NOTICE OF MEETING AND BOARD OF ALDERMEN AGENDA

CITY OF OSAGE BEACH
BOARD OF ALDERMEN MEETING

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

TENTATIVE AGENDA

REGULAR MEETING

June 15, 2023 - 6:00 PM
CITY HALL

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZEN'S COMMUNICATIONS

This is a time set aside on the agenda for citizens and visitors to address the Mayor and Board on any topic that is not a public hearing. For those here in person, speakers will be restricted to three minutes unless otherwise permitted. Minutes may not be donated or transferred from one speaker to another.

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

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

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

APPROVAL OF CONSENT AGENDA

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

- ► Minutes of Board of Aldermen meeting June 1, 2023
- ► Bills List - June 15, 2023

UNFINISHED BUSINESS

A. Bill 23-27 - An ordinance of the City of Osage Beach, Missouri,authoring the Mayor to sign a 3 year Janitorial Services contract with Lake Clean Queens LLC for an amount not to exceed $68,000. *Second Reading*

B. Bill 23-39 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 210 Offenses Section 210.1800 Possession of Marujuana, Section 210.1810 Possession of Controlled Substance, Section 210.18130 Unlawful Possession of Drug Paraphernalia, and Creating a New Section 210.1880 Hashish and Synthetic Cannabinoids of the City Code for various purposes as set forth. *Second Reading*

C. Bill 23-47 - An ordinance of the City of Osage Beach, Missouri, approving a Development Agreement and a Cooperation and Transportation Project Agreement in Connection with the Lakeport Village Tax Increment Financing Redevelopment Plan. *Second Reading*

D. Bill 23-48 - An ordinance of the City of Osage Beach, Missouri, authorizing the expenditure of funds for promotional efforts to support the Lake of the Ozarks Bikefest 2023 event support request in an amount not to exceed $3,000. *Second Reading*

E. Bill 23-51 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign an agreement with Elks Lodge #2517 for the construction and maintenance of a new Veterans Memorial to be built in the roundabout in front of City Hall. *Second Reading*

F. Bill 23-54 - An ordinance authorizing the City of Osage Beach, Missouri, to issue its Taxable Industrial Revenue Bonds (Lakeport Village Project), Series 2023, in a principal amount not to exceed $360,000,000, for the purpose of providing funds to pay the costs of acquiring constructing and improving a facility for an Industrial Development Project in the City; approving a plan for the project and authorizing the City to enter into certain agreements and take certain other actions in connection therewith. *Second Reading*

NEW BUSINESS

A. Presentation - City's FY2022 Annual Comprehensive Financial Report (Audit)

B. Bill 23-46 - An ordinance of the City of Osage Beach, Missouri, adopting an amendment to the zoning map of the City of Osage Beach, Missouri by rezoning a parcel of land as described in Rezoning Case no. 421. *First Reading*

C. Bill 23-55 - An ordinance of the City of Osage Beach, Missouri, repealing Section 140.050 Sales Tax

Holiday and repealing Ordinance 20.34 referring the decision concerning opting out of the State imposed "Back to School" Sales Tax Holiday to the Board of Aldermen each year. *First Reading*

D. Bill 23-56 - An ordinance of the City of Osage Beach, Missouri, adding Section 140.015 Sales Tax Imposed on Retail Sales of Adult-Use Marijuana, directing the application of the sales tax revenue to be collected for the purpose of funding Parks and Recreation and Public Safety Services, such sales tax to be at the rate of Three Percent on all Retail Sales of Adult-use Marijuana within the City of Osage Beach, Missouri which are subject to taxation pursuant to Article XIV, Section 2.36(5) of the Missouri Constitution. *First Reading*

E. Bill 23-57 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a 3-year Janitorial Service agreement with Woodley Building Maintenance for an amount not to exceed $77,220.00 *First and Second Reading*

F. Resolution 2023-02 - A resolution of the City of Osage Beach, Missouri, supporting the application for MoDOT's Rural Statewide Transportation Alternative Program funding for the Columbia Avenue Sidewalk project.

G. Resolution 2023-03 - A resolution of the City of Osage Beach, Missouri, supporting the application for the Department of Transportation Safer Streets for All Grant.

STAFF COMMUNICATIONS

A. Department Update List - June 15, 2023

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

ADJOURN

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

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

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

If any member of the public requires a specific accommodation as addressed by the Americans with Disabilities Act, please contact the City Clerk’s Office forty-eight (48) hours in advance of the meeting at the above telephone number.

MINUTES OF THE REGULAR MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI
June 1, 2023

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday, June 1, 2023, at 6:00 PM. The following were present in person: Mayor Michael Harmison, Alderman Kevin Rucker, Alderman Phyllis Marose, Alderman Richard Ross, Alderman Justin Hoffman. Absent Alderman Kellie Schuman and Alderman Bob O'Steen. City Clerk Tara Berreth was present and performed the duties for the City Clerk's office.

Appointed and Management staff present City Administrator Jeana Woods, City Attorney Cole Bradbury, Police Chief Todd Davis, City Planner Cary Patterson, Building Official Ron White, Airport Manager Ty Dinsdale, Economic Development Specialist Mitchell Moon, Public Works Operations Manager Kevin Crooks, City Treasurer Karri Bell, IT Manager Mikeal Bean, and Parks & Recreation Manager Eric Gregory.

CITIZEN'S COMMUNICATIONS

Representative Bill Morris with the Elks Lodge expressed excitement over the partnership with the City for the Veterans Memorial.

APPROVAL OF CONSENT AGENDA

Alderman Ross made a motion to approve the consent agenda as presented. This motion was seconded by Alderman Hoffman. Motion passes unanimously with a voice vote. Absent Alderman Schuman and Alderman O'Steen.

Mayor Harmison made a request to move Item D (Bill 23-47), Item J (Bill 23-54) and Item E (Bill 23-44) up on the agenda. This was voice approved by the board.

NEW BUSINESS

Bill 23-47 - An ordinance of the City of Osage Beach, Missouri, approving a Development Agreement and a Cooperation and Transportation Project Agreement in Connection with the Lakeport Village Tax Increment Financing Redevelopment Plan. ***First Reading***

Alderman Hoffman made a motion to approve the first reading of Bill 23-47. This motion was seconded by Alderman Marose. Motion passes with voice vote unanimously. Absent Alderman O'Steen and Alderman Schuman.

Bill 23-54 - An ordinance authorizing the City of Osage Beach, Missouri, to issue its Taxable Industrial Revenue Bonds (Lakeport Village Project), Series 2023, in a principal amount not to exceed $360,000,000, for the purpose of providing funds to pay the costs of acquiring constructing and improving a facility for an Industrial Development Project in the City; approving a plan for the project and authorizing the City to enter into certain agreements and take certain other actions in connection therewith. ***First Reading***

Alderman Rucker made a motion to approve the first reading of Bill 23-54. This motion was seconded by Alderman Ross. Motion passes with voice vote unanimously. Absent Alderman O'Steen and Alderman Schuman.

UNFINISHED BUSINESS

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

Alderman Ross made a motion to approve the second reading of Bill 23-44. This motion was seconded by Alderman Hoffman. A roll call was taken to approve the second and final reading of Bill 23-44 and to pass same into ordinance:

"Ayes" Alderman Rucker, Alderman Marose, Alderman Ross, and Alderman Hoffman. Absent Alderman Schuman and Alderman O'Steen. Bill 23-44 was passed and approved as Ordinance 23.44.

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

Alderman Marose made a motion to approve the second reading of Bill 23-40. This motion was seconded by Alderman Rucker. A roll call was taken to approve the second and final reading of Bill 23-40 and to pass same into ordinance: "Ayes" Alderman Rucker, Alderman Marose, Alderman Ross, and Alderman Hoffman. Absent Alderman Schuman and Alderman O'Steen. Bill 23-40 was passed and approved as Ordinance 23.40.

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

Alderman Rucker made a motion to approve the second reading of Bill 23-41. This motion was seconded by Alderman Ross. A roll call was taken to approve the second and final reading of Bill 23-41 and to pass same into ordinance: "Ayes" Alderman Rucker, Alderman Marose, Alderman Ross, and Alderman Hoffman. Absent Alderman Schuman and Alderman O'Steen. Bill 23-41 was passed and approved as Ordinance 23.41.

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

Alderman Ross made a motion to approve the second reading of Bill 23-42. This motion was seconded by Alderman Marose. A roll call was taken to approve the second and final reading of Bill 23-42 and to pass same into ordinance: "Ayes" Alderman Rucker, Alderman Marose, Alderman Ross, and Alderman Hoffman. Absent Alderman Schuman and Alderman O'Steen. Bill 23-42 was passed and approved as Ordinance 23.42.

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

Alderman Hoffman made a motion to approve the second reading of Bill 23-43. This motion was seconded by Alderman Rucker. A roll call was taken to approve the second and final reading of Bill 23-43 and to pass same into ordinance: "Ayes" Alderman Rucker, Alderman Marose, Alderman Ross, and Alderman Hoffman. Absent Alderman Schuman and Alderman O'Steen. Bill 23-43 was passed and approved as Ordinance 23.43.

NEW BUSINESS

Public Hearing -- Rezoning Case 412 by Topsider Condominiums, LLC.

No Public Comments

Alderman Ross made a motion to close the public hearing. This motion was seconded by Alderman Hoffman. Motion was unanimously with a voice vote. Absent Alderman Schuman and Alderman O'Steen.

Bill 23-46 - An ordinance of the City of Osage Beach, Missouri, adopting an amendment to the zoning map of the City of Osage Beach, Missouri by rezoning a parcel of land as described in Rezoning Case no. 421. ***First Reading***

Alderman Rucker made a motion to table the first reading of Bill 23-46 until there can be a full board. This motion was seconded by Alderman Hoffman. Motion passes with voice vote unanimously. Absent Alderman Schuman and Alderman O'Steen.

Bill 23-39 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 210 Offenses Section 210.1800 Possession of Marijuana, Section 210.1810 Possession of Controlled Substance, Section 210.18130 Unlawful Possession of Drug Paraphernalia, and Creating a New Section 210.1880 Hashish and Synthetic Cannabinoids of the City Code for various purposes as set forth. ***First Reading***

Alderman Marose made a motion to approve the first reading of Bill 23-39. This motion was seconded by Alderman Ross. Motion passes with voice vote unanimously. Absent Alderman O'Steen and Alderman Schuman.

Bill 23-48 - An ordinance of the City of Osage Beach, Missouri, authorizing the expenditure of funds for promotional efforts to support the Lake of the Ozarks Bikefest 2023 event support request in an amount not to exceed $3,000. ***First Reading***

Alderman Marose made a motion to approve the first reading of Bill 23-48. This motion was seconded by Alderman Ross. Motion passes with voice vote unanimously. Absent Alderman O'Steen and Alderman Schuman.

Bill 23-49 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign an amended contract under Ordinance 23.29 for on-call engineering services with Miller Companies. ***First and Second Reading***

Alderman Hoffman made a motion to approve the first reading of Bill 23-49. This motion was seconded by Alderman Rucker. Motion passes with voice vote unanimously. Absent Alderman O'Steen and Alderman Schuman.

Alderman Marose made a motion to approve the second reading of Bill 23-49. This motion was seconded by Alderman Hoffman. A roll call was taken to approve the second and final reading of Bill 23-49 and to pass same into ordinance: "Ayes" Alderman Rucker, Alderman Marose, Alderman Ross, and Alderman Hoffman. Absent Alderman Schuman and Alderman O'Steen. Bill 23-49 was passed and approved as Ordinance 23.49.

Bill 23-50 - An ordinance of the City of Osage Beach, Missouri authorizing the Mayor to sign work order #1 with Bartlett & West, Inc. for on-call engineering services for an amount not to exceed $289,083.00. ***First and Second Reading***

Alderman Ross made a motion to approve the first reading of Bill 23-50. This motion was seconded by Alderman Marose. Motion passes with voice vote unanimously. Absent Alderman O'Steen and Alderman Schuman.

Alderman Hoffman made a motion to approve the second reading of Bill 23-50. This motion was seconded by Alderman Rucker. A roll call was taken to approve the second and final reading of Bill 23-50 and to pass same into ordinance: "Ayes" Alderman Rucker, Alderman Marose, Alderman Ross, and Alderman Hoffman. Absent Alderman O'Steen and Alderman Schuman. Bill 23-50 was passed and approved as Ordinance 23.50.

Bill 23-51 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign an agreement with Elks Lodge #2517 for the construction and maintenance of a new Veterans Memorial to be built in the roundabout in front of City Hall. ***First Reading***

Alderman Hoffman made a motion to approve the first reading of Bill 23-51. This motion was seconded by Alderman Marose. Motion passes with voice vote unanimously. Absent Alderman O'Steen and Alderman Schuman.

Bill 23-52 - An ordinance of the City of Osage Beach, Missouri, authorizing the City Administrator to sign a change order for the Amy Lane and Case Road Improvement Project. ***First and Second Reading***

Alderman Ross made a motion to approve the first reading of Bill 23-52. This motion was seconded by Alderman Rucker. Motion passes with voice vote unanimously. Absent Alderman O'Steen and Alderman Schuman.

Alderman Marose made a motion to approve the second reading of Bill 23-52. This motion was seconded by Alderman Hoffman. A roll call was taken to approve the second and final reading of Bill 23-52 and to pass same into ordinance: "Ayes" Alderman Rucker, Alderman Marose, Alderman Ross, and Alderman Hoffman. Absent Alderman Schuman and Alderman O'Steen. Bill 23-52 was passed and approved as Ordinance 23.52.

Motion to Appoint a member of the Board of Aldermen to the Planning Commission
Alderman Hoffman made a motion to approve the re-appointment of Alderman Bob O'Steen to the Planning and Zoning Commission with a term expiration of June 1, 2024. This motion was seconded by Alderman Ross. Motion passes with voice vote unanimously. Absent Alderman O'Steen and Alderman Schuman.

Motion to Approve appointment(s) by Mayor Harmison to the Planning Commission
Alderman Hoffman made a motion to approve the re-appointment of Susan Ebling to the Planning and Zoning Commission with a term expiration of June 1, 2027. This motion was seconded by Alderman Marose. Motion passes with voice vote unanimously. Absent Alderman O'Steen and Alderman Schuman.

Motion to Approve appointment(s) by Mayor Harmison to the Liquor Control Board.
Alderman Rucker made a motion to approve the appointment of Alderman Justin Hoffman to the Liquor Control Board with a term expiration of June 1, 2024. This motion was seconded by Alderman Marose. Motion passes with voice vote unanimously. Absent Alderman O'Steen and Alderman Schuman.

Motion to Approve appointment(s) by Mayor Harmison to the TIF Commission
Alderman Rucker made a motion to approve the appointment of Alderman Richard Ross to the TIF Commission with a term expiration of June 1, 2024, and re-appointment of Timothy Gardner to the TIF Commission with a term expiration of June 1, 2025. This motion was seconded by Alderman Marose. Motion passes with voice vote unanimously. Absent Alderman O'Steen and Alderman Schuman.

Motion to Approve the appointment (s) by Mayor Harmison to the Board of Appeals
Alderman Rucker made a motion to approve the reappointment of Anthony Westhusing II with a term expiration of June 1, 2027, and reappointment of the committee member alternates for Kurt Flickinger and Matt Stephens with term expirations of June 1, 2028. This motion was seconded by Alderman Hoffman. Motion passes with voice vote unanimously. Absent Alderman O'Steen and Alderman Schuman.

Motion to Approve appointment(s) by Mayor Harmison to the Citizens Advisory Committee
Alderman Ross made a motion to approve the reappointment of Dr. Paula Brown (Ward 2), Cory Booth (Ward 3) and Geniece Tyler (At Large) with all terms expiring June 1, 2026. This motion was seconded by Alderman Marose. Motion passes with voice vote unanimously. Absent Alderman O'Steen and Alderman Schuman.

Motion to Approve appointment nominations by Mayor Harmison to the Joint Sewer Board
Alderman Rucker made a motion to approve the reappointments of City Administrator Jeana Woods with a term expiration of June 1, 2025, and Alderman Kevin Rucker with term expiring June 1, 2024. This motion was seconded by Alderman Ross. Motion passes with voice vote unanimously. Absent Alderman O'Steen and Alderman Schuman.

STAFF COMMUNICATIONS

City Administrator Woods – June 6, 2023, Board Strategic Planning Session at 6pm and June 27, 2023, Board all day at Margaritaville.
City Treasure Bell – Working on 2022 audit. Hoping to have the 2022 Audit presentation on the next agenda.
Police Chief Davis – Going to the graduation for the new police officer on June 7, 2023.
Building Official White – City Hall Improvement will start in July 2023.
HR Generalist Raye – Lagers study is moving along.

DEPARTMENT UPDATE LIST – As of June 1, 2023

- Camden County Road Property Tax Questions *(City Treasurer, K Bell)*
- Capital Replacement Plan – LO/OB Joint Sewer Plant *(City Administrator, J Woods) (July)*
- Emergency generator back up plan for city *(PW Operations Mgr-K Crooks)*
- Guideline Evaluation
    - Design Guideline Revisions - Street Lights *(Asst. City Administrator, M Welty)*
    - TIF / Incentive Guideline Review / Revisions *(City Administrator, J Woods) (June 27)*
- Personnel *(HR Generalist, M Raye)*
    - Employee Benefits – re: LAGERS *(late June/early July)*
    - Vacancy Status Update *(updated monthly)*
    - Employee Survey *(late May/early June)*
    - Employee 360 Feedback Process
- Project Updates / Related Budgeted Items Update
    - L/S Panel Replacement Plan *(PW Operations Mgr, K Crooks)*
    - Park Master Plan *(Parks & Recreation Mgr, E Gregory) (July)*
    - Private Street Inventory *(Asst. City Administrator, M Welty)*
    - Sidewalk Master Plan *(Asst. City Administrator, M Welty) (late June/early July)*
    - Swiss Village Treatment Plan *(PW Operations Mgr, K Crooks)*
    - Tan Tar A Master Plan re: Infrastructure *(Asst. City Administrator, M Welty)*
    - Tan Tar A Estates Utilities Current Contract Explanation *(June)* / Rate Review *(July/August) City Attorney, C Bradbury / City Administrator, J Woods)*
    - Veterans Memorial *(Asst. City Administrator, M Welty) (June)*

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

Alderman Rucker – Ordinance 23.27 needs to be put the next agenda for the board to vote on.

Alderman Hoffman – Great job to the Police for all the hard work on Memorial Day. Excited about the Veterans Memorial going in front of the City Hall.

ADJOURN

Alderman Ross made a motion to adjourn; seconded by Alderman Marose. Motion passes with voice vote unanimously. Absent Alderman Schuman and Alderman O'Steen. Meeting adjourned.

Meeting adjourned at 8:35 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 June 1, 2023, and approved June 15, 2023.

_____ _____

Tara Berreth, City Clerk Michael Harmison, Mayor

CITY OF OSAGE BEACH
BILLS LIST
June 15, 2023

Bills Paid Prior to Board Meeting	**$**	**247,553.59**
Payroll Paid Prior to Board Meeting	**$**	**155,065.44**
SRF Transfer Prior to Board Meeting		
TIF Transfer Osage Beach Commons		
TIF Transfer Dierbergs		
Bills Pending Board Approval	**$**	**308,736.45**
Total Expenses	**$**	**711,355.48**

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	State Withholding	4,215.00
		INTERNAL REVENUE SERVICE	Fed WH	11,452.10
			FICA	8,411.07
			Medicare	1,967.10
		ICMA	Loan Repayment	77.62
			Loan Repayment	111.88
			Loan Repayment	106.47
			Loan Repayment	182.34
			Loan Repayment	139.12
			Loan Repayment	98.17
			Loan Repayment	153.05
			Retirment 457 &	3,040.48
			Retirement 457	1,130.00
			Loan Repayments	166.79
			Loan Repayments	134.84
			Loan Repayments	182.82
			Loan Repayments	92.92
			Loan Repayments	252.83
			Loan Repayments	161.77
			Loan Repayments	113.03
			Loan Repayments	127.21
			Retirment Roth IRA %	224.53
			Retirement Roth IRA	377.00
		HSA BANK	HSA Contribution	302.50
			HSA Family/Dep. Contributi	1,489.75
		ONE TIME VENDOR	OTHER AGENCY CASH BOND	120.00
			TOTAL:	34,830.39
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	675.31
			Medicare	157.93
		ICMA	Retirement 401%	111.82
			Retirement 401	670.94
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
		PHEGLEY, JANICE	MILEAGE REIMB 05/2023	28.96
		ELAN CORPORATE PAYMENT SYSTEMS	2023 MCMA SPRING CONF- WEL	200.00
			TOTAL:	2,032.46
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	152.64
			Medicare	35.70
		ICMA	Retirement 401%	25.81
			Retirement 401	154.87
		HSA BANK	HSA Family/Dep. Contributi	75.00
		ELAN CORPORATE PAYMENT SYSTEMS	CLERKS BOARD RETREAT LDNG	129.44
			TOTAL:	573.46
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	573.50
			Medicare	134.13
		ICMA	Retirement 401%	94.87
			Retirement 401	569.29
		HSA BANK	HSA Contribution	18.75
			HSA Family/Dep. Contributi	150.00
		ELAN CORPORATE PAYMENT SYSTEMS	2023 TYLER CONNECT UBER	34.64
			TOTAL:	1,575.18
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	98.25

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	22.98
		ICMA	Retirement 401%	16.48
			Retirement 401	98.88
		HSA BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	311.59
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	365.38
			Medicare	85.45
		ICMA	Retirement 401%	58.93
			Retirement 401	353.59
		ELAN CORPORATE PAYMENT SYSTEMS	SWIVEL DESK CHAIR	187.74
			TOTAL:	1,051.09
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	529.63
			Medicare	123.86
		ICMA	Retirement 401%	88.27
			Retirement 401	529.65
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	187.50
		ELAN CORPORATE PAYMENT SYSTEMS	2023 TYLER CONNECT UBER	17.32
			TOTAL:	1,513.73
Building Maintenance	General Fund	ALLIED SERVICES LLC	CITY HALL TRASH SERVICE	304.57
		INTERNAL REVENUE SERVICE	FICA	57.81
			Medicare	13.52
		SUMMIT NATURAL GAS OF MISSOURI INC	SERVICE 4/17-5/15/23	30.00
		COCHRAN ENGINEERING	BUILDING IMPROV ENG 05/202	5,497.50
			TOTAL:	5,903.40
Parks	General Fund	ALLIED SERVICES LLC	PARK TRASH SERVICE	311.25
		INTERNAL REVENUE SERVICE	FICA	686.21
			Medicare	160.49
		ICMA	Retirement 401%	40.75
			Retirement 401	461.95
		AT&T MOBILITY-CELLS	PARKS DEPT CELL PHONES	46.23
		CIVIC PLUS	CIVICREC ANN FEE 2/2023-1/	6,300.00
		AMEREN MISSOURI	HATCHERY RD SIGN 4/13-5/14	66.26
			CP MAINT BLDG 4/14-5/12/23	32.58
			CP #2 DISPLAY C 4/13-5/12/	11.51
			CP SOCCER FIELDS 4/14-5/12	67.41
			CP #2 DISPLAY D 4/14-5/12/	11.51
			CP BALL FIELDS 4/14-5/12/2	772.58
			CP #2 DISPLAY B 4/14-5/12/	12.45
			CP #2 DISPLAY A 4/14-5/12/	11.51
			CP #2 IRRIG PUMP 4/16-5/16	15.30
		HSA BANK	HSA Contribution	150.00
		COCHRAN ENGINEERING	IRRIGATION ENG 05/2023	2,112.50
			PARK IMPROV ENG 05/2023	8,497.50
		ELAN CORPORATE PAYMENT SYSTEMS	UMPIRE KIT	14.99
			DOMINOS PIZZA	101.93
			BATTING TEE	34.99
			PARKS STAFF T-SHIRTS	466.00
			TOTAL:	20,385.90
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	193.84
			Medicare	45.33

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ICMA	Retirement 401%	7.90
			Retirement 401	193.13
		HSA BANK	HSA Contribution	18.75
			HSA Family/Dep. Contributi	75.00
			TOTAL:	533.95
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	3,748.06
			Medicare	876.57
		ICMA	Retirement 401%	569.01
			Retirement 401	3,666.37
		HSA BANK	HSA Contribution	225.00
			HSA Family/Dep. Contributi	1,125.00
		ELAN CORPORATE PAYMENT SYSTEMS	IAPE CONF- N. CHAMBERLAIN	395.00
			TRANSUNION PERSON SEARCH	75.00
			TOTAL:	10,680.01
911 Center	General Fund	AT & T/CITY HALL	911 PHONE SVC 5/23/23	1,113.67
		INTERNAL REVENUE SERVICE	FICA	786.78
			Medicare	184.00
		ICMA	Retirement 401%	84.13
			Retirement 401	639.27
		CHARTER COMMUNICATIONS HOLDING CO LLC	MOSWIN INTERNET 5/21-6/20/	119.98
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	75.00
			TOTAL:	3,040.33
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	246.80
			Medicare	57.72
		ICMA	Retirement 401%	41.40
			Retirement 401	248.41
		HSA BANK	HSA Family/Dep. Contributi	112.50
		ELAN CORPORATE PAYMENT SYSTEMS	RECORDING FEES-PBSJ PROPER	35.00
			TOTAL:	741.83
Engineering	General Fund	COCHRAN ENGINEERING	GENERAL ENG 05/2023	23,741.25
			TOTAL:	23,741.25
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	167.68
			Medicare	39.21
		ICMA	Retirement 401%	28.14
			Retirement 401	168.82
		AT&T INTERNET/IP SERVICES	PARK INTERNET 5/11/23	823.72
			GG INTERNET 5/11/23	769.14
			LCF INTERNET 5/11/23	1,243.07
		CIVIC PLUS	YRLY CIVIC FEES 6/2023-5/2	8,704.34
		HSA BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	12,019.12
Economic Development	General Fund	ALLIED SERVICES LLC	SPECIAL EVENT TRASH SERVIC	168.80
			SPECIAL EVENT TRASH SERVIC	232.57
		INTERNAL REVENUE SERVICE	FICA	129.18
			Medicare	30.21
		ICMA	Retirement 401%	20.83
			Retirement 401	125.01
		ELAN CORPORATE PAYMENT SYSTEMS	MML WEBINAR TIF- M. MOON	10.00
			POSTAGE- CID	28.75

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	745.35
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	489.48
		INTERNAL REVENUE SERVICE	Fed WH	1,160.72
			FICA	958.34
			Medicare	224.13
		ICMA	Retirment 457 &	165.15
			Retirement 457	188.00
		HSA BANK	HSA Contribution	100.00
			HSA Family/Dep. Contributi	101.82
			TOTAL:	3,387.64
Transportation	Transportation	ALLIED SERVICES LLC	TRANS TRASH SERVICE	81.40
		INTERNAL REVENUE SERVICE	FICA	958.34
			Medicare	224.13
		ICMA	Retirement 401%	128.83
			Retirement 401	773.00
		AMEREN MISSOURI	5757 CHAPEL SVC 4/16-5/15/	155.31
		AMEREN MISSOURI	792 PASSOVER LTS 4/13-5/14	15.54
			1095 MACE RD LTS 4/13-5/14	28.16
			1095 MACE RD LTS 4/13-5/14	8.16
			1075 NICHOLS LTS 4/16-5/15	27.27
			872 PASSOVER LTS 4/13-5/14	16.54
			MACE RD RNDABT 4/13-5/14/2	14.41
			680 PASSOVER LTS 4/13-5/14	13.43
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	300.00
		COCHRAN ENGINEERING	STREETS MISC ENG 05/2023	2,800.49
			SPECIAL ROAD DISTRICT 05/2	2,347.50
			BUILDING IMPROV ENG 05/202	4,170.00
		HOME DEPOT CREDIT SERVICES	LED SPOTLIGHT	11.65
		DON SCHNIEDER EXCAVATING CO INC	CASE RD DRVWAY IMPROV OB22	44,785.85
			TOTAL:	56,935.01
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	State Withholding	467.45
		INTERNAL REVENUE SERVICE	Fed WH	1,239.47
			FICA	745.93
			Medicare	174.46
		ICMA	Retirment 457 &	330.85
			Retirement 457	101.00
		HSA BANK	HSA Family/Dep. Contributi	122.80
			TOTAL:	3,181.96
Water	Water Fund	ALLIED SERVICES LLC	WATER TRASH SERVICE	81.40
		INTERNAL REVENUE SERVICE	FICA	745.93
			Medicare	174.46
		POSTMASTER	MAY UTILITY BILL POSTAGE	550.00
		ICMA	Retirement 401%	122.73
			Retirement 401	736.30
		CAMDEN COUNTY RECORDER OF DEEDS	LIEN	28.00
		AMEREN MISSOURI	5757 CHAPEL SVC 4/16-5/15/	155.31
		AMEREN MISSOURI	LK RD 54-29 WELL 4/13-5/14	529.72
			BLUFF RD TOWER 4/9-5/8/23	3,368.96
			COLUMBIA CLG WELL 4/13-5/1	1,584.39
			COLUMBIA CLG WELL 4/13-5/1	15.02
		HSA BANK	HSA Contribution	112.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA Family/Dep. Contributi	150.00
		STOUFER, TOMMIE L	MILEAGE REIMB 5/13-5/19/23	33.41
		COCHRAN ENGINEERING	UNSERVED AREAS ENG 05/2023	235.00
			BUILDING IMPROV ENG 05/202	4,170.00
			TOWER & WELL IMPROV 05/202	175.00
		WILBER, ZACHARY	MILEAGE REIMB 5/6-5/12/23	62.88
		HOME DEPOT CREDIT SERVICES	LED SPOTLIGHT	11.65
		LUTTRELL, JOHN	MILEAGE REIMB 5/13-5/19/23	136.24
			TOTAL:	13,178.90
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding	599.07
		INTERNAL REVENUE SERVICE	Fed WH	1,341.70
			FICA	1,067.09
			Medicare	249.55
		ICMA	Retirment 457 &	74.81
			Retirement 457	99.00
		HSA BANK	HSA Family/Dep. Contributi	230.80
			TOTAL:	3,662.02
Sewer	Sewer Fund	ALLIED SERVICES LLC	SEWER TRASH SERVICE	81.40
		INTERNAL REVENUE SERVICE	FICA	1,067.09
			Medicare	249.55
		POSTMASTER	MAY UTILITY BILL POSTAGE	550.00
		ICMA	Retirement 401%	87.08
			Retirement 401	925.48
		CAMDEN COUNTY RECORDER OF DEEDS	LIEN	28.00
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	2,970.12
			1150 HWY KK 4/12-5/11/23	35.00
			1117 OB RD G/P 4/12-5/11/2	13.61
			798 MANOR G/P 4/13-5/14/23	13.04
			4631 WINDSOR G/P 4/13-5/14	14.92
			500 ST MORITZ S/P 4/18-5/1	15.69
			5757 CHAPEL L/S 4/16-5/15/	13.79
			5822 FAWN L/S 1/14/21-1/30	135.08
			5822 FAWN L/S 1/30/22-1/30	139.19
			5822 FAWN L/S 1/30/23-4/27	35.00
			5757 CHAPEL SVC 4/16-5/15/	155.31
			253 W END CIR L/S 4/16-5/1	20.71
			696 PASSOVER G/P 4/13-5/14	11.70
			1089 OB RD L/S 4/13-5/14/2	11.98
			1902 PROCTER G/P 4/12-5/11	31.60
			5707 OB PKWY 4/13-5/14/23	12.84
			GRINDER PUMPS & LIFT STATI	2,949.51
			GRINDER PUMPS & LIFT STATI	5,096.21
		HSA BANK	HSA Family/Dep. Contributi	450.00
		COCHRAN ENGINEERING	LIFT STATION IMPROV 05/202	15,308.75
			UNSERVED AREAS ENG 05/2023	32.50
			BUILDING IMPROV ENG 05/202	4,170.00
		HOME DEPOT CREDIT SERVICES	SUCTION CUP HULL HANDLE	11.97
			PVC PRIMER & ADAPTER	21.00
			LED SPOTLIGHT	11.67
		CAMPBELL, FRANK	MILEAGE REIMB CDL-F. CAMPB	50.00
			REIMB CDL- F. CAMPBELL	103.78
		ELAN CORPORATE PAYMENT SYSTEMS	PLUNGER PUMP- PUMP TRK	455.81
			TIME RELAY- SANDS	1,829.56
			OWPS TRNG- T. GROGAN	250.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	37,358.94
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	495.00
		INTERNAL REVENUE SERVICE	Fed WH	1,135.44
			FICA	1,058.74
			Medicare	247.62
		ICMA	Loan Repayment	156.06
			Loan Repayment	60.66
			Loan Repayment	43.54
			Retirment 457 &	189.96
		HSA BANK	HSA Family/Dep. Contributi	45.00
			TOTAL:	3,432.02
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	1,058.74
			Medicare	247.62
		ICMA	Retirement 401%	114.39
			Retirement 401	813.44
		HSA BANK	HSA Family/Dep. Contributi	300.00
			TOTAL:	2,534.19
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	State Withholding	218.80
		INTERNAL REVENUE SERVICE	Fed WH	394.82
			FICA	368.24
			Medicare	86.11
		ICMA	Retirment 457 &	27.45
			Retirement 457	45.00
			Loan Repayments	30.39
			Loan Repayments	37.15
			TOTAL:	1,207.96
Lee C. Fine Airport	Lee C. Fine Airpor	ALLIED SERVICES LLC	LCF TRASH SERVICE	78.95
		INTERNAL REVENUE SERVICE	FICA	368.24
			Medicare	86.11
		ICMA	Retirement 401%	45.35
			Retirement 401	355.75
		DISH NETWORK	SERV 5/29-6/28/23	91.85
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	195.00
		HOME DEPOT CREDIT SERVICES	ENGINE OIL	23.88
			TOTAL:	1,282.63
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding	76.20
		INTERNAL REVENUE SERVICE	Fed WH	302.92
			FICA	273.64
			Medicare	64.00
		ICMA	Retirment 457 &	13.50
			Retirement 457	30.00
		HSA BANK	HSA Family/Dep. Contributi	25.00
			TOTAL:	785.26
Grand Glaize Airport	Grand Glaize Airpo	ALLIED SERVICES LLC	GG TRASH SERVICE	78.95
		INTERNAL REVENUE SERVICE	FICA	273.64
			Medicare	64.00
		ICMA	Retirement 401%	25.44
			Retirement 401	246.65
		CHARTER COMMUNICATIONS HOLDING CO LLC	GG CABLE SVC 5/16-6/15/23	110.46

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HSA BANK	HSA Family/Dep. Contributi	105.00
		HOME DEPOT CREDIT SERVICES	ENGINE OIL	23.88
			TOTAL:	928.02

========== FUND TOTALS ==========		
10	General Fund	119,679.04
20	Transportation	60,322.65
30	Water Fund	16,360.86
35	Sewer Fund	41,020.96
40	Ambulance Fund	5,966.21
45	Lee C. Fine Airport Fund	2,490.59
47	Grand Glaize Airport Fund	1,713.28
	GRAND TOTAL:	247,553.59

TOTAL PAGES: 7

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Mayor & Board	General Fund	CAMDENTON AREA CHAMBER OF COMMERCE	CHAMBER BREAKFAST- MAROSE	15.00
			TOTAL:	15.00
Municipal Court	General Fund	STAPLES BUSINESS ADVANTAGE	LAPTOP STAND	44.57
			TOTAL:	44.57
Building Inspection	General Fund	CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	4.46
			TOTAL:	4.46
Building Maintenance	General Fund	AMERICAN STAMP & MARKING PRODUCTS INC	NAMEPLATE- T. DAVIS	20.10
			NAMEPLATE- B. BICKLE	29.65
		LAKE RECHARGE & FIRE EQUIPMENT LLC	FIRE EXT INSPCTN & RECHRG-	1,562.75
		SURECUT LAWNCARE LLC	APR GROUNDS MAINTENANCE	2,686.79
			GROUND MAINT & REPAIR	505.00
		CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	1.36
			CH FLOOR MATS	78.88
		STAPLES BUSINESS ADVANTAGE	BATHROOM TOWELS & HAND WAS	88.76
			URINAL PADS	26.71
		AMAZON CAPITAL SERVICES INC	FOAM CUPS	51.45
			FOAM SOAP DISPENSER	25.96
		LINDYSPRING LAKE OF THE OZARKS	5-GAL BOTTLED WATER	7.59
			5-GAL BOTTLED WATER	7.59
			5-GAL BOTTLED WATER	7.59
			MAY WATER COOLER RENTAL	38.00
			5-GAL BOTTLED WATER	7.59
			5-GAL BOTTLED WATER	7.59
			TOTAL:	5,153.36
Parks	General Fund	LAKE SUN LEADER 81525 & 1586450	INV TO BID- PRKS/PW IMPROV	96.95
		LARRY'S LAKESIDE AUTO REPAIR INC	SENSOR REPAIR-PARKS TRK	1,120.85
		CAMDENTON AREA CHAMBER OF COMMERCE	CHAMBER BREAKFAST-GREGORY	15.00
			CHAMBER BREAKFAST-GREGORY	15.00
		CULLIGAN LAKE OF THE OZARKS	WATER SOFTENER 6/1-6/30/23	101.50
		CINTAS CORPORATION	PARKS DEPT UNIFORM RENTAL	3.50
		KWIK KAR WASH DETAIL LUBE	KWIK KAR WASH- PARKS	10.00
		STAPLES BUSINESS ADVANTAGE	TONER	106.02
		PARKWAY PLAZA TIRE	TIRE REPAIR- MOWER	15.00
			FLAT TIRE REPAIR- MOWER	28.99
		AMAZON CAPITAL SERVICES INC	RUBBER BASE PLUGS	303.15
		PALMQUIST DISTRIBUTING LLC	DIPPIN DOTS- PARKS	808.08
			TOTAL:	2,624.04
Human Resources	General Fund	CAMDENTON AREA CHAMBER OF COMMERCE	CHAMBER BREAKFAST-RAYE	15.00
		VALIDITY SCREENING SOLUTIONS	PRE EMPLOYMENT TESTING	35.00
		SPORTSENGINE INC	LEAGUE BACKGROUNDS	92.00
			LEAGUE BACKGROUNDS	299.00
			LEAGUE BACKGROUNDS	184.00
		THE BUILDERS' ASSOCIATION	RIGGING TRAINING- PW	1,700.00
			TOTAL:	2,325.00
Overhead	General Fund	PITNEY BOWES GLOBAL	LEASE PAYMENT 3/2023-6/202	417.66
		PITNEY BOWES INC	TAPE STRIPS & INK PAD- POS	85.47
		FORWARD SLASH TECHNOLOGY LLC	VOICE OVER IP PHONE SYSTM	38,271.35
			IP PHONES	21,939.00
		HOOD & ASSOCIATES CPAS PC	2022 AUDIT BILLING	9,000.00
			TOTAL:	69,713.48

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Police	General Fund	LEON UNIFORM CO INC	UNIFORM PANTS- M. O'DAY	87.02
			UNIFORM/ASSECORRIES-ROSENB	720.96
		TURN KEY MOBILE INC	EQUIPMENT- 2 NEW PD VEHICL	1,940.00
		HEDRICK MOTIV WERKS LLC	BATTERY REPLACEMENT-PD 18	208.80
			ALTERNATOR REPAIR- PD 19	581.75
			OIL CHANGE- PD 26	90.00
		PARKWAY PLAZA TIRE	TIRE REPAIR- PD 18	25.00
			TOTAL:	3,653.53
911 Center	General Fund	MOTOROLA SOLUTIONS INC	SSP MAINTENANCE 5/2023-4/2	34,823.00
		INTRADO LIFE & SAFETY SOLUTIONS CORPOR	V-VAAS MTHLY FEE 6/1-6/30/	4,065.00
			TOTAL:	38,888.00
Planning	General Fund	LAKE SUN LEADER 81525 & 1586450	NPH- REZONE CASE #422	58.45
			TOTAL:	58.45
Information Technology	General Fund	FORWARD SLASH TECHNOLOGY LLC	JUNE MANAGED SERVICES	5,806.20
			JUNE EMAIL PHISHING SEC TR	375.00
			JUNE VULNERABILITY SCAN	499.00
			JUNE BARRACUDA EMAIL SEC	1,476.00
			TOTAL:	8,156.20
Economic Development	General Fund	CAMDENTON AREA CHAMBER OF COMMERCE	CHAMBER BREAKFAST-MOON	15.00
			CHAMBER BREAKFAST-MOON	15.00
		ALPHAGRAPHICS OF OSAGE BEACH	BANNER REPLACEMENTS	1,120.75
			TOTAL:	1,150.75
Transportation	Transportation	CAPITAL MATERIALS LLC	ASHPHALT MIX	1,369.35
			MATERIALS- SHOP	627.19
			MATERIALS- PALISADES RD	102.79
		FASTENCO INC	PARTS- JOHN DEERE TRACTOR	27.30
		MO ONE CALL SYSTEM INC	LOCATES	83.70
		MOTOR HUT INC	DAMPER- ZERO TURN MOWER	34.95
		LAKE SUN LEADER 81525 & 1586450	INV TO BID- DE-ICING SALT	78.40
		CINTAS CORPORATION	TRANSPO DEPT UNIFORM RENTA	1.10
			TRANS DEPT UNIFORMS	199.14
			TRANS DEPT FLOOR MATS	11.45
			TRANS DEPT UNIFORMS	215.49
			TRANS DEPT FLOOR MATS	12.25
		SYDENSTRICKER NOBBE PARTNERS	PIN RETAINER- JOHN DEERE T	37.13
		SCOTTS CONCRETE	CONCRETE- KK TO OLD MCDONA	1,141.25
		AMAZON CAPITAL SERVICES INC	TONER	79.16
			FOAM OIL CLEANER	63.70
			WD-40 SPRAY	23.28
		NICK'S TRUE VALUE HARDWARE	PART- JOHN DEERE TRACTOR	0.59
			TOTAL:	4,108.22
Water	Water Fund	HACH CO	DR900 COLORIMTR-FLUORIDE G	2,203.04
			DR900 CASE- FLUORIDE GRANT	177.00
			SPADNS- FLUORIDE GRANT	699.00
		MO ONE CALL SYSTEM INC	LOCATES	83.70
		SCHULTE SUPPLY INC	60 5/8 METERS	18,278.40
			BLUFF SOURCE METER	5,085.00
			NON STICK SHOVELS	163.38
		POSTMASTER	JUNE UTILITY BILL POSTAGE	550.00
		MAGRUDER LIMESTONE CO INC	GRAVEL- WATER	44.14

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CINTAS CORPORATION	WATER DEPT UNIFORM RENTAL	1.25
			WATER DEPT UNIFORMS	102.39
			WATER DEPT FLOOR MATS	11.45
			WATER DEPT UNIFORMS	123.42
			WATER DEPT FLOOR MATS	12.24
		AMAZON CAPITAL SERVICES INC	TONER	79.16
			WD-40 SPRAY	23.28
			TOTAL:	27,636.85
Sewer	Sewer Fund	USABLUEBOOK	HI HEAT DRAIN OPENER	1,227.39
		GRAINGER INC	MINIATURE LIGHT BULBS	35.70
			FILTER ELEMENT PAPER	98.58
		AMOS SEPTIC SERVICE INC	PUMPOUT @ DOMENICO'S	250.00
			PUMPOUT @ 794 MALIBU	175.00
			PUMPOUT @ 1107 JEFFERIES	225.00
			PUMPOUT @ 1347 PORT LN	225.00
		MO ONE CALL SYSTEM INC	LOCATES	83.70
		MUNICIPAL EQUIPMENT CO	NEW 84HP PUMP	50,543.03
			GASKET,SCREWS,WASHERS,BRCK	1,661.76
			PUMP PROFILE GASKETS	3,106.11
		O'REILLY AUTOMOTIVE STORES INC	BRAKE CLEANER	41.88
			MOTOR OIL- PUMP TRUCK	69.48
			MOTOR OIL- TRK 75	14.58
		LAKE SUN LEADER 81525 & 1586450	RFP- PW ASSESSMENT	222.95
		CONSOLIDATED ELECTRICAL DISTR, INC	PVC & CONDUIT- GARAGE PANE	40.41
			ELECTRICAL PARTS- KWIK KAR	63.98
		POSTMASTER	JUNE UTILITY BILL POSTAGE	550.00
		BUTLER SUPPLY CO	WIRE,NUTS,METAL & ZINC PRD	914.36
			NUTS & WASHERS- STOCK	112.58
			CORNER & FLAT PLATES- STOC	507.39
		CORE & MAIN LP	SEWER PARTS- SEASCAPE	342.96
		CINTAS CORPORATION	SEWER DEPT UNIFORM RENTAL	1.10
			SEWER DEPT UNIFORMS	134.69
			SEWER DEPT FLOOR MATS	11.46
			SEWER DEPT UNIFORMS	133.58
			SEWER DEPT FLOOR MATS	12.25
		AMAZON CAPITAL SERVICES INC	LADDER RACK- TRK 58	159.99
			TONER	79.17
			SEPTIC LINEAR AIR PUMP	1,295.94
			WD-40 SPRAY	23.30
			HEAVY DUTY CARIBEENER CLIP	142.35
		1ST CHOICE SEPTIC PUMPING LLC	PUMPOUT	206.00
			PUMPOUT	199.00
			PUMPOUT @ VARIOUS LOCATION	210.00
			JETTING	200.00
			PUMPOUT	192.00
		NICK'S TRUE VALUE HARDWARE	RED BULB- BL53	7.49
			KEYHOLE SAW	9.99
			COUPLINGS & ELBOWS	21.64
			TIE DOWN STRAPS- TRK 58	23.99
			FUSES- CL09	35.98
			HI-VIS PLUG	6.49
			MOSQUITO SPRAY	14.98
		MCMASTER-CARR	PVC PIPE FITTINGS- STOCK	1,182.00
			TOTAL:	64,815.23

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Ambulance	Ambulance Fund	O'REILLY AUTOMOTIVE STORES INC	FUSE- M10	6.29
		PRECISION AUTO & TIRE SERVICE LLC	ROTATE TIRES- M8	57.50
		HEDRICK MOTIV WERKS LLC	BRAKE REP & WHEEL BEARING-	440.01
		DOUGLAS G WILSON DO PC	MAY MEDICAL DIRECTOR SVC	1,000.00
		MCKESSON MEDICAL SURGICAL MN SUPPLY IN	MEDICAL SUPPLIES	16.98
			MEDICAL SUPPLIES	2.93
			MEDICAL SUPPLIES	9.94
		QUADMED INC	MEDICAL SUPPLIES	243.75
		WRIGHT PRINTING & PROMOTIONAL ADVERTIS	T-SHIRTS	346.63
			TOTAL:	2,124.03
Lee C. Fine Airport	Lee C. Fine Airpor	NAEGLER OIL CO	7,471 GAL LCF JET FUEL	22,114.16
			4,963 GAL LCF AV GAS	21,128.19
			7,473 GAL LCF JET FUEL	22,031.44
		O'REILLY AUTOMOTIVE STORES INC	SEALANT FOR SPRAYER	27.89
		ALPHAGRAPHICS OF OSAGE BEACH	AIRPORT DECALS- JET TRUCK	67.01
		CINTAS CORPORATION	LCF UNIFORM RENTAL	7.69
		SMITH PAPER & JANITOR SUPPLY CO INC	TOILET PPR,TRSH BAGS,PPR T	254.04
			TOTAL:	65,630.42
Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	2,963 GAL GG AV GAS	12,613.91
		O'REILLY AUTOMOTIVE STORES INC	PARTS CLEANER	16.98
		CINTAS CORPORATION	GG UNIFORM RENTAL	3.97
			TOTAL:	12,634.86

========== FUND TOTALS ==========		
10	General Fund	131,786.84
20	Transportation	4,108.22
30	Water Fund	27,636.85
35	Sewer Fund	64,815.23
40	Ambulance Fund	2,124.03
45	Lee C. Fine Airport Fund	65,630.42
47	Grand Glaize Airport Fund	12,634.86
	GRAND TOTAL:	308,736.45

TOTAL PAGES: 4

City of Osage Beach
Agenda Item Summary

Date of Meeting:	June 15, 2023
Originator:	Mike Welty, Assistant City Administrator
Presenter:	Mike Welty, Assistant City Administrator

Agenda Item:
Bill 23-27 - An ordinance of the City of Osage Beach, Missouri,authoring the Mayor to sign a 3 year Janitorial Services contract with Lake Clean Queens LLC for an amount not to exceed $68,000. *Second Reading*

Requested Action:
Second Reading of Bill #23-27

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 - The new company will start on June 1st.

Budgeted Item:
Yes

Budget Line Information (if applicable):
See attached spreadsheet for breakdown of costs

Department Comments and Recommendation:
Update: This vendor has contacted the City and declined to move forward with providing these services.

Over the past 6 to 8 months, we had multiple problems with the cleaning crew that was under contract to clean various city buildings. They provided notice that their last day would be 03/31/2023, but unfortunately, I was unable to secure the services of a new company until 06/01/2023. In the absence of a cleaning crew, the Building Department, Public Works, and Airport Staff are doing the best we can to keep our buildings and bathroom facilities clean.

We bid these services out in January knowing that a change was likely coming. The bids were opened in February. The City only received one bid. Lake Clean Queens bid was for $68,000 per year to clean everything listed in the attached Exhibit A. Our

previous vendor had a contract that paid them $47,000 yearly. This price is significantly higher than what was budgeted. That said, I have checked all of their references and this company comes very highly recommended.

This service affects so many departments, I thought it would be easier to provide you with a spreadsheet that breaks out the costs and budget rather than listing it above. Because the cost for these services is so much higher than what was paid to our previous vender, there are several budget amendments that will be necessary sometime later in the year.Jeana will bring you these amendments for approval later in the year prior to us going over budget in any of the accounts listed on my spreadsheet. I recommend approval.

City Attorney Comments:
Per City Code 110.230, Bill 23-27 is in correct form.

City Administrator Comments:
The first reading was read and approved on April 20, 2023; however, since that time the vendor has withdrawn and not available to contract with the City. Due to this development, it is recommended the Board of Aldermen DO NOT approve the second reading. Re-bid of the service immediately followed this development in order to select and award services to another vendor appropriately.

BILL NO. 23.27 ORDINANCE NO. 23.27

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH LAKE CLEAN QUEENS, LLC FOR CLEANING SERVICES, FOR A YEARLY NOT TO EXCEED AN AMOUNT OF $68,000.

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

Section 1. That the Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with Lake Clean Queens, LLC substantially under the terms set forth in the attached contract identified as Exhibit A

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Sixty-Eight Thousand dollars ($68,000.00)

Section 3. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Contract.

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

READ FIRST TIME: April 20, 2023 READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.27 was duly passed on by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays: Abstain: Absent:

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

_____
Date Tara Berreth, City Clerk

Approved as to form:

_____
Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.27.

_____
Michael Harmison, Mayor

Date

ATTEST:

_____
Tara Berreth, City Clerk

March-23

City Of Osage Beach Janitorial Service Breakdown
New Janitorial Contract Impact on 2023 Budget

Department	General Ledger Account #	New Monthly Cost	2023 Estimated	2023 Budget	Variance
City Hall	10-09-742000	$2,989.17	$ 27,334.19	$ 25,664.00	$ 1,670.19
Trans	20-00-742000	$519.16	$ 4,747.11	$ 4,200.00	$ 547.11
Water	30-00-742000	$519.16	$ 4,747.11	$ 4,200.00	$ 547.11
Sewer	35-00-742000	$519.17	$ 4,747.18	$ 4,200.00	$ 547.18
LCF	45-00-742000	$742.00	$ 6,485.93	$ 6,500.00	$ (14.07)
GG	47-00-742000	$378.00	$ 3,304.17	$ 3,500.00	$ (195.83)

$5,666.66

City of Osage Beach
RFP FORM

Proposal for **Osage Beach Janitorial Services**

Tara Berreth
City Clerk
City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065

SUBMITTED BY: Lake Clean Queens LLC
Company Name

DATE SUBMITTED: 2/16/23

Your Bid

$ 78,000 price for all Services listed in Exhibit A. inaddition to Expanded

$ 108,000 price for Expanded Services.

$ 25 per hour cleaning for any additional services not listed. (Used for emergency service requests and special projects) per MAN hour

Response time is very important to the city; please provide us with the address from which your personnel will be responding to emergency service requests.

N/A

LICENSE or CERTIFICATE NUMBER, if applicable _____

Description of proposer's recent experience/references – attach additional sheet(s) if necessary:

Jason Boschert - 636-474-9878
Dave Leathers - (Showcase) 573-365-2323
Ryan Gattermier - (Exp) 573-746-0133
Nicole Ferris - 636-751-8318

Pursuant to and in accordance with the above stated RFP, the undersigned hereby declares that they have examined the **Osage Beach Janitorial Service** RFP documents and Exhibit A- specifications for the Janitorial Service. The undersigned proposes and agrees, if their proposal is accepted, to furnish the materials and services described in the RFP documents.

Company Lake Clean Queens LLC By Chara L Lisenbee
(Authorized Representative)

Address PO Box 6446 Chara L Lisenbee
(Print or type name and title)
Camdenton MO 65020

Phone 573-280-9983 (office) Email lakecleanqueens@gmail.com

FAX _____ Date 2/15/23

INVIATION TO BID
FOR JANITORIAL SERVICE
CITY OF OSAGE BEACH, MISSOURI

General Requirements

The Janitorial Services Company (hereafter referred to as Company) desired is one which is highly professional, has broad experience with servicing commercial property and expertise with commercial grade cleaning agents, chemicals, and related equipment.

Company must have a formal training plan in place for employee safety relative to proper handling, labeling and use of janitorial supplies, chemicals and MSDS requirements.

Company must have a formal safety-training program in place, which addresses issues associated with hazardous situations, proper lifting, operation of equipment, and use of personal protection equipment, and all OSHA Safety Requirements.

Company must provide a list of three references with facilities and work tasks similar to that addressed herein. Company must provide proper identification and a background check for any person who enters City Hall under the authority granted to the selected bidder. The contract may be immediately terminated by the City for failure to pass a background check.

Successful bidder must obtain a merchant license and be bonded. Company must provide a certificate of liability insurance and certificate of insurance for workers compensation. Company shall protect, indemnify and hold harmless the City of Osage Beach from any and all claims, for any loss, damage or injuries sustained by any person who may arise out of any work performed or actions taken pursuant to this contract. Services must be provided after 5:00 p.m. on the days specified.

Authorized employees

Contractor acknowledges that Section 285.530 RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. Contractor therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530 RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

Pursuant to Missouri Statute RSMo. 285.530(1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five-thousand dollars ($5,000.00) by the City of Osage Beach, Missouri to a business entity, the business entity shall by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to employees working in connection with the contracted services; and sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The City reserves the right to reject any and all bids, to waive informalities or irregularities, and to determine the lowest responsive and responsible bidder, and to award the contract on that basis. All Bidders must agree that such rejection shall be without liability on the part of the OWNER for any damage or claim brought by any Bidder because of such rejections, nor shall the Bidder seek any recourse of any kind against OWNER because of such rejections. The filing of any Bid in response to this invitation shall constitute an agreement of the Bidder to these conditions.

Terms for Successful Bidder

A single Company will be selected to service City Hall, Police Department, Public Works and Airports (2). The following locations:

City Hall and Police Department - 1000 City Parkway, Osage Beach MO 65065
Public Works - 5757 Chapel Dr., Osage Beach MO 65065
Lee C. Fine Airport – 1111 Lee C Fine, Brumley MO 65020
Grand Glaze Airport - 957 Airport Rd, Osage Beach MO 65065

The company will be required to invoice monthly. All invoices shall be mailed to City Hall 1000 City Parkway, Osage Beach, MO 65065. Additional areas may be requested for services based on a per square foot or per hour basis, as agreed upon by both parties prior to additional service performed. Separate monthly invoicing will be required for such additional services.

Company shall have access to janitorial closet at each location indicated above. Company shall keep all labeled cleaning agents, chemicals, supplies and equipment in good order in such closet.

The City will furnish all paper products, disposable items and trash can liners. The Company will notify the City when the supply stock is nearing completion.

➢ City Hall Building

The following services are to be provided on Monday, Wednesday, and Friday. Services are to be provided after 5:00 p.m. on the days specified, unless other arrangements are made with the Assistant City Administrator and/or the Building Official.

Break Rooms

Kitchens, Kitchenettes

a. Clean and disinfect sinks, counters, and tables.
b. Wipe all vending machines. Clean outside of refrigerators and the inside and outside of microwaves and stoves. Notify City of excessive abuse.
c. Clean and align chairs in applicable rooms.
d. Clean and dust horizontal and vertical surfaces including baseboards and blinds, as necessary.
e. Empty trash receptacles and replace with new trash liners.

Jail Cells

a. Clean toilets and sinks in jail cells. Notify City of any excessive abuse.
b. Sweep and mop all tile floors using disinfectant on floors.

Elevators, Courtroom, Conference Rooms, Fitness Rooms, Hallways and Patrol Officers Area Room 209, Police Records/Front Desk area

a. Vacuum all carpeted areas, including area rugs. (Including Veteran Office)
b. Turn off any lights that you turned on. Lock any doors that you unlocked.
c. Disinfect all door handles, knobs and push bars.
d. Empty trash receptacles including all individual work areas with new trash liners.

Stairwells/Vestibules

a. Empty all trash receptacles inside and outside, including ashtrays and replace with new trash liners.
b. Clean doors and door glass inside and outside
c. Clean windows inside and outside (grade level only).
d. Clean and shine drinking fountains.

e. Sweep and mop all tile floors, including stairwells.
f. Vacuum all carpeted areas, including area rugs.
g. Turn off any lights that you turned on. Lock any doors that you unlocked.
h. Disinfect all door handles, knobs, and push bars.
i. Dust and disinfect all handrails and guardrails.
j. Clean and dust horizontal and vertical surfaces including baseboards and blinds as necessary.

The following services are to be provided daily. Services are to be provided after 5:00 p.m. on Monday thru Friday, unless other arrangements are made with, the Assistant City Administrator and/or the Building Official.

Front Lobby Area and All Restrooms, Men's and Women's, Located at City Hall

Lobby Areas

a. Clean as described in stairwells/vestibules.
b. Empty trash receptacles, inside and out and replace with new trash liners.

Floors

a. Tile floors will be maintained by sweeping and mopping using disinfectant and buffing twice a month. (New flooring on Police side do not require buffing)
b. Ceramic tile will be maintained by sweeping and mopping using disinfectant.

Restrooms

a. Clean and disinfect toilets, urinals, sinks, stalls, partitions, towel dispensers, grab bars and door handles.
b. Replenish all soap, paper and disposable products.
c. Clean and shine mirrors, towel dispensers, grab bars and door handles.
d. Wash or dust all stalls, walls, baseboards, vents and lockers as necessary.
e. Sweep and mop all tile floors using disinfectant on floors.
f. Turn off any lights that you turned on.
e. Empty trash receptacles and replace with new trash liners.

The following services are to be provided on a monthly basis. Services are to be provided after 5:00 p.m. on the days specified, unless other arrangements are made with, the Assistant City Administrator and/or the Building Official.

- **Unfinished area on the lower level shall be swept once per month.**

➢ Public Works

The following services are to be provided on Tuesdays and Thursdays. Services are to be provided after 4:00 p.m. on the days specified, unless other arrangements are made with the Public Works Operations Manager and/or the Assistant City Administrator.

Main office area downstairs, Forman's office, map room, hallways, and stairs

a. Clean and disinfect counters and tables.
b. Clean interior glass surfaces not including outside windows.
c. Sweep and mop all tile and vinyl floors.
d. Vacuum, sweep, or shake rugs (vacuum provided by Public Works)

Breakroom

a. Clean and disinfect sinks, counters, and tables.
b. Wipe down vending machines.
c. Sweep and mop all tile floors using disinfectant.
d. Vacuum, sweep, or shake rugs (vacuum provided by Public Works)

Lobby areas

a. Empty and replace with new trash liners inside and outside, including ashtrays.
b. Clean doors and door glass
c. Sweep and mop vinyl floors using disinfectant.
d. Vacuum, sweep, or shake rugs (vacuum provided by Public Works)

Outside trash can

a. Empty and replace with new trash liners.

Bay area

a. Empty and replace with new trash liners.

The following services are to be provided daily. Services are to be provided after 5:00 p.m. on weekdays, unless other arrangements are made with, the Assistant City Administrator and/or the Building Official.

All Restrooms, Men's and Women's, Located at Public Works

Restrooms

a. Clean and disinfect toilets, urinals, sinks, stalls, partitions, towel dispensers, grab bars and door handles.
b. Replenish all soap, paper, and disposable products.
c. Clean and shine mirrors, towel dispensers, grab bars and door handles.
d. Wash or dust all stalls, walls, baseboards, vents, and lockers as necessary.
e. Sweep and mop all tile floors using disinfectant on floors.
f. Turn off any lights that you turned on.
g. Empty trash receptacles and replace with new trash liners.

➢ Lee C. Fine and Grand Glaize Airport

The following services are to be provided on Tuesday and Thursday at Lee C. Fine Airport and on Thursday at Grand Glaize Airport. Services are to be provided after 5:00 p.m. on the days specified, unless other arrangements are made with the Assistant City Administrator and/or the Building Official.

Restrooms

a. Clean and disinfect toilets, urinals, sinks, stalls, partitions, towel dispensers, grab bars and door handles.
b. Replenish all soap, paper, and disposable products.
c. Clean and shine mirrors, towel dispensers, grab bars and door handles.
d. Wash or dust all stalls, walls, baseboards, vents, and lockers as necessary.
e. Sweep and mop all tile floors using disinfectant on floors.
f. Turn off any lights that you turned on.
g. Empty trash receptacles and replace with new trash liners.

Kitchens, Kitchenettes, Breakrooms, and Front Desk area

a. Clean and disinfect sinks, counters, and tables.
b. Wipe all vending machines. Wipe inside and outside of refrigerators, microwaves, and stoves. Notify City of excessive abuse.
c. Clean and align chairs in applicable rooms.
d. Clean and dust horizontal and vertical surfaces including baseboards and blinds as necessary.
e. Sweep and mop all tile floors using disinfectant on floors.
f. Vacuum all carpeted areas, including area rugs.
g. Turn off any lights that you turned on. Lock any doors that you unlocked.
h. Disinfect all door handles, knobs, and push bars.
i. Empty trash receptacles and replace with new trash liners, including all individual work areas.

Lobby Areas

a. Empty all trash receptacles inside and outside and replace with new trash liners, including ashtrays.
b. Clean doors and door glass inside and outside
c. Clean and shine drinking fountains.
d. Sweep and mop all tile floors using disinfectant on floors.
e. Vacuum all carpeted areas, including area rugs.
f. Turn off any lights that you turned on. Lock any doors that you unlocked.
g. Disinfect all door handles, knobs, and push bars.
h. Dust and disinfect all handrails and guardrails.
i. Clean and dust horizontal and vertical surfaces including baseboards and blinds as necessary.

CITY OF OSAGE BEACH
JANITORIAL SERVICES AGREEMENT

THIS JANITORIAL SERVICES AGREEMENT (the "Agreement") states the terms and conditions that govern the contractual relationship between the City of Osage Beach, Missouri ("**City**") and Lake Clean Queens LLC ("Contractor"), on the following terms.

I. TERMS

1. **Definitions.** The following terms shall have these defined meanings:

    a. "**Work**" shall mean all of the work described in the attached Exhibit A.

    b. "**Term**" shall mean both the "**Initial Term**" of June 1, 2023 through May 31, 2024, the "**First Renewal Term**" of June 1, 2024 through May 31, 2025, and the "**Second Renewal Term**" of June 1, 2025 through May 31, 2026.

2. **Contractor's Obligations.**

    a. *Term.* Contractor hereby agrees to perform the Work during the Initial Term. The City may extend this Agreement for the Renewal Terms on the terms herein by giving written notice to Contractor no later than April 1 prior to the commencement of each Renewal Term.

    b. *Professionalism.* Contractor will exercise the care and skill ordinarily used by members of the subject profession practicing under similar circumstances (as defined by the appropriate licensing authority, professional standards, and/or relevant industry practices). Contractor understands that it will be perceived as a representative of the City and will ensure its personnel and any subcontractors will conduct themselves in a thoroughly professional and respectable manner while performing all Work for the City and while on-site. Contractor shall ensure its personnel and any subcontractors comply with all City policies while on-site. Contractor and its personnel and any subcontractors will comply with all reasonable instructions and requests by the City. City property and resources are to be used only in ways that are consistent with their lawful intended purpose.

c. *Time.* If a specific time of performance of the Work is provided, that time shall control. If a specific time of performance is not provided, Contractor's obligation to perform the Work will be for a period which may reasonably be required for the completion thereof. If City has requested changes in the scope or character of the Work and a specific time was not included in such changes, the time for performance shall be adjusted equitably.

d. *Insurance.* Contractor shall purchase and maintain insurance as set forth below:

i. Commercial General Liability insurance with a limit of $1,000,000 for each occurrence and $2,000,000 general aggregate;

ii. Workers Compensation and Employer's Liability insurance in accordance with statutory requirements, with a limit of $1,000,000 for each accident;

iii. If Contractor is using a company-owned vehicle to perform the Work, Automobile Liability insurance with a limit of $1,000,000 for each accident, combined single limit for bodily injury and property damage.

Upon request, Contractor shall cause City to be named as additional insured for any or all of such policies.

e. *Licenses, Permits, Taxes.* Contractor must have or obtain a City merchant's license. Contractor shall be responsible for applying for, obtaining, and maintaining all licenses, permits, and other approvals required for itself, including but not limited to the Work. Contractor shall be responsible for paying all sales, income, property, and other taxes required to carry on its business.

f. *Safety.* Contractor must have a formal safety-training program in place, which addresses issues associated with hazardous situations, proper lifting, operation of equipment, and use of personal protection equipment, and all OSHA Safety Requirements.

g. *Communication.* Contractor will provide timely replies to City's inquiries and requests for information. Contractor's point of contact for this Agreement is: Chara Lisenbee.

3. **City's Obligations.**

a. *Payment.* City hereby agrees to pay Contractor for the Work as follows:

i. $68,000.00 per year, payable in twelve equal monthly installments;

ii. $25.00 per hour for additional services requested by the City.

City will pay Contractor on the first Friday of the month following the month in which services were rendered.

b. *Criteria and Direction.* City will provide Contractor with all criteria and full information as to City's requirements for the Work, including objectives, design, capacity, performance, and budgetary requirements and limitations.

c. *Access.* Unless otherwise specified in the RFP, City will arrange for access to and make all provisions for Contractor to enter upon public and private property as required to perform the Work.

d. *Cooperation.* City will examine alternative solutions, reports, drawings, specifications, and other documents presented by Contractor and render timely decisions pertaining to the documents. City will participate in conferences, meetings, bid openings, and other similar aspects of the Project as requested by Contractor.

e. *Permitting and Approvals.* City will provide timely reviews, approvals, licenses, and permits from where it has jurisdiction over components or phases of the Work. Such approvals are contingent upon Contractor meeting the requirements therefor.

f. City will provide timely replies to Contractor's inquiries and requests for information. City's point of contact for this Agreement is: Mike Welty, Assistant City Administrator.

II. STANDARD CONDITIONS

The following conditions are standard in all City of Osage Beach contracts and are only to be modified with substantial justification, and then only as much as necessary to accommodate such justification.

4. **Appropriations.** The continuation of this Agreement is contingent upon annual appropriation of funds by the Osage Beach Board of Aldermen. In the event the Board of Aldermen shall not budget and appropriate, specifically with respect to this Agreement, on or before January 1, subsequent years of the contract moneys sufficient to make all payments under this Agreement, the City shall not be obligated to make those payments.

5. **Pre-Contract Expense.** The City shall not be obligated to pay or liable for any cost incurred by Contractor prior to execution of this Agreement. All costs to prepare and submit a response to this and any other RFQ, RFP, or IFB shall be borne by the proposer.

6. **Assignment or Transfer.** Neither this Agreement, nor any portion thereof, shall be transferred or assigned without formal written approval by the City.

7. **Discrimination Policy.** The City of Osage Beach advises the public that it does not discriminate on the basis of disability, race or color, national origin, religion, age, or sex in employment or the provision of municipal services. Contractor shall not discriminate on any prohibited basis and shall comply with all applicable employment laws.

8. **Laws, Ordinances, and Regulations.** Contractor shall conform to all Federal, State, and local regulations, ordinances, and laws applicable to Contractor, the City, or the subject matter of this Agreement. The City shall not be responsible for any fees, charges, money, or other obligations due as result of from any service provided under this Agreement. Contractor shall conform to all changes made to this Agreement as a result of any ordinance, law and/or directive issued by the Federal, State, or local authority having jurisdiction over this Agreement, Contractor, or the City.

9. **E-Verify.** If this Agreement is for an aggregate value in excess of $5,000.00, Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the Work. *See* R.S.Mo. § 285.530.

10. **Indemnification by Contractor.** Contractor shall indemnify, save, and hold harmless the City, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Contractor or its employees, agents, subcontractors, or assignees arising out of this Agreement.

11. **No Indemnification by City.** Nothing in this Agreement shall be construed to require the City to indemnify Contractor. Such indemnification is illegal under Missouri law. *See* Mo. A.G. Opinion 138-87 (1987).

12. **Sunshine Law.** All material submitted to the City will become public record and will be subject to the Missouri Sunshine Act, R.S.Mo. Chapter 610. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from other materials. Contractor must include justification for the request. The City's obligation to comply with the Sunshine Act supersede any request by Contractor that material be treated as proprietary or confidential.

13. **Ownership of Work Product.** All documents and other work product created by Contractor under this Agreement shall become the property of City once the invoice for the preparation of such document or work product has been paid.

14. **Termination.** The City reserves the right to terminate this Agreement without cause by giving 30 days' written notice to Contractor. City may terminate this Agreement upon written notice of any violation of this Agreement if such violation is not cured within 7 calendar days of such notice. City may immediately terminate this Agreement for any material violation or any violation which creates a risk to the health, safety, or welfare of any person or property.

15. **Notices.** All formal notices or other documents required by this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at:

For City:	For Contractor:
City Clerk	Chara Lisenbee
1000 City Parkway	PO Box 646
Osage Beach, MO 65065	Camdenton, MO 65065

City may also serve written notice to Contractor by personal delivery to any of its owners, officers, or employees.

16. **Necessary Documents.** The parties agree to execute and deliver without additional consideration such instruments and documents and to take such further actions as they may reasonably request in order to fulfill the intent of and give effect to this Agreement and the transactions contemplated thereby.

17. **Entire Agreement.** This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

18. **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein.

19. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

20. **Governing Law; Venue for Disputes.** This Agreement was made in the State of Missouri and shall be interpreted under and governed by the laws of the State of Missouri. Any action arising out of this Agreement or its subject matter shall be filed in the Circuit Court for Camden County, Missouri or the Associate Division thereof and the parties hereby consent and agree to the exclusive personal and subject-matter jurisdiction of that Court.

21. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement.

22. **Severability.** If any provision in this Agreement shall be found to be void, the other provisions of this Agreement shall survive and remain enforceable.

23. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile or electronic (such as .PDF) copy of this Agreement or a signature thereto shall have the same force and effect as an original.

24. **Binding Effect.** This Agreement, subject to the above conditions of assignment, shall be binding upon and inure to the benefit of all parties and their respective legal representatives, successors, heirs, and assigns.

III. SPECIAL CONDITIONS

The following conditions are special to this Agreement. Any Special Condition which conflicts with or varies a Standard Condition shall be strictly construed in favor of the City.

25. **Additional Safety Requirements.** Contractor must have a formal training plan in place for employee safety relative to proper handling, labeling and use of janitorial supplies, chemicals and MSDS requirements.

IV. ACCEPTANCE

CITY:	**CONTRACTOR:**
CITY OF OSAGE BEACH, MISSOURI	**LAKE CLEAN QUEENS LLC**
_____ _____	_____ _____
BY: Michael Harmison **Date**	**BY:** **Date**
ITS: Mayor	**ITS:**

Attest:

_____ _____

BY: Tara Berreth **Date**

ITS: City Clerk

EXHIBIT A
SCOPE OF SERVICES

GENERAL REQUIREMENTS

Contractor shall service the following locations:

City Hall and Police Department - 1000 City Parkway, Osage Beach MO 65065
Public Works - 5757 Chapel Dr., Osage Beach MO 65065
Lee C. Fine Airport – 1111 Lee C Fine, Brumley MO 65020
Grand Glaze Airport – 957 Airport Rd, Osage Beach MO 65065

The Contractor will be required to invoice monthly. All invoices shall be mailed to City Hall 1000 City Parkway, Osage Beach, MO 65065. Additional areas may be requested for services based on a per square foot or per hour basis, as agreed upon by both parties prior to additional service performed.

Contractor shall have access to janitorial closet at each location indicated above. Contractor shall keep all labeled cleaning agents, chemicals, supplies and equipment in good order in such closet.

The City will furnish all paper products, disposable items and trash can liners. The Contractor will notify the City when the supply stock is nearing completion.

CITY HALL BUILDING

The following services are to be provided on Monday, Wednesday, and Friday. Services are to be provided after 5:00 p.m. on the days specified, unless other arrangements are made with the Assistant City Administrator and/or the Building Official.

Break Rooms

Kitchens, Kitchenettes

a. Clean and disinfect sinks, counters, and tables.
b. Wipe all vending machines. Clean outside of refrigerators and the inside and outside of microwaves and stoves. Notify City of excessive abuse.
c. Clean and align chairs in applicable rooms.
d. Clean and dust horizontal and vertical surfaces including baseboards and blinds, as necessary.
e. Empty trash receptacles and replace with new trash liners.

Jail Cells

a. Clean toilets and sinks in jail cells. Notify City of any excessive abuse.
b. Sweep and mop all tile floors using disinfectant on floors.

Elevators, Courtroom, Conference Rooms, Fitness Rooms, Hallways and Patrol Officers Area Room 209, Police Records/Front Desk area

a. Vacuum all carpeted areas, including area rugs. (Including Veteran Office)
b. Turn off any lights that you turned on. Lock any doors that you unlocked.
c. Disinfect all door handles, knobs and push bars.
d. Empty trash receptacles including all individual work areas with new trash liners.

Stairwells/Vestibules

a. Empty all trash receptacles inside and outside, including ashtrays and replace with new trash liners.
b. Clean doors and door glass inside and outside
c. Clean windows inside and outside (grade level only).
d. Clean and shine drinking fountains.
e. Sweep and mop all tile floors, including stairwells.
f. Vacuum all carpeted areas, including area rugs.
g. Turn off any lights that you turned on. Lock any doors that you unlocked.
h. Disinfect all door handles, knobs, and push bars.
i. Dust and disinfect all handrails and guardrails.
j. Clean and dust horizontal and vertical surfaces including baseboards and blinds as necessary.

The following services are to be provided daily. Services are to be provided after 5:00 p.m. on Monday thru Friday, unless other arrangements are made with, the Assistant City Administrator and/or the Building Official.

Front Lobby Area and All Restrooms, Men's and Women's, Located at City Hall

Lobby Areas

a. Clean as described in stairwells/vestibules.
b. Empty trash receptacles, inside and out and replace with new trash liners.

Floors

a. Tile floors will be maintained by sweeping and mopping using disinfectant and buffing twice a month. (New flooring on Police side do not require buffing)

b. Ceramic tile will be maintained by sweeping and mopping using disinfectant.

Restrooms

a. Clean and disinfect toilets, urinals, sinks, stalls, partitions, towel dispensers, grab bars and door handles.
b. Replenish all soap, paper and disposable products.
c. Clean and shine mirrors, towel dispensers, grab bars and door handles.
d. Wash or dust all stalls, walls, baseboards, vents and lockers as necessary.
e. Sweep and mop all tile floors using disinfectant on floors.
f. Turn off any lights that you turned on.
e. Empty trash receptacles and replace with new trash liners.

The following services are to be provided on a monthly basis. Services are to be provided after 5:00 p.m. on the days specified, unless other arrangements are made with, the Assistant City Administrator and/or the Building Official.

a. Unfinished area on the lower level shall be swept once per month.

PUBLIC WORKS

The following services are to be provided on Tuesdays and Thursdays. Services are to be provided after 4:00 p.m. on the days specified, unless other arrangements are made with the Public Works Operations Manager and/or the Assistant City Administrator.

Main office area downstairs, Forman's office, map room, hallways, and stairs

a. Clean and disinfect counters and tables.
b. Clean interior glass surfaces not including outside windows.
c. Sweep and mop all tile and vinyl floors.
d. Vacuum, sweep, or shake rugs (vacuum provided by Public Works)

Breakroom

a. Clean and disinfect sinks, counters, and tables.
b. Wipe down vending machines.
c. Sweep and mop all tile floors using disinfectant.
d. Vacuum, sweep, or shake rugs (vacuum provided by Public Works)

Lobby areas

a. Empty and replace with new trash liners inside and outside, including ashtrays.
b. Clean doors and door glass
c. Sweep and mop vinyl floors using disinfectant.
d. Vacuum, sweep, or shake rugs (vacuum provided by Public Works)

Outside trash can

a. Empty and replace with new trash liners.

Bay area

a. Empty and replace with new trash liners.

The following services are to be provided daily. Services are to be provided after 5:00 p.m. on weekdays, unless other arrangements are made with, the Assistant City Administrator and/or the Building Official.

All Restrooms, Men's and Women's, Located at Public Works

Restrooms

a. Clean and disinfect toilets, urinals, sinks, stalls, partitions, towel dispensers, grab bars and door handles.
b. Replenish all soap, paper, and disposable products.
c. Clean and shine mirrors, towel dispensers, grab bars and door handles.
d. Wash or dust all stalls, walls, baseboards, vents, and lockers as necessary.
e. Sweep and mop all tile floors using disinfectant on floors.
f. Turn off any lights that you turned on.
g. Empty trash receptacles and replace with new trash liners.

LEE C. FINE AND GRAND GLAIZE AIRPORTS

The following services are to be provided on Tuesday and Thursday at Lee C. Fine Airport and on Thursday at Grand Glaize Airport. Services are to be provided after 5:00 p.m. on the days specified, unless other arrangements are made with the Assistant City Administrator and/or the Building Official.

Restrooms

a. Clean and disinfect toilets, urinals, sinks, stalls, partitions, towel dispensers, grab bars and door handles.
b. Replenish all soap, paper, and disposable products.

c. Clean and shine mirrors, towel dispensers, grab bars and door handles.
d. Wash or dust all stalls, walls, baseboards, vents, and lockers as necessary.
e. Sweep and mop all tile floors using disinfectant on floors.
f. Turn off any lights that you turned on.
g. Empty trash receptacles and replace with new trash liners.

Kitchens, Kitchenettes, Breakrooms, and Front Desk area

a. Clean and disinfect sinks, counters, and tables.
b. Wipe all vending machines. Wipe inside and outside of refrigerators, microwaves, and stoves. Notify City of excessive abuse.
c. Clean and align chairs in applicable rooms.
d. Clean and dust horizontal and vertical surfaces including baseboards and blinds as necessary.
e. Sweep and mop all tile floors using disinfectant on floors.
f. Vacuum all carpeted areas, including area rugs.
g. Turn off any lights that you turned on. Lock any doors that you unlocked.
h. Disinfect all door handles, knobs, and push bars.
i. Empty trash receptacles and replace with new trash liners, including all individual work areas.

Lobby Areas

a. Empty all trash receptacles inside and outside and replace with new trash liners, including ashtrays.
b. Clean doors and door glass inside and outside
c. Clean and shine drinking fountains.
d. Sweep and mop all tile floors using disinfectant on floors.
e. Vacuum all carpeted areas, including area rugs.
f. Turn off any lights that you turned on. Lock any doors that you unlocked.
g. Disinfect all door handles, knobs, and push bars.
h. Dust and disinfect all handrails and guardrails.
i. Clean and dust horizontal and vertical surfaces including baseboards and blinds as necessary.

City of Osage Beach
Agenda Item Summary

Date of Meeting:	June 15, 2023
Originator:	Tara Berreth, City Clerk
Presenter:	Cole Bradbury, City Attorney

Agenda Item:
Bill 23-39 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 210 Offenses Section 210.1800 Possession of Marujuana, Section 210.1810 Possession of Controlled Substance, Section 210.18130 Unlawful Possession of Drug Paraphernalia, and Creating a New Section 210.1880 Hashish and Synthetic Cannabinoids of the City Code for various purposes as set forth. *Second Reading*

Requested Action:
Second Reading of Bill #23-39

Ordinance Referenced for Action:
Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:
Yes - timely ordinance updated needed due to legislative changes.

Budgeted Item:
Not Applicable

Budget Line Information (if applicable):
Not Applicable

Department Comments and Recommendation:
Bill 23-39 outlines City ordinance updates needed due to recent legislative changes.

City Attorney Comments:
Per City Code 110.230, Bill 23-39 is in correct form.

City Administrator Comments:
The first reading was read and approved on June 1, 2023. I concur with the department's recommendation.

BILL NO. 23-39 ORDINANCE NO. 23.39

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 210 OFFENSES SECTION 210.1800 POSSESSION OF MARIJUANA, SECTION 210.1810 POSSESSION OF A CONTROLLED SUBSTANCE, SECTION 210.1830 UNLAWFUL POSSESSION OF DRUG PARAPHERNALIA, AND CREATING A NEW SECTION 210.1880 HASHISH AND SYNTHETIC CANNABINOIDS OF THE CITY CODE FOR VARIOUS PURPOSES AS SET FORTH.

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

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

Section 210.1800 **Possession of Marijuana ~~or Synthetic Cannabinoid~~.**
~~A person commits the offense of possession of marijuana or any synthetic cannabinoid, as both terms are defined in Section 195.010, RSMo., if he or she knowingly possesses marijuana or any synthetic cannabinoid, except as authorized by Chapter 579 or Chapter 195, RSMo.~~

A. The definitions used in Sections 210.1800 through 210.1830 shall be the same as used in Article XIV Section 2 of the Missouri Constitution.

B. Offenses Involving Persons Under 21. It shall be unlawful to:
   1. Deliver or distribute marijuana or marijuana accessories, with or without consideration, to a person younger than twenty-one years of age;
   2. Purchase, possess, use, or transport marijuana or marijuana accessories by a person younger than twenty-one years of age;
   3. Consume marijuana by a person younger than twenty-one years of age;

C. Offenses Involving Vehicles. It shall be unlawful to:
   1. Operate or be in physical control of any motor vehicle, train, aircraft, motorboat, or other motorized form of transport while under the influence of marijuana. Conviction under this subsection shall require evidence that the person was in fact under the influence of marijuana at the time the person was in physical control of the motorized form of transport and not rely solely on the presence of tetrahydrocannabinol (THC) or THC metabolites, or a combination thereof, in the person's system;
   2. Consume marijuana while operating or being in physical control of a motor vehicle, train, aircraft, motorboat, or other motorized form of transport while it is being operated;
   3. Smoke marijuana within a motor vehicle, train, aircraft, motorboat, or other motorized form of transport while it is being operated;

D. Offenses Involving Public Places and Public Safety. It shall be unlawful to:
   1. Possess, consume, smoke, or burn marijuana or possess marijuana accessories on the grounds of a playground, public or private preschool or daycare facility, elementary or secondary school, institution of higher education, or in a school bus or other vehicle transporting children on behalf of any of the foregoing entities;
   2. Possess, consume, smoke, or burn marijuana or possess marijuana accessories on

the grounds of any correctional facility;

3. Possess, consume, smoke, or burn marijuana or possess marijuana accessories inside any courtroom or any secure area of City Hall, including but not limited to city offices and the Police Department;
4. Possess, consume, smoke, or burn marijuana in or on any property where the owner or other person in rightful control of said property (such as a lessee) elects to prohibit any or all of the above acts (i.e. prohibiting smoking but not possession), and posts prominent notice advising the public that marijuana may not be so used on the premises;
5. Smoke or burn marijuana on the grounds of any City-owned property, including but not limited to all parks, airports, buildings, parking lots, public works facilities, and City Hall;
6. Smoke or burn marijuana upon any public highway, street, sidewalk, alley, or right-of-way unless such place is expressly authorized for such use by the Board of Aldermen;
7. Smoke or burn marijuana in a location where smoking tobacco is prohibited, whether by law or by the owner or other person in rightful control of said location (such as a lessee);
8. Undertake any task while under the influence of marijuana, if doing so would constitute negligence, recklessness, or professional malpractice or would endanger persons or property;

E. Offenses Involving Growing, Manufacturing, and Licensing. It shall be unlawful to:

1. Perform solvent-based extractions on marijuana using solvents other than water, glycerin, propylene glycol, vegetable oil, or food-grade ethanol, unless licensed for this activity by the State of Missouri;
2. Cultivate flowering marijuana plants, nonflowering marijuana plants (over fourteen inches tall), or clones for private use without a valid Missouri private cultivation registration card authorizing such cultivation;
3. Cultivate flowering marijuana plants, nonflowering marijuana plants (over fourteen inches tall), or clones (plants under fourteen inches tall) for private use in excess of the amounts permitted authorized by a valid Missouri private cultivation registration card;
4. Keep twelve or more flowering marijuana plants, twelve or more nonflowering marijuana plants (over fourteen inches tall), or twelve or more clones (plants under fourteen inches tall) in or on the grounds of a private residence at one time;
5. Keep in, or on, the grounds of a private residence an excess of three ounces of marijuana produced by privately cultivated plants, in an unlocked space, or that is visible by normal, unaided vision from a public place;
6. Purchase, possess, consume, use, ingest, inhale, process, transport, deliver without consideration, or distribute without consideration dried, unprocessed marijuana, or its equivalent in excess of three ounces except as may be permitted by a person validly licensed by the State of Missouri to do so.
7. Cultivate marijuana plants that are visible by normal, unaided vision from a public place.
8. Violate the terms of any marijuana license issued by the State of Missouri.
9. Conduct any activities or engage in any conduct involving or relating to marijuana that requires a license from the State of Missouri without a valid license for such conduct or activity.

F. Violations of this Section shall be punishable under Section 100.190 of this Code,

subject to the limits contained in Article XIV of the Missouri Constitution.

Section 210.1810 **Possession of a Controlled Substance.**

A person commits the offense of possession of a controlled substance, as defined in Section 195.010, RSMo., if he or she knowingly possesses a controlled substance ~~except as~~ unless otherwise authorized by Chapter 579, RSMo. or Chapter 195, RSMo. This Section shall not prohibit possession of marijuana as defined and permitted in Article XIV of the Missouri Constitution.

Section 210.1830 **Unlawful Possession of Drug Paraphernalia.**

A person commits the offense of unlawful possession of drug paraphernalia if he or she knowingly uses, or possesses with intent to use, drug paraphernalia, to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body, a controlled substance or an imitation controlled substance in violation of Chapter 579, RSMo., or Chapter 195, RSMo., unless explicitly authorized by Article XIV of the Missouri Constitution.

Section 210.1880 **Hashish and Synthetic Cannabinoids**

A. It shall be unlawful to possess, sell, distribute, lend, rent, lease, give, exchange, display for sale, or transfer the following substances in the following quantities:
    1. Hashish in the amount of 5 grams or less;
    2. Synthetic Cannabinoids;
    3. MDPV.

B. It shall be an affirmative defense to any violation of subsection A if the possession, sale, distribution, or transfer, is in usual course of business or practice, or in the performance of their official duties by the following persons:
    1. Persons licensed under the provisions of RSMo. Chapters 330, 332, 334, 335, 338 and 340.
    2. Persons who procure controlled substances:
        i. For handling by or under the supervision of persons employed by them, who are licensed under the provisions of RSMo. Chapters 330, 332, 334, 335, 338 and 340.
        ii. ii. For the purpose of lawful research, teaching or testing and not for resale.
    3. Hospitals and other institutions which procure controlled substances for lawful administration by persons described in Subsection A.
    4. Officers or employees or appropriate enforcement agencies of federal, state or local governments, pursuant to their duties in enforcing the provisions of this Chapter.
    5. Lawfully licensed manufacturers and wholesalers of controlled substances.
    6. Carriers and warehousemen lawfully handling or distributing lawful controlled substances or drugs.

C. Definitions

"MDPV" means any substance containing the following, regardless of whether the substance is marketed as bath salts or otherwise:

3.4-Methylenedioxyprovalerone;

Methylone;

Mephedrone;

4-methoxymethcathinone;

4-Fluoromethcathinone; or

3-Fluoromethcathinone;

MDPV is commonly known by a number of names including, but not limited to, White Rush, Cloud 9, Ivory Wave, Ocean, Charge, Plus, White Lightening, Scarface, Hurricane Charlie, red Dove or White Dove

"Synthetic cannabinoid" means any natural or synthetic material, compound, mixture, or preparation, whether described as tobacco, herbs, incense, "Spice," "K2" or any blend thereof, that contains any quantity of a substance that is a cannabinoid receptor agonist, including but not limited to any substance listed in RSMo. §195.017 .2(4)(ll) and any analogues, homologues; isomers, whether optical, positional, or geometric; esters; ethers; salts; and salts of isomers, esters, and ethers, whenever the existence of the isomers, esters, ethers, or salts is possible within the specific chemical designation, including:

2-[(1R,3S)-3-hydroxycyclohexyl]-5-(20methyloctan-2-yl)phenol (also known as CP47,497) and homologues;

(6aS,10aS)-9-(hydroxmethyl)-6,6-dimethy1-3-(2-methyloctan-2-y1)-6a,7,10,10atetrahydrobenzo[c]chromen-1-ol)(also known as HY-211 or Dexanabinol);

1-Pentyl-3-(l-naphthoyl)indole (also known as Jwh-018); or

Butyl-3-(1-naphthoyl)indole (also known as JWH-073).

Section 2. Severability

The chapters, sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or otherwise invalid by the valid judgment or degree of any Court of any competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the same would have been enacted by the Board of Aldermen without the incorporation in this ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

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

Whenever any part of this ordinance shall be repealed or modified, either expressly or by implication, by a subsequent ordinance, that part of the ordinance thus repealed or modified shall continue in force until the subsequent ordinance repealing or modifying the ordinance shall go into effect unless

therein otherwise expressly provided; but no suit, prosecution, proceeding, right, fine or penalty instituted, created, given, secured or accrued under this ordinance previous to its repeal shall not be affected, released or discharged but may be prosecuted, enjoined and recovered as fully as if this ordinance or provisions had continued in force, unless it shall be therein otherwise expressly provided.

Section 4. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME: June 1, 2023 READ SECOND TIME:

I hereby certify that Ordinance No.23.39 was duly passed on by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays:

Abstentions: Absent:

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

_____ _____
Date Tara Berreth, City Clerk

Approved as to form:

_____
Cole Bradbury, City Attorney

I hereby approve Ordinance No.23.39.

_____
Michael Harmison, Mayor

_____ _____
Date Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: June 15, 2023
Originator: Tara Berreth, City Clerk
Presenter: Jeana Woods, City Administrator

Agenda Item:
Bill 23-47 - An ordinance of the City of Osage Beach, Missouri, approving a Development Agreement and a Cooperation and Transportation Project Agreement in Connection with the Lakeport Village Tax Increment Financing Redevelopment Plan. *Second Reading*

Requested Action:
Second Reading of Bill #23-47

Ordinance Referenced for Action:
The City is authorized to enter into a tax increment financing (TIF) redevelopment agreement for the Lakeport Village project pursuant to RSMo Section 99.800 - Section 99.825 regarding TIF (Tax Increment Financing) plan and financing and the Lakeport Village Redevelopment Plan ordinance (Bill 23.44). Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:
Not Applicable

Budgeted Item:
Not Applicable

Budget Line Information (if applicable):
Not Applicable

Department Comments and Recommendation:
Not Applicable

City Attorney Comments:
Per City Code 110.230, Bill 23-47 is in correct form.

City Administrator Comments:
The first reading was read and approved on June 1, 2023. I concur with the

department's recommendation as prepared and submitted by special counsel, Gilmore Bell, and reviewed by staff along with Columbia Capital, the City's Financial Advisors.

BILL NO. 23-47 ORDINANCE NO. 23.47

AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT AND A COOPERATION AND TRANSPORTATION PROJECT AGREEMENT IN CONNECTION WITH THE LAKEPORT VILLAGE TAX INCREMENT FINANCING REDEVELOPMENT PLAN.

WHEREAS, the Board of Aldermen has approved the "Lakeport Village Tax Increment Financing Redevelopment Plan" and the "Redevelopment Project" described therein; and

WHEREAS, the Lakeport Village Community Improvement District (the "CID") and the Lakeport Village Transportation Development District (the "TDD") will be created in connection with the implementation of the Lakeport Village Tax Increment Financing Redevelopment Plan; and

WHEREAS, Section 70.220 of the Revised Statutes of Missouri authorizes the City to cooperate with other political subdivisions and political entities for the planning, development, construction, acquisition or operation of any public improvement or facility; and

WHEREAS, the City desires to enter into a Redevelopment Agreement in substantially the form of Exhibit A attached hereto (the "Redevelopment Agreement") with Lakeport Village LLC (the "Developer") with respect to the availability of tax increment financing assistance in connection with the Redevelopment Project; and

WHEREAS, the City desires to enter into a Cooperation and Transportation Project Agreement in substantially the form of Exhibit E to the Redevelopment Agreement (the "Cooperation Agreement") with the Developer, the CID and the TDD to set forth the terms and conditions upon which certain portions of the Redevelopment Project will be financed, constructed and maintained;

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

Section 1. Approval of Agreements. The Board of Aldermen hereby finds and determines that it is necessary and desirable to enter into the Redevelopment Agreement and the Cooperation Agreement in connection with the Redevelopment Project. The Mayor is hereby authorized and directed to execute the Redevelopment Agreement and the Cooperation Agreement on behalf of the City. The City Clerk is hereby authorized and directed to attest to the Redevelopment Agreement and the Cooperation Agreement and to affix the seal of the City thereto. The Redevelopment Agreement shall be in substantially the form attached as Exhibit A, which Redevelopment Agreement is hereby approved by the Board of Aldermen with such changes therein as shall be approved by the officers of the City executing the same. The Cooperation Agreement shall be in substantially the form attached as Exhibit E to the Redevelopment Agreement, which Cooperation Agreement is hereby approved by the Board of Aldermen with such changes therein as shall be approved by the officers of the City executing the same.

Section 2. Further Authority. The officers of the City are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions to the documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 3. Severability. The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the Board of Aldermen has or would have enacted the valid sections without the void one; and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 4. Effective Date. This Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME: June 1, 2023 READ SECOND TIME:

I hereby certify that Ordinance No. 23.47 was duly passed on by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays:

Abstentions: Absent:

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

_____ _____

Date Tara Berreth, City Clerk

Approved as to form:

_____

Cole Bradbury, City Attorney

I hereby approved Ordinance No.23.47.

_____

Michael Harmison, Mayor

_____ _____

Date Tara Berreth, City Clerk

EXHIBIT A

REDEVELOPMENT AGREEMENT

EXHIBIT E

COOPERATION AGREEMENT

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT:	REDEVELOPMENT AGREEMENT
DATE OF DOCUMENT:	[*Date*], 2023
GRANTOR:	LAKEPORT VILLAGE LLC
GRANTOR'S MAILING ADDRESS:	6136 Nieman Road Shawnee, Kansas 66203 Attention: Jeff Tegethoff
GRANTEE:	CITY OF OSAGE BEACH, MISSOURI
GRANTEE'S MAILING ADDRESS:	1000 City Parkway Osage Beach, Missouri 65065 Attention: Cole Bradbury
RETURN DOCUMENTS TO:	Mark A. Spykerman, Esq. Gilmore & Bell, P.C. 211 North Broadway, Suite 2000 St. Louis, Missouri 63102
LEGAL DESCRIPTION:	See **Exhibit A-1**

REDEVELOPMENT AGREEMENT

between the

CITY OF OSAGE BEACH, MISSOURI,

and

LAKEPORT VILLAGE LLC

dated as of

[*Date*], 2023

LAKEPORT VILLAGE REDEVELOPMENT AREA

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REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (this *"Agreement"*) is made and entered into as of this ____ day of _____, 2023, by and between the **CITY OF OSAGE BEACH, MISSOURI**, a fourth-class city organized and existing under the laws of the State of Missouri (the "*City*") and **LAKEPORT VILLAGE LLC**, a Missouri limited liability company (the *"Developer"*). (All capitalized terms used but not otherwise defined herein shall have the meanings ascribed in **Article I** of this Agreement.)

RECITALS

A. The Board of Aldermen created the Tax Increment Financing Commission of the City of Osage Beach, Missouri (the *"TIF Commission"*) and empowered the TIF Commission to exercise those powers and fulfill such duties as are required or authorized for the TIF Commission under Sections 99.800 to 99.865 of the Revised Statutes of Missouri (the *"TIF Act"*).

B. On December 23, 2023, the Developer submitted a revised application for tax increment financing assistance (the *"Application"*) in connection with the proposed redevelopment of approximately 24 acres of property that is generally located at the northeast corner of Jefferies Road and U.S. Route 54 in the City of Osage Beach (as further described on **Exhibit A-1** attached hereto, the *"Redevelopment Area"*) into a family friendly resort and entertainment district (as further described in the below-defined Redevelopment Plan, the *"Redevelopment Project"*).

C. In accordance with the City's policy regarding tax increment financing applications, City staff reviewed the Application and recommended that the Board of Aldermen refer the Application to the TIF Commission, which referral was made by the Board of Aldermen on March 2, 2023 by adoption of Resolution No. _____.

D. On March __, 2023 the City published a Notice of Request for Proposals for Lakeport Village Tax Increment Financing Plan (the "RFP") in the *Lake Sun Leader* seeking alternative proposals for the Redevelopment Area. No alternative proposals were received by the City.

E. On March 22, 2023, the Developer filed a petition with the Circuit Court of Camden County to establish the Lakeport Village Transportation Development District (the *"TDD"*) within a portion of the Redevelopment Area to assist in financing and implementing the Redevelopment Project.

F. On May 5, 2023, the Developer filed a petition with the City to establish the Lakeport Village Community Improvement District (the *"CID"*) within a portion of the Redevelopment Area to assist in financing and implementing the Redevelopment Project.

G. On April 17, 2023, the TIF Commission held a duly-noticed public hearing regarding the Lakeport Village Tax Increment Financing Redevelopment Plan (the "*Redevelopment Plan*"), the Redevelopment Area and the Redevelopment Project, at which all interested parties had the opportunity to be heard and at which the TIF Commission heard and considered all protests and objections concerning the Redevelopment Plan, the Redevelopment Area and the Redevelopment Project.

H. Upon conclusion of the above-described public hearing, the TIF Commission passed a resolution recommending that the Board of Aldermen approve the Redevelopment Plan, designate the

Redevelopment Area as a "redevelopment area" pursuant to the TIF Act, approve the Redevelopment Project and adopt tax increment financing.

I. On May 18, 2023, the Board of Aldermen held a duly-noticed public hearing regarding the establishment of the CID.

J. On June 1, 2023, after due consideration of the TIF Commission's recommendation, other comments by the public and taxing districts and the requirements of the applicable statutes, the Board of Aldermen adopted Ordinance No. 23.44 approving the Redevelopment Plan, designating the Redevelopment Area, approving the Redevelopment Project and adopting tax increment financing.

K. On June 15, 2023, the Board of Aldermen adopted the following ordinances:

(a) Ordinance No. 23.47 approving this Agreement and a Cooperation and Transportation Project Agreement among the City, the CID, the TDD and the Developer; and

(b) Ordinance No. 23.54 approving the issuance of taxable industrial revenue bonds associated with the Redevelopment Project to facilitate a sales tax exemption on construction materials purchased for the Redevelopment Project.

L. On _____, 2023, the City received an amended petition to establish the CID. On _____, 2023, the Board of Aldermen adopted Ordinance No. 23.___ establishing the CID.

M. The Board of Aldermen hereby determines that the implementation of the Redevelopment Plan and the fulfillment generally of this Agreement are in the best interests of the City, and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan.

N. Pursuant to provisions of the TIF Act and Ordinance Nos. 23.44 and 23.47, the City is authorized to enter into this Agreement.

AGREEMENT

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

ARTICLE I

DEFINITIONS

1.1. Definitions. As used in this Agreement, the following words and terms shall have the following meanings:

"Acquisition Costs" means the consideration paid by Developer to a third party in an arms-length transaction to acquire fee simple interest in the Property or, if property is sold or transferred from a Related Party to the Developer, the greater of the amount of consideration paid by the Related Party to initially acquire the Property from an unrelated party or the appraised market value of the applicable property as determined by the Camden County Assessor at the time of such sale or transfer.

"Agreement" means this Redevelopment Agreement, as the same may be from time to time modified, amended or supplemented in writing by the parties hereto.

"Amusement Uses" means approximately 15 rides and attractions and accompanying food, beverage, retail and entertainment offerings (but not including the Hotel, the waterpark or the Parking Garage uses), to be located on approximately nine acres within the Redevelopment Area as generally depicted on the Concept Site Plan.

"Approved Site Plans" means the combination of site plans reflecting one or more portions of the Work approved by all entities required to approve a site plan pursuant to the Municipal Code and **Section 3.8**, as such site plans may be submitted, approved and amended from time to time in accordance with the Municipal Code and **Section 3.8**.

"Available Revenues" means all money on deposit from time to time (including investment earnings thereon) in:

(a) the PILOTS Account (except for the Fire District Surplus);

(b) subject to annual appropriation by the City, the EATS Account;

(c) subject to annual appropriation by the City and **Section 3.10(b)**, the City Hotel Sales Tax Rebate Account;

(d) to the extent agreed to by the State pursuant to the State Supplemental TIF Agreement, New State Revenues appropriated by the State to the payment of any Reimbursable Redevelopment Project Costs or repayment of TIF Obligations or any Subordinate TIF Obligations;

(e) to the extent agreed to by the CID pursuant to the Financing Agreement, CID Revenues appropriated by the CID for the payment of Reimbursable Redevelopment Project Costs or the repayment of any TIF Obligations or any Subordinate TIF Obligations;

(f) to the extent agreed to by the TDD pursuant to the Financing Agreement, TDD Revenues appropriated by the TDD for the payment of Reimbursable Redevelopment Project Costs or the repayment of any TIF Obligations or any Subordinate TIF Obligations; and

(g) all money in any other account of the Special Allocation Fund into which money that has been appropriated to the repayment of the TIF Obligations or any Subordinate TIF Obligations has been deposited,

excluding, as applicable (i) the City Administrative Fee, if withheld by the City prior to transfer of TIF Revenues to the Bond Trustee pursuant to the Financing Agreement and the Bond Indenture, (ii) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, or (iii) any sum received by the City, the State, the CID or the TDD that is the subject of a suit or other claim communicated to the City, the State, the CID or the TDD, as applicable, which suit or claim challenges the collection of such sum.

"Board of Aldermen" means the Board of Aldermen of the City.

"Bond Counsel" means Gilmore & Bell, P.C., St. Louis, Missouri, or an attorney at law or a firm of attorneys selected by the City of nationally recognized standing in matters pertaining to the tax-exempt

nature of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

"Bond Indenture" means the trust indenture or indentures executed by the MDFB and the Bond Trustee in connection with the issuance of TIF Obligations or Subordinate TIF Obligations, as applicable.

"Bond Proceeds" means the net cash proceeds from the sale of TIF Obligations available for deposit in the Project Fund (after deposit of funds for Issuance Costs, capitalized interest and any debt service reserve), together with any interest earned thereon.

"Bond Trustee" means UMB Bank, N.A. or such other trustee designated by the City Administrator; provided, however, that successor Bond Trustee may be appointed in accordance with the terms of the Bond Indenture.

"Certificate of Reimbursable Redevelopment Project Costs" means a document, substantially in the form of **Exhibit D** attached hereto, delivered by the Developer to the City and which, upon the City's written acceptance thereof, will evidence Reimbursable Redevelopment Project Costs incurred.

"Certificate of Substantial Completion" means a document, substantially in the form of **Exhibit C** attached hereto, delivered by the Developer and which, upon the City's written acceptance thereof, will evidence the Developer's satisfaction of all obligations and covenants to perform the Work. The Certificate of Substantial Completion does not constitute a final occupancy certificate, final inspection certificate, or other documentation required by the Municipal Code to occupy the Redevelopment Project or any portion thereof.

"CID" means the Lakeport Village Community Improvement District, a community improvement district and political subdivision of the State of Missouri, as established pursuant to Ordinance No. 23.__, which shall be maintained pursuant to **Section 3.13**, the CID Act, and the Cooperation Agreement.

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

"CID Annual Operating Costs" means an amount equal to $15,000 for calendar year 2023 and, for subsequent calendar years, the prior year's CID Annual Operating Costs increased by the CPI-U (Consumer Price Index – All Urban Consumers or successor measure of inflation announced by the federal government) for the applicable year.

"CID Project" means the improvements described in the Cooperation Agreement that shall, in the opinion of counsel to the CID, be qualified expenditures for the CID under Missouri law.

"CID Revenues" means the revenues received by the CID from the CID Special Assessment and the CID Sales Tax, less CID Annual Operating Costs, which are not required to be deposited into the Special Allocation Fund by operation of the TIF Act.

"CID Sales Tax" means the community improvement district sales and use tax to be levied by the CID at a rate of not more than 1% in accordance with the CID Act.

"CID Special Assessment" means the special assessment to be imposed by the CID in the amount of $5.00 per occupied hotel room night.

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

"City Administrative Fee" means (a) the sum of $20,000 for each year up to and including the year in which Certificate of Substantial Completion is approved or deemed approved pursuant to **Section 3.11**, (b) the sum of $15,000 for the next year thereafter, and (c) in subsequent years, the prior year's City Administrative Fee increased by the CPI-U (Consumer Price Index – All Urban Consumers or successor measure of inflation announced by the federal government) until and including calendar year 2046.

"City Administrator" means the person duly appointed as City Administrator pursuant to the Municipal Code.

"City Attorney" means the person or firm appointed as the City Attorney pursuant to the Municipal Code.

"City Engineer" means the person or firm appointed as the City Engineer pursuant to the Municipal Code.

"City Hotel Sales Tax Rebate" means 50% of the sales tax revenues received by the City from its 1% general sales tax produced by hotel room sales within the Redevelopment Area through [*May 18*], 2046 (i.e., 23 years after adoption of the TIF Ordinance).

"City Hotel Sales Tax Rebate Account" means an account of the Special Allocation Fund into which the City Hotel Sales Tax Rebate is deposited from time to time.

"Concept Site Plan" means the conceptual site plan attached hereto as **Exhibit B** and incorporated herein by this reference.

"Construction Inspector" means such licensed engineer or architect either employed by or retained and designated by the City from time to time, and/or such individuals as may be designated to carry out inspections on behalf of the City's planning and zoning, building, engineering and public works departments.

"Construction Plans" means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections approved by the City in accordance with the Municipal Code and this Agreement.

"Cooperation Agreement" means the Cooperation and Transportation Project Agreement to be entered into among the City, the CID, the TDD and the Developer in substantially the form of **Exhibit E** attached hereto, as may be amended from time to time.

"Developer" means Lakeport Village LLC, a Missouri limited liability company, or its permitted successors or assigns in interest.

"EATS Account" means an account of the Special Allocation Fund into which 50% of the Economic Activity Taxes are deposited pursuant to Section 99.845 of the TIF Act.

"Economic Activity Taxes" shall have the meaning ascribed to such term in Section 99.805 of the TIF Act, but not including any taxes that are excluded from tax increment financing by Missouri law.

"Financing Agreement" means an agreement to be entered into among the City, the CID, the TDD and the MDFB, pursuant to which the MDFB will issue TIF Obligations and the City and other parties thereto will transfer Available Revenues to the Bond Trustee for the repayment of such TIF Obligations.

"Fire District Agreement" means an agreement among the City, the Osage Beach Fire Protection District and the Developer, if any, pursuant to which the Osage Beach Fire Protection District may agree to a 100% reimbursement rate for PILOTs and a 50% reimbursement rate for EATs pursuant to Section 99.848 of the TIF Act.

"Fire District Surplus" means 100% of any PILOTs generated by the Osage Beach Fire Protection District and any other applicable emergency service district, unless the emergency service district has entered into an agreement with the City setting a different reimbursement rate pursuant to Section 99.848 of the TIF Act.

"Governmental Approvals" means all plat approvals, re-zoning or other zoning changes, planned unit development approvals, site plan approvals, conditional use permits, variances, building permits, architectural review or other subdivision, zoning or similar approvals, or approvals related to the creation of the CID, or approvals related to the CID Project or the TDD Project required by the Municipal Code, the Cooperation Agreement or this Agreement for the implementation of the Redevelopment Project.

"Hotel" means an approximately 400-room hotel including approximately 15,000 square feet of conference center space and satisfying the requirements of **Section 3.10(b)**, to be constructed as part of the Redevelopment Project.

"Investment Deficit" means the amount, if any, by which the sum of (a) the total Verified Project Costs submitted by the Developer and (b) a developer's fee in the amount of 4% of total Verified Project Costs is less than the amount of $361,714,420.

"Issuance Costs" means all costs reasonably incurred by the MDFB, the City, the Developer (but not to exceed $50,000), the CID and/or the TDD in connection with the issuance of the TIF Obligations, including, but not limited to, the fees and expenses of the City's financial advisors and consultants, the City's and the MDFB's attorneys (including the City Attorney, issuer's counsel, Bond Counsel and disclosure counsel), the CID's attorneys, the TDD's attorneys, the underwriter and underwriter's counsel, underwriters' discounts and fees, initial fees and charges of the trustee, the cost of obtaining CUSIP numbers, the costs of printing any TIF Obligations and any official statements relating thereto, and any other costs related to the issuance of TIF Obligations and approved by the City at its sole discretion.

"Lender" means any bank or other entity providing a construction loan or permanent financing for the Redevelopment Project.

"MDFB" means the Missouri Development Finance Board or another issuer of municipal bonds acceptable to the City.

"Maximum Reimbursement Amount" means (a) if the Fire District Agreement is executed before the initial issuance of any TIF Obligations, $78,468,545 plus Issuance Costs paid by the Developer, subject to adjustment as provided herein, or (b) if the Fire District Agreement is not executed before the initial issuance of any TIF Obligations, $76,668,545 (i.e., $78,468,545 less the approximate net present value of the Fire District sales tax revenues that would have been available had the Fire District Agreement been executed) plus Issuance Costs paid by the Developer.

"Municipal Code" means the Municipal Code of the City of Osage Beach, Missouri, as may be amended from time to time.

"New State Revenues" means the incremental increase in the general revenue portion of State sales tax revenues received pursuant to Section 144.020, RSMo., excluding sales taxes that are constitutionally dedicated, taxes deposited to the school district trust fund in accordance with Section 144.701, RSMo., sales and use taxes on motor vehicles, trailers, boats and outboard motors and future sales taxes earmarked by law, appropriated by the State and received by the City, as contemplated in the State Supplemental TIF Agreement.

"New State Revenues Account" means an account of the Special Allocation Fund into New State Revenues are deposited pursuant to Section 99.845 of the TIF Act.

"Parking Garage" means one or more parking structures collectively containing approximately 1,000 parking spaces.

"Payments in Lieu of Taxes" or *"PILOTS"* shall have the meaning ascribed to such term in Section 99.805 of the TIF Act.

"PILOTS Account" means an account of the Special Allocation Fund into which Payments in Lieu of Taxes are deposited pursuant to Section 99.845 of the TIF Act.

"Preliminary Funding Agreement" means the Funding Agreement dated as of November 18, 2022 between the City and the Developer, as amended from time to time in accordance with its terms.

"Prime Rate" means the prime rate reported in the "Money Rates" column or any successor column of *The Wall Street Journal*, currently defined therein as the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks. If *The Wall Street Journal* ceases publication of the Prime Rate, then "Prime Rate" shall mean the "prime rate" reported by Bloomberg LP or any successor thereto.

"Project Fund" means the Project Fund created in the Bond Indenture.

"Redevelopment Area" means the area described in the Redevelopment Plan.

"Redevelopment Plan" means the plan entitled "Lakeport Village Tax Increment Financing Redevelopment Plan," as approved by the Board of Aldermen pursuant to the TIF Ordinance, as such plan may from time to time be amended in accordance with the TIF Act.

"Redevelopment Project" means the redevelopment project described in the Redevelopment Plan.

"Redevelopment Project Costs" shall have the meaning assigned to such term in Section 99.805 of the TIF Act.

"Reimbursable Redevelopment Project Costs" means those Redevelopment Project Costs that are reimbursable to the Developer under **Article IV**, the Redevelopment Plan and the TIF Act in accordance with this Agreement.

"Related Party" means any party related to the Developer by one of the relationships described in Section 267(b) or 707(b) of the United States Internal Revenue Code of 1986, as amended, or any party controlled by or under common control with the Developer.

"Relocation Costs" means all costs incurred to relocate the occupants of and businesses in the Redevelopment Area in accordance with the Relocation Policy, including, but not limited to, relocation payments to displaced persons or businesses, and all costs of implementing the Relocation Policy including costs of referrals, relocation specialists, planners, attorneys' fees, brokers' commissions and staff costs.

"Relocation Policy" means the relocation policy of the City described in the Redevelopment Plan.

"Special Allocation Fund" means the Lakeport Village Special Allocation Fund authorized by the TIF Ordinance.

"State" means the State of Missouri.

"State Supplemental TIF Agreement" means an agreement to be entered into among the City, the Developer and the Missouri Department of Economic Development, pursuant to which the State will agree, subject to annual appropriation, to make New State Revenues available to repay TIF Obligations.

"Subordinate TIF Obligations" means any tax increment revenue obligations issued by the City or the MDFB to the Developer or a Lender following approval or deemed approval of the Certificate of Substantial Completion, which Subordinate TIF Obligations shall be fully subordinate to the TIF Obligations, and no payments shall be made on any Subordinate TIF Obligations until the TIF Obligations have been paid in full.

"TDD" means the Lakeport Village Transportation Development District, a transportation development district and political subdivision of the State of Missouri, anticipated to be established by order of the Circuit Court of Camden County, Missouri pursuant to Case No. 23CM-CC00074, which shall be maintained pursuant to **Section 3.14**, the TDD Act, and the Cooperation Agreement.

"TDD Act" means the Missouri Transportation Development District Act, Sections 238.200 to 238.280 of the Revised Statutes of Missouri.

"TDD Annual Operating Costs" means an amount equal to $15,000 for calendar year 2023 and, for subsequent calendar years, the prior year's CID Annual Operating Costs increased by the CPI-U (Consumer Price Index – All Urban Consumers or successor measure of inflation announced by the federal government) for the applicable year.

"TDD Project" means the improvements described in the Cooperation Agreement that shall, in the opinion of counsel to the TDD, be qualified expenditures for the TDD under Missouri law.

"TDD Revenues" means the revenues received by the TDD from the TDD Special Assessment, the TDD Sales Tax and, if approved by the City, fees for use of the Parking Garage pursuant to **Section 3.10(e)**, less TDD Annual Operating Costs, which are not required to be deposited into the Special Allocation Fund by operation of the TIF Act.

"TDD Sales Tax" means the community improvement district sales tax to be levied by the TDD at a rate of not more than 1% in accordance with the TDD Act.

"TDD Special Assessment" means the special assessment to be imposed by the TDD.

"TIF Act" means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri.

"TIF Commission" means the Tax Increment Financing Commission of the City of Osage Beach, Missouri.

"TIF Monitor" means a consultant engaged by the Bond Trustee, the Developer or an underwriter or purchaser of TIF Obligations, and acceptable to the City Administrator, who shall monitor and assist in the calculation of Available Revenues.

"TIF Obligations" means tax increment financing and special district revenue bonds issued by the MDFB, subject to the requirements of **Section 5.1**, which TIF Obligations are senior to any Subordinate TIF Obligations.

"TIF Ordinance" means Ordinance No. 23.__ adopted by the Board of Aldermen on [*May 18*], 2023, adopting the Redevelopment Plan, designating the Redevelopment Area, approving the Redevelopment Project and authorizing tax increment financing within the Redevelopment Area.

"TIF Revenues" means, collectively, New State Revenues, Payments in Lieu of Taxes and 50% of the Economic Activity Taxes.

"Timeshare Property" means the portion of the Redevelopment Agreement described on **Exhibit A-2**.

"Trustee" means the trustee or fiscal agent for any issue of TIF Obligations.

"Verified Project Costs" means all reasonable or necessary costs incurred or caused to be incurred (which, for the purposes of clarity, includes costs incurred by unrelated third parties which Developer or its Related Party requires to be expended pursuant to contract, including, without limitation, the TDD's payment of Parking Garage construction costs, as contemplated in **Section 5.1(c)**) by the Developer or a Related Party in connection with, or incidental to, the Redevelopment Project and verified to the City's reasonable satisfaction pursuant to **Section 5.6**, including, without limitation, Acquisition Costs and designing, planning and constructing the Redevelopment Project; provided, however, that with respect to any other costs for any services provided by the Developer or any entity related to Developer, the amount of such costs shall not exceed an amount determined by the City as acceptable.

"Work" means:

(a) the acquisition of the Property;

(b) the demolition and clearance of all structures and other improvements on the Property necessary for completion of Redevelopment Project;

(c) the construction of infrastructure improvements, including, without limitation (1) transportation improvements generally consistent with the Concept Site Plan (and including, without limitation, an extension of sidewalks northerly along Jeffries Road, as described in the petition for the creation of the TDD), (2) lake shore improvements, (3) storm and sanitary sewers, stormwater control, (4) the construction and relocation of utility lines, and (5) any other infrastructure required by any permitting agency; and

(d) construction of the Parking Garage, the Amusement Uses, a marina with space sufficient to service approximately 200 boats, the Hotel, and an approximately _____ square foot retractable roof waterpark.

ARTICLE II

ACCEPTANCE OF PROPOSAL

2.1. Developer Designation. The City hereby selects the Developer to perform the Work in accordance with the Approved Site Plan, the Redevelopment Plan, this Agreement and all Governmental Approvals. To the extent of any inconsistency among the foregoing, the parties agree that the Work described in the Governmental Approvals shall govern so long as such approvals do not constitute a change to the Redevelopment Plan or Redevelopment Project as would, in the opinion of the City Attorney or special counsel retained by the City, require further hearing pursuant to the TIF Act.

2.2. Developer to Advance Costs. The Developer agrees to advance all Redevelopment Project Costs as necessary to complete the Work, subject to the Developer's right to abandon the Redevelopment Project and terminate this Agreement as set forth in **Section 7.1**. Additionally, and not by way of limitation:

(a) *Advances Under Preliminary Funding Agreement*. The Developer has heretofore advanced, or caused to be advanced, pursuant to the Preliminary Funding Agreement, the aggregate sum of $50,000.00 for certain Redevelopment Project Costs comprised of City planning, legal, administrative and other costs associated with the Redevelopment Project and the negotiation of this Agreement. As of the date of this Agreement, approximately $_____ remains under the Preliminary Funding Agreement and may be applied to the payment of any remaining costs related to the negotiation of this Agreement. After the disbursement of all remaining funds in accordance with the terms of the Preliminary Funding Agreement, the obligations of the parties under the Preliminary Funding Agreement shall be merged into and superseded by this Agreement. Any portion of the funds that are not spent by the time this Agreement is executed may be applied in the same manner as funds received pursuant to (b) below.

(b) *Advances Upon Execution of Agreement*. Upon execution of this Agreement, the Developer agrees to advance to the City the sum of $25,000.00 to pay (1) the City's reasonable planning, legal, financial and other consultants, and (2) administrative costs and expenses that are incurred in connection with the approval of the Redevelopment Plan, the negotiation and administration of this Agreement (including, without limitation, the enforcement of any performance bond and the review of Certificates of Reimbursable Redevelopment Project Costs, the Certificate of Substantial Completion, site plans and construction plans), and the creation of the CID and the TDD; provided, however, that administrative costs and expenses shall not include any portion of salary and benefit costs related to City staff. If the amount initially deposited pursuant to this subsection is insufficient for the purposes described herein, the Developer shall deposit any additional amount requested by the City within ten (10) days of a written request therefor; provided, however, that (i) the City shall obtain the Developer's approval before entering into any new engagements with any third party and (ii) the City shall provide the Developer with a monthly statement showing each agreement executed, amounts paid pursuant to each agreement, and amounts remaining due with respect to each agreement.

(c) *No Waivers.* Payment of any advance under this Section will not waive any application fee or other cost to the Developer associated with any Governmental Approval required by the Municipal Code.

(d) *Return of Excess Funds*. Within 30 days after the City's acceptance of the Certificate of Substantial Completion and the approval of the final Certificate of Reimbursable

Redevelopment Project Costs, the City shall remit to the Developer any amounts that have been advanced under this Section and that have not been spent for costs incurred by the City pursuant to such paragraphs.

(e) *Advances to be Reimbursable*. To the extent permitted by law, all sums advanced under this Section shall constitute Reimbursable Redevelopment Project Costs to be reimbursed to the Developer from the proceeds of TIF Obligations and Subordinate TIF Obligations issued as provided herein.

ARTICLE III

OWNERSHIP OF THE PROPERTY; SCHEDULE; CONSTRUCTION OF REDEVELOPMENT PROJECT; CITY APPROVALS

3.1. Ownership of Property; Acquisition of Timeshare Property.

(a) The Developer represents that either it and/or a Related Party currently owns or is under contract to purchase all of the Property except the Timeshare Property.

(b) The Developer shall use commercially reasonable efforts to obtain fee title to the Timeshare Property to be located on such property no later than December 31, 2023 or such later date as may be approved by resolution of the Board of Aldermen. The Developer shall provide the City with a written status update (which may be sent by electronic mail to the addresses set forth in **Section 7.8**) of its efforts to acquire Timeshare Property on or prior to the first day of each calendar month until such time as the Developer as obtains fee title to the Timeshare Property.

(c) The Developer and the City agree that eminent domain will not be used to acquire the fee title to the Timeshare Property. Notwithstanding the foregoing, the Developer may request that the City exercise eminent domain powers for the following limited purposes:

(1) acquisition of public rights-of-way;

(2) in cooperation with the owners of the Timeshare Property or their authorized representatives, to complete the acquisition or quiet title to the Timeshare Property; and

(3) clearance of any encumbrances and lesser property interests, such as leases, interval estates, licenses or easements, that would interfere with construction and operation of the Redevelopment Project.

Any use of eminent domain for the limited purposes described above (A) will be at the sole discretion of the City, (B) will only be considered after the Developer has, to the City's satisfaction, exhausted all reasonable alternatives, and (C) will be subject to the City and the Developer entering into a mutually-acceptable agreement specifying the terms and conditions upon which any condemnation proceedings will be filed and pursued, including selection of counsel and payment of commissioner's awards.

3.2 Relocation. The Developer shall relocate those occupants or businesses displaced from any portion of the Redevelopment Area acquired by the Developer in accordance with and to the extent required by the requirements of the Relocation Policy and any applicable law. Notwithstanding the foregoing, the displaced occupant or business and the Developer may agree in writing upon a different amount or different benefits, it being understood and agreed that any displaced occupant or business may

waive his/her/their rights to statutory and other relocation benefits and assistance under the Relocation Policy or otherwise.

3.3. Project Construction.

(a) Subject to **Section 7.7**, the Developer shall commence and complete the Redevelopment Project pursuant to the following schedule:

Activity	**Maximum Time for Performance**
Commence clearing and demolition of the Redevelopment Area	150 days after execution of this Agreement
Open Amusement Uses to the general public	December 31, 2025
Submit Certificate of Substantial Completion for Work	December 31, 2026

(b) The Developer and its project teams shall (1) submit monthly written reports to the Board of Aldermen regarding the status of constructing the Work and leasing the commercial space included therein (provided, the Developer does not have to disclose any tenants or prospective tenants that the Developer, in its sole discretion, determines the disclosure of which will harm lease negotiations or other business relationships, unless the City or its designated legal or financial consultants enter into a non-disclosure agreement to keep such information confidential) and (2) upon reasonable notice, meet with the City Administrator and such other City staff and consultants as designated by the City Administrator to review and discuss the design and construction of the Work to enable the City to monitor the status of construction and to determine that the Work is being performed and completed in accordance with this Agreement and the Municipal Code.

(c) The Developer shall have the one time right to extend one of the maximum times for performance set forth in (a) above for a period of 30 days provided that the Developer is diligently pursuing the completion of the Redevelopment Project and has provided written notice to the City not less than 30 days prior to the applicable deadline set forth above.

3.4. Construction of the Redevelopment Project.

(a) Construction of the Work shall be pursued in a good and workmanlike manner in accordance with the terms of this Agreement.

(b) Before entering into a joint venture, co-developer or sub-development arrangement with an entity whose principals are not a Related Party, the Developer will provide the City Administrator with information reasonably demonstrating that such entity has sufficient expertise to carry out each component of the Redevelopment Project for which such entity is responsible.

3.5. Construction Contracts; Insurance.

(a) The Developer may enter into one or more construction contracts to complete the Work. All construction contracts entered into by or on behalf of the Developer after the date of this Agreement shall state that the contractor has no recourse against the City in connection with the contractor's construction of the applicable portion of the Work. The Developer will provide written notice to the City of any mechanic's or materialmen's liens filed against the Redevelopment Projects within 10 days of receipt of service of such lien. The Developer shall resolve all such liens within 60 days of receipt of service unless, before such time, the Developer provides a written explanation of the nature of the business dispute and the City Administrator agrees to extend the period for resolution of the litigation.

(b) The Developer shall obtain or shall require any contractor to obtain workers' compensation, commercial public liability and builder's risk insurance coverage in amounts required by the City pursuant to **Section 7.10** and shall deliver evidence of such insurance to the City. The Developer shall require that such insurance be maintained by the contractors for the duration of the construction of the applicable portion of the Work. The Developer shall be responsible for ensuring that contractors construct the Work in a good and workmanlike manner in accordance with the terms of this Agreement.

3.6. Competitive Bids; Prevailing Wage; Federal Work Authorization.

(a) The Developer shall comply with all federal, State and local laws relating to the construction of the Redevelopment Project, including, but not limited to, Section 107.170, RSMo., and laws relating to the payment of prevailing wages and competitive bidding, to the extent such laws are applicable to the Redevelopment Project or portions thereof.

(b) The Developer acknowledges that it must comply with Section 285.530, RSMo. regarding enrollment and participation in a federal work authorization program with respect to their respective employees working in connection with the Redevelopment Project. The Developer represents and warrants that it is in compliance with Section 285.530, RSMo. at the time of execution of this Agreement and has provided a sworn affidavit and supporting documentation affirming participation in a qualified work authorization program as evidence thereof.

3.7. Governmental Approvals. The City agrees to cooperate with the Developer and to process and timely consider all complete applications for the Governmental Approvals as received, all in accordance with the applicable City ordinances and laws of the State.

3.8. Concept Site Plan; Approved Site Plan; Zoning.

(a) *Approval of Concept Site Plan and Approved Site Plan.* The City hereby approves the Concept Site Plan. Such approval does not exempt the Developer from any zoning or site plan review process required by the Municipal Code. The parties agree that the Approved Site Plan shall govern the ultimate design and construction of the Redevelopment Project. Notwithstanding the foregoing, any site plan submitted by the Developer for approval as the Approved Site Plan must not, without the City's advance consent, result in such a change in the Redevelopment Project as would require compliance with the notice and hearing requirements of Section 99.825 of the TIF Act.

(b) *Changes.* During the progress of the Work, the Developer may make changes to the Approved Site Plan as permitted by the Municipal Code.

(c) *Zoning.* The Developer will apply to the City for E-3 Entertainment Overlay zoning or such other zoning designation as recommended by the City Planner for the Amusement Uses and waterpark

portions of the Redevelopment Project within 90 days of acquiring the necessary portions of the Property for the applicable portions of the Work. Nothing in this Agreement is intended to alter the City's generally applicable procedures for land use approvals.

3.9 Construction Plans.

(a) The Construction Plans shall be prepared by one or more professional engineers or architects licensed to practice in the State. The Construction Plans and all construction practices and procedures with respect to the Work shall conform with all applicable State and local laws, ordinances and regulations, including, but not limited to, any performance, labor and material payment bonds required for public improvements. The Developer shall submit Construction Plans for approval by the City's Building Department and the City Engineer in sufficient time to allow for review of the plans in accordance with applicable City ordinances and procedures and in accordance with the schedule set forth in **Section 3.3**. The plans shall be in sufficient completeness and detail to show that construction will be in conformance with the Approved Site Plan and this Agreement.

(b) Before commencement of construction or during the progress of the Work, the Developer may make such reasonable changes, including, without limitation, modification of the areas in which the Work is to be performed, relocation, expansion or deletion of items, revisions to the areas and scope of the Work, and any and all such other changes as site conditions or orderly development may dictate or as may be required to meet any reasonable requests of prospective tenants or purchasers of any real property located within the Redevelopment Area or as may be necessary or desirable, in the sole determination of the Developer, to enhance the economic viability of the Redevelopment Project and as may be in furtherance of the general objectives of the Redevelopment Plan; provided that, (1) the Developer shall obtain all necessary approvals and comply with all laws, regulations and ordinances of the City, (2) any changes shall not result in an extension of the time for performance of any obligation under this Agreement, and (3) the Developer shall obtain the City's advance written consent to any change that would, in the opinion of the City Attorney or special counsel retained by the City, result in such a change in the Redevelopment Projects as would require compliance with the notice and hearing requirements of Section 99.825 of the TIF Act.

3.10. Special Development Conditions.

(a) The Developer acknowledges that in consideration of the public participation in financing Redevelopment Project Costs, the City expects that:

(1) the Redevelopment Project will include enhanced aesthetic features, including facades, landscaping, and plaza areas in similar or superior quality and design to the renderings attached hereto as **Exhibit G**; and

(2) the Redevelopment Project will include at least 10 rides and attractions that are not available elsewhere in Camden County, Miller County and Morgan County as of the date of this Agreement, including without limitation, a skywheel and a simulated surfing experience attraction (or other comparable attraction acceptable to the City), as depicted in the Concept Site Plan.

(b) The Hotel constructed as part of the Redevelopment Project shall be initially opened as and continue to be operated as a Marriott or an "Upper Upscale" or better rated hotel (based on the STR chain scales https://hotelnewsnow.com/Media/Default/Images/chainscales.pdf) (the *"Hotel Quality Standard"*). Notwithstanding anything to the contrary contained herein, if the Hotel ceases to satisfy the Hotel Quality Standard, the Developer shall notify the City in writing of such failure and the Developer shall, subject to **Section 7.7**, have six months thereafter to bring the operation of the Hotel into conformance with the Hotel Quality Standard. If, after the expiration of the six month period (or such longer period permitted by

Section 7.7), the Hotel does not satisfy the Hotel Quality Standard then, notwithstanding anything to the contrary herein, the inclusion of the City Hotel Tax Rebate in Available Revenues will be suspended until the Hotel once again satisfies the Hotel Quality Standard. The Developer shall not be entitled to any City Hotel Tax Rebate revenue lost due to such suspension.

(c) Beginning in the year after the year in which the Certificate of Substantial Completion is approved or deemed approved pursuant to **Section 3.12**, the Developer will ensure that a majority of the Amusement Uses are open to the public during at least 150 days each calendar year and that the waterpark is open to the public and guests of the Hotel at least 250 days each calendar year. The dates that the Amusement Uses and waterpark are open shall generally conform with the [*Seasonality Report dated _____, 2023*] provided by the Developer to the City (the *"Expected Seasonality Usage"*); provided, however, the Parties acknowledge that maintenance, cleaning, weather conditions, conventions and other factors may cause minor variations between the actual dates that the Amusement Uses and waterpark are open and the Expected Seasonality Usage. No later than each January 31, the Developer shall report compliance with this subsection in writing to the City. Notwithstanding the foregoing, the Developer's obligation to be open and operate the Amusement Uses and waterpark a minimum number of days pursuant to this subsection may be excused in the same manner that times for performance may be extended pursuant to **Section 7.7** (for example, if circumstances permit a time for performance to be extended by 10 days pursuant to **Section 7.7**, then those circumstances would reduce the 150 day and 250 day requirements above to 140 and 240, respectively, provided the Developer complied with procedural requirements of **Section 7.7**, including, without limitation, the written notice requirement).

(d) The Developer shall use commercially reasonable efforts to allow free daily use of boat slips in the marina portion of the Redevelopment Project. However, commercially reasonable efforts shall not preclude the Developer from charging daily and overnight fees to Hotel guests for the use of boat slips or from charging fees for use of a boat slip during a special event. The Developer shall not knowingly permit anyone to sleep on a docked boat overnight.

(e) Unless otherwise consented to the City, the Parking Garage will be maintained as free parking for visitors of the Amusement Uses. Notwithstanding the foregoing, (1) nothing herein shall be construed as prohibiting the Developer from charging parking fees to Hotel guests or establishing reasonable operating restrictions (such as prohibiting overnight parking for non-Hotel guests) and (2) if the City consents to parking fees for visitors of the Amusement Uses, the Parties agree that such revenues will be first used to pay costs of operating and maintaining the garage (including funding appropriate reserves for repair, replacement and maintenance), and any remaining revenues will be included in TDD Revenues available to pay TIF Obligations and Subordinate TIF Obligations.

3.11. Tenant Selection; Prohibited Uses.

(a) The Developer agrees to use best efforts to secure the high quality, unique users for the Redevelopment Project (unique users being users that do not already have locations within Camden County, Miller County and Morgan County). If the Developer obtains a tenant identified through the City's NextSite service or similar provider, the Developer shall reimburse the City for any success fee paid by the City to the service provider within 10 days written demand by the City.

(b) Because the Redevelopment Area is aimed at entertainment and tourism, the following types of uses shall not be permitted within the Redevelopment Area unless approved in writing by the City: (1) adult entertainment, (2) adult bookstores, (3) miniature golf courses, go-kart tracks and bumper cars (which the Developer acknowledges are already available in the City), (4) laundromats, (5) marijuana-related businesses, (6) pawn shops, (7) payday loan, (8) title loan, (9) check-cashing and similar uses, (10) thrift or secondhand stores, (11) retailers who engage primarily in buy-out or liquidation merchandise,

discount general merchandise (e.g., Family Dollar, Dollar General or Dollar Tree), gas stations, convenience stores (e.g., QuikTrip or Bucee's), (12) grocery retailers (except those which are included in the Hotel structure and less than 1,000 square feet in total area), (13) professional services (including but not limited to medical offices, law firms, accountants, and other such service businesses which deal in primarily non-taxable services), (14) storage facilities (including short- and long-term), (15) dealers of titled vehicles (including cars, trucks, ATVs, RVs, boats, and PWCs), (16) booths or kiosks for off-premises sales, (17) private fitness centers which are not accessories to the Hotel, (18) other private clubs which are not accessories to the Hotel, and (19) non-profit entities.

3.12. Certificate of Substantial Completion.

(a) Upon substantial completion of the Work, the Developer shall furnish a Certificate of Substantial Completion to the City. The Certificate of Substantial Completion shall be in substantially the form of **Exhibit C**.

(b) The appropriate City official shall diligently process the submitted Certificate of Substantial Completion, including making such inspections as may be reasonably necessary to verify the accuracy of the project architect's certifications accompanying the Certificate of Substantial Completion. The appropriate City official shall accept or reject the Certificate of Substantial Completion, and the accompanying certifications of the project architect, and shall do so in writing within 45 days following delivery to the City. If the City fails to approve or reject the Certificate of Substantial Completion in writing within such 45-day period, then the Developer shall notify the City in writing of its failure to take action on the Certificate of Substantial Completion and the City shall have 30 days from receipt of such notice to accept or reject the Certificate of Substantial Completion in writing. If the City has not accepted or rejected the Certificate of Substantial Completion within such 30-day period, the Certificate of Substantial Completion shall be deemed accepted by the City. If the appropriate City official rejects the Certificate of Substantial Completion and/or accompanying certifications, such rejection shall specify in reasonable detail in what respects the Developer has failed to complete the applicable Work in reasonable accordance with the provisions of this Agreement, or in what respects the Developer is otherwise in default, and what reasonable measures or acts the Developer must take or perform, in the reasonable opinion of such City official, to obtain such acceptance.

(c) Upon acceptance (or deemed acceptance) of the Certificate of Substantial Completion by the City, the Developer may record the Certificate of Substantial Completion with the Camden County Recorder, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to perform the applicable Work in accordance with this Agreement.

3.13. Community Improvement District.

(a) The Developer and the City shall cause the CID, promptly following constitution of a board of directors, to (1) authorize and enter into the Cooperation Agreement and (2) take such steps as are necessary (including casting votes as a qualified voter under the CID Act) to impose the CID Sales Tax and the CID Special Assessment.

(b) The parties agree that, for so long as the Developer or a Related Party owns any of the Property, it will authorize three designees of the City's Mayor to be its authorized representative for purposes of qualifying to be appointed to the CID's Board of Directors.

(c) The City acknowledges that the CID is integral to the financing of the Redevelopment Project, and in that regard the City will cooperate with and assist the Developer in all proceedings relating to the creation and certification of the CID.

(d) The CID will not issue any bonds, notes and other obligations except as expressly provided in the Cooperation Agreement.

(e) The parties agree that while tax increment financing is in effect in the Redevelopment Area, 50% of the revenues attributable to the CID Sales Tax will, pursuant to Section 99.845 of the TIF Act, be transferred to or at the direction of the City for deposit into the EATS Account of the Special Allocation Fund, and the City and the Developer will cause the CID to provide the necessary consents thereto required by Section 99.845.3 of the TIF Act. In addition, the City and the Developer will cause the CID to transfer all other CID Revenues that constitute Available Revenues (i.e., CID Special Assessment Revenues and portion of CID Sales Tax revenues not required to be deposited into the Special Allocation Fund by operation of the TIF Act, less the CID Annual Operating Costs) to the Bond Trustee in accordance with the Financing Agreement and the Bond Indenture.

(f) Once all TIF Obligations and Subordinate TIF Obligations have been repaid, the City and the Developer will cooperate to cause the CID to be dissolved.

(g) So long as any TIF Obligations or Subordinate TIF Obligations are outstanding, the CID Sales Tax and the CID Special Assessment may not be repealed or reduced.

(h) The Developer and the City shall cause the CID to promulgate specific forms and procedures for the collection and reporting of CID Special Assessment revenues. The City, the TIF Monitor and the Bond Trustee shall all have authority to audit any CID Special Assessment reports.

(i) The Developer and the City shall, to the extent within their respective controls, cause the CID to fully cooperate in the issuance of any TIF Obligations or Subordinate TIF Obligations, and shall further cause the CID to fully cooperate with the Bond Trustee and TIF Monitor in connection with any ongoing reporting obligations related to the TIF Obligations or Subordinate TIF Obligations.

3.14. Transportation Development District.

(a) The Developer and the City shall cause the TDD, promptly following constitution of a board of directors, to (1) authorize and enter into the Cooperation Agreement and (2) take such steps as are necessary (including casting votes as a qualified voter under the TDD Act) to impose the TDD Sales Tax and the TDD Special Assessment.

(b) The parties agree that, for so long as the Developer or a Related Party owns any of the Property, it will (1) authorize three designees of the City's Mayor to be its authorized representative for purposes of qualifying to be appointed to the TDD's Board of Directors and (2) as an owner of Property within the TDD, cast its votes to elect the Mayor's designees to the TDD Board of Directors.

(c) The City acknowledges that the TDD is integral to the financing of the Redevelopment Project, and in that regard the City will cooperate with and assist the Developer in all proceedings relating to the creation and certification of the TDD.

(d) The TDD will not issue any bonds, notes and other obligations except as expressly provided in the Cooperation Agreement.

(e) The parties agree that while tax increment financing is in effect in the Redevelopment Area, 50% of the revenues attributable to the TDD Sales Tax will, pursuant to Section 99.845 of the TIF Act, be transferred to or at the direction of the City for deposit into the EATS Account of the Special Allocation

Fund, and the City and the Developer will cause the TDD to provide the necessary consents thereto required by Section 99.845.3 of the TIF Act. In addition, the City and the Developer will cause the TDD to transfer all other TDD Revenues that constitute Available Revenues (i.e., TDD Special Assessment Revenues and portion of TDD Sales Tax revenues not required to be deposited into the Special Allocation Fund by operation of the TIF Act, less the TDD Annual Operating Costs) to the Bond Trustee in accordance with the Financing Agreement and the Bond Indenture.

(f) Once all TIF Obligations and Subordinate TIF Obligations have been repaid, the City and the Developer will cooperate to cause the TDD to be dissolved.

(g) So long as any TIF Obligations or Subordinate TIF Obligations are outstanding, the TDD Sales Tax and the TDD Special Assessment may not be repealed or reduced.

(h) The TDD Special Assessment shall not be imposed on any property owned by the City.

(i) The Developer and the City shall, to the extent within their respective controls, cause the TDD to fully cooperate in the issuance of any TIF Obligations or Subordinate TIF Obligations, and shall further cause the TDD to fully cooperate with the Bond Trustee and TIF Monitor in connection with any ongoing reporting obligations related to the TIF Obligations or Subordinate TIF Obligations.

ARTICLE IV

REIMBURSEMENT OF DEVELOPER COSTS

4.1. City's Obligation to Reimburse Developer. The City agrees to reimburse the Developer, but solely from the proceeds of the TIF Obligations and Subordinate TIF Obligations as provided herein, for verified Reimbursable Redevelopment Project Costs in an amount not to exceed the Maximum Reimbursement Amount. Financing of the Maximum Reimbursement Amount through the issuance of TIF Obligations and Subordinate TIF Obligations shall be subject to the following limitations:

(a) No more than the amount of $10,896,473 plus an allocable share of Issuance Costs, accrued or capitalized interest, reserve funds, and other financing transaction costs may be payable from Available Revenues consisting of New State Revenues;

(b) No more than the amount of $51,886,524 (or $50,086,524 if the Fire District is not executed prior to the initial issuance of TIF Obligations) plus an allocable share of Issuance Costs, accrued or capitalized interest, reserve funds, and other financing transaction costs may be payable from Available Revenues consisting of PILOTs, EATs (including CID Sales Tax revenues and TDD Sales Tax revenues deposited in the Special Allocation Fund by operation of the TIF Act) and the City Hotel Sales Tax Rebate; and

(c) Any or all of the Maximum Reimbursement Amount, accrued or capitalized interest, reserve funds, and other financing transaction costs may be paid from CID Revenues and TDD Revenues, to the eligible under the CID Act and the TDD Act, respectively.

4.2. Reimbursements Limited to Reimbursable Redevelopment Project Costs. Reimbursements to the Developer are limited to costs that qualify as "redevelopment project costs" under Section 99.805(16) of the TIF Act, plus Issuance Costs. Reimbursable Redevelopment Project Costs incurred by the Developer will be eligible for reimbursement upon compliance with the following procedures:

(a) The Developer may submit to the City a Certificate of Reimbursable Redevelopment Project Costs in substantially the form attached as **Exhibit D** hereto. Such Certificate shall be accompanied by itemized invoices, receipts or other information that will demonstrate that any cost has been incurred and qualifies for reimbursement pursuant to this Agreement.

(b) The City shall notify the Developer in writing within 30 days after each submission of its approval or disapproval of the costs identified in each Certificate of Reimbursable Redevelopment Project Costs. If the City determines that any cost identified as a Reimbursable Redevelopment Project Cost is not a Reimbursable Redevelopment Project Cost under this Agreement, the City shall so notify the applicable Developer in writing within 30 days after the submission, identifying the ineligible cost and the basis for determining the cost to be ineligible. The Developer shall then have the right to identify and substitute other Redevelopment Project Costs as Reimbursable Redevelopment Project Costs, which shall be included with a supplemental application for payment submitted within 15 days after the City's notification of any ineligible costs. The City shall then review and notify the Developer in writing within 30 days after submission of its approval or disapproval of the costs identified in the supplemental application for payment. If the City fails to approve or disapprove the Certificate of Reimbursable Redevelopment Project Costs within 30 days of submission, the Certificate shall be deemed approved. The amount of Reimbursable Redevelopment Project Costs included in all approved Certificates of Reimbursable Redevelopment Project Costs shall not exceed the Maximum Reimbursement Amount.

(c) The Developer shall provide such information, books and records as the City may reasonably request for the City to confirm that any cost submitted qualifies as a Reimbursable Redevelopment Project Cost under this Agreement has been incurred and paid by the Developer or will be paid from the Project Fund upon approval of the Certificate. The City may retain such consultants as it deems necessary in connection with such review, the cost of which shall be paid from the funds deposited pursuant to **Section 2.2(b)**.

4.3. City's Obligations Limited to Special Allocation Fund and Bond Proceeds. Notwithstanding any other term or provision of this Agreement, Reimbursable Redevelopment Project Costs shall be payable or reimbursable only from bond proceeds deposited into Project Funds associated with TIF Obligations and Subordinate TIF Obligations, the Special Allocation Fund and from no other source.

ARTICLE V

OBLIGATIONS

5.1. Issuance of TIF Obligations.

(a) The Developer and the City shall cooperate (and shall cause the CID and the TDD to cooperate) with the MDFB to issue to TIF Obligations subject to the following conditions:

(1) the City shall select Bond Counsel, the Bond Trustee, the financial advisor and the underwriter or placement agent for any TIF Obligations (notwithstanding the foregoing, the City agrees that Stifel, Nicolaus & Company, Incorporated may serve as underwriter or placement agent);

(2) a revenue consultant reasonably acceptable to the City shall have prepared a revenue study indicating that the projected Available Revenues are not, in the City's reasonable determination, materially different than the projections included in the cost-benefit analysis prepared by the Developer in connection with the Redevelopment Plan;

(3) the City, the CID, the TDD and the MDFB shall enter into a Financing Agreement providing the for the transfer of Available Revenues to the Bond Trustee for repayment of TIF Obligations;

(4) the City shall have approved by the Bond Indenture and any other applicable documents (including, without limitation, a continuing disclosure agreement and tax compliance agreement, if applicable) in substantially final form by ordinance;

(5) no default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Developer under this Agreement;

(6) the Developer shall have (or will simultaneously with the issuance of the TIF Obligations) enter into a guaranteed maximum price construction contract or contracts for the construction of the Redevelopment Project (notwithstanding the foregoing, the waterpark portion of the Redevelopment Project may be constructed pursuant to a cost plus construction contract so long as the Developer provides other assurances of completion reasonably acceptable to the City);

(7) the Developer shall (A) obtain private financing sources and (B) obtain commitments for equity satisfactory to the City and the Underwriter for all private financing and equity sources necessary to complete the Redevelopment Project;

(8) the Developer shall have provided to the City's reasonable satisfaction, evidence of commitments to build and operate the Amusement Uses, the Hotel (which satisfies the requirements of **Section 3.10(b)**) and the waterpark included in the Redevelopment Project;

(9) the Developer shall have acquired the Timeshare Property or otherwise obtained control of the Timeshare Property to the City's satisfaction;

(10) the final maturity of the TIF Obligations may not exceed December 31, 2063; provided, however, Available Revenues consisting of TIF Revenues and the City Hotel Sales Tax Rebate will cease to be available after [*June __*], 2046 (i.e., 23 years from the adoption of the TIF Ordinance) and Available Revenues consisting of CID Revenues will cease to be available after [*June __*], 2050 (i.e., 27 years from the formation of the CID);

(11) the Developer has applied for and obtained (A) an E-3 Entertainment Overlay (or other zoning designation and zoning permits acceptable to the City) for the applicable portion of the Redevelopment Area, (B) a building permit for one or more Parking Garages collectively containing at least 800 spaces, and (C) a site development permit for the Hotel;

(12) the City, in consultation with its financial advisor and any applicable underwriter or placement agent, determines that a reasonably prudent issuer of municipal securities would find that the then-current market conditions are sufficient to support the proposed issuance of TIF Obligations (which the parties acknowledge that as of the date of this Agreement, would constitute

an all-costs included true interest cost not more than 350 basis points in excess of the 30-year 'AAA' benchmark tax-exempt interest rate assuming a 5% coupon); and

(13) until such time as a Certificate of Substantial Completion is approved or deemed approved pursuant to **Section 3.12**, (A) the proceeds of any TIF Obligations may only be used for capitalized interest, reserve funds, Issuance Costs and Reimbursable Redevelopment Project Costs associated with certain infrastructure costs, which shall be further described in the Bond Indenture and (B) the net proceeds of any TIF Obligations after payment of Issuance Costs, capitalized interest, reserve funds and other financing transaction costs, shall be used to pay Reimbursable Redevelopment Project Costs (but not including any Acquisition Costs) in an amount not to exceed $55,000,000 associated with the Parking Garage and other infrastructure costs described in the Bond Indenture.

(b) Notwithstanding the foregoing, the City and the Developer agree and acknowledge that additional conditions and restrictions on the issuance of TIF Obligations and the use of proceeds from the sale of TIF Obligations may be included in the Financing Agreement and the Bond Indenture, including, without limitation, (1) the use of other financing sources concurrently with the proceeds of TIF Obligations to fund Redevelopment Project Costs and (2) a specific description of any infrastructure costs to be funded by proceeds of the TIF Obligations prior to approval or deemed approval of the Certificate of Substantial Completion.

(c) The City and the Developer intend for an amount of proceeds of the TIF Obligations sufficient to fund the cost of the Parking Garage to be made available to the TDD to pay the costs of completing the Parking Garage.

(d) Following approval or deemed approval of a Certificate of Substantial Completion pursuant to **Section 3.12**, the City and the Developer shall cooperate, from time to time (and subject to the City's determination of acceptable market conditions in similar manner to (a)(12) above), to issue additional TIF Obligations to (1) reimburse any remaining Reimbursable Redevelopment Project Costs not paid from the proceeds of prior TIF Obligations (but not to exceed the Maximum Reimbursement Amount) and (2) refund any previously issued TIF Obligations to achieve interest cost savings.

(e) Notwithstanding anything to the contrary contained herein, if TIF Obligations are not issued by December 31, 2024 because any of the conditions set forth in (a)(2) or (a)(6)-(9) have not been satisfied by the Developer, the City may terminate this Agreement upon 10 days written notice to the Developer. **Section 7.7** shall not apply to this paragraph.

5.2. Subordinate TIF Obligations.

(a) Following the approval or deemed approval of a Certificate of Substantial Completion pursuant to **Section 3.12** and the approval or deemed approval of Certificates of Reimbursable Redevelopment Project Costs up to the Maximum Reimbursement Amount pursuant to **Section 4.2**, the MDFB or the City may issue Subordinate TIF Obligations to the Developer, a Related Party or a Lender.

(b) Notwithstanding anything to the contrary contained herein:

(1) no Subordinate TIF Obligations shall be issued unless the City approves the form of the applicable Bond Indenture by ordinance;

(2) the interest rate on the Subordinate TIF Obligations shall not exceed the lesser of (A) 100 basis points above the all-costs included true interest cost of all outstanding TIF

Obligations (or, if no TIF Obligations are outstanding, an interest rate determined in the manner described in **Section 5.1(a)(11)**) or (B) the maximum interest rate permitted by law;

(3) the Developer shall advance or cause to be advanced all Issuance Costs associated with the Subordinate TIF Obligations;

(4) the Subordinate TIF Obligations may be cancelled if this Agreement is terminated in whole or in part pursuant to **Section 5.6** and **Section 7.2**; and

(5) unless otherwise approved by the City, Subordinate TIF Obligations may not be transferred to any entity other than the Developer, a Related Party or a Lender.

(c) Unless otherwise provided in the Bond Indenture, no Available Revenues shall be applied to the payment of principal of and interest on the Subordinate TIF Obligations while TIF Obligations are outstanding.

5.3. Cooperation in the Issuance and Administration of TIF Obligations.

(a) If the MDFB issues TIF Obligations, the Developer covenants to cooperate and take all reasonable actions necessary to assist the MDFB, the City and Bond Counsel, underwriters and financial advisors in the preparation of offering statements, private placement memorandum or other disclosure documents and all other documents necessary to market and sell the TIF Obligations, including (1) disclosure of tenants and other operating businesses within the Redevelopment Area and the non-financial terms of the leases and operating agreements between the Developer and such tenants, and (2) providing sufficiently detailed estimates of Reimbursable Redevelopment Project Costs so as to enable Bond Counsel to render its opinion as to the tax-exemption of TIF Obligations. The Developer shall, if requested by the City, execute a continuing disclosure agreement or undertaking, whereby the Developer will be required to provide annual updates to certain operating information, including the information regarding tenant leases or other operating businesses within the Redevelopment Area described above. The Developer will not be required to disclose to the general public or any investor the rent payable under any such lease or any proprietary or confidential financial information pertaining to the Developer, its tenants or the leases with its tenants, but upon the execution of a confidentiality agreement acceptable to the Developer, the Developer will provide such information to the City's financial advisors, underwriters and their counsel to enable such parties to satisfy their due diligence obligations. Such compliance obligation shall be a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement.

(b) Notwithstanding anything to the contrary contained herein, the City and the Developer acknowledge and agree that, if recommended by Bond Counsel, TIF Obligations may be issued in separate series payable from separate portions of the Available Revenues (for example, Bond Counsel may recommend a separate series of TIF Obligations payable only from New State Revenues).

(c) The Developer and the City agree that a TIF Monitor will be used to assist in administering any TIF Obligations. The City Administrative Fee shall not be used to pay the cost of the TIF Monitor.

5.4. City to Select Bond Counsel, Underwriter and Consultants; Term and Interest Rate. The City shall select Bond Counsel, underwriters, financial advisors and consultants as the City deems necessary for the issuance of the TIF Obligations. The TIF Obligations shall bear interest at such rates, shall be subject to redemption and shall have such terms as the City, following consultation with the Developer, underwriters, financial advisors and consultants, shall reasonably determine in conformance with the terms of this Agreement. Subordinate TIF Obligations shall bear interest at rate equal to (a) if the

interest on the Subordinate TIF Obligations is determined to be excludable from gross income for federal income tax purposes by Bond Counsel, 7.00%, or (b) if the interest on the Subordinate TIF Obligations is determined to be included in gross income for federal income tax purposes by Bond Counsel, 8.00%.

5.5. No Other Obligations or Uses of Available Revenues. The City shall not issue any other indebtedness or obligations secured by Available Revenues deposited into the account of the Special Allocation Fund from which the TIF Obligations and Subordinate TIF Obligations, if any, are or will be secured. Following the redemption and payment in full of the TIF Obligations and Subordinate TIF Obligations, the City may dissolve the Special Allocation Fund.

5.6. Public Participation and Investment Deficit.

(a) Attached as **Exhibit H** hereto is the Developer's current estimated cost of the Redevelopment Project. Within one year following the Developer's submission of a Certificate of Substantial Completion in accordance with **Section 3.12** (or at any point prior to such time as Developer shall desire), the Developer shall furnish to the City a statement of Verified Project Costs incurred to such point. The Developer shall also furnish reasonable back-up documentation supporting such costs sufficient to satisfy the City as to the accuracy of such statement.

(b) Within 30 days of Developer's submittal of Verified Project Costs, the City shall review the same to determine if an Investment Deficit exists. If an Investment Deficit exists, then, notwithstanding anything to the contrary contained herein, the Maximum Reimbursement Amount shall be reduced by $0.22 for each $1.00 of Investment Deficit (such amount being the "*Clawback Amount*") and the total amount of TIF Obligations and Subordinate TIF Obligations that could be issued under this Agreement shall be reduced by such Clawback Amount (and if TIF Obligations and Subordinate TIF Obligations exceeding Maximum Reimbursement Amount less the Clawback Amount have already been issued, principal amount of the Subordinate TIF Obligations equal to the Clawback Amount shall be cancelled).

(c) Notwithstanding subsections (a) and (b), the Developer may, within the one-year period referenced in subsection (a), submit additional statements of Verified Project Costs following the submission of an initial statement of Verified Project Costs. Upon any such additional submission, the City shall (1) recalculate the Investment Deficit as provided in subsection (b) using the total of the new and all previously submitted Verified Project Cost statements, (2) recalculate the adjustment in the Maximum Reimbursement Amount as provided in subsection (b), (3) reinstate the applicable portion of the Subordinate TIF Obligations previously cancelled to reflect the newly adjusted Maximum Reimbursement Amount, and (4) notify the Developer of the newly-adjusted Maximum Reimbursement Amount.

5.7. Sales Tax Exemption on Construction Materials. Pursuant to Ordinance No. 23.___, the City shall participate in one or more issuances of taxable industrial revenue bonds to facilitate a sales and use tax exemption on construction materials used to construct the Redevelopment Project.

ARTICLE VI

SPECIAL ALLOCATION FUND; COLLECTION AND USE OF TIF REVENUES

6.1. Special Allocation Fund. The City agrees to cause its Finance Director or other financial officer to maintain the Special Allocation Fund, including within such fund a "*PILOTS Account,*" an "*EATS Account,*" a "*New State Revenues Account"* and a *"City Hotel Sales Tax Rebate Account."* Subject to the requirements of the TIF Act and, with respect to Economic Activity Taxes and the City Hotel Sales Tax

Rebate, subject to annual appropriation by the Board of Aldermen, the City will, promptly upon receipt thereof, deposit all Payments in Lieu of Taxes generated from the Redevelopment Area into the PILOTS Account, all Economic Activity Taxes generated from the Redevelopment Area that constitute TIF Revenues into the EATS Account, all New State Revenues received from the State into the New State Revenues Account, and the City Hotel Sales Tax Rebate into the City Hotel Sales Tax Rebate Account. The City shall take such actions as it deems reasonable to cause the Assessor, the County Collector, and the Missouri Department of Revenue to perform all duties required to be performed pursuant to Section 99.845 of the TIF Act. Notwithstanding the foregoing, for the purpose of easing administrative burdens, the City may, in its discretion, direct the State, the CID and the TDD to transfer funds that would otherwise be deposited into the Special Allocation Fund directly to the Bond Trustee for application as provided in the Bond Indenture.

(a) *Certificate of Total Initial Equalized Assessed Value*. The City shall provide to the Developer, within 30 days after the City's receipt thereof, the Camden County Assessor's calculation of the total initial assessed value of all taxable property within the Redevelopment Area, determined pursuant to Section 99.855.1 of the TIF Act.

(b) *Certificate of Initial Economic Activity Tax Revenues*. The City shall provide to the Developer and shall file with Camden County, within 30 days after the City's receipt thereof, a certification of the total additional revenues from Economic Activity Taxes that are eligible pursuant to the TIF Act or other Missouri law for deposit into the Special Allocation Fund and which were imposed by the City or other taxing districts for economic activities within the Redevelopment Area in the calendar year prior to the adoption of tax increment financing for such area.

(c) *Consent to Release of Sales Tax Information.* If there are five (5) or fewer tenants generating sales taxes within the Redevelopment Area, the CID or the TDD, the Developer shall cause each such tenant to deliver a consent to disclose sales tax information allowing the City, the State, the CID and the TDD to make public sales tax information for the purposes of (1) complying with reporting requirements contained in the TIF Act, the CID Act and the TDD Act, (2) providing such information to the Trustee for any TIF Obligations and (3) making certain disclosures associated with any public offering of TIF Obligations. Receipt of such consent, to the extent required by this subsection, shall be a prerequisite to the issuance of the TIF Obligations.

6.2. Application of Available Revenues.

(a) Available Revenues will be applied in the manner required by the Financing Agreement and the Bond Indenture, provided that Available Revenues shall be used to pay arbitrage rebate (if any), Bond Trustee fees and TIF Monitor fees prior to payment of debt service on any TIF Obligations. The City shall deduct the applicable City Administrative Fee from TIF Revenues on deposit in the Special Allocation Fund prior to the transfer of any Available Revenues to the Bond Trustee pursuant to the Financing Agreement and the Bond Indenture.

(b) The City and the Developer also agree that Available Revenues may, if recommended by Bond Counsel, be bifurcated so that portions of the Available Revenues are used to pay separate series of TIF Obligations.

(c) If the moneys available in the Special Allocation Fund are insufficient to pay the City Administrative Fee by March 31 of each year, then the unpaid portion shall accrue interest thereon at the Prime Rate until the City Administrative Fee is paid in full.

(d) The City agrees to direct the officer of the City charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the Board of Aldermen for each fiscal year that the TIF Obligations are outstanding a request to appropriate all moneys in the EATS Account, the New State Revenues Account and the City Hotel Sales Tax Rebate Account in the manner provided by this Section and in the Bond Indenture.

(e) Following the redemption and payment in full of the TIF Obligations, the City may utilize any excess Available Revenues that are not needed to pay the TIF Obligations to pay any other authorized Redevelopment Project Costs, including Subordinate TIF Obligations.

6.3. Developer Cooperation in Determining Available Revenues.

(a) The Developer (or its successor(s) in interest as an owner or owner(s) of the affected portion(s) of the Redevelopment Area) shall:

(1) require each "seller" (as that term is defined in Section 144.010(10) of the Revised Statutes of Missouri, as amended) located in the Redevelopment Area that has multiple business operations within the City to file a separate Missouri Department of Revenue Form 53-1 for each location in order to separately identify and declare all sales taxes originating within the Redevelopment Area;

(2) supply or cause to be promptly supplied to the City, monthly sales tax information of each "seller" (as that term is defined in Section 144.010(10), RSMo.) in a form substantially similar to the monthly sales tax returns filed with the Missouri Department of Revenue;

(3) cause any hotel within the Redevelopment Area to provide the City, the CID and TDD, at their respective requests, with a breakdown between hotel room sales and non-hotel room sales, as necessary to for each such entity to calculate the amount of Economic Activity Taxes to be deposited into the Special Allocation Fund;

(4) make good faith efforts to assist the City in compiling any information that the City must publicly report, including, without limitation, the information required by Section 99.865.1 of the TIF Act; and

(5) include a provision in every new or amended lease, purchase agreement or similar agreement requiring any lessee, purchaser or transferee of real property or other user of real property located within the Redevelopment Area that states:

> **Economic Activity Taxes:** [*Tenant/Purchaser/Transferee*] acknowledges that the Premises are a part of a tax increment financing district ("TIF District") created by the City of Osage Beach, Missouri (the "City") and that certain taxes generated by [*Tenant/Purchaser/Transferee*]'s economic activities, including sales taxes, will be applied toward the costs of improvements for the development that the Premises are part of. Upon the request of [*Landlord/Seller/Transferor*] or the City, [*Tenant/Purchaser/Transferee*] shall forward to the City monthly or quarterly, as applicable, sales tax information in a form substantially similar to the sales tax returns filed with the Missouri Department of Revenue for its property located in the TIF District, and, upon request, shall provide such other reports and returns regarding other local taxes generated by [*Tenant/Purchaser/Transferee*]'s economic activities in the TIF District as the City shall require, all in the format prescribed by them. Sales tax confidentiality shall be protected by the City as required by law. [*Tenant/Purchaser/Transferee*]

acknowledges that the City is a third-party beneficiary of the obligations in this Section, and that the City may enforce these obligations in any manner provided by law.

Alternate language may be used by the Developer if such language is approved by the City Attorney. At the request of the City, the Developer shall provide a certification to the City confirming that a lease, purchase agreement or similar agreement includes the provisions satisfying the Developer' obligation as set forth above.

(b) Unless the Developer or an occupant of the Redevelopment Area provides utility tax documentation to the City, the Developer hereby waives any claim to utility tax revenues and hereby agrees to bring no suit, claim or other action against the City seeking the deposit of utility tax revenues into the Special Allocation Fund. Any utility tax revenues generated from the Redevelopment Area for which the Developer has not provided documentation to the City are hereby declared to be surplus by the City pursuant to the TIF Act.

(c) The Developer hereby acknowledges and agrees that the City will not be able to determine whether certain use tax revenues (including, without limitation, use tax paid by Amazon.com) are generated within the Redevelopment Area and, therefore, subject to tax increment financing. Accordingly, the Developer hereby waives any claim to use tax revenues that the City cannot readily identify as having been generated in the Redevelopment Area, and hereby agrees to bring no suit, claim or other action against the City seeking deposit of such use tax revenues into the Special Allocation Fund. To the extent any use tax revenues generated in Redevelopment Area qualify as Economic Activity Taxes, such taxes shall be declared as surplus under the TIF Act.

6.4. Obligation to Report TIF Revenues, CID Sales Tax and TDD Sales Tax. Any purchaser or transferee of the Property, and any lessee or other user of the Property required to pay TIF Revenues, CID Sales Tax and the TDD Sales Tax, shall use all reasonable efforts to timely furnish to the City such documentation as is required by **Section 6.3**, which information may also be shared with the TIF Monitor. So long as any TIF Obligations or Subordinate TIF Obligations are outstanding, the Developer shall cause such obligation to be a covenant running with the land and shall be enforceable as if such purchaser, transferee, lessee or other user of such real property were originally a party to and bound by this Agreement.

ARTICLE VII

GENERAL PROVISIONS

7.1. Developer's Right of Termination. At any time prior to the delivery of the Certificate of Substantial Completion, the Developer may, by giving written notice to the City, abandon the Work and terminate this Agreement and the Developer's obligations hereunder (except as may expressly survive termination) if the Developer determines, in its sole discretion, that the Redevelopment Project is no longer economically feasible. If the Developer abandons the Work, it must restore the Property within 120 days to an appropriate grade (similar to its existence prior to the commencement of any Work) with any appropriate vegetation planting and other erosion and dust control measures. The foregoing requirement to restore the Property shall survive termination of this Agreement.

7.2. City's Right of Termination.

(a) The City may terminate this Agreement at any time prior to the delivery of the Certificates of Substantial Completion if:

(1) the Developer defaults in or breaches any material provision of this Agreement and fails to cure such default or breach pursuant to **Section 7.6** (subject to extension in accordance with **Section 7.7**), or materially breaches any representation or warranty contained in **Section 8.2;** or

(2) the Developer fails to complete the Redevelopment Project within the time set forth in **Section 3.3(a)** (subject to extension in accordance with **Section 7.7**).

7.3. Results of Termination. If this Agreement is terminated in whole or in part pursuant to **Section 7.1** or **Section 7.2**, then:

(a) if such termination occurs before the acceptance or deemed acceptance of the Certificate of Substantial Completion, the City shall have no further obligation to reimburse the Developer for any amounts advanced under this Agreement, or costs otherwise incurred or paid by such Developer with respect to the Redevelopment Project (however, any previously issued TIF Obligations will remain outstanding and payable from Available Revenues as provided in the Financing Agreement and the Bond Indenture); and

(b) if such termination occurs after the acceptance or deemed acceptance of the Certificate of Substantial Completion, then any outstanding Subordinate TIF Obligations shall be cancelled.

7.4. Term of Agreement. This Agreement, and all of the rights and obligations of the parties hereunder, shall terminate and shall become null and void on that date which is the earliest of (a) the final maturity date of all TIF Obligations and Subordinate TIF Obligations, (b) the payment of all Reimbursable Redevelopment Project Costs and the retirement in full of all TIF Obligations and Subordinate TIF Obligations, or (c) the delivery of a written notice by the City (and recordation of a copy of such notice with the Camden County Recorder) that this Agreement has been fully terminated pursuant to **Section 7.1** or **7.2**.

7.5. Successors and Assigns; Transfers to Tax-Exempt Organizations.

(a) *Successor and Assigns.*

(1) This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective successors and assigns.

(2) Without limiting the generality of the foregoing and subject to subpart (3) below, all or any part of the Redevelopment Area or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of the Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after redevelopment of the Redevelopment Project, whereupon the party disposing of its interest in the Redevelopment Area or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although any such Redevelopment Area so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement); provided, except as set forth below, prior to the City's acceptance of the Certificate of Substantial Completion, the Developer may not sell any

Redevelopment Area it owns or assign its rights or obligations hereunder without the City's prior written approval.

(3) The Developer may, without the City's prior approval:

(i) assign all of its rights, duties and obligations hereunder to a Related Party if (A) such entity expressly assumes all of the applicable Developer's rights, duties and obligations hereunder and satisfies the requirements set forth in **Section 8.3**, (B) such entity provides evidence as required by **Section 7.10**, (C) the Developer provides at least 15 days' advance written notice of the proposed assignment (and a copy of the proposed assignment agreement) to the City, and (D) the Developer promptly provides a copy of the executed assignment to the City; or

(ii) encumber or collaterally assign its interests in the Redevelopment Area or any portion thereof to a Lender to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Redevelopment Project Costs or associated costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment and for the successor to further transfer the property to its successors;

(iii) lease or, following approval or deemed approval of the Certificate of Substantial Completion, sell portions of the Redevelopment Area to tenants or users in the ordinary course of the Developer's business, provided that, for the purposes of clarity, in the event of a sale of such property, such user shall not be entitled to seek reimbursement from the City from TIF Revenues for any costs incurred; or

(iv) transfer any portion of the Redevelopment Area to a Related Party, provided the Developer remains responsible under the Redevelopment Agreement for that portion of the Redevelopment Area transferred (i.e., such transfer is <u>not</u> made in connection with an assignment of the Redevelopment Agreement contemplated by (i) above) and the Developer provides 15 days' advance written notice of the transfer.

(b) *Tax-Exempt Organizations.* The Developer, without the prior written consent of the City, shall not, until all Reimbursable Redevelopment Project Costs have been paid (including TIF Obligations issued to finance such Reimbursable Redevelopment Project Costs and Subordinate TIF Obligations), sell any Property within the Redevelopment Area, other than the Parking Garage (which may be owned by the TDD or the City upon the terms set forth in the Cooperation Agreement), to an organization exempt from payment of ad valorem property taxes, unless such organization agrees to pay to the City, for deposit into the Special Allocation Fund, payments in lieu of taxes equal to the ad valorem real property taxes that would be due on such portion of the Redevelopment Area, but for the organization's exempt status. Any organization that is or may become exempt from payment of ad valorem property taxes shall, by its purchase of a portion of the Redevelopment Area and for each year that it is exempt from paying ad valorem property taxes on such portion of the Redevelopment Area, agree to pay to the City, for deposit into the Special Allocation Fund, payments in lieu of taxes equal to the ad valorem real property taxes that would be due on such portion of the Redevelopment Area, but for the organization's exempt status. This obligation to make payments in lieu of taxes shall terminate upon the retirement of all TIF Obligations and Subordinate TIF Obligations. This requirement shall be a covenant running with the land and shall be enforceable for such period as if such purchaser or other transferee or possessor thereof were originally a party to and bound by this Agreement. The Developer shall record a deed restriction, in form acceptable to the City Attorney, evidencing the requirements of this subsection. Notwithstanding anything to the contrary set forth in this

subsection, this provision shall not prohibit the transactions contemplated by the City and the Developer pursuant to Ordinance No. ____ and **Section 5.7** hereof to facilitate a sales and use tax exemption on construction materials used to construct the Redevelopment Project.

7.6. Remedies. In the case of any default in or breach of any term or condition of this Agreement by either party, the defaulting or breaching party shall, upon written notice from the other party specifying such default or breach, cure or remedy such default or breach within 30 days after receipt of notice (or such longer period as shall be reasonably required to cure such default, provided that (1) the breaching party has commenced such cure within said 30-day period, and (2) the breaching party diligently prosecutes such cure to completion). If such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied as provided above, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching party or to terminate this Agreement.

7.7. Extensions of Time for Performance.

(a) Upon satisfaction of the provisions of paragraph (b) of this Section, neither the City nor the Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; acts of terrorism; war or globally significant hostilities involving deployment of U.S. armed forces; lack of issuance of any permits and/or legal authorization by the governmental or public utility entity necessary for the applicable Developer to proceed with construction of the applicable portion of the Work (but only if the Developer files all necessary documentation relating thereto in a timely manner considering the dates set forth in **Section 3.3** of this Agreement); supply chain disruption or scarcity of materials that result in suspension of work at the Redevelopment Project; natural disasters and declared federal, state or local emergencies which result in the suspension of work at the Redevelopment Project; spread of disease or other public health issues resulting in a government-imposed suspension of work at the Redevelopment Project; or other causes beyond the reasonable control of the party required to perform, including, but not limited to, any litigation or judicial proceeding, court order or judgment resulting from any litigation affecting the validity of the Redevelopment Plan, the Redevelopment Project, the TIF Obligations, this Agreement or any other litigation that adversely affects the development of the Redevelopment Project. Notwithstanding the foregoing, the parties agree that economic conditions, market conditions, financial conditions, lender restrictions, lack of tenant interest, and similar conditions or events do not constitute events of force majeure hereunder. The parties further agree that, to the best of their knowledge, no event of force majeure exists at the time of execution of this Agreement.

(b) No event under (a) shall be deemed to exist (1) as to any matter that could have been avoided by the exercise of due care in accordance with industry standards (including, without limitation, ordering of materials with appropriate lead times), (2) as to any matter unreasonably sustained by the Developer, and (3)(i) unless the Developer uses good faith efforts to provide the City Administrator with a written notice within 30 days of the applicable Developer's knowledge of the commencement of such claimed event specifying the event of force majeure, or (ii) the Developer demonstrates to the City Administrator's reasonable satisfaction that the Developer has diligently pursued its obligations under this Agreement, but for reasons beyond the Developer's control, has been unable to complete such obligations within the time specified in this Agreement. Times for performance shall be extended only for the amount of delay resulting from the event of force majeure.

7.8. Notices. Any notice, demand or other communication required by this Agreement to be given by one party hereto to another shall be in writing and shall be sufficiently given or delivered if

dispatched by certified United States first class mail, postage prepaid, delivered personally, or transmitted electronically (and receipt confirmed by telephone):

(a) If to the City:

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

with copies to:

City of Osage Beach
1000 City Parkway
Osage Beach, Missouri 65065
Attention: City Attorney
cbradbury@osagebeach.org

and

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

(b) If to the Developer:

Lakeport Village LLC
6136 Nieman Road
Shawnee, Kansas 66203
Attention: Jeff Tegethoff
jeff@tegethoffdevelopment.com

with a copy to:

Husch Blackwell LLP
8001 Forsyth Boulevard, Suite 1500
St. Louis, Missouri 63105
Attention: David Richardson
David.richardson@huschblackwell.com

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph. A duplicate copy of each notice or other communication given hereunder shall be given to each other party.

7.9. Conflict of Interest. No member of the Board of Aldermen, the TIF Commission, or any branch of the City's government who has any power of review or approval of any of the Developer's undertakings, or of the City's contracting for goods or services for the Redevelopment Area, shall

participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation, partnership or other entity in which that member is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the Board of Aldermen the nature of such interest and seek a determination by the Board of Aldermen with respect to such interest and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

7.10. Insurance; Damage or Destruction of Redevelopment Project.

(a) The Developer will cause there to be insurance as hereinafter set forth at all times during the process of constructing the Work and continuing so long as any TIF Obligations and Subordinate TIF Obligations are outstanding. The Developer shall, from time to time at the request of the City, furnish the City with proof of payment of premiums on:

(1) Commercial liability insurance with coverages of not less than the current absolute statutory waivers of sovereign immunity in Sections 537.600 and 537.610 of the Revised Statutes of Missouri (which for calendar year 2023 is equal to $3,258,368 for all claims arising out of a single accident or occurrence and $488,755 for any one person in a single accident or incurrence). Further, the policy shall be adjusted upward annually, to remain at all times not less than the inflation-adjusted sovereign immunity limits as published in the Missouri Register on an annual basis by the Department of Insurance pursuant to Section 537.610 of the Revised Statutes of Missouri, as amended; and

(2) Workers' Compensation insurance, with statutorily required coverage.

(b) The policies of insurance required pursuant to clause (1) above shall be in form and content reasonably satisfactory to the City and shall be placed with financially sound and reputable insurers licensed to transact business in the State with a financial strength rating of not less than A- and a financial size category of not less than VIII as designated in the most current available "Best's" insurance reports. The policies of insurance delivered pursuant to clause (1) above shall name the City as an additional insured, shall be primary and non-contributory with respect to any insurance maintained by the City, and shall contain an agreement of the insurer to give not less than ten (10) days advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder. The Developer shall deliver or cause to be delivered to the City evidence, in the form of certificates of insurance, of all insurance to be maintained hereunder. The certificates of insurance shall state that "the City of Osage Beach is an additional insured on a primary and non-contributory basis."

(c) The Developer hereby agrees that, so long as any TIF Obligations and Subordinate TIF Obligations are outstanding, if any portion of the Redevelopment Project is damaged or destroyed, in whole or in part, by fire or other casualty (whether or not covered by insurance), or by any taking in condemnation proceedings or the exercise of any right of eminent domain, the Redevelopment Project shall be restored, replaced or rebuilt with such alterations or changes as may be approved in writing by the City, which approval shall not be unreasonably withheld. Unless otherwise consented to the City in writing, the proceeds of any insurance claim shall be deposited with the Bond Trustee and disbursed in the manner required by the Bond Indenture for the restoration, replacement or rebuilding of the Redevelopment Project (or applicable portion thereof). If the Redevelopment Project is not restored, replaced or rebuilt as described above, then the Bond Trustee may use the insurance proceeds to redeem TIF Obligations, subject to the terms of the Bond Indenture, and any outstanding Subordinate TIF Obligations shall be canceled. The Developer (upon learning of the same) shall give prompt written notice to the City and the Bond Trustee of any damages or destruction to any portion of the Redevelopment Project by fire or other casualty, irrespective of the amount of such damage or destruction, and in such circumstances the Developer shall

make the portions of the Redevelopment Area that it controls safe and in compliance with all applicable laws as provided herein. Notwithstanding anything to the contrary contained herein, the provisions of this subsection regarding the disposition of condemnation and insurance proceeds may be superseded by a collateral assignment, intercreditor agreement, or similar document entered into by the Bond Trustee and other creditors and consented to by the City.

(d) These covenants are for the benefit of the City and may be enforced by the City by a suit for specific performance or for damages, or both.

7.11. Inspection. The City may conduct such periodic inspections of the Work as may be generally provided in the Municipal Code. In addition, the Developer shall allow other authorized representatives of the City access to the site from time to time upon reasonable advance notice for inspection of the Redevelopment Project. The Developer shall also allow the City and its employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of their respective portions of the Work as the City determines is reasonable and necessary to verify the applicable Developer's compliance with the terms of this Agreement. The Developer shall advise each contractor for the Redevelopment Project of the contractor's obligations under the Municipal Code regarding permits and inspections. The provisions of this Section shall terminate upon the approval or deemed approval of the Certificate of Substantial Completion.

7.12. Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of State for all purposes and intents. Any action arising out of, or concerning, this Agreement shall be brought only in the Circuit Court of Camden County, Missouri. All parties to this Agreement consent to the jurisdiction and venue of such court.

7.13. Entire Agreement; Amendment. The parties agree that this Agreement constitutes the entire agreement among the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

7.14. Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

7.15. Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

7.16. Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of the City shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

7.17. Actions Contesting the Validity and Enforceability of the Redevelopment Plan.

(a) If a third party brings an action against the City or the City's officials, agents, employees or representatives contesting the validity or legality of the Redevelopment Area, the Redevelopment Project, the Redevelopment Plan, the TIF Obligations, the Subordinate TIF Obligations or this Agreement, the Developer may, at their option, together or singularly, assume the defense of such claim or action with counsel of the Developer's choosing, but the applicable Developer(s) may not settle or compromise any claim or action for which the applicable Developer(s) has assumed the defense without the prior approval

of the City. If the City does not approve a settlement or compromise which the applicable Developer(s) would agree to, the applicable Developer(s) shall not be responsible for any costs or expenses incurred thereafter in the defense of such claim or action or any portion of any settlement or compromise in excess of the settlement or compromise the applicable Developer(s) would agree to (provided, however, that such costs may be paid under the provisions in the Bond Indenture for extraordinary costs). The parties expressly agree that so long as no conflicts of interest exist between them with regard to the handling of such litigation, the same attorney or attorneys may simultaneously represent the City and the applicable Developer(s) in any such proceeding; provided, the applicable Developer(s) and their counsel shall consult with the City throughout the course of any such action and the applicable Developer(s) shall pay all reasonable and necessary costs incurred by the City in connection with such action. All costs of any such defense, whether incurred by the City or the applicable Developer(s), shall be deemed to be Reimbursable Redevelopment Project Costs and reimbursable from any amounts in the Special Allocation Fund, subject to **Article IV** hereof. The City shall have no obligation to defend the validity or legality of the Redevelopment Area, the Redevelopment Project, the Redevelopment Plan, the TIF Obligations or this Agreement if the Developer chooses not to assume the defense of such claim or action as described above.

(b) In addition, if a third party brings an action against the City or the City's officials, agents, employees or representatives with respect to any other matter as to which the Developer is obligated to indemnify pursuant to **Section 7.18(b)**, the Developer may, at its option, assume the defense of such claim or action with counsel of the Developer' choosing, but the Developer may not settle or compromise any claim or action for which the Developer have assumed the defense without the prior approval of the City. If the City does not approve a settlement or compromise which the Developer would agree to, the Developer shall not be responsible for any costs or expenses incurred thereafter in the defense of such claim or action or any portion of any settlement or compromise in excess of the settlement or compromise the Developer would agree to. The parties expressly agree that so long as no conflicts of interest exist between them with regard to the handling of such litigation, the same attorney or attorneys may simultaneously represent the City and the Developer in any such proceeding; provided, the Developer and their counsel shall consult with the City throughout the course of any such action and the Developer shall pay all reasonable and necessary costs incurred by the City in connection with such action.

7.18. Release and Indemnification.

(a) *Releases.* Notwithstanding anything herein to the contrary, the City and its elected officials, officers, agents, servants, employees and independent contractors shall not be liable to the Developer for any damages or losses (including injuries and deaths) (1) resulting from any part of the TIF Act, or any ordinance adopted in connection with either the TIF Act, this Agreement or the Redevelopment Plan, being declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer are prevented from enjoying the rights and privileges hereof, (2) occurring at or about or resulting from the construction of the Work and the maintenance of the Redevelopment Area or (3) resulting from any lawful decision made or position taken by the City relating in any manner whatsoever to this Agreement, the Redevelopment Plan, the Redevelopment Project, the Approved Site Plans, the Work or the Redevelopment Area. The Developer hereby acknowledges and agrees that (i) all covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its elected officials, officers, agents, servants or employees in their individual capacities and (ii) no official, employee or representative of the City shall be personally liable to the Developer.

(b) *Indemnifications.* The Developer covenants and agrees to indemnify, defend and hold harmless the City, its elected officials, officers, agents, servants, employees and independent contractors against any loss or damage to property or any injury to or death of any person:

(1) occurring or resulting from the construction of the Work, including but not limited to location of hazardous wastes, hazardous materials or other environmental contaminants on the Redevelopment Area and the design and development of the Redevelopment Project;

(2) connected in any way to the negligence or willful misconduct of the Developer, their employees, agents or independent contractors; or

(3) resulting from the lack of compliance by the Developer with any state, federal or local environmental law, regulation or ordinance applicable to the Redevelopment Area.

The indemnification provided under this Section includes all costs of defense, including attorneys' fees, interest fees and other penalties. Notwithstanding anything to the contrary contained herein, the indemnity provided in this Section will not extend to any matters arising out of the gross negligence or willful misconduct of the City and its elected officials, officers, agents, servants, employees and independent contractors.

(c) The releases and indemnifications contained in this Section shall survive termination or expiration of this Agreement, but nothing in this Agreement (including **Section 7.19**) shall be construed to require the Developer to indemnify the City, its elected officials, officers, employees, agents and independent contractors for any claims related to actions or events that occur after the termination of this Agreement.

7.19. Survival. Notwithstanding anything to the contrary in this Agreement, the following provisions shall survive the expiration or termination of this Agreement: (a) the Developer's reimbursement obligation in **Section 2.2(d)** with respect to costs incurred by the City prior to termination of this Agreement; (b) the obligation to restore the Property in **Section 7.1**; (c) the limitation on liability in **Section 7.16**; and (d) the provisions of **Sections 7.17** and **7.18**.

7.20. Maintenance of the Property. The Developer shall keep the Redevelopment Project in a clean, sightly and healthy condition, and in good repair, consistent with the standards for the Hotel and other enhanced aesthetics provided for in **Section 3.10**. The Developer shall promptly repair any damage, excessive wear and tear, or decay on the Redevelopment Project consistent therewith, and provide for regular maintenance therefor, including but not limited to mowing, landscaping, snow removal, litter cleanup, waste removal, and the like. The Developer shall further ensure that it provides for regular mechanical, safety, and aesthetic maintenance and prompt repair of the rides and attractions in the Amusement Uses and the waterpark, and prevent unnecessary or avoidable out-of-service time therefor. The Redevelopment Project shall remain in compliance with all provisions of the Municipal Code relating to maintenance and appearance during the construction of the Redevelopment Project or any portions thereof. The obligations under this Section shall be a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement.

7.21. Enforcement of Agreement. The parties hereto agree that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with its specific terms or was otherwise breached or threatened to be breached. It is accordingly agreed that the parties shall be entitled to obtain an injunction or injunctions from the continuation of such breach or threatened breach in addition to such other remedies which may be available to them and to enforce specifically the terms and provisions hereof. The Developer further waives any claim that the City must post bond or other security

to obtain such injunctive relief. In the event a court finds such a breach or threatened breach by the Developer, the Developer shall pay to the City all ascertainable damages, including costs and reasonable attorneys' fees sustained by the City by reason of the breach or threatened breach of this Agreement.

7.22. Recording of Agreement. The Developer shall cause the obligations arising pursuant to this Agreement to be a covenant running with the land by recording this Agreement or a memorandum of this Agreement in the real estate records of Camden County, Missouri. Upon the expiration or termination of this Agreement, the City will, at the expense and request of the Developer, join with the Developer to execute and record a notice of such expiration or termination in the real estate records of Camden County.

7.23. No Waiver of Sovereign Immunity. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's sovereign immunity.

7.24. No Third-Party Beneficiaries. This Agreement constitutes a contract solely between the City and the Developer. No third party has any beneficial interest in or derived from this Agreement.

7.25. WAIVER OF RIGHT TO JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, INTENTIONALLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT OR TRANSACTION CONTEMPLATED HEREBY OR THEREBY, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY.

7.26. Hold Harmless Payment. If, in any year up to and including the year in which the Certificate of Substantial Completion is approved or deemed approved pursuant to **Section 3.12**, the assessed value of the Redevelopment Area decreases below the initial equalized assessed value of the Redevelopment Area (the *"Initial EAV"*), as determined by the Camden County Assessor in accordance with the TIF Act (i.e., because existing improvements are demolished and a reassessment occurs prior to the construction of new taxable improvements included in the Redevelopment Project), the Developer shall make a *"Hold Harmless Payment"* to or at the direction of the City. The Hold Harmless Payment shall equal the difference between the ad valorem real property taxes that would have been paid based on the Initial EAV and the ad valorem real property taxes actually paid with respect to the Redevelopment Area. The City shall cause the Hold Harmless Payment to be divided among the taxing districts whose ad valorem real property taxes are impacted by tax increment financing in the Redevelopment Area pro-rata based each such taxing district's tax levy.

ARTICLE VIII

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PARTIES

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

(a) *No Violations.* The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(b) *No Litigation*. To the best of the City's knowledge, no litigation, proceedings or investigations are pending or, to the knowledge of the City, threatened against the City with respect

to the Redevelopment Project or this Agreement. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the City, threatened against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of, the terms and provisions of this Agreement.

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

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

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

(a) *No Violations.* The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(b) *No Litigation*. No litigation, proceedings or investigations are pending or, to the best of the Developer's knowledge (including the knowledge of any member of the Developer executing this Agreement), threatened against the Developer (or any member of the Developer) with respect to the Redevelopment Project or against the Redevelopment Project. In addition, to the best of the Developer's knowledge, no litigation, proceedings or investigations are pending or, to the knowledge of the Developer (including the knowledge of any member of the Developer executing this Agreement), threatened against the Developer (or any member of the Developer) seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer (or any member of the Developer) to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer (or any member of the Developer) of, the terms and provisions of this Agreement.

(c) *Governmental or Corporate Consents*. To the best of the Developer's knowledge, no consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement, except for consents that must be secured subsequent to the execution of this Agreement.

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

(e) *Compliance with Laws*. With respect to its ability to perform pursuant to this Agreement, the Developer is, to the best of its knowledge, in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

(f) *Accuracy of Project Data.* The Developer has provided certain financial and other information regarding the Redevelopment Project (the ***"Project Data"***) to the City and its consultants. The parties agree that project costs, project rents and other financial information included within the Project Data have changed and will further change as the Redevelopment Project evolves from concept to completion, and such changes may be material. Accordingly, the Developer cannot and will not make any representation that the Project Data previously provided is currently true and accurate. Nevertheless, the Developer represents that (1) the most recently supplied Project Data was, to the best of the Developer's knowledge, information and belief, developed and provided in good faith and includes a good faith representation of the Developer's estimate of anticipated development costs and (2) to the best of the Developer's knowledge, information and belief, the Concept Site Plan attached as **Exhibit B** hereto is a good faith representation of the uses that the Developer will endeavor to locate in the Redevelopment Area.

8.3. Contractual Liability Insurance.

(a) The Developer shall provide evidence (in form and substance reasonably acceptable to the City Attorney) that the insurance policy referenced in **Section 7.10(a)(1)** or another applicable policy includes contractual liability insurance covering the Developer's obligations to indemnify the City, as provided in this Agreement, by an insurance company with a rating by a reputable rating agency indicating excellent or superior financial strength (i.e., an A.M. Best rating of "A-" or better).

(b) Simultaneously with the delivery of this Agreement and annually thereafter prior to the acceptance or deemed acceptance of the Certificate of Substantial Completion, the Developer shall provide to the City Attorney evidence of continued insurance demonstrating compliance with paragraph (a). The Developer agrees to provide immediate written notice to the City when the cancellation, termination, expiration or modification of the applicable contractual liability policy occurs.

8.4 Anti-Israel Discrimination. Pursuant to Section 34.600, RSMo., the Developer certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

[Remainder of page intentionally left blank.]

THIS AGREEMENT CONTAINS A WAIVER OF THE PARTIES' RIGHTS TO TRIAL BY JURY. THE UNDERSIGNED HEREBY MUTUALLY RELINQUISH AND WAIVE THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective names and the City has caused its seal to be affixed thereto, and attested as to the date first above written.

CITY OF OSAGE BEACH, MISSOURI

By: _____
Michael Harmison, Mayor

(SEAL)

ATTEST:

_____
Tara Berreth, City Clerk

STATE OF MISSOURI)
) SS
COUNTY OF CAMDEN)

On this __ day of _____, 2023, before me appeared **MICHAEL HARMISON**, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF OSAGE BEACH, MISSOURI**, a fourth-class city and political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said **MICHAEL HARMISON** acknowledged said instrument to be the free act and deed of said City.

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

_____
Name:
Notary Public – State of Missouri
Commissioned in _____ County

(SEAL)

My Commission Expires:

LAKEPORT VILLAGE LLC

By: _____
Name:
Its:

STATE OF _____)
) SS
COUNTY OF _____)

On this ___ day of _____, 2023, before me appeared _____, to me personally known, who, being by me duly sworn, did say that [he/she] is the _____of **LAKEPORT VILLAGE LLC**, a Missouri limited liability company, and that [he/she] is authorized to sign the foregoing instrument on behalf of said limited liability company, and acknowledged to me that he executed the within instrument as said limited liability company's free act and deed.

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

_____
Notary Public

(SEAL)

My Commission Expires:

_____

EXHIBIT A-1

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

Commencing at a 5/8" rebar marking the West Quarter corner of said Section; thence, South 89 Degrees, 04 Minutes, 27 Seconds East along the Quarter Section line of said Section, 537.27 feet to a set 1/2 inch rebar and the POINT OF BEGINNING; thence, leaving said Quarter Section line, South 27 Degrees, 51 Minutes, 54 Seconds East along the Easterly right of way of Jefferies Road, 9.10 feet to Centerline Station 180+80, and 16+20 on the Northerly right of way of US Highway 54; thence, leaving said Easterly right of way, North 89 Degrees, 51 Minutes, 02 Seconds East along said Northerly right of way, 100.29 feet to a set 1/2 inch rebar; thence, leaving said Northerly right of way, North 0 Degrees, 55 Minutes, 31 Seconds West along the
Westerly line of a tract of land described by deed in Book 805, Page 905 in said Records of Camden County, 6.10 feet to a set 1/2 inch rebar; thence, leaving said westerly line, South 89 Degrees, 04 Minutes, 27 Seconds East along the Northerly line of said tract of land, and the Quarter Section line of said Section, 200.61 feet to a set 1/2 inch rebar; thence, leaving said Quarter Section line and said Northerly line, North 76 Degrees, 58 Minutes, 46 Seconds East along the Northerly right of way of US Highway 54, 70.00 feet to Centerline Station 177+30; thence, North 85 Degrees, 43 Minutes, 32 Seconds East, 131.53 feet to Centerline Station 176+00; thence, North 77 Degrees, 37 Minutes, 31 Seconds East, 25.93 feet to a set 1/2 inch rebar; thence, leaving said Northerly right of way along the approximate 662 contour along the following courses: North 8 Degrees, 40 Minutes, 02 Seconds East, 61.36 feet; thence, North 25 Degrees, 33 Minutes, 36 Second East, 18.15 feet; thence, North 37 Degrees, 57 Minutes, 49 Seconds East, 89.00 feet; thence, North 39 Degrees, 21 Minutes, 12 Seconds East, 19.22 feet; thence, North 32 Degrees, 08 Minutes, 52 Seconds East, 17.08 feet; thence, North 16 Degrees, 40 Minutes, 39 Seconds East, 37.22 feet; thence, North 17 Degrees, 15 Minutes, 18 Seconds East, 24.15 feet; thence, North 35 Degrees, 14 Minutes, 29 Seconds East, 10.43 feet; thence, North 32 Degrees, 43 Minutes, 40 Seconds East, 8.12 feet; thence, North 37 Degrees, 15 Minutes, 51 Seconds East, 6.57 feet; thence, North 16 Degrees, 44 Minutes, 12 Seconds East, 29.27 feet; thence, North 17 Degrees, 09 Minutes, 28 Seconds East, 32.03 feet; thence, North 3 Degrees, 14 Minutes, 48 Seconds East, 23.08 feet; thence, North 44 Degrees, 07 Minutes, 28 Seconds West, 87.88 feet; thence, North 58 Degrees, 01 Minutes, 21 Seconds West, 19.80 feet; thence, North 66 Degrees, 28 Minutes, 23 Seconds West, 14.63 feet; thence, North 60 Degrees, 02 Minutes, 33 Seconds West, 15.31 feet; thence, North 72 Degrees, 37 Minutes, 16 Seconds West, 29.79 feet; thence, North 63 Degrees, 08 Minutes, 35 Seconds West, 27.55 feet; thence, North 72 Degrees, 52 Minutes, 41 Seconds West, 127.47 feet; thence, North 85 Degrees, 45 Minutes, 12 Seconds West, 37.59 feet; thence, South 87 Degrees, 36 Minutes, 06 Seconds West, 14.64 feet; thence, North 72 Degrees, 10 Minutes, 11 Seconds West, 23.40 feet; thence, North 81 Degrees, 51 Minutes, 22 Seconds West, 42.78 feet; thence, North 81 Degrees, 09 Minutes, 41 Seconds West, 46.49 feet; thence, South 88 Degrees, 15 Minutes, 53 Seconds West, 30.13 feet; thence, South 69 Degrees, 02 Minutes, 08 Seconds West, 11.98 feet; thence, North 70 Degrees, 54 Minutes, 14 Seconds West, 31.08 feet; thence, North 2 Degrees, 54 Minutes, 17 Seconds West, 67.81 feet to a set 1/2 inch rebar; thence, leaving said 662 Contour, along the centerline of a Twenty-two foot (22') wide Easement, North 39 Degrees, 25 Minutes, 07 Seconds West, 81.75 feet; thence, North 10 Degrees, 11 Minutes, 17 Seconds West, 25.90 feet; thence, North 8 Degrees, 00 Minutes, 42 Seconds West, 222.33 feet to a set 1/2 inch rebar on the centerline of Lakewood Circle; thence, leaving said Easement, along said Centerline, along the following courses, South 53 Degrees, 27 Minutes, 37 Seconds East, 210.00 feet to a set 1/2 inch rebar; thence, North 86 Degrees, 22 Minutes, 23 Seconds East, 70.00 feet; thence, North 72 Degrees, 32 Minutes, 23 Seconds East, 360.00 feet to a set 1/2 inch rebar; thence, leaving said Centerline, South 85 Degrees, 02 Minutes, 37 Seconds East, 182.82 feet to a set 1/2 inch rebar on the approximate 662 Contour; thence, following along said 662 Contour along the following courses: North 60 Degrees, 10 Minutes, 11 Seconds East, 70.64 feet; thence, North 60 Degrees, 10 Minutes, 11 Seconds East, 63.64 feet; thence, North 85 Degrees, 34 Minutes, 36 Seconds East, 11.08 feet; thence, North 40 Degrees, 33 Minutes, 37 Seconds East, 31.89 feet; thence, North 40 Degrees, 38 Minutes, 40 Seconds East, 25.06 feet; thence, North 80 Degrees, 22 Minutes, 40 Seconds East, 4.32 feet; thence, North 36 Degrees, 43 Minutes, 32 Seconds East,

10.22 feet; thence, North 83 Degrees, 42 Minutes, 02 Seconds East, 10.90 feet; thence, North 38 Degrees, 50 Minutes 21 Seconds East, 15.68 feet; thence, North 5 Degrees, 58 Minutes, 08 Seconds West, 15.65 feet; thence, North 51 Degrees, 17 Minutes, 40 Seconds East, 7.39 feet; thence, North 15 Degrees, 10 Minutes, 18 Seconds East, 53.32 feet; thence, North 3 Degrees, 10 Minutes, 46 Seconds East, 38.06 feet; thence, North 23 Degrees, 46 Minutes, 19 Seconds West, 57.61 feet; thence, North 43 Degrees, 28 Minutes, 49 Seconds West, 62.72 feet; thence, North 64 Degrees, 49 Minutes, 24 Seconds West, 24.23 feet; thence, North 47 Degrees, 55 Minutes, 41 Seconds West, 39.14 feet; thence, North 80 Degrees, 20 Minutes, 43 Seconds West, 40.88 feet; thence, North 80 Degrees, 07 Minutes, 53 Seconds West, 20.62 feet; thence, North 60 Degrees, 10 Minutes, 20 Seconds West, 19.29 feet; thence, North 74 Degrees, 01 Minutes, 02 Seconds West, 21.79 feet; thence, North 81 Degrees, 28 Minutes, 44 Seconds West, 43.91 feet; thence, North 89 Degrees, 17 Minutes, 05 Seconds West, 170.25 feet; thence, South 70 Degrees, 21 Minutes, 22 Seconds West, 20.37 feet; thence, North 85 Degrees, 59 Minutes, 01 Seconds West, 39.22 feet; thence, North 89 Degrees, 02 Minutes, 53 Seconds West, 44.58 feet; thence, South 85 Degrees, 21 Minutes, 05 Seconds West, 88.17 feet; thence, North 81 Degrees, 22 Minutes, 42 Seconds West, 81.76 feet; thence, North 73 Degrees, 09 Minutes, 05 Seconds West, 40.55 feet; thence, North 84 Degrees, 24 Minutes, 54 Seconds West, 45.73 feet to a set 1/2 inch rebar; thence, leaving said 662 Contour, South 53 Degrees, 04 Minutes, 13 Seconds West, 78.10 feet to a 1/2 inch rebar; thence, North 89 Degrees, 20 Minutes, 05 Seconds West along the Southerly line of a tract of land described by deed in Book 865, Page 402 in said Records of Camden County, 144.85 feet; thence, leaving said Southerly line, North 89 Degrees, 07 Minutes, 56 Seconds West along the Southerly line of a tract of land described by deed in Book 366, Page 647 in said Records of Camden County, 140.39 feet to a 1/2 inch rebar on the Easterly right of way of Jefferies Road; thence, leaving said Southerly line along the following courses: South 9 Degrees, 52 Minutes, 22 Seconds West, 341.59 feet; thence, South 8 Degrees, 10 Minutes, 03 Seconds West, 100.06 feet on the Centerline Lakewood Circle; thence, continuing along said Easterly right of way, South 8 Degrees, 10 Minutes, 03 Seconds West, 251.96 feet; thence, on a curve to the left 177.76 feet, with a radius of 407.78 feet, and a chord direction of South 6 Degrees, 39 Minutes, 26 Seconds East, 176.36 feet, Thence, South 19 Degrees, 51 Minutes, 11 Seconds East, 374.60 feet to a 1/2 inch rebar; thence, North 71 Degrees, 53 Minutes, 00 Seconds East, 10.00 feet to a 1/2 inch rebar; thence, South 27 Degrees, 51 Minutes, 54 Seconds East, 71.35 feet to the POINT OF BEGINNING.

Goodin's Sub-Division:
Tract of land situated in the Northeast Quarter of Section II, Township 39 North, Range 16 West

Lakewood Condominium:
Tract "A" of Goodin's sub-division, a subdivision of record in Camden County, Missouri, filed in the Office of Recorder, in Plat Book 2 at Page 82. Said tract of land further described as being a part of the South half of the Northeast Quarter of Section II, Township 39 North, Range 16 West.

Lakewood Resort Condominium, Phase II:
The Part of Tract "A" of Goodin's Subdivision, a Subdivision of Record in Plat Book 2 at Page 82 in the Office of the Recorded in Camden County, Missouri, said tract of land further described as follows:

From the Southwest Corner of said Tract "A," being also a Point on the Centerline of a Road as Shown on the Recorded Plat, Run Along the Centerline of Road North 07 Degree 55 Minutes East 215.0 Feet to an Intersection with the Centerline of a 25.0 Food Wide Road to the Right; Thence Along the Centerline of said Road to the Right North 50 Degree 50 Minutes East 145.0 Feet; Thence North 78 Degrees 40 Minutes East 140.0 Feet; Thence South 53 Degrees 40 Minutes East 165.0 Feet; Thence Leaving the Road Centerline South 17 Degree 40 Minutes East 99.62 Feet for the Point of Beginning; Thence Continue South 17 Degrees 40 Minutes East 62.19 Feet; Thence South 84 Degrees 22 Minutes 02 Seconds West 9.31 Feet; Thence South 77 Degrees 30 Minutes 48 Seconds West 17.22 Feet; Thence

South 73 Degrees 25 Minutes 06 Seconds West 14.39 Feet; Thence North 30 Degrees 14 Minutes 19 Seconds West 81.31 Feet; Thence North 87 Degrees 03 Minutes 20 Seconds East 83.16 Feet to the Place of Beginning.

Lakewood Resort Condominium, Phase II, First Addition:
The Part of Tract "A" of Goodin's Subdivision, a Subdivision of Record in Plat Book 2 at Page 82 in the Office of the Recorded in Camden County, Missouri, said tract of land further described as follows:

From the Southwest Corner of said Tract "A," being also a Point on the Centerline of a Road as Shown on the Recorded Plat, Run Along the Centerline of Road North 07 Degree 55 Minutes East 215.0 Feet to an Intersection with the Centerline of a 25.0 Food Wide Road to the Right; Thence Along the Centerline of said Road to the Right North 50 Degree 50 Minutes East 145.0 Feet; Thence North 78 Degrees 40 Minutes East 140.0 Feet; Thence South 53 Degrees 40 Minutes East 165.0 Feet; Thence Leaving the Road Centerline South 87 Degrees 03 Minutes 20 Seconds West 54.85 Feet; Thence South 10 Degrees 24 Minutes 40 Seconds East (South 10 Degrees 20 Minutes East-Deed) 25.90 Feet; Thence South 39 Degree 34 Minutes 30 Seconds East (South 39 Degrees 30 Minutes East-Deed) 81.75 Feet; Thence North 50 Degrees 31 Minutes 30 Seconds East 11.44 Feet; Thence North 56 Degrees 21 Minutes 50 Seconds East 750 Feet; Thence North 68 Degrees 03 Minutes 16 Seconds East 25.74 Feet; Thence North 30 Degrees 14 Minutes 19 Seconds West 81.31 Feet to the Point of Beginning.

EXHIBIT A-2

LEGAL DESCRIPTION OF TIMESHARE PROPERTY

Goodin's Sub-Division:
Tract of land situated in the Northeast Quarter of Section II, Township 39 North, Range 16 West

Lakewood Condominium:
Tract "A" of Goodin's sub-division, a subdivision of record in Camden County, Missouri, filed in the Office of Recorder, in Plat Book 2 at Page 82. Said tract of land further described as being a part of the South half of the Northeast Quarter of Section II, Township 39 North, Range 16 West.

Lakewood Resort Condominium, Phase II:
The Part of Tract "A" of Goodin's Subdivision, a Subdivision of Record in Plat Book 2 at Page 82 in the Office of the Recorded in Camden County, Missouri, said tract of land further described as follows:

From the Southwest Corner of said Tract "A," being also a Point on the Centerline of a Road as Shown on the Recorded Plat, Run Along the Centerline of Road North 07 Degree 55 Minutes East 215.0 Feet to an Intersection with the Centerline of a 25.0 Food Wide Road to the Right; Thence Along the Centerline of said Road to the Right North 50 Degree 50 Minutes East 145.0 Feet; Thence North 78 Degrees 40 Minutes East 140.0 Feet; Thence South 53 Degrees 40 Minutes East 165.0 Feet; Thence Leaving the Road Centerline South 17 Degree 40 Minutes East 99.62 Feet for the Point of Beginning; Thence Continue South 17 Degrees 40 Minutes East 62.19 Feet; Thence South 84 Degrees 22 Minutes 02 Seconds West 9.31 Feet; Thence South 77 Degrees 30 Minutes 48 Seconds West 17.22 Feet; Thence South 73 Degrees 25 Minutes 06 Seconds West 14.39 Feet; Thence North 30 Degrees 14 Minutes 19 Seconds West 81.31 Feet; Thence North 87 Degrees 03 Minutes 20 Seconds East 83.16 Feet to the Place of Beginning.

Lakewood Resort Condominium, Phase II, First Addition:
The Part of Tract "A" of Goodin's Subdivision, a Subdivision of Record in Plat Book 2 at Page 82 in the Office of the Recorded in Camden County, Missouri, said tract of land further described as follows:

From the Southwest Corner of said Tract "A," being also a Point on the Centerline of a Road as Shown on the Recorded Plat, Run Along the Centerline of Road North 07 Degree 55 Minutes East 215.0 Feet to an Intersection with the Centerline of a 25.0 Food Wide Road to the Right; Thence Along the Centerline of said Road to the Right North 50 Degree 50 Minutes East 145.0 Feet; Thence North 78 Degrees 40 Minutes East 140.0 Feet; Thence South 53 Degrees 40 Minutes East 165.0 Feet; Thence Leaving the Road Centerline South 87 Degrees 03 Minutes 20 Seconds West 54.85 Feet; Thence South 10 Degrees 24 Minutes 40 Seconds East (South 10 Degrees 20 Minutes East-Deed) 25.90 Feet; Thence South 39 Degree 34 Minutes 30 Seconds East (South 39 Degrees 30 Minutes East-Deed) 81.75 Feet; Thence North 50 Degrees 31 Minutes 30 Seconds East 11.44 Feet; Thence North 56 Degrees 21 Minutes 50 Seconds East 750 Feet; Thence North 68 Degrees 03 Minutes 16 Seconds East 25.74 Feet; Thence North 30 Degrees 14 Minutes 19 Seconds West 81.31 Feet to the Point of Beginning.

EXHIBIT B

CONCEPT SITE PLAN

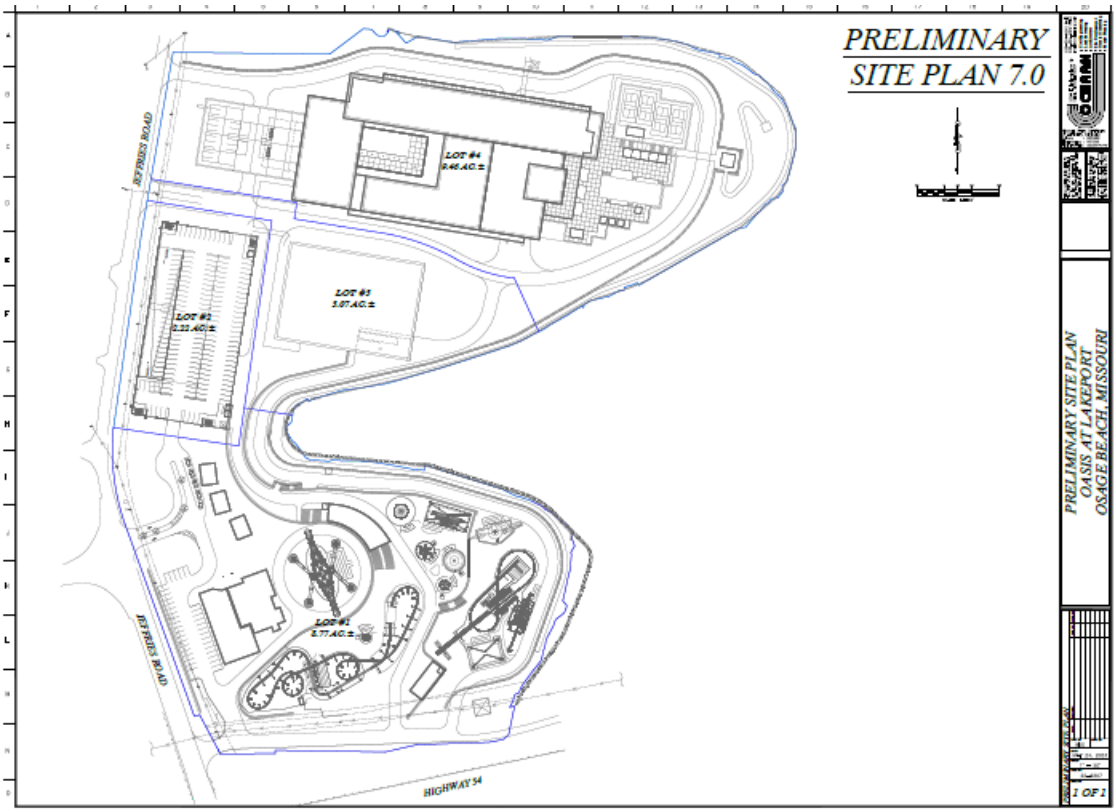


EXHIBIT C

FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

Certificate of Substantial Completion

The undersigned, Lakeport Village LLC (the "Developer"), pursuant to that certain Redevelopment Agreement dated as of January ___, 2022, between the City of Osage Beach, Missouri (the "*City*") and the Developer (the "*Agreement*"), hereby certifies to the City as follows:

1. That as of _____, 20___, the Work (as such term is defined in the Agreement) has been substantially completed in accordance with the Agreement.

2. The Work has been performed in a workmanlike manner and in accordance with the Construction Plans (as defined in the Agreement).

3. Lien waivers for the Work have been obtained.

4. This Certificate of Substantial Completion is accompanied by one or more architect's or engineer's certificate(s) of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and by this reference incorporated herein), certifying that the Work has been substantially completed in accordance with the Agreement.

5. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to the Work.

6. The City's acceptance (below) or the City's failure to object in writing to this Certificate within 45 days of the date of delivery of this Certificate to the City (which written objection, if any, must be delivered to the Developer prior to the end of such 45-day period), and the recordation of this Certificate with the Camden County Recorder shall evidence the satisfaction of the Developer's agreements and covenants to perform the Work.

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

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

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, 20___.

LAKEPORT VILLAGE LLC

By: _____
Name:
Its:

STATE OF _____)
) SS
COUNTY OF _____)

On this ___ day of 20___, before me appeared ___, to me personally known, who, being by me duly sworn, did say that [he/she] is the _____of **LAKEPORT VILLAGE LLC**, a Missouri limited liability company, and that [he/she] is authorized to sign the foregoing instrument on behalf of said limited liability company, and acknowledged to me that he executed the within instrument as said limited liability company's free act and deed.

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

_____
Notary Public

(SEAL)

My Commission Expires:

_____

ACCEPTED:

CITY OF OSAGE BEACH, MISSOURI

By: _____
[Name], [Title]

(Insert Notary Form(s) and Legal Description)

EXHIBIT D

FORM OF CERTIFICATE OF
REIMBURSABLE REDEVELOPMENT PROJECT COSTS

Certificate of Reimbursable Redevelopment Project Costs

TO: City of Osage Beach, Missouri
1000 City Parkway
Osage Beach, Missouri 65065
Attention: City Administrator

Re: City of Osage Beach, Missouri, Lakeport Village Redevelopment Area

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of _____, 2023 (the "*Agreement*") between the City of Osage Beach, Missouri (the "*City*") and Lakeport Village LLC (the "*Developer*"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** hereto is a Reimbursable Redevelopment Project Cost and was incurred in connection with the construction of the Redevelopment Project.

2. These Reimbursable Redevelopment Project Costs have been paid by or have been caused to have been paid by the Developer or will be paid from moneys in the Project Fund and are reimbursable or payable under the TIF Ordinance and the Agreement from proceeds of the TIF Obligations and Subordinate TIF Obligations.

3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from any Project Fund established pursuant to the Bond Indenture, and no part thereof has been included in any other certificate previously filed with the City, the CID or the TDD.

4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

5. All necessary permits and approvals required for the Work for which this certificate relates have been issued and are in full force and effect.

6. All Work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Approved Site Plans and the Agreement.

7. If any cost item to be reimbursed under this Certificate is deemed not to constitute a "redevelopment project cost" within the meaning of the TIF Act and the Agreement, the Developer shall have the right to substitute other eligible Reimbursable Redevelopment Project Costs for payment hereunder.

8. Enclosed herewith are opinions of Counsel to the Developer indicating the amount of the Reimbursable Redevelopment Project Costs described herein that may be paid or financed by the CID and the TDD, respectively.

9. The Developer is not in material default or breach of any term or condition of the Agreement.

Dated this _____ day of _____, 20___.

LAKEPORT VILLAGE LLC

By: _____
Name:
Its:

Approved for Payment this _____ day of _____, 20___:

CITY OF OSAGE BEACH, MISSOURI

By: _____
[Name], [Title]

EXHIBIT E

FORM OF COOPERATION AND TRANSPORTATION PROJECT AGREEMENT

EXHIBIT F

RESERVED

EXHIBIT G

ARCHITECTURAL RENDERINGS



EXHIBIT H

ESTIMATED BUDGET

DEVELOPMENT COST						
Component	**Acquisition**	**Hard**	**Soft**	**Other**	**Totals**	**Source**
Entertainment & Restaurants						CBA
Oasis/Restaurants/Arcade	10,000,000	39,618,433	10,845,278	24,900,000	85,363,711	Husch email 3/21/23; 4/3
Parking						CBA
Garage	3,000,000	32,603,777	1,279,679	-	36,883,456	Husch email 3/21/23; Husch email 3/22/23; Husch email 3/8/23; 4/3
Outdoor Activities/Related						CBA
Waterpark/FlowRider/Biergart	5,000,000	22,000,000	1,279,679	13,000,000	41,279,679	Husch email 3/8/23; Husch email 3/21/23; 4/3
Hotel						CBA
Hotel	15,000,000	162,642,210	12,796,788	-	190,438,998	Husch email 3/8/23; Husch email 3/21/23; 4/3
Site Work	inc	inc	inc	inc	inc	Husch email 3/22/23; 4/3
Developer Fee (4% of TDC)				14,748,577	14,748,577	Husch email 3/21/23; split out and netted from Soft Costs from 4/3 Husch email
Other	-	-	-	-	-	
Total Development Cost (Post-Ch 100)						
Total Development Cost (Pre-Ch 100)					**368,714,420**	

COOPERATION AND TRANSPORTATION PROJECT AGREEMENT

THIS COOPERATION AND TRANSPORTATION PROJECT AGREEMENT (this "Agreement") is made and entered into as of [*_____, 2023*], by and among the **CITY OF OSAGE BEACH, MISSOURI,** a fourth-class city and political subdivision of the State of Missouri (the *"City"*), the **LAKEPORT VILLAGE COMMUNITY IMPROVEMENT DISTRICT,** a community improvement district and political subdivision of the State of Missouri (the *"CID"*), the **LAKEPORT TRANSPORTATION DEVELOPMENT DISTRICT**, a transportation development district and political subdivision of the State of Missouri (the *"TDD"*), and **LAKEPORT VILLAGE LLC**, a Missouri limited liability company (the *"Developer"* and collectively with the City, the CID and the TDD, the *"Parties"*).

RECITALS:

A. On [*_____, 2023*], the City's Board of Aldermen adopted Ordinance No. _____, approving a petition to establish the CID and authorizing the execution of this Agreement.

B. On [*_____, 2023*], the Circuit Court of Camden County, Missouri entered a Judgment and Order establishing the TDD.

C. On [*_____, 2023*], the respective Boards of Directors of the CID and the TDD adopted resolutions authorizing the CID and the TDD to execute this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

Section 1. Definitions. Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Redevelopment Agreement dated as of _____, 2023 by and between the City and the Developer, as may be amended from time to time (the *"Redevelopment Agreement"*).

Section 2. Authority of the City. The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

Section 3. Authority of the CID. The CID has the full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary CID proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the CID, enforceable in accordance with its terms.

Section 4. Authority of the TDD. The TDD has the full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary TDD proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the TDD, enforceable in accordance with its terms.

Section 5. Authority of the Developer. The Developer has the full right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this

Agreement, and the Agreement has been duly and validly authorized and approved by all necessary Developer proceedings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

Section 6. Construction of the District Projects.

(a) The Parties acknowledge that the CID Project and the TDD Project are included in the Redevelopment Project and will be completed by the Developer in accordance with the terms of the Redevelopment Agreement.

(b) Notwithstanding the foregoing, the Parties further acknowledge that:

(1) that the Parking Garage will be constructed (or caused to be constructed) by the Developer, as agent of the TDD, pursuant to the Parking Garage Lease described in **Section 7** and using proceeds of the TIF Obligations made available to the TDD; and

(2) the Parties may, from time to time, enter into leases or other agreements with respect to other portions of the CID Project and the TDD Project, whereby, the Developer, as agent of the CID or the TDD, as applicable, will construct other portions of the CID Project and the TDD Project using proceeds of the CID Financing Obligations described in **Section 8** or the TDD Financing Obligations described in **Section 7** made available to the CID or the TDD, respectively.

(c) The Developer acknowledges that it must comply with Section 285.530 of the Revised Statutes of Missouri regarding enrollment and participation in a federal work authorization program with respect to its employees working in connection with the CID Project and the TDD Project. The Developer represents and warrants that it is in compliance with Section 285.530 of the Revised Statutes of Missouri at the time of execution of this Agreement and has provided a sworn affidavit and supporting documentation affirming participation by or on behalf of itself in a qualified work authorization program as evidence thereof.

(d) It shall be a material breach of this Agreement if the Developer knowingly permits a contractor to employ persons not authorized to work in the United States. If the Developer reasonably believes a contractor working on the CID Project or the TDD Project is employing persons not authorized to work in the United States, the Developer shall promptly report the basis for that belief to the City.

Section 7. Approval, Maintenance and Transfer of the TDD Project.

(a) The City, as the applicable local transportation authority under the TDD Act, hereby approves the TDD Project; provided, however, nothing herein shall be construed to require that the City accept dedication of any component of the TDD Project unless (1) it has reviewed the plans and specifications for such part of the TDD Project, (2) confirmed that construction of such part of the TDD Project was completed in accordance with the plans and specifications provided to the City and all generally applicable requirements for City's acceptance of dedications of public improvements, and (3) the public improvements are, at the time of dedication, in good condition and not in need of any repair or deferred maintenance.

(b) The parties acknowledge that the TDD Project includes the Parking Garage. The Developer shall convey fee title to the land upon which the Parking Garage will be constructed to the TDD, subject to a reversion to the Developer upon the final maturity or earlier repayment of all TIF Obligations, Subordinate TIF Obligations and any other bonds, notes or other obligations issued to finance or refinance the TDD Project (collectively, the *"TDD Financing Obligations"*). The TDD and the Developer shall then

enter into a lease agreement in a form reasonably acceptable to the City Attorney (the *"Parking Garage Lease"*) pursuant to which the Developer shall construct or cause the construction of the Parking Garage and the TDD shall lease the Parking Garage to the Developer for a term ending upon the final maturity or earlier repayment of all TDD Financing Obligations. Upon the conclusion of term of the Parking Lease, (1) the TDD shall be deemed to have transferred its interest in the Parking Garage and the land upon which the Parking Garage is located to the City immediately prior to the reversion of such interest to the Developer and (2) upon such reversion, the Developer's fee interest in the Parking Garage (including the associated land) and any remaining leasehold interest under the Parking Garage Lease shall be deemed to have merged and the Parking Garage Lease shall be deemed terminated and of no further effect (except with respect to any sections that expressly survive termination). At the Developer's request and expense, the TDD will cooperate to execute and record a notice of termination of the Parking Garage Lease.

(c) Prior to the conveyance of the Parking Garage land to the TDD as contemplated above, the Developer shall record or cause to be recorded covenants and restrictions on all privately-owned property in the TDD, in a form reasonably acceptable to the City Attorney, (1) providing for all privately-owned property in the TDD to share in the expenses of operating and maintaining the Parking Garage, including payment of taxes related thereto and payment of all expenses incurred by the City pursuant to this subsection and (2) naming the City as a third-party beneficiary with rights to enforce the proper operation and maintenance of the Parking Garage through suits for specific performance and any other available remedies. Proper operation and maintenance of the Parking Garage shall include, at a minimum, third-party engineering studies completed no later than every five years and implementation of the recommended maintenance described in the engineering study.

(d) Subject to (a) above, the City agrees to accept dedication of the portion of the TDD Project consisting of sidewalk extension along Jeffries Road upon its completion (as further described in **Exhibit B**).

Section 8. CID Revenues.

(a) Promptly following the approval of this Agreement by the CID's Board of Directors, the CID shall adopt resolutions to (1), subject to voter approval, impose the CID Sales Tax and (2) subject to receipt of a proper special assessment petition, impose the CID Special Assessment.

(b) The CID shall promulgate procedures and forms as may be necessary and desirable for the administration and collection of the CID Special Assessment.

(c) The Developer shall cause all entities controlled by the Developer or a Related Party to remit CID Sales Tax payments to the Missouri Department of Revenue at the same times as other sales taxes are paid and remit CID Special Assessment payments to or at the direction of the CID no later than the 10th day of each month (representing CID Special Assessments accruing due to occupied hotel room nights during the prior calendar month).

Section 9. TDD Revenues.

(a) Promptly following the approval of this Agreement by the TDD's Board of Directors, the TDD shall adopt a resolution to impose, subject to voter approval, the TDD Sales Tax.

(b) The Developer shall cause all entities controlled by the Developer or a Related Party to remit TDD Sales Tax payments to the Missouri Department of Revenue at the same times as other sales taxes are paid.

(c) The TDD may, subject to receipt of a proper special assessment petition, impose the TDD Special Assessment. The TDD shall promulgate procedures and forms as may be necessary and desirable for the administration and collection of the TDD Special Assessment, if any. Notwithstanding the foregoing, the amount and methodology for assessment of the TDD Special Assessment shall be subject to the approval of the City, which shall not be withheld unless the City determines that such amount or methodology will present an unreasonable burden on the encumbered property.

Section 10. Financing of the District Projects.

(a) The CID Project and the TDD Project will be financed through the issuance of the TIF Obligations and Subordinate TIF Obligations, as contemplated by the Redevelopment Agreement. The CID and the TDD shall enter into the Financing Agreement, and, subject to annual appropriate, shall transfer and apply the CID Revenues and the TDD Revenues, respectively, in the manner required by the Financing Agreement and the Indenture, as the means of paying the applicable portions of debt service on the TIF Obligations and the Subordinate TIF Obligations. The Parties agree that the Indenture will include a mechanism to ensure that CID Revenues and TDD Revenues are allocated to the payment of the portion of the TIF Obligations and the Subordinate TIF Obligations that are eligible under the CID Act and the TDD Act, respectively, to be paid from CID Revenues and TDD Revenues.

(b) So long as any TIF Obligations or Subordinate TIF Obligations are outstanding, the CID and the TDD shall not issue any bonds, notes or other obligations payable from CID Revenues or TDD Revenues. If no TIF Obligations or Subordinate TIF Obligations are outstanding, the CID and the TDD may only issue bonds, notes or other obligations with the City's prior written approval.

Section 11. Continuing Existence of the CID; Expansion of Boundaries.

(a) The CID will not take any action to dissolve the CID or reduce the rate of the CID Sales Tax and the CID Special Assessment until all TIF Obligations payable from CID Sales Tax and CID Special Assessment revenues are satisfied, unless otherwise consented to by the Developer and the City (unless the term of the CID expires while TIF Obligations are outstanding, in which case the CID may take appropriate action to wind up its affairs).

(b) Upon acquisition of the Timeshare Property, the Developer shall promptly petition the CID and the City to add the Timeshare Property to the CID. The CID and the City agree, subject to legislative approvals, to promptly process such petition in accordance with the CID Act.

Section 12. Continuing Existence of the TDD; Expansion of Boundaries.

(a) The TDD will not take any action to dissolve the TDD or reduce the rate of the TDD Sales Tax until the Financing Obligations payable from TDD Sales Tax revenues are satisfied, unless otherwise consented to by the Developer and the City (unless the term of the TDD expires while Financing Obligations are outstanding, in which case the TDD may take appropriate action to wind up its affairs).

(b) Upon acquisition of the Timeshare Property, the Developer shall promptly petition the Circuit Court of Camden County, Missouri to annex the Timeshare Property into the TDD. The TDD and the City agree, subject to legislative approvals, to cooperate with the Developer to cause the annexation.

Section 13. District Administration. To ensure proper administration of the CID and the TDD, the CID and the TDD shall engage Gilmore & Bell, P.C. or another entity experienced in the administration of special taxing districts and reasonably acceptable to and selected and approved by the

Boards of Directors of the CID and the TDD, respectively, and reasonably acceptable to the City Administrator, to administer the affairs of the CID and of the TDD.

Section 14. District Governance.

(a) Subject to (b) below, the Developer shall (or shall cause any Related Parties owning property in the CID and the TDD boundaries to) authorize three persons designated by the City's Mayor (the *"City Designees"*) to be its authorized representatives for the purpose of qualifying to serve on the Boards of Directors of the CID and the TDD. At least one City Designee on the CID's Board of Directors shall satisfy the requirements of Section 67.1451.2(3) of the CID Act. The Developer shall (and shall cause any Related Parties owning property in the TDD boundaries to) vote to elect the City Designees to the TDD's Board of Directors in accordance with the TDD Act. Except as described in subsection (b) below, the remaining two (2) members of the CID's Board of Directors shall be selected by the Developer and/or its Related Parties (so long as Developer or the applicable Related Party is an owner of any business or property located within the CID). Except as described in subsection (b) below, following election of the City Designees, the remaining two (2) members of the TDD's Board of Directors shall be elected in the sole discretion of the of the owners of property within the TDD boundaries.

(b) If, at any time, any of the following occurs: (i) the CID's Board of Directors or the TDD's Board of Directors fails to appropriate CID Revenues or TDD Revenues, as applicable, in accordance with this Agreement (i.e., for purposes of paying the CID Annual Operating Costs, TDD Annual Operating Costs and paying the Financing Obligations); or (ii) the City defaults or breaches its obligations under this Agreement, then the number of City Designees provided in (a) above shall be reduced from three (3) representatives to two (2) representatives.

Section 15. Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

Section 16. Waiver. Any Party's failure at any time hereafter to require strict performance by any other Party, as applicable, of any provision of this Agreement shall not waive, affect or diminish any right of a Party thereafter to demand strict compliance and performance therewith.

Section 17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Section 18. Anti-Israel Discrimination. Pursuant to Section 34.600, RSMo., the Developer certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Section 19. No Partnership. It is expressly understood that the parties are not now, nor will they be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees,

acts, errors, omissions, debts, obligations or undertaking of any kind or nature of the other in performance of this Agreement.

Section 20. Further Acts. The Parties agree to perform or cause to be performed any and all such further acts as may be reasonably necessary to fulfill the terms and conditions of this Agreement, subject to any necessary legislative approvals.

Section 21. Modification. This Agreement shall not be amended, modified or canceled without the written consent of all parties to this Agreement.

Section 22. Governing Law. This Agreement shall be construed and governed in accordance with the law of the State of Missouri.

Section 23. WAIVER OF RIGHT TO JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, INTENTIONALLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT OR TRANSACTION CONTEMPLATED HEREBY OR THEREBY, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City, the CID, the TDD and the Developer have caused this Agreement to be executed in their respective names and the City, the CID and the TDD have caused their respective seals to be affixed thereto, and attested as to the date first above written. **THIS AGREEMENT CONTAINS A WAIVER OF THE PARTIES' RIGHTS TO TRIAL BY JURY. THE UNDERSIGNED HEREBY MUTUALLY RELINQUISH AND WAIVE THEIR RIGHT TO TRIAL BY JURY.**

CITY OF OSAGE BEACH, MISSOURI

By: _____
Michael Harmison, Mayor

(SEAL)

Attest:

_____
Tara Berreth, City Clerk

THIS AGREEMENT CONTAINS A WAIVER OF THE PARTIES' RIGHTS TO TRIAL BY JURY. THE UNDERSIGNED HEREBY MUTUALLY RELINQUISH AND WAIVE THEIR RIGHT TO TRIAL BY JURY.

LAKEPORT VILLAGE COMMUNITY IMPROVEMENT DISTRICT

By: _____
_____, Chairperson

(SEAL)

Attest:

_____
_____, Secretary

LAKEPORT VILLAGE TRANSPORTATION DEVELOPMENT DISTRICT

By: _____
_____, Chairperson

(SEAL)

Attest:

_____
_____, Secretary

LAKEPORT VILLAGE LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

DESCRIPTION OF CID PROJECT

The CID Project includes the demolition and removal of existing buildings or structures within the CID, the construction and installation of public improvements, including, but not limited to, sidewalks, streets, alleys, ramps, traffic signs and signals, utilities, drainage, water, sanitary sewer systems, and other site improvements, parking lots, garages or other facilities, and any other useful, necessary or desired public improvement within the CID.

EXHIBIT B

DESCRIPTION OF TDD PROJECT

The TDD Project includes the funding of the acquisition of a leasehold or fee interest in surface and/or garage parking spaces in a garage to be constructed in the proposed TDD, the sublease or lease of such surface and/or garage parking spaces, and the extension of sidewalk northernly along Jeffries Road to the southern boundary line of the property identified by the County of Camden as parcel number 08-l.0-02.3-000.0-004-009.000.

City of Osage Beach
Agenda Item Summary

Date of Meeting: June 15, 2023
Originator: Jeana Woods, City Administrator
Presenter: Mitch Moon, Economic Development Specialist

Agenda Item:
Bill 23-48 - An ordinance of the City of Osage Beach, Missouri, authorizing the expenditure of funds for promotional efforts to support the Lake of the Ozarks Bikefest 2023 event support request in an amount not to exceed $3,000. *Second Reading*

Requested Action:
Second Reading of Bill #23-48

Ordinance Referenced for Action:
Board of Aldermen approval is required for distribution of funds for Community Promotions - Community Event Support per City Code Section 110.300.

Deadline for Action:
None

Budgeted Item:
Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 10-21-754255 Community Event Support

FY2023 Budgeted Amount:	$ 13,000
FY2023 Expenditures to Date (05/22/2023):	($ 0)
FY2023 Available:	$ 13,000
FY2023 Requested Amount:	$ 3,000

Department Comments and Recommendation:
Community Event Support 10-21-754255 has a FY2023 budget of $13,000. Per City Code 110.300, the community event support funds shall be spent for the purpose of supporting event activities that bring visitors, trade, and business into the City. Applications are submitted to the City Administrator and shall be approved by the Board of Aldermen based on the applicant's need.

Enclosed is the Lake of the Ozarks Bikefest Event Support Application with supplemental information submitted by applicant. The request is for $3,000, the same

as last year's event application request, approved by the Board. The event is scheduled to be held on September 13 - 17, 2023.

City Attorney Comments:
Per City Code 110.230, Bill 23-48 is in correct form.

City Administrator Comments:
The first reading was read and approved on June 1, 2023. The application is presented for Board's consideration. This is the first and only application received to date for FY2023.

BILL NO. 23-48 ORDINANCE NO. 23.48

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE EXPENDITURE OF FUNDS FOR PROMOTIONAL EFFORTS TO SUPPORT THE LAKE OF THE OZARKS BIKEFEST 2023 EVENT SUPPORT REQUEST IN AN AMOUNT NOT TO EXCEED $3,000.00

WHEREAS, the Board of Aldermen find that the Lake of the Ozarks Bikefest is a yearly promotion of the Lake area and the event creates clear and direct benefits to the businesses and citizens of Osage Beach in terms on increased tourism, sales and publicity for the City and the Lake area and the board wishes to support this public event which promotes out community:

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

Section 1. That the expenditure of funds for advertising in an amount of Three Thousand dollars ($3,000.00) is hereby authorized to be paid to the Lake of the Ozarks Bikefest to be held September 13-17, 2023.

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

Section 3. Severability The chapters, sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or otherwise invalid by the valid judgment or degree of any Court of any competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the same would have been enacted by the Board of Aldermen without the incorporation in this ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

Section 4. Repeal of Ordinances not to affect liabilities, etc.

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

Section 5. This Ordinance shall take effect and be in full force from and after its passage by the Board of Aldermen and approval by the Mayor.

READ FIRST TIME: June 1, 2023 READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.48 was duly passed by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays: Abstentions: Absent:

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

_____ _____

Date Tara Berreth, City Clerk

Approved as to form:

_____

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.48.

_____

Michael Harmison, Mayor

_____

Date

ATTEST:

_____

Tara Berreth, City Clerk

City of Osage Beach
REQUEST FOR EVENT SUPPORT
Exhibit A to City Code Section 110.300

Requested Amount: $3,000 **Date of Request:** May 22, 2023

Organization Information:
Organization Name: Lake of the Ozarks Convention + Visitor Bureau
Address: PO Box 1498, Osage Beach, MO 65065
Phone # 573-348-1599 Fax # _____
Contact Name: Heather Brown
Phone # (cell) 573-280-9349 (Other) _____
Is the organization a not-for-profit? ☐ YES ☒ NO
If yes, is it a registered 501(c)3 or other designation? ☐ YES ☐ NO *(If yes, attach IRS classification)*
If yes, is the organization a local not-for-profit or national not-for-profit organization? _____
Your organization's activities focus on: *(check all that apply)*

- ☐ Families and Youth
- ☐ Health & Human Services
- ☐ Education, Job Development, Housing or other similar community focus
- ☒ Tourism
- ☐ Arts & Cultural Activities
- ☐ Environmental & Preservation
- ☐ Other: _____

Event Information:
Event Name: Lake of the Ozarks Bikefest
Event Dates: Wed, Sept 13-17, 2023
Event Location: Lake-Wide Event
Description of event: See attached

How will the proceeds of this event be used? Marketing + promotion of the event

How will the City be recognized through this event? See attached

Is the event open to the public? ☒ YES ☐ NO If no, explain: _____

Is there an entry fee or requirement to purchase a ticket, etc.? ☐ YES ☒ NO

If yes, explain: _____

Total budget for the event: See attached

(Attach details of your budget-include all sources of funding and expenses.)

In the case of a budget shortfall, how will the loss be covered? We will only spend the amount raised

How many years has this event been held? 17 years

Estimated attendance this year? 10,000 Last year's attendance, if applicable? about the same

Applicant:

Application Completed By: _____

Contact Phone/Cell: _____

_____ _____

Signature Print Name Title Date

Send Completed Application and Attachments To:

Email: jwoods@osagebeach.org

Mail: City of Osage Beach
Jeana Woods, City Administrator
1000 City Parkway
Osage Beach, MO 65065

****

Internal Use

Date Application Received: 05/22/2023 By: jwoods

Date Board Approved/Declined: _____ Amount Approved: _____

Other Information: _____

_____

Monday, May 22, 2023

The Lake of the Ozarks Bikefest committee would like to thank the City of Osage Beach for the $3,000 sponsorship for the 2022 Lake of the Ozarks Bikefest and the committee would like to ask the City of Osage Beach to consider a funding request in the amount of $3,000 for the 2023 Lake of the Ozarks Bikefest. The 2022 event was a large success, and our committee estimates the attendance to be 60,000 bikes.

The 2023 Lake of the Ozarks Bikefest Sponsorship would include.

1) **950 pixels X 950 pixels www.LakeBikeFest.com Banner Ad**
2) **Listing on Sponsor Page on www.LakeBikeFest.com with link to your website**
3) **Logo in Bikefest Section of the** *Official Bikefest Program Guides*
4) **Logo on 1,500 Official Bikefest Passports**
5) **Logo on 1 ,500 Official Bikefest Passport Maps**
6) **Logo on Official Bikefest Video**
7) **One blog about your business posted on the Bikefest Facebook page and other social media**

The City of Osage Beach is very instrumental in our efforts and the Lake of the Ozarks Bikefest committee is committed to assist in growing economic growth in the three counties at Lake of the Ozarks. There are also numerous lodging facilities that benefit greatly from the Lake of the Ozarks Bikefest in Osage Beach.

The Lake of the Ozarks Bikefest committee is very thankful for what the City of Osage Beach has done to assist in growing the Lake of the Ozarks Bikefest and we look forward to a continued relationship.

Here area few advertisements we are running in 2023:

Second Home Living
Lake of the Ozarks Restaurant Guide
Lake of the Ozarks Vacation & Services Guide
Lake of the Ozarks Get Down Guide
Funlake.com Banner Ad
MSW Interactive Designs Social Media Campaign
LO Profile Magazine
CycleFish.com Banner Ad
Mid Am Freedom Rally Guide
Bikefest 2'x3' Event Banner
Bikefest E-Mail Marketing
Bikefest TXT Messaging
Bikefest Geofencing – (12 Major Biker Events throughout the Midwest)
Bikefest Geotargeting - (Harley-Davidson Shops throughout the Midwest)

Our goal is to grow our budget so we can grow our advertising even more outside of Missouri. The above print advertisements are Regional, and our Digital Campaigns are outside of Missouri. Our goal is to create a larger budget to expand our marketing efforts digitally on a National Level.

Thank you again for your support and please feel free to reach out to me if you have any questions.

Respectfully,

Heather Brown
Bikefest Committee Chair
P.O. Box 1498
Osage Beach, MO 65065
573-348 – 1599 – office
Heather@funlake.com

2023 BIKE FEST		
	BUDGET	
Beginning Balance	$	18,020.65
Income		
Sponsor - TCLA Miller Co Bus Dist	$	10,000.00
Co-Title Sponsor - Aaron Saches	$	10,000.00
Co-Title Sponsor - Leatherman	$	2,000.00
Co-Title Sponsor - Osage Beach	$	3,000.00
~~Co Title Sponsor-Jack Daniels~~	~~$~~	~~5,000.00~~
Vendor Villages	$	1,500.00
Major Sponsor $500 X 8	$	3,000.00
Passport Stop Part $700 X20	$	14,000.00
Featured Lodging	$	2,900.00
Passport Sales	$	17,700.00
Lodging Listings	$	200.00
T-Shirt Sales (Vendor Donation)	$	86.00
Website Sales-Shady Gators	$	150.00
Patch Sales	$	1,350.00
Donations from Passports Sold	$	20.00
	$	88,926.65
Expenses		
Secretary of State-Annual Fees	$	11.25
Board Insurance	$	744.00
Mobil AdMessenger-McDaniel	$	13,000.00
~~CycleFish.com Banner-2 months~~	~~$~~	~~1,425.00~~
Hot Summer Nights - F/P Ad	$	395.00
Robinson Outdoor-Billboards	$	2,500.00
Mid Am Freedom Rally- 1 pg. Ad	$	360.00
Coyote-Geo Marketing	$	1,500.00
MSW-Social Media/Retargeting	$	10,250.95
Event Photos	$	1,150.00
(20) Passport Signs 18" x 24"	$	450.00
SNAFU-Strip Expenses	$	3,000.00
Get Down Guide - Full Page Ad	$	500.00
CMA Commisson	$	4,000.00
2022 Restaurant Guide F/P Ad		COMP
2022 Vacation Guide-LOCVB		COMP
www.funlake.com Event Banner		COMP
Advertising Commission-S&A	$	5,554.00
Event Banners	$	1,770.91
1,500 Passports & 1,800 Maps	$	2,266.18
~~Passport 2' x 3' Banners~~	~~$~~	~~649.09~~
Event Postcards	$	276.83
AlphaGraphics-Thank Yous	$	187.90
Passport Stop $5 x 333	$	1,665.00
CMA $5 x 552 + $1 x885 =	$	3,645.00
HD Motorcycle	$	27,000.00
Total	$	82,301.11
Balance	$	6,625.54

City of Osage Beach
Agenda Item Summary

Date of Meeting:	June 15, 2023
Originator:	Mike Welty, Assistant City Administrator
Presenter:	Mike Welty, Assistant City Administrator

Agenda Item:
Bill 23-51 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign an agreement with Elks Lodge #2517 for the construction and maintenance of a new Veterans Memorial to be built in the roundabout in front of City Hall.
Second Reading

Requested Action:
Second Reading of Bill #23-51

Ordinance Referenced for Action:
Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances

Deadline for Action:
None

Budgeted Item:
Not Applicable

Budget Line Information (if applicable):
Not Applicable

Department Comments and Recommendation:
At the 2023 budget workshops held last October and November, the board approved this project at a construction budget cost of $142,548. At the time, I was told that even though this had been approved at this cost, I should work toward finding ways to get the cost down to a more acceptable range. A range of 60 to 80k was generally provided.

Based on the attached engineer's estimate, I was not able to get this project down into that range. That said, I have diligently worked with the Elk's Lodge Veterans Committee and we have made some progress through community donations and out of the box thinking. Attached you will find an updated cost estimate, as well as a drawing and contract that provides the details on what the City's and the Elks' lodge responsibilities will be if this is approved.

Multiple board members have raised questions about the brick program and how it will work. The proposed brick program will work as follows.

This memorial will have the capacity to contain a total of 2000 engraved bricks. The Elk's Lodge pays $25 for each engraved brick.The Elk's Lodge will sell them for $100 per brick, although they have had several occasions where they have discounted the bricks down to $50 per brick. They have sold around 225 bricks over the past year. If they sold every brick, they would make as much as $125,000 to $150,000 after their cost and assuming they do not discount the bricks in the future. In the attached agreement you will see that the Elk's initial investment in this project is around $35,000. However, this agreement also obligates them to provide replacement flags for the memorial on an as-needed basis in perpetuity. These flags are typically replaced twice a year and the 6 flags together currently cost around $526. A 2000 total engraved brick capacity gives the memorial room to grow, but I think they will be hard pressed to sell all of the bricks and it will take years to do so if they do. It took them about a year to sell the 225 bricks. The bricks they have sold to date do not even cover their initial investment. The sale of these bricks will fund their maintenance obligations laid out in the agreement. As bricks are sold they will be vetted by the City to ensure they are appropriate for the memorial and added in groups once or twice a year. If this agreement is signed, the Elks Lodge will provide the City with replacement flags forever, so I think their brick program will help them offset those costs.

Here are the details of the agreement between the City and the Elks Lodge:

A veteran’s memorial will be constructed in the middle of the roundabout in front of City Hall located at 1000 City Parkway, Osage Beach, Mo and will be available for public viewing 24 hours a day and 365 days a year.

The memorial will consist of 6 flags representing the 6 branches of the military, 2 statues depicting and/or representing the military through multiple decades that will be placed on a raised pedestal with a headstone that will commemorate the memorial. There will be space for 2000 individual bricks engraved with the name, military branch, and years of service honoring those who served. It will also include two benches for seated viewing and the memorial will be ADA accessible.

The City of Osage Beach and the Elks Lodge #2517 will share the cost of construction and maintenance of a Veterans Memorial based on the following parameters:

City of Osage Beach responsibilities are as follows:

- Memorial engineering and construction costs.
- The Osage Beach Transportation Department will handle all demo and grading work for the project and prepare the site for construction of the memorial.
- General maintenance of the memorial in perpetuity
- All utility costs associated with the memorial.
- General security of the memorial

Elks Lodge #2517's responsibilities are as follows:

- Donation of 2 statues depicting and/or representing the military through multiple decades. (Estimated Value: $20,000)
- Donation of a headstone that will commemorate the memorial. (Estimated value: $1,500)
- 6 flag poles and 6 flags representing the 6 branches of the military. (Estimate Value: $5,200)
- The Elks Lodge will also supply the city with replacement flags on an as-needed basis in perpetuity.
- An Elks member with an electrical contractor license will donate the labor for all electrical work on the project. (Estimated value: $7,000)
- The Elks lodge will donate 1000 blank pavers to the project. Estimated Value: $1,400)
- The Elks Lodge will make a brick engraving program available to any member of the military, no matter their affiliation with the Elks Lodge. The program details shall be made available to the city. This brick engraving program will allow the Elks Lodge to offset their cost for the bricks that will be donated to the city to be added to the memorial and offset the cost of replacement flags provided to the city on an as-needed basis.
- Elks Lodge is responsible for providing two decorative benches to be installed by the contractor.

Additional Community Commitments:
- Cochran Engineering will donate $5,000 towards the project.
- Scotts Concrete will donate $5,000 toward the Elk's Lodge for the project. Concrete for the project must be purchased from Scott's Concrete by the Elk's Lodge at a price of $5,000.

All of these details are laid out in the agreement enclosed.

According to Dave Van Leer, the City Engineer, cost estimates for a project like this are hard to nail down as you don't know how a contractor will approach this type of work. Will we get a contractor willing to do the project because of what it will mean for the community or will we just get a contractor bidding for it like any other project? This is why you see the general conditions and contingency sections within the quote. We just don't know how people will bid this. The cost of building a memorial like this is not cheap. I reached out to 3 other communities in Missouri that have recently completed memorial projects with a similar scope to our proposed memorial and found project costs ranging from $85,000 up to $160,000.

I know the cost estimate for this project is higher than you wanted it to be, but I am asking you to sign this agreement and let us bid this out to see what we get. This agreement is only binding if this board approves the project. Lets bid this out, see what interest we get and let me bring the bids back to you and the Elks Lodge and we can see if we can make the project work. If the project is still too expensive, then we can

reassess, make changes and look at different timelines to get the project completed or if the board wishes for us to abandon the project, I think the Elk's lodge has a backup plan to put the memorial on their property.

I recommend approval.

City Attorney Comments:
Per City Code 110.230, Bill 23-51 is in correct form.

City Administrator Comments:
The first reading was read and approved on June 1, 2023. I concur with the department's recommendation.

BILL NO. 23-51 ORDINANCE NO. 23.51

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH ELKS LODGE #2517 FOR THE CONSTRUCTION AND MAINTENANCE OF A NEW VETERANS MEMORIAL TO BE BUILT IN THE ROUNDABOUT IN FRONT OF CITY HALL

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

Section 1. The Board of Aldermen of the City of Osage Beach hereby authorizes the Mayor to sign an agreement with Elks Lodge #2517 under substantially the same terms and conditions as set out in the attached contract ("Exhibit A").

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

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

READ FIRST TIME: June 1, 2023 READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.51 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays: Abstain: Absent:

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

_____ _____
Date Tara Berreth, City Clerk

Approved as to form:

_____
Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.51.

_____
Michael Harmison, Mayor

_____
Date

ATTEST:

_____
Tara Berreth, City Clerk

CITY OF OSAGE BEACH
VETERANS MEMORIAL AGREEMENT

THIS VETERANS MEMORIAL AGREEMENT (the "Agreement") states the terms and conditions that govern the contractual relationship between the City of Osage Beach, Missouri ("**City**") and Elks Lodge #2517 ("**Donor**"), on the following terms.

WHEREAS, the City wishes to create and maintain a memorial to express its gratitude to veterans at City Hall; and

WHEREAS, Donor wishes to donate certain labor and materials to City to assist with the creation of such a memorial; and

WHEREAS, the City wishes to exercise final approval authority over the donated items and materials to ensure they are consistent with the City's desired message.

NOW THEREFORE, City and Donor enter into the following Agreement to carry out the foregoing.

I. TERMS

1. **Memorial**. City intends to construct a veteran's memorial (the "**Memorial**") in the roundabout in front of City Hall located at 1000 City Parkway, Osage Beach, MO 65065. The Memorial is planned to consist of two statutes, six flag poles and six flags representing the six branches of the military, a commemorative headstone, two benches, and a field of commemorative bricks identifying veterans and/or supporters of the Memorial.

2. **City's Obligations.**

    a. *Conditions*. City's obligations herein are contingent upon necessary approvals and appropriations by its Board of Aldermen.

    b. *Bidding and construction.* Upon execution of this Agreement, City will seek bids for the work outlined herein. Contingent upon the above approvals, City will provide all engineering and construction services required to build the Memorial, less the donations mentioned below. Demolition and grading will be provided by the City's transportation department. The remaining services and materials needed to construct the Memorial shall be bid out per the City's standard bidding process and constructed accordingly.

c. *Maintenance.* City shall be responsible for the maintenance of the Memorial once it is constructed, including utilities, except as set forth below.

d. *Communication.* City will provide timely replies to Donor's inquiries and requests for information. City's point of contact for this Agreement is: Mike Welty, Assistant City Administrator.

3. **Donor's Obligations.**

a. *Donations by Donor.* Donor hereby agrees to donate the following:
   i. Two statues depicting and/or representing the military through multiple decades (Estimated Value: $20,000);
   ii. A headstone that will commemorate the memorial (Estimated Value: $1,500);
   iii. Six flag poles and six flags representing the six branches of the military, and replacement flags on an as needed basis in perpetuity (Estimate Value: $5,200);
   iv. Two decorative benches (to be installed by the contractor).

b. *Brick engraving program.* Donor will make available a brick engraving program to any member of the military no matter their affiliation with the Donor. The brick-engraving program will allow Donor to offset their cost for the bricks that will be donated to the City to be added to the memorial and offset the cost of replacement flags provided to the city on an as-needed basis.

Because the Memorial is intended to express the City's views and message, City reserves the right to accept or reject any and all bricks which do not fit City's message for the memorial: "honoring those who have served." City will accept bricks in one of the two following formats:

Option 1	Option 2
John V. Veteran U.S. Army 2008-12	Thank You Veterans Supporter Enterprises, LLC

City may accept other bricks which are substantially similar to these formats in its sole discretion.

c. *Other donations.* This Agreement is contingent upon the following other donations being delivered to City:
   i. Bob Bickle, a member of Donor, will donate the labor for all electrical work on the project, and City's acceptance of said labor shall be

contingent upon reaching an appropriate agreement with Bickle (Estimated Value: $7,000);

ii. Cochran Engineering will donate the sum of $5,000.00 towards the project.

iii. Donor will donate concrete worth $5,000 toward the project, which shall be contingent upon receiving a donation from Scotts Concrete.

d. *Professionalism.* Donor will exercise the care and skill ordinarily used by members of the subject profession practicing under similar circumstances (as defined by the appropriate licensing authority, professional standards, and/or relevant industry practices). Donor understands that it will be perceived as a representative of the City and will ensure its personnel and any subcontractors will conduct themselves in a thoroughly professional and respectable manner while performing all Work for the City and while on-site. Donor shall ensure its personnel and any subcontractors comply with all City policies while on-site or representing the City. Donor and its personnel and any subcontractors will comply with all reasonable instructions and requests by the City. City property and resources are to be used only in ways that are consistent with their lawful intended purpose.

e. *Insurance.* Donor shall purchase and maintain insurance as set forth below:

i. Commercial General Liability insurance with a limit of $1,000,000 for each occurrence and $1,000,000 general aggregate;

ii. Workers Compensation and Employer's Liability insurance in accordance with statutory requirements, with a limit of $100,000 for each accident.

Upon request, Donor shall cause City to be named as additional insured for any or all of such policies.

f. *Licenses, Permits, Taxes.* Donor shall be responsible for applying for, obtaining, and maintaining all licenses, permits, and other approvals required for itself, including but not limited to the Work. Donor shall be responsible for paying all sales, income, property, and other taxes required to carry on its business.

g. *Communication.* Donor will provide timely replies to City's inquiries and requests for information. Donor's point of contact for this Agreement is: Fred Catcott.

II. STANDARD CONDITIONS

The following conditions are standard in all City of Osage Beach contracts and are only to be modified with substantial justification, and then only as much as necessary to accommodate such justification.

4. **Appropriations.** The continuation of this Agreement is contingent upon annual appropriation of funds by the Osage Beach Board of Aldermen. In the event the Board of Aldermen shall not budget and appropriate, specifically with respect to this Agreement, on or before January 1, subsequent years of the contract moneys sufficient to make all payments under this Agreement, the City shall not be obligated to make those payments.

5. **Pre-Contract Expense.** [intentionally removed].

6. **Assignment or Transfer.** Neither this Agreement, nor any portion thereof, shall be transferred or assigned without formal written approval by the City.

7. **Discrimination Policy.** The City of Osage Beach advises the public that it does not discriminate on the basis of disability, race or color, national origin, religion, age, or sex in employment or the provision of municipal services. Donor shall not discriminate on any prohibited basis and shall comply with all applicable employment laws.

8. **Laws, Ordinances, and Regulations.** Donor shall conform to all Federal, State, and local regulations, ordinances, and laws applicable to Donor, the City, or the subject matter of this Agreement. The City shall not be responsible for any fees, charges, money, or other obligations due as result of from any service provided under this Agreement. Donor shall conform to all changes made to this Agreement as a result of any ordinance, law and/or directive issued by the Federal, State, or local authority having jurisdiction over this Agreement, Donor, or the City.

9. **E-Verify.** If this Agreement is for an aggregate value in excess of $5,000.00, Donor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Donor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the Work. *See* R.S.Mo. § 285.530.

10. **Anti-Israel Discrimination.** Donor certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. *See* R.S.Mo. § 34.600.

11. **Indemnification by Donor.** Donor shall indemnify, save, and hold harmless the City, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Donor or its employees, agents, subcontractors, or assignees arising out of this Agreement.

12. **No Indemnification by City.** Nothing in this Agreement shall be construed to require the City to indemnify Donor. Such indemnification is illegal under Missouri law. *See* Mo. A.G. Opinion 138-87 (1987).

13. **Sunshine Law.** All material submitted to the City will likely become public record and will be subject to the Missouri Sunshine Law, R.S.Mo. Chapter 610. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from other materials. Donor must include justification for the request. The City's obligation to comply with the Sunshine Law supersedes any request by Donor that material be treated as proprietary or confidential.

14. **Ownership of Work Product.** All documents and other work product created by Donor under this Agreement shall become the property of City once such work product has been delivered to the City.

15. **Termination.** The City reserves the right to terminate this Agreement without cause by giving 30 days' written notice to Donor. City may terminate this Agreement upon written notice of any violation of this Agreement if such violation is not cured within 7 calendar days of such notice. City may immediately terminate this Agreement for any material violation or any violation which creates a risk to the health, safety, or welfare of any person or property.

16. **Notices.** All formal notices or other documents required by this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at:

For City:	For Donor:
City Clerk	Elks Lodge #2517
1000 City Parkway	5161 Osage Beach Parkway
Osage Beach, MO 65065	Osage Beach, MO 65065

City may also serve written notice to Donor by personal delivery to any of its owners, officers, or employees.

17. **Necessary Documents.** The parties agree to execute and deliver without additional consideration such instruments and documents and to take such further actions as they may reasonably request in order to fulfill the intent of and give effect to this Agreement and the transactions contemplated thereby.

18. **Entire Agreement.** This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

19. **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein.

20. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

21. **Governing Law; Venue for Disputes.** This Agreement was made in the State of Missouri and shall be interpreted under and governed by the laws of the State of Missouri. Any action arising out of this Agreement or its subject matter shall be filed in the Circuit Court for Camden County, Missouri or the Associate Division thereof and the parties hereby consent and agree to the exclusive personal and subject-matter jurisdiction of that Court.

22. **WAIVER OF RIGHT TO JURY TRIAL.** THE PARTIES HEREBY KNOWINGLY, INTENTIONALLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT OR TRANSACTION CONTEMPLATED HEREBY OR THEREBY, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY.

23. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement.

24. **Severability.** If any provision in this Agreement shall be found to be void, the other provisions of this Agreement shall survive and remain enforceable.

25. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile or electronic (such as .PDF) copy of this Agreement or a signature thereto shall have the same force and effect as an original.

26. **Binding Effect.** This Agreement, subject to the above conditions of assignment, shall be binding upon and inure to the benefit of all parties and their respective legal representatives, successors, heirs, and assigns.

III. SPECIAL CONDITIONS

The following conditions are special to this Agreement. Any Special Condition which conflicts with or varies a Standard Condition shall be strictly construed in favor of the City.

27. [none]

IV. ACCEPTANCE

THIS AGREEMENT CONTAINS A WAIVER OF THE PARTIES' RIGHTS TO TRIAL BY JURY. THE UNDERSIGNED HEREBY MUTUALLY RELINQUISH AND WAIVE THEIR RIGHT TO TRIAL BY JURY.

CITY:		**DONOR:**	
CITY OF OSAGE BEACH, MISSOURI		**ELKS LODGE #2517**	
_____	_____	_____	_____
BY: Michael Harmison	Date	BY:	Date
ITS: Mayor		ITS:	

Attest:

_____ _____

BY: Tara Berreth Date

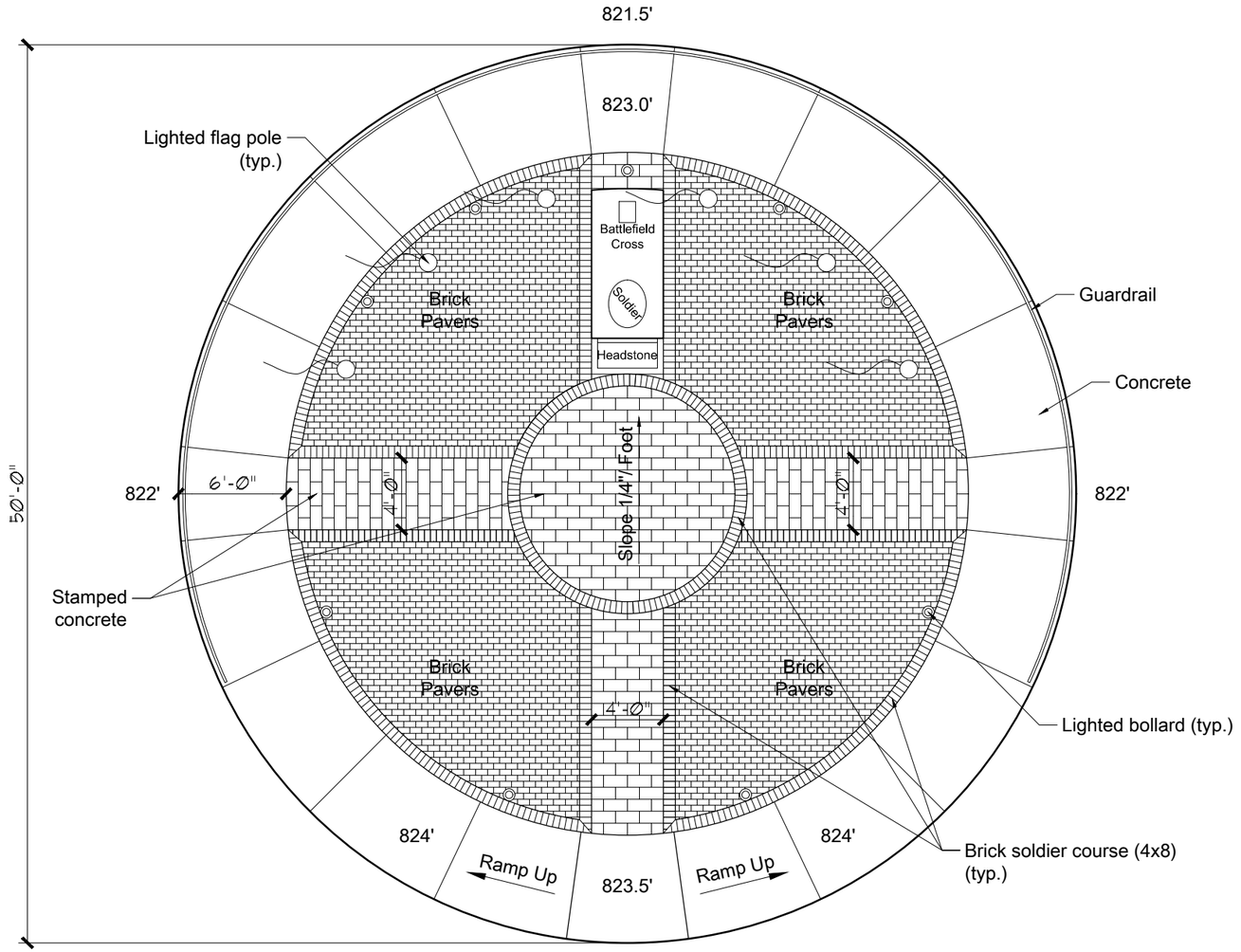
ITS: City Clerk

COST ESTIMATE
OSAGE BEACH VETERAN'S MEMORIAL
CITY OF OSAGE BEACH
PROJECT NUMBER 23-9425
May 18, 2023

	QUANTITY	UNIT	UNIT COST	TOTAL
Demo Existing Concrete Walkway (by City)	1	LS	$2,500.00	$2,500.00
Demo Existing Pipe Bollards (by City)	6	EA	$500.00	$3,000.00
Demo Existing Landscaping (by City)	1	LS	$1,000.00	$1,000.00
Drop Box Relocation (by City)	1	LS	$1,500.00	$1,500.00
Irrigation Removal (by City)	1	LS	$1,500.00	$1,500.00
Site Grading (by City)	1	LS	$2,000.00	$2,000.00
Retaining Wall	25	YDS	$150.00	$3,750.00
Compacted Granular Base	2,000	SF	$1.00	$2,000.00
Concrete Slab	14	YDS	$150.00	$2,100.00
Concrete Pedestal	2	YDS	$150.00	$300.00
Rebar/Forms/Labor for Walls and Footings	1	LS	$40,000.00	$40,000.00
Flag Pole Foundations and Flagpole Installation	6	EA	$1,500.00	$9,000.00
Stamped Concrete Walkway	280	SF	$10.00	$2,800.00
Paver Sand Base	710	SF	$2.00	$1,420.00
Brick Pavers	800	SF	$4.50	$3,600.00
Brick Pavers Installation	660	SF	$7.50	$4,950.00
Brick Soldier Course Installation	150	SF	$15.00	$2,250.00
Electrical Wiring	1	LS	$2,000.00	$2,000.00
Flag Pole Lights	14	EA	$400.00	$5,600.00
Curved Guardrail	1	LS	$20,000.00	$20,000.00
Statue/Headstone Mounting	1	LS	$2,000.00	$2,000.00
Scott's Concrete Donation	1	LS	-$5,000.00	-$5,000.00
Cochran Engineering Donation	1	LS	-$5,000.00	-$5,000.00
Work by City Forces	1	LS	-$11,500.00	-$11,500.00
Purchased Pavers	1	LS	-$1,000.00	-$1,000.00
			Subtotal	**$90,770.00**
General Condition/O.H./ Profit/Prevailing Wage/Increases (40%)				$36,308.00
			Subtotal	**$127,078.00**
Contingency (10%)				$12,707.80
			Subtotal	**$139,785.80**
A/E Fee				$10,000.00
GRAND TOTAL				**$149,785.80**

Items Provided by Elks

1. (2) Statues
2. Headstone
3. (6) Flagpoles, (6) Flags, and Replacement Flags
4. Donor Bricks and Engraving Program
5. Labor for electrical work
6. Future benches



ENLARGED PLAN

1/8" = 1'-0"

COCHRAN

PROJ: 23-9425
DATE: March, 2023

Osage Beach Veteran's Memorial
1000 City Parkway, Osage Beach, MO 65065

BRICKS 'R US
www.bricksrus.com

Lake of the Ozarks Elks Lodge #2517
Veterans Memorial

BUY A BRICK PROGRAM

We are raising money to help pay for the Osage Beach Veterans Memorial. The bricks will be placed around the statues at the Memorial. The Memorial will be located in the Front Circle at the Osage Beach City Hall. The theme of the Memorial is " HONOUR ALL THAT HAVE SERVED". The cost of each brick is $100 and the money raised will be used to offset the cost of the Memorial. Each brick will be 4"x 8". A Service Logo may also be added on each Brick. ***All engraving will be capital letters.***

Yes, we'd like to reserve a permanent brick. Please engrave our brick as follows:

Any Symbol Is Considered One Space (Period, Comma, Dash)
All Text Is Centered Unless Otherwise Noted

4x8 Brick

If you would like a Service Logo Circle the one desired.

			U	S	A	F					U	S	C	G						
U	S	N						U	S	A							U	S	M	C

Example

					F	R	E	D		C	A	T	C	O	T	T				
							U	S		N	A	V	Y							
						1	9	7	1	-	2	0	0	0						

Please return this form and your check payable to:

Elks Lodge #2517 Veterans Committee
5161 Osage Beach Parkway
Osage Beach< MO 65065

Name: Phone:
Address:
City: State: Zip:
Email Address: Amount Paid:

FORMS MUST BE RECEIVED WITH FULL PAYMENT FOR EACH BRICK

If you have any questions, please call Bill Morris 573-317-6808 or Fred Catcott 573-552-2901

You Can Also Order On Our On-Line Ordering Website: www.bricksrus.com/donorsite/nameoforganization

City of Osage Beach
Agenda Item Summary

Date of Meeting:	June 15, 2023
Originator:	Tara Berreth, City Clerk
Presenter:	Jeana Woods, City Administrator

Agenda Item:
Bill 23-54 - An ordinance authorizing the City of Osage Beach, Missouri, to issue its Taxable Industrial Revenue Bonds (Lakeport Village Project), Series 2023, in a principal amount not to exceed $360,000,000, for the purpose of providing funds to pay the costs of acquiring constructing and improving a facility for an Industrial Development Project in the City; approving a plan for the project and authorizing the City to enter into certain agreements and take certain other actions in connection therewith. *Second Reading*

Requested Action:
Second Reading of Bill #23-54

Ordinance Referenced for Action:
Chapter 100 Industrial Development Bonds are authorized by Section 27 & 27(b) of the Missouri Constitution and RsMO Sections 100.010 - 100.200. Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:
None

Budgeted Item:
Not Applicable

Budget Line Information (if applicable):
Not Applicable

Department Comments and Recommendation:
Not Applicable

City Attorney Comments:
Per City Code 110.230, Bill 23-54 is in correct form. Recommend approval.

City Administrator Comments:
The first reading was read and approved on June 1, 2023. If the Board desires to

proceed with the Lakeport Village Project, this is a necessary step to facilitate a sales tax exemption on construction materials used to construct the project. I concur with the department's recommendation.

BILL NO. 23-54 ORDINANCE NO. 23.54

AN ORDINANCE AUTHORIZING THE CITY OF OSAGE BEACH, MISSOURI, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS (LAKEPORT VILLAGE PROJECT), SERIES 2023, IN A PRINCIPAL AMOUNT NOT TO EXCEED $360,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF ACQUIRING, CONSTRUCTING AND IMPROVING A FACILITY FOR AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY; APPROVING A PLAN FOR THE PROJECT; AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Osage Beach, Missouri (the "City"), is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri (collectively, the "Act") to purchase, construct, extend and improve certain projects (as defined in the Act), to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, office industry, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable; and

WHEREAS, the Act requires the City to prepare a plan in connection with any industrial development project undertaken pursuant to the Act; and

WHEREAS, a Plan for an Industrial Development Project and Cost-Benefit Analysis (the "Plan") has been prepared in the form of Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, notice of the City's consideration of the Plan has been given in the manner required by the Act, and the Board of Aldermen has fairly and duly considered all comments submitted to the Board of Aldermen regarding the proposed Plan; and

WHEREAS, the Board of Aldermen hereby finds and determines that it is desirable for the improvement of the economic welfare and development of the City and within the public purposes of the Act that the City: (1) approve the Plan pursuant to the Act; (2) issue its Taxable Industrial Revenue Bonds (Lakeport Village Project), in one or more series, in the maximum principal amount of $360,000,000 (the "Bonds"), for the purpose of acquiring a leasehold interest in approximately 24 acres of real property located at the northeast corner of Jefferies Road and U.S. Route 54 in the City (as legally described in the hereinafter-defined Lease Agreement, the "Project Site") and constructing thereon a family-friendly resort and entertainment district (as more fully described in the Lease Agreement, the "Project Improvements" and, together with the acquisition of a leasehold interest in the Project Site, the "Project"); and (3) lease the Project to Lakeport Village, LLC, affiliates thereof and other various amusement, hotel and restaurant partners (as applicable, the "Developer"); and

WHEREAS, the Lease Agreement contemplates the issuance of the Bonds for the purpose of facilitating a sales tax exemption on construction materials used to construct the Project Improvements; and

WHEREAS, the Board of Aldermen further finds and determines that it is necessary and desirable in connection with the implementation of the Plan and the issuance of the Bonds that the City enter into certain documents and take certain other actions as herein provided.

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

Section 1. Approval of the Plan. The Board of Aldermen hereby approves the Plan.

Section 2. Authorization for the Project. The City is hereby authorized to provide for the purchase and construction of the Project, in the manner and as more particularly described in the Indenture and the Lease Agreement hereinafter authorized.

Section 3. Authorization of the Bonds. The City is hereby authorized to issue and sell the Bonds as described in the recitals hereto for the purpose of providing funds to pay the costs of the Project. The Bonds shall be issued and secured pursuant to the Indenture and shall have such terms, provisions, covenants and agreements as are set forth in the Indenture.

Section 4. Limitation on Liability. The Bonds and the interest thereon shall be limited obligations of the City, payable solely out of certain payments, revenues and receipts derived by the City from the Lease Agreement. Such payments, revenues and receipts shall be pledged and assigned to the bond trustee named in the Indenture (the "Trustee"), as security for the payment of the Bonds as provided in the Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State of Missouri (the "State") or any other political subdivision thereof, and neither the City nor the State shall be liable thereon. The Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction and are not payable in any manner by taxation.

Section 5. Authorization of Documents. The City is hereby authorized to enter into the following documents (collectively, and inclusive of any documents authorized by Section 6 below, the "City Documents"), in substantially the forms presented to and approved by the Board of Aldermen and attached to this Ordinance, with such changes therein as shall be approved by the officials of the City executing the City Documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

(a) Base Lease between the City and the Developer, in substantially the form of Exhibit B, attached hereto and incorporated herein by reference, pursuant to which the Developer will lease the Project to the City pursuant to the terms and conditions contained therein.

(b) Lease Agreement (the "Lease Agreement") between the City and the Developer, in substantially the form of Exhibit C, attached hereto and incorporated herein by reference, pursuant to which the City will lease the Project to the Developer pursuant

to the terms and conditions contained therein, in consideration of rental payments by the Developer that will be sufficient to pay the principal of and interest on the Bonds.

(c) Trust Indenture (the "Indenture") between the City and the Trustee, in substantially the form of Exhibit D, attached hereto and incorporated herein by reference, pursuant to which the Bonds will be issued and the City will pledge the Project and assign certain of the payments, revenues and receipts received pursuant to the Lease Agreement to the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions set forth therein.

(d) Bond Purchase Agreement between the City and the Developer, in substantially the form of Exhibit E, attached hereto and incorporated herein by reference, pursuant to which the Developer will purchase the Bonds.

Section 6. Multiple Series of Bonds and City Documents. Notwithstanding anything to the contrary contain herein, at the written request of Lakeport Village, LLC, separate series of Bonds may be issued for specific portions of the overall Project and separate City Documents may be entered into with the applicable Developer entity for each portion of the Project subject to a separate series of Bonds so long as the total maximum amount of all Bonds issued under the authority of this Ordinance does not exceed $360,000,000. Any City Documents that are executed for a specific portion of the Project shall be in substantially the form of the City Documents attached to this Ordinance, as revised to reflect (a) the applicable Developer entity, (b) the principal amount of the applicable series of Bonds and (c) the description of the applicable portion of the Project.

Section 7. Execution of Documents. The Mayor is hereby authorized to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the applicable Indenture(s). The Mayor is hereby authorized to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to attest to and affix the seal of the City to the Bonds, the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 8. Further Authority. The City shall, and the officials, agents and employees of the City are hereby authorized to, take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents. The Mayor and the City Administrator are hereby authorized, through the term of the Lease Agreement, to execute all documents on behalf of the City (including documents pertaining to the financing or refinancing of the Project by the Developer) as may be required to carry out and comply with the intent of this Ordinance, the Indenture and the Lease Agreement. The Mayor and the City Administrator are further authorized, on behalf of the City, to grant such consents, estoppels and waivers relating to the Bonds, the Indenture or the Lease Agreement as may be requested during the term thereof;

provided, such consents, estoppels and/or waivers shall not increase the principal amount of the Bonds, increase the term of the Lease Agreement or the economic incentives provided therein, waive an event of default or materially change the nature of the transaction. The City Clerk is authorized to attest to and affix the seal of the City to any document authorized by this Section.

Section 9. Severability. The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the Board of Aldermen has or would have enacted the valid sections without the void one; and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 10. Effective Date. This Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME: June 1, 2023 READ SECOND TIME:

I hereby certify that Ordinance No. 23.54 was duly passed on by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays:

Abstentions: Absent:

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

_____ _____

Date Tara Berreth, City Clerk

Approved as to form:

_____

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.54.

_____

Michael Harmison, Mayor

_____ _____

Date Tara Berreth, City Clerk

EXHIBIT A

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT AND COST-BENEFIT ANALYSIS

(On file in the office of the City Clerk)

EXHIBIT B

BASE LEASE

(On file in the office of the City Clerk)

EXHIBIT C

LEASE AGREEMENT

(On file in the office of the City Clerk)

EXHIBIT D

TRUST INDENTURE

(On file in the office of the City Clerk)

EXHIBIT E

BOND PURCHASE AGREEMENT

(On file in the office of the City Clerk)

Exhibit A

CITY OF OSAGE BEACH, MISSOURI

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND
COST-BENEFIT ANALYSIS

LAKEPORT VILLAGE

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* * *

I. PURPOSE OF THIS PLAN

The City of Osage Beach, Missouri (the "City"), intends to issue taxable industrial revenue bonds in a principal amount not to exceed $360,000,000 (the "Bonds") to finance the costs of a proposed industrial development project (the "Project") for the benefit of Lakeport Village, LLC (including any affiliates and together with various amusement, hotel, restaurant and other partners, the "Developer"). The Bonds will be issued pursuant to the provisions of Sections 100.010 to 100.200 of the Revised Statutes of Missouri ("Chapter 100") and Article VI, Section 27(b) of the Missouri Constitution (together with Chapter 100, the "Act"). The Bonds may be issued in multiple series and will initially be owned by the Developer and cannot be transferred, other than to the Developer's affiliates and lenders, without the City's prior approval.

Gilmore & Bell, P.C. has prepared this Plan for an Industrial Development Project and Cost-Benefit Analysis (this "Plan") to satisfy requirements of the Act and to analyze the potential costs and benefits, including the related tax impact on all affected taxing jurisdictions, of using industrial revenue bonds to finance the Project and to facilitate a sales and use tax exemption on construction materials used to complete the Project.

II. DESCRIPTION OF CHAPTER 100 FINANCINGS

General. Chapter 100 authorizes cities, counties, towns and villages to issue industrial development revenue bonds to finance the purchase, construction, extension and improvement of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities that provide interstate commerce, and industrial plants, including the real estate either within or without the limits of such municipalities, buildings, fixtures and machinery. In addition, Article VI, Section 27(b) of the Missouri Constitution authorizes cities, counties, towns and villages to issue revenue bonds for the purpose of paying all or part of the cost of purchasing, constructing, extending or improving any facility for manufacturing, commercial, warehousing and industrial development purposes, including the real estate, buildings, fixtures and machinery.

Issuance and Sale of Bonds. Revenue bonds issued pursuant to the Act do not require voter approval and are payable solely from revenues received from a lease or other disposition of the project. The municipality issues its bonds and in exchange, the benefited company promises to make payments that are sufficient to pay the principal of and interest on the bonds as they become due. Thus, the municipality merely acts as a conduit for the financing.

Concurrently with the closing of the bonds, the benefitted company will lease the site on which the project will be located to the municipality. The municipality will immediately lease the project site and the improvements thereon back to the benefited company pursuant to a lease agreement. The lease agreement will require the benefitted company, acting on behalf of the municipality, to use the bond proceeds to purchase and construct the project.

Under the lease agreement, the benefitted company typically: (1) unconditionally agrees to make payments sufficient to pay the principal of and interest on the bonds as they become due; (2) agrees, at its own expense, to maintain the project, to pay all taxes and assessments with respect to the project and to maintain adequate insurance; (3) may, at its own expense, make certain additions, modifications or improvements to the project; (4) may assign its interests under the lease agreement or sublease the project while remaining responsible for payments under the lease agreement; (5) covenants to maintain its corporate existence during the term of the bond issue; and (6) agrees to indemnify the municipality for certain liability the municipality might incur as a result of its participation in the transaction.

Sales and Use Tax Exemption. The purpose of this Plan is to provide a sales and use tax exemption on qualified building materials. Under the Act and other applicable state law, qualified building materials can be exempt from sales and use tax if approved by the municipality. The sales and use tax exemption is evidenced by a project exemption certificate issued by the municipality.

Property Tax Abatement. While the Act is often used to facilitate real or personal property tax abatement, the Developer is not seeking, and this Plan does not authorize, any real or personal property tax abatement or exemption. The Project, however, is expected to be located in a tax increment financing district.

III. DESCRIPTION OF THE PARTIES

Lakeport Village LLC. The Developer is an affiliate of Tegethoff Development, LLC, a luxury lifestyle developer that has developed properties throughout the Midwest, including several mixed-use projects such as Summit at West Pryor in Lee's Summit, Missouri, Wildhorse in Chesterfield, Missouri, and Expo at Forest Park in St. Louis, Missouri. The Developer will work with various amusement, hotel, restaurant and other partners to complete the Project.

City of Osage Beach, Missouri. The City is a fourth-class city and political subdivision of the State of Missouri. The City is authorized and empowered pursuant to the provisions of the Act to purchase, construct, extend, equip and improve certain projects (as defined in the Act), to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

IV. REQUIREMENTS OF THE ACT

A. Description of the Project. The Project consists of acquiring a leasehold interest in approximately 24 acres of real property located at the northeast corner of Jefferies Road and U.S. Route 54 (the "Project Site") and constructing thereon a family-friendly resort and entertainment district (the "Project Improvements" and, together with the acquisition of a leasehold interest in the Project Site, the "Project"). The resort and entertainment district is expected to consist of an approximately 350-425 room hotel with at least 15,000 square feet of conference center facilities (inclusive of ballroom space, business center space, and/or meeting space), an outdoor area, amusement and entertainment uses (such uses may include an arcade and/or a Ferris wheel), a boardwalk overlooking the Lake of the Ozarks, a multi-story parking garage and not less than 15,000 square feet of commercial space to accommodate restaurant, retail and other commercial uses. If this Plan is approved, the Developer expects to commence construction of the Project Improvements in mid-2023, with completion of initial amusement and entertainment uses estimated to be in 2024 and completion of the hotel and waterpark estimated to be in 2026.

B. Estimate of the Costs of the Project. The acquisition and construction of the Project are estimated to cost approximately $356,950,000. The Bonds will be issued in the maximum principal amount of $360,000,000 to provide for contingencies.

C. Sources of Funds to be Expended for the Project. The sources of funds to be expended for the Project will be the proceeds of the Bonds in the maximum principal amount of $360,000,000 and other available funds of the Developer. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project (as further described below). The Bonds will not be an indebtedness or general obligation, debt or liability of the City or the State of Missouri. No tax revenues will be used to repay the Bonds.

D. Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City. During construction of the Project Improvements, the City will lease the Project to the Developer for lease payments equal to the principal of and interest on the Bonds. Under the terms of the lease agreement, the Developer will have the option to purchase the Project at any time for nominal consideration. All leases entered into in furtherance of this Plan in connection with the Project Improvements will terminate following completion of the Project Improvements.

E. Affected School District, Community College District, Emergency Service Providers, County and City. The Camdenton Reorganized School District No. R-3 of Camden County, Missouri, is the school district affected by the Project. No community college or ambulance district is affected by the Project. The Osage Beach Fire Protection District is the fire protection district affected by the Project. Camden County, Missouri, is the county affected by the Project. The City of Osage Beach, Missouri, is the city affected by the Project.

F. Current Assessed Valuation. The most recent equalized assessed valuation of the real property included in the Project is $957,870. The total equalized assessed valuation of the real property included in the Project after construction of the Project Improvements is estimated to be approximately $76,572,000. It is anticipated, however, that tax increment financing will capture taxes attributable to the increase in assessed valuation.

G. Payments in Lieu of Taxes. This Plan does not provide for any property tax abatement or any payments in lieu of taxes. However, as noted above, the Project is expected to be located in a tax increment financing district. Drafts of the redevelopment plan and cost-benefit analysis relating to the proposed tax increment financing for the Project are on file with the City. Please consult such drafts for a discussion of the real property taxes and tax increment financing revenues associated with the Project.

H. Sales and Use Tax Exemption. Qualified building materials purchased for the construction of the Project Improvements are expected to be exempt from sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the Bond documents upon delivery of a project exemption certificate by the City to the Developer.

I. Cost-Benefit Analysis. In compliance with Section 100.050.2(3) of the Revised Statutes of Missouri, this Plan has been prepared to show the costs and benefits to the City and to other taxing jurisdictions affected by the sales and use tax exemption for the Project. For purposes of determining the impact of the exemption granted by the City on the affected taxing jurisdictions, it was assumed that:

- $142,780,000 of the total costs of the Project Improvements will be allocated to construction material costs;

- the applicable sales tax rate is 8.225%, of which 4.225% is allocated to the State of Missouri (the "State"), 1.500% is allocated to Camden County (the "County"), 2.000% is allocated to the City and 0.500% is allocated to the Osage Beach Fire Protection District (the "Fire District");

- the applicable use tax rate is 5.725%, of which 4.225% is allocated to the State and 1.500% is allocated to the County;

- 80% of the qualified construction materials will be subject to the State's sales tax and 20% will be subject to the State's use tax;

- 20% of the qualified construction materials will be subject to the County's sales and use taxes;

- 20% of the qualified construction materials will be subject to the City's sales tax; and

- 20% of the qualified construction materials will be subject to the Fire District's sales tax.

Please note that any variance in these assumptions will alter the net fiscal impact of the sales and use tax exemption on the affected taxing jurisdictions.

Based on the assumptions set forth above, the net fiscal impact of the sales and use tax exemption on the qualified building materials granted by the City is approximately $7,603,035, allocated as follows:

	Sales Tax	Use Tax	Total
State of Missouri	$4,825,964	$1,206,491	$6,032,455
Camden County	428,340	428,340	856,680
City of Osage Beach	571,120	n/a	571,120
Osage Beach Fire Protection District	142,780	n/a	142,780
Total	$5,968,204	$1,634,831	$7,603,035

The City believes that the Developer's investment in the Project will create construction jobs during the construction period, spur additional investment in the City and support the tourism efforts in the Lake of the Ozarks region. The Project will also generate significant real property taxes after conclusion of the 23-year tax increment financing period). Significant commercial surcharge and personal property taxes, which are not subject to tax increment financing, will be generated upon completion of the Project. These ancillary impacts were not measured for purposes of this Plan. This Plan does not attempt to quantify the overall economic impact of the Project.

V. ASSUMPTIONS AND BASIS OF PLAN

As described herein, this Plan includes assumptions that impact the amount of the sales and use tax exemption proposed for the Project.

In addition to the foregoing, in order to complete this Plan, Gilmore & Bell, P.C. has generally reviewed and relied upon information furnished by, and has participated in conferences with, representatives of the City and its counsel, representatives of the Developer and its counsel and other persons as the firm has deemed appropriate. Gilmore & Bell, P.C. does not assume any responsibility for the accuracy, completeness or fairness of any of the information provided by others and has not independently verified the accuracy, completeness or fairness of such information.

* * *

Exhibit B

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT:	BASE LEASE
DOCUMENT DATED AS OF:	[*Date*], 2023
GRANTOR:	LAKEPORT VILLAGE, LLC
GRANTOR'S MAILING ADDRESS:	4401 North Mesa El Paso, Texas 79902
GRANTEE:	CITY OF OSAGE BEACH, MISSOURI
GRANTEE'S MAILING ADDRESS:	1000 City Parkway Osage Beach, Missouri 65065
RETURN DOCUMENTS TO:	Mark A. Spykerman, Esq. Gilmore & Bell, P.C. 211 North Broadway, Suite 2000 St. Louis, Missouri 63102
LEGAL DESCRIPTION:	See **Exhibit A**

BASE LEASE

THIS BASE LEASE (this "Base Lease") is made and entered into as of [*Date*], 2023 (the "Effective Date"), by and between **LAKEPORT VILLAGE, LLC**, a limited liability company organized and existing under the laws of the State of Missouri (the "Developer"), and the **CITY OF OSAGE BEACH, MISSOURI**, a fourth-class city organized and existing under the laws of the State of Missouri (the "City").

RECITALS:

A. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri (collectively, the "Act") to purchase, construct, extend and improve certain projects (as defined in the Act), to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, office industry, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

B. Pursuant to the Act, the Board of Aldermen passed Ordinance No. 23.___ on May 18, 2023 (the "Ordinance"), authorizing the City to issue its Taxable Industrial Revenue Bonds (Lakeport Village Project), Series 2023, in the maximum principal amount of $360,000,000 (the "Bonds"), for the purpose of (a) acquiring a leasehold interest in approximately 24 acres of real property located at the northeast corner of Jefferies Road and U.S. Route 54 in the City (as legally described on **Exhibit A**, the "Project Site") and (b) constructing thereon a family-friendly resort and entertainment district (the "Project Improvements").

C. Pursuant to the Act and the Ordinance, the City is authorized to (a) enter into a Trust Indenture of even date herewith with UMB Bank, N.A., as trustee, for the purpose of issuing and securing the Bonds, as therein provided, (b) enter into this Base Lease with the Developer under which the City will acquire a leasehold interest in the Project Site and (c) enter into a Lease Agreement of even date herewith (the "Lease") with the Developer under which the City will, or will cause the Developer to, construct the Project Improvements and will lease the Project Improvements, as they may at any time exist, together with the City's leasehold interest in the Project Site (collectively, the "Project") to the Developer in consideration of rental payments by the Developer that will be sufficient to pay the principal of and interest on the Bonds.

D. In connection with the issuance of the Bonds and the execution of the Lease, the City has agreed to cooperate with the Developer and the contractors for the Project Improvements in acquiring the benefits of sales tax exemption for purchases of materials used to construct the Project Improvements.

E. The Developer desires to lease the Project to the City, and the City desires to lease the Project from the Developer and to acquire and hold a leasehold interest for the term of this Base Lease as more fully described in this Base Lease.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and the Developer do hereby represent, covenant and agree as follows:

Section 1. Definitions. In addition to any words and terms defined elsewhere in this Base Lease, capitalized words and terms used in this Base Lease shall have the meanings given to such terms in the Lease.

Section 2. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is an incorporated political subdivision of the State of Missouri.

(b) Under the provisions of the Act, the City has lawful power and authority to enter into the transactions contemplated by this Base Lease and to carry out its obligations hereunder.

(c) By proper action of its governing body, the City has been duly authorized to execute and deliver this Base Lease, acting by and through its duly authorized officers.

Section 3. Representations by the Developer. The Developer makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Developer is a limited liability company validly existing and in good standing under the laws of the State of Missouri.

(b) The Developer has lawful power and authority to enter into this Base Lease and to carry out its obligations hereunder, and the Developer has been duly authorized to execute and deliver this Base Lease, acting by and through its duly authorized officers and representatives.

(c) The Developer is the owner of the Project Site and is permitted to lease the Project to the City pursuant to this Base Lease.

Section 4. Lease Term. This Base Lease shall become effective upon execution and delivery and, subject to earlier termination pursuant to the provisions of this Base Lease, shall have a term commencing as of the date of this Base Lease and terminating simultaneously with the payment of all amounts due under **Section 11.1** or **Section 11.4** of the Lease. Upon such payment, all of the City's rights, title and interest in the Project under this Base Lease shall revert to the Developer without the requirement of any action by the City or the Trustee.

Section 5. Granting of Leasehold Estate. The Developer hereby rents, leases and lets the Project to the City, and the City hereby rents, leases and hires the Project from the Developer, subject to Permitted Encumbrances existing as of the date of the execution and delivery hereof, for the rentals and upon and subject to the terms and conditions herein contained.

Section 6. Rent. In addition to the City's obligations under the Lease and the Redevelopment Agreement, the City hereby agrees to pay to the Developer annual rent under this Base Lease (the "Rent") equal to One Dollar and no/100 ($1.00), which shall be due on the date of this Base Lease and on each January 1 thereafter during the term of this Base Lease. The Developer hereby acknowledges that it has received the Rent due on the date of this Base Lease.

Section 7. Use and Possession of the Project. The City will have the rights of use and possession of the Project only to the extent permitted by the Lease; provided, if the City terminates the Lease pursuant to **Section 12.2(b)** thereof, the City will have the right to possession of the Project until

the payment of all amounts due under **Section 11.1** or **Section 11.4** of the Lease and will have the right to operate or sell its interest in the Project upon whatever terms and conditions it deems prudent.

Section 8. Assignability. The City will not assign, sublease, mortgage or otherwise transfer or encumber its interest in this Base Lease except to the Developer pursuant to the Lease.

Section 9. Repairs and Maintenance. The Developer shall, at its sole cost and expense, maintain and repair the Project, and all portions thereof and improvements thereto, to the extent required by the Lease. In no event shall the City be required to make any repairs, improvements, additions, replacements, reconstructions or other changes to the Project or perform any maintenance thereon.

Section 10. Taxes. Pursuant to **Section 6.2** of the Lease, the Developer shall promptly pay all taxes or other governmental charges that if unpaid, would encumber the City's leasehold interest in the Project.

Section 11. Insurance. The Developer shall maintain the insurance policies required by **Article VII** of the Lease.

Section 12. Condemnation. If at any time during the term of this Base Lease, there shall be a total or partial taking of the Project in condemnation proceedings or by any right of eminent domain or by sale in lieu thereof, the parties shall have the rights and obligations provided in the Lease, and this Base Lease shall terminate only to the extent and in the manner provided in the Lease.

Section 13. Surrender of the Project. Except as otherwise expressly provided in this Base Lease, the City shall surrender and deliver up the Project and all associated improvements to the Developer at the expiration or other termination of this Base Lease, to the limited extent that the City may have any rights to possession thereof as expressly provided herein, without fraud or delay.

Section 14. Notices. Any and all notices, demands, requests, submissions, approvals, consents, disapprovals, objections, offers or other communications or documents required to be given, delivered or served or which may be given, delivered or served under or by the terms and provisions of this Base Lease or pursuant to law or otherwise, shall be made in the form and manner provided in the Lease.

Section 15. Developer's Right to Terminate. The Developer may terminate this Base Lease at any time by exercising its option to purchase the City's interest in the Project pursuant to **Article XI** of the Lease.

Section 16. Conflict with the Lease. In the event of any conflict between the terms hereof and the terms of the Lease, the terms of the Lease shall control.

Section 17. Limitation on Liability of City. No provision, covenant or agreement contained in this Base Lease or any obligation herein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri. Such limitation shall not apply to any liability or charge directly resulting from the City's breach of any material provision, covenant or agreement contained herein.

Section 18. Governing Law. This Base Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 19. Binding Effect. This Base Lease shall be binding upon and shall inure to the benefit of the City and the Developer and their respective successors and assigns.

Section 20. Severability. If for any reason any provision of this Base Lease is determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 21. Execution in Counterparts. This Base Lease may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 22. Electronic Transaction. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 23. [*Subordination of Base Lease. By its execution hereof, each of the Developer and the City hereby agrees that this Base Lease shall be, is and shall continue to be, subordinate and inferior to the Fee Deed of Trust until all [*Obligations*] (as such term is defined in the Fee Deed of Trust) have been indefeasibly paid and performed in full, including but not limited to, all future advances and future obligations secured by the Fee Deed of Trust. Such subordination shall be self-operative and shall be irrespective of the time, manner, order of recording or perfection or any other priority that ordinarily would result under the Uniform Commercial Code as enacted in each and every applicable jurisdiction, and as amended from time to time, and other applicable law for the order of granting or perfecting any security interests referred to herein.

Section 24.*] Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Developer certifies it is not currently engaged in and shall not, for the duration of this Base Lease, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel or (c) persons or entities doing business in the State of Israel.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Base Lease as of the Effective Date.

LAKEPORT VILLAGE, LLC,
a Missouri limited liability company

By: _____
Jeffrey J. Tegethoff, Manager

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, appeared **JEFFREY J. TEGETHOFF**, to me personally known, who, being by me duly sworn, did say that he is the Manager of **LAKEPORT VILLAGE, LLC**, a Missouri limited liability company, and that said instrument was signed on behalf of said company by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said company.

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

_____
Name: _____
Notary Public in and for said State

My Commission Expires:

PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS BOX

CITY OF OSAGE BEACH, MISSOURI

(SEAL)

By: _____
Michael Harmison, Mayor

Attest:

_____
Tara Berreth, City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF CAMDEN)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, appeared **MICHAEL HARMISON**, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF OSAGE BEACH, MISSOURI**, a fourth-class city and political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed by authority of its Board of Aldermen, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

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

_____
Name: Mark A. Spykerman
Notary Public in and for said State

My Commission Expires:

PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS BOX

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT SITE

The land situated in the County of Camden, State of Missouri, and described as follows:

Commencing at a 5/8" rebar marking the West Quarter corner of said Section; thence, South 89 Degrees, 04 Minutes, 27 Seconds East along the Quarter Section line of said Section, 537.27 feet to a set 1/2 inch rebar and the POINT OF BEGINNING; thence, leaving said Quarter Section line, South 27 Degrees, 51 Minutes, 54 Seconds East along the Easterly right of way of Jefferies Road, 9.10 feet to Centerline Station 180+80, and 16+20 on the Northerly right of way of US Highway 54; thence, leaving said Easterly right of way, North 89 Degrees, 51 Minutes, 02 Seconds East along said Northerly right of way, 100.29 feet to a set 1/2 inch rebar; thence, leaving said Northerly right of way, North 0 Degrees, 55 Minutes, 31 Seconds West along the Westerly line of a tract of land described by deed in Book 805, Page 905 in said Records of Camden County, 6.10 feet to a set 1/2 inch rebar; thence, leaving said westerly line, South 89 Degrees, 04 Minutes, 27 Seconds East along the Northerly line of said tract of land, and the Quarter Section line of said Section, 200.61 feet to a set 1/2 inch rebar; thence, leaving said Quarter Section line and said Northerly line, North 76 Degrees, 58 Minutes, 46 Seconds East along the Northerly right of way of US Highway 54, 70.00 feet to Centerline Station 177+30; thence, North 85 Degrees, 43 Minutes, 32 Seconds East, 131.53 feet to Centerline Station 176+00; thence, North 77 Degrees, 37 Minutes, 31 Seconds East, 25.93 feet to a set 1/2 inch rebar; thence, leaving said Northerly right of way along the approximate 662 contour along the following courses: North 8 Degrees, 40 Minutes, 02 Seconds East, 61.36 feet; thence, North 25 Degrees, 33 Minutes, 36 Second East, 18.15 feet; thence, North 37 Degrees, 57 Minutes, 49 Seconds East, 89.00 feet; thence, North 39 Degrees, 21 Minutes, 12 Seconds East, 19.22 feet; thence, North 32 Degrees, 08 Minutes, 52 Seconds East, 17.08 feet; thence, North 16 Degrees, 40 Minutes, 39 Seconds East, 37.22 feet; thence, North 17 Degrees, 15 Minutes, 18 Seconds East, 24.15 feet; thence, North 35 Degrees, 14 Minutes, 29 Seconds East, 10.43 feet; thence, North 32 Degrees, 43 Minutes, 40 Seconds East, 8.12 feet; thence, North 37 Degrees, 15 Minutes, 51 Seconds East, 6.57 feet; thence, North 16 Degrees, 44 Minutes, 12 Seconds East, 29.27 feet; thence, North 17 Degrees, 09 Minutes, 28 Seconds East, 32.03 feet; thence, North 3 Degrees, 14 Minutes, 48 Seconds East, 23.08 feet; thence, North 44 Degrees, 07 Minutes, 28 Seconds West, 87.88 feet; thence, North 58 Degrees, 01 Minutes, 21 Seconds West, 19.80 feet; thence, North 66 Degrees, 28 Minutes, 23 Seconds West, 14.63 feet; thence, North 60 Degrees, 02 Minutes, 33 Seconds West, 15.31 feet; thence, North 72 Degrees, 37 Minutes, 16 Seconds West, 29.79 feet; thence, North 63 Degrees, 08 Minutes, 35 Seconds West, 27.55 feet; thence, North 72 Degrees, 52 Minutes, 41 Seconds West, 127.47 feet; thence, North 85 Degrees, 45 Minutes, 12 Seconds West, 37.59 feet; thence, South 87 Degrees, 36 Minutes, 06 Seconds West, 14.64 feet; thence, North 72 Degrees, 10 Minutes, 11 Seconds West, 23.40 feet; thence, North 81 Degrees, 51 Minutes, 22 Seconds West, 42.78 feet; thence, North 81 Degrees, 09 Minutes, 41 Seconds West, 46.49 feet; thence, South 88 Degrees, 15 Minutes, 53 Seconds West, 30.13 feet; thence, South 69 Degrees, 02 Minutes, 08 Seconds West, 11.98 feet; thence, North 70 Degrees, 54 Minutes, 14 Seconds West, 31.08 feet; thence, North 2 Degrees, 54 Minutes, 17 Seconds West, 67.81 feet to a set 1/2 inch rebar; thence, leaving said 662 Contour, along the centerline of a Twenty-two foot (22') wide Easement, North 39 Degrees, 25 Minutes, 07 Seconds West, 81.75 feet; thence, North 10 Degrees, 11 Minutes, 17 Seconds West, 25.90 feet; thence, North 8 Degrees, 00 Minutes, 42 Seconds West, 222.33 feet to a set 1/2 inch rebar on the centerline of Lakewood Circle; thence, leaving said Easement, along said Centerline, along the following courses, South 53 Degrees, 27 Minutes, 37 Seconds East, 210.00 feet to a set 1/2 inch rebar; thence, North 86 Degrees, 22 Minutes, 23 Seconds East, 70.00 feet; thence, North 72 Degrees, 32 Minutes, 23 Seconds East, 360.00 feet to a set 1/2 inch rebar; thence, leaving said Centerline, South 85 Degrees, 02 Minutes, 37 Seconds East, 182.82 feet to a set 1/2 inch rebar on the approximate 662 Contour; thence, following along said 662 Contour along the following courses: North 60 Degrees, 10 Minutes, 11 Seconds East, 70.64 feet; thence, North 60 Degrees, 10 Minutes, 11 Seconds East, 63.64 feet; thence, North 85 Degrees,

34 Minutes, 36 Seconds East, 11.08 feet; thence, North 40 Degrees, 33 Minutes, 37 Seconds East, 31.89 feet; thence, North 40 Degrees, 38 Minutes, 40 Seconds East, 25.06 feet; thence, North 80 Degrees, 22 Minutes, 40 Seconds East, 4.32 feet; thence, North 36 Degrees, 43 Minutes, 32 Seconds East, 10.22 feet; thence, North 83 Degrees, 42 Minutes, 02 Seconds East, 10.90 feet; thence, North 38 Degrees, 50 Minutes 21 Seconds East, 15.68 feet; thence, North 5 Degrees, 58 Minutes, 08 Seconds West, 15.65 feet; thence, North 51 Degrees, 17 Minutes, 40 Seconds East, 7.39 feet; thence, North 15 Degrees, 10 Minutes, 18 Seconds East, 53.32 feet; thence, North 3 Degrees, 10 Minutes, 46 Seconds East, 38.06 feet; thence, North 23 Degrees, 46 Minutes, 19 Seconds West, 57.61 feet; thence, North 43 Degrees, 28 Minutes, 49 Seconds West, 62.72 feet; thence, North 64 Degrees, 49 Minutes, 24 Seconds West, 24.23 feet; thence, North 47 Degrees, 55 Minutes, 41 Seconds West, 39.14 feet; thence, North 80 Degrees, 20 Minutes, 43 Seconds West, 40.88 feet; thence, North 80 Degrees, 07 Minutes, 53 Seconds West, 20.62 feet; thence, North 60 Degrees, 10 Minutes, 20 Seconds West, 19.29 feet; thence, North 74 Degrees, 01 Minutes, 02 Seconds West, 21.79 feet; thence, North 81 Degrees, 28 Minutes, 44 Seconds West, 43.91 feet; thence, North 89 Degrees, 17 Minutes, 05 Seconds West, 170.25 feet; thence, South 70 Degrees, 21 Minutes, 22 Seconds West, 20.37 feet; thence, North 85 Degrees, 59 Minutes, 01 Seconds West, 39.22 feet; thence, North 89 Degrees, 02 Minutes, 53 Seconds West, 44.58 feet; thence, South 85 Degrees, 21 Minutes, 05 Seconds West, 88.17 feet; thence, North 81 Degrees, 22 Minutes, 42 Seconds West, 81.76 feet; thence, North 73 Degrees, 09 Minutes, 05 Seconds West, 40.55 feet; thence, North 84 Degrees, 24 Minutes, 54 Seconds West, 45.73 feet to a set 1/2 inch rebar; thence, leaving said 662 Contour, South 53 Degrees, 04 Minutes, 13 Seconds West, 78.10 feet to a 1/2 inch rebar; thence, North 89 Degrees, 20 Minutes, 05 Seconds West along the Southerly line of a tract of land described by deed in Book 865, Page 402 in said Records of Camden County, 144.85 feet; thence, leaving said Southerly line, North 89 Degrees, 07 Minutes, 56 Seconds West along the Southerly line of a tract of land described by deed in Book 366, Page 647 in said Records of Camden County, 140.39 feet to a 1/2 inch rebar on the Easterly right of way of Jefferies Road; thence, leaving said Southerly line along the following courses: South 9 Degrees, 52 Minutes, 22 Seconds West, 341.59 feet; thence, South 8 Degrees, 10 Minutes, 03 Seconds West, 100.06 feet on the Centerline Lakewood Circle; thence, continuing along said Easterly right of way, South 8 Degrees, 10 Minutes, 03 Seconds West, 251.96 feet; thence, on a curve to the left 177.76 feet, with a radius of 407.78 feet, and a chord direction of South 6 Degrees, 39 Minutes, 26 Seconds East, 176.36 feet, Thence, South 19 Degrees, 51 Minutes, 11 Seconds East, 374.60 feet to a 1/2 inch rebar; thence, North 71 Degrees, 53 Minutes, 00 Seconds East, 10.00 feet to a 1/2 inch rebar; thence, South 27 Degrees, 51 Minutes, 54 Seconds East, 71.35 feet to the POINT OF BEGINNING.

Goodin's Sub-Division:
Tract of land situated in the Northeast Quarter of Section II, Township 39 North, Range 16 West

Lakewood Condominium:
Tract "A" of Goodin's sub-division, a subdivision of record in Camden County, Missouri, filed in the Office of Recorder, in Plat Book 2 at Page 82. Said tract of land further described as being a part of the South half of the Northeast Quarter of Section II, Township 39 North, Range 16 West.

Lakewood Resort Condominium, Phase II:
The Part of Tract "A" of Goodin's Subdivision, a Subdivision of Record in Plat Book 2 at Page 82 in the Office of the Recorded in Camden County, Missouri, said tract of land further described as follows:

From the Southwest Corner of said Tract "A," being also a Point on the Centerline of a Road as Shown on the Recorded Plat, Run Along the Centerline of Road North 07 Degree 55 Minutes East 215.0 Feet to an Intersection with the Centerline of a 25.0 Food Wide Road to the Right; Thence Along the Centerline of said Road to the Right North 50 Degree 50 Minutes East 145.0 Feet; Thence North 78 Degrees 40 Minutes East 140.0 Feet; Thence South 53 Degrees 40 Minutes East 165.0 Feet; Thence Leaving the Road Centerline South 17 Degree 40 Minutes East 99.62 Feet for the Point of Beginning; Thence

Continue South 17 Degrees 40 Minutes East 62.19 Feet; Thence South 84 Degrees 22 Minutes 02 Seconds West 9.31 Feet; Thence South 77 Degrees 30 Minutes 48 Seconds West 17.22 Feet; Thence South 73 Degrees 25 Minutes 06 Seconds West 14.39 Feet; Thence North 30 Degrees 14 Minutes 19 Seconds West 81.31 Feet; Thence North 87 Degrees 03 Minutes 20 Seconds East 83.16 Feet to the Place of Beginning.

Lakewood Resort Condominium, Phase II, First Addition:
The Part of Tract "A" of Goodin's Subdivision, a Subdivision of Record in Plat Book 2 at Page 82 in the Office of the Recorded in Camden County, Missouri, said tract of land further described as follows:

From the Southwest Corner of said Tract "A," being also a Point on the Centerline of a Road as Shown on the Recorded Plat, Run Along the Centerline of Road North 07 Degree 55 Minutes East 215.0 Feet to an Intersection with the Centerline of a 25.0 Food Wide Road to the Right; Thence Along the Centerline of said Road to the Right North 50 Degree 50 Minutes East 145.0 Feet; Thence North 78 Degrees 40 Minutes East 140.0 Feet; Thence South 53 Degrees 40 Minutes East 165.0 Feet; Thence Leaving the Road Centerline South 87 Degrees 03 Minutes 20 Seconds West 54.85 Feet; Thence South 10 Degrees 24 Minutes 40 Seconds East (South 10 Degrees 20 Minutes East-Deed) 25.90 Feet; Thence South 39 Degree 34 Minutes 30 Seconds East (South 39 Degrees 30 Minutes East-Deed) 81.75 Feet; Thence North 50 Degrees 31 Minutes 30 Seconds East 11.44 Feet; Thence North 56 Degrees 21 Minutes 50 Seconds East 750 Feet; Thence North 68 Degrees 03 Minutes 16 Seconds East 25.74 Feet; Thence North 30 Degrees 14 Minutes 19 Seconds West 81.31 Feet to the Point of Beginning.

GILMORE & BELL, P.C.
DRAFT – APRIL ___, 2023
FOR DISCUSSION PURPOSES ONLY

Exhibit C

CITY OF OSAGE BEACH, MISSOURI,
As Lessor,

AND

LAKEPORT VILLAGE, LLC,
As Lessee

_____

LEASE AGREEMENT

Dated as of [*Date*], 2023

_____

Relating to:

$360,000,000
(Aggregate Maximum Principal Amount)
City of Osage Beach, Missouri
Taxable Industrial Revenue Bonds
(Lakeport Village Project)
Series 2023

Certain rights of the City of Osage Beach, Missouri (the "City"), in this Lease Agreement have been pledged and assigned to UMB Bank, N.A., as Trustee under the Trust Indenture dated as of [*Date*], 2023, between the City and the Trustee.

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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of [*Date*], 2023 (this "Lease"), between the **CITY OF OSAGE BEACH, MISSOURI**, a fourth-class city organized and existing under the laws of the State of Missouri (the "City"), as lessor, and **LAKEPORT VILLAGE, LLC**, a limited liability company organized and existing under the laws of the State of Missouri (the "Developer"), as lessee;

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri (collectively, the "Act") to purchase, construct, extend and improve certain projects (as defined in the Act), to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, office industry, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

2. Pursuant to the Act, the Board of Aldermen passed Ordinance No. 23.___ on May 18, 2023 (the "Ordinance"), authorizing the City to issue its Taxable Industrial Revenue Bonds (Lakeport Village Project), Series 2023, in the maximum principal amount of $360,000,000 (the "Bonds"), for the purpose of (a) acquiring a leasehold interest in approximately 24 acres of real property located at the northeast corner of Jefferies Road and U.S. Route 54 in the City (as legally described on **Exhibit A**, the "Project Site") and (b) constructing thereon a family-friendly resort and entertainment district (the "Project Improvements").

3. Pursuant to the Act and the Ordinance, the City is authorized to (a) enter into a Trust Indenture of even date herewith (the "Indenture") with UMB Bank, N.A., as trustee (the "Trustee"), for the purpose of issuing and securing the Bonds, as therein provided, (b) enter into a Base Lease of even date herewith (the "Base Lease") with the Developer under which the City will acquire a leasehold interest in the Project Site and (c) enter into this Lease with the Developer under which the City will, or will cause the Developer to, construct the Project Improvements and will lease the Project Improvements, as they may at any time exist, together with the City's leasehold interest in the Project Site (collectively, the "Project") to the Developer in consideration of rental payments by the Developer that will be sufficient to pay the principal of and interest on the Bonds.

4. [*The City and the Developer acknowledge and agree that title to the Project is subject and subordinate to the Fee Deed of Trust (as defined in the Indenture) granted by the Developer to the Lender (as defined in the Indenture), pursuant to various loan documents (the "Loan Documents") evidencing the loan made by the Lender and secured by the Fee Deed of Trust.*]

5. Pursuant to the foregoing, the City desires to lease the Project to the Developer and the Developer desires to lease the Project from the City, for the rentals and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer do hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease, capitalized words and terms used in this Lease shall have the meanings given to such words and terms in **Section 101** of the Indenture (which definitions are hereby incorporated by reference).

Section 1.2. Rules of Interpretation.

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

(b) Unless the context otherwise indicates, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including governmental entities, as well as natural persons.

(c) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Lease shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof.

(f) Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

(g) Whenever the City is required to "cooperate," "cooperate fully" or "act promptly" on a matter set forth in this Lease, the City's cooperation shall be deemed to be reasonable cooperation and the City's promptness shall be deemed to be reasonable promptness; provided, however, the City shall not be required to incur any costs, expenses, obligations or liabilities in providing such reasonable cooperation and promptness.

Section 1.3. Incorporation.

(a) The Recitals hereof are all incorporated into this Lease as if fully and completely set out in this Section.

(b) The Exhibits to this Lease are hereby incorporated into and made a part of this Lease.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is an incorporated political subdivision duly organized and validly existing under the laws of the State of Missouri. Under the provisions of the Act, the City has lawful power and authority to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder. By proper action of its Board of Aldermen, the City has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers.

(b) As of the date of delivery hereof, the City agrees to acquire a leasehold interest in the Project Site pursuant to the Base Lease and to construct or cause the construction of the Project Improvements. The City agrees to lease the Project to the Developer and to sell the Project to the Developer if the Developer exercises its option to purchase the Project or upon termination of this Lease, all for the purpose of furthering the public purposes of the Act.

(c) To the City's knowledge, no member of the Board of Aldermen or any other officer of the City has any significant or conflicting interest, financial, employment or otherwise, in the Developer or in the transactions contemplated hereby.

(d) To finance the costs of the Project, the City proposes to issue the Bonds, which will be scheduled to mature as set forth in **Article II** of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Indenture.

(e) The Bonds are to be issued under and secured by the Indenture, pursuant to which the Project and the net earnings therefrom, consisting of all rents, revenues and receipts to be derived by the City from the leasing or sale of the Project, will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds and amounts owing pursuant to this Lease.

(f) The City will not knowingly take any affirmative action that would permit a lien to be placed on the Project or pledge the revenues derived therefrom for any bonds or other obligations, other than the Bonds, except with the written consent of the Authorized Developer Representative; provided, however, the City's execution of this Lease, the Base Lease, the Indenture and the Redevelopment Agreement shall not be deemed to violate this **Section 2.1(f)**.

(g) The City will not operate the Project as a business or in any other manner except as the lessor thereof.

Section 2.2. Representations by the Developer. The Developer makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri.

(b) The Developer has lawful power and authority to enter into this Lease and to carry out its obligations hereunder, and the Developer has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers and representatives.

(c) The execution and delivery of this Lease, the consummation of the transactions contemplated hereby and the performance of or compliance with the terms and conditions of this Lease by the Developer will not, to the Developer's knowledge, (i) conflict with or result in a breach of any of the terms, conditions or provisions of any mortgage, deed of trust, lease or any other restriction, agreement or instrument to which the Developer is a party or by which it or any of its property is bound, or the Developer's organizational documents, or any order, rule or regulation applicable to the Developer or any of its property of any court or governmental body, or (ii) constitute a default under any of the foregoing, or (iii) result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Developer under the terms of any instrument or agreement to which the Developer is a party.

(d) The Project will comply in all material respects with all applicable building and zoning, health, environmental and safety orders and laws and all other applicable laws, rules and regulations.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate. The City hereby exclusively rents, leases and lets the Project to the Developer, and the Developer hereby rents, leases and hires the Project from the City, subject to the Base Lease and other Permitted Encumbrances existing as of the date of the execution and delivery hereof, for the rentals and upon and subject to the terms and conditions herein contained. The City and the Developer agree and acknowledge that title to the Project is subject to the lien granted to the Lender by the Developer prior to the Developer's conveyance of the Project Site to the City in connection with the Project and no further notice of the Fee Deed of Trust is required for the Lender to have all Lender rights and protections provided herein and in the Indenture.

Section 3.2. Lease Term. This Lease shall become effective upon its execution and delivery. Subject to earlier termination pursuant to the provisions of this Lease, the lease of the Project shall terminate on the Completion Date.

Section 3.3. Possession and Use of the Project.

(a) The City covenants and agrees that as long as neither the City nor the Trustee has exercised any of the remedies set forth in **Section 12.2** following the occurrence and continuance of an Event of Default, as defined in **Section 12.1**, the Developer shall have sole and exclusive possession of the Project (subject to Permitted Encumbrances and the City's and the Trustee's right of access pursuant to **Section 10.3**) and shall and may peaceably and quietly have, hold and enjoy the Project during the Lease Term. The City covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII**, the Indenture, the Base Lease and the Redevelopment Agreement to prevent the Developer from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Developer, cooperate with the Developer to defend the Developer's quiet and peaceable possession and enjoyment of the Project.

(b) Subject to the provisions of this Section, the Developer shall have the exclusive right to use the Project for any lawful purpose contemplated by the Act and consistent with the terms of the Redevelopment Agreement. The Developer shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project, as to the manner of use or the condition of the Project, or that otherwise may be applicable by virtue of the City's interest in the Project. The Developer shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII**. The Developer shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Developer to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Developer may, at its own cost and expense, contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Developer may refrain from complying therewith.

ARTICLE IV

PURCHASE AND CONSTRUCTION OF THE PROJECT

Section 4.1. Issuance of the Bonds. To provide funds for the payment of Project Costs, the City agrees that, upon request of the Developer, it will issue, sell and cause to be delivered the Bonds to the purchaser thereof in accordance with the provisions of the Indenture and the Bond Purchase Agreement.

Section 4.2. Purchase and Construction of the Project. The City and the Developer agree that the Developer, as the agent of the City, shall, but solely from the Project Fund, purchase and construct the Project as follows:

(a) The City will acquire a leasehold interest in the Project Site at the execution hereof. Concurrently with the execution of this Lease, (i) the Base Lease will be executed by the City and the Developer and placed of record, and (ii) the commitment for title insurance or ownership and encumbrance report required by **Article VII** will be delivered to the City and the Trustee.

(b) On behalf of the City, the Developer will purchase and construct the Project Improvements on the Project Site and otherwise improve the Project Site in accordance with the Plans and Specifications. The Developer may revise the Plans and Specifications from time to time as it deems necessary to carry out the Project, but revisions that affect the status of the Project as a "project" under the Act or that would materially alter the accuracy of the description of the Project in the Plan for an Industrial Development Project and Cost-Benefit Analysis distributed under the Act may be made only with the prior written approval of the City. The Developer agrees that the aforesaid construction and improvement will, with such changes and additions as may be made hereunder, result in facilities suitable for use by the Developer for its purposes, and that all real and personal property described in the Plans and Specifications, with such changes and additions as may be made hereunder, is desirable and appropriate in connection with the Project. The provisions of this paragraph are in addition to and do not supersede any of the provisions of **Article VIII**.

(c) The Developer will comply with the provisions of Section 107.170 of the Revised Statutes of Missouri to the extent applicable to the construction of the Project.

(d) The Developer will cause the purchase and construction of the Project to be completed on or before the Completion Date, except as otherwise provided in **Section 4.5**.

(e) The Project Improvements shall be constructed in a good and workmanlike manner and in strict compliance with all applicable laws, orders and ordinances.

Section 4.3. Project Costs. The City hereby agrees to pay for, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of requisition certificates pursuant to **Section 4.4**. The Developer may not submit any requisition certificates for Project Costs incurred after the Completion Date. The Developer must submit all requisition certificates for Project Costs incurred before the Completion Date within three months after the Completion Date. The maximum amount of Project Costs for which requisitions may be submitted is expressly limited to $360,000,000.

Section 4.4. Payment for Project Costs. The City hereby authorizes and directs the Trustee to make disbursements from the Project Fund and to endorse the Bonds, upon receipt by the Trustee of requisition certificates in substantially the form of **Exhibit B**, signed by the Authorized Developer Representative and approved by the Authorized City Representative. Upon request by the City, the Developer shall provide the City with copies of invoices, bills, lien waivers and other reasonable documentation to support each submitted requisition certificate. The Trustee may rely conclusively on any such requisition certificate and shall not be required to make any independent inspection or investigation in connection therewith. The approval of any requisition certificate by the Authorized Developer Representative and the Authorized City Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payments requested have been completed.

Section 4.5. Establishment of Completion Date. The Completion Date shall be evidenced to the City and the Trustee by a certificate signed by the Authorized Developer Representative stating (a) that the purchase and construction of the Project have been substantially completed in accordance with the Plans and Specifications, (b) the date of completion thereof, and (c) that all costs and expenses of the purchase and construction of the substantial completion of the Project have been incurred. Notwithstanding the foregoing, such certificate shall be deemed given on December 31, 2026 if not actually filed with the City by such date, subject to any delay permitted by **Section** _____ of the Redevelopment Agreement (a "Permitted Excuse"). No Permitted Excuse shall be deemed to exist unless the Developer provides written notice to the City, within 30 days after the Developer has actual notice of the claimed event, specifying the Permitted Excuse. In no event shall a Permitted Excuse extend the Completion Date beyond December 31, 2027. The Developer and the City agree to cooperate in causing such certificate to be furnished to the Trustee.

Section 4.6. Surplus in Project Fund. Upon receipt of the certificate described in **Section 4.5** and payment from the Project Fund of the Project Costs described therein, the Trustee shall, as provided in **Section 504** of the Indenture, transfer any remaining moneys then in the Project Fund to the Bond Fund to be applied as directed by the Developer solely (a) to the payment of principal and premium, if any, of the Bonds through the payment (including regularly scheduled principal payments, if any) or redemption thereof at the earliest date permissible under the terms of the Indenture, or (b) at the option of the Developer, to the purchase of Bonds at such earlier date or dates as the Developer may elect. Any amount so deposited in the Bond Fund may be invested as permitted by **Section 702** of the Indenture.

Section 4.7. Project Property of the City. The Project Site and the Project Improvements located thereon at the execution hereof which the Developer desires to lease to the City, all work and materials related to the Project as such work progresses, and all additions or enlargements thereto or thereof, the Project as fully completed, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as repaired, rebuilt, rearranged, restored or replaced by the Developer under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute leasehold property of the City, subject only to Permitted Encumbrances, the Fee Deed of Trust and the Leasehold Mortgage, if any. Upon reasonable request and at the expense of the Developer, the City agrees to cooperate with the Developer regarding the enforcement of any claims the Developer may have against third parties relating to the purchase and construction of the Project.

Section 4.8. Non-Project Improvements, Machinery and Equipment Property of the Developer. Any improvements or items of machinery or equipment which do not constitute a part of the Project and the entire purchase price of which is paid for by the Developer with the Developer's own funds, and no part of the purchase price of which is paid for from funds deposited pursuant to the terms of this Lease in the Project Fund, shall be the property of the Developer and shall not constitute a part of the Project.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Developer covenants and agrees to pay to the Trustee in same day funds for the account of the City during the Lease Term, on or before 11:00 a.m., Trustee's local time, on each Payment Date, as Basic Rent for the Project, an amount which, when added to any collected funds then on deposit in the Bond Fund and available for the payment of principal of the Bonds and the interest thereon on such Payment Date, shall be equal to the amount payable on such Payment Date as principal of the Bonds and the interest thereon as provided in the Indenture. Except as offset pursuant to the right of the Developer set forth below, all payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture. In furtherance of the foregoing, and notwithstanding any other provision in this Lease, the Base Lease, the Indenture, the Bond Purchase Agreement or the Redevelopment Agreement to the contrary, and provided that the Developer is the sole holder of the Bonds, the Developer may set-off the then-current Basic Rent payment against the City's obligation to the Developer as bondholder to pay principal of and interest on the Bonds under the Indenture in lieu of delivery of the Basic Rent on any Payment Date, without providing notice of such set-off to the Trustee. The Trustee may conclusively rely on the absence of any notice from the Developer to the contrary as evidence that such set-off has occurred and that pursuant to the set-off, the City is deemed to have paid its obligation to the Developer as bondholder to pay principal of and interest on the Bonds under the Indenture. On the final Payment Date, the Developer will (a) if the Trustee holds the Bonds, notify the Trustee of the Bonds not previously paid that are to be canceled or (b) if an entity other than the Trustee holds the Bonds, deliver or cause to be delivered to the Trustee for cancellation Bonds not previously paid. The Developer shall receive a credit against the Basic Rent payable by the Developer in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

Section 5.2. Additional Rent. The Developer shall pay as Additional Rent, within 30 days after receiving an itemized invoice therefor, the following amounts:

(a) all fees, charges and expenses, including agent and counsel fees and expenses, of the City, the Trustee and the Paying Agent incurred under or arising from the Indenture, this Lease, the Base Lease or the Redevelopment Agreement, including, but not limited to, claims by contractors or subcontractors, as and when the same becomes due;

(b) all costs incident to the issuance of the Bonds (which are to be paid on the Closing Date) and the payment of the principal of and interest on the Bonds as the same becomes due and payable, including all costs and expenses in connection with the call, redemption and payment of all Outstanding Bonds;

(c) all fees, charges and expenses incurred in connection with the enforcement of any rights under this Lease, the Base Lease, the Indenture or the Redevelopment Agreement by the City, the Trustee or the Owners, including counsel fees and expenses; and

(d) all other payments of whatever nature which the Developer has agreed in writing to pay or assume under the provisions of this Lease, the Base Lease, the Redevelopment Agreement or the Indenture.

Section 5.3. Obligations of the Developer Absolute and Unconditional.

(a) The obligations of the Developer under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same becomes due and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off (except as described in **Section 5.1**), counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project has been started or completed, or whether the City's interest therein or to any part thereof is defective or nonexistent, and notwithstanding any damage to, or loss, theft or destruction of, the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of the Developer's use thereof, the eviction or constructive eviction of the Developer, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the City's legal organization or status, or any default of the City hereunder, and regardless of the invalidity of any action of the City; provided, however, that nothing in this **Section 5.3** is intended or shall be deemed to affect or impair in any way the rights of the Developer to tender Bonds for redemption in satisfaction of Basic Rent as provided in **Section 5.1** and **Section 5.4**, nor the right of the Developer to repurchase the Project and terminate this Lease as provided in **Article XI**.

(b) Nothing in this Lease shall be construed to release the City from the performance of any agreement on its part herein contained or as a waiver by the Developer of any rights or claims the Developer may have against the City under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Lease that the Developer shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owners and the City. The Developer may, however, at its own cost and expense and in its own name or in the name of the City, prosecute or defend any action or proceeding or take any other

action involving third Persons which the Developer deems reasonably necessary in order to secure or protect its rights of possession, occupancy and use hereunder, and in such event the City hereby agrees, at the Developer's expense, to cooperate fully with the Developer and to take all action necessary to effect the substitution of the Developer for the City in any such action or proceeding if the Developer shall so request.

Section 5.4. Prepayment of Basic Rent.

(a) The Developer may at any time and from time to time prepay all or any part of the Basic Rent provided for hereunder (subject to the limitations of **Section 301(a)** of the Indenture relating to the partial redemption of the Bonds). During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then-remaining unpaid, the Developer shall not be obligated to make payments of Basic Rent under the provisions of this Lease.

(b) At its option, the Developer may deliver to the Trustee for cancellation Bonds owned by the Developer and not previously paid, and the Developer shall receive a credit against amounts payable by the Developer for the redemption of Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon.

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1. Maintenance and Repairs. Throughout the Lease Term the Developer shall, at its own expense, keep the Project in reasonably safe operating condition and keep the Project in good repair, reasonable wear, tear, depreciation and obsolescence excepted, making from time to time all repairs thereto and renewals and replacements thereof it determines to be necessary. Without limiting the generality of the foregoing, the Developer shall at all times remain in compliance with all provisions of the City's code relating to maintenance and appearance that are applicable to the Project.

Section 6.2. Taxes, Assessments and Other Governmental Charges.

(a) Subject to subsection (b) of this Section, the Developer shall promptly pay and discharge, as the same becomes due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, or any part thereof or interest therein (including the leasehold estate of the Developer therein) or any buildings, improvements, machinery and equipment at any time installed on the Project Site by the Developer, or the income therefrom, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Bonds or encumber the City's interest in the Project; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed which may be paid in installments, the Developer shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Developer may contest the validity or amount of any tax, assessment or other

governmental charge which the Developer is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the tax, assessment or other governmental charge complained of becomes delinquent if and provided the Developer, (i) before instituting any such contest, gives the City written notice of its intention to do so, (ii) diligently prosecutes any such contest, (iii) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, (iv) promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and (v) thereafter promptly procures record release or satisfaction thereof. The City agrees to cooperate fully with the Developer in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Developer shall save and hold harmless the City from any costs and expenses the City may incur related to any of the above.

(c) Nothing in this Lease shall be construed to require the Developer to make duplicate tax payments. The Developer shall receive a credit against the payments to be made by the Developer under the Redevelopment Agreement to the extent that any ad valorem taxes imposed with respect to the Project are paid pursuant to this Section.

Section 6.3. Utilities. All utilities and utility services used by the Developer in, on or about the Project shall be paid by the Developer and shall be contracted by the Developer in the Developer's own name, and the Developer shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Section 6.4. Sales Tax Exemptions. Upon the execution and delivery of this Lease, the City will provide a project exemption certificate to the Developer or its designee for the purpose of exempting the purchase of construction materials for the Project Improvements from sales and use taxes to the extent provided by law.

ARTICLE VII

INSURANCE

Section 7.1. Title Commitment. Before leasing any real property to the City, the Developer will purchase, from a title insurance company reasonably acceptable to the City, a commitment for title insurance or provide such other report in a form reasonably acceptable to the City showing the ownership of and encumbrances on the Project Site. Copies of such report shall be provided to the City and the Trustee.

Section 7.2. Casualty Insurance.

(a) Prior to commencement of construction of the Project Improvements, the Developer shall at its sole cost and expense obtain (or cause to be obtained) a policy or policies of insurance (including, if appropriate, builder's risk insurance) to keep the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions). The insurance required pursuant to this Section shall be maintained from commencement of construction through the Lease Term with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers with an A.M. Best rating of not less than "A-" or the equivalent thereof as may be selected by the Developer. The Developer shall deliver (or cause to be

delivered) certificates of insurance for such policies to the City and the Trustee no later than 30 days after commencement of construction of the Project Improvements and promptly after renewal of each insurance policy. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the City and the Developer as insureds, as their respective interests may appear, shall name the Trustee as loss payee (subject to the rights of the Lender under the Fee Deed of Trust and related Loan Documents) and shall contain a provision that such insurance may not be canceled by the issuer thereof without at least 10 days' advance written notice to the City, the Developer and the Trustee.

(b) In the event of loss of or damage to the Project, the Net Proceeds of casualty insurance carried pursuant to this Section shall be (i) paid over to the Trustee and applied as provided in **Article IX**, or (ii) applied as directed by, or on behalf of, the Owners of 100% in principal amount of the Bonds Outstanding, subject to the rights of the Lender under the Loan Documents and any Financing Party under any Financing Document.

Section 7.3. Public Liability Insurance.

(a) The Developer shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term commercial general liability insurance (including but not limited to coverage for operations, contingent liability, operations of subcontractors, completed operations and contractual liability), under which the City, the Developer and the Trustee shall be named as additional insureds, properly protecting and indemnifying the City and the Trustee, in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri (subject to reasonable loss deductible clauses not to exceed the amounts normally or generally carried by the Developer). The policies of said insurance shall contain a provision that such insurance may not be canceled by the issuer thereof without at least 10 days' advance written notice to the City, the Developer and the Trustee. Certificates of such policies shall be furnished to the Trustee on the date of execution of this Lease and not less than 30 days before the expiration date of each insurance policy.

(b) In the event of a general liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid, subject to the rights of the Lender under the Fee Deed of Trust and related Loan Documents.

Section 7.4. Blanket Insurance Policies. The Developer may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with.

Section 7.5. Worker's Compensation. The Developer agrees throughout the Lease Term to maintain or cause to be maintained the worker's compensation coverage required by the laws of the State of Missouri.

Section 7.6. Sovereign Immunity. Notwithstanding anything to the contrary contained herein, nothing in this Lease shall be construed to broaden the liability of the City beyond the provisions of Sections 537.600 to 537.610 of the Revised Statutes of Missouri or abolish or waive any defense at law that might otherwise be available to the City or its officers, agents and employees.

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements to the Project. The Developer may make such additions, modifications and improvements in and to any part of the Project as the Developer from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Developer pursuant to this Section shall (a) be made in a good and workmanlike manner and in compliance with all material laws, orders and ordinances applicable thereto, and (b) when commenced, be prosecuted to completion with due diligence.

Section 8.2. Additional Improvements on the Project Site. The Developer may, at its sole cost and expense, construct on portions of the Project Site not theretofore occupied by buildings or improvements such additional buildings and improvements as the Developer from time to time may deem necessary or desirable for its business purposes. All additional buildings and improvements constructed on the Project Site by the Developer, and not paid for with Bond proceeds, pursuant to the authority of this Section shall not be included in the Project and, during the life of this Lease, shall remain the property of the Developer and may be added to, altered or razed and removed by the Developer at any time. All additional buildings and improvements shall be made in a good and workmanlike manner and in compliance with all material laws, orders and ordinances applicable thereto and when commenced shall be prosecuted to completion with due diligence. The Developer covenants and agrees (a) to make any repairs and restorations required to be made to the Project because of the construction of, addition to, alteration or removal of said additional buildings or improvements, and (b) to promptly and with due diligence either raze and remove or repair, replace or restore any of said additional buildings and improvements as may from time to time be damaged by fire or other casualty.

Section 8.3. Permits and Authorizations. The Developer shall not do or permit others under its control to do any work on the Project or any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. The City agrees to act promptly on all requests for such municipal permits and authorizations. All such work shall be done in a good and workmanlike manner and in compliance with all applicable material building and zoning laws and governmental regulations and requirements, and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of **Article VII**.

Section 8.4. Mechanics' Liens.

(a) The Developer will not directly or indirectly create, incur, assume or suffer to exist any mechanics' or other similar lien on or with respect to the Project, except Permitted Encumbrances (including without limitation the Fee Deed of Trust and related Loan Documents and any other Financing Document), and the Developer shall promptly notify the City of the imposition of any such lien of which the Developer is aware and shall promptly, at its own expense, take such action as may be necessary to fully discharge or release any such lien. Whenever and as often as any mechanics' or other similar lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project, the Developer shall discharge the same of record. Notice is hereby given that the City shall not be liable for any labor, services or materials furnished to the Developer or anyone claiming by, through or under the Developer upon credit, and that no mechanics' or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the City in and to the Project or any part thereof.

(b) Notwithstanding **Section 8.4(a)**, the Developer may contest any such mechanics' or other similar lien if the Developer (i) within 60 days after the Developer becomes aware of any such lien notifies the City and the Trustee in writing of its intention so to do, (ii) diligently prosecutes such contest, (iii) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (iv) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and (v) thereafter promptly procures record release or satisfaction thereof. The Developer may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Developer is notified by the City that, in the opinion of counsel, by nonpayment of any such items, the interest of the City in the Project will be subject to loss or forfeiture. In that event, the Developer shall promptly, at its own expense, take such action as may be reasonably necessary to duly discharge or remove any such lien if the same shall arise at any time. The Developer shall save and hold harmless the City from any loss, costs or expenses the City may incur related to any such contest. The Developer shall reimburse the City for any expense incurred by it in connection with the imposition of any such lien or in order to discharge or remove any such lien. The City shall cooperate fully with the Developer in any such contest.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project is damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Developer, as promptly as practicable, subject to any delay to the extent caused by such fire or other casualty, shall either (subject to the rights of the Lender under the Fee Deed of Trust and related Loan Documents in each instance): (i) make the determination described in **Section 9.1(f)**, or (ii) repair, restore, replace or rebuild the same so that upon completion of such repairs, restoration, replacement or rebuilding the Project is of a value not less than the value thereof immediately before the occurrence of such damage or destruction or, at the Developer's option, construct upon the Project Site new buildings and improvements, together with all new machinery, equipment and fixtures that are either to be attached to or are to be used in connection with the operation or maintenance thereof, provided that (A) the value thereof shall not be less than the value of such destroyed or damaged Project immediately before the occurrence of such damage or destruction and (B) the nature of such new buildings, improvements, machinery, equipment and fixtures will not impair the character of the Project as a "project" permitted by the Act.

If the Developer elects to construct any such new buildings and improvements, then for all purposes of this Lease, any reference to the words "Project Improvements" shall be deemed to also include any such new buildings and improvements and all additions thereto and all replacements and alterations thereof.

Unless the Developer makes the determination described in **Section 9.1(f)**, the Net Proceeds of casualty insurance required by **Article VII** received with respect to such damage to or loss of the Project shall be used to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof, subject to the rights of the Lender under the Fee Deed of Trust and related Loan Documents or any Financing Party under any Financing Document. Subject to the provisions of the Fee Deed of Trust and related Loan Documents or any Financing Document, insurance monies in an amount less than $100,000 may be paid to or retained by the Developer to be held in trust and used as provided herein. Subject to the provisions of the Fee Deed of Trust and related Loan Documents or any Financing Document, insurance

monies in an amount of $100,000 or more shall be (i) paid to the Trustee, deposited in the Project Fund and disbursed as provided in **Section 4.4** to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof, or (ii) applied as directed by, or on behalf of, the Owners of 100% in principal amount of the Bonds Outstanding, subject to the rights of the Lender or any Financing Party. If the Developer makes the determination described in **Section 9.1(f)**, the Net Proceeds shall be deposited with the Trustee and used to redeem Bonds as provided in **Section 9.1(f)**, subject to the rights of the Lender under the Fee Deed of Trust and related Loan Documents.

(b) If any of the insurance monies paid by the insurance company as hereinabove provided remain after the completion of such repairs, restoration, replacement or rebuilding, and this Lease has not been terminated, the excess shall be deposited in the Bond Fund, subject to the rights of the Lender under the Fee Deed of Trust and related Loan Documents, any leasehold mortgagee or any other Financing Party. Completion of such repairs, restoration, replacement or rebuilding shall be evidenced by a certificate of completion provided to the City and the Trustee. If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Developer shall pay the deficiency.

(c) Except as otherwise provided in this Lease, in the event of any such damage by fire or any other casualty, the provisions of this Lease shall be unaffected and the Developer shall remain and continue to be liable for the payment of all Basic Rent and Additional Rent and all other charges required hereunder to be paid by the Developer, as though no damage by fire or any other casualty has occurred.

(d) The Developer will prosecute or defend any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any loss or damage.

(e) The Developer agrees to give prompt written notice to the City, the Trustee and the Lender of all fires and any other casualties occurring in, on, at or about the Project Site.

(f) If the Developer determines that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, or if the Developer does not have the right under the Fee Deed of Trust, any Leasehold Mortgage or any other Financing Document to use any Net Proceeds for repair or restoration of the Project, any Net Proceeds of casualty insurance required by **Article VII** received with respect to such damage or loss shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due, all subject to the rights of the Lender under the Fee Deed of Trust and related Loan Documents, any mortgagee under the Leasehold Mortgage (if any) and any Financing Party under the Financing Documents (if any). The Developer agrees to be reasonable in exercising its judgment pursuant to this subsection. Alternatively, if the Developer is the sole owner of the Bonds and it has determined that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the casualty insurance and retain such proceeds for its own account.

(g) The Developer shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed or is being repaired, rebuilt, restored or replaced, nor by reason of the payment of the costs of such repairing, rebuilding, restoring or replacing, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Developer under this Lease or of any other obligations of the Developer under this Lease except as expressly provided in this Section.

(h) The rights of the City and the Trustee in and to any Net Proceeds are and will at all times be subject to the rights of the Lender with respect to such Net Proceeds.

(i) Nothing herein shall be deemed to authorize the Developer to allow an unsafe, dangerous, unhealthy or injurious condition to exist on the Project or any portion thereof, in violation of any applicable laws, codes and ordinances due to a fire or other casualty.

Section 9.2. Condemnation.

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project is condemned by or sold under threat of condemnation to any authority possessing the power of eminent domain, to such extent that the claim or loss resulting from such condemnation is greater than $100,000, the Developer shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation or the date of sale under threat of condemnation, notify the City, the Trustee, the Lender under the Loan Documents, any mortgagee under the Leasehold Mortgage (if any) and each Financing Party under the Financing Documents (if any) in writing as to the nature and extent of such condemnation or loss of title and whether it is practicable and desirable to acquire or construct substitute improvements.

(b) If the Developer determines that such substitution is practicable and desirable, the Developer shall proceed promptly with and complete with reasonable dispatch the acquisition or construction of such substitute improvements, so as to place the Project in substantially the same condition as existed before the exercise of the power of eminent domain, including the acquisition or construction of other improvements suitable for the Developer's operations at the Project (which improvements will be deemed a part of the Project and available for use and occupancy by the Developer without the payment of any rent other than herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby); provided, that such improvements will be acquired by the City subject to no liens, security interests or encumbrances before the lien and/or security interest afforded by the Indenture and this Lease other than Permitted Encumbrances (including, without limitation, any liens held by the Lender in and to the substitute Project). In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings, or of the sale proceeds, shall be applied in the same manner as provided in **Section 9.1** (with respect to the receipt of casualty insurance proceeds).

(c) If the Developer determines that it is not practicable or desirable to acquire or construct substitute improvements, or if the Developer does not have the right under the Fee Deed of Trust and related Loan Documents to use any Net Proceeds of condemnation awards received by the Developer, then any Net Proceeds of condemnation awards received by the Developer shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due and payable, all subject to the rights of the Lender under the Fee Deed of Trust and related Loan Documents, any mortgagee under the Leasehold Mortgage (if any) and any Financing Party under the Financing Documents (if any).

(d) The Developer shall not, by reason of its inability to use all or any part of the Project during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Developer under this Lease or of any other obligations hereunder except as expressly provided in this Section.

(e) The City shall cooperate fully with the Developer in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof, and shall, to the extent it may lawfully do so, permit the Developer to litigate in any such proceeding in the name and on behalf of the City. In no event will the City voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Developer and the Lender.

Section 9.3. Bondowner Approval. Notwithstanding anything to the contrary contained in this **Article IX**, subject to the rights of the Lender, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) may before the application thereof by the City or the Trustee be applied as directed by the Owners or pledgees of 100% of the principal amount of Bonds Outstanding, subject and subordinate to (a) the terms and conditions of the Fee Deed of Trust, (b) the rights of the City and the Trustee to be paid all their expenses (including attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds and (c) the rights of the City to any amounts then due and payable under the Redevelopment Agreement.

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification. The City makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Developer's purposes or needs. The Developer releases the City and the Trustee from, agrees that the City and the Trustee shall not be liable for and agrees to hold the City and the Trustee harmless against, any loss of or damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Project or the Developer's use thereof, unless such loss is the result of the City's or the Trustee's negligence or willful misconduct. This provision shall survive termination of this Lease.

Section 10.2. Surrender of Possession. Upon accrual of the City's right of re-entry to the extent provided in **Section 12.2(b)**, the Developer shall peacefully surrender possession of the Project to the City in good condition and repair; provided, however, the Developer may within 90 days (or such later date as the City may agree to) after the termination of this Lease remove from the Project Site any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Developer and not constituting part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Developer, and during said 90-day (or extended) period the Developer shall bear the sole responsibility for and bear the sole risk of loss of said buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Developer and not constituting part of the Project. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Developer which are not so removed from the Project Site before the expiration of said period shall be the separate and absolute property of the City. Notwithstanding the foregoing, if the Developer has paid all obligations due and owing under the Indenture (or such obligations have been canceled), this Lease and the Redevelopment Agreement, the City shall convey the Project in accordance with **Section 11.2**.

Section 10.3. Right of Access to the Project. The City may conduct such periodic inspections of the Project as may be generally provided in the City's municipal code. In addition, the Developer agrees that the City and the Trustee and their duly authorized agents may, at reasonable times during

normal business hours and, except in the event of emergencies, upon not less than two Business Days' prior notice, subject to the Developer's usual business, proprietary, safety, confidentiality and security requirements, enter upon the Project Site (a) to examine and inspect the Project without interference or prejudice to the Developer's operations, (b) to monitor the acquisition, construction and installation of the Project pursuant to **Section 4.2** as may be reasonably necessary, (c) to examine all files, records, books and other materials in the Developer's possession pertaining to the acquisition, installation or maintenance of the Project, or (d) upon either (i) the occurrence and continuance of an Event of Default or (ii) the Developer's failure to purchase the Project at the end of the Lease Term, to exhibit the Project to prospective purchasers, lessees or trustees.

Section 10.4. Granting of Easements; Leasehold Mortgages and Financing Arrangements.

(a) Subject to **Sections 10.4(c)** and **(d)**, if no Event of Default under this Lease has happened and is continuing, the City agrees that it will execute and deliver and will cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant, release or terminate any sublease, easement, license, right-of-way or other right or privilege or any similar agreement or other arrangement, upon receipt by the City and the Trustee of: (i) a copy of the instrument of grant, release or termination or of the agreement or other arrangement, (ii) a written application signed by the Authorized Developer Representative requesting such instrument, and (iii) a certificate executed by the Authorized Developer Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Developer, will not impair the effective use or interfere with the efficient and economical operation of the Project, will not materially adversely affect the security intended to be given by or under the Indenture or the Redevelopment Agreement, will be a Permitted Encumbrance, and that the Developer will defend, indemnify and save and hold harmless the City from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising from the execution and delivery of such instrument, agreement or other arrangement pursuant to this Section. If no Event of Default has happened and is continuing beyond any applicable grace period, any payments or other consideration received by the Developer for any such grant or with respect to or under any similar agreement or other arrangement shall be and remain the property of the Developer; but, subject to **Sections 10.4(c)** and **(d)**, upon (A) termination of this Lease for any reason other than the redemption of the Bonds and/or the purchase of the Project by the Developer or (B) the occurrence and continuance of an Event of Default by the Developer, all rights then existing of the Developer with respect to or under such grant, agreement or other arrangement shall inure to the benefit of and be exercisable by the City and the Trustee, subject to the rights of the Lender pursuant to the Fee Deed of Trust and related Loan Documents.

(b) Subject to the Fee Deed of Trust, and only with the express, prior written consent of the Lender, the Developer may mortgage or grant a deed of trust against the leasehold estate created by this Lease, with prior notice to but without the consent of the City, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such mortgage, and the note or other obligation secured thereby, is delivered to the City within 30 days after the execution thereof. The sale of the Developer's leasehold estate at a foreclosure sale or trustee's sale under the Leasehold Mortgage or any assignment in lieu thereof shall not require the consent of the City, if (i) written notice of the proposed sale or assignment is provided to the City at least 15 days prior thereto, and (ii) before such sale or assignment, all payments then owing to the City under the Redevelopment Agreement are paid.

(c) The City acknowledges and agrees that the Developer may finance and refinance its rights and interests in the Project, this Lease and the leasehold estate created hereby and, in connection therewith and subject to the terms of the Loan Documents, the Developer may execute Financing Documents with one or more Financing Parties. Notwithstanding anything contained to the contrary in

this Lease, the Developer may, at any time and from time to time, with prior notice to but without the consent of the City, (i) execute one or more Financing Documents upon the terms contained in this **Section 10.4** and (ii) sublease or assign this Lease, the leasehold estate, any sublease and rights in connection therewith, and/or grant liens or security interests therein, to any Financing Party. Any further sublease or assignment by any Financing Party shall be subject to the provisions of **Section 13.1(c)**.

(d) As long as the Fee Deed of Trust remains outstanding or upon notice by the Developer to the City in writing that the Developer has executed one or more Financing Documents under which it has granted rights in this Lease to the Lender and/or any other Financing Party, which includes the name and address of the Lender and/or such Financing Party, then the following provisions shall apply in respect of the Lender and/or the Financing Party:

(i) there shall be no merger of this Lease or of the leasehold estate created hereby with fee title to the Project, notwithstanding that this Lease or said leasehold estate and said fee title shall be owned by the same Person or Persons, without the prior written consent of the Lender and each other Financing Party;

(ii) the City shall serve upon the Lender and each other Financing Party (at the address, if any, provided to the City) a copy of each notice of the occurrence of an Event of Default and each notice of termination given to the Developer under this Lease, at the same time as such notice is served upon the Developer. No such notice to the Developer shall be effective unless a copy thereof is thus served upon the Lender and each other Financing Party;

(iii) the Lender and each other Financing Party shall have the same period of time which the Developer has, after the service of any required notice upon it, plus 30 days, within which to remedy or cause to be remedied any payment default under this Lease which is the basis of the notice, and the City shall accept performance by the Lender or any other Financing Party as timely performance by the Developer;

(iv) the City may exercise any of its rights or remedies with respect to any Event of Default by the Developer, subject to the rights of the Lender and each other Financing Party under the Fee Deed of Trust, any other Financing Document and this **Section 10.4(d)** as to such Event of Default. Without limiting the generality of the foregoing, the holder of the Fee Deed of Trust may cause the sale of the fee simple interest or the leasehold interest of the Developer to be sold at foreclosure sale conducted in accordance with applicable law and the terms of the Fee Deed of Trust, accept assignment of this Lease in lieu of foreclosure and appoint a receiver for the Project, all without obtaining the prior written consent of the City but subject to the provisions of **Section 10.4(b)**;

(v) upon the occurrence and continuance of an Event of Default by the Developer under this Lease, other than a default in the payment of money, the City shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving notice thereof to the Lender and each other Financing Party and permitting the Lender and each other Financing Party (or their respective designees, nominees, assignees or transferees) a reasonable time within which to remedy such default in the case of an Event of Default which is susceptible of being cured (provided that the period to remedy such Event of Default shall continue beyond any period set forth in this Lease to effect said cure so long as the Lender or any other Financing Party (or its respective designee, nominee, assignee or transferee) is diligently prosecuting such cure); provided that the Lender or the Financing Party (or its respective designee, nominee, assignee or transferee) shall pay or cause to be paid to the City and the Trustee all expenses,

including reasonable counsel fees, court costs and disbursements incurred by the City or the Trustee in connection with any such default;

(vi) the Lender and each other Financing Party (and their respective designees, nominees, assignees or transferees) may enter, possess and use the Project at such reasonable times and manner as are necessary or desirable to effectuate the remedies and enforce their rights under their respective Financing Documents;

(vii) except for terminations of this Lease expressly authorized herein, this Lease may not be modified, amended, canceled or surrendered by agreement between the City and the Developer, without the prior written consent of the Lender and each other Financing Party; and

(viii) the Lender and each other Financing Party may, upon an event of default under any of their respective Loan Documents and/or Financing Documents, on behalf of the Developer and without the consent of the Developer, but only after having first caused the redemption of the Bonds, exercise the right to purchase the Project pursuant to **Section 11.1**, upon compliance with the provisions of that Section. The Developer agrees that the City will have no liability for taking direction from the Lender or any other Financing Party in connection with a conveyance of the Project back to the Developer pursuant to **Article XI**.

(e) In connection with the execution of one or more Financing Documents, upon the request of the Developer, the City agrees to execute such documents as shall be reasonably requested by the Lender or any other Financing Party and which are usual and customary in connection with the closing of the financing or refinancing pursuant to the Financing Documents, including, without limitation, subordination of the City's leasehold interest in the Project to any new fee deed of trust or any modification of the existing Fee Deed of Trust. Moreover, to facilitate the recordation of a new fee deed of trust or a modification of the existing Fee Deed of Trust, the City agrees to subordinate its leasehold interest in the Project to the Financing Documents. The Developer agrees to reimburse the City for any and all costs and expenses incurred by the City pursuant to this Section, including reasonable attorneys' fees and expenses, in complying with such request.

(f) The Developer's obligations under any mortgage or Financing Document relating to the Project entered into after the date of execution of this Lease (except for any Loan Documents or other Financing Documents related to the Project that the Developer and the Lender hereafter execute), the execution of which shall be expressly subject to the prior written consent of the Lender in accordance with the Fee Deed of Trust, shall be subordinate to the Developer's obligations under this Lease.

(g) Notwithstanding the foregoing, the City may agree to other provisions and documents requested by the Developer, the Lender or any other Financing Party not contemplated by this **Section 10.4**, subject to approval by the Board of Aldermen.

Section 10.5. Indemnification of City and Trustee. The Developer shall indemnify and save and hold harmless the City and the Trustee and their governing body members, officers, agents and employees from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any Person, firm or corporation arising from the issuance of the Bonds and the execution of the Redevelopment Agreement, this Lease (or any instrument requested by the Developer pursuant to **Section 10.4**) or the Indenture and from the conduct or management of, or from any work or thing done in or on the Project during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the Lease Term

from (a) any condition of the Project, (b) any breach or default on the part of the Developer in the performance of any of its obligations under the Redevelopment Agreement, this Lease, the Base Lease or any related document, (c) any contract entered into in connection with the acquisition, purchase, construction, extension, installation or improvement of the Project, (d) any act of negligence of the Developer or of any of its agents, contractors, servants, employees or licensees, (e) unless the Developer has been released from liability pursuant to **Section 13.1(c)**, any act of negligence of any assignee or sublessee of the Developer, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Developer, (f) obtaining any applicable state and local sales and use tax exemptions for materials or goods that become part of the Project, and (g) any violation of Section 107.170 of the Revised Statutes of Missouri; provided, however, the indemnification contained in **Sections 10.5(a)-(e)** shall not extend (i) to the City to the extent that such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are (A) the result of work being performed at the Project by employees of the City, or (B) the result of negligence or willful misconduct by the City or its employees, agents or contractors, or (ii) to the Trustee to the extent that such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of negligence or willful misconduct by the Trustee. Upon written notice from the City or the Trustee of any such claim or demand, the Developer shall defend them or either of them in any such action or proceeding; provided, that the City shall cooperate with the Developer and provide reasonable assistance in such defense. All costs related to the defense of the City or the Trustee pursuant to this **Section 10.5** shall be paid by the Developer. This **Section 10.5** shall survive any termination of the Redevelopment Agreement and this Lease or the satisfaction and discharge of the Indenture.

Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits. This Lease is intended to convey to the Developer all of the benefits and burdens of ownership and to cause the Developer to be treated as the owner of the Project for federal income tax purposes. The Trustee, the Developer and the City agree to treat this Lease in a manner consistent with such treatment. The Developer alone shall be entitled to all of the federal income tax attributes of ownership of the Project, including without limitation the right to claim depreciation, amortization deductions, investment tax credits or any other tax benefits. The City agrees that any depreciation, amortization deductions, investment tax credits or any other tax benefits with respect to the Project or any part thereof shall be made available to the Developer, and the City will fully cooperate with the Developer in any effort by the Developer to avail itself of any such depreciation, amortization deductions, investment tax credits or other tax benefits.

Section 10.7. Developer to Maintain its Existence. The Developer agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its corporate existence in good standing, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Developer may, without violating the agreement contained in this Section, consolidate with or merge into another Person or permit one or more other Persons to consolidate with or merge into it, or sell or otherwise transfer to another Person all or substantially all of its assets as an entirety and thereafter dissolve or convert into a different type of legal entity, if the surviving, resulting or transferee Person expressly assumes in writing all of the obligations of the Developer contained in this Lease. This Section does not limit the Developer's transfer rights under **Section 13.1**.

Section 10.8. Security Interests. The City and the Developer hereby authorize the Trustee to file all appropriate financing and continuation statements as may be required under the Uniform Commercial Code in order to fully preserve and protect the security of the Owners and the rights of the Trustee under the Indenture. Upon the written instructions of the Owners or pledgees of 100% of the

Bonds then-Outstanding, the Trustee shall file all instruments the Owners deem necessary to be filed and shall continue or cause to be continued such instruments for so long as the Bonds are Outstanding. Notwithstanding the foregoing, the Trustee shall not be obligated to file any original instrument unless such instrument has been prepared by an attorney acceptable to the Trustee (any attorneys' fees incurred in connection therewith shall be paid by the Developer), and the Trustee shall not be responsible for the accuracy or sufficiency of any such original instrument. The City and the Developer shall cooperate with the Trustee in this regard by providing such information as the Trustee may require to file or to renew such statements. Any such security interests in favor of the Developer shall be subject, subordinate and inferior to the security interests held by the Lender in and to the Project.

Section 10.9. Environmental Matters, Warranties, Covenants and Indemnities Regarding Environmental Matters.

(a) As used in this Section, the following terms have the following meanings:

"Environmental Laws" means any now-existing or hereafter enacted or promulgated federal, state, local, or other law, statute, ordinance, order, rule, regulation or court order pertaining to (i) environmental protection, regulation, contamination or clean-up, (ii) toxic waste, (iii) underground storage tanks, (iv) asbestos or asbestos-containing materials, or (v) the handling, treatment, storage, use or disposal of Hazardous Substances, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act and the Resource Conservation and Recovery Act, all as amended from time to time.

"Hazardous Substances" means all (i) "hazardous substances" (as defined in 42 U.S.C. §9601(14)), (ii) "chemicals" subject to regulation under Title III of the Superfund Amendments and Reauthorization Act of 1986, as amended from time to time, (iii) natural gas liquids, liquefied natural gas or synthetic gas, (iv) any petroleum, petroleum-based products or crude oil, or (v) any other hazardous or toxic substances, wastes or materials, pollutants, contaminants or any other substances or materials which are included under or regulated by any Environmental Law.

(b) The Developer warrants and represents to the City and the Trustee that to the knowledge of the Developer there are no conditions on the Project Site which materially violate any applicable Environmental Laws and no claims or demands have been asserted or made in writing by any third parties arising out of, relating to or in connection with any Hazardous Substances on, or allegedly on, the Project Site for any injuries suffered or incurred, or allegedly suffered or incurred, by reason of the foregoing.

(c) The Developer will provide the City and the Trustee with copies of any notifications of releases of Hazardous Substances or of any environmental hazards or potential hazards in material violation of Environmental Laws which are given by or on behalf of the Developer to any federal, state or local or other agencies or authorities or which are received by the Developer from any federal, state or local or other agencies or authorities with respect to the Project. Such copies shall be sent to the City and the Trustee concurrently with their being mailed or delivered to the governmental agencies or authorities or within 10 days after they are received by the Developer. The Developer will provide to the City for review only, any environmental assessments ("Assessments") and reports regarding the correction or remediation of material environmental issues required by Environmental Laws to be addressed in the Assessments ("Reports") concerning the Project; upon the completion of the City's review of the Assessments and the Reports, the City shall immediately return to the Developer all originals and copies of the Assessments and Reports.

(d) The Developer warrants and represents that the Developer has provided the City and the Trustee with copies of all emergency and hazardous chemical inventory forms (hereinafter "Environmental Notices") showing Hazardous Substances on the Project Site given within two years preceding the date hereof, as of the date hereof, by the Developer to any federal, state or local governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. §11001 *et seq*., or any other applicable Environmental Laws. The Developer will provide the City and the Trustee with copies of all Environmental Notices concerning Hazardous Substances on the Project Site subsequently sent to any such governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986 or any other applicable Environmental Laws. Such copies of subsequent Environmental Notices shall be sent to the City and the Trustee concurrently with their being mailed to any such governmental authority or agency.

(e) The Developer will comply with and operate and at all times use, keep and maintain the Project and every part thereof (whether or not such property constitutes a facility, as defined in 42 U.S.C. § 9601 *et seq*.) in material conformance with all applicable Environmental Laws. Without limiting the generality of the foregoing, the Developer will not use, generate, treat, store, dispose of or otherwise introduce any Hazardous Substance into or on the Project or any part thereof nor cause, suffer, allow or permit anyone else to do so except in material compliance with all applicable Environmental Laws.

(f) The Developer agrees to indemnify, protect and hold harmless the City and the Trustee and their directors, officers, shareholders, officials or employees from and against any and all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' fees, arising from (i) any release (as defined in 42 U.S.C. § 9601 (22)), actual or alleged, of any Hazardous Substances, upon the Project Site or respecting any products or materials previously, now or hereafter located upon the Project Site, regardless of whether such release or alleged release has occurred before the date hereof or hereafter occurs and regardless of whether such release or alleged release occurs as a result of any act, omission, negligence or misconduct of the Developer or any third party or otherwise (except, with respect to the City, to the extent such release occurs as a result of any negligence or willful misconduct of the City), (ii) any violation now existing or hereafter arising (actual or alleged) of, or any other liability under or in connection with, any applicable Environmental Laws (A) relating to or affecting the Project Site, or (B) relating to any products or materials previously, now or hereafter located upon the Project Site, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen before the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or alleged violation or other liability occurs or arises as the result of any act, omission, negligence or misconduct of the Developer or any third party or otherwise (except, with respect to the City, to the extent such violation occurs as a result of any negligence or willful misconduct of the City), (iii) any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any Hazardous Substances on or allegedly on the Project Site, or (iv) any material breach, falsity or failure of any of the representations, warranties, covenants and agreements contained in this Section; provided, however, that the Developer's obligations under this **Section 10.9(f)** shall not apply to the extent such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of (1) work being performed at the Project by employees, agents or contractors of the City or (2) negligence or willful misconduct by the City or its employees, agents or contractors, or the Trustee. The City shall cooperate with the Developer in the defense of any matters included within the foregoing indemnity without any obligation to expend money. This **Section 10.9(f)** shall survive any termination of this Lease.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project. The Developer shall have, and is hereby granted, the option to purchase all or any portion of the City's interest in the Project, at any time, upon payment in full or redemption of the Outstanding Bonds to be redeemed or provision for their payment or redemption having been made pursuant to **Article XIII** of the Indenture. To exercise such option, the Developer shall give written notice to the City and to the Trustee, and shall specify therein the date of closing of such purchase, which date shall be not less than 15 nor more than 90 days from the date such notice is mailed, and, in case of a redemption of the Bonds in accordance with the provisions of the Indenture, the Developer shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Notwithstanding the foregoing, if the City or the Trustee provides notice of its intent to exercise its remedies hereunder upon an Event of Default (a "Remedies Notice"), the Developer shall be deemed to have exercised its repurchase option under this Section on the 29th day following the issuance of the Remedies Notice without any further action by the Developer; provided said Remedies Notice has not been rescinded by such date. The Developer may rescind such exercise by providing written notice to the City and the Trustee on or before the 29th day and by taking such action as may be required to cure the default that led to the giving of the Remedies Notice. The purchase price payable by the Developer if it exercises the option granted in this Section shall be the sum of the following:

(a) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all or a portion of the then-Outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense; plus

(b) an amount of money equal to the Trustee's and the Paying Agent's agreed to and reasonable fees, charges and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus

(c) an amount of money equal to the City's reasonable charges and expenses incurred in connection with the Developer exercising its option to purchase all or a portion of the Project; plus

(d) an amount of money equal to all payments due and payable pursuant to the Redevelopment Agreement through the end of the calendar year in which the date of purchase occurs; plus

(e) the sum of $10.00.

Section 11.2. Conveyance of the Project. At the closing of the purchase of the Project pursuant to this Article, the City will upon receipt of the purchase price deliver to the Developer the following:

(a) a release from the Trustee of the Project from the lien and/or security interest of the Indenture and this Lease and appropriate termination of financing statements as required under the Uniform Commercial Code; and

(b) such other documents as may be reasonably necessary to effectuate the conveyance of the Project, including without limitation a termination of the Base Lease and this Lease.

Section 11.3. Relative Position of Option and Indenture. The option to purchase the Project granted to the Developer in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Developer is in default under this Lease; provided that such option will not result in nonfulfillment of any condition to the exercise of such option (including the payment of all amounts specified in **Section 11.1**) and further provided that the option herein granted shall terminate upon the termination of this Lease.

Section 11.4. Obligation to Purchase the Project. The Developer hereby agrees to purchase, and the City hereby agrees to sell, the Project upon the occurrence of the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture. The amount of the purchase price under this Section shall be the sum of the items set forth in **Sections 11.1(a)-(e)**. The purchase price shall be paid by the Developer within 90 days of the expiration of the Lease Term.

Section 11.5. Right to Set-Off. At its option, to be exercised at least five days before the date of closing such purchase, the Developer may deliver to the Trustee for cancellation Bonds not previously paid, and the Developer shall receive a credit against the purchase price payable by the Developer in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon. The Developer may set-off any payment obligation under **Section 11.1(a)** by tendering a corresponding amount of the Bonds to the Trustee for cancellation.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default. If any one or more of the following events occurs and is continuing, it is hereby defined as and declared to be and to constitute an "Event of Default" under this Lease:

(a) default in the due and punctual payment of Basic Rent or Additional Rent within 10 days after written notice thereof from the City to the Developer and the Lender; or

(b) default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Developer's part to be observed or performed, and such default continues for 60 days after the City or the Trustee has given the Developer and the Lender written notice specifying such default (or such longer period as is reasonably required to cure such default, provided that (i) the Developer or the Lender, as applicable, has commenced such cure within said 60-day period, and (ii) the Developer or the Lender, as applicable, diligently prosecutes such cure to completion); or

(c) the Developer: (i) admits in writing its inability to pay its debts as they become due; or (ii) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (iii) makes an assignment for the benefit of creditors; or

(iv) consents to the appointment of a trustee, receiver or liquidator for all or a substantial portion of its property or fails to have the appointment of any trustee, receiver or liquidator made without the Developer's consent or acquiescence, vacated or set aside; or (v) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (vi) is subject to any proceeding, or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a substantial portion of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order or proceeding, if not consented to by it, is not dismissed, vacated, denied, set aside or stayed within 90 days after the day of entry or commencement; or (vii) suffers a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed or released within 60 days after the final entry or levy or after any contest is finally adjudicated or any stay is vacated or set aside; or

(d) an event of default under the Redevelopment Agreement, as described in **Section _____** thereof.

The Trustee shall give the Lender notice of the occurrence of any Event of Default of which the Trustee has notice pursuant to the terms of the Indenture. The Lender may, at its election, but shall have no obligation to, cure such Event of Default.

Section 12.2. Remedies on Default. If any Event of Default referred to in **Section 12.1** has occurred and continues beyond the period provided to cure, then the City may at the City's election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease in the Indenture), then or at any time thereafter, and while such default continues, take any one or more of the following actions, in addition to the remedies provided in **Section 12.5**:

(a) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable, as provided in the Indenture; or

(b) give the Developer written notice of intention to terminate this Lease on a date specified therein, which date shall not be earlier than 60 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Owners shall tender or be deemed to have tendered the Outstanding principal amount of the Bonds for cancellation with instruction that such tender is in lieu of payment in accordance with **Section 11.5**, the Developer's or the Lender's rights to possession of the Project shall cease and this Lease shall thereupon be terminated, and the City may re-enter and take possession of the Project or the City may convey the Project to the Developer and bring an action against the Developer for the purchase price of the Project under **Section 11.1**; provided, however, if the Developer has paid all obligations due and owing under the Indenture, this Lease, the Base Lease and the Redevelopment Agreement, the City shall convey the Project in accordance with **Section 11.2**. The Developer's rights to cause the conveyance of the Project in accordance with **Section 11.2** shall survive the expiration or termination of this Lease.

If the City defaults on any of its obligations under this Lease, the Developer's sole remedy for such default shall be to sue for specific performance of this Lease.

Section 12.3. Survival of Obligations. The Developer covenants and agrees with the City and the Owners that its obligations under this Lease shall survive the cancellation and termination of this

Lease, for any cause, and that the Developer shall continue to pay the Basic Rent and Additional Rent (to the extent the Bonds remain Outstanding) and perform all other obligations provided for in this Lease, all at the time or times provided in this Lease; provided, however, that upon the payment of all Basic Rent and Additional Rent required under **Article V**, and upon the satisfaction and discharge of the Indenture under **Section 1301** thereof, and upon the Developer's exercise of the purchase option contained in **Article XI**, the Developer's obligations under this Lease shall thereupon cease and terminate in full, except that the obligations contained in **Section 10.5** with respect to indemnification of the City and the Trustee shall not so terminate.

Section 12.4. Performance of the Developer's Obligations by the City. Upon an Event of Default, the City, or the Trustee in the City's name, may (but shall not be obligated so to do) upon the continuance of such failure on the Developer's part for 60 days after written notice of such failure is given to the Developer by the City or the Trustee, and without waiving or releasing the Developer from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all reasonable sums so paid by the City or the Trustee and all necessary incidental reasonable costs and expenses incurred by the City or the Trustee (including, without limitation, attorneys' fees and expenses) in performing such obligations shall be deemed Additional Rent and shall be paid to the City or the Trustee on demand, and if not so paid by the Developer, the City or the Trustee shall have the same rights and remedies provided for in **Section 12.2** in the case of default by the Developer in the payment of Basic Rent.

Section 12.5. Rights and Remedies Cumulative. The rights and remedies reserved by the City and the Developer hereunder are in addition to those otherwise provided by law and shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The City and the Developer shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. Notwithstanding anything in this **Section 12.5** or elsewhere in this Lease to the contrary, however, the Developer's option to purchase the property as provided in **Article XI** above shall not be terminated upon an Event of Default unless and until this Lease is terminated to the extent permitted pursuant to **Section 12.2(b)**. The parties agree that no provision of this Lease shall be construed to allow the City to require the Developer to acquire, construct or install the Project.

Section 12.6. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach of any covenant, agreement or undertaking by the Developer, the City may nevertheless accept from the Developer any payment or payments hereunder without in any way waiving the City's right to exercise any of its rights and remedies provided for herein with respect to any such default or defaults of the Developer which were in existence at the time such payment or payments were accepted by the City.

Section 12.7. Trustee's Exercise of the City's Remedies. Whenever any Event of Default has occurred and is continuing, the Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the City under this Article, upon notice as required of the City unless the City has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

(a) The Developer may assign, transfer, encumber or dispose of this Lease or any interest herein or part hereof for any lawful purpose under the Act, subject to the terms of the Loan Documents and any other Financing Documents. Except as otherwise provided in this Section, the Developer must obtain the City's prior written consent before any such disposition, unless such disposition is to (i) any party related to the Developer by one of the relationships described in Section 267(b) of the Internal Revenue Code of 1986, as amended, (ii) any party controlled by or under common control with the Developer, (iii) any affiliated entity (including any joint venture) in which the Developer has an ownership interest, directly or indirectly, or (iv) the Lender. Notwithstanding the foregoing, the Lender may sell at foreclosure sale or by deed in lieu of foreclosure, the interest of the Developer in this Lease.

(b) With respect to any assignment, the Developer or the Lender, as applicable, shall comply with the following conditions:

(i) the Developer shall notify the City of the assignment in writing;

(ii) such assignment shall be duly executed and acknowledged by the assignor and in proper form for recording;

(iii) such assignment shall include the entire then unexpired term of this Lease; and

(iv) a duplicate original of such assignment shall be delivered to the City and the Trustee within 10 days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee and in proper form for recording, by which the assignee shall assume all of the terms, covenants and conditions of this Lease on the part of the Developer to be performed and observed.

(c) Any assignee of all the rights of the Developer shall agree to be bound by the terms of this Lease, the Base Lease, the Redevelopment Agreement and any other documents related to the issuance of the Bonds. Upon such assignment of all the rights of the Developer and agreement by the assignee to be bound by the terms of this Lease, the Base Lease, the Redevelopment Agreement and any other documents related to the issuance of the Bonds, the Developer shall be released from and have no further obligations under this Lease, the Base Lease, the Redevelopment Agreement or any other document related to the issuance of the Bonds.

(d) Notwithstanding the foregoing, the Developer may, in its ordinary course of business, sublease all or portions of the Project to tenants without the prior consent of the City so long as the Developer remains obligated to perform all of its obligations under this Lease, the Base Lease and the Development Agreement.

Section 13.2. Assignment of Revenues by City. The City shall assign and pledge any rents, revenues and receipts receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest and premium, if any, on the Bonds, and the Developer hereby consents to such pledge and assignment.

Section 13.3. Prohibition Against Leasehold Mortgage of Project. The City shall not mortgage its leasehold interest in the Project but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

Section 13.4. Restrictions on Sale or Encumbrance of Project by City. During the Lease Term, the City agrees that, except to secure the Bonds to be issued pursuant to the Indenture and except to enforce its rights under **Section 12.2(b)**, it will not sell, assign, encumber, mortgage, transfer or convey the Project or any interest therein.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1. Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Indenture, subsequent to the issuance of the Bonds and before the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee, given in accordance with the provisions of the Indenture, which consent, however, shall not be unreasonably withheld, and the written consent of all of the Owners, the Lender and each other Financing Party.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when (a) mailed by registered or certified mail, postage prepaid, or (b) sent by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee, addressed as follows:

(i) To the City:

City of Osage Beach
1000 City Parkway
Osage Beach, Missouri 65065
Attn: City Administrator

with copies to:

City of Osage Beach
1000 City Parkway
Osage Beach, Missouri 65065
Attn: City Attorney

and

Gilmore & Bell, P.C.

One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102
Attn: Mark A. Spykerman, Esq.

(ii) To the Trustee:

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

(iii) To the Developer:

Lakeport Village, LLC
4401 North Mesa
El Paso, Texas 79902
Attn: Jeffrey J. Tegethoff

with a copy to:

Husch Blackwell LLP
190 Carondelet Plaza, Suite 600
Clayton, Missouri 63105
Attn: David Richardson, Esq.

(iv) To the Lender at such address as may be specified in writing by the Developer from time to time, together with a copy of the Fee Deed of Trust, of which the specified Lender is the beneficiary.

All notices given by certified or registered mail as aforesaid shall be deemed fully given as of the date they are so mailed, provided, however, that notice to the Trustee shall be effective only upon receipt. A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Developer to the other shall also be given to the Trustee and the Lender. The City, the Developer, the Trustee and the Lender may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 15.2. City Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the City shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the City shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules; provided, however, that nothing in this Lease shall be interpreted to affect the City's rights to approve or deny any additional project or matter unrelated to the Project subject to zoning, building permit or other regulatory approvals by the City.

Section 15.3. Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the City and the Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same becomes due and payable, (c) that to the extent that the payments of Basic Rent are not sufficient to

provide the City and the Trustee with funds sufficient for the purposes aforesaid, the Developer shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money, in cash, as may from time to time be required for such purposes, and (d) that if after the principal of and interest on the Bonds and all costs incident to the payment of the Bonds (including the fees and expenses of the City and the Trustee) have been paid in full the Trustee or the City holds unexpended funds received in accordance with the terms hereof such unexpended funds shall, after payment therefrom of all sums then due and owing by the Developer under the terms of this Lease, and except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the Developer.

Section 15.4. Limitation on Liability of City. No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri.

Section 15.5. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 15.6. Binding Effect; Third-Party Beneficiary. This Lease shall be binding upon and shall inure to the benefit of the City and the Developer and their respective successors and assigns. The Lender shall be a third-party beneficiary of any provisions contained herein granting rights to the Lender.

Section 15.7. Severability. If for any reason any provision of this Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 15.8. Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 15.9. Electronic Transaction. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 15.10. City Consent. Pursuant to the Ordinance, the Mayor and the City Administrator are authorized to execute all documents on behalf of the City (including documents pertaining to the transfer of property or the financing or refinancing of the Project by the Developer) as may be required to carry out and comply with the intent of the Ordinance, the Indenture, the Base Lease and this Lease. The Mayor and the City Administrator are also authorized, unless expressly prohibited herein, to grant on behalf of the City such consents, estoppels and waivers relating to the Bonds, the Indenture, the Base Lease, this Lease or the Redevelopment Agreement as may be requested during the term hereof; provided, such consents, estoppels and/or waivers shall not increase the principal amount of the Bonds, increase the term of this Lease or the economic incentives provided herein, waive an Event of Default or materially change the nature of the transaction unless otherwise approved by the Board of Aldermen.

Section 15.11. Subordination of Lease. By its execution hereof, each of the Developer and the City hereby agrees that this Lease shall be, is and shall continue to be, subordinate and inferior to the Fee

Deed of Trust and the other Loan Documents until all [*Obligations*] (as such term is defined in the Fee Deed of Trust) have been indefeasibly paid and performed in full, including but not limited to, all future advances and future obligations secured by the Fee Deed of Trust and the other Loan Documents. Such subordination shall be self-operative and shall be irrespective of the time, manner, order of recording or perfection or any other priority that ordinarily would result under the Uniform Commercial Code as enacted in each and every applicable jurisdiction, and as amended from time to time, and other applicable law for the order of granting or perfecting any security interests referred to herein.

Section 15.12. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Developer certifies it is not currently engaged in and shall not, for the duration of this Lease, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel or (c) persons or entities doing business in the State of Israel.

Section 15.13. Conflict with Fee Deed of Trust and Financing Documents. If any of the terms of this Lease are in conflict with or contrary to the terms of the Fee Deed of Trust, any other Loan Document or any other Financing Document, then the terms and provisions of the Fee Deed of Trust, the other Loan Document or the other Financing Document shall be controlling.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names by their duly authorized signatories, all as of the date first above written.

CITY OF OSAGE BEACH, MISSOURI

(SEAL)

By: _____
Michael Harmison, Mayor

Attest:

_____
Tara Berreth, City Clerk

LAKEPORT VILLAGE, LLC,
a Missouri limited liability company

By: _____
Jeffrey J. Tegethoff, Manager

EXHIBIT A

PROJECT SITE

The land situated in the County of Camden, State of Missouri, and described as follows:

Commencing at a 5/8" rebar marking the West Quarter corner of said Section; thence, South 89 Degrees, 04 Minutes, 27 Seconds East along the Quarter Section line of said Section, 537.27 feet to a set 1/2 inch rebar and the POINT OF BEGINNING; thence, leaving said Quarter Section line, South 27 Degrees, 51 Minutes, 54 Seconds East along the Easterly right of way of Jefferies Road, 9.10 feet to Centerline Station 180+80, and 16+20 on the Northerly right of way of US Highway 54; thence, leaving said Easterly right of way, North 89 Degrees, 51 Minutes, 02 Seconds East along said Northerly right of way, 100.29 feet to a set 1/2 inch rebar; thence, leaving said Northerly right of way, North 0 Degrees, 55 Minutes, 31 Seconds West along the Westerly line of a tract of land described by deed in Book 805, Page 905 in said Records of Camden County, 6.10 feet to a set 1/2 inch rebar; thence, leaving said westerly line, South 89 Degrees, 04 Minutes, 27 Seconds East along the Northerly line of said tract of land, and the Quarter Section line of said Section, 200.61 feet to a set 1/2 inch rebar; thence, leaving said Quarter Section line and said Northerly line, North 76 Degrees, 58 Minutes, 46 Seconds East along the Northerly right of way of US Highway 54, 70.00 feet to Centerline Station 177+30; thence, North 85 Degrees, 43 Minutes, 32 Seconds East, 131.53 feet to Centerline Station 176+00; thence, North 77 Degrees, 37 Minutes, 31 Seconds East, 25.93 feet to a set 1/2 inch rebar; thence, leaving said Northerly right of way along the approximate 662 contour along the following courses: North 8 Degrees, 40 Minutes, 02 Seconds East, 61.36 feet; thence, North 25 Degrees, 33 Minutes, 36 Second East, 18.15 feet; thence, North 37 Degrees, 57 Minutes, 49 Seconds East, 89.00 feet; thence, North 39 Degrees, 21 Minutes, 12 Seconds East, 19.22 feet; thence, North 32 Degrees, 08 Minutes, 52 Seconds East, 17.08 feet; thence, North 16 Degrees, 40 Minutes, 39 Seconds East, 37.22 feet; thence, North 17 Degrees, 15 Minutes, 18 Seconds East, 24.15 feet; thence, North 35 Degrees, 14 Minutes, 29 Seconds East, 10.43 feet; thence, North 32 Degrees, 43 Minutes, 40 Seconds East, 8.12 feet; thence, North 37 Degrees, 15 Minutes, 51 Seconds East, 6.57 feet; thence, North 16 Degrees, 44 Minutes, 12 Seconds East, 29.27 feet; thence, North 17 Degrees, 09 Minutes, 28 Seconds East, 32.03 feet; thence, North 3 Degrees, 14 Minutes, 48 Seconds East, 23.08 feet; thence, North 44 Degrees, 07 Minutes, 28 Seconds West, 87.88 feet; thence, North 58 Degrees, 01 Minutes, 21 Seconds West, 19.80 feet; thence, North 66 Degrees, 28 Minutes, 23 Seconds West, 14.63 feet; thence, North 60 Degrees, 02 Minutes, 33 Seconds West, 15.31 feet; thence, North 72 Degrees, 37 Minutes, 16 Seconds West, 29.79 feet; thence, North 63 Degrees, 08 Minutes, 35 Seconds West, 27.55 feet; thence, North 72 Degrees, 52 Minutes, 41 Seconds West, 127.47 feet; thence, North 85 Degrees, 45 Minutes, 12 Seconds West, 37.59 feet; thence, South 87 Degrees, 36 Minutes, 06 Seconds West, 14.64 feet; thence, North 72 Degrees, 10 Minutes, 11 Seconds West, 23.40 feet; thence, North 81 Degrees, 51 Minutes, 22 Seconds West, 42.78 feet; thence, North 81 Degrees, 09 Minutes, 41 Seconds West, 46.49 feet; thence, South 88 Degrees, 15 Minutes, 53 Seconds West, 30.13 feet; thence, South 69 Degrees, 02 Minutes, 08 Seconds West, 11.98 feet; thence, North 70 Degrees, 54 Minutes, 14 Seconds West, 31.08 feet; thence, North 2 Degrees, 54 Minutes, 17 Seconds West, 67.81 feet to a set 1/2 inch rebar; thence, leaving said 662 Contour, along the centerline of a Twenty-two foot (22') wide Easement, North 39 Degrees, 25 Minutes, 07 Seconds West, 81.75 feet; thence, North 10 Degrees, 11 Minutes, 17 Seconds West, 25.90 feet; thence, North 8 Degrees, 00 Minutes, 42 Seconds West, 222.33 feet to a set 1/2 inch rebar on the centerline of Lakewood Circle; thence, leaving said Easement, along said Centerline, along the following courses, South 53 Degrees, 27 Minutes, 37 Seconds East, 210.00 feet to a set 1/2 inch rebar; thence, North 86 Degrees, 22 Minutes, 23 Seconds East, 70.00 feet; thence, North 72 Degrees, 32 Minutes, 23 Seconds East, 360.00 feet to a set 1/2 inch rebar; thence, leaving said Centerline, South 85 Degrees, 02 Minutes, 37 Seconds East, 182.82 feet to a set 1/2 inch rebar on the approximate 662 Contour; thence, following along said 662 Contour along the following courses: North 60 Degrees, 10 Minutes, 11 Seconds East, 70.64 feet; thence, North 60 Degrees, 10 Minutes, 11 Seconds East, 63.64 feet; thence, North 85 Degrees,

34 Minutes, 36 Seconds East, 11.08 feet; thence, North 40 Degrees, 33 Minutes, 37 Seconds East, 31.89 feet; thence, North 40 Degrees, 38 Minutes, 40 Seconds East, 25.06 feet; thence, North 80 Degrees, 22 Minutes, 40 Seconds East, 4.32 feet; thence, North 36 Degrees, 43 Minutes, 32 Seconds East, 10.22 feet; thence, North 83 Degrees, 42 Minutes, 02 Seconds East, 10.90 feet; thence, North 38 Degrees, 50 Minutes 21 Seconds East, 15.68 feet; thence, North 5 Degrees, 58 Minutes, 08 Seconds West, 15.65 feet; thence, North 51 Degrees, 17 Minutes, 40 Seconds East, 7.39 feet; thence, North 15 Degrees, 10 Minutes, 18 Seconds East, 53.32 feet; thence, North 3 Degrees, 10 Minutes, 46 Seconds East, 38.06 feet; thence, North 23 Degrees, 46 Minutes, 19 Seconds West, 57.61 feet; thence, North 43 Degrees, 28 Minutes, 49 Seconds West, 62.72 feet; thence, North 64 Degrees, 49 Minutes, 24 Seconds West, 24.23 feet; thence, North 47 Degrees, 55 Minutes, 41 Seconds West, 39.14 feet; thence, North 80 Degrees, 20 Minutes, 43 Seconds West, 40.88 feet; thence, North 80 Degrees, 07 Minutes, 53 Seconds West, 20.62 feet; thence, North 60 Degrees, 10 Minutes, 20 Seconds West, 19.29 feet; thence, North 74 Degrees, 01 Minutes, 02 Seconds West, 21.79 feet; thence, North 81 Degrees, 28 Minutes, 44 Seconds West, 43.91 feet; thence, North 89 Degrees, 17 Minutes, 05 Seconds West, 170.25 feet; thence, South 70 Degrees, 21 Minutes, 22 Seconds West, 20.37 feet; thence, North 85 Degrees, 59 Minutes, 01 Seconds West, 39.22 feet; thence, North 89 Degrees, 02 Minutes, 53 Seconds West, 44.58 feet; thence, South 85 Degrees, 21 Minutes, 05 Seconds West, 88.17 feet; thence, North 81 Degrees, 22 Minutes, 42 Seconds West, 81.76 feet; thence, North 73 Degrees, 09 Minutes, 05 Seconds West, 40.55 feet; thence, North 84 Degrees, 24 Minutes, 54 Seconds West, 45.73 feet to a set 1/2 inch rebar; thence, leaving said 662 Contour, South 53 Degrees, 04 Minutes, 13 Seconds West, 78.10 feet to a 1/2 inch rebar; thence, North 89 Degrees, 20 Minutes, 05 Seconds West along the Southerly line of a tract of land described by deed in Book 865, Page 402 in said Records of Camden County, 144.85 feet; thence, leaving said Southerly line, North 89 Degrees, 07 Minutes, 56 Seconds West along the Southerly line of a tract of land described by deed in Book 366, Page 647 in said Records of Camden County, 140.39 feet to a 1/2 inch rebar on the Easterly right of way of Jefferies Road; thence, leaving said Southerly line along the following courses: South 9 Degrees, 52 Minutes, 22 Seconds West, 341.59 feet; thence, South 8 Degrees, 10 Minutes, 03 Seconds West, 100.06 feet on the Centerline Lakewood Circle; thence, continuing along said Easterly right of way, South 8 Degrees, 10 Minutes, 03 Seconds West, 251.96 feet; thence, on a curve to the left 177.76 feet, with a radius of 407.78 feet, and a chord direction of South 6 Degrees, 39 Minutes, 26 Seconds East, 176.36 feet, Thence, South 19 Degrees, 51 Minutes, 11 Seconds East, 374.60 feet to a 1/2 inch rebar; thence, North 71 Degrees, 53 Minutes, 00 Seconds East, 10.00 feet to a 1/2 inch rebar; thence, South 27 Degrees, 51 Minutes, 54 Seconds East, 71.35 feet to the POINT OF BEGINNING.

Goodin's Sub-Division:
Tract of land situated in the Northeast Quarter of Section II, Township 39 North, Range 16 West

Lakewood Condominium:
Tract "A" of Goodin's sub-division, a subdivision of record in Camden County, Missouri, filed in the Office of Recorder, in Plat Book 2 at Page 82. Said tract of land further described as being a part of the South half of the Northeast Quarter of Section II, Township 39 North, Range 16 West.

Lakewood Resort Condominium, Phase II:
The Part of Tract "A" of Goodin's Subdivision, a Subdivision of Record in Plat Book 2 at Page 82 in the Office of the Recorded in Camden County, Missouri, said tract of land further described as follows:

From the Southwest Corner of said Tract "A," being also a Point on the Centerline of a Road as Shown on the Recorded Plat, Run Along the Centerline of Road North 07 Degree 55 Minutes East 215.0 Feet to an Intersection with the Centerline of a 25.0 Food Wide Road to the Right; Thence Along the Centerline of said Road to the Right North 50 Degree 50 Minutes East 145.0 Feet; Thence North 78 Degrees 40 Minutes East 140.0 Feet; Thence South 53 Degrees 40 Minutes East 165.0 Feet; Thence Leaving the Road Centerline South 17 Degree 40 Minutes East 99.62 Feet for the Point of Beginning; Thence

Continue South 17 Degrees 40 Minutes East 62.19 Feet; Thence South 84 Degrees 22 Minutes 02 Seconds West 9.31 Feet; Thence South 77 Degrees 30 Minutes 48 Seconds West 17.22 Feet; Thence South 73 Degrees 25 Minutes 06 Seconds West 14.39 Feet; Thence North 30 Degrees 14 Minutes 19 Seconds West 81.31 Feet; Thence North 87 Degrees 03 Minutes 20 Seconds East 83.16 Feet to the Place of Beginning.

Lakewood Resort Condominium, Phase II, First Addition:
The Part of Tract "A" of Goodin's Subdivision, a Subdivision of Record in Plat Book 2 at Page 82 in the Office of the Recorded in Camden County, Missouri, said tract of land further described as follows:

From the Southwest Corner of said Tract "A," being also a Point on the Centerline of a Road as Shown on the Recorded Plat, Run Along the Centerline of Road North 07 Degree 55 Minutes East 215.0 Feet to an Intersection with the Centerline of a 25.0 Food Wide Road to the Right; Thence Along the Centerline of said Road to the Right North 50 Degree 50 Minutes East 145.0 Feet; Thence North 78 Degrees 40 Minutes East 140.0 Feet; Thence South 53 Degrees 40 Minutes East 165.0 Feet; Thence Leaving the Road Centerline South 87 Degrees 03 Minutes 20 Seconds West 54.85 Feet; Thence South 10 Degrees 24 Minutes 40 Seconds East (South 10 Degrees 20 Minutes East-Deed) 25.90 Feet; Thence South 39 Degree 34 Minutes 30 Seconds East (South 39 Degrees 30 Minutes East-Deed) 81.75 Feet; Thence North 50 Degrees 31 Minutes 30 Seconds East 11.44 Feet; Thence North 56 Degrees 21 Minutes 50 Seconds East 750 Feet; Thence North 68 Degrees 03 Minutes 16 Seconds East 25.74 Feet; Thence North 30 Degrees 14 Minutes 19 Seconds West 81.31 Feet to the Point of Beginning.

EXHIBIT B

FORM OF REQUISITION CERTIFICATE

Requisition No. _____
Date: _____

REQUISITION CERTIFICATE

TO: UMB BANK, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF [*DATE*], 2023, BETWEEN THE CITY OF OSAGE BEACH, MISSOURI, AND THE TRUSTEE, AND A LEASE AGREEMENT DATED AS OF [*DATE*], 2023, BETWEEN THE CITY OF OSAGE BEACH, MISSOURI, AND LAKEPORT VILLAGE, LLC

The undersigned Authorized Developer Representative hereby states and certifies that:

1. A total of $_____ is requested to pay for Project Costs associated with the acquisition of the Project Site and the construction of the Project Improvements. The total amount of this requisition and all prior requisitions is as follows:

Date of Project Costs	***Amount Submitted in this Requisition***	***Requisitions Submitted to Date (Including this Requisition)***

2. Said Project Costs shall be paid in whole from Bond proceeds in such amounts, to such payees and for such purposes as set forth on **Schedule 1**.

3. Each of the items for which payment is requested is or was desirable and appropriate in connection with the purchase and construction of the Project, has been properly incurred and is a proper charge against the Project Fund, has been paid by the Developer or is justly due to the Persons whose names and addresses are stated on **Schedule 1**, and has not been the basis of any previous requisition from the Project Fund.

4. As of this date, except for the amounts referred to above, to the best of my knowledge there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the purchase and construction of the Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof.

5. With respect to this disbursement, the Developer certifies it has reviewed any wire instructions set forth herein to confirm such wire instructions are accurate and agrees it will not seek

recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with the instructions herein.

6. Capitalized words and terms used in this Requisition Certificate have the meanings given to such words and terms in **Section 101** of the Trust Indenture.

LAKEPORT VILLAGE, LLC

By: _____
Authorized Developer Representative

Approved this _____ day of _____, 20___.

CITY OF OSAGE BEACH, MISSOURI

By: _____
Authorized City Representative

SCHEDULE 1 TO REQUISITION CERTIFICATE

PROJECT COSTS

Payee and Address	Description	Amount

GILMORE & BELL, P.C.
DRAFT – APRIL ___, 2023
FOR DISCUSSION PURPOSES ONLY

Exhibit D

CITY OF OSAGE BEACH, MISSOURI,

AND

UMB BANK, N.A.,
as Trustee

TRUST INDENTURE

Dated as of [*Date*], 2023

Relating to:

$360,000,000
(Aggregate Maximum Principal Amount)
City of Osage Beach, Missouri
Taxable Industrial Revenue Bonds
(Lakeport Village Project)
Series 2023

TRUST INDENTURE

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TRUST INDENTURE

THIS TRUST INDENTURE, dated as of [*Date*], 2023 (this "Indenture"), between the **CITY OF OSAGE BEACH, MISSOURI**, a fourth-class city organized and existing under the laws of the State of Missouri (the "City"), and **UMB BANK, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, with a corporate trust office located in St. Louis, Missouri, as Trustee (the "Trustee");

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri (collectively, the "Act") to purchase, construct, extend and improve certain projects (as defined in the Act), to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, office industry, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

2. Pursuant to the Act, the Board of Aldermen passed Ordinance No. 23.___ on May 18, 2023 (the "Ordinance"), authorizing the City to issue its Taxable Industrial Revenue Bonds (Lakeport Village Project), Series 2023, in the maximum principal amount of $360,000,000 (the "Bonds"), for the purpose of (a) acquiring a leasehold interest in approximately 24 acres of real property located at the northeast corner of Jefferies Road and U.S. Route 54 in the City (as legally described on **Exhibit A**, the "Project Site") and (b) constructing thereon a family-friendly resort and entertainment district (the "Project Improvements").

3. Pursuant to the Act and the Ordinance, the City is authorized to (a) enter into this Indenture with the Trustee for the purpose of issuing and securing the Bonds, as herein provided, (b) enter into a Base Lease of even date herewith (the "Base Lease") with Lakeport Village, LLC (the "Developer") under which the City will acquire a leasehold interest in the Project Site and (c) enter into a Lease Agreement of even date herewith (the "Lease") with the Developer under which the City will, or will cause the Developer to, construct the Project Improvements and will lease the Project Improvements, as they may at any time exist, together with the City's leasehold interest in the Project Site (collectively, the "Project") to the Developer in consideration of rental payments by the Developer that will be sufficient to pay the principal of and interest on the Bonds.

4. All things necessary to make the Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid and legally binding obligations of the City, and to constitute this Indenture a valid and legally binding pledge and assignment of the Trust Estate (as defined herein) herein made for the security of the payment of the principal of and interest on the Bonds, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners (as defined herein) thereof, and of other

good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on all of the Bonds issued and Outstanding (as defined herein) under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby pledge and assign to the Trustee and its successors and assigns forever, the property described in paragraphs (a), (b) and (c) below (said property being herein referred to as the "Trust Estate"), to-wit:

(a) All right, title and interest of the City in and to the Project together with the tenements, hereditaments, appurtenances, rights, easements, privileges and immunities thereunto belonging or appertaining and, to the extent permissible, all permits, certificates, approvals and authorizations;

(b) All right, title and interest of the City in, to and under the Lease (excluding the Unassigned Rights, as defined herein), and all rents, revenues and receipts derived by the City from the Project including, without limitation, all rentals and other amounts to be received by the City and paid by the Developer under and pursuant to and subject to the provisions of the Lease; and

(c) All moneys and securities from time to time held by or now or hereafter required to be paid to the Trustee under the terms of this Indenture, and any and all other real or personal property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the City or by anyone in its behalf, or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby pledged and assigned or agreed or intended so to be, to the Trustee and its successors and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of all Owners from time to time of the Bonds Outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by this Indenture;

PROVIDED, HOWEVER, that if the City pays, or causes to be paid, the principal of and interest on the Bonds, at the time and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, or provides for the payment thereof (as provided in **Article XIII**), and pays or causes to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights hereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to any words and terms defined in the Lease (which definitions are hereby incorporated by reference) and any words and terms defined elsewhere in this Indenture, the following words and terms used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

"Act" means, collectively, Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri.

"Additional Rent" means the additional rental described in **Section 5.2** of the Lease.

"Approved Investor" means (a) the Developer, (b) an affiliate of the Developer, (c) the Lender, (d) a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933, or (e) any general business corporation or enterprise with total assets in excess of $100,000,000.

"Authorized City Representative" means the Mayor, the City Administrator or such other Person at the time designated to act on behalf of the City as evidenced by written certificate furnished to the Developer and the Trustee containing the specimen signature of such Person and signed on behalf of the City by its Mayor or City Administrator. Such certificate may designate an alternate or alternates, each of whom may perform all duties of the Authorized City Representative.

"Authorized Developer Representative" means the Person at the time designated to act on behalf of the Developer as evidenced by written certificate furnished to the City and the Trustee containing the specimen signature of such Person and signed on behalf of the Developer by an authorized officer of the Developer. Such certificate may designate an alternate or alternates, each of whom may perform all duties of the Authorized Developer Representative.

"Base Lease" means the Base Lease dated as of [*Date*], 2023 between the City and the Developer, as may be amended from time to time.

"Basic Rent" means the rental described in **Section 5.1** of the Lease.

"Bond" or **"Bonds"** means the Taxable Industrial Revenue Bonds (Lakeport Village Project), Series 2023, in the maximum aggregate principal amount of $360,000,000, issued, authenticated and delivered under and pursuant to this Indenture.

"Bond Fund" means the "City of Osage Beach, Missouri, Series 2023 Bond Fund – Lakeport Village Project" created in **Section 501**.

"Bond Purchase Agreement" means the agreement by that name with respect to the Bonds by and between the City and the Purchaser.

"Business Day" means any day other than a Saturday or Sunday or legal holiday or a day on which banks located in the city in which the principal corporate trust office or the principal payment office of the Trustee are required or authorized by law to remain closed.

"City" means the City of Osage Beach, Missouri, a fourth-class city organized and existing under the laws of the State.

"Closing Date" means the date identified in the Bond Purchase Agreement for the initial issuance and delivery of the Bonds.

"Closing Price" means the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date, which amount shall be equal to (a) any Project Costs spent by the Developer from its own funds before the Closing Date, and, at the Developer's option, the costs of issuance of the Bonds if such costs are not paid for from Bond proceeds, or (b) the aggregate principal amount of the Bonds, if all of the proceeds of the Bonds are being transferred to the Trustee on the Closing Date.

"Completion Date" means the date of execution of the certificate required by **Section 4.5** of the Lease and **Section 504** hereof, which shall be deemed executed and filed on December 31, 2026 if not actually executed and filed by such date, except as otherwise provided in **Section 4.5** of the Lease, including an extension to December 31, 2027 in the event of a Permitted Excuse.

"Cumulative Outstanding Principal Amount" means the aggregate principal amount of all Bonds Outstanding under the provisions of this Indenture, not to exceed $360,000,000, as reflected in the records maintained by the Trustee as provided in the Bonds and this Indenture.

"Developer" means Lakeport Village, LLC and its successors or assigns.

"Event of Default" means, with respect to this Indenture, any Event of Default as defined in **Section 901** hereof and, with respect to the Lease, any Event of Default as described in **Section 12.1** of the Lease.

"Fee Deed of Trust" means that certain [*Deed of Trust, Security Agreement and Fixture Filing*] executed by the Developer for the benefit of the Lender and recorded against the Project Site.

"Financing Document" means any loan agreement, credit agreement, mortgage, participation agreement, lease agreement, sublease, ground lease, hedging agreement or other document related to the Project and executed by or on behalf of a Financing Party, including, without limitation, any loan agreement, credit agreement, mortgage or other document executed in connection with the loans made to the Developer by the Lender.

"Financing Party" means any Person providing debt, lease or equity financing (including equity contributions or commitments) or hedging arrangements, or any renewal, extension or refinancing of any such financing or hedging arrangements, or any guarantee, insurance, letters of credit or credit support for or in connection with such financing or hedging arrangements, in connection with the development, construction, ownership, lease, operation or maintenance of the Project or interests or rights in the Lease, or any part thereof, including any trustee or agent acting on any such Person's behalf. The Lender is a Financing Party.

"Full Insurable Value" means the reasonable replacement cost of the Project less physical depreciation and exclusive of land, excavations, footings, foundation and parking lots as determined at the expense of the Developer from time to time.

"Government Securities" means (a) noncallable, nonredeemable direct obligations of the United States of America, (b) obligations the timely payment of the principal of and interest on which is fully and unconditionally guaranteed by the United States of America, and (c) securities or receipts evidencing ownership interests in obligations or specified portions (such as principal or interest) of obligations described in (a) or (b).

"Indenture" means this Trust Indenture, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of **Article XI**.

"Investment Securities" means any of the following securities:

(a) Government Securities;

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

(c) obligations of Fannie Mae, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, the Farmers Home Administration and the Federal Home Loan Mortgage Corporation;

(d) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a), (b) or (c) above and that have a market value at all times at least equal to the principal amount of such repurchase agreements and are held in a custodial or trust account;

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

(f) money market funds registered under the Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933, and which are rated in any of the three highest rating categories by a nationally recognized rating service; or

(g) any other investment approved in writing by the Authorized City Representative and the Owners of all of the Outstanding Bonds.

"Lease" means the Lease Agreement dated as of [*Date*], 2023 between the City, as lessor, and the Developer, as lessee, as from time to time amended and supplemented by Supplemental Leases in accordance with the provisions thereof and of **Article XII**.

"Lease Term" means the period from the effective date of the Lease until the expiration thereof pursuant to **Section 3.2** of the Lease.

"Leasehold Mortgage" means any leasehold mortgage, leasehold deed of trust, assignment of rents and leases or other agreement relating to the Project permitted pursuant to the provisions of **Section 10.4** of the Lease and subject to the express, prior written consent of the Lender.

"Lender" means the beneficiary of the Fee Deed of Trust, if any, and its successors or assigns.

"Net Proceeds" means, when used with respect to any insurance or condemnation award with respect to the Project, the gross proceeds from the insurance or condemnation award remaining after payment of all expenses (including attorneys' fees, the Trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds.

"Outstanding" means, when used with reference to Bonds, as of a particular date, all Bonds theretofore authenticated and delivered, except:

(a) Bonds previously canceled by the Trustee or delivered to the Trustee for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 1302**; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

"Owner" means the registered owner of any Bond as recorded on the bond registration records maintained by the Trustee, and for any actions requiring the consent of an Owner hereunder, the Lender.

"Paying Agent" means the Trustee and any other bank or trust company designated by this Indenture as paying agent for the Bonds at which the principal of or interest on the Bonds shall be payable.

"Payment Date" means the date on which the principal of or interest on any Bond, whether at the stated maturity thereof or the redemption date thereof, is payable, which shall be December 1 of each year that the Bonds are Outstanding.

"Permitted Encumbrances" means, as of any particular time, as the same may encumber the Project Site, (a) liens for ad valorem taxes and special assessments not then delinquent, (b) this Indenture, the Base Lease, the Lease and the Redevelopment Agreement, (c) utility, access and other easements and rights-of-way, mineral rights, restrictions, exceptions and encumbrances that will not materially interfere with or impair the operations being conducted on the Project Site or easements granted to the City, (d) such minor defects, irregularities, encumbrances, easements, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Project Site and as do not in the aggregate materially impair the property affected thereby for the purpose for which it was acquired or is held by the City, (e) liens, security interests or encumbrances granted pursuant to the Lease, any Leasehold Mortgage, the Fee Deed of Trust or any other Financing Document, and (f) such exceptions to title set forth in the [*ALTA Commitment for Title Insurance, Commitment No. _____, prepared by _____*].

"Person" means an individual, partnership, corporation, business trust, joint stock company, limited liability company, bank, insurance company, unincorporated association, joint venture or other entity of whatever nature.

"Plans and Specifications" means the plans and specifications prepared for and showing the Project, as amended by the Developer from time to time before the Completion Date, the same being on file at the principal office of the Developer, and which shall be available for reasonable inspection during normal business hours and upon not less than one Business Day's prior notice by the City, the Trustee and their duly appointed representatives.

"Project" means, collectively, the Project Site and the Project Improvements as they may at any time exist.

"Project Costs" means all costs of purchasing and constructing the Project, including the following:

(a) all costs and expenses necessary or incident to the acquisition, construction and improvement of the Project;

(b) fees and expenses of architects, appraisers, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary for the commencement of construction, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of professionals and consultants in relation to the purchase and construction of the Project or the issuance of the Bonds;

(c) all costs and expenses of every nature incurred in purchasing and constructing the Project Improvements and otherwise improving the Project Site, including the actual cost of labor and materials as payable to contractors, builders and materialmen in connection with the purchase and construction of the Project;

(d) interest accruing on the Bonds during the construction period of the Project;

(e) the cost of title insurance policies and the cost of any other insurance maintained during the period of construction of the Project in accordance with **Article VII** of the Lease;

(f) reasonable expenses of administration, supervision and inspection properly chargeable to the Project, legal fees and expenses, fees and expenses of accountants and other consultants, publication and printing expenses, and initial fees and expenses of the Trustee to the extent that said fees and expenses are necessary or incident to the issuance and sale of the Bonds or the purchase and construction of the Project;

(g) all other items of expense not elsewhere specified in this definition as may be necessary or incident to: (1) the authorization, issuance and sale of the Bonds, including costs of issuance of the Bonds; (2) the purchase and construction of the Project; and (3) the financing thereof; and

(h) reimbursement to the Developer or those acting for it for any of the above enumerated costs and expenses incurred and paid by them before or after the execution of the Lease.

"Project Fund" means the "City of Osage Beach, Missouri, Series 2023 Project Fund – Lakeport Village Project" created in **Section 501**.

"Project Improvements" means a family-friendly resort and entertainment district, and any other improvements located on the Project Site to the extent paid for in whole with Bond proceeds, and all additions, alterations, modifications and improvements thereto made pursuant to the Lease.

"Project Site" means all of the real estate described in **Exhibit A**.

"Purchaser" means the Person identified in the Bond Purchase Agreement as the purchaser of the Bonds.

"Redevelopment Agreement" means the [*Redevelopment Agreement*] dated as of _____, 2023 between the City and the Developer.

"State" means the State of Missouri.

"Supplemental Indenture" means any indenture supplemental or amendatory to this Indenture entered into by the City and the Trustee pursuant to **Article XI**.

"Supplemental Lease" means any supplement or amendment to the Lease entered into pursuant to **Article XII**.

"Trust Estate" means the Trust Estate described in the Granting Clauses of this Indenture.

"Trustee" means UMB Bank, N.A., a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, and its successor or successors and any other Person which at the time may be substituted in its place pursuant to and at the time serving as Trustee under this Indenture.

"Unassigned Rights" means the City's rights under the Lease to receive moneys for its own account and the City's rights to indemnification or to be protected from liabilities by insurance policies required by the Lease, as provided in the Lease.

Section 102. Rules of Interpretation.

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

(b) Unless the context otherwise indicates, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including governmental entities, as well as natural persons.

(c) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so

expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Indenture shall not be treated as a part of this Indenture or as affecting the true meaning of the provisions hereof.

(f) Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

(g) Whenever the City is required to "cooperate," "cooperate fully" or "act promptly" on a matter set forth in this Indenture, the City's cooperation shall be deemed to be reasonable cooperation and the City's promptness shall be deemed to be reasonable promptness; provided, however, the City shall not be required to incur any costs, expenses, obligations or liabilities in providing such reasonable cooperation and promptness.

Section 103. Incorporation.

(a) The Recitals hereof are all incorporated into this Indenture as if fully and completely set out in this Section.

(b) The Exhibits to this Indenture are hereby incorporated into and made a part of this Indenture.

ARTICLE II

THE BONDS

Section 201. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as the "City of Osage Beach, Missouri, Taxable Industrial Revenue Bonds (Lakeport Village Project), Series 2023." The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to $360,000,000.

Section 202. Nature of Obligation. The Bonds and the interest thereon shall be special obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease, and not from any other fund or source of the City. The Bonds are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners, as provided in this Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State or any other political subdivision thereof, and none of the City, the State or any other political subdivision thereof shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and are not payable in any manner by taxation.

Section 203. Denomination, Number and Dating of the Bonds.

(a) The Bonds shall be issuable in the form of one fully-registered Bond, in substantially the form set forth in **Exhibit B**, in the denomination of $0.01 or any multiple thereof.

(b) The Bonds shall be dated by the Trustee as of the date of initial delivery thereof as provided herein. If the Bonds are at any time thereafter transferred, any replacement Bonds shall be dated as of the date of authentication thereof.

Section 204. Method and Place of Payment of Bonds.

(a) The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for payment of public and private debts.

(b) Payment of the principal of the Bonds shall be made upon the presentation and surrender of such Bonds at the principal payment office of any Paying Agent named in the Bonds. The payment of principal of the Bonds shall be noted on the Bonds on **Schedule I** thereto and the registration books maintained by the Trustee pursuant to **Section 206**. Payment of the interest on the Bonds shall be made by the Trustee on each Payment Date to the Person appearing on the registration books of the Trustee hereinafter provided for as the Owner thereof on the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Payment Date by check or draft mailed to such Owner at such Owner's address as it appears on such registration books.

(c) The Bonds and the original **Schedule I** thereto shall be held by the Trustee in trust, unless otherwise directed in writing by the Owner. If the Bonds are held by the Trustee, the Trustee shall, on each Payment Date, send a revised copy of **Schedule I** via facsimile or other electronic means to the Owner, the Developer (if not the Owner) and the City. Absent manifest error, the amounts shown on **Schedule I** as noted by the Trustee shall be conclusive evidence of the principal amount paid on the Bonds.

(d) If there is one Owner of the Bonds, the Trustee is authorized to make the final or any interim payment of principal on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated in writing by such Owner and located in the United States. The Trustee is also authorized to make interest payments on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated by such Owner and located in the United States.

(e) If the Developer is the sole Owner of the Bonds, then the Developer, as lessee under the Lease, may set-off its obligation to the City to pay Basic Rent under the Lease against the City's obligation to the Developer, as Owner of the Bonds, to pay the principal of and interest on the Bonds under this Indenture. The Trustee may conclusively rely on the absence of any notice from the Developer to the contrary as evidence that such set-off has occurred and that pursuant to the set-off, the Developer, as lessee under the Lease, is deemed to have paid to the City the Basic Rent due under the Lease and the City is deemed to have paid to the Developer, as Owner of the Bonds, the principal of and interest on the Bonds due under this Indenture. On the final Payment Date, the Developer may deliver to the Trustee for cancellation the Bonds and the Developer shall receive a credit against the Basic Rent payable by the

Developer under **Section 5.1** of the Lease in an amount equal to the remaining principal of the Bonds so tendered for cancellation plus accrued interest thereon.

Section 205. Execution and Authentication of Bonds.

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

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit B**, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purposes until such Certificate of Authentication has been duly executed by the Trustee. The executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee.

Section 206. Registration, Transfer and Exchange of Bonds.

(a) The Trustee shall keep books for the registration and transfer of Bonds as provided in this Indenture.

(b) The Bonds may be transferred to an Approved Investor only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or such Owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. In connection with any such transfer of the Bonds, the City and the Trustee shall receive an executed representation letter signed by the proposed assignee in substantially the form of **Exhibit C**. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bonds a new fully-registered Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture, in an aggregate principal amount equal to the Outstanding principal amount of such Bonds, of the same maturity and bearing interest at the same rate.

(c) In all cases in which Bonds are exchanged or transferred hereunder the provisions of any legend restrictions on the Bonds shall be complied with and the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be canceled by the Trustee. The City or the Trustee may make a reasonable charge for every such exchange or transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid before any new Bonds shall be delivered. Neither the City nor the Trustee shall be required to make any such exchange or transfer of Bonds during the 15 days immediately preceding a Payment Date on the Bonds or, in the case of any proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion thereof has been selected for redemption.

(d) If any Owner fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure, which amount may be deducted by the Trustee from amounts otherwise payable to such Owner under such Owner's Bond.

Section 207. Persons Deemed Owners of Bonds. As to any Bond, the Person in whose name the same is registered as shown on the bond registration books required by **Section 206** shall be deemed and regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the Owner thereof or a legal representative thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 208. Authorization of the Bonds.

(a) The Bonds are authorized in the aggregate maximum principal amount of $360,000,000 for the purpose of providing funds to pay Project Costs, which Bonds shall be designated the "City of Osage Beach, Missouri, Taxable Industrial Revenue Bonds (Lakeport Village Project), Series 2023." The Bonds shall be dated as provided in **Section 203(b)**, shall become due on the Completion Date (subject to prior redemption as provided in **Article III**) and shall bear interest as specified in **Section 208(f)**, payable on the dates specified in **Section 208(f)**.

(b) The Trustee is hereby designated as the Paying Agent. The Owners of a majority of Bonds then-Outstanding may designate a different Paying Agent upon written notice to the City and the Trustee.

(c) The Bonds shall be executed without material variance from the form and in the manner set forth in **Exhibit B** and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee the following:

(1) An original or certified copy of the ordinance passed by the Board of Aldermen authorizing the issuance of the Bonds and the execution of this Indenture, the Redevelopment Agreement, the Bond Purchase Agreement, the Base Lease and the Lease;

(2) Executed counterparts or copies of this Indenture, the Redevelopment Agreement, the Bond Purchase Agreement, the Base Lease and the Lease;

(3) A representation letter from the Purchaser in substantially the form attached as **Exhibit C**;

(4) A request and authorization to the Trustee on behalf of the City, executed by the Authorized City Representative, to authenticate the Bonds and deliver the same to or at the written direction of the Purchaser upon payment to the Trustee, for the account of the City, of the purchase price thereof specified in the Bond Purchase Agreement. The Trustee shall be entitled to conclusively rely upon such request and authorization as to the name of the Purchaser and the amount of such purchase price; and

(5) Such other certificates, statements, receipts and documents as the Trustee shall reasonably require for the delivery of the Bonds.

(d) When the documents specified in subsection (c) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, either:

(1) The Purchaser shall pay the Closing Price to the Trustee, and the Trustee shall endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to or upon the order of the Purchaser; or

(2) The Developer shall submit a requisition certificate in accordance with **Section 4.4** of the Lease, in an amount equal to the Closing Price, and the Trustee shall endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to the Developer (or another purchaser designated by the Developer).

In either case, the Purchaser shall be deemed to have paid over to the Trustee, and the Trustee shall be deemed to have deposited into the Project Fund, an amount equal to the Closing Price. In authenticating Bonds, the Trustee makes no certification or representation that the Bonds have been validly issued or constitute legally binding obligations of the City.

(e) Following the initial issuance and delivery of the Bonds, the Developer may submit additional requisition certificates in accordance with **Section 4.4** of the Lease. If the Purchaser does not pay to the Trustee the amount set forth in the requisition certificates, the Purchaser will be deemed to have advanced an amount equal to the amount set forth in the requisition certificates, and if the Trustee is holding the Bonds, the Trustee shall endorse the Bonds in an amount equal to the amount set forth in the requisition certificates. The date of endorsement of each Principal Amount Advanced as set forth on **Schedule I** to the Bonds shall be the date of the City's approval of each requisition certificate. The Trustee shall keep a record of the total requisitions submitted to the Trustee for the Project and shall notify the City if the requisitions submitted exceed the maximum principal amount of the Bonds.

(f) The Bonds shall bear interest at the rate of 5.0% per annum on the Cumulative Outstanding Principal Amount of the Bonds. Such interest shall be payable in arrears on each December 1, commencing on December 1, 2023, and continuing thereafter until the Cumulative Outstanding Principal Amount is paid in full, but not later than the Completion Date. Interest shall be calculated on the basis of a year of 360 days consisting of 12 months of 30 days each.

(g) The Trustee shall keep and maintain a record of the amount deposited or deemed to be deposited into the Project Fund pursuant to the terms of this Indenture as "Principal Amount Advanced" and shall enter the aggregate principal amount of the Bonds then-Outstanding on its records as the "Cumulative Outstanding Principal Amount." If the Trustee is holding the Bonds, such advanced amounts shall be reflected on **Schedule I** to the Bonds. To the extent that advances are deemed to have been made pursuant to requisitions, the Trustee's records of such advances shall be based solely on the requisitions provided to it. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Owners, pursuant to the redemption provisions of this Indenture, the Trustee shall enter on its records and **Schedule I** to the Bonds (if the Trustee is holding the Bonds) the principal amount paid on the Bonds as "Principal Amount Redeemed" and shall enter the then-Outstanding principal amount of the Bonds as "Cumulative Outstanding Principal Amount." The records maintained by the Trustee as to amounts deposited into the Project Fund or principal amounts paid on the Bonds shall be the official records of the Cumulative Outstanding Principal Amount for all purposes, absent manifest error, and shall be in substantially the form of the Table of Cumulative Outstanding Principal Amount as set out in the Form of Bonds in **Exhibit B**. If any moneys are deposited by the Trustee into the Project

Fund, then the Trustee shall provide a statement of receipts and disbursements with respect thereto to the City and the Developer on a monthly basis. After the Project has been completed and the certificate of payment of all costs is filed as provided in **Section 504**, the Trustee, to the extent it has not already done so pursuant to this Section or **Section 1012**, shall file a final statement of receipts and disbursements with respect thereto with the City and the Developer.

Section 209. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated, or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond of like series, date and tenor as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee to save, defend and hold each of the City and the Trustee harmless. If any such Bond has matured, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 210. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds that have been paid or redeemed or that have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity, shall be canceled by the Trustee immediately upon the payment or redemption of such Bonds and the surrender thereof to the Trustee.

(b) All Bonds canceled under any of the provisions of this Indenture shall be destroyed by the Trustee in accordance with applicable laws and regulations and the Trustee's policies and practices. The Trustee shall execute a certificate describing the Bonds so destroyed and shall file executed counterparts of such certificate with the City and the Developer.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) The Bonds are subject to redemption and payment at any time before the stated maturity thereof, at the option of the City, upon written instructions from the Developer, (1) in whole, if the Developer exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Developer prepays additional Basic Rent pursuant to the Lease. If only a portion of the Bonds are to be redeemed, (A) Bonds aggregating at least 10% of the maximum aggregate principal amount of Bonds authorized hereunder shall not be subject to redemption and payment before the stated maturity thereof, and (B) the Trustee shall keep a record of the amount of Bonds to remain Outstanding following such redemption. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

(b) The Bonds are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Section 9.1(f)** or **9.2(c)** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided hereunder. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption to the Owners pursuant to this paragraph (b), money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

(c) At its option, the Developer may deliver to the Trustee for cancellation any Bonds owned by the Developer and not previously paid, and the Developer shall receive a credit against the amounts payable by the Developer for the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest.

Section 302. Effect of Call for Redemption. Before or on the date fixed for redemption, funds, Government Securities, or a combination thereof, shall be placed with the Trustee which are sufficient to pay the Bonds called for redemption and accrued interest thereon, if any, to the redemption date. Upon the happening of the above conditions and appropriate written notice having been given, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture. If the Bonds are fully redeemed before maturity and an amount of money equal to the Trustee's and the Paying Agent's agreed to fees and expenses hereunder accrued and to accrue in connection with such redemption is paid or provided for, the City shall, at the Developer's direction, deliver to the Developer the items described in **Section 11.2** of the Lease.

Section 303. Notice of Redemption. If the Bonds are to be called for redemption as provided in **Section 301(a)**, the Developer shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds at least 40 days (10 days if there is one Owner) before the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if there is one Owner) before the scheduled redemption date by first-class mail (or facsimile or other electronic communication if there is one Owner) stating the date upon which the Bonds will be redeemed and paid, unless such notice period is waived by the Owners in writing.

ARTICLE IV

FORM OF BONDS

Section 401. Form Generally. The Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in **Exhibit B**. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirements of law with respect thereto.

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds. There are hereby created and ordered to be established in the custody of the Trustee the following special trust funds in the name of the City:

(a) "City of Osage Beach, Missouri, Series 2023 Project Fund – Lakeport Village Project" (herein called the "Project Fund").

(b) "City of Osage Beach, Missouri, Series 2023 Bond Fund – Lakeport Village Project" (herein called the "Bond Fund").

Section 502. Deposits into the Project Fund. The proceeds of the sale of the Bonds (whether actually paid or deemed paid under **Section 208(d)**), including Additional Payments (as defined and provided for in the Bond Purchase Agreement), when received, excluding such amounts required to be paid into the Bond Fund pursuant to **Section 601**, shall be deposited by the Trustee into the Project Fund. Any money received by the Trustee from any other source for the purpose of purchasing, constructing and installing the Project shall pursuant to any written directions from the Person depositing such moneys also be deposited into the Project Fund.

Section 503. Disbursements from the Project Fund.

(a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of, or reimbursement to the Developer (or any other party that has made payment on behalf of the Developer) for payment of, Project Costs upon receipt of requisition certificates signed by the Developer in accordance with the provisions of **Article IV** of the Lease. The Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions.

(b) If, pursuant to **Section 208(d)**, the Trustee is deemed to have deposited into the Project Fund the amount specified in the requisition certificates submitted by the Developer in accordance with the provisions of **Article IV** of the Lease, the Trustee shall upon endorsement of the Bonds in an equal amount be deemed to have disbursed such funds from the Project Fund to the Developer (or such other purchaser designated by the Developer) in satisfaction of the requisition certificates. If the Trustee is holding the Bonds, such deemed disbursement will be deemed to have been made on each date the Trustee endorses the Bonds with respect to such additional amounts.

(c) In paying any requisition certificate under this Section, the Trustee may rely as to the completeness and accuracy of all statements in such requisition certificate if such requisition certificate is signed by the Authorized Developer Representative without inquiry or investigation. It is understood that the Trustee shall not be required to make any inspections of the Project, nor any improvements with respect thereto, make any provision to obtain completion bonds, mechanic's or materialman's lien releases or otherwise supervise the Project. The approval of each requisition certificate by the Authorized Developer Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payment of the specified amounts from the Project Fund have been completed. If the City so requests in writing, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the City. The City hereby authorizes and directs the Trustee to make disbursements in the manner and as provided for by the aforesaid provisions of the Lease.

Section 504. Completion of the Project. The completion of the purchase, construction and installation of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the certificate required by the provisions of **Section 4.5** of the Lease. As soon as practicable after the Completion Date any balance remaining in the Project Fund shall without further authorization be transferred by the Trustee to the Bond Fund and applied as provided in **Section 4.6** of the Lease.

Section 505. Disposition Upon Acceleration. If the principal of the Bonds has become due and payable pursuant to **Section 902**, upon the date of payment by the Trustee of any moneys due as hereinafter provided in **Article IX**, any balance remaining in the Project Fund shall without further authorization be deposited in the Bond Fund by the Trustee, with advice to the City and to the Developer of such action.

ARTICLE VI

REVENUES AND FUNDS

Section 601. Deposits into the Bond Fund.

(a) The Trustee shall deposit into the Bond Fund, as and when received, (1) all accrued interest on the Bonds, if any, paid by the Purchaser; (2) all Basic Rent payable by the Developer to the City specified in **Section 5.1** of the Lease; (3) any Additional Rent payable by the Developer specified in **Section 5.2** of the Lease; (4) any amount in the Project Fund to be transferred to the Bond Fund pursuant to **Section 504** or **Section 505**; (5) subject to the terms and conditions of the Fee Deed of Trust and the other Financing Documents executed in favor of the Lender, the balance of any Net Proceeds of condemnation awards or insurance received by the Trustee pursuant to **Article IX** of the Lease; (6) the amounts to be deposited in the Bond Fund pursuant to **Sections 9.1(f)** and **9.2(c)** of the Lease; (7) all interest and other income derived from the investment of Bond Fund moneys as provided in **Section 702**; and (8) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease when accompanied by directions from the Person depositing such moneys that such moneys are to be paid into the Bond Fund.

(b) The Trustee shall notify the Developer in writing, at least 15 days before each date on which a payment is due under **Section 5.1** of the Lease, of the amount that is payable by the Developer pursuant to such Section.

Section 602. Application of Moneys in the Bond Fund.

(a) Except as provided in **Section 604** and **Section 908** hereof or in **Section 4.6** of the Lease, moneys in the Bond Fund shall be expended solely for the payment of the principal of and interest on the Bonds as the same matures and becomes due or upon the redemption thereof before maturity; provided, however, that any amounts received by the Trustee as Additional Rent under **Section 5.2** of the Lease and deposited to the Bond Fund as provided in **Section 601** above, shall be expended by the Trustee for such items of Additional Rent as they are received or due without further authorization from the City.

(b) The City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and interest on the Bonds as the same becomes due and payable and to

make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal and interest.

(c) Whenever the amount in the Bond Fund from any source whatsoever is sufficient to redeem all of the Bonds Outstanding and to pay interest to accrue thereon before and until such redemption, the City covenants and agrees, upon request of the Developer, to take and cause to be taken the necessary steps to redeem all such Bonds on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Developer. The Trustee may use any moneys in the Bond Fund to redeem a part of the Bonds Outstanding in accordance with and to the extent permitted by **Article III** so long as the Developer is not in default with respect to any payments under the Lease and to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption and past due interest, if any, in all cases when such Bonds have not been presented for payment.

(d) After payment in full of the principal of and interest, if any, on the Bonds (or provision has been made for the payment thereof as provided in this Indenture), and the fees, charges and expenses of the Trustee, the City and any Paying Agent and any other amounts required to be paid under this Indenture, the Lease and the Redevelopment Agreement, all amounts remaining in the Bond Fund shall be paid to the Developer upon the expiration or sooner termination of the Lease.

Section 603. Payments Due on Days Other than Business Days. In any case where the date of maturity of principal of or interest, if any, on the Bonds or the date fixed for redemption of any Bonds is not a Business Day, then payment of principal or interest, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest, if any, shall continue to accrue for the period after such date.

Section 604. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due, whether at maturity or otherwise, the Trustee shall without liability for interest thereon repay to the Developer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Developer, and the Owner thereof may look only to the Developer for payment, and then only to the extent of the amount so repaid, and the Developer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for account of the Bond Fund or the Project Fund under any provision of this Indenture, and all moneys

deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Lease, and, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing.

Section 702. Investment of Moneys in Project Fund and Bond Fund. Moneys held in the Project Fund and the Bond Fund shall, pursuant to written direction of the Developer, signed by the Authorized Developer Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption by the Owner before the date such funds will be needed. If the Developer fails to provide written directions concerning the investment of moneys held in the Project Fund and the Bond Fund, the Trustee is authorized to invest in the Investment Securities specified in paragraph (e) of the definition of Investment Securities, provided they mature or are subject to redemption before the date such funds will be needed. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees and cash sweep account fees, which may be deducted from income earned on investments; provided that any such fees shall not exceed the interest income on the investment. The Trustee shall be provided ample time to clear any such fees that exceed interest income on the investment. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities shall be credited to such fund, and any loss resulting from such Investment Securities shall be charged to such fund. After the Trustee has notice pursuant to **Section 1001(h)** of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Bond Fund and the Project Fund. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any fund is insufficient for the purposes of such fund. In determining the balance in any fund, investments in such fund shall be valued at the lower of their original cost or their fair market value as of the most recent Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department.

Section 703. Record Keeping. The Trustee shall maintain records designed to show compliance with the provisions of this Article and with the provisions of **Article VI** while any of the Bonds are Outstanding.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal and Interest. The City covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project and the Lease as described herein, deposit or cause to be deposited in the Bond Fund sufficient sums payable under the Lease promptly to meet and pay the principal of and interest on the Bonds as they become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. Nothing herein shall be construed as requiring the City to operate the Project as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

Section 802. Authority to Execute Indenture and Issue Bonds. The City covenants that it is duly authorized under the Constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; and that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City according to the import thereof.

Section 803. Performance of Covenants. The City covenants that it will faithfully perform or cause to be performed at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its Board of Aldermen pertaining thereto. The Trustee may take such action as it deems appropriate to enforce all such covenants, undertakings, stipulations and provisions of the City hereunder.

Section 804. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues herein described to the payment of the principal of and interest, if any, on the Bonds, upon being first indemnified by the Developer for the cost thereof. The City covenants and agrees that, except as herein and in the Lease provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Lease, or of its rights under the Lease.

Section 805. Recordings and Filings. The City shall file or cause to be kept and filed all financing statements and hereby authorizes and directs the Trustee to file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture and all supplements hereto and such other documents as may be required under the Uniform Commercial Code in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder. The City will cooperate in causing this Indenture and all Supplemental Indentures, the Lease and all Supplemental Leases and all other security instruments to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder. The Trustee shall file continuation statements with respect to each Uniform Commercial Code financing statement relating to the Trust Estate filed by the City at the time of the issuance of the Bonds; provided that a copy of the filed initial financing statement is timely delivered to the Trustee. In addition, unless the Trustee has been notified in writing by the City that any such initial filing or description of collateral was or has become defective, the Trustee shall be fully protected in (a) relying on such initial filing and description of collateral in filing any financing or continuation statements or modifications thereto pursuant to this Section, and (b) filing any continuation statements in the same filing office as the initial filing was made. The Developer shall be responsible for the customary fees charged by the Trustee for the preparation and filing of continuation statements and for the reasonable costs incurred by the Trustee in the preparation and filing of all continuation statements hereunder, including attorneys' fees and expenses. These fees shall be considered "extraordinary services" fees.

Section 806. Inspection of Project Books. The City covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the Project shall at all times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

Section 807. Enforcement of Rights Under the Lease. The Trustee, as assignee, transferee, pledgee and owner of a security interest under this Indenture, in its name or in the name of the City, may enforce all assigned rights of the City and the Trustee and all obligations of the Developer under and pursuant to the Lease for and on behalf of the Owners, whether or not the City is in default hereunder.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default; Notice; Opportunity to Cure. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Default in the due and punctual payment of the principal of any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for redemption thereof;

(b) Default in the due and punctual payment of the interest on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for redemption thereof;

(c) Default as specified in **Section 12.1** of the Lease has occurred; or

(d) Default in the performance, or breach, of any other covenant or agreement under this Indenture.

No default specified above shall constitute an Event of Default until (1) the City, the Trustee or the Owners of 25% in aggregate principal amount of all Bonds Outstanding has given actual notice of such default by registered or certified mail or recognized overnight delivery service to the Developer and the Lender and (2) the Developer and the Lender have had 30 days after receipt of such notice to correct said default or cause said default to be corrected and have not corrected said default or caused said default to be corrected within such period; provided, however, if any such default (other than a default in the payment of any money) is such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Developer, the Lender or the City, as the case may be, within such period and diligently pursued until the default is corrected. Nothing herein shall constitute an obligation of the Lender to cure any defaults hereunder.

Section 902. Acceleration of Maturity in Event of Default.

(a) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, the Trustee may, and upon the written request of the City or the Owners of not less than 25% in aggregate principal amount of Bonds then-Outstanding, shall, by notice in writing delivered to the City, the Lender and the Developer, declare the principal of all Bonds then-Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest and all other amounts due hereunder shall thereupon become and be immediately due and payable.

(b) If, at any time after such declaration, but before the Bonds have matured by their terms, all overdue installments of principal and interest upon the Bonds, together with the reasonable and proper expenses of the Trustee, and all other sums then payable by the City under this Indenture are either paid or provisions satisfactory to the Trustee are made for such payment, then and in every such case the Trustee shall, but only with the approval of a majority of the Owners of the Bonds then-Outstanding, rescind such declaration and annul such default in its entirety. In such event, the Trustee shall rescind any

declaration of acceleration of installments of rent payments on the Bonds as provided in **Section 11.1** of the Lease.

(c) In case of any rescission, then and in every such case the City, the Trustee, the Developer and the Owners shall be restored to their former positions and rights hereunder respectively, but no such rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and including the rights and the position of the City under the Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements. The Trustee may lease the Project or any part thereof, in the name and for the account of the City, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof, pay and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including without limitation (a) reasonable compensation to the Trustee, its agents and counsel, (b) any reasonable charges of the Trustee hereunder, (c) any taxes and assessments and other charges before the lien of this Indenture, (d) all expenses of such repairs and improvements and (e) any amounts payable under the Redevelopment Agreement. The Trustee shall apply the remainder of the moneys so received in accordance with the provisions of **Section 908**. Whenever all that is due upon the Bonds has been paid and all defaults cured, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default. While in possession of such property, the Trustee shall render annually to the City and the Developer a summarized statement of receipts and expenditures in connection therewith.

Section 904. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate or any part thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 905. Exercise of Remedies by the Trustee.

(a) Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then-Outstanding and all other amounts due hereunder, and to enforce and compel the performance of the duties and obligations of the City or the Developer as herein set forth or as set forth in the Lease, respectively.

(b) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and if requested in writing to do so by (1) the City (in the case of an Event of Default pursuant to **Section 12.1(a)** (but only as it relates to Additional Rent), **(b)** (but only as it relates to Unassigned Rights), **(c)** or **(d)** of the Lease), or (2) the Owners of 25% in aggregate principal amount of Bonds then-Outstanding and indemnified as provided in **Section 1001(l)**, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee,

being advised by counsel, shall deem most expedient and in the interests of the City or the Owners, as the case may be.

(c) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without necessity of joining as plaintiffs or defendants any Owners, and any recovery of judgment shall, subject to the provisions of **Section 908**, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 906. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in **Section 1001(h)** or of which by said subsection the Trustee is deemed to have notice, (b) such default has become an Event of Default, (c) the Owners of 25% in aggregate principal amount of Bonds then-Outstanding have made written request to the Trustee, have offered it reasonable opportunity either to proceed for such reasonable period not to exceed 60 days following such notice and to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and have offered to the Trustee indemnity as provided in **Section 1001(l)**, and (d) the Trustee thereafter fails or refuses to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then-Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the City to pay the principal of and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Bonds expressed.

Section 907. Right of Owners to Direct Proceedings.

(a) The Owners of a majority in aggregate principal amount of Bonds then-Outstanding may, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, including **Section 1001(l)**.

(b) Notwithstanding any provision in this Indenture to the contrary, including paragraph (a) of this Section, the Owners shall not have the right to control or direct any remedies hereunder upon an Event of Default under **Section 12.1(a)** (but only as it relates to Additional Rent), **(b)** (but only as it relates to Unassigned Rights), **(c)** or **(d)** of the Lease.

Section 908. Application of Moneys in Event of Default.

(a) All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall be applied first to the costs and expenses of the proceedings resulting in the collection of such moneys and to the fees, expenses, liabilities and advances incurred or made by the Trustee (including any attorneys' fees and expenses) or amounts to be paid pursuant to **Section 903** and second to any obligations outstanding under the Lease and the Redevelopment Agreement. Any remaining moneys shall be deposited in the Bond Fund, and all moneys in the Bond Fund shall be applied as follows:

(1) Unless the principal of all the Bonds has become or has been declared due and payable, all such moneys shall be applied:

FIRST -- To the payment to the Persons entitled thereto of all installments of interest, if any, then due and payable on the Bonds, in the order in which such installments of interest became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment, ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege;

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

(2) If the principal of all the Bonds has become due or has been declared due and payable, all such moneys shall be applied to the payment of the principal and interest, if any, then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto, without any discrimination or privilege.

(3) If the principal of all the Bonds has been declared due and payable, and if such declaration thereafter has been rescinded and annulled under the provisions of **Section 910**, then, subject to the provisions of subsection (2) of this Section, if the principal of all the Bonds later becomes due or is declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (1) of this Section.

(b) Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be a Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue.

(c) Whenever all of the Bonds and interest thereon, if any, have been paid under the provisions of this Section, and all fees, expenses and charges of the City and the Trustee and any other amounts required to be paid under this Indenture and the Lease have been paid (including any amounts payable under the Redevelopment Agreement), any balance remaining in the Bond Fund shall be paid to the Developer as provided in **Section 602**.

Section 909. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then and in every such case the City, the Developer, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 910. Waivers of Events of Default. The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on the Bonds, but only upon the written request of the Owners of at least 50% in aggregate principal amount of all the Bonds then-Outstanding, provided, however, that (a) there shall not be waived without the consent of the City an Event of Default hereunder arising from an Event of Default under **Section 12.1(a)** (but only as it relates to Additional Rent), **(b)** (but only as it relates to Unassigned Rights), **(c)** or **(d)** of the Lease, and (b) there shall not be waived without the consent of the Owners of all the Bonds Outstanding (1) any Event of Default in the payment of the principal of any Outstanding Bonds when due (whether at the date of maturity or redemption specified therein), or (2) any Event of Default in the payment when due of the interest on any such Bonds, unless before such waiver or rescission, all arrears of interest, or all arrears of payments of principal when due, as the case may be, and all reasonable expenses of the Trustee and the City (including reasonable attorneys' fees and expenses), in connection with such default, have been paid or provided for. In case of any such waiver or rescission, or in case any proceedings taken by the Trustee on account of any such default have been discontinued or abandoned or determined adversely, then and in every such case the City, the Developer, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, before the occurrence of an Event of Default and after the curing or waiver of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, subject to **Section 1001(l)** below, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent Person would exercise or use under the circumstances in the conduct of its own affairs.

(b) The Trustee undertakes to perform such duties as are specifically set forth in this Indenture, and in the absence of bad faith, negligence or willful misconduct on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act or its own willful misconduct. The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, affiliates, attorneys or receivers and shall not be responsible for any misconduct or negligence on the part of any agent, attorney or receiver appointed or chosen by it with due care. The Trustee may conclusively rely upon and act or refrain from acting upon any opinion or advice of counsel, who may be counsel to the City or to the Developer, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel addressed to the City and the Trustee.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or except as provided in the Lease and particularly **Section 10.8** thereof, for the recording or rerecording, filing or refiling of this Indenture or any security agreement in connection therewith (excluding the continuation of Uniform Commercial Code financing statements), or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security for the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article VII**.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the Owner or pledgee of Bonds with the same rights that it would have if it were not the Trustee. The Trustee shall not be accountable for the use or application by the City or the Developer of the proceeds of any of the Bonds or of any money paid to or upon the order of the City or the Developer under any provision of this Indenture.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving

such authority or consent is an Owner, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established before taking, suffering or omitting any action hereunder, the Trustee may rely upon a certificate signed by the Authorized City Representative or the Authorized Developer Representative as sufficient evidence of the facts therein contained, and before the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to be made in **Article VI**, unless the Trustee is specifically notified in writing of such default by the City or by the Owners of at least 25% in aggregate principal amount of all Bonds then-Outstanding.

(i) At any and all reasonable times and subject to the Developer's reasonable and standard security procedures, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives may, but shall not be required to, inspect any and all of the Project, and all books, papers and records of the City pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired. The Trustee shall treat all proprietary information of the Developer as confidential.

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

(k) The Trustee may, but shall not be required to, demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property or the taking of any other action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any cash, the release of any property or the taking of any other action by the Trustee.

(l) Notwithstanding anything in this Indenture or the Lease to the contrary, before taking any action under this Indenture other than the payments from moneys on deposit in the Project Fund or the Bond Fund, as provided herein, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all costs and expenses (including, without limitation, attorneys' fees and expenses) to which it may be put and to protect it against all

liability which it may incur in or by reason of such action, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) Notwithstanding any other provision of this Indenture to the contrary, any provision relating to the conduct of, or intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to, the Trustee, shall be interpreted to include any action of the Trustee, whether it is deemed to be in its capacity as Trustee, bond registrar or Paying Agent.

(n) The Trustee agrees to accept and act on instructions or directions pursuant to this Indenture sent by the City or the Developer, as the case may be, by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the City or the Developer, respectively, shall provide to the Trustee an incumbency certificate listing designated Persons with the authority to provide such instructions, which incumbency certificate shall be amended whenever a Person is to be added or deleted from the listing. If the City or the Developer, as applicable, elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee acts upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City or the Developer, as applicable, agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(o) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(p) None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

Section 1002. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary expenses reasonably made or incurred by the Trustee in connection with such ordinary services. If it becomes necessary for the Trustee to perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are caused by the negligence or willful misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent for the Bonds. Pursuant to the provisions of **Section 5.2** of the Lease, the Developer has agreed to pay to the Trustee all reasonable fees, charges and expenses of the Trustee under this Indenture. The Trustee agrees that the City shall have no liability for any reasonable fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Developer for the payment of all reasonable fees, charges and expenses of the Trustee and any Paying Agent as provided in the Lease. Upon the occurrence of an Event of Default and

during its continuance, the Trustee shall have a lien with right of payment before payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing reasonable advances, fees, costs and expenses incurred. The Trustee's rights to compensation and indemnification shall survive its resignation or removal hereunder or the satisfaction and discharge of this Indenture and payment in full of the Bonds.

Section 1003. Notice to Owners if Default Occurs. If a default occurs of which the Trustee is by **Section 1001(h)** required to take notice or if notice of default is given as in said subsection (h) provided, then the Trustee shall give written notice thereof to the last known Owners of all Bonds then-Outstanding as shown by the bond registration books required by **Section 206** to be kept at the corporate trust office of the Trustee.

Section 1004. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners, the Trustee may intervene on behalf of Owners and, subject to the provisions of **Section 1001(l)**, shall do so if requested in writing by the Owners of at least 25% of the aggregate principal amount of Bonds then-Outstanding.

Section 1005. Successor Trustee Upon Merger, Consolidation or Sale. With the prior written consent of the Developer, any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 1006. Resignation of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City, the Developer and the Owners, and such resignation shall take effect at the end of such 30 days, or upon the earlier appointment of a successor Trustee by the Owners or by the City; provided, however, that in no event shall the resignation of the Trustee or any successor Trustee become effective until such time as a successor Trustee has been appointed and has accepted the appointment. If no successor has been appointed and accepted the appointment within 30 days after the giving of such notice of resignation, the Trustee, at the Developer's expense, may petition any court of competent jurisdiction for the appointment of a successor Trustee.

Section 1007. Removal of Trustee. The Trustee may be removed at any time, with or without cause, by an instrument or concurrent instruments in writing (a) delivered to the Trustee, the City and the Developer and signed by the Owners of a majority in aggregate principal amount of Bonds then-Outstanding, or (b) so long as no Event of Default under this Indenture or the Lease has occurred and is continuing, delivered to the Trustee, the City and the Owners and signed by the Developer.

Section 1008. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee (a) reasonably acceptable to the City may be appointed by the Developer (so long as no Event of Default has occurred and is continuing), or (b) reasonably acceptable to the City and the Developer may be appointed by the Owners of a majority in aggregate principal amount of Bonds then-Outstanding, by an instrument or

concurrent instruments in writing; provided, nevertheless, that in case of any vacancy, the City, by an instrument executed and signed by its Mayor or City Administrator and attested by its City Clerk under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed in the manner above provided. Any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed as provided above. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing and qualified to accept such trusts with a corporate trust office in the State, and having, or whose obligations are guaranteed by a financial institution having, a reported capital, surplus and undivided profits of not less than $50,000,000. If no successor Trustee has been so appointed and accepted appointment in the manner herein provided, the Trustee, at the Developer's expense, or any Owner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor has been appointed as above provided.

Section 1009. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City and the Developer an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the duties and obligations of such predecessor hereunder shall thereafter cease and terminate; but such predecessor shall, nevertheless, on the written request of the City and upon payment of its outstanding fees and expenses, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any predecessor or successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Section 1010. Right of Trustee to Pay Taxes and Other Charges. If any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Lease, the Trustee may pay such tax, assessment, governmental or other charge or insurance premium, without prejudice, however, to any rights of the Trustee or the Owners hereunder arising in consequence of such failure; any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of 10% per annum, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it has been requested to do so by the Owners of at least 25% of the aggregate principal amount of Bonds then-Outstanding and has been provided adequate funds for the purpose of such payment.

Section 1011. Trust Estate May be Vested in Co-Trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Lease, and in particular in case of the enforcement of either this Indenture or the Lease upon the occurrence of an Event of Default or if the Trustee deems that by reason of any present or future law of any jurisdiction it cannot exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) If the Trustee appoints an additional individual or institution as a co-trustee or separate trustee (which appointment shall be subject to the approval of the Developer), each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the City be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to such co-trustee or separate trustee such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

(d) If any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 1012. Accounting. The Trustee shall render an annual accounting for the period ending December 31 of each year to the City, the Developer and to any Owner requesting the same and, upon the request of the City, the Developer or any Owner (at such Owner's expense), a monthly accounting to such party, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 1013. Performance of Duties Under the Lease. The Trustee hereby accepts and agrees to perform all duties and obligations specifically assigned to it under the Lease.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Not Requiring Consent of Owners. The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture, or to make any other change which, in the judgment of the Trustee, is not to the material prejudice of the Trustee or the Owners (provided the Trustee is entitled to receive and may conclusively rely upon an opinion of counsel in exercising such judgment);

(b) To grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or both of them;

(c) To more precisely identify any portion of the Project or to add additional property thereto;

(d) To conform the Indenture to amendments to the Lease made by the City and the Developer; or

(e) To subject to this Indenture additional revenues, properties or collateral.

Section 1102. Supplemental Indentures Requiring Consent of Owners.

(a) Exclusive of Supplemental Indentures covered by **Section 1101** and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Bonds then-Outstanding may, from time to time, anything contained in this Indenture to the contrary notwithstanding, consent to and approve the execution by the City and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that without the consent of the Owners of 100% of the principal amount of the Bonds then-Outstanding, nothing in this Section contained shall permit or be construed as permitting (1) an extension of the maturity or a shortening of the redemption date of the principal of or the interest, if any, on any Bond issued hereunder, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, if any, or (3) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (4) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture.

(b) If at the time the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed to each Owner as shown on the bond registration books required by **Section 206**. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing

of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1103. Developer's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article shall not become effective unless and until the Developer has consented in writing to the execution and delivery of such Supplemental Indenture. The Trustee shall cause notice of the proposed execution and delivery of any Supplemental Indenture (regardless of whether it affects the Developer's rights) together with a copy of the proposed Supplemental Indenture to be mailed to the Developer and each Financing Party of which the Trustee has received written notice at least 15 days before the proposed date of execution and delivery of the Supplemental Indenture. The Trustee acknowledges that it has been provided with the name and address of the Lender as more fully set forth in **Section 1404**.

Section 1104. Opinion of Counsel. In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee and the City shall receive, and, shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture and will, upon the execution and delivery thereof, be a valid and binding obligation of the City. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's rights, duties or immunities under this Indenture or otherwise.

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201. Supplemental Leases Not Requiring Consent of Owners. The City and the Trustee shall, without the consent of or notice to the Owners, consent to the execution of any Supplemental Lease or Supplemental Leases by the City and the Developer as may be required (a) by the provisions of the Lease and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease, (c) so as to more precisely identify the Project or add additional property thereto or (d) in connection with any other change therein which, in the judgment of the Trustee, does not materially and adversely affect the Trustee or security for the Owners (provided the Trustee is entitled to receive and may conclusively rely upon an opinion of counsel in exercising such judgment).

Section 1202. Supplemental Leases Requiring Consent of Owners. Except for Supplemental Leases as provided for in **Section 1201**, neither the City nor the Trustee shall consent to the execution of any Supplemental Lease or Supplemental Leases by the City or the Developer without the mailing of notice and the obtaining of the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding given and obtained as provided in **Section 1102**. If at any time the City and the Developer shall request the consent of the Trustee to any such proposed Supplemental Lease, the Trustee shall cause notice of such proposed Supplemental Lease to be mailed in the same manner as provided in **Section 1102** with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed Supplemental Lease and shall state that

copies of the same are on file in the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than 50% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Lease shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Developer or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1203. Opinion of Counsel. In executing or consenting to any Supplemental Lease permitted by this Article, the City and the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed to the Trustee and the City stating that the execution of such Supplemental Lease is authorized or permitted by the Lease and this Indenture and the applicable law and will upon the execution and delivery thereof be valid and binding obligations of the parties thereto.

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture.

(a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 1302**, and provision also made for paying all other sums payable hereunder and under the Lease and the Redevelopment Agreement, including the reasonable fees and expenses of the Trustee, the City and the Paying Agent to the date of retirement of the Bonds, then the right, title and interest of the Trustee in respect hereof shall thereupon cease, determine and be void. Thereupon, the Trustee shall cancel, discharge and release this Indenture and shall upon the written request of the City or the Developer execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City (subject to the City's obligations under **Section 11.2** of the Lease) any property at the time subject to this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid to the Developer under **Section 602** and except funds or securities in which such funds are invested held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) The City is hereby authorized to accept a certificate by the Trustee that the whole amount of the principal and interest, if any, so due and payable upon all of the Bonds then-Outstanding has been paid or such payment provided for in accordance with **Section 1302** as evidence of satisfaction of this Indenture, and upon receipt thereof shall cancel and erase the inscription of this Indenture from its records.

Section 1302. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal of and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) has been made or caused to be made in accordance with the terms thereof, or (2) has been provided for by depositing with the Trustee or other commercial bank or trust company having full trust powers and authorized to accept trusts in the

State in trust and irrevocably set aside exclusively for such payment (A) moneys sufficient to make such payment or (B) Government Securities maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment, or (3) has been provided for by surrendering the Bonds to the Trustee for cancellation. When the Bonds are deemed to be paid hereunder, as aforesaid, they shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed before the stated maturities thereof, no deposit under clause (2) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds which are to be redeemed before their respective stated maturities, proper notice of such redemption has been given in accordance with **Article III** or irrevocable instructions have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds shall be applied to and used solely for the payment of the particular Bonds, with respect to which such moneys and Government Securities have been so set aside in trust.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Owners.

(a) Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of ownership of a Bond) if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(1) The fact and date of the execution by any Person of any such instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(2) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the City maintained by the Trustee pursuant to **Section 206**.

(b) In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Developer shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded; provided, the foregoing provisions shall not be applicable if the Developer is the only Owner of the Bonds. Notwithstanding the foregoing, Bonds so

owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and the pledgee is not the Developer or any affiliate thereof. The parties hereto acknowledge that, as of the date of execution and delivery of this Indenture, the Lender is the pledgee of the Bonds and shall be deemed to be the sole holder of the Bonds for purposes of any request, demand, authorization, direction, notice, consent or waiver under this Indenture.

Section 1402. Limitation of Rights Under this Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, and the Owners, if any, any right, remedy or claim under or in respect of this Indenture, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Lender and the Owners, as herein provided.

Section 1403. Rights of Lender. The provisions set forth in this Indenture relating to the Lender shall apply for so long as the Lender is the registered owner or pledgee of the Bonds. Anything contained in this Indenture or the Lease to the contrary notwithstanding, the existence of all rights given to the Lender under this Indenture or the Lease with respect to the giving of consents or approvals or the directing of proceedings are expressly conditioned upon the Lender being the registered owner of the Bonds; provided, that this provision shall not in any way limit or affect the rights of the Lender as a bondowner, as subrogee assignee of a bondowner, or to otherwise be reimbursed and indemnified for its costs and expenses and other payment on or in connection with the Bonds, either by operation of law or at equity or by contract. The City and the Trustee agree that in addition to any other rights to assign the Bonds as set forth herein, the Developer may collaterally assign its interest in the Bonds to the Lender for the purpose of securing the Developer's obligations to the Lender in connection with the financing or refinancing of the Project. If a collateral assignment is made by the Developer, the City and the Trustee agree, at the expense of the Developer, to execute such consents, estoppels and other documents related thereto as the Lender shall reasonably request and in such form and with such terms as the City and the Trustee deem appropriate; provided, the Trustee has received indemnification from the Lender and the Developer as provided in subsection (l) of **Section 1001**, and provided further the Trustee shall be entitled to engage the advice of counsel, at the expense of the Developer, in executing any such documents, the Trustee shall have no obligation to execute any such document that affects the Trustee's rights, duties or immunities under this Indenture or otherwise, and any obligations of the Trustee under any such document must be in compliance with the regulatory requirements applicable to the Trustee.

Section 1404. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given or filed with the City, the Trustee, the Developer, the Lender or the Owners if the same is duly mailed, postage prepaid, sent by overnight delivery or other delivery service, as follows:

(a) To the City:

City of Osage Beach
1000 City Parkway
Osage Beach, Missouri 65065
Attn: City Administrator

with copies to:

City of Osage Beach
1000 City Parkway

Osage Beach, Missouri 65065
Attn: City Attorney

and

Gilmore & Bell, P.C.
One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102
Attn: Mark A. Spykerman, Esq.

(b) To the Trustee:

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

(c) To the Developer:

Lakeport Village, LLC
4401 North Mesa
El Paso, Texas 79902
Attn: Jeffrey J. Tegethoff

with a copy to:

Husch Blackwell LLP
190 Carondelet Plaza, Suite 600
Clayton, Missouri 63105
Attn: David Richardson, Esq.

(d) To the Lender at such address as may be specified in writing by the Developer from time to time, together with a copy of the Fee Deed of Trust, of which the specified Lender is the beneficiary.

(e) To the Owners if the same is duly mailed by first-class, registered or certified mail addressed to each of the Owners of Bonds at the time Outstanding as shown by the bond registration books required by **Section 206** to be kept at the corporate trust office of the Trustee.

All notices given by certified or registered mail as aforesaid shall be deemed fully given as of the date they are so mailed, provided that any of the foregoing given to the Trustee shall be effective only upon receipt. All notices given by overnight delivery or other delivery service shall be deemed fully given as of the date when received. A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Trustee to the other shall also be given to the Developer and the Lender. The City, the Developer, the Lender and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1405. Severability. If any provision of this Indenture is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever.

Section 1406. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1407. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1408. Electronic Transaction. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1409. City Consent. Pursuant to the Ordinance, the Mayor and the City Administrator are authorized to execute all documents on behalf of the City (including documents pertaining to the transfer of property or the financing or refinancing of the Project by the Developer) as may be required to carry out and comply with the intent of the Ordinance, this Indenture, the Base Lease and the Lease. The Mayor and the City Administrator are also authorized, unless expressly prohibited herein, to grant on behalf of the City such consents, estoppels and waivers relating to the Bonds, this Indenture, the Base Lease, the Lease or the Redevelopment Agreement as may be requested during the term thereof; provided, such consents, estoppels and/or waivers shall not increase the principal amount of the Bonds, increase the term of the Lease or the economic incentives provided therein, waive an Event of Default or materially change the nature of the transaction unless otherwise approved by the Board of Aldermen.

Section 1410. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Trustee certifies it is not currently engaged in and shall not, for the duration of this Indenture, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel or (c) persons or entities doing business in the State of Israel.

[Remainder of Page Intentionally Left Blank]

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

CITY OF OSAGE BEACH, MISSOURI

(SEAL)

By: _____
Michael Harmison, Mayor

Attest:

_____
Tara Berreth, City Clerk

UMB BANK, N.A., as Trustee

By: _____
Name: _____
Title: _____

EXHIBIT A

PROJECT SITE

The land situated in the County of Camden, State of Missouri, and described as follows:

Commencing at a 5/8" rebar marking the West Quarter corner of said Section; thence, South 89 Degrees, 04 Minutes, 27 Seconds East along the Quarter Section line of said Section, 537.27 feet to a set 1/2 inch rebar and the POINT OF BEGINNING; thence, leaving said Quarter Section line, South 27 Degrees, 51 Minutes, 54 Seconds East along the Easterly right of way of Jefferies Road, 9.10 feet to Centerline Station 180+80, and 16+20 on the Northerly right of way of US Highway 54; thence, leaving said Easterly right of way, North 89 Degrees, 51 Minutes, 02 Seconds East along said Northerly right of way, 100.29 feet to a set 1/2 inch rebar; thence, leaving said Northerly right of way, North 0 Degrees, 55 Minutes, 31 Seconds West along the Westerly line of a tract of land described by deed in Book 805, Page 905 in said Records of Camden County, 6.10 feet to a set 1/2 inch rebar; thence, leaving said westerly line, South 89 Degrees, 04 Minutes, 27 Seconds East along the Northerly line of said tract of land, and the Quarter Section line of said Section, 200.61 feet to a set 1/2 inch rebar; thence, leaving said Quarter Section line and said Northerly line, North 76 Degrees, 58 Minutes, 46 Seconds East along the Northerly right of way of US Highway 54, 70.00 feet to Centerline Station 177+30; thence, North 85 Degrees, 43 Minutes, 32 Seconds East, 131.53 feet to Centerline Station 176+00; thence, North 77 Degrees, 37 Minutes, 31 Seconds East, 25.93 feet to a set 1/2 inch rebar; thence, leaving said Northerly right of way along the approximate 662 contour along the following courses: North 8 Degrees, 40 Minutes, 02 Seconds East, 61.36 feet; thence, North 25 Degrees, 33 Minutes, 36 Second East, 18.15 feet; thence, North 37 Degrees, 57 Minutes, 49 Seconds East, 89.00 feet; thence, North 39 Degrees, 21 Minutes, 12 Seconds East, 19.22 feet; thence, North 32 Degrees, 08 Minutes, 52 Seconds East, 17.08 feet; thence, North 16 Degrees, 40 Minutes, 39 Seconds East, 37.22 feet; thence, North 17 Degrees, 15 Minutes, 18 Seconds East, 24.15 feet; thence, North 35 Degrees, 14 Minutes, 29 Seconds East, 10.43 feet; thence, North 32 Degrees, 43 Minutes, 40 Seconds East, 8.12 feet; thence, North 37 Degrees, 15 Minutes, 51 Seconds East, 6.57 feet; thence, North 16 Degrees, 44 Minutes, 12 Seconds East, 29.27 feet; thence, North 17 Degrees, 09 Minutes, 28 Seconds East, 32.03 feet; thence, North 3 Degrees, 14 Minutes, 48 Seconds East, 23.08 feet; thence, North 44 Degrees, 07 Minutes, 28 Seconds West, 87.88 feet; thence, North 58 Degrees, 01 Minutes, 21 Seconds West, 19.80 feet; thence, North 66 Degrees, 28 Minutes, 23 Seconds West, 14.63 feet; thence, North 60 Degrees, 02 Minutes, 33 Seconds West, 15.31 feet; thence, North 72 Degrees, 37 Minutes, 16 Seconds West, 29.79 feet; thence, North 63 Degrees, 08 Minutes, 35 Seconds West, 27.55 feet; thence, North 72 Degrees, 52 Minutes, 41 Seconds West, 127.47 feet; thence, North 85 Degrees, 45 Minutes, 12 Seconds West, 37.59 feet; thence, South 87 Degrees, 36 Minutes, 06 Seconds West, 14.64 feet; thence, North 72 Degrees, 10 Minutes, 11 Seconds West, 23.40 feet; thence, North 81 Degrees, 51 Minutes, 22 Seconds West, 42.78 feet; thence, North 81 Degrees, 09 Minutes, 41 Seconds West, 46.49 feet; thence, South 88 Degrees, 15 Minutes, 53 Seconds West, 30.13 feet; thence, South 69 Degrees, 02 Minutes, 08 Seconds West, 11.98 feet; thence, North 70 Degrees, 54 Minutes, 14 Seconds West, 31.08 feet; thence, North 2 Degrees, 54 Minutes, 17 Seconds West, 67.81 feet to a set 1/2 inch rebar; thence, leaving said 662 Contour, along the centerline of a Twenty-two foot (22') wide Easement, North 39 Degrees, 25 Minutes, 07 Seconds West, 81.75 feet; thence, North 10 Degrees, 11 Minutes, 17 Seconds West, 25.90 feet; thence, North 8 Degrees, 00 Minutes, 42 Seconds West, 222.33 feet to a set 1/2 inch rebar on the centerline of Lakewood Circle; thence, leaving said Easement, along said Centerline, along the following courses, South 53 Degrees, 27 Minutes, 37 Seconds East, 210.00 feet to a set 1/2 inch rebar; thence, North 86 Degrees, 22 Minutes, 23 Seconds East, 70.00 feet; thence, North 72 Degrees, 32 Minutes, 23 Seconds East, 360.00 feet to a set 1/2 inch rebar; thence, leaving said Centerline, South 85 Degrees, 02 Minutes, 37 Seconds East, 182.82 feet to a set 1/2 inch rebar on the approximate 662 Contour; thence, following along said 662 Contour along the following courses: North 60 Degrees, 10 Minutes, 11 Seconds East, 70.64 feet; thence, North 60 Degrees, 10 Minutes, 11 Seconds East, 63.64 feet; thence, North 85 Degrees,

34 Minutes, 36 Seconds East, 11.08 feet; thence, North 40 Degrees, 33 Minutes, 37 Seconds East, 31.89 feet; thence, North 40 Degrees, 38 Minutes, 40 Seconds East, 25.06 feet; thence, North 80 Degrees, 22 Minutes, 40 Seconds East, 4.32 feet; thence, North 36 Degrees, 43 Minutes, 32 Seconds East, 10.22 feet; thence, North 83 Degrees, 42 Minutes, 02 Seconds East, 10.90 feet; thence, North 38 Degrees, 50 Minutes 21 Seconds East, 15.68 feet; thence, North 5 Degrees, 58 Minutes, 08 Seconds West, 15.65 feet; thence, North 51 Degrees, 17 Minutes, 40 Seconds East, 7.39 feet; thence, North 15 Degrees, 10 Minutes, 18 Seconds East, 53.32 feet; thence, North 3 Degrees, 10 Minutes, 46 Seconds East, 38.06 feet; thence, North 23 Degrees, 46 Minutes, 19 Seconds West, 57.61 feet; thence, North 43 Degrees, 28 Minutes, 49 Seconds West, 62.72 feet; thence, North 64 Degrees, 49 Minutes, 24 Seconds West, 24.23 feet; thence, North 47 Degrees, 55 Minutes, 41 Seconds West, 39.14 feet; thence, North 80 Degrees, 20 Minutes, 43 Seconds West, 40.88 feet; thence, North 80 Degrees, 07 Minutes, 53 Seconds West, 20.62 feet; thence, North 60 Degrees, 10 Minutes, 20 Seconds West, 19.29 feet; thence, North 74 Degrees, 01 Minutes, 02 Seconds West, 21.79 feet; thence, North 81 Degrees, 28 Minutes, 44 Seconds West, 43.91 feet; thence, North 89 Degrees, 17 Minutes, 05 Seconds West, 170.25 feet; thence, South 70 Degrees, 21 Minutes, 22 Seconds West, 20.37 feet; thence, North 85 Degrees, 59 Minutes, 01 Seconds West, 39.22 feet; thence, North 89 Degrees, 02 Minutes, 53 Seconds West, 44.58 feet; thence, South 85 Degrees, 21 Minutes, 05 Seconds West, 88.17 feet; thence, North 81 Degrees, 22 Minutes, 42 Seconds West, 81.76 feet; thence, North 73 Degrees, 09 Minutes, 05 Seconds West, 40.55 feet; thence, North 84 Degrees, 24 Minutes, 54 Seconds West, 45.73 feet to a set 1/2 inch rebar; thence, leaving said 662 Contour, South 53 Degrees, 04 Minutes, 13 Seconds West, 78.10 feet to a 1/2 inch rebar; thence, North 89 Degrees, 20 Minutes, 05 Seconds West along the Southerly line of a tract of land described by deed in Book 865, Page 402 in said Records of Camden County, 144.85 feet; thence, leaving said Southerly line, North 89 Degrees, 07 Minutes, 56 Seconds West along the Southerly line of a tract of land described by deed in Book 366, Page 647 in said Records of Camden County, 140.39 feet to a 1/2 inch rebar on the Easterly right of way of Jefferies Road; thence, leaving said Southerly line along the following courses: South 9 Degrees, 52 Minutes, 22 Seconds West, 341.59 feet; thence, South 8 Degrees, 10 Minutes, 03 Seconds West, 100.06 feet on the Centerline Lakewood Circle; thence, continuing along said Easterly right of way, South 8 Degrees, 10 Minutes, 03 Seconds West, 251.96 feet; thence, on a curve to the left 177.76 feet, with a radius of 407.78 feet, and a chord direction of South 6 Degrees, 39 Minutes, 26 Seconds East, 176.36 feet, Thence, South 19 Degrees, 51 Minutes, 11 Seconds East, 374.60 feet to a 1/2 inch rebar; thence, North 71 Degrees, 53 Minutes, 00 Seconds East, 10.00 feet to a 1/2 inch rebar; thence, South 27 Degrees, 51 Minutes, 54 Seconds East, 71.35 feet to the POINT OF BEGINNING.

Goodin's Sub-Division:
Tract of land situated in the Northeast Quarter of Section II, Township 39 North, Range 16 West

Lakewood Condominium:
Tract "A" of Goodin's sub-division, a subdivision of record in Camden County, Missouri, filed in the Office of Recorder, in Plat Book 2 at Page 82. Said tract of land further described as being a part of the South half of the Northeast Quarter of Section II, Township 39 North, Range 16 West.

Lakewood Resort Condominium, Phase II:
The Part of Tract "A" of Goodin's Subdivision, a Subdivision of Record in Plat Book 2 at Page 82 in the Office of the Recorded in Camden County, Missouri, said tract of land further described as follows:

From the Southwest Corner of said Tract "A," being also a Point on the Centerline of a Road as Shown on the Recorded Plat, Run Along the Centerline of Road North 07 Degree 55 Minutes East 215.0 Feet to an Intersection with the Centerline of a 25.0 Food Wide Road to the Right; Thence Along the Centerline of said Road to the Right North 50 Degree 50 Minutes East 145.0 Feet; Thence North 78 Degrees 40 Minutes East 140.0 Feet; Thence South 53 Degrees 40 Minutes East 165.0 Feet; Thence Leaving the Road Centerline South 17 Degree 40 Minutes East 99.62 Feet for the Point of Beginning; Thence

Continue South 17 Degrees 40 Minutes East 62.19 Feet; Thence South 84 Degrees 22 Minutes 02 Seconds West 9.31 Feet; Thence South 77 Degrees 30 Minutes 48 Seconds West 17.22 Feet; Thence South 73 Degrees 25 Minutes 06 Seconds West 14.39 Feet; Thence North 30 Degrees 14 Minutes 19 Seconds West 81.31 Feet; Thence North 87 Degrees 03 Minutes 20 Seconds East 83.16 Feet to the Place of Beginning.

Lakewood Resort Condominium, Phase II, First Addition:
The Part of Tract "A" of Goodin's Subdivision, a Subdivision of Record in Plat Book 2 at Page 82 in the Office of the Recorded in Camden County, Missouri, said tract of land further described as follows:

From the Southwest Corner of said Tract "A," being also a Point on the Centerline of a Road as Shown on the Recorded Plat, Run Along the Centerline of Road North 07 Degree 55 Minutes East 215.0 Feet to an Intersection with the Centerline of a 25.0 Food Wide Road to the Right; Thence Along the Centerline of said Road to the Right North 50 Degree 50 Minutes East 145.0 Feet; Thence North 78 Degrees 40 Minutes East 140.0 Feet; Thence South 53 Degrees 40 Minutes East 165.0 Feet; Thence Leaving the Road Centerline South 87 Degrees 03 Minutes 20 Seconds West 54.85 Feet; Thence South 10 Degrees 24 Minutes 40 Seconds East (South 10 Degrees 20 Minutes East-Deed) 25.90 Feet; Thence South 39 Degree 34 Minutes 30 Seconds East (South 39 Degrees 30 Minutes East-Deed) 81.75 Feet; Thence North 50 Degrees 31 Minutes 30 Seconds East 11.44 Feet; Thence North 56 Degrees 21 Minutes 50 Seconds East 750 Feet; Thence North 68 Degrees 03 Minutes 16 Seconds East 25.74 Feet; Thence North 30 Degrees 14 Minutes 19 Seconds West 81.31 Feet to the Point of Beginning.

EXHIBIT B

FORM OF BONDS

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

No. 1 **Not to Exceed $360,000,000**

UNITED STATES OF AMERICA
STATE OF MISSOURI

CITY OF OSAGE BEACH, MISSOURI
TAXABLE INDUSTRIAL REVENUE BOND
(LAKEPORT VILLAGE PROJECT)
SERIES 2023

Interest Rate	Maturity Date	Dated Date
5.0%	Completion Date[1]	_____, 2023

OWNER: _____

MAXIMUM PRINCIPAL AMOUNT: **THREE HUNDRED SIXTY MILLION DOLLARS**

The **CITY OF OSAGE BEACH, MISSOURI**, a fourth-class city organized and existing under the laws of the State of Missouri (the "City"), for value received, promises to pay, but solely from the source hereinafter referred to, to the Owner named above, or registered assigns thereof, on the Maturity Date shown above, the principal amount shown above, or such lesser amount as may be outstanding hereunder as reflected on **Schedule I** hereto held by the Trustee as provided in the hereinafter referred to Indenture. The City agrees to pay such principal amount to the Owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and in like manner to pay to the Owner hereof, either by check or draft mailed to the Owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by wire transfer to an account in a commercial bank or savings institution located in the United States. Interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the per annum Interest Rate stated above shall be payable in arrears on each December 1, commencing on December 1, 2023, and continuing thereafter until the earlier of the date on which said Cumulative Outstanding Principal Amount is paid in full or the Maturity Date. Interest on each advancement of the

[1] "Completion Date" means the date of execution of the certificate required by **Section 4.5** of the herein-defined Lease and **Section 504** of the herein-defined Indenture, which shall be deemed executed and filed on December 31, 2026 if not actually executed and filed by such date, except as otherwise provided in **Section 4.5** of the Lease, including an extension to December 31, 2027 in the event of a Permitted Excuse (as defined in the Lease).

principal amount of this Bond shall accrue from the date that such advancement is made, computed on the basis of a year of 360 days consisting of 12 months of 30 days each.

As used herein, the term "Cumulative Outstanding Principal Amount" means all Bonds outstanding under the terms of the hereinafter-defined Indenture, as reflected on **Schedule I** hereto maintained by the Trustee.

THIS BOND is one of a duly authorized series of Bonds of the City designated the "City of Osage Beach, Missouri, Taxable Industrial Revenue Bonds (Lakeport Village Project), Series 2023," in the maximum aggregate principal amount of $360,000,000 (the "Bonds"), to be issued for the purpose of acquiring a leasehold interest in approximately 24 acres of real property located at the northeast corner of Jefferies Road and U.S. Route 54 in the City (the "Project Site") and constructing thereon a family-friendly resort and entertainment district (the "Project Improvements"). The City will lease the Project Site and the Project Improvements (collectively, the "Project") to Lakeport Village, LLC, a Missouri limited liability company (the "Developer"), under the terms of a Lease Agreement dated as of [*Date*], 2023 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Lease"), between the City and the Developer, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and the statutes of the State of Missouri, including particularly the Act, and pursuant to proceedings duly had by the Board of Aldermen.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of [*Date*], 2023 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Indenture"), between the City and UMB Bank, N.A., as trustee (the "Trustee"). *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Trustee and the Owners, and the terms upon which the Bonds are issued and secured.

THE BONDS are subject to redemption and payment at any time before the stated maturity thereof, at the option of the City, upon written instructions from the Developer, (1) in whole, if the Developer exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Developer prepays additional Basic Rent pursuant to the Lease; provided, however, if only a portion of the Bonds are to be redeemed, Bonds aggregating at least 10% of the maximum principal amount of Bonds authorized under the Indenture shall not be subject to redemption and payment before the stated maturity thereof. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

THE BONDS are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Section 9.1(f)** or **9.2(c)** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided in the Indenture. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice

of redemption to the Owners pursuant to this paragraph, money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

If the Bonds are to be called for optional redemption, the Developer shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds at least 40 days (10 days if there is one Owner) before the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if there is one Owner) before the scheduled redemption date by first-class mail (or facsimile or other electronic communication if there is one Owner) stating the date upon which the Bonds will be redeemed and paid.

THE BONDS, including the interest thereon, are special obligations of the City and are payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease and not from any other fund or source of the City, and are secured by a pledge and assignment of the Project and of such rents, revenues and receipts, including all rentals and other amounts to be received by the City under and pursuant to the Lease, all as provided in the Indenture. The Bonds do not constitute a general obligation of the City or the State of Missouri, and neither the City nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and are not payable in any manner by taxation. Pursuant to the provisions of the Lease, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bonds are to be paid by the Developer directly to the Trustee for the account of the City and deposited in a special fund created by the City and designated the "City of Osage Beach, Missouri, Series 2023 Bond Fund – Lakeport Village Project."

THE OWNER of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then-Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

THIS BOND is transferable, as provided in the Indenture, only upon the books of the City kept for that purpose at the above-mentioned office of the Trustee by the Owner hereof in person or by such Owner's duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer reasonably satisfactory to the Trustee duly executed by the Owner or such Owner's duly authorized attorney, and thereupon a new fully-registered Bond or Bonds, in an aggregate principal amount equal to the Outstanding principal amount of this Bond, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City, the Trustee and any Paying Agent may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THE BONDS are issuable in the form of one fully-registered Bond in the maximum principal amount of $360,000,000.

THIS BOND shall not be valid or become obligatory for any purposes or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon has been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Missouri.

IN WITNESS WHEREOF, the City of Osage Beach, Missouri, has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereto or imprinted hereon.

CITY OF OSAGE BEACH, MISSOURI

(SEAL)

By: _____
Michael Harmison, Mayor

Attest:

_____
Tara Berreth, City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is the Taxable Industrial Revenue Bond (Lakeport Village Project), Series 2023, described in the Indenture. The effective date of registration of this Bond is set forth below.

UMB BANK, N.A., as Trustee

_____
Date

By: _____
Authorized Signatory

SCHEDULE I

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

CITY OF OSAGE BEACH, MISSOURI
TAXABLE INDUSTRIAL REVENUE BOND
(LAKEPORT VILLAGE PROJECT)
SERIES 2023

Bond No. 1

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

FORM OF ASSIGNMENT

(NOTE RESTRICTIONS ON TRANSFERS)

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

_____

Print or Typewrite Name, Address and Social Security or
other Taxpayer Identification Number of Transferee

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

Dated: _____.

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

EXHIBIT C

FORM OF REPRESENTATION LETTER

City of Osage Beach
1000 City Parkway
Osage Beach, Missouri 65065
Attn: City Administrator

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

Re: $360,000,000 Maximum Principal Amount of Taxable Industrial Revenue Bonds (Lakeport Village Project), Series 2023 of the City of Osage Beach, Missouri

Ladies and Gentlemen:

In connection with the purchase of the above-referenced bonds (the "Bonds"), the undersigned purchaser of the Bonds hereby represents, warrants and agrees as follows:

1. The undersigned fully understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of [*Date*], 2023 (the "Indenture"), between the City of Osage Beach, Missouri (the "City"), and UMB Bank, N.A., as trustee (the "Trustee"), and (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project (as defined in the Indenture) to Lakeport Village, LLC, a Missouri limited liability company (the "Developer"), under a Lease Agreement dated as of [*Date*], 2023 (the "Lease"), between the City and the Developer, with certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds. *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

2. The undersigned understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

3. The undersigned agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture and, if requested by the City, upon receipt of an opinion of counsel reasonably acceptable to the City, the Developer and the purchaser that all registration and disclosure requirements of the Securities and Exchange Commission and all other appropriate federal and Missouri securities laws and the securities law of any other applicable state are complied with.

4. The Developer has (a) furnished to the undersigned such information about itself as the undersigned deems necessary in order for it to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to the undersigned, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional

information which it has requested. [*Delete this paragraph if the Developer is the Purchaser of the Bonds.*]

5. The undersigned is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Developer and fully aware of the terms and risks of the Bonds. [*Delete previous sentence if the Developer is the Purchaser of the Bonds.*] The undersigned believes that the Bonds which it is acquiring is a security of the kind that it wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

6. The undersigned is fully aware of and satisfied with (a) the current status of the title to the Project and any issues related thereto and (b) the terms, amounts and providers of the insurance maintained pursuant to **Article VII** of the Lease, and the undersigned is purchasing the Bonds with full knowledge of such matters.

7. The undersigned understands and agrees that the interest on the Bonds *is* subject to federal and state income taxation.

8. The undersigned hereby directs the Trustee to hold the Bonds in trust pursuant to **Section 204(c)** of the Indenture.

9. The undersigned is (a) the lessee under the Lease, (b) an affiliate of the lessee under the Lease, (c) the Lender, (d) a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933, or (e) any general business corporation or enterprise with total assets in excess of $100,000,000.

Dated: _____, 20___

[PURCHASER OF BONDS]

By: _____
Name: _____
Title: _____

Exhibit E

$360,000,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF OSAGE BEACH, MISSOURI
TAXABLE INDUSTRIAL REVENUE BONDS
(LAKEPORT VILLAGE PROJECT)
SERIES 2023

Dated as of [*Date*], 2023

BOND PURCHASE AGREEMENT

Honorable Mayor and Board of Aldermen
Osage Beach, Missouri

On the basis of the representations and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, Lakeport Village, LLC, a Missouri limited liability company (the "Purchaser"), offers to purchase from the City of Osage Beach, Missouri (the "City"), the above-referenced bonds (the "Bonds"), to be issued by the City under and pursuant to Ordinance No. 23.___ adopted by the Board of Aldermen of the City on May 18, 2023 (the "Ordinance"), and a Trust Indenture dated as of [*Date*], 2023 (the "Indenture") by and between the City and UMB Bank, N.A., as trustee (the "Trustee"). *Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.*

SECTION 1. REPRESENTATIONS AND AGREEMENTS

(a) By the City's acceptance hereof, the City hereby represents to the Purchaser that:

(1) The City is a fourth-class city and incorporated political subdivision of the State of Missouri duly organized and validly existing under the laws of the State of Missouri. The City is authorized pursuant to the Constitution, the laws of the State of Missouri and the ordinances, orders and resolutions of the City, and all necessary action has been taken, to authorize, issue and deliver the Bonds and to consummate all transactions contemplated by the Ordinance, this Bond Purchase Agreement, the Indenture, the Base Lease dated as of [*Date*], 2023 (the "Base Lease") by and between the City and the Purchaser, the Lease Agreement dated as of [*Date*], 2023 (the "Lease") by and between the City and the Purchaser, the Redevelopment Agreement dated as of [*Date*], 2023 (the "Redevelopment Agreement") by and between the City and the Purchaser, and any and all other agreements relating thereto. The proceeds of the Bonds shall be used for the purpose of acquiring a leasehold interest in the Project Site, constructing the Project Improvements and paying the costs incurred in connection with the issuance of the Bonds.

(2) There is no controversy, suit or other proceeding of any kind pending or, to the City's actual knowledge, threatened wherein or whereby any question is raised or may be raised,

questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act leading up to the issuance of the Bonds, or the constitutionality or validity of the obligations represented by the Bonds or the validity of the Bonds, the Ordinance, the Base Lease, the Lease, the Indenture, the Redevelopment Agreement or this Bond Purchase Agreement.

(b) The Purchaser represents as follows:

(1) *Organization*. The Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri.

(2) *No Conflict or Breach*. The execution, delivery and performance of this Bond Purchase Agreement by the Purchaser have been duly authorized by all necessary action of the Purchaser and do not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any law, court or administrative regulation, decree or order applicable to or binding upon the Purchaser, or, to the best of its knowledge, any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound.

(3) *Document Legal, Valid and Binding*. When executed and delivered by the Purchaser, this Bond Purchase Agreement will be, and is, a legal, valid and binding obligation, enforceable in accordance with its terms, subject, as to enforcement, to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and further subject to the availability of equitable remedies. The Person executing this Bond Purchase Agreement on behalf of the Purchaser has been duly authorized to execute this Bond Purchase Agreement.

(4) *Purchaser's Certificates*. Any certificate signed by an authorized officer or agent of the Purchaser and delivered to the City shall be deemed a representation and warranty by the Purchaser to the City as to the statements made therein.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS

On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions set forth herein and in the Indenture, the Purchaser agrees to purchase from the City and the City agrees to sell to the Purchaser the Bonds on the terms and conditions set forth herein.

The Bonds shall be sold to the Purchaser by the City on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined), which amount shall be applied as provided in the Indenture and the Lease. From time to time after the Closing Date, the Purchaser shall make additional payments with respect to the Bonds ("Additional Payments") to the Trustee under the Indenture, which Additional Payments shall be applied to the payment or reimbursement of Project Costs or as provided in the Indenture and the Lease; provided that the sum of the Closing Price and all such Additional Payments shall not, in the aggregate, exceed $360,000,000 plus the costs of issuance of the Bonds (if such costs of issuance are not paid with Bond proceeds).

As used herein, the term "Closing Date" shall mean _____, 2023, or such other date as shall be mutually agreed upon by the City and the Purchaser; the term "Closing Price" shall mean the

amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date, which amount shall be equal to (a) any Project Costs spent by the Purchaser from its own funds on or before the Closing Date, and, at the Purchaser's option, the costs of issuance of the Bonds if such costs are not paid for from Bond proceeds, or (b) the aggregate principal amount of the Bonds, if all of the proceeds of the Bonds are being transferred to the Trustee on the Closing Date.

The Bonds shall be issued under and secured as provided in the Ordinance and the Indenture and the Lease authorized thereby, and the Bonds shall have the maturity date and interest rate and shall be subject to redemption as set forth therein. The delivery of the Bonds shall be made in definitive form as a fully-registered bond in the maximum aggregate principal denomination of $360,000,000; provided, that the principal amount of the Bonds Outstanding at any time shall be that amount recorded in the records of the Trustee, absent manifest error, and further provided that interest on the Bonds shall be payable only on the Outstanding principal amount of the Bonds, as more fully provided in the Indenture.

SECTION 3. CONDITIONS TO THE OBLIGATIONS

The obligations hereunder shall be subject to the due performance by the parties of the obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy of and compliance with the representations contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions:

(a) There shall be delivered to the Purchaser on or prior to the Closing Date a duly certified copy of the Ordinance, the Indenture, the Base Lease, the Lease, the Redevelopment Agreement, this Bond Purchase Agreement and any other instrument contemplated thereby, and such documents shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the Purchaser.

(b) The City shall confirm on the Closing Date by a certificate that at and as of the Closing Date the City has taken all action necessary to issue the Bonds and that there is no controversy, suit or other proceeding of any kind pending or, to its knowledge, threatened against the City wherein any question is raised affecting in any way the legal organization of the City, or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Bonds, or the constitutionality or validity of the obligations represented by the Bonds or the validity of the Bonds or any proceedings in relation to the issuance or sale thereof.

(c) The Purchaser shall execute a certificate, dated the Closing Date, to the effect that (1) no litigation, proceeding or investigation is pending against the Purchaser or its affiliates or, to the knowledge of the Purchaser, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Bonds, or (B) in any way contest the corporate existence or powers of the Purchaser, (2) no litigation, proceeding or investigation is pending or, to the knowledge of the Purchaser, threatened against the Purchaser that could reasonably be expected to adversely affect its ability to perform its obligations hereunder or under the Base Lease, the Lease or the Redevelopment Agreement, (3) the representations and warranties of the Purchaser herein were and are true and correct in all material respects and not misleading as of the date made and as of the Closing Date, and (4) such other matters as are reasonably requested by the other parties in connection with the issuance of the Bonds.

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser may cancel its obligation hereunder to purchase the Bonds by notifying the City in writing at or before the Closing Date.

SECTION 5. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All of the representations and agreements by either party shall remain operative and in full force and effect and shall survive delivery of the Bonds to the Purchaser.

SECTION 6. NOTICE

Any notice or other communication to be given under this Bond Purchase Agreement may be given in writing by mailing or delivering the same as follows:

(a) To the City:

City of Osage Beach
1000 City Parkway
Osage Beach, Missouri 65065
Attn: City Administrator

with copies to:

City of Osage Beach
1000 City Parkway
Osage Beach, Missouri 65065
Attn: City Attorney

and

Gilmore & Bell, P.C.
One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102
Attn: Mark A. Spykerman, Esq.

(b) To the Trustee:

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

(c) To the Purchaser:

Lakeport Village, LLC
4401 North Mesa
El Paso, Texas 79902
Attn: Jeffrey J. Tegethoff

with a copy to:

Husch Blackwell LLP
190 Carondelet Plaza, Suite 600
Clayton, Missouri 63105
Attn: David Richardson, Esq.

SECTION 7. APPLICABLE LAW; ASSIGNABILITY

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri. This Bond Purchase Agreement may be assigned by the Purchaser to any Person that expressly assumes in writing all of the obligations of the Developer contained in the Base Lease and the Lease; provided that the consent of the City for the assignment of this Bond Purchase Agreement shall not be required if the consent of the City is not required for such Person's assumption of the Lease under the provisions of **Article XIII** thereof. Any such assignee shall agree to be bound by the terms of this Bond Purchase Agreement. This Bond Purchase Agreement may be assigned and the Bonds may be pledged, without approval of but with notice to the City, by the Purchaser to any lender of the Purchaser or the Developer as collateral for a loan secured by a deed of trust or mortgage of the Project.

SECTION 8. EXECUTION IN COUNTERPARTS

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

SECTION 9. ANTI-DISCRIMINATION AGAINST ISRAEL ACT

Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Purchaser certifies it is not currently engaged in and shall not, for the duration of this Bond Purchase Agreement, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel or (c) persons or entities doing business in the State of Israel.

[Remainder of Page Intentionally Left Blank]

Very truly yours,

LAKEPORT VILLAGE, LLC, a Missouri limited liability company

By: _____
Jeffrey J. Tegethoff, Manager

DATE OF EXECUTION: _____, 2023.

Accepted and Agreed to this _____ day of _____, 2023.

CITY OF OSAGE BEACH, MISSOURI

By: _____
Michael Harmison, Mayor

[SEAL]

ATTEST:

_____
Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting:	June 15, 2023
Originator:	Karri Bell, City Treasurer
Presenter:	Karri Bell, City Treasurer

Agenda Item:
Presentation - City's FY2022 Annual Comprehensive Financial Report (Audit)

Requested Action:
Presentation

Ordinance Referenced for Action:
Not Applicable

Deadline for Action:
None

Budgeted Item:
Not Applicable

Budget Line Information (if applicable):
Not Applicable

Department Comments and Recommendation:
Final reports are enclosed. Michael Keenan CPA with Hood and Associates CPAs, PC, will present the City's audit.

City Attorney Comments:
Not Applicable

City Administrator Comments:
Much appreciation to Karri Bell, City Treasurer, and her team for their work and dedication to financial integrity for the City of Osage Beach, Missouri.



CITY OF OSAGE BEACH, MISSOURI

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FOR THE FISCAL YEAR ENDED, DECEMBER 31, 2022

FY 2022

CITY OF OSAGE BEACH, MISSOURI

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FOR THE YEAR ENDED
DECEMBER 31, 2022

Prepared by:

Karri Bell
City Treasurer

CITY OF OSAGE BEACH, MISSOURI
AUDITED FINANCIAL STATEMENTS
DECEMBER 31, 2022

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INTRODUCTORY SECTION

City of Osage Beach
1000 City Parkway • Osage Beach, MO 65065
Phone [573] 302-2000 • Fax [573] 302-0528 • www.OsageBeach.org

June 7, 2023

Honorable Mayor, Board of Aldermen, and the Citizens of the City of Osage Beach:

The Annual Comprehensive Financial Report of the City of Osage Beach, Missouri (the City), for the fiscal year ended December 31, 2022, is herewith submitted. The information presented in the financial report is the responsibility of the City's management. The City Treasurer's Department prepared this report. Responsibility for both the accuracy of the presented data and the completeness and fairness of the presentation, including all disclosures, rests with the City. The financial report conforms to the standards of financial reporting as set forth by the Governmental Accounting Standards Board (GASB) and the guidelines as recommended by the Government Finance Officers Association (GFOA). The City Treasurer's Department believes that the financial statements, supporting schedules, and statistical information fairly represent the financial condition of the City. We further believe that all presented data is accurate in all aspects and that all necessary disclosures have been included to enable the reader to gain a reasonable understanding of the City's financial affairs.

Generally accepted accounting principles require that management provide a narrative, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City of Osage Beach's MD&A can be found immediately following the report of the independent auditors.

The Reporting Entity and Its Services

The City of Osage Beach, incorporated May 22, 1959, is a fourth-class city and political subdivision created and existing under the laws of the State of Missouri. The City is approximately 10 square miles in area and is in Camden and Miller Counties, Missouri. The City lies along the shores of Lake of the Ozarks, one of the largest man-made lakes in the world. The City has an estimated permanent population of 4,917; however, it is estimated that there are more than 240,000 visitors and second homeowners annually. The governing body consists of an elected six-member Board of Aldermen and a Mayor who, in turn, appoints a City Administrator, City Clerk, Police Chief, Building Official, City Treasurer, City Planner and City Attorney. Aldermen serve two-year terms, with three members elected every year. The Mayor is elected for a two-year term.

The City provides a full range of municipal services including streets, water, sewer, airports, engineering, public safety, ambulance services, and general administration.

The City offers its residents and visitors two City parks. Peanick Park is a 13-acre park with two ball fields, pavilions, basketball courts, a walking trail and playground facilities. It is located on the northeast side of town on Highway 42. The Osage Beach City Park is a 92-acre park surrounded by Lake of the Ozarks and Lake of the Ozarks State Park; it is located off Hatchery Road adjacent to the outlet mall. The park has lake access, a stocked fishing pond, three soccer fields, sand volleyball courts, three pavilions, a playground and a Sports Complex complete with three 300' baseball/softball fields and concession facilities.

Utility service in the City is mixed between public and private companies. Water and sanitary sewerage utilities are operated by the City of Osage Beach. Water and sewerage rates are established to meet the total revenue requirements of the utilities. Natural gas is supplied by Summit Natural Gas of Missouri, electricity by Ameren Missouri. Both traditional and cellular phone service is provided by numerous companies. Commercial and residential trash service is provided by several local and non-local suppliers.

Media in Osage Beach is split between two television markets. While Camden County is part of the Springfield market, Miller County is part of the Columbia/Jefferson City market. Spectrum cable system carries stations from both markets. DirecTV and Dish carry Springfield stations.

Education in the City of Osage is provided by two public schools. Osage Beach Elementary (Camdenton R-III) and School of the Osage (Miller County R-II School District). Colleges and universities that serve the City are Columbia College, State Fair Community College and Central Methodist University.

Accounting System

Although legally separate from the City, the financial statements include its component units. The component units are the Tax Increment Financing Districts responsible for encouraging development of commercial enterprises within its border. The Districts are fiscally dependent upon the City because the City must approve any debt issuances.

The diversity of governmental operations and the necessity for legal compliance preclude recording and summation of all financial transactions in a single accounting entity. The City's accounting system is therefore organized and operated on a fund basis, wherein each fund is a distinct and separate self-balancing entity.

The City's financial records utilize two bases of accounting. The modified accrual basis is followed by the governmental funds. Under this basis, revenues are recognized when measurable and available, and expenditures are recorded when the fund liability is incurred, except for interest on long-term debt. The accrual basis of accounting is utilized by proprietary funds. Consideration is given to the adequacy of internal accounting controls governing the financial transactions and records of the City. Internal controls are designed and developed to provide reasonable assurance that assets are safeguarded and that transactions are properly executed and recorded in line with management's policy and generally accepted accounting principles.

Budget Process and Control

Upon the completion of the July Financial Statements in early August, Department Managers begin working on their department's budget requests for the upcoming year along with estimated expenditures for the remainder of the current year. The City Administrator's Office projects and calculates the revenue and beginning balances for the upcoming year. Meetings with Department Managers are held, and adjustments are made based on revenue projections, cash flow calculations, and priorities set by the Mayor and Board of Aldermen, to ensure a balanced budget is presented for adoption. A balanced budget is defined as projected expenditures not exceeding projected revenue sources and cash availability, as required by Missouri State Statute.

Budgetary control is maintained at the fund level.

Local Economy

The City of Osage Beach is recognized as both a retail center and a tourist destination and we pride ourselves in being the heart of Lake of the Ozarks. The Lake of the Ozarks was awarded Best Recreational Lake by USA Today readers. Osage Beach is part of the ever-growing and popular lake community, supporting a vital economy along with growing diversity in its economic base. While both population and local economic activity continue to peak in the summer season, the increasing number of second homeowners, the expansion in retail goods and the promotion of non-peak activities are smoothing out the sharpness of the peaks.

Long-term Financial Planning and Policies

On December 1, 2016, the Board of Aldermen approved Bill 16-85 – Ordinance of the City establishing Section 135.020.C. Reserves. This section was added to the City's code of ordinances adopting reserve target levels for most funds. The Reserve Policy outlines fund reserve target levels for the General Fund, Transportation Fund, Water and Sewer Combined Funds, Ambulance Fund, Lee C. Fine Airport Fund, and the Grand Glaize Airport Fund.

Capital expansion projects that are not funded through debt service but are high on the priority list are in the current year's budget. If the project lacks enough funds, the project will be carried into the next year's budget with funds added until enough funds are available to complete the project.

Reporting Standards and Formats

The standards used to formulate and present the content of this Annual Comprehensive Financial Report were set forth by the Governmental Accounting Standards Board (GASB), which incorporates the statements and interpretations of the National Council on Governmental Accounting (NCGA) until modification is deemed necessary. GASB has also promulgated acceptance of certain standards as set by the American Institute of Certified Public Accountants (AICPA) in the guide for "Audits of State and Local Governmental Units." Guidance for illustrative interpretation was obtained by use of the 2020 "Governmental Accounting, Auditing and Financial Reporting" (GAAFR), published by the Government Finance Officers Association (GFOA).

Major Initiatives

Annually, the Mayor and Board of Aldermen (the Board) meet mid-year for a strategic planning session to outline priorities and initiatives to achieve superior services to our community and City employees. The Board's priorities include transportation; capital planning; identifying and using financial resources; identifying tools and resources to invest in services and internal development; and maintaining appropriate reserves.

The following summary is being provided so the reader can get a quick overview of some of the City's initiatives realized from year 2017 and forward.

Economic Development – On September 19, 2019, the Board of Aldermen approved Ordinance 19.57 establishing selected fee reimbursement provisions to encourage residential development of projects or property where traditional economic development tools are insufficient or inapplicable to support or encourage the project. To be considered, the project would need a minimum of twenty new single-family or forty multi-family units with limits on the price per unit. Fees that could be considered for reimbursement are water impact, sewer development, building permit, site development and demolition permit. To date, the Preserve at Sycamore Creek housing development is expected to be the first project eligible for reimbursement in 2023.

Police - On December 19, 2019, the Board of Aldermen authorized the purchase of 911 center radio consoles, mobile radios, and portable radios in an amount not to exceed $717,409. This cost was divided between Police, 911 Center, and Ambulance and was spread over a three-year period through a lease purchase agreement. The first of three payments were made in January 2020 and the last in January 2022.

The service agreement was included in the total cost. This purchase was high priority because existing equipment was becoming obsolete and replacement parts were difficult to locate. The technology associated with this purchase allows for better communication internally as well as with other government agencies.

Transportation – Street improvement projects, including engineering, land purchases, and streetlights, totaling $3,298,045 are included in the 2023 budget. This includes the Reconnecting Communities Sidewalk/Trail Project ($1,000,000). In a joint effort with the City, the Osage Beach Special Road District (the District) will reimburse the City $551,861 for projects that benefit the District (Amy Lane, Osage Beach Parkway Sidewalk Improvements, and Executive Drive extension). The City provides the administrative and engineering services, and the District provides the construction funds for the various projects.

Transportation – January 7, 2021, the Board of Aldermen approved Ordinance 21.01 to execute the Missouri Highway and Transportation Commission Cost Share Agreement for Project Number J5S3508, the extension of Osage Beach Parkway. This project's $286,000 estimated cost is included in the 2023 budget with funding of $100,000 by the Special Road District, received in December 2020, and currently being held by the City. This cost share program funds 50% of eligible costs for the extension of Osage Beach Parkway from the current terminus at Lazy Days Road to Executive Drive. Total liability for the City under this agreement does not exceed $195,395. The project design was completed in 2022 and construction is expected in 2023.

Water - Water projects, including engineering and land purchases totaling $759,850 are included in the 2023 budget. This includes $235,000 for connecting a water loop, $8,000 for new water connections, $255,750 for new wells, and $261,100 to pay for unserved area infrastructure.

Sewer - Sewer improvement projects totaling $2,754,492 are in the 2023 budget. The City's ARPA funds in the amount of $941,531 will be used to fund some of these projects. This includes various lift station improvements, unserved area infrastructure and Tan Tar A Estates Rehab.

Lee C. Fine Airport – Grant funded projects (90%) include a Master Plan ($300,000) and runway overlay ($261,000).

Grand Glaize Airport – Grant funded projects (90%) include a Master Plan ($300,000) and power line burial ($626,296).

Single Audit

The City of Osage Beach is required to undergo an annual single audit in conformity with the provisions of the Single Audit Act of 1984 and related amendments and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,* if the City spends $750,000 or more in federal funding. In 2022, the City spent $2,730,892 in federal funding; therefore, a single audit was performed. Information related to this audit, including a schedule of federal financial assistance, the independent auditors' reports on internal controls and compliance with applicable laws and regulations, and a schedule of findings and questioned costs are included in a separately issued single audit report.

Independent Audit

The City's financial statements have been audited by the contracted licensed public accounting firm of Hood and Associates CPAs PC. The audit was conducted in such a manner as to enable the accountants to form an opinion on the combined financial statements taken as a whole. Hood and Associates CPAs PC have issued an unmodified opinion on the City's general-purpose financial statements. An unmodified opinion is the best an organization can receive on its financial statements from an independent certified public accountant. It indicates that the auditor's examination has disclosed no conditions which cause them to believe that the general-purpose financial statements are not fairly stated in all material respects.

Their audit was made in accordance with U.S. generally accepted auditing standards. The report of the accountants has been included as part of this document.

Awards

The Government Finance Officers Association of the United States and Canada awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Osage Beach for its Annual Comprehensive Financial Report for the fiscal year ended December 31, 2021. This was the twenty-third year that the City of Osage Beach achieved this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized Annual Comprehensive Financial Report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current Annual Comprehensive Financial Report continues to meet the Certificate of Achievement program requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

Acknowledgments

The preparation of this report on a timely basis could not have been accomplished without the efficient and dedicated service of many City employees. I want to especially express my appreciation to the City Treasurer's staff for assisting and contributing with its preparation.

Finally, I would like to acknowledge the Mayor, Board of Aldermen, and the City Administrator for their support in planning and conducting the financial operations of the City in a professional and progressive manner.

Respectfully submitted,



Karri Bell
City Treasurer



April White
Staff Accountant

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Osage Beach Missouri

For its Annual Comprehensive Financial Report For the Fiscal Year Ended

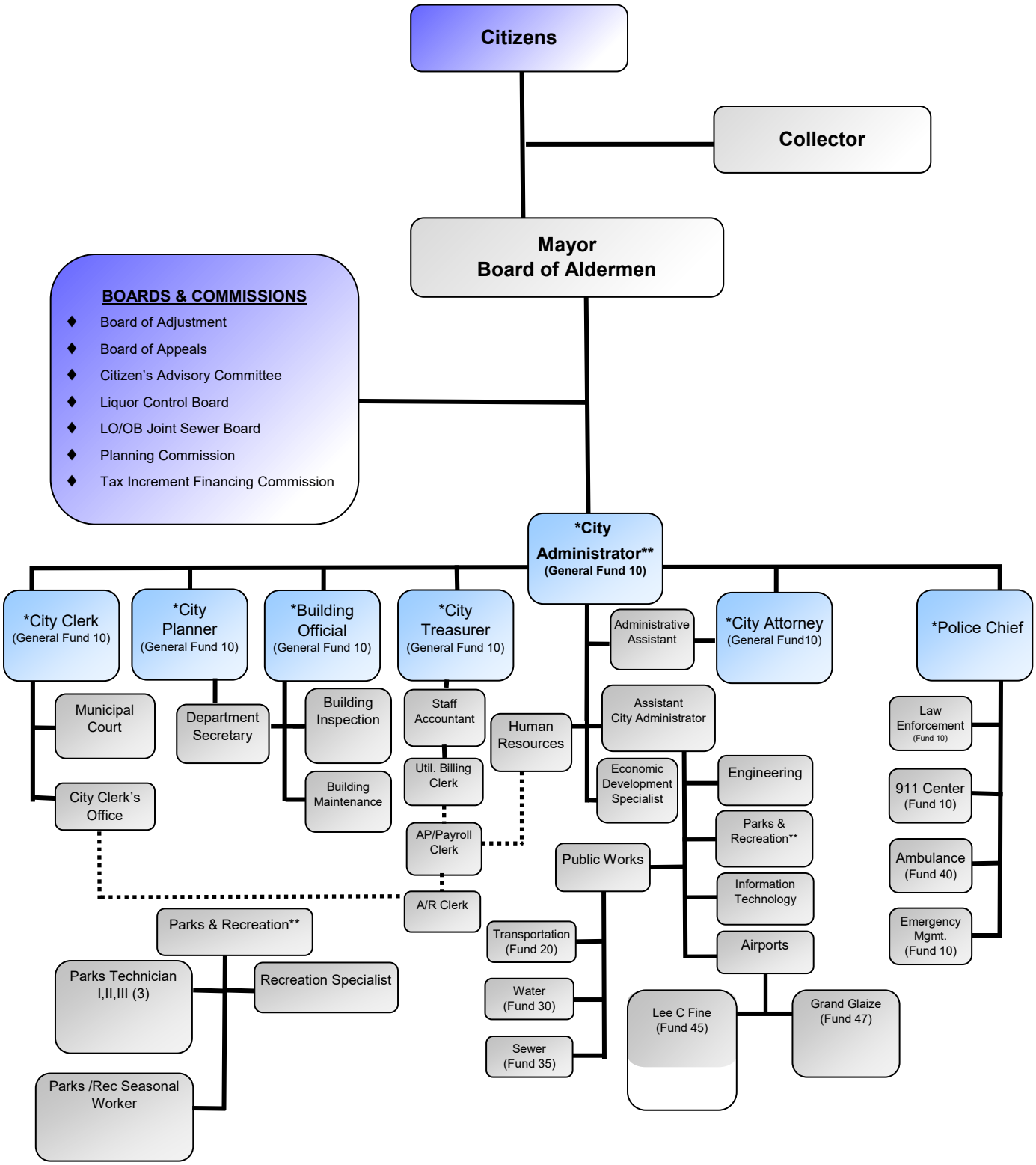
December 31, 2021

Christopher P. Morrill

Executive Director/CEO

City of Osage Beach

Organizational Chart



*Appointed Officials of the City; per City code Chapter 115.
**The City Administrator coordinates and supervises the operations of all departments; per City code 115.170
(The specific department's fund as outlined in the annually adopted budget is indicated in parenthesis.)
Detailed organizational charts for the Public Works and Police Departments are on the following pages.

City of Osage Beach, Missouri

Elected Officials

Mayor.....Michael Harmison
Ward One..... Kevin Rucker
.....Bob O'Steen
Ward Two ..... Phyllis Marose
.....Justin Hoffman
Ward Three ..... Richard Ross
.....Kelly Schuman
City Collector..... Brad Smith

Management Team

City Administrator..... Jeana Woods
City Clerk..... Tara Berreth
Chief of Police .....Todd Davis
City Attorney .....Cole Bradbury
City Treasurer ..... Karri Bell
Building Official..... Ron White
City Planner .....Cary Patterson
Public Works Operations Manager..... Kevin Crooks
Assistant City Administrator ..... Mike Welty
Human Resources Generalist..... Michael Raye
Information Technology Specialist .....Mikeal Bean
Airport Manager .....Ty Dinsdale
Park Manager.....Eric Gregory

INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Hood and Associates CPA's, P.C.

FINANCIAL SECTION

HOOD AND ASSOCIATES CPAs, PC

INDEPENDENT AUDITOR'S REPORT

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

Report on the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, and each major fund of the City of Osage Beach, Missouri (the City), as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component unit, and each major fund of the City as of December 31, 2022, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Change in Accounting Principle

As described in Note 1 to the financial statements, in 2022, the City adopted new accounting guidance, Government Accounting Standards Board (GASB) Statement No. 87, Leases. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and Government Auditing Standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplementary information listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 7, 2023 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Hood and Associates CPAs PC

Kansas City, Missouri
June 7, 2023

City of Osage Beach, Missouri
Management Discussion and Analysis
December 31, 2022

This section of the City of Osage Beach's (the City) annual financial report presents a review of the City's financial activities for the fiscal year ended December 31, 2022. We encourage readers to consider the information presented here in conjunction with the accompanying transmittal letter, the basic financial statements, and the accompanying notes to those financial statements.

FINANCIAL HIGHLIGHTS

- The assets and deferred outflows of the City of Osage Beach exceeded its entity-wide liabilities and deferred inflows at the close of the fiscal year by $101,946,711 on the government-wide statements. Of this amount, $80,753,214 represents net investment in capital assets; $10,377,955 is restricted; and the remaining $10,815,542 may be used to meet the City's ongoing obligations to citizens and creditors.

- The City's total net position increased by $4,839,004 from 2021. This is a combined total of an increase of $909,057 from the City's governmental activities and an increase of $3,929,947 from the business-type activities.

- The City's gross sales tax (on cash basis) increased 3.5% from $5,891,068 in fiscal year 2021 to $6,095,299 (General Fund) in fiscal year 2022.

- To promote economic development, the City continued its partnership for an eighth year with the Tri-County Lodging Association to promote the City of Osage Beach through an advertising campaign. The Annual Easter Egg Hunt returned in 2022 and the Annual Fall Festival was a success with the addition of food trucks. A barbecue events is expected to be added to the Fall Festival in 2023.

- TSG Osage Beach, LLC Tax Increment Financing (TIF) – City Ordinance 17.43 adopted the Staenberg Group (TSG), TIF Plan as amended with recommendations from the Osage Beach TIF Commission on May 11, 2017. The project will redevelop the 14-acre site previously known as The Golden Door motel, Jake's Steak and Fish restaurant and two abandoned single-family homes. The financing proposed for this TIF is a "pay as you go" plan. The developer's investment is proposed to be $30,500,000. The approved reimbursable project cost is estimated at $4,550,000 which is 14.9% of the total project costs. This project started July 2022. Due to the COVID-19 pandemic, the deadline for substantial completion of the project was extended. In November of 2022 Hobby Lobby opened for business, adding 50,000 square feet of retail space to the City.

- American Rescue Plan Act of 2021 (ARPA) – On August 9, 2021, the City was awarded $941,531 in total ARPA funds. In 2021, the City received half and the balance with the remaining half received in 2022. As of December 31, 2022, no eligible ARPA costs were incurred. Eligible costs must be obligated by December 31, 2024, and expensed by December 31, 2026. The City's 2023 budget includes budgeting the use of all funds to be expensed in the Sewer Fund for capital projects.

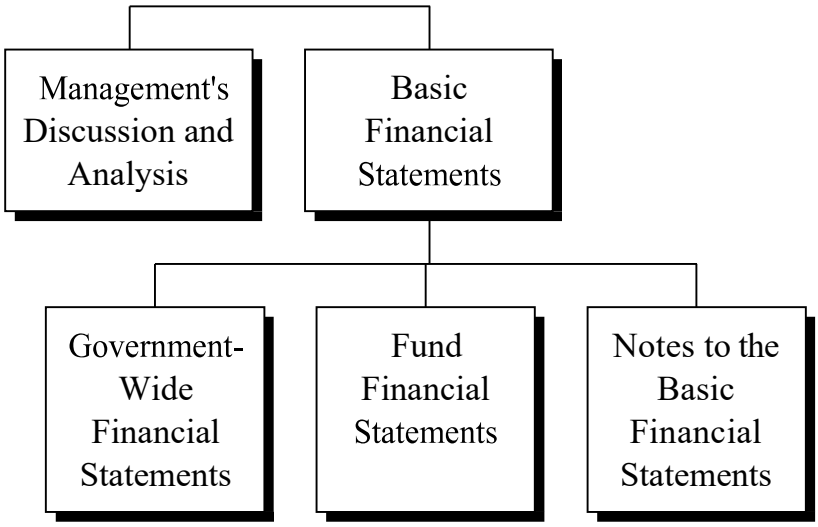
- On November 8, 2022, the voters of Missouri passed Amendment 3 – Recreational Marijuana. and it has now become part of the Missouri Constitution, Article XIV. Various changes to the City's code will be addressed in 2023.

OVERVIEW OF FINANCIAL STATEMENTS

The financial reports consist of the management's discussion and analysis, the basic financial statements, required supplementary information and statistical information.

The basic financial statements include two kinds of statements that present different views of the City. The first statements are government–wide financials that provide both long-term and short-term information about the City's overall financial status. These statements are prepared on a full accrual basis of accounting to present information in a more corporate-like presentation on individual parts of the government. The remaining statements are the fund financial statements that focus on individual parts of City government and report in more detail.

Required Components of the Annual Financial Report



Basic Financial Statements

The first two statements in the basic financial statements are government-wide financial statements (the Statement of Net Position and the Statement of Activities). The government-wide financial statements are designed to provide the reader with a broad overview of the City's finances, similar in format to a financial statement of a private-sector business. The government-wide statements provide short and long-term information about the City's financial status.

The next statements are the fund financial statements. These statements focus on the activities of the individual parts of the City's government. These statements provide more detail than the government-wide statements. There are two parts to the fund financial statements: 1) the governmental funds statements and 2) the proprietary funds statements.

The next section of the basic financial statements is the notes to the basic financial statements. The notes to the financial statements explain in detail some of the data contained in those statements. After the notes, required supplemental information is provided to show details about the City's performance relative to the budget and schedules of other post-employment benefits.

Government-Wide Financial Statements

The government-wide financial statements present the financial picture of the City from the economic resources' measurement focus using the accrual basis of accounting. The statements present governmental activities and business-type activities, as well as the City's component unit separately. These statements include certain infrastructure as well as all known liabilities (including long-term debt). Additionally, certain eliminations have occurred as prescribed by the statement regarding inter fund activity, payables, and receivables.

The statement of net position and the statement of activities report the City's net position and the resulting changes. Net position is the difference between assets and deferred outflows of resources and liabilities and deferred inflows of resources, which is one way to measure the City's financial health or financial assets.

Over time, increases or decreases in the City's net position is a useful indicator of whether its financial position is improving or deteriorating. Other non-financial factors to consider when assessing the overall health of the City are changes in the City's sales tax base and the condition of the City's capital assets (roads, buildings, and water and sewer lines).

The statement of activities distinguishes the City's functions that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a portion of their costs through user fees and charges (business-type activities).

Governmental activities – Most of the City's basic services are reported in this category, including General Administration, Finance, Public Safety, Transportation and Parks. Sales taxes, franchise fees, user fees, interest income, and grants finance these activities.

Business-type activities – The City charges fees to customers to cover most of the cost of services it provides. The Combined Water and Sewer Fund, Ambulance Fund, Lee C. Fine Airport Fund and Grand Glaize Airport Fund are reported in this activity.

Component Unit – The City's component unit activities are reported in this category.

Fund Financial Statements

The City uses two types of funds to manage its resources: governmental funds and proprietary funds. A fund is a fiscal entity with a set of self-balancing accounts recording financial resources, together with all related current liabilities and residual equities and balances, and the changes therein. These accounting entities are separated for the purpose of carrying out specific activities or attaining certain objectives in accordance with regulations, restrictions, or limitations.

Governmental Funds – Most of the City's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund financial statements provide a detailed short-term view of the City's general governmental operations and the basic services it provides. Governmental fund information helps determine whether there are more or fewer financial resources that can be spent soon to finance the City's programs. The relationships or differences of activities reported in the Governmental Fund Financial Statements versus that reported in the Government-Wide Financial Statements are explained in the reconciliation schedules following the Governmental Fund Financial Statements.

Proprietary Funds – When the City charges customers for the services it provides to cover the cost of operations, these activities are generally reported in proprietary funds. Proprietary funds are reported in the same way that all activities are reported in the government-wide statement of net position and the statement of activities. In fact, the City's enterprise funds are the same as the business-type activities reported in the government-wide statements but provide more detail and additional information, such as cash flows for proprietary funds.

Notes to the Basic Financial Statements – The notes provide additional information essential for a full understanding of the data provided in the government-wide and fund financial statements.

Other Information – In addition to the basic financial statements and accompanying notes, this report includes certain required supplementary information concerning budgetary comparison schedules for the major governmental funds and schedule of changes in total OPEB liability.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As mentioned earlier, net position may serve as a useful indicator of the City's financial position. At the close of December 31, 2022, the City's assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by $101,946,711. The largest portion of the City's net position, $80,753,214 (79%), reflects its net investment in capital assets (i.e., land, buildings, machinery, and equipment) less any related debt used to acquire those assets that are still outstanding. The net investment in capital assets as a percentage of net position was the same percentage as 2021. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City of Osage Beach's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources since the capital assets themselves cannot be used to liquidate these liabilities.

The following table reflects the condensed Statement of Net Position as of December 31, 2022 and December 31, 2021:

CITY OF OSAGE BEACH STATEMENT OF NET POSITION

	Governmental Activities		Business-type Activities		Total	
	2022	2021	2022	2021	2022	2021
Current and other assets	$ 16,388,683	$ 14,092,160	$ 8,161,688	$ 8,384,816	$ 24,550,371	$ 22,476,976
Capital assets	30,241,450	30,958,777	53,781,944	52,149,338	84,023,394	83,108,115
Total assets	46,630,133	45,050,937	61,943,632	60,534,154	108,573,765	105,585,091
Deferred outflows of resources:						
Deferred charge on refunding	-	-	-	64,109	-	64,109
Other post employment benefits	68,176	79,264	26,250	23,394	94,426	102,658
Total deferred outflows of resources	68,176	79,264	26,250	87,503	94,426	166,767
Long-term debt	374,434	610,203	3,280,461	6,041,796	3,654,895	6,651,999
Other liabilities	1,755,375	1,280,479	759,340	599,427	2,514,715	1,879,906
Total liabilities	2,129,809	1,890,682	4,039,801	6,641,223	6,169,610	8,531,905
Deferred inflows of resources:						
Leases	351,093	-	-	-	351,093	-
Other post employment benefits	147,565	78,734	53,212	33,512	200,777	112,246
Total deferred inflows of resources	498,658	78,734	53,212	33,512	551,870	112,246
Net position:						
Net investment in capital assets	30,211,999	30,744,058	50,541,215	46,176,263	80,753,214	76,920,321
Restricted	9,392,105	8,511,485	985,850	1,761,831	10,377,955	10,273,316
Unrestricted	4,465,738	3,905,242	6,349,804	6,008,828	10,815,542	9,914,070
Total net position	$ 44,069,842	$ 43,160,785	$ 57,876,869	$ 53,946,922	$101,946,711	$ 97,107,707

The increase in governmental activities of $909,057 (2%) is less than the 2021 increase of $1,606,937. Expenses remained steady for the year; sales tax increased from 2021 and final ARPA funds were received by the City. Transfers to business-type activities increased $1,063,000 for the year. The increase in business-type activities of $3,929,947 (7%) compared to last year's increase of $2,817,266 reflects increases in transfers from governmental activities and increases in grant revenues.

The following table reflects the revenues and expenses from the City's activities for the years ended December 31, 2022 and 2021:

CITY OF OSAGE BEACH
CHANGE IN NET POSITION

	Governmental Activities		Business-type Activities		Total	
	2022	2021	2022	2021	2022	2021
Revenues:						
Program revenues:						
Charges for services	$ 877,608	$ 1,025,612	$ 6,659,349	$ 6,371,475	$ 7,536,957	$ 7,397,087
Operating grants and contributions	469,083	141,558	160,083	282,778	629,166	424,336
Capital grants and contributions	-	-	2,802,171	2,181,638	2,802,171	2,181,638
General revenues:						
Sales taxes	12,200,262	11,904,761	-	-	12,200,262	11,904,761
Franchise taxes	968,780	908,936	-	-	968,780	908,936
Other taxes	276,546	246,403	-	-	276,546	246,403
Interest earnings	190,697	53,446	71,863	26,960	262,560	80,406
Administrative charges	-	-	-	-	-	-
Other revenues	157,823	156,983	171,737	90,167	329,560	247,150
	15,140,799	14,437,699	9,865,203	8,953,018	25,006,002	23,390,717
Expenses:						
General government	2,684,719	2,840,042	-	-	2,684,719	2,840,042
Public safety	3,585,603	3,107,327	-	-	3,585,603	3,107,327
Parks and recreation	796,884	688,281	-	-	796,884	688,281
Information technology	459,953	385,592	-	-	459,953	385,592
Streets and highw ays	3,344,376	3,510,342	-	-	3,344,376	3,510,342
Interest on long-term debt	207	2,178			207	2,178
Water and sew er	-	-	6,591,431	6,120,253	6,591,431	6,120,253
Ambulance	-	-	743,502	643,214	743,502	643,214
Airports	-	-	1,960,323	1,669,285	1,960,323	1,669,285
Total expenses	10,871,742	10,533,762	9,295,256	8,432,752	20,166,998	18,966,514
Change in net position before transfers	4,269,057	3,903,937	569,947	520,266	4,839,004	4,424,203
Transfers	(3,360,000)	(2,297,000)	3,360,000	2,297,000	-	-
Change in net position	909,057	1,606,937	3,929,947	2,817,266	4,839,004	4,424,203
Net position, beginning	43,160,785	41,553,848	53,946,922	51,129,656	97,107,707	92,683,504
Net position, ending	$ 44,069,842	$ 43,160,785	$ 57,876,869	$ 53,946,922	$ 101,946,711	$ 97,107,707

Governmental Activities

Governmental activities increased the City's net position by $909,057.

- Sales taxes increased 2.5% compared to 2021.
- Charges for services, under the General Government program, increased 38% primarily due to a change in Administrative Reimbursement being moved from the general revenue category to charges for services.
- Investment earnings increased 257%, or $137,251, due to improved interest rates and increases in account balances.
- Administrative reimbursement charges for services increased $48,500.
- General government overall expenses decreased $155,323 (5%). The completion of Prewitt's Point TIF and the reduction of TIF expense of $389,319 offset increases in other departments.

The following table shows expenses and net cost of the governmental activities for the year ended December 31, 2022. The purpose of this table is to measure gross expenses against charges for services and grants and other funding.

CITY OF OSAGE BEACH
NET COST OF GOVERNMENTAL ACTIVITIES

	Total Cost of Services	Net Cost of Services
General government	$ 2,684,719	$ (1,977,869)
Public safety	3,585,603	(3,447,510)
Parks and recreation	796,884	(706,284)
Information technology	459,953	(459,953)
Streets and highways	3,344,376	(2,933,228)
Interest on long-term debt	207	(207)
	$ 10,871,742	$ (9,525,051)

As previously noted, expenses from governmental activities totaled $10,871,742. However, net costs of these services were $9,525,051. The difference represents direct revenues received from charges for services of $877,608 and operating grants of $469,083. Revenue covered 12% of cost in 2022 compared to 7% in 2021. Operating grants and contributions include overtime reimbursements associated with DWI programs and contributions for the City's events.

Business-Type Activities

Business-type activities net position increased by $3,929,947. Total revenues increased $912,185 (10%) and total expenses increased $862,504 (10%) compared to the prior year. Operating grants decreased $122,695 while capital grants and contributions increased $620,533 over 2021. This increase is a result of the Lee C. Fine Airport apron reconstruction project beginning in 2021. Water and Sewer revenues increased $44,274 (1%) and expenses increased $471,178 (8%); operating loss was $1,621,173.

FINANCIAL ANALYSIS OF THE CITY'S MAJOR FUNDS

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of usable resources. Such information is useful in assessing the City of Osage Beach's financial requirements.

General Fund – The General Fund is the main operating fund of the City. The General Fund includes legislative expenditures, General Administration, City Attorney, Municipal Court, City Treasurer, City Clerk, Building Official, Police, Communications, Parks, Economic Development, Planning, Engineering and Information Technology activities for the City. All these activities are provided to and benefit all the citizens equally and equitably. This area tends to work on the quality of life and the protection of the citizens and assets of the citizens as a group. At the end of the current fiscal year, the total fund balance of the General Fund was $4,890,100, an increase of $589,914 over the beginning balance of $4,300,196. General Fund total revenues increased 2%. Sales tax, interest, and charges for services increased in 2022 but building permits decreased 47% during the year because of reduced permitting for both residential and commercial projects. The unassigned General Fund balance at year-end was $4,680,243.

Transportation Fund – This fund is established pursuant to the Missouri Constitution Article IV, Section 30(a)(2) [State Gas Tax], Revised Missouri Statutes 94.745 (City ½ cent sales tax). It is used for transportation purposes within the City. This fund provides for the maintenance and expansion of transportation needs of our citizens. Included in this fund are repair and maintenance of the existing public road system and upgrades to the local transportation system. At the end of the current fiscal year, total fund balance of the Transportation Fund was $6,059,835, an increase of $333,599 from the beginning balance of $5,726,236. Transportation Fund total revenues increased 13% primarily due to an increase in intergovernmental revenue from the Special Road District. Expenditures increased 24% due to increased capital outlay for the year. The largest project was Industrial Drive with a total project cost of $1,215,304. The Transportation Fund balance was restricted for highways and streets at year-end other than the nonspendable portion of $10,316 which related to prepaid items and $9,919 which is invested in inventory. The restricted fund balance of $6,039,600 reflects the City's goal to plan, save and complete construction projects and future street/sidewalk projects.

Capital Improvement Sales Tax Fund – This fund is established as required under the Revised Missouri Statutes 94.577. The monies collected here are from a ½ cent general sales tax. The Mayor and Board of Aldermen, by ordinance, have committed these funds to help offset the debt service cost of the water and sewer system. As of the close of the current fiscal year, the City's Capital Improvement Sales Tax Fund reported an ending fund balance of $3,332,270, an increase of $544,843 from the beginning balance of $2,787,427. The Capital Improvement Sales Tax Fund balance was restricted for capital improvements/debt service at year-end. The fund balance increase was primarily due to increases in sales tax (2%); expenses/transfers to other funds were less than total revenue for the year.

General Fund Budget Highlights – Each fiscal year, the City formally adopts its budget prior to the beginning of the fiscal year. If necessary, the original budget is amended to appropriate unspent funds before the current fiscal year ends. The total original expenditure budget of $8,390,686 was amended to $8,428,878 during the fiscal year. On a budgetary basis, which can be found in the Required Supplementary Information, the revenues and other sources compared to expenditures and other uses, resulted in an increase of $516,599 in fund balance. Actual revenues were greater than budgeted revenue by $24,603. Actual expenditures were under the budgeted amount of $1,355,572. The decline in spending was spread throughout most of the departments.

Proprietary Funds

Combined Water and Sewer Fund – The Sewer Fund was created in 1985 to account for revenues and expenses associated with the operation of the sewer system. A City water system was started in 1998 and changed the Sewer Fund into a combined fund. This fund was established under the bond ordinances to segment the operations of the combined Water and Sewer Fund from other activities of the City. The combined Water and Sewer Fund is based on a user fee system where the individuals and businesses utilizing the services pay a fee based upon a portion of the estimated cost of operation of the water and sewer utilities. This fee is subsidized by transfers in from the Capital Improvement Sales Tax Fund to offset debt service costs. At the end of the current fiscal year, total net position of the Water and Sewer Fund was $44,662,242, an increase of $882,683 over the beginning balance of $43,779,559. The increase in net position is primarily due to Capital Improvement Sales Tax Fund transfers. Transfers of $2,415,000 were $490,000 greater than 2021. The unrestricted net position in the Water and Sewer Fund at year-end was $5,424,559. No rate increases were approved during the year.

Ambulance Fund – This fund was established by a Board directive in order to track the costs of ambulance service to the citizens of Osage Beach. The City began operating an ambulance service in 1984. The fund receives its revenues from user fees. Fees are not enough to cover the cash flow of operation, nor do they cover the non-cash cost (depreciation). The differences in cash payouts are made up by transfers from the General Fund. At the end of the current fiscal year, the total net position of the Ambulance Fund was $448,987. The unrestricted Ambulance Fund net position at year-end was $409,578, an increase of $189,186. Operating expenses increased 16% mainly due to personnel services (pay increases). Transfers from the General Fund of $555,000 were necessary to maintain net position of $197,637. No rate increases were approved during the year.

Lee C. Fine Airport Fund – This fund was established in 1999 by Board directive in order to track the costs of airport service to the public. The fund receives its revenues from user fees. The differences in cash payouts are made up by transfers from the General Fund or the Transportation Sales Tax Fund. At the end of the current fiscal year, the total net position balance of the Lee C. Fine Airport Fund was $11,655,238, an increase of $2,780,789 from the beginning balance of $8,874,449. The net position increase is a result of the apron reconstruction project starting in 2021 and capital grants received ($2,802,171). The unrestricted net position of the Lee C. Fine Airport Fund at year-end was $321,246.

Grand Glaize Airport Fund – This fund was established in 1999 by Board directive in order to track the costs of airport services to the public. The fund receives its revenues from user fees. The differences in cash payouts are made up by transfers from the General Fund or the Transportation Fund. At the end of the current fiscal year, total net position of the Grand Glaize Airport Fund was $1,110,402, an increase of $68,838 from the beginning balance of $1,041,564. The unrestricted net position of Grand Glaize Fund at year-end was $194,421. The Transportation Sales Tax Fund transferred $190,000 to offset the operating loss of $121,162.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

The amount invested in capital assets for the City as of December 31, 2022, was $84,023,394, net of accumulated depreciation. This amount includes all infrastructure assets acquired during 2022 and prior years (construction in progress) street infrastructure. Capital assets increased $915,279 during the year. This change reflects that investment in capital assets, with the assistance of grants, offset the depreciation expense in both governmental activities and business-type activities. The following chart breaks down the City's capital asset balance into various categories of assets. Additional information regarding the City's capital assets can be found in Note 5.

CITY OF OSAGE BEACH CAPITAL ASSETS

Capital assets, net of accumulated depreciation

	Governmental Activities		Business-type Activities		Total	
	2022	2021	2022	2021	2022	2021
Land	$ 1,854,267	$ 1,854,267	$ 897,793	$ 897,793	$ 2,752,060	$ 2,752,060
Construction in progress	1,748,949	893,250	5,506,429	2,550,741	7,255,378	3,443,991
Buildings and improvements	8,031,812	8,025,370	4,765,389	4,765,389	12,797,201	12,790,759
Machinery and equipment	4,752,479	4,583,658	2,440,326	2,193,811	7,192,805	6,777,469
Lease assets - equipment	31,911	-	-	-	31,911	-
Infrastructure	61,602,991	60,512,326	5,426,769	5,426,769	67,029,760	65,939,095
Water system	-	-	36,603,468	36,469,147	36,603,468	36,469,147
Sewer system	-	-	62,716,188	61,415,308	62,716,188	61,415,308
Less accumulated depreciation	(47,780,959)	(44,910,094)	(64,574,418)	(61,569,620)	(112,355,377)	(106,479,714)
Total	$ 30,241,450	$ 30,958,777	$ 53,781,944	$ 52,149,338	$ 84,023,394	$ 83,108,115

Major capital asset transactions during the year included the following:

- The Park Department purchased two zero-turn mowers for $13,168 each and two metal sheds for $3,220 each.
- The Building Department purchased a 2022 Ford F150 extended cab 4WD for $27,707.
- Information Technology purchased two servers for $22,027 each.

- The Police, 911 Communications and Ambulance Departments purchased new 911 Center radio consoles, mobile radios, and portable radios under a three-year lease to purchase at a principal cost of $709,909. The final payment was made in 2022.

- Police Department purchased 13 Toughbook computers at a total cost of $38,192, and two 2022 Ford Interceptors at a total cost of $75,684.

- For Transportation projects, the City completed construction of Mace Road Phase IIB and Greenwood Circle drainage improvements. Autumn Lane, in partnership with the Special Road District, was rebuilt to city code and brought into city inventory. Total infrastructure projects totaled $1,746,395 for the year.

- Water projects included exterior maintenance of the Swiss Village tower for $26,350. Water meters (358) were purchased and installed. The cost of the meters was $134,321.

- Sewer projects included multiple lift station and odor control improvements totaling $415,911. Sewer pumps (240) and control panels, totaled $949,747.

- Water and Sewer combined funds for SCADA improvements of $141,860 for the year, with additional improvements to follow in 2023.

- Lee C. Fine Airport - Engineering for Apron reconstruction was completed during the year and construction is underway. Total expensed in 2022 for this project was $3,005,425; 95% of this was reimbursed through grant funding.

- Lee C. Fine Airport purchased a 2008 Fuel Truck for $103,550 and a zero-turn mower for $11,400.

- Grand Glaize Airport purchased a 2000-gallon fuel tank for $40,272. $20,000 was paid in 2022 with the balance to be paid in 2023.

Debt Administration

The gross debt on December 31, 2022, was $3,240,451, a decrease of $2,906,487 compared to 2022. The debt consists of Sewerage and Waterworks Revenue Bonds and a lease obligation. The final payoff year for the bonds is 2026.

CITY OF OSAGE BEACH OUTSTANDING DEBT

	Outstanding Obligations					
	Governmental Activities		Business-type Activities		Total	
	2022	2021	2022	2021	2022	2021
Revenue bonds	$ -	$ -	$ 3,175,000	$ 5,870,000	$ 3,175,000	$ 5,870,000
Lease obligations	29,451	218,922	-	22,016	29,451	240,938
Total	$ 29,451	$ 218,922	$ 3,175,000	$ 5,892,016	$ 3,204,451	$ 6,110,938

Missouri statutes limit the amount of general obligation debt that a unit of government can issue to twenty percent of the total assessed value of taxable property located within the City's boundaries. The legal debt limit for the City of Osage Beach was $62,103,794. Additional information regarding the City's long-term debt can be found in Note 6 of this report.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

The City of Osage Beach's permit activity decreased 30% compared to 2021. The decrease was due to a large condominium project in 2021 (TopSider Condominium Complex), The 2022 activity was slightly more than the 5-year average of $23,442,519. The Building Inspection Department issued 78 commercial permits and 88 residential permits, representing investment in our community of $23,850,163. At the end of 2022, the City issued 1361 business and occupational licenses (up 2% from 2021).

Despite interest rates and inflation rising, the City expects continued investment into the community by new and existing businesses through various expansions as seen during 2022.

The unemployment rate for the City was 2.9% (Camden and Miller County average) on December 31, 2022, which is lower compared to last year's rate of 4.3%. This rate is slightly higher than the State of Missouri (2.7%) and lower than the national average of 3.5%.

The above factors were considered in preparing the City's budget for the 2023 fiscal year.

The City appropriated $11,623,794 for spending in the General Fund 2023 budget. Compared to the 2022 actual of $7,960,586, budgeted expenditures and transfers will increase 46%. Of the total appropriated in the General Fund, $2,460,765 is budgeted for capital expenditures. The budget includes a 5% increase in sales tax revenue during the 2023 fiscal year compared to estimated revenue in 2022. Merit increases will be granted to employees in 2023 based on the Matrix Plan and employee job performance, plus a 3.75% up to 5.25% premium. The General Fund's capital expenditures include parking lot additions to both city parks, three new police vehicles with equipment, parking lot rehab, emergency exit, sidewalk repairs and six new heat pumps for City Hall, and two computer servers.

There are proposed utility rate increases for the Water and Sewer Fund, to take effect in May of 2023. Water rates are proposed to increase 11% and Sewer to increase 13% and are included in the 2023 Operating Budget.

REQUESTS FOR INFORMATION

This financial report is designed to provide the reader with a general overview of the City's finances. Questions or requests for more information concerning any of the information provided in this report should be directed to Karri Bell, City Treasurer (kbell@osagebeach.org), City of Osage Beach, 1000 City Parkway, Osage Beach, Missouri 65065, or call (573) 302-2000, extension 1030.

CITY OF OSAGE BEACH, MISSOURI
Statement of Net Position
December 31, 2022

	Primary Government			
	Governmental Activities	Business-type Activities	Total	Component Unit
Assets				
Cash and investments	$ 13,673,052	$ 6,038,256	$ 19,711,308	$ 88,400
Receivables:				
Taxes	1,818,199	-	1,818,199	176,940
Accounts and other	3,911	545,636	549,547	-
Leases	355,425	-	355,425	-
Due from other governments	48,447	229,324	277,771	-
Inventories	9,919	290,464	300,383	-
Prepaids, deposits, and other assets	220,183	72,158	292,341	-
Restricted assets:				
Cash and investments	259,547	985,850	1,245,397	-
Capital assets:				
Not being depreciated	3,603,216	6,404,222	10,007,438	-
Being depreciated, net of depreciation	26,638,234	47,377,722	74,015,956	-
Total assets	46,630,133	61,943,632	108,573,765	265,340
Deferred Outflows of Resources				
Deferred outflows - OPEB	68,176	26,250	94,426	-
Total deferred outflows of resources	68,176	26,250	94,426	-
Liabilities				
Accounts payable	295,257	615,054	910,311	265,340
Accrued liabilities	137,063	69,920	206,983	-
Unearned revenue	1,299,662	-	1,299,662	-
Accrued interest	-	74,366	74,366	-
Payable from restricted assets:				
Customer deposits	19,645	-	19,645	-
Due to others	3,748	-	3,748	-
Long term debt:				
Due within one year	121,528	1,139,077	1,260,605	-
Due in more than one year	131,607	2,117,606	2,249,213	-
OPEB liability	121,299	23,778	145,077	-
Total liabilities	2,129,809	4,039,801	6,169,610	265,340
Deferred Inflows of Resources				
Deferred inflow - leases	351,093	-	351,093	-
Deferred inflows - OPEB	147,565	53,212	200,777	-
Total deferred inflows of resources	498,658	53,212	551,870	-
Net Position				
Net investment in capital assets	30,211,999	50,541,215	80,753,214	-
Restricted :				-
Streets and highways	6,059,835	-	6,059,835	-
Debt service	227,924	985,850	1,213,774	-
Capital improvements	3,104,346	-	3,104,346	-
Unrestricted	4,465,738	6,349,804	10,815,542	-
Total net position	$ 44,069,842	$ 57,876,869	$ 101,946,711	$ -

See accompanying notes to the basic financial statements

CITY OF OSAGE BEACH, MISSOURI
Statement of Activities
For the Year Ended December 31, 2022

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Governmental Activities	Net (Expense) Revenue and Changes in Net Position: Business-Type Activities	Net (Expense) Revenue and Changes in Net Position: Total	Component Unit
Primary government:								
Governmental activities								
General government	$ 2,684,719	$ 668,658	$ 38,192	$ -	$ (1,977,869)	$ -	$ (1,977,869)	$ -
Public safety	3,585,603	121,920	16,173	-	(3,447,510)	-	(3,447,510)	-
Parks and recreation	796,884	87,030	3,570	-	(706,284)	-	(706,284)	-
Information and technology	459,953	-	-	-	(459,953)	-	(459,953)	-
Streets and highways	3,344,376	-	411,148	-	(2,933,228)	-	(2,933,228)	-
Interest on long-term debt	207	-	-	-	(207)	-	(207)	-
Total governmental activities	10,871,742	877,608	469,083	-	(9,525,051)	-	(9,525,051)	-
Business-type activities								
Water/Sewer	6,591,431	4,728,857	160,083	-	-	(1,702,491)	(1,702,491)	-
Ambulance	743,502	362,817	-	-	-	(380,685)	(380,685)	-
Airports	1,960,323	1,567,675	-	2,802,171	-	2,409,523	2,409,523	-
Total business-type activities	9,295,256	6,659,349	160,083	2,802,171	-	326,347	326,347	-
Total primary government	$ 20,166,998	$ 7,536,957	$ 629,166	$ 2,802,171	(9,525,051)	326,347	(9,198,704)	-
Component Unit								
Tax Increment Financing District	$ 1,134,081	$ -	$ -	$ -				(1,134,081)
General revenues:								
Taxes:								
County road taxes					70,898	-	70,898	-
Sales taxes					12,200,262	-	12,200,262	-
Franchise taxes					968,780	-	968,780	-
Motor vehicle and gas taxes					205,648	-	205,648	-
Intergovernmental activity taxes					-	-	-	1,134,081
Unrestricted investment earnings					190,697	71,863	262,560	-
Other					157,823	171,737	329,560	-
Transfers					(3,360,000)	3,360,000	-	-
Total general revenues					10,434,108	3,603,600	14,037,708	1,134,081
Change in net position					909,057	3,929,947	4,839,004	-
Net position, beginning of year					43,160,785	53,946,922	97,107,707	-
Net position, end of year					$ 44,069,842	$ 57,876,869	$ 101,946,711	$ -

See accompanying notes to the basic financial statements

CITY OF OSAGE BEACH, MISSOURI
Balance Sheet - Governmental Funds
December 31, 2022

	General	Transportation Sales Tax	Capital Improvement Sales Tax	Total Governmental Funds
Assets				
Cash and investments	$ 5,076,240	$ 5,910,101	$ 2,686,711	$ 13,673,052
Receivables:				
Taxes	947,707	435,280	435,212	1,818,199
Intergovernmental	-	48,447	-	48,447
Accounts and other	3,911	-	-	3,911
Leases	355,425	-	-	355,425
Inventories	-	9,919	-	9,919
Prepaid items	209,867	10,316	-	220,183
Restricted cash and investments	31,623	-	227,924	259,547
Total assets	$ 6,624,773	$ 6,414,063	$ 3,349,847	$ 16,388,683
Liabilities				
Accounts payable	$ 137,208	$ 140,472	$ 17,577	$ 295,257
Accrued liabilities	123,977	13,086	-	137,063
Unearned revenue	1,098,992	200,670	-	1,299,662
Payable from restricted assets:				
Due to others	3,748	-	-	3,748
Bail bond deposits	3,645	-	-	3,645
Building deposits	16,000	-	-	16,000
Total liabilities	1,383,570	354,228	17,577	1,755,375
Deferred inflows of resources				
Unavailable revenues - leases	351,093	-	-	351,093
Fund balances:				
Nonspendable:				
Inventories	-	9,919	-	9,919
Prepaid items	209,867	10,316	-	220,183
Restricted:				
Debt service	-	-	227,924	227,924
Streets and highways	-	6,039,600	-	6,039,600
Capital improvements	-	-	3,104,346	3,104,346
Unassigned	4,680,243	-	-	4,680,243
Total fund balance	4,890,110	6,059,835	3,332,270	14,282,215
Total liabilities and fund balances	$ 6,624,773	$ 6,414,063	$ 3,349,847	$ 16,388,683

See accompanying notes to the basic financial statements

CITY OF OSAGE BEACH, MISSOURI
Reconciliation of the Balance Sheet - Governmental Funds to the Statement of Net Position
December 31, 2022

Fund balances of governmental funds	$	14,282,215
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and therefore are not reported in the governmental fund statements.		30,241,450
Deferred outflows and inflows related to OPEB activity are not required to be reported in the governmental funds but are required to be reported in the statement of net position		(79,389)
The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction has any effect on net position. Also, governmental funds report the effect of premiums, discounts and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items:		
Accrued compensated absences		(223,684)
Other post employment benefit obligations		(121,299)
Lease liability		(29,451)
Net position of governmental activities	$	44,069,842

See accompanying notes to the basic financial statements

Exhibit D

CITY OF OSAGE BEACH, MISSOURI
Statement of Revenues, Expenditures and
Changes in Fund Balances - Governmental Funds
For the Year Ended December 31, 2022

	General	Transportation Sales Tax	Capital Improvement Sales Tax	Total Governmental Funds
Revenues:				
Taxes				
Sales	$ 6,143,133	$ 3,028,697	$ 3,028,432	$ 12,200,262
Franchise	968,780	-	-	968,780
Motor vehicle fuel and license	-	205,648	-	205,648
County road taxes	-	70,898	-	70,898
Charges for services	720,500	-	-	720,500
Licenses, fines, permits and fees	424,257	2,850	-	427,107
Intergovernmental	48,865	411,148	-	460,013
Interest	75,409	91,519	23,769	190,697
Rental income	73,315	-	-	73,315
Contributions	3,570	-	-	3,570
Miscellaneous	68,427	21,582	-	90,009
Total Revenues	8,526,256	3,832,342	3,052,201	15,410,799
Expenditures:				
Current:				
General government	2,440,995	-	-	2,440,995
Public safety	3,395,415	-	-	3,395,415
Parks and recreation	504,921	-	-	504,921
Information and technology	459,719	-	-	459,719
Streets and highways	-	1,186,666	-	1,186,666
Capital improvements	-	-	92,358	92,358
Capital outlay:				
Projects and equipment	385,096	-	-	385,096
Streets and highways	-	1,925,417	-	1,925,417
Debt service:				
Principal	217,072	107	-	217,179
Interest and fiscal charges	2,368	17	-	2,385
Total Expenditures	7,405,586	3,112,207	92,358	10,610,151
Excess of Revenues Over (Under) Expenditures	1,120,670	720,135	2,959,843	4,800,648
Other financing sources (uses):				
Transfers out	(555,000)	(390,000)	(2,415,000)	(3,360,000)
Lease proceeds	24,244	3,464	-	27,708
Total Other Financing Sources (Uses)	(530,756)	(386,536)	(2,415,000)	(3,332,292)
Net change in fund balances	589,914	333,599	544,843	1,468,356
Fund balances, beginning of year	4,300,196	5,726,236	2,787,427	12,813,859
Fund balances, end of year	$ 4,890,110	$ 6,059,835	$ 3,332,270	$ 14,282,215

See accompanying notes to the basic financial statements

CITY OF OSAGE BEACH, MISSOURI
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances - Governmental Funds to the Statement of Activities
For the Year Ended December 31, 2022

Amounts reported for governmental activities in the statement of activities are different because:	
Net change in fund balances - total governmental funds	$ 1,468,356
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.	
Capital outlay costs in excess of capitalization threshold	2,229,715
Depreciation	(2,950,686)
Disposal of capital assets	(559)
The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction has any effect on net position.	
Principal payments and adjustments on long-term debt	217,179
Changes in accrued interest expense	2,178
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.	
Change in compensated absences and net OPEB liability	(29,418)
Change in net position of governmental activities	$ 909,057

See accompanying notes to the basic financial statements

CITY OF OSAGE BEACH, MISSOURI
Statement of Net Position
Proprietary Funds
December 31, 2022

	Water and Sewer Fund	Ambulance Fund	Lee C. Fine Fund	Grand Glaize Fund	Total
Assets					
Current assets:					
Cash and investments	$ 5,290,044	$ 352,598	$ 218,720	$ 176,894	$ 6,038,256
Accounts receivables (net of allowances for uncollectibles)	406,720	80,247	58,644	25	545,636
Intergovernmental	-	-	229,324	-	229,324
Inventories	198,453	-	69,983	22,028	290,464
Prepaid items	45,861	7,518	10,734	8,045	72,158
Total current assets	5,941,078	440,363	587,405	206,992	7,175,838
Noncurrent assets:					
Restricted cash and investments	985,850	-	-	-	985,850
Capital assets					
Non-depreciable	552,250	-	5,486,429	365,543	6,404,222
Depreciable, net	40,940,312	39,409	5,847,563	550,438	47,377,722
Total noncurrent assets	42,478,412	39,409	11,333,992	915,981	54,767,794
Total assets	48,419,490	479,772	11,921,397	1,122,973	61,943,632
Deferred Outflow of Resources					
Deferred outflows - OPEB	12,166	2,352	9,448	2,284	26,250
Liabilities					
Current liabilities:					
Accounts payable	369,408	4,876	239,793	977	615,054
Accrued liabilities	39,293	14,024	10,579	6,024	69,920
Accrued interest payable	74,366	-	-	-	74,366
Compensated absences	35,797	7,445	3,381	2,454	49,077
Bonds payable	1,090,000	-	-	-	1,090,000
Total current liabilities:	1,608,864	26,345	253,753	9,455	1,898,417
Non-current liabilities:					
Bonds payable	2,117,606	-	-	-	2,117,606
OPEB liability	5,444	2,845	13,774	1,715	23,778
Total non-current liabilities	2,123,050	2,845	13,774	1,715	2,141,384
Total liabilities	3,731,914	29,190	267,527	11,170	4,039,801
Deferred Inflows of Resources					
Deferred inflows - OPEB	37,500	3,947	8,080	3,685	53,212
Net position					
Net investment in capital assets	38,251,833	39,409	11,333,992	915,981	50,541,215
Restricted net position for:					
Debt service	985,850	-	-	-	985,850
Unrestricted	5,424,559	409,578	321,246	194,421	6,349,804
Total net position	$ 44,662,242	$ 448,987	$ 11,655,238	$ 1,110,402	$ 57,876,869

See accompanying notes to the basic financial statements

CITY OF OSAGE BEACH, MISSOURI
Statement of Revenues, Expenses and Changes in Fund Net Position
Proprietary Funds
For the Year Ended December 31, 2022

	Water and Sewer Fund	Ambulance Fund	Lee C. Fine Fund	Grand Glaize Fund	Total
Operating revenues:					
Charges for services	$ 4,728,857	$ 362,817	$ 1,207,240	$ 178,228	$ 6,477,142
Rental income	-	-	115,884	66,323	182,207
Total operating revenues	4,728,857	362,817	1,323,124	244,551	6,659,349
Operating expenses:					
Costs of sales and services	981,342	35,899	906,738	147,041	2,071,020
Administration	462,564	91,897	50,118	21,642	626,221
Personnel services	1,195,378	560,246	246,905	151,044	2,153,573
Repairs and maintenance	916,108	12,274	26,241	12,001	966,624
Insurance	97,614	13,370	13,653	8,670	133,307
Depreciation and amortization	2,697,024	29,816	350,955	25,315	3,103,110
Total operating expenses	6,350,030	743,502	1,594,610	365,713	9,053,855
Operating income (loss)	(1,621,173)	(380,685)	(271,486)	(121,162)	(2,394,506)
Nonoperating revenues (expenses):					
Interest and investment earnings	71,863	-	-	-	71,863
Interest expense and fiscal charges	(206,068)	-	-	-	(206,068)
Non-operating grants and contributions	160,083	-	-	-	160,083
Gain (loss) on disposal of capital assets	(35,333)	-	-	-	(35,333)
Miscellaneous revenue	98,311	23,322	50,104	-	171,737
Total nonoperating revenues (expenses)	88,856	23,322	50,104	-	162,282
Loss before capital grants and transfers	(1,532,317)	(357,363)	(221,382)	(121,162)	(2,232,224)
Capital grants	-	-	2,802,171	-	2,802,171
Transfers in	2,415,000	555,000	200,000	190,000	3,360,000
Change in net position	882,683	197,637	2,780,789	68,838	3,929,947
Total net position, beginning of year	43,779,559	251,350	8,874,449	1,041,564	53,946,922
Total net position, end of year	$ 44,662,242	$ 448,987	$ 11,655,238	$ 1,110,402	$ 57,876,869

See accompanying notes to the basic financial statements

CITY OF OSAGE BEACH, MISSOURI
Statement of Cash Flows
Proprietary Funds
For the Year Ended December 31, 2022

	Water and Sewer Fund	Ambulance Fund	Lee C. Fine Fund	Grand Glaize Funds	Total
Cash flows from operating activities:					
Receipts from customers and others	$ 4,969,926	$ 381,572	$ 1,156,001	$ 244,547	$ 6,752,046
Payments for goods and services	(2,044,441)	(104,782)	(907,798)	(182,678)	(3,239,699)
Payments on behalf of employees for services	(1,155,210)	(559,281)	(240,194)	(151,980)	(2,106,665)
Payments for interfund services used	(337,500)	(49,000)	(46,000)	(18,000)	(450,500)
Net cash provided by (used in) operating activities	1,432,775	(331,491)	(37,991)	(108,111)	955,182
Cash flows from noncapital financing activities:					
Transfers in (out)	2,415,000	555,000	200,000	190,000	3,360,000
Net cash flows provided by (used in) noncapital financing activities	2,415,000	555,000	200,000	190,000	3,360,000
Cash flows from capital and related financing activities:					
Acquisition and construction of capital assets	(1,620,051)	(16,251)	(3,050,638)	(20,000)	(4,706,940)
Capital grants	-	-	2,802,171	-	2,802,171
Principal paid on capital debt	(2,700,000)	(22,016)	-	-	(2,722,016)
Interest and fees paid on capital debt	(314,946)	(223)	-	-	
Net cash flows provided by (used in) capital and related investing activities	(4,634,997)	(38,490)	(248,467)	(20,000)	(4,626,785)
Cash flows from investing activities					
Interest received	71,863	-	-	-	71,863
Net change in money market mutual funds and guaranteed investment contracts	1,414,896	-	-	-	1,414,896
Net cash provided by (used in) investing activities	1,486,759	-	-	-	1,486,759
Net increase (decrease) in cash and cash equivalents	699,537	185,019	(86,458)	61,889	1,175,156
Cash and equivalents, beginning of year	4,362,583	167,579	305,178	115,005	4,950,345
Cash and equivalents, end of year	5,062,120	352,598	218,720	176,894	6,125,501
Investments	1,213,774	-	-	-	1,213,774
Total cash and investments reported on the Statement of Net Position	$ 6,275,894	$ 352,598	$ 218,720	$ 176,894	$ 7,024,106
Cash and investments reported on the Statement of Net Position					
Cash and investments	$ 5,290,044	$ 352,598	$ 218,720	$ 176,894	$ 6,038,256
Restricted cash and investments	985,850	-	-	-	985,850
Total cash and investments	$ 6,275,894	$ 352,598	$ 218,720	$ 176,894	$ 7,024,106
Reconciliation of operating income (loss) to net cash provided by (used in) operating activities:					
Operating income (loss)	$ (1,621,173)	$ (380,685)	$ (271,486)	$ (121,162)	$ (2,394,506)
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operations:					
Depreciation and amortization	2,697,024	29,816	350,955	25,315	3,103,110
Miscellaneous revenues	98,311	23,322	50,104	-	171,737
Non-operating grants and contributions	160,083	-	-	-	160,083
Change in accounts receivable	(17,325)	(4,567)	(217,227)	(4)	(239,123)
Changes in inventory	(45,974)	-	(22,482)	(10,832)	(79,288)
Changes in prepaid items	(3,203)	(1,665)	(4,448)	(4,054)	(13,370)
Changes in accounts payable and accrued liabilities	163,237	1,941	75,199	2,289	242,666
Changes in OPEB and related deferred outflows and inflows	1,795	347	1,394	337	3,873
Total adjustments	3,053,948	49,194	233,495	13,051	3,349,688
Net cash provided by (used in) operating activities	$ 1,432,775	$ (331,491)	$ (37,991)	$ (108,111)	$ 955,182

See accompanying notes to the basic financial statements

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The following is a summary of significant accounting policies employed in the preparation of the accompanying financial statements, as presented on the basis set forth in Governmental Accounting Standards Board (GASB) Statement No. 34, *Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments*.

A. Reporting Entity

The City of Osage Beach, Missouri (the City) was incorporated in 1959 and covers an area of approximately ten square miles in Camden and Miller Counties, Missouri. The City is governed by an elected Mayor and an elected six-member Board of Aldermen, who in turn appoint a City Administrator, City Clerk, Police Chief, Building Official, City Treasurer, City Planner, City Engineer and City Attorney. The City provides services to its more than four thousand residents in many areas including: law enforcement, water and sewer services, ambulance, airports, and economic development. These services do not include education, which is provided by separate governmental entities.

The basic financial statements of the City include all of the funds relevant to the operations of the City. The financial statements presented herein do not include agencies which have been formed under applicable state laws or separate and distinct units of government apart from the City that have been determined not to be component units as defined by GASB Statement No. 61, *The Financial Reporting Entity: Omnibus*.

Component units are legally separate organizations for which the elected officials of the primary government are financially accountable. Financially accountable means the primary government is able to impose its will or the component unit may provide financial benefits or impose a financial burden on the primary government. In addition, component units can be other organizations for which the nature and significance of the relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading if excluded.

As required by generally accepted accounting principles, the City has evaluated the above criteria to determine whether any other entity meets the definition of a component unit and must be included in these financial statements. The Tax Increment Financing District (the District) is responsible for encouraging development of commercial enterprises in the District. The members of the District's governing board are appointed by various political subdivisions which levy taxes in the District. The City is financially accountable for the District as the City appoints a voting majority to the District's governing board and is able to impose its will on the organization through approval or rejection of plans and projects recommended by the District's governing board.

The District is presented as a discretely presented component unit in the basic financial statements. The District maintains only one fund, a governmental fund type, and does not issue separately prepared financial statements.

B. Fund Accounting

The government-wide financial statements (i.e. the statement of net position and the statement of activities) report information on all of the City. The effect of interfund activities has been removed from these statements. Interfund services provided and used are not eliminated in the process of consolidation. Governmental activities, which normally are supported by taxes, intergovernmental revenues, and other non-exchange transactions, are reported separately from business-type activities, which rely to a significant extent on fees and charges to external parties.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate fund financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual proprietary funds are reported as separate columns in the fund financial statements. Each individual fund of the City is considered to be a major fund.

The City uses funds to report its financial position and results of its operations in the fund financial statements. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities. A fund is a separate accounting entity with a self-balancing set of accounts. Funds are classified into three categories: governmental, proprietary and fiduciary. The City has no fiduciary funds.

The City reports the following major governmental funds:

General Fund – This fund is the general operating fund of the City. It is used to account for all financial resources except those required to be accounted for in another fund.

Transportation Sales Tax Fund – This special revenue fund accounts for funds provided from a one-half of one percent sales tax restricted as to use for ongoing maintenance and construction of streets.

Capital Improvement Sales Tax Fund – This special revenue fund accounts for funds provided by a one-half of one percent sales tax restricted as to use to subsidize debt service for the water and sewer systems. In addition, this fund may be used in the future for other capital projects, as voter approved.

The City reports the following major proprietary funds:

Water and Sewer Fund – This enterprise fund accounts for the provision of water and sewer services to the residents of the City. All activities necessary to provide such services are accounted for in this fund, including, but not limited to, administration, operations, maintenance, financing and related debt service, and collection.

Ambulance Fund – This enterprise fund accounts for the operation of the City's ambulance response service.

Lee C. Fine and Grand Glaize Funds – These enterprise funds account for the operation of the City's two airports.

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation

Government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned, and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60-days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, interest and principal on general long-term debt are recognized when due.

Sales tax, franchise tax, interest, and revenues from other governmental units associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the government.

All proprietary funds are accounted for using the accrual basis of accounting. These funds account for operations that are primarily financed by user charges. The economic resource measurement focus concerns determining costs as a means of maintaining the capital investment and management control. Revenues are recognized when they are earned, and their expenses are recognized when they are incurred. Allocations of costs, such as depreciation, are recorded in proprietary funds.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's ongoing operations. Operating expenses include the costs of services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

The City's general spending prioritization policy is to consider restricted resources to have been used first, followed by committed, assigned, and unassigned amounts when expenditures have been incurred for which resources in more than one classification could be used.

Sometimes the City will fund outlays for a particular purpose from both restricted (i.e. restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

D. Budgets

Budgets are adopted on a basis consistent with U.S. generally accepted accounting principles. Annual appropriated budgets are adopted for all governmental fund types on the modified accrual basis. All annual appropriations lapse at year-end.

E. Pooled Cash and Cash Equivalents

The City maintains a cash money-market pool that is used by all funds. Interest income is allocated to each fund in proportion to each fund's ownership of the pool each month. For purposes of the statement of cash flows, all highly liquid investments with an original maturity of three months or less when purchased are considered to be cash equivalents. Because a statement of cash flows is prepared only for proprietary funds under generally accepted accounting principles, cash and cash equivalents are distinguished only for those funds. Investments are stated at fair value, determined by quoted market prices. State statutes authorize the City to invest in obligations of the U.S. Treasury, commercial paper, corporate bonds, repurchase agreements, collateralized certificates of deposit and the State Treasurer's Investment Pool.

F. Receivables

Receivables consist primarily of taxes, franchise fees, interest, and water and sewer charges. They are shown net of estimated uncollectible amounts.

G. Lease Arrangements

The City implemented Government Accounting Standards Board (GASB) Statement No. 87, Leases, effective for the year ended December 31, 2022. The statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement increases the usefulness of the City's financial statements by requiring recognition of certain lease assets and liabilities for leases that were previously classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. The Statement establishes a single model for lease accounting based on the foundational principle that leases are financing of the right to use and underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about the City's leasing activities.

H. Inventories

Inventories, which consist of airport fuel, materials, and supplies, are recorded on the purchases method and are stated at cost using the first-in, first-out method.

I. Prepaid Items

Prepaid items represent the payment of insurance premiums and other information technology related services for coverage that benefits more than one fiscal period. The premium amount is being amortized over the policy period following the consumption method.

J. Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (i.e. roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. In the governmental fund statements, capital assets are charged to expenditures as purchased and capitalized in the proprietary fund statements. All capital assets are valued at historical cost or estimated historical cost if the actual historical cost is not available. Donated capital assets are valued at their acquisition value on the date donated.

Capital assets are defined by the City as assets with an initial individual cost of $2,000 or more and an estimated useful life in excess of five years. Additions or improvements and other capital outlays that significantly extend the useful life of an asset or that significantly increase the efficiency or capacity of an asset are capitalized. Other costs, such as capital outlays incurred for repairs and maintenance, are expensed as incurred.

Depreciation on exhaustible assets is recorded as an allocated expense in the statement of activities with accumulated depreciation reflected in the statement of net position. Depreciation is provided on the straight-line basis over the following estimated useful lives:

Buildings and improvements	20 – 40 years
Office furniture, fixture, and equipment	5 – 10 years
Transportation equipment	5 years
Sewage collection systems	20 – 40 years
Treatment plant	40 years
Water systems	40 years
Infrastructure – streets/roads	20 – 25 years

The cost of assets disposed or sold, and the related amounts of accumulated depreciation, are eliminated from the accounts in the year of disposal or sale and any resulting gain or loss is reflected in the basic financial statements.

Fully depreciated capital assets are included in the capital assets accounts until their disposal or sale.

K. Compensated Absences

It is the City's policy to permit employees to accumulate earned but unused vacation and personal leave benefits. All unused vacation must be used within one year. Employees that leave the City in good standing after ten (10) years of service and have accrued more than six (6) weeks (240 hours) of personal leave may convert their personal leave hours to 401A retirement dollars based on the following vesting schedule. The personal leave conversion for personnel employed with the City is limited to 25% for ten (10) years through fourteen (14) years of service, 50% for (15) years through nineteen (19) years of service, and 75% for twenty (20) years of service or more, subject to a maximum convertible amount of $10,000. The conversion amount cannot exceed the maximum contribution to 401(a) plan for the calendar year. All vacation and personal leave benefits are accrued when incurred in the government-wide and proprietary fund financial statements. The liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of an employee resignation or retirements.

L. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net assets that applies to future periods and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has one item that qualify for reporting in this category, which is the deferred outflows related to other post-employment benefits (OPEB) resulting from assumption changes in calculating the City's OPEB liability. Deferred outflows of resources are reported in the government-wide and proprietary fund statements of net position.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of assets that applies to future periods and so will not be recognized as an inflow of resources (revenue) until that time. The City has two items that qualifies for reporting in this category. The first one is leases receivable which will recognize inflow of resources in future periods over the term of the leases are reported in the government-wide and governmental fund statements. The second item is the deferred inflow related to other post-employment benefit plan contributions reported in the government-wide and proprietary fund statements.

M. Long-Term Obligations

General long-term obligations consist of the non-current portion of bonds payable, other post-employment benefits, and other long-term liabilities. In the government-wide and proprietary fund financial statements, long-term debt and other long-term obligations are reported as liabilities. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bond issuance costs are expensed as incurred.

In the governmental fund financial statements, general long-term obligations are not reported as liabilities because they do not require the use of current resources. Governmental fund types recognize bond premiums and discounts during the current period. The face amount of the debt issued is reported as other financing sources while discounts on debt issuance are reported as other financing uses. Principal repayments are reported as debt service expenditures.

N. Equity

In the governmental fund financial statements, equity is displayed in five components as follows:

Nonspendable – This consists of amounts that are not in a spendable form or are legally or contractually required to be maintained intact.

Restricted – This consists of amounts that are constrained to specific purposes by their providers, through constitutional or contractual provisions or enabling legislation.

Committed – This consists of amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority (the Board of Aldermen) by the end of the year. The Board of Aldermen can, by adoption of an ordinance prior to the end of the year, commit fund balance. Once adopted, the limitation imposed by the ordinance remains in place until a similar action is taken to remove or revise the limitation.

Assigned – This consists of amounts that are intended to be used by the government for specific purposes but do not meet the criteria to be classified as restricted or committed. The Board of Aldermen can assign fund balance; however, an additional formal action does not have to be taken for the removal of the assignment.

Unassigned – This consists of amounts that are available for any purpose and can only be reported in the General Fund. However, in governmental funds other than the General Fund, it may be necessary to report a negative unassigned fund balance in that fund if expenditures incurred for specific purposes exceed the amounts that are restricted, committed, or assigned to these purposes.

In the government-wide and proprietary fund financial statements, equity is displayed in three components as follows:

Net investment in capital assets – This consists of capital assets, net of accumulated depreciation, less the outstanding balances of any bonds, notes, or other borrowings that are attributable to the acquisition, construction, or improvements of those assets.

Restricted – This consists of amounts that are legally restricted by outside parties or by law through constitutional provisions or enabling legislation.

Unrestricted – This consists of amounts that do not meet the definition of "net investment in capital assets" or "restricted".

O. Estimates

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and the reported amounts of revenues and expenses during the period. Actual results could differ from those estimates.

2. LEGAL COMPLIANCE - BUDGET

The City's policy is to prepare the operating budgets in accordance with U.S. generally accepted accounting principles. The City prepared budgets for all governmental fund types for the year ended December 31, 2022. The City follows these procedures in establishing the budgetary data reflected in the financial statements:

1) Prior to January 1, the City Administrator submits to the Board of Aldermen a proposed operating budget for the fiscal period commencing January 1. The operating budget includes proposed expenditures and the means of financing them.

2) The City utilizes multiple public budget workshops that the public is invited to attend and make comments. The proposed budget is available for public inspection prior to the budget workshops.

3) Prior to December 31, the budget is legally enacted through passage of an ordinance.

4) The City Administrator is authorized to transfer budgeted amounts within a fund; however, any revisions that alter the total expenditures of any fund must be approved by the Board of Aldermen.

5) All appropriations lapse at year-end.

The reported budgetary data represents the final approved budget after amendments as adopted by the Board of Aldermen. The budget was amended during the year.

3. CASH AND INVESTMENTS

Deposits

Missouri State Statutes authorize the City to deposit funds in obligations of the U.S. Treasury, federal agencies and instrumentalities; certificates of deposit; and repurchase agreements. Custodial credit risk for deposits is the risk that, in event of a bank failure, the government's deposits may not be returned to it. The City's deposit policy for custodial credit risk is set by statutes. Statutes require that collateral pledged must have a fair value equal to 100% of the funds on deposit, less insured amounts. Collateral securities, which are the same type as authorized for investment by the City, are limited to the following as prescribed by state statutes:

- Bonds of the State of Missouri, of the United States, or of any wholly owned corporation of the United States.

- Other short-term obligations of the United States.

The City maintains a cash and investment pool which is available for use by all funds for the purpose of increasing income through investment activities. Interest is allocated to the various funds based on average cash or investment balances. The pool includes money market funds and certificates of deposit. Each fund type's portion of this pool is displayed on the statement of financial position as "Cash and investments" under each fund's caption.

A reconciliation of cash and investments as shown on the government-wide statement of net position is as follows:

Cash on hand	$ 3,575
Demand deposits	9,261,168
Certificates of deposits	2,924,000
Local Government Investment Pool (MOSIP)	7,554,188
Restricted cash and investments held in trust	1,213,774
Total cash and investments	$ 20,956,705

Government-wide Statement of Net Position

	Primary Government		
	Governmental Activities	**Business-type Activities**	**Total**
Cash and investments	$ 13,673,052	$ 6,038,256	$ 19,711,308
Restricted cash and investments	259,547	985,850	1,245,397
Total cash and investments	$ 13,932,599	$ 7,024,106	$ 20,956,705

Investments

The City had the following investments as of December 31:

	Investment Maturities (in years)			Fair/Carrying
	Less than 1	1-5	Over 5	Value
Investments:				
Local Government Investment Pool (MOSIP)	$ 7,554,188	$ -	$ -	$ 7,554,188
Money market mutual funds held in trust	1,213,774	-	-	1,213,774
Total investments	$ 8,767,962	$ -	$ -	$ 8,767,962

Custodial Credit Risk

The custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, the City will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. For deposits, the City follows state statutes which require pledged collateral with a fair value equal to 100% of the funds on deposit, less insured amounts. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, the City will not be able to recover the value of its investment or collateral securities that are in the possession of an outside party. The City's policy is to collateralize all deposits and repurchase agreements with securities held by the financial institution's agent and in the City's name but does not limit the holdings of any one counterparty.

Credit Risk

Credit risk – Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. Credit risk is measured using credit quality ratings of investments in debt securities as described by nationally recognized rating agencies such as Standard & Poor's and Moody's. State statutes authorize the City to invest in obligations of the U.S. Treasury, and federal agencies and instrumentalities; certificates of deposit issued by Missouri banks; and repurchase agreements. The City has no investment policy that would further limit its investment choice. The total Local Government Investment Pool (MOSIP) is rated AAAm by Standard and Poors.

Interest Rate Risk

Interest rate risk – Interest rate risk is the risk that the fair values of investments will be adversely affected by a change in interest rates. The City does not have a formal interest rate risk policy. The City has elected to use the segmented time distribution method of disclosure for its interest rate risk. The total Local Government Investment Pool (MOSIP) maturities are less than 9 months.

Fair Value Measurements

The City categorizes its fair value measurements within the fair value hierarchy established by general accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted in active markets for identical assets; Level 2 inputs are significant other observable inputs such as third party pricing services for identical assets; Level 3 inputs are significant unobservable inputs.

The City has the following recurring fair value measurements as of December 31, 2022:

Description	Total	Level 1	Level 2	Level 3
Measured at fair value:				
Local government investment pool (MOSIP)	$ 7,554,188	$ 7,554,188	$ -	$ -
Money market mutual funds	1,213,774	1,213,774	-	-
Total investments	$ 8,767,962	$ 8,767,962	$ -	$ -

4. RECEIVABLES

Receivables, net are composed of the following at December 31, 2022:

	Primary Government			
	Govenmental Activities	Business-type Activities	Total	Component Unit
Taxes receivable	$ 1,818,199	$ -	$ 1,818,199	$ 176,940
Accounts receivable	3,911	616,670	620,581	-
	1,822,110	616,670	2,438,780	176,940
Allowance for uncollectible	-	(71,034)	(71,034)	-
Receivables, net	$ 1,822,110	$ 545,636	$ 2,367,746	$ 176,940

5. LEASE RECEIVABLES

During the year ended December 31, 2022, the City implemented Government Accounting Standards Board No. 87, Leases (GASB 87). Under GASB 87, a lessor is required to recognize a lease receivable and a deferred inflow of resources at the commencement of the lease term. The lease receivable is measured at the present value of the lease payments expected to be received during the lease term. The deferred inflows of resources are measured at the value of the lease receivable plus any payments received at or before the commencement of the lease term that related to future periods. Additional information for each lease receivable is as follows:

In July 2020 the City entered into a 5-year renewable lease with AT&T Mobility Corporation (AT&T). Under the lease, AT&T pays the City $35,271 annually for the right to place attachments on a water tower owned by City. There are no variable components in the lease. AT&T has the option to renew the term of the lease for four additional five-year terms by sending written notice of renewal to the City no later than 60 days prior to the expiration of each lease term. The lease receivable is measured as the present value of the future rent payments expected to be received during the lease term at a discount rate of 3%, which is the lessee's incremental interest rate. At December 31, 2022 the lease receivable balance was $238,963.

In July 2021 the City entered into a 5-year renewable lease with T-Mobile USA, Inc. (T-Mobile). Under the lease, T-Mobile pays the City $33,581 annually for the right to place attachments on a water tower owned by City. There are no variable components in the lease. T-Mobile has the option to renew the term of the lease for four additional five-year terms by sending written notice of renewal to the City no later than 60 days prior to the expiration of each lease term. The lease receivable is measured as the present value of the future rent payments expected to be received during the lease term at a discount rate of 3%, which is the lessee's incremental interest rate. At December 31, 2022 the lease receivable balance was $116,462.

For the year ended December 31, 2022, the City recognized $57,255 of lease revenue and $11,597 of interest revenue under the leases.

The City's leases receivable activity for the year ended December 31, 2022, is as follows:

Lease Description	Balance January 1, 2022	Additions	Retirements	Balance December 31, 2022	Current
Tower leases	$ 412,680	$ -	$ 57,255	$ 355,425	$ 58,996
Total leases receivable	$ 412,680	$ -	$ 57,255	$ 355,425	$ 58,996

6. CAPITAL ASSETS

Governmental activities:	December 31, 2021	Additions	Retirements	December 31, 2022
Capital assets, not being depreciated				
Land	$ 1,854,267	$ -	$ -	$ 1,854,267
Construction in progress	893,250	1,662,533	806,834	1,748,949
Total capital assets, not being depreciated	2,747,517	1,662,533	806,834	3,603,216
Capital assets, being depreciated				
Buildings and improvements	8,025,370	6,442	-	8,031,812
Machinery and equipment	4,583,658	249,201	80,380	4,752,479
Right-of-use assets - equipment	4,203	27,708	-	31,911
Infrastructure	60,512,326	1,090,665	-	61,602,991
Total capital assets being depreciated	73,125,557	1,374,016	80,380	74,419,193
Less accumulated depreciation for:				
Buildings and improvements	5,018,404	237,489	-	5,255,893
Machinery and equipment	3,588,331	311,057	79,821	3,819,567
Right-of-use assets - equipment	-	2,551	-	2,551
Infrastructure	36,303,359	2,399,589	-	38,702,948
Total accumulated depreciation	44,910,094	2,950,686	79,821	47,780,959
Total capital assets being depreciated, net	28,215,463			26,638,234
Governmental activities capital assets, net	$ 30,962,980			$ 30,241,450

Business-type Activities:	December 31, 2021	Additions	Retirements	December 31, 2022
Capital assets, not being depreciated				
Land	$ 897,793	$ -	$ -	$ 897,793
Construction in progress	2,550,741	2,955,688	-	5,506,429
Total capital assets, not being depreciated	3,448,534	2,955,688	-	6,404,222
Capital assets, being depreciated				
Buildings and improvements	4,765,389	-	-	4,765,389
Equipment	2,193,811	280,026	33,511	2,440,326
Airport infrastructure	5,426,769	-	-	5,426,769
Water system, tower and lines	36,469,147	134,321	-	36,603,468
Sewage collection system and treatment plant	61,415,308	1,401,014	100,134	62,716,188
Total capital assets being depreciated	110,270,424	1,815,361	133,645	111,952,140
Less accumulated depreciation for:				
Buildings and improvements	2,141,613	111,207	-	2,252,820
Equipment	1,688,427	129,005	33,511	1,783,921
Airport infrastructure	1,086,552	265,259	-	1,351,811
Water system, tower and lines	16,879,594	949,102	-	17,828,696
Sewage collection system and treatment plant	39,773,434	1,648,537	64,801	41,357,170
Total accumulated depreciation	61,569,620	3,103,110	98,312	64,574,418
Total capital assets being depreciated, net	48,700,804			47,377,722
Business-type activities capital assets, net	$ 52,149,338			$ 53,781,944

Depreciation expense was charged to functions and programs of the primary government as follows:

Governmental Activities:	
General government	$ 231,914
Public safety	174,651
Parks and recreation	291,482
Streets and highways	2,252,639
Total depreciation expense for Governmental activities	$ 2,950,686
Business-type Activities:	
Water/Sewer	$ 2,697,024
Ambulance	29,816
Airports	376,270
Total depreciation expense for Business-type activities:	$ 3,103,110

7. LONG-TERM DEBT

	Beginning Balance	Additions	Retirements	Ending Balance	Amounts Due in One Year
Primary Government:					
Governmental activities					
Compensated absences **	$ 204,325	$ 33,128	$ 13,769	$ 223,684	$ 114,654
Finance lease	214,719	-	214,719	-	-
Lease liability	4,203	27,708	2,460	29,451	6,874
Total governmental activities	423,247	60,836	230,948	253,135	121,528
Business-type activities					
Bonds payable	5,875,000	-	2,700,000	3,175,000	1,090,000
Bond premium	81,059	-	48,453	32,606	-
Compensated absences	31,969	24,974	7,866	49,077	49,077
Finance lease	22,016	-	22,016	-	-
Total business-type activities	6,010,044	24,974	2,778,335	3,256,683	1,139,077
Total Primary Government	$ 6,433,291	$ 85,810	$ 3,009,283	$ 3,509,818	$ 1,260,605

** Compensated absences are generally liquidated by the General Fund.

The State Constitution permits a city, by vote of two-thirds of the voting electorate, to incur general obligation indebtedness for "city purposes" not to exceed 10% of the assessed value of taxable tangible property and to incur additional general obligation indebtedness not to exceed, in the aggregate, an additional 10% of the assessed value of taxable tangible property, for the purpose of acquiring rights-of-way, construction, extending and improving streets and avenues and/or sanitary or storm wastewater systems, and purchasing or constructing waterworks, electric or other light plants, provided that the total general obligation indebtedness of the City does not exceed 20% of the assessed valuation of taxable property.

Based on the assessed valuation as of January 1, 2022, of $310,518,968, the constitutional total general obligation debt limit and general obligation debt margin of $62,103,794.

Finance Lease Obligation

The City has entered into finance lease agreement for the acquisition of radio equipment. The lease agreement required three annual payments of $239,136 including interest at 1.014% with the final payment on January 15, 2022.

Lease liabilities

As a result of implementation of GASB 87, $4,203 in lease liabilities for leases of office equipment has been added to the beginning balance presented in the table above. As these leases are offset by an equal amount of right-of-use asset, the City does not report a restatement of beginning net position for the implementation of GASB 87.

Lease liabilities represent the City's obligation to make lease payments arising from the lease. Lease liabilities are recognized at the commencement date based on the present value of the expected lease payments over the lease term, less any lease incentives. Interest expense is recognized ratably over the contract term. The term of the leases is 60 months, at interest rates from 2.0% to 3.0% and with monthly payments varying from $139 to $498. The lease term may include options to extend or terminate the lease when it is reasonably certain that the City will exercise that option.

The City recognizes payments for short-term leases with a lease term of 12 months or less as expenses as incurred. These leases are not included as lease liabilities or right-of-use leases assets on the statement of net position.

The future minimum lease obligations and the net present value of these minimum lease payments as of December 31, 2022 were as follows:

Year	Principal	Interest	Total
2023	$ 6,874	$ 771	$ 7,645
2024	6,368	581	6,949
2025	5,564	410	5,974
2026	5,734	241	5,975
2027	4,911	68	4,979
Total	$ 29,451	$ 2,071	$ 31,522

Bonds Payable – State Revolving Loans

In 2002, 2003, 2005, and 2007, the City issued, $24,585,000 (Series 2002B), $6,075,000 (Series 2003B), $4,950,000 (Series 2005C), and $2,550,000 (Series 2007A) in State Environmental Improvement and Energy Resources Authority Water Pollution Revenue Bonds and Public Drinking Water Bonds for the purpose of financing construction of certain wastewater treatment, sanitary sewerage or water facilities and costs associated with the issuance of the bonds. The Series 2002B bonds were retired in 2022. In connection with the issuance of these bonds, the City participates in a revolving loan program established by the Missouri Department of Natural Resources (DNR). The State of Missouri manages and invests the bond proceeds on behalf of the City. As the City incurs approved expenditures, DNR reimburses the City for the expenditures from the construction escrow fund. Additionally, an amount (83.33% of which is federal funding) representing 70% of the construction costs is deposited into a bond reserve fund in the City's name and is held as a guarantee against the outstanding bond obligation. Interest earned from this reserve fund can be used by the City to fund interest payments on the revenue bonds. A portion of the reserve fund is transferred back to the State as principal payments are made on the revenue bonds. The costs of operation and maintenance of the wastewater treatment and sewerage facilities and the debt service are payable from operating revenues.

The City has pledged future utility customer revenues and capital improvement sales tax collections, net of current specified operating expenses, to repay the revenue bonds. Proceeds from the bonds provided financing for the construction of a new water system and expansion of sewerage facilities. The bonds are payable from utility customer net revenues and capital improvement sales tax net collections and are payable through 2026. Net revenues available for debt service are not to be less than 110% of the amount required to be paid annually of principal and interest. Net revenues including transfers for 2022 are over 120% of the annual principal and interest payments made in 2022. The total principal and interest remaining to be paid on the bonds is $3,423,759. Principal and interest paid for the current year and total net revenues were $2,906,068 and $3,490,851, respectively.

Bonds payable are comprised of the following individual issues:

	Original Amount	Interest Rate	Final Maturity Date	Balance December 31, 2022
2003B, Drinking Water	$ 6,075,000	2%-5.25%	1/1/2024	$ 1,550,000
2005C, Clean Water	4,950,000	3%-5.25%	7/1/2025	890,000
2007A, Drinking Water	2,550,000	4%-4.75%	1/1/2026	735,000
				$ 3,175,000

Annual debt service requirements to maturity are as follows:

Year Ending December 31	Principal	Interest	Total
2023	$ 1,090,000	$ 129,896	$ 1,219,896
2024	1,330,000	73,290	1,403,290
2025	450,000	31,838	481,838
2026	305,000	13,735	318,735
Total	$ 3,175,000	$ 248,759	$ 3,423,759

8. INTERFUND TRANSACTIONS

Interfund balances and transfers between governmental funds are not included in the government-wide statement of net position or the government-wide statement of activities. A summary of interfund transfers for the year ended December 31, 2022, follows:

	Transfers In:				
	Water/Sewer Fund	**Ambulance Fund**	**Lee C. Fine Airport Fund**	**Grand Glaize Airport Fund**	**Total**
Transfers Out:					
General fund	$ -	$ 555,000	$ -	$ -	$ 555,000
Transportation sales tax fund	-	-	200,000	190,000	390,000
Capital improvement sales tax fund	2,415,000	-	-	-	2,415,000
	$ 2,415,000	$ 555,000	$ 200,000	$ 190,000	$ 3,360,000

The purpose of the transfer from the General Fund to the Ambulance Fund is to subsidize the operations of this fund. The purpose of the transfer from the Transportation Fund to the Lee C. Fine Airport Fund and the Grand Glaize Airport Fund is to subsidize the operations of these funds. The purpose of the transfer from the Capital Improvement Sales Tax Fund to the Water/Sewer Fund is to subsidize the payment of this fund's bonds.

Interfund Charges for Support Services

Interfund charges for support services paid to the General Fund for the year ended December 31, 2022 were as follows:

Transportation Fund	$	270,000
Water/Sewer Fund		337,500
Ambulance Fund		49,000
Lee C. Fine Airport Fund		46,000
Grand Glaize Airport Fund		18,000
	$	720,500

9. COMMITMENTS AND CONTINGENCIES

A. Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; workman's compensation; liability, crime, and employee errors and omissions; and natural disasters. The City purchases commercial insurance to provide coverage for general liability, property damage, and workers' compensation. Settled claims have not exceeded this commercial insurance coverage in any of the past three years.

B. Litigation

The City is involved in lawsuits arising in the ordinary course of activities, including claims regarding construction contract issues, personal injury and discriminatory personnel practices, property condemnation proceedings, and suits contesting the legality of certain taxes. While these cases may have future financial effect, management, based on advice of counsel, believes that their ultimate outcome will not be material to the basic financial statements.

C. Contract Commitments

The City has entered into contractual commitments related to various projects and improvements. Outstanding commitments totaled approximately $790,000 as of December 31, 2022.

D. Tax Increment Financing

On December 16, 2010, the Board of Aldermen approved the Dierbergs Osage Beach Tax Increment Financing Plan for a shopping center. This center consists of a Dierbergs Market, Dicks Sporting Goods, Bed Bath & Beyond and other retail stores. In 2011, the City issued Series 2011, $5,100,000 Tax Increment Financing Notes (Dierbergs Osage Beach Project). The Series 2011 notes represent special, limited obligations of the City, payable solely from the incremental sales and real estate taxes generated by Dierbergs redevelopment area. The City functions as a collecting agent for the taxes, which are then passed through to the bond trustee. As the City is not liable for this debt beyond remitting all collected taxes, it is not recorded on the statement of net position as of December 31, 2022. The notes bear interest at 6.5% with final maturity on December 15, 2033. The outstanding balance at December 31, 2022, was $2,712,666. The annual debt service repayments of the Series 2011 TIF notes are the combined amounts of economic activity taxes and payments in lieu of taxes collected by the special allocation fund. The Series 2011 notes terminate December 15, 2033, whether or not the principal and interest have been paid in full.

On February 18, 2016, the City entered into a TIF agreement with Arrowhead Development Group, LLC. Under this agreement, the City will reimburse the developer on a pay-as-you-go method with funds generated by the TIF project. The Agreement will redevelop the 226-acre site of the former Dogwood Hills Golf Course. It provides flexibility for the developer with eight separate project areas for a mixed-use development to be built over the next several years. The agreement provides for a TIF incentive to the developer to promote a $386,731,340 project when all 8 projects are completed. The total amount of the TIF reimbursement request is $55,835,595, which is 14.5% of the total project costs. One half (50%) of the new real estate and sales taxes generated by the development shall be passed through to the taxing districts. To date, the Arrowhead Senior Living Community is complete and open for business. This facility provides skilled nursing home and assisted living options. As of December 31, 2022 approved project costs total $4,698,993 and accrued interest is $1,676,623.

On September 21, 2017, the City entered into a TIF agreement with TSG Osage Beach, LLC. Under this agreement, the City will reimburse the developer on a pay-as-you-go method with funds generated by the TIF project. The Osage Beach Commons TIF Plan will redevelop the 13.71-acre site consisting of the Golden Door motel, the closed Jake's Steak and Fish restaurant and two abandoned single-family homes. The Plan proposes a $30,500,000 project. The approved reimbursement is $4,550,000, which is 14.9% of the total project costs. One half (50%) of the new real estate and sales taxes generated by the development shall be passed through to the taxing districts. In August 2022, Hobby Lobby opened for business. In 2022, the City issued Series 2022, $4,550,000 Tax Increment Financing Notes (Osage Beach Commons Redevelopment Area). The Series 2022 notes represent special, limited obligations of the City, payable solely from the incremental sales and real estate taxes generated by Osage Beach Commons redevelopment area. The City functions as a collecting agent for the taxes, which are then passed through to the bond trustee. As the City is not liable for this debt beyond remitting all collected taxes, it is not recorded on the statement of net position as of December 31, 2022. The notes bear interest at 6 to 6.5% with final maturity on August 4, 2045. The outstanding balance at December 31, 2022 was $4,550,000. The annual debt service repayments of the 2022 TIF notes are the combined amounts of economic activity taxes and payments in lieu of taxes collected by the special allocation fund. The notes terminate August 4, 2045, whether or not the principal and accrued interest have been paid in full.

10. INTERGOVERNMENTAL REVENUE

The City receives significant financial assistance from numerous federal, state, and local governmental agencies in the form of grants. Federal grants and assistance awards made on the basis of entitlement periods are recorded as intergovernmental receivables and revenues when entitlement occurs. The disbursement of funds received under these programs generally requires compliance with terms and conditions specified in the grant agreements and are subject to audit by the grantor agencies. Any disallowed claims resulting from such audits could become a liability of the General Fund or other applicable funds. However, in the opinion of management, any such disallowed claims will not have a material effect on any of the financial statements or the individual fund-types included herein or on the overall financial position of the City as of December 31, 2022.

11. PENSION PLAN

Plan Description

The City, by a resolution of the Board of Aldermen, created a defined contribution, single employer, retirement plan under Internal Revenue Code Section 401 for the employees of the City. The Board of Aldermen can amend the plan at their discretion. The City appointed Mission Square Retirement to administer the plan. The plan is available to all full-time employees of the City. Employees are fully vested in contributions made on their behalf after 5 years.

Plan Funding

The City contributes 6% of eligible employee wages. Employees are not required to contribute to the plan; however, effective July 1, 2019, the City provides a match of up to an additional 1% when employees contribute up to 1%. The City contributed $323,938 to the plan for the year ended December 31, 2022.

12. OTHER POST EMPLOYEMENT BENEFTIS (OPEB)

General Information About the Plan

The following information is presented in accordance with GASB Statement No. 75, *Accounting and Financial Reporting for Post Employment Benefits Other Than Pensions.*

Plan Description and Benefits Provided

In addition to providing the pension benefits described in Note 11, the City provides full-time employees that retire after 10-years of service the opportunity for continuation of medical and dental insurance coverage offered through the Midwest Public Risk (MPR), a public entity risk pool. The City provides retiree healthcare benefits through MPR, which is an insurance pool comprised of approximately 59 entity members. MPR functions as an agent multiple-employer plan.

Retirees who elect to continue coverage in the medical and dental plans offered through MPR are required to pay a contribution until the employee becomes eligible for Medicare. Since the retirees pay the same premium as active employees each year, the City share of any premium cost is determined on the basis of a blended rate or implicit rate subsidy calculation. The implicit rate subsidy is the difference between what the retiree actually pays, and the age adjusted amount he or she would have paid for the full cost of the benefit. The benefits and benefit levels are governed by City policy and the MPR trust agreement.

The City maintains a trust arrangement with MPR to collect premiums and pay claims and administrative costs. This trust arrangement does not qualify as an "OPEB Plan" and is not treated as holding assets in order to offset GASB 75 liabilities. However, GASB requires that the "Plan" determine the valuation interest rate (or discount rate) based on expected return of the MPR Health and Dental Fund since it is used to pay retiree claims. The Plan is not accounted for as a trust fund since an irrevocable trust has not been established. There is no stand-alone financial report for the Plan.

Retirees Covered by Benefit Terms

At July 1, 2021, there are no benefit recipients enrolled in the Plan for the City.

Funding Policy

The City does not pay retiree benefits directly; they are paid implicitly over time through employer subsidization of active premiums that would be lower if retirees were not part of the experience group.

Annual OPEB Costs and Total OPEB Liability

The City's total OPEB liability was measured as of December 31, 2021, and the total OPEB liability was determined by an actuarial valuation as of July 1, 2021.

Actuarial Assumptions

The total OPEB liability in the July 1, 2021 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Discount rate	2.04% as of the measurement date; 1.96% for the prior year
Medical/Rx cost trend (and retiree contribution trend)	7.50% for 2022 fiscal year, decreasing by .25% through 2023 and .25% per year to an ultimate rate of 4.50% for 2033 and later years
Salary scale	4.0% per year

Mortality rates were based on the Society of Actuaries Pub-2010 Public Retirement Plans Headcount-Weighted General and Public Safety Mortality Tables using Scale MP-202g0 Full Generational Improvement.

In order to determine the municipal bond rate, the actuarial valuation uses the average of the published yields from the S&P Municipal Bond 20-year High Grade and the Fidelity GO AA-20 Years indexes. The selected average rates are 1.96% and 2.04% as of the beginning and end of the valuation year, respectively.

Change in the Total OPEB Liability

	Total OPEB Liability
Beginning of year	$ 227,908
Changes for the year:	
Service costs	17,088
Interest	4,802
Difference between actual and expected experience	(69,714)
Changes in assumptions and other inputs	(35,007)
Benefit payments, net of contributions	-
Net changes	(82,831)
End of year	$ 145,077

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the Total OPEB Liability of the City, calculated using the discount rate of 2.04%, as well as what the City's Total OPEB Liability would be using a discount rate that is 1 percentage point lower (1.04%) or one percentage point higher (3.04%) than the current rate.

	1% Decrease 1.04%	Discount Rate 2.04%	1% Increase 3.04%
Total OPEB Liability	$ 159,547	$ 145,077	$ 131,715

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates

The following presents the Total OPEB Liability of the City, calculated using a valued based healthcare cost trend assumption, as well as what the City's Total OPEB Liability would be using a healthcare cost rate that is 1 percentage point lower or one percentage point higher than the current rate.

	1% Decrease	Current Trend Rate	1% Increase
Total OPEB Liability	$ 125,296	$ 145,077	$ 168,810

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended December 31, 2022, the City recognized OPEB benefit of $13,932. The City reported deferred outflows and (inflows) related to OPEB from the following sources:

	Deferred Outflow of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 42,451	$ 134,482
Changes in assumptions	51,975	66,295
Total	$ 94,426	$ 200,777

Amounts reported as deferred outflows (inflows) of resources related to OPEB will be recognized as a reduction of OPEB expense as follows:

Fiscal Year Ending	Amount
2023	$ (7,958)
2024	(7,958)
2025	(7,958)
2026	(7,958)
2027	(7,958)
2028 Thereafter	(66,561)
Total	$ (106,351)

The following table summarizes the City's OPEB reporting:

	Total OPEB Liability	Deferred Outflow of Resources	Deferred Inflows of Resources
Governmental activities: **	$ 121,299	$ 68,176	$ 147,565
Business-type activities:	23,778	26,250	53,212
Total	$ 145,077	$ 94,426	$ 200,777

** OPEB liability generally liquidated by the General Fund

13. JONT VENTURE

On August 5, 1981, the City agreed to a joint partnership with City of Lake Ozark of a Sewage Treatment Plant (STP). The Board administering the STP consists of eight members, four from each city. Amounts to be billed to each city are based upon usage billed at identical rate structures. Costs of operation and maintenance are split proportionately between the two cities. For the year ended December 31, 2022, the City paid $464,991 for its share of STP expenses. A separate audit is performed on this entity, and a copy may be reviewed at the City of Lake Ozark or City of Osage Beach City Hall.

14. TAX ABATEMENTS

Pursuant to the Real Property Tax Increment Allocation Act, Sections 99.800 through 99.865, RSMo, as amended (the TIF Act), cities and counties (governments) may adopt a redevelopment plan (TIF plan) that provides for the redevelopment of a "blighted area," "conservation area" or "economic development area" located within the boundaries of the government to encourage increased property valuations. The Osage Beach Tax Increment Financing District (TIF District), a component unit of the City, recommends the designation of blighted areas, the redevelopment plan, and the developer, and the City has final approval. All of the TIF plans approved to date have been for the development of retail centers in blighted areas within the City by approved developers.

In general, once approved, the City enters into a development contract with the developer covering the development project, including ad valorem taxes, property tax abatements, and sales taxes. There are no provisions for recapture since the taxes abated are for property development and used to fund the project and service debt. Under these contracts, the governments in the TIF District grant two types of tax abatements:

- Sales tax abatements of 50 percent of the total additional revenue from taxes, penalties and interest which are imposed by the City or taxing districts and which are generated by economic activities within the areas of the TIF over the amount generated in the year before the TIF plan was adopted. The City sales taxes abated under the agreements totaled $369,443 in 2022.

- Property tax abatements attributable to the increase in assessed value of the property of property in the TIF district over the assessed value of the property before the development. Property taxes abated under the agreements totaled $164,325 in 2022.

15. SUBSEQUENT EVENTS

Events that have occurred subsequent to December 31, 2022, have been evaluated through June 7, 2023, which is the date the financial statements were available to be issued. No subsequent events were identified that required adjustment to or disclosure in the financial statements.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF OSAGE BEACH, MISSOURI
Schedule of Revenues, Expenditures and
Changes in Fund Balances - Budget and Actual
General Fund
For the Year Ended December 31, 2022

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues:				
Taxes				
Sales	$ 5,500,000	$ 5,500,000	$ 6,143,133	$ 643,133
Franchise	959,000	959,000	968,780	9,780
Charges for services	696,000	696,000	720,500	24,500
Licenses, fines, permits and fees	594,620	594,620	424,257	(170,363)
Intergovernmental	484,266	522,458	48,865	(473,593)
Interest	30,000	30,000	75,409	45,409
Rental income	77,000	77,000	73,315	(3,685)
Contributions	5,000	5,000	3,570	(1,430)
Miscellaneous	44,800	44,800	68,427	23,627
Total Revenues	8,390,686	8,428,878	8,526,256	97,378
Expenditures:				
Current:				
General government	2,585,253	2,661,203	2,440,995	220,208
Public safety	3,596,505	3,596,505	3,395,415	201,090
Parks and recreation	573,273	591,773	504,921	86,852
Information and technology	496,130	507,180	459,719	47,461
Capital outlay:				
Projects and equipment	1,149,408	1,187,600	385,096	802,504
Debt Service:				
Principal	214,719	214,719	217,072	(2,353)
Interest and fiscal charges	2,178	2,178	2,368	(190)
Total Expenditures	8,617,466	8,761,158	7,405,586	1,355,572
Excess of Revenues Over (Under) Expenditures	(226,780)	(332,280)	1,120,670	1,452,950
Other financing sources (uses):				
Transfers in	404,300	404,300	-	404,300
Transfers out	(555,000)	(555,000)	(555,000)	-
Total Other Financing Sources (Uses)	(150,700)	(150,700)	(530,756)	404,300
Net change in fund balances	(377,480)	(482,980)	589,914	1,048,650
Fund balances, beginning of year	4,300,196	4,300,196	4,300,196	-
Fund balances, end of year	$ 3,922,716	$ 3,817,216	$ 4,890,110	$ 1,048,650

CITY OF OSAGE BEACH, MISSOURI
Schedule of Revenues, Expenditures and
Changes in Fund Balances - Budget and Actual
Transportation Sales Tax Fund
For the Year Ended December 31, 2022

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues:				
Taxes				
Sales	$ 2,650,000	$ 2,650,000	$ 3,028,697	$ 378,697
Motor vehicle fuel and license	188,000	188,000	205,648	17,648
County road taxes	70,000	70,000	70,898	898
Licenses, fines, permits and fees	100	100	2,850	2,750
Intergovernmental	879,809	883,784	411,148	(472,636)
Interest	35,000	35,000	91,519	56,519
Miscellaneous	2,125	2,125	21,582	19,457
Total Revenues	3,825,034	3,829,009	3,832,342	3,333
Expenditures:				
Current:				
Streets and highways	2,110,441	2,131,324	1,186,666	944,658
Capital outlay:				
Streets and highways	2,343,316	2,644,062	1,925,417	718,645
Total Expenditures	4,453,757	4,775,386	3,112,207	1,663,179
Excess of Revenues Over (Under) Expenditures	(628,723)	(946,377)	720,135	1,666,512
Other financing sources (uses):				
Transfers out	(355,000)	(390,000)	(390,000)	-
Total Other Financing Sources (Uses)	(355,000)	(390,000)	(386,536)	-
Net change in fund balances	(983,723)	(1,336,377)	333,599	1,666,512
Fund balances, beginning of year	5,726,236	5,726,236	5,726,236	-
Fund balances, end of year	$ 4,742,513	$ 4,389,859	$ 6,059,835	$ 1,666,512

CITY OF OSAGE BEACH, MISSOURI
Schedule of Revenues, Expenditures and
Changes in Fund Balances - Budget and Actual
Captial Improvement Sales Tax Fund
For the Year Ended December 31, 2022

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues:				
Taxes				
Sales	$ 2,650,000	$ 2,650,000	$ 3,028,432	$ 378,432
Interest	5,000	5,000	23,769	18,769
Total Revenues	2,655,000	2,655,000	3,052,201	397,201
Expenditures:				
Current:				
Capital improvements	80,000	80,000	92,358	(12,358)
Total Expenditures	80,000	80,000	92,358	(12,358)
Excess of Revenues Over (Under) Expenditures	2,575,000	2,575,000	2,959,843	384,843
Other financing sources (uses):				
Transfers out	(2,819,300)	(2,819,300)	(2,415,000)	404,300
Total Other Financing Sources (Uses)	(2,819,300)	(2,819,300)	(2,415,000)	404,300
Net change in fund balances	(244,300)	(244,300)	544,843	789,143
Fund balances, beginning of year	2,787,427	2,787,427	2,787,427	-
Fund balances, end of year	$ 2,543,127	$ 2,543,127	$ 3,332,270	$ 789,143

CITY OF OSAGE BEACH
Required Supplementary Information
Notes to the Budgetary Comparison Schedules

For the Year Ended December 31, 2022

Budgetary Information

The City's policy is to prepare the operating budgets in accordance with U.S. generally accepted accounting principles. The City prepared budgets for all governmental fund types for the year ended December 31, 2022.

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

1) Prior to January 1, the City Administrator submits to the Board of Aldermen a proposed operating budget for the fiscal period commencing January 1. The operating budget includes proposed expenditures and the means of financing them.

2) The City utilizes multiple public budget workshops that the public is invited to attend and make comments. The proposed budget is available for public inspection prior to the budget workshops.

3) Prior to December 31, the budget is legally enacted through passage of an ordinance.

4) The City Administrator is authorized to transfer budgeted amounts within a fund; however, any revisions that alter the total expenditures of any fund must be approved by the Board of Aldermen.

5) All appropriations lapse at year-end.

The primary basis of budgetary control is at the fund level. The budget was amended during the year.

CITY OF OSAGE BEACH
Required Supplementary Information
Schedule of Changes in Total OPEB Liability
and Related Ratios*

	2022	2021	2020	2019	2018
Total OPEB Liability					
Service costs	$ 17,088	$ 13,878	$ 21,831	$ 25,801	$ 21,414
Interest	4,802	6,170	10,246	9,637	8,865
Changes in benefit terms	-	-	(47,896)	(41,089)	-
Difference between actual and expected	(69,714)	44,154	(87,184)	6,281	-
Changes in assumptions	(35,007)	(26,843)	40,410	(14,699)	29,473
Contributions - employer	-	(2,500)	(1,900)	(2,000)	(1,000)
Net changes in total OPEB liability	(82,831)	34,859	(64,493)	(16,069)	58,752
Total OPEB liability - beginning of year	227,908	193,049	257,542	273,611	214,859
Total OPEB liability - end of year	$ 145,077	$ 227,908	$ 193,049	$ 257,542	$ 273,611
Covered employee payroll**	$ 3,676,607	$ 4,280,151	$ 4,280,151	$ 4,162,388	$ 4,162,388
OPEB liability as a percentage of covered payroll	3.95%	5.32%	4.51%	6.19%	6.57%

* GASB 75 requires presentation of ten years. As of December 31, 2022, only five years were available.

** Covered employee payroll is annualized pay based on amounts as of July 1 of the actuarial valuation date

Notes to Schedule:
No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

STATISTICAL SECTION
(Unaudited)

The statistical data "relate to the physical, economic, social, and political characteristics of the City." Its design is to provide "a broader and more complete understanding of the City and its financial affairs than is possible from the financial statements, notes, and supporting schedules presented in the Financial Section

CITY OF OSAGE BEACH, MISSOURI

TABLE 1

NET ASSETS BY COMPONENT
LAST TEN FISCAL YEARS
(accrual basis of accounting)

	FISCAL YEAR									
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Governmental Activities:										
Net investment in capital assets	$ 40,750,125	$ 39,307,279	$ 37,653,615	$ 37,500,016	$ 36,556,436	$ 34,915,470	$ 33,323,963	$ 31,935,925	$ 30,744,058	$ 30,211,999
Restricted	5,499,168	6,010,852	6,931,150	6,502,607	6,927,365	6,476,810	6,468,528	6,956,620	8,511,485	9,392,105
Unrestricted	3,308,811	3,530,536	3,231,106	3,113,136	2,371,532	2,497,536	2,657,049	2,661,303	3,905,242	4,465,738
Total governmental activities net assets	$ 49,558,104	$ 48,848,667	$ 47,815,871	$ 47,115,759	$ 45,855,333	$ 43,889,816	$ 42,449,540	$ 41,553,848	$ 43,160,785	$ 44,069,842
Business-type activities:										
Net investment in capital assets	$ 34,434,359	$ 35,337,942	$ 36,016,361	$ 36,440,536	$ 38,703,040	$ 39,492,176	$ 41,716,841	$ 42,824,908	$ 46,176,263	$ 50,541,215
Restricted	2,806,768	2,895,805	2,945,442	3,004,278	3,211,266	3,256,225	4,049,043	3,737,033	4,347,991	985,850
Unrestricted	5,537,936	5,791,462	5,448,395	5,415,198	4,989,257	5,493,317	4,427,973	4,567,715	3,422,668	6,349,804
Total business-type activities net assets	$ 42,779,063	$ 44,025,209	$ 44,410,198	$ 44,860,012	$ 46,903,563	$ 48,241,718	$ 50,193,857	$ 51,129,656	$ 53,946,922	$ 57,876,869
Primary government:										
Net investment in capital assets	$ 75,184,484	$ 74,645,221	$ 73,669,976	$ 73,940,552	$ 75,259,476	$ 74,407,646	$ 75,040,804	$ 74,760,833	$ 76,920,321	$ 80,753,214
Restricted	8,305,936	8,906,657	9,876,592	9,506,885	10,138,631	9,733,035	10,517,571	10,693,653	12,859,476	10,377,955
Unrestricted	8,846,747	9,321,998	8,679,501	8,528,334	7,360,789	7,990,853	7,085,022	7,229,018	7,327,910	10,815,542
Total primary government net assets	$ 92,337,167	$ 92,873,876	$ 92,226,069	$ 91,975,771	$ 92,758,896	$ 92,131,534	$ 92,643,397	$ 92,683,504	$ 97,107,707	$ 101,946,711

CITY OF OSAGE BEACH, MISSOURI

TABLE 2

CHANGES IN NET ASSETS
LAST TEN FISCAL YEARS
(accrual basis of accounting)

	FISCAL YEAR									
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Expenses										
Governmental Activities:										
General government	$ 2,795,702	$ 2,652,546	$ 2,780,408	$ 2,908,660	$ 2,986,937	$ 2,934,961	$ 3,046,105	$ 3,260,006	$ 2,840,042	$ 2,684,719
Public Safety	3,091,649	2,978,236	3,052,006	3,143,046	3,081,476	3,141,925	3,151,724	3,135,205	3,107,327	3,585,603
Park and Recreation	458,198	529,212	494,456	610,252	614,335	669,858	703,750	678,970	688,281	796,884
Information Technology	331,982	328,665	429,671	381,851	527,030	492,477	497,578	414,131	385,592	459,953
Streets and Highways	2,967,447	3,613,537	3,354,035	3,536,724	3,679,606	4,296,076	4,462,090	4,294,964	3,794,342	3,344,376
Interest on Long-term debt	-	-	-	-	-	-	-	4,624	2,178	207
Total governmental activities expenses	9,644,978	10,102,196	10,110,576	10,580,533	10,889,384	11,535,297	11,861,247	11,787,900	10,817,762	10,871,742
Business-type activities:										
Water/Sewer	6,384,114	6,005,376	6,510,125	6,684,891	6,452,884	6,020,462	6,195,699	5,575,081	6,120,253	6,591,431
Ambulance	549,256	550,425	559,263	599,568	585,358	584,394	565,495	601,478	643,214	743,502
Airports	1,267,451	1,152,138	1,136,262	1,217,135	1,147,180	1,555,938	1,343,250	1,256,281	1,669,285	1,960,323
Total business-type activities expenses	8,200,821	7,707,939	8,205,650	8,501,594	8,185,422	8,160,794	8,104,444	7,432,840	8,432,752	9,295,256
Total primary government expenses	$ 17,845,799	$ 17,810,135	$ 18,316,226	$ 19,082,127	$ 19,074,806	$ 19,696,091	$ 19,965,691	$ 19,220,740	$ 19,250,514	$ 20,166,998
Program Revenues										
Governmental Activities:										
Charges for services:										
General Government	$ 766,581	$ 387,775	$ 408,614	$ 459,750	$ 541,529	$ 587,451	$ 542,430	$ 953,868	$ 1,039,948	$ 668,658
Public Safety	231,185	243,122	252,439	210,874	203,491	200,900	217,882	193,810	173,849	121,920
Parks and recreation	4,059	7,122	18,650	32,749	33,735	40,009	69,266	80,520	95,815	87,030
Streets and highways	7	-	-	-	-	-	90	-	-	-
Operating grants and contributions	80,180	10,588	21,004	25,322	54,362	21,630	40,474	140,274	141,558	469,083
Capital grants and contributions	13,134,610	663,157	177,439	709,092	362,027	297,555	467,738	-	-	-
Total governmental activities program revenues	14,216,622	1,311,764	878,146	1,437,787	1,195,144	1,147,545	1,337,880	1,368,472	1,451,170	1,346,691
Business-type activities:										
Charges for services:										
Water/Sewer	3,813,025	4,040,992	3,926,031	4,202,405	4,341,405	4,440,524	4,608,839	4,452,533	4,684,582	4,728,857
Ambulance	178,696	213,254	221,469	235,158	253,263	278,392	287,692	297,860	344,730	362,817
Airports	916,094	921,421	935,702	899,751	863,039	1,029,284	1,015,032	934,777	1,342,163	1,567,675
Operating grants and contributions	712,858	661,112	622,627	537,637	487,820	428,331	365,840	406,287	282,778	160,083
Capital grants and contributions	429,451	706,897	372,655	622,107	1,782,273	582,118	1,541,717	255,137	2,181,638	2,802,171
Total business-type activities program revenues	6,050,124	6,543,676	6,078,484	6,497,058	7,727,800	6,758,649	7,819,120	6,346,594	8,835,891	9,621,603
Total primary government program revenues	$ 20,266,746	$ 7,855,440	$ 6,956,630	$ 7,934,845	$ 8,922,944	$ 7,906,194	$ 9,157,000	$ 7,715,066	$ 10,287,061	$ 10,968,294

CITY OF OSAGE BEACH, MISSOURI

TABLE 2

CHANGES IN NET ASSETS
LAST TEN FISCAL YEARS
(accrual basis of accounting)

	FISCAL YEAR									
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Net (expense)/revenue										
Governmental activities	$ 4,571,644	$ (8,790,432)	$ (9,232,430)	$ (9,142,746)	$ (9,694,240)	$ (10,387,752)	$ (10,523,367)	$ (10,419,428)	$ (9,366,592)	$ (9,525,051)
Business-type activities	(2,150,697)	(1,164,263)	(2,127,166)	(2,004,536)	(457,622)	(1,402,145)	(285,324)	(1,086,246)	403,139	326,347
Total primary government net expenses	$ 2,420,947	$ (9,954,695)	$ (11,359,596)	$ (11,147,282)	$ (10,151,862)	$ (11,789,897)	$ (10,808,691)	$ (11,505,674)	$ (8,963,453)	$ (9,198,704)
General Revenues and Other Changes in Net Position										
Governmental Activities:										
Taxes										
County road taxes	$ 69,622	$ 67,902	$ 69,887	$ 70,833	$ 70,477	$ 70,470	$ 70,500	$ 72,584	$ 59,833	$ 70,898
Sales taxes	8,745,521	9,065,925	9,157,986	9,424,674	9,428,003	9,476,784	9,518,981	10,012,688	11,904,761	12,200,262
Franchise taxes	941,599	952,678	993,059	943,737	938,888	1,063,470	982,803	869,076	908,936	968,780
Motor vehicle fuel & license	157,635	164,069	170,674	172,097	175,551	175,814	177,206	170,788	186,570	205,648
Unrestricted investment earnings	50,401	36,444	22,338	38,010	55,480	112,734	182,526	131,373	53,446	190,697
Other income	79,236	63,338	156,215	118,731	168,335	99,593	162,075	126,227	156,983	157,823
Gain (loss) on sale of capital assets	543	85,639	14,475	10,052	28,080	2,861	-	-	-	
Transfers	(2,308,000)	(2,355,000)	(2,385,000)	(2,335,500)	(2,431,000)	(2,602,000)	(2,011,000)	(1,859,000)	(2,297,000)	(3,360,000)
Total governmental activities	7,736,557	8,080,995	8,199,634	8,442,634	8,433,814	8,399,726	9,083,091	9,523,736	10,973,529	10,434,108
Business-type activities										
Unrestricted investment earnings	49,346	32,889	20,061	28,409	55,940	120,127	170,154	95,217	26,960	71,863
Other income	4,460	13,620	51,013	87,415	12,174	27,610	56,309	67,828	90,167	171,737
Gain (loss) on sale of capital assets	3,883	8,900	56,081	3,026	2,059	2,487	-	-	-	
Transfers	2,308,000	2,355,000	2,385,000	2,335,500	2,431,000	2,602,000	2,011,000	1,859,000	2,297,000	3,360,000
Total business-type activities	2,365,689	2,410,409	2,512,155	2,454,350	2,501,173	2,752,224	2,237,463	2,022,045	2,414,127	3,603,600
Total primary government	$ 10,102,246	$ 10,491,404	$ 10,711,789	$ 10,896,984	$ 10,934,987	$ 11,151,950	$ 11,320,554	$ 11,545,781	$ 13,387,656	$ 14,037,708
Change in net position										
Governmental activities	$ 12,308,201	$ (709,437)	$ (1,032,796)	$ (700,112)	$ (1,260,426)	$ (1,988,026)	$ (1,440,276)	$ (895,692)	$ 1,606,937	$ 909,057
Business-type activities	214,992	1,246,146	384,989	449,814	2,043,551	1,350,079	1,952,139	935,799	2,817,266	3,929,947
Total primary government	$ 12,523,193	$ 536,709	$ (647,807)	$ (250,298)	$ 783,125	$ (637,947)	$ 511,863	$ 40,107	$ 4,424,203	$ 4,839,004

CITY OF OSAGE BEACH, MISSOURI

TABLE 3

FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(modified accrual basis of accounting)

	FISCAL YEAR									
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
General Fund										
Nonspendable	$ -	$ 71,107	$ 95,007	$ 134,056	$ 140,773	$ 188,793	$ 189,502	$ 189,270	$ 203,163	$ 209,867
Unassigned	3,467,352	3,274,396	3,295,348	3,116,070	2,496,023	2,613,199	2,672,073	2,848,993	4,097,033	4,680,243
Total General Fund	3,467,352	3,345,503	3,390,355	3,250,126	2,636,796	2,801,992	2,861,575	3,038,263	4,300,196	4,890,110
All Other Governmental Funds										
Nonspendable	-	5,726	6,548	30,811	18,243	39,691	24,051	22,657	19,591	20,235
Restricted	2,499,168	6,010,852	6,931,150	6,502,607	6,927,365	6,488,943	6,468,528	6,938,297	8,494,072	9,371,870
Unassigned	-	-	-	-	-	(58,000)	-	-	-	-
Total all other governmental funds	2,499,168	6,016,578	6,937,698	6,533,418	6,945,608	6,470,634	6,492,579	6,960,954	8,513,663	9,392,105
Total governmental funds	$ 5,966,520	$ 9,362,081	$ 10,328,053	$ 9,783,544	$ 9,582,404	$ 9,272,626	$ 9,354,154	$ 9,999,217	$ 12,813,859	$ 14,282,215

CITY OF OSAGE BEACH, MISSOURI

TABLE 4

CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(modified accrual basis of accounting)

	FISCAL YEAR									
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Revenues										
Taxes	$ 9,914,377	$ 10,250,574	$ 10,391,606	$ 10,611,341	$ 10,612,919	$ 10,798,671	$ 10,749,490	$ 11,125,136	$ 13,060,100	$ 13,445,588
Licenses, fines, permits	522,520	443,419	467,703	431,873	488,755	513,760	529,668	460,199	637,613	427,107
Intergovernmental	209,925	322,940	522,477	690,410	528,690	317,141	440,347	194,590	134,699	460,013
Interest	50,401	36,444	22,338	38,010	55,480	112,734	182,526	131,375	53,446	190,697
Rental income										73,315
Contributions						2,044	10,569	2,980	6,859	3,570
Charges for services	479,312	194,600	212,000	271,500	290,000	314,600	300,000	768,000	672,000	720,500
Miscellaneous	79,236	63,338	162,765	133,939	174,545	99,593	162,075	126,224	156,982	90,009
Total Revenues	11,255,771	11,311,315	11,778,889	12,177,073	12,150,389	12,158,543	12,374,675	12,808,504	14,721,699	15,410,799
Expenditures										
General Government	2,517,947	2,397,258	2,457,995	2,314,939	2,433,501	2,318,283	2,433,719	2,999,207	2,613,417	2,440,995
Public Safety	2,973,390	2,859,619	2,885,675	2,941,372	2,942,362	3,011,840	3,058,748	2,871,156	2,895,780	3,395,415
Park and Recreation	250,501	253,983	253,021	300,587	300,815	372,684	388,854	367,461	385,047	504,921
Information Technology	272,124	282,989	333,231	319,004	455,477	443,009	442,920	414,333	385,214	459,719
Streets and Highways	919,711	1,152,841	797,661	939,140	1,109,614	1,943,542	1,858,479	1,172,456	1,110,084	1,186,666
Capital outlay	1,364,162	1,707,908	1,716,624	3,581,775	2,710,928	1,781,789	2,087,294	2,049,056	1,585,447	2,229,715
Debt Service										
Interest and fees	-	-	-	-	-	-	-	290	4,334	2,385
Principal	-	-	-	-	-	-	-	216,606	212,562	217,179
Total Expenditures	8,297,835	8,654,598	8,444,207	10,396,817	9,952,697	9,871,147	10,270,014	10,090,565	9,191,885	10,436,995
Excess of revenues over(under) expenditures	2,957,936	2,656,717	3,334,682	1,780,256	2,197,692	2,287,396	2,104,661	2,717,939	5,529,814	4,973,804
Other financing sources (uses)										
Transfers in	-	150,000	175,000	34,000	-	-	112,566	95,566	-	-
Transfers out	(2,308,000)	(2,505,000)	(2,560,000)	(2,369,500)	(2,431,000)	(2,602,000)	(2,123,566)	(1,954,566)	(2,297,000)	(3,360,000)
Lease proceeds	-	-	-	-	-	-	-	643,887	-	27,708
Sale of Capital Assets	3,545	93,844	16,290	10,735	32,168	4,826	-	-	-	-
Total other financing sources (uses)	(2,304,455)	(2,261,156)	(2,368,710)	(2,324,765)	(2,398,832)	(2,597,174)	(2,011,000)	(1,215,113)	(2,297,000)	(3,332,292)
Net Change in Fund Balance	$ 653,481	$ 395,561	$ 965,972	$ (544,509)	$ (201,140)	$ (309,778)	$ 93,661	$ 1,502,826	$ 3,232,814	$ 1,641,512
Debt service as a percentage of noncapital expenditures	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	2.70%	2.85%	2.68%

CITY OF OSAGE BEACH, MISSOURI

TABLE 5

GOVERNMENTAL ACTIVITIES TAX REVENUES BY SOURCE
LAST TEN YEARS
(accrual basis of accounting)

FISCAL YEAR	COUNTY ROAD TAX	SALES TAX	FRANCHISE TAX	MOTOR VEHICLE FUEL & LICENSE TAX	TOTAL
2013	$ 69,622	$ 8,745,521	$ 941,599	$ 157,635	$ 9,914,377
2014	67,902	9,065,925	952,678	164,069	10,250,574
2015	69,887	9,157,986	993,059	170,674	10,391,606
2016	70,833	9,424,674	943,737	172,097	10,611,341
2017	70,477	9,428,003	938,888	175,551	10,612,919
2018	70,470	9,488,917	1,063,470	175,814	10,798,671
2019	70,500	9,518,981	982,803	177,206	10,749,490
2020	72,584	10,012,688	869,076	170,788	11,125,136
2021	59,833	11,904,761	908,936	186,570	13,060,100
2022	70,898	12,200,262	968,780	205,648	13,445,588

CITY OF OSAGE BEACH, MISSOURI

TABLE 6

DIRECT AND OVERLAPPING SALES TAX RATES
LAST TEN YEARS

FISCAL YEAR	CITY DIRECT RATE	STATE SALES TAX RATE	CAMDEN COUNTY RATE	MILLER COUNTY RATE	MILLER CO. AMBULANCE RATE	TDD PREWITT RATE	TDD OSAGE STAT. RATE	TDD DIERBERGS RATE	CID ARROWHEAD RATE	CID OB COMMONS RATE
2013	2%	4.225%	1.25%	1%	0.5%	1%	0.75%	1%	0%	0%
2014	2%	4.225%	1.25%	1%	0.5%	1%	0.75%	1%	0%	0%
2015	2%	4.225%	1.25%	1%	0.5%	1%	0.75%	1%	0%	0%
2016	2%	4.225%	1.25%	1%	0.5%	1%	0.75%	1%	1%	0%
2017	2%	4.225%	1.25%	1%	0.5%	1%	0.75%	1%	1%	0%
2018	2%	4.225%	1.25%	1%	0.5%	1%	0.75%	1%	1%	0%
2019	2%	4.225%	1.25%	1%	0.5%	1%	0.75%	1%	1%	0%
2020	2%	4.225%	1.25%	1%	0.5%	1%	0.75%	1%	1%	0%
2021	2%	4.225%	1.25%	1.375%	0.5%	1%	0.75%	1%	1%	0%
2022	2%	4.225%	1.50%	1.375%	0.5%	1%	0.75%	1%	1%	1%

CITY OF OSAGE BEACH, MISSOURI

TABLE 7

RATIOS OF OUTSTANDING DEBT BY TYPE
LAST TEN YEARS

FISCAL YEAR	BUSINESS-TYPE ACTIVITIES WATER/SEWER REVENUE BONDS	TOTAL PRIMARY GOVERNMENT	POPULATION	PER CAPITA	% OF PER CAPITA INCOME OF OSAGE BEACH RESIDENTS WITHIN CAMDEN CTY	% OF PER CAPITA INCOME OF OSAGE BEACH RESIDENTS WITHIN MILLER CTY
2013	$ 26,577,951	$ 26,577,951	4,563	$ 5,825	4%	4%
2014	24,195,839	24,195,839	4,395	5,505	4%	4%
2015	22,123,728	22,123,728	4,477	4,942	3%	3%
2016	19,751,616	19,751,616	4,471	4,418	3%	3%
2017	17,269,504	17,269,504	4,857	3,556	2%	2%
2018	14,692,394	14,692,394	4,909	2,993	2%	2%
2019	12,000,281	12,000,281	5,080	2,362	1%	1%
2020	9,035,000	9,035,000	4,923	1,835	1%	1%
2021	5,870,000	5,870,000	4,917	1,194	0%	1%
2022	3,175,000	3,175,000	4,917	646	0%	0%

Notes:
Details regarding the City's outstanding debt can be found in the notes to the financial statements.
See Schedule of Demographic and Economic Statistics for personal income and population data.
Personal income and per capita personal income not available for the City of Osage Beach; county information was utilized.
Osage Beach population is in both Camden and Miller County but the exact division of population is unknown.
Population data listed is based on estimates from the U.S. Census Bureau.

CITY OF OSAGE BEACH, MISSOURI

TABLE 8

RATIOS OF GENERAL BONDED DEBT OUTSTANDING
LAST TEN YEARS

FISCAL YEAR	GENERAL OBLIGATION BONDS	PERCENTAGE OF SALES TAX RECEIVED	PER CAPITA
2013	$ -	0.00%	$ -
2014	-	0.00%	-
2015	-	0.00%	-
2016	-	0.00%	-
2017	-	0.00%	-
2018	-	0.00%	-
2019	-	0.00%	-
2020	-	0.00%	-
2021	-	0.00%	-
2022	-	0.00%	-

Note:
Details regarding the City's outstanding debt can be found in the notes to the financial statements. See Schedule of Demographic and Economic Statistics for personal income and population data.

Sales tax received for each year is in the schedule Governmental Activities Tax Revenue by source for the City.

CITY OF OSAGE BEACH, MISSOURI

TABLE 9

DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT
As of December 31, 2022

NAME OF GOVERNMENTAL UNIT	LONG-TERM DEBT OUTSTANDING	PERCENTAGE APPLICABLE TO CITY OF OSAGE BEACH [1]	AMOUNT APPLICABLE TO CITY OF OSAGE BEACH
City of Osage Beach	$ -	100%	$ -
Camdenton R-III School District	54,610,000	16%	8,737,600
School of the Osage R-II	52,975,000	4%	2,119,000
Osage Beach Fire Protection District	-	53%	-
Total direct and overlapping debt	$ 107,585,000		$ 10,856,600

Sources: Debt outstanding data provided by Camden County, Miller County, Camdenton School District, School of the Osage School District and the Osage Beach Fire Protection District.

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of the City of Osage Beach. This process recognizes that, when considering the government's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident and therefore responsible for repaying the debt, of each overlapping government.

[1] The percentage of overlapping debt applicable is estimated using student population of both of the school districts and land area located inside or out of the Osage Beach Fire District.

CITY OF OSAGE BEACH, MISSOURI

TABLE 10

LEGAL DEBT MARGIN INFORMATION
LAST TEN YEARS

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Debt Limit	$55,091,515	$57,307,294	$57,728,809	$57,258,506	$57,153,052	$58,416,054	$58,575,726	$58,882,312	$61,079,152	$62,103,794
Total Net debt applicable to limit	-	-	-	-	-	-	-	-	-	-
Legal debt margin	$55,091,515	$57,307,294	$57,728,809	$57,258,506	$57,153,052	$58,416,054	$58,575,726	$58,882,312	$61,079,152	$62,103,794
Total net debt applicable to limit as a percentage of debt limit	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Legal Debt Margin Calculation for Fiscal Year 2022

Total Assessed Value	$310,518,968
Debt limit (20% of total assessed value)	62,103,794
Debt applicable to limit:	-
Legal debt margin	$62,103,794

Under Article VI, Sections 26(b) and 26**(c)** of the Missouri Constitution, the City by a vote of 2/3 of the qualified electors thereof, may incur general obligation bonded indebtedness for City purposes in an amount not to exceed 10% of the assessed valuation of taxable intangible property within the City as asserted by the last complete assessment for state or county purposes. Under Section 26 (d) of said Article VI, the city may incur general obligation indebtedness not exceeding in the aggregate an additional 10% of the aforesaid assessed valuation for the purpose of acquiring rights of way, constructing and improving sanitary or storm sewer systems; and under Section 26 (e) of said article VI, additional general obligation indebtedness may be incurred for purchasing or constructing water-works electric or other light plants to be owned exclusively by the City, provided that the general obligation indebtedness of the City shall not exceed 20% of the assessed valuation.

CITY OF OSAGE BEACH, MISSOURI

TABLE 11

WATER/SEWER FUND
PLEDGED REVENUE COVERAGE
LAST TEN FISCAL YEARS

FISCAL YEAR	OPERATING REVENUE [2]	DIRECT OPERATING EXPENSE [3]	NET REVENUE AVAILABLE FOR DEBT SERVICE	DEBT SERVICE REQUIREMENTS			COVERAGE RATIO	CAPT. IMPROV. TRANSFER [1]
				PRINCIPAL [4]	INTEREST	TOTAL		
2013	$ 4,583,572	$ 2,615,319	$ 1,968,253	$ 1,945,000	$ 1,243,608	$ 3,188,608	61.73%	$ 1,925,000
2014	4,763,887	2,312,994	2,450,893	2,030,000	1,134,410	3,164,410	77.45%	1,925,000
2015	4,568,719	2,698,936	1,869,783	2,200,000	1,049,403	3,249,403	57.54%	1,935,000
2016	4,740,042	3,003,538	1,736,504	2,300,000	893,275	3,193,275	54.38%	1,935,000
2017	4,829,225	2,883,252	1,945,973	2,410,000	786,633	3,196,633	60.88%	1,935,000
2018	4,868,855	2,581,076	2,287,779	2,505,000	656,049	3,161,049	72.37%	2,200,000
2019	4,974,679	2,909,989	2,064,690	2,620,000	519,658	3,139,658	65.76%	1,400,000
2020	4,754,962	2,498,868	2,256,094	2,740,000	442,611	3,182,611	70.89%	1,400,000
2021	4,958,360	3,117,149	1,841,211	3,165,000	273,478	3,438,478	53.55%	1,925,000
2022	4,728,857	3,653,006	1,075,851	2,700,000	206,068	2,906,068	37.02%	2,415,000

[1] The Water/Sewer Fund Deficit is subsidized by Capital Improvement Fund transfers.

[2] Operating Revenue includes investment income & DNR interest subsidy.

[3] Excludes depreciation expense.

[4]Principal balance found in notes of audit, #7 Long-Term Debt

CITY OF OSAGE BEACH, MISSOURI

TABLE 12

DEMOGRAPHIC STATISTICS
LAST TEN YEARS

FISCAL YEAR	Population[1]	Personal Income[2] of Osage Beach Residents within Camden County*	Personal Income[2] of Osage Beach Residents within Miller County *	Per Capita Personal Income[2] Camden County	Per Capita Personal Income[2] Miller County	Unemployment Rate[3] Camden County	Unemployment Rate[3] Miller County
2013	4,563	151,674	141,828	33,240	31,082	9.4%	8.8%
2014	4,395	155,328	144,201	35,342	32,810	8.3%	7.8%
2015	4,477	167,435	154,165	37,399	34,435	6.7%	6.1%
2016	4,471	168,351	153,540	37,654	34,341	5.9%	5.2%
2017	4,857	191,427	170,517	39,413	35,107	4.8%	4.4%
2018	4,909	197,527	179,970	40,238	36,661	4.3%	3.7%
2019	5,080	215,835	192,146	42,487	37,824	4.5%	3.7%
2020	4,923	227,192	203,740	46,149	41,385	7.1%	6.2%
2021	4,917	264,432	213,937	53,779	43,510	4.7%	3.9%
2022	4,917	264,432	213,937	53,779	43,510	3.2%	2.5%

Sources:

[1]U.S. Census Bureau (estimates updated July 1st of each year)

[2] U.S. Bureau of Economic Analysis

[3] U.S. Bureau of Labor Statistics (percentage calculated on an annual average)
Reflects revised inputs, estimations, and new statewide controls

Notes:

***** Denotes numbers expressed in thousands

Personal income and per capita personal income not available for Osage Beach so county information was utilized.

Osage Beach population is in both Camden and Miller Counties but the exact division of population is unknown.

Population data listed is based on estimates from the U.S. Census Bureau.

CITY OF OSAGE BEACH, MISSOURI

TABLE 13

PRINCIPAL EMPLOYERS
CURRENT AND NINE YEARS AGO

	2022			2013		
Employer	Employees	Rank	Percentage of Total City Employment	Employees	Rank	Percentage of Total City Employment
[1]Lake Regional Health System	1396	1	28.39%	1100	2	24.11%
[2]Camdenton R-III School District	715	2	14.54%	677	3	14.84%
Hy-Vee	344	3	7.00%	435	5	9.53%
[3]Margaritaville Resort (previously Tan-Tar-A)	330	4	6.71%	560	4	12.27%
[2]School of the Osage R-II School District	316	5	6.43%	250	7	5.48%
Wal-Mart Supercenter	239	6	4.86%	430	6	9.42%
[4]Osage Beach Outlet Marketplace	200	7	4.07%	800-1200	1	21.92%
City of Osage Beach	125	8	2.54%	127		2.78%
Dierbergs	123	9	2.50%			
[5]Central Bank of Lake of the Ozarks	118	10	2.40%	165	8	3.62%
Target	107		2.18%	150	10	3.29%
Lowe's Home Improvement				152	9	3.33%

Sources:
Lake of the Ozarks Council of Local Governments and employer representatives

Notes:
All numbers include both full time and part time employment.

[1]Employee totals represent the hospital and clinics which include some clinics outside Osage Beach city limits.

[2]Employee totals represent entire School District which includes some schools outside Osage Beach city limits.

[3]Employer is not located within Osage Beach city limits.

[4]Employee totals are estimates comprised from the various stores within the mall.

[5]Employee totals represent all Central Bank locations of which three locations are within Osage Beach city limits.

CITY OF OSAGE BEACH, MISSOURI

TABLE 14

FULL-TIME EQUIVALENT CITY GOVERNMENT EMPLOYEES BY FUNCTION
LAST TEN FISCAL YEARS

Function/Program	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
General Government										
City Administrator	2.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
City Clerk[1]	3.00	3.00	3.00	3.00	4.00	3.00	3.00	2.00	1.50	1.50
City Treasurer[1]	4.00	4.00	4.00	4.00	4.00	5.00	5.00	5.00	4.50	4.00
Municipal Court	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
City Attorney	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Building Inspection[1]	3.00	3.00	3.00	2.50	3.50	3.50	3.50	3.50	2.50	3.50
Building Maintenance[3]	0.00	0.00	0.00	0.50	0.73	0.73	0.73	0.73	0.73	0.73
Parks & Recreation	3.00	3.00	3.00	4.00	5.96	5.23	5.46	5.73	5.73	6.00
Human Resources[1]	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.50
Planning Department[1]	2.25	2.00	2.00	1.50	1.50	1.50	1.50	1.50	1.50	1.50
Information Technology	2.00	2.00	2.00	2.50	3.00	3.00	3.00	1.00	1.00	1.00
Engineering Department[2]	4.75	0.00	0.00	0.00	0.00	0.00	0.00	6.25	3.25	1.00
Economic Development	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00
Police										
Law Enforcement	29.00	30.00	30.00	30.00	30.46	28.73	28.00	29.00	28.00	28.00
911 Center	11.00	11.00	11.00	11.00	11.00	11.00	11.00	11.00	11.00	11.00
Public Works[2]										
Transportation[1]	10.30	10.00	10.00	10.00	11.00	10.83	11.80	10.04	8.77	8.31
Water[1]	5.30	7.00	7.00	7.00	8.00	7.83	7.83	7.04	6.08	6.33
Sewer[1]	8.40	10.00	10.00	10.00	10.50	10.33	10.34	9.31	9.08	11.32
Ambulance	6.00	6.00	7.00	8.00	7.95	7.95	7.95	7.95	7.63	7.95
Airport										
Lee C. Fine[1]	3.60	3.60	3.60	3.60	4.33	4.33	4.33	4.33	4.33	4.67
Grand Glaize[1]	2.40	2.40	2.40	2.40	3.13	3.13	3.13	3.13	3.13	3.46
Total	**103.00**	**103.00**	**104.00**	**106.00**	**115.06**	**112.09**	**112.57**	**113.51**	**104.73**	**107.77**

Source: Annual Budget

Notes:

[1]Some employees' wages are split between different departments.

[2]In 2014, the City integrated the Engineering Department into Public Works. In 2020, the Engineering Department was separated back out from Public Work
In 2022, the City dissolved the Engineering Dept. and began contracting out Engineering Services.

[3]In 2016, a part-time Building Maintenance position was added.

CITY OF OSAGE BEACH, MISSOURI

TABLE 15

OPERATING INDICATORS BY FUNCTION
LAST TEN FISCAL YEARS

Function	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Police										
Incident Reports	1,464	1,660	1,832	1,851	1,752	1,554	1,615	1,382	1,462	1,518
Traffic Violations	1,783	1,856	2,145	1,975	1,968	1,748	1,612	996	768	1,036
Traffic Warnings	2,507	2,099	2,307	2,348	2,547	2,349	2,019	1,452	1,104	2,027
911 Center										
Number of Calls Answered[1]	21,160	21,458	20,859	21,463	44,459	42,913	40,640	37,678	36,232	33,667
Ambulance										
Calls for service	812	777	1,000	995	1,024	1,014	1,102	1,057	1,260	1,300
Building										
Permits										
Residential	67	77	70	49	75	80	99	100	95	88
Commercial	72	73	71	76	81	86	92	52	94	78
Licensing										
Business License	649	659	635	628	625	631	642	556	550	597
Contractor License	473	514	470	401	419	424	459	583	706	704
Liquor License	78	77	74	69	67	73	85	68	70	75
Water										
Total Water Sold (thousands of gallons)	306,699	318,395	314,987	333,138	330,431	340,449	316,777	328,740	344,138	344,543
Wastewater										
Average Daily Sewage Treatment (thousands of gallons)	1,006	1,176	1,320	1,304	1,358	1,364	1,381	1,278	1,105	1,064
Airports										
Lee C. Fine Airport										
Number of Take Offs & Landings	4,721	4,522	5,023	4,863	4,971	5,138	5,261	5,633	6,622	5,393
Grand Glaize Airport										
Number of Take Offs & Landings	2,348	2,129	2,431	2,768	3,130	2,726	3,029	2,912	3,483	3,190
Recycling										
Waste Oil (gallons)	551	634	1,029	2,427	863	1,330	2,618	2,239	2,752	1,528
White Goods (pounds)[2]	8,500	5,168	5,620	7,860	9,080	2,740	2,800	-	-	-

Sources: Various City Government Departments

Notes:
[1]Number of Calls represents both emergency and non-emergency calls. In 2005, the Osage Beach 911 Center was extended to include calls for Lake Ozark Fire & Ambulance. Due to contract expiration in early 2016, Osage Beach 911 ceased taking calls for Lake Ozark Fire & Ambulance.
[2]White Goods Recycling was stopped in 2020 due to the COVID-19 pandemic and has not been reinstated to date.

CITY OF OSAGE BEACH, MISSOURI

TABLE 16

CAPITAL ASSET STATISTICS BY FUNCTION
LAST TEN FISCAL YEARS

Function	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Public Safety										
Police:										
Stations	1	1	1	1	1	1	1	1	1	1
Patrol Units	21	21	21	22	22	22	21	21	18	17
Ambulance Protection:										
Number of Vehicles	2	2	2	2	2	2	2	2	2	2
Highways and Streets										
Miles of Streets[1]	44.65	44.65	45.45	45.92	45.92	45.92	46.20	46.20	113.37	113.49
Miles of Sidewalks[2]	6.87	7.33	7.33	8.83	9.59	9.59	9.79	10.70	10.70	20.43
Number of Street Lights	638	638	640	640	671	671	675	689	689	703
Parks and Recreation										
Park Acreage	106	106	106	106	106	106	106	106	106	106
Number of Parks	2	2	2	2	2	2	2	2	2	2
Water										
Water Mains (linear miles)[3]	246.84	246.84	248.15	249.00	249.00	249.00	249.21	249.41	249.41	93.79
Fire Hydrants	983	983	994	994	994	994	998	999	999	1000
Wells	10	10	10	7	7	7	7	8	8	7
Water Towers	4	4	4	4	4	4	4	4	4	4
Sewer										
Sewer Lines (linear miles)[4]	149.95	150.95	151.94	152.02	152.39	152.96	153.01	153.01	152.90	166.20
Pump Stations[5]	1,224	1,229	1,239	1,242	1,237	1,240	1,242	1,254	1,262	1,306

Sources: Various City Government Departments

Notes:
Due to advancements in technology, software, and staffing, various audits were performed (starting in FY2021 and ongoing) that resulted in adjusted statistics.

[1]Starting in FY2021, began calculating lane miles versus linear miles.

[2]Starting in FY2022, began calculating both asphalt and concrete pedestrian pathways versus just concrete.

[3]Starting in FY2022, began calculating only water mains 6" or greater.

[4]Starting in FY2022, began calculating both gravity and pressure lines.

[5]Starting in FY2022, began calculating both grinder and lift stations.

City of Osage Beach, Missouri

Required Communications

For the Year Ended December 31, 2022

City of Osage Beach, Missouri

Required Communications
For the Year Ended December 31, 2022

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HOOD AND ASSOCIATES CPAs, PC

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

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, and each major fund of the City of Osage Beach, Missouri (the City) for the year ended December 31, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated November 14, 2022. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the basic financial statements. As described in Notes 5 and 7 to the financial statements, the City changed accounting policies related to leases by adopting Statement of Governmental Accounting Standards (GASB) Statement No. 87, *Leases*, in 2022. No other new accounting policies were adopted and the application of existing policies was not changed during 2022. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most significant estimates affecting the City's financial statements were the allowance for uncollectible receivable balances; the fair value of investments; the useful lives of property, equipment, and infrastructure; and post-retirement obligations. We evaluated the key factors and assumptions used to develop these estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. The following material misstatement detected as a result of our audit procedures was corrected by management:

- Adjustment to record insurance settlement receivable of $50,104.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated June 7, 2023.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the management's discussion and analysis, budgetary comparison schedules, and schedules of changes in total OPEB liability and related ratios, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were not engaged to report on the introductory or statistical sections, which accompany the financial statements but are not RSI. Such information has not been subject to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

In planning and performing our audit of the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, and each major fund of the City for the year ended December 31, 2022, in accordance with auditing standards generally accepted in the United States of America, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented or detected and corrected on a timely basis.

Our consideration of internal control was for the limited purpose described in the second paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

As part of our audit, we try to identify opportunities for improving the management of financial resources and for improving the internal controls over financial reporting. We are submitting, for your consideration, our observations, and recommendations with regard to these matters.

Management's responses to our comments are included with this report. We did not audit the City's responses and, accordingly, we express no opinion on them.

CURRENT YEAR COMMENTS

Key Employees and Cross Training

It is not unusual, especially for cities similar to Osage Beach, to have employees who devote a substantial portion of their career working for the City with some of these employees eventually assuming key positions within City management. Given the considerable amount of operational knowledge and experience of these key employees, the City is exposed to certain management risks including among others, the possible loss of continuity and disruption in City operations in the event of the loss a key employee either through retirement or some unforeseen circumstance.

We recommend that management evaluate and identify the exposure to such risks and develop plans to mitigate such risks. Such plans might include: developing an emergency management plan; performing succession planning for key members of management; and increased cross-training of City personnel.

Management's Response

Succession planning is essential to ensure as changes occur in positions, City operations are minimally affected and managed appropriately during transition. This is achieved by ensuring various account and technology accesses are duplicated, identifying key tasks and skills and ensuring knowledge of said tasks and skills are transferred down through departmental positions or across departments who work in close collaboration, and by providing professional development opportunities, both internal and external development, to current employees to enhance their abilities. This is also integrated in the hiring process, by taking on a specific effort to hire not only for the appropriate skill of a particular job but also looking at other talents and skills applicant may possess.

Future Accounting Pronouncements

The Governmental Accounting Standards Board (GASB) has issued the following statements which may impact the City's financial reporting requirements.

- GASB Statement No. 94 *Public-Private and Public-Public Partnerships and Availability Payment Arrangements,* effective for the fiscal year beginning January 1, 2023.
- GASB Statement No. 96 Subscription-Based Information Technology Arrangements, effective for the fiscal year beginning January 1, 2023.
- GASB Statement 99 Omnibus, generally effective for fiscal year beginning January 1, 2023.
- GASB Statement No. 100, Accounting Changes and Error Corrections—an amendment of GASB Statement No. 62, effective for the fiscal year beginning January 1, 2024.
- GASB Statement No. 101, Compensated Absences, effective for the fiscal year beginning January 1, 2024.

We recommend management review these standards to determine the impact they may have on the City's financial reporting.

Management's Response

Management will review all new standards as they become effective and will evaluate their impact on the City's financial reporting.

PRIOR YEAR COMMENTS

In the prior year, we issued a certain comment and recommendation in regard to the City's accounting, internal control, and financial reporting issue. The following table summarizes the nature of the comment, the significance of the comment as described in the prior year's report and our determination of the status of the comment.

Prior Year Comment Description	Significance	Current Year Status
American Rescue Plan Act Funds	On January 6, 2022, the U.S. Department of the Treasury (Treasury) adopted a final rule, effective April 1, 2022, implementing the Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act (ARPA). The final rule has changes to approved uses of funds including, but not limited to: 1) responses to negative economic impacts of the public health emergency; 2) responses to the disproportionate public health and economic impacts of the pandemic in certain communities; 3) capital expenditures to respond to the public health and negative economic impacts of the pandemic; and 4) responses to restore and bolster government employment. We recommended that the City review the final rules and establish appropriate program and compliance management functions to oversees the program and ensure compliance with requirements.	We recommended that the City continue monitoring established program and compliance management functions to oversees the program and ensure compliance with requirements.
Cyber Security	Organizations are encountering more cyberattacks than in previous years partly due to the migration of working remote. We recommended that the City continue reviewing current policies and procedures related to cyber security.	We continue to recommend that the City continue reviewing current policies and procedures related to cyber security.
Future Accounting Pronouncements	We recommended that management review upcoming standards to determine what impact they may have on the City's financial reporting.	The City implemented all applicable standards that became effective during 2022. See the current year comments section for additional upcoming accounting standards.

Restriction on Use

This information is intended solely for the information and use of the Mayor, the Board of Aldermen, and management of the City of Osage Beach, Missouri and is not intended to be, and should not be, used by anyone other than these specified parties.

Hood and Associates CPAs PC

Kansas City, Missouri
June 7, 2023

CITY OF OSAGE BEACH, MISSOURI

SINGLE AUDIT REPORT

FOR THE YEAR ENDED DECEMBER 31, 2022

City of Osage Beach, Missouri
Single Audit Report
For the Year Ended December 31, 2022

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A copy of the City of Osage Beach, Missouri's Annual Comprehensive Financial Report for the year ended December 31, 2022 accompanies this report. The independent auditor's report and the financial statements are hereby incorporated by reference.	
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Independent Auditor's Report on Schedule of Expenditures of Federal Awards

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

We have audited the financial statements of the governmental activities, the business-type activities, discretely presented component unit, and each major fund of the City of Osage Beach, Missouri (the City) as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated June 7, 2023 which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Hood and Associates CPAS PC

Kansas City, Missouri
June 7, 2023

City of Osage Beach, Missouri
Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2022

Program	Assistance Listing Number	Pass-Through Number	Federal Expenditures	Provided to Subrecipients
U.S. Department of Justice:				
Bulletproof Vest Program	16.607	2022BUBX22032673	$ 1,990	$ -
Total of U.S. Department of Justice			1,990	-
U.S. Department of Transportation:				
Passed Through MODOT Highway Safety Division				
State Block Grant - Lee C. Fine Airport Improvements	20.106	20-046B-1	2,652,468	-
Passed Through MODOT Highway Safety Division				
HMV Enforcement Campaign	20.600	22-PT-02-030	3,563	-
DWI Enforcement Campaign	20.607	22-154-AL-033	3,534	-
Passed through University of Central Missouri				
July 4th DWI Enforcement	20.607	22-154-AL-104	262	-
Click It or Ticket Enforcement	20.616	22-M2HVE-05-032	896	-
Total of U.S. Department of Transportation			2,660,723	-
U.S. Department of Treasury:				
Passed through Camden County				
Coronavirus State and Local Fiscal Recovery Funds	21.027	165-707-58999.001	50,119	-
Total of U.S. Department of Treasury			50,119	-
U.S. Environmental Protection Agency				
Passed through the Missouri Department of Natural Resources				
Clean Water SRF	66.458	EPG-219-20	12,922	-
Water Protection Program	66.468	DWSA-MO3011346	5,138	-
Total U.S. Environmental Protection Agency			18,060	-
Total Expenditures of Federal Awards			$ 2,730,892	$ -

See accompanying notes to the schedule.

ADDITIONAL INFORMATION

City of Osage Beach, Missouri
Notes to the Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2022

Note 1. Organization

The City of Osage Beach, Missouri (the City), is the recipient of several federal awards. All federal awards received directly from federal agencies as well as those awards that are passed through other government agencies, are included on the Schedule of Expenditures of Federal Awards.

Note 2. Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards includes the federal grant activity of the City of Osage, Missouri, and is presented on the modified accrual basis of accounting. The information presented in this schedule is in accordance with the requirements of Title 2 U.S. *Code of Federal Regulation* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.* Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

Note 3. Local Government Contributions

Local cost sharing, as defined by Title 2 CFR Part 200, Subpart D, Section 200.306 is required by certain federal grants. The amount of cost sharing varies with each program. Only the federal share of expenditures is presented in the Schedule of Expenditures of Federal Awards.

Note 4. Additional Audits

Grantor agencies reserve the right to conduct additional audits of the City's grant programs for economy and efficiency and program results that may result in disallowed costs to the City. However, management does not believe such audits would result in any disallowed costs that would be material to the City's financial position at December 31, 2022.

Note 5. Indirect Cost Rate

The City does not allocate indirect costs, and therefore has not elected to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

City of Osage Beach, Missouri
Schedule of Findings and Questioned Costs
For the Year Ended December 31, 2022

Section 1 - Summary of Auditor's Results

Financial Statements:

Type Audit Report Issued on the Basic Financial Statements of Auditee

Unmodified

Internal Control Over Financial Reporting

No significant deficiencies reported, no material weaknesses identified.

General Compliance

The audit did not disclose any instances of noncompliance, which would be material to the basic financial statements.

Federal Awards:

Internal Control Over Major Programs

No significant deficiencies reported, no material weaknesses identified.

Type Audit Report Issued on Compliance for Major Programs

Unmodified

Audit Findings

None

Major Programs

CFDA Number	Name of Federal Program
20.106	Airport Improvement Program

Dollar Threshold Used to Distinguish Between Type A and Type B Program

$750,000

Auditee Qualified as a Low-risk Auditee

No

Financial Statement Findings Required to be Reported in Accordance with Generally Accepted Government Auditing Standards

None

Summary Schedule of Prior Audit Findings

None

Section 3 – Federal Award Findings and Questioned Costs

Federal Award Findings Required to be Reported in Accordance with the Uniform Guidance

None

Summary Schedule of Prior Audit Findings

None

COMPLIANCE REPORTS

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Osage Beach, Missouri (the City), as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated June 7, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Hood and Associates CPAS PC

Kansas City, Missouri
June 7, 2023

Independent Auditor's Report on Compliance for the Major Program and on Internal Control Over Compliance Required by the Uniform Guidance

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

Report on Compliance for Each Major Federal Program

We have audited the City of Osage Beach, Missouri's (the City) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on the City's major federal program for the year ended December 31, 2022. The City's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal program for the year ended December 31, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Hood and Associates CPAS PC

Kansas City, Missouri
June 7, 2023

City of Osage Beach
Agenda Item Summary

Date of Meeting:	June 15, 2023
Originator:	Cary Patterson, City Planner
Presenter:	Cary Patterson, City Planner

Agenda Item:
Bill 23-46 - An ordinance of the City of Osage Beach, Missouri, adopting an amendment to the zoning map of the City of Osage Beach, Missouri by rezoning a parcel of land as described in Rezoning Case no. 421. *First Reading*

Requested Action:
First Reading of Bill #23-46

Ordinance Referenced for Action:
Board of Aldermen approval is required for an amendment to the Zoning Map per Municipal Code Chapter 405 Zoning Regulations.

Deadline for Action:
Yes - 90 Day Rule

Budgeted Item:
Not Applicable

Budget Line Information (if applicable):
Not Applicable

Department Comments and Recommendation:
See enclosed information. The Planning Commission reviewed the request at their meeting on May 9, 2023 and have forwarded it to the Board with a unanimous recommendation for approval.

City Attorney Comments:
Per City Code 110.230, Bill 23-46 is in correct form.

City Administrator Comments:
The required Public Hearing ws held and closed on June 1, 2023. The First reading, following said public hearing, was tabled on June 1, 2023, carried over to June 15, 2023. I concur with the department's recommendation.

BILL NO. 23.46 ORDINANCE NO. 23.46

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ADOPTING AN AMENDMENT TO THE ZONING MAP OF THE CITY OF OSAGE BEACH, MISSOURI. BY REZONING 10.5 ACRES AS DESCRIBED IN REZONING CASE NO. 421

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

Section 1. That the real estate, generally described as 10.5 acres and contained in the legal description contained in Exhibit A, Exhibit B, Exhibit C, Exhibit D attached hereto is hereby amended to C-1 (General Commercial) and C-1b (Commercial Lodging) with a PUD 1 Overlay for 139 condo units, a restaurant, and a hotel.as under the terms and conditions contained in Exhibit B attached hereto in Rezoning Case No. 421.

See Exhibit A: Legal Description.
See Exhibit B: Legal Description
See Exhibit C: Legal Description
See Exhibit D: Conditions

Section 2. That the development as described herein and referred to as Case 421 shall conform to the provisions for the approved zones as listed in the Osage Beach Code of Ordinances.

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

READ FIRST TIME: READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.46 was duly passed , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays: Abstentions: Absent:

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

_____ _____
Date Tara Berreth, City Clerk

Approved as to form:

_____
Cole Bradbury, City Attorney

I hereby APPROVE Ordinance 23.46.

_____
Michael Harmison, Mayor

_____
Date

ATTEST:

_____

Tara Berreth, City Clerk

“EXHIBIT A”

LEGAL DESCRIPTION

All of Lots 1-8 of Topsider Subdivision, a subdivision of record in the Camden County Recorder’s Office Plat Book 170, Page 49.

Subject to United States Highway No. 54, Osage Beach Parkway and to any other rights-of-way, easements, or restrictions of record or not.

“EXHIBIT B”

ZONING DESCRIPTION FOR:	SECTION:	12
	TOWNSHIP:	39
TOPSIDERS CONDOMINIUM, LLC	RANGE:	16
	COUNTY:	CAMDEN
	DATE:	April 17, 2023

TRACT 2: C-1

A tract of land located in part of the south half of the northwest quarter of Section 12, Township 39 North, Range 16 West, Camden County, Missouri and being more particularly described as follows:

“COMMENCING at the center section corner of Section 12, Township 39 North, Range 16 West and running North 88 degrees 58 minutes 02 seconds West (record deed = West) along and with the south line of the northwest quarter of said Section 12 a distance of 564.50 feet; thence departing the said south line North 45 degrees 45 minutes 34 seconds West (record deed = North 45 degrees 05 minutes West) a distance of 1,069.07 feet to a point located on the northerly right-of-way of Osage Beach Parkway, also known as United States Highway No. 54, being the southerly common lot corner of two tracts of land recorded in Book 840 at Page 907 at the Camden County Recorder’s Office, thence North 72 degrees 24 minutes 43 seconds East (record deed = South 72 degrees 24 minutes 10 minutes West) a distance of 1.94 feet to an existing 5/8” iron pin with an aluminum cap right-of-way marker, thence North 76 degrees 37 minutes 38 seconds East (record deed = South 76 degrees 36 minutes 31 seconds West 137.84 feet) a distance of 137.89 feet to an existing 5/8” iron pin with an aluminum cap right-of-way marker, thence North 51 degrees 44 minutes 25 seconds East a distance of 3.89 feet to the P.C. of a non-tangent curve to the left having a radius of 1045.92 feet on the northerly right-of-way of Osage Beach Pkwy, thence along and with the said right-of-way curve in a northeasterly direction a distance of 400.72 feet to a point marking the P.T. of the said curve, said curve having a chord bearing and distance of North 37 degrees 05 minutes 43 seconds East 398.27 feet for the POINT OF BEGINNING; thence leaving said right-of-way North 63 degrees 52 minutes 46 seconds West 64.03 feet to the P.C. of a non-tangential 25.29 degree curve, thence along and with said curve in a southerly direction to the right a distance of 260.11 feet to the right, said curve having a radius of 589.19 feet and a chord bearing and distance of South 35 degrees 06 minutes 28 seconds West 258.00 feet to a point marking the P.T. of said curve, thence leaving said curve North 52 degrees 42 minutes 57 seconds West 35.38 feet, thence North 09 degrees 01 minutes 33 seconds West 187.05 feet, thence North 38 degrees 33 minutes 04 seconds West 137.39 feet, thence North 27 degrees 55 minutes 16 seconds West 60.54 feet to the north line of the south half of the northwest quarter of said Section 12, thence along and with said north line North 89 degrees 41 minutes 05 seconds East (record deed = West, South 89 degrees 40 minutes West) along and with the said north line 469.45 feet to an existing 1/2" iron pin on the northerly right-of-way of Osage Beach Pkwy, thence along and with said right-of-way South 27 degrees 00 minutes 12 seconds West 146.84 feet to a right-of-way marker marking the P.C. of a non-tangent curve to the right having a radius of 1045.92 feet on the northerly right-of-way of Osage Beach Pkwy, thence along and with the said right-of-way curve in a southwesterly direction a distance of 61.50 feet to a point marking the P.T. of the said curve, said curve having a chord bearing and distance of South 24 degrees 26 minutes 06 seconds West 61.49 feet returning to the POINT OF BEGINNING.”

Said tract having area of 87,250.88 square feet, or 2.00 acres, more or less.

Subject to United States Highway No. 54, Osage Beach Parkway and to any other rights-of-way,

easements or restrictions either of record or not.

The basis of bearings for this description is the Missouri State Plane Coordinate System.

Said description is created for the purposes of municipal zoning and not for real estate transactions.

END OF DESCRIPTION

“EXHIBIT C”

ZONING DESCRIPTION FOR:	SECTION:	12
	TOWNSHIP:	39
TOPSIDERS CONDOMINIUM, LLC	RANGE:	16
	COUNTY:	CAMDEN
	DATE:	April 14, 2023

TRACT 1: C-1b

A tract of land located in part of the south half of the northwest quarter of Section 12, Township 39 North, Range 16 West, Camden County, Missouri and being more particularly described as follows:

“Commencing at the center section corner of Section 12, Township 39 North, Range 16 West and running North 88 degrees 58 minutes 02 seconds West (record deed = West) along and with the south line of the northwest quarter of said Section 12 a distance of 564.50 feet; thence departing the said south line North 45 degrees 45 minutes 34 seconds West (record deed = North 45 degrees 05 minutes West) a distance of 1,069.07 feet to a point located on the northerly right-of-way of Osage Beach Parkway, also known as United States Highway No. 54, being the southerly common lot corner of two tracts of land recorded in Book 840 at Page 907 at the Camden County Recorder’s Office, for the POINT OF BEGINNING; thence along and with the said northerly right-of-way the following five (5) bearings and distances: (1) South 72 degrees 24 minutes 43 seconds West (record deed = South 72 degrees 24 minutes 10 seconds West) a distance of 327.70 feet to an existing 5/8” iron pin with an aluminum cap right-of-way, (2) South 45 degrees 18 minutes 14 seconds East (record deed = North 46 degrees 16 minutes 54 seconds West, North 45 degrees 05 minutes West) a distance of 60.58 feet to an existing 5/8” iron pin with an aluminum cap right-of-way marker, (3) South 85 degrees 49 minutes 09 seconds West a distance of 154.71 feet to an existing 5/8” iron pin with an aluminum cap right-of-way marker, (4) South 78 degrees 27 minutes 45 seconds West (record deed = North 77 degrees 23 minutes 21 seconds East)a distance of 45.92 feet to an existing metal right-of-way marker and (5) South 78 degrees 26 minutes 46 seconds West a distance of 123.30 feet to an existing iron pin located on the 662 contour of the Lake of the Ozarks; thence along and with the said 662 contour the following twenty-six (26) bearings and distances: (1) North 01 degree 47 minutes 54 seconds West (record deed = South 03 degrees 17 minutes 27 seconds East) a distance of 33.48 feet, (2) North 00 degrees 40 minutes 35 seconds East (record deed = South 00 degrees 18 minutes 15 seconds West) a distance of 59.15 feet, (3) North 15 degrees 33 minutes 52 seconds East (record deed = South 14 degrees 35 minutes 02 seconds West) a distance of 29.56 feet, (4) North 37 degrees 22 minutes 22 seconds East (record deed = South 36 degrees 23 minutes 32 seconds West) a distance of 62.81 feet, (5) North 40 degrees 09 minutes 36 seconds East (record deed = South 39 degrees 10 minutes 46 seconds West) a distance of 51.29 feet, (6) North 65 degrees 38 minutes 49 seconds East (record deed = South 64 degrees 39 minutes 59 seconds West) a distance of 17.39 feet, (7) North 43 degrees 22 minutes 34 seconds East (record deed = South 42 degrees 23 minutes 44 seconds West) a distance of 21.64 feet and (8) North 60 degrees 25 minutes 23 seconds East (record deed = South 58 degrees 32 minutes 05 seconds West 15.02 feet) a distance of 15.09 feet to an existing pk nail, (9) North 35 degrees 16 minutes 49 seconds East a distance of 36.99 feet, (10) North 37 degrees 08 minutes 27 seconds East a distance of 42.51 feet, (11) North 58 degrees 43 minutes 16 seconds East a distance of 62.67 feet, (12) North 56 degrees 02 minutes 17 seconds East a distance of 27.28 feet, (13) North 45 degrees 05 minutes 13 seconds East a distance of 26.64 feet, (14) North 45 degrees 17 minutes 20 seconds East a distance of 14.84 feet, (15) North 38 degrees 15 minutes 15 seconds East a distance of 11.09 feet, (16) North 22 degrees 31 minutes 16 seconds East a distance of 9.74 feet, (17) North 12 degrees 21 minutes 48 seconds East a distance of 16.07 feet, (18) North 01 degrees 08 minutes 29 seconds East a distance of 9.37 feet,

(19) North 14 degrees 59 minutes 43 seconds West a distance of 32.06 feet, (20) North 57 degrees 52 minutes 55 seconds West a distance of 45.03 feet, (21) North 61 degrees 49 minutes 13 seconds West a distance of 121.61 feet, (22) North 44 degrees 46 minutes 53 seconds West a distance of 22.43 feet, (23) North 37 degrees 11 minutes 24 seconds West a distance of 39.63 feet, (24) North 28 degrees 34 minutes 08 seconds West a distance of 45.74 feet, (25) North 04 degrees 43 minutes 21 seconds West a distance of 58.27 and (26) North 13 degrees 58 minutes 19 seconds East a distance of 39.41 feet to a point located on the north line of the south half of the northwest quarter of said Section 12, thence departing the said 662 contour North 89 degrees 41 minutes 05 seconds East (record deed = West, South 89 degrees 40 minutes West and West) along and with the said north line a distance of 512.41 feet, thence departing said north line of the south half of the northwest quarter of said Section 12 South 27 degrees 55 minutes 16 seconds East 60.54 feet, thence South 38 degrees 33 minutes 04 seconds East 137.39 feet, thence South 09 degrees 01 minutes 33 seconds East 187.05 feet, thence South 52 degrees 42 minutes 57 seconds East 35.38 feet to the P.C. of a non-tangential 25.29 degree curve to the left, said curve having a radius of 589.19 feet and a chord bearing and distance of North 35 degrees 06 minutes 28 seconds 258.00 feet, thence in a northeasterly direction along said curve a distance of 260.11 feet to the P.T. of said curve, thence leaving said curve South 63 degrees 52 minutes 46 seconds East 64.03 feet to a non-tangent curve to the right having a radius of 1045.92 feet on the northerly right-of-way of Osage Beach Pkwy, thence along and with the said right-of-way curve in a southwesterly direction a distance of 400.72 feet to a point marking the P.T. of the said curve, said curve having a chord bearing and distance of South 37 degrees 05 minutes 43 seconds West 398.27 feet, thence departing said curve South 51 degrees 44 minutes 25 seconds West a distance of 3.89 feet to an existing 5/8” iron pin with an aluminum cap right-of-way marker, thence South 76 degrees 37 minutes 38 seconds West (record deed = South 76 degrees 36 minutes 31 seconds West 137.84 feet) a distance of 137.89 feet to an existing 5/8” iron pin with an aluminum cap right-of-way marker, thence South 72 degrees 24 minutes 43 seconds West a distance of 1.94 feet, returning to the POINT OF BEGINNING.”

Said tract having area of 370,060.21 square feet, or 8.50 acres, more or less.

Subject to United States Highway No. 54, Osage Beach Parkway and to any other rights-of-way, easements or restrictions either of record or not.

The basis of bearings for this description is the Missouri State Plane Coordinate System.

Said description is created for the purposes of municipal zoning and not for real estate transactions.

END OF DESCRIPTION

"EXHIBIT D"

Permitted Uses:

The development as illustrated in the submitted site development plan:

1) 147 condominium units
2) Minimum 72 room hotel facility with a 250-seat restaurant facility within the same structure.

Construction of the hotel and restaurant facilities can vary from the illustrated site plan to accommodate varying design preferences of the ownership provided the use requirements, parking requirements, and all other Building and Zoning Codes can be met.

Any other proposed use that deviates from the uses permitted in the above listed regulatory documents will require an amendment to the approved PUD.

Construction:

Construction shall be in accordance with the Building Codes as adopted by the City of Osage Beach at the time of Building Permit acquisition for each individual facility.

Bulk, Area, and Height Requirements:

Shall be in conformance with the Building Code, the final PUD document, and the Project Development Plan.

Public Facilities:

Engineering plans for water, streets, and sewer improvements will be submitted with the preliminary plat. These plans, including a drainage plan, must be submitted and approved prior to development. Coordination with the City Engineer is required to ensure that all public improvements are sized and designed to accommodate future phases of development and adjacent properties.

1. All required public improvements will be constructed by the applicants or subsequent owner(s). Financial assurances must be provided in conjunction with the preliminary and final plats.
2. Any infrastructure to be dedicated to the City of Osage Beach into any of the public systems must go through the required procedure for acceptance by the City.
3. Any existing Public Rights of Way to be vacated as part of this development must also go through the proper procedure as required by the City Code of Ordinances for the vacation of roads.

Access:

Access shall be derived from Osage Beach Parkway as illustrated in the PUD Site Plan. All street construction or improvements to the existing roads must conform to the city design guidelines.

Parking:

All development shall, at minimum, adhere to Osage Beach off-street parking requirements and the parking requirements as established in the final PUD Document at the time that it is constructed.

Buffering and Screening:

Buffering and screening shall be required as per the Osage Beach Zoning Code for the C-1 (General Commercial) and C-1b (Commercial Lodging) zones.

Exterior Lighting:

1. Exterior lighting shall be designed, located and constructed to eliminate or significantly reduce glare and/or a general increase in lighting intensity within the adjoining existing residential area(s). Additionally, all exterior lighting shall be so arranged and shielded so as to confine all direct light rays within the boundaries of this district.

2. All street lighting proposed shall meet the City's standards for street lighting for the specific designation for each roadway (thoroughfare, collector, local etc.). Applicants should coordinate with the City's Engineering Department on street lighting installations.

Signage:

All signage within the PUD District will be required to meet the city sign code and a permit must be acquired from the city prior to construction or placement of all signage whether it is a development wide or individual facility sign.

Maintenance of Open Space and Common Areas:

The maintenance of common area and facilities within the District shall remain the responsibility of the developer(s) or shall be assumed by a legally constituted property owners association that meets all the legal requirements prescribed by the City Attorney.

Platting:

All development within this PUD must be platted in accordance with Osage Beach Subdivision Regulations. The uses permitted and the intensity of development as prescribed by the approval of this PUD shall not be subject for review during the platting process.

Final Development Plan:

1. A final PUD development plan for the property has been submitted to the Planning Department and is enclosed in your packet. The submitted document is in line with the recommendations within this report and is ready for the Planning Commission to review and make a recommendation to the Board of Aldermen.
2. The preliminary plat and final plats will require complete review and approval as specified in the City of Osage Beach Subdivision Code.

MILLER COMPANIES
Engineering • Land Surveying • Environmental Services
P.O. BOX 282, OSAGE BEACH, MO 65065
Eng. (573)348-9799 Surv. (573)348-5552 Fax (573)348-2894
www.themillercos.com

ZONING DESCRIPTION FOR:

TOPSIDERS CONDOMINIUM, LLC

SECTION:	**12**
TOWNSHIP:	**39**
RANGE:	**16**
COUNTY:	**CAMDEN**
DATE:	**April 14, 2023**

TRACT 1: C-1b

A tract of land located in part of the south half of the northwest quarter of Section 12, Township 39 North, Range 16 West, Camden County, Missouri and being more particularly described as follows:

"Commencing at the center section corner of Section 12, Township 39 North, Range 16 West and running North 88 degrees 58 minutes 02 seconds West (record deed = West) along and with the south line of the northwest quarter of said Section 12 a distance of 564.50 feet; thence departing the said south line North 45 degrees 45 minutes 34 seconds West (record deed = North 45 degrees 05 minutes West) a distance of 1,069.07 feet to a point located on the northerly right-of-way of Osage Beach Parkway, also known as United States Highway No. 54, being the southerly common lot corner of two tracts of land recorded in Book 840 at Page 907 at the Camden County Recorder's Office, for the POINT OF BEGINNING; thence along and with the said northerly right-of-way the following five (5) bearings and distances: (1) South 72 degrees 24 minutes 43 seconds West (record deed = South 72 degrees 24 minutes 10 seconds West) a distance of 327.70 feet to an existing 5/8" iron pin with an aluminum cap right-of-way, (2) South 45 degrees 18 minutes 14 seconds East (record deed = North 46 degrees 16 minutes 54 seconds West, North 45 degrees 05 minutes West) a distance of 60.58 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker, (3) South 85 degrees 49 minutes 09 seconds West a distance of 154.71 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker, (4) South 78 degrees 27 minutes 45 seconds West (record deed = North 77 degrees 23 minutes 21 seconds East)a distance of 45.92 feet to an existing metal right-of-way marker and (5) South 78 degrees 26 minutes 46 seconds West a distance of 123.30 feet to an existing iron pin located on the 662 contour of the Lake of the Ozarks; thence along and with the said 662 contour the following twenty-six (26) bearings and distances: (1) North 01 degree 47 minutes 54 seconds West (record deed = South 03 degrees 17 minutes 27 seconds East) a distance of 33.48 feet, (2) North 00 degrees 40 minutes 35 seconds East (record deed = South 00 degrees 18 minutes 15 seconds West) a distance of 59.15 feet, (3) North 15 degrees 33 minutes 52 seconds East (record deed = South 14 degrees 35 minutes 02 seconds West) a distance of 29.56 feet, (4) North 37 degrees 22 minutes 22 seconds East (record deed = South 36 degrees 23 minutes 32 seconds West) a distance of 62.81 feet, (5) North 40 degrees 09 minutes 36 seconds East (record deed = South 39 degrees 10 minutes 46 seconds West) a distance of 51.29 feet, (6) North 65 degrees 38 minutes 49 seconds East (record deed = South 64 degrees 39 minutes 59 seconds West) a distance of 17.39 feet, (7) North 43 degrees 22 minutes 34 seconds East (record deed = South 42 degrees 23 minutes 44 seconds West) a distance of 21.64 feet and (8) North 60 degrees 25 minutes 23 seconds East (record deed = South 58 degrees 32 minutes 05 seconds West 15.02 feet) a distance of 15.09 feet to an existing pk nail, (9) North 35 degrees 16 minutes 49 seconds East a distance of 36.99 feet, (10) North 37 degrees 08 minutes 27 seconds East a distance of 42.51 feet, (11) North 58 degrees 43 minutes 16 seconds East a distance of 62.67 feet, (12) North 56 degrees 02 minutes 17 seconds East a distance of 27.28 feet, (13) North 45 degrees 05 minutes 13 seconds East a distance of 26.64 feet, (14) North 45 degrees 17 minutes 20 seconds East a distance of 14.84 feet, (15) North 38 degrees 15 minutes 15 seconds East a distance of 11.09 feet, (16) North 22 degrees 31 minutes 16 seconds East a distance of 9.74 feet, (17) North 12 degrees 21 minutes 48 seconds East a distance of 16.07 feet, (18) North 01 degrees 08 minutes 29

seconds East a distance of 9.37 feet, (19) North 14 degrees 59 minutes 43 seconds West a distance of 32.06 feet, (20) North 57 degrees 52 minutes 55 seconds West a distance of 45.03 feet, (21) North 61 degrees 49 minutes 13 seconds West a distance of 121.61 feet, (22) North 44 degrees 46 minutes 53 seconds West a distance of 22.43 feet, (23) North 37 degrees 11 minutes 24 seconds West a distance of 39.63 feet, (24) North 28 degrees 34 minutes 08 seconds West a distance of 45.74 feet, (25) North 04 degrees 43 minutes 21 seconds West a distance of 58.27 and (26) North 13 degrees 58 minutes 19 seconds East a distance of 39.41 feet to a point located on the north line of the south half of the northwest quarter of said Section 12, thence departing the said 662 contour North 89 degrees 41 minutes 05 seconds East (record deed = West, South 89 degrees 40 minutes West and West) along and with the said north line a distance of 512.41 feet, thence departing said north line of the south half of the northwest quarter of said Section 12 South 27 degrees 55 minutes 16 seconds East 60.54 feet, thence South 38 degrees 33 minutes 04 seconds East 137.39 feet, thence South 09 degrees 01 minutes 33 seconds East 187.05 feet, thence South 52 degrees 42 minutes 57 seconds East 35.38 feet to the P.C. of a non-tangential 25.29 degree curve to the left, said curve having a radius of 589.19 feet and a chord bearing and distance of North 35 degrees 06 minutes 28 seconds 258.00 feet, thence in a northeasterly direction along said curve a distance of 260.11 feet to the P.T. of said curve, thence leaving said curve South 63 degrees 52 minutes 46 seconds East 64.03 feet to a non-tangent curve to the right having a radius of 1045.92 feet on the northerly right-of-way of Osage Beach Pkwy, thence along and with the said right-of-way curve in a southwesterly direction a distance of 400.72 feet to a point marking the P.T. of the said curve, said curve having a chord bearing and distance of South 37 degrees 05 minutes 43 seconds West 398.27 feet, thence departing said curve South 51 degrees 44 minutes 25 seconds West a distance of 3.89 feet to an existing 5/8” iron pin with an aluminum cap right-of-way marker, thence South 76 degrees 37 minutes 38 seconds West (record deed = South 76 degrees 36 minutes 31 seconds West 137.84 feet) a distance of 137.89 feet to an existing 5/8” iron pin with an aluminum cap right-of-way marker, thence South 72 degrees 24 minutes 43 seconds West a distance of 1.94 feet, returning to the POINT OF BEGINNING.”

Said tract having area of 370,060.21 square feet, or 8.50 acres, more or less.

Subject to United States Highway No. 54, Osage Beach Parkway and to any other rights-of-way, easements or restrictions either of record or not.

The basis of bearings for this description is the Missouri State Plane Coordinate System.

Said description is created for the purposes of municipal zoning and not for real estate transactions.

END OF DESCRIPTION

For Zoning
Not for Recording

Ricky L. Wilson
MO. REG. NO. L.S. 2638

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ZONING DESCRIPTION FOR:

TOPSIDERS CONDOMINIUM, LLC

SECTION:	**12**
TOWNSHIP:	**39**
RANGE:	**16**
COUNTY:	**CAMDEN**
DATE:	**April 17, 2023**

TRACT 2: C-1

A tract of land located in part of the south half of the northwest quarter of Section 12, Township 39 North, Range 16 West, Camden County, Missouri and being more particularly described as follows:

"COMMENCING at the center section corner of Section 12, Township 39 North, Range 16 West and running North 88 degrees 58 minutes 02 seconds West (record deed = West) along and with the south line of the northwest quarter of said Section 12 a distance of 564.50 feet; thence departing the said south line North 45 degrees 45 minutes 34 seconds West (record deed = North 45 degrees 05 minutes West) a distance of 1,069.07 feet to a point located on the northerly right-of-way of Osage Beach Parkway, also known as United States Highway No. 54, being the southerly common lot corner of two tracts of land recorded in Book 840 at Page 907 at the Camden County Recorder's Office, thence North 72 degrees 24 minutes 43 seconds East (record deed = South 72 degrees 24 minutes 10 minutes West) a distance of 1.94 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker, thence North 76 degrees 37 minutes 38 seconds East (record deed = South 76 degrees 36 minutes 31 seconds West 137.84 feet) a distance of 137.89 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker, thence North 51 degrees 44 minutes 25 seconds East a distance of 3.89 feet to the P.C. of a non-tangent curve to the left having a radius of 1045.92 feet on the northerly right-of-way of Osage Beach Pkwy, thence along and with the said right-of-way curve in a northeasterly direction a distance of 400.72 feet to a point marking the P.T. of the said curve, said curve having a chord bearing and distance of North 37 degrees 05 minutes 43 seconds East 398.27 feet for the POINT OF BEGINNING; thence leaving said right-of-way North 63 degrees 52 minutes 46 seconds West 64.03 feet to the P.C. of a non-tangential 25.29 degree curve, thence along and with said curve in a southerly direction to the right a distance of 260.11 feet to the right, said curve having a radius of 589.19 feet and a chord bearing and distance of South 35 degrees 06 minutes 28 seconds West 258.00 feet to a point marking the P.T. of said curve, thence leaving said curve North 52 degrees 42 minutes 57 seconds West 35.38 feet, thence North 09 degrees 01 minutes 33 seconds West 187.05 feet, thence North 38 degrees 33 minutes 04 seconds West 137.39 feet, thence North 27 degrees 55 minutes 16 seconds West 60.54 feet to the north line of the south half of the northwest quarter of said Section 12, thence along and with said north line North 89 degrees 41 minutes 05 seconds East (record deed = West, South 89 degrees 40 minutes West) along and with the said north line 469.45 feet to an existing 1/2" iron pin on the northerly right-of-way of Osage Beach Pkwy, thence along and with said right-of-way South 27 degrees 00 minutes 12 seconds West 146.84 feet to a right-of-way marker marking the P.C. of a non-tangent curve to the right having a radius of 1045.92 feet on the northerly right-of-way of Osage Beach Pkwy, thence along and with the said right-of-way curve in a southwesterly direction a distance of 61.50 feet to a point marking the P.T. of the said curve, said curve having a chord bearing and distance of South 24 degrees 26 minutes 06 seconds West 61.49 feet returning to the POINT OF BEGINNING."

Said tract having area of 87,250.88 square feet, or 2.00 acres, more or less.

Subject to United States Highway No. 54, Osage Beach Parkway and to any other rights-of-way, easements or restrictions either of record or not.

The basis of bearings for this description is the Missouri State Plane Coordinate System.

Said description is created for the purposes of municipal zoning and not for real estate transactions.

END OF DESCRIPTION

For Zoning
Not for Recording

Ricky L. Wilson
MO. REG. NO. L.S. 2638

LEGAL DESCRIPTION

All of Lots 1-8 of Topsider Subdivision, a subdivision of record in the Camden County Recorder's Office Plat Book 170, Page 49.

Subject to United States Highway No. 54, Osage Beach Parkway and to any other rights-of-way, easements, or restrictions of record or not.

PLANNING DEPARTMENT
REPORT TO THE
PLANNING COMMISSION

Date:	May 9, 2023	**Case Number:**	**421**

Applicant: Topsider Condominiums, LLC.

Location: Osage Beach Parkway to Topsider Lane

Petition: PUD 1 Overlay amendment to allow 147 condominium units on 8.5 acres and a hotel/restaurant on the remaining 2 acres.

Existing Use: Currently has condo buildings from the original approval occupied with more units under construction.

Zoning: C-1 (General Commercial) and C-1b (Commercial Lodging) with a PUD 1 Overlay for 139 condo units, a restaurant, and a hotel.

Tract Size: 10.5 acres

	Surrounding Zoning:	**Surrounding Land Use:**
North:	R-1b (Single Family)	Mcfield Subdivision
South:	C-1 (General Commercial)	Osage Beach Pkwy Corridor
East:	C-1 (General Commercial)	Osage Beach Pkwy Corridor
West:	LU (Lake Use)	Lake of the Ozarks

The Osage Beach Comprehensive Plan
Designates this area as appropriate for: Heavy Traffic Commercial

Rezoning History	**Case #**	**Date**
N/A		

Utilities

Water:	City	**Gas:**	Summit
Electricity:	Ameren UE	**Sewer:**	City

Access: Property derives access from Osage Beach Parkway.

Analysis:

1. The applicants are the owners of the 10.5 acres in question. The property is currently zoned C-1 (General Commercial) and C-1b (Commercial Lodging) with a PUD 1 Overlay for 139 condo units, a restaurant, and a hotel.

2. The applicant is requesting an amendment to the current PUD to allow an additional eight (8) condominium units while combining the restaurant and hotel, required by the original PUD, into a single facility. Combining the restaurant and hotel into one facility will allow them the flexibility to add the needed property to the condominium portion of the development that is required to meet the density requirements for the additional eight units that are being proposed. If amended, the PUD will continue to assure the uses within the development are limited to the subject resort residential and commercial uses and will provide protection for the buyers of the condo units themselves. The PUD will also allow the three uses in the development to share the parking amenities for the overall development which provide the necessary number of spaces for each of the uses.

3. As you can see on the new site development plan, the C-1b (condo development) portion of the development is comprised of 8.5 acres while the C-1 (hotel, restaurant) area consists of the remaining 2.0 acres.

4. The existing entrance into the property will provide access to the development.

5. The character of surrounding development is primarily commercial with the highway commercial corridor. Mcfield subdivision is located to the North, the proposed use should provide them with a less intense use than what has taken place on the subject property in the past.

6. The development will be required to meet the zoning code requirements of the specific zones that each use falls in unless otherwise listed with the PUD permitted uses. All construction is required to meet the Building Codes that have been adopted at the time in which the Building Permit is issued for each specific building. The Osage Beach Design Guidelines will be followed in the design and construction of the developmental services (sewer, water, streets, etc.).

Department Comments and Recommendations:

The PUD is a zoning tool to offer flexibility within the rigid zoning districts by allowing mixed-use developments that adhere to the goals and objectives of the Comprehensive Plan. In this situation we have an amazing piece of commercially zoned property that was once the home of the Topsider Lakefront Entertainment venue. The Topsider provided the City, its People, and visitors a place to enjoy each other and the activities that make this lake a destination for people from all over our country for nearly 40 years. This piece of property is one of two like it in our community. It has lake frontage, Osage Beach Parkway frontage, and direct access to the Highway 54 Interchange. Obviously, those aspects are hard to come by making this piece very valuable to both the owners and the community.

When the original request was approved back in 2020, it was important to the City to maintain some commercial activity on the subject property so it would have continued income value for the community. At the time, the applicant submitted a plan that had both a restaurant and a hotel, in separate facilities, which required more property for the development and the necessary amenities of those uses. The applicant is now planning to combine the restaurant and hotel uses into one facility giving them slightly more property to devote to increasing the density of the condo development by 7 units to a total of 147 units.

Keep in mind that once this request is approved, the only development that can take place within the PUD District are those that conform to the permitted uses and regulations of the PUD itself. This includes everything from facility construction to infrastructure development.

Keeping in mind the existing conditions of the subject property, a recommendation of Heavy Traffic Commercial for the property by the Comprehensive Plan, I believe the proposed amendment will be a benefit to the developer while still accomplishing the commercial use goals of the community; **the Planning Department recommends approval of this request subject to the following provisions:**

Permitted Uses:

The development as illustrated in the submitted site development plan:

1) 147 condominium units
2) Minimum 72 room hotel facility with a 250-seat restaurant facility within the same structure.

Construction of the hotel and restaurant facilities can vary from the illustrated site plan to accommodate varying design preferences of the ownership provided the use requirements, parking requirements, and all other Building and Zoning Codes can be met.

Any other proposed use that deviates from the uses permitted in the above listed regulatory documents will require an amendment to the approved PUD.

Construction:

Construction shall be in accordance with the Building Codes as adopted by the City of Osage Beach at the time of Building Permit acquisition for each individual facility.

Bulk, Area, and Height Requirements:

Shall be in conformance with the Building Code, the final PUD document, and the Project Development Plan.

Public Facilities:

Engineering plans for water, streets, and sewer improvements will be submitted with the preliminary plat. These plans, including a drainage plan, must be submitted and approved prior to development. Coordination with the City Engineer is required to ensure that all public improvements are sized and designed to accommodate future phases of development and adjacent properties.

1. All required public improvements will be constructed by the applicants or subsequent owner(s). Financial assurances must be provided in conjunction with the preliminary and final plats.
2. Any infrastructure to be dedicated to the City of Osage Beach into any of the public systems must go through the required procedure for acceptance by the City.
3. Any existing Public Rights of Way to be vacated as part of this development must also go through the proper procedure as required by the City Code of Ordinances for the vacation of roads.

Access:

Access shall be derived from Osage Beach Parkway as illustrated in the PUD Site Plan. All street construction or improvements to the existing roads must conform to the city design guidelines.

Parking:

All development shall, at minimum, adhere to Osage Beach off-street parking requirements and the parking requirements as established in the final PUD Document at the time that it is constructed.

Buffering and Screening:

Buffering and screening shall be required as per the Osage Beach Zoning Code for the C-1 (General Commercial) and C-1b (Commercial Lodging) zones.

Exterior Lighting:

1. Exterior lighting shall be designed, located and constructed to eliminate or significantly reduce glare and/or a general increase in lighting intensity within the adjoining existing residential area(s). Additionally, all exterior lighting shall be so arranged and shielded so as to confine all direct light rays within the boundaries of this district.

2. All street lighting proposed shall meet the City's standards for street lighting for the specific designation for each roadway (thoroughfare, collector, local etc.). Applicants should coordinate with the City's Engineering Department on street lighting installations.

Signage:

All signage within the PUD District will be required to meet the city sign code and a permit must be acquired from the city prior to construction or placement of all signage whether it is a development wide or individual facility sign.

Maintenance of Open Space and Common Areas:

The maintenance of common area and facilities within the District shall remain the responsibility of the developer(s) or shall be assumed by a legally constituted property owners association that meets all the legal requirements prescribed by the City Attorney.

Platting:

All development within this PUD must be platted in accordance with Osage Beach Subdivision Regulations. The uses permitted and the intensity of development as prescribed by the approval of this PUD shall not be subject for review during the platting process.

Final Development Plan:

1. A final PUD development plan for the property has been submitted to the Planning Department and is enclosed in your packet. The submitted document is in line with the recommendations within this report and is ready for the Planning Commission to review and make a recommendation to the Board of Aldermen.

2. The preliminary plat and final plats will require complete review and approval as specified in the City of Osage Beach Subdivision Code.

Date Received: 4.19.23
Case #: 4-21

REZONING/SPECIAL USE PERMIT APPLICATION

1. Name of property owner: Topsider Condominiums, LLC Phone: (573) 216-1974

   Address: P. O. Box 450 City: Osage Beach State MO Zip: 65065

   List all owners of the property. If corporation or partnership, list names, addresses and phone numbers of principal officers or partners: Stuart Dabbs PO Box 450 Osage Beach - 314-680-0681 Richard Friend PO Box 450 Osage Beach - 573-760-3407 Chris Ahring PO Box 450 Osage Beach 573-701-3121 John Lock PO Box 450 Osage Beach 5732161974

2. Name of landowner's representative, if different from above: John Lock Phone: 573-216-1974

   Address: PO Box 450 City: Osage Beach State: MO Zip: 65065

3. All correspondence relative to this application should be directed to whom? John Lock

   Address: P.O. Box 450 City: Osage Beach State MO Zip: 65065

4. General location of property to be rezoned or for which special use permit is sought (include street numbers for existing structures):

   Address: 1065 Topsider Lane City: Osage Beach State MO Zip: 65065

   NE Corner of HWY 54 Grand Glaize Bridge.

5. Do you have a specific use proposed for this property? ☑ Yes ☐ No

   Explain all uses: Commercial Area: 5-story 72-room hotel with 250-seat restaurant on 87,265 ft² of the property.

   Condominium Area: 5 buildings totaling 147 units on 370,070 ft² of the property.

6. Area of property in square feet or acres: 457,335 ft² or 10.50 acres

7. Current zoning classification: C-1 & C-1b with PUD 1 overlay for the development of condominiums, a hotel & a restaurant

8. Sources of utilities: Water: City of Osage Beach Gas: Summit Natural Gas

   Sewer: City of Osage Beach Electric: Ameren Missouri

9. Proposed zoning classification: None, Amend PUD to increase condominium units from 139 units to 147 units

10. How long have you owned this property? 2 years

11. Current use of property (describe all improvements): Condominiums with future hotel and restaurant

12. Current use of all property adjacent to subject property: North: Residential

    South: US Highway 54 East: Commercial West: Commercial Condominiums

13. If zoning district or comparable use to that proposed adjoins or lies within the vicinity of subject property, please describe the use and its location:

Condominiums exist nearby

14. Do you own property abutting or in the vicinity of the subject property? ☑ Yes ☐ No

If yes, where is the property located and why was it not included with this application?

15. Do any private covenants or restrictions encumber the subject property which could be in conflict with the proposed zoning classification? ☐ Yes ☑ No

If yes, please remit copy of restrictions with Recorder of Deeds Book and Page number.

16. To your knowledge, has any previous application for the reclassification of the subject property been submitted? ☑ Yes ☐ No

17. How, in your opinion, will the rezoning affect public facilities (sewer, water, schools, roads, etc.), and what mitigating measures are proposed to address these problems, if any? Please include a letter from or regarding, City Engineering Department reviews of proposed zoning.

The necessary infrastructure improvements have been installed to support the 8 additional units.

18. How, in your opinion, will rezoning affect adjacent properties and what mitigating measures are proposed to address these problems, if any?

No problems are foreseen.

19. List the reasons why, in your opinion, this application for rezoning/special use permit should be granted (may be left blank if adequately described in letter to Planning Commission):

The request for 8 additional condominium units will not change the overall scope of the project for mixed-use development. The space necessary for parking and the additional units is available on site without reducing the commercial part of the development.

Notary Information

State of Missouri }
ss
County of Camden }

I, _____, owner/applicant, having read the procedures and instructions, make application for a change in the zoning district boundary lines as shown on the zoning maps of the City of Osage Beach, Missouri and explained in this application.

Signature Owner/Applicant: _____ Date: 4-4-23

Subscribed and sworn to before me on this 4th day of April, 2023

Melissa Robinson
Notary Public:

June 18, 2023
My Commission Expires:

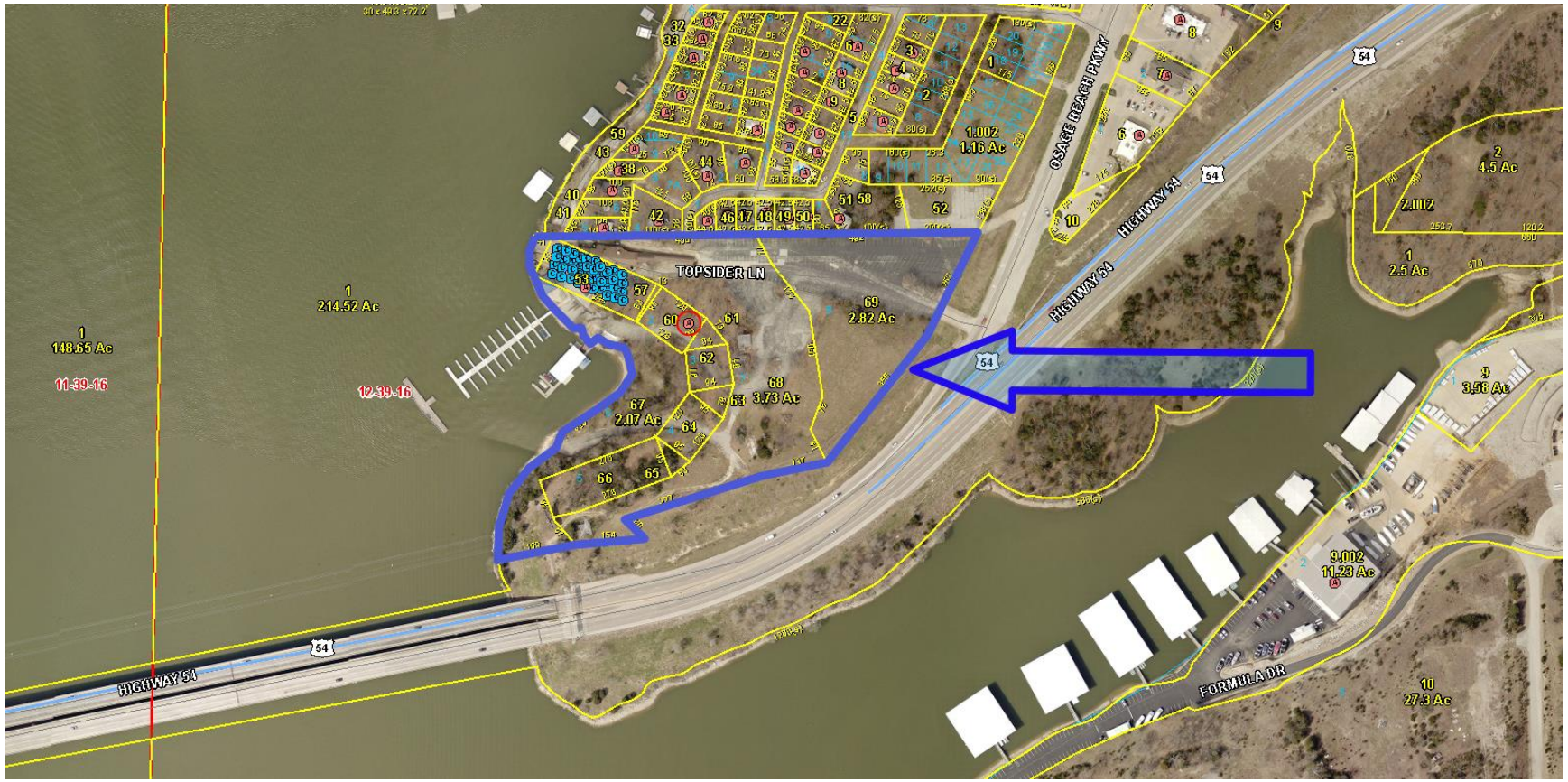
Person Accepting this Application:

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

MELISSA ROBINSON
My Commission Expires
June 18, 2023
Camden County
Commission #19999983

***Applications not properly signed and notarized may be removed from the Agenda and returned to the applicant via regular mail ***

CITY OF OSAGE BEACH
PLANNING DEPARTMENT
1000 CITY PARKWAY
OSAGE BEACH, MO 65065
573-302-2000 Phone – 573-302-0528 FAX

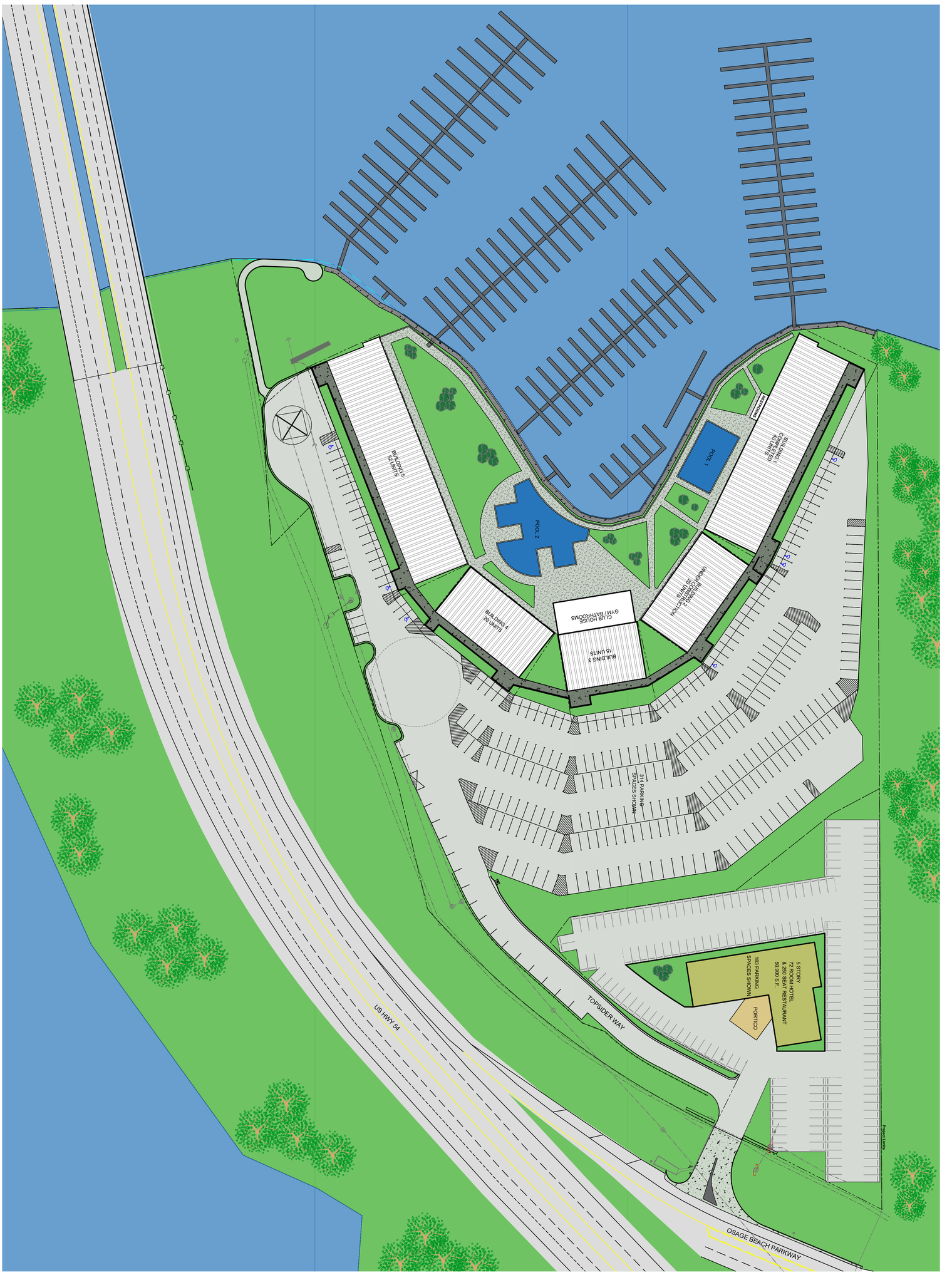


NORTH

Rezoning Case
421 Location Map

TOPSIDER SUBDIVISION

DRAWING DATE: 04/14/2023
REVISIONS:
DRAWN BY: LRS
SCALE: 1" = 50'



FILE LOCATION: MillerCo_Share\Projects\TOPSIDER CONDOMINIUMS LLC\Topsider Hotel Site Plan 03.29.2023.dwg

SHEET PLAN-01

MILLER COMPANIES
Engineering • Land Surveying • Environmental Services
P.O. BOX 282, OSAGE BEACH, MO 65065
Eng. (573)348-9799 Surv. (573)348-5552 Fax (573)348-2894
www.themillercos.com

Lee R. Schuman
PE-2014400094

Not for Preliminary Construction

SEAL

MO Certificate of Authority No.
E-2011027014

TOPSIDER CONDOMINIUMS
SITE PLAN
OSAGE BEACH, MO 65065

DRAWING DATE:	03/30/2023
REVISIONS:	
DRAWN BY:	SLB
SCALE:	1" =50'
PROJECT #:	22-265

City of Osage Beach
Agenda Item Summary

Date of Meeting:	June 15, 2023
Originator:	Jeana Woods, City Administrator
Presenter:	Jeana Woods, City Administrator

Agenda Item:
Bill 23-55 - An ordinance of the City of Osage Beach, Missouri, repealing Section 140.050 Sales Tax Holiday and repealing Ordinance 20.34 referring the decision concerning opting out of the State imposed "Back to School" Sales Tax Holiday to the Board of Aldermen each year. *First Reading*

Requested Action:
First Reading of Bill #23-55

Ordinance Referenced for Action:
Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:
None

Budgeted Item:
Not Applicable

Budget Line Information (if applicable):
Not Applicable

Department Comments and Recommendation:
Not Applicable

City Attorney Comments:
Per City Code 110.230, Bill 23-55 is in correct form.

City Administrator Comments:
Beginning on January 1, 2023, the State of Missouri, pursuant to RSMo 144.049, exempts all state and local sales or use taxes during the established Back-to-School Sales Tax Holiday, removing the option for local government opt-out; therefore, previously approved ordinance (Bill 20.34) which enacted the most recent changes to City Code Section 140.050 needs repealed/removed.

The State of Missouri made legislative changes to the above stated sales tax holiday, in addition to the Show Me Green Sales Tax Holiday and other manufacturing exemptions; however, we do not have any applicable ordinances in conflict with the other changes recently made by the State. City Code Chapter 140 outlines collection and imposed taxation within the City as subject to taxation by the State of Missouri.

BILL NO. 23-55 ORDINANCE NO. 23.55

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, REPEALING SECTION 140.050 SALES TAX HOLIDAY AND REPEALING ORDINANCE 20.34 REFERRING THE DECISION CONCERNING OPTING OUT OF THE STATE IMPOSED "BACK TO SCHOOL" SALES TAX HOLIDAY TO THE BOARD OF ALDERMEN EACH YEAR.

WHEREAS, Ordinance 20.34 was adopted by the Board of Aldermen to reserve itself the duty to make the Back-to-School Sales Tax exemption decision on an annual basis,

WHEREAS, pursuant to Section 144.049, RSMo, the Back-to-School Holiday was established for a three-day period beginning at 12:01 AM on the first Friday in August and ending at midnight on the following Sunday, exempting sales of certain clothing, personal computers, certain computer software, and school supplies,

WHEREAS, pursuant to Section 144.049, RSMo, beginning January 1, 2023, State of Missouri exempts all state and local sales or use taxes during the Back-to-School Holiday, removing local option to opt out of said tax holiday.

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

Section 1. The Board of Aldermen of the City of Osage Beach do hereby repeal Ordinance 20.34 enacted June 18. 2020.

Section 2. Section 140.050 of the Osage Beach Code of Ordinances is hereby repealed.

~~Section 140.050 **Sales Tax Holiday.**~~

~~Beginning in 2021 and every year thereafter, the City Clerk shall place upon the agenda of the Board of Aldermen an ordinance addressing the question of opting out of provisions of Section 144.049, RSMo., exempting sales of certain clothing, personal computers, certain computer software, and school supplies that occur within the boundaries of said City beginning at 12:01 A.M. on the first Friday in August and ending at 12:00 Midnight on the Sunday following from local sales taxes. Said ordinance shall appear on the agenda of the Board of Aldermen at the first meeting in May, for final action at the last meeting in May.~~

Section 3. Severability

The chapters, sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or otherwise invalid by the valid judgment or degree of any Court of any competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the same would have been enacted by the Board of Aldermen without the incorporation in this ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

Section 4. Repeal of Ordinances not to affect liabilities, etc.

Whenever any part of this ordinance shall be repealed or modified, either expressly or by implication, by a subsequent ordinance, that part of the ordinance thus repealed or modified shall continue in force until the subsequent ordinance repealing or modifying the ordinance shall go into effect unless

therein otherwise expressly provided; but no suit, prosecution, proceeding, right, fine or penalty instituted, created, given, secured or accrued under this ordinance previous to its repeal shall not be affected, released or discharged but may be prosecuted, enjoined and recovered as fully as if this ordinance or provisions had continued in force, unless it shall be therein otherwise expressly provided.

Section 5. 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 the above Ordinance No. 23.55 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays: Abstain: Absent:

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

_____ _____
Date Tara Berreth, City Clerk

Approved as to form:

_____
Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.55.

_____
Michael Harmison, Mayor

_____
Date

ATTEST:

_____
Tara Berreth, City Clerk

Taxation Division
PO Box 3380
Jefferson City, MO 65105-3380

RECEIVED DEC 2 0 2022

MISSOURI DEPARTMENT OF REVENUE

Phone: (573) 751-4896 Fax: (573) 522-1160
Email: localgov@dor.mo.gov

December 2022

Dear Political Subdivision,

This letter is to notify you of upcoming changes for the Show Me Green and Back-to-School Sales Tax Holidays, and the changes to the manufacturing exemption.

Each year, the state of Missouri provides two sales tax holidays, Back-to-School and Show Me Green, where qualifying items purchased during these holidays are exempt from state sales and use tax and some local sales and use taxes. During the 2021 legislative session, Section 144.049, RSMo and Section 144.526, RSMo, were amended to repeal the ability for political subdivisions to opt out of the sales tax holidays. This change is effective January 1, 2023. Sales of qualified items during either holiday will be exempt from state and local sales and use taxes.

For information on the sales tax holidays, please visit the Department's website at dor.mo.gov/taxation/business/tax-types/sales-use/holidays/.

Section 144.054, RSMo, was also amended to exempt the purchases of machinery, equipment, materials and chemicals used or consumed in manufacturing, processing, compounding, mining, or producing any product or used in research and development related to manufacturing, processing compounding, mining, or producing any product from state and local sales and use tax. This change is effective January 1, 2023. Previously, this exemption only applied to state sales and use tax and local use tax, but did not apply to local sales tax.

If you have questions concerning upcoming rate changes, please contact the Local Tax Unit at the above address, telephone number, fax number, or email.

Sincerely,

Taxation Division

City of Osage Beach
Agenda Item Summary

Date of Meeting: June 15, 2023
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:
Bill 23-56 - An ordinance of the City of Osage Beach, Missouri, adding Section 140.015 Sales Tax Imposed on Retail Sales of Adult-Use Marijuana, directing the application of the sales tax revenue to be collected for the purpose of funding Parks and Recreation and Public Safety Services, such sales tax to be at the rate of Three Percent on all Retail Sales of Adult-use Marijuana within the City of Osage Beach, Missouri which are subject to taxation pursuant to Article XIV, Section 2.36(5) of the Missouri Constitution. *First Reading*

Requested Action:
First Reading of Bill #23-56

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 - Stated Sales Tax as approved by voters on April 4, 2023 become effective October 1, 2023.

Budgeted Item:
Not Applicable

Budget Line Information (if applicable):
Not Applicable

Department Comments and Recommendation:
Not Applicable

City Attorney Comments:

City Administrator Comments:
Voter's approved the below stated ballot issue question on April 4, 2023, the municipal general election, imposing a 3% sales tax on adult-use marijuana sold within the City

limits. Sales tax becomes effective October 1, 2023. Bill 23-56 establishes an ordinance regarding use and collection as approved by voters.

Ballot Issue Question:
Shall the City of Osage Beach, Missouri, impose a three percent (3%) sales tax on all retail sales of adult use marijuana sold within the City of Osage Beach, Missouri, for the purpose of funding capital improvements and operation and maintenance for Parks and Recreation, and for capital improvements and operations of Public Safety Services, including Police, 911 Communication, and Ambulance services.

BILL NO. 23-56 ORDINANCE NO. 23.56

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ADDING SECTION 140.015 SALES TAX IMPOSED ON RETAIL SALES OF ADULT-USE MARIJUANA, DIRECTING THE APPLICATION OF THE SALES TAX REVENUE TO BE COLLECTED FOR THE PURPOSE OF FUNDING PARKS AND RECREATION AND PUBLIC SAFETY SERVICES, SUCH SALES TAX TO BE AT THE RATE OF THREE PERCENT ON ALL RETAIL SALES OF ADULT USE MARIJUANA WITHIN THE CITY OF OSAGE BEACH, MISSOURI WHICH ARE SUBJECT TO TAXATION PURSUANT TO ARTICLE XIV, SECTION 2.36(5) OF THE MISSOURI CONSTITUTION.

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

WHEREAS, Osage Beach, Missouri voters approved said tax on April 4, 2023, authorizing the Board of Aldermen of the City of Osage Beach, Missouri, to impose the tax herein.

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

Section 1. Within the City Code there are herby enacted new Section as set forth below:

Section 140.015 **Sales Tax Imposed on Retail Sales of Adult-Use Marijuana.**

A. As authorized by Article XIV, § 2.6(5) of the Missouri Constitution, a sales tax at the rate of three percent (3.0%) is hereby imposed on all retail sales of adult-use marijuana sold in the City of Osage Beach, Missouri.

B. All monies received by the City as a result of said tax shall be deposited by the City Treasurer, or other authorized City Officer, in the General Fund and shall be expended only for purpose of funding capital improvements and operation and maintenance for Parks and Recreation, and for capital improvements and operation of Public Safety Services, including Police, 911 Communication, and Ambulance services.

C. Said sales tax shall become effective the 1st day of October, 2023, and shall be levied and collected in the manner provided by law.

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 the above Ordinance No. 23.56 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays: Abstain: Absent:

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

_____ _____
Date Tara Berreth, City Clerk

Approved as to form:

_____
Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.56.

_____
Michael Harmison, Mayor

_____
Date

ATTEST:

_____
Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: June 15, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:
Bill 23-57 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a 3-year Janitorial Service agreement with Woodley Building Maintenance for an amount not to exceed $77,220.00 *First and Second Reading*

Requested Action:
First & Second Reading of Bill #23-57

Ordinance Referenced for Action:
Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:
Yes - We would like to get this company started as soon as possible. City Staff is currently providing this services in addition to their assigned duties.

Budgeted Item:
Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 10-09-742000 Janitorial Service

FY2023 Budgeted Amount:	$25,664.00
FY2023 Expenditures to Date (06/05/23):	($ 6,410)
FY2023 Available:	$19,254
FY2023 Requested Amount:	$20,734.50

Budget Line Item/Title: 20-00-742000 Janitorial Service

FY2023 Budgeted Amount:	$4,200
FY2023 Expenditures to Date (06/05/23):	($ 1,113)
FY2023 Available:	$3,087
FY2023 Requested Amount:	$3,291.92

Budget Line Item/Title: 30-00-742000 Janitorial Service

FY2023 Budgeted Amount:	$4,200
FY2023 Expenditures to Date (06/05/23):	($ 1,113)
FY2023 Available:	$3,087
FY2023 Requested Amount:	$3,291.92

Budget Line Item/Title: 35-00-742000 Janitorial Service

FY2023 Budgeted Amount:	$4,200
FY2023 Expenditures to Date (06/05/23):	($ 1,1113)
FY2023 Available:	$3,087
FY2023 Requested Amount:	$3,291.92

Budget Line Item/Title: 45-00-742000 Janitorial Service

FY2023 Budgeted Amount:	$6,500
FY2023 Expenditures to Date (06/05/23):	($ 1,292)
FY2023 Available:	$5,208
FY2023 Requested Amount:	$5,199.84

Budget Line Item/Title: 47-00-742000 Janitorial Service

FY2023 Budgeted Amount:	$3,500
FY2023 Expenditures to Date (06/05/23):	($ 658)
FY2023 Available:	$2,842
FY2023 Requested Amount:	$2,799.91

Department Comments and Recommendation:

We bid for these services again after the previous low bidder decided not to move forward. The bids were opened in late May. The City only received one bid. Woodley Building Maintenance provided a bid for $77,220 per year to clean everything listed in the attached Exhibit A. Our previous vendor had a contract that paid them $47,000 yearly. This price is significantly higher than what was budgeted. That said, I have checked all of their references and this company comes very highly recommended. We are asking for first and second reading of this so we can get the vendor in quicker and get our buildings back in a more presentable condition.

Attached is a spreadsheet that breaks out the costs and effects this will have on the 2023 budget for this service. Because the cost for these services is so much higher than what was paid to our previous vender, there are several budget amendments that may be necessary sometime later in the year. This will depend on whether or not they can start on July 1st. If needed, amendments requiring Board approval will be brought to the Board later in the year prior to us going over budget in any of the accounts, as needed. I recommend approval.

City Attorney Comments:
Per City Code 110.230, Bill 23-57 is in correct form.

City Administrator Comments:
I concur with the department's recommendation.

BILL NO. 23.57 ORDINANCE NO. 23.57

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO SIGN A 3-YEAR JANITORIAL SERVICE AGREEMENT WITH WOODLEY BUILDING MAINTENANCE FOR AN AMOUNT NOT TO EXCEED $77,220.00.

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

Section 1. That the Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with Woodley Building Maintenance substantially under the terms set forth in the attached contract identified as Exhibit A

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Seventy-Seven Thousand Two Hundred Twenty-Two dollars ($77,220.00)

Section 3. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Contract.

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

READ FIRST TIME: READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.57 was duly passed on by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays: Abstain: Absent:

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

Date

_____
Tara Berreth, City Clerk

Approved as to form:

_____
Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.57.

_____
Michael Harmison, Mayor

Date

ATTEST:

_____
Tara Berreth, City Clerk

CITY OF OSAGE BEACH
JANITORIAL SERVICES AGREEMENT

THIS JANITORIAL SERVICES AGREEMENT (the "Agreement") states the terms and conditions that govern the contractual relationship between the City of Osage Beach, Missouri ("**City**") and Woodley Building Maintenance ("Contractor"), on the following terms.

I. TERMS

1. **Definitions.** The following terms shall have these defined meanings:

    a. "**Work**" shall mean all of the work described in the attached Exhibit A.

    b. "**Term**" shall mean both the "**Initial Term**" of July 1, 2023 through June 30, 2024, the "**First Renewal Term**" of July 1, 2024 through June 30, 2025, and the "**Second Renewal Term**" of July 1, 2025 through June 30, 2026.

2. **Contractor's Obligations.**

    a. *Term.* Contractor hereby agrees to perform the Work during the Initial Term. The City may extend this Agreement for the Renewal Terms on the terms herein by giving written notice to Contractor no later than April 1 prior to the commencement of each Renewal Term.

    b. *Professionalism.* Contractor will exercise the care and skill ordinarily used by members of the subject profession practicing under similar circumstances (as defined by the appropriate licensing authority, professional standards, and/or relevant industry practices). Contractor understands that it will be perceived as a representative of the City and will ensure its personnel and any subcontractors will conduct themselves in a thoroughly professional and respectable manner while performing all Work for the City and while on-site. Contractor shall ensure its personnel and any subcontractors comply with all City policies while on-site. Contractor and its personnel and any subcontractors will comply with all reasonable instructions and requests by the City. City property and resources are to be used only in ways that are consistent with their lawful intended purpose.

c. *Time.* If a specific time of performance of the Work is provided, that time shall control. If a specific time of performance is not provided, Contractor's obligation to perform the Work will be for a period which may reasonably be required for the completion thereof. If City has requested changes in the scope or character of the Work and a specific time was not included in such changes, the time for performance shall be adjusted equitably.

d. *Insurance.* Contractor shall purchase and maintain insurance as set forth below:

i. Commercial General Liability insurance with a limit of $1,000,000 for each occurrence and $2,000,000 general aggregate;

ii. Workers Compensation and Employer's Liability insurance in accordance with statutory requirements, with a limit of $1,000,000 for each accident;

iii. If Contractor is using a company-owned vehicle to perform the Work, Automobile Liability insurance with a limit of $1,000,000 for each accident, combined single limit for bodily injury and property damage.

Upon request, Contractor shall cause City to be named as additional insured for any or all of such policies.

e. *Licenses, Permits, Taxes.* Contractor must have or obtain a City merchant's license. Contractor shall be responsible for applying for, obtaining, and maintaining all licenses, permits, and other approvals required for itself, including but not limited to the Work. Contractor shall be responsible for paying all sales, income, property, and other taxes required to carry on its business.

f. *Safety.* Contractor must have a formal safety-training program in place, which addresses issues associated with hazardous situations, proper lifting, operation of equipment, and use of personal protection equipment, and all OSHA Safety Requirements.

g. *Communication.* Contractor will provide timely replies to City's inquiries and requests for information. Contractor's point of contact for this Agreement is: Chara Lisenbee.

3. **City's Obligations.**

a. *Payment.* City hereby agrees to pay Contractor for the Work as follows:

i. $77,220.00 per year, payable in twelve equal monthly installments;

ii. $25.00 per hour for additional services requested by the City.

City will pay Contractor on the first Friday of the month following the month in which services were rendered.

b. *Criteria and Direction.* City will provide Contractor with all criteria and full information as to City's requirements for the Work, including objectives, design, capacity, performance, and budgetary requirements and limitations.

c. *Access.* Unless otherwise specified in the RFP, City will arrange for access to and make all provisions for Contractor to enter upon public and private property as required to perform the Work.

d. *Cooperation.* City will examine alternative solutions, reports, drawings, specifications, and other documents presented by Contractor and render timely decisions pertaining to the documents. City will participate in conferences, meetings, bid openings, and other similar aspects of the Project as requested by Contractor.

e. *Permitting and Approvals.* City will provide timely reviews, approvals, licenses, and permits from where it has jurisdiction over components or phases of the Work. Such approvals are contingent upon Contractor meeting the requirements therefor.

f. City will provide timely replies to Contractor's inquiries and requests for information. City's point of contact for this Agreement is: Mike Welty, Assistant City Administrator.

II. STANDARD CONDITIONS

The following conditions are standard in all City of Osage Beach contracts and are only to be modified with substantial justification, and then only as much as necessary to accommodate such justification.

4. **Appropriations.** The continuation of this Agreement is contingent upon annual appropriation of funds by the Osage Beach Board of Aldermen. In the event the Board of Aldermen shall not budget and appropriate, specifically with respect to this Agreement, on or before January 1, subsequent years of the contract moneys sufficient to make all payments under this Agreement, the City shall not be obligated to make those payments.

5. **Pre-Contract Expense.** The City shall not be obligated to pay or liable for any cost incurred by Contractor prior to execution of this Agreement. All costs to prepare and submit a response to this and any other RFQ, RFP, or IFB shall be borne by the proposer.

6. **Assignment or Transfer.** Neither this Agreement, nor any portion thereof, shall be transferred or assigned without formal written approval by the City.

7. **Discrimination Policy.** The City of Osage Beach advises the public that it does not discriminate on the basis of disability, race or color, national origin, religion, age, or sex in employment or the provision of municipal services. Contractor shall not discriminate on any prohibited basis and shall comply with all applicable employment laws.

8. **Laws, Ordinances, and Regulations.** Contractor shall conform to all Federal, State, and local regulations, ordinances, and laws applicable to Contractor, the City, or the subject matter of this Agreement. The City shall not be responsible for any fees, charges, money, or other obligations due as result of from any service provided under this Agreement. Contractor shall conform to all changes made to this Agreement as a result of any ordinance, law and/or directive issued by the Federal, State, or local authority having jurisdiction over this Agreement, Contractor, or the City.

9. **E-Verify.** If this Agreement is for an aggregate value in excess of $5,000.00, Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the Work. *See* R.S.Mo. § 285.530.

10. **Indemnification by Contractor.** Contractor shall indemnify, save, and hold harmless the City, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Contractor or its employees, agents, subcontractors, or assignees arising out of this Agreement.

11. **No Indemnification by City.** Nothing in this Agreement shall be construed to require the City to indemnify Contractor. Such indemnification is illegal under Missouri law. *See* Mo. A.G. Opinion 138-87 (1987).

12. **Sunshine Law.** All material submitted to the City will become public record and will be subject to the Missouri Sunshine Act, R.S.Mo. Chapter 610. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from other materials. Contractor must include justification for the request. The City's obligation to comply with the Sunshine Act supersede any request by Contractor that material be treated as proprietary or confidential.

13. **Ownership of Work Product.** All documents and other work product created by Contractor under this Agreement shall become the property of City once the invoice for the preparation of such document or work product has been paid.

14. **Termination.** The City reserves the right to terminate this Agreement without cause by giving 30 days' written notice to Contractor. City may terminate this Agreement upon written notice of any violation of this Agreement if such violation is not cured within 7 calendar days of such notice. City may immediately terminate this Agreement for any material violation or any violation which creates a risk to the health, safety, or welfare of any person or property.

15. **Notices.** All formal notices or other documents required by this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at:

For City:	For Contractor:
City Clerk	Diana Hartzler
1000 City Parkway	8601 E. 63rd Street
Osage Beach, MO 65065	Kansas City, MO 641333

City may also serve written notice to Contractor by personal delivery to any of its owners, officers, or employees.

16. **Necessary Documents.** The parties agree to execute and deliver without additional consideration such instruments and documents and to take such further actions as they may reasonably request in order to fulfill the intent of and give effect to this Agreement and the transactions contemplated thereby.

17. **Entire Agreement.** This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

18. **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein.

19. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

20. **Governing Law; Venue for Disputes.** This Agreement was made in the State of Missouri and shall be interpreted under and governed by the laws of the State of Missouri. Any action arising out of this Agreement or its subject matter shall be filed in the Circuit Court for Camden County, Missouri or the Associate Division thereof and the parties hereby consent and agree to the exclusive personal and subject-matter jurisdiction of that Court.

21. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement.

22. **Severability.** If any provision in this Agreement shall be found to be void, the other provisions of this Agreement shall survive and remain enforceable.

23. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile or electronic (such as .PDF) copy of this Agreement or a signature thereto shall have the same force and effect as an original.

24. **Binding Effect.** This Agreement, subject to the above conditions of assignment, shall be binding upon and inure to the benefit of all parties and their respective legal representatives, successors, heirs, and assigns.

III. SPECIAL CONDITIONS

The following conditions are special to this Agreement. Any Special Condition which conflicts with or varies a Standard Condition shall be strictly construed in favor of the City.

25. **Additional Safety Requirements.** Contractor must have a formal training plan in place for employee safety relative to proper handling, labeling and use of janitorial supplies, chemicals and MSDS requirements.

IV. ACCEPTANCE

CITY:	**CONTRACTOR:**
CITY OF OSAGE BEACH, MISSOURI	**WOODLEY BUILDING MAINTENANCE**
_____ _____	_____ _____
BY: Michael Harmison **Date**	**BY:** **Date**
ITS: Mayor	**ITS:**

Attest:

_____ _____

BY: Tara Berreth **Date**
ITS: City Clerk

EXHIBIT A
SCOPE OF SERVICES

GENERAL REQUIREMENTS

Contractor shall service the following locations:

City Hall and Police Department - 1000 City Parkway, Osage Beach MO 65065
Public Works - 5757 Chapel Dr., Osage Beach MO 65065
Lee C. Fine Airport – 1111 Lee C Fine, Brumley MO 65020
Grand Glaze Airport – 957 Airport Rd, Osage Beach MO 65065

The Contractor will be required to invoice monthly. All invoices shall be mailed to City Hall 1000 City Parkway, Osage Beach, MO 65065. Additional areas may be requested for services based on a per square foot or per hour basis, as agreed upon by both parties prior to additional service performed.

Contractor shall have access to janitorial closet at each location indicated above. Contractor shall keep all labeled cleaning agents, chemicals, supplies and equipment in good order in such closet.

The City will furnish all paper products, disposable items and trash can liners. The Contractor will notify the City when the supply stock is nearing completion.

CITY HALL BUILDING

The following services are to be provided on Monday, Wednesday, and Friday. Services are to be provided after 5:00 p.m. on the days specified, unless other arrangements are made with the Assistant City Administrator and/or the Building Official.

Break Rooms

Kitchens, Kitchenettes

a. Clean and disinfect sinks, counters, and tables.
b. Wipe all vending machines. Clean outside of refrigerators and the inside and outside of microwaves and stoves. Notify City of excessive abuse.
c. Clean and align chairs in applicable rooms.
d. Clean and dust horizontal and vertical surfaces including baseboards and blinds, as necessary.
e. Empty trash receptacles and replace with new trash liners.

Jail Cells

a. Clean toilets and sinks in jail cells. Notify City of any excessive abuse.
b. Sweep and mop all tile floors using disinfectant on floors.

Elevators, Courtroom, Conference Rooms, Fitness Rooms, Hallways and Patrol Officers Area Room 209, Police Records/Front Desk area

a. Vacuum all carpeted areas, including area rugs. (Including Veteran Office)
b. Turn off any lights that you turned on. Lock any doors that you unlocked.
c. Disinfect all door handles, knobs and push bars.
d. Empty trash receptacles including all individual work areas with new trash liners.

Stairwells/Vestibules

a. Empty all trash receptacles inside and outside, including ashtrays and replace with new trash liners.
b. Clean doors and door glass inside and outside
c. Clean windows inside and outside (grade level only).
d. Clean and shine drinking fountains.
e. Sweep and mop all tile floors, including stairwells.
f. Vacuum all carpeted areas, including area rugs.
g. Turn off any lights that you turned on. Lock any doors that you unlocked.
h. Disinfect all door handles, knobs, and push bars.
i. Dust and disinfect all handrails and guardrails.
j. Clean and dust horizontal and vertical surfaces including baseboards and blinds as necessary.

The following services are to be provided daily. Services are to be provided after 5:00 p.m. on Monday thru Friday, unless other arrangements are made with, the Assistant City Administrator and/or the Building Official.

Front Lobby Area and All Restrooms, Men's and Women's, Located at City Hall

Lobby Areas

a. Clean as described in stairwells/vestibules.
b. Empty trash receptacles, inside and out and replace with new trash liners.

Floors

a. Tile floors will be maintained by sweeping and mopping using disinfectant and buffing twice a month. (New flooring on Police side do not require buffing)

b. Ceramic tile will be maintained by sweeping and mopping using disinfectant.

Restrooms

a. Clean and disinfect toilets, urinals, sinks, stalls, partitions, towel dispensers, grab bars and door handles.
b. Replenish all soap, paper and disposable products.
c. Clean and shine mirrors, towel dispensers, grab bars and door handles.
d. Wash or dust all stalls, walls, baseboards, vents and lockers as necessary.
e. Sweep and mop all tile floors using disinfectant on floors.
f. Turn off any lights that you turned on.
e. Empty trash receptacles and replace with new trash liners.

The following services are to be provided on a monthly basis. Services are to be provided after 5:00 p.m. on the days specified, unless other arrangements are made with, the Assistant City Administrator and/or the Building Official.

a. Unfinished area on the lower level shall be swept once per month.

PUBLIC WORKS

The following services are to be provided on Tuesdays and Thursdays. Services are to be provided after 4:00 p.m. on the days specified, unless other arrangements are made with the Public Works Operations Manager and/or the Assistant City Administrator.

Main office area downstairs, Forman's office, map room, hallways, and stairs

a. Clean and disinfect counters and tables.
b. Clean interior glass surfaces not including outside windows.
c. Sweep and mop all tile and vinyl floors.
d. Vacuum, sweep, or shake rugs (vacuum provided by Public Works)

Breakroom

a. Clean and disinfect sinks, counters, and tables.
b. Wipe down vending machines.
c. Sweep and mop all tile floors using disinfectant.
d. Vacuum, sweep, or shake rugs (vacuum provided by Public Works)

Lobby areas

a. Empty and replace with new trash liners inside and outside, including ashtrays.
b. Clean doors and door glass
c. Sweep and mop vinyl floors using disinfectant.
d. Vacuum, sweep, or shake rugs (vacuum provided by Public Works)

Outside trash can

a. Empty and replace with new trash liners.

Bay area

a. Empty and replace with new trash liners.

The following services are to be provided daily. Services are to be provided after 5:00 p.m. on weekdays, unless other arrangements are made with, the Assistant City Administrator and/or the Building Official.

All Restrooms, Men's and Women's, Located at Public Works

Restrooms

a. Clean and disinfect toilets, urinals, sinks, stalls, partitions, towel dispensers, grab bars and door handles.
b. Replenish all soap, paper, and disposable products.
c. Clean and shine mirrors, towel dispensers, grab bars and door handles.
d. Wash or dust all stalls, walls, baseboards, vents, and lockers as necessary.
e. Sweep and mop all tile floors using disinfectant on floors.
f. Turn off any lights that you turned on.
g. Empty trash receptacles and replace with new trash liners.

LEE C. FINE AND GRAND GLAIZE AIRPORTS

The following services are to be provided on Tuesday and Thursday at Lee C. Fine Airport and on Thursday at Grand Glaize Airport. Services are to be provided after 5:00 p.m. on the days specified, unless other arrangements are made with the Assistant City Administrator and/or the Building Official.

Restrooms

a. Clean and disinfect toilets, urinals, sinks, stalls, partitions, towel dispensers, grab bars and door handles.
b. Replenish all soap, paper, and disposable products.

c. Clean and shine mirrors, towel dispensers, grab bars and door handles.
d. Wash or dust all stalls, walls, baseboards, vents, and lockers as necessary.
e. Sweep and mop all tile floors using disinfectant on floors.
f. Turn off any lights that you turned on.
g. Empty trash receptacles and replace with new trash liners.

Kitchens, Kitchenettes, Breakrooms, and Front Desk area

a. Clean and disinfect sinks, counters, and tables.
b. Wipe all vending machines. Wipe inside and outside of refrigerators, microwaves, and stoves. Notify City of excessive abuse.
c. Clean and align chairs in applicable rooms.
d. Clean and dust horizontal and vertical surfaces including baseboards and blinds as necessary.
e. Sweep and mop all tile floors using disinfectant on floors.
f. Vacuum all carpeted areas, including area rugs.
g. Turn off any lights that you turned on. Lock any doors that you unlocked.
h. Disinfect all door handles, knobs, and push bars.
i. Empty trash receptacles and replace with new trash liners, including all individual work areas.

Lobby Areas

a. Empty all trash receptacles inside and outside and replace with new trash liners, including ashtrays.
b. Clean doors and door glass inside and outside
c. Clean and shine drinking fountains.
d. Sweep and mop all tile floors using disinfectant on floors.
e. Vacuum all carpeted areas, including area rugs.
f. Turn off any lights that you turned on. Lock any doors that you unlocked.
g. Disinfect all door handles, knobs, and push bars.
h. Dust and disinfect all handrails and guardrails.
i. Clean and dust horizontal and vertical surfaces including baseboards and blinds as necessary.

June-23

City Of Osage Beach Janitorial Service Breakdown
New Janitorial Contract Impact on 2023 Budget

Department	General Ledger Account #	New Monthly Cost	Spent to Date	2023 Estimated	2023 Budget	Variance
City Hall	10-09-742000	$3,455.75	$ 6,410.00	$ 27,144.50	$ 25,664.00	$ 1,480.50
Trans	20-00-742000	$548.65	$ 1,113.00	$ 4,404.92	$ 4,200.00	$ 204.92
Water	30-00-742000	$548.65	$ 1,113.00	$ 4,404.92	$ 4,200.00	$ 204.92
Sewer	35-00-742000	$548.65	$ 1,113.00	$ 4,404.92	$ 4,200.00	$ 204.92
LCF	45-00-742000	$866.64	$ 1,292.00	$ 6,491.84	$ 6,500.00	$ (8.16)
GG	47-00-742000	$466.65	$ 658.00	$ 3,457.91	$ 3,500.00	$ (42.09)

$6,435.00

Tara Berreth
City Clerk
City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065

SUBMITTED BY: Woodley Building Maintenance
Company Name

DATE SUBMITTED: 5-18-2023

Your Bid

$ 6,435.00 price for all Services listed in Exhibit A.

$ 1,000.00 price for Expanded Services.

$ 25.00 per hour cleaning for any additional services not listed. (Used for emergency service requests and special projects)

Response time is very important to the city; please provide us with the address from which your personnel will be responding to emergency service requests.

30 minutes

Our office is in Jefferson City

But our staff will be local

LICENSE or CERTIFICATE NUMBER, if applicable _____

Description of proposer's recent experience/references -- attach additional sheet(s) if necessary:
See Proposal

Pursuant to and in accordance with the above stated RFP, the undersigned hereby declares that they have examined the **Osage Beach Janitorial Service** RFP documents and Exhibit A- specifications for the Janitorial Service. The undersigned proposes and agrees, if their proposal is accepted, to furnish the materials and services described in the RFP documents.

Company Woodley Building Maintenance By _____
(Authorized Representative)

Address 8601 E. 63rd. Street

Kansas City, MO 641333

Diana Hartzler
(Print or type name and title)

Phone 816-358-9444 Email diana.hartzler@wbmservices.com

FAX 816-358-7121 Date 5-18-2023

INVIATION TO BID
FOR JANITORIAL SERVICE
CITY OF OSAGE BEACH, MISSOURI

General Requirements

The Janitorial Services Company (hereafter referred to as Company) desired is one which is highly professional, has broad experience with servicing commercial property and expertise with commercial grade cleaning agents, chemicals, and related equipment.

Company shall have access to janitorial closet at each location indicated above. Company shall keep all labeled cleaning agents, chemicals, supplies and equipment in good order in such closet.

The city will furnish all paper products, disposable items and trash can liners. The Company will notify the City when the supply stock is nearing completion.

- **City Hall Building**

The following services are to be provided on Monday, Wednesday, and Friday. Services are to be provided after 5:00 p.m. on the days specified, unless other arrangements are made with the Assistant City Administrator and/or the Building Official.

Break Rooms

Kitchens, Kitchenettes

a. Clean and disinfect sinks, counters, and tables.
b. Wipe all vending machines. Clean outside of refrigerators and the inside and outside of microwaves and stoves. Notify City of excessive abuse.
c. Clean and align chairs in applicable rooms.
d. Clean and dust horizontal and vertical surfaces including baseboards and blinds, as necessary.
e. Empty trash receptacles and replace with new trash liners.

Jail Cells

a. Clean toilets and sinks in jail cells. Notify City of any excessive abuse.
b. Sweep and mop all tile floors using disinfectant on floors.

Elevators, Courtroom, Conference Rooms, Fitness Rooms, Hallways and Patrol Officers Area Room 209, Police Records/Front Desk area

a. Vacuum all carpeted areas, including area rugs. (Including Veteran Office)
b. Turn off any lights that you turned on. Lock any doors that you unlocked.
c. Disinfect all door handles, knobs and push bars.
d. Empty trash receptacles including all individual work areas with new trash liners.

Stairwells/Vestibules

a. Empty all trash receptacles inside and outside, including ashtrays and replace with new trash liners.
b. Clean doors and door glass inside and outside
c. Clean windows inside and outside (grade level only).
d. Clean and shine drinking fountains.
e. Sweep and mop all tile floors, including stairwells.
f. Vacuum all carpeted areas, including area rugs.
g. Turn off any lights that you turned on. Lock any doors that you unlocked.
h. Disinfect all door handles, knobs, and push bars.
i. Dust and disinfect all handrails and guardrails.
j. Clean and dust horizontal and vertical surfaces including baseboards and blinds as necessary.

The following services are to be provided daily. Services are to be provided after 5:00 p.m. on Monday thru Friday, unless other arrangements are made with, the Assistant City Administrator and/or the Building Official.

Front Lobby Area and All Restrooms, Men's and Women's, Located at City Hall

Lobby Areas

a. Clean as described in stairwells/vestibules.
b. Empty trash receptacles, inside and out and replace with new trash liners.

Floors

a. Tile floors will be maintained by sweeping and mopping using disinfectant and buffing twice a month. (New flooring on Police side do not require buffing)
b. Ceramic tile will be maintained by sweeping and mopping using disinfectant.

Restrooms

a. Clean and disinfect toilets, urinals, sinks, stalls, partitions, towel dispensers, grab bars and door handles.
b. Replenish all soap, paper and disposable products.
c. Clean and shine mirrors, towel dispensers, grab bars and door handles.
d. Wash or dust all stalls, walls, baseboards, vents and lockers as necessary.
e. Sweep and mop all tile floors using disinfectant on floors.
f. Turn off any lights that you turned on.
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The following services are to be provided on a monthly basis. Services are to be provided after 5:00 p.m. on the days specified, unless other arrangements are made with, the Assistant City Administrator and/or the Building Official.

a. Unfinished area on the lower level shall be swept once per month.

➢ **Public Works**

The following services are to be provided on Tuesdays and Thursdays. Services are to be provided after 4:00 p.m. on the days specified, unless other arrangements are made with the Public Works Operations Manager and/or the Assistant City Administrator.

Main office area downstairs, Forman's office, map room, hallways, and stairs

a. Clean and disinfect counters and tables.
b. Clean interior glass surfaces not including outside windows.
c. Sweep and mop all tile and vinyl floors.
d. Vacuum, sweep, or shake rugs (vacuum provided by Public Works)

Breakroom

a. Clean and disinfect sinks, counters, and tables.
b. Wipe down vending machines.
c. Sweep and mop all tile floors using disinfectant.
d. Vacuum, sweep, or shake rugs (vacuum provided by Public Works)

Lobby areas

a. Empty and replace with new trash liners inside and outside, including ashtrays.
b. Clean doors and door glass
c. Sweep and mop vinyl floors using disinfectant.
d. Vacuum, sweep, or shake rugs (vacuum provided by Public Works)

Outside trash can

a. Empty and replace with new trash liners.

Bay area

a. Empty and replace with new trash liners.

The following services are to be provided daily. Services are to be provided after 5:00 p.m. on weekdays, unless other arrangements are made with, the Assistant City Administrator and/or the Building Official.

All Restrooms, Men's and Women's, Located at Public Works

Restrooms

a. Clean and disinfect toilets, urinals, sinks, stalls, partitions, towel dispensers, grab bars and door handles.
b. Replenish all soap, paper, and disposable products.
c. Clean and shine mirrors, towel dispensers, grab bars and door handles.
d. Wash or dust all stalls, walls, baseboards, vents, and lockers as necessary.
e. Sweep and mop all tile floors using disinfectant on floors.
f. Turn off any lights that you turned on.
g. Empty trash receptacles and replace with new trash liners.

➢ Lee C. Fine and Grand Glaize Airport

The following services are to be provided on Tuesday and Thursday at Lee C. Fine Airport and on Thursday at Grand Glaize Airport. Services are to be provided after 5:00 p.m. on the days specified, unless other arrangements are made with the Assistant City Administrator and/or the Building Official.

Restrooms

a. Clean and disinfect toilets, urinals, sinks, stalls, partitions, towel dispensers, grab bars and door handles.
b. Replenish all soap, paper, and disposable products.
c. Clean and shine mirrors, towel dispensers, grab bars and door handles.
d. Wash or dust all stalls, walls, baseboards, vents, and lockers as necessary.
e. Sweep and mop all tile floors using disinfectant on floors.
f. Turn off any lights that you turned on.
g. Empty trash receptacles and replace with new trash liners.

Kitchens, Kitchenettes, Breakrooms, and Front Desk area

a. Clean and disinfect sinks, counters, and tables.
b. Wipe all vending machines. Wipe inside and outside of refrigerators, microwaves, and stoves. Notify City of excessive abuse.
c. Clean and align chairs in applicable rooms.
d. Clean and dust horizontal and vertical surfaces including baseboards and blinds as necessary.
e. Sweep and mop all tile floors using disinfectant on floors.
f. Vacuum all carpeted areas, including area rugs.
g. Turn off any lights that you turned on. Lock any doors that you unlocked.
h. Disinfect all door handles, knobs, and push bars.
i. Empty trash receptacles and replace with new trash liners, including all individual work areas.

Lobby Areas

a. Empty all trash receptacles inside and outside and replace with new trash liners, including ashtrays.
b. Clean doors and door glass inside and outside
c. Clean and shine drinking fountains.
d. Sweep and mop all tile floors using disinfectant on floors.
e. Vacuum all carpeted areas, including area rugs.
f. Turn off any lights that you turned on. Lock any doors that you unlocked.
g. Disinfect all door handles, knobs, and push bars.
h. Dust and disinfect all handrails and guardrails.
i. Clean and dust horizontal and vertical surfaces including baseboards and blinds as necessary.

City of Osage Beach
Agenda Item Summary

Date of Meeting:	June 15, 2023
Originator:	Mike Welty, Assistant City Administrator
Presenter:	Mike Welty, Assistant City Administrator

Agenda Item:
Resolution 2023-02 - A resolution of the City of Osage Beach, Missouri, supporting the application for MoDOT's Rural Statewide Transportation Alternative Program funding for the Columbia Avenue Sidewalk project.

Requested Action:
Resolution #2023-02

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 - Resolution is required as part of the application; application is available on July 10, 2023.

Budgeted Item:
Not Applicable

Budget Line Information (if applicable):
Not Applicable

Department Comments and Recommendation:
This resolution is for the support of the Columbia Avenue Sidewalk Project. If the City were to receive this grant, it could pay for up to 80% of the project. Application will be made for maximum reimbursement from the grant.

Estimated Costs and Tentative Timeline:

- 2024 - Engineering Cost estimate = $45,000
- 2025 Construction cost estimate = $495,000

City Attorney Comments:
Per City Code 110.230, Resolution 2023-02 is in correct form.

City Administrator Comments:
The Columbia Avenue Sidewalk Project is a further connecting sidewalk to existing sidewalks on Barry Prewitt Pkwy and to the Hwy 42 Sidewalk Improvement project currently budgeted in FY2023, which is funded with grants funds. The Columbia Avenue Sidewalk project is outlined in the draft Sidewalk Master Plan in the upcoming 1-3 year schedule.

Because of the connectivity to existing infrastructure, this project will score high for grant award. We have utilized TAP (Transportation Alternative Program) grants in the past for many projects and it is advantageous to continue the use when possible to further build our sidewalk infrastructure. The timing of this grant and request to apply now is important as MoDOT distributes TAP funds every two years (historically) and it is expected for MoDOT to return to this cycle after awarding the past couple of years consecutively. TAP Funds for eligible reimbursement is up to 80%, local match 20%. Estimated City out-of-pocket costs (minimum 20%) are $108,000 - $144,000; grant project details will be outlined and finalized during the application process.

RESOLUTION 2023-02

A RESOLUTION OF THE CITY OF OSAGE BEACH, MISSOURI, OF SUPPORT OF APPLICATION FOR MODOT'S RURAL STATEWIDE TRANSPORTATION ALTERNATIVE PROGRAM FUNDING FOR THE HWY 42 SIDEWALK PROJECT

WHEREAS, the Columbia Avenue Sidewalk Project will increase pedestrian safety, promote pedestrian modes of transportation along the commercial corridor, and provide a route for children and residents to walk to and from Peanick Park and the School of the Osage Campus: and

WHEREAS, City staff is in the process of preparing an application for the Transportation Alternatives Program (TAP) funding through the Missouri Department of Transportation (MoDOT) grant application for 2023 which will be available July 10, 2023; and

WHEREAS, the City of Osage Beach will provide the City's matching portion of funds as applied for when the funding is awarded.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF OSAGE BEACH in the State of Missouri, THAT:

The Mayor and Board of Aldermen of the City of Osage Beach, Missouri do hereby support the City's application for Columbia Avenue Sidewalk Project.

I hereby certify that the above Resolution 2023-02 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:

_____ _____

Date Tara Berreth, City Clerk

Approved as to form:

_____

Cole Bradbury, City Attorney

City of Osage Beach
Agenda Item Summary

Date of Meeting:	June 15, 2023
Originator:	Mike Welty, Assistant City Administrator
Presenter:	Mike Welty, Assistant City Administrator

Agenda Item:
Resolution 2023-03 - A resolution of the City of Osage Beach, Missouri, supporting the application for the Department of Transportation Safer Streets for All Grant.

Requested Action:
Resolution #2023-03

Ordinance Referenced for Action:
Resolution #2023-03

Deadline for Action:
Yes, applications are due in mid July 2023

Budgeted Item:
Not Applicable

Budget Line Information (if applicable):
Not Applicable

Department Comments and Recommendation:
As you are aware, the City was not awarded the reconnecting communities grant that the Board supported and was applied for last summer. We have found another grant with a similar purpose that we would like to apply for. City Staff and representatives of Branches for the Lake/Magic Dragon Trails will be working together to complete the application. The U.S. Department of Transportation Safer Street for All Grant Program was created as an alternative funding source for communities looking to improve highway safety and promote alternative transportation methods.

Awards for successful applicants are estimated to occur in 2023. Stacy Pirtle with the Magic Dragon Trials Initiative will be in attendance to provide some more information about this grant.

This is an 80/20 planning grant for up to $1,000,000. The sub-applicant has verbally agreed to contribute 25 to 50 thousand dollars towards the local share. They have also agreed to work with the City to help do some of the leg work to help collect the data

needed if the grant is awarded.

City Attorney Comments:
Per City Code 110.230, Resolution 2023-03 is in correct form.

City Administrator Comments:
Upon the approval of this resolution, and if the grant is awarded and accepted by the City, the City is committed to the local match of $200,000; with sub-applicant Branches for the Lake/Magic Dragon Trails contribution, the total out-of-pocket cost for the City could be $150,000 - 175,000, depending on contribution to be received as stated above.

In September 2022, the Board approved a resolution to apply for the *U.S. Department of Transportation Reconnecting Communities Pilot (RCP) Discretionary Grant Program*, with sub-applicant Branches for the Lake/Magic Dragion Trails. This was an 80/20 planning grant to provide funds for conceptual and preliminary engineering, design, planning studies to support the environmental review of a construction project, public engagement activities, visioning and place-based strategies, data collection, and other planning studies to assess the feasibility related to the Magic Dragon Trails Initiative and Project. At that time, the City committed to share the local match, with City commitment = $100,000, which was budgeted in FY2023 as the net of project costs less incoming grant and reimbursement. As stated above, the grant was not awarded/granted.

Although FY2024 budget planning will take place in the fall, if the stated resolution is approved and the requested local fund match is acceptable to the City (20% match), the FY2023 budgeted $100,000 net project out-of-pocket costs for the City from the previous non-awarded, grant project may be rolled over to FY2024 for this new project, at the Board's discretion. However, additional funds will require further consideration during budget preparation for FY2024 due to the increase in this grant application's local match commitment request for the City.

RESOLUTION 2023-03

A RESOLUTION OF THE CITY OF OSAGE BEACH, MISSOURI, OF SUPPORT OF APPLICATION FOR THE U.S. DEPARTMENT OF TRANSPORTATION SAFER STREETS FOR ALL GRANT PROGRAM

WHEREAS, the City of Osage Beach, Missouri believes the Magic Dragon Trails Initiative to develop multi-surface destination trails throughout the City of Osage Beach and the Lake of the Ozarks Area will improve quality of life, increase property values, showcase the beauty of the Lake of the Ozarks, will spur economic growth and increase safety on our roads and highways; and

WHEREAS, the City of Osage Beach supports application for funds through the U.S. Department of Transportation Safer Street and Roads for All Grant Program with application due in mid-July, 2023, for the purpose of feasibility, preliminary engineering and design, review, and planning, with sub-applicant, Magic Dragon Trails doing business as Branches for the Lake; and

WHEREAS, the City of Osage Beach will provide the City's matching portion of funds as applied for when the funding is awarded.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF OSAGE BEACH in the State of Missouri, THAT:

The Mayor and Board of Aldermen of the City of Osage Beach, Missouri do hereby support the City's application for the Safer Streets and Roads for All.

I hereby certify that the above Resolution 2023-03 was duly passed on 2023, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays: Abstain Absent:

_____ _____

Date Tara Berreth, City Clerk

Approved as to form:

_____

Cole Bradbury, City Attorney

Mayor / Board of Aldermen
DEPARTMENT UPDATE LIST – As of June 15, 2023

- Camden County Road Property Tax Questions *(City Treasurer, K Bell)*
- Capital Replacement Plan – LO/OB Joint Sewer Plant *(City Administrator, J Woods) (July)*
- Emergency generator back up plan for city *(PW Operations Mgr-K Crooks)*
- Guideline Evaluation
  - Design Guideline Revisions - Street Lights *(Asst. City Administrator, M Welty)*
  - TIF / Incentive Guideline Review / Revisions *(City Administrator, J Woods) (June 27)*
- Personnel *(HR Generalist, M Raye)*
  - Employee Benefits – re: LAGERS *(late June/early July)*
  - Vacancy Status Update *(updated monthly)*
  - Employee Survey *(late May/early June)*
  - Employee 360 Feedback Process
- Project Updates / Related Budgeted Items Update
  - L/S Panel Replacement Plan *(PW Operations Mgr, K Crooks)*
  - Park Master Plan *(Parks & Recreation Mgr, E Gregory) (July)*
  - Private Street Inventory *(Asst. City Administrator, M Welty)*
  - Sidewalk Master Plan *(Asst. City Administrator, M Welty) (late June/early July)*
  - Swiss Village Treatment Plan *(PW Operations Mgr, K Crooks)*
  - Tan Tar A Master Plan re: Infrastructure *(Asst. City Administrator, M Welty)*
  - Tan Tar A Estates Utilities Current Contract Explanation *(June)* / Rate Review *(July/August) City Attorney, C Bradbury / City Administrator, J Woods)*

Notes:
City Staff contact noted.
Estimated delivery/completion noted.