



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 SPECIAL MEETING Lake Ozark Board of Aldermen

**November 4, 2025 @ 5:30 PM.
Lake Ozark City Hall**

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

STAFF REPORTS

PUBLIC COMMENTS

NEW BUSINESS

A. Ordinance 2025-48 Ordinance Approving an Agreement for
Infrastructure Improvements with the Osage Nation (first reading)

B. Ordinance 2025-49 Ordinance Approving an Agreement for Municipal
Services with the Osage Nation (first reading)

OLD BUSINESS

ADJOURNMENT

If any member of the public requires a specific accommodation as address by the American with Disabilities Act, please contact the City Clerk's office 48 hours in advance of the meeting at the telephone number above.

CITY OF LAKE OZARK, MISSOURI
A MISSOURI MUNICIPALITY OF THE 4TH CLASS

BILL NO.: 2025-48

ORDINANCE NO.: 2025-

***AN ORDINANCE APPROVING AN AGREEMENT FOR INFRASTRUCTURE
IMPROVEMENTS WITH THE OSAGE NATION***

WHEREAS, the Osage Nation is in the process of transferring land owned by the Nation within the corporate limits of the City of Lake Ozark into a Federal Trust for the benefit of its tribe and establish thereon a resort hotel and gaming facility; and,

WHEREAS, once transferred into trust, the Nation's property will no longer be subject to state or local regulation, however, in the furtherance of its development, the Nation desires to enter into a contractual agreement with the City to offset the cost of certain municipal infrastructure systems that will service and benefit the Nation's development; and,

WHEREAS, the City, in support of the Nation's development, the City desires to enter into an Infrastructure Improvements Agreement with the Nation upon such mutually agreeable terms as provided for in Exhibit 1 attached hereto.

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

Section 1. Adoption and Execution. The Agreement for Infrastructure Improvements between the Osage Nation and the City of Lake Ozark, Missouri, attached hereto as Exhibit 1, is hereby adopted, and approved. The Mayor or his designated agent is authorized to execute said Municipal Service Agreement 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 and the conditions precedent contained within the Agreement.

Intentionally Blank Blow This Line

First Reading: **November 4, 2025**
Second Reading: _____

DULY READ AND APPROVED THIS _____ DAY OF NOVEMBER 2025.

Alderman Gattermeier	Aye	or	Nay
Alderman Franzekos	Aye	or	Nay
Alderman Thompson	Aye	or	Nay
Alderman Watts	Aye	or	Nay
Alderman Miller	Aye	or	Nay
Alderman Schmid	Aye	or	Nay

APPROVE:

ATTEST:

David Ridgely, Mayor

Cathy Daniels, City Clerk

AGREEMENT FOR INFRASTRUCTURE IMPROVEMENT AND LOCAL GOVERNMENT SUPPORT

THIS AGREEMENT FOR INFRASTRUCTURE IMPROVEMENT AND LOCAL GOVERNMENT SUPPORT ("Agreement") is entered into on this ____ day of _____ 2025, by and between the City of Lake Ozark, Missouri ("City"), and The Osage Nation ("Osage"), a federally recognized Indian tribe (collectively "Parties"). The Parties agree that the force and effect of this Agreement is the Effective Date as defined below.

RECITALS

- A. The City is an incorporated fourth-class city in the State of Missouri, possessing all the powers and authorities of similarly situated cities in Missouri.
- B. Osage is a federally recognized tribe, possessing inherent sovereignty and governmental powers and authority over its members and its territory.
- C. Osage owns a parcel of land at 3501 Bagnell Dam Blvd., Lake Ozark, Miller County, Missouri ("Osage Property"). The Osage Property is located within the political boundaries of the City and consists of approximately 28 +/- acres and is more particularly described in the Environmental Assessment.
- D. Osage submitted a fee-to-trust application (the "Application") to the Bureau of Indian Affairs to transfer legal title to the Property to the United States of America in trust for the benefit of Osage ("Trust") and to determine that once placed into Trust, the property will be eligible for gaming under the federal Indian Gaming Regulatory Act ("IGRA"). As of the date first written above, the Parties anticipate the possibility that legal title to the Osage Property will be transferred into Trust and the Osage Property will be determined to be eligible for IGRA authorized gaming.
- E. Pursuant to the Application, Osage intends to build and operate a gaming and resort facility, further described as "Alternative A" in the Environmental Assessment (the "Project") on the Osage Property. Project completion will occur in a phased approach.
- F. IGRA authorizes gaming revenue to be used to fund the operations of local government agencies.
- G. The Parties recognize a need for infrastructure and capital improvements within the City and financial support for other City agencies and departments.
- H. Osage desires to assist the City in funding such projects to benefit Osage, the City, and the Lake Ozark community.
- I. The Parties have discussed and agreed on other topics which are also reduced to writing in this Agreement.
- J. The Parties recognize that this Agreement is an important and mutually beneficial means for furthering government-to-government relationships between the Parties and in building trust, mutual respect, good will, and cooperation for the benefit of the entire community.

NOW THEREFORE, in consideration of the mutual promises, covenants and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree to the terms and conditions of the Agreement as follows:

1. **Intergovernmental Relationship.** Nothing in this Agreement alters or diminishes the sovereignty of Osage or the jurisdiction or authority of Osage or the federal government over its properties, including the Osage Property once accepted into Trust, or authorizes the City to regulate in any manner the government or activities of Osage. Neither the City nor Osage claims governmental responsibility over properties within the jurisdiction of the other.
2. **Effective Date.** This Agreement shall be effective upon approval and execution by both parties and upon the Contingent Events occurring. This Agreement shall continue during the period of time that the Project is conducted on the Osage Property. Prior to termination of Project operations on the Osage Property, either Party may request the other Party to enter into good faith negotiations to extend this Agreement or enter into a new Agreement. If the Parties have not agreed to mutually extend and renew this Agreement in writing on or before the date that Project operations are terminated, this Agreement shall automatically extend for one (1) year. If the Parties have not agreed to extend or renew this Agreement within that one (1) year period, this Agreement will terminate.
 - 2.1. **Contingent Events.** This Agreement shall have no force and effect unless and until the following occur:
 - 2.1.1. The Osage Property is taken into Trust pursuant to federal law and regulations for the purposes of gaming activity contemplated under IGRA as recited in D and E above; and
 - 2.1.2. Osage provides an opinion from the general counsel of the NIGC determining that this Agreement is not a management agreement within the meaning of the IGRA and nothing in this Agreement violates IGRA's requirement that the Nation maintain the sole proprietary interest in its gaming operations (a NIGC "declination letter").
3. **Annual Payment.** To accomplish its goal of funding local government agencies and departments to better serve the community of Lake Ozark and the Osage Property, Osage agree to remit an amount equal to two and one-half percent (2.5%) of Adjusted Gross Receipts (as defined below) to the City on a quarterly basis, with payment dates set forth as follows:
 - 3.1. **Payment Schedule.** Unless otherwise agreed to in writing, the Annual Payment will be made in quarterly installments on the first business day of each calendar quarter (i.e., quarterly installments will be due on January 1, April 1, July 1, and October 1). If the payment date falls on a weekend and/or holiday, the payment shall be made on the next

business day. The first payment due under this Agreement shall be the next quarterly date of the calendar year after the opening of a gaming facility.

3.2. “Adjusted Gross Receipts.” As used in this Agreement, the term Adjusted Gross Receipts shall mean the gross receipts from Class II gaming, less winnings paid to wagerers as Class II games are currently defined by IGRA.

4. **Resort Fee.** To further accomplish its goal of funding local government agencies and departments to better serve the community of Lake Ozark and the Osage Property, Osage agrees to collect a one percent (1.0%) Resort Fee on hotel room transactions. Osage agrees to remit the entirety of this collected fee to the City on a quarterly basis with payment dates as set forth in section 3.1. If the payment date falls on a weekend, the payment shall be made on the next business day. The first payment due under this Agreement shall be the next quarterly date of the calendar year after the opening of a hotel and/or lodging facility.

4.1. This payment shall only be made on true transactions for which there is payment by a customer, and it shall not include “comped” transactions as may happen from time to time.

5. **Infrastructure and Capital Improvements.**

5.1. Water Infrastructure Improvements. Improvements to infrastructure used in the delivery of water to the Osage Property shall occur as follows:

5.1.1. Osage shall be responsible for any improvements to any infrastructure located within the Osage Property boundaries required to provide water service.

5.1.2. The City shall be responsible for providing any infrastructure improvements not located within the Osage Property boundaries but within the City boundaries necessary to continue the appropriate level of service to the Osage Property for the Project.

5.1.3. The City and Osage may, from time to time, enter into Agreements outside of this Agreement for mutual coordination for specific projects to improve infrastructure to the Osage Property and the community at large. The Parties agree to enter these discussions in good faith.

5.1.4. Osage agrees to provide a holding tank for its own fire suppression needs as part of the hotel and gaming facility. Prior to the completion of construction of the permanent hotel and gaming facility, the City shall provide water services in a capacity necessary for fire suppression on the Osage Property.

5.2. Sewer Infrastructure Improvements.

5.2.1. Osage shall be responsible for any improvements to any infrastructure located on the Osage Property required to provide sewer service.

5.2.2. The City shall be responsible for providing any infrastructure improvements not located on the Osage Property necessary to continue the appropriate level of service to the Osage Property for the Project.

5.2.3. The City and Osage may, from time to time, enter into Agreements outside of this Agreement for mutual coordination for specific projects to improve infrastructure to the Osage Property and the community at large. The Parties agree to enter these discussions in good faith.

6. **Building Review and Site Inspections.** The City understands and agrees that it has no jurisdiction with regard to code compliance and inspections of construction on the Osage Property. The City understands and agrees that Osage will conduct its construction and building plans according to applicable Osage law, National Indian Gaming Commission standards and adopted international code standards. The City may request from time to time the opportunity to view the site during construction and/or any building plans. Osage, through its authorized representatives, has full authority to grant or deny such a request (although approval of such a request shall not be unreasonably withheld). After any site visit, the City, through its representatives, may request changes or alterations in construction. The City understands and agrees that implementation of any of the City's requested changes is within the discretion of Osage.

7. **No Fuel Sales or Convenience Store.** Osage is not using the Osage Property for any diesel and/or gasoline and/or ethanol fuel sales. Additionally, Osage is not constructing or operating a convenience store or a discount package liquor and tobacco store to serve the public on the Osage Property. Osage will sell items typically found in full-service hotels and resorts—such as alcohol and tobacco—to its guests in a commercial space within the gaming and hotel structures to be built. During the Project's construction, Osage may, at its discretion, set up a temporary structure to sell these items at retail to its patrons.

8. **Disputes and Remedies.**

8.1. Procedures. The Parties to this Agreement have a mutual interest in fair, prompt, effective, and final resolution of disputes. The Parties agree to the procedure described in 8.1 for disputes over performance:

8.1.1. Initial Notice. If a party believes that the other party has failed to perform its obligations under the Agreement, the complaining party (the “**Complaining Party**”) will provide a written notice of alleged failure (the “**Notice**”) to the other party (the “**Responding Party**”). The Notice will (i) state the date on which the Complaining Party first believed that the other Party had failed to perform, (ii) contain a detailed explanation of the failure to perform, and (iii) state the remedy or remedies sought. The Complaining Party will include with the Notice—or will send to the Responding Party within five (5) business days after the date on which the Notice is sent—all of the records upon which the Complaining Party intends to rely to prove its right to the remedy it has identified in the Notice.

8.1.2. Response to Claim. The Responding Party will have ten (10) business days after the date on which it receives the Notice, or such later date on which it receives all of the records upon which the Complaining Party intends to rely, to respond to the Complaining Party by (i) agreeing to the remedy, (ii) proposing an alternate resolution to the claim, or (iii) stating that the Responding Party does not believe there is a valid claim (the “**Response**”).

8.1.3. Meeting. The Complaining Party will have ten (10) business days (the “**Response Review Period**”) after the date on which it receives the Response. Within ten (10) business days following the end of the Response Review Period, the parties will meet to attempt to solve the dispute. The parties, or their representative with authority to resolve the dispute, will meet for not less than eight (8) hours over a period of five (5) business days (unless the matter is resolved earlier) either in person or telephonically to discuss and attempt, in good faith, to settle the dispute. Any settlement will be recorded in a written document signed by the parties.

8.2. Confidentiality. The Parties have a mutual interest in keeping confidential certain sensitive information, including trade secrets, business practices, and other sensitive information. The Parties agree the following provisions shall control the access and use of confidential information while the Parties attempt to resolve any complaints using the process outlined in section 8.1:

8.2.1. Designation of Documents. By identifying a document as “Confidential,” a party may designate any document that it in good faith contends contains confidential information. No disclosure of confidential information may be made except in accordance with the provisions of this Agreement herein. Further, the parties shall have the right to designate documents “Confidential-Attorneys’ Eyes Only” when they contain highly sensitive financial or trade secret information. Each party shall use its best efforts to limit the use of the

“Confidential-Attorneys’ Eyes Only” designation to the party’s most sensitive confidential information.

8.2.2. Use of Confidential Information. All confidential information shall be used solely for the purpose of resolving disputes in the process described in section 7.1 and no person receiving such confidential information shall, directly or indirectly, transfer, disclose, or communicate in any way the contents of the confidential information to any person other than those authorized by this section.

8.2.3. Access. Access to confidential information shall be limited to:

8.2.3.1. Attorneys designated by a party as representing them in the matter and their office associates, legal assistants, database administrators, and clerical employees;

8.2.3.2. Those employees, officers, and directors of the Parties that counsel for such parties deems necessary to aid counsel in the prosecution and defense of a claim under this Agreement;

8.2.3.3. Persons shown on the face of the document to have authored or received it;

8.2.3.4. Any person the parties agree in writing may access such information;

8.2.4. Within 15 days of the termination of a Notice, either through resolution and/or through the filing of an action pursuant to Section 8.1.2, each party shall either destroy or return to the other party all documents designated as “Confidential” and/or “Confidential-Attorneys’ Eyes Only,” and all copies of such documents, and shall destroy all extracts and/or data taken from such documents. Each party shall provide written certification to the disclosing party as to such return or destruction within the 15 day period. Any deviation from this subsection shall be by written agreement only.

8.3. Continuing Performance. Pending final resolution of any dispute, and subject to the other terms of this Agreement, the City shall continue to provide services at the level provided for in this Agreement, and Osage shall continue to make payments in accordance with this Agreement.

9. Limited Waiver of Sovereign Immunity. Under the various laws of the United States and the State of Missouri, the parties may have sovereign or other immunities which would prevent or impair the enforcement of the terms of this Agreement. Without making any general waiver,

limitation, or modification of sovereign and other immunities, each of the parties hereby severally acts and agrees as follows:

9.1. As authorized by valid action of Osage Nation Congress Osage hereby expressly, unequivocally, and irrevocably grants to the City a waiver of Osage's sovereign immunity limited to the enforcement of the terms of this Agreement, so that the City:

9.1.1. may invoke the dispute resolution provisions of Section 8 of this Agreement to enforce the terms of this Agreement against Osage, and

9.1.2. may commence an action in the Consented Courts (as defined in section 9.3 below) against Osage for breach of this Agreement.

9.1.3. Osage hereby waives its right to the exhaustion of tribal remedies, consents to the jurisdiction and venue of Consented Courts, and hereby expressly agrees not to commence any action arising under this Agreement in any tribal court or other tribunal, forum, council or adjudicative body of Osage (a "Tribal Forum") and expressly waives any claim or right it may possess to the exercise of jurisdiction by any Tribal Forum, including without limitation, any determination that any Tribal Forum has jurisdiction over any dispute, controversy, suit, action, or proceeding or jurisdiction to determine the scope of such Tribal Forum's jurisdiction.

The City understands and agrees this limited waiver of sovereign immunity is not, and will not be deemed to be, a consent by Osage to the entry or levy of any judgment, lien, or attachment upon any property or income and no assets of Osage, of any Osage member, or other affiliate of Osage shall be liable for any judgment or award rendered hereunder, other than cash, rents, or revenues generated from operation of the Project.

9.2. The City hereby grants to Osage a limited waiver of the City's sovereign immunity, so that Osage:

9.2.1. may invoke the dispute resolution provisions of Section 8 of this Agreement to enforce the terms of this Agreement against the City,

9.2.2. may commence an action in the Consented Courts against the City for breach of this Agreement; provided, however, that nothing herein waives any qualified immunity that the City or its employees enjoy with respect to discretionary functions of the City or discretionary actions of employees of the City performed within their official capacity.

9.3. Each of the parties agrees to submit to jurisdiction and venue in the United States District Court for the Western District of Missouri if it has jurisdiction and to any federal court

having appellate jurisdiction over said court (the "Federal Courts"), or, if such federal courts determine that they do not have jurisdiction, then to jurisdiction and venue in any state court in Missouri that may have jurisdiction and any appellate court thereof (the "State Courts" and together with the Federal Courts, the "Consented Courts"). Each of the parties agrees that this Agreement will be interpreted and construed in accordance with, and governed in all respect by the laws of the State of Missouri.

The foregoing limited waivers of sovereign immunity set forth in this Section 9 will survive for five years after the termination or expiration of this Agreement; provided, however, that, a Complaining Party has delivered one or more Notices of one or more disputes and the dispute or disputes described in said Notices have not been resolved under the procedures set forth in Section 8 and 9 hereof, then the foregoing limited waivers of sovereign immunity will continue in effect but be limited to only such pending disputes, and such limited waivers shall terminate on the earlier of (i) the resolution of all such disputes on terms satisfactory to all parties, (ii) the satisfaction of any resulting award, or (iii) the expiration of the applicable statute of limitations for enforcement of such award.

10. General Provisions

10.1. Notices. Any notice or consent required or permitted to be given shall be in writing and will be served upon the other by: (i) internationally recognized overnight delivery service (e.g. FedEx, UPS or DHL Express) or first class mail at the address shown on the signature page and shall be considered delivered three days after deposit with the delivery service; or (ii) by electronic mail, to the email address shown on the signature page, so long as the other party confirms receipt.

10.2. Severability. If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability. Any other provision of this Agreement or the remaining portions of the applicable provision shall remain in full force and effect. However, if such invalidity or unenforceability substantially frustrates the essential purpose or intent of this Agreement, the parties agree to negotiate in good faith to amend this Agreement to give effect to such intent as closely as possible. If the parties are unable to agree on an amendment, the entire Agreement shall be deemed void.

10.3. Time of the Essence. Time is of the essence for each provision of this Agreement.

10.4. Amendment. This Agreement may be amended in writing by mutual agreement of the parties.

- 10.5. Waiver. No waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. No waiver of any right or remedy in respect of any occurrence or event will be deemed a waiver of any right or remedy in respect of any other occurrence or event.
- 10.6. Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts will be construed together and have the same effect as if all the parties had executed the same instrument. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting party. All pronouns contained herein, and any variations thereof, will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural, and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting.
- 10.7. No Encumbrance. The Parties agree this Agreement in no way encumbers the Osage Property nor is it the intent of the Parties to encumber the Osage Property within the meaning of 25 U.S.C. § 81, as that term is defined in 25 CFR Part 84.
- 10.8. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and the parties agree that there exist no other understandings or agreements, either express or implied, concerning the subject matter of this Agreement (with the understanding that the Parties may enter into separate agreements for specific water and sewer infrastructure projects as provided in Sections 5.1.3 and 5.2.3). Except with respect to the limited waiver of sovereign immunity and consents set forth in Section 9 hereof, nothing in this Agreement shall be interpreted as a submission by Osage to the jurisdiction of the City, the State of Missouri, or to any other governmental body.
- 10.9. Force Majeure. Neither party will be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, epidemics, natural disasters, other acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events occur, the time for payment and/or performance will be extended for the duration of each such event.

- 10.10. Assignment. No party may assign this Agreement, in whole or in part, without the prior consent of the other Party. This Agreement will be binding on the parties and their respective heirs, executors, administrators, successors, and permitted assigns and will inure to their benefit.
- 10.11. Insurance. The Parties aver each carry and maintain such insurance policies as they deem appropriate in their own discretion.
- 10.12. Waiver of Claims. The Parties waive all tort claims against the other party for compensation for any loss, damage, personal injury or death occurring because of the performance of this Agreement.
- 10.13. Rights of Third Parties. This Agreement is not intended to create any rights in any third parties.
- 10.14. Authorized Representatives. The Parties shall each designate an authorized representative and may designate subordinates as the Parties respectively determine necessary to act as an authorized representative in his/her absence. Each authorized representative shall provide his/her counterpart with a list of authorized representatives together with contact information upon the Effective Date of this Agreement.
- 10.15. Contact Representative. Each party shall designate a representative for the other party to contact regarding any dispute relating to this Agreement. The representative of Osage, as well as all pertinent contact information, is as follows:

Office of the Attorney General
1071 Grandview
Pawhuska, OK 74056
(918) 287-5514

The representative of the City shall be the City of Lake Ozark City Administrator, or his/her designee.

Mailing Address: City of Lake Ozark
c/o City Administrator
3162 Bagnell Dam Blvd.
Lake Ozark, MO 65049
(573)-365-5378

CITY OF LAKE OZARK, MISSOURI

By: _____
David Ridgely, Lake Ozark Mayor

Date: _____

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public within and for said County and State, personally appeared David Ridgely, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

Notary Public in and for said County and State

My Commission Expires:

OSAGE NATION, a federally recognized tribe

By: _____
Geoffrey M. Standing Bear, Principal Chief

Date: _____

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public within and for said County and State, personally appeared Geoffrey Standing Bear, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

Notary Public in and for said County and State

My Commission Expires:

CITY OF LAKE OZARK, MISSOURI
A MISSOURI MUNICIPALITY OF THE 4TH CLASS

BILL NO.: 2025-49

ORDINANCE NO.: 25-_____

***AN ORDINANCE APPROVING AN AGREEMENT FOR MUNICIPAL SERVICES
WITH THE OSAGE NATION***

WHEREAS, the Osage Nation is in the process of transferring land owned by the Nation within the corporate limits of the City of Lake Ozark into a Federal Trust for the benefit of its tribe and establish thereon a resort hotel and gaming facility; and,

WHEREAS, once transferred into trust, the Nation's property will no longer be subject to state or local regulation, however, in the furtherance of its development, the Nation desires to enter into a contractual agreement with the City for certain municipal services currently serving the property, including water, sewer and police services; and,

WHEREAS, the City desires to continue to provide municipal services to the Nation's property upon such mutually agreeable terms as provided for in Exhibit 1 attached hereto.

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

Section 1. Adoption and Execution. The Agreement for Municipal Services between the Osage Nation and the City of Lake Ozark, Missouri, attached hereto as Exhibit 1, is hereby adopted, and approved. The Mayor or his designated agent is authorized to execute said Municipal Service Agreement 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 and the conditions precedent contained within the Agreement.

Intentionally Blank Blow This Line

First Reading: November 4, 2025

Second Reading: _____

DULY READ AND APPROVED THIS _____ DAY OF NOVEMBER 2025.

Alderman Gattermeir	Aye	or	Nay
Alderman Franzekos	Aye	or	Nay
Alderman Thompson	Aye	or	Nay
Alderman Watts	Aye	or	Nay
Alderman Miller	Aye	or	Nay
Alderman Schmid	Aye	or	Nay

APPROVE:

ATTEST:

David Ridgely, Mayor

Cathy Daniels, City Clerk

AGREEMENT FOR MUNICIPAL SERVICES

THIS AGREEMENT FOR MUNICIPAL SERVICES ("Agreement") is entered into on this ____ day of _____ 2025, by and between the City of Lake Ozark, Missouri ("City"), and The Osage Nation ("Osage"), a federally recognized Indian tribe (collectively "Parties"). The Parties agree that the force and effect of this Agreement is the Effective Date as defined below.

RECITALS

- A. The City is an incorporated fourth-class city in the State of Missouri, possessing all the powers and authorities of similarly situated cities in Missouri.
- B. Osage is a federally recognized tribe, possessing inherent sovereignty and governmental powers and authority over its members and its territory.
- C. Osage owns a parcel of land at 3501 Bagnell Dam Blvd., Lake Ozark, Miller County, Missouri ("Osage Property"). The Osage Property is located within the political boundaries of the City and consists of approximately 28 +/- acres and is more particularly described in the Environment Assessment.
- D. The Osage Property currently houses no commercial and/or residential enterprise, but at the time of purchase and in previous history, it provided for commercial enterprises such as a hotel and/or restaurant.
- E. Osage submitted a fee-to-trust application (the "Application") to the Bureau of Indian Affairs to transfer legal title to the Property to the United States of America in trust for the benefit of Osage ("Trust") and to determine that once placed into Trust, the property will be eligible for gaming under the federal Indian Gaming Regulatory Act ("IGRA"). As of the date first written above, the Parties anticipate the possibility that legal title to the Osage Property will be transferred into Trust and that the Osage Property will be determined to be eligible for IGRA authorized gaming.
- F. Pursuant to the Application, Osage intends to build and operate a gaming and resort facility, further described as "Alternative A" in the Environmental Assessment (the "Project") on the Osage Property.
- G. The City currently provides Municipal Services (as defined below) to the Osage Property. For purposes of this Agreement, the term "Municipal Services" shall mean all municipal services provided by the City to properties and residents within the exterior boundaries of the City, including, without limitation, (a) water services, (b) sewer services, and (c) full range of law enforcement services provided around the clock by Lake Ozark Police Department.

- H. When the Osage Property is accepted into Trust, it will continue to need municipal services. This Agreement is meant to provide for the continuation of existing services.
- I. Osage and its economic development entities desire to operate tribal economic development projects in a manner that benefits Osage, its members, and the Lake Ozark community.
- J. The Parties recognize that this Agreement is an important and mutually beneficial means for furthering a government-to-government relationship between the Parties and in building trust, mutual respect, good will, and cooperation for the benefit of the entire community. Accordingly, the Parties desire to enter into this Agreement to describe the terms and conditions pursuant to which the City will provide Municipal Services to the Osage Property when legal title to the Osage Property is transferred into Trust.

NOW THEREFORE, in consideration of the mutual promises, covenants and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree to the terms and conditions of the Agreement as follows:

1. **Intergovernmental Relationship.** Nothing in this Agreement alters or diminishes the sovereignty of Osage or the jurisdiction or authority of Osage or the federal government over its properties, including the Osage Property once accepted in trust, or authorizes the City to regulate in any manner the government or activities of Osage. Neither the City nor Osage claims governmental responsibility over properties within the jurisdiction of the other.
2. **Purpose.** The Parties recognize that neither Osage nor the Project is subject to the levy of taxes, assessments, or other like charges for Municipal Services as of the Effective Date; but the Parties desire that the City continue to provide Municipal Services to the Osage Property for the compensation set forth herein.
3. **Effective Date.** This Agreement shall be effective upon approval and execution by both parties and upon the Contingent Event occurring. This Agreement shall continue during the period of time that the Project is conducted on the Osage Property. Prior to termination of Project operations on the Osage Property, either Party may request the other Party to enter into good faith negotiations to extend this Agreement or enter into a new Agreement. If the Parties have not agreed to mutually extend and renew this Agreement in writing on or before the date that Project operations are terminated, this Agreement shall automatically extend for one year. If the Parties have not agreed to extend or renew this Agreement within that one year period, this Agreement will terminate.
 - 3.1. **Contingent Event.** This Agreement shall have no force and effect unless and until the Osage Property is taken into Trust pursuant to federal law and regulations for the purposes of gaming activity contemplated under IGRA as recited in E and F above.

4. **Municipal Services.** In consideration for the payments to be made by Osage pursuant to this Agreement, the City will provide Municipal Services (as defined above) to the Osage Property at the same level and quality as the City would to properties and residents within the exterior boundaries of the City, and in no event, less than the level provided to all other residents and business within the City, including, without limitation, the following:

4.1. **Water.** The City agrees that the Osage Property is within the City's boundaries for water service. The City agrees to provide water services at the rate set by the Lake Ozark Board of Aldermen for "in-city" commercial use and to make no further charge than any other commercial enterprise within the City's boundaries would pay. Osage agrees to pay for services at this rate.

4.2. **Sewer.** The City agrees that the Osage Property is within the City's boundaries for sewer service. The City agrees to provide sewer services at the rate set by the Lake Ozark Board of Aldermen for "in-city" commercial use and to make no further charge than any other commercial enterprise within the City's boundaries would pay. Osage agrees to pay for services at this rate.

4.3. **Law Enforcement.** The Lake Ozark Police Department ("LOPD"), on behalf of the City, will provide law enforcement services to the Project 24 hours per day, 7 days a week, in generally the same manner provided to similar commercial properties within the City. In consideration for these services and pursuant to the terms of this contract, Osage agrees to pay One hundred thousand dollars (\$100,000.00) annually as follows:

4.3.1. **Payment Schedule.** Unless otherwise agreed to in writing, payment will be made in quarterly installments on the first business day of each calendar quarter (i.e., quarterly installments will be due on January 1, April 1, July 1, and October 1). If the payment date falls on a weekend and/or holiday, the payment shall be made on the next business day. The first payment due under this Agreement shall be the next quarterly date of the calendar year after the Osage Property is taken into Trust.

4.3.2. **Law Enforcement Services.**

4.3.2.1. **Incident Control.** Osage Nation Police Department ("ONPD") shall retain command and control of the scene. ONPD, in its discretion and authority, may allow LOPD and/or any other responding law enforcement agency to assume command and control of the scene. Responding agencies may agree on a control arrangement after control of the scene is released by ONPD. Any agency assuming control of the scene shall notify ONPD.

4.3.2.2. Cooperation. Osage shall cooperate with the LOPD by assisting with traffic control, emergency operations, investigations, and other support functions as directed and requested by LOPD's Incident Commander.

4.3.2.3. Response Upon Request. Upon dispatch via the E-911 system or by request of Osage, LOPD's equipment and personnel, as well as any needed emergency medical services, will be dispatched to the Osage Property, if available.

4.3.2.4. Unavailability of Personnel. If LOPD does not have adequate equipment and personnel available to respond to an emergency at the Osage Property, then LOPD shall request that other mutual aid agencies respond to the emergency. In addition, LOPD shall notify Osage that it does not have adequate equipment and personnel to respond and is requesting that other mutual aid agencies respond.

4.3.2.5. Special Law Enforcement Commission. The LOPD agrees to ensure sufficient personnel obtain a special law enforcement commission through the Bureau of Indian Affairs, in accordance with federal law and regulations, to fulfill its obligations under this Agreement. Osage agrees to reimburse the City on behalf of the LOPD for any costs related to obtaining and maintaining this commission. Additionally, the City and Osage will negotiate one or more cross-deputization agreements as necessary to ensure adequate law enforcement services are provided to protect the public safety of all persons at the Osage Property.

4.4. Existing Utilities. If existing utilities cannot be avoided during the construction of the project on the Osage Property, Osage shall work with the City and/or the relevant utility providers to relocate them to accommodate the new construction.

5. **Traffic and Road Improvements.** The City shall be responsible for any road and/or traffic improvements with the following exceptions:

5.1. As provided in the Environmental Assessment for the Project, Osage agrees to install and/or fund the installation of a designated westbound right turn lane on Bagnell Dam Boulevard.

5.2. The Traffic Impact Assessment included as Appendix TIA to the Environmental Assessment includes the possibility of installing further traffic control devices, based on future traffic demands, at the intersection of Osage Beach Parkway and Kestrel Lane which has been identified as a potential ingress and egress point for the Osage Property. Osage agrees to cover the costs for constructing any traffic control device at this

location. Osage retains the final authority to decide whether such a device is necessary at this location based on future traffic demands.

6. **Substantial Change in Use.** In the event there is a substantial change in the primary use of the Osage Property after the Effective Date (meaning the termination of Osage gaming operations on the Osage Property), the parties agree to meet in good faith to negotiate a mutually agreed-upon adjusted annual payment or contract provision to reflect the change in use. If the parties are not able to reach such an agreement, this Agreement shall terminate in accordance with Section 3.

7. **Disputes and Remedies.**

- 7.1. **Procedures.** The Parties to this Agreement have a mutual interest in fair, prompt, effective, and final resolution of disputes. The Parties agree to the procedure described in 7.1 for disputes over performance:

- 7.1.1. **Initial Notice.** If a party believes that the other party has failed to perform its obligations under the Agreement, the complaining party (the “**Complaining Party**”) will provide a written notice of alleged failure (the “**Notice**”) to the other party (the “**Responding Party**”). The Notice will (i) state the date on which the Complaining Party first believed that the other Party had failed to perform, (ii) contain a detailed explanation of the failure to perform, and (iii) state the remedy or remedies sought. The Complaining Party will include with the Notice—or will send to the Responding Party within five (5) business days after the date on which the Notice is sent—all of the records upon which the Complaining Party intends to rely to prove its right to the remedy it has identified in the Notice.

- 7.1.2. **Response to Claim.** The Responding Party will have ten (10) business days after the date on which it receives the Notice, or such later date on which it receives all of the records upon which the Complaining Party intends to rely, to respond to the Complaining Party by (i) agreeing to the remedy, (ii) proposing an alternate resolution to the claim, or (iii) stating that the Responding Party does not believe there is a valid claim (the “**Response**”).

- 7.1.3. **Meeting.** The Complaining Party will have ten (10) business days (the “**Response Review Period**”) after the date on which it receives the Response. Within ten (10) business days following the end of the Response Review Period, the parties will meet to attempt to solve the dispute. The parties, or their representative with authority to resolve the dispute, will meet for not less than eight (8) hours over a period of five (5) business days (unless the matter is resolved earlier) either in person or telephonically to discuss and attempt, in

good faith, to settle the dispute. Any settlement will be recorded in a written document signed by the parties.

7.2. Confidentiality. The Parties have a mutual interest in keeping confidential certain sensitive information. The Parties agree the following provisions shall control the access and use of confidential information while the Parties attempt to resolve any complaints using the process outlined in section 7.1:

7.2.1. Designation of Documents. By identifying a document as “Confidential,” a party may designate any document that it in good faith contends contains confidential information. No disclosure of confidential information may be made except in accordance with the provisions of this Agreement herein. Further, the parties shall have the right to designate documents “Confidential-Attorneys’ Eyes Only” when they contain highly sensitive financial or trade secret information. Each party shall use its best efforts to limit the use of the “Confidential-Attorneys’ Eyes Only” designation to the party’s most sensitive confidential information.

7.2.2. Use of Confidential Information. All confidential information shall be used solely for the purpose of resolving disputes in the process described in section 7.1 and no person receiving such confidential information shall, directly or indirectly, transfer, disclose, or communicate in any way the contents of the confidential information to any person other than those authorized by this section.

7.2.3. Access. Access to confidential information shall be limited to:

7.2.3.1. Attorneys designated by a party as representing them in the matter and their office associates, legal assistants, database administrators, and clerical employees;

7.2.3.2. Those employees, officers, and directors of the Parties that counsel for such parties deems necessary to aid counsel in the prosecution and defense of a claim under this Agreement;

7.2.3.3. Persons shown on the face of the document to have authored or received it;

7.2.3.4. Any person the parties agree in writing may access such information;

7.2.4. Within 15 days of the termination of a Notice, either through resolution and/or through the filing of an action pursuant to Section 8.1.2, each party shall either destroy or return to the other party all documents designated as

“Confidential” and/or “Confidential-Attorneys’ Eyes Only,” and all copies of such documents, and shall destroy all extracts and/or data taken from such documents. Each party shall provide written certification to the disclosing party as to such return or destruction within the 15 day period. Any deviation from this subsection shall be by written agreement only.

7.3. Continuing Performance. Pending final resolution of any dispute, and subject to the other terms of this Agreement, the City shall continue to provide services at the level provided for in this Agreement, and Osage shall continue to make payments in accordance with this Agreement.

8. Limited Waiver of Sovereign Immunity. Under the various laws of the United States and the State of Missouri, the parties may have sovereign or other immunities which would prevent or impair the enforcement of the terms of this Agreement. Without making any general waiver, limitation, or modification of sovereign and other immunities, each of the parties hereby severally acts and agrees as follows:

8.1. As authorized by valid action of Osage Nation Congress, Osage hereby expressly, unequivocally, and irrevocably grants to the City a waiver of the Osage’s sovereign immunity limited to the enforcement of the terms of this Agreement, so that the City:

8.1.1. may invoke the dispute resolution provisions of Section 7 of this Agreement to enforce the terms of this Agreement against Osage, and

8.1.2. may commence an action in the Consented Courts (as defined in section 8.3 below) against Osage for breach of this Agreement:

The City understands and agrees this limited waiver of sovereign immunity is not, and will not be deemed to be, a consent by Osage to the entry or levy of any judgment, lien, or attachment upon any property or income and no assets of Osage, of any Osage member, or other affiliate of Osage shall be liable for any judgment or award rendered hereunder, other than cash, rents, or revenues generated from operation of the Project

8.1.3. Osage hereby waives its right to the exhaustion of tribal remedies, consents to the jurisdiction and venue of Consented Courts, and hereby expressly agrees not to commence any action arising under this Agreement in any tribal court or other tribunal, forum, council or adjudicative body of Osage (a “Tribal Forum”) and expressly waives any claim or right it may possess to the exercise of jurisdiction by any Tribal Forum, including without limitation, any determination that any Tribal Forum has jurisdiction over any dispute, controversy, suit, action, or proceeding or jurisdiction to determine the scope of such Tribal Forum’s jurisdiction.

8.2. The City hereby grants to Osage a limited waiver of the City's sovereign immunity, so that Osage:

8.2.1. may invoke the dispute resolution provisions of Section 7 of this Agreement to enforce the terms of this Agreement against the City, and

8.2.2. may commence an action in the Consented Courts against the City for breach of this Agreement; provided, however, that nothing herein waives any qualified immunity that the City or its employees enjoy with respect to discretionary functions of the City or discretionary actions of employees of the City performed within their official capacity.

8.3. If the Parties fail to reach a resolution after utilizing the procedures of section 7, each of the parties agrees to submit to jurisdiction and venue in the United States District Court for the Western District of Missouri if it has jurisdiction and to any federal court having appellate jurisdiction over said court (the "Federal Courts), or, if such federal courts determine that they do not have jurisdiction, then to jurisdiction and venue in any state court in Missouri that may have jurisdiction and any appellate court thereof (the "State Court" and together with the Federal Courts, the "Consented Courts"). Each of the parties agrees that this Agreement will be interpreted and construed in accordance with, and governed in all respect by the laws of the State of Missouri.

The foregoing limited waivers of sovereign immunity set forth in this Section 8 will survive for three years after the termination or expiration of this Agreement; provided, however, that, a Complaining Party has delivered one or more Notices of one or more disputes and the dispute or disputes described in said Notices have not been resolved under the procedures set forth in Section 7 and 8 hereof, then the foregoing limited waivers of sovereign immunity will continue in effect but be limited to only such pending disputes, and such limited waivers shall terminate on the earlier of (i) the resolution of all such disputes on terms satisfactory to all parties, (ii) the satisfaction of any resulting award, or (iii) the expiration of the applicable statute of limitations for enforcement of such award.

9. General Provisions

9.1. Notices. With the exception of Law Enforcement Services, any other notice or consent required or permitted to be given shall be in writing and will be served upon the other by: (i) internationally recognized overnight delivery service (e.g. FedEx, UPS or DHL Express) or first class mail at the address shown on the signature page and shall be considered delivered three days after deposit with the delivery service; or (ii) by electronic mail, to the email address shown on the signature page, so long as the other party confirms receipt.

- 9.2. Severability. If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; any other provision of this Agreement or the remaining portions of the applicable provision shall remain in full force and effect. However, if such invalidity or unenforceability substantially frustrates the essential purpose or intent of this Agreement, the parties agree to negotiate in good faith to amend this Agreement to give effect to such intent as closely as possible. If the parties are unable to agree on an amendment, the entire Agreement shall be deemed void.
- 9.3. Time of the Essence. Time is of the essence for each provision of this Agreement.
- 9.4. Amendment. This Agreement may be amended in writing by mutual agreement of the parties.
- 9.5. Waiver. No waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. No waiver of any right or remedy in respect of any occurrence or event will be deemed a waiver of any right or remedy in respect of any other occurrence or event.
- 9.6. No Encumbrance. The Parties agree this Agreement in no way encumbers the Osage Property nor is it the intent of the Parties to encumber the Osage Property within the meaning of 25 U.S.C. § 81, as that term is defined in 25 CFR Part 84.
- 9.7. Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts will be construed together and have the same effect as if all of the parties had executed the same instrument. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting party. All pronouns contained herein, and any variations thereof, will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural, and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting.
- 9.8. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and the parties agree that there exist no other understandings or agreements, either express or implied, concerning the subject matter of this Agreement. Nothing in this Agreement shall be interpreted as a submission by Osage to the jurisdiction of the City, the State of Missouri, or to any other governmental body.

- 9.9. Force Majeure. Neither party will be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, epidemics, natural disasters, other acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events occur, the time for payment and/or performance will be extended for the duration of each such event.
- 9.10. Assignment. No party may assign this Agreement, in whole or in part, without the prior consent of the other Party. This Agreement will be binding on the parties and their respective heirs, executors, administrators, successors, and permitted assigns and will inure to their benefit.
- 9.11. Insurance. The Parties aver each carry and maintain such insurance policies as they deem appropriate in their own discretion.
- 9.12. Waiver of Claims. The Parties waive all tort claims against the other party for compensation for any loss, damage, personal injury or death occurring because of the performance of this Agreement.
- 9.13. Rights of Third Parties. This Agreement is not intended to create any rights in any third parties.
- 9.14. Authorized Representatives. The Parties shall each designate an authorized representative and may designate subordinates as the Parties respectively determine necessary to act as an authorized representative in his/her absence. Each authorized representative shall provide his/her counterpart with a list of authorized representatives together with contact information upon the Effective Date of this Agreement.
- 9.15. Contact Representative. Each party shall designate a representative for the other party to contact regarding any dispute relating to this Agreement. The representative of Osage, as well as all pertinent contact information, is as follows:

Office of the Attorney General
1071 Grandview
Pawhuska, OK 74056
(918) 287-5514

The representative of the City shall be the City of Lake Ozark City Administrator, or his/her designee.

Mailing Address: City of Lake Ozark
 c/o City Administrator

3162 Bagnell Dam Blvd.
Lake Ozark, MO 65049
(573)-365-5378

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CITY OF LAKE OZARK, MISSOURI

By: _____
David Ridgely, Lake Ozark Mayor

Date: _____

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public within and for said County and State, personally appeared David Ridgely, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

Notary Public in and for said County and State

My Commission Expires:

OSAGE NATION, a federally recognized tribe

By: _____
Geoffrey M. Standing Bear, Principal Chief

Date: _____

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public within and for said County and State, personally appeared Geoffrey Standing Bear, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

Notary Public in and for said County and State

My Commission Expires: