



CITY OF OSAGE BEACH
BOARD OF ALDERMEN MEETING

1000 City Parkway
Osage Beach, MO 65065
573/302-2000 FAX 573/302-0528
Email: www.osagebeach.org

NOTICE OF OPEN MEETING

TENTATIVE AGENDA
REGULAR MEETING
JANUARY 6, 2011 – 6:30 P.M.
CITY HALL

******* Note: Make sure that your cell phone is turned off or on a silent tone only. Please sign the attendance sheet located at the podium if you desire to address the Board.**

CALL TO ORDER
Pledge of Allegiance
Roll Call

MAYOR'S COMMUNICATIONS

CITIZENS' COMMUNICATIONS

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

APPROVAL OF CONSENT AGENDA

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

- Minutes of 12/16/10 (Page 01)
- Bills (Page 15)

UNFINISHED BUSINESS

None

NEW BUSINESS

- A. Public Hearing. Voluntary Annexation Requested by Allen and Jonna Scott
- B. Bill No. 11-01. 2010 Budget Amendment. First Reading and Second Readings (Page)
- C. Bill No. 11-02. A/E Services Contract AEOB11-001 Design of Sidewalk Improvements from Hatchery Road to Beach Drive. First and Second Readings (Page)
- D. Bill No. 11-03. Accepting a Portion of Swiss Village Road. First and Second Readings (Page)
- E. Appointment of Representative to the Lake of the Ozarks Council of Local Governments
- F. Approval of 2011 Scoreboard Advertisement Contracts (Page)
- G. Discussion on Location of Zebra Road (Page)

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

ADJOURN

UNAPPROVED

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

December 16, 2010

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a regular meeting on Thursday, December 16, 2010, at 6:30 p.m. at City Hall. The following were present: Mayor Penny Lyons, Alderman Lois Farmer, Alderman David Gasper, Alderman Steve Kahrs, Alderman John Olivarri, Alderman Kevin Rucker and Alderman Ron Schmitt. City Clerk Diann Warner was present and performed the duties of that office.

Mayor's Communications. Mayor Lyons had nothing to report at this time.

Citizens Communications. No one was present who wished to speak during this portion of the meeting.

Consent Agenda.

Alderman Farmer moved to approve the consent agenda which includes minutes of the regular meeting held on December 2, 2010, the minutes of the special meetings held on November 10, 2010, November 15, 2010 and the bill list as submitted. Alderman Kahrs seconded the motion which was voted on and unanimously passed.

Unfinished Business.

Bill No. 10-75. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ADOPTING AN ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2011, AND ENDING DECEMBER 31, 2011, AND APPROPRIATING FUNDS PURSUANT THERETO

Mayor Lyons presented the second and final reading of Bill No. 10-75 by title only. It was noted that Bill 10-75 has been available for public review.

Alderman Gasper moved to approve the second and final reading of Bill No. 10-75 as presented. Alderman Rucker seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 10-75 and to pass same into Ordinance: "Ayes": Alderman Olivarri, Alderman Farmer, Alderman Kahrs, Alderman Gasper, Alderman Rucker, Alderman Schmitt. "Nays": None. Bill No. 10-75 was passed and approved as Ordinance No. 10.75.

New Business.

Insurance Report.

City Treasurer Karri Bell reported that due to the competitive nature of insurance, Naught Naught Agency solicited quotes from various insurance companies and after analyzing the coverage and price, they recommended the City remain with Moperm for liability coverage, Travelers for property and Ace for airport liability. The City has participated in the pool for 19 years and Naught Naught recommended the City remain in the pool with same companies. The cost is \$16,850 less than 2010 and \$26,600 less than the amount budgeted. Ms. Bell was pleased with Naught Naught Agency and with the lower premiums.

Alderman Rucker moved to remain in the pool with the companies as recommended by Naught Naught Agency. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

UNAPPROVED

Bill No. 10-80. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE 09.52 ADOPTING THE 2010 ANNUAL BUDGET, TRANSFERRING APPROPRIATIONS FOR NECESSARY EXPENSES.

City Administrator Nancy Viselli explained that Bill 10-80 changes the numbers to correctly reflect the actuals.

Mayor Lyons presented the first reading of Bill 10-80 by title only. It was noted that Bill 10-80 has been available for public review.

Alderman Olivarri moved to approve the first reading of Bill 10-80 as presented. Alderman Farmer seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 10-80 by title only. It was noted that Bill 10-80 has been available for public review.

Alderman Gasper moved to approve the second and final reading of Bill No. 10-80 as presented. Alderman Schmitt seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 10-80 and to pass same into Ordinance: "Ayes": Alderman Farmer, Alderman Kahrs, Alderman Gasper, Alderman Rucker, Alderman Schmitt, Alderman Olivarri. "Nays": None. Bill No. 10-80 was passed and approved as Ordinance No. 10.80.

Public Hearing. Dierbergs Osage Beach LLC Tax Increment Financing Plan.

Jerry Ebest, Vice President of Real Estate for Dierbergs, introduced Brent Beumer, Director of Real Estate for Dierbergs and Bev Marcin, attorney for Dierbergs.

Mr. Ebest said Dierbergs is a closely held family company that has been in business since 1914 and the management teams consist of both the third and fourth generations. Dierbergs is under construction of their 24th store in Des Peres and their centers are 95% occupied. Dierbergs has been in ten projects either with a TIF, TDD or a business district and they are up to date and current and there have been no problems honoring their commitments.

Brent Beumer explained that the site between Zebra and Links Roads and Dierbergs will be under construction contingent upon all approvals including the TIF. The site consists of 14 acres with ingress and egress and they have worked to address some of the grade issues. Mr. Beumer explained where the entrances and exits would be. He said they are in negotiations with Best Buy and another junior anchor tenant. Mr. Beumer said the project would be constructed in one phase with anticipated opening in the spring of 2012. The Des Pres store has a new design and some of the design elements will be incorporated into this store in Osage Beach as well as incorporate the design into the other anchor stores.

Mr. Beumer went over the landscape plan and said that the rear of the property would be maintained as it exists and all areas that are new will be irrigated. He said the TIF is necessary for the project and he looked forward to bringing new jobs to the City with over 200 construction jobs and 190 full time jobs. Mr. Beumer also looks forward to bringing two new high end stores to Osage Beach with significant tax revenue to the county and the City and other taxing entities.

UNAPPROVED

Andy Struckhoff, a planning consultant from PGAV, developed the TIF Plan. Two components of the TIF Plan are that if the TIF is paid off in ten years, sales tax generated would be an average of \$450,757 annual revenue to the City and \$281,700 to Camden County; property tax would generate \$60,900 annually for the County if the TIF is paid off in ten years. Mr. Struckhoff said that the developer would pay upfront the entire cost of the project and the developer would only receive benefits from the TIF Plan after the development is built and open.

Mr. Struckhoff explained that the property is blighted because the buildings have been demolished; the pavement has deteriorated creating an economic liability. He said that property taxes would decline without buildings; the site is generating no jobs and no sales tax revenue. The site is under utilized and deteriorating both physically and economically.

Mr. Struckhoff said that without the TIF the property will not develop. He concurred with the blight determination.

Mrs. Bernadine Chisholm, of 1412 Apple Blossom Circle, said having Dierbergs in Osage Beach would do well for the economy in Osage Beach and she said that Dierbergs has high quality goods and services and they offer jobs for people in the area. Mrs. Chisholm said she was in sales and advertising and if there is no competition, there would be no business.

Robert Harry of Columbia was present representing Gary Prewitt and pointed out problems for granting a TIF. He said the plan is inadequate noting that Dierbergs has not provided evidence for improving the infrastructure in Osage Beach, there are no detailed costs in the plan, no third party feasibility study, and the blight study was done in 2008 and it is inadequate. Mr. Harry said other TIF projects in the region have had significant infrastructure improvement.

George Baker of 1248 Greenwood Circle, lives directly behind the proposed site and said that the site is not pretty, and it is in the middle of town. He said he spent most of his adult life in St. Louis and he knows no one in Dierbergs Company, but he knows their business reputation. He said Consumers did not go broke but the main company in Springfield went bankrupt. Mr. Baker said the projected income the project will produce is encouraging.

Richard Urton, speaking on behalf of his father in law Mr. McQuillen of 5123 Aqua Road, said the income would only be produced if enough people come to shop. He said it is great if the site would improve but there are enough grocery stores. Mr. Urton said there should be something built for kids to do. He added that he does not know any of Dierbergs representatives and he is not necessarily Gary Prewitt's friend.

Dan Calvino of 5277 Wren Lane welcomed Dierbergs and Best Buy and thanked them for coming to Osage Beach and he thanked the City for putting the plan together. He said Dierbergs would provide year round employment and he liked choices and competition and he looks forward to having them in the community.

Kim Ebling of 4877 Highway 54 said she is a concerned citizen and a business owner in Osage Beach of 36 years. She said that competition makes all businesses better and if they do not improve they do not survive. She said this is an opportunity to make the City and its citizens' better, and she encouraged the Board to vote in favor of the plan.

UNAPPROVED

Don Chisholm of Apple Blossom Lane said Osage Beach is a wonderful place to live. He said there was an opportunity for a hotel to be constructed here and the project was delayed due to greed and it cost many jobs. He said he would hate to see that happen again. Mr. Chisholm said Dierbergs would provide jobs and tax revenue and more businesses would draw more people to the area.

Mayor Lyons closed the public hearing at 7:10 p.m.

City Attorney Ed Rucker asked David Bushek of Gilmore and Bell Attorneys at Law if the Board is ready to consider the TIF plan and project and Mr. Bushek responded in the affirmative. He added that all proper procedures have been followed and all notices had been given.

Alderman Rucker said that all procedures had been followed and he wanted to continue to do so, therefore he recommended that the second reading of the ordinance be delayed until the next meeting to give Osage Beach residents an opportunity to voice their concerns or approval.

City Attorney Rucker said that the first reading could occur and there could be a motion to delay the second reading, but if it fails, the Board would consider a second reading as allowed by law.

Mr. Bushek said that all proper procedures and all notices have been given, there was an additional time period that the notice was posted, and two public hearings were held. Mr. Bushek said the public has been given everything that is allowed by law.

Alderman Rucker said he is concerned whether another grocery store and another electronics store could be supported. He also questioned what this would do to the existing TIF. Alderman Rucker said the projected revenue is fine but he questioned how much is new business.

The next step is the actual TIF agreement which would come back to the Board for review and approval by ordinance. Alderman Olivarri said that performance clauses are critical to protect the City and citizens, and he could not in good conscience approve the TIF without a performance clause as it relates to revenue and jobs. He expressed his desire to complete the contract and he asked for a schedule of construction dates.

Alderman Olivarri said he had some concern regarding cannibalism and he has had an opportunity to visit with PGAV. He has taken a look at the numbers and projections and as a whole; it is a good move for the City.

Bill No. 10-81. AN ORDINANCE APPROVING THE DIERBERGS OSAGE BEACH TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND PROJECT, ESTABLISHING A REDEVELOPMENT AREA, DESIGNATING THE REDEVELOPMENT AREA AS A BLIGHTED AREA, APPROVING THE REDEVELOPMENT PROJECT, INITIATING TAX INCREMENT FINANCING IN THE REDEVELOPMENT PROJECT AREA, AND DESIGNATING DIERBERGS OSAGE BEACH, LLC, AS THE DEVELOPER OF RECORD FOR THE REDEVELOPMENT PLAN AND REDEVELOPMENT PROJECT.

Mayor Lyons presented the first reading of Bill 10-81 by title only. It was noted that Bill 10-81 has been available for public review.

UNAPPROVED

Alderman Olivarri moved to approve the first reading of Bill 10-81 as presented. Alderman Gasper seconded the motion which was voted on and passed with Alderman Schmitt expressing a negative vote and Alderman Rucker abstaining.

Mayor Lyons presented the second and final reading of Bill No. 10-81 by title only. It was noted that Bill 10-81 has been available for public review.

Alderman Gasper moved to approve the second and final reading of Bill No. 10-81 as presented. Alderman Farmer seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 10-81 and to pass same into Ordinance: "Ayes": Alderman Kahrs, Alderman Gasper, Alderman Olivarri, Alderman Farmer. "Nays": Alderman Rucker, Alderman Schmitt. Bill No. 10-81 was passed and approved as Ordinance No. 10.81.

Mayor Lyons announced that the contract with Dierbergs would be discussed at the first Board meeting in January.

Bill No. 10-82. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE REAL ESTATE LICENSE AGREEMENT WITH BRINK AND BALL LAND COMPANY, LLC.

The City has obtained all necessary property for the second phase of Passover Road. The prospective buyer Brink and Ball Land Company LLC would like to make sure that they have use of the haul road for the Marina until the City completes the proposed roadway improvements to Passover Road.

The City Attorney and the Engineering Department have been working with the prospective buyer and find this agreement to be acceptable. The Engineering Department recommends approval of this ordinance.

Mayor Lyons presented the first reading of Bill 10-82 by title only. It was noted that Bill 10-82 has been available for public review.

Alderman Farmer moved to approve the first reading of Bill 10-82 as presented. Alderman Olivarri seconded the motion which was voted on and passed.

Mayor Lyons presented the second and final reading of Bill No. 10-82 by title only. It was noted that Bill 10-82 has been available for public review.

Alderman Kahrs moved to approve the second and final reading of Bill No. 10-82 as presented. Alderman Gasper seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 10-82 and to pass same into Ordinance: "Ayes": Alderman Gasper, Alderman Rucker, Alderman Schmitt, Alderman Olivarri, Alderman Farmer, Alderman Kahrs. "Nays": None. Bill No. 10-82 was passed and approved as Ordinance No. 10.82.

Bill No. 10-83. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TRANSPORTATION ENHANCEMENT FUNDS PROGRAM AGREEMENT PROVIDING FOR CONSTRUCTION OF A SIDEWALK ON THE WEST SIDE OF HIGHWAY 54 FROM HATCHERY ROAD TO BLUFF DRIVE, PROJECT NUMBER STP-9900(575).

UNAPPROVED

This is for the second phase of the sidewalk from Osage Beach Elementary School to Beach Drive.

Mayor Lyons presented the first reading of Bill 10-83 by title only. It was noted that Bill 10-83 has been available for public review.

Alderman Olivarri moved to approve the first reading of Bill 10-83 as presented. Alderman Schmitt seconded the motion which was voted on and passed.

Mayor Lyons presented the second and final reading of Bill No. 10-83 by title only. It was noted that Bill 10-83 has been available for public review.

Alderman Kahrs moved to approve the second and final reading of Bill No. 10-83 as presented. Alderman Olivarri seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 10-83 and to pass same into Ordinance: Alderman Rucker, Alderman Schmitt, Alderman Olivarri, Alderman Farmer, Alderman Kahrs, Alderman Gasper. "Ayes": "Nays": None. Bill No. 10-83 was passed and approved as Ordinance No. 10.83.

Resolution 2010-14. Resolution of Intent to Annex.

Mayor Lyons presented Resolution 2010-14, a resolution of intent to annex. Resolution 2010-14 established a date of January 6, 2011 for a public hearing on the voluntary annexation petition submitted by Allen and Jonna Scott.

Alderman Kahrs moved to approve Resolution 2010-14 as presented. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Proposed Contract Modification No. 4 for Zebra Road and Stewart Drive, Phase 1.

This is a modification for utility work. The first need for the modification is to avoid cutting the street. This work includes extending gravity sewer lines and water service to three properties. Other utilities in the field did not meet the as built drawings. They had to be lowered and tied into the existing city utilities.

A new water main needs to be extended to be low enough for the new roadway.

The existing subgrade in two areas of Stewart Drive was unstable. To complete the construction of the roadway improvements, the unsuitable subgrade must be removed.

We also need to perform grade adjustments. There are two locations where extra grading was required for the new roadway to ensure that driveways will work with the new roadway.

Additional work is required to tie in the new 36-inch pipe under Links Road. Twenty feet of the existing pipe planned for the tie in was in unusable condition. The existing junction box was also inadequate and fell apart during excavation.

The Engineering Department has reviewed APAC's price and concurs. Funding for this modification can come from 20-00-773206 Zebra Connector. This fund balance is \$796,942. The Engineering Department recommends approval of this modification in an amount not to exceed \$62,509.35.

UNAPPROVED

Alderman Rucker questioned whether APAC has caused damage on Cove Road. The overlay that was to be complete this year has been delayed until next summer to acquire easements. City Administrator Viselli said she would get an update on the project on Monday.

Alderman Olivarri moved to approve Contract Modification No. 4 for Zebra Road and Stewart Drive, Phase 1 in an amount not to exceed \$62,509.35. Alderman Farmer seconded the motion which was voted on and unanimously passed.

Communications from Board Members.

Alderman Kahrs. Steve Kahrs wished everyone a Merry Christmas. He reported that he attended a TCLA meeting and MoDOT will install additional signage for Osage Beach directing the motoring public to the business areas of Osage Beach.

Alderman Rucker. Kevin Rucker said there is a conflict with the Annual Lake Area Legislative session sponsored by the Chamber of Commerce that is being held on January 6, 2011 which is the same night as the Board meeting. There was no interest in changing the date of the Board meeting.

Alderman Rucker asked for a five year budget of anticipated expenses when the City takes over maintenance of Highway 54 to make sure the amount is placed in the budget. Mayor Lyons commented that Superintendent of Public Works Rick King has a list of some projects but the information would need to be updated.

Alderman Olivarri. John Olivarri wished everyone a happy holiday and he thanked everyone in the audience for attending and for those who participated.

Alderman Gasper. Dave Gasper thanked everyone for attending the public hearing for the Dierbergs Osage Beach, LLC and he expressed his appreciation to those who spoke. He thanked everyone for their interest and he appreciated the presentation made by representatives of Dierbergs Osage Beach LLC.

Alderman Gasper asked for a special meeting to discuss funding the ambulance service. The meeting was scheduled for Thursday, January 13, 2011.

Alderman Farmer. Lois Farmer thanked everyone who spoke at the Dierbergs public hearing and she wished everyone a Merry Christmas

Alderman Schmitt. Ron Schmitt also voiced his concern about Cove Road and stated that if APAC damaged the road they should repair it. Alderman Schmitt said that his voting in the negative is no reflection on Dierbergs, there is unfair competition when assistance is given. He added that Dierbergs would also apply for a Transportation Development District which would mean they would receive \$8 million in tax incentives which would be a 25% return. Alderman Schmitt said this is not a level playing field. He said that the site is in a prime location with its proximity to the outlet mall.

Staff Communications.

City Administrator. Nancy Viselli wished everyone a Merry Christmas.

City Treasurer. Karri Bell wished everyone a Merry Christmas.

UNAPPROVED

Park Manager. Brian Willey wished everyone a Merry Christmas.

There being no further business to come before the Board, the meeting adjourned at 7:40 p.m.

I, Diann Warner, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, held on December 16, 2010.

Diann Warner, City Clerk

Penny Lyons, Mayor

**CITY OF OSAGE BEACH
BILLS LIST
January 6, 2011**

Bills Paid Prior to Board Meeting	186,005.32
Payroll Paid Prior to Board Meeting	127,516.86
SRF Transfer Prior to Board Meeting	216,490.27
TIF Transfer Prior to Board Meeting	180,598.38
TIF Pilots Transfer Prior to Board Meeting	0.00
Bills Pending Board Approval	125,373.59
Total Expenses	<u>835,984.42</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			000010	
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	NOV FEES	801.06
		FAMILY SUPPORT PAYMENT CENTER	Case# 26v050500201	344.31
		MO DEPT OF REVENUE	NOV BOOKS & MISC SALES TAX	2.04
			State Withholding	4,049.00
		MO TREASURER BUDGET DIRECTOR	NOV PEACE OFFCR STNDRD/TRN	113.00
		INTERNAL REVENUE SERVICE	Fed WH	10,511.51
			FICA	7,116.50
			Medicare	1,728.11
		ICMA	Retirment 457 &	660.56
			Retirement 457	1,821.00
			Loan Repayments	982.61
			Loan Repayments	758.55
			401 Loan Payment	292.34
			401 Loan Payment	147.56
			Loan Repayments	178.41
			Retirement Roth IRA	235.00
		CADV	NOV FEES	206.00
		ONE TIME VENDOR WANSING, STEVEN ANTHON	Bond Refund:092185433-01	175.50
			TOTAL:	30,123.06
Mayor & Board	General Fund	HY-VEE FOOD & DRUG STORES INC	FLORAL FARROW & ARNALL	57.86
		INTERNAL REVENUE SERVICE	FICA	166.36
			Medicare	38.93
		ICMA	Retirement 401	121.00
		BANKCARD CENTER 5569	CAULFIELD & WHITE FLORAL	109.00
			TOTAL:	493.15
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA	9.83
			Medicare	2.30
			TOTAL:	12.13
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	405.30
			Medicare	94.79
		BANKCARD CENTER 3374	2011 MNTH VISORG D	10.75
			SALES TAX REFUNDS	7.18-
			SALES TAX REFUNDS	33.58-
		ICMA	Retirement 401	402.53
			TOTAL:	872.61
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	422.30
			Medicare	98.77
		ICMA	Retirement 401	399.06
			TOTAL:	920.13
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	436.81
			Medicare	102.16
		ICMA	Retirement 401	448.19
		WHITE, APRIL	MAILER SEMINAR EXPENSES	54.00
			TOTAL:	1,041.16
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	91.55
			Medicare	21.41
		ICMA	Retirement 401	92.76
			TOTAL:	205.72
City Attorney	General Fund	INTERNAL REVENUE SERVICE	Medicare	63.75

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000011	AMOUNT
		ICMA	Retirement 401		263.79
			TOTAL:		327.54
Building Inspection	General Fund	ALTON, PHILLIP	WORKBOOT REIMB		100.00
		INTERNAL REVENUE SERVICE	FICA		365.82
			Medicare		85.55
		ICMA	Retirement 401		363.20
		OLIVER, HERSCHEL	WORK BOOT REIMB		81.59
			TOTAL:		996.16
Building Maintenance	General Fund	AMEREN MISSOURI	CITY HALL NOV SERVICE		3,212.74
		AT & T/CITY HALL	DEC PHONE SERVICE		1,529.52
			TOTAL:		4,742.26
Parks	General Fund	ALLIED WASTE SERVICES #435	NOV TRASH SERVICE		100.49
		INTERNAL REVENUE SERVICE	FICA		244.54
			Medicare		57.19
		ICMA	Retirement 401		211.88
		BANKCARD CENTER 5569	MULTI MAX, KNIVES, 10PK FL		143.76
			TOTAL:		757.86
Human Resources	General Fund	WELTY, MIKE	TUITION REIMB-WELTY, MIKE		1,012.50
		HY-VEE FOOD & DRUG STORES INC	VACCINATIONS		556.00
			SAFETY BREAKFAST		15.00
			SAFETY BREAKFAST		323.94
			VACCINATIONS		242.00
		ROBINETT, TRACY	TUITION REIMB-ROBINETT, TR		1,080.00
		INTERNAL REVENUE SERVICE	FICA		110.65
			Medicare		25.88
		LEIGH, CINDY	TUITION REIMB-LEIGH, CINDY		1,350.00
		BANKCARD CENTER 3374	SALES TAX REFUNDS		6.00-
			SALES TAX REFUNDS		13.63-
		ICMA	Retirement 401		113.98
		RUCKER, EDWARD	TUITION REIMB		1,090.16
		SCHUMAN, LEE	WORK BOOT REIMB		100.00
		ONE TIME VENDOR HALFSAUCED BBQ	SNOW PLOW TRAINING		218.98
			TOTAL:		6,219.46
Overhead	General Fund	PITNEY BOWES GLOBAL	DECEMBER RENTAL		756.00
			TOTAL:		756.00
Police	General Fund	INTERNAL REVENUE SERVICE	FICA		2,944.36
			Medicare		688.58
		ICMA	Retirement 401		2,924.13
			TOTAL:		6,557.07
911 Center	General Fund	AT & T/CITY HALL	DEC E911 SERVICE		1,329.03
		INTERNAL REVENUE SERVICE	FICA		780.50
			Medicare		182.54
		ICMA	Retirement 401		785.24
			TOTAL:		3,077.31
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA		267.52
			Medicare		62.56
		BANKCARD CENTER 3374	SALES TAX REFUNDS		13.62-
		ICMA	Retirement 401		260.73

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000012	AMOUNT
		DOGWOOD ANIMAL SHELTER	DOG INTAKE SERVICES		700.00
		LEBANON HUMANE SOCIETY	DOG INTAKE SERVICES		210.00
			TOTAL:		1,487.19
Engineering	General Fund	INTERNAL REVENUE SERVICE	FICA		580.18
			Medicare		135.69
		ICMA	Retirement 401		435.00
			TOTAL:		1,150.87
Information Technology	General Fund	AT & T/CITY HALL	POSITRON VIPER HELPDESK SU		4,320.07
		INTERNAL REVENUE SERVICE	FICA		290.78
			Medicare		68.01
		BANKCARD CENTER 3374	VSProwMSDN ALNG LicSAPk MV		1,059.02
			WEBSITE FEE		125.00
		ICMA	Retirement 401		283.06
		AT&T INTERNET/IP SERVICES	11/19-12/18/10 SERVICE		831.83
			TOTAL:		6,977.77
Economic Development	General Fund	POSTMASTER	1ST QTR DIRECT CONNECTION		699.33
		BANKCARD CENTER 5569	48" DOES		39.92
			TOTAL:		739.25
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding		447.17
		INTERNAL REVENUE SERVICE	Fed WH		1,313.60
			FICA		794.97
			Medicare		185.92
		ICMA	Retirement 457		50.00
			Loan Repayments		34.92
			TOTAL:		2,826.58
Transportation	Transportation	AMEREN MISSOURI	RELOCATES		70,387.96
			STREET LIGHTING		2,878.69
			STREET LIGHTING		920.90
		MARSHALL, JERRY	MILEAGE REIMB 12/08-12/14/		16.40
			MILEAGE REIMB 12/15-12/21/		16.40
		AMEREN MISSOURI	PALISADES COMMON LTG		80.49
			680 PASSOVER RD LIGHTING C		105.81
			KETTERLIN IN PK FEEDER		288.99
			KETTERLIN IND PK STORAGE F		27.40
		GUNNELS, BERNIE	MILEAGE REIMB 12/08-12/14/		50.00
			MILEAGE REIMB 12/15-12/21/		50.00
		HAYES, DAVE	MILEAGE REIMB 12/08-12/14/		4.00
			MILEAGE REIMB 12/15-12/21/		4.00
		TINDALL, JERRY	MILEAGE REIMB 12/08-12/14/		12.00
			MILEAGE REIMB 12/15-12/21/		12.00
		RUSSELL, RICK	MILEAGE REIMB 12/08-12/14/		26.70
			MILEAGE REIMB 12/15-12/21/		26.70
		WATERMAN, RANDY	MILEAGE REIMB 12/08-12/14/		30.00
			MILEAGE REIMB 12/15-12/21/		30.00
		INTERNAL REVENUE SERVICE	FICA		794.97
			Medicare		185.93
		BANKCARD CENTER 3374	CRABS, PRAIRFIRE 2"		552.00
		ICMA	Retirement 401		793.09
		DEGRAZIA, PHIL	WORK BOOT REIMB		100.00
		GARMANY, VICTOR	MILEAGE REIMB 12/08-12/14/		14.00
			MILEAGE REIMB 12/15-12/21/		14.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000013	AMOUNT
		BANKCARD CENTER 5569	RAPID CEMENT		110.94
			RAPID CEMENT		147.92
			TOTAL:		77,681.29
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	NOV WATER SALES TAX		2,354.34
			State Withholding		222.36
		INTERNAL REVENUE SERVICE	Fed WH		578.02
			FICA		419.13
			Medicare		98.03
		ICMA	Retirement 457		12.50
			Loan Repayments		31.61
			Loan Repayments		67.09
			401 Loan Payment		64.32
			401 Loan Payment		75.98
			Loan Repayments		68.06
		CAMDEN COUNTY RECORDER OF DEEDS	WATER LIEN		14.00
		ONE TIME VENDOR LOVELACE, GLENDY	05-1620-00		1,292.96
			TOTAL:		5,298.40
Water	Water Fund	AMEREN MISSOURI	WELL #2 LK RD 54.59		36.45
			SWISS BILLAGE WELL		1,831.90
			COLUMBIA COLLEGE WELL		1,789.27
		AMEREN MISSOURI	PARKVIEW WELL		581.47
			BLUFF RD WATER TOWER		561.31
			COLLEGE WELL		124.43
			HOLIDAY SHORES WELL		9.33
			KETTERLIN IN PK FEEDER		288.99
			COLUMBIA COLLEGE TOWER		178.16
		RICHARDS, RON	MILEAGE REIMB 12/01-12/07/		40.80
		INTERNAL REVENUE SERVICE	FICA		419.14
			Medicare		98.03
		BANKCARD CENTER 3374	LITHIUM BATTERY		32.75
		ICMA	Retirement 401		422.72
		BRIZENDINE, TERRY	MILEAGE REIMB 12/15-12/21/		16.00
		DEGRAZIA, PHIL	MILEAGE REIMB 12/08-12/14/		22.00
			MILEAGE REIMB 12/08-12/14/		22.00
			TOTAL:		6,474.75
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding		355.47
		INTERNAL REVENUE SERVICE	Fed WH		940.04
			FICA		710.21
			Medicare		166.11
		ICMA	Retirement 457		32.50
			Loan Repayments		164.62
			Loan Repayments		100.91
			401 Loan Payment		108.67
		CAMDEN COURT	Case #09CM-SC00020		115.83
		CAMDEN COUNTY RECORDER OF DEEDS	SEWER LIEN		14.00
			TOTAL:		2,708.36
Sewer	Sewer Fund	AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI		3,415.30
			GRINDER PUMPS & LIFT STATI		2,177.63
			GRINDER PUMPS & LIFT STATI		6,746.68
		GARMANY, DAVID	MILEGE REIMB 12/15-12/21/1		42.00
		AMEREN MISSOURI	835 E 42 HWY LIFT STATION		13.45
			5304 BROADWATER BAY SEWER		10.62

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000014	AMOUNT
			1003 BLUFF GRINDER PUMP		10.35
			PASSOVER RD SEWER		26.51
			COBBLESTONE DR LIFT STA		46.63
			4019 54 HWY GRINDER PUMP		9.76
			3797 54 HWY PUMP		14.01
			PASSOVER RD LIFT STATION		220.93
			PRAIRIE HOLLOW RD LIFT STA		17.96
			KETTERLIN IN PK FEEDER		289.00
			749 42 HWY LIST STATION		9.33
			800 42 HWY LIFT STATION		9.33
		INTERNAL REVENUE SERVICE	FICA		710.20
			Medicare		166.10
		BANKCARD CENTER 3374	WORKMAN'S COMP		325.00
		ICMA	Retirement 401		709.45
		BRIZENDINE, TERRY	MILEAGE REIMB 11/24-11/30/		4.00
		DOLLISON, JOE	MILEAGE REIMB 12/01-12/07/		7.50
			MILEAGE REIMB 12/08-12/14/		22.50
		STARK, CHAD	MILEAGE REIMB 12/01-12/07/		119.00
			TOTAL:		15,123.24
ION-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding		371.00
		INTERNAL REVENUE SERVICE	Fed WH		1,086.51
			FICA		663.01
			Medicare		155.07
		BANKCARD CENTER 3374	EBAY FEES		103.95
			TOTAL:		2,379.54
mbulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA		663.01
			Medicare		155.07
		ICMA	Retirement 401		547.51
			TOTAL:		1,365.59
ION-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	NOV LCF SALES TAX		663.66
		INTERNAL REVENUE SERVICE	State Withholding		122.40
			Fed WH		354.84
			FICA		276.96
			Medicare		64.76
		ICMA	Retirment 457 &		112.30
			Loan Repayments		16.89
			TOTAL:		1,611.81
ee C. Fine Airport	Lee C. Fine Airpor	AMEREN MISSOURI	1111 LEE C FINE RD WELL		10.27
			LO STATE PARK LOCALZR		34.47
			AIRPORT FIREHOUSE		78.84
			KAISER TERMINAL BLDG		370.78
			LCF AIRPORT HANGAR		110.34
			NEW AIRPORT HANGAR		86.09
			LCF AIRPORT HANGAR		64.85
		INTERNAL REVENUE SERVICE	FICA		276.95
			Medicare		64.76
		ICMA	Retirement 401		262.03
			TOTAL:		1,359.38
ION-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	NOV GG SALES TAX		10.78
		INTERNAL REVENUE SERVICE	State Withholding		96.60
			Fed WH		236.34

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000015	AMOUNT
			FICA		242.95
			Medicare		56.83
		ICMA	Retirement 457 &		74.86
			TOTAL:		718.36
Grand Glaize Airport	Grand Glaize Airpo	AMEREN MISSOURI	GG AIRPORT HANGAR		47.99
			AIRPORT RD HWY 54 EXT. D		215.63
			GG AIRPORT SHOP		44.67
			957 AIRPORT RD		10.56
			GG AIRPORT TBLC EXT D		15.55
			GG AIRPORT HANGAR		14.61
			GG AIRPORT SLEEPY		29.21
		INTERNAL REVENUE SERVICE	FICA		242.96
			Medicare		56.83
		BANKCARD CENTER 3374	RH & LH WELDMENT		41.76
			SRVC KIT PISTON ASSY		41.28
		ICMA	Retirement 401		240.27
			TOTAL:		1,001.32

----- FUND TOTALS -----

10	General Fund	67,456.70
20	Transportation	80,507.87
30	Water Fund	11,773.15
35	Sewer Fund	17,831.60
40	Ambulance Fund	3,745.13
45	Lee C. Fine Airport Fund	2,971.19
47	Grand Glaize Airport Fund	1,719.68
GRAND TOTAL:		186,005.32

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			000016	
Mayor & Board	General Fund	HY-VEE FOOD & DRUG STORES INC	ARLYNE PAGE PLANT	46.09
			TOTAL:	46.09
City Administrator	General Fund	STAPLES ADVANTAGE	BINDER CLIPS, MTH DSKPD, P	38.16
			TOTAL:	38.16
City Clerk	General Fund	CHARLES ED PURVIS	WORKGRP SERV SOFTWARE SUP	875.00
		STAPLES ADVANTAGE	LETTER OPENER	111.82
			DRUM KIT, TONER CTRG	250.73
			TOTAL:	1,237.55
City Treasurer	General Fund	STAPLES ADVANTAGE	TONR, CALNDRS, PENS, CORR	269.74
			TOTAL:	269.74
Municipal Court	General Fund	DATA COMM INC	CUSTOM DATER STAMP	39.79
			TOTAL:	39.79
City Attorney	General Fund	WEST	INFORMATION CHARGES	205.28
		STANLEY SECURITY SOLUTIONS, INC	KEY	15.37
			TOTAL:	220.65
Building Inspection	General Fund	FLEET ONE	BLDG DEPT FUEL	54.07
			BLDG DEPT FUEL	33.10
		BANKCARD CENTER 7433	CANON FS300	169.99
			CHRISTMAS LIGHTS	95.84
			GRADE STAKES, CLOCK, GROUT	117.01
			TOTAL:	470.01
Building Maintenance	General Fund	ECO-PEST	PEST CONTROL	45.00
		EZARD'S ACE HARDWARE	PICTURE HANGER	1.79
		GB MAINTENANCE SUPPLY	TRASH LINERS, CUPS, TOWELS	436.05
			PLATES	48.43
		CLARK PLUMBING	URINAL REPAIR	150.00
			REPLACE WATER LINE TO FRIG	85.00
		GEO-ENTERPRISES, INC	WINTERIZED CHILLER	574.27
			BLOWER MOTOR & CAPACITOR	416.65
		BEISHIR LOCK & SECURITY	BADGE PRNTR, DOOR SECURITY	3,653.36
			TOTAL:	5,410.55
Parks	General Fund	RAPID SIGNS	PARK CLOSED SIGNS	64.00
			RULES & DIRECTIONAL SIGNS	1,220.00
		EZARD'S ACE HARDWARE	DRILL BITS, POWER INSERTS	19.72
		FLEET ONE	PARKS FUEL	124.19
			PARKS FUEL	154.38
		AIRGAS MID AMERICA	OXYGEN, ACETYLENE	350.00
		HANDY JON	RENTM-HANDICAPPED	125.00
		O'REILLY AUTO PARTS	BALL MOUNT, SWIVEL LOCK, L	75.97
			FUSES	4.99
		LAKE SUN LEADER 81525 & 1586450	PARK CONCESSIONS	103.50
		HIGH BROTHERS LUMBER CO	KEROSENE FORCED AIR HEAT	349.99
		MO STATE AGENCY FOR SURPLUS	BOOTHS, MAINT STAND, TOOLS	294.50
		BANKCARD CENTER 7433	W/D 20 GAL VAC	119.99
		CAPITAL SAND COMPANY	QUICK DRY	1,650.00
			INFIELD MIX	2,000.00
			TOTAL:	6,656.23

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000017	AMOUNT
Human Resources	General Fund	WALMART COMMUNTIY BRC	MUGS, WHISTLES, TAPE		195.52
		EZARD'S ACE HARDWARE	WHISTLES, HAND TOOLS		33.54
			TOTAL:		229.06
Overhead	General Fund	STAPLES ADVANTAGE	SPIRAL BINDING		9.75
		DATA FLOW	COMBINED FUNDS CHECKS		245.85
		STAPLES ADVANTAGE	BLUE PAPER RETURNED		106.20
			ENVELOPES		109.61
			WINDOW ENVELOPES		90.00
			COPY PAPER		86.46
			RETURNED WIN ENVELOPES		90.00
		TOTAL:		345.47	
Police	General Fund	WALMART COMMUNTIY BRC	CAR WASH, PROTECTNT, TIRE		19.78
		ED ROEHR SAFETY PRODUCTS INC	BULB MAG RECHARGEABES		68.30
		FLEET ONE	PUBLIC SAFETY FUEL		1,434.68
			PUBLIC SAFETY CAR WASH		48.00
			PUBLIC SAFETY FUEL		1,236.39
			PUBLIC SAFETY CAR WASH		56.00
		JEAN GENTLE'S OZARK FORD	#22 TRANSMISSION		981.79
		MO POLICE CHIEFS ASSC	SCHWENN & TAYLOR TRAINING		160.00
		STAPLES ADVANTAGE	2ND DAY AIR		108.26
		O'REILLY AUTO PARTS	WASHWAX, MIT, VENT BRUSH		11.06
			ELECT TAPE, FUSES		8.62
		LARRY'S LAKESIDE AUTO REPAIR INC	OIL CHG #AB8 N8U		37.33
			OIL CHG, ROTATE TIRES #21		48.04
			OIL CHANGE #24		38.04
			OIL CHG, ROTATE TIRES #31		157.93
			OIL CHG, ROTATE TIRES #25		48.04
			OIL CHG, ROTAT TRS, FLD FL		195.27
		UNIVERSITY OF MISSOURI-COLUMBIA AR	PPCT DEFENSIVE TACTICS - S		200.00
		MILLER COUNTY TREASURER	PRISONER BOARDING		66.00
		STAPLES ADVANTAGE	COPY PPR, TONER, ENV, NOTE		129.47
	COPY PPR, TONER		85.17		
RDJ SPECIALTIES INC	STICKERS THEME GENERIC		66.98		
	TOTAL:		5,205.15		
911 Center	General Fund	WIRELESS USA INC	DECEMBER SERVICE		225.00
		STAPLES ADVANTAGE	TONER		64.77
			TONER		64.77
		BEISHIR LOCK & SECURITY	JAIL & BOOKING RM CAMERAS		21,007.79
		TOTAL:		21,362.33	
Planning	General Fund	QUILL	EXPO 16 COLOR SET		17.99
		FLEET ONE	PLANNING FUEL		74.11
		LAKE SUN LEADER 81525 & 1586450	NOTICE-PROPOSD VOLNTRY ANN		72.00
		TOTAL:		164.10	
Engineering	General Fund	QUILL	FOLDERS, EXPO COLOR SET		68.39
		FLEET ONE	CITY ENG FUEL		70.80
		TOTAL:		139.19	
Information Technology	General Fund	WORLD WIDE TECHNOLOGY, INC	FINANCE PRINTER REPAIR		125.00
			TOTAL:		125.00
Economic Development	General Fund	CAPITAL CITY COURT REPORTING	TIF HEARING		431.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			000018	
			TOTAL:	431.50
Transportation	Transportation	UMB BANK NA	2003 ADMIN FEES	250.00
		QUILL	COPY PAPER, MARKERS, RULED	61.30
		EZARD'S ACE HARDWARE	HARDWARE	5.99
			FASTENERS	0.32
			HOSE CLAMP, BATTERIES	32.70
		FLEET ONE	TRANS FUEL	554.50
			TRANS FUEL	909.17
		KNAPHEIDE TRUCK INC	FLORESCENT NYLON MARKERS	59.72
		NORTHERN SAFETY CO INC	GLOVES	52.67
		O'REILLY AUTO PARTS	10 OZ WHTLITH	2.99
			O-RINGS	0.99
			GLASS CLEANER	7.98
			WINTER BLADES, WIPER BLADE	28.17
			WIPER BLADE, LUBRCANT	24.97
			HYDRL & MOTR OIL, ANTFREZ,	114.85
			WINTER BLADES, HYDRL OIL	48.27
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT COCO, CREAM	58.15
		BUTLER SUPPLY CO	OUTSIDE LIGHTS FOR BUILDIN	519.60
			PHOTO CONTROLS	34.38
		CAMDEN COUNTY RECORDER OF DEEDS	FAXING FEES	2.00
		PRECISION AUTO & TIRE SERVICE LLC	#62 BRAKES, ROTORS, AXL SE	808.44
		UNIFIRST CORPORATION	STREET DEPT UNIFORMS	34.69
			STREET DEPT FLOOR MATS	5.00
			STREET DEPT UNIFORMS	30.08
			STREET DEPT FLOOR MATS	5.00
			STREET DEPT UNIFORMS	30.08
			STREET DEPT FLOOR MATS	5.00
		DATA COMM INC	FAX MACHINE REPAIR	46.34
			TOTAL:	3,733.35
Water	Water Fund	UMB BANK NA	2002 ESCROW FEES	627.00
			2000 ESCROW FEES	250.00
		USA BLUE BOOK	LIQUID-FILLED GAUGE	32.60
		EZARD'S ACE HARDWARE	PLUMBING SUPPLIES	26.40
			BOLTS	4.56
			BRS COUPL, TEE, BUSHING, N	17.85
			HARDWARE	3.99
			HEAT TAPE, METAL REPAIR TA	27.98
		FLEET ONE	WATER FUEL	350.36
			WATER FUEL	373.56
		HDR INC	HWY 42 WATER	3,665.75
		HACH CO	REAGENT	112.36
			REAGENT	222.04
		MO ONE CALL SYSTEM INC	LOCATES	44.85
		SCHULTE SUPPLY INC	REGISTER HEADS	471.42
		NORTHERN SAFETY CO INC	GLOVES	52.67
		O'REILLY AUTO PARTS	GREASE, PENETRNT, MOTORTRT	19.47
			MOTOR OIL	13.47
		PRAIRIEFIRE COFFEE & ROASTERS	COOLER RENTAL	35.00
			COFFEE, HOT COCO, CREAM	58.15
		CAMDENTON LAWN & GARDEN CENTER	STRAW	52.50
		HD SUPPLY WATERWORKS LTD	TANDEM SETTERS	756.06
			CPLG PJCTS	65.98
			METER BOX COVER	33.33

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			000019	
			MTR TILES & BOXES, ADPTR R	572.84
			CPLGS	47.34
			1" TAPPER-LUPAKO	139.50
			ADAPTER RING, METER BOX	143.10
			PVC GLUE	5.70
			PILOT DRILL	27.33
		PRECISION AUTO & TIRE SERVICE LLC	# 52 OIL CHANGE	34.95
		CARD SERVICES 4091	BIBS & JACKET- JUSTIN	99.98
		UNIFIRST CORPORATION	WATER DEPT UNIFORMS	23.28
			WATER DEPT FLOOR MATS	5.00
			WATER DEPT UNIFORMS	28.04
			WATER DEPT FLOOR MATS	5.00
			WATER DEPT UNIFORMS	28.04
			WATER DEPT FLOOR MATS	5.00
		DATA COMM INC	FAX MACHINE REPAIR	46.33
		GS ROBINS & CO	DRUM RETURNS	624.00-
			HYDROFLUOSILICIC, HYPOCHLO	810.10
		SUBSURFACE INSTRUMENTS INC	LD-12 REPAIR, CLEAN, CALIB	294.10
			TOTAL:	9,008.98
Sewer	Sewer Fund	VANDEVANTER ENGINEERING	FLOATS	673.86
		MEAD O'BRIEN INC	LIQUID LEVEL CONTROLS/INTE	744.86
		ECC SUPPLY	SUBMERSIBLE TRANSDUCER	375.61
		EZARD'S ACE HARDWARE	PLUMBING SUPPLIES, HOSE CL	7.58
			HITCH PIN, SPD TERMS	23.77
			BATTERIES	9.54
			FASTENERS	7.44
			BATTERIES, DRILL BITS	229.96
			FASTENERS	2.12
			SPRY PAINT, QUIKRETE, COMP	40.81
		RP LUMBER INC	COIL CHAIN	97.99
			LOCKSET	14.99
		FASTENAL CO	SPRINGHOOKS	147.99
			DMNDBLDS	215.54
		FLEET ONE	SEWER FUEL	367.51
			SEWER FUEL	565.35
		HDR INC	HWY 42 SEWER	3,665.75
		MO ONE CALL SYSTEM INC	LOCATES	44.85
		HY-VEE FOOD & DRUG STORES INC	WORKER'S COMP	11.31
			WORKER'S COMP	88.07
		TALLMAN COMPANY	PVC	0.45
		NORTHERN SAFETY CO INC	GLOVES	52.67
		O'REILLY AUTO PARTS	ANTIFREZ, MOTOR OIL, WIPER	85.80
			BATTERY	71.46
			WIPER BLADES	51.96
			BRAKE CLEANER	13.96
			BATTERY	71.71
			BATTERY RETURN	12.00-
			MOTOR TRT	19.98
		LAWSON PRODUCTS INC	TUF-TORQ C/S, WASHERS, HEX	193.81
		CONSOLIDATED ELECTRICAL DISTR, INC	PVC, ELEC TAPE	55.21
			ELEC TAPE	51.60
			LONG NOSE PLIERS	35.40
			PVC, COND, LOCKNUT, PHOTOC	86.22
			SCREWDRIVER	6.54
			LGHT SWTCH, DPLX RCPT, HUB	7.34

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				000020
			STRIP, CONN	32.39
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT COCO, CREAM	58.15
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	NOV TREATMENT PLANT OPERAT	31,772.63
			NOV TREATMENT PLANT EXPANS	1,911.00
		BOWLING ELECTRIC MACHINE	CAPACITORS	279.00
		DULLE OVERHEAD DOORS INC	REMOTE	35.00
		HD SUPPLY WATERWORKS LTD	PVC PIPE & CEMENT	548.80
		PRECISION AUTO & TIRE SERVICE LLC	#64 TIRES	580.00
			#71 F350 IDLE AIR VLV, THR	187.27
			#71 OIL CHANGE	35.95
			#72 OIL CHANGE	34.95
		CARD SERVICES 4091	WORKBOOTS - NATHAN	139.99
			WORKBOOTS EXCHANGED-NATHAN	150.45-
			BIBS & JACKET - NATHAN	139.98
			WORKBOOTS, BIBS & JACKET-	279.97
			WORKBOOTS - SHAWN	129.99
			JACKET - TOM	69.99
		UNIFIRST CORPORATION	SEWER DEPT UNIFORMS	41.81
			SEWER DEPT FLOOR MATS	4.99
			SEWER DEPT UNIFORMS	41.02
			SEWER DEPT FLOOR MATS	4.99
			SEWER DEPT UNIFORMS	41.02
			SEWER DEPT FLOOR MATS	4.99
		DATA COMM INC	FAX MACHINE REPAIR	46.33
		GS ROBINS & CO	CAUSTIC SODA, HYPOCHLORITE	800.00
			TOTAL:	45,196.77
Ambulance	Ambulance Fund	WALMART COMMUNTIY BRC	MEDICAL SUPPLIES	44.06
		FLEET ONE	AMB FUEL	110.27
		STAPLES ADVANTAGE	INK CARTRIDGES	75.98
		ALLMED	MEDICAL SUPPLIES	36.90
			UNIFORM JACKETS	198.00
			MEDICAL SUPPLIES	262.47
		STAPLES ADVANTAGE	TONER	64.77
			TOTAL:	792.45
Lee C. Fine Airport	Lee C. Fine Airpor	WALMART COMMUNTIY BRC	SCRWDRVRS, DEEPSOCKTS, TAP	32.32
		FLEET ONE	LCF FUEL	51.28
		NAEGLER OIL CO	JET A FUEL	23,062.43
		PREFERRED AUTO RENTAL	COURTESY CAR	170.00
			TOTAL:	23,316.03
Grand Glaize Airport	Grand Glaize Airpo	WALMART COMMUNTIY BRC	AIR FLTRS, BLEACH, 409, TI	37.99
		EZARD'S ACE HARDWARE	BREAKER	3.99
		FLEET ONE	GG FUEL	101.88
		BWR CORPORATION	GG AIRPORT SEAL/MARKING	791.58
			TOTAL:	935.44

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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000021

===== FUND TOTALS =====

10	General Fund	42,390.57
20	Transportation	3,733.35
30	Water Fund	9,008.98
35	Sewer Fund	45,196.77
40	Ambulance Fund	792.45
45	Lee C. Fine Airport Fund	23,316.03
47	Grand Glaize Airport Fund	935.44

GRAND TOTAL: 125,373.59

TOTAL PAGES: 6

Submission Date: December 29, 2010

Submitted By: City Planner

Board Meeting Date: January 6, 2011

**City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET**

Description of Item:

Public Hearing – Allen and Jonna Scott -Voluntary Annexation

Names of Persons, Businesses, Organizations affected by this action:

The City, Allen and Jonna Scott.

Why is Board Action Required?

A public hearing is required by RSMo. Section 71.012.

Type of Action Requested (Ordinance, Resolution, Motion):

None.

Are there any deadlines associated with this action?

No action is required at this time.

Comments and Recommendation of Department:

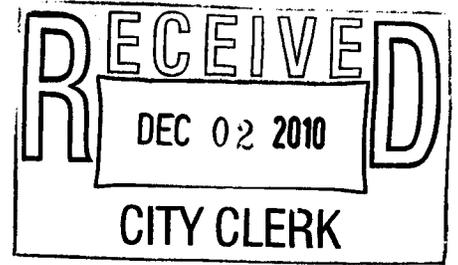
This is a request by Allen and Jonna Scott petitioning the City to annex property located along Missouri State Highway 42 in Miller County identified as Tract AA on the attached survey.

If no written objections to the proposed annexation are filed within fourteen days after the public hearing, the Board may adopt an ordinance annexing the property.

City Administrator Comments and Recommendation:

Concur with this request for a public hearing for petitioning to annex by Allen and Jonna Scott.

000023



PETITION REQUESTING ANNEXATION

We, the undersigned Allen Scott and Jonna Scott, husband and wife, hereinafter referred to as the Petitioners, for our petition to the Board of Aldermen of the City of Osage Beach, Missouri, state and allege as follows:

1. That we are the owners of all fee interests of record in the real estate in Miller County, Missouri, as described. (Attach legal description.)
2. That the said real estate is not now a part of any incorporated municipality.
3. That the said real estate is contiguous to the existing corporate limits of the City of Osage Beach, Missouri.
4. That we request that the said real estate be annexed to, and be included within the corporate limits of the City of Osage Beach, Missouri as authorized by the provisions of Section 71.012, RSMo.
5. That we request that the Board of Aldermen of the City of Osage Beach to cause the required notice to be published and to conduct the public hearing required by law and to thereafter adopt an ordinance extending the limits of the City of Osage Beach to include the real estate as described.

Dated this 18th day of November, 20 10.

/s/ Allen Scott
Name

435 Hwy. 42 Kaiser, Mo 65047
Address

/s/ Jonna Scott
Name

573-348-9070
Phone Number

INDIVIDUAL(S) ACKNOWLEDGEMENT

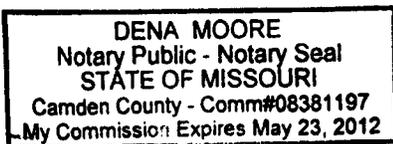
State of Missouri)
County of Camden)

On this 18th day of November, 20 10, before me, the undersigned notary public, personally appeared Allen & Jonna Scott known to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged that he/she/they executed the same as for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(Seal)

Dena Moore
Notary Public



CITY OF OSAGE BEACH
1000 CITY PARKWAY
OSAGE BEACH, MO 65065
573-302-2000 Phone – 573-302-0528 FAX

TRACT AA

A tract of land lying in part of the northeast quarter of Section 08, Township 39 North, Range 15 West, Miller County, Missouri and being more particularly described as follows:

"Commencing from the east quarter corner of Section 08, Township 39 North, Range 15 West and running North 01 degree 22 minutes 21 seconds West a distance of 2,110.81 feet to a point located on the centerline of a 40 feet wide easement; thence departing the said centerline and continuing North 01 degree 22 minutes 21 seconds West a distance of 20.00 feet to the southeast corner of a tract of land recorded in Book 2008, Page 5965 as located on the northerly right-of-way of the said 40 feet wide easement; thence departing the said right-of-way North 00 degrees 17 minutes 05 seconds East along and with the east line of the said tract of land a distance of 81.0 feet to the northeast corner of the said tract of land and marking the southeast corner of a tract of land described in Book 374, Page 140; thence departing the said east line of the tract of land recorded in Book 2008, Page 5965 and continuing North 00 degrees 17 minutes 05 seconds East along and with the east line of the said tract of land recorded in Book 374, Page 140 a distance of 51.0 feet marking the northeast corner of the said tract of land and marking the southeast corner of a tract of land recorded in Book 328, Page 102; thence departing the said east line of the tract land recorded in Book 374, Page 140 North 00 degrees 15 minutes 29 seconds East along and with the east line of the said tract of land recorded in Book 328, Page 102 a distance of 111.71 feet to an existing iron pin marking the northeast corner of the said tract of land for the POINT OF BEGINNING; thence departing the said east line North 89 degrees 43 minutes West (record plat = North 89 degrees 42 minutes 56 seconds West) along and with the north line of the said tract of a land a distance of 132.63 feet to an existing iron pin marking the northwest corner of the said tract land as located on the easterly right-of-way of a 40 feet wide easement; thence departing the said north line and said easterly right-of-way South 89 degrees 29 minutes West a distance of 40.11 feet to an existing iron pin located on the westerly right-of-way of the said easement and marking the northeast corner of a tract of land recorded in Book 2004, Page 7546; thence departing the said westerly right-of-way North 89 degrees 46 minutes West (record deed = North 89 degrees 45 minutes 51 seconds West) along and with the north line of the said tract of land a distance of 133.22 feet to an existing iron pin marking the northwest corner of the said tract of land as located on the easterly right-of-way of a 40 feet wide road known as Kaiser Road; thence departing the said north line and said easterly right-of-way continuing North 89 degrees 46 minutes West a distance of 20.52 feet to a point located on the centerline of the said road; thence North 13 degrees 07 minutes East (record plat = North 13 degrees 07 minutes 24 seconds East) along and with the said centerline a distance of 263.05 feet to a point located on the southerly right-of-way of Missouri State Highway No. 42; thence departing the said centerline along and with the said southerly right-of-way the following two (2) bearings and distances: (1) South 89 degrees 45 minutes East (record deed = South 89 degrees 44 minutes 31 seconds East) a distance of 20.52 feet to an existing iron pin located on the easterly right-of-way of said Kaiser Road and (2) thence departing the said easterly right-of-way and continuing South 89 degrees 45 minutes East 166.36 feet to an existing iron pin located on the easterly right-of-way of a 24 feet wide easement for ingress and egress; thence

departing the said southerly right-of-way South 00 degrees 15 minutes 29 seconds West along and with the said easterly right-of-way a distance of 234.00 feet to an existing iron pin; thence South 89 degrees 44 minutes 31 seconds East a distance of 81.00 feet to an existing iron pin located on the west line of a tract of land recorded in Book 194, Page 441; thence South 00 degrees 15 minutes West (record deed = South 00 degrees 15 minutes 29 seconds West) along and with the said west line a distance of 22.03 feet, returning to the point of beginning."

Subject to the right-of-way of Missouri State Highway No. 42, two 40 feet wide easements, a 40 feet wide road known as Kaiser Road and to any other rights-of-way, easements or restrictions of record.

The basis of bearings for the above description is the call of South 89 degrees 46 minutes East along the north line of a tract of land recorded in Deed Book 2004, Page 7546 at the Miller County Recorder's Office, as located in part of the northeast quarter of Section 08, Township 39 North, Range 15 West, Miller County, Missouri.

"TRACT AA" is for identification purposes only and is not part of the above description.

END OF DESCRIPTION

Submission Date: December 20, 2010

Submitted By: City Engineer

Board Meeting Date: January 6, 2011

**City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET**

Description of Item:

Bill 11-01 - Request to amend the 2010 Budget by allocating an additional \$25,074 to Utility Relocates 20-00-773111 for the Utility Relocates on Zebra/Stewart Road Improvements

Names of Persons, Businesses, Organizations affected by this action:

AmerenUE and their customers, citizens, residents along Stewart Drive and Zebra Road, staff

Why is Board Action Required?

Board Action required for approval of ordinance

Type of Action Requested (Ordinance, Resolution, Motion):

Request first and second readings of Bill 11-01.

Are there any deadlines associated with this action?

AmerenUE has moved their utilities and would like to be paid.

Comments and Recommendation of Department:

During the July 22, 2010 Board of Aldermen Meeting, the Engineering Department presented an item to pay AmerenUE for their Utility Relocates along Stewart Drive and Zebra Road since they had easements. The estimated cost of the utility relocates was \$82,000. AmerenUE proceeded to do this work on a cost plus basis. At the July 22, 2010, the engineering department was authorized on a not to exceed basis of \$100,000.

The work that AmerenUE did was actual cost and the original cost was an estimated value from their engineering department. We have received the bills from AmerenUE. They total \$125,074. There was some extra work done for this which included moving a street light.

The additional \$25,074 needed for this item can come out of the self restricted funds for Hatchery Road. There maybe some cost savings for the utility relocates in the 2011 Budget but it is unknown at this time.

The Engineering Department recommends approval of the budget amendment. A first and second reading is requested.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Engineer.

BILL NO. 11-01

ORDINANCE NO. 11.01

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE 09.52 ADOPTING THE 2010 ANNUAL BUDGET, TRANSFERRING APPROPRIATIONS FOR NECESSARY EXPENSES.

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

Section 1. That the 2010 Annual Budget adopted as Ordinance 09.52 is hereby amended by appropriating an additional \$25,074 to line item 20-00-773111 designated as Utility Relocates:

	Original item	Amended Item
20-00-773111 Utility Relocates	\$100,000	\$125,074

Section 2. In all other respects the 2010 Annual Budget adopted in Ordinance No. 09.52 remains in full force and effect.

Section 3. That this Ordinance shall be in full force and effect upon date of passage.

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No.11.01 was duly passed on _____, 2011 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: _____ Nays: _____

Abstentions: _____ Absent: _____

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby APPROVE Ordinance 11.01.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: December 29, 2010

Submitted By: City Engineer

Board Meeting Date: January 6, 2011

**City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET**

Description of Item:

Approval of Ordinance 11-02 to award A/E Services Contract No. AEOB11-001 Design of Sidewalk Improvements along Osage Beach Parkway (From Hatchery Road to Beach Drive)

Names of Persons, Businesses, Organizations affected by this action:

Citizens, Businesses, Visitors to the area, Missouri Department of Transportation, and City Staff

Why is Board Action Required?

The procurement will exceed \$5,000.

Type of Action Requested (Ordinance, Resolution, Motion):

Approval of Ordinance

Are there any deadlines associated with this action?

The design for the sidewalk improvements must be done by Oct of 2011 for the enhancement funds. In order to meet that deadline, we need to start the design.

Comments and Recommendation of Department:

This is to award to design services for the sidewalk improvements along Osage Beach Parkway from Osage Beach Elementary to Beach Drive. This sidewalk will include a pedestrian crossing at the Wal-Mart signalized intersection.

The City was selected to receive enhancement funds for sidewalk improvements along Osage Beach Parkway. In order to receive these funds, we have to complete the design of the sidewalk improvements.

We have done work with HR Green in the past with good results. We have negotiated the price at \$88,028.90. The budgeted amount for this project was \$100,000. Funds are available under 20-00-773100 Engineering in the amount of \$268,946.

The Engineering Department recommends award of the contract to HR Green in the not to exceed amount of \$88,028.90. A first and second reading is requested.

City Administrator Comments and Recommendation:

BILL NO. 11-02

ORDINANCE NO. 11.02

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE A/E SERVICES CONTRACT NO. AE0B11-001 FOR DESIGN OF SIDEWALK IMPROVEMENTS ALONG OSAGE BEACH PARKWAY FROM HATCHERY ROAD TO BEACH DRIVE WITH HDR ARCHER.

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

Section 1. That the Board of Aldermen of the City of Osage Beach has determined it is in the best interest of the City to authorize the Mayor to execute the A/E Services Contract No. AEOB11-001 for design of sidewalk improvements along Osage Beach Parkway from Hatchery Road to Beach Drive with HDR Archer.

Section 2. That the Board of Aldermen agrees to the terms and conditions as set out in the attached A/E Services Contract AEOB11-001 and hereby authorizes the Mayor to execute same on behalf of the City of Osage Beach.

Section 3. That this Ordinance shall be in full force and effect upon date of passage.

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 11.02 was duly passed on _____, 2011 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: _____

Nays: _____

Abstentions: _____

Absent: _____

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby APPROVE Ordinance 11.02.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
A/E SERVICES CONTRACT NO. AEOB11-001
FOR THE
DESIGN OF SIDEWALK IMPROVEMENTS ALONG OSAGE BEACH
PARKWAY (FROM HATCHERY ROAD TO BEACH DRIVE)**

THIS IS AN AGREEMENT effective as of _____, _____ (“Effective Date”) between

THE CITY OF OSAGE BEACH A FOURTH CLASS MUNICIPALITY IN THE STATE OF MISSOURI (“Owner”)

and HOWARD R. GREEN COMPANY (“Engineer”).

Owner intends to improve Osage Beach Parkway, a City-owned arterial roadway, by constructing new sidewalks to current American with Disabilities Act (ADA) guidelines and standards between Hatchery Road and Beach Drive, a distance of about 4,000 feet. The project will include modifying existing traffic signals located at the intersection of Osage Beach Parkway and Walmart, and modifications of various commercial and residential residences located within the existing rights of way, to provide acceptable grades and slopes conforming to ADA requirements. It is anticipated that all proposed improvements will be made within the existing right of way to eliminate the need to acquire temporary or permanent easements (or additional rights of way). New retaining walls will be constructed where necessary to ensure the improvements remain within existing rights of way. It is proposed to enter into an agreement with the ENGINEER to provide professional design services for the proposed project.

Owner and Engineer agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Exhibit C.

C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements,

programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

3.02 Time for Completion

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and

amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

ARTICLE 4 - INVOICES AND PAYMENTS

4.01 Invoices

A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.

D. *Legislative Actions.* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. Subject to the standard of care set forth in paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Engineer and Owner shall comply with applicable Laws and Regulations and Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.

F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.

G. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition) unless both parties mutually agree to use other General Conditions by specific reference in Exhibit J.

H. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

I. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

J. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

6.02 Design without Construction Phase Services

A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

6.03 Use of Documents

A. All Documents are instruments of service in respect to this Project, and are considered the property of the City of Osage Beach and shall be delivered to the City upon completion of the project.

B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project, extensions

of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Owner shall not create any rights in third parties.

F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and Engineer's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by Owner which are applicable to the Project.

C. Owner shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of paragraph 5.04 of the "Standard General Conditions of the Construction Contract," (No. C-700, 2002 Edition) as prepared by the Engineers Joint Contract Documents Committee and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.

F. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension.

By Owner: Owner may suspend the Project upon seven days written notice to Engineer.

By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.

B. Termination. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination.* The terminating party under paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of paragraph 6.03.E.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.07 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this paragraph 6.07.C shall appear in the Contract Documents.

6.08 Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of non-binding mediation or other provisions of this Agreement, or exercising their rights under law.

6.09 Environmental Condition of Site

A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners,

agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by Owner and Engineer in Exhibit I, "Allocation of Risks," if any.

B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

C. *Environmental Indemnification.* In addition to the indemnity provided under paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the

other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 Miscellaneous Provisions

A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings

indicated in the text above or in the exhibits; in the following provisions; or in the "Standard General Conditions of the Construction Contract," prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition):

1. *Additional Services*--The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.

2. *Basic Services*--The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1, of this Agreement.

3. *Construction Cost*--The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

4. *Constituent of Concern*--Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

5. *Consultants*--Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

6. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media

format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

7. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

8. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

9. *Reimbursable Expenses*--The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.

10. *Resident Project Representative*--The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

11. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

12. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

- A. Exhibit A, "Engineer's Services," consisting of 5 pages.
- B. Exhibit B, "Owner's Responsibilities," consisting of 2 pages.
- C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 2 pages.
- D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," **NOT USED**
- E. Exhibit E, "Notice of Acceptability of Work," **NOT USED**
- F. Exhibit F, "Construction Cost Limit" **NOT USED**
- G. Exhibit G, "Certificate of Insurance", consisting of 2 pages.
- H. Exhibit H, "Dispute Resolution," **NOT USED**
- I. Exhibit I, "Allocation of Risks," **NOT USED**
- J. Exhibit J, "Special Provisions," **NOT USED**
- K. Exhibit K, "Amendment to Standard Form of Agreement," **NOT USED**
- L. Exhibit L, "Fee Estimate" consisting of 4 pages

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 24 inclusive, together with the exhibits identified above and the fee estimate) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:

THE CITY OF OSAGE BEACH MISSOURI

By: the Honorable Penny Lyons

Title: Mayor

Date Signed: _____

Address for giving notices:

1000 City Parkway

Osage Beach, Missouri 65065

Designated Representative (see paragraph 8.03.A):

Mr. Nicholas Edelman, PE

Title: City Engineer

Phone Number: 573-302-2000 Ex. 297

Facsimile Number: 573-302-2039

E-Mail Address: nedelman@osagebeach.org

Engineer:

HOWARD R. GREEN COMPANY

By: Richard J. Cammarata, P.E.

Title: Vice President, Area Manager

Date Signed: _____

Engineer License or Certificate No. 2002006608

State of: Missouri

Address for giving notices:

16020 Swingley Ridge Road, Suite 120

Chesterfield, Missouri 63017

Designated Representative (see paragraph 8.03.A):

Jason Dohrmann, P.E.

Title: Project Manager

Phone Number: 636-812-4209

Facsimile Number: 636-519-0996

E-Mail Address: jdohrmann@hrgreen.com

This is **EXHIBIT A**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, 2011.

ENGINEER'S SERVICES

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

SCOPE

In order to meet the goals and objectives of the project, the Engineer will provide the following:

TITLE I SERVICES - STUDY AND REPORTS

1. Project Management/Start-Up Costs – Services specifically included in the administrative portion of the project are the following:
 - a. Project management / administrative costs to cover the preparation of the scope, fee, creation and execution of the contract, subcontracts, schedule, and concepts and estimates for funding applications.
 - b. Project management / administrative costs to cover monthly invoices to City. Invoices will be submitted monthly for the duration of the preliminary design phase. (Assumed to be three (3) times during preliminary design.)
 - c. Coordination with Client to identify major goals of the project and set direction for each party involved in the project. This coordination will also take place in a face to face kick-off meeting between the project manager and the client representative. Meeting minutes will be taken.
2. Topographic Surveys and Right of Way Surveys – Based on the guidelines and recommendations given by the Owner, HR Green will provide the following:
 - a. Topographic and design surveys. Deliverables and methodology will include:
 1. All existing topographic items within the specified corridor starting at the edge of existing pavement and ending at the existing green space, or a distance of 60-feet, whichever is greater, and including all existing drainage structures, utilities visually located above ground, and other pertinent features including, but not limited to: trees (over 3 inches in diameter / type and size), mailboxes, utility valves and meters, utility poles, edge of pavement and type, driveway pavement and jointing, type of driveway pavement, identifying corner of each structure, all ridges or valleys or any other breakline necessary for an accurate Digital Terrain Model (DTM) of the project, and all other pertinent existing features which may affect the proposed design.
 2. Topographic survey shots of a density to produce accurate roadway cross-sections at 50-foot intervals (or 25-foot intervals where retaining walls are suspected.)
 3. ASCII file containing all points, elevations, and descriptions of all shots taken
 4. CAD file (Microstation format) containing all of the above information, processed to MoDOT standard symbology, and in the State Plane coordinate system.
 - b. Right of Way Surveys. Deliverables and methodology will include:
 1. Establish the existing centerline and existing right of way for Osage Beach Parkway. No adjacent property information will be provided.
 2. Locate all available right of way monuments and property corners/pins as necessary to determine existing right of way.
 3. Develop a CAD file (Microstation format) containing all of the above information, processed to MoDOT standard symbology, and in the State Plane coordinate system.

- c. Establish Vertical and Horizontal Control. Establish necessary vertical and horizontal control points in the field and complete a reference point sheet for the plans.
3. Preliminary Design – The Engineer will perform the following duties associated with the preliminary design of the project. Preliminary design is defined as thirty percent (30%) completion of the project. Specific tasks included with this phase of work include:
- a. Create a cover sheet for the project plan set.
 - b. Establish a horizontal sidewalk alignment and a vertical profile of the sidewalk where not controlled by Osage Beach Parkway.
 - c. Generate preliminary cross sections (for internal use) and determine limits of construction.
 - d. Determine any locations where the proposed sidewalk improvements cannot be constructed exclusively (including grading) within the existing right of way.
 - e. Determine feasibility of using retaining walls versus acquiring easements from adjacent property owners. If an easement is required, a supplemental agreement will be executed (on a per parcel basis) between the City and HR Green for additional right of way research and exhibit preparation.
 - f. Generate Plan/Plan sheets of the project at 20 scale.
 - g. Develop a preliminary sidewalk profile sheet. Profiles will be given where the sidewalk grade is not controlled by Osage Beach Parkway. Profile sheets will be developed with a scale of 1 inch equal to 5 feet vertically and 1 inch equal to 20 feet horizontally.
 - h. Develop preliminary typical section sheets.
 - i. Prepare a preliminary cost estimate of the improvements based on the preliminary design.
 - j. Submit Preliminary Plans for review (to MoDOT and City)
 - k. Revise Preliminary Plans and Re-submit.
4. General Coordination – HR Green will coordinate the preliminary design with the following agencies:
- a. MoDOT Jefferson City (District 5) staff.
 - b. Missouri Department of Natural Resources, in the form of a Section 106 permit for archaeological / historical clearances in conjunction with the federal funding for the project.
 - c. A general assumption is made that this project will qualify as a Programmatic Categorical Exclusion through MoDOT for required environmental clearances. The scope therefore excludes the preparation of documents to this effort.

TITLE II SERVICES - DESIGN SERVICES

1. Drainage Design – For the purposes of this project, it is assumed that a formal drainage design will not be required as existing drainage facilities can be used with minimal modification. It is assumed that this project will not result in an increase in impervious pavement area and drainage areas will not be impacted. Therefore, modification of drainage facilities will be excluded from this contract.
2. Project Management/Start-Up Costs – Services specifically included in the administrative portion of the project are the following:
 - a. Project management / administrative costs to cover monthly invoices to City. Invoices will be submitted monthly for the duration of the preliminary design phase. (Assumed to be three (3) times during preliminary design.)
 - b. Coordination with Client to provide project status updates and work through design issues as they arise. This coordination will also take place in a face to face meetings between the project manager and the client representative. It is assumed that three (3) meetings will be held during the final design phase of the project. Meeting minutes will be taken.
3. Final (Construction) Plans – HR Green will prepare construction plans that conform to the City of Osage Beach Design Guidelines, the Missouri Department of Transportation (MoDOT) Engineering Policy Guide, and MoDOT's Local Public Agency Manual. The tasks for this phase shall include the preparation of the following:

- a. Final adjustment of the horizontal and vertical alignment – changes made to alignments based on comments received from design reviews internally by the City and/or externally by MoDOT.
 - b. Conduct field check to verify all existing topography. Field check will also include verification that proposed design features are constructible and practical. Update plans with any improvements since initial surveys.
 - c. MoDOT and City personnel will be urged to be present on field check so that all parties understand the field limitations and rationale for certain design decisions.
 - d. Finalize Cover Sheet to reflect any changes necessary for the Construction Plans.
 - e. Reference tie sheet with benchmarks, control points, and centerline PC/PI/PT's with coordinates, descriptions, and elevations.
 - f. Finalize typical sections. Incorporate final changes and provide additional notes and details as necessary for the construction plans.
 - g. Finalize Plan/Plan sheets. Incorporate final changes and provide additional notes and details as necessary for the construction plans.
 - h. Finalize Sidewalk Profile Sheet: Incorporate final changes and provide notes and details as necessary for the construction plans.
 - i. Signal Plan Sheets will be developed for each traffic signal requiring modifications to install pedestrian signal indications. It is estimated that one (1) signal will be modified – at Osage Beach Parkway / Walmart.
 - j. Signal Quantity Sheets will be developed in accordance with MoDOT procedures. A Modified D-37/D-38 sheet will be included for the intersection where the signal is being modified to provide pedestrian signal indications. Each sheet will be developed on a scale of 1 inch equal to 10 feet horizontally.
 - k. Modular Block Retaining Wall Plans will be developed. Plans will include plan view of wall and possible profile of top and bottom of wall with enough detail for contractor to bid on. However, design of wall straps, drainage, footing, etc. will be the responsibility of the contractor.
 - l. Signing Adjustment Plans – details will be included to include modifications to existing ground mount signs as necessary for construction of the sidewalk. This work will appear on the plan sheets.
 - m. Pavement marking modifications will be determined. This will include intersections where new crosswalks will need to be striped or where stop bars need to be removed and re-striped to account for crosswalks.
 - n. Traffic Control Plans will be developed in accordance with the MoDOT Engineering Policy Guide and the Manual on Uniform Traffic Control Devices. The traffic control plan will include standard detail sheets for field application.
 - o. General Sidewalk and Curb Ramp Detail Sheets will be developed.
 - p. Quality assurance and quality control will be performed to maintain a system of checks and balances.
4. Quantities, Specifications, and Estimates – HR Green will prepare construction documents for the bidding of the project, including:
- a. Project Manual. HR Green will use existing City of Osage Beach front end documents and MoDOT's standard specifications and modify them as needed to conform to the requirements of this project.
 - b. Tabulate quantities and separate them by sheet.
 - c. Prepare a summary sheet of the all quantities (A-Sheet)
 - d. Engineer's opinion of probable construction cost at completion of both preliminary and final design (otherwise known as Engineer's Estimate). Prepare probable construction cost estimate using representative costs from the Lake Area from the past 3-5 years for similar projects with similar scopes and magnitudes of quantities.
 - e. Revise the City front end specifications.
 - f. Review MoDOT's standard specifications and create job special provisions as necessary.
 - g. Complete quality assurance and quality control – Complete a final review of the final plan submittal against the bid documents and specs.

5. Bidding Services – HR Green will assist with bidding duties in the following manner:
 - a. Assemble bidding packages – 30 ½-size plan sets (11x17) and specifications
 - b. Answer staff and bidder questions during the bidding process.
 - c. Attend bid opening.
 - d. Prepare bid abstract and assist in award of construction contract.
 - e. Perform bidder qualification check.
 - f. Prepare recommendation to owner for award of construction contract to the apparent qualified low bidder.

TITLE III SERVICES – WORK OF INDETERMINATE SCOPE

1. Right of Way Acquisition Services – For the purposes of this project, it is assumed that all new construction will be made within existing public right of way. No Right of Way Acquisition services are included in this scope of services. If after preliminary design of the project, it is determined that easements or right of way must be acquired, right of way acquisition will be included in a supplemental agreement.
2. Construction Phase Services – In conjunction with the construction of the project, HR Green will assist in the following tasks (as required):
 - a. Attend pre-construction conference
 - b. Create and transmit electronic files for survey stakeout.
 - c. Receive, review and determine acceptable contractor construction schedule
 - d. Make one site visit to observe construction practices and progress.
 - e. Provide issue clarification and interpretation.
 - f. Review shop drawings, samples, and other items required for approval by the City during the construction process.
 - g. Perform a “substantial complete” inspection of the project and make a statement as to our judgment whether the project is complete.

SCHEDULE OF COMPLETION

The schedule of completion for each phase of work shall be as specified below:

1. Title I Services: The preliminary design phase (including the completion of surveys and Preliminary Plans) shall be completed within ninety (90) Calendar days of HR Green’s receipt of the executed contract / Notice to Proceed.
2. Title II Services: Final bidding documents shall be submitted to the City and MoDOT within 60 days of receipt of final comments and approval of the Preliminary Plans.
3. Title III Services: Services shall commence upon issuance of the Notice of Award of the construction contract and shall be deemed complete upon the issuance of the Notice of Final Acceptance to the construction contractor.

SUBCONTRACT SERVICES

As a part of the professional services described herein, HR Green will arrange for the performance of the below elements of the Scope of Services under subcontract with an approved firm that specializes in the provisions of said services:

1. Topographic and Design Surveys will be performed by Engineering Surveys and Services, (hereafter referred to as ESS), of Jefferson City, Missouri. The Scope of Services for the topographic and right of way surveys is found in Title 1 Services, Task 2.

DELIVERABLES PROVIDED BY CLIENT

In order to assist HR Green in the provision of professional services, the Client will provide:

1. The name of the representative from the City to whom HR Green will report and from whom HR Green will receive review comments, instructions, directions, and authorizations.
2. Any and all existing data concerning the project that may be available.

DELIVERABLES PROVIDED BY HR GREEN COMPANY

In undertaking and accomplishing these services, HR Green will provide the following:

1. The services of all professionals and technical personnel required for the performance of the services described under the Scope of Services above.
2. Three (3) ½-size (11x17) copies of Preliminary Plans at a 30% design stage, for review.
3. Three (3) ½-size (11x17) copies of Construction Plans at a 90% design stage, for review.
4. Thirty (30) ½-size (11x17) copies of Final Construction Plans, Specifications, and bidding documents, for bidding purposes.
5. Two (2) Compact Disks (CD) containing all drawing files will be provided at the conclusion of the design portion of the project. CADD deliverables will be provided in AutoCAD format on CD.

EXCLUSIONS TO THIS CONTRACT

The following items are hereby excluded from this scope of work:

1. Structural analysis or design of Cast-In-Place concrete retaining walls
2. Erosion Control Plans
3. Landscape Architecture design services or landscaping plans.
4. Right of Way Acquisition Services
5. Condemnation proceedings during Right-of-way negotiations.
6. Wetland Mitigation / Soil Mitigation Plan.
7. Archeological / Historical / Cultural Exploration.
8. Geotechnical Engineering / Subsurface Investigations.
9. Title searches or Easement Search Records (ESR's) for any parcels within corridor.
10. Streetlight design or layout, or the design or layout of conduit for proposed streetlights
11. Multiple bid packages (i.e. It is assumed that the construction of sidewalks on Osage Beach Parkway will be completed under one bid package)
12. Drainage design
13. Right of way lines or parcel names for adjacent parcels to Osage Beach Parkway right of way
14. Utility exploration or design or required utility relocations.

END OF EXHIBIT A

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, 2011.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Zoning, deed, and other land use restrictions.
 2. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 3. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 4. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires ascertaining how or for what purpose Contractor has used the moneys paid.
 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- L. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- M. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference; bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.

END OF EXHIBIT B

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____, 2011.

PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2--Owner's Responsibilities

Compensation for Basic Services shall be paid on the following basis:

Title I - Study and Report: Payment for Title I design services shall be paid for on a Lump Sum basis, wherein the amount invoiced will be based on the estimated percentage of engineering services rendered and expenses incurred through the respective invoiced period.

Title II - Design Services: Payments for Title II design services shall be paid on a Lump Sum basis, wherein the amount invoiced will be based on the estimated percentage of engineering services rendered and expenses incurred through the respective invoiced period.

Title III - Work of Indeterminate Scope: Payments shall be made on a cost plus fixed fee Not-to-Exceed basis, wherein costs will be paid based upon the fully grossed up labor costs, travel and per diem costs, subcontract costs, and materials costs as established herein.

Establishment of Compensation Rate and Amounts:

Cost Plus Fixed Fee Work: Work of unknown or interminable scope will be accomplished on a cost plus fixed fee not to exceed basis. Such cost shall be determined on the basis of hourly work accomplished at the gross labor rates established herein plus compensation for subcontracted work, laboratory or field testing of materials or products, survey work, and other approved extra work.

Allowable markups shall be as follows:

Base Hourly Wage for each employee on the project as established

Payroll (Labor Costs) Overhead Burden	44.27%
General Administrative Overhead Burden	115.20%
Profit - Not to Exceed	12.00 %

Gross Hourly Rate to be computed thusly:

$$\begin{aligned} &[\text{Base Rate} * (1 + \text{Payroll Overhead Factor} + \text{Gen. Admin. Overhead Factor})] * (1 + \text{Profit}) = \\ &[\text{Base Rate} * (1 + 0.4427 + 1.1520) * 1.12] = \\ &[\text{Base Rate} * 3.114] \end{aligned}$$

1. Travel Costs shall be computed at actual miles traveled times \$0.51/mi plus cost of lodging and per diem as established in the U. S. General Services Travel Guideline.
2. An estimated Cost - Not to Exceed shall be established for each work product or activity prior to the commencement of the work.

Gross Hourly Wage Rates shall be as indicated in the following table:

<u>Classification</u>	<u>Hourly Rate</u>
Principal-in-Charge	\$185.00
Senior Project Manager	\$175.00
Project Manager	\$150.00
Staff Engineer	\$ 98.00
Senior Engineering Technician	\$100.00
Administrative Assistant	\$ 54.00

Effective Contract Prices

- A. Title I - Study and Report:
1. Compensation for completion of the preliminary design work (Preliminary Plans) shall be accomplished on a LUMP SUM basis not to exceed the amount of **forty thousand, seven hundred forty eight dollars and no cents (\$40,748.00)**.
 2. A spreadsheet detailing work effort on a man-hour basis for each craft worker, subcontract cost, materials, and travels is provided in Exhibit "L".
- B. Title II - Design Services:
1. Compensation for design services to complete the Final Design Plans (PS&E Submittal) shall be compensated on a LUMP SUM basis not to exceed amount of **forty three thousand, two hundred fifty five dollars and no cents (\$43,255.00)**.
 2. A spreadsheet detailing work effort on a man-hour basis for each craft worker, subcontract cost, materials, and travels is provided in Exhibit "L".
- C. Title III – Work of Indeterminate Scope:
1. Compensation for work of indeterminate scope, construction support and post construction activities shall be made on a cost plus fixed fee not to exceed basis. A spreadsheet detailing work effort on a man-hour basis for each craft worker, subcontract cost, materials, and travels is provided in Exhibit "L". Work items to be in accordance with those outlined in Exhibit A.
 2. Payment for Title III Services shall be made on a Cost Plus Fixed Fee Not-to-Exceed Price of **four thousand, twenty seven dollars and ten cents (\$4,027.00)**.

Total Contract Amount

TOTAL CONTRACT AMOUNT – The total contract amount, including Title I, Title II, and Title III services shall not exceed **Eighty Eight Thousand, Thirty Dollars and no cents (\$88,030.00)**.

Payments for services rendered will be made based upon a payment request submitted by the Engineer and approved by the City Engineer. Payments must be approved by the Board of Aldermen who meet on the first and third Thursdays of the month. It is respectfully requested that payment requests be received not later than the 15th of the month in order to assure payment approval at the first board meeting of the month. Such price and payment rendered shall be full compensation for the work performed to that date.

END OF EXHIBIT C

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____, 2011.

EXHIBIT G – CERTIFICATE OF INSURANCE

This is **EXHIBIT L**, consisting of 4 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____, 2011.

EXHIBIT L – FEE ESTIMATE

PROJECT NAME: Sidewalk Improvements (Hatchery Road to Bluf
PROJECT NUMBER: 75100017
CLIENT: City of Osage Beach
CLIENT CONTACT: Nicholas Edelman, P.E.
PROJECT MANAGER: Jason Dohrmann

SUMMARY OF COSTS		
Net Labor		\$ 70,737.00
Total Labor Hours	609.00	
Computer & Communication Fee		\$ -
Total Mileage		351.90
Total Materials & Supplies	940.00	
Materials & Supplies Plus Surcharge	0%	940.00
Total Subcontractor	16,000.00	
Subcontractor Plus Surcharge	0%	16,000.00
Subtotal		\$ 88,028.90
Contingency	0%	-
Total Project Cost		\$ 88,028.90

Submission Date: December 21, 2010

Submitted By: City Engineer

Board Meeting Date: January 6, 2011

**City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET**

Description of Item:

Acceptance of Quit-Claim Deed for transfer of Camden County's portion of Swiss Village Road between Burton Duenke Lane and City's portion of Swiss Village Road

Names of Persons, Businesses, Organizations affected by this action:

Citizens, Visitors to the area, Camden County Staff, and City Staff

Why is Board Action Required?

Acceptance of part of a street into City Inventory

Type of Action Requested (Ordinance, Resolution, Motion):

Motion to accept Quit Claim Deed

Are there any deadlines associated with this action?

The Public Works Department has to plow the County's portion of Swiss Village to get to the City's portion of Swiss Village.

Comments and Recommendation of Department:

The City should take over the part of Swiss Village Road that the County owns between Burton Duenke Lane and the City's portion of Swiss Village Road. The City will maintain Burton Duenke Lane per an agreement with MoDOT but we need to accept the portion between Burton Duenke Lane and our portion of Swiss Village Road to be consistent.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Engineer.

BILL NO. 11-03

ORDINANCE NO. 11.03

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ACCEPTING A PORTION OF SWISS VILLAGE ROAD AS A CITY STREET AS DESCRIBED IN SECTION 1.

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

Section 1. That the Board of Aldermen of the City of Osage Beach has determined it is in the best interest of the City to accept a portion of Swiss Village Road right of way described as follows:

A tract of land in the northwest quarter of the northwest quarter of Section 21, Township 39 North, Range 16 West, Camden County, Missouri, said tract being 40.0 feet wide, 20.0 feet each side of and parallel to the following described centerline more particularly described as beginning at the northeast corner of the northwest quarter of the northwest quarter of said Section 21, thence S01°16'18"W, along the east line of said quarter quarter, 293.98 feet, to the true point of beginning of said centerline; thence leaving said east line S66°29'30"W, 161.09 feet to the centerline of Lake Road 54-59 as described in Book 673, page 106, and the end.

Section 2. That the right of way described in Section 1 is hereby accepted.

Section 3. All ordinances or parts of ordinances in conflict with this ordinance are, in so much as they conflict with this ordinance, hereby repealed.

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 11.03 was duly passed on _____, 2011 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: _____

Nays: _____

Abstentions: _____

Absent: _____

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby APPROVE Ordinance 11.03.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

WB 0701-0048

000058

DONNIE SNELLING
CAMDEN COUNTY
RECORDER OF DEEDS

2010 DEC -7 A 10:05

PGS. 4 s 33

DEPUTY DM



QUIT-CLAIM DEED

This Indenture, made on the 30th day of November, 2010 A.D., by and between the **COUNTY OF CAMDEN, MISSOURI**, 1 Court Circle, Camdenton, Missouri 65020, grantor of the County of Camden, State of Missouri, party of the first part, and **CITY OF OSAGE BEACH, 1000 City Parkway, Osage Beach Missouri 65065**, grantee of the County of Camden, State of Missouri and **FOREVER QUIT CLAIM** unto the said parties of the second part, the following described lot, tract or parcel of land, lying, being and situated in the County of Camden and State of Missouri, to wit:

A tract of land in the northwest quarter of the northwest quarter of Section 21, Township 39 North, Range 16 West, Camden County, Missouri, said tract being 40.0 ft. wide, 20.0 ft. each side of and parallel to the following described centerline more particularly described as beginning at the northeast corner of the northwest quarter of the northwest quarter of said Section 21, thence S01°16'18"W, along the east line of said quarter quarter, 293.98 ft., to the true point of beginning of said centerline; thence leaving said east line S66°29'30"W, 161.09 ft., to the centerline of Lake Road 54-59 as described in Book 673, page 106, and the end.

TO HAVE AND HOLD THE SAME, with all the rights, immunities, privileges and appurtenance thereto belonging, unto the said party of the second part and unto their heirs and assigns forever, so that neither the said party of the first part nor their heirs nor any other person or persons, for the **COUNTY OF CAMDEN**, or in their name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS THEREOF, the said party of the first part has hereunto set their hand and seal the day and year above written.

De De

EXECUTION

(Please use **BLACK** ink only)

Signed and executed this 30th day of November, 2010.

COUNTY OF CAMDEN, MISSOURI

Carolyn F. Lorraine
Carolyn Lorraine, Presiding Commissioner

ACKNOWLEDGEMENT

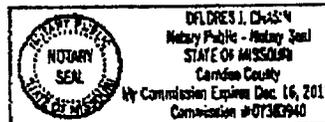
STATE OF MISSOURI)
) SS
COUNTY OF CAMDEN)

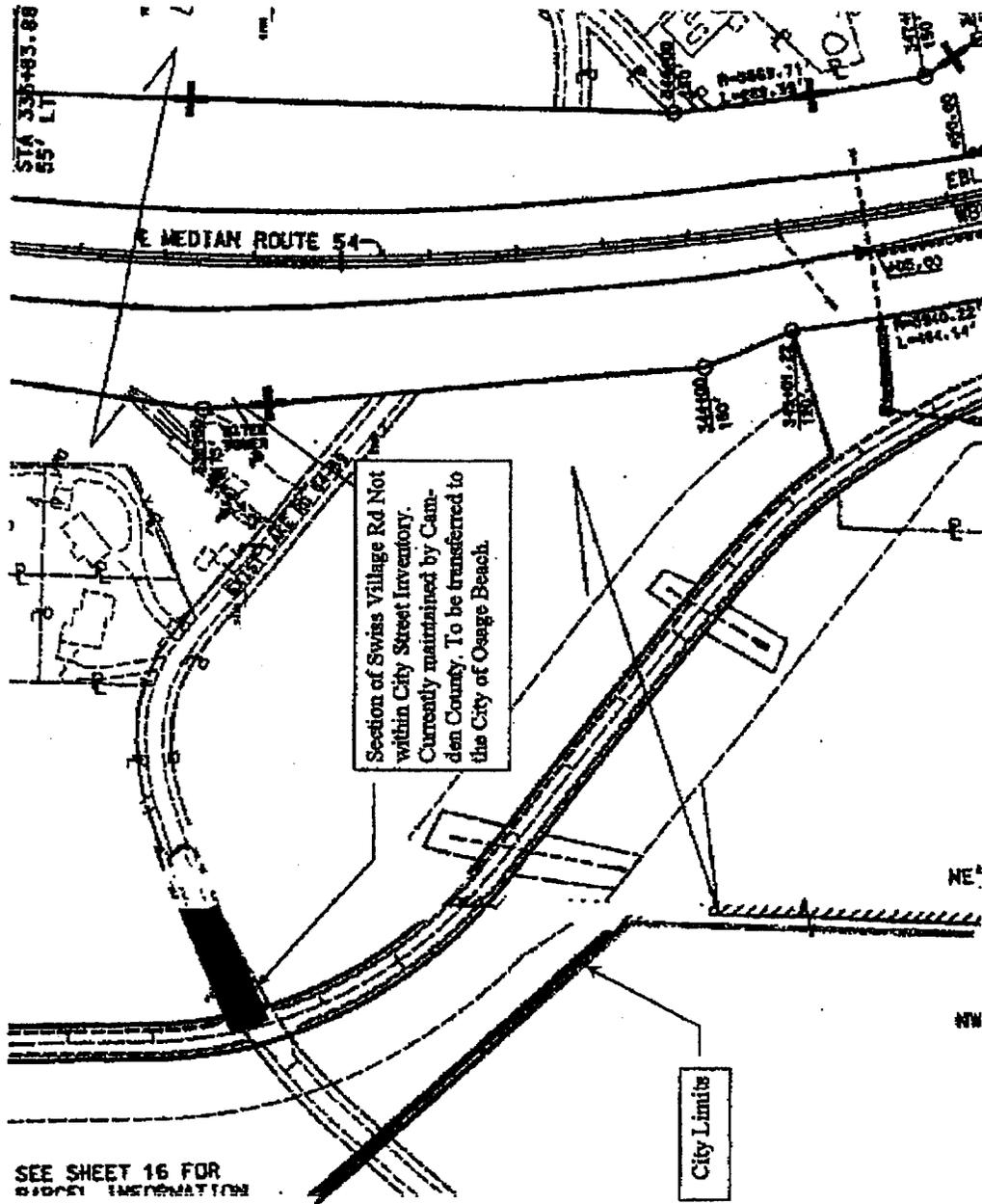
Before me, the undersigned authority, on this day personally appeared Carolyn Lorraine, Presiding Commissioner, County of Camden, Missouri, personally, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for her uses, purposes and considerations therein expressed as her free and voluntary act and deed.

Given under my hand and seal of office this 30th day of November, 2010.

Debra J. Clark
Notary Public

My Commission Expires: 12-16-2011





SEE SHEET 16 FOR
ADDITIONAL INFORMATION

WD 0701-0048

000061

Description for City of Osage Beach
40' r/w from Duenke Real Estate Holdings, L.L.C.

Word Disk 39

DESCRIPTION: A tract of land in the northwest quarter of the northwest quarter of Section 21, Township 39 North, Range 16 West, Camden County, Missouri, said tract being 40.0 ft. wide, 20.0 ft. each side of and parallel to the following described centerline more particularly described as beginning at the northeast corner of the northwest quarter of the northwest quarter of said Section 21, thence $S01^{\circ}16'18''W$, along the east line of said quarter quarter, 293.98 ft., to the true point of beginning of said centerline; thence leaving said east line $S66^{\circ}29'30''W$, 161.09 ft., to the centerline of Lake Road 54-59 as described in Book 673, page 106, and the end.

Submission Date: December 17, 2010

Submitted By: Mayor Penny Lyons

Board Meeting Date: January 6, 2011

**City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET**

Description of Item:

Appointment of City Representative to the Lake of the Ozarks Council of Local Governments (LOCLG).

Names of Persons, Businesses, Organizations affected by this action:

LOCLG, City of Osage Beach

Why is Board Action Required?

To appoint a City Representative to the LOCLG

Type of Action Requested (Ordinance, Resolution, Motion):

Motion

Are there any deadlines associated with this action?

No, but this is required by Article III, Organization of the Council, Item 3.2

Comments and Recommendation:

The Board of Directors shall comprise of twenty-one (21) individuals seated as follows: Each County shall have a Board representative who shall be a member of the respective County Commission. The cities of Camdenton, Eldon, Lebanon, Osage Beach and Versailles shall have a Board representative who shall be a member of the respective governing body or a staff employee of the jurisdiction.

The Council meets on the second Monday at 1:30 p.m. It is a two-year term.

Request the Board appoint a City Representative to the LOCLG.

Submission Date:

December 28, 2010

000063

Submitted By:

Asst City Administrator

Board Meeting Date:

January 6, 2011

**City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET**

Description of Item:

Approval of two - 2011 scoreboard advertisement contracts.

Names of Persons, Businesses, Organizations affected by this action:

Citizens of Osage Beach, city staff

Why is Board Action Required?

Board Action required to approve contracts

Type of Action Requested (Ordinance, Resolution, Motion):

Motion to approve the American Family and the Mid Missouri Credit Union 2011 scoreboard advertising contracts.

Are there any deadlines associated with this action?

Yes. These are 2011 renewal contracts and staff would like to mail out signed copies of the contracts to American Family and Mid Mo Credit Union as soon as possible.

Comments and Recommendation of Department:

American Family and Mid Missouri Credit Union have both renewed their park advertising contracts for the 2011 fiscal year for a total of \$2,400 in fees (10-00-450450).

I recommend approval of the contracts.

City Administrator's Comments and Recommendation:

Concur with staff's recommendation.



City of Osage Beach

Osage Beach and Peanick Park Scoreboard Advertising
2011 Invoice/Contract

000064

Advertiser Information:

Contact Name Marlan Frank
 Company American Family Insurance
 Address 5897 Hwy 54
 City Osage Beach State MO Zip 65065
 Phone 573-348-5451 Fax _____
 Email gfran1@amfam.com
 Web Address _____

Billing Information:

Check if same as above

Company _____
 Address _____
 City _____ State _____ Zip _____
 Phone _____ Fax _____

Advertisement Details: (NEW Contracts ONLY)

Online Listing YES NO

Location Osage Beach City Park BB/SB Fields - Field # _____ 2 ft. X 8 ft.
Osage Beach City Park Soccer Fields - Field # 1 2 ft. X 10 ft.
Peanick Park BB/SB Fields - Field # _____ 2 ft. X 8 ft.

Artwork For new contracts, a general description of artwork is necessary and ALL artwork with logos, special designs, etc. must be supplied electronically in jpg., pdf., or similar file for production. Final artwork will be supplied to advertiser before going t

Artwork/Ad Materials Due ...COMPLETED...

Billing Details:

NEW Contract Renewal Contract

Month/Year Term January 1, 2010 - December 31, 2010

Cost \$ 1,200.00
 Design & Production \$ -
 Total Contract \$ 1,200.00

*Rec'd 12/20/10
H. Albertson*

► **Select pay option below & remit payment(s) accordingly. (pay options #2 & #3, additional billings will be mailed)**

Payment Option #1 - Pay in Full <input checked="" type="checkbox"/>	Total Due \$ <u>1,200.00</u>	Due Date <u>January 15, 2011</u>
Payment Option #2 - Two Pay* <input type="checkbox"/>	<i>First Payment:</i>	
<small>** Includes Payment Option Fee</small>	25% Down \$ <u>300.00</u>	
	Initial Artwork/Design \$ <u>-</u>	
	First Pay Due \$ <u>300.00</u>	Due Date <u>January 15, 2011</u>
	<i>Final Payment:</i>	
	Final Pay Due \$ <u>904.00</u>	Due Date <u>April 1, 2011</u>
Payment Option #3 - Three Pay* <input type="checkbox"/>	<i>First Payment:</i>	
<small>** Includes Payment Option Fee</small>	25% Down \$ <u>300.00</u>	
	Initial Artwork/Design \$ <u>-</u>	
	First Pay Due \$ <u>300.00</u>	Due Date <u>January 15, 2011</u>
	<i>Second Payment:</i>	
	Second Pay Due \$ <u>454.00</u>	Due Date <u>April 1, 2011</u>
	<i>Final Payment:</i>	
	Final Pay Due \$ <u>452.00</u>	Due Date <u>July 1, 2011</u>

Continued on back...

Terms of Agreement:

000065

1. Advertising space shall be on a first come, first served basis and shall be based on available space, product, ad copy and graphics.
2. Rates may be adjusted annually and contracted advertiser shall have first right of refusal or opportunity to enter into a new contract.
3. Advertising rates are due and payable to the City upon due dates specified, if no due date specified rates are due and payable with execution of contract.
4. For renewal contracts, amount is payable at execution of contract otherwise the City shall remove the advertisement for non-payment.
5. All advertising shall be commercial in nature and shall be approved by the City and the City reserves the right to refuse advertising.

MARLEN S. FRANK
Print Name & Title

Marlen S. Frank
Authorized Signature

12-20-10
Date

For internal use

Current Amounts Paid _____

Date _____

Payments Due (if applicable) _____

Date(s) _____

Ad Materials Rec'd by Ad completed and Installed *JA*

Date June 2009 / August 2009 *JA*

Ad Approved by Jeana Albertson

Date June 2009

Authorized City Representative Signature

Date _____

For office use only - Do Not Write Below this line.



City of Osage Beach

000066

Osage Beach and Peanick Park Scoreboard Advertising 2011 Invoice/Contract

Advertiser Information:

Contact Name Traci McCord
 Company Mid Missouri Credit Union
 Address P O Box 80
 City Ft Leonard Wood State MO Zip 65473
 Phone 573-348-0444 Fax 573-329-3917
 Email info@midmocu.com
 Web Address www.midmocu.com

Billing Information:Check if same as above

Company _____
 Address _____
 City _____ State _____ Zip _____
 Phone _____ Fax _____

Advertisement Details: (NEW Contracts ONLY)Online Listing YES NO

Location Osage Beach City Park BB/SB Fields - Field # _____ 2 ft. X 8 ft.
Osage Beach City Park Soccer Fields - Field # 2 2 ft. X 10 ft.
Peanick Park BB/SB Fields - Field # _____ 2 ft. X 8 ft.

Artwork For new contracts, a general description of artwork is necessary and ALL artwork with logos, special designs, etc. must be supplied electronically in jpg., pdf., or similar file for production. Final artwork will be supplied to advertiser before going t

Artwork/Ad Materials Due ...COMPLETED...**Billing Details:**NEW Contract Renewal Contract Month/Year Term January 1, 2010 - December 31, 2010

Cost \$ 1,200.00
 Design & Production \$ -
Total Contract \$ 1,200.00

► **Select pay option below & remit payment(s) accordingly. (pay options #2 & #3, additional billings will be mailed)**

*Rec'd 12/22/10
JAlbertson*

Payment Option #1 - Pay in Full <input checked="" type="checkbox"/>	Total Due \$ <u>1,200.00</u>	Due Date <u>January 15, 2011</u>
Payment Option #2 - Two Pay* <input type="checkbox"/>	<i>First Payment:</i>	
<small>** Includes Payment Option Fee</small>	25% Down \$ <u>300.00</u>	
	Initial Artwork/Design \$ <u>-</u>	
	First Pay Due \$ <u>300.00</u>	Due Date <u>January 15, 2011</u>
	<i>Final Payment:</i>	
	Final Pay Due \$ <u>904.00</u>	Due Date <u>April 1, 2011</u>
Payment Option #3 - Three Pay* <input type="checkbox"/>	<i>First Payment:</i>	
<small>** Includes Payment Option Fee</small>	25% Down \$ <u>300.00</u>	
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	Second Pay Due \$ <u>454.00</u>	Due Date <u>April 1, 2011</u>
	<i>Final Payment:</i>	
	Final Pay Due \$ <u>452.00</u>	Due Date <u>July 1, 2011</u>

Continued on back...

Terms of Agreement:

1. Advertising space shall be on a first come, first served basis and shall be based on available space, product, ad copy and graphics.
2. Rates may be adjusted annually and contracted advertiser shall have first right of refusal or opportunity to enter into a new contract.
3. Advertising rates are due and payable to the City upon due dates specified, if no due date specified rates are due and payable with execution of contract.
4. For renewal contracts, amount is payable at execution of contract otherwise the City shall remove the advertisement for non-payment.
5. All advertising shall be commercial in nature and shall be approved by the City and the City reserves the right to refuse advertising.

Traci McCord	<i>Signature on File</i>	
Print Name & Title	Authorized Signature	Date

For internal use

Current Amounts Paid _____	Date _____
Payments Due (if applicable) _____	Date(s) _____
Ad Materials Rec'd by <u>Ad completed and Installed</u>	Date <u>June 2009 / August 2009</u>
Ad Approved by <u>Jeana Albertson</u>	Date <u>June 2009</u>
_____	Date _____
Authorized City Representative Signature	

For office use only - Do Not Write Below this line.

Submission Date: December 27, 2010
Submitted By: City Engineer
Board Meeting Date: January 6, 2011

**City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET**

Description of Item:

Discussion on location of Zebra Road

Names of Persons, Businesses, Organizations affected by this action:

Citizens and visitors, Zebra Road residents, future contractors and suppliers, HR Green, City Staff

Why is Board Action Required?

The procurement will exceed \$5000.

Type of Action Requested (Ordinance, Resolution, Motion):

A motion to approve the location of Zebra Road

Are there any deadlines associated with this action?

HR Green needs appropriate direction in order to continue the design of the second phase of the contract.

Comments and Recommendation of Department Head:

Previous to the recent TIF request for the High Pointe Center property, Zebra Road was going to connect with Links Road and create a four-way, signalized intersection with Chef/Highway 54. This design resulted from the initial Public Infrastructure meeting. Initially, as a part of the agreement between MoDOT and the City whereby the City would take over Route 54, MoDOT agreed to move the existing signal at the center of the High Pointe Center (HPC) to the Zebra/Links intersection with Route 54. However, at this initial Public Infrastructure meeting, it was discussed that the High Pointe Property would be adversely affected by moving the signal. Because of this,

three options were presented to the Committee; a roundabout, a redesigned entrance to the HPC where the new Zebra would “T” into the entrance (parking lot) to HPC, and a relocated Zebra in which a commercial entrance to the HPC would be their access to Links/Zebra. Each option had pros and cons. The committee selected a relocated Zebra in which a commercial entrance to HPC would be their access to Zebra. When the Committee made this recommendation, they did so knowing the property would not have great access to Route 54, but the thought at the time was the City would not wait on their infrastructure projects for a potential development to occur.

The problem with the recommended design is that the driveway would be too close to Highway 54. This is similar to the HyVee gas station driveway access. The driveway is so close to Osage Beach Parkway that customers of the gas station have to cross the left turning movements from D Road to Osage Beach Parkway. Traffic can back up trying to make both of these movements. This is not a substantial problem at HyVee gas station because of the amount of traffic flow the gas station has.

However, imagine the gas station replaced with a major grocery store and a major electronics store. This was the problem that came up with Raul Walters. At the time of the Raul Walters TIF request, the developer’s engineers wanted to leave the signal at its current location (in the middle of the HPC) and add a signal to Zebra’s current intersection with Osage Beach Parkway. That was not a preferred option due to the additional signal along the previous Route 54 (now Osage Beach Parkway), and was not accepted as an option.

We recently have come up with a new idea which is attached. We wish to connect the western/southern portion of Zebra with Redbud instead of the intersection with Chef Street/Highway 54. This option was not in the Transportation Master Plan.

We would like a decision on one of the two options. The first option leaves the intersection as it has been previously recommended - at the Links/Chef/Highway 54 Intersection. The second option is to connect Zebra with Redbud and abandon part of Links roadway for the proposed Dierberg’s TIF project.

Links/Chef/Highway 54 Intersection –

Pros - This option allows for a four way, signalized intersection with Chef street.
Very little right of way is needed
Allows the residents off of Zebra access to a signal by use of a City Street

Cons – This option limits the development possibility of the High Pointe Property.
Even though it is a small amount, the right of way needed to be obtained is not going to be obtained easily. High Pointe Center Property owner is not in favor of this option.
Two very expensive Utility Poles need to be relocated

Zebra connecting with Redbud -

Pros - Makes a connecting street

The school bus will not have to get on Osage Beach Parkway to pick up kids from Zebra or Redbud

One of the property owners has talked with me about wanting this in the past.

Cons - We need a lot of right of way

How much traffic is going to utilize the roadway?

Need to remove right in/out at Redbud Road

We have done a cost estimate for both options. As you can see they are close to the same. The cost estimates are attached. The difference in the cost estimate is approximately \$19,000. The 2011 Budget did not account for all of the costs for the second phase of Zebra. The reason for this was the two utility poles that need to be relocated. The estimate for each pole is \$85,000. We put \$100,000 in utility relocates for other projects, not this one.

In closing, the Engineering Department recommends building Zebra to Redbud. The reasons are that Zebra becomes a connecting street with Redbud and that High Pointe Property can be utilized to the best of its ability.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Engineer.

CONCEPTUAL ESTIMATE OF PROBABLE CONSTRUCTION COST

for the Zebra Road Reconstruction

Phase 2 (REDBUD CONNECTION)

City of Osage Beach, Missouri

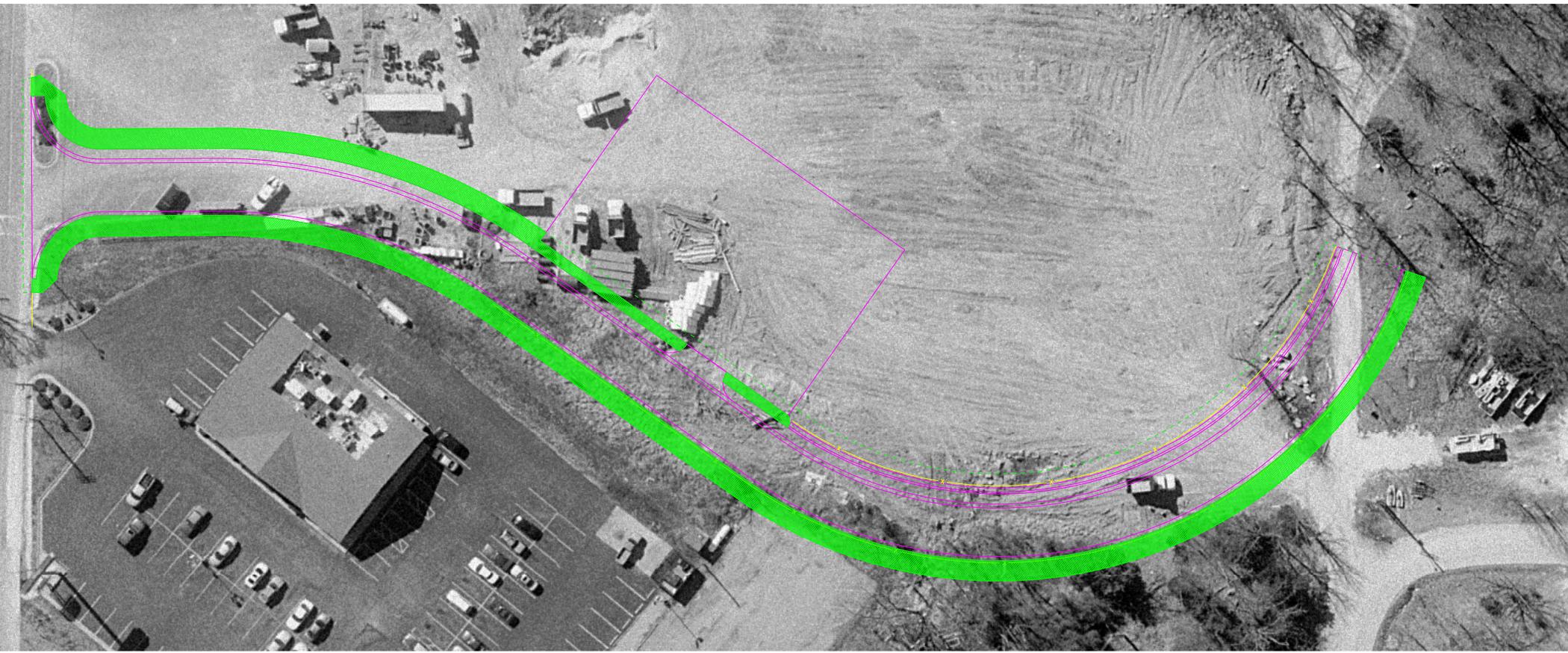
Pay Item #	Description	Unit	Total Quantity	Unit Cost	Cost
ROADWAY ITEMS					
	Clearing and Grubbing	L.S.	1.0	\$5,000.00	\$5,000
	Removal of Improvements	L.S.	1.0	\$20,000.00	\$20,000
	Subgrade Preparation	S.Y.	4661	\$11.50	\$53,603
	Silt Fence	L.F.	1200	\$2.75	\$3,300
	Bituminous Concrete Pavement	TONS	252.9	\$95.00	\$24,025
	Plant Mix Bituminous Base	TONS	505.8	\$90.00	\$45,521
	Tack - Liquid Asphalt	10 GAL	105.4	\$5.00	\$527
	Prime Coat	10 GAL	737.6	\$6.00	\$4,426
	Chain Link Fence (48") along backs of properties and along wall	L.F.	875	\$28.00	\$24,500
	Paved Approach (6" Private Entrance)	S.Y.	62.7	\$49.00	\$3,071
	Asphalt Driveway Pavement (3-inch thick - Cicerelli)	TONS	285.0	\$90.00	\$25,650
	Concrete Sidewalk (4" thick)	S.Y.	422.9	\$35.00	\$14,801
	Curb and Gutter, Vertical	L.F.	1600	\$20.00	\$32,000
	Standard Traffic Control Devices	L.S.	1	\$5,000.00	\$5,000
	Existing and New Signage	L.S.	1	\$2,500.00	\$2,500
	4" Permanent Yellow Pavement Striping, Paint	L.F.	1440	\$1.00	\$1,440
	24" Permanent White Pavement Striping, Paint (Stop Bars)	L.F.	15	\$2.50	\$38
	Seeding and Mulching	S.Y.	1270	\$3.00	\$3,810
	Truncated Domes for Curb Ramps	S.F.	30	\$50.00	\$1,500
	Modular Block Wall	S.F.	1670	\$35.00	\$58,450
ROADWAY SUBTOTAL					\$329,160
PERCENTAGE BASED ITEMS					
DRN	Drainage (10% of Construction Subtotal)	L.S.	1	\$32,916.02	\$32,916
UTL	Utility Relocation (15% of Construction Subtotal)	L.S.	1	\$49,374.03	\$49,374
CONT	Contingency for No Design (10% of Construction Subtotal)	L.S.	1	\$32,916.02	\$32,916
PERCENTAGE BASED SUBTOTAL					\$115,206
CONSTRUCTION SUBTOTAL					\$444,366
619-00.00	Mobilization (5% of Construction Subtotal)	L.S.	1	\$22,218.31	\$22,218
CONSTRUCTION TOTAL					\$466,585

RIGHT OF WAY ITEMS					
TCE	Temporary Construction Easements	S.F.	10000	\$1.50	\$15,000
PDE	Permanent Utility Easements	S.F.	10000	\$2.00	\$20,000
R/W	Permanent Right of Way Taking	S.F.	26087	\$5.00	\$130,435
RIGHT OF WAY TOTAL					\$165,435

PROJECT SUMMARY		Cost	% of Total
Engineering		\$80,000	11.2%
Right of Way		\$165,435	23.2%
Construction		\$466,585	65.5%
TOTAL AMOUNT REQUIRED		\$712,020	

NOTE: This estimate does not include the portion of Zebra Road on the north side of the former High Pointe Shopping Center, as for comparison purposes, there is no difference in costs if the south portion of the project goes to Redbud or to Route 54.





CONCEPTUAL ESTIMATE OF PROBABLE CONSTRUCTION COST

for the Zebra Road Reconstruction

Phase 2 (TO ROUTE 54)

City of Osage Beach, Missouri

Pay Item #	Description	Unit	Total Quantity	Unit Cost	Cost
ROADWAY ITEMS					
	Clearing and Grubbing	L.S.	1.0	\$5,000.00	\$5,000
	Removal of Improvements	L.S.	1.0	\$20,000.00	\$20,000
	Subgrade Preparation	S.Y.	4498	\$11.50	\$51,723
	Silt Fence	L.F.	600	\$2.75	\$1,650
	Bituminous Concrete Pavement	TONS	205.4	\$95.00	\$19,509
	Plant Mix Bituminous Base	TONS	410.7	\$90.00	\$36,965
	Tack - Liquid Asphalt	10 GAL	85.6	\$5.00	\$428
	Prime Coat	10 GAL	599.0	\$6.00	\$3,594
	Chain Link Fence (48") along backs of properties and along wall	L.F.	0	\$28.00	\$0
	Paved Approach (6" Private Entrance)	S.Y.	53.3	\$49.00	\$2,613
	Asphalt Driveway Pavement (3-inch thick - Cicerelli)	TONS	0.0	\$90.00	\$0
	Concrete Sidewalk (4" thick)	S.Y.	391.9	\$35.00	\$13,716
	Curb and Gutter, Vertical	L.F.	1073	\$20.00	\$21,460
	Standard Traffic Control Devices	L.S.	1	\$5,000.00	\$5,000
	Existing and New Signage	L.S.	1	\$2,500.00	\$2,500
	4" Permanent Yellow Pavement Striping, Paint	L.F.	1073	\$1.00	\$1,073
	24" Permanent White Pavement Striping, Paint (Stop Bars)	L.F.	25	\$2.50	\$63
	Seeding and Mulching	S.Y.	2211.9	\$3.00	\$6,636
	Truncated Domes for Curb Ramps	S.F.	30	\$50.00	\$1,500
	Modular Block Wall	S.F.	100	\$35.00	\$3,500
	Relocate Transmission Lines	EACH	2	\$85,000.00	\$170,000
	Relocate Lighting Pole / Wiring	EACH	1	\$25,000.00	\$25,000
ROADWAY SUBTOTAL					\$391,929
PERCENTAGE BASED ITEMS					
DRN	Drainage (10% of Construction Subtotal)	L.S.	1	\$39,192.94	\$39,193
UTL	Utility Relocation (15% of Construction Subtotal)	L.S.	1	\$58,789.41	\$58,789
CONT	Contingency for No Design (10% of Construction Subtotal)	L.S.	1	\$39,192.94	\$39,193
PERCENTAGE BASED SUBTOTAL					\$137,175
CONSTRUCTION SUBTOTAL					\$529,105
619-00.00	Mobilization (5% of Construction Subtotal)	L.S.	1	\$26,455.24	\$26,455
CONSTRUCTION TOTAL					\$555,560

RIGHT OF WAY ITEMS					
TCE	Temporary Construction Easements	S.F.	12748	\$1.50	\$19,122
PDE	Permanent Utility Easements	S.F.	0	\$2.00	\$0
R/W	Permanent Right of Way Taking	S.F.	11756	\$5.00	\$58,780
RIGHT OF WAY TOTAL					\$77,902

PROJECT SUMMARY		
	Cost	% of Total
Engineering	\$60,000	8.7%
Right of Way	\$77,902	11.2%
Construction	\$555,560	80.1%
TOTAL AMOUNT REQUIRED		\$693,462

NOTE: This estimate does not include the portion of Zebra Road on the north side of the former High Pointe Shopping Center, as for comparison purposes, there is no difference in costs if the south portion of the project goes to Redbud or to Route 54.



