



City of Lake Ozark

At Bagnell Dam — Lake of the Ozarks

3162 Bagnell Dam Blvd.
Lake Ozark, MO 65049
573/365-5378 FAX 573/365-4515
www.cityoflakeozark.net

NOTICE OF MEETING

Lake Ozark Board of Aldermen

Special Meeting

June 22, 2021 – 5:45 P.M.

Lake Ozark City Hall

***** Note: Please turn your cell phone off or on silent. Sign the attendance sheet located at the podium if you desire to address the Board.**

CALL TO ORDER

ROLL CALL

CITIZEN COMMUNICATIONS

- This time is set aside on the Agenda for citizens and visitors to address the Mayor and Board of Aldermen on any topic that is not a Public Hearing. The Board of Aldermen cannot take action on any item not listed on the Agenda, but the Mayor and Board do welcome and value input and feedback from the public. Speakers will be restricted to three minutes for non-agenda items; five minutes for agenda items unless otherwise permitted. Minutes may not be donated or transferred from one speaker to another.

APPROVAL OF AGENDA

NEW BUSINESS

- A. Discussion and possible action regarding the appointment of Vernon Jaycox as Ward III Alderman

ADJOURNMENT



City of Lake Ozark

At Bagnell Dam — Lake of the Ozarks

MEMO

To: Board of Aldermen
From: Mayor Newberry
Date: June 15, 2021
Re: Committee appointment

.....

This memorandum is to provide notice to the Board of Aldermen that in accordance with the 7 day provision in Section 105.040 of the City Code, I would like to make the following appointments:

Alderman Ward III: Mr. Vernon Jaycox
128 Rudder Road; 573-365-7806

The appointment will be placed on the Agenda for the Special meeting on Tuesday, June 22, 2021 at 5:45 pm for your consideration.

If you have any questions, please contact me.



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Lake Ozark, MO 65049
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NOTICE OF MEETING

Lake Ozark Board of Aldermen

Regular Session

June 22, 2021 – 6:00 P.M.

Lake Ozark City Hall

***** Note: Please turn your cell phone off or on silent. Sign the attendance sheet located at the podium if you desire to address the Board.**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

OATH OF OFFICE OF NEWLY APPOINTED ALDERMAN

Ward III Alderman Vernon Jaycox

MAYOR'S COMMUNICATIONS

CITIZEN COMMUNICATIONS

- This time is set aside on the Agenda for citizens and visitors to address the Mayor and Board of Aldermen on any topic that is not a Public Hearing. The Board of Aldermen cannot take action on any item not listed on the Agenda, but the Mayor and Board do welcome and value input and feedback from the public. Speakers will be restricted to three minutes for non-agenda items; five minutes for agenda items unless otherwise permitted. Minutes may not be donated or transferred from one speaker to another.

APPROVAL OF CONSENT AGENDA

A. Agenda

B. Minutes of the June 8, 2021 Special Meeting	7-8
C. Minutes of the June 8, 2021 Regular Meeting	9-12
D. Reports	
1. City Clerk (all licenses pending receipt of State and County licenses) Caterer's License, Dam Good Slice, 1097 Bagnell Dam Blvd; July 1,2, 3, 4, 8, 9, 10, 11, 15, 16, 17, 18, 22, 23, 24, 25, 29, 30, 31; August 1	13

OLD BUSINESS

A. Bill No. 2021-20; Amending Chapter 405 and creating a new Chapter 613 of the City Code regarding Mobile Food Vendors & Vehicles (second reading)	15-19
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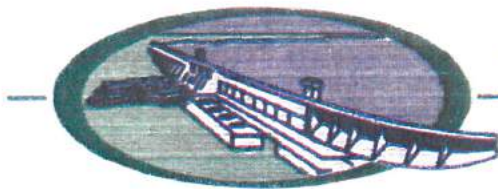
NEW BUSINESS

A. Bill No. 2021-21; Amending the Operational Guidelines of the Lake Ozark Police Department (first and second readings)	21-27
B. Bill No. 2021-22; Authorizing acceptance of the conveyance of a Permanent wastewater easement (Golike) to the City of Lake Ozark. (first reading)	29-37
C. Bill No. 2021-23; Approving an Agreement with Jim and Tabitha Golike to remove certain debris and rubbish in return for wastewater easement (first reading)	39-42
D. Bill No. 2021-24; Authorizing acceptance of proposal from Next Site for research, marketing & consulting services (first reading)	43-71
E. Bill No. 2021-25; Approving Change Order No. 1 with All Clear Pumping & Sewer regarding the Twin Oaks Lift Station (first and second reading)	73-78
F. Resolution No. 2021R-18; Approving Application for Payment to All Clear Pumping & Sewer for payment related to the Twin Oak Lift Station Project (Payment Application No. 4)	79-85
G. Approval of appointment Chad Turner to the Utility Commission	87
H. Discussion regarding a Work Session Meeting in July	

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

ADJOURNMENT



City of Lake Ozark

At Bagnell Dam — Lake of the Ozarks

Lake Ozark Board of Aldermen Minutes – **Special Meeting**

June 8, 2021

Time: 5:45 pm

Place: Lake Ozark City Hall; 3162 Bagnell Dam Blvd.

CALL TO ORDER:

ROLL CALL:

Mayor Dennis Newberry – Present
Alderman Dennis Klautzer – Present
Alderman Patricia Thompson – Present
Alderman Judy Neels – Present
Alderman Matt Wright – Present
City Administrator Dave Van Dee – Present
City Attorney Christopher Rohrer – Present
City Clerk Kathy Vance – Present

CITIZEN'S COMMUNICATIONS: None at this time.

APPROVAL OF AGENDA:

Alderman Thompson motioned to approve the Agenda, Second by Alderman Klautzer. Unanimous approval, motion passed.

NEW BUSINESS:

- A. Discussion and possible action regarding the appointment of Bert Westbrook as Ward II Alderman. After discussion, a motion was made by Alderman Klautzer to approve the appointment of Bert Westbrook to the vacant Ward

II seat. His motion was seconded by Alderman Wright, and was then unanimously approved.

ADJOURNMENT:

With no further business to discuss, a motion was made by Alderman Klautzer to adjourn the meeting. Second by Alderman Thompson. The meeting adjourned at 5:50 pm.

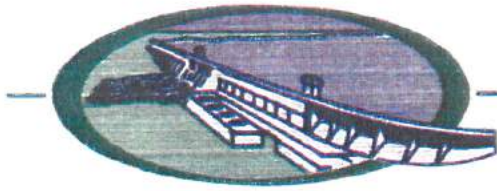
APPROVED:

ATTEST:

Dennis Newberry, Mayor

Kathy Vance, City Clerk

Approved on:



City of Lake Ozark

At Bagnell Dam — Lake of the Ozarks

Lake Ozark Board of Aldermen Minutes – Regular Meeting

June 8, 2021

Time: 6:00 pm

Place: Lake Ozark City Hall; 3162 Bagnell Dam Blvd.

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

Mayor Dennis Newberry – Present
Alderman Dennis Klautzer – Present
Alderman Patricia Thompson – Present
Alderman Judy Neels – Present
Alderman Matt Wright – Present
City Administrator Dave Van Dee – Present
City Attorney Christopher Rohrer – Present
City Clerk Kathy Vance – Present

OATH OF OFFICE OF NEWLY APPOINTED ALDERMAN

City Clerk Vance issued the Oath of Office to:

Ward II Alderman Bert Westbrook

MAYOR'S COMMUNICATIONS:

Mayor Newberry requested suggestions to fill the vacant Ward III Alderman position. Alderman Thompson recommended former Alderman Vernon Jaycox to the position. Discussion ensued.

It was also noted that a position was open on the Utility Commission. Alderman Wright recommended Chad Turner who lives on School Road.

There was also a lengthy discussion regarding the City Administrator's position upon Administrator Van Dee's retirement in October. This will be a conversation to have at the next work session in July.

Mayor Newberry also noted that he would be interested in purchasing the Smith Travel Report which could be used to encourage economic development. Assistant Administrator Fry gave an overview. Discussion followed regarding becoming a partner with neighboring communities, TCLA or the CVB to obtain a larger data set, and possibly reduce the financial impact to all. This item will also be placed on the next Work Session Agenda.

Mayor Newberry brought up the matter of sanitation on the Strip. Mr. Stanley will be providing an updated Business Plan regarding this matter. Discussion ensued.

CITIZEN'S COMMUNICATIONS:

Mr. Larry Giampa addressed the Board regarding the possibility of food trucks on the list, noting in particular that this would be detrimental to established brick and mortars. A lengthy discussion ensued regarding zoning, distances from established businesses and what trucks can sell. It was noted that the ordinances is written stating that food trucks would not be allowed in the C-1 district outside of special events.

Mr. Bob Thomas addressed the Board noting that he does not believe that food trucks should be allowed in deference to the local businesses.

APPROVAL OF CONSENT AGENDA:

Alderman Thompson motioned to approve the Consent Agenda, Second by Alderman Klautzer. Unanimous approval, motion passed. The items approved on the Consent Agenda are as follows:

- A. Agenda
- B. Minutes of the May 21, 2021 Special Meeting
- C. Minutes of the May 25, 2021 Regular Meeting
- D. Minutes of the May 27, 2021 Special Meeting

E. Reports

1. City Administrator
2. Assistant City Administrator
3. City Clerk (all licenses pending receipt of State and County Licenses)
 - a. Liquor / Sunday Liquor License; Roxie's Road House
1289 Bagnell Dam Blvd.
 - b. Liquor / Sunday Liquor License; T-Ray's & Ugly's Bar
2545 Bagnell Dam Blvd.
4. Police Chief
5. Treasurer
 - a. May Bills List
 - b. May Financials

OLD BUSINESS: None at this time

NEW BUSINESS:

- A. Bill No. 2021-20; Amending Chapter 405 and creating a new Chapter 613 of the City Code regarding Mobile Food Vendors & Vehicles. After a short discussion regarding distances from established businesses, Alderman Klautzer motioned to hold the first reading of Bill No. 2021-20 by title only. Second by Alderman Neels. All voted unanimously in favor. The Bill was read by title only. Alderman Thompson motioned to accept the first reading of Bill No. 2021-20 by title only. Second by Alderman Klautzer. All voted unanimously in favor, motion passed. The second reading will be held at a later date.
- B. Resolution No. 2021R-16; Approving and accepting a proposal from Independent Salt Company for road de-icing salt. Public Works Director Michalik advised that this was a procurement agreement for annual salt purchases. The current proposal is \$4.00 less per ton than in prior years. Alderman Klautzer motioned approval of the Resolution. His motion was seconded by Alderman Wright. All voted in favor to approve.
- C. Resolution No. 2021R-17; Approving the purchase of replacement control panels. Public Works Director Michalik explained that there was an issue at the north shore well house wherein the north shore area nearly ran out of water. Emergency repairs were made. The present proposal is in the amount of \$22,500.00. Questions were answered. Alderman Wright motioned

approval of the Resolution. His motion was seconded by Alderman Thompson, and was then unanimously approved.

D. Authorization to apply for a Solid Waste Management Grant through the Lake of the Ozarks Solid Waste Management District T for funds to be used on Bagnell Dam Strip sanitation improvements. Mayor Newberry explained that this Grant would apply towards sanitation on the strip. After discussion, Alderman Klautzer motioned authorization to apply for the grant. Alderman Neels seconded the motion, which was then unanimously approved.

E. Approval of the appointment of Dawn Hernandez as Court Administrator. Alderman Klautzer motioned to approve the appointment. His motion was seconded by Alderman Thompson, and was then unanimously approved.

COMMUNICATIONS FROM THE MEMBERS OF THE BOARD:

None at this time.

STAFF COMMUNICATIONS: None at this time

ADJOURNMENT:

With no further business to discuss, a motion was made by Alderman Klautzer to adjourn the meeting. Second by Alderman Wright. The meeting adjourned at 7:22 pm.

APPROVED:

ATTEST:

Dennis Newberry, Mayor

Kathy Vance, City Clerk

Approved on:

CITY OF LAKE OZARK
A Missouri Municipality of the 4th Class

BILL NO.: 2021-20

ORDINANCE NO.: 2021-_____

***AN ORDINANCE AMENDING CHAPTER 405 AND CREATING A NEW
CHAPTER 613 OF THE CODE OF THE CITY OF LAKE OZARK, MISSOURI
REGARDING MOBILE FOOD VENDORS & VEHICLES***

WHEREAS Chapter 405 of the Municipal Code of the City of Lake Ozark provides for a system of zoning and regulations of real property within the City of Lake Ozark, Missouri; and

WHEREAS the City of Lake Ozark currently does not permit or provide for the use of mobile food vending; and

WHEREAS the City desires to provide for mobile food vending that will preserve and promote the health, safety and general welfare of the public and create a system of regulations that promotes compatibility among land uses within the community and intended to minimize the harmful or nuisance effects resulting from noise, location, and other objectionable activities associated with the mobile food vending industry; and

WHEREAS, at the recommendation of City Staff, the Planning and Zoning Commission at its June 2, 2021, meeting voted approval on a motion to adopt changes to Chapter 405 of the City Code as set out herein and create a system of regulations for mobile food vending to be set out in a new Chapter 613 to the City Code.

NOW, THEREFORE, BE IT ENACTED BY THE BOARD OF ALDERMEN, OF THE CITY OF LAKE OZARK, MISSOURI, THAT CHAPTER 405 OF THE CODE OF THE CITY OF LAKE OZARK, MISSOURI BE AMENDED FROM ITS EXISTING FORM AND A NEW CHAPTER 613 BE ADDED TO THE CODE OF THE CITY OF LAKE OZARK AS FOLLOWS:

Section 1 of this Ordinance. The Chapter 405 of the Code of the City of Lake Ozark shall be amended to as follows:

1. The following definition shall be added to Section 405.040 of the City Code of the City of Lake Ozark, Missouri:

Mobile Food Vending – Mobile food vending shall be defined as an individual providing for the preparation and sale of food with the use of traveling cooking equipment used for vending. Approved equipment includes motorized food trucks,

tow behind trailers and cooking equipment that can be erected under a tent on a temporary basis.

2. Section 405.130 (R-3 Multi-Family Dwelling District), Section 405.170 (C-2 General Commercial District), Section 405.180 (LMU-1 Lakefront Mixed Use District), Section 405.200 (M-1 Light Industrial District) of the City Code of the City of Lake Ozark shall be amended to add “Mobile Food Vending” as a permitted use subject to the regulations contained in Chapter 613 of the City’s Code and all other applicable licensure and taxation sections of the Code.

Section 2 of this Ordinance. A Chapter 613 shall be added to Title VI: Business and Occupation of the City’s Code, and shall provide as follows:

Chapter 613

MOBILE FOOD VENDING

Section 613.010. Purpose.

The purpose of this ordinance is to provide a system of regulations to preserve and promote the health, safety, and general welfare of the public that is compatible with mobile food vending.

Section 613.020. Mobile Food Vending Defined.

As used in this Article, the following terms shall have this prescribed meaning:

MOBILE FOOD VENDING – An individual or entity providing for the preparation and sale of food with the use of traveling cooking equipment used for vending. Approved equipment includes motorized food trucks, tow behind trailers and cooking equipment that can be erected under a tent on a temporary basis.

MOBILE FOOD VEHICLE - A licensed, motorized vehicle (sometimes referred to generally as a “food truck”) that includes a self-contained or attached trailer kitchen in which food is prepared, processed, or stored and such vehicle is used to sell and dispense food to the public.

Section 613.030. Use Standards and Requirements.

A person engage in a mobile food vending business activity shall comply with the following regulations.

- a. Mobile food vending activity and the location of any mobile food vehicle is to be temporary. A mobile food vehicle may not park in one individual location for more than twelve (12) hours during any twenty-four (24) hour period unless part of an approved special event, in which case the vehicle may be continually parked in one individual location but only for the period of the approved special event.
- b. A mobile food vendor may not operate within one hundred and fifty (150) feet of the main entrance of any annually licensed business that sells food and/or beverages to the general public, unless the owner or authorized agent of said business gives their written consent, a copy of which consent must be available for inspection. Additionally, a mobile food vendor may not operate within five hundred (500) feet of any licensed special event without the consent of the holder of the permit for the special event or his/her authorized agent. A copy of said consent shall be kept available for inspection.
- c. A mobile food vehicle may not operate upon any public land, right-of-way, or leased parking space unless as a part of an approved, permitted special event, and the holder of the special event permit gives written consent for operation within the permitted event area.
- d. No use of a public or private power source is permitted without the written consent of the owner, and such consent shall be available for inspection.
- e. Any person engaged in mobile food vending shall have for any mobile food vehicle a current copy of their sales tax certificate, lease/property use consent letter from the landowner or their authorized agent which shall specify a description of the property, the name of the mobile food vendor and the period that he/she is permitted to use the property. In addition, anyone engaged in mobile food vending must provide health department compliance and required inspection reports, vehicle registration and insurance that meets or exceeds the State requirements and a food liability policy that has minimum policy limits of \$1,000,000.00, and a copy of their required city, county, and/or state business licenses.
- f. Any person engaged in mobile food vending shall provide sanitation plan, which must be approved by the City's Public Work's Director, that provides for disposal of grease and other liquids and solids, which under no circumstances are to be discharged into the City's wastewater or storm sewer systems. In addition, any person engaged in

mobile food vending shall provide for trash and recycling containers for use by their patrons and shall police and keep clean the area within twenty-five (25) feet of their mobile operations of all trash and other debris. Such trash and debris must be deposited into a non-public trash container and properly disposed of.

- g. Any mobile food vending operation shall have no more than one (1) sign, no larger than 24"x36", that is not physically attached to the mobile food vehicle and must be upon the same property as the mobile food operation is taking place and only for the term of actual operations.

Section 613.040. Exemptions.

- a. Mobile food vehicles and mobile food vending equipment operating at special events, so long as the mobile unit is located totally within the property owned, occupied, or leased by the operators of the special event. For purposes of this provision, as special event shall mean an event that has received a permit for such activity in conformity with Chapter 612 of the City's Code. Mobile food vehicles operate under the terms and conditions of the issuance of the Special Event Permit for the times and place permitted.
- b. Mobile food vehicle operations, such as an ice cream truck, shall be allowed to sell merchandise on a public right of way under the following conditions: (i) the operator does not stop for more than five (5) minutes without serving product; (ii.) the operator does not impede the flow of traffic; and (iii.) the operator complies with all other applicable provisions of the City's Code and all applicable federal, state, county, and local traffic laws.

Section 3 of this Ordinance. All ordinances or portions thereof in conflict with this ordinance are hereby repealed.

Section 3 of this Ordinance. This Ordinance shall take effect and be in full force after its passage by the Board of Aldermen of the City of Lake Ozark and beginning and from July 15, 2021.

First Reading: _____

Second Reading: _____

DULY READ AND APPROVED THIS _____ DAY OF JUNE 2021.

Alderman Klautzer	Aye	or	Nay
Alderman Wright	Aye	or	Nay
Alderman Thompson	Aye	or	Nay
Alderman Neels	Aye	or	Nay
Alderman _____	Aye	or	Nay
Alderman _____	Aye	or	Nay

APPROVE:

ATTEST:

MAYOR:

CITY CLERK:

Dennis Newberry

Kathy Vance

CITY OF LAKE OZARK
A Missouri Municipality of the 4th Class

BILL NO.: 2021-21

ORDINANCE NO.: _____

***AN ORDINANCE AMENDING THE OPERATIONAL GUIDELINES OF THE
LAKE OZARK POLICE DEPARTMENT***

WHEREAS, the City of Lake Ozark maintains a police force to serve and protect the lives and property the City's citizens; and

WHEREAS, to assure the professionalism and training of said force, the Police Department has adopted various Operational Guidelines to govern the conduct of the organization and individuals working in the Department; and

WHEREAS, the Police Department has received grant funds to update its communications equipment and join the MOSWIN Radio Network; and

WHEREAS, the Chief of Police recommends updating of the Department's Operational Guidelines by the adoption of the following SOP as attached hereto as Exhibit 1 to govern the use of equipment connected to the MOSWIN Radio Network and related procedures relative to its use: 2021 SOP06-63.

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

Section 1. Authority. City of Lake Ozark Police Department Operational Guidelines are hereby amended by the adoption of 2021 SOP06-63 as attached hereto as Exhibit 1.

Section 2. Effective Date. This ordinance shall take effect and be in full force immediately after its adoption by the Board of Aldermen of the City of Lake Ozark.

First Reading: _____

Second Reading: _____

Alderman Wright	Aye	or	Nay
Alderman Klautzer	Aye	or	Nay
Alderman Thompson	Aye	or	Nay
Alderman Neels	Aye	or	Nay
Alderman Westbrook	Aye	or	Nay
Alderman Jaycox	Aye	or	Nay

APPROVE:

ATTEST:

MAYOR:

CITY CLERK

Dennis Newberry

Kathy Vance

CITY OF LAKE OZARK
A Missouri Municipality of the 4th Class

BILL NO.: 2021-22

ORDINANCE NO.: _____

***AN ORDINANCE AUTHORIZING ACCEPTANCE OF THE CONVEYANCE
OF A PERMANENT WASTEWATER EASEMENT TO THE CITY OF LAKE
OZARK, AUTHORIZING ITS RECORDATION, AND FOR FURTHER
AUTHORITY IN CONNECTION THEREWITH***

WHEREAS, the Golike Joint Irrevocable Trust u/t/a 2/15/2017, (known as “Grantor” hereinafter) is the owners of a parcel of real property (known as “Golike Property” hereinafter) legally described in Exhibit 1 attached hereto and incorporated herein, located within the confines of the City of Lake Ozark (known as “City” hereinafter), Miller County, Missouri; and

WHEREAS, the City owns and operates a system for disposal of wastewater, which part of such system is located over, under, through and across the Golike Property; and

WHEREAS, Grantor has agreed to convey to the City a permanent easement as fully described in the aforementioned Exhibit 1 for the construction, reconstruction, operation, maintenance, inspection, replacement, removal, and repair of the wastewater system that is situated over, under, through or across the Golike Property; and

WHEREAS, the Board of Aldermen of the City of Lake Ozark has determined that it would be in the best interest of the City and its citizens to authorize the acceptance of the conveyance of the easement from Grantor.

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

Section 1. Authorization and Approval of Agreement. The Board of Aldermen hereby authorizes the acceptance of the conveyance of the Wastewater Easement from Grantor in substantially the form attached hereto as Exhibit 1. The City Clerk of the City is directed to file for record the Wastewater Easement in the Office of the Recorder of Deeds in and for Miller County, Missouri.

Section 2. Execution of Agreement. The City Administrator is hereby authorized to pay such reasonable costs of the transaction as may be necessary, including the costs of surveying and recording the Wastewater Easement.

Section 3. Further Authority. The City, its officers, employees, and agents are hereby authorized and directed to take such 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 aforementioned Wastewater Easement.

Section 4. Effective Date. This ordinance shall take effect and be in full force immediately after its adoption by the Board of Aldermen of the City of Lake Ozark.

First Reading: _____

Second Reading: _____

DULY READ AND APPROVED THIS _____ DAY OF JUNE 2021.

Alderman Wright	Aye	or	Nay
Alderman Jaycox	Aye	or	Nay
Alderman Westbrook	Aye	or	Nay
Alderman Neels	Aye	or	Nay
Alderman Klautzer	Aye	or	Nay
Alderman Thompson	Aye	or	Nay

APPROVE:

ATTEST:

MAYOR:

CITY CLERK

Dennis Newberry

Kathy Vance

Easement No. Golike Property
Grantor's Address & Telephone:
Caitlan D. Golike
11 Falcon Lane.
Lake Ozark, MO 65049

WASTEWATER EASEMENT
City of Lake Ozark, Missouri

THIS INDENTURE is made on the ____ day of _____ 2021, by and between, Caitlin D. Golike, Trustee of the Golike Joint Irrevocable Trust u/t/a 2/15/2017, hereinafter called "Grantor" and City of Lake Ozark, Missouri, hereafter called City or Grantee whose address is: 3162 Bagnell Dam Blvd, Lake Ozark, Missouri to permit Public Wastewater collection and transmission improvements.

WHEREAS, Grantor owns land in Miller County, MO., with the following property description:

All that part of Section 13, Township 40 North, Range 16 West, Miller County, Missouri more particularly described as follows:

Commencing at the East quarter corner of said Section 13; thence along the East line of said Section 13,

S 02° 37'45" W - 209.8 ft. to its intersection with the centerline of Missouri State Highway Route W; thence departing the Section line along and with the centerline of Highway Route W, N 88°03'10" W - 205.9 ft. to P.I. 274+00; thence continue along said centerline N 46°33'01" W - 233.75 ft. to its intersection with the centerline of Lighthouse Road, a subdivision roadway as shown on the subdivision plats for SECTION A - BLOCK 9 - NORTHSORE TERRACE and SECTION A - BLOCK 6 - R.A.R.E. RESORT SITES, LAKE LAND SUBDIVISION; thence departing the centerline of Highway Route W along and with the centerline of Lighthouse Road on the following courses: S 87° 21'31" W - 81.31 ft., N 65°47'29" W - 230.84 ft., S 86°20'31" W - 73.36 ft., S 73°56'31" W - 58.95 ft., S 63°48'31" W - 55.0 ft. and S 44°23'16" W - 285.31 ft. to its intersection with the centerline of a 40 ft. wide County Roadway, (Falcon Drive); thence departing the centerline of Lighthouse Road along and with the centerline of the 40 ft. wide County Roadway, (Falcon Drive), N 28°09'21" W - 117.67 ft. to an iron pin; thence continue along said centerline N 02°07'07" W - 65.88 ft. to the POINT OF BEGINNING for the herein described tract of land; thence departing the centerline of the 40 ft. wide County Road, (Falcon Drive), S 45°34'11" W - 33.34 ft. to an iron pin monumenting the most northerly corner of the tract of land described in the Deed filed at Book 182, Page 413, Miller County Deed Records; thence continue along the northwest boundary of said tract of land S 45° 34' 11" W - 25.08 ft. to the most easterly corner of the tract of land described by Warranty Deed executed by and between Recreation and

Retirement Enterprises to Karen S. Thompson; thence departing the northwest boundary of the tract of land described by Deed filed at Book 182, Page 413, N 44°25'50" E - 55.9 ft. to the most northerly corner of the Karen S. Thompson Tract; thence S 45°34'10" W - 79.91 ft. to the most westerly corner of the Karen S. Thompson Tract; thence S 44°25'50" E - 55.9 ft. to the most southerly corner of the Karen S. Thompson Tract on the northwest boundary of the tract of land described in the Deed filed at Book 182, Page 413; thence along the northwest boundary of said tract of land S 45°34'10" W - 191.24 ft. to a found iron pin monumenting the most westerly

corner of the said tract of land described in the Deed filed at Book 182, Page 413; thence along the westerly bounds of those tracts of land described by Deeds filed at Book 202, Page 91, Book 205, Page 211, Book 281, Page 312 and Book 290, Page 217, S 08°25'39" W - 500.0 ft. to a found iron pin monumenting the westerly corner of the tract of land described by Deed filed at Book 290, Page 217; thence along the South boundary of said tract of land S 81°34'21" E - 200.0 ft. to the most southerly corner of said tract of land on the West right of way line of Lighthouse Road; thence along said West right of way line of Lighthouse Road S 08°25'39" W - 374.6 ft. to an iron pin monumenting the northeast corner of the tract of land described by Deed filed at Book 267, Page 623; thence departing the West line of Lighthouse Road N 81°34'21" W - 200.0 ft. to an iron pin monumenting the northwest corner of said tract of land; thence departing the northwest corner of the tract of land described by Deed filed at Book 267, Page 623, N 88°11'59" W - 79.86 ft. to the northeast corner of Lot 7 in BEACON POINTE SUBDIVISION, FIRST ADDITION, a subdivision filed at Cabinet A, Slide 348 in Office of the Recorder of Deeds for Miller County, Missouri; thence along the North line of Lots 7 and 8 in said subdivision N 87° 45' 14" W - 200.0 ft. to an iron pin found monumenting the northwest corner of Lot 8, common to Lots 8, 9 and 92; thence along the East line of Lot 92, N 0°15'19" W - 161.25 ft. to an iron pin found monumenting the most northerly corner of said Lot 92 common with Lot 93 in said subdivision; thence along the northeast boundary of Lots 93, 94, 95, 96, 97 and 98 in BEACON POINTE SUBDIVISION, FIRST ADDITION, N 37°01'06" W - 843.11 ft. to an iron pin found monumenting the most northerly corner of said Lot 98; thence departing the most northerly corner of said Lot 98 in BEACON POINTE SUBDIVISION, FIRST ADDITION, N 50°07'54" W - 0.79 ft. to an angle point on the South right of way line of Eaglecrest Lane, the 40 ft. wide subdivision roadway as set forth on the subdivision plats for EAGLECREST NO. 2, EAGLECREST NO. 4 and EAGLECREST NO. 6; thence departing the angle point of the South right of way line of Eaglecrest Lane, N 13°58'58" W - 22.15 ft. to a point of intersection on the centerline of said Eaglecrest Lane; thence along the centerline of Eaglecrest Lane on the following courses: N 50°35'02" E - 99.96 ft., N 18°05'02" E - 70.1 ft., N 03°23'58" W - 99.96 ft., N 17°39'58" W - 99.96 ft., N 36°19'58" W - 49.98 ft., N 55°47'58" W - 135.95 ft., N 59°50'58" W - 76.97 ft., N 39°05'58" W - 36.0 ft., N 21°41'58" W - 40.0 ft., N 0° 41'58" W - 37.34 ft., N 16° 57' 02" E - 37.07 ft., N 26°00'02" E - 25.59 ft., N 35°01'39" E - 100.0 ft., N 48°06'39" E - 196.81 ft., N 61°23'39" E - 73.6 ft., N 75°08'39" E - 159.01 ft. and N 70°07'39" E - 90.5 ft. to its intersection with the centerline of the County Road, (Bluebird Circle), running easterly to Missouri State Highway Route "W"; thence along the centerline of said County Road, (Bluebird Circle), N 87°53'07" E - 236.42 ft.; thence continue along said County Road centerline S 85°40'02" E - 176.03 ft. to its intersection with the southwest boundary line of Lot

12 in SECTION A - BLOCK 9, NORTSHORE TERRACE, a subdivision filed at Plat Book 2, Page 25 in the Miller County Records; thence departing the centerline of the County Road, (Bluebird Circle), along and with said southwest line of Lot 12, S 29°46'56" E - 195.64 ft. to the most southerly corner of said Lot 12 on the centerline of Rare Road; thence along the centerline of an existing County Road, (Falcon Drive), S 19°13'18" E - 98.97 ft. to its intersection with the southwest projection of the southeast boundary line of Lot 11 in SECTION A - BLOCK 9, NORTSHORE TERRACE; thence continue along the centerline of the County Road, (Falcon Drive), on the following monumented courses: S 55°34'30" E - 251.51 ft., S 26°15'39" E - 124.68 ft. and S 02°07'07" E - 210.69 ft. to the point of beginning.

NOW THEREFORE, in consideration of Good and Valuable Consideration the receipt and adequacy of which is hereby acknowledged, Grantor does hereby grant, bargain and sell, convey and confirm unto Grantee, and unto its successors and assigns, easements hereafter

confined and limited, the use of which are restricted for public wastewater transmission and service lines/facilities essential thereto. The burden of this easement and the initial easement footprint is explicitly located by Grantor and restricted by Grantor as follows and Grantee is specifically permitted to install the transmission main and needed facilities in that portion of the adjoining roadway adjacent Grantor's property, in which the Grantor retains an interest, reversionary or otherwise.

Transmission Main – Location and Restrictions:

Legal Description: An easement twenty feet in width, 10 feet each side of the following described centerline, commencing at the Southeast corner of a tract of land described by deed, found in Book 2017, Page 4944, owned by Thomas E. Marsh and Heather J. March, in the Office of the Recorder, Miller County, Missouri, thence 10 feet in a Southerly direction along the Easterly line of from said tract of land to the POINT OF BEGINNING thence leaving said Easterly Line, in a Westerly direction, 50 feet more or less along the South Lot Line, for the POINT OF TERMINATION as shown on Exhibit A.

It is the intent of the parties that the easement for transmission main provided above will include that part of the owner's property description lying within 10 feet on both sides of the centerline of the transmission main, as initially located by Grantor, not Grantee, and that the use of the easement will be to transmit wastewater to the Grantee's treatment facility.

Service lines/facilities – Locations and Restrictions:

Where service lines/facilities are to be permitted on Grantor's property, it is the intent of the parties that easements 5' to either side of said lines/facilities centerline or center-point (e.g. a grinder) are hereby granted and/or obligated. Said service lines/facilities easements are restricted to those designated by, located by, and consented to by the Grantor. An engineer's drawing has been prepared reflecting the centerline and locations selected and designated by Grantor and Grantor retains the right to reasonably refine the location at the time of construction. All customers are informed and reminded that to provide service, depending on the circumstances attending each customer's need, the service lines/facilities may include: a clean-out, an Elder valve, a gravity service line to the transmission main, a one-party grinder pump or multi-party grinder pump with control box and alarm, a pressure service line from a grinder to the transmission main third party (neighbor) crossing or connections to grinders or to mains, a connection to owner's power source or meter with breaker box

These lines/facilities depend on the location, configuration, and elevations of Grantor's improvements and facilities as well as the elevation of the lowest toilet or grey water facility therein. Of necessity the easements must be coordinated with and finally established with the Grantor, and some locations cannot be more precisely established without excavation at the time of construction. As further described in a practical manner, these easements are hereby restricted as to location Grantor defines as the best and most practical and direct routes. Grantor will warrant and defend the validity of the easements against the claims of all persons whomsoever. The parties intend to avoid the cost of surveys and further engineering, and therefore agree that the obligations herein, together with the provisions under Section 523.282.2, RSMo, are

sufficiently explicit to lawfully define the location of the facilities. The parties intend that this document does not constitute a blanket easement under Section 523.282, RSMo. The easement holder is not allowed to locate facilities at any undefined location. Grantee will not be permitted to stray from the defined location provided by Grantor. The parties agree to execute such further assurances as may be reasonably required to so restrict this document.

The Service Facility Easements are described as follows:

1. An easement to install at the district's expense a local **connection line** from the Grantor's house/improvement line and any gray water lines to the Main Collector Line, or to a lift station or lift station collector line. This easement will begin at Grantor's houseline and/or grey water line and extend by the shortest and most direct accessible route without disturbing improvements to the district's collector line.
2. An easement to install at the district's expense, if needed, a **grinder pump** or **lift station** apparatus. This easement will be located at the connection of the local collector line to the owner's house line or as otherwise directed by the owner prior to construction.
3. An easement, where applicable, to install at the district's expense not more than one additional **local collection line** on Grantor's property from neighboring improvements extending to the grinder pump or extending to a lift station or to another collector line. In rare instances where one grinder or lift station serves two properties, lines are connected from each owner's house line directly to a grinder or lift station.
4. An easement to make an **electric service connection** from a grinder pump on Grantor's property, if any, to the **electric service** on Grantor's property. The District will install on the foundation of Grantor's improvements and on a 6" by 6" CCA post adjacent the grinder, the necessary disconnect with breaker apparatus and alarm and extend the electric service in the shortest and most direct route to the electric service for Grantor's property. In some cases, a grinder pump must service two or more residences/buildings. The District will provide a credit for each customer bearing expense for electricity for a grinder pump or lift station, as determined by the District's engineering staff. The credit will be calculated at the rate charged for additional kilowatts used by the pump in excess of any other kilowatt use occurring at the Grantor's location.

Use and Access.

This instrument permits the Grantee to use the explicitly designated easement locations set by Grantor, to construct, operate, inspect, maintain, repair, rebuild, replace, remove and patrol wastewater service lines/facilities, including pumping facilities and essential appurtenances necessary in connection therewith, subject to the terms and restrictions set forth in this instrument. Engineer drawings have been utilized in assisting Grantor to arrive at final

designations and said final designations will be enforced during construction by engineering oversight. Grantor will be permitted to reasonably modify designations during construction.

Should it be urged that any portion of the easement is a 'blanket' as envisioned by Section 523.282.2, RSMo, it is agreed that all other provisions hereof notwithstanding – "Upon completion, the initial structures explicitly fix the burden, scope of use, and footprint within the express terms of the instrument **and** the location of the burden shall be fixed to the degree occupied by the initial structure upon completion of such structures. It is agreed any interpretation contrary thereto will not be permitted. The parties, their heirs, successor and assigns are obligated to execute such further assurances as may be reasonably requested to fully effect this provision.

Where access to the easement areas from a public roadway for inspection, repair, replacement etc., is needed Grantee is licensed and restricted so long as service is made available to the property, to obtain access to the easement area and wastewater structures over the restricted easement areas herein described. Except when presence on the property is brief, Grantees' employees will endeavor to notify owner or occupant of their presence and purpose and utilize only such reasonable access as Grantor or Grantor's occupant permits.

Consideration, Waiver, Damages. Consideration includes the privileges and benefits mutually obtained. The improvement will allow wastewater service to be available and will enhance property value. Others have provided and are providing easements without additional consideration and this instrument is provided in consideration of similar grants made by others for mutual benefit of all. The Grantee will make a considerable investment on the easement description. To the extent the value of any rights and interests conveyed exceed the consideration and benefit flowing to Grantor, Grantor waives the right to Just Compensation and an appraisal under the Uniform Relocation Assistance and Real Property Acquisition Policies Act. The consideration herein stated compensates Grantor for allowing the Grantee to go upon said lands and lay the initial structures, however Grantee is obligated to maintain and repair disturbance of the easement description and any ingress and egress routes so no damage will result from the use by Grantee including disturbance to any adjacent land of the Grantor or Grantor's heirs or assigns. After the initial construction, the Grantee will pay the Grantor or Grantor's heirs or assigns any damages occasioned by use of the easement description and access routes, or in the alternative, at the Grantee's option, will be permitted to repair the same to the condition prior to damage by the Grantee as is reasonably feasible as promptly as weather, ground condition and scheduling reasonably permit.

Uniform Act. Grantor acknowledges that Grantee has informed Grantor as follows:

1. Grantor has received a copy of the State CDBG Programs Project Easements brochure. The brochure describes the Grantor's rights under the Uniform Relocation Assistance and Real Property Acquisitions Act and regulations at 49 CFR, Part 24.
2. The rights described are the right to just compensation for the easement, based on an appraisal or valuation. A valuation is required if the value is

estimated at \$10,000 or less. Where the damage exceeds \$10,000, the right to an appraisal and the right to accompany the appraiser is required. Grantor has the right to waive those rights and to donate the easement.

3. After having been fully informed of the above, to the extent the value of any rights and interests conveyed may exceed the consideration and benefit flowing to Grantor, Grantor waives the right to Just Compensation and an appraisal under the Uniform Relocation Assistance and Real Property Acquisition Policies Act. and accepts such consideration as is herein expressed for said donation.

Intent of parties. This instrument is intended in good faith and fair dealing to meet or exceed all statutory, common law or public policy requirements. Any uncertainty will be resolved to give force and effect to the intention of the parties, to treat both parties fairly, and both parties waive any statutory, common law, or public policy option to seek vacation of this instrument.

IN WITNESS WHEREOF, Grantors have executed this instrument the day and year first above written.

Caitlin D. Golike - Trustee

TRUSTEE ACKNOWLEDGMENT

STATE OF Missouri)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2021, before me personally appeared, **Caitlin D. Golike, Trustee of the Golike Joint Irrevocable Trust u/t/a 2/15/2017**, to me known to be the person described in and who executed the foregoing instrument, and acknowledged under oath that the execution of the same was by authority granted to said Trustee in the Trust Agreement and is a free and voluntary act and deed of the Trustee.

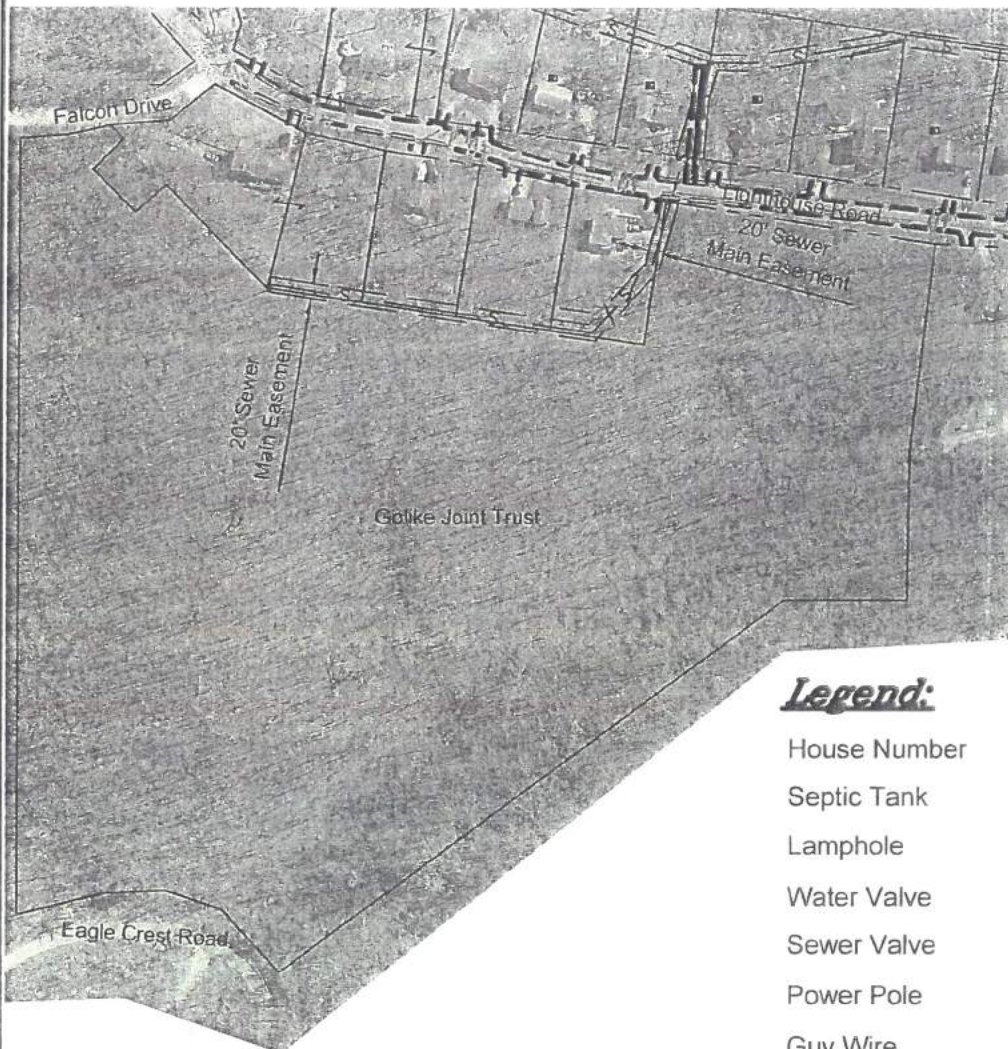
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

Notary Public, State of Missouri

NOTE: THIS DOCUMENT DEPICTS AND PERMITS THE FACILITY/LINE LOCATIONS REFLECTED ON THE DRAWING. IF DURING CONSTRUCTION THE OWNER WISHES TO REQUEST MUTUALLY ACCEPTABLE ALTERNATE LOCATIONS WHICH DON'T INVOLVE SUBSTANTIAL CHANGE IN COSTS, THE OWNER DESIGNATED LOCATIONS WILL BE UTILIZED AND THE EASEMENT WILL MAINTAIN THE AFOREMENTIONED WIDTH AS FINALLY INSTALLED.

PARCEL NO.
136013004005001000
PRT SE 1/4
SEC. 13, T 40 N, R 16 W



Legend:

House Number

Septic Tank

Lamphole

Water Valve

Sewer Valve

Power Pole

Guy Wire

Water Meter

Proposed Sewer Manhole

Proposed Lift Station

Existing Sewer Forcemain

Proposed Sewer Forcemain

Proposed Gravity Sewer Main

Approximate Property Line

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WV

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FM

FM

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NOTE: DRAWING IS SCHEMATIC IN NATURE.
IT DOES NOT REPRESENT AN ACTUAL
SURVEY OF THE PROPERTY.

SHORELINE
SURVEYING & ENGINEERING
3048 Hwy. 52 Eldon, MO 65026
PH: (573) 392-3312

SHORELINE SURVEYING &
ENGINEERING, LLC
Missouri State Certificates of Authority:
LS - 2017001656
E - 2017004119

Lake Ozark
Sanitary Sewer System Expansion
Lighthouse Road
Miller County, MO

Date:
4-26-21

Scale:
1"=250'

Project Number:
11310-21:E1

Easement No.:
E1

CITY OF LAKE OZARK
A Missouri Municipality of the 4th Class

BILL NO.: 2021-23

ORDINANCE NO.: 2021-_____

**ORDINANCE OF THE CITY OF LAKE OZARK, MISSOURI APPROVING AN
AGREEMENT WITH JIM & TABITHA GOLIKE TO REMOVE CERTAIN
DEBRIS AND RUBISH IN RETURN FOR WASTEWATER EASEMENT**

WHEREAS, the City of Lake Ozark, Missouri maintains a system of wastewater removal for the public benefit; and,

WHEREAS, the City needs access to use of certain private lands to construct and operate the wastewater system; and,

WHEREAS, the City has need of acquiring property rights to land owned in the name of the Golike Joint Irrevocable Trust u/t/a 2/15/2017; and,

WHEREAS, for and in consideration of the acquisition of a Wastewater Easement, the City has agreed to remove certain rubbish and debris from the land over which the City is obtaining an easement from the aforementioned property owner; and,

WHEREAS, the Board of Aldermen of the City of Lake Ozark, Missouri has determined that it would be in the best interests of the City of Lake Ozark to authorize the Mayor or his designee to execute an agreement, a copy of which is attached hereto as Exhibit 1, for and on behalf of the City of Lake Ozark to obtain the necessary property rights for expansion of its wastewater system.

Now, therefore, be it ordained by the Board of Aldermen of the City of Lake Ozark, Missouri, as follows:

Section 1. Approval of Agreement. The Board of Aldermen of the City of Lake Ozark, Missouri hereby approves, and accepts the Agreement attached hereto as Exhibit 1 and authorizes the Mayor of the City of Lake Ozark, Missouri, or his designee, execute the Agreement for and on behalf of the City of Lake Ozark.

Section 2. Execution: The Mayor or his designated agent is hereby authorized and directed to execute and deliver said Agreement on behalf of and as the act and deed of the City of Lake Ozark.

Section 3. Further Authority. The Mayor, and the designated officials and agents of City of Lake Ozark are hereby authorized and directed to, take such action, expend such budgeted funds 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 of Lake Ozark with respect to the Agreement.

Section 4. Effective Date. This ordinance shall take effect and be in full force from and after its adoption by the Board of Alderman.

First Reading: _____

Second Reading: _____

DULY READ AND APPROVED THIS _____ DAY OF JUNE 2021.

Alderman Klautzer	Aye	or	Nay
Alderman Jaycox	Aye	or	Nay
Alderman Wright	Aye	or	Nay
Alderman Neels	Aye	or	Nay
Alderman Westbrook	Aye	or	Nay
Alderman Thompson	Aye	or	Nay

APPROVE:

ATTEST:

MAYOR:

CITY CLERK:

Dennis Newberry

Kathy Vance

CITY OF LAKE OZARK
A Missouri Municipality of the 4th Class

BILL NO.: 2021-24

ORDINANCE NO.: _____

***AN ORDINANCE AUTHORIZING ACCEPTANCE OF PROPOSAL FROM
NEXT SITE FOR RESEARCH, MARKETING & CONSULTING SERVICES***

WHEREAS, the City of Lake Ozark is a vibrant and growing community that prides itself on being a great place to live and visit, and a place that welcomes and encourages responsible and compatible economic growth opportunities; and

WHEREAS, the City is a participant in the Lake Ozark Regional Economic Development Council (hereinafter LORDEC); and

WHEREAS, the City desires, with its other LORDEC partners, to obtain the services of Next Site to provide research, marketing and consulting services to further its desire to attract responsible and compatible economic growth opportunities to the City of Lake Ozark; and

WHEREAS, City staff has reviewed proposals from Next Site and recommends that the City accept the proposal attached hereto as Exhibit 1.

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

Section 1. Authorization and Approval of Agreement. The Board of Aldermen hereby authorizes the Mayor to retain Next Site in accord with the terms of the proposed in Exhibit 1 and the Mayor or his authorized designee is hereby authorized to retain said firm on behalf of the City in accord with the parameters in Exhibit 1.

Section 2. Further Authority. The City Administrator and his designees are hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the directions and of the Board's intent of this ordinance and provide the day-to-day direction to Next Site as within their authority.

Section 3. Effective Date. This ordinance shall take effect and be in full force immediately after its adoption by the Board of Aldermen of the City of Lake Ozark.

First Reading: _____

Second Reading: _____

DULY READ AND APPROVED THIS _____ DAY OF JUNE 2021.

Alderman Westbrook	Aye	or	Nay
Alderman Klautzer	Aye	or	Nay
Alderman Thompson	Aye	or	Nay
Alderman Neels	Aye	or	Nay
Alderman Wright	Aye	or	Nay
Alderman Jaycox	Aye	or	Nay

APPROVE:

ATTEST:

MAYOR:

CITY CLERK

Dennis Newberry

Kathy Vance



**AGREEMENT TO PROVIDE
RESEARCH, MARKETING & CONSULTING SERVICES**

THIS AGREEMENT is entered into by and between NextSite, LLC, an Alabama limited liability company (hereinafter referred to as “Consultant”) and the City of Lake Ozark, Missouri (hereinafter referred to as “Client”) on this the **1st** day of **July, 2021**, as follows:

WHEREAS, the Client has opted into the previous agreement with the Lake Ozark Regional Economic Development Council and Consultant and desires to have performed those services identified on Exhibit B attached hereto (the “Project”) relating to the agreement with the City of Lake Ozark, Missouri, which it believe will promote the efficient operation of the Client; and,

WHEREAS, Consultant has made a proposal to the Client to provide research, marketing and consulting services related to the Project to the Client as further forth below.

W-I-T-N-E-S-S-E-T-H:

NOW, THEREFORE, this agreement is made and entered into on the date first above written by and between the Client and Consultant, by which Consultant will provide research, marketing and professional consulting to the Client as hereinafter specified, through individuals possessing a high degree of professional skill where the personality of the individual will play a decisive role as follows:

1. SCOPE OF SERVICES

Consultant agrees, for the consideration stated herein, to provide research, marketing and professional consulting and related services to the Client for the Project as set out in Exhibit B. The engagement will focus on the site(s) identified by the Client and Consultant to pro-actively recruit commercial development and redevelopment.

2. TIME OF PERFORMANCE

Consultant shall provide services pursuant to this agreement and expeditiously and in good faith conduct its work in such a manner as to complete its commitments for Client within **three (3)** calendar years which shall be calculated as **July 1st, 2021**, to **June 30th, 2024**, with success fees due on any projected open during the three-year engagement or within **24-months of June 30th, 2024**, or any extension thereof.

Consultant shall commence, carry on and complete the Project with all practicable dispatch, in a sound, economical and efficient manner, in accordance with the provisions hereof and applicable laws. In accomplishing the Project, Consultant shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work and policies being carried on by the Client.

3. COMPENSATION

The Client agrees to pay Consultant for the services as set forth herein, the sum of **\$2,850** for the first year plus the success fees outlined in Exhibit A below. Payment is to be made upon execution of this agreement and receipt of invoices from NextSite, LLC. The compensation for years two and three shall be **\$2,850** per year plus success fees payable as outlined in Exhibit A below. Payment is to be made upon receipt of the invoices from NextSite, LLC. The client shall have the right to renew the contract for additional years, starting in year four, at the rate of **\$2,850** per year and thereafter under the same payment terms, as mutually agreed between Client and Consultant. Client shall pay Consultant in U.S. dollars within thirty (30) days of receipt of invoices. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law, whichever is lower) on past-due invoices or unpaid balances. If Client fails to pay invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may initiate collections proceedings, including payment for costs associated with such collection efforts.

Client acknowledges that affiliates and strategic partners of Consultant act in the capacity of a real estate advisory service business and may earn fees for services including development, leasing and real estate advisory fees in the performance of such affiliates services as part of the scope of the Project. The fees earned by such affiliates and strategic partners are not the responsibility of the City of Lake Ozark, Missouri.

4. CLIENT RESPONSIBILITIES

In addition to paying Consultant for services according to the preceding paragraph, the Client shall also provide for Consultant: access to relevant personnel, facilities, and materials including, but not necessarily limited to, those items specified in Consultant's proposal to Client, and such records, reports, and information as reasonably requested by Consultant and in Client's possession.

5. LEVEL OF COMPETENCE

Consultant represents and warrants to the Client that it and all of its employees that will be working on the project for the Client are qualified and competent to perform the services required. Such personnel shall not be employees of or have any pre-existing contractual relationship with the Client. All of the services required hereunder will be performed by Consultant or under its supervision.

The Project Directors for the performance of services by Consultant pursuant to the terms and conditions of this agreement will be Charles Branch, Senior VP of Business Development. Consultant will also use additional employees to assist with the performance of this Agreement as Consultant deems appropriate in Consultant's discretion.

6. MATERIALS/CONFIDENTIALITY

The Client agrees to cooperate with and provide Consultant with access to facilities and information within its reasonable possession and control, requested by Consultant for its review and use in performing the services herein. Provided, however, all such documents, information, results, memoranda and all other written information ("information") shall be held confidential by Consultant and any of its sub-contractors and shall not, without the prior written consent of the Client, be used for any purpose other than the performance of this agreement nor be disclosed to any other entity not connected with performance of this agreement. Upon completion of services,

Consultant shall return all such information to the Client. The Client shall retain ownership of all such information provided by Client.

7. INTELLECTUAL PROPERTY

The Client and Consultant, jointly and separately, acknowledge and agree that the intellectual property of both parties shall remain owned by the respective party. Except for Consultant's periodic and final reports generated for performance of this agreement to or for the Client, reports, memorandums, electronic mail, facsimile transmissions and other written and prepared documents shall be owned by the party who authored, generated or who originally possessed the same and nothing in this agreement shall contravene said rights.

8. INFORMATION AND REPORTS

Consultant shall furnish periodic reports concerning the status of the project to the Client's representative pursuant to a schedule agreed upon by Consultant and Client. Consultant shall furnish the Client, upon request, electronic copies of all documents and other material prepared or developed as part of the project. Such requests shall be reasonable and within normal business practices for such work.

9. COPYRIGHT INFORMATION

The Client acknowledges that all intellectual property developed during the course of this agreement by Consultant shall belong exclusively to Consultant. However, the Client may utilize any of the foregoing for and on behalf of its internal operations, to support existing business and entrepreneurial growth and all commercial development efforts in its communities and county, but will take steps reasonably necessary with its employees with respect to the use, copying, protection and security of the foregoing.

10. APPLICABLE LAWS

Consultant shall register and comply with all State or Federal laws and/or regulations as they may relate to the services or activities of the Consultant to the Client.

11. INSURANCE

Consultant shall carry all appropriate and necessary insurance to be in compliance with state and national laws regarding the insurance coverage of its employees.

12. CONFLICT OF INTEREST

The Consultant represents and warrants to the Client, to the best of its knowledge, that neither it nor its Project Directors are aware of any conflict of interest which exists by means of its provision of services to the Client pursuant to the terms and conditions of this agreement.

13. NOTICES/PARTIES REPRESENTATIVES

The primary representative of the Client for this agreement shall be Harrison Fry, Assistant City Administrator, City of Lake Ozark, Missouri.

All notices, bills, and invoices required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Client: Harrison Fry
City of Lake Ozark, Missouri
6132 Bagnell Dam Blvd.
Lake Ozark, MO 65049
(573) 365-5378
hfry@cityoflakeozark.net

Consultant: NextSite LLC
880 Montclair Road
Suite 625
Birmingham, AL 35213
Attention: Chuck Branch

14. REPRESENTATIVE CAPACITY

While Consultant's role will be that of consultant to the Client, Consultant shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the Client. Consultant shall not have the authority to bind or obligate the Client, its officers, agents or employees. As part of our work on behalf of your community, NextSite connects with dozens of retailers, restaurants, developers, brokers and tenant reps. Our focus is to position your community with the decision makers that drive the development process for concepts likely to consider markets like Lake Ozark, Missouri. Client acknowledges that based on community's size, there are limited opportunities for national and regional recruitment. Client acknowledges that one of the key benefits of this engagement is local support of the community's existing businesses and entrepreneurial opportunities both of which fall outside the scope of NextSite's services beyond the delivery of the research and market analysis.

15. MISCELLANEOUS

Each party to this agreement represents and warrants to the other as follows:

- A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
- B. That each has full power and capacity to enter into this agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.
- C. That to the extent required, each party has obtained the necessary approval of its governing body, board, council or other appropriate governing body and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.
- D. That each party has duly authorized and empowered a representative execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the party to the terms and conditions hereof.
- E. That absent fraud, the execution of this agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company or joint venture, the execution of this agreement by any member thereof shall bind the party and to the extent that the execution of agreement is limited to a manager, managing partner or specific member then the person so executing this agreement is duly authorized to act in such capacity for the party.
- F. That each party represents and warrants to the other that, to the best of its knowledge, there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.
- G. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third-party beneficiaries to this agreement, except that, the Client may share any research, market analysis, reports, etc. generated by the Consultant as part of the engagement, with agencies and authorities working for or on behalf of the Client.

Final Integration: This agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this agreement or expressly referred to herein have been relied on by any party in entering into this agreement.

Force Majeure: Neither party to this agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This Agreement shall bind the parties and their respective personal representatives, successors, and assigns. If any provision in this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Captions: The captions of this agreement are for convenience and reference only, are not a part of this agreement, and in no way define, describe, extend, or limit the scope or intent of this agreement.

Construction: This agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Governing Law: The laws of the State of Missouri, but without regard to conflict of laws principles, shall govern the validity of this agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this agreement.

Prohibition on Assignment and Delegation: No party to this agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Waiver: Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the agreement.

Agreement Date/Counterparts: The date of this agreement is intended as and for a date for the convenient identification of this agreement and is not intended to indicate that this agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

CLIENT:
City of Lake Ozark, Missouri
By: _____
Title: _____
Date: _____

CONSULTANT:
NextSite, LLC
By: _____
Title: _____
Date: _____

Exhibit A

In consideration of NextSite's agreement to significantly reduce its standard engagement fee, the Client will pay NextSite LLC recruitment success fees per the schedule below on all commercial development recruited and completed during the period beginning on the date the Client and NextSite LLC execute the "Agreement to Provide Research, Marketing & Recruitment Services" (the "Agreement") and ending at the conclusion of 24 months following the termination of the Agreement (initial Agreement term is 3 years) or any extension of the agreement. A development will be considered complete for the purposes of this agreement when the retailer/restaurant open for business. For multi-tenant developments, the fee is due when the first retailer opens for business. Out parcel developments are considered separate success fees.

- Restaurant(s) – QSR, FSR or Fast Casual
 - \$4,500 per location
- Single or Multi-Tenant development of less than 10,000 square feet
 - \$7,500 per development
- Multi-tenant development or single tenant retailer(s) between 10,001 and 50,000 square feet
 - \$15,000 per development
- Multi-tenant development or single tenant retailer(s) between 50,001 and 100,000 square feet
 - \$20,000 per development
- Development or single tenant retail of 100,001+ square feet
 - \$30,000 per location
- Multi-family, single-family, townhomes, senior housing development, hotel, movie theater or hospital
 - \$25,000 per location if the developer is introduced to the market by NextSite

Exhibit B



We are excited to announce a new partnership! Our team has partnered with the commercial development advisory firm, NextSite, to further strengthen our ability to attract new retail & commercial business investment within our service territory.

Through this partnership, Ameren and NextSite will begin a more detailed focus on driving new businesses to communities within our service territory. These opportunities will help to breathe new life into Main Street and neighborhoods, development and redevelopment opportunities, and additional tax revenues for local government agencies. We carefully chose this partnership based on NextSite's proprietary data solutions approach, access to national accounts and the success they've achieved throughout the nation.

In the months ahead, Ameren will be working with NextSite to boost commercial development all across our service territory by engaging with our communities to provide local market assessments, customer journey and consumer travel pattern analyses, property assessments and pro-active outreach to expanding commercial/retail enterprises seeking new growth opportunities.

For those interested communities, Ameren has secured an added value option by negotiating preferential pricing of NextSite's services and solutions to meet your community's unique growth opportunities.

Sincerely,

The Ameren Economic Development Team



CONNECTING OPPORTUNITIES

NextSite is a Commercial Development Advisory Firm specializing in identifying and connecting opportunities to developers, tenant reps and end-users to affect positive change in the communities we service across the U.S.

Our focus is to provide a unique research & market analysis based on the consumer travel patterns and customer journeys to key retail assets and your downtown, identify realistic recruitment targets and leverage our developer and tenant rep relationships to support commercial development growth in your community.

In the past 5 years, NextSite has connected and supported over 20 million square feet of commercial development projects resulting in over \$4.1 billion of capital investment. NextSite has successfully connected developers, tenant reps and end-users to projects across the U.S. including: Single Tenant, Multi-Tenant, Shopping Centers, Multi-Family, Healthcare, Workforce Housing, Hospitality, Entertainment, Mall Redevelopment, Grocery, Mixed-Use, Senior Housing and Student Housing.

While NextSite has only been in existence for 5 years, the principals and key executives of the company have a combined 100+ years of retail, industrial, multi-family, mixed-use and economic development experience positioning communities for commercial development success. Every member of the NextSite team is a member of ICSC and we participate in a minimum of 12 ICSC Conferences each year plus several shopping center, hospitality, and Retail Live conferences. However, 90% of our success comes from interacting with developers, tenant reps and retailers daily outside of the conference environment.

Our unique tools allow us to create industry leading analysis that creates a story about the opportunities in your market. Our success in connecting developer and tenant reps to these opportunities speaks for itself. Developers and Tenant Reps trust our insight, market knowledge and target opportunity identification.

Our Customer Journey and Consumer Travel Pattern Analytics form the basis for creating high quality custom trade areas to facilitate the balance of research and marketing deliverables. In many cases we end up with multiple custom trade areas because there is no one size fits all approach. A grocery store may have a substantially different trade area than a women's clothing store or restaurant.

NextSite's new proprietary **site identification model** estimates the suitability of a community for any given retailer based on the propensity of that retailer to locate in similar markets. Our model analyzes over 250 retail chains with more being added every day. This tool, based on proven statistical methods and back tested on recent site decisions by multiple concepts, allows us to quickly identify markets and sub-markets that match existing locations of the target retailer/restaurant. This information becomes part of our pro-active outreach to developers, tenant reps and retailers.

NextSite does not establish a minimum number of contacts in our engagements. We identify all potential opportunities based on our analysis of the market and the expansion plans of retailers. Our proactive outreach to our network of developers and tenant reps will communicate your story and get decision makers into your market. We will also position your community for potential commercial development in non- retail categories, including multi-family, middle market housing, hospitality, healthcare and mixed-use.

Scope and Approach: Retail & Restaurant Analysis & Recruitment



Research

Within the first 60 days of the agreement, NextSite will identify the appropriate radius, drive time and custom trade areas based on feedback from key community contacts, analysis of peer communities, onsite market visits and analysis of consumer travel patterns and customer journey. The research provided will be:

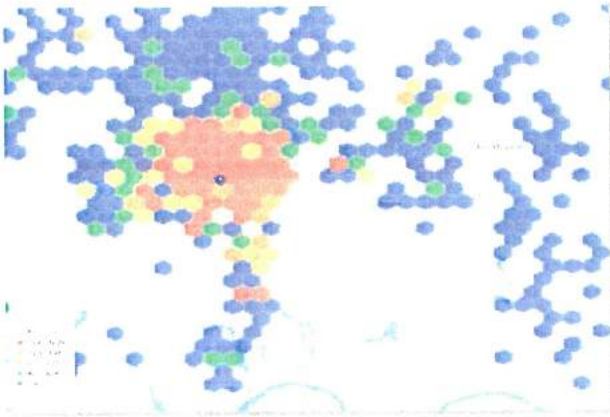
- Radius Analysis
- Drive Time Analysis
- Customer Journey Analysis
- Custom Trade Area Analysis
- Demographic Trend Analysis
- Consumer Spending Patterns
- Retail GAP/Leakage Analysis
- Peer Community Analysis
- Retail VOID Analysis
- Tapestry Segmentation
- Site Maps
- Retail Landscape Maps
- Traffic Count Maps
- Retail Marketing Guide
- Prior/Impact/Rebound COVID-19 Customer Journey Analysis
- On-Demand Reports

"NextSite has proven to be an invaluable team member on several high-profile projects that we have delivered over the years. The quality of data and analytics provided by NextSite has helped us ensure that these projects truly serve the communities in which they are located."

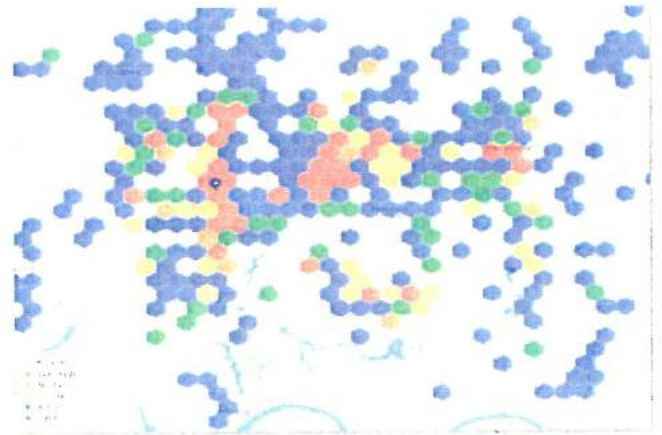
John Gunderson
President – Daniel Communities

Customer Journey and Custom Trade Area Research & Analysis

Consumer Travel Patterns using Mobile Device Tracking data allows NextSite to visualize the Common Evening, Common Daytime and Path to Purchase locations of consumers based on visits to a designated retailer or multi-tenant commercial location. This data helps identify clusters of consumers and is often the baseline in our understanding the size and scope of custom trade areas.



Home Location



Work Location

Publix - Hughes Rd

Prior

	Value Home	FootTraffic
1	Midtown Marketplace - Wall Trans Highway	3.4%
2	Bridge Street Town Centre - The Bridge St	2.75%
3	Bob Jones High School - Hughes Rd	1.2%
4	Hogan Family YMCA - Park Square Ln	1.13%
5	The Shoppes Of Madison - US 70 And Wall Trans Hwy	1.02%
6	Walmart Supercenter - Madison Blvd	0.94%
7	Madison Public Library - State Blvd	0.77%
8	La Placita - Hughes Rd	0.56%
9	Good Samaritan Hospice - Hughes Rd Ste 112	0.51%
10	Madison Church of Christ - Hughes Rd	0.43%

Post

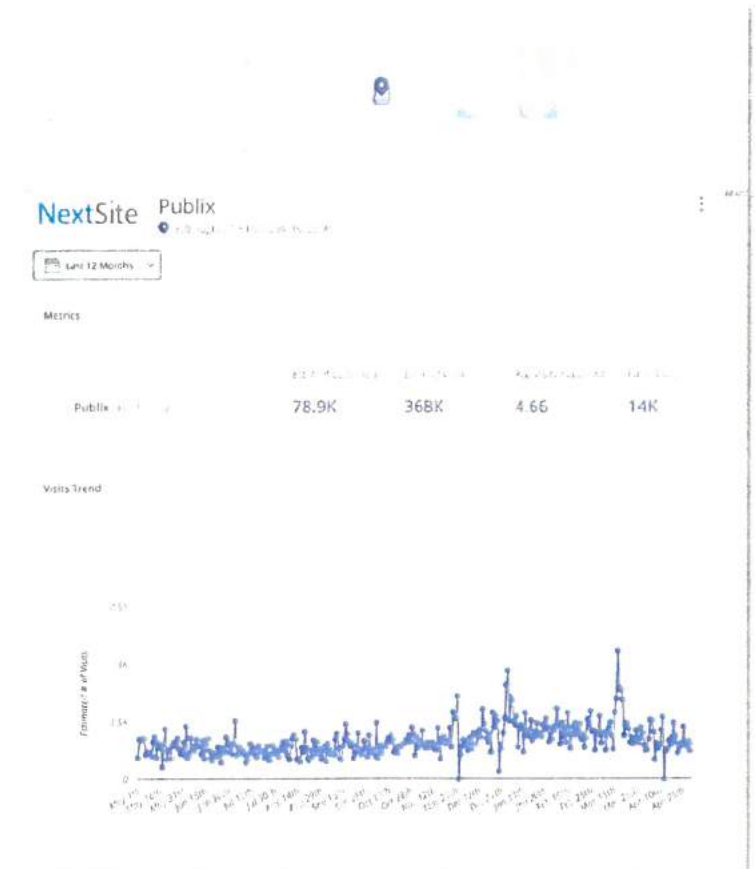
	Value Home	FootTraffic
1	Midtown Marketplace - Wall Trans Highway	2.12%
2	Walmart Supercenter - Madison Blvd	0.87%
3	Applebee's - Hughes Road	0.48%
4	La Placita - Hughes Rd	0.46%
5	Bob Jones High School - Hughes Rd	0.41%
6	Promenade of Madison - Hwy 101	0.4%
7	Bridge Street Town Centre - The Bridge St	0.39%
8	The Shoppes Of Madison - US 70 And Wall Trans Hwy	0.38%
9	Madison Centre - Madison Blvd	0.29%
10	Sam & Greg's Pizzeria - Hughes Rd	0.29%

Post - Prior Location

Customer Journey and Custom Trade Area Research & Analysis

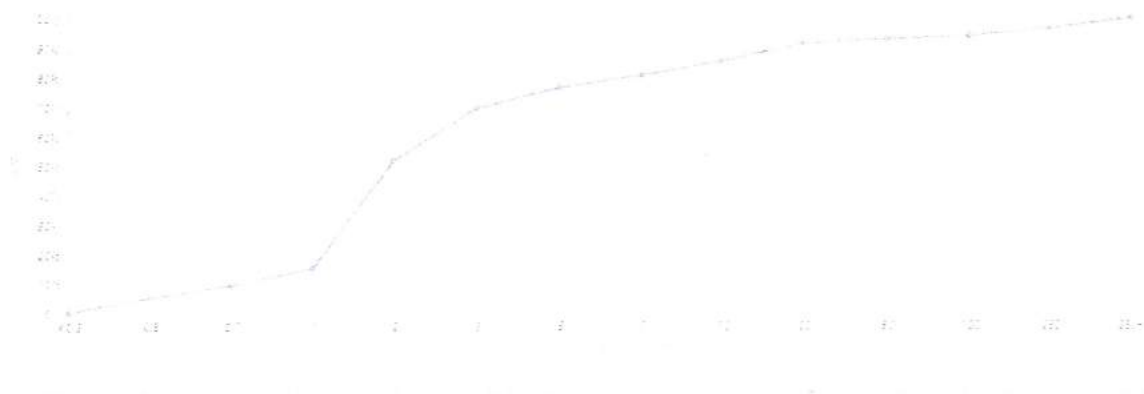
Customer Journey Analytics based on a market's primary retailer/commercial assets allows NextSite to gain insight into customer shopping habits and travel patterns as well as assess a community's ability to draw consumers into the market from the surrounding areas. We also create Customer Journey analysis for the Downtown corridors to better understand visit traffic and length of stay.

Estimated Number of Customers, Estimated Number of Visits and Visits Trends – The Customer Journey Analytics report highlights the number of unique customers visiting the primary retailer (or targeted location) as well as the total number of visits.



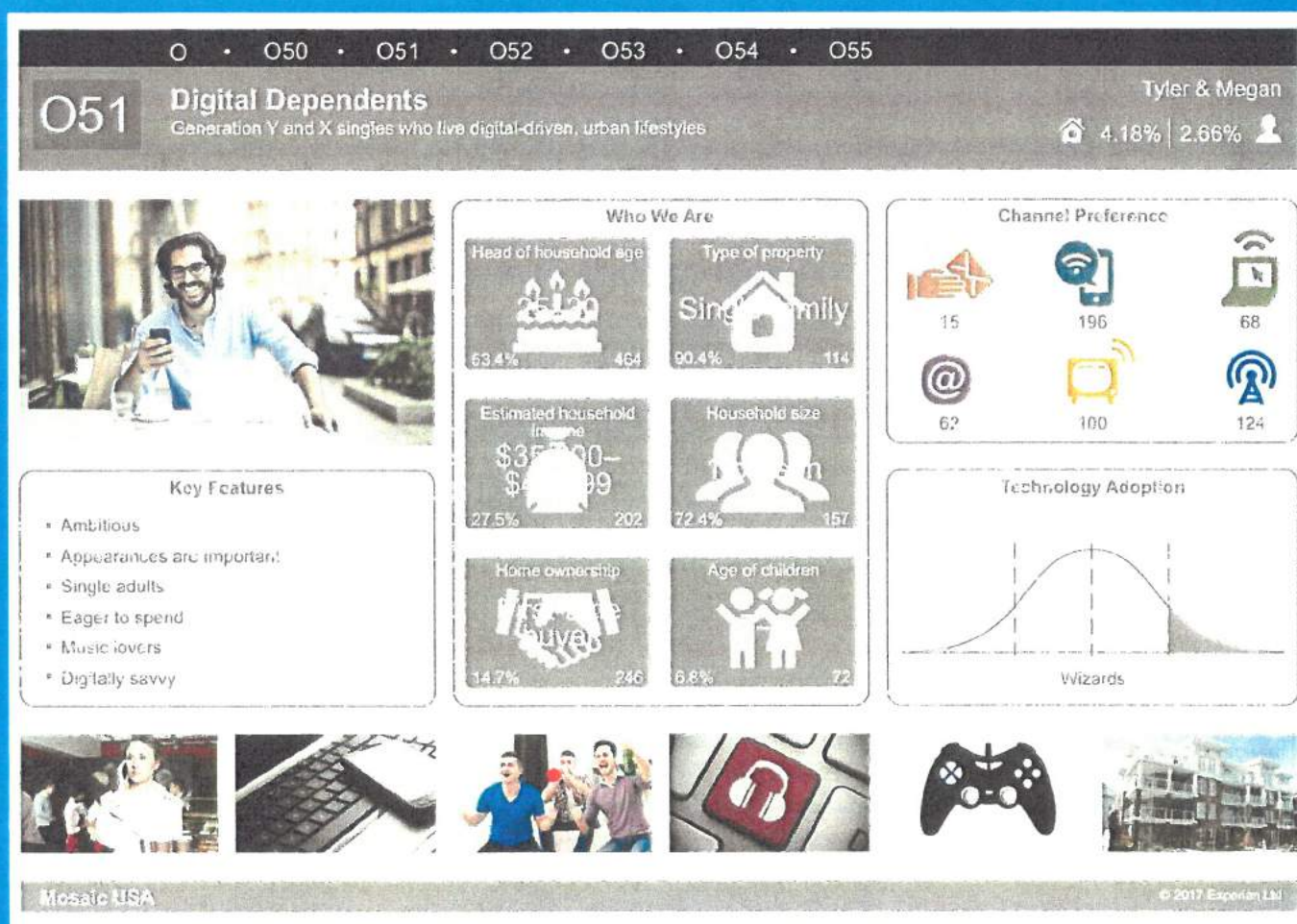
Trade Area Coverage by Distance highlights the distance that a retailer or other commercial asset is able to draw customers.

Trade Area Coverage by Distance



Tapestry Segmentation

Retailers today know the psychographic profiles of their target consumer. Through this data, we review segmentation groups and match the consumer profile of your community's shoppers to prospective retailers. This data can also be critical to retailers regarding the types of product and services offered once the location decision has been reached.



Analysis

Dawsonville, GA

Regional Trade Area
Retail GAP & Leakage
Calculated using TAS Retrieval
Latitude: 34.421268 Longitude: -84.116643
May 20, 2020

NextSite

	2019 Supply (\$)	2019 Demand (\$)	GAP/Surplus (\$)
Total retail trade including food and drink (NAICS 44, 45 and 722)	3,432,436,545	4,796,630,545	1,364,225,967
Total retail trade (NAICS 44 and 45)	3,023,758,448	4,278,290,651	1,254,502,243

Motor Vehicle Parts and Dealers

	2019 Supply (\$)	2019 Demand (\$)	GAP/Surplus (\$)
Motor vehicle and parts dealers (NAICS 441)	514,289,956	1,102,761,639	588,471,683
Automobile dealers (NAICS 4411)	453,494,376	1,011,036,625	557,502,211
New car dealers (NAICS 44111)	418,872,017	615,747,347	496,875,330
Used car dealers (NAICS 44112)	46,622,291	39,349,172	49,726,880
Other motor vehicle dealers (NAICS 4412)	35,454,268	80,333,452	44,778,163
Recreational vehicle dealers (NAICS 44121)	6,835,258	23,451,950	16,646,678
Motorcycle, boat, and other motor vehicle dealers (NAICS 44122)	28,620,010	56,751,482	27,931,475
Boat dealers (NAICS 441222)	21,663,039	18,030,892	-3,632,127
Motorcycle, ATV, and all other motor vehicle dealers (NAICS 441229)	7,156,911	38,756,520	31,563,682
Automotive parts, accessories, and tire stores (NAICS 4413)	75,340,250	60,431,836	-5,905,412
Automotive parts and accessories stores (NAICS 44131)	40,648,053	41,494,678	-5,153,377
Tire dealers (NAICS 44132)	28,692,197	27,636,161	-792,039

Furniture and Home Furnishings Stores

	2019 Supply (\$)	2019 Demand (\$)	GAP/Surplus (\$)
Furniture and home furnishings stores (NAICS 442)	76,191,832	80,752,928	2,561,094
Furniture stores (NAICS 4421)	22,628,913	48,183,855	25,554,942
Home furnishings stores (NAICS 4422)	53,562,919	32,569,074	-22,571,945
Floor covering stores (NAICS 44221)	11,431,225	5,034,773	-6,396,452
Other home furnishings stores (NAICS 44229)	44,131,694	27,534,301	-16,597,394
Window treatment stores (NAICS 442291)	21,646	1,330,454	1,308,808
All other home furnishings stores (NAICS 442299)	44,107,747	26,103,847	-17,943,900

Electronics and Appliance Stores

	2019 Supply (\$)	2019 Demand (\$)	GAP/Surplus (\$)
Electronics and appliance stores (NAICS 443)	33,200,004	72,430,530	39,176,775
Household appliance stores (NAICS 443141)	3,873,117	11,731,900	8,058,673
Electronics stores (NAICS 443142)	29,326,887	60,700,630	31,116,903

Building Material and Garden Equipment and Supplies Dealers

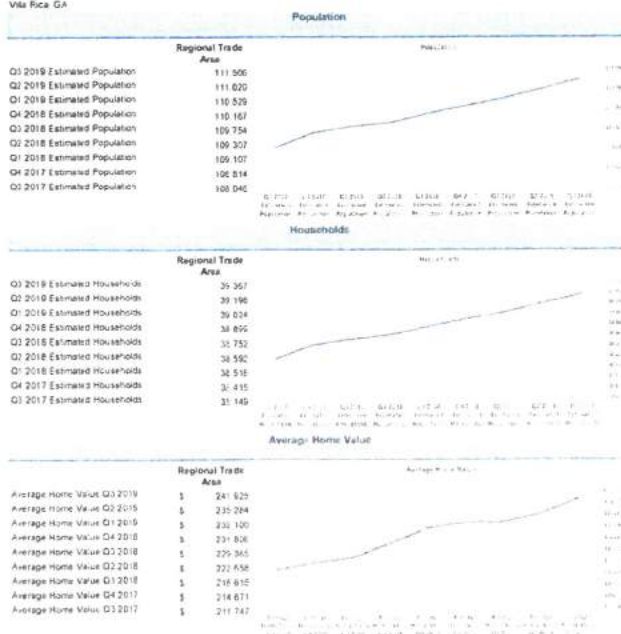
	2019 Supply (\$)	2019 Demand (\$)	GAP/Surplus (\$)
Building material and garden equipment and supplies dealers (NAICS 444)	284,009,444	322,684,347	38,657,905
Building material and supplies dealers (NAICS 4441)	247,727,743	277,094,481	29,376,731
Home centers (NAICS 44411)	145,247,271	152,478,016	3,231,145
Paint and wallpaper stores (NAICS 44412)	15,482,522	7,413,556	-8,068,966
Hardware stores (NAICS 44413)	4,510,247	24,696,472	19,476,224
Other building material dealers (NAICS 44419)	75,371,206	83,107,537	17,736,331
Lawn and garden equipment and supplies stores (NAICS 4442)	36,278,693	45,586,867	7,287,174
Outdoor power equipment stores (NAICS 44421)	1,903,223	6,952,349	4,985,126
Nursery, garden center, and farm supply stores (NAICS 44422)	36,335,470	38,634,518	2,299,049

Once the Retail Trade Areas are identified, we begin the process of performing detailed demographic research, GAP/Leakage analysis across all retail categories and household- level consumer expenditure reviews. Our Custom Demographic Research includes Historical, Current and Projected Demographics from multiple sources. Once caveat – we have found most retailers/restaurants are more interested in the demand side of the trade area and not the supply side.

Demographic Trends

Calculated using TAS Retrieval
Latitude: 33.732780 Longitude: -84.902127
Jan 3, 2020

NextSite



Consumer Spending Patterns - Annual Expenditure

2019 Expenditure
Calculated using TAS Retrieval

Feb 26, 2020

Latitude: 34.268508 Longitude: -86.207928

NextSite

Alpharetta, AL		Regional Trade Area
Total Health Care		\$209,292,549
Total drugs		\$17,842,676
Prescription drugs		\$7,278,841
Nonprescription drugs		\$4,848,896
Nonprescription vitamins		\$5,716,430
Health Insurance		\$155,150,890
Total commercial health insurance (Not BCBS)		\$26,723,491
Preferred provider health plan (Not BCBS)		\$26,723,491
Total Blue Cross, Blue Shield		\$37,422,172
Preferred provider health plan (BCBS)		\$26,629,658
Health maintenance organization (BCBS)		\$9,444,800
Commercial medicare supplement (BCBS)		\$1,146,897
Other health insurance (BCBS)		\$906,898
Health maintenance organization (not BCBS)		\$26,432,676
Medicare payments		\$30,340,119
Total Commercial medicare supplements and other health insurance		\$25,232,817
Commercial medicare supplement (Not BCBS)		\$15,487,993
Other health insurance (Not BCBS)		\$8,798,552
Long-term care insurance (Not BCBS)		\$3,025,041
Total medical supplies		\$6,314,477
Eyeglasses and contact lenses		\$2,455,825
Hearing aids		\$690,281
Tapestry and dressings		\$3,268,484
Total medical services		\$30,184,913
Physician's services		\$6,756,203
Dental services		\$10,724,082
Eyecare services		\$7,028,016
Service by professionals other than physician		\$2,678,171
Lab tests, x-rays		\$1,874,069
Hospital room and services		\$5,358,337
Other medical care services		\$815,894
Total Reading		\$3,443,085
Magazines/newspaper subscriptions		\$1,716,475
Magazines/newspapers, non-subscription		\$318,279
Books not thru book clubs		\$1,408,331

Community Peer Analysis

Retailers tend to locate in similar communities and/or trade areas. By identifying similar communities from a demographic and business scope, we can combine the city peers with the Retail VOID Analysis to further understand the opportunities for our Opportunity Target list.

City	State	1 mi Population	1 mi Avg HH Inc	3 mi Population	3 mi Avg HH Inc	5 mi Population	5 mi Avg HH Inc	10 mi Population	10 mi Avg HH Inc	15 mi Population	15 mi Avg HH Inc	30 mi Population	30 mi Avg HH Inc
Helena	AL	5,024	\$103,865	26,935	\$92,463	73,575	\$90,981	210,068	\$88,893	454,198	\$86,166	908,208	\$79,590
Madison	AL	8,812	\$113,684	49,065	\$110,755	85,976	\$102,928	228,925	\$82,083	379,206	\$83,488	655,196	\$79,149
Pelham	AL	3,058	\$74,583	25,096	\$84,026	72,192	\$93,686	242,573	\$102,070	520,639	\$90,692	933,906	\$79,628
Canton	GA	5,221	\$59,640	32,886	\$76,476	68,905	\$86,506	211,833	\$98,818	507,579	\$111,279	2,614,040	\$109,314
Evans	GA	3,392	\$130,989	38,499	\$112,586	95,887	\$103,386	246,378	\$83,817	394,943	\$73,525	595,863	\$70,346
Ridgeland	MS	8,579	\$66,428	45,911	\$82,047	88,397	\$91,590	228,733	\$85,089	386,871	\$77,709	507,587	\$75,680
Hendersonville	TN	5,327	\$88,316	48,461	\$88,269	91,230	\$92,283	297,041	\$83,410	577,581	\$78,667	1,421,892	\$89,506
Mount Juliet	TN	5,294	\$98,310	33,901	\$96,633	83,722	\$90,059	248,449	\$87,145	709,674	\$75,195	1,604,437	\$90,244

Retail VOID Analysis

Retail VOID Analysis is used to determine the distance from a market to the next nearest location of any retailer. This allows us to see which retailers have shown a propensity to located in markets with similar demographic profiles. When combined with Peer Analysis, VOID Analysis can make a compelling argument for a retailer or restaurant to locate in your community.

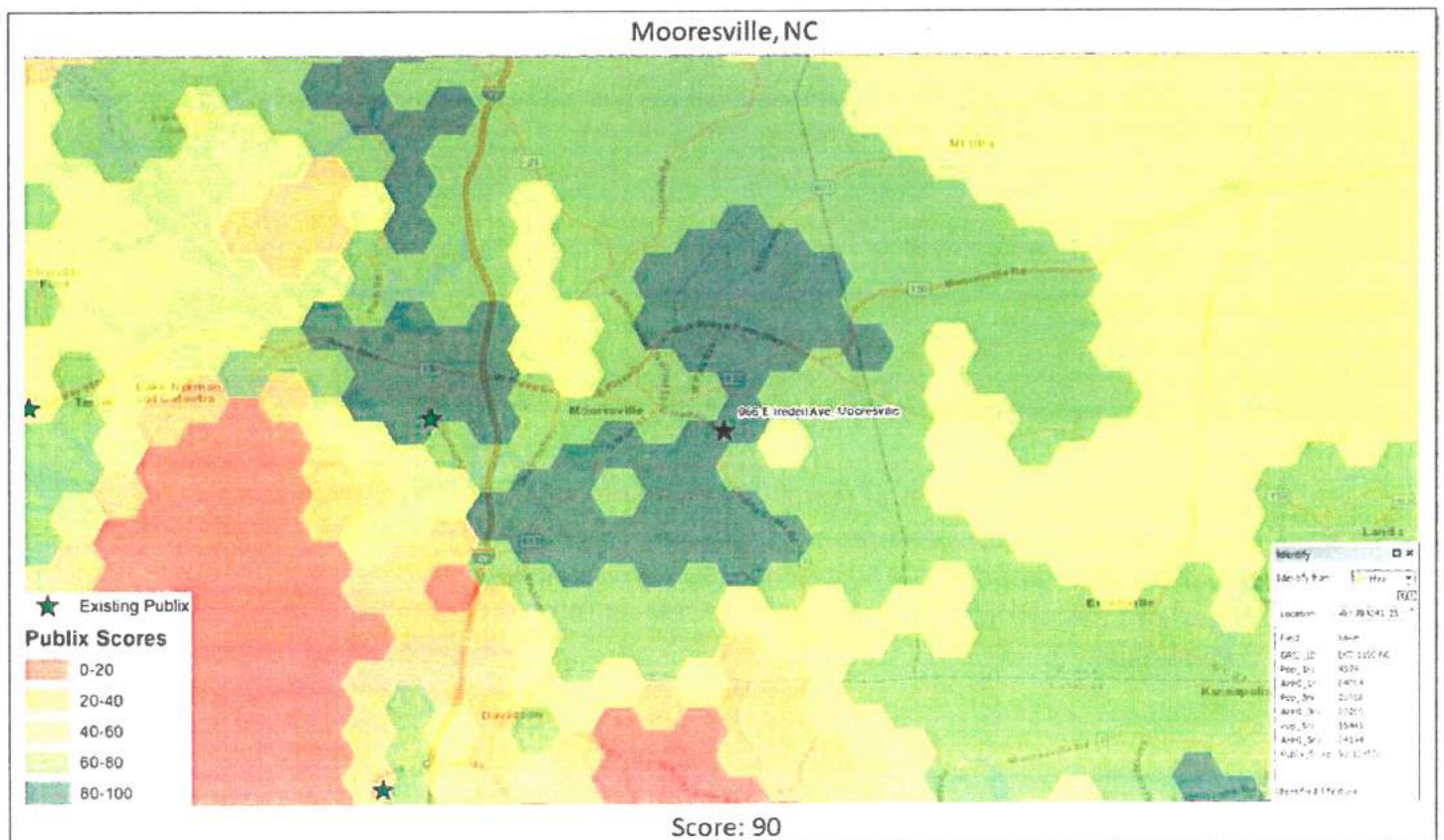
City	State	5 mi Population	5 mi Avg HH Inc	Ace Hardware	Harbor Freight Tools	Tractor Supply Co.	At Home	Publix Supermarkets	The Fresh Market	Mooyah	Culver's	Jason's Deli	Newk's Eatery
Helena	AL	73,575	\$90,981	16	3	9	6	1	14	5	5	7	8
Madison	AL	85,976	\$102,928	1	7	3	9	1	10	83	1	4	6
Pelham	AL	72,192	\$93,686	12	1	10	5	2	10	5	5	5	5
Canton	GA	68,905	\$86,506	8	0	6	15	2	13	120	6	16	3
Evans	GA	95,887	\$103,386	1	7	5	7	2	7	136	6	6	70
Ridgeland	MS	88,397	\$91,590	3	1	13	2	157	2	133	201	2	1
Hendersonville	TN	91,230	\$92,283	6	5	3	10	0	21	21	2	11	16
Mount Juliet	TN	83,722	\$90,059	8	9	3	2	2	19	19	2	2	17

Site Identification Model

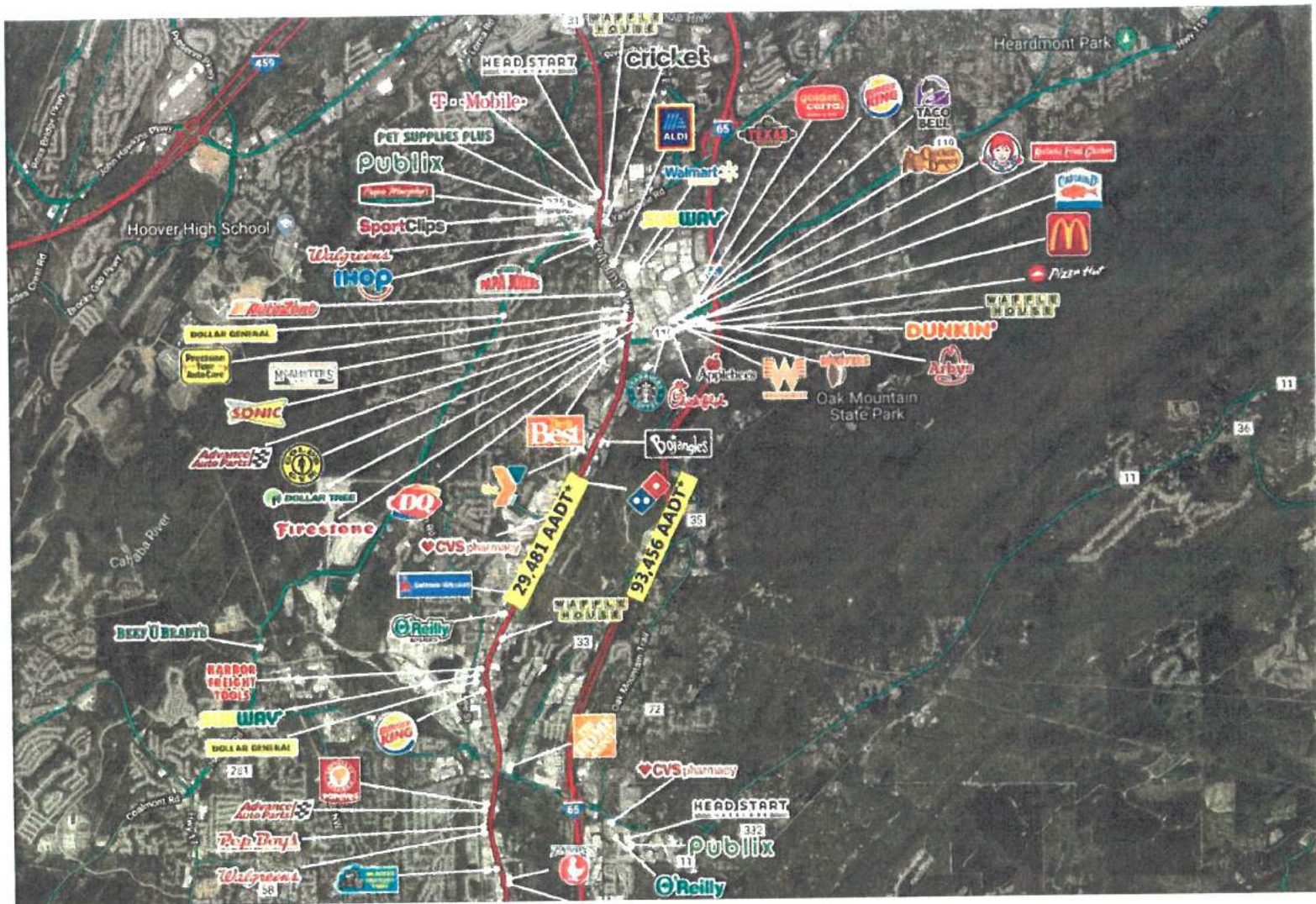
NextSite has developed a proprietary site identification model that estimates the suitability of a community/site for any given retailer based on the propensity of that retailer to locate in similar areas. Our model analyzes over 250 retail chains with more being added every day. This tool, based on proven statistical methods and back tested on recent site decisions by multiple concepts, allows us to quickly identify markets and sub-markets that match existing locations of the target retailer/restaurant. This information becomes part of our pro-active outreach to developers, tenant reps and retailers.

Using Publix as an example, NextSite's algorithm first looks at the location characteristics of every open or coming soon Publix location. These parameters include radius-based population, average household income, segmentation, and distance to next nearest location to create a Publix profile. The algorithm then compares this profile to a set of over 1.6 million evenly distributed points throughout the country and gives each point a score based on that point's similarity to the average Publix location. These scores provide NextSite and our Publix developer contacts target markets for potential Publix expansion.

The same process is used to identify potential sites for restaurants, service providers, retail and additional grocery concepts.



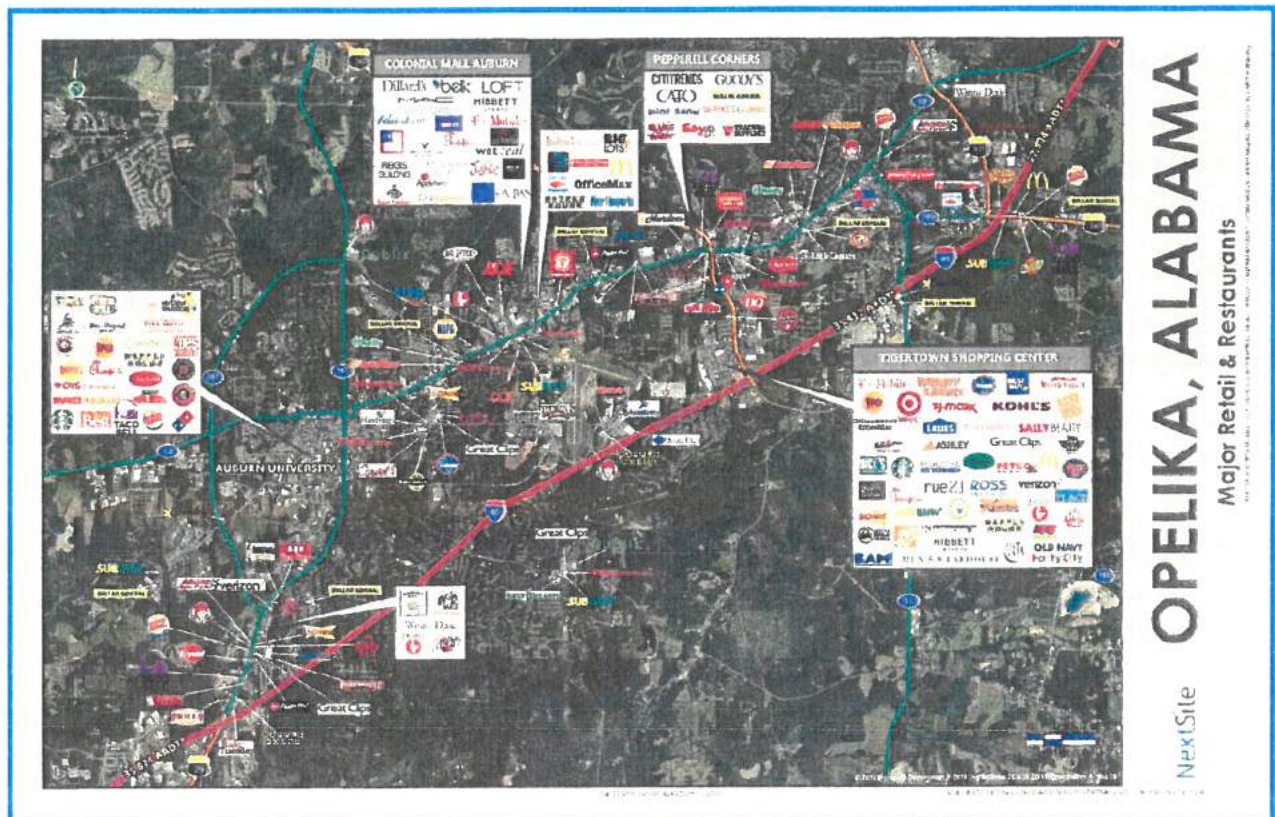
Major Retail Landscape Aerial



Understanding the location of current retailers in your community and the various retail trade corridors provides valuable insight into co-location opportunities, competitors and available sites for development/redevelopment. We extend this analysis to understand the retailer mix in competitor communities.

Retail Marketing Guide

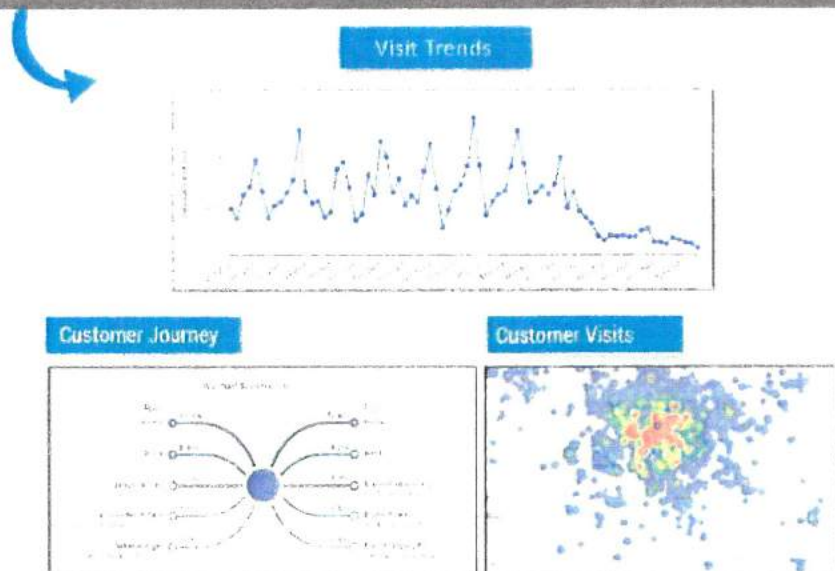
NextSite develops marketing materials to market your community and site opportunities to retailers, developers and tenant reps.



COVID-19 Reporting Prior/Impact/Rebound

NextSite

NextSite connects community and economic development leaders to the data they need to prepare for the re-opening of the economy



NextSite client community, Cleveland GA, shared NextSite's customer journey analytics with small, local business owners and community leadership to analyze the need for assistance through the crisis and to help prepare for the re-opening of the economy.

NextSite's Customer Journey Analytics can provide your community with detailed analysis of the impact that COVID-19 is having on your downtown, retail corridors, tourist attractions and hospitality locations. Below are just a few of the benefits these reports provide:

- Understanding the historical travel patterns and visits prior to the start of the pandemic
- A data driven analysis of the decrease in visits during COVID-19 and quarterly updates moving forward to quantify and measure the rebound
- Market analysis you can provide to local/small business owners, developers, property owners and brokers to assist their efforts

"These NextSite customer journey reports were crucial to our local businesses and community leaders for measuring and understanding the potential impacts of the temporary shutdowns related to COVID-19. This is information we needed, that was otherwise unavailable without their assistance."

- Tom O'Bryant, City Administrator - Cleveland, Georgia.



Our process begins with establishing your Basecamp Account and issuing our Getting Started document to the identified primary contact(s) in your community. Simultaneously we begin the research and market analysis. As we complete components of the process, we upload the research, analysis and strategy to your Basecamp Account. Basecamp is also used to upload custom research, updated research and updates on conferences, retail trends and recruitment updates.

Harpersfield-Geneva JEDD, OH
Ohio

Overview
Messages
To-Dos
Calendar
Writeboards
Time
Files

Project overview & activity

FRIDAY, 29 MAY 2020

Comment
Re: Taco Bell

Message
Taco Bell

MONDAY, 27 APRIL 2020

File
Geneva, OH - Retailer Peers.xlsx

MONDAY, 20 APRIL 2020

File
Stakeholder Questionnaire NextSite- Harpersfield OH (1).docx

TUESDAY, 14 APRIL 2020

File
Harpersfield Township, OH - Baseline - SPIRE Institute - Custom...cs.pdf

File
Harpersfield Township, OH - COVID-19 Impact - SPIRE Institute - ...cs.pdf

File
COVID-19 Impact Tracking.pdf

FRIDAY, 27 MARCH 2020

Message
Spire Institute - Field Growth

FRIDAY, 20 MARCH 2020

File
Harpersfield Township, OH - Traffic Count Map.pdf

TUESDAY 17 MARCH 2020

File
Harpersfield Township, OH - SPIRE Institute - Customer Journey ...cs.pdf

File
Harpersfield Township, OH - Regional Trade Area - Site Map.pdf

File
Harpersfield Township, OH - Regional Trade Area - Segmentation.pdf

File
Harpersfield Township, OH - Regional Trade Area - Retail GAP & ...qe.pdf

File
Harpersfield Township, OH - Regional Trade Area - Demographic Trends.pdf

File
Harpersfield Township, OH - Regional Trade Area - Consumer Spen...ns.pdf

File
Harpersfield Township, OH - Regional Trade Area - Community Overview.pdf

File
Harpersfield Township, OH - 10 Minute Drive Time - Retail GAP & ...qe.pdf

Real Estate Analysis – Focus Property Identification

Understanding the real estate options within the market for development, redevelopment and higher and best use allows the NextSite team to position specific properties to retail prospects. NextSite and its partners will work with the city to catalog local commercial properties that may be suitable sites for development and/or redevelopment, including those sites that may present a higher and best use. This will include maps, aerials, and all pertinent contact and site-specific information relative to each site. Once we identify the development and redevelopment Focus Properties, we market these opportunities to Developers and Tenant Reps.



Shorter Ave Frontage
8.17 AC
Sammy Rich
706-236-4400



GA Hwy 53 Site (see former
TIG site)
3 AC
Sammy Rich
706-236-4400



Calhoun Ave Site
4 AC
Sammy Rich
706-236-4400



West Korne Site
123.13 AC
Sammy Rich
706-236-4400



South Korne Site
.54 AC
Sammy Rich
706-236-4400



County Line Rd Development
Site
20 Acres
Ricky Robinson
256.337.4903



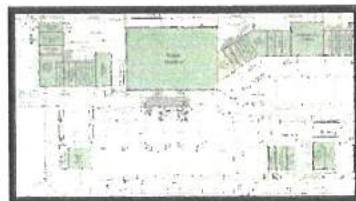
Clift Farm Mixed-Use
Development
345,000 SF Commercial
134,000 SF Office
Martin Smith
205.259.2195



County Line Road Sites
15 AC for Sale
Scott Plummer
205.490.2829



1884 Shougher Road
10K SF for Lease
Anusha Davis
256.536.8809



Village Shoppes of Madison
1,500 - 2,212 SF Suites
Sophia Alalay
561.414.4679



Site Adj to Waffle House
4.02 AC
Lee Rowell
770.318.6153



Port Site Adj to Bojangles
1.21 AC
Brian Elrod
706.553.1000



Hwy 11 & Hwy 138 Site
7.89 AC
Brian Elrod
706.553.1000



1011 W Spring St Site
7.02 AC
Nathan Purvis
404.819.2520



Hwy 78 & Hwy 138 Site
35 AC
Nathan Purvis
404.819.2520



White Oak Lane Site
8.36 AC
Sadie Krawczyk
770.266.5331



Hampton Inn Outparcel
2.0 AC
Mike Price
256.279.0622



Morse Site
1.55 AC
Mike Price
256.279.0622



Copeland Site
5+ AC
Mike Price
256.279.0622



King's Inn Site
.70 AC
Mike Price
256.279.0622



Chandler Site
.84 AC
Mike Price
256.279.0622

Rome, GA

Madison, AL

Monroe, GA

Albertville, AL

"Chuck Branch and the NextSite Team are always very helpful, responsive and informative. Anytime I'm entering a market search for a retailer, I reach out to Chuck to see what information he can provide on the market."

Ray Jones
The Shopping Center Group

Retail Recruitment

The most important service we provide is proactively recruiting **developers and tenant reps** to position the identified Target Opportunity List of retailers/restaurants.

We identify retailers and developers looking to aggressively expand their market presence regionally and nationally. We understand the parameters set by retailers when reviewing potential new locations. We have a roster of developers who are looking to replicate previous developments in similar communities across the Southeast. NextSite meets with these retailers and developers in a variety of settings – office visits, site visits, ICSC and RetailLive and now, virtual meetings – to position opportunities in your community. While ICSC and RetailLive are important opportunities to engage in conversation, **retailers, tenant reps and developers have told us that post conference meetings and calls are the most productive use of their time, and their preferred way to discuss opportunities and share information.**



"Many of the connections we have made with developers and tenant reps have been the direct result of working with Chuck and the NextSite team. The City of Albertville is thankful for the retail growth opportunities we have had over the last few years and NextSite continues to be a great partner in assisting the city with all our retail recruiting efforts. It is reassuring to know that even when I am not in the room – the folks at NextSite are vetting opportunities for our city with their large network of developer and tenant rep relationships."

Mike Price
City of Albertville, AL – Economic Development Director

Conference Representation



ICSC Red River Conference and Deal Making
ICSC West Florida IDEX
ICSC Carolinas Conference and Deal Making
ICSC North Florida IDEX
ICSC RECon
ICSC Tennessee/Kentucky IDEX
ICSC Ohio IDEX
CenterBuild

ICSC Florida Conference and Deal Making
Retail Live! – Austin
Retail Live! - Orlando
ICSC Southeast Conference and Deal Making
ICSC Chicago Conference and Deal Making
ICSC New York Deal Making
Southern Lodging Summit
NABHOOD



Initial Timeline

Day
1

- ✓ Contract executed to engage NextSite
- ✓ Getting Started Questionnaire provided to the primary contact
- ✓ Basecamp Account is activated & document sharing begins
- ✓ Research & Market Analysis work begins
- ✓ Developer & Tenant Rep Contacts notified of client engagement

Day
15

- ✓ Getting Started Questionnaire has been received
- ✓ Mobile Mapping Analysis completed
- ✓ Aerial & Map work begins
- ✓ Peer Analysis & Retail Leakage reports completed

Day
30

- ✓ Focus Property information uploaded to Basecamp by client
- ✓ Radius, Travel Time & Regional Trade Area research completed
- ✓ All Market Analysis has been completed & uploaded to Basecamp

Day
45

- ✓ All Maps & Aerial outputs have been completed
- ✓ Focus Property Analysis has been completed & uploaded to OppSites
- ✓ Retailer Target List completed
- ✓ Retail Marketing Brochure completed

Day
60

- ✓ Proactive Marketing & Conference Representation begins
- ✓ Developer & Tenant Rep Contacts are provided market analysis, target list & aerial overview of existing retail

CITY OF LAKE OZARK
A Missouri Municipality of the 4th Class

BILL NO.: 2021-25

ORDINANCE NO.: _____

***AN ORDINANCE APPROVING CHANGE ORDER No. 1 WITH ALL CLEAR
PUMPING & SEWER
REGARDING TWIN OAKS LIFT STATION***

WHEREAS, the City of Lake Ozark has entered into a contract with All Clear Pumping & Sewer services related to the Twin Oaks Lift Station; and,

WHEREAS, change to the scope of the project have been made causing the need for an amendment to the existing contract for an additional net price of \$620.00; and,

WHEREAS, attached hereto as Exhibit 1 is a copy of a proposed Change Order that the City's Public Works Director and City's Project Engineer recommend be approved.

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

Section 1. Adoption and Execution. The Change Order attached hereto as Exhibit 1 is hereby adopted and approved. The Mayor or his designated agent is authorized to execute said Change Order for and on behalf of the City.

Section 2. Effective Date. This ordinance shall take effect and be in full force immediately after its adoption by the Board of Aldermen of the City of Lake Ozark.

Intentionally Blank Blow This Line

First Reading: _____

Second Reading: _____

DULY READ AND APPROVED THIS _____ DAY OF JUNE 2021.

Alderman Westbrook	Aye	or	Nay
Alderman Klautzer	Aye	or	Nay
Alderman Thompson	Aye	or	Nay
Alderman Neels	Aye	or	Nay
Alderman Wright	Aye	or	Nay
Alderman Jaycox	Aye	or	Nay

APPROVE:

ATTEST:

Dennis Newberry, Mayor

Kathy Vance, City Clerk

CITY OF LAKE OZARK
A Missouri Municipality of the 4th Class

Resolution No. 2021R-18

***RESOLUTION APPROVING APPLICATION FOR PAYMENT TO ALL CLEAR
PUMPING & SEWER, LLC FOR PAYMENT RELATED TO TWIN OAKS LIFT
STATION PROJECT – PAYMENT APPLICATION NO. 4***

WHEREAS, the City has constructed, owns, operates, and maintains various utility systems; and

WHEREAS, the City has contracted for construction services to substantially reconstruct the Twin Oaks Lift Station; and

WHEREAS, the Board of Aldermen approved contracting with All Clear Pumping and Sewer, LLC for the Twin Oaks Lift Station improvements; and

WHEREAS, the City's Project Engineer and Public Works Director have recommended payment of Application for Payment No. 4 as attached hereto as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF LAKE OZARK, MISSOURI, AS FOLLOWS:

The Board of Alderman of the City of Lake Ozark, Missouri hereby approves, ratifies, and authorizes the Mayor or his designated employee of the City to issue payment for services as set out in Application for Payment No. 4 as attached hereto as Exhibit 1.

THIS RESOLUTION is hereby adopted by the City of Lake Ozark, Missouri on this ____ day of June 2021.

APPROVE:

ATTEST:

Dennis Newberry, Mayor

Kathy Vance, City Clerk



City of Lake Ozark

At Bagnell Dam — Lake of the Ozarks

MEMO

To: Board of Aldermen
From: Mayor Newberry
Date: June 15, 2021
Re: Committee appointment

.....

This memorandum is to provide notice to the Board of Aldermen that in accordance with the 7 day provision in Section 105.040 of the City Code, I would like to make the following appointments:

Utility Commission: Mr. Chad Turner
1121 School Road 650-575-5222

The appointment will be placed on the Agenda for the Regular meeting on Tuesday, June 22, 2021 for your consideration.

If you have any questions, please contact me.