PO Box 348 • Sunrise Beach, MO 65079 • PH (573)374-8782 • www.sunrisebeachmo.gov

BOARD OF TRUSTEES MEETING

Monday, January 12, 2026

Regular Board Meeting – 5:00 P.M.
Sunrise Beach City Hall, 16537 N Highway 5
This meeting is open to the public.

This meeting is planned to be livestreamed and / or recorded and then uploaded to the Sunrise Beach Youtube page: https://www.youtube.com/@VillageofSunriseBeachMissouri

AGENDA

1. Call to Order (Pledge of Allegiance)
2. Roll Call
3. Approval of the agenda
4. Approval of the minutes from the December 8, 2025 regular meeting
5. Chairman of the Board report
6. Visitor Comments
7. Ordinances and Resolutions
   a. Resolution 2026-01 A Resolution of the Village of Sunrise Beach, Missouri, Authorizing and Accepting a Grant Agreement with the Missouri Department of Economic Development, Community Development Block Grant Program, for the Beachwood Drive Improvements Project (Federal Project No. 2025-GI-12-ST)
   b. Resolution 2026-02 A Resolution Authorizing the Chairman of the Board of Trustees to Enter into an Agreement with Cochran Engineering for Professional Services Relating to the Beachwood Drive Improvement Project
   c. Resolution 2026-03 A Resolution of the Village of Sunrise Beach, Missouri, Amending the FY 26 Budget to Adjust Pay Rates for Certain Employees
8. Old Business
   a. Bill 2025-20 An Ordinance to Submit to the Voters of Sunrise Beach, at the Municipal Election Scheduled for Tuesday, April 7, 2026, the Question of Whether the Village Shall Impose a Village-wide Sales Tax of One-Half (1/2) of One Percent (1%) for the Purpose of Improving Public Safety, and Prescribing the Form for the Ballot Question to be Put Before the Voters *(second reading)*
11. Department reports
   a. Police
      i. 2026 Durango purchase
   b. Public Works
      i. Water Leak Detector purchase
   c. Administration
12. City Administrator report

13. Finance
    a. Approve the List of Bills
14. Adjourn

The Board of Trustees will consider and act upon the matters listed above and such others as may be presented at the meeting and determined to be appropriate for discussion at that time. Individuals who require an accommodation to attend a meeting should contact City Hall (573-374-8782) at least twenty-four hours in advance.

Posted: _____
Date and time

By: _____
Erin Hays, City Clerk

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Board of Trustees Meeting Minutes

Monday, December 8, 2025

Call to Order: 5:00p.m.

Roll Call

Greg Gordon	Present
Steve Barthol	Present
Susan Schneider	Present
Steve Carter	Present
Michael George	Present

Other attendees: Steve Roth, City Administrator, City Clerk Erin Hays, Chief Craig, Public Works Supervisor Andy Bayerl, Katelyn Meyers LO Environmental, visitors Gene DeLaney, Charlene Hays, and Fred Chittum.

Motion to approve December 8, 2025, Board of Trustees Meeting Agenda given by Steve Barthol, second by Greg Gordon, all in favor. December 8,2025 Agenda approved.

Motion to approve November 10,2025 Board of Trustees Meeting minutes given by

Steve Barthol, second by Steve Carter, all in favor. November 10,2025 Board of Trustees Meeting minutes approved.

Chairman of the Board report: Last meeting of the year, wanted to thank all the departments for their hard work. Made a point to discuss the asphalt patchwork, mapping, meter, and other project Public Works has been a part of this year. Congratulated the Police Department on all their growth and achievement throughout the past year as well. No other news to discuss. Moved to announce the Public Hearing on the 2026 Budget.

Public Hearing, 2026 budget adoption

a. A Public Hearing to hear comments on the proposed Fiscal Year 2026 budget for the Village of Sunrise Beach

Chairman Susan Schneider opened the floor to the visitors for any discussion or concerns on the presented budget of 2026.

No discussion or questions were made.

Visitor Comments: NO visitor comments were made

Presentations: NO presentations were made

Ordinances and Resolutions

a. Bill 2025-20 An Ordinance to Submit to the Voters of Sunrise Beach, at the Municipal Election Scheduled for Tuesday, April 7 , 2026, the Question of Whether the Village Shall Impose a Village-wide Sales Tax of One-Half (1/2) of One Percent (1%) for the Purpose of Improving Public Safety, and Prescribing the Form for the Ballot Question to be Put Before the Voters (first reading)

Motion for first reading given by Steve Barthol, second given by Steve Carter, all in favor. Approved.

b. Resolution 2025-20 A Resolution Authorizing and Approving Certain Ancillary Insurance Benefits to be Offered to Eligible Employees of the Village of Sunrise Beach.

Motion to approve given by Steve Barthol, second by Steve Carter, all in favor. Approved

c. Resolution 2025-21 A Resolution Authorizing and Approving a Contract Agreement with LO Environmental (LOE) for Drinking Water and Wastewater System Operating and Management Services

Motion to approve given by Steve Carter, second by Steve Barthol, all in favor. Approved

Old Business

a. Bill 2025-19 An Ordinance Adopting the Village of Sunrise Beach Budget for the 2026 Fiscal Year; Thereby Adopting the Schedule of Revenues and Expenditures for Each Fund, and the Capital Outlay, Debt Service and Employee Pay and Benefits Plans, Together as Contained Therein (second reading)

Motion to for second reading given by Steve Barthol, roll call vote:

Greg Gordon Aye; Steve Barthol Aye; Susan Schneider Aye; Steve Carter Aye; Michael George Aye

Department Reports

a. Police: Month of November officers had 63 calls of service, conducted 1348 self-initiated activities, and issued 37 citations and 85 warnings. 100 kids for Shop with a Hero. Kiosk for disposal of prescription drugs is successful. Dash cameras that are being installed should be operational by next month. The HAAS Alert HA-7 Safety Cloud system will be added to patrol cars; it will send real time digital alerts to approaching motorists to help reduce crashes and enhance officer safety. Still working with State Rep Jeff Vernetti on revising the language in the Hands-Free statute. Updating the statute would give local agencies the ability to better address distracted-driving issues. New hire Glen Kralina is scheduled to graduate from the academy on December 12 and will begin full-time employment on December 17, 2025. Has also adopted an area to help kennel lost, stray, or impounded dogs/animals/pets.
b. Public Works: Discussed getting the being prepared for the last snow fall and wanting to be better prepared for the next with more salt at tower 2. Andy Bayerl is also testing again in the Spring for his advanced Water Certification.

Administration: A reminder that Merchant Licenses are due by December 31,2025. Renewal applications were mailed out, if you did not receive one, please contact the office. Also, the end date to file for candidacy is December 30th and we will be Closed Dec24 through the 26th.

City Administrator: Received 49,029.47 in local tax and 15,720.56 in use tax last month giving us a 7% increase in taxes year to date. Feels positive in the budget and conservative in the spending.

Katelyn of LO Environmental mentioned some projects to consider saving for in the future will be VFD tech for well communication. Not considered a high priority. Lift stations at Woods and Shawnee Preserve need repair with a priority status.

Finance

a. Motion to approve the List of Bills given by Steve Barthol, second by Steve Carter, all in favor. Approved
b. Motion to approve final payment to Brulez Contracting, Phase III Sewer Extension, in the amount of $57,081.23 given by Steve Barthol, second by Steve Carter, all in favor. Approved.

Motion to Adjourn given by Steve Carter, second by Steve Barthol,

Adjourned @ 5:25 p.m.

_____

City Clerk, Erin Hays

_____

Chairman of Board of Trustees, Susan Schneider

Village of Sunrise Beach, MO PO Box 348 • Sunrise Beach, Missouri 65079 • PH (573)374-8782 • www.sunrisebeachmo.gov

January 8, 2026

TO: Chairman Schneider and the Board of Trustees
RE: City Manager report, January 12 meeting

Hello everyone,

Please note the following with respect to the January 12 meeting:

1. **Resolution 2026-01 CDBG agreement.** This Resolution accepts a Grant Agreement with the Missouri Department of Economic Development for the Beachwood Drive improvements project. The total federal funding is capped at $500,000, with the City providing $103,903 in matching funds. If the actual project costs exceed the budgeted amounts, we would be responsible for any overages, or could potentially request an amendment to increase the CDBG funding level. As the Board is aware, the project scope includes the entire length of Beachwood, from the Highway 5 intersection to the terminus at the Cliff Drive / Rock Harbor / Center intersection. The project scope is similar to the asphalt overlay work we did in 2024, with pavement repairs as needed and asphalt resurfacing / overlay through the entire stretch. We do want to widen the roadway in spots, if possible, and also make drainage improvements as needed. The project schedule / timing is discussed in the following section.

2. **Resolution 2026-02, Beachwood engineering agreement.** This Resolution authorizes a contract agreement with Cochran Engineering for design engineering services for the Beachwood project. Cochran was one of five firms that submitted qualifications for the project, and in our judgment has the best qualifications for the project. Cochran previously did a similar CDBG-funded project in Camdenton (Old Highway 5) and has experience on 20+ CDBG projects in other parts of the state. Cochran of course earlier developed our overall street maintenance plan, and was the engineer for the 2024 overlay project. The total fee in this agreement is $45,000, which represents the project design engineering budget. I would note that the adopted FY 26 budget does not include budget for this project, as the CDBG award was given after the budget was adopted. We will thus need to amend the budget; I will present a budget amendment for the entire project at the February meeting. With respect to schedule / timing, we will move as quickly as possible and I do feel it's possible we could go out for bid yet this year. However the required state reviews could certainly impact this schedule, and frankly it may be more realistic to target construction in 2027. Further discussion on this topic at the Board meeting would be helpful.

3. **Resolution 2026-03, Budget amendment, pay adjustments**. This Resolution formally amends the FY 26 budget to adjust pay for Public Works Director Andy Bayerl and employee Troy Smith. Mr. Bayerl had requested the adjustment following the budget adoption in December. As noted in the Resolution, the amendment would merely adjust the pay rates between employees and does not increase the total personnel costs as earlier budgeted.

4. **Bill 2025-20 Public Safety Sales tax.** This bill was given a first reading in December and is due for a

second and final reading here. Assuming Board approval, the ordinance would be forwarded to the Camden and Morgan County election authorities who would put the Public Safety half-cent sales tax question before Sunrise Beach voters at the April 7 municipal election. I have not heard any public comment on this item since the initial first reading.

As noted in the December Board report, the tax is authorized under Missouri law (RSMo 94.900); I've included a copy in the report as reference. The tax, if approved, would be used exclusively for Police Department purposes. We would be required by law to establish a "Public Safety Sales Tax Trust fund" which would be used to account for all monies received, and the funds could not be used to supplement or replace amounts previously budgeted by the City. As noted in past reports, the tax if approved would raise the overall rate to 8.725 percent. A table of current rates is copied below.

Sales tax rates, Lake of the Ozarks region

as of October, 2025

County rates are for unincorporated areas only

City rates are the base rates only and do not include any taxing district such as CID, TDD, etc.

Camden County	6.225%
Morgan County	6.225%
Miller County	5.725%
Village of Sunrise Beach	8.225%
City of Camdenton	8.225%
City of Laurie	8.225%
City of Osage Beach	8.225%
City of Lake Ozark	9.475%
Village of Four Seasons	8.225%
City of Linn Creek	9.975%
City of Eldon	9.125%
City of Versailles	8.725%

5. **Police vehicle purchase.** This is an agenda item under the Police report. We budgeted $60k for a new police vehicle in 2026; initially we felt this would be a mid-year purchase but there is a new 2026 Durango police vehicle in stock at Landmark Dodge, Kansas City. Total purchase price is $41,539, actually less than the 2025 model ($43,825). Chief Craig has requested pricing for the equipment package from A & W and hopes to have it at the meeting. The total cost, including equipment, should come in under the $60,000 budget figure. Chief Craig has additional information in his report and can address further questions at the meeting.

6. **Public Work leak detector.** This is an agenda item to request Board approval of a purchase of a DXmic Pro leak detector for the Water-Sewer Department, at a cost of $6,500. We do not currently have a leak detector and have either been borrowing units from other agencies or requesting assistance through Missouri Rural Water Associations (MRWA). Public Works has looked at various models and feels this one is the best value for the Department. It is a high-end model but given our problems with water loss we feel it would be beneficial. We did not budget specifically for this item, though we do have budget in Water-Sewer equipment. Public Works Director Andy Bayerl can address further questions on this item at the meeting if desired.

7. **Budget report.** The December 1-cent sales tax payment was $47,683; this is another strong receipt and in fact is the strongest December on record. Total 1-cent receipts for CY 2025 are $621,870, an 8.3 increase over last year. This is very strong but is primarily due to the annexations accomplished in 2024. Meanwhile our total Gen Fund receipts between 1-cent sales tax and the Use Tax ended the year at $798,860, which is a near 9 percent increase over last year. The City's finances in general are quite strong, especially when viewed over the past several years. I feel we will likely see a plateauing of sorts in our revenues over the next year, though I do feel optimistic for at least modest growth. Reserves and balances continue to be fairly strong, with cash balances as of today's date (Jan. 8) as follows: Gen Fund, $450,864; Capital Improvements, $383,765; Transportation, $298,708; Water-Sewer, $72,556.

8. **Zoning Code update project.** The Planning and Zoning Commission reviewed preliminary updates to the Zoning Code at its meeting Jan. 5. Upon discussion the Commission set a workshop session for Feb. 2 at 4 p.m. to review the Code in more detail and give the public an opportunity to comment. The final draft regulations are expected to be presented at a later date; a formal public hearing is required before adoption of any Zoning Code updates. Information will be posted on the City website as this project progresses.

If you have any questions or want to discuss any of these items further, please don't hesitate to reach out to me.

Thank you,



Steve Roth
City Manager

Scott Craig, Chief of Police

Phone: 573-374-7757
Fax: 573-374-8118

Sunrise Beach Police Dept
32 Sunset Hills CT

1/8/2025

During the month of December, officers responded to ninety-two calls for service, conducted one thousand two hundred fifteen self-initiated activities, and issued thirty-three citations along with ninety-four warnings.

The department's 2024 Dodge Durango is currently out of service due to a mechanical malfunction that resulted in engine damage beyond repair. The warranty process has been initiated, but based on initial discussions, I anticipate the repair and replacement process may take several months to complete. During this time, the department will continue to adjust fleet usage as needed to maintain patrol coverage and operational readiness.

I am requesting Board approval to authorize the disbursement of $41,539 for the purchase of a 2026 Dodge Durango patrol vehicle, which was previously approved in the FY2026 budget as part of the department's vehicle replacement plan. This purchase will replace the department's 2020 Dodge Charger. While the project was budgeted at $60,000 to include the vehicle and required police upfitting, final upfitting costs are still pending from the vendor. Based on historical pricing and current estimates, I do not anticipate the total project cost exceeding the approved budget, particularly as the vehicle purchase price is lower than originally anticipated.

Officer Glen Kralina began employment with the department on December 17 and has made an outstanding start in his field training program. He consistently engages the public with professionalism and genuine care. Officer Kralina has also demonstrated a strong commitment to highway safety and is fully embracing the department's community-focused policing philosophy. Officer Kralina has been well-received by the community and consistently shows initiative, enthusiasm, and a desire to learn. He is eager to continue advancing his training so he can confidently serve the community with a particular focus on identifying gaps in services, including mental health needs and related service programs. I believe that Officer Kralina will exemplify the service at the heart of "serve and protect," and will be a positive asset to both the department and the community. I plan to have him present at the Board meeting, provided he is not actively responding to calls for service.

I will be presenting Officer Kale Onstott with the Officer of the Year award and the associated uniform ribbon. This honor is reserved for an officer who has consistently demonstrated exceptional performance while upholding the high standards and moral values of the Sunrise Beach Police Department. Officer Onstott was nominated for this award by Lieutenant Schultz, who recognized his outstanding quality of work, strong professional and social relations, and exceptional efficiency in the execution of his duties. Officer Onstott rarely requires correction or guidance and has earned regular praise from both the department and the public for his thoroughness, professionalism, and respectful demeanor. Although he has not yet completed a full year of service, Officer Onstott consistently demonstrates the judgment, work ethic, and presence of a seasoned officer. Further reflecting the department's confidence in him, Officer Onstott has been selected to attend Field Training Officer School later this month, where he will gain skills and knowledge to help shape, mentor, and develop future officers of the Sunrise Beach Police Department.

B5-2 F3953

FCA US LLC INVOICE

1684-A

PLANT	ZONE	DEALER	VEHICLE ID NUMBER	INVOICE NO.	INVOICE DT.
JEFFERSON	63	44378	1C4SDJFT6SC559848	S-WDE-61774173	07/16/25

SHIP TO: LANDMARK DODGE CHRYSLER JEEP
1900 S NOLAND RD
INDEPENDENCE MO 64055-

SHP DLR 63 44378
IGN KEY
TRK KEY
ACC KEY
4012-01-7S16

SOLD TO: LANDMARK DODGE CHRYSLER JEEP
1900 S NOLAND RD
INDEPENDENCE MO 64055-

SHIPPING WT. 5111
SAE HP 49.1
631-072404-30

PAID FOR BY: ALLY
CREDIT SALE XX CASH SALE

BODY & EQUIP.	DESCRIPTION	FACTORY WHOLESALE PRICE
WDEE75	DODGE DURANGO PURSUIT VEHICLE AWD	
PW7	White Knuckle Clear Coat	
A7X9	Cloth Bucket Seats W/Rear Vinyl	
ADL	Skid Plate Group	
DFD	8-Spd Auto 8HP70 Trans (Buy)	
EZH	5.7L V8 HEMI MDS VVT Engine	
LNF	Black Left LED Spot Lamp	
YG1	7.5 Additional Gallons of Gas	
2SQ	FCA Fleet Powertrain Care	
2TZ	Customer Preferred Package 2TZ	
22Z	Customer Preferred Package 22Z	
3AH	Price Protection - Code H	
4DH	Prepaid Holdback	
4EA	Sold Vehicle	
4ES	Delivery Allowance Credit	
4FA	Special Bid-Ineligible For Incentive	
4FM	Fleet Option Editor	
4FT	Fleet Sales Order	
4KA	Special Bid Handling	
	TB5140 NN	
	ADV PAYMENT OF YEAREND ALLOWANCE	
217	DESTINATION CHARGE	
	BUSINESS	

PO NUMBER MDH # 071410
USE DEALERCONNECT TO OBTAIN KEY INFORMATION

Your Cost
41.539.00
THANKS

MSRP RETAIL TOTAL	50,055.00	TOTAL
		ORIGINAL INVOICE

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE THE UNITED STATES.

Resolution No. 2026-01

A RESOLUTION OF THE VILLAGE OF SUNRISE BEACH, MISSOURI, AUTHORIZING AND ACCEPTING A GRANT AGREEMENT WITH THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, FOR THE BEACHWOOD DRIVE IMPROVEMENTS PROJECT (FEDERAL PROJECT NO. 2025-GI-12-ST)

WHEREAS, the Missouri Department of Economic Development (DED), Community Block Grant Program (CDBG), has awarded the Village of Sunrise Beach $500,000 in federal funding for the "Beachwood Drive Improvements Project," and

WHEREAS, the Board of Trustees desires to accept an agreement with Missouri DED specifying certain terms and conditions of the CDBG grant award;

NOW, THEREFORE BE IT RESOLVED by the Board of Trustees of the Village of Sunrise Beach, Missouri, as follows:

1. A Grant Agreement with the Missouri DED for the Beachwood Drive Improvements Project (Federal Project No. 2025-GI-12-ST), in the form as attached as Exhibit A, is hereby accepted and approved. The Chairman of the Board of Trustees is hereby authorized and directed to execute the agreement on behalf of the Village of Sunrise Beach.

BE IT FURTHER RESOLVED that the City Manager and all other staff members are hereby authorized to take such other action as may be necessary to carry out the purposes of this Resolution.

Passed this 12th Day of January, 2026

_____

Susan Schneider, Chairman

Attest

_____

City Clerk

Missouri Department of
Economic Development

Community Development Block Grant Program
Annual-Competitive

GRANT AGREEMENT

This grant agreement ("Agreement") is between the Missouri Department of Economic Development ("DED"), an executive branch agency of the State of Missouri, and Subrecipient, a unit of general local government of the State of Missouri (together with DED a "Party" or collectively the "Parties").

1. IDENTIFYING INFORMATION

A field with an asterisk (*) is a defined term in this Agreement.

SUBRECIPIENT* Village of Sunrise Beach	PROJECT NUMBER 2025-GI-12-ST
COUNTY Camden	PROJECT TITLE Beachwood Drive Improvememts
EIN 43-1513219	SAM.GOV UNIQUE ENTITY IDENTIFIER Q1HUNJ8RSSX8
FEDERAL AWARD ID NUMBER(S) (FAIN): B-25-DC-29-0001	CFDA NUMBER AND NAME 14.228 Community Development Block Grant/ State's Program
COST SHARING RATIO* 17.2%	SUBRECIPIENT'S FISCAL YEAR END 12
MAXIMUM CDBG GRANT AMOUNT* 500,000.00	NON-FEDERAL SHARE AMOUNT* (local match) 103,903.00
GRANT AWARD DATE* December 1, 2025	Buy American Build American (BABA) YES

<table>
<tr><td colspan="3">NATIONAL OBJECTIVE*</td></tr>
<tr><td colspan="2">☐ LMI Area by Pre-Award Survey (LMA-S)
☒ LMI Area by Census (LMA-C)
☐ LMI Limited Clientele (LMC)
☐ LMI Limited Clientele by Post-Award Survey LMC-S)
☐ Elimination of Slum and Blight by Spot Basis (SBS)
☐ Elimination of Slum and Blight by Area Basis (SBA)
☐ Urgent Need</td><td>LMI Persons:
77%

LMI Families:
77%</td></tr>
<tr><td>PROJECT BENEFICIARIES
Number of Persons to be served: 431
Number of families to be served: 175</td><td>SENATE DISTRICT
06</td><td>HOUSE DISTRICT
123</td></tr>
<tr><td>PROJECT'S PROGAM CATEGORY:
☒ General infrastructure
☐ Community facilities
☐ Demolition
☐ Workforce Training Initiative Planning</td><td colspan="2">FEDERAL PREVAILING WAGE:
☒ Davis-Bacon APPLIES to Project
☐ Davis-Bacon DOES NOT APPLY to Project</td></tr>
</table>

[The remainder of this page is intentionally blank.]

Cost Summary / Approved Budget

ELIGIBLE ACTIVITY	ACT. NO.	NEPA REQUIRED?	FUNDING YEAR	TOTAL	CDBG FUNDS	MATCHING FUNDS			
						SUB-RECIPIENT		OTHER	
						CASH	IN-KIND	PRIVATE	STATE/FEDERAL
Streets (Or Roads)	*13*	*Y*	*2025*	*525,037*	*500,000*	*25,037*			
Engineering Design	*36*	*Y*		*45,000*		*45,000*			
Engineering/Construction Inspection	*38*	*N*		*33,866*		*33,866*			
				0					
				0					
				0					
TOTAL				*603,903*	*500,000*	*103,903*	-	-	-

NOTICE TO SUBRECIPIENT*	*NOTICE TO DED**
Village of Sunrise Beach, Missouri Attn: Susan Shneider *Chairman* 16537 N Highway 5, PO Box 348 Sunrise Beach, MO 65079 Phone: 15733748782 Email: susan.schneider@sunrisebeachmo.gov	*Department of Economic Development* *CDBG Program* *Attn: Joseph Sanning,Program Manager* *Mail:* *P.O. Box 118* *Jefferson City, MO 65102 -0118* *Physical:* *301 W. High Street, Suite 770* *Jefferson City, MO 65101* *Phone: 573/751-3600* *Email: mocdbg@ded.mo.gov*

1. RECITALS

1.1. The U.S. Department of Housing and Urban Development ("HUD") issues grants to the states and units of local government for community development activities as authorized in Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301 *et seq.*, "HCDA"), and implementing regulations at 24 CFR part 570.

1.2. HUD issues amounts to states for non-entitlement areas (defined in in 42 USC § 5302(a)(7)), as authorized by 42 U.S.C. § 5306(d) (the "CDBG Program").

1.3. DED administers the CDBG Program for the State of Missouri.

1.4. DED has adopted, and HUD has approved, five-year consolidated plans setting forth how DED will implement the CDBG Program for a five-year period.

1.5. DED also adopted, and HUD approved, annual action plans that amend the consolidated action plan, therefore also setting forth DED's implementation of the CDBG Program.

1.6. DED entered into a grant agreement with HUD for each year of Federal funding under the CDBG Program.

1.7. DED published guidelines for the FY competitive cycle ("FY Cycle") of the CDBG Program and solicited applications for grants under the FY Cycle of the CDBG Program.

1.8. Subrecipient submitted an application for an award under the FY Cycle of the CDBG Program.

1.9. DED issued an approval letter to Subrecipient awarding Federal funds for its application under the FY Cycle of the CDBG Program.

1.10. The Parties wish to set forth their mutual expectations and obligations with respect to DED's CDBG Program award to Subrecipient, and agree as follows:

2. DEFINITIONS

2.1. As used in this Agreement, capitalized terms have the meanings set forth in the introductory clause, sections 1 and 2 of this Agreement, and as follows:

(a) "Allowable Costs" has the meaning set forth in section 7 of this Agreement.

(b) "CDBG Funds" has the meaning in 24 CFR § 570.481(a)(2), and is the Federal funding Subrecipient does or may receive from DED under this Agreement (and includes Program Income).

(c) "Cost Sharing Ratio" means as follows, expressed as a percentage:

$$\text{Cost Sharing Ratio} = \frac{\text{Non-Federal Share Amount}}{\text{Total Approved Budget}}$$

For the Project covered by this Agreement, the Cost Sharing Ratio is the percentage set forth in section 1 of this Agreement.

(d) "CDBG Administration Manual" means DED's CDBG Administration Manual/Policy Document, as may be amended from time to time, available on DED's CDBG website at: Community Development Block Grant Information | Department of Economic Development (mo.gov).

(e) "Effective Date" of this Agreement shall be the Grant Award Date in section 1 of this Agreement.

(f) "Eligible Activities" are those authorized in 42 U.S.C. § 5305(a) (of the HCDA), 24 CFR 570.482, and for the Project, are the eligible activities listed under Eligible Activities, Costs, and Funding Strategy in Section 1 of this Agreement.

(g) "Federal Grant Agreement(s)" means one or more agreements entered into between HUD and DED for CDBG Program funding that may apply to this award (if checked in section 1 of this Agreement), which are attached to this Agreement as follows:

Federal Grant Number	Exhibit No.
B-18-DC-29-0001	Exhibit 1
B-19-DC-29-0001	Exhibit 2
B-20-DC-29-0001	Exhibit 3
B-21-DC-29-0001	Exhibit 4
B-22-DC-29-0001	Exhibit 5
B-23-DC-29-0001	Exhibit 6
B-24-DC-29-0001	Exhibit 7
B-25-DC-29-0001	Exhibit 8

(h) "Federal Grant Number", as set forth in the definition of Federal Grant Agreement, means HUD's identifying number for each grant, and for purposes of the remainder of this Agreement, means the Federal Grant Number(s) listed in Section 1 of this Agreement that are marked.

(i) "Federal Grant Year" (in the Eligible Activities, Costs, and Funding Strategy in section 1 of this Agreement) corresponds to the Federal Grant Number, and the "Eligible Activity Expenditure Deadline" for the Federal Grant Year are as follows:

Federal Grant Year	Federal Grant Number	Eligible Activity Expenditure Deadline
2018	B-18-DC-29-0001	06/01/2025
2019	B-19-DC-29-0001	06/01/2026
2020	B-20-DC-29-0001	06/01/2027
2021	B-21-DC-29-0001	06/01/2028
2022	B-22-DC-29-0001	06/01/2029
2023	B-23-DC-29-0001	06/01/2030
2024	B-24-DC-29-0001	06/01/2031
2025	B-25-DC-29-0001	06/01/2032

(j) "Maximum CDBG Grant Amount" means the amount stated in section 1 of this Agreement.

(k) "National Objective" has the meaning set forth in 42 U.S.C. § 5304(b)(3) and 24 CFR § 570.483; the Project's National Objective is as set forth in section 1 of this Agreement, excluding planning (if planning is eligible).

(l) "Non-Federal Share Amount" means the Subrecipient's voluntary cost sharing commitment (*see* 2 CFR § 200.1) for the Project, equal to the amount in section 1 of this Agreement.

(m) "Period of Performance" commences on the Grant Award Date in Section 1 () of this Agreement and ends on the earlier of: (1) Three (3) years from Grant Award Date; or (2) the latest Eligible Activity Expenditure Deadlines applicable to the Project.

(n) "Project" means the project detailed in Subrecipient's Application for which DED issued an approval letter.

(o) "Project Budget" means the information in Eligible Activities, Costs, and Funding Strategy in Section 1 of this Agreement.

(p) "Project Costs" has the meaning set forth in 2 CFR § 200.1, and is the total Allowable Costs actually incurred for the Project.

(q) "Program Income" has the meaning set forth in 24 CFR 570.500(a) and .489(e), except that it excludes the total amount of funds that is less than $35,000 received in a single program year by the Subrecipient.

(r) "Request for Funds" means the form, including accompanying and supporting documentation, completed by Subrecipient, and submitted to DED, to request a payment of CDBG Funds.

(s) "RSMo" means the Revised Statutes of Missouri.

(t) "State" means the State of Missouri.

(u) "Subaward" has the meaning in 2 CFR § 200.1, and is as described in the contract documents set forth in § 4 of this Agreement. This Subaward is of Federal financial assistance (as defined in 2 CFR § 200.1) received by DED under the Federal Grant Agreement.

(v) "Subrecipient's Application" means the application and supporting documentation for the Project received by DED from Subrecipient under the FY Cycle of the CDBG Program.

(w) "Total Approved Budget" means the sum of the Maximum CDBG Grant Amount and the Non-Federal Share Amount set forth in section 1 of this Agreement.

(x) "Unallowable Cost" has the meaning as set forth in the Uniform Guidance, subpart E, and as set forth in section 7 of this Agreement.

(y) "Uniform Guidance" means 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements, adopted by HUD pursuant to 2 CFR § 2400.101.

3. SUBRECIPIENT'S REPRESENTATIONS AND OBLIGATIONS

3.1. In addition to federal and state laws, regulations, and executive orders as set forth elsewhere in this Agreement, all of Subrecipient's activities under this Agreement must comply with all applicable requirements in:

(a) The Federal Grant Agreement(s) (Exhibits 1-7);

(b) DED's CDBG Program FY Competitive Application Guidelines, which are incorporated by reference as if attached to or fully set forth in this Agreement;

(c) The State's 2022-2027 Consolidated Plan, available on DED's CDBG website https://ded.mo.gov/programs/cdbg/grant-information#mini-panel-cdbg-grant-information1 , incorporated by reference as if attached to or fully set forth in this Agreement;

(d) The State's FY2025 Action Plan, as amended from time to time, available on DED's CDBG website https://ded.mo.gov/programs/cdbg/grant-information#mini-panel-

cdbg-grant-information1, incorporated by reference as if attached to or fully set forth in this Agreement;

(e) The CDBG Administration Manual, incorporated by reference as if attached or fully set forth in this Agreement. Subrecipient must carry out the Project in compliance with the entirety of the CDBG Administration Manual, not just the provisions specifically cited or referenced elsewhere in this Agreement; and

(f) Subrecipient's Application is incorporated by reference as if attached to or fully set forth in this Agreement.

3.2. Subrecipient hereby accepts responsibility for complying with this Agreement by any and all further subrecipient entities to which Subrecipient makes available any portion of the CDBG Funds and for any contractors with which Subrecipient contracts and will pay using CDBG Funds.

3.3. Attribution/Recognition

(a) The Subrecipient agrees to include appropriate attribution / recognition to DED and the CDBG Program in all brochures, press releases, and publications promoting and/or describing activities supported with contributions leveraged by CDBG. (Example: "This project has been funded in whole or in part by a grant from the Missouri Department of Economic Development's Community Development Block Grant Program. ")

(b) The subrecipient agrees where signage is used on Project construction sites to include appropriate attribution / recognition to DED and the CDBG Program in the form of the official CDC/CDBG Logo with the following text: "This project has been funded in whole or in part by a grant from the Missouri Department of Economic Development's Community Development Block Grant Program. "

3.4. 4.4 Photo Documentation

(a) The subrecipient agrees to provide pictures in digital format of the awarded project area prior to the onset of construction. The pictures should be of sufficient quality and quantity to appropriately documents the condition of the property before the start of the project. RFF's will not be processed until the sufficient and appropriate photos are received by CBDG.

(b) The subrecipient agrees to provide pictures in digital format of the completed project including the area in the original "before" photo's. The pictures should be of sufficient quality and quantity to appropriately documents the condition of the property before the start of the project. Final RFF's for the project will not be processed until the sufficient and appropriate photos to document the completion are received by CBDG.

4. EFFECTIVE DATES OF AGREEMENT

4.1. This Agreement shall be effective beginning on the Grant Award Date and shall terminate automatically 60 days after the end of the Project closeout by DED, conducted pursuant to section 9.8 of this Agreement.

4.2. Upon termination or cancellation as set forth in this section 5 or in section 14, sections 1, 2 (recitals), 3 (definitions), 11 (recordkeeping and access to records), and 14 (default and remedies) of this Agreement shall survive and continue in force.

5. ELIGIBLE ACTIVITIES

5.1. Subrecipient must perform the Project in its entirety.

5.2. Subrecipient's Project, excluding grant administration expenses, must meet the National Objective.

5.3. Subrecipient may only use CDBG Funds for the Project's Eligible Activities for which CDBG Funds are allocated in the Eligible Activities, Costs, and Funding Strategy in Section 1 of this Agreement, and for no other purpose.

5.4. Pursuant to 24 CFR § 570.207(a)(3), Subrecipient shall not use CDBG Funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities.

6. ALLOWABLE COSTS

6.1. Subrecipient may only be reimbursed by DED with CDBG Funds for Allowable Costs as set forth in this section 7.

6.2. Allowable Costs will be determined based on the following:

(a) Subpart E of the Uniform Guidance, Cost Principles, (as made applicable by 24 CFR § 570.489(p)), including but not limited to:

i. The cost is necessary for Subrecipient to perform the Project;

ii. The cost must not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost; and

iii. The cost must have been incurred directly or indirectly to perform the Project;

(b) Subparts I and J of 24 CFR part 570, which, in the event of conflict with any provision of Subpart E of the Uniform Guidance, will control;

(c) An allowable cost is one incurred by Subrecipient within the Period of Performance for this Agreement, except:

i. Administrative costs incurred by Subrecipient after the Period of Performance relating to close-out of the Project may be eligible for reimbursement.

(d) The cost must be included in the Project Budget;

(e) The cost must correspond to an Eligible Activity under Eligible Activities, Costs, and Funding Strategy in Section 1 of this Agreement.

(f) The cost for an Eligible Activity must be submitted to DED no later than the Eligible Activity Expenditure Deadline that corresponds to the Federal Grant Year for the Eligible Activity in the Eligible Activities, Costs, and Funding Strategy in Section 1 of this Agreement.

(g) The cost is not an Unallowable Cost. Unallowable costs include, but are not limited to, the following:

i. Costs incurred by Subrecipient before or after the Period of Performance, except as otherwise provided in section 7.2(c) of this Agreement;

i. Costs set forth in 24 CFR § 570.489(p)(1) to (4);

ii. Costs of prohibited lobbying activities, as set forth in 2 CFR § 200.450 (see certification in section 7.6 of this Agreement);

iii. Other costs disallowed by subpart E of the Uniform Guidance.

6.3. **Cost Allocation.** If any part of the costs to be reimbursed under this Agreement are joint costs involving allocation to more than one project or activity, such costs shall be allocated and reported in accordance with the provisions of this Agreement.

6.4. **Administrative Costs.** A Subrecipient's administrative costs are limited to four percent (4%) of the actual grant costs, not to exceed 4% of the Maximum CDBG Grant Amount or 4% of actual CDBG Funds paid to Subrecipient under this Agreement, whichever is lower. To be claimed for reimbursement, administrative costs must be included in the Project's Budget in the Subrecipient's Application.

6.5. **Indirect Costs.** If Subrecipient will request reimbursement for indirect costs other than the *de minimis* indirect cost rate (2 CFR § 200.414(f)), Subrecipient must submit to DED a copy of its negotiated indirect cost rate agreement (NICRA).

(a) Subrecipient will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the Funding Approval Form.

(b) Once the Subrecipient makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change it.

(c) Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency.

(d) If the indirect cost rate is provisional, once the rate becomes final, Subrecipient must remit any overpayment of funds to DED, and subject to the availability of funds, DED must remit any underpayment to Subrecipient.

6.6. **Lobbying Activities.** Subrecipient must not use CDBG Funds for prohibited lobbying activities, as set forth in 2 CFR § 200.450. Pursuant to the Byrd Anti-lobbying Amendment, 31 U.S.C. § 1352, the "New Restrictions on Lobbying" at 24 CFR part 87, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying" and related federal notices:

Subrecipient certifies, to the best of its knowledge and belief, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of Partner Agency, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Partner Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

iii. Subrecipient must require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

7. LOCAL MATCH (VOLUNTARY COST SHARING)

7.1. Subrecipient must meet its voluntary cost sharing commitment for the Project, as set forth in this Agreement.

(a) Subrecipient's voluntary cost sharing commitment in Subrecipient's Application was based on anticipated total project costs (the Total Approved Budget). Accordingly, Subrecipient's voluntary cost sharing commitment shall be determined as follows:

i. If actual Allowable Costs for the Project are less than the Total Approved Budget amount (e.g., the Project is completed at lower costs than anticipated), Subrecipient's voluntary cost sharing commitment under this Agreement shall be the product of the Cost Sharing Ratio and the actual Allowable Costs for the Project.

ii. If actual Allowable Costs for the Project exceed the Total Approved Budget amount, the CDBG Funds with which DED may reimburse Subrecipient cannot exceed the Maximum CDBG Grant Amount in section 1 of this Agreement.

(b) Subrecipient's voluntary cost sharing must comply with 2 CFR § 200.306.

(c) Voluntary cost sharing can only be met with Allowable Costs for the Project's Eligible Activities.

(d) Voluntary cost sharing, whether in cash or in-kind contributions, must be paid out at the same general rate as the CDBG Funds.

(e) Subrecipient must create and maintain sufficient records demonstrating its voluntary cost sharing to facilitate questions and audits.

7.2. Subrecipient must submit records to DED showing how it has met its voluntary cost sharing commitment in order to receive reimbursement under section 9 of this Agreement.

7.3. Subrecipient's failure to meet its voluntary cost sharing commitment may result in DED assigning specific award conditions or taking other action as authorized in section 14.2 of this Agreement.

8. INVOICES, PAYMENTS, AND CLOSEOUT

8.1. DED will reimburse Subrecipient for Allowable Costs based on the amounts for Project's Eligible Activities as set forth in the Project Budget, not to exceed the Maximum CDBG Grant Amount in section 1 of this Agreement.

8.2. DED will not reimburse Subrecipient until Subrecipient has submitted a Request for Funds with all supporting documentation, including invoices, as required by this Agreement and the CDBG Administration Manual, Chapter 4.

8.3. A payment by DED shall not prejudice DED's right to object to or question any reimbursement, invoice, or related matter. A payment by DED shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

8.4. Reimbursement to Subrecipient for travel, meals, or lodging shall be subject to amounts and limitations specified in the State of Missouri Travel Regulations, 1 C.S.R. § 10-11.010, and shall be contingent upon and limited by the Project Budget amount for such costs.

8.5. Prerequisites to Invoicing and/or Reimbursements

(a) **Environmental Review.** Pursuant to 24 CFR § 570.200(a)(4), and as set forth in section 13.4 of this Agreement, Subrecipient may be required to perform an environmental review for the Project.

(b) If applicable, Subrecipient must complete the environmental review as set forth in Chapter 8 of the CDBG Administration Manual (Environmental Review), and required under the National Environmental Policy Act, and submit a "Request for Release of Funds and Certification Form" to DED for forwarding to HUD for approval, after which DED would issue a Release of Funds letter (see CDBG Administration Manual, Ch. 8).

8.6. **Invoice Requirements and Grant Disbursement Reconciliation Report.** The Subrecipient must submit to DED, no more than once monthly, a Request for Funds with all necessary supporting documentation, by submitting them to: CDBG Program, P.O. BOX 118, Jefferson City, MO 65102-0118.

(a) Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly):

i. Invoice/reference number (assigned by Subrecipient);

ii. Invoice date;

iii. Invoice period (to which the reimbursement request is applicable);

iv. Project Number (from section 1);

v. Receipient/Grantor: State of Missouri Department of Economic Development;

vi. Subrecipient name;

vii. Subrecipient remittance address;

viii. Subrecipient contact for invoice questions (name, phone, and email, if available); and

ix. Itemization of reimbursement requested for the invoice period detailing, at minimum, all of the following:

a. The amount requested by Project Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by State Comprehensive Travel Regulations, are attached to the invoice);

b. The amount reimbursed by project budget line-item to date;

c. The total amount reimbursed under this Agreement to date; and

d. The total amount requested (all line-items) for the invoice period.

x. Documents as required in section 8 of this Agreement to enable DED to ensure it is reimbursing Subrecipient with CDBG Funds at the same general rate as Subrecipient's Local Effort is met.

(b) Subrecipient understands and agrees:

i. An invoice under this Agreement shall include only reimbursement requests for actual, reasonable, and necessary expenditures required to carry out the Project and shall be subject to the Project Budget and any other provision of this Agreement relating to allowable reimbursements;

ii. An invoice under this Agreement shall not include any reimbursement request for future expenditures; and

iii. An invoice under this Agreement shall initiate the timeframe for reimbursement only when DED is in receipt of the invoice, and the invoice meets the minimum requirements of this Agreement.

(c) DED shall not be responsible for the payment of any invoice submitted to DED after the grant disbursement reconciliation report. Any Subrecipient costs submitted for reimbursement after the grant disbursement reconciliation report will not be paid.

(d) Subrecipient must submit its final invoice and a grant distribution reconciliation report no later than 60 days after the end of the Period of Performance in a form and substance reasonably acceptable to DED.

(e) If total disbursements to Subrecipient under this Agreement exceed the Maximum CDBG Grant Amount in section 1 of this Agreement, or the maximums for professional service fees established in the CDBG Administration Manual, Subrecipient must refund the excess amount to DED. Subrecipient must submit the refund with the final grant disbursement reconciliation report.

(f) Subrecipient's failure to provide a final grant disbursement reconciliation report to DED as required by this Agreement may result in the Subrecipient being deemed ineligible for reimbursement under this Agreement, and the Subrecipient may be required to refund any and all payments made under this Agreement.

8.7. **Program Income.**

(a) Reporting and treatment of Program Income are subject to the requirements in 24 CFR 570.489(e), & .504, and chapter 4 of the CDBG Administration Manual.

(b) If equipment is purchased with CDBG Funds, and the equipment is sold, the proceeds shall be Program Income. See 24 CFR 570.502(a)(6).

8.8. **Closeout.**

(a) Subrecipient must close out its accounting records with respect to the Project at the end of the Period of Performance in such a way that reimbursable expenditures and revenue collections are not carried forward.

(b) Subrecipient must submit to DED all Project closeout documents no later than 60 days after the end of the Period of Performance.

(c) DED's closeout of the subaward covered by this Agreement shall take place pursuant to 2 CFR 200.344. (Per 24 CFR 570.502(a)(8)).

8.9. **Disallowed Costs.** Any amounts payable to the Subrecipient shall be subject to reduction for amounts included in any invoice or payment that are determined by DED, on the basis of audits or monitoring, to constitute an Unallowable Cost.

8.10. **DED's Right to Set Off.** DED reserves the right to set off or deduct from amounts that are or shall become due and payable to the Subrecipient under this Agreement.

8.11. Subrecipient must adhere to the deadlines for the Project. If the Subrecipient is unable to meet a deadline, the Subrecipient must request an extension of such deadline from DED in writing no later than five (5) business days prior to the deadline.

9. DISPOSITION OF REAL PROPERTY

9.1. Subrecipient must comply with the applicable requirements of 24 CFR 570.489(j):

(a) Real property, acquired or improved in whole or in part with CDBG Funds, must continue to meet the Project's National Objective for a period not less than five (5) years from the date of Project closeout by DED. If the Project's National Objective is not met for this time period, Subrecipient must repay to DED the amount of CDBG Funds received by Subrecipient under this Agreement.

(b) Subrecipient must repay to DED, upon sale of the real property funded by CDBG Funds to a non-eligible entity, the proceeds of the sale. When income is generated by an activity that is only partially assisted with CDBG Funds, the income must be prorated to reflect the percentage of CDBG Funds used.

10. RECORDKEEPING AND ACCESS TO RECORDS

10.1. Subrecipient must establish and maintain records sufficient to enable DED to determine whether Subrecipient has complied with this Agreement and applicable federal statutes and regulations, and to assist DED in meeting its recordkeeping and reporting requirements. Such records may include, but are not limited to:

(a) Records providing a full description of each activity undertaken;

(b) Records demonstrating that each activity undertaken meets the Project's National Objective(s);

(c) Records required to determine the eligibility of activities;

(d) Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG Funds;

(e) Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG regulations;

(f) Financial records as required by 24 CFR § 570.502, and 2 CFR part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and

(g) Other records necessary to document compliance with this Agreement, any other applicable federal statutes and regulations, and the terms and conditions of Subrecipient's federal award.

10.2. Subrecipient must give DED, HUD, the Missouri State Auditor, and their authorized representatives access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG Funds and necessary to facilitate such reviews and audits.

10.3. Subrecipient must retain all of its records relating to this Agreement, including supporting documentation, for three (3) years from HUD's closeout with DED of all Federal grant Agreement(s), unless audit questions have arisen or any legal action is contemplated or filed within the applicable time period and have not been resolved. All records shall be retained until all audit questions and legal actions have been resolved. Subrecipient shall safeguard and keep such records for such additional time as directed by DED.

(a) DED will notify affected Subrecipients when the Federal Grant Agreement(s) are closed out by HUD.

10.4. Notwithstanding section 11.3 of this Agreement to the contrary, Subrecipient shall retain records for individual activities subject to the change in use provisions of 24 CFR 570.489(j) for as long as 24 CFR 570.489(j) continues to apply to the activity.

10.5. Subrecipient must also comply with Chapters 1 and 4 of the CDBG Administration Manual regarding records, except that the duration for retention is as in section 11.3 of this Agreement.

10.6. Subrecipient must require its subrecipients to comply with the recordkeeping and access to records requirements of this section 11.

10.7. Subrecipient shall also require its subrecipients to transmit to Subrecipient, prior to closeout of the Project, records sufficient for the Subrecipient to demonstrate that all costs under this Agreement and any subaward agreement meet the requirements of the federal award.

11. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT HOUSING

11.1. Pursuant to 24 CFR 570.488, Subrecipient must comply with all applicable requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. § 4601 *et seq.*), and implementing regulations at 24 CFR 570.606 and 24 CFR part 42.

11.2. Subrecipient must also comply with Chapter 14 of the CDBG Administration Manual.

12. OTHER STATUTES, REGULATIONS, AND EXECUTIVE ORDERS APPLICABLE TO PROJECTS RECEIVING CDBG FUNDS

12.1. Subrecipient must comply with all applicable requirements of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301 *et seq.*), and implementing regulations at 24 CFR part 570.

(a) Subrecipient must ensure that all subaward agreements, contracts and subcontracts for the Project include clauses requiring compliance with the applicable requirements of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301 *et seq.*), and implementing regulations at 24 CFR part 570.

12.2. If the Project is a housing rehabilitation or construction project, or other public construction project to receive in excess of $200,000 in CDBG Funds, Subrecipient must comply with all applicable requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (12 U.S.C. § 1701u), and implementing regulations at 24 CFR part 75 ("Section 3").

(a) Subrecipient must include language in all subaward agreements, contracts, and subcontracts a provision requiring compliance with Section 3, which states, at a minimum:

i. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. § 1701u), and the implementing regulations in 24 CFR part 75 ("Section 3").

ii. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

iii. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

iv. Contractors agree to include Section 3 compliance provisions as set forth in sections i through iv herein in every subcontract subject to compliance with regulations in 24 CFR part 75.

12.3. Subrecipient must comply with all applicable requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR part 200 (Uniform Guidance) except to the extent modified, waived, or if alternative

requirements are set forth in 24 CFR part 570, subpart I, or specifically set forth in this Agreement.

(a) Subrecipient must perform this Agreement in compliance with the entirety of the Uniform Guidance as applicable, not just the provisions specifically discussed in this Agreement.

(a) Subrecipient must ensure that all subaward agreements, contracts and subcontracts for the Project include clauses requiring compliance with the applicable requirements of 2 CFR part 200, except to the extent modified, waived, or if alternative requirements are set forth in 24 CFR part 570, subpart I, or specifically set forth in this Agreement.

12.4. Subrecipient must comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 *et seq.*), and implementing regulations in 24 CFR part 58 ("NEPA").

(a) Subrecipient consents to assume and hereby assumes all of the responsibilities for environmental review, decision making, and actions that would apply to HUD or DED in order to ensure timely compliance with NEPA.

(b) In connection with Subrecipient's performance of environmental assessments under NEPA, Subrecipient must comply with:

i. The National Historic Preservation Act of 1966 (16 U.S.C. § 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), and implementing regulations at 36 CFR part 800 ("Section 106").

a. In carrying out Section 106 responsibilities, Subrecipient must consult with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR part 800.8) by the proposed activity and comply with all requirements established by the State of Missouri and to otherwise avoid or mitigate adverse effects upon such properties.

ii. Executive Order 11593, Protection and Enhancement of the Cultural Environment, and the implementing regulations of the Council on Environmental Quality (40 CFR parts 1500-1508);

iii. The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469 *et seq.*);

iv. Executive Order 11988, and HUD implementing regulations at 24 CFR part 55, regarding floodplain management;

v. Executive Order 11990, and HUD implementing regulations at 24 CFR part 55, regarding protection of wetlands;

vi. The Safe Drinking Water Act of 1974, as amended (42 U.S.C. §§ 201, 300(f) *et seq.*, and 21 U.S.C. § 349), and implementing regulations at 40 CFR part 149;

vii. Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 *et seq.*), and implementing regulations at 50 CFR part 402;

viii. Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. § 1271 *et seq.*);

ix. Clean Air Act of 1970, as amended (42 U.S.C. § 7401 *et seq.*), and implementing regulations at 40 CFR parts 6, 51, and 93;

x. Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251-1387), and implementing regulations;

xi. Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201 *et seq.*), and implementing regulations at 7 CFR part 658;

xii. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, February 11, 1994 (59 F.R. 7629).

xiii. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001 *et seq.*); and

xiv. Section 582 of the National Flood Insurance Reform Act of 1994 (42 U.S.C. § 5154a).

12.5. Subrecipient must comply with the policies and procedures set forth in Missouri Executive Order 96-03 for the protection of Missouri's wetlands.

12.6. Subrecipient must comply with all applicable requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846) and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856), and implementing regulations at 24 CFR part 35, as may be amended from time to time, with respect to federally-funded construction or rehabilitation of residential structures.

12.7. Subrecipient must comply with all applicable labor standards requirements of the following laws, as may be amended from time to time:

(a) For construction contracts in excess of $2,000, except for rehabilitation of residential property containing less than eight (8) units:

i. Pursuant to 42 U.S.C. § 5310(a), the Davis-Bacon Act, as amended (40 U.S.C. §§ 3141-3148), as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which require contractors to pay prevailing wage rates;

ii. The Copeland Anti-Kickback Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and

Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States"), which prohibit contractors from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled;

(b) For construction contracts in excess of $100,000 that involve the employment of mechanics or laborers (including guards and watchmen):

i. The Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which require that mechanics and laborers employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week;

(c) Subrecipient must ensure that all subaward agreements, contracts and subcontracts for the Project include clauses requiring compliance with the applicable requirements of the Davis-Bacon Act, the Copeland Anti-Kickback Act, and the Contract Work Hours and Safety Standards Act.

12.8. Subrecipient must comply with all applicable federal and state statutes, regulations, and executive orders relating to nondiscrimination and equal employment opportunity, including, but not limited to:

(d) Title II of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000a *et seq.*), which prohibits discrimination or segregation in any place of public accommodation on the ground of race, color, religion, or national origin;

(e) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d–2000d-4), and implementing regulations at 24 CFR part 1, which provide that no person shall, on the basis of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance;

(f) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601-3619, known as the Fair Housing Act), and implementing regulations at 24 CFR part 100, which provide that no person shall, on the basis of race, color, religion, sex, familial status, national origin, or disability, be discriminated against in the sale, rental, and financing of dwellings, and in other housing-related transactions;

(g) Section 109 of the Housing and Community Development Act of 1974 (42 U.S.C. § 5309), and implementing regulations at 24 CFR part 6, which provide that no person shall, on the grounds of race, color, national origin, sex or religion be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program or activity receiving federal financial assistance;

(h) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and Title II of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*), and implementing regulations at 24 CFR part 8, which provide that no otherwise qualified person shall, solely by reason of his or her disability, be subjected to discrimination in any program or activity receiving federal financial assistance;

(i) The Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 – 6107), and implementing regulations, which provide that no person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

(j) Executive Order 11063, as amended by Executive Order 12259, and implementing regulations, which provide that no person shall, on the basis of race, color, religion, sex or national origin, be subjected to discrimination in the sale, leasing, rental, or other disposition of properties and facilities receiving federal financial assistance;

(k) 24 CFR § 5.105(a)(2) which provides that a determination of eligibility for housing that is assisted by HUD shall be made in accordance with the eligibility requirements provided for such program by HUD, and such housing shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status;

(l) 24 CFR § 5.106, which ensures equal access for individuals in accordance with their gender identity in programs and shelter funded under programs administered by HUD's Office of Community Planning and Development, which includes the CDBG Program;

(m) Executive Order 11246, as amended, and the implementing regulations in 41 CFR chapter 60, regarding equal opportunity and affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity or national origin, including but not limited to the following:

i. 41 CFR § 60-1.4(b), which prohibits discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing or disclosing compensation;

ii. 41 CFR § 60-4.3, which requires the equal opportunity clause published at 41 CFR 60-1.4(b) to be included in all construction contracts and subcontracts in excess of $10,000 funded by CDBG Funds;

iii. 41 CFR § 60-4.2 requiring that the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)" set forth in 41 CFR § 60-4.2(d) is included in all solicitations for offers and bids on all construction contracts and subcontracts in excess of $10,000 to be paid for with CDBG Funds;

a. Pursuant to 43 F.R. 14899, 14900, Appendix A (1978), and 45 F.R. 85750, 85751 (1980), the State of Missouri goal for all counties for female participation in each trade is 6.9%;

b. Pursuant to 45 F.R. 65979, 65984, Appendix B-80 (1980), the State of Missouri's goals for minority participation in each trade depends on the county in which the Project will take place. Subrecipient should contact DED for the applicable goal percentage or consult the Federal Register Appendix;

(n) The Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157),and implementing regulations at 24 CFR part 41, which requires certain federally-funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people;

(o) Subrecipient must ensure that all subaward agreements, contracts and subcontracts for the Project include clauses requiring compliance with the applicable requirements of the laws, regulations and executive orders set forth in subsections (a) through (n) of this section 13.8.

12.9. Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701-707), and HUD's implementing regulations at 2 CFR 2429, which adopt the Office of Management and Budget guidance (subparts A through F of 2 CFR part 182).

12.10. Subrecipient shall comply with the requirements of the Hatch Act (5 U.S.C. §1501 *et seq.*), if applicable, which limits the political activities of employees or officers of state or local government whose principal employment activities are funded in whole or in part with federal funds.

12.11. Subrecipient, pursuant to 42 U.S.C. § 5304(l) and 24 CFR § 91.325(b)(6), must adopt and enforce:

(a) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and

(b) A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

12.12. Prohibition on certain telecommunications and video surveillance services or equipment (P.L. 115-232, § 889; 2 CFR § 200.216).

(a) Subrecipient and any additional subrecipients are prohibited from obligating or expending CDBG Funds to:

i. Procure or obtain;

ii. Extend or renew a contract to procure or obtain, or

iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in P.L. 115-232, § 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under P.L. 115-232, § 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See P.L. 115-232, § 889 for additional information.

(d) See also 2 CFR § 200.471.

12.13. Debarment and Suspension. Pursuant to 2 CFR part 2424 and 2 CFR part 180:

(a) Subrecipient certifies to the best of its knowledge and belief that it:

i. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

ii. Has not been convicted or had a civil judgment entered against it within the preceding three years of any of the following offenses:

a. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction;

b. Violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging;

c. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or

d. Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;

iii. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in section 16.12(b)i-iv.

iv. Have not had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

(b) Subrecipient agrees, when it enters into a covered transaction with another person, to verify that the person with whom Subrecipient intends to do business is not excluded or disqualified, by:

i. Checking SAM Exclusions; or

ii. Collecting a certification from that person; or

iii. Adding a clause or condition to the covered transaction with that person.

12.14. Subrecipient must comply with the requirements in 24 CFR § 5.109, including the requirements regarding disposition and change in use of real property by a faith-based organization.

12.15. **Build America, Buy America (BABA).** The Subrecipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Subrecipient of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by DED on or November 15, 2022, are subject to BABA requirements, unless excepted by a waiver.

13. DEFAULT AND REMEDIES

13.1. Subrecipient's negligent or intentional representation to DED, in Subrecipient's Proposal, this Agreement, a request for funds, or in any communication or document in connection

with the CDBG Program, that was false or misleading in any material respect on the date made to DED is a default event, in which case DED may cancel this subaward, and Subrecipient shall have no right or claim to this subaward and shall forfeit and repay the CDBG Funds received by Subrecipient under this subaward, plus any Program Income attributable to the CDBG Funds.

13.2. Subrecipient failure to perform the work in accordance with the terms of this Agreement, maintain satisfactory performance as determined by DED, or otherwise comply with the terms of this Agreement is a default event, in which case DED may take one or more of the following actions:

(c) Issue a letter of warning advising Subrecipient of the deficiency and putting Subrecipient on notice that additional action will be taken if the deficiency is not corrected or is repeated;

(d) Recommend or request Subrecipient to submit a corrective action plan, and if Subrecipient fails to comply, take additional action as otherwise set forth in this section 14.2;

(e) Impose additional award conditions in accordance with 2 CFR § 200.208 (Specific conditions);

(f) Temporarily withhold CDBG Funds pending the correction of the deficiency;

(g) Disallow costs and establish an accounts receivable;

(h) Wholly or partially suspend or terminate this Agreement;

(i) Initiate suspension or debarment proceedings in accordance with 2 CFR Parts 180 and 1326;

(j) Declare an amount equal to the to the CDBG Funds amount, plus any Program Income attributable to the CDBG Funds, to be due and payable, and upon such declaration, such amounts shall immediately become due and payable;

(k) Require Subrecipient to return to DED, a contractor, or a supplier any equipment, materials, or supplies purchased or leased using CDBG Funds; and

(l) Any other action DED deems appropriate.

13.3. DED must notify Subrecipient in writing of its action under section 14.2 of this Agreement, the reasons for the action, and the effective date of the action.

13.4. Subrecipient shall not obligate CDBG Funds covered by this Agreement in any way after cancellation of this Agreement, and it shall be Subrecipient's duty to take any and all legal efforts to cancel any obligations outstanding with respect to the CDBG Funds upon cancellation.

13.5. 2 CFR §§ 200.340 (Termination) through 200.343 (Effects of suspension and termination) apply to this subaward if it is terminated prior to the date in section 5 of this Agreement.

14. STANDARD TERMS AND CONDITIONS

14.1. **Federal Laws and Regulations.** This Agreement is subject to the laws and regulations of the United States. Subrecipient must comply with all applicable requirements of all Federal laws, regulations, executive orders, and policies governing the CDBG Program in addition to those specifically stated in this Agreement.

14.2. **State Laws and Regulations.** This Agreement is subject to the laws and regulations of the State of Missouri. Subrecipient must comply with all applicable requirements of all Missouri laws, regulations, executive orders, and policies governing the CDBG Program in addition to those specifically stated in this Agreement.

14.3. **Subrecipient Status.** Subrecipient and Subrecipient's employees are not employees of DED or the State, and shall not represent themselves to be employees of DED or the State.

14.4. **Obligations of Subrecipient not Obligations of the State.** Subrecipient hereby agrees that any obligations entered into by the Subrecipient or its agents in performing this Agreement, including but not limited to a subaward, contract, subcontract, or material or service order, shall not be an obligation of DED or the State, and neither DED nor the State will be responsible for fulfillment of Subrecipient's obligations.

14.5. **Authorized Employees – Federal Law.** Subrecipient must comply with the Immigration Reform and Control Act, 8 U.S.C. § 1324a *et seq.*, which prohibits employers from hiring and employing an individual for employment in the U.S. knowing that the individual is not authorized with respect to such employment.

14.6. **Authorized Employees – Missouri Law.** Pursuant to subsection 1 of section 285.530 RSMo, Subrecipient must not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

(a) As part of Subrecipient's Application, Subrecipient certified its compliance with § 285.530 RSMo and submitted a copy of Subrecipient's Employment Eligibility Verification Program ("E-Verify") Memorandum of Understanding.

(b) Subrecipient hereby reaffirms its enrollment and participation in E-Verify with respect to the employees working in connection with the Project under this Agreement.

14.7. **Funds Availability.** Funding for this Agreement must be appropriated by the Missouri General Assembly for each fiscal year in which Subrecipient submits Requests for Funds to DED. Subrecipient agrees that this Agreement shall not be binding upon DED for any period in which funds have not been appropriated, and DED shall not be liable for any damages or costs, including attorney's fees, associated with cancellation caused by lack of appropriations.

14.8. **Amendments.** This Agreement may be amended, supplemented, reduced, or superseded only by a writing executed by the Parties.

14.9. **Notices.** All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and addressed as set forth in Notice to Subrecipient and Notice to DED in section 1 of this Agreement.

(a) Notwithstanding section 15.8 of this Agreement to the contrary, any Party may from time to time designate, unilaterally and by written notice given under this section to the other, additional or substitute contact information.

(b) All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation of receipt, whichever occurs first.

14.10. **Interpretation.** In this Agreement, unless the context otherwise reasonably requires:

(a) Headings are for reference purposes only and do not alter the interpretation of this Agreement;

(b) Words importing the singular may include the plural and vice versa, as reasonably required by context;

(c) References to any document include references to such document as amended, novated, supplemented, varied, or replaced from time to time;

(d) References to a statute, regulation, federal notice, or executive order means such statute, regulation, federal notice, or executive order as amended from time to time; and

(e) References to a Party includes that Party's legal successors (including but not limited to executors and administrators) and permitted assigns.

14.11. **Governing Law**. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Missouri.

14.12. **Consent to Jurisdiction.** Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of Missouri in Cole County, Missouri, or of the United States District Court for the Western District of Missouri, and by signing and delivering this Agreement to DED, Subrecipient hereby voluntarily and irrevocably accepts, generally and unconditionally, to the personal jurisdiction of the aforesaid courts.

14.13. **No Assignment**. Subrecipient shall not assign, including by merger (if Subrecipient is the disappearing entity), consolidation, dissolution, novation, or operation of law, any of its rights or obligations under this Agreement, except with the prior written consent of DED. Any purported transfer in violation of this section 15.13 will be void.

14.14. **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective authorized successors and assigns.

14.15. **No Third Party Beneficiaries**. This Agreement does not contemplate any third-party beneficiaries, nor shall it be construed to create any legal right nor authorize a cause of action by any person who is not a Party.

14.16. **Severability**. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.

14.17. **Legal Capacity**. The signatories to this Agreement on behalf of the Parties represent that they have full capacity and authorization to sign this Agreement and bind their respective Party.

14.18. **Counterparts**. This Agreement may be signed by the Parties in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

14.19. **Electronic Documents**. Any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither Party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

15. ENTIRE AGREEMENT

15.1. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the Parties.

[The remainder of this page is intentionally blank. Signature page follows.]

Missouri Department of Economic Development
By:

_____ _____
Christina Carver, Division Director — Date signed
Business and Community Solutions

Village of Sunrise Beach
By:

_____ Susan Shneider
Signature — Printed Name

Chairman _____
Printed Title — Date
(City Mayor, Village Board Chairman,
or Presiding County Commissioner)

Attest:

_____ _____
Signature — Printed name

_____ _____
Printed Title — Date
(City, Village, County Clerk,
or other official of the Subrecipient)

Note: The Subrecipient's seal must be affixed over the Subrecipient's signatures. If no such seal exists, it must be properly notarized. One copy with original and printed signatures is required.

Exhibits

Exhibit 1 Federal Grant Agreement No. B-18-DC-29-0001

Exhibit 2 Federal Grant Agreement No. B-19-DC-29-0001

Exhibit 3 Federal Grant Agreement No. B-20-DC-29-0001

Exhibit 4 Federal Grant Agreement No. B-21-DC-29-0001

Exhibit 5 Federal Grant Agreement No. B-22-DC-29-0001

Exhibit 6 Federal Grant Agreement No. B-23-DC-29-0001

Exhibit 7 Federal Grant Agreement No. B-24-DC-29-0001

Exhibit 8 Federal Grant Agreement No. B-25-DC-29-0001

Resolution No. 2026-02

A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE BOARD OF TRUSTEES TO ENTER INTO AN AGREEMENT WITH COCHRAN ENGINEERING FOR PROFESSIONAL SERVICES RELATING TO THE BEACHWOOD DRIVE IMPROVEMENT PROJECT

WHEREAS, the Village of Sunrise Beach has been awarded Community Development Block Grant funding through the State of Missouri for the Beachwood Drive Improvement Project, and the Village requires certain professional services to assist with planning, designing, inspecting and administering the planned improvement project; and

WHEREAS, the Village has canvassed the qualifications of various firms qualified to provide the requested professional services, and upon review has determined Cochran Engineering as the firm best qualified to provide said services, and has further requested a fee proposal from Cochran to provide said professional services as hereinafter provided;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Village of Sunrise Beach, as follows:

1. The Chairman of the Board of Trustees is authorized and directed to enter into an agreement with Cochran Engineering for professional services in substantially the form as the attached Exhibit A. The total project fee shall be as provided for in the agreement and shall not exceed $45,000.

2. The scope of services, project deliverables and fees shall be as provided for in the agreement and are restated here as reference:
   - Cut pavement cores as needed to ascertain existing asphalt and pavement thickness.
   - Attend meetings as necessary.
   - Develop preliminary plans and cost estimates and recommend to the City the best overall general design.
   - Ensure compliance with all environmental regulations, as required. *Any additional fees for environmental investigation (i.e. Archeological Survey, etc.) is not included in this proposal.*
   - Submit preliminary plans and estimates for review by the City and the Missouri Department of Economic Development and Business and Community Services.
   - Based on approvals of preliminary plans, prepare detailed construction plans, cost estimates, specifications and related documents as necessary for the purpose of soliciting bids for constructing the project.
   - Provide the City with completed plans, specifications and cost estimates for the purpose of obtaining construction authorization from the Missouri Department of Economic Development and Business and Community Services.
   - Upon receipt of construction authorization from Missouri Department of Economic Development and Business and Community Services, make final corrections resulting from reviews by agencies involved and provide plans, specifications, and bid documents to the City.

- Provide the City with a list of qualified area bidders and assist the City in advertising for bids.
- Assist the City in evaluating bids and requesting concurrence in award from Missouri Department of Economic Development and Business and Community Services.

BE IT FURTHER RESOLVED that the City Manager and all other staff members are hereby authorized to take such other action as may be necessary to carry out the purposes of this Resolution.

Passed this 12th Day of January, 2026

_____

Susan Schneider, Chairman

Attest

_____

City Clerk

COCHRAN
Architecture
Civil Engineering
Land Surveying
Site Development

905 Executive Drive
Osage Beach, Missouri 65065
Telephone: 314-842-4033
Fax: 314-842-5957
E-Mail: david@cochraneng.com

January 7, 2026

Mr. Steve Roth
City Manager
Sunrise Beach
16537 North Highway 5
PO Box 348
Sunrise Beach, MO 65079

RE: Proposal – Design Engineering Services
Roadway Improvements – Beachwood Drive CDBG Project

Dear Mr. Roth:

Thank you for giving Cochran the opportunity to submit this proposal for professional engineering services for the above-referenced project. In accordance with your email yesterday, we are pleased to offer the following professional services for your consideration:

SCOPE OF SERVICES:

1. **Design and Bidding Phase** – provide professional engineering services to prepare the project manual, plans, specifications, job special provisions, detail sheets, and a full set of bidding documents for the Beachwood Drive improvement project, consistent with the City's CDBG Application. Specific Tasks will include the following:

    a. Cut pavement cores as needed to ascertain existing asphalt and pavement thickness.
    b. Attend meetings as necessary.
    c. Develop preliminary plans and cost estimates and recommend to the City the best overall general design.
    d. Ensure compliance with all environmental regulations, as required. ***Any additional fees for environmental investigation (i.e. Archeological Survey, etc.) is not included in this proposal***.
    e. Submit preliminary plans and estimates for review by the City and the Missouri Department of Economic Development and Business and Community Services.
    f. Based on approvals of preliminary plans, prepare detailed construction plans, cost estimates, specifications and related documents as necessary for the purpose of soliciting bids for constructing the project.
    g. Provide the City with completed plans, specifications and cost estimates for the purpose of obtaining construction authorization from the Missouri Department of Economic Development and Business and Community Services.
    h. Upon receipt of construction authorization from Missouri Department of Economic Development and Business and Community Services, make final corrections resulting from reviews by agencies involved and provide plans, specifications, and bid documents to the City.
    i. Provide the City with a list of qualified area bidders and assist the City in advertising for bids.
    j. Assist the City in evaluating bids and requesting concurrence in award from Missouri Department of Economic Development and Business and Community Services.

OWNER'S RESPONSIBILITY:

1. The Owner shall give prompt and thorough consideration to all sketches, drawings, bid documents and other documents laid before him. Prompt decisions will be required if project is to proceed on schedule.
2. Advertisement and receipt of construction bids.

FEE:

1. The total amount of fee to be paid for the "Design and Bidding Phase" outlined in this proposal shall be a lump sum fee of $45,000.00.

PAYMENT:

1. An invoice for progress payments will be submitted monthly during the performance period of this contract for professional services rendered. It is agreed that monthly progress payments for fees earned under this agreement are due and payable within thirty (30) days of submission of invoices. Any invoices remaining unpaid beyond thirty (30) days will accrue interest at the rate of one and one-half (1½%) per month on the unpaid balance.
2. It is further understood that if the project is abandoned, or if any work being performed is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished.
3. In addition, payment will be due for all reimbursable expenses incurred prior to receipt of written notice or such abandonment or suspension.

TIME OF PERFORMANCE:

We will make every effort to complete the project within the Owner's time frame and according to schedule. Cochran will not, however, be responsible for delays caused by events beyond our control.

TERMS AND CONDITIONS:

Attached to this proposal is a copy of the Cochran Standard Terms and Conditions. These terms and conditions shall apply to this proposal for professional services, which can also serve as a letter agreement. This document is enclosed for your review and reference.

GENERAL:

Cochran's reputation is based on understanding and meeting all the project objectives of our clients. We look forward to having an opportunity to demonstrate that responsiveness by providing timely and cost effective professional services.

If you would like to authorize Cochran to perform the professional services outlined in this proposal, please indicate your acceptance of the terms of this letter agreement by signing in the space provided below and returning one (1) copy for our contract files.

If you have any questions or changes regarding this proposal, please contact me at 314-842-4033. Thank you.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Sincerely,



Dave Christensen, P.E.
Vice President

Acceptance:
City of Sunrise Beach

By: _____

Title: _____

Date: _____

Attachments – Cochran Standard Terms & Conditions

COCHRAN STANDARD TERMS AND CONDITIONS

AGREEMENT These terms and conditions constitute an agreement between Cochran and the Client addressed in the accompanying proposal letter to which these Terms and Conditions are attached. Such proposal letter, along with these Terms and Conditions, shall constitute the entire contract ("Contract") for services between the two parties unless specifically stated otherwise in the proposal letter or as amended by subsequent agreements for additional services. Any changes, modifications or amendments to the contract (including any agreement for additional services) must be in writing, and must be signed by both parties. Both Cochran and the Client are deemed to have accepted these Terms and Conditions for the project described when acknowledged by signature on the accompanying proposal letter. The terms in this Contract shall have the same meaning as in AIA document A201 General Conditions of the Contract for Construction, 1997 Edition ("A201 General Conditions").

PROFESSIONAL SERVICES Cochran shall provide only those basic services described in the accompanying proposal letter unless additional services are added upon mutual agreement between both parties. Neither party may assign this Contract to a third party without the consent of the other.

COCHRAN will perform all services consistent with the standard of care normally exercised by others in the profession in question and in the same community. Cochran will re-perform any services not meeting this standard caused by the negligent act or omission of Cochran.

If Cochran's scope of work includes construction phase services, the administration of the construction contract shall be pursuant to AIA document A201 General Conditions, unless otherwise agreed to by the parties in writing. To be enforceable against Cochran, any modifications to that document must be consistent with this Contract or approved in writing by Cochran. If there is a conflict between the A201 General Conditions and this Agreement, then this Agreement will control.

COCHRAN will not direct the work activities of the Client's employees or any construction contractors, sub-contractors or any of their employees, or other individuals not employed by Cochran. Cochran will abide by any job-site safety programs identified by the Client but will not be responsible for job-site safety of any workers or persons not employed by Cochran. Cochran will not control or be responsible for the construction means, methods, sequencing or procedures of any construction contractors, sub-contractors or any of their employees. Cochran will not be responsible for the failure of any Contractor to perform the Work in accordance with the Contract Documents. In addition, Cochran will not be responsible for identification of unsafe conditions, nor for the identifications, handling, or removal of hazardous or toxic substances. When making any interpretation or decision as required by the General Conditions on matters concerning performance under or requirements of the Contract Documents, Cochran will not show partiality to any party, and shall not be liable for the results or interpretations or decisions so rendered in good faith.

TIME OF PERFORMANCE Cochran will commence work immediately after receipt of written notice-to-proceed and receipt of all required information from the Client. Cochran will endeavor to complete the project within the time stated in the proposal, but will not be responsible for delays caused by events beyond Cochran's control. Cochran will also not be responsible for damages (as well as delays) caused by such events.

TERMINATION OF SERVICES This Contract may be terminated by either party upon not less than seven days written notice should the other party fail to substantially perform in accordance with these terms and conditions, which includes the failure to make payments to Cochran in accordance with this Contract. Furthermore, this Contract may be terminated for convenience upon mutual agreement between the parties.

DISPUTE RESOLUTION Any claim, dispute, or other matter in question arising out of this Contract, shall first be submitted to nonbinding mediation in accordance with the Construction Industry Mediation Rules of the American Association ("AAA"). Mediation shall be held where the project is located and both parties shall share equally in the mediator's fees and filing fees.

Any claims, disputes, or other matters in question arising out of or relating to this Contract that are not resolved by mediation shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA. A demand for arbitration must be made within a reasonable time, and before the expiration of the applicable statute of limitations. Unless it consents in writing, Cochran may not be joined in any other arbitration involving the same project. If the parties have to arbitrate their dispute, the prevailing party is entitled to recover attorney's fees and costs. Arbitration shall be held where the project is located.

CONSEQUENTIAL DAMAGES Both parties mutually waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Contract or the performance of Cochran. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and/or breach of warranty.

COMPENSATION The Client agrees to compensate Cochran in the amount stated in the accompanying proposal letter for the basic services described therein and agrees to additional compensation for such additional services as may be subsequently amended to this Contract. Unless stated otherwise in the accompanying letter, the quoted compensation for the services described is fixed for a period of thirty days from the date of the proposal letter.

An invoice for progress payments will be submitted monthly during the performance period of this Contract. It is agreed that monthly progress payments for fees earned under this contract are due and payable within thirty (30) days of submission of invoices. Any invoices remaining unpaid beyond thirty (30) days will accrue interest at the rate of one and one-half percent (1 ½%) per month on all invoices unpaid 30 days after submission. It is further understood that if the project is terminated, or if any work being performed is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished. The Client will pay all costs (including legal fees and arbitration and/or court costs) incurred by Cochran in collecting amounts due but unpaid. In the event that the client disputes an invoice, the client will make payment of all amounts of the invoice that are not in dispute. If the project is terminated, the client will pay Cochran's incurred costs related to the termination (e.g., close-out costs, costs of terminating contracts with consultants, etc.)

Unless specifically itemized in the accompanying letter, reimbursable expenses are in addition to the stated compensation for basic and additional services. Standard reimbursable expenses shall include: Client authorized out-of-town travel, transportation, and subsistence expenses; fees paid for securing approval of jurisdictional authorities; postage, courier, or other delivery fees; material costs for models, mock-ups, or other presentation media; photographic film and development expenses.

LIMIT OF LIABILITY To the fullest extent permitted by law, Cochran's liability to the Client for any claims, losses, expenses, or other damages arising out of this Contract and/or Cochran's performance shall not exceed the agreed upon compensation for basic and additional services covered under this Contract.

DOCUMENTS All documents and electronic media produced by Cochran under this Contract ("Instruments of Service") shall remain the property of Cochran, and Cochran shall retain all rights to the same, including copyrights, and they may be used by the Client only for the project stated in the accompanying proposal letter. In the event of the termination of this Contract, the Client shall return the Instruments of Service to Cochran, and they may not be used by the Client or a third party to complete the project without the written consent of Cochran.

MISCELLANEOUS This Contract and the rights of the parties shall be governed by the laws of the State of Missouri. To the extent that property insurance covers a loss during construction, the parties waive all rights against each other, including the rights of subrogation, to the extent of that insurance.

Resolution No. 2026-3

A RESOLUTION OF THE VILLAGE OF SUNRISE BEACH, MISSOURI, AMENDING THE FY 26 BUDGET TO ADJUST PAY RATES FOR CERTAIN EMPLOYEES

WHEREAS, the adopted FY 26 budget of the Village of Sunrise Beach includes a Pay and Benefits schedule setting forth rates of pay for Village employees; and

WHEREAS, the Board desires to amend the Pay and Benefits schedule upon the recommendation of a Village Department Director;

NOW, THEREFORE BE IT RESOLVED by the Board of Trustees of the Village of Sunrise Beach, Missouri, as follows;

1. The Pay and Benefits schedule in the adopted FY 26 budget is hereby amended as provided for in the table below.

	Salaries and Wages			Benefits, amended				
	Rate of Pay, adopted	Rate of Pay, amended	Annual, amended	FICA	Health Insurance	LAGERS	Total benefits	Grand Total Pay and Benefits, amended
Public Works								
Superintendent	$26.78	$25.28	$52,582	$4,023	$11,000	$4,732	$19,755	$72,337
Maintenance Laborer 1	$23.50	$25.00	$52,000	$3,978	$11,000	$4,680	$19,658	$71,658

2. For sake of clarity, the intent of this amendment is to merely adjust the rates of pay for two employees within the previously adopted budget limits and does not increase the total personnel costs as initially adopted by the Board.

3. The pay rates as herein adopted shall become effective with the pay period commencing January 8, 2026.

Passed this 12th Day of January, 2026.

_____

Susan Schneider, Chairman

Attest

_____

City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE TO SUBMIT TO THE VOTERS OF SUNRISE BEACH, AT THE MUNICIPAL ELECTION SCHEDULED FOR TUESDAY, APRIL 7, 2026, THE QUESTION OF WHETHER THE VILLAGE SHALL IMPOSE A VILLAGEWIDE SALES TAX OF ONE-HALF (1/2) OF ONE PERCENT (1%) FOR THE PURPOSE OF IMPROVING PUBLIC SAFETY AND PRESCRIBING THE FORM FOR THE BALLOT QUESTION TO BE PUT BEFORE THE VOTERS.

WHEREAS, the Village of Sunrise Beach desires to improve the law enforcement services it provides to its residents; and

WHEREAS, the Sunrise Beach Police Department provides professional law enforcement services but has limited resources to carry out its numerous responsibilities; and

WHEREAS, the Board of Trustees of the Village of Sunrise Beach, Missouri, deems it to be in the public interest to submit to the electors of the Village of Sunrise Beach at the Municipal Election to be held in the Village on April 7, 2026, the question of whether to impose a General Sales Tax of one-half (1/2) of one percent (1%) for the purpose of improving public safety.

NOW, THEREFORE, be it ordained by the Board of Trustees of the Village of Sunrise Beach as follows:

Section 1. That there be submitted to the qualified electors of the Village of Sunrise Beach, Missouri, at a Special Election to be held in said Village on the 7th day of April, 2026, the following question concerning whether the Village of Sunrise Beach shall impose a General Sales Tax, pursuant to Section 94.900 of the Revised Missouri Statutes, said question to state as follows:

> "SHALL THE VILLAGE OF SUNRISE BEACH IMPOSE A VILLAGEWIDE SALES TAX AT A RATE OF ONE-HALF (1/2) OF ONE PERCENT (1%) FOR THE PURPOSE OF IMPROVING PUBLIC SAFETY?"

Section 2. The election shall be conducted in compliance with the relevant Missouri state statutes and the Village Code of Ordinances relating to the conduct of elections within the Village of Sunrise Beach and that the County Clerks of Camden County and Morgan County shall publish the appropriate notice related to the election according to law. The notice shall include the question to be submitted as set forth in this Ordinance and shall be published in a paper of general circulation in Camden County, Missouri and a paper of general circulation in Morgan County in accordance with Missouri law.

Section 3. For purpose of this Ordinance, the term “improving public safety” shall include, but not be limited to, expenditures on equipment, village public safety employee salaries and benefits, and facilities for police.

Section 4. The City Clerk shall prepare and execute the form of the Notice of said election and shall transmit the same to the Camden County Clerk and the Morgan County Clerk, and request the Camden County Clerk and Morgan County Clerk conduct said election as required by law.

Section 5. The ballot shall be in substantially the following form:

"OFFICIAL BALLOT

Election - Tuesday, April 7, 2026

PROPOSITION “PD”

“SHALL THE VILLAGE OF SUNRISE BEACH, MISSOURI, IMPOSE A SALES TAX OF ONE-HALF (1/2) OF ONE PERCENT (1%) FOR THE PURPOSE OF IMPROVING PUBLIC SAFETY?

Yes. □

No. □

Section 6. The City Clerk shall canvas the results of the election as verified by the Camden and Morgan County Clerks and report the same to the Council at the next scheduled Council meeting following the election.

Section 7. This Ordinance shall become effective immediately from and after its adoption and approval.

PASSED BY THE BOARD OF TRUSTEES THIS _____ DAY OF _____, 2025.

First Reading Date: _____

Second Reading Date: _____

Roll Call Vote: Yeas: _____

Nayes: _____

APPROVED BY THE BOARD OF TRUSTEES THIS _____ DAY OF _____, 2025.

_____

Susan Schneider, Chair

Attest:

_____

Village Clerk

Bid Proposal for DX Mic Pro Leak detector

CUSTOMER

VILLAGE OF SUNRISE BEACH
16537 HWY 5
SUNRISE BEACH, MO 65079

Job
DX Mic Pro Leak detector
Sunrise Beach, MO
Bid Date: 02/26/2026 01:30 pm
Bid #: 4653364

CONTACT

Sales Representative
Justin King
(T) 573-348-1273
(F) 573-348-2874
Justin.King@coreandmain.com

Core & Main
1049 B Industrial Dr
Osage Beach, MO 65065
(T) 5733481273

NOTES

Bid Proposal for DX Mic Pro Leak detector

VILLAGE OF SUNRISE BEACH
Job Location: Sunrise Beach, MO
Bid Date: 02/26/2026 01:30 pm
Core & Main Bid #: 4653364

Core & Main
1049 B Industrial Dr
Osage Beach, MO 65065
Phone: 5733481273
Fax: 5733482874

Seq#	Qty	Description	Units	Price	Ext Price
10	1	DX MIC PRO	EA	6,500.00	6,500.00
				Sub Total	**6,500.00**
				Tax	0.00
				Total	**6,500.00**

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/terms-of-sale/

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

The Sound Choice for Leak Detection™

fluidconservation.com
(800) 531-5465
1960 Old Gatesburg Road, Suite #150
State College, PA 16803

DXmic Pro

Digital Ground Microphone

Auto Filler Function	Sets filters around peak noise: - filter selection with noise level indicator and frequency analysis - minimum level profiling - device settings
Frequency Range	0 to 5000Hz
Battery Life	Minimum 25 hours (battery saving) 15 hours (constant)
Battery Charge	Maximum 8 hours
Charger (not applicable to DXmic lite version)	Universal 110-240V AC mains charger with 12V DC output (optional in car adapter), all items can charge in case.
Dimensions	H = 193mm, W = 109mm, D = 60mm (7.5" x 4.2" x 2.3")
Display	5" Resistive LCD colour touch screen
Weight	600g (with batteries)
Operating Temp.	-15 to +50°C (5 to +120°F)
Ingress Protection	IP65
Headphones	Studio or aviation quality headphones are supplied as standard
Audio Protection	Automatic Safety Noise Level cut-off
Ground Microphone (Rmic)	High sensitivity piezo-electric sensor mounted in windproof, nitrile rubber housing - low noise - 1.5m cable - 2.9kg weight
Hand Probe Attachment	Hand probe is supplied with a tripod foot and two aluminum probe rods for sounding in soft ground Each probe rod is 400mm in length. In addition, the DXMic comes with an elephant foot microphone for hard surfaces.
DXmic Pro Additional Features	As above, plus: - recording of leak noise - replay of leak noise through App - increased memory capacity



Key Features and Benefits

- **High-Quality Audio**: Delivers exceptional digital sound for precise leak detection.
- **Resistive Color Touch Screen**: Features clear, multifunctional graphics and glove-friendly usability for convenience in all conditions.
- **Frequency Display**: Displays frequency for each analysis and filter setting, with an auto-filter function that adjusts filters around peak noise for accuracy.
- **Versatile Sensors**: Includes Xmic foot and hand probe sensors for adaptable detection needs.
- **Minimum Noise Level Display**: Effectively highlights leak noise for accurate pinpointing.

Learn More

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CITY OF SUNRISE BEACH
A/P Aging Summary
As of January 8, 2026

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Cenex Fleet Fueling	1,315.74	0.00	0.00	0.00	0.00	1,315.74
CG'S MINI MART	591.18	0.00	0.00	0.00	-937.14	-345.96
CNA SURETY	762.66	0.00	0.00	0.00	0.00	762.66
CO-MO CONNECT	749.19	0.00	0.00	0.00	-38.22	710.97
eVolv Solutions	69.16	0.00	0.00	0.00	0.00	69.16
FDAssociates	253.94	0.00	0.00	0.00	0.00	253.94
First Responder Outfitters-CAR	1,522.98	0.00	0.00	0.00	0.00	1,522.98
JBC Tire LLC	151.65	0.00	0.00	0.00	0.00	151.65
LAKE MEDIA	54.60	0.00	0.00	0.00	0.00	54.60
Lauber Municipal Law, LLC	164.00	0.00	0.00	0.00	0.00	164.00
LIBERTY NATIONAL	291.09	0.00	0.00	0.00	0.00	291.09
MAGRUDER LIMESTONE CO., INC.	126.45	0.00	0.00	0.00	0.00	126.45
MID-STATES ORGANIZED CRIME	100.00	0.00	0.00	0.00	0.00	100.00
Miller Law Office	1,250.00	0.00	0.00	0.00	0.00	1,250.00
MISSOURI CITY CLERKS AND FINANCE OFFICE...	270.00	0.00	0.00	0.00	0.00	270.00
MISSOURI POLICE CHIEFS ASSOCIATION	790.00	0.00	0.00	0.00	0.00	790.00
O'REILLY AUTO PARTS	26.97	0.00	0.00	0.00	0.00	26.97
PORTER'S OF LAURIE	22.00	0.00	0.00	0.00	0.00	22.00
Pro-Vision	720.00	0.00	0.00	0.00	0.00	720.00
REPUBLIC SERVICES #435	210.10	0.00	0.00	0.00	0.00	210.10
SUMMIT NATURAL GAS	198.88	0.00	0.00	0.00	0.00	198.88
SUNRISE TRUE VALUE	29.67	0.00	0.00	0.00	0.00	29.67
TOTAL	9,670.26	0.00	0.00	0.00	-975.36	8,694.90

SUNRISE BEACH - WATER/SEWER FUND
A/P Aging Summary
As of January 8, 2026

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
CO-MO ELECTRIC	3,567.46	0.00	0.00	0.00	0.00	3,567.46
CORE & MAIN	1,533.68	0.00	0.00	0.00	0.00	1,533.68
FP MAILING SOLUTIONS	93.99	0.00	0.00	0.00	0.00	93.99
HAYNES EQUIPMENT	0.00	0.00	0.00	0.00	-5,753.97	-5,753.97
Liberty National	50.71	0.00	0.00	0.00	0.00	50.71
LOE	11,416.02	0.00	0.00	0.00	0.00	11,416.02
MISSOURI ONE CALL SYSTEM, IN.	45.90	0.00	0.00	0.00	0.00	45.90
On Lake Time Sunrise Beach LLC	142.49	0.00	0.00	0.00	0.00	142.49
REEVES-WIEDEMAN COMPANY	97.80	0.00	0.00	0.00	0.00	97.80
TOTAL	16,948.05	0.00	0.00	0.00	-5,753.97	11,194.08

Jan-26	COMPANY	AMOUNT	DEPARTMENT	REASON
BILLS DUE	MO DEPT TX DV	11.23	GEN	WITHHOLDING BLNC
	GRAINGER	138.56	PUBLIC WORKS	PLOW/TRUCK
	ADOBE	12.99	GEN	SOFTWARE
	TEXAS ROADHOUSE	21.42	SBPD	TRAINING/MEAL
	CHIC FIL A	11.07	SBPD	TRAINING/MEAL
	HUHOT MONGOLIAN	22.45	SBPD	TRAINING/MEAL
	U.S. POSTMASTER	6.93	GEN	CERT MAIL
	WOOD'S SUPERMKT	34	GEN	PAPERTWL/TP
	O'REILLY	19.99	PUBLIC WORKS	HEAT SHRINK
	POPEYES	13.04	SBPD	TRAINING/MEAL
	BURGER KING	12.28	SBPD	TRAINING/MEAL
	JIMMY JOHNS	9.83	SBPD	TRAINING/MEAL
	GETSLING	10.29	SBPD	OFFICE/SUPPLY
	MICROSOFT	9.99	GEN	SOFTWARE
	GRAINGER	58.51	PUBLIC WORKS	PLOW/TRUCK
	WOOD'S SUPERMKT	5.71	GEN	WATER X 2
	NATIONAL IMPRINT	217.77	SBPD	
	NARTEC	291.47	SBPD	DRUG TST EQUIPMNT
	AGERO ROADSIDE	227.5	SBPD	VEHICLE TWO
	O'REILLY	18.9	PUBLIC WORKS	TETH FUEL CP/RELAY
	U.S. POSTMASTER	156	GEN	STAMP ROLL X 2
	WOOD'S SUPERMKT	6.97	GEN	SOAP/ROOMSPRAY
	VERIZON BUSINESS	200.05	SBPD	HOTSPOTS
	AMAZON	87	SBPD	2 CH BASS/SUB WFAMP
	AMAZON	13.45	SBPD	ENGRAVING TOOL/PN
	AMAZON	12.99	SBPD	CD/DVD BLU RAY CASES
	AMAZON	61.74	WATER/SEWER	BINDERS/NEW YEAR
	AMAZON	45.49	PUBLIC WORKS	WHITE/CORK BOARD
	DOLLAR GENERAL	18.49	SBPD	
	ADP	115.33	GEN	PAYROLL FEES DEC
	DOLLAR GENERAL	12.99	PUBLIC WORKS	BINDERS/OFFICE
	MOCCFOA	145	GEN	CLERK MASTER CLASS
	WYNDHAM EXECUT	632.19	GEN	CLER SPRING INSTITUT
	AMAZON	16.49	SBPD	SYRN/NDLE DISPOSAL
	AMAZON	21.51	SBPD	WALL UNIT SHRP CNTR
	TOTAL	2699.62		