

AN ORDINANCE APPROVING A FUNDING AGREEMENT FOR CONSIDERATION OF THE OSAGE BEACH INVESTMENT GROUP, LLC PROPOSAL FOR TAX INCENTIVE SUPPORT FOR THE OSAGE BEACH OUTLET MALL

WHEREAS, Osage Beach Investment Group, LLC ("Developer") has requested that the City consider the approval of public economic development tools to facilitate redevelopment of the former Osage Beach Outlet Marketplace ("Outlet Mall"), which may include: (i) a Tax Increment Financing Plan (the "TIF Plan") in accordance with Sections 99.800 to 99.865, Revised Statutes of Missouri ("R.S.Mo."), as amended (the "Act"), said Plan proposing reimbursement to Developer for Redevelopment Project Costs (as defined in the Act) (the "Redevelopment Project Costs"); (ii) a Plan for Industrial Development Project pursuant to Sections 100.010 to 100.200, R.S.Mo. (the "Chapter 100 Act") to facilitate a sales tax exemption on construction materials (the "Chapter 100 Plan"); (iii) a petition to create a Community Improvement District (the "CID Petition") pursuant to Section 67.1401 to 67.1571, R.S.Mo. (the "CID Act"); (iv) a Transportation Development District pursuant to Section 238.200 to 238.280 R.S.Mo. (the "TDD Act"); and (v) other related economic development tools and documents to provide assistance to the Developer or its affiliate for the construction, reconstruction, installation or rehabilitation of the Outlet Mall property. For purposes of this Agreement, all of the documents referenced in the foregoing (i)-(v) and proposed by Developer shall be referred to as the "Application".

WHEREAS, the City is authorized to enter into all contracts necessary or incidental to the implementation and furtherance of a redevelopment project; and

WHEREAS, pursuant to Section 70.220 of the Revised Statutes of Missouri, the City is authorized to contract and cooperate with any private person for the planning, development, construction and operation of any public improvement or facility; and

WHEREAS, the Board of Aldermen desires to enter into an agreement to ensure that the City has a source of funds to finance costs incurred for additional legal, financial and other consultants or for direct out-of-pocket expenses and other costs to review, evaluate, process and consider the Application.

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

1. The Funding Agreement attached as Exhibit A is approved and may be executed by the Mayor on behalf of the City.
2. This Ordinance shall take effect immediately upon passage by the Board of Aldermen and approval by the Mayor.

READ FIRST TIME: July 17, 2025

READ SECOND TIME: August 7, 2025

I hereby certify that the above Ordinance No. 25.60 was duly passed on August 7, 2025, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: 5

Nays: 0

Abstentions: 0

Absent: 1

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

Aug. 7, 25
Date

Tara Berreth
Tara Berreth, City Clerk

Approved as to form:

C. B. Bradbury
Cole Bradbury, City Attorney

I hereby approve Ordinance No. 25.60.

Michael Harmison
Michael Harmison, Mayor

ATTEST:

Aug. 7, 25

Tara Berreth
Tara Berreth, City Clerk

FUNDING AGREEMENT

This **FUNDING AGREEMENT** (this "*Agreement*") is entered into this ____ day of _____, 2025 (the "Effective Date") between the **CITY OF OSAGE BEACH, MISSOURI** (the "*City*"), and **OSAGE BEACH INVESTMENT GROUP, LLC** (the "*Developer*").

RECITALS

WHEREAS, the City is a fourth-class city incorporated and exercising governmental functions and powers pursuant to the Constitution and the Revised Statutes of the State of Missouri; and

WHEREAS, the Developer is a limited liability company and is authorized to conduct business in the State of Missouri; and

WHEREAS, the Developer desires to redevelop the Osage Beach Outlet Marketplace (the "Redevelopment Project") and intends to request that the City consider certain development incentives in connection with the Redevelopment Project, including, without limitation, tax increment financing, creation of special taxing districts and a sales tax exemption on construction materials (collectively, the "*Potential Incentives*"); and

WHEREAS, if any of the Potential Incentives are approved by the City, the City may be requested to provide such other services and assistance as may be required to implement and administer various incentive programs; and

WHEREAS, it is the City's policy that a developer who desires assistance from the City in a public-private partnership or through the use of economic incentive tools shall demonstrate the financial ability to allow for the full and fair evaluation by the City of all development proposals and requests for economic incentives from the City; and

WHEREAS, in order for the City to fully consider and evaluate the Potential Incentives, the TIF Policy adopted by the City (the "*TIF Policy*") and the CID Policy adopted by the City (the "*CID Policy*") require the Developer to deposit funds with the City to be used by the City to pay expenses necessary to perform a full evaluation of applications, plans, petitions, agreements and other documents (the "*Incentive Documents*") associated with the Potential Incentives, and engage consultants as needed for such evaluation.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. City and Developer Services.

A. The City shall provide the following City Services (the "*City Services*"):

i. Prepare or consult with the Developer or its designee on the preparation and consideration of the Potential Incentives and the Incentive Documents in accordance with applicable law and the City's the TIF Policy and the CID Policy, and give all notices, make all publications and hold hearings related thereto as required by applicable law;

The City may treat such election by Developer not to pay Additional Funds as Developer's election to withdraw any pending application for Potential Incentives.

4. Disbursement of Funds.

The City shall timely disburse the Deposit and Additional Funds for reimbursement of costs to the City, and for consulting fees and the payment of all out-of-pocket expenses incurred by the City in connection with the performance of its obligations under this Agreement as payment for such expenses as they become due. The City shall send to the Developer a copy of the record for each disbursement made pursuant to this Agreement.

5. Reimbursement from TIF and Special Taxing Districts

If tax increment financing or special taxing districts are approved and the Developer is selected to implement the Redevelopment Project, the Developer shall be entitled to reimbursement of the Deposit and any Additional Funds from tax increment financing and special taxing district revenues or the proceeds of any notes or bonds issued to finance the Redevelopment Project to the extent permitted by law.

6. Application Administration.

In addition to the services set forth in **Section 1**, the City may be required to provide services from time to time for the continuing administration of the Incentive Documents. Upon appropriate itemization, the City shall be reimbursed by the Developer for actual meeting expenses and other third-party expenses that are reasonable or incidental to the general operations of the City with respect to administration of the Incentive Documents and any development related thereto, but specifically excluding any amount attributable to the time of any salaried staff member of the City. The provisions of this section shall apply until such time as the City and the Developer agree to and execute a Development Agreement between the Developer and the City.

7. Legal Representation.

The Developer understands and acknowledges that this arrangement is an accommodation to the Developer in which the City's special legal counsel is not providing legal representation to the Developer and that no attorney-client relationship between the Developer and the City's special legal counsel shall exist by any reason including, but not limited to, the Developer's payment of the City's legal expenses. The Developer further understands that legal counsel paid pursuant to this Agreement is legal counsel for the City and acknowledges the duties of said counsel to the City of confidentiality and loyalty.

8. Termination.

A. In the event the Developer fails to perform any of its obligations herein, the City may terminate this Agreement, at its sole discretion if the Developer fails to cure the default within ten (10) days after written notice to the Developer of the default. Upon such termination, the City shall retain the Deposit and Additional Funds, if any, necessary to reimburse the City for all expenses incurred under this Agreement to the date of termination.

B. The parties hereto acknowledge that the Developer may determine to abandon the Application at any time. Upon written notice of abandonment by the Developer, this Agreement shall terminate and the City shall retain the Deposit and Additional Funds, if any, necessary to reimburse the City for all expenses incurred under this Agreement up to the date of termination.

C. Upon termination of this Agreement, in the event the Deposit and Additional Funds are insufficient to reimburse the City for the outstanding expenses of the City payable hereunder, the Developer shall reimburse the City as set forth in **Section 3**. After termination of this Agreement, any amounts remaining from the Deposit and the Additional Funds after all amounts have either been paid as directed by, or reimbursed to, the City shall be returned to the Developer within ten (10) days of the termination date.

D. This Agreement may be terminated by mutual agreement of the City and the Developer pursuant to a Development Agreement that is executed by the City and the Developer.

9. Subsequent Developers.

In the event the City selects another developer (the "Subsequent Developer") pursuant to a request for proposals to carry out the Redevelopment Project, the City shall require the Subsequent Developer to assume all obligations of the Developer under this Agreement as of the date it is designated as the Developer and to reimburse the Developer for its expenditures under this Agreement, which must first be submitted to and approved by the City.

10. City Requirements and Prior Approval.

The Developer agrees to comply with all applicable laws and City ordinances, including, but not limited to, the City's zoning ordinances, subdivision regulations and all planning or infrastructure requirements related to the development of Developer's property. The parties agree that execution of this Agreement in no way constitutes a waiver of any requirements of applicable City ordinances or policies and does not in any way constitute prior approval of any future proposal for development, including the Application. The parties understand that the City may not lawfully contract away its police powers and that approval of the Application and any zoning, subdivision and similar development applications cannot be contractually guaranteed. This Agreement does not alter or diminish the City's ability to exercise its legislative discretion to consider the Potential Incentives, Incentive Documents and all applicable laws with respect to development of the property.

Before a vote by the Board of Aldermen for approval or disapproval of any Potential Incentive or Incentive Document, the Developer shall deposit with the City, upon notice from the City, sufficient funds to pay all outstanding expenses incurred hereunder and such other funds as the City's outside legal counsel and financial consultant may estimate are necessary for the completion of their services related Potential Incentive or Incentive Document approval.

11. Notice.

Any notice, approval, request or consent required by or asked to be given under this Agreement shall be in writing and deemed to have been given or made (a) three (3) business days after deposit with the United States Postal Service as registered or certified mail, postage prepaid, (b) upon delivery if delivered by hand, (c) electronic transmission (e-mail), or (d) one (1) business day after presented to a recognized overnight courier service (such as Federal Express), fee prepaid, for next day delivery, and in each case addressed as follows:

To the City: Devin Lake City Administrator City of Osage Beach 1000 City Parkway Osage Beach, Missouri 65065	with a copy to: Cole Bradbury City Attorney City of Osage Beach 1000 City Parkway Osage Beach, Missouri 65065
To the Developer:	with a copy to:

The City or Developer (each a "Party") may specify that notice be addressed to any other person or address by giving to the other Party ten (10) days written notice of such change.

12. Miscellaneous.

A. Governing Law, Counterparts. This Agreement shall be governed by Missouri law and may be executed in counterparts.

B. Severability. If any provision of this Agreement shall be unenforceable, the remainder of this Agreement shall be enforced as if such provision were not contained in this Agreement.

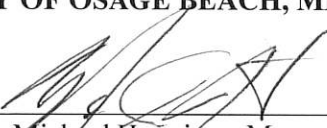
C. No Waiver. Failure of any Party to this Agreement to enforce its rights pursuant to this Agreement shall not be deemed a waiver of any such rights.

D. Successors and Assigns. This Agreement may not be assigned by any Party without the prior written consent of all Parties. No assignment, unless specifically provided for in such consent, shall relieve the assigning Party of any liability pursuant to this Agreement. This Agreement shall be binding upon the Parties and their successors and permitted assigns.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

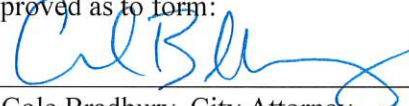
CITY OF OSAGE BEACH, MISSOURI

By: 
Michael Harmison, Mayor

Attest:


Tara Berreth, City Clerk

Approved as to form:


Cole Bradbury, City Attorney

Osage Beach Investment Group, LLC

By: _____
Name: _____
Title: _____