to Redevelopment Agreement, and the Indenture. The Notes shall bear such dates, shall mature at such times and in the amounts, shall be in such denominations, shall bear interest at such rates, shall be in such forms, shall be subject to redemption, shall have such other terms and provisions, and shall be issued, executed and delivered in such manner subject to such provisions, covenants and agreements as are set forth in the Indenture. The Notes shall be executed on behalf of the City by the Mayor and attested by the City Clerk, and shall have the corporate seal of the City affixed thereto.

Section 4. Special Limited Obligations. The Notes and the interest thereon shall constitute special, limited obligations of the City payable as to principal, premium, if any, and interest solely from Pledged Revenues (as defined in the Indenture) and other moneys pledged thereto and held by the Trustee pursuant to the Indenture. The Notes shall not constitute debts or liabilities of the City (except as provided in the foregoing sentence), the Osage Beach Commons Community Improvement District (the “CID”), the State of Missouri or any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction. None of the City, the City, the Tax Increment Financing Commission of the City of Osage Beach, Missouri (the “Commission”), the commissioners of said Commission, the officers, employees and agents of the City or the CID nor any person executing the Notes shall be personally liable for such obligations by reason of the issuance thereof.

Section 5. Further Authority. The City shall, and the officers, agents and employees of the City are hereby authorized and directed 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 Notes and the City Documents.

Section 6. 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 7. 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: December 1, 2022 READ SECOND TIME: _____

I hereby certify that Ordinance No. 22.92 was duly passed on _____, 2022 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:

Edward B. Rucker, City Attorney

I hereby approved Ordinance No. 22.92.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

EXHIBIT A

SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT

[On file in the City Clerk's Office]

EXHIBIT B

TRUST INDENTURE

[On file in the City Clerk's Office]

FLOOR SUBSTITUE
SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT

This Second Amendment to Redevelopment Agreement (this “Amendment”) is made as of [*Date*], 2022, by and between the **CITY OF OSAGE BEACH, MISSOURI** (the “City”), fourth-class city and political subdivision of the State of Missouri, and **TSG OSAGE BEACH PROJECT, INC.**, a Missouri corporation (the “Developer”), as assignee of TSG Osage Beach, LLC.

RECITALS:

A. In furtherance of the implementation of the Osage Beach Commons Tax Increment Financing (TIF) Redevelopment Plan, the City and the Developer entered into a Redevelopment Agreement dated as of September 21, 2017, as previously amended by Ordinance No. 20.57 (as amended, the “Original Redevelopment Agreement”).

B. The City and the Developer desire to amend certain provisions of the Original Redevelopment Agreement, as provided herein, which amendments are necessary or desirable to facilitate the issuance of the tax increment financing revenue notes contemplated by the Original Redevelopment Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and covenants set forth herein, the City and the Developer hereby agree as follows:

1. Section 4.5.A beginning of the Original Redevelopment Agreement is hereby deleted and replaced with the following:

Developer has projected in the Cost-Benefit Analysis dated April 10, 2017, which accompanied the Redevelopment Plan and which was discussed in the public hearing process, that based on the assumptions in the Cost-Benefit Analysis, the City would receive sales tax revenue (the “**City Revenue**”) for the City’s three sales taxes (General Revenue, Transportation and Special Revenue) in the amounts that are set forth on **Exhibit L** (the “**Projected Amount of City Revenue**”). For purposes of determining the Projected Amount of City Revenue in any given year, the column in **Exhibit L** containing “Series 1” shall mean calendar year 2025 and each column to the right (i.e., Series 2, Series 3, etc.) shall mean the next calendar year (i.e., the Series 2 column will mean 2026, the Series 3 column will mean 2027, etc.).

2. The paragraph labeled Section 4.5.B beginning on Page 18 of the Original Redevelopment Agreement is hereby deleted and replaced with the following:

No later than January 31 of each year, beginning with January 31, 2026 and ending with January 31, 2035, the Developer shall calculate (with the cooperation of the City) and report the total amount of City Revenue that was actually generated by the Project and paid to the City during the then preceding calendar year (with calendar years 2025 through 2034 being referred to herein as “**Revenue Protection Period**”).

3. The paragraph labeled Section 4.5.B beginning on Page 19 of the Original Redevelopment Agreement is hereby deleted and replaced with the following, relabeled as Section 4.5.C:

In the event that the actual City Revenue generated by the Project and paid to the City during a calendar year occurring within the Revenue Protection Period is not at least seventy five percent (75%) of the Projected Amount of City Revenue for the same calendar year, then the amount of City Revenue generated by the Project and paid to the City during such calendar year that is below seventy-five percent (75%) of the Projected Amount of City Revenue for such calendar year shall be the “**City Revenue Deficit**” and the City may withhold the lesser of (1) the City Revenue Deficit for such calendar year or (2) \$30,000 from the next payment of Reimbursable Project Costs to the Developer (or its assignee) under **Section 5.11** (or, if Special Allocation Fund Notes are outstanding, from the next transfer due to the Trustee required by the Indenture); provided, however, that the foregoing shall not reduce the then unpaid balance of Reimbursable Project Costs ultimately distributable to the Developer from the Special Allocation Fund. Any such amount withheld by the City pursuant to the preceding sentence shall be from Economic Activity Taxes and shall be deemed “surplus” under the TIF Act.

4. Section 4.5.C of the Original Redevelopment Agreement is hereby relabeled as Section 4.5.D.

5. Section 4.6.A of the Original Redevelopment Agreement is hereby amended by adding the following to the end of such Section:

Notwithstanding the foregoing, so long as any Special Allocation Fund Notes are outstanding, the aforementioned reduction of the principal amount of the Special Allocation Fund Notes shall be implemented by the City cancelling (or directing the Trustee to cancel) the applicable principal amount of the outstanding Special Allocation Fund Notes.

6. Section 5.4.A.1 of the Original Redevelopment Agreement is hereby deleted and the replaced with the following:

1. The Special Allocation Fund Notes shall bear interest at a rate of (i) 6.0% per annum if Bond Counsel opines that the interest on such notes is excludable from gross income for federal income tax purposes (“Tax-Exempt Notes”) or (ii) 6.5% per annum if no such opinion is provided (“Taxable Notes”). The Special Allocation Fund Notes may be issued in one or more series of Tax-Exempt Notes and one or more series of Taxable Notes.

7. Section 5.4.E of the Original Redevelopment Agreement is hereby deleted in its entirety.

8. Section 5.6.C of the Original Redevelopment Agreement is hereby amended by adding the following to the end of such Section:

Notwithstanding the foregoing, the following restriction will only apply to the portion of the Redevelopment Area located at 4690 Osage Beach Parkway (which, as of December 1, 2022, includes a Hobby Lobby store) so long as the City’s Tax-Exempt Tax Increment Financing Revenue Notes (Osage Beach Commons Redevelopment Area), Series B, issued pursuant to the Trust Indenture

dated as of [*Date*], 2022 between the City and UMB Bank, N.A., as trustee, are outstanding.

9. Except as expressly modified hereby, the provisions of the Original Redevelopment Agreement shall remain unaltered and in full force and effect. The provisions of the Original Redevelopment Agreement, except as expressly modified hereby, are hereby ratified and confirmed.

10. This Amendment may be executed simultaneously 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City and the Developer have caused this Amendment 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

[SEAL]

By: _____
Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

STATE OF MISSOURI)
) SS
COUNTY OF CAMDEN)

On this ____ day of _____, 2022, 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 St. Louis County

(SEAL)

My Commission Expires:

TSG OSAGE BEACH PROJECT, INC.

By: _____
Name: _____
Title: _____

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this ____ day of _____, 2022, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of **TSG OSAGE PROJECT, INC.**, a Missouri corporation, and that he is authorized to sign the foregoing instrument on behalf of said corporation, 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:

[Second Amendment to Redevelopment Agreement]

FLOOR SUBSTITUTE

CITY OF OSAGE BEACH, MISSOURI

and

**UMB BANK, N.A.,
as Trustee**

TRUST INDENTURE

Dated as of [*Date*], 2022

Relating to the City of Osage Beach, Missouri's

**[\$*Principal Amount A*]
Tax-Exempt Tax Increment
Financing Revenue Notes
(Osage Beach Commons
Redevelopment Area)
Series A**

**[\$*Principal Amount B*]
Tax-Exempt Tax Increment
Financing Revenue Notes
(Osage Beach Commons
Redevelopment Area)
Series B**

**[\$*Principal Amount C*]
Taxable Tax Increment
Financing Revenue Notes
(Osage Beach Commons
Redevelopment Area)
Series C**

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TRUST INDENTURE

THIS TRUST INDENTURE (the “Indenture”), made and entered into as of [*Date*], 2022, by and between the **CITY OF OSAGE BEACH, MISSOURI**, a fourth-class city and political subdivision 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, and having a corporate trust office located in St. Louis, Missouri, as trustee (the “Trustee”);

RECITALS:

1. The City is authorized and empowered under the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri (the “Act”), to issue notes for the purpose of providing funds to finance the costs of redevelopment projects and to pay costs related to the issuance of such notes.

2. The Board of Aldermen of the City has heretofore created the Tax Increment Financing Commission of the City of Osage Beach, Missouri (the “Commission”).

3. A plan for redevelopment known as the “Osage Beach Commons Tax Increment Financing (TIF) Redevelopment Plan” dated February 13, 2017 (the “Original Redevelopment Plan” and as subsequently amended by the below-defined First Amendment to Redevelopment Plan, the “Redevelopment Plan”) was prepared and reviewed by the Commission and the City. The Redevelopment Plan applies to an approximately 13.71-acre site in the City, generally bounded by Osage Beach Parkway to the west, parcels fronting Premium Outlet Drive to the north and the east, and U.S. 54 to the south (the “Redevelopment Area”).

4. The Original Redevelopment Plan contemplated a redevelopment project that includes the redevelopment of the Redevelopment Area for modern retail uses (the “Original Redevelopment Project” and as subsequently amended in the First Amendment to Redevelopment Plan, the “Redevelopment Project”).

5. The Commission held a public hearing in conformance with the Act on May 11, 2017, and received comments relative to, among other matters, (a) the Original Redevelopment Plan, (b) the designation of the Redevelopment Area as a redevelopment area (as that term is defined in the Act) and (c) the approval of the Original Redevelopment Project. Following conclusion of the public hearing, the Commission approved a resolution recommending that the City approve the Original Redevelopment Plan, designate the Redevelopment Area and approve the Original Redevelopment Project.

6. On June 29, 2017, the Board of Aldermen of the City adopted (a) Ordinance No. 17.43 approving the Original Redevelopment Plan, designating the Redevelopment Area as a redevelopment area (as that term is defined in the Act), and approving the Original Redevelopment Project and (b) Ordinance No. 17.44, establishing the Osage Beach Commons Community Improvement District (the “CID”) to assist in the redevelopment of the Redevelopment Area.

7. On September 21, 2017, the Board of Aldermen of the City adopted Ordinance No. 17.63 approving a redevelopment agreement (the “Original Redevelopment Agreement” and as subsequently amended by the below-defined First Amendment to Redevelopment Agreement and Second Amendment to Redevelopment Agreement, the “Redevelopment Agreement”) between the City and TSG Osage Beach

Project, Inc., as assignee of TSG Osage Beach, LLC, pursuant to which TSG Osage Beach Project, Inc. agreed to undertake the Redevelopment Project in consideration of the City providing tax increment financing assistance.

8. The Commission held a public hearing in conformance with the Act on October 4, 2017, and received comments relative to an amendment to the Original Redevelopment Plan (the “First Amendment to Redevelopment Plan”), which proposed to amend the Original Redevelopment Plan and the Original Redevelopment Project to include costs associated with repaving Jayhawk Road. Following conclusion of the public hearing, the Commission approved a resolution recommending that the City approve the First Amendment to Redevelopment Plan.

9. On November 16, 2017, the Board of Aldermen of the City adopted Ordinance No. 17.72 approving the First Amendment to Redevelopment Plan.

10. On September 3, 2020, the Board of Aldermen of the City adopted Ordinance No. 20.57 approving an amendment to the Original Redevelopment Agreement (the “First Amendment to Redevelopment Agreement”).

11. On August 23, 2021, TSG Osage Beach, LLC assigned its interest in the Original Redevelopment Agreement to its affiliate, TSG Osage Beach Project, Inc. (the “Developer”).

12. On August 4, 2022, the Board of Aldermen of the City adopted Ordinance No. 17.73 approving the Redevelopment Project and activating tax increment financing in the Redevelopment Area.

13. On [*December 15, 2022*], the Board of Aldermen adopted Ordinance No. ____ (the “Note Ordinance”) (a) approving an amendment to the Original Redevelopment Agreement (the “Second Amendment to Redevelopment Agreement”) and (b) approving documents related thereto and authorizing the issuance of the City’s:

(a) \$[*Principal Amount A*] original principal amount Tax-Exempt Tax Increment Financing Revenue Notes (Osage Beach Commons Redevelopment Area), Series A (the “Series A Notes”),

(b) \$[*Principal Amount B*] original principal amount Tax-Exempt Tax Increment Financing Revenue Notes (Osage Beach Commons Redevelopment Area), Series B (the “Series B Notes”), and

(c) \$[*Principal Amount C*] original principal amount Taxable Tax Increment Financing Revenue Notes (Osage Beach Commons Redevelopment Area), Series C (the “Series C Notes” and, collectively with the Series A Notes and the Series B Notes, the “Notes”),

which Notes collectively satisfy the City’s obligation under the Redevelopment Agreement to issue tax increment financing revenue notes to reimburse the Developer for \$4,550,000 of Reimbursable Project Costs (as defined in the Redevelopment Agreement) incurred in connection with completing the Redevelopment Project.

14. Pursuant to the Note Ordinance, the City is authorized to execute and deliver this Indenture for the purpose of issuing and securing the Notes as hereinafter provided.

15. All things necessary to make the Notes, when authenticated by the Trustee and issued as in this Indenture provided, the valid, legal and binding obligations of the City, and to constitute this Indenture a valid, legal and binding pledge and assignment of the property, rights, interests and revenues herein made for the security of the payment of the principal of and interest on the Notes issued hereunder, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Notes, subject to the terms hereof, have in all respects been duly authorized.

NOW THEREFORE, THIS 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 Notes by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on the Notes 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 Notes contained, does hereby transfer, pledge and assign, without recourse, to the Trustee and its successors and assigns in trust forever, and does hereby grant a security interest unto the Trustee and its successors in trust and its assigns, in and to all and singular the property described in paragraphs (a) and (b) below (said property being herein referred to as the "Trust Estate"), to-wit:

(a) All Net Proceeds derived by the City under and pursuant to and subject to the provisions of the Redevelopment Agreement and the CID Cooperative Agreement or otherwise (excluding the City's rights to payment of its fees and expenses and to be indemnified in certain instances); and

(b) All moneys and securities from time to time held by the Trustee under the terms of this Indenture and any and all other property (real, personal or mixed) 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 transferred, pledged, assigned and/or granted or agreed or intended so to be, to the Trustee and its successors and assigns in trust forever;

IN TRUST NEVERTHELESS, upon the terms and conditions herein set forth for the equal and proportionate benefit, security and protection of all present and future Owners of the Notes Outstanding, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of one Note over or from the others, except as herein otherwise expressly provided;

PROVIDED, NEVERTHELESS, and these presents are upon the express condition, that if the City or its successors or assigns pays or causes to be paid the principal of such Notes with interest, according to the provisions set forth in the Notes, or provides for the payment or redemption of such Notes by depositing or causing to be deposited with the Trustee the entire amount of funds or securities required for payment or redemption thereof when and as authorized by the provisions of **Article IX**, and also pays or causes to be paid all other sums payable hereunder by the City, then these presents and the estate and rights hereby granted shall cease, terminate and become void; otherwise this Indenture shall be and remain in full force;

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Notes 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 of the Notes, as follows:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

Section 101. Definitions of Words and Terms. In addition to words and terms elsewhere defined herein, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

“Act” means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, inclusive, of the Revised Statutes of Missouri.

“Additional Development” all real property in the Redevelopment Area, other than the Anchor Store, that generates Payments in Lieu of Taxes.

“Administrative Costs” shall have the meaning set forth in the Redevelopment Agreement.

“Anchor Store” means the portion of the Redevelopment Area located at 4690 Osage Beach Parkway that currently includes a Hobby Lobby store.

“Approved Investors” means (a) the Developer, (b) an “accredited investor” under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, (c) a “qualified institutional buyer” under Rule 144A promulgated under the Securities Act of 1933, (d) any general business corporation or enterprise with total assets in excess of \$50,000,000, (e) the Lender or (f) the Purchaser.

“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 the Mayor or the City Administrator. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized City Representative.

“Authorized Denominations” means one cent (\$0.01) or any integral multiple thereof.

“Authorized Developer Representative” means Michael Staenberg or such 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 its manager. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Developer Representative.

“Board of Aldermen” means the Board of Aldermen of the City.

“Bond Counsel” means Gilmore & Bell, P.C. or any other attorney or firm of attorneys with a 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.

“Business Day” means any day other than a Saturday, Sunday or any other day on which banking institutions in the city in which the principal corporate trust office of the Trustee is located are required or authorized by law to close.

“CID” means the Osage Beach Commons Community Improvement District, a community improvement district and political subdivision of the State.

“CID Act” means the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri.

“CID Cooperative Agreement” means the Cooperative Agreement dated as of _____, 2018 among the City, the Developer and the CID, as may be amended or supplemented from time to time.

“CID Sales Tax” means the one percent (1.0%) community improvement district sales and use tax imposed by the CID pursuant to Resolution No. 2017-6.

“City” means the City of Osage Beach, Missouri, a fourth-class city and political subdivision of the State.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations, temporary regulations and proposed regulations thereunder.

“Debt Service Fund” means the fund by that name created in **Section 401**.

“Developer” means TSG Osage Beach Project, Inc., a Missouri corporation, or its respective permitted successors or assigns in interest.

“Economic Activity Taxes” shall have the meaning assigned to such term in Section 99.805 of the Act, but not including any license, tax or fee exempted from tax increment financing by State law.

“Event of Default” means any event or occurrence as defined in **Section 701**.

“Government Securities” means direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America and backed by the full faith and credit thereof.

“Interest Payment Date” means each May 1 and November 1, beginning on beginning on the first Interest Payment Date following the initial transfer of moneys to the Special Allocation Fund, and the final maturity date of the Notes.

“Investment Securities” means any of the following securities purchased in accordance with **Section 502**, if and to the extent the same are at the time legal for investment of the funds being invested:

(a) Government Securities;

(b) bonds, notes or other obligations of the State or any political subdivision of the State that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;

(c) 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, including the Trustee or any of its affiliates, that are continuously and fully secured by any one or more of the securities described in clause (a) or (b) above and have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the City;

(d) obligations of 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, Farmers Home Administration and Federal Home Loan Mortgage Corporation;

(e) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, including the Trustee or any of its affiliates, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) and (b) above, which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time deposits;

(f) money market mutual funds that are invested in Government Securities or agreements to repurchase such Government Securities; and

(g) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State.

“Lender” means any banking institution designated by the Developer, and its successors and assigns. Once designated by the Developer, a Lender shall have the rights prescribed hereunder until the Lender notifies the City and the Trustee that it is no longer a lender to the Developer. The initial Lender designated by the Developer is Associated Bank, National Association.

“Net Proceeds” means all money on deposit from time to time (including investment earnings thereon), other than Surplus Payments in Lieu of Taxes, in (a) the PILOTS Account, (b) subject to annual appropriation, the EATS Account (including proceeds from the CID Sales Tax that are subject to tax increment financing and required to be deposited into the EATS Account by operation of Act and the CID Cooperative Agreement), and (c) all money in any other account of the Special Allocation Fund into which money that has been appropriated to the repayment of the Notes has been deposited, excluding in each case (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, or (ii) any sum received by the City or the CID that is the subject of a suit or other claim communicated to the City or the CID which suit or claim challenges the collection of such sum.

“Notes” means any note or notes authenticated and delivered under and pursuant to this Indenture.

“Note Ordinance” means Ordinance No. _____ of the City adopted on [*December 15*], 2022, authorizing the execution and delivery of this Indenture and the issuance of the Notes.

“Opinion of Counsel” means a written opinion of an attorney or firm of attorneys addressed to the Trustee, who may be (except as otherwise expressly provided in this Indenture) counsel to the City, the Owners of the Notes or the Trustee, and who is acceptable to the Trustee.

“Outstanding” means when used with reference to Notes, as of a particular date, all Notes theretofore authenticated and delivered under this Indenture except:

- (a) Notes previously cancelled by the Trustee or delivered to the Trustee for cancellation;
- (b) Notes that are deemed to have been paid in accordance with **Section 902**;
- (c) Notes alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in **Section 206**; and
- (d) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to this Indenture.

“Owner” means the Person in whose name any Note is registered on the Register.

“Paying Agent” means the Trustee or any other bank or trust institution organized under the laws of any state of the United States of America or any national banking association designated by this Indenture as paying agent for the Notes at which the principal of and interest on such Notes shall be payable.

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

“Person” means any natural person, firm, partnership, association, corporation, limited liability company or public body.

“Pledged Revenues” means all Net Proceeds and all moneys held in the Revenue Fund and the Debt Service Fund under this Indenture, together with investment earnings thereon.

“Pro-Rata Portion” means the portion of any fee, cost or transfer to be paid from any of the Anchor Store Subaccount of the PILOTs Account of the Revenue Fund (with respect to Series C Notes), Additional Development Subaccount of the PILOTs Account of the Revenue Fund (with respect to Series B Notes) or the EATS Account of the Revenue Fund (with respect to Series A Notes), as measured by the original principal amount of a specific series of Notes relative to the original principal amounts of all then Outstanding Notes (for example, if only Series B Notes and Series C Notes were Outstanding, the Pro-Rata Portion would be determined by original principal amounts of those two series of Notes).

“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” or “base rate” announced by Bank of America, N.A., or any successor thereto.

“Project Fund” means the fund by that name created in **Section 401**.

“Purchaser” means TSG Osage Beach Project, Inc., a Missouri corporation, and its successors and assigns.

“Record Date” for the interest payable on any Interest Payment Date means the 15th calendar day, whether or not a Business Day, of the month immediately preceding such Interest Payment Date.

“Redevelopment Agreement” means the Redevelopment Agreement dated as of September 21, 2017 between the City and the Developer, as amended by Ordinance No. 20.57 adopted on September 3, 2020 and the Second Amendment to Redevelopment Agreement dated as of [*Date*], 2022, and as may be further amended or supplemented from time to time.

“Redevelopment Plan” shall have the meaning set forth in the recitals to this Indenture.

“Redevelopment Project Costs” shall have the meaning assigned to such term in the Redevelopment Agreement.

“Register” means the registration books of the City kept by the Trustee to evidence the registration, transfer and exchange of Notes.

“Registrar” means the Trustee when acting as such under this Indenture.

“Reimbursable Project Costs” shall have the meaning assigned to such term in the Redevelopment Agreement.

“Revenue Fund” means the fund by that name created in **Section 401**.

“Series A Notes” means the City’s \$[*Principal Amount A*] original principal amount Tax-Exempt Tax Increment Financing Revenue Notes (Osage Beach Commons Redevelopment Area), Series A.

“Series B Notes” means the City’s \$[*Principal Amount B*] original principal amount Tax-Exempt Tax Increment Financing Revenue Notes (Osage Beach Commons Redevelopment Area), Series B.

“Series C Notes” means the City’s \$[*Principal Amount C*] original principal amount Taxable Tax Increment Financing Revenue Notes (Osage Beach Commons Redevelopment Area), Series C.

“Special Allocation Fund” means the “Osage Beach Commons Special Allocation Fund” created within the Treasury of the City in accordance with Section 99.845 of the Act, the TIF Ordinance and the Redevelopment Agreement, and within the Special Allocation Fund a PILOTS Account and an EATS Account.

“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 X**.

“Surplus Payments in Lieu of Taxes” shall have the meaning set forth in the Redevelopment Agreement.

“Tax Compliance Agreement” means the Tax Compliance Agreement between the City and the Trustee, as the same may be amended or supplemented in accordance with the provisions thereof.

“Tax-Exempt TIF Notes” means, collectively, the Series A Notes and the Series B Notes.

“Taxable TIF Notes” means the Series C Notes.

“TIF Ordinance” means Ordinance No. 17.73 of the City adopted on August 4, 2022, authorizing tax increment financing within the Redevelopment Area.

“Trust Estate” means the Trust Estate described in the granting clauses of this Indenture.

“Trustee” means UMB Bank, N.A., St. Louis, Missouri, and its successor or successors and any other association or corporation which at any time may be substituted in its place pursuant to and at the time serving as trustee under this Indenture.

Section 102. Rules of Construction.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Words importing the singular number shall include the plural and vice versa and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

(c) The table of contents hereto and the headings and captions herein are not a part of this document.

(d) Terms used in an accounting context and not otherwise defined shall have the meaning ascribed to them by generally accepted principles of accounting.

(e) 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.

ARTICLE II

THE NOTES

Section 201. Terms of the Notes.

(a) *Authorized Amount and Title of Notes.* No Notes may be issued under the provisions of this Indenture except in accordance with this Article. The Notes shall be issued in three series, titled and in the amounts listed below:

(1) \$[*Principal Amount A*] original principal amount Tax-Exempt Tax Increment Financing Revenue Notes (Osage Beach Commons Redevelopment Area), Series A (the “Series A Notes”),

(2) \$[*Principal Amount B*] original principal amount Tax-Exempt Tax Increment Financing Revenue Notes (Osage Beach Commons Redevelopment Area), Series B (the “Series B Notes”), and

(3) \$[*Principal Amount C*] original principal amount Taxable Tax Increment Financing Revenue Notes (Osage Beach Commons Redevelopment Area), Series C.

(b) *Form of Notes.* The Series A Notes, the Series B Notes and the Series C Notes shall be substantially in the forms set forth in **Exhibit A-1**, **Exhibit A-2** and **Exhibit A-3** attached hereto, respectively, with such appropriate variations, omissions and insertions as are permitted or required by this Indenture, and 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 usage or requirement of law with respect thereto.

(c) *Denominations.* The Notes shall be issuable as fully-registered Notes in Authorized Denominations.

(d) *Numbering.* Unless the City directs otherwise, each series of Notes shall be numbered from R-1 upward.

(e) *Dating.* The Notes shall be dated as of their respective date of issuance, as evidenced by the Trustee's signature on the Certificate of Authentication for each Note.

(f) *Method and Place of Payment.* The principal of and interest on the Notes shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America. The principal shall be payable at the principal corporate trust office of the Trustee or such other office as the Trustee may designate. Payment of interest on any Note shall be made (1) by check or draft of the Trustee mailed to the Person in whose name such Note is registered on the Note Register as of the close of business of the Trustee on the Record Date for such Payment Date, or (2) by electronic transfer to such Owner (or to the Lender) upon written notice delivered to the Trustee at least 5 days prior to any Record Date and signed by such Owner containing the electronic transfer instructions including the name and address of the bank, its ABA routing number, the name and account number to which such Owner wishes to have such transfer directed and an acknowledgement that an electronic transfer fee may be applicable. If the Owner has given written instructions to make payments to the Lender, the Trustee shall continue making such payments to the Lender until the Lender notifies the Trustee in writing to discontinue such payments. Except as otherwise provided in subsection (h) with respect to Notes held by the Trustee, no principal on the Notes is payable unless the Owner thereof has surrendered such Notes at the principal corporate trust office of the Trustee or such other office as the Trustee may designate.

(g) *Evidence of Principal Payments.* The payment of principal of the Notes on each Interest Payment Date shall be noted on the Notes on **Schedule A** thereto. The Notes and the original **Schedule A** thereto shall be held by the Trustee in trust, unless otherwise directed in writing by the Owner with the Lender's written consent. If the Notes are held by the Trustee, the Trustee shall, on each Interest Payment Date, send a revised copy of **Schedule A** via facsimile or electronic delivery to the Owner, the City, the Developer and the Lender. Absent manifest error, the amounts shown on **Schedule A** held by the Trustee shall be conclusive evidence of the principal amount paid on the Notes.

Section 202. Nature of Obligations.

(a) The Notes and the interest thereon shall be special, limited obligations of the City payable solely from the Pledged Revenues and other moneys pledged thereto and held by the Trustee as provided herein, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Owners of the Notes, as provided in this Indenture.

(b) The Notes and the interest thereon do not constitute a debt or liability of the City (except as provided in (a) above), the CID, the State or any political subdivision thereof, and do not constitute an indebtedness within the meaning of any constitutional, statutory or charter debt limitation or restriction.

(c) No recourse shall be had for the payment of the principal of or interest on any of the Notes or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained, against any past, present or future member of the Board of Aldermen or the CID's Board of Directors or any trustee, officer, official, employee or agent of the City or the CID, as such, either directly or through the City, the CID or any successor to the City or the CID, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such member of the City or the CID, trustee, officer, official, employee or agent as such is hereby expressly waived and released as a condition of and in consideration for the execution of this Indenture and the issuance of any of the Notes.

(d) THE OBLIGATIONS OF THE CITY WITH RESPECT TO THE NOTES TERMINATE ON AUGUST 4, 2045, WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST THEREON HAS BEEN PAID IN FULL. PORTIONS OF THE PRINCIPAL AMOUNT OF THE NOTES ARE SUBJECT TO CANCELLATION AS PROVIDED IN SECTION 4.5 AND SECTION 4.6 OF THE REDEVELOPMENT AGREEMENT AND SECTION 208 OF THIS INDENTURE.

Section 203. Execution, Authentication and Delivery of Notes.

(a) The Notes shall be executed on behalf of the City by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and shall have the corporate seal of the City affixed thereto or imprinted thereon. If any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any Note may be signed by such persons as at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

(b) The Notes shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit A** hereto, which shall be manually executed by the Trustee. No Note shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purpose unless and until such Certificate of Authentication has been duly executed by the Trustee. Such executed Certificate of Authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Note shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee, but it shall not be necessary that the same authorized signatory sign the Certificate of Authentication on all of the Notes that may be issued hereunder at any one time.

Section 204. Registration, Transfer and Exchange of Notes.

(a) The Trustee is hereby appointed Registrar and as such shall keep a Register for the registration and for the transfer of Notes as provided in this Indenture. Each Note when issued shall be registered in the name of the Owner thereof on the Register.

(b) **The Notes and beneficial interests therein may only be purchased by or transferred to Approved Investors and only upon the execution by the proposed purchaser or transferee of a letter in substantially the form attached as Exhibit B hereto.** Subject to the limitations of the preceding sentence, any Note may be transferred only upon the Register upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Note a new fully-registered Note or Notes, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture.

(c) Any Note, upon surrender thereof at the payment office of the Trustee, together with an assignment duly executed by the Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee, may, at the option of the Owner thereof, be exchanged for Notes of the same series and maturity, of any denomination or denominations authorized by this Indenture, bearing interest at the same rate, and registered in the name of the Owner.

(d) In all cases in which Notes are exchanged or transferred hereunder, the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Notes in accordance with the provisions of this Indenture. All Notes surrendered in any such exchange or transfer shall forthwith be cancelled by the Trustee.

(e) The City or the Trustee may make a charge against each Owner requesting a transfer or exchange of Notes for every such transfer or exchange of Notes sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such transfer or exchange, the cost of printing, if any, each new Note issued upon any transfer or exchange and the reasonable expenses of the City and the Trustee in connection therewith, and such charge shall be paid before any such new Note shall be delivered. The City or the Trustee may levy a charge against an Owner sufficient to reimburse it for any governmental charge required to be paid in the event the Owner fails to provide a correct taxpayer identification number to the Trustee. Such charge may be deducted from amounts otherwise due to such Owner hereunder or under the Notes.

(f) At reasonable times and under reasonable regulations established by the Trustee, the Register may be inspected and copied by the Developer, the City, the Lender or the Owners (or a designated representative thereof) of 10% or more in principal amount of Notes then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

(g) The Person in whose name any Note is registered on the Register shall be deemed and regarded as the absolute Owner of such Note for all purposes, and payment of or on account of the principal of and interest on any such Note shall be made only to or upon the order of the registered Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

Section 205. Authorization of Notes.

(a) There shall be issued and secured by this Indenture three series of Notes, as described in **Section 201(a)**.

(b) The Notes, as originally issued or issued upon transfer, exchange or substitution, shall be substantially in the form set forth in **Exhibit A** attached hereto. The Notes shall mature (subject to redemption and payment prior to maturity as provided in **Article III**) on August 4, 2045.

(c) The Tax-Exempt TIF Notes shall bear interest (computed on the basis of a 360-day year of twelve 30-day months) at a fixed rate of 6.0%. The Taxable TIF Notes shall bear interest (computed on the basis of a 360-day year of twelve 30-day months) at a fixed rate of 6.5%.

(d) Unpaid interest on the Notes shall not be compounded.

(e) The Trustee is hereby designated as the Paying Agent for the payment of the principal of and interest on the Notes.

(f) The Series A Notes, the Series B Notes and the Series C Notes shall be executed substantially in the forms and manner set forth in **Exhibit A-1**, **Exhibit A-2**, and **Exhibit A-3** hereto, respectively, and delivered to the Trustee for authentication.

(g) Prior to or simultaneously with the authentication and delivery of the Notes by the Trustee, there shall be filed with the Trustee the following:

(1) A copy of the Note Ordinance, certified by the City Clerk of the City, approving the issuance of the Notes and authorizing the execution of this Indenture.

(2) Executed counterparts or copies of this Indenture, the Tax Compliance Agreement, the Redevelopment Agreement and the CID Cooperative Agreement, certified by the City Clerk.

(3) A copy of the Redevelopment Plan, certified by the City Clerk.

(4) An Opinion of Bond Counsel to the effect that the Notes constitute valid and legally binding obligations of the City and that the interest on the Tax-Exempt TIF Notes is excludable from gross income to the owners thereof for federal income tax purposes.

(5) An Opinion of Bond Counsel to the effect that the Notes are exempt from registration under the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.

(6) Such other certificates, statements, receipts, opinions and documents required by any of the foregoing documents or as Bond Counsel, the Trustee or the Lender shall reasonably require for the delivery of the Notes.

(h) When the documents mentioned in subsection (g) have been filed with the Trustee, and when the applicable series of Notes have been executed and authenticated as required by this Indenture, the Trustee shall hold the applicable Notes in trust or deliver the applicable Notes to or upon the order of the purchasers thereof pursuant to **Section 201(g)**, but only upon payment of a purchase price equal to

100% of the par amount of the Notes, which payment shall be deemed to have occurred under the circumstances described in **Section 404**.

Section 206. Mutilated, Lost, Stolen or Destroyed Notes. If any Note becomes mutilated or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Note of like date and tenor as the Note mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Trustee. In the case of any lost, stolen or destroyed Note, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity to the City and the Trustee satisfactory to the Trustee. If any such Note has matured, is about to mature or has been called for redemption, instead of issuing a substitute Note the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Note, the City and the Trustee may require the payment of an amount by the Owner 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 207. Cancellation and Destruction of Notes Upon Payment. All Notes which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity, shall be immediately cancelled upon the payment, redemption or purchase of such Notes and the surrender thereof to the Trustee and periodically destroyed by the Trustee in accordance with applicable record retention requirements. The Trustee shall execute a certificate in duplicate describing the Notes so cancelled, and shall file executed counterparts of such certificate with the City.

Section 208. Application of Redevelopment Agreement Terms. The principal amount of the Notes is subject cancellation under the terms of **Section 4.5** and **Section 4.6** of the Redevelopment Agreement. The City shall notify the Trustee in writing of any cancellation required by **Section 4.5** or **Section 4.6** of the Redevelopment Agreement, specifying the principal amount of the specific series of Notes to be cancelled.

ARTICLE III

REDEMPTION OF NOTES

Section 301. Redemption of Notes Generally. The Notes shall be subject to redemption prior to maturity in accordance with the terms and provisions set forth in this Article.

Section 302. Redemption of Notes.

(a) *Optional Redemption.* The Notes are subject to optional redemption by the City, in whole at any time or in part at any time, at a redemption price of 100% of the principal amount of the Notes to be redeemed, plus accrued interest thereon to the date fixed for redemption.

(b) *Special Mandatory Redemption.*

(1) The Series A Notes are subject to special mandatory redemption by the City on any Interest Payment Date, at the redemption price of 100% of the principal amount being redeemed, together with accrued interest thereon to the date fixed for redemption, in an amount (subject to **Section 303**) equal to the amount which, 40 days (10 days if all of the Series A Notes are held by a single party) prior to each Interest Payment Date, is on deposit in the Series A

Account of the Debt Service Fund and which will not be required for the payment of interest on such Interest Payment Date.

(2) The Series B Notes are subject to special mandatory redemption by the City on any Interest Payment Date, at the redemption price of 100% of the principal amount being redeemed, together with accrued interest thereon to the date fixed for redemption, in an amount (subject to **Section 303**) equal to the amount which, 40 days (10 days if all of the Series B Notes are held by a single party) prior to each Interest Payment Date, is on deposit in the Series B Account of the Debt Service Fund and which will not be required for the payment of interest on such Interest Payment Date.

(3) The Series C Notes are subject to special mandatory redemption by the City on any Interest Payment Date, at the redemption price of 100% of the principal amount being redeemed, together with accrued interest thereon to the date fixed for redemption, in an amount (subject to **Section 303**) equal to the amount which, 40 days (10 days if all of the Series C Notes are held by a single party) prior to each Interest Payment Date, is on deposit in the Series C Account of the Debt Service Fund and which will not be required for the payment of interest on such Interest Payment Date.

Section 303. Selection of Notes to be Redeemed.

(a) Notes shall be redeemed only in Authorized Denominations. When less than all of the Outstanding Notes of a series are to be redeemed and paid prior to maturity, such Notes or portions of Notes to be redeemed shall be redeemed in the order of maturity designated by the City, and, within any maturity, the Trustee shall select the Notes to be redeemed in Authorized Denominations in such equitable manner as it may determine.

(b) In the case of a partial redemption of Notes when Notes of denominations greater than the minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each Authorized Denomination unit of face value shall be treated as though it was a separate Note of the denomination of the minimum Authorized Denomination.

Section 304. Notice of Redemption of Notes.

(a) In the case of Notes called for redemption under **Section 302(a)**, the Trustee shall call Notes for redemption and payment as herein provided and shall give notice of redemption as provided below upon receipt by the Trustee at least 45 days (15 days if all of the Notes are owned by the Developer, the Purchaser or the Lender) prior to the redemption date of a written request of the City. Unless waived by any Owner of Notes to be redeemed, official notice of any redemption of any Note shall be given by the Trustee on behalf of the City by mailing a copy of an official redemption notice by first class mail, postage prepaid, at least 30 days (5 days if all of the Notes are owned by the Developer, the Purchaser or the Lender) and not more than 60 days prior to the date fixed for redemption to the Owner of the Note or Notes to be redeemed at the address shown on the Register; provided, however, that failure of any Owner to receive notice given as provided in this Section or any defect therein as to any particular Note shall not affect the validity of any proceedings for the redemption of any Notes. The requirements of this Section do not apply to Notes called for redemption under **Section 302(b)**.

(b) All official notices of redemption shall be dated and shall state:

(1) the redemption date,

(2) the redemption price,

(3) if less than all Outstanding Notes of a series are to be redeemed, the identification number and maturity date(s) (and, in the case of partial redemption, the respective principal amounts) of the Notes to be redeemed,

(4) that on the redemption date the redemption price will become due and payable upon each such Note or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and

(5) the place where such Notes are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Trustee or such other office as the Trustee may designate.

(c) The Trustee shall provide a copy of each redemption notice by first-class mail or electronic mail to the City, the Developer and the Lender.

Section 305. Effect of Call for Redemption. On or prior to the date fixed for redemption, the City shall deposit moneys or Government Securities with the Trustee as provided in **Sections 402 and 902** to pay the Notes called for redemption, including accrued interest thereon to the redemption date. Upon the happening of the above conditions, and notice having been given as provided in **Section 304**, the Notes or the portions of the principal amount of Notes thus called for redemption shall cease to bear interest on the specified redemption date, provided moneys sufficient for the payment of the redemption price are on deposit at the place of payment at the time, 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.

ARTICLE IV

FUNDS AND REVENUES

Section 401. Creation of Funds. The following funds of the City are hereby created and established with the Trustee:

- (a) Revenue Fund, which shall contain (1) a PILOTS Account, and within such account, an Anchor Store Subaccount and an Additional Development Subaccount, and (2) an EATS Account.
- (b) Debt Service Fund, which shall include a Series A Account, a Series B Account and a Series C Account.
- (c) Project Fund.

Each fund shall be maintained by the Trustee as a separate and distinct trust fund and the moneys therein shall be held, managed, invested, disbursed and administered as provided in this Indenture. All moneys deposited in the funds shall be used solely for the purposes set forth in this Indenture. The Trustee shall keep and maintain adequate records pertaining to each fund and all disbursements therefrom.

Section 402. Revenue Fund.

(a) On or before the 15th calendar day of each month (or the next Business Day thereafter if the 15th is not a Business Day) while the Notes remain Outstanding, the City shall transfer:

(1) all Net Proceeds constituting Payments in Lieu of Taxes attributable to the Anchor Store to the Trustee for deposit into the Anchor Store Subaccount of the PILOTS Account of the Revenue Fund;

(2) all Net Proceeds constituting Payments in Lieu of Taxes attributable to the Additional Development to the Trustee for deposit into the Additional Development Subaccount of the PILOTS Account of the Revenue Fund; and

(3) all Net Proceeds constituting Economic Activity Taxes to the Trustee for deposit into the EATS Account of the Revenue Fund (which Economic Activity Taxes will include proceeds of the CID Sales Tax subject to tax increment financing and required to be deposited into the Special Allocation Fund by operation of the Act and the CID Cooperative Agreement).

Each transfer shall be accompanied by a written report in substantially the form attached hereto as **Exhibit C**. If the City has no Net Proceeds to transfer to the Trustee pursuant to the preceding sentence, the City shall so notify the Trustee in writing on or before the date on which such transfer would otherwise be required. The City shall provide copies of such written reports to the Developer and the Lender. Notwithstanding the foregoing, the City may deduct any amounts required to satisfy the "City Revenue Deficit" under **Section 4.5** of the Redevelopment Agreement from the transfer required by (a)(3) above. The City shall provide notice of any such deduction to the Trustee as part of the written documentation required by **Section 208** hereof.

(b) On each Interest Payment Date, moneys which, according to the Trustee's records, were on deposit in the EATS Account of the Revenue Fund on the 40th day (10th day if all of the Notes are owned by the Developer, the Purchaser or the Lender) prior to each Interest Payment Date, shall be applied, paid, transferred or deposited by the Trustee for the purposes and in the amounts as follows:

(1) Pay arbitrage rebate, if any, that the City certifies to the Trustee is owed with respect to the Series A Notes under Section 148 of the Internal Revenue Code of 1986, as amended, including any costs of calculating arbitrage rebate;

(2) Pay the Pro-Rata Portion of all reasonable fees and expenses owing to the Trustee on or prior to such Interest Payment Date, upon delivery to the City of an invoice for such amount;

(3) Pay the Pro-Rata Portion of any Administrative Costs owing to the City on or prior to such Interest Payment Date, upon delivery to the Trustee of a written request therefor from the City;

(4) At the written direction of the City, pay the Pro-Rata Portion of any extraordinary fees and expenses incurred by the City relating to the Redevelopment Plan, the Redevelopment Agreement and all Notes, including but not limited to (i) any litigation costs not paid by the Developer pursuant to **Section 7.2** of the Redevelopment Agreement and (ii) the costs of responding to any audit, questionnaire or other request for information from the Internal Revenue Service regarding any Tax-Exempt TIF Notes;

(5) Transfer to the Series A Account of the Debt Service Fund for payment of any unpaid interest due on the Series A Notes on a prior Interest Payment Date;

(6) Transfer to the Series A Account of the Debt Service Fund for payment of interest becoming due on the Series A Notes on each Interest Payment Date;

(7) Transfer to the Series A Account of the Debt Service Fund for payment of scheduled principal of (by reason of maturity or mandatory sinking fund redemption) Series A Notes;

(8) Transfer to the Series A Account of the Debt Service Fund, all remaining moneys to the extent possible to pay the principal of and accrued interest on the Series A Notes that are subject to redemption on the next succeeding Interest Payment Date pursuant to **Section 302(b)(1)**;

(9) So long as any Series B Notes are Outstanding, transfer to the Series B Account of the Debt Service Fund for application to the payment of principal of and interest on the Series B Notes, as described in subsections (c)(5)-(8) below; and

(9) So long as any Series C Notes are Outstanding, transfer to the Series C Account of the Debt Service Fund for application to the payment of principal of and interest on the Series C Notes, as described in subsections (d)(4)-(7) below.

(c) On each Interest Payment Date, moneys which, according to the Trustee's records, were on deposit in the Additional Development Subaccount of the PILOTS Account of the Revenue Fund on the 40th day (10th day if all of the Notes are owned by the Developer, the Purchaser or the Lender) prior to each Interest Payment Date, shall be applied, paid, transferred or deposited by the Trustee for the purposes and in the amounts as follows:

(1) Pay arbitrage rebate, if any, that the City certifies to the Trustee is owed with respect to the Series B Notes under Section 148 of the Internal Revenue Code of 1986, as amended, including any costs of calculating arbitrage rebate;

(2) Pay the Pro-Rata Portion of all reasonable fees and expenses owing to the Trustee on or prior to such Interest Payment Date, upon delivery to the City of an invoice for such amount;

(3) Pay the Pro-Rata Portion of any Administrative Costs owing to the City on or prior to such Interest Payment Date, upon delivery to the Trustee of a written request therefor from the City;

(4) At the written direction of the City, pay the Pro-Rata Portion of any extraordinary fees and expenses incurred by the City relating to the Redevelopment Plan, this Agreement and all Notes, including but not limited to (i) any litigation costs not paid by the Developer pursuant to **Section 7.2** of the Redevelopment Agreement and (ii) the costs of responding to any audit, questionnaire or other request for information from the Internal Revenue Service regarding any Tax-Exempt TIF Notes;

(5) Transfer to the Series B Account of the Debt Service Fund for payment of any unpaid interest due on the Series B Notes on a prior Interest Payment Date;

(6) Transfer to the Series B Account of the Debt Service Fund for payment of interest becoming due on the Series B Notes on each Interest Payment Date;

(7) Transfer to the Series B Account of the Debt Service Fund for payment of scheduled principal of (by reason of maturity or mandatory sinking fund redemption) the Series B Notes;

(8) Transfer to the Series B Account of the Debt Service Fund, all remaining moneys to the extent possible to pay the principal of and accrued interest on the Series B Notes that are subject to redemption on the next succeeding Interest Payment Date pursuant to **Section 302(b)(2)**;

(9) So long as any Series A Notes are Outstanding, transfer to the Series B Account of the Debt Service Fund for application to the payment of principal of and interest on the Series B Notes, as described in subsections (b)(5)-(8) above; and

(10) So long as any Series C Notes are Outstanding, transfer to the Series C Account of the Debt Service Fund for application to the payment of principal of and interest on the Series C Notes, as described in subsections (d)(4)-(7) below.

(d) On each Interest Payment Date, moneys which, according to the Trustee's records, were on deposit in the Anchor Store Subaccount of the PILOTS Account of the Revenue Fund on the 40th day (10th day if all of the Notes are owned by the Developer, the Purchaser or the Lender) prior to each Interest Payment Date, shall be applied, paid, transferred or deposited by the Trustee for the purposes and in the amounts as follows:

(1) Pay the Pro-Rata Portion of all reasonable fees and expenses owing to the Trustee on or prior to such Interest Payment Date, upon delivery to the City of an invoice for such amount;

(2) Pay the Pro-Rata Portion of any Administrative Costs owing to the City on or prior to such Interest Payment Date, upon delivery to the Trustee of a written request therefor from the City;

(3) At the written direction of the City, pay the Pro-Rata Portion of any extraordinary fees and expenses incurred by the City relating to the Redevelopment Plan, this Agreement and all Notes, including but not limited to (i) any litigation costs not paid by the Developer pursuant to **Section 7.2** of the Redevelopment Agreement and (ii) the costs of responding to any audit, questionnaire or other request for information from the Internal Revenue Service regarding any Tax-Exempt TIF Notes;

(4) Transfer to the Series C Account of the Debt Service Fund for payment of any unpaid interest due on the Series C Notes on a prior Interest Payment Date;

(5) Transfer to the Series C Account of the Debt Service Fund for payment of interest becoming due on the Series C Notes on each Interest Payment Date;

(6) Transfer to the Series C Account of the Debt Service Fund for payment of scheduled principal (by reason of maturity or mandatory sinking fund redemption) of the Series C Notes;

(7) Transfer to the Series C Account of the Debt Service Fund, all remaining moneys to the extent possible to pay the principal of and accrued interest on the Series C Notes that are subject to redemption on the next succeeding Interest Payment Date pursuant to **Section 302(b)(3)**.

(e) If the moneys available in the applicable accounts and subaccounts of the Revenue Fund are insufficient to pay the City as provided in paragraphs (b)(3)-(4), (c)(3)-(4) and (d)(2)-(3) on any Interest Payment Date, then the unpaid portion shall be carried forward to the next Interest Payment Date, with interest thereon at the Prime Rate.

(f) If the money in the Debt Service Fund is insufficient to pay all accrued interest on the Notes on any Interest Payment Date, then such money shall be applied ratably to the payment of interest, according to the amounts due on such installment, to the persons entitled thereto without any discrimination or privilege.

(g) Upon the payment in full of the principal of and interest on the Notes (or provision has been made for the payment thereof as specified in this Indenture) and the fees, charges and expenses of the Trustee and any Paying Agents, and any other amounts required to be paid under this Indenture, all amounts remaining on deposit in the PILOTS Account of the Revenue Fund and the EATS Account of the Revenue Fund shall be paid to the City for deposit into the Special Allocation Fund.

Section 403. Debt Service Fund.

(a) Except as otherwise provided herein:

(1) all amounts paid and credited to the Series A Account of the Debt Service Fund shall be expended solely for the payment of the principal of, redemption premium, if any, and interest on the Series A Notes as the same mature and become due or upon the redemption thereof;

(2) all amounts paid and credited to the Series B Account of the Debt Service Fund shall be expended solely for the payment of the principal of, redemption premium, if any, and interest on the Series B Notes as the same mature and become due or upon the redemption thereof; and

(3) all amounts paid and credited to the Series C Account of the Debt Service Fund shall be expended solely for the payment of the principal of, redemption premium, if any, and interest on the Series C Notes as the same mature and become due or upon the redemption thereof.

(b) The City hereby authorizes and directs the Trustee to withdraw sufficient moneys from the respective accounts of the Debt Service Fund to first pay all accrued and unpaid interest on the applicable Notes, and second to pay the principal of the applicable Notes until paid in full, each as the same become due and payable. The City hereby authorizes and directs the Trustee to make said moneys so withdrawn available to the Paying Agent for the purpose of paying said principal of and interest on the applicable Notes in the order and with the priority so described.

(c) The Trustee shall use any moneys remaining in the Series A Account of the Debt Service Fund to redeem all or part of the Series A Notes Outstanding and interest to accrue thereon prior to such redemption, in accordance with and to the extent permitted by **Article III**, so long as said moneys are in excess of the amount required for payment of Series A Notes theretofore matured or called for redemption.

(d) The Trustee shall use any moneys remaining in the Series B Account of the Debt Service Fund to redeem all or part of the Series B Notes Outstanding and interest to accrue thereon prior to such redemption, in accordance with and to the extent permitted by **Article III**, so long as said moneys are in excess of the amount required for payment of Series B Notes theretofore matured or called for redemption.

(e) The Trustee shall use any moneys remaining in the Series C Account of the Debt Service Fund to redeem all or part of the Series C Notes Outstanding and interest to accrue thereon prior to such redemption, in accordance with and to the extent permitted by **Article III**, so long as said moneys are in excess of the amount required for payment of Series C Notes theretofore matured or called for redemption.

(f) After payment in full of the principal and interest on the Series A Notes (or provision has been made for the payment thereof as specified in this Indenture), any moneys remaining in the Series A Account of the Debt Service Fund shall be transferred (1) to the Series B Account of the Debt Service Fund so long as any Series B Notes are Outstanding and (2) if no Series B Notes are Outstanding, to the Series C Account of the Debt Service Fund so long as any Series C Notes are Outstanding.

(g) After payment in full of the principal and interest on the Series B Notes (or provision has been made for the payment thereof as specified in this Indenture), any moneys remaining in the Series B Account of the Debt Service Fund shall be transferred (1) to the Series A Account of the Debt Service Fund so long as any Series A Notes are Outstanding and (2) if no Series A Notes are Outstanding, to the Series C Account of the Debt Service Fund so long as any Series C Notes are Outstanding.

(h) No moneys in the Series C Account of the Debt Service Fund shall be used to pay debt service on the Series A Notes or the Series B Notes unless the Trustee obtains an Opinion of Bond Counsel opining that such payments will not adversely affect the exclusion from federal gross income of the interest on Series A Notes or the Series B Notes, as applicable.

(i) After payment in full of the principal of and interest on the Notes (or provision has been made for the payment thereof as specified in this Indenture), and the fees, charges and expenses of the Trustee and any Paying Agents and any other amounts required to be paid under this Indenture, all amounts remaining in the Debt Service Fund shall be paid to the City for deposit into the Special Allocation Fund.

Section 404. Project Fund. Upon issuance of the Notes and delivery of the Notes to or at the direction of the Developer, the Developer shall be deemed to have advanced funds necessary to purchase the Notes, and the City shall be deemed to have deposited such funds in the Project Fund and shall be deemed to have reimbursed the Developer the sum of \$4,550,000 from the amounts deemed to be on deposit in the Project Fund.

Section 405. Non-Presentment of Notes.

(a) If any Note (other than Notes held by the Trustee pursuant to **Section 201(g)**) is not presented for payment when the principal thereof becomes due, either at maturity or at the date fixed for

redemption thereof, and provided the Trustee is holding sufficient funds for the payment thereof, all liability of the City to the Owner thereof for the payment of such Note shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the Owner of such Note who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on such Owner's part under this Indenture or on, or with respect to, said Note. The Trustee shall give notice to the Owners of the Notes that it is holding for their benefit sufficient funds for the payment thereof.

(b) Any moneys so deposited with and held by the Trustee not so applied to the payment of Notes within one year after the date on which the same have become due shall be paid by the Trustee to the City without liability for interest thereon, free from the trusts created by this Indenture. Thereafter, Owners shall look only to the City for payment, and then only to the extent of the amount so repaid by the Trustee. The City shall not be liable for any interest on the sums paid to it pursuant to this Section and shall not be regarded as a trustee of such money.

ARTICLE V

SECURITY FOR DEPOSITS AND INVESTMENT OF MONEYS

Section 501. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for the account of any 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, 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 as otherwise provided herein.

Section 502. Investment of Moneys.

(a) Moneys in all funds and accounts under any provision of this Indenture shall be continuously invested and reinvested by the Trustee in Investment Securities at the written direction of the City given by the Authorized City Representative or, if such written directions are not received, then the Trustee shall invest such moneys in Investment Securities described in subparagraph (f) of the definition thereof. 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. Moneys on deposit in all funds and accounts may be invested only in Investment Securities which mature or are subject to redemption at the option of the owner thereof prior to the date such funds are expected to be needed. The Trustee may make investments through its investment division or short-term investment department or that of its affiliates or subsidiaries. The Trustee shall not be liable for any loss resulting from any investments made in accordance herewith except if the loss was caused by the Trustee's negligence or willful misconduct.

(b) All investments shall constitute a part of the fund or account from which the moneys used to acquire such investments have come. The Trustee shall sell and reduce to cash a sufficient amount of investments in a fund whenever the cash balance therein is insufficient to pay the amounts required to be paid therefrom. The Trustee may transfer investments from any fund or account to any other fund in lieu of cash when required or permitted by the provisions of this Indenture. In determining the balance in any fund or account, investments shall be valued at the lower of their original cost or their fair market value on the date of such valuation.

ARTICLE VI

PARTICULAR COVENANTS AND PROVISIONS

Section 601. Authority to Issue Notes and Execute Indenture. The City covenants that it is duly authorized under the laws of the State to execute and deliver this Indenture, to issue the Notes 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 Notes has been duly and effectively taken; and that the Notes in the hands of the Owners thereof (or held by the Trustee as provided herein) are and will be valid and enforceable limited obligations of the City according to the import thereof.

Section 602. Covenant to Request Appropriations. The City covenants and agrees that its responsible financial officer will include in the budget proposal submitted to the Board of Aldermen for each fiscal year that the Notes are Outstanding a request for an appropriation of moneys in the EATS Account of the Special Allocation Fund for transfer to the Trustee for deposit in the Revenue Fund at the times and in the manner provided in **Section 402**.

Section 603. Performance of Covenants. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Notes and in all proceedings pertaining thereto.

Section 604. 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 further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better assuring, transferring, pledging and assigning to the Trustee, and granting a security interest unto the Trustee in and to the Trust Estate and the other property and revenues herein described. The Redevelopment Agreement and all other documents or instruments required by the Trustee shall be delivered to and held by the Trustee.

Section 605. General Limitation on City Obligations. ANY OTHER TERM OR PROVISION OF THIS INDENTURE OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION WITH THE TRANSACTION WHICH IS THE SUBJECT HEREOF TO THE CONTRARY NOTWITHSTANDING, THE CITY SHALL NOT BE REQUIRED TO TAKE OR OMIT TO TAKE, OR REQUIRE ANY OTHER PERSON OR ENTITY TO TAKE OR OMIT TO TAKE, ANY ACTION WHICH WOULD CAUSE IT OR ANY PERSON OR ENTITY TO BE, OR RESULT IN IT OR ANY PERSON OR ENTITY BEING, IN VIOLATION OF ANY LAW OF THE STATE.

Section 606. Recording and Filing. The City shall file or cause to be kept and filed all financing statements and such other documents as may be necessary to be kept and filed in such manner and in such places as may be required by law in order to preserve and protect fully the security of the owners of the Notes and the rights of the Trustee hereunder. The Trustee shall 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. The City hereby authorizes the filing of financing statements under the Uniform Commercial Code in connection with any security interest granted hereunder. In carrying out its duties under this Section, the Trustee may rely on an Opinion of Counsel specifying what actions are required to comply with this Section, and unless otherwise notified in writing by the City, shall be protected in (a) relying on such initial filing and descriptions in filing any continuation statements or

modifications thereto pursuant to this section and (b) filing any continuation statements in the same filing offices as the initial filings were made.

Section 607. Possession and Inspection of Books and Documents. The City and the Trustee covenant and agree that all books and documents in their possession relating to the Notes, the Special Allocation Fund and to the distribution of proceeds thereof shall at all reasonable times be open to inspection by such accountants or other agencies or persons as the other party, the CID, any Lender or the Developer may from time to time designate.

Section 608. Tax Covenants.

(a) The City shall not use or permit the use of any proceeds of the Tax-Exempt TIF Notes or any other funds of the City, and the Trustee shall not use or permit the use of any proceeds of the Tax-Exempt TIF Notes or any other funds of the City held by the Trustee, directly or indirectly, to acquire any securities or obligations, and shall not use or permit the use of any amounts received by the City or the Trustee in any manner, and shall not take or permit to be taken any other action or actions, which would cause any Tax-Exempt TIF Note to be an “arbitrage bond” within the meaning of Section 148(a) of the Code, or “federally guaranteed” within the meaning of Section 149(b) of the Code. If at any time the City is of the opinion that for purposes of this subsection (a) it is necessary to restrict or limit the yield on or change in any way the investment of any moneys held by the Trustee under this Indenture, the City shall so instruct the Trustee in writing and the Trustee shall act in accordance with such instructions. The City and the Trustee shall be deemed in compliance with this Section to the extent they follow the Tax Compliance Agreement or an opinion of Bond Counsel with respect to the investment of funds hereunder.

(b) The City shall not (to the extent within its power or direction) use or permit the use of any proceeds of Tax-Exempt TIF Notes or any other funds of the City, directly or indirectly, in any manner, and shall not take or permit to be taken any other action or actions, which would result in any of the Tax-Exempt TIF Notes being treated as other than an obligation described in Section 103(a) of the Code.

(c) The City will not (to the extent within its power or direction) use any portion of the proceeds of the Tax-Exempt TIF Notes, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Tax-Exempt TIF Note to be a “private activity bond” within the meaning of Section 141(a) of the Code.

(d) The Trustee agrees to comply with any written letter or opinion of Bond Counsel which sets forth the requirements to comply with any statute, regulation or ruling that may apply to the Trustee hereunder and relating to reporting requirements or other requirements necessary to preserve the exclusion from federal gross income of the interest on the Tax-Exempt TIF Notes.

(e) The foregoing covenants of this Section shall remain in full force and effect notwithstanding the defeasance of the Notes pursuant to **Article IX** or any other provision of this Indenture, until the final scheduled payment of all Notes Outstanding.

Section 609. Collection of Payments in Lieu of Taxes and Economic Activity Tax Revenues. The City shall, at the written request of the Owners of a majority in aggregate principal amount of Notes then Outstanding and upon receipt by the City from said Owners of an amount deemed necessary, in the sole judgment of the City, to enable the City to comply with this Section, (a) take all lawful action within its control to cause the Assessor of Camden County, Missouri to assess the real property and improvements in the Redevelopment Area at the times and in the manner required by the Act and (b) take

such action as may be required to cause the applicable persons or entities to pay the sales taxes associated with the Economic Activity Taxes.

Section 610. Enforcement of Redevelopment Agreement and CID Cooperative Agreement.

(a) The City shall enforce the provisions of the Redevelopment Agreement and the CID Cooperative Agreement in such manner as the City deems prudent and advisable in its good faith discretion. The City may enforce all appropriate available remedies thereunder, including particularly any actual, agreed or liquidated damages for failure to perform under the Redevelopment Agreement or the CID Cooperative Agreement, and shall transfer to the Trustee for deposit to the Revenue Fund all sums received on account of such damages.

(b) The City shall notify the Trustee and each Lender in writing as to any material failure of performance under the Redevelopment Agreement or the CID Cooperative Agreement, and at the time of such notification the City shall also advise the Trustee what action the City proposes to take in enforcing available remedies. If, in the sole judgment of the Trustee, such action is less likely to be effective than some other or additional action, the Trustee shall so advise the City and the Lender promptly in writing. If, within thirty (30) days following advice by the Trustee that some additional or other action would be more effective, the City has not taken such other or additional action, and the Trustee has not, after consultation with the City, withdrawn such advice, upon receipt of indemnification satisfactory to it, the Trustee is hereby authorized to take such action, whether the action suggested by the Trustee or otherwise, as the Trustee may deem most expedient and in the interest of the Owners of the Notes. In furtherance of the rights granted to the Trustee by this Section, the City hereby assigns to the Trustee all of the rights it may have in the enforcement of the Redevelopment Agreement and the CID Cooperative Agreement, further authorizing the Trustee in its own name or in the name of the City to bring such actions, employ such counsel, execute such documents and do such other things as may in the judgment of the Trustee be necessary or appropriate under the circumstance at the expense of the Trust Estate.

ARTICLE VII

DEFAULT AND REMEDIES

Section 701. Events of Default. If any one or more of the following events occurs, it is hereby defined as and declared to be and to constitute an “Event of Default:”

(a) Default in the performance or observance of any of the covenants, agreements or conditions on the part of the City in this Indenture or in the Notes contained, and the continuance thereof for a period of 30 days after written notice thereof has been given (1) to the City by the Trustee, or (2) to the Trustee (which notice of default the Trustee shall be required to accept) and the City by the Lender or by the Owners of not less than 25% in aggregate principal amount of Notes then Outstanding; provided, however, if any default is such that it cannot be corrected within such 30-day period, it shall not constitute an Event of Default if corrective action is instituted by the City within such period and diligently pursued until the default is corrected; or

(b) The filing by the City of a voluntary petition in bankruptcy, or failure by the City to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of the City to carry on its operation, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition

applicable to the City in any proceedings instituted under the provisions of federal bankruptcy law, or under any similar acts which may hereafter be enacted.

The Trustee shall give written notice of any Event of Default to the City and the Developer as promptly as practicable after the occurrence of an Event of Default of which the Trustee has received notice as provided in **Section 801(h)**.

Section 702. Acceleration.

(a) If an Event of Default has occurred and is continuing, the Trustee may, and shall upon the written request of the Lender or the Owners of a majority in aggregate principal amount of the Notes then Outstanding, by notice in writing delivered to the City and the Developer, declare the principal of all Notes then Outstanding and the interest accrued thereon immediately due and payable.

(b) In case of any rescission pursuant to **Section 712**, the Trustee, the City, 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 703. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession.

(a) If an Event of Default has occurred and is continuing, 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 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, but not limited to, (1) reasonable compensation to the Trustee, its agents and counsel, and (2) any reasonable charges and expenses of the Trustee and its counsel hereunder, and the Trustee shall apply the remainder of the moneys so received in accordance with **Section 708**. Whenever all that is due upon the Notes has been paid and all defaults made good, 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.

(b) While in possession of the Trust Estate, the Trustee shall render a summarized statement of receipts and expenditures related to the Trust Estate annually to the City and the Developer.

Section 704. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing, 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 and of the earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 705. Exercise of Remedies by the Trustee.

(a) If an Event of Default has occurred and is continuing, the Trustee may pursue any available remedy at law or equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Notes then Outstanding, and to enforce and compel the performance of the duties and obligations of the City as herein set forth.

(b) If an Event of Default has occurred and is continuing, and if requested so to do by the Owners of not less than 25% in aggregate principal amount of the Notes then Outstanding and indemnified as provided in **Section 801(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, deems most expedient in the interests of the Owners; provided, however, that the Trustee shall not be required to take any action which in its good faith conclusion could result in personal liability to it for which it has not been indemnified as provided in **Section 801**.

(c) All rights of action under this Indenture or under any of the Notes may be enforced by the Trustee without the possession of any of the Notes 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 the necessity of joining as plaintiffs or defendants any Owner, and any recovery or judgment shall, subject to **Section 708**, be for the equal benefit of all the Owners of the Outstanding Notes.

Section 706. 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 notice as provided in **Section 801(h)**, and

(b) such default has become an Event of Default, and

(c) the Owners of not less than 25% in aggregate principal amount of the Notes then Outstanding shall have made written request to the Trustee, shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and shall have provided to the Trustee indemnity as provided in **Section 801(l)**, and

(d) the Trustee shall thereafter fail or refuse to exercise the powers herein granted or to institute such action, suit or proceeding in its own name;

and such notification, request and 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 its, his or 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 Notes then Outstanding. Nothing in this Indenture, however, shall affect or impair the right of any Owner to payment of the principal of and interest on any Note at and after its maturity or the obligation of the City to pay the principal of and interest on each of the Notes to the respective Owners thereof at the time, place, from the source and in the manner herein and in such Note expressed.

Section 707. Right of Owners to Direct Proceedings. Any other provision herein to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Notes then Outstanding or the Lender shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement 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, and provided, further, that the Trustee shall have the right to decline to follow any such direction if the Trustee in good faith determines that the proceeding so directed would involve it in personal liability or the Trustee has not been indemnified as provided in **Section 801**.

Section 708. Application of Moneys in Event of Default. Upon an Event of Default, all moneys held or received by the Trustee pursuant to this Indenture or the Redevelopment Agreement or pursuant to any right given or action taken under this Article shall, after payment of the reasonable fees, costs, advances and expenses of the Trustee and the proceedings resulting in the collection of such moneys (including, without limitation, attorneys' fees), and subject to the provisions of **Section 703**, be deposited in the Debt Service Fund. All moneys in the Debt Service Fund and the Revenue Fund shall be applied as follows:

(a) If the principal of all the Notes has not become or has not been declared due and payable, all such moneys shall be applied:

(1) *First* -- To the payment to the Persons entitled thereto of all installments of interest then due and payable on the Notes, in the order in which such installments of interest became due and payable, with interest thereon at the rate or rates specified in the respective Notes to the extent permitted by law, and, if the amount available is not 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.

(2) *Second* -- To the payment to the Persons entitled thereto of the unpaid principal of any of the Notes that have become due and payable (other than Notes called for redemption for the payment of which moneys or securities are held pursuant to this Indenture), in the order of their due dates, and, if the amount available is not sufficient to pay in full such principal due on any particular date, together with such interest, then to the payment ratably, according to the amounts of principal due on such date, to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Notes has become due or has been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid on all of the Notes, 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 Note over any other Note, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto, without any discrimination or privilege.

(c) If the principal of all the Notes has been declared due and payable, and if such declaration thereafter is rescinded and annulled under the provisions of **Section 712**, then, subject to the provisions of subsection (b) above of this Section in the event that the principal of all the Notes shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (a) of this Section.

Whenever moneys are to be applied pursuant to 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 all of the Notes and interest thereon have been paid under this Section, and all fees, expenses and charges of the Trustee have been paid (including without limitation those of its agents or counsel), and any other amounts required to be paid under this Indenture, any balance remaining in the PILOTS Account of the Revenue Fund and the EATS Account of the Revenue Fund shall be paid to the City for deposit into the Special Allocation Fund.

Section 709. Remedies Cumulative. No remedy conferred by this Indenture 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.

Section 710. Delay or Omission Not Waiver. 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, and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient.

Section 711. Effect of Discontinuance of Proceedings. 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 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 712. Waivers of Events of Default. The Trustee shall waive any Event of Default and its consequences and rescind any acceleration of maturity of principal upon the written request of the Lender or, if there is no Lender, the Owners of a majority in aggregate principal amount of the Notes then Outstanding. In case of any such waiver or rescission, or if any proceeding taken by the Trustee on account of any such Event of Default has been discontinued or abandoned or determined adversely, then and in every such case the City, the Developer, the Trustee, the Lender 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.

ARTICLE VIII

THE TRUSTEE

Section 801. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate 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, prior to the occurrence of an Event of Default and after the curing of all Events of Default which 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, 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 under reasonably similar circumstances would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys, receivers, employees or such other professionals but shall not be answerable for the conduct of the same in accordance with the standard specified above, provided the Trustee has exercised reasonable care in making such selection. The Trustee may act or refrain from acting and conclusively rely upon the opinion or advice of counsel, who may, without limitation, be counsel to the City, the Developer or an employee of the Trustee, concerning all matters of trust hereof and the duties hereunder, and, subject to the restrictions of **Section 802**, may in all cases pay such reasonable compensation to all such agents, attorneys, receivers, employees and other such professionals 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 and shall be fully protected in reliance upon such opinion or advice of counsel.

(c) The Trustee shall not be responsible for any recital herein or in the Notes (except with respect to the Certificate of Authentication of the Trustee endorsed on the Notes), or for the recording or rerecording, filing or refiling of this Indenture or any security agreements in connection therewith, or for insuring any of the improvements constructed as part of the Redevelopment Project or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any or instruments of further assurance, or for the sufficiency of the security for the Notes. 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 V** except if such loss is caused by the Trustee's negligence or willful misconduct.

(d) The Trustee shall not be accountable for the use of any Notes authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the owner or pledgee of Notes with the same rights which it would have if it were not Trustee.

(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 reasonably 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 and in accordance with 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 the Owner of any Note, shall be conclusive and binding upon all future Owners of the same Note and upon Notes 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 deems it desirable that a matter be proven or established prior to taking, suffering or omitting any action hereunder, the Trustee may rely upon a certificate signed by an Authorized City Representative or Authorized Developer Representative as sufficient evidence of the facts therein contained. Prior to the occurrence of an Event of 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 of any Event of Default unless the Trustee is specifically notified in writing of such Event of Default by the City, the Developer or by the Owners of at least 25% in aggregate principal amount of all Notes then Outstanding.

(i) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but shall not be required, to inspect any and all of Redevelopment Project, including all books, papers and records of the City pertaining to the Developer and the Notes, and to take such memoranda from and in regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of its trusts and powers hereunder.

(k) The Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Notes, the withdrawal of any funds, or any action whatsoever within the purview of this Indenture, 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 as are deemed desirable for the purpose of establishing the right of the City to the authentication of any Notes, the withdrawal of any funds or the taking of any other action by the Trustee.

(l) Anything herein to the contrary notwithstanding, before taking any action under this Indenture, other than any action concerning the payment of principal and interest on the Notes under **Article II**, declaring an Event of Default or accelerating the maturity of the Notes, the Trustee may, in its discretion, require that a reasonably satisfactory indemnity be furnished to it by the Owners or other parties for the reimbursement of all reasonable fees, costs liabilities, losses, claims and expenses to which it or its agents or counsel may be put and to protect it against all liability including environmental, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) All moneys received by the Trustee or any Paying Agent shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Indenture or by law. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except as provided herein.

(n) 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, except that:

(1) this subsection shall not be construed to affect the limitation of the Trustee's duties and obligations provided in this Section or the Trustee's right to rely on the truth of statements and the correctness of opinions as provided in this Section;

(2) the Trustee shall not be liable for any error of judgment made in good faith by any one of its directors, officers, agents, attorneys or employees unless it is established that the Trustee was negligent in ascertaining the pertinent facts;

(3) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of a majority of the Owners by principal amount of the Notes then Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture;

(4) subject to subsection (l) above, no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial or environmental liability 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 adequate indemnity against such risk or liability is not reasonably assured to it; and

(5) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

(o) Notwithstanding any other provision of this Indenture to the contrary, any provision 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 and Paying Agent.

Section 802. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees and expenses for its ordinary services rendered hereunder and all agent and counsel fees and other ordinary costs and expenses reasonably and necessarily made or incurred by the Trustee in connection with such ordinary services and, if it becomes necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable and necessary extraordinary costs and expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect 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, expenses and charges of the Trustee as Paying Agent and as Registrar for the Notes. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment prior to payment on account of principal of or interest on any Note, upon all moneys in its possession under any provisions hereof for the foregoing advances, fees, expenses and charges incurred. Notwithstanding the foregoing, if moneys in the Revenue Fund are insufficient to make payment to the Trustee for its fees and expenses, as provided in subparagraph (3) of **Section 402(b)** on any Interest Payment Date, the unpaid portion shall be carried forward to the next Interest Payment Date, together with interest thereon at the Trustee's base lending rate plus 2%.

Section 803. Notice of Default. If a default occurs of which notice is given to the Trustee as provided in **Section 801(h)**, then the Trustee shall within five (5) days give written notice thereof to the City and the Developer and within thirty (30) days (five (5) Business Days if the maturity of the Notes has been accelerated pursuant to **Section 702**) by first class mail to the Owners of all Notes then Outstanding as shown by the Register.

Section 804. 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 of the Notes, the Trustee may intervene on behalf of Owners and shall do so if requested in

writing by the Owners of at least 25% in the aggregate principal amount of Notes then Outstanding, provided that the Trustee shall first have been provided indemnity provided under **Section 801(I)** as it may require against the reasonable costs, expenses and liabilities which it may incur in or by reason of such proceeding, including without limitation attorneys' fees and expenses. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 805. Successor Trustee Upon Merger, Consolidation or Sale. Any corporation or association with or into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which the Trustee 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, provided such corporation or association is otherwise eligible under **Section 808**, 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 806. Resignation or Removal of Trustee. The Trustee and any successor Trustee may at any time resign as Trustee and Paying Agent from the trusts hereby created by giving at least 60 days' written notice to the City, the Developer, the Lender and the Owners. If at any time the Trustee ceases to be eligible in accordance with the provisions of this Indenture, it shall resign immediately in the manner provided in this Section. The Trustee may be removed as Trustee and Paying Agent for cause or without cause at any time by an instrument or concurrent instruments in writing delivered to the Trustee, the Lender, the Developer and signed by the Owners of a majority in aggregate principal amount of Notes then Outstanding. If no Event of Default has occurred and is continuing, or no event exists that constitutes or with the giving of notice or passage of time would constitute a default or Event of Default, the Trustee may be removed as Trustee and Paying Agent for cause (including the failure of the City and the Trustee to agree on the reasonableness of the fees and expenses of the Trustee under this Indenture) at any time by an instrument or concurrent instruments in writing delivered to the Lender, the Developer and the Trustee, and signed by the City. The City, the Lender, the Developer or the Owners of a majority in aggregate principal amount of the Notes then Outstanding may at any time petition any court of competent jurisdiction for the removal for cause of the Trustee as Trustee and Paying Agent. No resignation or removal of the Trustee shall become effective until a successor Trustee has been appointed pursuant to **Section 807** and has accepted its appointment under **Section 809**.

Section 807. 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 may be appointed by the Developer (provided no Event of Default has occurred and is continuing) or the Owners of a majority in aggregate principal amount of Notes then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy the City, by an instrument executed and signed by the Authorized City Representative, may appoint a temporary Trustee to fill such vacancy until a successor Trustee is appointed by the Developer or the Owners in the manner above provided; and any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed by the Developer or such Owners. If a successor Trustee or a temporary Trustee has not been so appointed and accepted such appointment within 30 days of a notice of resignation or removal of the current Trustee, the Trustee may petition a court of competent jurisdiction for the appointment of a successor Trustee to act until such time, if any, as a successor has so accepted its appointment. No resignation or removal of the Trustee and no appointment of a successor Trustee shall become effective until the successor Trustee has accepted its appointment under **Section 809**.

Section 808. Qualifications of Successor Trustees. Any trustee appointed in succession to the Trustee hereunder shall be a trust institution or commercial bank with a corporate trust office located in the State, shall be in good standing and qualified to accept such trusts, shall be subject to examination by a federal or state bank regulatory authority, and shall have a reported capital and surplus of not less than \$100,000,000. If such institution publishes reports of conditions at least annually pursuant to law or regulation, then for the purposes of this Section the capital and surplus of such institution shall be deemed to be its capital and surplus as set forth in its most recent report of condition so published.

Section 809. 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 become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor; and the obligations and duties of the predecessor Trustee hereunder shall cease and terminate; but such predecessor shall, nevertheless, on the written request of the City, 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; and 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 reasonably required by any 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 810. 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 Redevelopment Agreement, and in particular in case of the enforcement of either upon an Event of Default, or if the Trustee deems that by reason of any present or future law of any jurisdiction it may not 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 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 co-trustee or separate trustee, 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 reasonably required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it 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 dies, becomes incapable of acting, resigns or is 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 811. Annual Statement. The Trustee shall render an annual statement for each calendar year ending December 31 to the City, the Developer, the Lender and, if so requested and the expense thereof is paid, to any Owner requesting the same, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds created by this Indenture as of the beginning and close of such accounting period.

Section 812. Paying Agents; Registrar; Appointment and Acceptance of Duties; Removal.

(a) The Trustee is hereby designated and agrees to act as Paying Agent and as Registrar for and in respect of the Notes.

(b) The City may appoint one or more additional Paying Agents for the Notes. Each Paying Agent other than the Trustee shall signify its acceptance of the duties and obligations imposed upon it by the Indenture by executing and delivering to the City and the Trustee a written acceptance thereof. The City may remove any Paying Agent other than the Trustee and any successors thereto, and appoint a successor or successors thereto; provided that any such Paying Agent designated by the City shall continue to be a Paying Agent of the City for the purpose of paying the principal of and interest on the Notes until the designation of a successor as such Paying Agent and acceptance by such successor of the appointment. Each Paying Agent is hereby authorized to pay or redeem Notes when such Notes are duly presented to it for payment or redemption, which Notes shall thereafter be delivered to the Trustee for cancellation.

(c) The Paying Agent (if other than the Trustee) may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 60 days' notice to the City, the Developer, the Lender and the Trustee. The Paying Agent (if other than the Trustee) may be removed by the City at any time by an instrument signed by the City and filed with the Paying Agent and the Trustee, with a copy to the Developer and the Lender. In the event of the resignation or removal of the Paying Agent, the Paying Agent shall pay over, assign and deliver any moneys held by it in such capacity to its successor or, if there be no successor, to the Trustee. Any successor Trustee shall automatically become a successor Paying Agent.

(d) If the City fails to appoint a Paying Agent hereunder, or the Paying Agent resigns or is removed, or is dissolved, or if the property or affairs of the Paying Agent are taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the City has not appointed its successor as Paying Agent, the Trustee shall ipso facto be deemed to be the Paying Agent for all purposes of this Indenture until the appointment by the City of the Paying Agent or successor Paying Agent, as the case may be. The Trustee shall give each Owner notice by first-class mail of the appointment of a Paying Agent or successor Paying Agent.

ARTICLE IX

SATISFACTION AND DISCHARGE OF THE INDENTURE

Section 901. Satisfaction and Discharge of the Indenture.

(a) When the principal of and interest on all the Notes have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 902**, and provision also is made for paying all other sums payable hereunder, including the fees, charges and expenses of the Trustee and the Paying Agents to the date of payment of the Notes, then the right, title and interest of the Trustee under this Indenture shall thereupon cease, determine and be void, and thereupon the Trustee shall cancel, discharge and release this Indenture and shall 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 any property at the time subject to this Indenture which may then be in the Trustee's possession, except amounts in the Debt Service Fund required to be paid to the Owners under **Section 403**, except amounts set aside for payment of arbitrage rebate, if any, and except funds or securities in which such moneys are invested and held by the Trustee for the payment of the principal of and interest on the Notes.

(b) The City is hereby authorized to accept a certificate of the Trustee stating that the whole amount of the principal and interest so due and payable upon all of the Notes then Outstanding has been paid or provision for such payment has been made in accordance with **Section 902** as evidence of satisfaction of this Indenture, and upon receipt thereof the City shall cancel and erase the inscription of this Indenture from its records.

Section 902. Notes Deemed to Be Paid.

(a) Notes shall be deemed to be paid within the meaning of this Article when payment of the principal on such Notes, plus interest thereon to the due date thereof (whether such due date is 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 hereof, or (2) provision therefor has been made by depositing with the Trustee, in trust and irrevocably setting aside exclusively for such payment, (i) moneys sufficient to make such payment or (ii) non-callable Government Securities maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment and, with respect to Tax-Exempt TIF Notes deemed to be paid within the meaning of this Article, the Trustee shall have received an opinion of Bond Counsel (which opinion may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that such deposit will not cause the interest on such Tax-Exempt TIF Notes to be included in gross income for purposes of federal income taxation. At such time as a Note is deemed to be paid hereunder as aforesaid, such Note shall no longer be secured by or be entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of Notes which by their terms may be redeemed prior to the stated maturities thereof, no deposit under clause (2) of subsection (a) above shall be deemed a payment of such Notes as aforesaid until, as to all such Notes which are to be redeemed prior to 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 Notes and interest thereon shall be applied to and be used solely for the payment of the particular Notes and interest thereon with respect to which such moneys and Government Securities have been so set aside in trust.

ARTICLE X

SUPPLEMENTAL INDENTURES

Section 1001. 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 are not 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 release property from the Trust Estate that was included by reason of an error or other mistake;

(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 either of them;

(c) to subject to this Indenture additional revenues, properties or collateral;

(d) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification of the Indenture under the Trust Indenture Act of 1939, as then amended, or any similar federal statute hereafter in effect, or to permit the qualification of the Notes for sale under the securities laws of any state of the United States;

(e) to provide for the refunding of any Notes in accordance with the terms hereof;

(f) to evidence the appointment of a separate trustee or the succession of a new trustee hereunder; or

(g) to make any other change which, in the sole judgment of the Trustee, does not materially adversely affect the interests of the Owners. In exercising such judgment, the Trustee may rely on an Opinion of Counsel.

Section 1002. Supplemental Indentures Requiring Consent of Owners. In addition to Supplemental Indentures permitted by **Section 1001** and subject to the terms and provisions contained in this Section, and not otherwise, with the consent of the Owners of not less than a majority in aggregate principal amount of the Notes then Outstanding and any Lender, the City and the Trustee may from time to time enter into 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 nothing in this Section contained shall permit or be construed as permitting:

(a) an extension of the maturity of the principal of or the scheduled date of payment of interest on any Note;

- (b) a reduction in the principal amount, redemption premium or any interest payable on any Note;
- (c) a privilege or priority of any Note or Notes over any other Note or Notes;
- (d) a reduction in the aggregate principal amount of Notes the Owners of which are required for consent to any such Supplemental Indenture; or
- (e) the modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee.

If at any 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 by first-class mail to each Owner. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee or such other office as the Trustee may designate for inspection by all Owners. If within 60 days or such longer period as shall 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 Notes Outstanding at the time of the execution of any such Supplemental Indenture have consented to and approved the execution thereof as herein provided, no Owner of any Note 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. Upon the execution of any such Supplemental Indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Section 1003. Developer and Lender Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article which affects any rights or obligations of the Developer shall not become effective unless and until the Developer and the Lender, if any, have consented in writing to the execution and delivery of such Supplemental Indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any Supplemental Indenture together with a copy of the proposed Supplemental Indenture to be mailed to the Developer and the Lender at least 45 days prior to the proposed date of execution and delivery of any such Supplemental Indenture.

Section 1004. Opinion of Bond Counsel. Notwithstanding anything to the contrary in **Sections 1001 or 1002**, before the City and the Trustee enter into any Supplemental Indenture pursuant to **Section 1001 or 1002**, there shall have been delivered to the Trustee an Opinion of Bond Counsel stating that such Supplemental Indenture is authorized or permitted by this Indenture and the Act, complies with their respective terms, and will, upon the execution and delivery thereof, be valid and binding upon the City in accordance with its terms and will not adversely affect the exclusion from federal gross income of interest on any Tax-Exempt TIF Notes then Outstanding.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1101. Consents and Other Instruments by Owners. 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 Notes, 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:

(a) The fact and date of the execution by any person of any such instrument (other than the assignment of a Note) 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.

(b) The fact of ownership of Notes and the amount or amounts, numbers and other identification of such Notes, and the date of holding the same shall be proved by the Register, absent manifest error.

Section 1102. Notices. Except as otherwise provided herein, it shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given to or filed with the City, the Trustee, the CID or the Developer if the same is duly mailed by registered or certified mail, postage pre-paid, return receipt requested, or sent by telegram, telecopy or telex or other similar communication, confirmed by telephone, on the same day, addressed as follows, provided that notice to the Trustee shall be effective only upon receipt:

(a) To the City at:

City of Osage Beach
1000 Osage Beach Parkway
Osage Beach, Missouri 65065
Attention: Jeana Woods, City Administrator
Email: jwoods@osagebeach.org

with copies to:

City of Osage Beach
1000 Osage Beach Parkway
Osage Beach, Missouri 65065
Attention: Edward B. Rucker, Esq., City Attorney
Email: erucker@osagebeach.org

Gilmore & Bell, P.C.
One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102
Attention: Mark A. Spykerman, Esq.
Email: mspykerman@gilmorebell.com

(b) To the Trustee at:

UMB Bank, N.A.
2 S. Broadway, Suite 600
St. Louis, Missouri 63102
Attn: Corporate Trust Department

(c) To the Developer at:

TSG Osage Beach Project, Inc.
2127 Innerbelt Business Center Drive, Suite 310
St. Louis, Missouri 63114
Attn: Michael Staenberg
Email: _____

with copies to:

TSG Osage Beach Project, Inc.
2127 Innerbelt Business Center Drive, Suite 310
St. Louis, Missouri 63114
Attn: General Counsel
Email: _____

Lewis Rice, LLC
1010 Walnut Street, Suite 500
Kansas City, Kansas 64106
Attn: Douglas Stone, Esq.
Email: dstone@lewisricekc.com

(d) To the Owners:

By first class mail addressed to each of the Owners of all Notes at the time Outstanding, as shown by the Register. Any notice so mailed to the Owners of the Notes shall be deemed given at the time of mailing whether or not actually received by the Owners of the Notes.

(e) To the Lender:

Associated Bank, National Association
231 S. Bemiston Avenue, Suite 700
St. Louis, Missouri 63105
Attn: Maggie Grzesiowski
Margaret.Grzesiowski@associatedbank.com

In the event of any notice to a party other than the City, a copy of said notice shall be provided to the City. The Lender, if any, shall be provided a copy of any notice to the City, the Developer or the Owners. The above parties may from time to time designate, by notice given hereunder to the other parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1103. Limitation of Rights Under the Indenture. With the exception of rights herein expressly conferred and as otherwise provided in this Section, nothing expressed or mentioned in or to be implied by this Indenture or the Notes is intended or shall be construed to give any person other than the parties hereto, the Developer and the Owners of the Notes, any right, remedy or claim under or in respect to this Indenture. This Indenture and all of the covenants, conditions and provisions hereof are, except as otherwise provided in this Section, intended to be and are for the sole and exclusive benefit of the parties hereto, the Developer and the Owners of the Notes as herein provided.

Section 1104. Suspension of Mail Service. If, because of the temporary or permanent suspension of mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such delivery of notice in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient notice.

Section 1105. Business Days. If any date for the payment of principal of or interest on the Notes or the taking of any other action hereunder is not a Business Day, then such payment shall be due, or such action shall be taken, on the first Business Day thereafter; provided, however, any interest that accrues on any unmatured or unredeemed Notes from the due date shall be payable on the next succeeding Payment Date.

Section 1106. Immunity of Officers, Employees and Members of City. No recourse shall be had for the payment of the principal of or interest on any of the Notes or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future officer, director, member, employee or agent of the City, the governing body of the City, or of any successor public corporation, as such, either directly or through the City or any successor public corporation, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of such Notes.

Section 1107. No Sale. The City covenants and agrees that, except as provided herein or in the Redevelopment Agreement, it will not sell, convey, assign, pledge, encumber or otherwise dispose of any part of the moneys subject to this Indenture.

Section 1108. 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 circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained shall not affect the remaining portions of this Indenture, or any part thereof.

Section 1109. Execution in Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1110. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1111. Electronic Transactions. Unless otherwise specified herein, the transactions and other activities 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 will 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 1112. Action by City. When any action or consent of the City is required by this Indenture, such action or consent may be undertaken or given by an Authorized City Representative.

Section 1113. 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.

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IN WITNESS WHEREOF, the City of Osage Beach, Missouri, has caused these presents to be signed in its name and behalf and its corporate seal to be hereunto affixed and attested by its duly authorized officers, and to evidence its acceptance of the trusts hereby created, UMB Bank, N.A. has caused these presents to be signed in its name by a duly authorized officer, all as of the day and year first above written.

CITY OF OSAGE BEACH, MISSOURI

[SEAL]

By: _____
Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

[Indenture]

**UMB BANK, N.A.,
as Trustee**

By: _____
Name: _____
Title: _____

[Indenture]

EXHIBIT A-1

FORM OF SERIES A NOTES

THIS SERIES A NOTE OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR NEGOTIATED ONLY AS PROVIDED IN THE HEREIN DESCRIBED INDENTURE.

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**Registered
No. R-_____**

**Registered
\$_____**
(See **Schedule A** for amount Outstanding)

CITY OF OSAGE BEACH, MISSOURI

**TAX-EXEMPT TAX INCREMENT FINANCING REVENUE NOTE
(OSAGE BEACH COMMONS REDEVELOPMENT AREA)
SERIES A**

Rate of Interest: 6.0%

Maturity Date: August 4, 2045

REGISTERED OWNER:

PRINCIPAL AMOUNT: \$[*PRINCIPAL AMOUNT A*]

The **CITY OF OSAGE BEACH, MISSOURI**, fourth-class city and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri (the “City”), for value received, hereby promises to pay to the Registered Owner shown above, or registered assigns, the Principal Amount shown above on the Maturity Date shown above unless called for redemption prior to the Maturity Date, and to pay interest thereon from the effective date of registration shown from time to time (with any redemption, principal payment or cancellation of principal reflected on **Schedule A** attached hereto) or from the most recent Interest Payment Date to which interest has been paid or duly provided for (computed on the basis of a 360-day year of twelve 30-day months) at the Interest Rate defined below. Interest shall be payable semiannually on May 1 and November 1 in each year (each, an “Interest Payment Date”), beginning on the first Interest Payment Date following the initial transfer of moneys to the Special Allocation Fund. Interest that remains unpaid on any Interest Payment Date shall not be compounded.

*Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Indenture (as hereinafter defined) or the Redevelopment Agreement dated as of September 21, 2017 between the City and TSG Osage Beach Project, Inc. (the “Developer”), as assignee of TSG Osage Beach, LLC, as amended by Ordinance No. 20.57 adopted on September 3, 2020 and the Second Amendment to Redevelopment Agreement dated as of [*Date*], 2022, and as may be amended or supplemented from time to time (collectively, the “Redevelopment Agreement”).*

THE OBLIGATIONS OF THE CITY WITH RESPECT TO THIS SERIES A NOTE TERMINATE ON AUGUST 4, 2045, WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HEREON HAS BEEN PAID IN FULL.

REFERENCE IS MADE TO THE INDENTURE AND THE REDEVELOPMENT AGREEMENT FOR A COMPLETE DESCRIPTION OF THE CITY'S OBLIGATIONS HEREUNDER.

The principal of this Series A Note shall be paid at maturity or upon earlier redemption to the person in whose name this Series A Note is registered at the maturity or redemption date hereof, upon presentation and surrender of this Series A Note at the principal corporate trust office in St. Louis, Missouri of UMB Bank, N.A., as trustee (the "Trustee"). The interest payable on this Series A Note on any Interest Payment Date shall be paid to the person in whose name this Series A Note is registered on the Register at the close of business on the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Trustee to the address of such registered owner shown on the Register or (b) by electronic transfer to such registered owner upon written notice given to the Trustee and signed by such registered owner, not less than 5 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the United States), ABA routing number and account number to which such registered owner wishes to have such transfer directed and an acknowledgement that an electronic transfer fee may be applicable. The principal or redemption price of and interest on the Series A Notes shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Series A Note is one of an authorized series of fully-registered notes of the City designated "City of Osage Beach, Missouri, Tax-Exempt Tax Increment Financing Revenue Notes (Osage Beach Commons Redevelopment Area), Series A," which together with two other authorized series of fully-registered Notes of the City designated "City of Osage Beach, Missouri, Tax-Exempt Tax Increment Financing Revenue Notes (Osage Beach Commons Redevelopment Area), Series B," and "Taxable Tax Increment Financing Revenue Note (Osage Beach Commons Redevelopment Area), Series C aggregate a principal amount of \$4,550,000 (collectively the "Notes"). The Notes are being issued for the purpose of paying a portion of the Reimbursable Project Costs in connection with the Redevelopment Project described in the Osage Beach Commons Tax Increment Financing (TIF) Redevelopment Plan, under the authority of and in full compliance with the Constitution and laws of the State of Missouri, including particularly the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri (the "Act"), and pursuant to a Trust Indenture dated as of [*Date*], 2022, between the City and the Trustee (said Trust Indenture, as amended and supplemented in accordance with the terms thereof, being herein called the "Indenture").

The Series A Notes constitute special, limited obligations of the City payable as to principal, premium, if any, and interest solely from Series A Note proceeds, Net Proceeds and investment earnings thereon. "Net Proceeds" means all money on deposit from time to time (including investment earnings thereon) in a) the PILOTS Account, (b) subject to annual appropriation, the EATS Account (including proceeds from the CID Sales Tax that are subject to tax increment financing and required to be deposited into the EATS Account by operation of Act and the CID Cooperative Agreement), and (c) all money in any other account of the Special Allocation Fund into which money that has been appropriated to the repayment of the Notes has been deposited, excluding in each case (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, or (ii) any sum received by the City or the CID that is the subject of a suit or other claim communicated to the City or the CID which suit or claim challenges the collection of such sum. The specific Net Proceeds available for repayment of the Series A

Notes are described in **Section 402** of the Indenture. Not all Net Proceeds are available for repayment of the Series A Notes.

The Series A Notes shall not constitute debts or liabilities of the City, the CID, the State of Missouri or any political subdivision thereof within the meaning of any constitutional, statutory or charter debt limitation or restriction. None of the City, the CID, the Tax Increment Financing Commission of the City of Osage Beach, Missouri, the commissioners of said Commission, the officers and employees of the City or the CID, nor any person executing the Series A Notes shall be personally liable for such obligations by reason of the issuance thereof.

NOTWITHSTANDING ANY PROVISION IN THE REDEVELOPMENT AGREEMENT OR IN THE NOTES TO THE CONTRARY, THE NOTES ARE SUBJECT TO CANCELLATION AND DISCHARGE BY THE CITY IN WHOLE OR IN PART WITHOUT PENALTY UNDER THE CONDITIONS SET FORTH IN SECTION 4.5 AND SECTION 4.6 OF THE REDEVELOPMENT AGREEMENT AND SECTION 208 OF THE INDENTURE.

The Series A Notes are subject to optional redemption by the City in whole or in part at any time at a redemption price of 100% of the principal amount of the Series A Notes to be redeemed, plus accrued interest thereon to the date fixed for redemption.

The Series A Notes are subject to special mandatory redemption by the City on any Interest Payment Date, at the redemption price of 100% of the principal amount being redeemed, together with accrued interest thereon to the date fixed for redemption, in an amount equal to the amount which, 40 days prior to each Interest Payment Date (10 days if all of the Series A Notes are owned by a single party), is on deposit in the Series A Account of the Debt Service Fund and which will not be required for the payment of interest on such Interest Payment Date.

If any of the Series A Notes are to be called for redemption as aforesaid, notice of redemption, unless waived, is to be given by the Trustee by mailing an official redemption notice by first class mail at least 30 days (10 days if all of the Series A Notes are owned by a single party) and not more than 60 days prior to the date fixed for redemption to the Registered Owner of each Series A Note to be redeemed at the address shown on the Register as of the date of such notice, as more fully described in the Indenture. Notice of redemption having been given as aforesaid, and provided that moneys are on deposit with the Trustee to effect the required redemption, the Series A Notes or portions of Series A Notes so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City defaults in the payment of the redemption price) such Series A Notes or portions of Series A Notes so called for redemption shall cease to bear interest, shall no longer be secured by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture. Any defect in any notice or the failure of any parties to receive any notice of redemption shall not cause any Series A Note called for redemption to remain Outstanding.

Series A Notes shall be redeemed only in Authorized Denominations. When less than all of the outstanding Series A Notes are to be redeemed and paid prior to maturity, such Series A Notes or portions of Series A Notes to be redeemed shall be redeemed in the order of maturity designated by the City, and, within any maturity, the Trustee shall select the Series A Notes to be redeemed in Authorized Denominations in such equitable manner as the Trustee may determine.

This Series A Note may be transferred or exchanged, as provided in the Indenture, only upon the Register, upon surrender of this Series A Note together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or the registered owner's duly authorized agent. THE OWNER HEREOF EXPRESSLY AGREES, BY SUCH OWNER'S ACCEPTANCE HEREOF,

THAT THE RIGHT TO TRANSFER, ASSIGN OR NEGOTIATE THIS SERIES A NOTE SHALL BE LIMITED TO TRANSFER, ASSIGNMENT OR NEGOTIATION TO APPROVED INVESTORS, AS DEFINED BELOW. Accordingly, this Series A Note will be transferable only upon prior delivery to the Trustee of a letter in substantially the form attached to the Indenture as **Exhibit B**, signed by the transferee, showing that such transferee is an Approved Investor. After the Trustee receives the foregoing statement, a new Series A Note of the same maturity and in the same principal amount outstanding as the Series A Note which was presented for transfer or exchange shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City and the Trustee may deem and treat the person in whose name this Series A Note 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. For the purposes of this Series A Note, "Approved Investor" means (a) the Developer, (b) an "accredited investor" under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, (c) a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933, (d) any general business corporation or enterprise with total assets in excess of \$50,000,000, (e) the Lender or (f) the Purchaser.

This Series A Note shall not be valid or binding on the City 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 issuance of the Series A Notes have existed, happened and been performed in due time, form and manner as required by law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the **CITY OF OSAGE BEACH, MISSOURI** has executed this Series A Note by causing it to be signed by the manual signature of its Mayor and attested by the manual signature of its City Clerk, and its official seal to be affixed or imprinted hereon, and this Series A Note to be dated as of the effective date shown on the Certificate of Authentication.

CITY OF OSAGE BEACH, MISSOURI

By: _____
Mayor

(Seal)

Attest:

City Clerk

CERTIFICATE OF AUTHENTICATION

This Note is one of the Serie A Notes described in the within-mentioned Indenture.

UMB BANK, N.A., as Trustee

Date

By _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Note on the books kept by the Trustee for the registration thereof, with full power of substitution in the premises.

Dated: _____.

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Note in every particular.

Medallion Signature Guarantee:

SCHEDULE A

SCHEDULE OF PRINCIPAL PAYMENTS

<u>Date</u>	<u>Principal Amount Paid/Cancelled</u>	<u>Outstanding Principal Amount</u>	<u>Authorized Signatory of Trustee</u>
_____, 20__	\$	\$	
_____, 20__			
_____, 20__			
_____, 20__			
_____, 20__			
_____, 20__			
_____, 20__			
_____, 20__			
_____, 20__			
_____, 20__			
_____, 20__			
_____, 20__			
_____, 20__			
_____, 20__			
_____, 20__			

EXHIBIT A-2

FORM OF SERIES B NOTES

THIS SERIES B NOTE OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR NEGOTIATED ONLY AS PROVIDED IN THE HEREIN DESCRIBED INDENTURE.

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**Registered
No. R-_____**

**Registered
\$_____**
(See **Schedule A** for amount Outstanding)

CITY OF OSAGE BEACH, MISSOURI

**TAX-EXEMPT TAX INCREMENT FINANCING REVENUE NOTE
(OSAGE BEACH COMMONS REDEVELOPMENT AREA)
SERIES B**

Rate of Interest: 6.0%

Maturity Date: August 4, 2045

REGISTERED OWNER:

PRINCIPAL AMOUNT: \$[*PRINCIPAL AMOUNT B*]

The **CITY OF OSAGE BEACH, MISSOURI**, fourth-class city and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri (the “City”), for value received, hereby promises to pay to the Registered Owner shown above, or registered assigns, the Principal Amount shown above on the Maturity Date shown above unless called for redemption prior to the Maturity Date, and to pay interest thereon from the effective date of registration shown from time to time (with any redemption, principal payment or cancellation of principal reflected on **Schedule A** attached hereto) or from the most recent Interest Payment Date to which interest has been paid or duly provided for (computed on the basis of a 360-day year of twelve 30-day months) at the Interest Rate defined below. Interest shall be payable semiannually on May 1 and November 1 in each year (each, an “Interest Payment Date”), beginning on the first Interest Payment Date following the initial transfer of moneys to the Special Allocation Fund. Interest that remains unpaid on any Interest Payment Date shall not be compounded.

*Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Indenture (as hereinafter defined) or the Redevelopment Agreement dated as of September 21, 2017 between the City and TSG Osage Beach Project, Inc. (the “Developer”), as assignee of TSG Osage Beach, LLC, as amended by Ordinance No. 20.57 adopted on September 3, 2020 and the Second Amendment to Redevelopment Agreement dated as of [*Date*], 2022, and as may be amended or supplemented from time to time (collectively, the “Redevelopment Agreement”).*

THE OBLIGATIONS OF THE CITY WITH RESPECT TO THIS SERIES B NOTE TERMINATE ON AUGUST 4, 2045, WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HEREON HAS BEEN PAID IN FULL.

REFERENCE IS MADE TO THE INDENTURE AND THE REDEVELOPMENT AGREEMENT FOR A COMPLETE DESCRIPTION OF THE CITY'S OBLIGATIONS HEREUNDER.

The principal of this Series B Note shall be paid at maturity or upon earlier redemption to the person in whose name this Series B Note is registered at the maturity or redemption date hereof, upon presentation and surrender of this Series B Note at the principal corporate trust office in St. Louis, Missouri of UMB Bank, N.A., as trustee (the "Trustee"). The interest payable on this Series B Note on any Interest Payment Date shall be paid to the person in whose name this Series B Note is registered on the Register at the close of business on the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Trustee to the address of such registered owner shown on the Register or (b) by electronic transfer to such registered owner upon written notice given to the Trustee and signed by such registered owner, not less than 5 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the United States), ABA routing number and account number to which such registered owner wishes to have such transfer directed and an acknowledgement that an electronic transfer fee may be applicable. The principal or redemption price of and interest on the Series B Notes shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Series B Note is one of an authorized series of fully-registered notes of the City designated "City of Osage Beach, Missouri, Tax-Exempt Tax Increment Financing Revenue Notes (Osage Beach Commons Redevelopment Area), Series B," which together with two other authorized series of fully-registered Notes of the City designated "City of Osage Beach, Missouri, Tax-Exempt Tax Increment Financing Revenue Notes (Osage Beach Commons Redevelopment Area), Series A," and "Taxable Tax Increment Financing Revenue Note (Osage Beach Commons Redevelopment Area), Series C aggregate a principal amount of \$4,550,000 (collectively the "Notes"). The Notes are being issued for the purpose of paying a portion of the Reimbursable Project Costs in connection with the Redevelopment Project described in the Osage Beach Commons Tax Increment Financing (TIF) Redevelopment Plan, under the authority of and in full compliance with the Constitution and laws of the State of Missouri, including particularly the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri (the "Act"), and pursuant to a Trust Indenture dated as of [*Date*], 2022, between the City and the Trustee (said Trust Indenture, as amended and supplemented in accordance with the terms thereof, being herein called the "Indenture").

The Series B Notes constitute special, limited obligations of the City payable as to principal, premium, if any, and interest solely from Series B Note proceeds, Net Proceeds and investment earnings thereon. "Net Proceeds" means all money on deposit from time to time (including investment earnings thereon) in a) the PILOTS Account, (b) subject to annual appropriation, the EATS Account (including proceeds from the CID Sales Tax that are subject to tax increment financing and required to be deposited into the EATS Account by operation of Act and the CID Cooperative Agreement), and (c) all money in any other account of the Special Allocation Fund into which money that has been appropriated to the repayment of the Notes has been deposited, excluding in each case (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, or (ii) any sum received by the City or the CID that is the subject of a suit or other claim communicated to the City or the CID which suit or claim challenges the collection of such sum. The specific Net Proceeds available for repayment of the Series B

Notes are described in **Section 402** of the Indenture. Not all Net Proceeds are available for repayment of the Series B Notes.

The Series B Notes shall not constitute debts or liabilities of the City, the CID, the State of Missouri or any political subdivision thereof within the meaning of any constitutional, statutory or charter debt limitation or restriction. None of the City, the CID, the Tax Increment Financing Commission of the City of Osage Beach, Missouri, the commissioners of said Commission, the officers and employees of the City or the CID, nor any person executing the Series B Notes shall be personally liable for such obligations by reason of the issuance thereof.

NOTWITHSTANDING ANY PROVISION IN THE REDEVELOPMENT AGREEMENT OR IN THE NOTES TO THE CONTRARY, THE NOTES ARE SUBJECT TO CANCELLATION AND DISCHARGE BY THE CITY IN WHOLE OR IN PART WITHOUT PENALTY UNDER THE CONDITIONS SET FORTH IN SECTION 4.5 AND SECTION 4.6 OF THE REDEVELOPMENT AGREEMENT AND SECTION 208 OF THE INDENTURE.

The Series B Notes are subject to optional redemption by the City in whole or in part at any time at a redemption price of 100% of the principal amount of the Series B Notes to be redeemed, plus accrued interest thereon to the date fixed for redemption.

The Series B Notes are subject to special mandatory redemption by the City on any Interest Payment Date, at the redemption price of 100% of the principal amount being redeemed, together with accrued interest thereon to the date fixed for redemption, in an amount equal to the amount which, 40 days prior to each Interest Payment Date (10 days if all of the Series B Notes are owned by a single party), is on deposit in the Series B Account of the Debt Service Fund and which will not be required for the payment of interest on such Interest Payment Date.

If any of the Series B Notes are to be called for redemption as aforesaid, notice of redemption, unless waived, is to be given by the Trustee by mailing an official redemption notice by first class mail at least 30 days (10 days if all of the Series B Notes are owned by a single party) and not more than 60 days prior to the date fixed for redemption to the Registered Owner of each Series A Note to be redeemed at the address shown on the Register as of the date of such notice, as more fully described in the Indenture. Notice of redemption having been given as aforesaid, and provided that moneys are on deposit with the Trustee to effect the required redemption, the Series B Notes or portions of Series B Notes so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City defaults in the payment of the redemption price) such Series B Notes or portions of Series B Notes so called for redemption shall cease to bear interest, shall no longer be secured by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture. Any defect in any notice or the failure of any parties to receive any notice of redemption shall not cause any Series B Note called for redemption to remain Outstanding.

Series B Notes shall be redeemed only in Authorized Denominations. When less than all of the outstanding Series B Notes are to be redeemed and paid prior to maturity, such Series B Notes or portions of Series B Notes to be redeemed shall be redeemed in the order of maturity designated by the City, and, within any maturity, the Trustee shall select the Series B Notes to be redeemed in Authorized Denominations in such equitable manner as the Trustee may determine.

This Series B Note may be transferred or exchanged, as provided in the Indenture, only upon the Register, upon surrender of this Series B Note together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or the registered owner's duly authorized agent. THE OWNER HEREOF EXPRESSLY AGREES, BY SUCH OWNER'S ACCEPTANCE HEREOF,

THAT THE RIGHT TO TRANSFER, ASSIGN OR NEGOTIATE THIS SERIES B NOTE SHALL BE LIMITED TO TRANSFER, ASSIGNMENT OR NEGOTIATION TO APPROVED INVESTORS, AS DEFINED BELOW. Accordingly, this Series B Note will be transferable only upon prior delivery to the Trustee of a letter in substantially the form attached to the Indenture as **Exhibit B**, signed by the transferee, showing that such transferee is an Approved Investor. After the Trustee receives the foregoing statement, a new Series B Note of the same maturity and in the same principal amount outstanding as the Series B Note which was presented for transfer or exchange shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City and the Trustee may deem and treat the person in whose name this Series B Note 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. For the purposes of this Series A Note, "Approved Investor" means (a) the Developer, (b) an "accredited investor" under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, (c) a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933, (d) any general business corporation or enterprise with total assets in excess of \$50,000,000, (e) the Lender or (f) the Purchaser.

This Series B Note shall not be valid or binding on the City 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 issuance of the Series B Notes have existed, happened and been performed in due time, form and manner as required by law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the **CITY OF OSAGE BEACH, MISSOURI** has executed this Series B Note by causing it to be signed by the manual signature of its Mayor and attested by the manual signature of its City Clerk, and its official seal to be affixed or imprinted hereon, and this Series B Note to be dated as of the effective date shown on the Certificate of Authentication.

CITY OF OSAGE BEACH, MISSOURI

By: _____
Mayor

(Seal)

Attest:

City Clerk

CERTIFICATE OF AUTHENTICATION

This Note is one of the Serie A Notes described in the within-mentioned Indenture.

UMB BANK, N.A., as Trustee

Date

By _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Note on the books kept by the Trustee for the registration thereof, with full power of substitution in the premises.

Dated: _____.

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Note in every particular.

Medallion Signature Guarantee:

SCHEDULE A

SCHEDULE OF PRINCIPAL PAYMENTS

<u>Date</u>	<u>Principal Amount Paid/Cancelled</u>	<u>Outstanding Principal Amount</u>	<u>Authorized Signatory of Trustee</u>
_____, 20__	\$	\$	
_____, 20__			
_____, 20__			
_____, 20__			
_____, 20__			
_____, 20__			
_____, 20__			
_____, 20__			
_____, 20__			
_____, 20__			
_____, 20__			
_____, 20__			
_____, 20__			
_____, 20__			
_____, 20__			

EXHIBIT A-3

FORM OF SERIES C NOTES

THIS SERIES C NOTE OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR NEGOTIATED ONLY AS PROVIDED IN THE HEREIN DESCRIBED INDENTURE.

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**Registered
No. R-_____**

**Registered
\$_____**

(See **Schedule A** for amount Outstanding)

CITY OF OSAGE BEACH, MISSOURI

**TAXABLE TAX INCREMENT FINANCING REVENUE NOTE
(OSAGE BEACH COMMONS REDEVELOPMENT AREA)
SERIES C**

Rate of Interest: 6.0%

Maturity Date: August 4, 2045

REGISTERED OWNER:

PRINCIPAL AMOUNT: \$[*PRINCIPAL AMOUNT C*]

The **CITY OF OSAGE BEACH, MISSOURI**, fourth-class city and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri (the “City”), for value received, hereby promises to pay to the Registered Owner shown above, or registered assigns, the Principal Amount shown above on the Maturity Date shown above unless called for redemption prior to the Maturity Date, and to pay interest thereon from the effective date of registration shown from time to time (with any redemption, principal payment or cancellation of principal reflected on **Schedule A** attached hereto) or from the most recent Interest Payment Date to which interest has been paid or duly provided for (computed on the basis of a 360-day year of twelve 30-day months) at the Interest Rate defined below. Interest shall be payable semiannually on May 1 and November 1 in each year (each, an “Interest Payment Date”), beginning on the first Interest Payment Date following the initial transfer of moneys to the Special Allocation Fund. Interest that remains unpaid on any Interest Payment Date shall not be compounded.

*Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Indenture (as hereinafter defined) or the Redevelopment Agreement dated as of September 21, 2017 between the City and TSG Osage Beach Project, Inc. (the “Developer”), as assignee of TSG Osage Beach, LLC, as amended by Ordinance No. 20.57 adopted on September 3, 2020 and the Second Amendment to Redevelopment Agreement dated as of [*Date*], 2022, and as may be amended or supplemented from time to time (collectively, the “Redevelopment Agreement”).*

THE OBLIGATIONS OF THE CITY WITH RESPECT TO THIS SERIES C NOTE TERMINATE ON AUGUST 4, 2045, WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HEREON HAS BEEN PAID IN FULL.

REFERENCE IS MADE TO THE INDENTURE AND THE REDEVELOPMENT AGREEMENT FOR A COMPLETE DESCRIPTION OF THE CITY'S OBLIGATIONS HEREUNDER.

The principal of this Series C Note shall be paid at maturity or upon earlier redemption to the person in whose name this Series C Note is registered at the maturity or redemption date hereof, upon presentation and surrender of this Series C Note at the principal corporate trust office in St. Louis, Missouri of UMB Bank, N.A., as trustee (the "Trustee"). The interest payable on this Series C Note on any Interest Payment Date shall be paid to the person in whose name this Series C Note is registered on the Register at the close of business on the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Trustee to the address of such registered owner shown on the Register or (b) by electronic transfer to such registered owner upon written notice given to the Trustee and signed by such registered owner, not less than 5 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the United States), ABA routing number and account number to which such registered owner wishes to have such transfer directed and an acknowledgement that an electronic transfer fee may be applicable. The principal or redemption price of and interest on the Series C Notes shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Series C Note is one of an authorized series of fully-registered notes of the City designated "City of Osage Beach, Missouri, Taxable Tax Increment Financing Revenue Notes (Osage Beach Commons Redevelopment Area), Series C," which together with two other authorized series of fully-registered Notes of the City designated "City of Osage Beach, Missouri, Tax-Exempt Tax Increment Financing Revenue Notes (Osage Beach Commons Redevelopment Area), Series A," and "Tax-Exempt Tax Increment Financing Revenue Note (Osage Beach Commons Redevelopment Area), Series B aggregate a principal amount of \$4,550,000 (collectively the "Notes"). The Notes are being issued for the purpose of paying a portion of the Reimbursable Project Costs in connection with the Redevelopment Project described in the Osage Beach Commons Tax Increment Financing (TIF) Redevelopment Plan, under the authority of and in full compliance with the Constitution and laws of the State of Missouri, including particularly the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri (the "Act"), and pursuant to a Trust Indenture dated as of [*Date*], 2022, between the City and the Trustee (said Trust Indenture, as amended and supplemented in accordance with the terms thereof, being herein called the "Indenture").

The Series C Notes constitute special, limited obligations of the City payable as to principal, premium, if any, and interest solely from Series C Note proceeds, Net Proceeds and investment earnings thereon. "Net Proceeds" means all money on deposit from time to time (including investment earnings thereon) in a) the PILOTS Account, (b) subject to annual appropriation, the EATS Account (including proceeds from the CID Sales Tax that are subject to tax increment financing and required to be deposited into the EATS Account by operation of Act and the CID Cooperative Agreement), and (c) all money in any other account of the Special Allocation Fund into which money that has been appropriated to the repayment of the Notes has been deposited, excluding in each case (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, or (ii) any sum received by the City or the CID that is the subject of a suit or other claim communicated to the City or the CID which suit or claim challenges the collection of such sum.

The Series C Notes shall not constitute debts or liabilities of the City, the CID, the State of Missouri or any political subdivision thereof within the meaning of any constitutional, statutory or charter debt limitation or restriction. None of the City, the CID, the Tax Increment Financing Commission of the City of Osage Beach, Missouri, the commissioners of said Commission, the officers and employees of the City or the CID, nor any person executing the Series C Notes shall be personally liable for such obligations by reason of the issuance thereof.

NOTWITHSTANDING ANY PROVISION IN THE REDEVELOPMENT AGREEMENT OR IN THE NOTES TO THE CONTRARY, THE NOTES ARE SUBJECT TO CANCELLATION AND DISCHARGE BY THE CITY IN WHOLE OR IN PART WITHOUT PENALTY UNDER THE CONDITIONS SET FORTH IN SECTION 4.5 AND SECTION 4.6 OF THE REDEVELOPMENT AGREEMENT AND SECTION 208 OF THE INDENTURE.

The Series C Notes are subject to optional redemption by the City in whole or in part at any time at a redemption price of 100% of the principal amount of the Series C Notes to be redeemed, plus accrued interest thereon to the date fixed for redemption.

The Series C Notes are subject to special mandatory redemption by the City on any Interest Payment Date, at the redemption price of 100% of the principal amount being redeemed, together with accrued interest thereon to the date fixed for redemption, in an amount equal to the amount which, 40 days prior to each Interest Payment Date (10 days if all of the Series C Notes are owned by a single party), is on deposit in the Series C Account of the Debt Service Fund and which will not be required for the payment of interest on such Interest Payment Date.

If any of the Series C Notes are to be called for redemption as aforesaid, notice of redemption, unless waived, is to be given by the Trustee by mailing an official redemption notice by first class mail at least 30 days (10 days if all of the Series C Notes are owned by a single party) and not more than 60 days prior to the date fixed for redemption to the Registered Owner of each Series A Note to be redeemed at the address shown on the Register as of the date of such notice, as more fully described in the Indenture. Notice of redemption having been given as aforesaid, and provided that moneys are on deposit with the Trustee to effect the required redemption, the Series C Notes or portions of Series C Notes so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City defaults in the payment of the redemption price) such Series C Notes or portions of Series C Notes so called for redemption shall cease to bear interest, shall no longer be secured by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture. Any defect in any notice or the failure of any parties to receive any notice of redemption shall not cause any Series C Note called for redemption to remain Outstanding.

Series C Notes shall be redeemed only in Authorized Denominations. When less than all of the outstanding Series C Notes are to be redeemed and paid prior to maturity, such Series C Notes or portions of Series C Notes to be redeemed shall be redeemed in the order of maturity designated by the City, and, within any maturity, the Trustee shall select the Series C Notes to be redeemed in Authorized Denominations in such equitable manner as the Trustee may determine.

This Series C Note may be transferred or exchanged, as provided in the Indenture, only upon the Register, upon surrender of this Series C Note together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or the registered owner's duly authorized agent. THE OWNER HEREOF EXPRESSLY AGREES, BY SUCH OWNER'S ACCEPTANCE HEREOF, THAT THE RIGHT TO TRANSFER, ASSIGN OR NEGOTIATE THIS SERIES C NOTE SHALL BE LIMITED TO TRANSFER, ASSIGNMENT OR NEGOTIATION TO APPROVED INVESTORS, AS DEFINED BELOW. Accordingly, this Series C Note will be transferable only upon prior delivery to the

Trustee of a letter in substantially the form attached to the Indenture as **Exhibit B**, signed by the transferee, showing that such transferee is an Approved Investor. After the Trustee receives the foregoing statement, a new Series C Note of the same maturity and in the same principal amount outstanding as the Series C Note which was presented for transfer or exchange shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City and the Trustee may deem and treat the person in whose name this Series C Note 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. For the purposes of this Series A Note, "Approved Investor" means (a) the Developer, (b) an "accredited investor" under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, (c) a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933, (d) any general business corporation or enterprise with total assets in excess of \$50,000,000, (e) the Lender or (f) the Purchaser.

This Series C Note shall not be valid or binding on the City 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 issuance of the Series C Notes have existed, happened and been performed in due time, form and manner as required by law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the **CITY OF OSAGE BEACH, MISSOURI** has executed this Series C Note by causing it to be signed by the manual signature of its Mayor and attested by the manual signature of its City Clerk, and its official seal to be affixed or imprinted hereon, and this Series C Note to be dated as of the effective date shown on the Certificate of Authentication.

CITY OF OSAGE BEACH, MISSOURI

By: _____
Mayor

(Seal)

Attest:

City Clerk

CERTIFICATE OF AUTHENTICATION

This Note is one of the Serie A Notes described in the within-mentioned Indenture.

UMB BANK, N.A., as Trustee

Date

By _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Note on the books kept by the Trustee for the registration thereof, with full power of substitution in the premises.

Dated: _____.

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Note in every particular.

Medallion Signature Guarantee:

SCHEDULE A

SCHEDULE OF PRINCIPAL PAYMENTS

<u>Date</u>	<u>Principal Amount Paid/Cancelled</u>	<u>Outstanding Principal Amount</u>	<u>Authorized Signatory of Trustee</u>
_____, 20__	\$	\$	
_____, 20__			
_____, 20__			
_____, 20__			
_____, 20__			
_____, 20__			
_____, 20__			
_____, 20__			
_____, 20__			
_____, 20__			
_____, 20__			
_____, 20__			
_____, 20__			
_____, 20__			
_____, 20__			

EXHIBIT B

PURCHASER'S LETTER OF REPRESENTATIONS

[Date]

City of Osage Beach
1000 Osage Beach Parkway
Osage Beach, Missouri 65065

UMB Bank, N.A.
2 S. Broadway, Suite 600
St. Louis, Missouri 63102
Attn: Corporate Trust Department

Re: \$[*Principal Amount A*] Tax-Exempt Tax Increment Financing Revenue Notes (Osage Beach Commons Redevelopment Area), Series A

 \$[*Principal Amount B*] Tax-Exempt Tax Increment Financing Revenue Notes (Osage Beach Commons Redevelopment Area), Series B

 \$[*Principal Amount C*] Taxable Tax Increment Financing Revenue Notes (Osage Beach Commons Redevelopment Area), Series C

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements with respect to the purchase by the undersigned of the above-referenced notes (collectively, the “Notes”), issued by the City of Osage Beach, Missouri (the “City”). The Notes are secured in the manner set forth in Ordinance No. _____ of the City, adopted on [*December 15*], 2022 (the “Ordinance”) and in the Trust Indenture dated as of [*Date*], 2022 (the “Indenture”), between the City and UMB Bank, N.A., as Trustee. The undersigned hereby represents to each of you and agrees with each of you, as follows:

1. The undersigned has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of limited revenue obligations and other municipal obligations, to be able to evaluate the risks and merits of the investment represented by the purchase by the undersigned of the Notes. The undersigned is able to bear the economic risk represented by the purchase by the undersigned of the Notes. The undersigned understands that the Notes are repayable solely from Pledged Revenues (as defined in the Indenture) and other moneys pledged thereto and held by the Trustee and, with respect to a portion of the funds therein, subject to annual appropriation by the Board of Aldermen.

2. The undersigned has made its own inquiry and analysis with respect to or affecting the likelihood of the payment of the Notes. The undersigned acknowledges that the City and TSG Osage Beach Project, Inc. have offered to give access, without restriction or limitation, to all information to which a reasonable investor would attach significance in making investment decisions, and the undersigned has had the opportunity to ask questions of and receive answers from knowledgeable individuals concerning the Notes, this financing transaction, the City and TSG Osage Beach Project, Inc.

3. The undersigned acknowledges that the City has not made any representation or warranty concerning the accuracy or completeness of any information furnished in connection with the purchase by the undersigned of the Notes. Accordingly, the undersigned has not relied upon the City as to the accuracy or completeness of such information. As a sophisticated investor, the undersigned has made its own decision to purchase the Notes based solely upon its own inquiry and analysis.

4. The undersigned understands that the Notes do not constitute an indebtedness of the City, the Osage Beach Commons Community Improvement District or the State of Missouri or a loan or credit thereof within the meaning of any constitutional, statutory or charter debt limitation or restriction.

5. The undersigned is familiar with and has counsel who are familiar with the federal and state legislation, rules, regulations and case law pertaining to the transfer and distribution of securities, including, but not limited to, disclosure obligations of the seller incident to any such transfer or distribution. The undersigned hereby covenants and agrees that the undersigned will not sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage or dispose of the Notes or any interest therein in violation of applicable federal or state law or in violation of restrictions on sale, assignment, negotiation or transfer of the Notes as set forth in paragraph 7 below.

6. The undersigned is purchasing the Notes for its own account for investment (and not on behalf of another) and has no present intention of reselling the Notes; but the undersigned reserves the right to sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage, participate or dispose of the Notes at some future date determined by it, provided that such disposition is not in violation of restrictions on sale, assignment, negotiation or transfer of the Notes as set forth in paragraph 7 below.

7. The undersigned acknowledges that the right to sell, assign, negotiate or otherwise transfer the Notes shall be limited to the sale, assignment, negotiation or transfer to an Approved Investor (as defined in the Indenture).

8. The undersigned agrees for federal income tax purposes it will treat each Note acquired from the City by it or any related party as full payment of all Redevelopment Project Costs and/or Reimbursable Project Costs for which the Note was issued.

9. The undersigned agrees to indemnify and hold you harmless from any and all claims, judgments, reasonable attorneys' fees and expenses of whatsoever nature, whether relating to litigation or otherwise, resulting from any attempted or effected sale, offer for sale, pledge, transfer, conveyance, hypothecation, mortgage or disposition of the Notes in violation of this letter.

10. The undersigned has satisfied itself that the Notes may be legally purchased by the undersigned.

11. The undersigned represents to each of you that the undersigned is an Approved Investor.

Sincerely,

_____,
as Purchaser

By: _____
Title: _____

EXHIBIT C

FORM OF MONTHLY REPORT

[Date]

UMB Bank, N.A.
2 S. Broadway, Suite 600
St. Louis, Missouri 63102
Attn: Corporate Trust Department

Re: City of Osage Beach, Missouri, Tax Increment Revenue Notes (Osage Beach Commons
Redevelopment Area), Series A and B

Ladies and Gentlemen:

The City herewith transfers to the Trustee the following sums that were received by the City
during the month of _____, [year]:

\$ _____ Net Proceeds constituting **Payments in Lieu of Taxes**
(for deposit into the Anchor Store Subaccount of the PILOTS Account of
the Revenue Fund)

\$ _____ Net Proceeds constituting **Payments in Lieu of Taxes**
(for deposit into the Additional Development Subaccount of the PILOTS
Account of the Revenue Fund)

\$ _____ Net Proceeds constituting **Economic Activity Taxes**
(for deposit into the EATS Account of the Revenue Fund)

All moneys so received, totaling \$ _____, have been transferred to UMB Bank, N.A., as
Trustee (the "Trustee") under the Trust Indenture dated as of [*Date*], 2022, between the Trustee and the
City. All capitalized terms not defined herein shall have the meanings ascribed for them in said Indenture.

CITY OF OSAGE BEACH, MISSOURI

By: _____
Title: _____

cc: Michael Staenberg, TSG Osage Beach Project, Inc.

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 15, 2022
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:
Public Hearing - FY2023 Operating Budget Draft #2

Requested Action:
Public Hearing

Ordinance Referenced for Action:
In accordance with section 135.020.B.2 Budget and Financial Control, Adoption, the Mayor and Board of Aldermen shall adopt the annual budget prior to the first day of the fiscal year, January 1. A Public Hearing shall precede the adoption of the budget.

Deadline for Action:
Yes - An adopted budget is required prior to January 1, and a public hearing is needed prior to adoption.

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:
A public hearing is required per City Code prior to the adoption of the City's operating budget to give the public an opportunity to comment on the proposed budget. Budget details are enclosed with the proposed bill requesting budget adoption following the public hearing on the agenda.

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 15, 2022
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 22-94 - An ordinance of the City of Osage Beach, Missouri, adopting an annual budget for the fiscal year beginning January 1, 2023, and ending December 31, 2022, and appropriating funds pursuant thereto. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #22-94

Ordinance Referenced for Action:

In accordance with section 135.020.B.2 Budget and Financial Control, Adoption, the Mayor and Board of Aldermen shall adopt the annual budget prior to the first day of the fiscal year, January 1.

Deadline for Action:

Yes - An adopted budget is needed prior to the start of the new fiscal year.

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 22-94 is in correct form.

City Administrator Comments:

FY2023 Operating Budget Draft #2 - Summary is enclosed, representing the upcoming fiscal year's expenditure plan beginning January 1, 2023, and ending December 31, 2023. First and second readings are being requested. The required public hearing precedes this agenda item. The completed FY2023 Operating Budget document, with

required supplemental information, will be completed in the weeks following adoption, and will be distributed internally and published to the public. The FY2023 Operating Budget Draft #2 details are available on our website pending adoption.

Governmental Funds:

General Fund	\$ 11,623,794
CIT Fund	\$ 3,716,900
Transportation Fund	\$ 6,847,415

Enterprise Funds:

Water Fund	\$ 4,426,638
Sewer Fund	\$ 6,937,668
Ambulance Fund	\$ 1,115,072
Lee C Fine Airport Fund	\$ 1,927,173
Grand Glaize Airport Fund	\$ 1,435,110

Component Units:

Prewitt's Point TIF	\$ 0
Dierbergs TIF	\$ 1,005,000
Arrowhead TIF	\$ 73,000

TOTAL FY2023 Expenditures \$ 39,107,770

There will be a need to activate an Osage Beach Commons TIF Fund in the near future. At such time we have the necessary estimates to include, a budget amendment will be brought before the Board of Aldermen for insertion into the FY2023 Operating Budget. The Prewitt's Point TIF is inactive as it was closed in FY2021. However, it remains in the budget document until prior years' data is not represented, as the complete budget document requires presentation of a four-year history.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ADOPTING AN ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023, AND APPROPRIATING FUNDS PURSUANT THERETO

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

Section 1. That the budget for the City of Osage Beach, Missouri, for the fiscal year beginning January 1, 2023 and ending December 31, 2023, of which a budget summary is attached hereto as Exhibit A, is made a part hereof as if fully set forth herein is hereby adopted.

Section 2. That funds are hereby appropriated for expenditures set forth in said budget and approved as follows:

GOVERNMENTAL FUNDS	
General Fund	\$ 11,623,794
CIT Fund	\$ 3,716,900
Transportation Fund	\$ 6,847,415
ENTERPRISE FUNDS	
Water Fund	\$ 4,426,638
Sewer Fund	\$ 6,937,668
Ambulance Fund	\$ 1,115,072
Lee C Fine Airport Fund	\$ 1,927,173
Grand Glaize Airport Fund	\$ 1,435,110
COMPONENT UNITS	
Prewitt's Point TIF	\$ 0
Dierbergs TIF Fund	\$ 1,005,000
Arrowhead TIF Fund	\$ 73,000
TOTAL EXPENDITURES	\$ 39,107,770

Section 3. This Ordinance shall be in full force and effect January 1, 2023

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that Ordinance No. 22.94 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:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 22.94.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk



City of Osage Beach

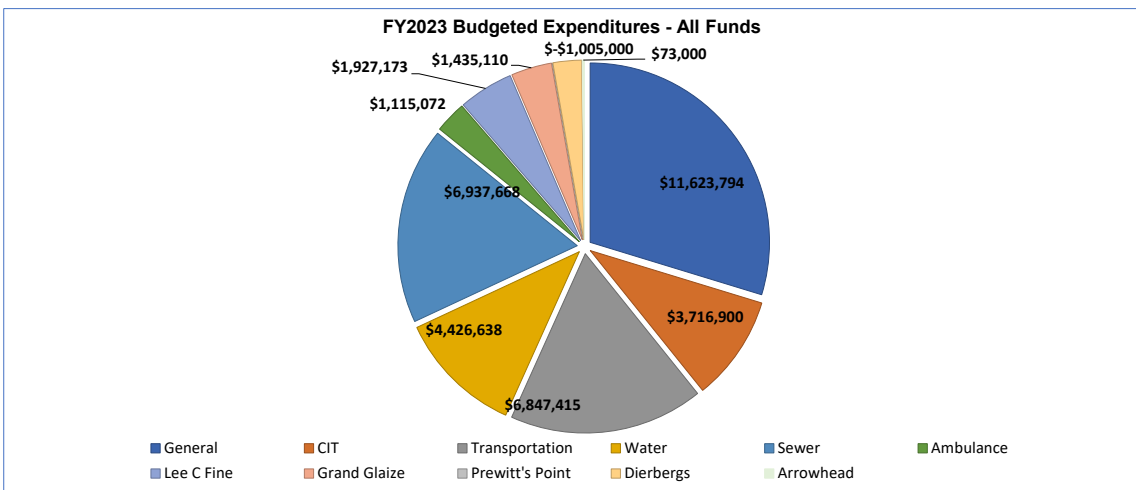
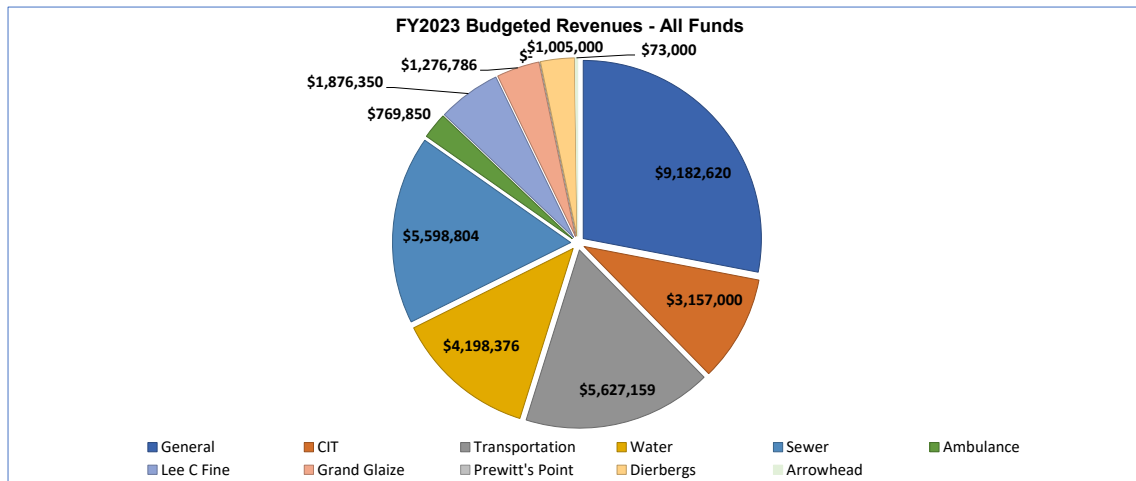
**FY2023
Operating Budget
Summary**

**Draft #2
December 2, 2022**

**City of Osage Beach
FY2023 Operating Budget**

All Fund Summary

	Governmental Funds			Enterprise Funds					Component Units			TOTAL
	General	Capital Improvement Tax (CIT)	Transportation	Water	Sewer	Ambulance	Lee C Fine	Grand Glaize	Prewitt's Point	Dierbergs	Arrowhead	
Cash & Equivalent Balance January 1, 2023	\$ 4,461,660	\$ 2,878,587	\$ 5,502,152	\$ 1,958,115	\$ 3,977,255	\$ 348,271	\$ 250,439	\$ 190,838	\$ -	\$ -	\$ -	\$ 19,567,317
Restricted - Fund Reserve	1,933,000	-	4,252,683	1,252,833	795,933	-	65,000	31,000	-	-	-	8,330,449
Restricted - Other	976,000	490,000	-	703,100	2,056,140	-	-	-	-	-	-	4,225,240
Unrestricted	1,552,660	2,388,587	1,249,469	2,182	1,125,182	348,271	185,439	159,838	-	-	-	7,011,628
Total Revenue	\$ 9,182,620	\$ 3,157,000	\$ 5,627,159	\$ 4,198,376	\$ 5,598,804	\$ 769,850	\$ 1,876,350	\$ 1,276,786	\$ -	\$ 1,005,000	\$ 73,000	\$ 32,764,945
Expenditures												
Personnel Services	5,357,982	-	667,587	530,708	923,554	597,041	308,321	189,026	-	-	-	8,574,219
Operations & Maintenance	2,474,143	90,900	2,114,886	1,551,040	2,371,720	160,250	971,008	197,048	-	8,200	73,000	10,012,195
Capital Expenditures	2,460,765	-	3,874,942	1,228,090	3,312,094	357,781	647,844	1,049,036	-	-	-	12,930,552
Debt Service	-	-	-	1,116,800	330,300	-	-	-	-	996,800	-	2,443,900
Transfer to Other Funds	1,330,904	3,626,000	190,000	-	-	-	-	-	-	-	-	5,146,904
Total Expenditures	\$ 11,623,794	\$ 3,716,900	\$ 6,847,415	\$ 4,426,638	\$ 6,937,668	\$ 1,115,072	\$ 1,927,173	\$ 1,435,110	\$ -	\$ 1,005,000	\$ 73,000	\$ 39,107,770
Cash & Equivalent Balance December 31, 2023	\$ 2,020,486	\$ 2,318,687	\$ 4,281,896	\$ 1,729,853	\$ 2,638,391	\$ 3,049	\$ 199,616	\$ 32,514	\$ -	\$ -	\$ -	\$ 13,224,492
Restricted - Fund Reserve	1,975,000	-	3,168,374	783,622	505,676	-	65,000	31,000	-	-	-	6,528,672
Restricted - Other	30,000	125,000	-	910,000	2,052,663	-	-	-	-	-	-	3,117,663
Unrestricted	15,486	2,193,687	1,113,522	36,231	80,052	3,049	134,616	1,514	-	-	-	3,578,157



City of Osage Beach
FY2023 Operating Budget
Summary of Personnel Expenditures All Funds

	<i>FY2022 Budget</i>	<i>FY2022 Projected Year-End</i>	<i>FY2022 Budget vs. FY2022 Projected Year-End</i>	<i>FY2023 Budget</i>	<i>FY2022 Budget vs. FY2023 Budget</i>	<i>FY2022 Projected Year-End vs. FY2023 Budget</i>
Salaries	4,909,055	4,763,453	-3.0%	5,517,100	12.4%	15.8%
Per Meeting Expense	16,500	16,500	0.0%	16,500	0.0%	0.0%
Overtime	177,750	309,594	74.2%	257,000	44.6%	-17.0%
Holiday Pay	86,371	99,938	15.7%	102,720	18.9%	2.8%
Educational Incentive	24,800	28,971	16.8%	41,250	66.3%	42.4%
Commissions	1,000	1,000	0.0%	1,000	0.0%	0.0%
Health Insurance	1,297,804	1,144,297	-11.8%	1,508,319	16.2%	31.8%
Dental Insurance	40,261	33,480	-16.8%	43,545	8.2%	30.1%
125 Medical Reimbursement	1,750	250	-85.7%	1,750	0.0%	0.0%
Employee Life Insurance	12,565	11,708	-6.8%	12,529	-0.3%	7.0%
Short Term Disability	13,485	12,571	-6.8%	14,659	8.7%	16.6%
Vision Insurance	8,787	7,467	-15.0%	10,049	14.4%	34.6%
FICA/FMED	398,831	362,840	-9.0%	456,995	14.6%	25.9%
Retirement 401	351,094	307,181	-12.5%	404,628	15.2%	31.7%
Unemployment Compensation	-	724	n/a	-	n/a	n/a
Workers' Compensation	151,208	173,777	14.9%	186,175	23.1%	7.1%
TOTAL Personnel Expenditures	\$ 7,491,261	\$ 7,273,751	-2.9%	\$ 8,574,219	14.5%	17.9%

**City of Osage Beach
FY2023 Operating Budget**

Employee Pay Plan

<u>Level</u>	<u>Pay Range</u>	<u>Position</u>	<u>Level</u>	<u>Pay Range</u>	<u>Position</u>
6	\$28,852 - \$41,835	Airport Technician	10	\$49,452 - \$74,178	Municipal Electrician
		Dispatcher			Police Sergeant - Detective
		Emergency Medical Technician (EMT)			Police Sergeant - Patrol
		Evidence Custodian			Public Works Foreman - Sewer
		Park Technician I			Public Works Foreman - Trans
		Records Clerk			Public Works Foreman - Water
7	\$33,179 - \$48,110	Accounts Payable/Payroll Clerk	11	\$55,755 - \$86,421	Building Official
		Accounts Receivable Clerk			City Clerk
		Court Clerk			City Planner
		Department Secretary			Human Resources Generalist
		Lead Dispatcher			IT Manager
		Paramedic			Parks and Recreation Manager
		Parks Technician II	Police Lieutenant		
		Public Works I - Sewer	Sewer Superintendent		
		Public Works I - Trans	12	\$64,119 - \$99,384	Airport Manager
		Public Works I - Water			Public Works Operations Manager
		Public Works Technician/Locator	13	\$73,736 - \$114,291	None
		Recreation Specialist	14	\$83,166 - \$133,066	Assistant City Administrator
		Utility Billing Clerk			City Treasurer
8	\$37,393 - \$56,090	Administrative Assistant		Police Chief	
		Parks Technician III	15	\$95,641 - \$124,333	None
		Police Officer			16
		Public Works II - Sewer	City Attorney		
		Public Works II - Trans			
		Public Works II - Water			
		School Resource Officer			
9	\$43,002 - \$64,503	Ambulance Supervisor	Notes: 1) City Code Section 125.050 Pay and Compensation establishes the Classification and Compensation System. Review is annually, stating all positions are reviewed periodically. Latest Pay Plan revisions effective January 1, 2022. 2) Pay Plan Levels begin at Level 6; no structure for Levels 1 - 5. 3) No positions are outlined for Levels 13 and 15.		
		Building Inspector			
		Construction Inspector			
		Detective			
		Dispatch Supervisor			
		Economic Development Specialist			
		GIS Technician			
		Police Analyst			
		Police Corporal			
		Public Works III - Sewer			
		Public Works III - Trans			
		Public Works III - Water			
		Staff Accountant			

City of Osage Beach
FY2023 Operating Budget

Personnel Schedule FY2019 - FY2023

<u>Department</u>	<u>Full - Time Equivalents</u>				
	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
City Administrator	3	3	3	3	3
City Clerk	3	2	1.5	1.5	1.5
City Treasurer	5	5	4.5	4	4
Municipal Court	1	1	1	1	1
City Attorney	1	1	1	1	1
Building Inspection	3.5	3.5	2.5	3.5	3.5
Building Maintenance	0.73	0.73	0.73	0.73	0.73
Parks & Recreation	5.46	5.73	5.73	6	6
Human Resources	1	1	1	1.5	1.5
Police	28	29	28	28	30
911 Center	11	11	11	11	11
Planning	1.5	1.5	1.5	1.5	1.5
Engineering	0	6.25	3.25	1	0
Information Technology	3	1	1	1	1
Economic Development	0	0	0	1	1
Total General Fund	67.19	71.71	65.71	65.73	66.73
Public Works					
Transportation Fund	11.8	10.04	8.77	8.31	8.24
Water Fund	7.83	7.04	6.08	6.33	6.49
Sewer Fund	10.34	9.31	9.08	11.32	14.50
Total Public Works	29.97	26.39	23.93	25.96	29.23
Ambulance Fund	7.95	7.95	7.63	7.95	7.63
Lee C. Fine Airport Fund	4.33	4.33	4.33	4.67	4.33
Grand Glaize Airport Fund	3.13	3.13	3.13	3.46	3.13
Total Personnel Authorized	112.57	113.51	104.73	107.77	111.05

City of Osage Beach
FY2023 Operating Budget

Personnel Schedule Details FY2023

<u>Department</u>	<u>Full Time</u>	<u>Part-time/ Seasonal</u>	<u>Total</u>
City Administrator	3	0	3
City Clerk	1.5	0	1.5
City Treasurer	4	0	4
Municipal Court	1	0	1
City Attorney	1	0	1
Building Inspection	3.5	0	3.5
Building Maintenance	0	1	1
Parks & Recreation	5	2	7
Human Resources	1.5	0	1.5
Police	30	0	30
911 Center	11	0	11
Planning	1.5	0	1.5
Information Technology	1	0	1
Economic Development	1	0	1
Total General Fund	65	3	68
Public Works			
Transportation Fund	8.33	1.33	9.66
Water Fund	6.33	0.33	6.66
Sewer Fund	13.34	0.34	13.68
Total Public Works	28	2	30
Ambulance Fund	6	10	16
Lee C. Fine Airport Fund	4.6	1.0	5.6
Grand Glaize Airport Fund	2.4	1.0	3.4
Total Personnel Authorized	106	17	123

City of Osage Beach
FY2023 Operating Budget
Summary of Operations & Maintenance (O & M) Expenditures All Funds

	<i>FY2022 Budget</i>	<i>FY2022 Projected Year-End</i>	<i>FY2022 Budget vs. FY2022 Projected Year-End</i>	<i>FY2023 Budget</i>	<i>FY2022 Budget vs. FY2023 Budget</i>	<i>FY2022 Projected Year-End vs. FY2023 Budget</i>
Mayor & Board (01)	30,700	18,404	-40.1%	29,495	-3.9%	60.3%
Collector (02)	-	-	0.0%	-	0.0%	0.0%
City Administration (03)	18,715	11,735	-37.3%	13,430	-28.2%	14.4%
City Clerk (04)	18,410	17,270	-6.2%	36,870	100.3%	113.5%
City Treasurer (05)	5,100	3,252	-36.2%	8,045	57.7%	147.4%
Municipal Court (06)	25,118	28,174	12.2%	24,303	-3.2%	-13.7%
City Attorney (07)	12,068	11,483	-4.8%	11,400	-5.5%	-0.7%
Building Inspection (08)	30,543	12,510	-59.0%	31,265	2.4%	149.9%
Building Maintenance (09)	178,800	135,755	-24.1%	176,409	-1.3%	29.9%
Parks & Recreation (10)	264,250	227,223	-14.0%	205,880	-22.1%	-9.4%
Human Resources (12)	60,920	56,813	-6.7%	77,650	27.5%	36.7%
Overhead (13)	238,311	239,821	0.6%	285,270	19.7%	19.0%
Police (14)	237,971	245,412	3.1%	260,375	9.4%	6.1%
911 Center (15)	202,245	225,238	11.4%	209,801	3.7%	-6.9%
Planning (16)	4,720	2,012	-57.4%	3,450	-26.9%	71.5%
Engineering (18)	331,740	415,953	25.4%	300,430	-9.4%	-27.8%
Information Technology (19)	411,724	391,175	-5.0%	445,620	8.2%	13.9%
Emergency Management (20)	8,400	6,000	-28.6%	8,400	0.0%	40.0%
Economic Development (21)	261,700	293,525	12.2%	346,050	32.2%	17.9%
General Fund O & M Total	\$ 2,341,435	\$ 2,341,755	0.0%	\$ 2,474,143	5.7%	5.7%
CIT Fund	80,000	85,000	6.3%	90,900	13.6%	6.9%
Transportation Fund	1,702,528	803,417	-52.8%	2,114,886	24.2%	163.2%
Water Fund	767,987	807,332	5.1%	1,551,040	102.0%	92.1%
Sewer Fund	2,910,742	3,050,565	4.8%	2,371,720	-18.5%	-22.3%
Ambulance Fund	141,580	156,589	10.6%	160,250	13.2%	2.3%
Lee C Fine Airport Fund	724,812	938,028	29.4%	971,008	34.0%	3.5%
Grand Glaize Airport Fund	190,947	192,367	0.7%	197,048	3.2%	2.4%
Prewitt's Point TIF Fund	-	-	n/a	-	n/a	n/a
Dierbergs TIF Fund	6,000	3,200	-46.7%	8,200	36.7%	156.3%
Arrowhead TIF Fund	73,000	72,053	-1.3%	73,000	0%	1.3%
TOTAL O & M Expenditures	\$ 8,939,031	\$ 8,450,306	-5.5%	\$ 10,012,195	12.0%	18.5%

City of Osage Beach
FY2023 Operating Budget
Summary of Capital Expenditures All Funds

	<i>FY2022 Budget</i>	<i>FY2022 Projected Year-End</i>	<i>FY2022 Budget vs. FY2022 Projected Year-End</i>	<i>FY2023 Budget</i>	<i>FY2022 Budget vs. FY2023 Budget</i>	<i>FY2022 Projected Year-End vs. FY2023 Budget</i>
Mayor & Board (01)	-	-	0.0%	-	0.0%	0.0%
Collector (02)	-	-	0.0%	-	0.0%	0.0%
City Administration (03)	-	-	0.0%	200	0.0%	0.0%
City Clerk (04)	800	790	-1.3%	-	-100.0%	-100.0%
City Treasurer (05)	-	-	0.0%	300	0.0%	0.0%
Municipal Court (06)	-	-	0.0%	-	0.0%	0.0%
City Attorney (07)	-	-	0.0%	-	0.0%	0.0%
Building Inspection (08)	33,500	33,064	-1.3%	40,042	19.5%	21.1%
Building Maintenance (09)	84,133	7,520	-91.1%	617,629	634.1%	8113.2%
Parks & Recreation (10)	728,800	40,205	-94.5%	1,375,191	88.7%	3320.4%
Human Resources (12)	-	-	0.0%	-	0.0%	0.0%
Overhead (13)	-	-	0.0%	27,000	0.0%	0.0%
Police (14)	192,467	166,211	-13.6%	197,611	2.7%	18.9%
911 Center (15)	14,500	14,493	0.0%	99,708	587.6%	588.0%
Planning (16)	-	-	0.0%	-	0.0%	0.0%
Engineering (18)	5,000	-	-100.0%	-	-100.0%	0.0%
Information Technology (19)	133,400	132,544	-0.6%	78,084	-41.5%	-41.1%
Emergency Management (20)	-	-	0.0%	-	0.0%	0.0%
Economic Development (21)	48,000	31,000	0.0%	25,000	-47.9%	-19.4%
General Fund O & M Total	\$ 1,240,600	\$ 425,827	-65.7%	\$ 2,460,765	98.4%	477.9%
CIT Fund	-	-	0.0%	-	0.0%	0.0%
Transportation Fund	2,584,741	2,003,151	-22.5%	3,874,942	49.9%	93.4%
Water Fund	491,252	81,602	-83.4%	1,228,090	150.0%	1405.0%
Sewer Fund	1,005,673	288,488	-71.3%	3,312,094	229.3%	1048.1%
Ambulance Fund	258,750	18,237	-93.0%	357,781	38.3%	1861.8%
Lee C Fine Airport Fund	3,709,023	3,410,373	-8.1%	647,844	-82.5%	-81.0%
Grand Glaize Airport Fund	666,296	20,000	0.0%	1,049,036	57.4%	5145.2%
Prewitt's Point TIF Fund	-	-	0.0%	-	0.0%	0.0%
Dierbergs TIF Fund	-	-	0.0%	-	0.0%	0.0%
Arrowhead TIF Fund	-	-	0.0%	-	0.0%	0.0%
TOTAL Capital Expenditures	\$ 9,956,335	\$ 6,247,678	-37.2%	\$ 12,930,552	29.9%	107.0%

City of Osage Beach
FY2023 Operating Budget
Details of Capital Expenditures *All Funds*
FY2023 Capital Investment

	EXPENDITURE	CORRESPONDING REVENUE
<u>CITY ADMINISTRATION 10-03</u>		
Office Chair	200	-
Total City Administration	\$ 200	\$ -
<u>CITY TREASURER 10-05</u>		
Office Chair	300	-
Total City Treasurer	\$ 300	\$ -
<u>BUILDING INSPECTION 10-08</u>		
Office Chair	275	-
Plan Review Software	500	-
Ford F150 (Replacement)	39,267	5,000
Total Building Inspection	\$ 40,042	\$ 5,000
<u>BUILDING MAINTENANCE 10-09</u>		
TV - Conference Room B	750	-
2 HD Cameras w Mounts	4,500	-
Board Room Tables	2,500	-
HVAC Ceiling (Replace Ceiling, City Hall Side) (FY2022 carryover)	3,500	-
Flooring Replacement (lower level)	9,000	-
Sidewalk Replacement - Phase 3	11,000	-
Bathroom Upgrades (Upper Level Bathrooms) (FY2022 carryover)	14,131	-
Retaining Wall Replacement and Landscaping	20,000	-
Heat Pumps (6) (FY2022 carryover)	41,700	-
City Hall Sidewalk/Entrance Repairs/Improvements (FY2022 partial carryover)	68,000	-
Veterans Memorial	142,548	-
City Hall Parking Lot Rehab	150,000	-
City Hall Emergency Exit	150,000	-
Total Building Maintenance	\$ 617,629	\$ -
<u>PARKS 10-10</u>		
Plants, Trees, Landscaping	5,000	-
PA System City Park	11,493	-
Camera System City Park	30,007	-
Camera System Peanick Park	33,939	-
Pickup Trucks (1- F150 2022 carryover / 1-F250) (Replacements)	84,863	10,000
Bathroom & HVAC City Park	95,000	-
Irrigation Pump (Osage Beach City Park - Replacement) (FY2022 carryover)	100,000	-
Lake Access Box Culvert City Park (FY2022 carryover)	140,089	-
Pickle Ball Courts	148,800	-
Parking Lot Peanick Park (FY2022 carryover) (CIT Funded)	193,000	193,000
Parking Lot City Park (FY2022 carryover) (Partial CIT Funded)	533,000	133,000
Total Parks	\$ 1,375,191	\$ 336,000
<u>OVERHEAD 10-13</u>		
Office Phones (85-95)	27,000	-
Total Overhead	\$ 27,000	\$ -
<u>POLICE 10-14</u>		
Desktop Docking Stations (15) (Grant 100%)	4,500	4,500
Mobile Ticket Printers (5) (Replacements)	4,700	200
Ford F150 Police Responder (1) w/Equipment Set Up (Replacement) (FY2022 carryover)	38,590	2,500
Laptop Computers (14) (Grant 100%)	53,769	53,769
Ford Police Interceptor Utility Vehicles (2) w/Equipment Set Up (Replacements)	96,052	10,000
Total Police	197,611	70,969

911 CENTER 10-15

AIS P25 Upgrade (Biennial Fee)	7,247	-
DBA Antennas & Equipment w/ Installation (Grant 100%)	7,461	7,461
Dispatch Console (3 Stations)	85,000	500
Total 911 Center	99,708	7,961

INFORMATION TECHNOLOGY 10-19

City Hall Camera Upgrades (Replacements)	8,866	-
Aruba Switches (Replacements)	33,956	-
Dell PowerEdge Servers (2) (Replacements)	35,262	-
Total Information Technology	\$ 78,084	\$ -

ECONOMIC DEVELOPMENT 10-21

Holiday Light Displays	25,000	-
Total Economic Development	25,000	-

TOTAL GENERAL FUND

\$ 2,460,765 \$ 419,930

TRANSPORTATION 20-00*Operating Capital*

Grappling Bucket (Transportation/Water/Sewer)	667	-
Dipping Bucket	1,747	-
Cubicals and Desks (3) (Transportation, Water, Sewer)	2,800	-
Plotter (Grant 100%) (Transportation/Water/Sewer)	4,000	4,000
Carport Structures (3) (Transportation/Water/Sewer)	4,500	-
Security Accesss Points (Transportation/Water/Sewer)	4,579	-
Communication Fiber Rehab	5,238	-
Weedeaters, Chainsaws, Backpack Blowers (10) (Replacements)	5,500	500
Commercial Mower (Replacement)	15,500	400
Fullsize Van (Replacement) (FY2022 carryover)	33,366	5,000
Lockers, Bathrooms, and Door Improvements (Transporation/Water/Sewer)	102,000	-
Vactor Truck (Transportation/Water/Sewer)	167,000	-
International Truck (Replacement)	230,000	30,000

Capital Expenditures

New Streetlight Additions (Varies)	5,000	-
Case Road Driveway Reconstruction (FY2022 carryover)	49,800	-
Osage Beach Outlet Mall Signal Upgrade	52,000	-
Bluff Drive Shoulder Improvement (FY2022 carryover)	62,000	-
Proctor Drainage Improvements	87,150	-
Beach Drive Culvert Replacement	94,800	-
Welcome Sign (Land & Construction Estimate) (Location TBD)	115,000	-
Osage Beach Road Improvements (Eng 2023, Constr 2024)	122,757	-
Amy Lane Reconstruction (OBSRD Reimb) (FY2022 carryover)	134,300	134,300
Hatchery Road Stormwater Improvements	238,750	-
OB Pkwy Executive Drive Extension (OBSRD partial reimb/MoDOT CostShare) (FY2022 partial carryover)	286,000	280,410
Ledges Drive (Eng/Constr) (OBSRD constr reimbursement)	343,000	317,561
Highway 42 Sidewalk Improvements (Eng/Constr) (Grant 75% on Constr)	707,488	455,488
Reconnecting Communities Sidewalk/Trail Project (Grant/Reimb 90%)	1,000,000	900,000

Total Transportation

3,874,942 2,127,659

WATER 30-00*Operating Capital*

Grappling Bucket (Transportation/Water/Sewer)	667	-
Mag Locator	962	-
Shop Tool Box	1,150	-
Jack Shoring (Water/Sewer)	1,224	-
Cubicals and Desks (3) (Transportation, Water, Sewer)	2,800	-
Pallet Rack	2,863	-
Pipe Locator	3,938	-
Bluff Water Storage Tank Washout & Inspection	4,000	-
Plotter (Grant 100%) (Transportation/Water/Sewer)	4,000	4,000
Carport Structures (3) (Transportation, Water, Sewer)	4,500	-
Security Accesss Points (Transportation/Water/Sewer)	4,579	-
Swiss Village Water Storage Tank Washout & Inspection	5,000	-
Bluff Tank Mixer	11,481	-
Hydrant Meter & Valves (3)	12,076	-
Columbia Exterior Cleaning	20,000	-
F150 Trucks (2) (1-New/1-Used) (Replacements)	60,000	10,000
Well House Roof & Door Improvements	60,000	-
Lockers, Bathrooms, and Door Improvements (Transporation, Water, Sewer)	102,000	-
Vactor Truck (Transportation, Water, Sewer)	167,000	-

Capital Expenditures

New Water Meters (Various)	8,000	-
Hwy 42 Extension	40,000	-
Creek Cove Water Main Extension	221,100	-
Connecting Water - Water Loop Golfview Lane to Sea Breeze Drive (FY2022 carryover)	235,000	-
Water Main Improvements Sycamore Creek	255,750	-

Total Water

1,228,090	14,000
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SEWER 35-00*Operating Capital*

Grappling Bucket (Transportation/Water/Sewer)	667	-
Shop Tool Box	1,150	-
Jack Shoring (Water/Sewer)	1,224	-
Rodder	1,713	-
Davit Crane	2,000	-
Saws (2) and Trimmers (2)	2,381	-
Cubicals and Desks (3) (Transportation/Water/Sewer)	2,800	-
Confined Space Tri-Pod	2,900	-
Plotter (Grant 100%) (Transportation/Water/Sewer)	4,000	4,000
Carport Structures (3) (Transportation/Water/Sewer)	4,500	-
Davit Bases (12)	4,560	-
Security Accesss Points (Transportation/Water/Sewer)	4,579	-
De-watering Dumpster	19,800	-
F150 Trucks w/ Tool Boxes (2) (Replacements) (1-FY2022 carryover)	76,328	10,000
Lockers, Bathrooms, and Door Improvements (Transporation/Water/Sewer)	102,000	-
F350 w/Crane (Replacement)	160,000	25,000
Vactor Truck (Transportation/Water/Sewer)	167,000	150,000

Capital Expenditures

Sewer Station - Zebra	15,000	15,000
Sewer Station - Runabout	30,000	30,000
Tan Tar A Estates Engineering/Inspection/Easements	83,000	-
Tan Tar A Estates Elbow Cay Sewer Design	86,200	-
Dude Ranch Manhole Rehab (9)	91,100	-
62-3 L/S Mechanical Rehab (Lazy Days)	91,100	-
Abaco Lift Station Improvments (FY2022 carryover)	100,000	-
Sewer Extension - Hwy 42	165,580	165,580
Sewer Extension - Creek Cove	175,050	175,050
24-1 L/S Mechanical Rehab (Osage Beach Rd)	176,100	-
Elboy Cay Lift Station Improvements (FY2022 carryover)	200,000	-
Tavern Cay Lift Station Improvements (FY2022 carryover)	200,000	-
Sands L/S Gravity Main/Manhole/Flow Meter Rehab	241,862	241,862
Rockway L/S Mechanical Rehab	341,900	323,112
Tan Tar A Estates Sewer Main Rehab	352,600	-
TL-003 L/S Improvement	405,000	-

Total Sewer

3,312,094	1,139,604
------------------	------------------

AMBULANCE 40-00

Cradle Point (2)	1,730	-
Suction Units (2)	1,820	-
Motorized Stair Chair (2)	19,000	
Cardiac Monitors (2) (Replacements)	95,231	13,000
Type I Ambulance w/ Power Load and Power Cot (Replacements) (2022 carryover)	240,000	7,500
Total Ambulance	\$ 357,781	\$ 20,500

LEE C FINE AIRPORT 45-00

Camera System	41,248	-
Pickup Truck w/ Plow (Replacement) (2022 carryover)	45,596	3,000
Runway Overlay (Grant 90%)	261,000	247,950
Master Plan (90/10 Grant)	300,000	270,000
Total Lee C Fine Airport	\$ 647,844	\$ 520,950

GRAND GLAIZE AIRPORT 47-00

Commercial Mower (Replacement)	20,000	2,000
Fuel Storage Tank (FY2022 partial carryover)	20,000	-
Camera System	37,144	-
Pickup Truck w/ Plow (Replacement)	45,596	3,000
Master Plan (90/10 Grant)	300,000	270,000
Power Line Burial (Grant 90%)	626,296	563,666
Total Grand Glaize Airport	\$ 1,049,036	\$ 838,666

TOTAL ALL CAPITAL**\$ 12,930,552 \$ 5,081,309**

Total Grant Subsidy (includes OBSRD Funding)	27.2%	\$ 3,517,105
Total CIT Funded	2.5%	\$ 326,000
Total Sale of Equipment	2.2%	\$ 287,600
Total City ARPA	7.4%	\$ 950,604

Capital Items Requested; Not Included in FY2023 Operating Budget Draft #2

Water Fund: Generator	85,000	-
Water Fund: Swiss Village Water Treatment Infrastructure (Eng 2023/Constr 2024)	212,310	-
Sewer Fund: L/S Control Panel Improvements/Replacements	768,900	-
Total Items Requested but Not Included in FY2023 Operating Budget Draft #2	\$ 1,066,210	\$ -

**City of Osage Beach
FY2023 Operating Budget**

Summary of Outstanding Debt as of December 31, 2022

<u>Current Bond Issues</u>	<u>Original Principal</u>	<u>Interest Rates</u>	<u>Scheduled Maturity Date</u>	<u>Outstanding Principal</u>
2002 SRF Water Revenue Bonds	24,585,000	2.0% - 5.0%	7/1/2022	0
2003 SRF Water Revenue Bonds	6,075,000	4.5% - 5.125%	1/1/2024	1,550,000
2007 SRF Water Revenue Bonds	2,550,000	4.125% - 4.75%	1/1/2027	735,000
Total SRF Water Revenue Bonds	\$33,210,000			\$2,285,000
2001 SRF Sewer Revenue Bonds	5,000,000	4.0% - 5.0%	1/1/2022	0
2005 SRF Sewer Revenue Bonds	4,950,000	4.75% - 5.25%	7/1/2025	890,000
Total SRF Sewer Revenue Bonds	\$9,950,000			\$890,000
Total Bonded Debt	\$43,160,000			\$3,175,000
<u>Other Debt</u>				
Communication Equipment Lease Purchase Agreement	709,909	0.53%	1/31/2022	0
Total Other Debt	\$709,909			\$0

City of Osage Beach

Agenda Item Summary

Date of Meeting: December 15, 2022
Originator: Todd Davis, Police Chief
Presenter: Todd Davis, Police Chief

Agenda Item:

Bill 22-95 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute an agreement between the School of the Osage (District) and the City of Osage Beach (City) for the services of a School Resource Officer (SRO). *First and Second Reading*

Requested Action:

First & Second Reading of Bill #22-95

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 - This is normally completed prior to the start of the school year and due to revisions to the agreement and increases in salaries, it took longer to complete than anticipated.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

This is a request to continue or SRO services to the School of the Osage. We have provided an SRO to School of the Osage, with the district paying for 75% of the officers' salary and benefits since the fall of 2019. The district has continuously renewed the agreement annually and wishes to continue to do so. This agreement reflects the salary increases that were made in the 2022 budget and will be reviewed annually and adjusted based on the cost of providing services to the district.

Both the City and School District believe that this is a valuable partnership for the community.

City Attorney Comments:

Per City Code 110.230, Bill 22-95 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 EXECUTE AN AGREEMENT BETWEEN THE SCHOOL OF THE OSAGE (DISTRICT) AND THE CITY OF OSAGE BEACH (CITY) FOR SERVICES OF A SCHOOL RESOURCE OFFICER (SRO).

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

Section 1. The Mayor is hereby authorized to sign and execute on behalf of the city the Agreement Between The School of The Osage (District) And The City of Osage Beach (City) For Services of a School Resource Officer (SRO) as set forth in attached Exhibit "A".

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.22.95 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:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No.22.95.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

EXHIBIT A
CITY OF OSAGE BEACH – SCHOOL OF THE OSAGE
SCHOOL RESOURCE OFFICER (SRO) PROGRAM AGREEMENT

WHEREAS, the DISTRICT desired the services of a School Resource Officer (SRO) in its schools; and

WHEREAS, the CITY desires to provide SRO services for the DISTRICT; and

WHEREAS, the Community in general benefits from programs that involve “law enforcement in schools”; and

WHEREAS, the DISTRICT and the CITY have a history of cooperation in providing quality service to the citizens of our communities;

WHEREAS, the DISTRICT and the CITY are committed to the SRO PROGRAM:

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE SCHOOL DISTRICT AND THE CITY OF OSAGE BEACH AS FOLLOWS:

Section 1. The objective of the SRO PROGRAM is to assist the DISTRICT in providing a safe environment for the students, staff and citizens who interact with the DISTRICT. The SCHOOL RESOURCE OFFICER will respond to the needs of the various DISTRICT schools and will regularly contact and assist the staff and students. The functions of the SRO will include, but not be limited to:

- a. Serving as a problem-solving resource for the students, faculty, and staff.
- b. Supporting enforcement of DISTRICT policies and guidelines related to security and safety issues.
- c. Providing assistance to the DISTRICT in dealing with individuals and/or conditions which may pose a threat to DISTRICT personnel, students and/or property.
- d. Providing patrol activities and performing other duties that are deemed appropriate by the DISTRICT and the OSAGE BEACH POLICE DEPARTMENT.
- e. Coordinating law enforcement functions with support units of the OSAGE BEACH POLICE DEPARTMENT.
- f. Providing a liaison among the CITY and other community agencies to offer assistance to the school community, such as guest speakers, special presentations, etc.

Section 2. The DISTRICT and POLICE DEPARTMENT will work collaboratively to evaluate the number of SRO’s required by the DISTRICT, SRO job description, qualifications, and criteria for evaluating the SRO(s) assigned to the DISTRICT.

Section 3. The officer(s) assigned to the program by the POLICE DEPARTMENT shall be selected jointly by the DISTRICT and the POLICE DEPARTMENT.

- a. The officer(s) performing these services shall be considered an employee of the CITY and said officer(s) shall follow the policies and procedures of the CITY and POLICE DEPARTMENT. The SRO(s) shall report to the Patrol Lieutenant, or their designee - assigned as the liaison between the CITY and the DISTRICT. The DISTRICT shall designate an individual staff member as the SRO's primary point of contact between the DISTRICT and the SRO. The DISTRICT shall inform the SRO of any temporary substitutes when the primary point of contact is unavailable.
- b. The Patrol Lieutenant or their designee will work with the individuals designated by the DISTRICT to develop specific operational procedures to facilitate the goals of the program. The DEPARTMENT liaison and the DISTRICT representative will meet regularly to monitor and evaluate the progress of the program. The DEPARTMENT liaison will not be assigned to the district.
- c. The DISTRICT shall have primary services of the SRO(s) throughout the regular school year, with the understanding that the assigned officer performs other SRO/Juvenile Officer functions "as needed" by the POLICE DEPARTMENT.
- d. The SRO(s) work hours shall be forty-two hours per week, On campus duty hours will be from 7:30 a.m. to 4:00 p.m. Tuesday through Friday. Duty hours may be modified based upon need, and agreeable to both the DISTRICT and POLICE DEPARTMENT.
- e. The POLICE DEPARTMENT reserves the right to call the SRO into service during any emergency or disaster.

Section 4. This agreement shall be for one (1) year, commencing on _____, 2022 and ending on July 31, 2023, with the option to renew annually for up to three (3) years. The annual reimbursement fee shall be reviewed annually and will be adjusted based upon the cost of providing the services to the DISTRICT

Section 5. The DISTRICT shall pay the CITY \$50,250.00 for each SRO on or before December 31 yearly, as reimbursement for the SRO services contemplated herein for the term of this agreement. The parties shall set the payment due for any renewal of the agreement based on the figure determined by a calculation of 75% of a police officer's salary and benefits for that renewal term.

Section 6. The CITY will maintain that the SRO is a duly licensed authorized law enforcement official under the laws of the State of Missouri.

Section 7. Either party may terminate this agreement by giving a thirty (30) day written notice to the individuals signing said agreement.

Section 8. This agreement acknowledges that this is a general outline of resources the CITY will provide but is not intended to create any liability or duty on part of the CITY to provide law enforcement protection beyond its normal duties.

Section 9. It is acknowledged that the CITY is insured for the purposes of general liability and professional liability.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20__.

SCHOOL OF THE OSAGE

OSAGE BEACH

By _____

By _____

School Board President

City of Osage Beach

Attest

Attest

Board Secretary

City Clerk

CITY OF OSAGE BEACH – SCHOOL OF THE OSAGE
SCHOOL RESOURCE OFFICER (SRO) PROGRAM AGREEMENT

WHEREAS, the DISTRICT desired the services of a School Resource Officer (SRO) in its schools; and

WHEREAS, the CITY desires to provide SRO services for the DISTRICT; and

WHEREAS, the Community in general benefits from programs that involve “law enforcement in schools”; and

WHEREAS, the DISTRICT and the CITY have a history of cooperation in providing quality service to the citizens of our communities;

WHEREAS, the DISTRICT and the CITY are committed to the SRO PROGRAM:

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE SCHOOL DISTRICT AND THE CITY OF OSAGE BEACH AS FOLLOWS:

Section 1. The objective of the SRO PROGRAM is to assist the DISTRICT in providing a safe environment for the students, staff and citizens who interact with the DISTRICT. The SCHOOL RESOURCE OFFICER will respond to the needs of the various DISTRICT schools and will regularly contact and assist the staff and students. The functions of the SRO will include, but not be limited to:

- a. Serving as a problem-solving resource for the students, faculty, and staff.
- b. Supporting enforcement of DISTRICT policies and guidelines related to security and safety issues.
- c. Providing assistance to the DISTRICT in dealing with individuals and/or conditions which may pose a threat to DISTRICT personnel, students and/or property.
- d. Providing patrol activities and performing other duties that are deemed appropriate by the DISTRICT and the OSAGE BEACH POLICE DEPARTMENT.
- e. Coordinating law enforcement functions with support units of the OSAGE BEACH POLICE DEPARTMENT.
- f. Providing a liaison among the CITY and other community agencies to offer assistance to the school community, such as guest speakers, special presentations, etc.

Section 2. The DISTRICT and POLICE DEPARTMENT will work collaboratively to evaluate the **number of SRO's required by the DISTRICT**, SRO job description, qualifications, and criteria for evaluating the SRO(s) assigned by to the DISTRICT.

Section 3. ~~The POLICE DEPARTMENT shall have one uniformed officer assigned to the DISTRICT where he/she functions as the “School Resource Officer”.~~ The officer(s) assigned to the program by the POLICE DEPARTMENT shall be selected jointly by the DISTRICT and the POLICE DEPARTMENT.

- a. The officer(s) performing these services shall be considered an employee of the CITY and said officer(s) shall follow the policies and procedures of the CITY and POLICE DEPARTMENT. The SRO(s) shall report to the ~~Patrol Lieutenant or their designee~~ Sergeant that is assigned as the liaison between the CITY and the DISTRICT. The DISTRICT shall designate an individual staff member as the SRO’s primary point of contact between the DISTRICT and the SRO. The DISTRICT shall inform the SRO of any temporary substitutes when the primary point of contact is unavailable.
- b. ~~The Police Chief shall designate a supervisor of the rank of Sergeant or above who shall function as a liaison between the DISTRICT and the DEPARTMENT. This liaison~~ The Patrol Lieutenant or their designee will work with the individuals designated by the DISTRICT to develop specific operational procedures to facilitate the goals of the program. The DEPARTMENT liaison and the DISTRICT representative will meet regularly to monitor and evaluate the progress of the program. The DEPARTMENT liaison will not be assigned to the district.
- c. The DISTRICT shall have primary services of the SRO(s) throughout the regular school year, with the understanding that the assigned officer performs other SRO/Juvenile Officer functions “as needed” by the POLICE DEPARTMENT.
- d. The SRO(s) work hours shall be forty-two hours per week, ~~7:15 a.m. to 3:45 p.m., Monday through Thursday, and 7:15 to 2:45 on Friday.~~ On campus duty hours will be from 7:30 a.m. to 4:00 p.m. Tuesday through Friday. Duty hours may be modified based upon need, and agreeable to both the DISTRICT and POLICE DEPARTMENT.
- e. The POLICE DEPARTMENT reserves the right to call the SRO into service during any emergency or disaster.

Section 4. This agreement shall be for one (1) year, commencing on _____, 2022 and ending on July 31, 2023, with the option to renew annually for up to ~~two (2)~~ three (3) years. The annual reimbursement fee shall be reviewed annually and will be adjusted based upon the cost of providing the services to the DISTRICT. ~~Provided however, said adjustment shall not exceed a five (5%) percent increase or decrease.~~

Section 5. The DISTRICT shall pay the CITY \$50,250.00 for each SRO on or before December 31 ~~yearly, 2022 as a partial~~ reimbursement for the SRO services contemplated herein for the term of this agreement. The parties shall set the payment due for any renewal of the agreement based on the figure determined by a calculation of 75% of a police officer’s salary and benefits for that renewal term.

Section 6. The CITY will maintain that the SRO is a duly licensed authorized law enforcement official under the laws of the State of Missouri.

Section 7. Either party may terminate this agreement by giving a thirty (30) day written notice to the individuals signing said agreement.

Section 8. This agreement acknowledges that this is a general outline of resources the CITY will provide but is not intended to create any liability or duty on part of the CITY to provide law enforcement protection beyond its normal duties.

Section 9. It is acknowledged that the CITY is insured for the purposes of general liability and professional liability.

IN WITNESS WHEREOF, We have hereunto set our hands this _____ day of _____, 20__.

SCHOOL OF THE OSAGE

OSAGE BEACH POLICE DEPARTMENT

By _____

By _____

School Board President

City of Osage Beach

Attest

Attest

Board Secretary

City of Osage Beach

Agenda Item Summary

Date of Meeting: December 15, 2022
Originator: Jeana Woods, City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 22-96 - An ordinance of the City of Osage Beach, Missouri, authorizing a not to exceed amount of \$600,000 for FY2023 under the existing contract with LOR Engineering, LLC dba Cochran Engineering, Professional Service Agreement. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #22-96

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 - Approval allows for FY2023 expenditures under existing contract.

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 22-96 is in correct form.

City Administrator Comments:

This request is for a not to exceed amount for FY2023 in the amount of \$600,000 for services provided under the current master contract with LOR Engineering, LLC (Cochran Engineering). These services are billed to the applicable fund's expenditure line items as budgeted based on the services rendered. Expenditures approved through

other supplemental contracts with Cochran for specific projects are not included in this amount as they are approved within said supplemental contracts as approved and budgeted by the Board of Aldermen.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING A NOT TO EXCEED AMOUNT OF \$600, 000 FOR FY2023 UNDER THE EXISTING CONTRACT WITH LOR ENGINEERING, LLC dba COCHRAN ENGINEERING, PROFESSIONAL SERVICE AGREEMENT

NOW THEREFORE, 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 authorizes a not to exceed amount of Six Hundred Thousand Dollars (\$600,000.00) for FY2023 under the existing contract with LOR Engineering, LLC dba Cochran Engineering to provide professional services, under substantially the same or similar terms and conditions as set forth in the contract previously approved in Ordinance 19.75.

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.22.96 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:

0

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

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 22.96.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 15, 2022
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 22-97 - An ordinance of the City of Osage Beach, Missouri, amending ordinance No. 21.78 adopting the 2023 Annual Operating Budget, transfer of funds for necessary expenses for Engineer Services and Sewer Repair of System. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #22-97

Ordinance Referenced for Action:

Board of Aldermen approval required for certain budget amendments per Municipal Code Chapter 135; Section 135.020 Budget and Financial Control.

Deadline for Action:

Yes - FY2022 Budget amendments required need to be completed before year-end.

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 22-97 is in correct form.

City Administrator Comments:

Based on previously approved items and FY2022 Project Year-End expenditure estimates, two items require budget amendments. Both have been included in the FY2023 Operating Budget details in estimating Cash & Equivalent balance for 1/1/2023.

10-18-733800 Professional Services (general fund) - increase amount of \$87,000 (new budget \$412,000)
35-00-743300 Repair of System (sewer fund) - increase amount of \$181,700 (new budget \$1,485,000)

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 21.78 ADOPTING THE 2022 ANNUAL OPERATING BUDGET, TRANSFER OF FUNDS FOR NECESSARY EXPENSES FOR ENGINEER SERVICES AND SEWER REPAIR OF SYSTEM.

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

Section 1. That the 2022 Annual Operating Budget adopted as Ordinance No. 21.78 is hereby amended by appropriating additional funds or reducing appropriations as follows:

	Original Item	Amended Item
10-18-733800 Professional Services	\$ 325,000	\$ 412,000
35-00-743300 Repair of System	\$1,303,300	\$1,485,000

Section 2. In all other respects the 2022 Annual Operating Budget adopted in Ordinance No. 21.78 remains in full force and effect.

Section 3. That this Ordinance shall be in full force and effect upon date of passage and approval by the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 22.97 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:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 22.97.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: December 15, 2022
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 22-98 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign Supplemental Agreement # 2 with Crawford, Murhpy, and Tilly to pay for the engineering costs associated with the LCF Airport Fuel remediation cost in an amount not to exceed \$13,436.42. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #22-98

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - The Apron project is wrapping up and we would like to get this issue resolved by the end of the year.

Budgeted Item:

No - (provide funding source)

Budget Line Information (if applicable):

Budget Line Item/Title: Apron Project - 45-00-773225

FY2022 Budgeted Amount: \$ 3,295,023

FY2022 Expenditures to Date (MM/DD/YY): (\$ 2,699,672)

FY2022 Available: \$ 595.351

FY2022 Requested Amount: \$ 13,436.42

Department Comments and Recommendation:

Attached is an agreement from CMT that covers the costs of the engineering construction services related to the fuel remediation. These services were needed to comply with DNR soil testing regulations due to the fuel leak found under the apron during construction back in May of 2022.

Despite the issues that we have had with this project, more than \$100,000 in savings has been realized over the life of the project, so a budget amendment is not necessary. This project will be wrapping up soon and final payment will be made early in 2023.

We continue to work with the Missouri Department of Natural Resources to determine who is ultimately responsible for these costs and the costs already incurred by the construction contractor (\$46,928.10) and we will update the Board as soon as we know more. I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 22-98 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 SUPPLEMENTAL AGREEMENT # 2 WITH CRAWFORD, MURPHY, AND TILLY TO PAY FOR THE ENGINEERING COSTS ASSOCIATED WITH THE LEE C. FINE AIRPORT FUEL REMEDIATION COST IN AN AMOUNT NOT TO EXCEED \$13,436.42.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a supplemental agreement #2 to the contract with Crawford, Murphy & Tilly, Inc. substantially under the terms set forth in Exhibit A.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Thirteen Thousand Four Hundred Thirty-Six Dollars and Forty-Two Cents (\$13,436.42).

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:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 22.98 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:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 22.98.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, Clerk

EXHIBIT A

Airport Name:	<u>Lee C. Fine Memorial Airport</u>
Project No.:	<u>20-046B-1</u>
County:	<u>Miller</u>

AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 2 CONSTRUCTION SERVICES – FUEL SPILL REMEDIATION (LOCAL ONLY)

THIS SUPPLEMENTAL AGREEMENT NO. 2 for Construction Services is entered into by the City of Osage Beach, Missouri (hereinafter, "Sponsor") and Crawford, Murphy & Tilly, Inc. (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on April 6, 2020, to accomplish a project at the Lee C. Fine Memorial Airport, (hereinafter, "Original Agreement"); and

WHEREAS, the Sponsor and the Consultant entered into an Supplemental Agreement No. 2 on August 30, 2021, (hereinafter, "Supplemental Agreement No. 1"); and

WHEREAS, the Sponsor and the Consultant now desire to enter into Supplemental Agreement No. 2 to otherwise complete, extend or continue the Original Agreement and Supplemental Agreement No.1 as provided herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein the parties agree as follows:

(1) SCOPE OF SERVICES:

(A) The Services to be provided by the Consultant under Supplemental Agreement No. 1 are additional services which are beyond the scope of services provided in the Original Agreement. These additional professional services are generally described and defined in Section (17)(Federal) of the Original Agreement, Exhibit II – SA1 of the Supplemental Agreement No. 1 and Exhibit II – SA2, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section (8)(State) or (9)(Federal) of the Original Agreement.

(B) The costs of Supplemental Agreement No. 2 shall be in addition to the cost of the Original Agreement and Supplemental Agreement No. 1.

(C) The lump sum fee and maximum amount payable included in Section (9)(Federal) of the Original Agreement are hereby modified to be cost plus fixed fee not to exceed as follows:

	ORIGINAL AMOUNT	SUPPLEMENTAL AGREEMENT NO. 1	SUPPLEMENTAL AGREEMENT NO. 2	TOTAL
Lump Sum	\$202,032.18	N/A	N/A	\$202,032.18
Fixed Fee	N/A	\$27,775.04	\$648.96	\$28,424.00
Max. Fee Payable	N/A	\$340,553.74	\$13,436.42	\$353,990.16

(D) Estimated costs for the services in Supplemental Agreement No. 2 are defined in Exhibit IV – SA2 and Exhibit V – SA2, which are attached hereto and incorporated herein by reference.

(3) PERIOD OF SERVICE: Exhibit VI, Performance Schedule, of the Original Agreement is hereby revised to include time for the performance of these additional services. The total time to be added to Exhibit VI for completion of these additional services shall be a maximum of 190 (pending awarded alternates) calendar days. The projected completion date shown on Exhibit VI is now revised to 45 days after construction completion, which includes time for performance of all remaining services in the Original Agreement and the services in Supplemental Agreement No. 1 and submittal of all deliverables.

(4) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Supplemental Agreement No. 2. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Supplemental Agreement No. 2 dollar value.

(B) DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete 0% of the total services to be performed under this Supplemental Agreement No. 2 by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	% OF SUBCONTRACT \$ VALUE APPLICABLE TO TOTAL GOAL

(5) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Supplemental Agreement No. 2 without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Supplemental Agreement No. 2.

Exceptions (Subconsultant Information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
Terracon Geotechnical	3601 Mojave Court, Suite A Columbia, MO 65202	Environmental Testing

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement No. 2, the Original Agreement between the parties shall remain in full force and effect and the terms of the Original Agreement shall extend and apply to this Supplemental Agreement No. 2.

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement No. 2 on the date last written below.

Executed by the Consultant this _____ day of _____, 20 ____.

Executed by the Sponsor this _____ day of _____, 20 ____.

CONSULTANT

SPONSOR

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

By _____

Title _____

Title _____

EXHIBIT II – SA2
SCOPE OF SERVICES

1. Fuel Spill Remediation (Local Only)
 - a. General office time/Conference Calls/Coordination
 - b. Sample and test contaminated soils, following proper chain of custody requirements
 - c. Field PID testing to determine remaining levels of contamination.
 - d. Sample and Test remaining soils, following proper chain of custody requirements
 - e. Sample and Test remediated soils prior to ultimate burial/landfilling.
 - f. Provide results to MoDNR in report format.

EXHIBIT IV – SA2

DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)

EXHIBIT IV (SA2)

DERIVATION OF CONSULTANT PROJECT COSTS

LEE C. FINE MEMORIAL AIRPORT

CITY OF OSAGE BEACH, MISSOURI

BASE BID: RECONSTRUCTION OF THE SOUTHERN GA APRON; DEMOLITION OF TAXIWAY C

ALTERNATE 1: REALIGNMENT OF TAXIWAY B FROM TAXIWAY A TO THE GA APRON

ALTERNATE 2: RECONSTRUCTION OF THE NORTHERN PORTION OF THE GA APRON

CONSTRUCTION PHASE SERVICES - FUEL REMEDIATION (LOCAL ONLY)

November 17, 2022

Basic Services	Fee	Hours
Construction Phase - Fuel Remediation	\$13,959.64	33
Maximum Total	\$13,959.64	33

EXHIBIT IV (SA2)

DERIVATION OF CONSULTANT PROJECT COSTS

**LEE C. FINE MEMORIAL AIRPORT
CITY OF OSAGE BEACH, MISSOURI**

**BASE BID: RECONSTRUCTION OF THE SOUTHERN GA APRON; DEMOLITION OF TAXIWAY C
CONSTRUCTION PHASE SERVICES - FUEL REMEDIATION (LOCAL ONLY)**

November 17, 2022

1 DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u> (2022 rates)	<u>COST (\$)</u>		
Principal	0	\$89.91	\$0.00		
Project Manager II	0	\$72.91	\$0.00		
Project Manager I	25	\$56.76	\$1,419.00		
Senior Engineer I	0	\$42.60	\$0.00		
Engineer I	0	\$32.69	\$0.00		
Senior Planner I	0	\$41.64	\$0.00		
Planner I	0	\$32.80	\$0.00		
Senior Technician I	0	\$40.40	\$0.00		
Technician II	0	\$35.18	\$0.00		
Environmental Specialist III	1.5	\$44.90	\$67.35		
Admin/Account. Assistant/Intern	6.5	\$20.77	\$135.01		
	<u>33.0</u>				
Total Direct Salary Costs				=	\$1,621.36

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

2a	Percentage of Direct Salary Costs	@	<u>166.61</u>	%	=	\$2,701.34
2b	FCCM Rate (Optional)	@	<u>0.23</u>	%	=	\$3.73

3 SUBTOTAL:

Items 1 and 2	=	\$4,326.42
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4 PROFIT:

15 % of Item 3 Subtotal	=	\$648.96	Fixed Fee
	=	(\$523.22)	Adjustment to Actual
		\$4,452.17	Subtotal

5 OUT-OF-POCKET EXPENSES:

a. Mileage	253	Miles @	\$0.585	/ Mile =	\$148.01	
b. Construction Vehicle	0	Days @	\$12.00	/ Day =	\$0.00	
c. Meals	0	Days @	\$45.00	/ Day =	\$0.00	
d. Motel	0	Nights @	\$105.00	/ Night =	\$0.00	(\$96 + tax per GSA.gov)
e. Printing and Shipping				=	\$0.00	
Total Out-of-Pocket Expenses					=	\$148.01

6 SUBCONTRACT COSTS:

a. Environmental Testing (Terracon) - Per Actual Invoices	=	\$8,836.25
b.	=	\$0.00
c.	=	\$0.00
d.	=	\$0.00
	=	\$8,836.25

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6	=	\$13,436.42	Not to Exceed
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Exhibit IV - 2 (SA2)

EXHIBIT V – SA2

ENGINEERING CONSTRUCTION SERVICES-COST BREAKDOWN

Exhibit V (SA2)

**LEE C. FINE MEMORIAL AIRPORT
CITY OF OSAGE BEACH, MISSOURI**

**BASIC AND SPECIAL SERVICES
BASE BID: RECONSTRUCTION OF THE SOUTHERN GA APRON; DEMOLITION OF TAXIWAY C
ALTERNATE 1: REALIGNMENT OF TAXIWAY B FROM TAXIWAY A TO THE GA APRON
ALTERNATE 2: RECONSTRUCTION OF THE NORTHERN PORTION OF THE GA APRON**

November 17, 2022

Classification: Gross Hourly Rate:	Principal \$275.90	Project Manager II \$223.74	Project Manager I \$174.18	Senior Engineer I \$130.72	Engineer I \$100.31	Senior Planner I \$127.78	Planner I \$100.65	Senior Technician I \$123.97	Technician II \$107.96	Environmental Specialist III \$137.78	Administrative Accounting Assistant/Intern \$63.74	Other Costs
A. BASIC SERVICES												
1. Construction Phase - Fuel Remediation (LOCAL ONLY):												
General Office Time/Conference Calls/Coordination			25							1.5	6.5	
General Field Time												
Sampling and Testing of In-Situ Contaminated Soils, Chain of Custody												
Field PID Testing of Soils To Remain												
Sampling and Testing of Soils To Reamain, Chain of Custody												
Sample and Test remediated soils prior to ultimate burial/landfilling												
Provide results to MoDNR in report format												
Total hours =	33.0	0	0	25	0	0	0	0	0	1.5	6.5	(1, 2, 3, 4, 5)
Total =	\$13,959.64	\$0.00	\$0.00	\$4,354.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$206.67	\$414.28	\$8,984.26
PART A SUBTOTAL =	<u>\$13,959.64</u>											
GRAND TOTAL =	<u>\$13,959.64</u>											



INVOICE

Columbia, MO
573 214-2677

Project Mgr: Jeff Kenney

Project: Lee C. Fine Airport Reconstruction
111 Lee Fine Rd
Brumley, MO 65017

To: Crawford Murphy & Tilly Inc
Attn: Brian Hutsell
1631 W. Elfindale St.
Springfield, MO 65807-1287

REMIT TO:

Invoice Number: TG67957

Terracon Consultants, Inc.
PO Box 959673
St Louis, MO 63195-9673

Federal E.I.N.: 42-1249917

Project Number: 09211015
Contract Amount: \$65,820.00
Billed to Date: \$37,255.75
Invoice Date: 4/25/2022
Services Through: 4/16/2022

Date	Report	Description of Services	Quantity	Rate	Total
TASK: Environmental Services					
4/1/22	09211015.0040	Licensed Professional Engineer	0.50	\$135.00	\$67.50
4/1/22	09211015.0040	Environmental Specialist	7.00	\$110.00	\$770.00
4/1/22	09211015.0040	Senior Environmental Specialist	7.00	\$125.00	\$875.00
4/1/22	09211015.0040	Project Manager	2.00	\$110.00	\$220.00
4/1/22	09211015.0040	Trip Charge, each	1.00	\$120.00	\$120.00
Task Total					\$2,052.50
TASK: PCC Concrete Testing					
4/7/22	09211015.0036	Project Manager	1.00	\$110.00	\$110.00
4/7/22	09211015.0036	Field Technician	5.50	\$55.00	\$302.50
4/7/22	09211015.0036	Trip Charge, each	1.00	\$120.00	\$120.00
4/7/22	09211015.0036	Compressive Strength C39 (for Our Lab), Made by Terracon, ea	2.00	\$16.00	\$32.00
4/8/22	09211015.0036A	Licensed Professional Engineer	0.50	\$135.00	\$67.50
4/8/22	09211015.0036A	Project Manager	1.00	\$110.00	\$110.00
4/8/22	09211015.0036A	Field Technician	5.50	\$55.00	\$302.50
4/8/22	09211015.0036A	Trip Charge, each	1.00	\$120.00	\$120.00
Task Total					\$1,164.50
TASK: Subgrade Observation and Testing					
3/17/22	09211015.0038	Field Technician	4.50	\$55.00	\$247.50
3/17/22	09211015.0038	Trip Charge, each	1.00	\$120.00	\$120.00
3/23/22	09211015.0033	Licensed Professional Engineer	0.50	\$135.00	\$67.50
3/23/22	09211015.0033	Project Manager	1.50	\$110.00	\$165.00
3/23/22	09211015.0033	Field Technician	8.00	\$55.00	\$440.00
3/23/22	09211015.0033	Field Technician (Overtime)	2.00	\$82.50	\$165.00
3/23/22	09211015.0033	Trip Charge, each	1.00	\$120.00	\$120.00

TERMS: DUE UPON PRESENTATION OF INVOICE



INVOICE

Invoice No.: TG67957
Project No.: 09211015
Project: Lee C. Fine Airport Reconstruction
111 Lee Fine Rd
Brumley, MO 65017

Project Mgr: Jeff Kenney

Date	Report	Description of Services	Quantity	Rate	Total
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Continued

TASK: Subgrade Observation and Testing

3/24/22	09211015.0034	Licensed Professional Engineer	0.50	\$135.00	\$67.50
3/24/22	09211015.0034	Project Manager	2.50	\$110.00	\$275.00
3/24/22	09211015.0034	Field Technician	8.00	\$55.00	\$440.00
3/24/22	09211015.0034	Field Technician (Overtime)	2.00	\$82.50	\$165.00
3/24/22	09211015.0034	Trip Charge, each	1.00	\$120.00	\$120.00
3/30/22	09211015.0035	Sample Pickup	1.00	\$75.00	\$75.00
3/30/22	09211015.0035	Licensed Professional Engineer	0.50	\$135.00	\$67.50
4/1/22	09211015.0039	Sieve Analysis (Washed), per test	1.00	\$85.00	\$85.00
Task Total					\$2,620.00

Invoice Total	\$5,837.00
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INVOICE

Columbia, MO
573 214-2677

Project Mgr: Jeff Kenney

Project: Lee C. Fine Airport Reconstruction
111 Lee Fine Rd
Brumley, MO 65017

To: Crawford Murphy & Tilly Inc
Attn: Brian Hutsell
1631 W. Elfindale St.
Springfield, MO 65807-1287

REMIT TO:

Invoice Number: TG79694

Terracon Consultants, Inc.
PO Box 959673
St Louis, MO 63195-9673

Federal E.I.N.: 42-1249917

Project Number: 09211015
Invoice Date: 5/23/2022
Services Through: 5/14/2022

Date	Report	Description of Services	Quantity	Rate	Total
TASK: Environmental Services					
4/28/22	09211015.0042	Licensed Professional Engineer	2.75	\$135.00	\$371.25
4/28/22	09211015.0042	Environmental Specialist	1.50	\$110.00	\$165.00
4/28/22	09211015.0042	Senior Environmental Specialist	4.25	\$125.00	\$531.25
4/28/22	09211015.0042	Project Manager	0.50	\$110.00	\$55.00
5/13/22	09211015.0043	Licensed Professional Engineer	1.50	\$135.00	\$202.50
5/13/22	09211015.0043	Environmental Specialist	7.00	\$110.00	\$770.00
5/13/22	09211015.0043	Senior Environmental Specialist	9.00	\$125.00	\$1,125.00
5/13/22	09211015.0043	Sample Kit	1.00	\$80.00	\$80.00
5/13/22	09211015.0043	Trip Charge, each	1.00	\$120.00	\$120.00
Task Total					\$3,420.00

Invoice Total \$3,420.00

TERMS: DUE UPON PRESENTATION OF INVOICE



INVOICE

Columbia, MO
573 214-2677

Project Mgr: Jeff Kenney

Project: Lee C. Fine Airport Reconstruction
111 Lee Fine Rd
Brumley, MO 65017

To: Crawford Murphy & Tilly Inc
Attn: Brian Hutsell
1631 W. Elfindale St.
Springfield, MO 65807-1287

REMIT TO:

Invoice Number: TG93471

Terracon Consultants, Inc.
PO Box 959673
St Louis, MO 63195-9673

Federal E.I.N.: 42-1249917

Project Number: 09211015
Invoice Date: 6/20/2022
Services Through: 6/11/2022

Date	Report	Description of Services	Quantity	Rate	Total
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TASK: Environmental Services

6/6/22	09211015.0061	Senior Environmental Specialist	2.00	\$125.00	\$250.00
Task Total					\$250.00

TASK: PCC Concrete Testing

6/8/22	09211015.0049	Project Manager	7.00	\$110.00	\$770.00
6/8/22	09211015.0049	Field Technician	6.00	\$55.00	\$330.00
6/8/22	09211015.0049	Field Technician (Overtime)	13.00	\$82.50	\$1,072.50
6/8/22	09211015.0049	Trip Charge, each	2.00	\$120.00	\$240.00
6/8/22	09211015.0049	Compressive Strength C39 (for Our Lab), Made by Terracon, ea	15.00	\$16.00	\$240.00
6/9/22	09211015.0051	Field Technician	3.00	\$55.00	\$165.00
6/9/22	09211015.0051	Field Technician (Overtime)	8.00	\$82.50	\$660.00
6/9/22	09211015.0051	Trip Charge, each	1.00	\$120.00	\$120.00
6/9/22	09211015.0051	Compressive Strength C39 (for Our Lab), Made by Terracon, ea	15.00	\$16.00	\$240.00
6/10/22	09211015.0053	Field Technician	3.00	\$55.00	\$165.00
6/10/22	09211015.0053	Field Technician (Overtime)	10.00	\$82.50	\$825.00
6/10/22	09211015.0053	Trip Charge, each	2.00	\$120.00	\$240.00
6/10/22	09211015.0053	Compressive Strength C39 (for Our Lab), Made by Terracon, ea	24.00	\$16.00	\$384.00
6/11/22	09211015.0060	Project Manager	5.00	\$110.00	\$550.00
6/11/22	09211015.0060	Trip Charge, each	1.00	\$120.00	\$120.00
Task Total					\$6,121.50

TASK: Subgrade Observation and Testing

5/16/22	09211015.0041	Project Manager	1.00	\$110.00	\$110.00
5/16/22	09211015.0041	Field Technician	7.00	\$55.00	\$385.00
5/16/22	09211015.0041	Trip Charge, each	1.00	\$120.00	\$120.00
5/16/22	09211015.0041	Nuclear Density Gauge, per day	1.00	\$50.00	\$50.00
5/18/22	09211015.0052	Field Technician	3.00	\$55.00	\$165.00

TERMS: DUE UPON PRESENTATION OF INVOICE



INVOICE

Invoice No.: TG93471
Project No.: 09211015
Project: Lee C. Fine Airport Reconstruction
111 Lee Fine Rd
Brumley, MO 65017

Project Mgr: Jeff Kenney

Date	Report	Description of Services	Quantity	Rate	Total
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Continued

TASK: Subgrade Observation and Testing

5/18/22	09211015.0052	Trip Charge, each	1.00	\$120.00	\$120.00
5/31/22	09211015.0044	Project Manager	0.50	\$110.00	\$55.00
5/31/22	09211015.0044	Field Technician	6.00	\$55.00	\$330.00
5/31/22	09211015.0044	Trip Charge, each	1.00	\$120.00	\$120.00
6/1/22	09211015.0045	Project Manager	0.50	\$110.00	\$55.00
6/1/22	09211015.0045	Field Technician	4.50	\$55.00	\$247.50
6/1/22	09211015.0045	Trip Charge, each	1.00	\$120.00	\$120.00
6/3/22	09211015.0046	Licensed Professional Engineer	0.25	\$135.00	\$33.75
6/3/22	09211015.0046	Project Manager	12.00	\$110.00	\$1,320.00
6/3/22	09211015.0046	Trip Charge, each	1.00	\$120.00	\$120.00
6/3/22	09211015.0046	Nuclear Density Gauge, per day	1.00	\$50.00	\$50.00
6/6/22	09211015.0047	Project Manager	15.00	\$110.00	\$1,650.00
6/6/22	09211015.0047	Trip Charge, each	1.00	\$120.00	\$120.00
6/6/22	09211015.0047	Nuclear Density Gauge, per day	1.00	\$50.00	\$50.00
6/6/22	09211015.0050	Specific Gravity	1.00	\$50.00	\$50.00
6/6/22	09211015.0050	Sieve Analysis (Washed), per test	1.00	\$85.00	\$85.00
6/6/22	09211015.0050	Modified Proctor (ASTM D-1557), each	1.00	\$195.00	\$195.00
6/7/22	09211015.0048	Project Manager	5.00	\$110.00	\$550.00
6/7/22	09211015.0048	Trip Charge, each	1.00	\$120.00	\$120.00
6/7/22	09211015.0048	Nuclear Density Gauge, per day	1.00	\$50.00	\$50.00
6/10/22	09211015.0054	Nuclear Density Gauge, per day	1.00	\$50.00	\$50.00
6/10/22	09211015.0055	Project Manager	5.50	\$110.00	\$605.00
6/10/22	09211015.0055	Trip Charge, each	1.00	\$120.00	\$120.00
Task Total					\$7,046.25

Invoice Total	\$13,417.75
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TERMS: DUE UPON PRESENTATION OF INVOICE



INVOICE

Columbia, MO
573 214-2677

Project Mgr: Jeff Kenney

Project: Lee C. Fine Airport Reconstruction
111 Lee Fine Rd
Brumley, MO 65017

To: Crawford Murphy & Tilly Inc
Attn: Brian Hutsell
1631 W. Elfindale St.
Springfield, MO 65807-1287

REMIT TO:

Invoice Number: TH07237

Terracon Consultants, Inc.
PO Box 959673
St Louis, MO 63195-9673

Federal E.I.N.: 42-1249917

Project Number: 09211015
Invoice Date: 7/18/2022
Services Through: 7/09/2022

Date	Report	Description of Services	Quantity	Rate	Total
TASK: Environmental Services					
7/6/22	09211015.0071	Senior Associate	2.50	\$155.00	\$387.50
7/6/22	09211015.0071	Senior Environmental Specialist	11.00	\$125.00	\$1,375.00
7/6/22	09211015.0071	Laboratory Testing	1.00	\$900.00	\$900.00
Task Total					\$2,662.50

TASK: PCC Concrete Testing

6/13/22	09211015.0057	Project Manager	1.00	\$110.00	\$110.00
6/13/22	09211015.0057	Field Technician	4.00	\$55.00	\$220.00
6/13/22	09211015.0057	Field Technician (Overtime)	4.00	\$82.50	\$330.00
6/13/22	09211015.0057	Trip Charge, each	1.00	\$120.00	\$120.00
6/13/22	09211015.0057	Compressive Strength C39 (for Our Lab), Made by Terracon, ea	6.00	\$16.00	\$96.00
6/14/22	09211015.0056	Project Manager	0.50	\$110.00	\$55.00
6/14/22	09211015.0056	Field Technician	4.00	\$55.00	\$220.00
6/14/22	09211015.0056	Field Technician (Overtime)	3.00	\$82.50	\$247.50
6/14/22	09211015.0056	Trip Charge, each	1.00	\$120.00	\$120.00
6/14/22	09211015.0056	Compressive Strength C39 (for Our Lab), Made by Terracon, ea	12.00	\$16.00	\$192.00
6/14/22	09211015.0057A	Field Technician	4.00	\$55.00	\$220.00
6/15/22	09211015.0058	Project Manager	0.50	\$110.00	\$55.00
6/15/22	09211015.0058	Field Technician	4.00	\$55.00	\$220.00
6/15/22	09211015.0058	Field Technician (Overtime)	4.00	\$82.50	\$330.00
6/15/22	09211015.0058	Trip Charge, each	1.00	\$120.00	\$120.00
6/15/22	09211015.0058	Compressive Strength C39 (for Our Lab), Made by Terracon, ea	12.00	\$16.00	\$192.00
6/16/22	09211015.0059	Project Manager	0.50	\$110.00	\$55.00
6/16/22	09211015.0059	Field Technician	4.00	\$55.00	\$220.00
6/16/22	09211015.0059	Field Technician (Overtime)	4.00	\$82.50	\$330.00
6/16/22	09211015.0059	Trip Charge, each	1.00	\$120.00	\$120.00

TERMS: DUE UPON PRESENTATION OF INVOICE



INVOICE

Invoice No.: TH07237
Project No.: 09211015
Project: Lee C. Fine Airport Reconstruction
111 Lee Fine Rd
Brumley, MO 65017

Project Mgr: Jeff Kenney

Date	Report	Description of Services	Quantity	Rate	Total
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Continued

TASK: PCC Concrete Testing

6/16/22	09211015.0059	Compressive Strength C39 (for Our Lab), Made by Terracon, ea	6.00	\$16.00	\$96.00
6/16/22	09211015.0059A	Field Technician	4.00	\$55.00	\$220.00
6/16/22	09211015.0059A	Trip Charge, each	1.00	\$120.00	\$120.00
6/17/22	09211015.0066	Project Manager	1.50	\$110.00	\$165.00
6/17/22	09211015.0066	Field Technician	4.00	\$55.00	\$220.00
6/17/22	09211015.0066	Field Technician (Overtime)	2.00	\$82.50	\$165.00
6/17/22	09211015.0066	Trip Charge, each	1.00	\$120.00	\$120.00
6/17/22	09211015.0067	Field Technician	4.00	\$55.00	\$220.00
6/17/22	09211015.0067	Trip Charge, each	1.00	\$120.00	\$120.00
6/18/22	09211015.0058A	Project Manager	4.00	\$110.00	\$440.00
6/18/22	09211015.0058A	Trip Charge, each	1.00	\$120.00	\$120.00
6/22/22	09211015.0062	Field Technician	4.00	\$55.00	\$220.00
6/22/22	09211015.0063	Laboratory Manager	1.00	\$60.00	\$60.00
6/22/22	09211015.0063	Project Manager	2.50	\$110.00	\$275.00
6/22/22	09211015.0063	Field Technician	8.00	\$55.00	\$440.00
6/22/22	09211015.0063	Field Technician (Overtime)	4.50	\$82.50	\$371.25
6/22/22	09211015.0063	Trip Charge, each	1.00	\$120.00	\$120.00
6/23/22	09211015.0063A	Project Manager	1.50	\$110.00	\$165.00
6/23/22	09211015.0063A	Field Technician	4.00	\$55.00	\$220.00
6/23/22	09211015.0063A	Trip Charge, each	1.00	\$120.00	\$120.00
6/24/22	09211015.0068	Laboratory Manager	5.00	\$60.00	\$300.00
6/24/22	09211015.0068	Field Technician	3.00	\$55.00	\$165.00
7/1/22	09211015.0070	Laboratory Manager	7.50	\$60.00	\$450.00
7/1/22	09211015.0070	Licensed Professional Engineer	1.50	\$135.00	\$202.50
7/6/22	09211015.0069	Field Technician	6.00	\$55.00	\$330.00
7/6/22	09211015.0069	Trip Charge, each	1.00	\$120.00	\$120.00
7/7/22	09211015.0064	Licensed Professional Engineer	1.00	\$135.00	\$135.00
7/7/22	09211015.0064	Project Manager	8.00	\$110.00	\$880.00
7/7/22	09211015.0064	Trip Charge, each	1.00	\$120.00	\$120.00

Task Total \$10,272.25

Invoice Total \$12,934.75

TERMS: DUE UPON PRESENTATION OF INVOICE



INVOICE

Columbia, MO
573 214-2677

Project Mgr: Jeff Kenney

Project: Lee C. Fine Airport Reconstruction
111 Lee Fine Rd
Brumley, MO 65017

To: Crawford Murphy & Tilly Inc
Attn: Brian Hutsell
1631 W. Elfindale St.
Springfield, MO 65807-1287

REMIT TO:

Invoice Number: TH22235

Terracon Consultants, Inc.
PO Box 959673
St Louis, MO 63195-9673

Federal E.I.N.: 42-1249917

Project Number: 09211015
Invoice Date: 8/15/2022
Services Through: 8/06/2022

Date	Report	Description of Services	Quantity	Rate	Total
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TASK: Environmental Services

7/14/22	09211015.0074	Senior Associate	1.50	\$155.00	\$232.50
7/14/22	09211015.0074	Senior Environmental Specialist	1.75	\$125.00	\$218.75
Task Total					\$451.25

TASK: PCC Concrete Testing

6/20/22	09211015.0072	Compressive Strength C39 (for Our Lab), Made by Terracon, ea	18.00	\$16.00	\$288.00
7/13/22	09211015.0065	Project Manager	0.50	\$110.00	\$55.00
7/13/22	09211015.0065	Field Technician	6.00	\$55.00	\$330.00
7/13/22	09211015.0065	Trip Charge, each	1.00	\$120.00	\$120.00
7/13/22	09211015.0065	Compressive Strength C39 (for Our Lab), Made by Terracon, ea	3.00	\$16.00	\$48.00
7/15/22	09211015.0065A	Project Manager	0.75	\$110.00	\$82.50
7/15/22	09211015.0065A	Field Technician	6.00	\$55.00	\$330.00
7/15/22	09211015.0065A	Trip Charge, each	1.00	\$120.00	\$120.00
7/20/22	09211015.0073	Lab Tech	3.00	\$75.00	\$225.00
7/20/22	09211015.0073	Project Manager	1.00	\$110.00	\$110.00
Task Total					\$1,708.50

Invoice Total \$2,159.75

TERMS: DUE UPON PRESENTATION OF INVOICE

City of Osage Beach

Agenda Item Summary

Date of Meeting: December 15, 2022
Originator: Edward Rucker, City Attorney
Presenter: Edward Rucker, City Attorney

Agenda Item:

Bill 22-99 - An ordinance of the City of Osage Beach, Missouri, imposing a sales tax at a rate of three (3%) on all retail sales of adult use marijuana sold within the City of Osage Beach. *First Reading*

Requested Action:

First Reading of Bill #22-99

Ordinance Referenced for Action:

Bill 22-99 - An ordinance of the City of Osage Beach, Missouri,

Deadline for Action:

Yes - January 24, 2023, if this question is to appear on the April 2023 general election ballot

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 22-99 is in correct form.

City Administrator Comments:

Following the discussion on the topic from the December 1, 2022 meeting, a bill was drafted not only for a decision to place the item on the upcoming April 2023 Municipal General Election, but also includes details for earmarking the tax collection should the voters approve the tax.

AN ORDINANCE IMPOSING A SALES TAX AT A RATE OF THREE PERCENT ON RETAIL SALES OF ADULT USE MARIJUANA SOLD WITHIN THE CITY OF OSAGE BEACH, MISSOURI, FOR THE PURPOSE OF FUNDING POLICE, AMBULANCE AND PARKS SERVICES PURSUANT TO ARTICLE XIV, SECTION 2.6(5) OF THE MISSOURI CONSTITUTION SUBJECT TO THE APPROVAL BY THE VOTERS OF THE CITY AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON APRIL 4, 2023; DESIGNATING THE FORM OF BALLOT; AND DIRECTING THE CITY CLERK TO PROVIDE NOTICE OF SAID ELECTION.

WHEREAS, on November 8, 2022, the electors of the State of Missouri approved Amendment 3 to the Missouri Constitution enacting Section 2 of Article XIV of the Missouri Constitution effective December 8, 2022; and

WHEREAS, the newly enacted Article XIV, Section 2.6(5) of the Missouri Constitution authorizes the City of Osage Beach, Missouri to impose, by ordinance, an additional sales tax in amount not to exceed three percent on all retail sales of adult use marijuana sold in such political subdivision subject to approval by voters of the City of Osage Beach, Missouri; and

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF OSAGE BEACH, MISSOURI AS FOLLOWS:

SECTION 1 – ADULT USE MARIJUANA SALES TAX. A sales tax at the rate of three percent on all retail sales of adult use marijuana sold in the City of Osage Beach, Missouri, as authorized by Article XIV, section 2.6(5) of the Missouri Constitution, is hereby imposed for the purpose of funding Police, Ambulance, Parks Services. The tax imposed hereunder shall be in addition to any and all other sales taxes allowed by law.

SECTION 2 – EFFECTIVE DATE. The sales tax imposed by this Ordinance shall not be effective unless approved by a majority of the votes cast by the qualified voters voting thereon at the General Municipal Election to be held on April 4, 20223, at which election a proposal to authorize the Board of Aldermen of the City of Osage Beach, Missouri, to impose the tax herein provided for shall be submitted to the voters of the City of Osage Beach.

SECTION 3 – FORM OF BALLOT. The ballot to be used in such election shall contain the following question:

Question 1

Shall the City of Osage Beach, Missouri, impose a sales tax of three percent (3%) on all retail sales of adult use marijuana sold in the City of Osage Beach, Missouri for the purposes of funding Police, Ambulance, and Park Services?

_____Yes

_____No

SECTION 4. ELECTION NOTICE. That the notice of election shall read as follows:

NOTICE OF ELECTION
CITY OF CITY OF OSAGE BEACH, MISSOURI

Notice is hereby given to the qualified voters of the City of City of Osage Beach, Missouri, that the Board of Aldermen of the City has called a general municipal election to be held in the City on April 4, 2023, commencing at 6:00 A.M. and closing at 7:00 p.m., on the question contained in the following sample ballot:

OFFICIAL BALLOT
CITY OF CITY OF OSAGE BEACH

GENERAL MUNICIPAL ELECTION, APRIL 4, 2023

QUESTION NO.1

(Additional Sales Tax on Retail Sale of Adult Use Marijuana)

Shall the City of Osage Beach, Missouri, impose a sales tax of three percent (3%) on all retail sales of adult use marijuana sold in the City of Osage Beach, Missouri for the purposes of funding Police, Ambulance and Park Services?

_____ Yes _____ No

Instructions to voters will be supplied by the election authorities.

A complete copy of Ordinance No. 22.99 submitting the above question to the electorate is on file in the Office of the City Clerk of City of Osage Beach, Missouri, and is open for inspection and copying.

The election will be held at the following polling places in the City of City of Osage Beach, Missouri: [insert list in last publication only].

Given under my hand and the official seal of the City of City of Osage Beach, Missouri, this _____ day of January, 2023.

(SEAL)

Tara Berreth
City Clerk of City of Osage Beach, Missouri

Before me, a notary public, personally appeared Tara Berreth, to me known to be the City Clerk of City of Osage Beach, Missouri, and the person who acknowledged to me that she executed the same for the purposes therein stated.

Notary Public

My commission expires: _____

SECTION 5 – NOTICE OF ELECTION.

The City Clerk is hereby directed to notify the ELECTION AUTHORITY of Camden County, Missouri, of the enactment of this Ordinance no later than 5:00 p.m. on Tuesday, January 24, 2023, in accordance with the Comprehensive Election Act, Chapter 115 of the Revised Statutes of Missouri, as amended.

SECTION 6. 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 7. 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 8. 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. 22.99 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:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 22.99.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 15, 2022
Originator: Edward Rucker, City Attorney
Presenter: Edward Rucker, City Attorney

Agenda Item:

Bill 22-100 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign certain Quit Claim Deeds attached hereto in connection with Ordinance 22-81 passed by the Board of Alderman on October 20th 2022 approving the plat of Bybee Springs Subdivision. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #22-100

Ordinance Referenced for Action:

Board of Aldermen approval is 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:

Recommend approval consistent with previously adopted Ordinance 22-81

City Attorney Comments:

Per City Code 110.230, Bill 22-100 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 CERTAIN QUIT CLAIM DEEDS ATTACHED HERETO IN CONNECTION WITH ORDINANCE 22-81 PASSED BY THE BOARD OF ALDERMAN ON OCTOBER 20TH 2022 APPROVING THE PLAT OF BYBEE SPRINGS SUBDIVISION.

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

Section 1. The Mayor is hereby authorized to sign and execute on behalf of the city the attached Quit Claim Deeds Exhibits A, B, C, D, and E as reflecting the previously approved Plat of the BYBEE SPRINGS SUBDIVISION approved by the Board in Ordinance 22-81 adopted by the Board on October 20, 2022.

Section 2. 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.22.100 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:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No.22.100.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

EXHIBIT A

QUIT CLAIM DEED

THIS INDENTURE, made on the ____ day of _____, 2022, by and between the CITY OF OSAGE BEACH ("GRANTOR"), and the DARYL L. FOSTER REVOCABLE TRUST DATED JUNE 19, 2003 ("GRANTEE"), whose mailing address is:_____.

WITNESSETH, that the said GRANTOR, in consideration of the sum of TEN DOLLARS to them paid by the GRANTEES, the receipt of which is hereby acknowledged, do by these presents, Remise, Release and forever Quit Claim unto the said GRANTEE, the following described lots, tracts, or parcels of land lying, being and situate in the County of Camden, and State of Missouri, to-wit:

All of Lot 6 of BYBEE SPRINGS SUBDIVISION, a subdivision in Camden County, Missouri, according to the plat thereof on file and of record in Plat Book _____, Pages _____, in the Office of the Recorder of Deeds, Camden County, Missouri.

TO HAVE AND TO HOLD, the same, with all the rights, immunities, privileges and appurtenances thereto belonging unto the said GRANTEE, and its successors and assigns, FOREVER so that the said GRANTOR nor its successors or assigns, nor any other person or persons for it or on its behalf, shall or will hereafter claim or demand any right or title to the aforesaid real property, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said GRANTOR has hereunto set its hand the day and year first above written.

GRANTOR:

CITY OF OSAGE BEACH

CITY OF OSAGE BEACH

By:_____
Michael Harmison, Mayor

By:_____
Tara Berreth City Clerk

STATE OF MISSOURI]
] ss.
COUNTY OF _____]

On this ____ day of _____, 2022, before me, a Notary Public in and for said state, personally appeared Michael Harmison, who acknowledged that he is the Mayor of the CITY OF OSAGE BEACH and that for and on behalf of said CITY OF OSAGE BEACH, he executed the above and foregoing instrument after first being duly authorized to do so.

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

Notary Public
State of Missouri
My term expires:

STATE OF MISSOURI]
] ss.
COUNTY OF _____]

On this ____ day of _____, 2022, before me, a Notary Public in and for said state, personally appeared Tara Berreth, who acknowledged that she is the City Clerk of the CITY OF OSAGE BEACH and that for and on behalf of said CITY OF OSAGE BEACH, she executed the above and foregoing instrument after first being duly authorized to do so.

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

Notary Public
State of Missouri
My term expires:

EXHIBIT B

QUIT CLAIM DEED

THIS INDENTURE, made on the ____ day of _____, 2022, by and between the CITY OF OSAGE BEACH ("GRANTOR"), and HILLTOP ESTATES, LLC a Missouri limited liability company ("GRANTEE"), whose mailing address is: _____.

WITNESSETH, that the said GRANTOR, in consideration of the sum of TEN DOLLARS to them paid by the GRANTEE, the receipt of which is hereby acknowledged, do by these presents, Remise, Release and forever Quit Claim unto the said GRANTEE, the following described lots, tracts, or parcels of land lying, being and situate in the County of Camden, and State of Missouri, to-wit:

All of Lot 5 of BYBEE SPRINGS SUBDIVISION, a subdivision in Camden County, Missouri, according to the plat thereof on file and of record in Plat Book _____, Pages _____, in the Office of the Recorder of Deeds, Camden County, Missouri.

TO HAVE AND TO HOLD, the same, with all the rights, immunities, privileges and appurtenances thereto belonging unto the said GRANTEE, and its successors and assigns, FOREVER so that the said GRANTOR nor its successors or assigns, nor any other person or persons for it or on its behalf, shall or will hereafter claim or demand any right or title to the aforesaid real property, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said GRANTOR has hereunto set its hand the day and year first above written.

GRANTOR:

CITY OF OSAGE BEACH

CITY OF OSAGE BEACH

By: _____
Michael Harmison, Mayor

By: _____
Tara Berreth City Clerk

STATE OF MISSOURI]
] ss.
COUNTY OF _____]

On this ____ day of _____, 2022, before me, a Notary Public in and for said state, personally appeared Michael Harmison, who acknowledged that he is the Mayor of the CITY OF OSAGE BEACH and that for and on behalf of said CITY OF OSAGE BEACH, he executed the above and foregoing instrument after first being duly authorized to do so.

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

Notary Public
State of Missouri
My term expires:

STATE OF MISSOURI]
] ss.
COUNTY OF _____]

On this ____ day of _____, 2022, before me, a Notary Public in and for said state, personally appeared Tara Berreth, who acknowledged that she is the City Clerk of the CITY OF OSAGE BEACH and that for and on behalf of said CITY OF OSAGE BEACH, she executed the above and foregoing instrument after first being duly authorized to do so.

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

Notary Public
State of Missouri
My term expires:

EXHIBIT C

QUIT CLAIM DEED

THIS INDENTURE, made on the ____ day of _____, 2022, by and between the CITY OF OSAGE BEACH ("GRANTOR"), and MB2 INVESTMENTS, LLC a Missouri limited liability company ("GRANTEE"), whose mailing address is: _____.

WITNESSETH, that the said GRANTOR, in consideration of the sum of TEN DOLLARS to them paid by the GRANTEE, the receipt of which is hereby acknowledged, do by these presents, Remise, Release and forever Quit Claim unto the said GRANTEE, the following described lots, tracts, or parcels of land lying, being and situate in the County of Camden, and State of Missouri, to-wit:

All of Lot 7 of BYBEE SPRINGS SUBDIVISION, a subdivision in Camden County, Missouri, according to the plat thereof on file and of record in Plat Book _____, Pages _____, in the Office of the Recorder of Deeds, Camden County, Missouri.

TO HAVE AND TO HOLD, the same, with all the rights, immunities, privileges and appurtenances thereto belonging unto the said GRANTEE, and its successors and assigns, FOREVER so that the said GRANTOR nor its successors or assigns, nor any other person or persons for it or on its behalf, shall or will hereafter claim or demand any right or title to the aforesaid real property, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said GRANTOR has hereunto set its hand the day and year first above written.

GRANTOR:

CITY OF OSAGE BEACH

CITY OF OSAGE BEACH

By: _____
Michael Harmison, Mayor

By: _____
Tara Berreth City Clerk

STATE OF MISSOURI]
] ss.
COUNTY OF _____]

On this ____ day of _____, 2022, before me, a Notary Public in and for said state, personally appeared Michael Harmison, who acknowledged that he is the Mayor of the CITY OF OSAGE BEACH and that for and on behalf of said CITY OF OSAGE BEACH, he executed the above and foregoing instrument after first being duly authorized to do so.

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

Notary Public
State of Missouri
My term expires:

STATE OF MISSOURI]
] ss.
COUNTY OF _____]

On this ____ day of _____, 2022, before me, a Notary Public in and for said state, personally appeared Tara Berreth, who acknowledged that she is the City Clerk of the CITY OF OSAGE BEACH and that for and on behalf of said CITY OF OSAGE BEACH, she executed the above and foregoing instrument after first being duly authorized to do so.

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

Notary Public
State of Missouri
My term expires:

EXHIBIT D

QUIT CLAIM DEED

THIS INDENTURE, made on the ____ day of _____, 2022, by and between the CITY OF OSAGE BEACH ("GRANTOR"), and MOTORSPORTS PROPERTIES, LLC a Missouri limited liability company ("GRANTEE"), whose mailing address is: PO Box 22003, St. Louis, Missouri 63126.

WITNESSETH, that the said GRANTOR, in consideration of the sum of TEN DOLLARS to them paid by the GRANTEE, the receipt of which is hereby acknowledged, do by these presents, Remise, Release and forever Quit Claim unto the said GRANTEE, the following described lots, tracts, or parcels of land lying, being and situate in the County of Camden, and State of Missouri, to-wit:

All of Lot 1 of BYBEE SPRINGS SUBDIVISION, a subdivision in Camden County, Missouri, according to the plat thereof on file and of record in Plat Book ____, Pages _____, in the Office of the Recorder of Deeds, Camden County, Missouri.

TO HAVE AND TO HOLD, the same, with all the rights, immunities, privileges and appurtenances thereto belonging unto the said GRANTEE, and its successors and assigns, FOREVER so that the said GRANTOR nor its successors or assigns, nor any other person or persons for it or on its behalf, shall or will hereafter claim or demand any right or title to the aforesaid real property, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said GRANTOR has hereunto set its hand the day and year first above written.

GRANTOR:

CITY OF OSAGE BEACH

CITY OF OSAGE BEACH

By: _____
Michael Harmison, Mayor

By: _____
Tara Berreth City Clerk

STATE OF MISSOURI]
] ss.
COUNTY OF _____]

On this ____ day of _____, 2022, before me, a Notary Public in and for said state, personally appeared Michael Harmison, who acknowledged that he is the Mayor of the CITY OF OSAGE BEACH and that for and on behalf of said CITY OF OSAGE BEACH, he executed the above and foregoing instrument after first being duly authorized to do so.

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

Notary Public
State of Missouri
My term expires:

STATE OF MISSOURI]
] ss.
COUNTY OF _____]

On this ____ day of _____, 2022, before me, a Notary Public in and for said state, personally appeared Tara Berreth, who acknowledged that she is the City Clerk of the CITY OF OSAGE BEACH and that for and on behalf of said CITY OF OSAGE BEACH, she executed the above and foregoing instrument after first being duly authorized to do so.

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

Notary Public
State of Missouri
My term expires:

EXHIBIT E

QUIT CLAIM DEED

THIS INDENTURE, made on the ____ day of _____, 2022, by and between the CITY OF OSAGE BEACH ("GRANTOR"), and TIMOTHY SEEBOLD and DEBORAH SEEBOLD, ("GRANTEES"), whose mailing address is:_____.

WITNESSETH, that the said GRANTOR, in consideration of the sum of TEN DOLLARS to them paid by the GRANTEEES, the receipt of which is hereby acknowledged, do by these presents, Remise, Release and forever Quit Claim unto the said GRANTEEES, the following described lots, tracts, or parcels of land lying, being and situate in the County of Camden, and State of Missouri, to-wit:

All of Lots 2, 3 and 4 of BYBEE SPRINGS SUBDIVISION, a subdivision in Camden County, Missouri, according to the plat thereof on file and of record in Plat Book ____, Pages _____, in the Office of the Recorder of Deeds, Camden County, Missouri.

TO HAVE AND TO HOLD, the same, with all the rights, immunities, privileges and appurtenances thereto belonging unto the said GRANTEEES, and its successors and assigns, FOREVER so that the said GRANTOR nor its successors or assigns, nor any other person or persons for it or on its behalf, shall or will hereafter claim or demand any right or title to the aforesaid real property, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said GRANTOR has hereunto set its hand the day and year first above written.

GRANTOR:

CITY OF OSAGE BEACH

CITY OF OSAGE BEACH

By:_____
Michael Harmison, Mayor

By:_____
Tara Berreth City Clerk

STATE OF MISSOURI]
] ss.
COUNTY OF _____]

On this ____ day of _____, 2022, before me, a Notary Public in and for said state, personally appeared Michael Harmison, who acknowledged that he is the Mayor of the CITY OF OSAGE BEACH and that for and on behalf of said CITY OF OSAGE BEACH, he executed the above and foregoing instrument after first being duly authorized to do so.

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

Notary Public
State of Missouri
My term expires:

STATE OF MISSOURI]
] ss.
COUNTY OF _____]

On this ____ day of _____, 2022, before me, a Notary Public in and for said state, personally appeared Tara Berreth, who acknowledged that she is the City Clerk of the CITY OF OSAGE BEACH and that for and on behalf of said CITY OF OSAGE BEACH, she executed the above and foregoing instrument after first being duly authorized to do so.

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

Notary Public
State of Missouri
My term expires:

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 15, 2022
Originator: Karri Bell, City Treasurer
Presenter: Karri Bell, City Treasurer

Agenda Item:

Motion to approve bad debt/write off for Lee C Fine and Grand Glaize Airport Funds in the amount of \$0, Water and Sewer Funds in the amount of \$1,155, and the Ambulance Fund in the amount of \$203,487.

Requested Action:

Motion to approve

Ordinance Referenced for Action:

Not Applicable

Deadline for Action:

Yes, by end of the year so that the City's Accounts Receivable balances will reflect accurate amounts.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Although these accounts (see attached) will be removed from the City's Accounts Receivable reports, staff will continue to pursue collections through liens and collections. During the year, All-Cal and CAC and RHS collected a total of \$15,753.

HISTORY OF AMBULANCE REVENUE VS WRITE OFFS

YEAR	TRIPS	REVENUE	WRITE OFFS
2021	865	\$344,673	\$185,361
2020	746	\$297,780	\$154,177
2019	771	\$287,635	\$127,937
2018	770	\$277,897	\$152,412

The City Treasurer recommends approval of proposed bad debt/write offs.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.

AMBULANCE BILLING WRITE-OFFS 2022

RUN #	AMOUNT	NOTES	RUN #	AMOUNT	NOTES
63.00	1,248.00	SELF PAY	20,201.00	840.77	BILL PATIENT CO PAY/DED
853.00	290.00	BILL PATIENT DEDUCTIBLE	20,206.00	937.00	BILL PATIENT
868.00	1,137.00	BILL PARENT DEDUCTIBLE	20,213.00	72.00	BAD DEBT
3,386.00	793.34	BILL PATIENT DEDUCTIBLE	21,214.00	1,174.00	INSURANCE PAID PATIENT
3,391.00	1,118.50	BILL PATIENT	22,448.00	85.25	BAD DEBT
3,398.00	974.00	BILL PATIENT	22,543.00	974.00	BILL PATIENT
6,023.00	75.00	BAD DEBT	22,544.00	1,011.00	MEDICAID DENIED BILL PATIENT
6,029.00	1,174.00	BILL PATIENT	22,626.00	72.67	BAD DEBT
6,034.00	250.00	BILL PATIENT	23,707.00	955.50	
6,037.00	750.00	BILL PARENT	23,795.00	1,155.50	BILL PATIENT
6,038.00	918.50		23,796.00	955.50	BILL PATIENT
6,039.00	1,135.15	BILL PATIENT MEDICARE DENIED	24,949.00	285.00	BILL PATIENT
6,045.00	1,174.00	BILL PATIENT	25,492.00	1,137.00	NO SIGNATURE
7,123.00	918.50	BILL PATIENT DEDUCTIBLE	25,508.00	744.90	BILL PATIENT
7,124.00	1,229.50	BILL PATIENT	25,613.00	824.00	BILL PATIENT
7,128.00	1,140.70	BILL PATIENT MEDICARE COPAY/DEI	26,725.00	285.00	BILL PATIENT
7,134.00	103.21		26,727.00	1,211.00	AUTO ACCIDENT INSURANCE ISSUE
7,135.00	1,137.00	BILL PARENT	26,791.00	937.00	BILL PATIENT
7,139.00	974.00	NO SIGNATURE	27,524.00	879.50	
9,440.00	1,103.70	MEDICARE DENIED - NOT MEDICALL	28,679.00	937.00	BILL PATIENT
9,448.00	1,174.00	BILL PATIENT DEDUCTIBLE	28,684.00	225.55	DECEASED
9,449.00	75.00	BAD DEBT	28,685.00	794.80	BILL PATIENT
9,451.00	824.00	BILL PARENT	28,686.00	937.00	BILL PATIENT
9,453.00	295.00	BILL PATIENT CO PAY/DED	28,691.00	753.70	MEDICARE DENIED BILL PATIENT
12,128.00	1,192.50	BILL PATIENT	28,692.00	750.00	BILL PATIENT
12,135.00	295.00	BILL PATIENT CO PAY/DED	28,693.00	725.81	BILL PATIENT
12,138.00	918.50	BILL PATIENT DEDUCTIBLE	28,695.00	1,174.00	BILL PATIENT
12,143.00	824.00	BILL PATIENT DEDUCTIBLE	29,819.00	992.50	MINOR -NEED PARENT INFO FOR COLLECTIONS
12,837.00	49.00	BAD DEBT	29,821.00	824.00	MEDICARE DENIED BILL PATIENT
12,838.00	164.80	BILL PATIENT CO PAY/DED	29,822.00	779.60	MEDICARE DENIED - PATIENT DECEASED
12,843.00	1,011.00	BILL PATIENT	29,824.00	275.00	BILL PATIENT
12,846.00	300.00	BILL PATIENT DEDUCTIBLE	29,825.00	225.55	BILL PATIENT
13,649.00	86.63	BAD DEBT	30,276.00	1,211.00	
13,650.00	1,108.50	BILL PATIENT	30,278.00	750.00	BILL PATIENT
14,229.00	824.00	PAID PATIENT DIRECTLY	31,594.00	300.00	BILL PATIENT
14,233.00	280.00	BILL PATIENT CO PAY/DED	31,598.00	900.00	AUTO INSURANCE INFO NEEDED
14,235.00	88.87	BAD DEBT	31,599.00	918.50	AUTO INSURANCE INFO NEEDED MOTHER OF MINORS
14,237.00	290.00	BILL PATIENT CO PAY/DED	31,600.00	900.00	AUTO INSURANCE INFO NEEDED MINOR
16,454.00	72.18	BAD DEBT	31,601.00	900.00	AUTO INSURANCE INFO NEEDED MINOR
16,457.00	292.50	PATIENT STOPPED \$300 MO PAYMEN	31,609.00	905.55	MEDICARE DENIED BILL PATIENT
16,458.00	1,118.50	BILL PATIENT	31,610.00	422.06	BILL PATIENT
16,469.00	1,285.00	BILL PATIENT	31,611.00	1,174.00	BILL PATIENT
19,218.00	1,011.00	BILL PATIENT AUTO INSURANCE NEE	31,614.00	295.00	BILL PATIENT
20,180.00	974.00	BILL PATIENT	31,616.00	72.67	BAD DEBT
20,181.00	824.00	BILL PATIENT	32,116.00	974.00	
20,183.00	54.83	BAD DEBT	33,106.00	550.64	BILL PATIENT
20,187.00	1,155.50	BC BS OF MO PAID PATIENT DIRECTL	33,108.00	974.00	VA DENIED BILL PATIENT
20,193.00	937.00	BILL PATIENT	33,110.00	757.40	MEDICARE DENIED BILL PATIENT
20,197.00	1,137.00	BILL PATIENT AUTO INSURANCE NEE	33,111.00	918.50	BILL PATIENT

RUN #	AMOUNT	NOTES	RUN #	AMOUNT	NOTES
33,112.00	1,092.50	UHC ATLANTA DEDUCTIBLE/CO PAY	42,532.00	1,011.00	
33,114.00	1,137.00	BILL PATIENT DEDUCTIBLE	42,591.00	72.91	MEDICARE ADV DEDUCTIBLE/CO PAY
33,117.00	918.50	MINOR -NEED PARENT INFO FOR COLLECTIONS	42,592.00	1,248.00	BILL PATIENT DEDUCTIBLE/CO PAY
33,121.00	691.25	BILL PATIENT	42,596.00	103.49	MEDICARE ADV DEDUCTIBLE/CO PAY
33,126.00	85.48	BAD DEBT	42,606.00	1,174.00	BC BS OF MO ANTHEM LOCAL DEDUCTI
33,128.00	1,211.00	BILL PATIENT	42,611.00	1,174.00	BILL PATIENT
33,129.00	1,137.00		44,540.00	755.55	MEDICARE DENIED - PATIENT DECEASE
33,891.00	1,085.00	BILL PATIENT	44,543.00	290.00	MEDICARE A
33,893.00	1,211.00	MEDICARE DENIED BILL PATIENT	44,546.00	1,192.50	BILL PATIENT
33,894.00	937.00	BILL PATIENT DEDUCTIBLE	44,596.00	90.79	BAD DEBT
33,898.00	1,155.50	TRICARE DENIED BILL PATIENT	44,601.00	672.53	BC BS OF MI DEDUCTIBLE/CO PAY
33,899.00	1,029.50	BILL PATIENT	44,602.00	77.92	BAD DEBT
33,900.00	265.00	BILL PATIENT	44,603.00	1,137.00	UHC ATLANTA DEDUCTIBLE/CO PAY
35,360.00	90.56	BAD DEBT	44,604.00	1,011.00	AMERICAN F UHC UTAH PRIMARY
35,556.00	1,211.00	BILL PATIENT	44,606.00	1,100.00	
35,561.00	250.00	BILL PATIENT CO PAY	44,608.00	955.50	
36,347.00	1,155.50		44,615.00	1,192.50	
37,431.00	285.00	BILL PATIENT CO PAY	45,466.00	1,137.00	BILL PATIENT SERVICES - NO TRANSPOR
37,434.00	824.00	BILL PATIENT	45,471.00	955.50	AUTO ACCIDENT BILL PATIENT
37,494.00	992.50	MINOR - CESAR RAMIREZ MENDEZ POSSIBLE RELATIVE	47,544.00	275.00	MEDICARE ADV DEDUCTIBLE/CO PAY
37,495.00	1,018.50	BILL PATIENT	47,547.00	76.55	BAD DEBT
37,496.00	992.50	BILL PATIENT	47,656.00	101.65	
37,906.00	300.00		47,660.00	1,118.50	
37,908.00	250.00		47,663.00	173.28	
37,910.00	250.00		47,665.00	974.00	
37,912.00	918.50		47,672.00	974.00	
37,935.00	285.00	MEDICARE ADV DEDUCTIBLE/CO PAY	47,674.00	250.00	
38,481.00	1,192.50	BILL PATIENT	48,579.00	285.00	MEDICARE ADV DEDUCTIBLE/CO PAY
38,482.00	1,174.00	BILL PATIENT	48,588.00	285.00	MEDICARE ADV DEDUCTIBLE/CO PAY
38,485.00	1,355.50	PATIENT DECEASE, WIFE PAMELA SURVIVES, HEALTH I	49,807.00	86.44	MEDICARE ADV DEDUCTIBLE/CO PAY
39,123.00	1,177.50	BILL PATIENT	49,809.00	1,174.00	BILL PATIENT
39,131.00	937.00	BILL PATIENT	52,113.00	150.00	BILL PATIENT SERVICES - NO TRANSPOR
40,315.00	1,174.00		52,125.00	757.14	BILL PATIENT DEDUCTIBLE/CO PAY
40,316.00	1,211.00		52,134.00	86.68	BAD DEBT
40,326.00	1,392.50		52,350.00	900.00	
40,328.00	824.00		52,352.00	1,118.50	
40,329.00	170.77		52,357.00	1,211.00	
41,358.00	242.26	MEDICARE ADVANTAC VA OFFICE COMM CARE	52,358.00	900.00	MEDICAID OI HEALTH CARE USA HMO E
41,361.00	1,248.00	GEICO VA AUTO GEICC TRICARE WEST REGION	52,361.00	1,192.50	BILL PATIENT
41,362.00	974.00		52,362.00	1,011.00	BILL PATIENT
41,365.00	250.00		52,364.00	92.41	BAD DEBT
41,998.00	1,211.00	BILL PATIENT	52,365.00	1,137.00	BILL PATIENT
42,009.00	54.83	BAD DEBT	52,366.00	824.00	
42,012.00	290.00	BILL PATIENT CO PAY	52,374.00	1,248.00	
42,014.00	275.00	MEDICARE ADV DEDUCTIBLE/CO PAY	52,376.00	423.79	
42,020.00	139.61	MEDICARE REG DEDUCTIVLE/CO PAY	52,378.00	250.00	
42,021.00	121.85	MEDICARE ADV DEDUCTIBLE/CO PAY	52,379.00	662.02	
42,023.00	937.00	BILL PATIENT	52,385.00	1,011.00	
42,529.00	250.00		52,386.00	1,174.00	SELF-PAY

RUN #	AMOUNT	NOTES	RUN #	AMOUNT	NOTES
52,387.00	1,155.50		76,502.00	1,174.00	BILL PATIENT
52,388.00	955.50		76,505.00	918.50	BILL PATIENT MEDICAID OF MO
52,390.00	1,137.00		76,507.00	1,167.50	BILL PATIENT
52,392.00	90.79	BAD DEBT	76,513.00	250.00	MEDICARE OF MO HMO/ADV DED/CO PAY
52,395.00	1,174.00		76,516.00	1,118.50	BILL PATIENT DEDUCTIBLE
52,396.00	1,155.50		76,526.00	1,211.00	BILL PATIENT
52,689.00	1,029.50		76,527.00	1,011.00	BILL PATIENT
52,708.00	955.50		76,533.00	1,248.00	BILL PATIENT
52,949.00	285.00	MEDICARE ADV DEDUCTIBLE/CO PAY	77,199.00	97.25	BAD DEBT
53,441.00	615.02	BILL PATIENT DEDUCTIBLE/CO PAY	77,202.00	1,137.00	BILL PATIENT WORKERS COMP
54,157.00	605.31	BILL PATIENT DEDUCTIBLE/CO PAY	79,303.00	1,318.50	BILL PATIENT BC BS OF MO ANTHEM LOC
54,603.00	1,248.00		79,309.00	295.00	BILL PATIENT BC BS OF MO ANTHEM LOC
54,604.00	250.00	MEDICARE HMO/ADV DEDUCTIBLE/CO PAY	79,310.00	1,248.00	BILL PATIENT
54,605.00	1,211.00		79,311.00	1,011.00	BILL PATIENT UHC ATLANTA, ANTHEM S
54,608.00	260.84		79,312.00	1,137.00	BILL PATIENT
58,746.00	75.00	BAD DEBT	79,316.00	900.00	BILL PATIENT BC BS OF MO ANTHEM LOC
58,749.00	1,174.00		79,734.00	1,137.00	BILL PATIENT
58,758.00	824.00		81,253.00	937.00	BILL PATIENT
58,759.00	1,192.50		81,256.00	555.29	BILL PATIENT BC BS OF MO ANTHEM LOC
58,765.00	1,155.50		81,258.00	234.25	MEDICARE OF MO HMO/ADV DED/CO PAY
58,766.00	1,048.00	NATIONWIDE AUTO AL SELF-PAY	81,261.00	1,229.50	BILL PATIENT
58,771.00	250.00	MEDICARE OF MISSOURI DEDUCTIBLE/CO PAY			
58,772.00	150.00			203,486.88	
58,779.00	1,137.00	BC BS OF MO ANTHEM LOCAL PAID PATIENT DIRECTLY			
58,786.00	250.00	MEDICARE ADVANTAGE DEDUCTIBLE/CO PAY			
58,789.00	1,048.00				
60,585.00	1,137.00	BC BS OF MO ANTHEM LOCAL PAID PATIENT DIRECTLY			
61,042.00	1,155.50				
61,046.00	1,137.00				
61,052.00	654.06	BILL PATIENT DEDUCTIBLE			
62,249.00	178.21	BILL PATIENT			
62,251.00	250.00	MEDICARE OF MISSOURI DEDUCTIBLE/CO PAY			
62,260.00	1,174.00				
64,169.00	781.45				
65,904.00	937.00				
65,908.00	824.00	BILL PATIENT, TRICARE, VA DEDUCTIBLE/CO PAY			
65,915.00	1,303.50	AUTO INSURANCE SELF-PAY			
67,730.00	200.00	BILL PATIENT DEDUCTIBLE			
67,742.00	1,029.50	BILL PATIENT			
68,662.00	90.94	DECEASED			
69,327.00	1,137.00	SELF-PAY			
70,767.00	214.61	MEDICARE OF MISSOURI DEDUCTIBLE/CO PAY			
70,771.00	474.16	CIGNA PA ID STARTS W SELF-PAY			
70,775.00	1,118.50	NO SIGNATURE			
70,792.00	214.61				
70,796.00	937.00	BILL PATIENT			
73,181.00	918.50				
73,189.00	918.50	MEDICARE OF MISSOURI AETNA HEALTH PLAN MDC			
76,252.00	1,118.50	BILL PATIENT			

UTILITY BILLING
2022 WRITE-OFFS

LOCATA	ACCOUNT	WATER	SEWER	WRITE-OFF	EXPLANATION
RESIDENT	01-7505-07	\$ 8.84	\$ 6.79	\$ 15.63	SOLD HOME.
RESIDENT	06-5080-00	\$ -	\$ 20.19	\$ 20.19	SOLD HOME.
RESIDENT	06-3280-02	\$ -	\$ 21.93	\$ 21.93	SOLD HOME.
RESIDENT	01-2250-00	\$ 15.34	\$ 9.86	\$ 25.20	SOLD HOME.
RESIDENT	07-1770-00	\$ -	\$ 30.52	\$ 30.52	SOLD HOME.
RESIDENT	07-2590-01	\$ -	\$ 32.44	\$ 32.44	SOLD HOME.
RESIDENT	04-4630-02	\$ 22.19	\$ 17.53	\$ 39.72	SOLD HOME.
RESIDENT	07-1510-01	\$ -	\$ 50.04	\$ 50.04	SOLD HOME.
RESIDENT	01-8250-00	\$ 28.39	\$ 21.81	\$ 50.20	SOLD HOME.
RESIDENT	03-2280-00	\$ 29.23	\$ 28.30	\$ 57.53	SOLD HOME.
RESIDENT	05-1620-00	\$ 77.13	\$ -	\$ 77.13	GHOST METER
RESIDENT	03-4360-03	\$ 51.94	\$ 41.62	\$ 93.56	SOLD HOME.
RESIDENT	01-0820-01	\$ 75.33	\$ 57.89	\$ 133.22	DISCONNECTED - LIEN PLACED ON PROPERTY
RESIDENT	01-7220-00	\$ 76.72	\$ 58.96	\$ 135.68	DISCONNECTED - LIEN PLACED ON PROPERTY
RESIDENT	04-8270-01	\$ 85.00	\$ 74.87	\$ 159.87	DISCONNECTED - LIEN PLACED ON PROPERTY
RESIDENT	01-7860-00	\$ 103.83	\$ 107.83	\$ 211.66	DISCONNECTED - LIEN PLACED ON PROPERTY
		\$ 573.94	\$ 580.58	\$ 1,154.52	

Bad Debt Payments \$ 204.16

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 15, 2022
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Motion to modify the Thursday, January 5, 2023 Regular Board of Aldermen.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

City Code Section 110.110 Regular Meetings - requires at least one meeting to be held per calendar month, and the Board of Aldermen, by motion, may amend the schedule from the first and third Thursday of each month.

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:

Not Applicable

City Administrator Comments:

The 2023 Lake of the Ozarks Legislative Reception, hosted by the Lake of the Ozarks CVB and the surrounding areas Chamber of Commerce organizations, is scheduled to be held on Thursday, January 5, 2023, conflicting with the Board of Aldermen's first meeting in January. This is an event the Mayor and Board of Aldermen have attended in the past.

Options available to the Board of Aldermen if there is interest in attending the Lake of Ozarks Legislative Reception, are as follows:

- Move the Thursday, January 5, 2023 meeting to another applicable date within the same week (normal time - 6 PM); or another date the following week,
- Cancel the Thursday, January 5, 2023 meeting and only hold one meeting for the calendar month, on Thursday, January 19, 2023.

If there is no desire to have only one meeting in January, my recommendation would be to move the January 5, 2023 meeting to either the prior day, Wednesday, January 4, 2023, or the following week on Thursday, January 12, 2023; no change in the meeting time of 6 PM. However, the selected date is at the discretion of the Board of Aldermen based on the Mayor and Board of Aldermen's schedules.