

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AN AMENDMENT LETTER AGREEMENT WITH PGAV PLANNERS, LLC (PGAV) FOR AN ANALYSIS OF THE INCREMENTAL TAX REVENUES FOR THE OASIS AT LAKEPORT PROJECT IN OSAGE BEACH, MO, FOR AN AMOUNT NOT TO EXCEED \$95,000.00, EXCLUDING APPLICABLE REIMBURSABLE EXPENSES.

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

Section 1. The Board of Aldermen authorizes the City Administrator to execute on behalf of the City a contract with PGAV Planners, LLC (PGAV) under substantially the same or similar terms and conditions as set forth in ("Exhibit A").

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

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

READ FIRST TIME: March 6, 2025

READ SECOND TIME:

March 20, 2025

I hereby certify that the above Ordinance No. 25.19, was duly passed on March 20, 2025, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: 6

Nays: 0

Abstentions: 0

Absent: 0

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

March 20, 25
Date

Tara Berreth
Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury
Cole Bradbury, City Attorney

I hereby approve Ordinance No. 25.19.

March 20, 25
Date

Michael Harrison
Michael Harrison, Mayor

ATTEST:

Tara Berreth
Tara Berreth, City Clerk

February 28, 2025

Devin Lake
City Administrator
City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065

Dear Ms. Lake:

This amended letter agreement sets forth the terms and conditions of the engagement between the City of Osage Beach, Missouri (the "City" or "Client") and PGAV Planners, LLC, a Missouri limited liability company ("PGAV" or "Consultant") as an independent consultant. This letter agreement shall constitute a legally binding agreement between the City and PGAV upon each party signing this letter agreement where indicated below.

PGAV and the City executed an agreement dated April 4, 2024 and approved by the City as Ordinance 24-33 (the "Original Agreement"), of which the Original Agreement describes services provided by the Consultant. This letter presents an amendment to the Original Agreement to reflect changes in the Scope of Services and Professional Fees.

Scope of Services

This section shall be amended to add Section B.2., which includes the following additional services:

B.2. Revisions to Draft Revenue Analysis

PGAV will revise the initial draft revenue analysis to incorporate:

- updated development program,
- updated financing structure, and
- alternative valuation approach.

Professional Fees and Reimbursable Expenses

This section shall be amended to replace the original description with the following:

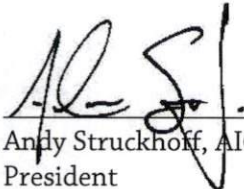
"With respect to work tasks described under Scope of Services, PGAV proposes to provide the work described for the lump-sum amount of \$95,000. PGAV will invoice monthly according to the percentage of work completed. This fee excludes reimbursable expenses. Any reimbursable expenses incurred by PGAV (such as data costs, travel, or printing) will be billed at their direct cost to PGAV."

Agreement

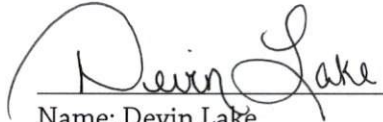
If the terms of this agreement are acceptable to the City, please evidence our agreement by countersigning this letter agreement where indicated below.

On Behalf of:

Accepted:



Andy Struckhoff, AICP, DFCP
President
PGAV Planners, LLC

 Date: 3/25/25

Name: Devin Lake
Title: City Administrator
Organization: City of Osage Beach, Missouri