



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

BOARD OF TRUSTEES MEETING

Monday, November 13, 2023

Regular Board Meeting – 6:00 P.M.
Sunrise Beach City Hall, 16537 N Highway 5
This meeting is open to the public.

This meeting is planned to be livestreamed at 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 October 10 regular meeting
5. Approval of the minutes from the October 25 special meeting
6. Appointment of Erin Hays to position of Village Clerk
7. Visitor Comments
8. Ordinances and Resolutions
 - a. Bill No. 23-S An Ordinance Establishing a Procurement Policy for the Village of Sunrise Beach, Missouri (*second reading*)
 - b. Bill No. 23-T An Ordinance Establishing Certain Provisions and Requirements for the Operation of Various Low Speed Vehicles on Public Streets and Highways in the Village of Sunrise Beach, Missouri (*second reading*)
 - c. Bill No. 23-U An Ordinance Establishing a Speed Limit for the Operation of All Vehicles on Public Streets in the Village of Sunrise Beach, Missouri (*first and second reading*)
 - d. Bill No. 23-V An Ordinance Establishing Pay rates for the Board of Trustees (*first and second reading*)
 - e. Resolution 2023-03 A Resolution Authorizing Renewal of the Group Health Insurance Plan for Eligible Employees of the Village of Sunrise Beach, Missouri
 - f. Resolution 2023-04 A Resolution Authorizing the Chairman of the Board of Trustees to Enter Into an Agreement with General Code for Codification of the Ordinances of the Village of Sunrise Beach, Missouri
 - g. Resolution 2023-05 A Resolution Authorizing the Chairman of the Board of Trustees to enter into an Agreement with Cochran Engineering for development of a 10-Year Preventive Pavement Maintenance Plan for the Village of Sunrise Beach, Missouri
 - h. Resolution 2023-06 A Resolution Authorizing the Chairman of the Board of Trustees to enter into an Agreement with Alpha Engineering for the provision of certain Professional

Services for the Village of Sunrise Beach, Missouri

- i. Resolution 2023-07 A Resolution Authorizing an Application for First Responder Equipment Grant funding through the Missouri Department of Public Safety
9. Old business
 - a. Deer Valley Road improvement
10. Chairman of the Board report
11. City Administrator report
12. Chief of Police report
13. Committee Reports
 - a. Finance
 - i. Approve the List of Bills
 - ii. Approve Phase III Sewer Project Pay Application 3, Brulez Trenching LLC; Shoreline Surveying & Engineering,
 - b. Public Works Report
14. Adjournment

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

Village of Sunrise Beach

Board of Trustees

Meeting minutes

October 10, 2023

Regular meeting of the Board of Trustees

Meeting was called to order by Chairman Susan Schneider at 5:59 P.M. Chairman Schneider led the assembly in the Pledge of Allegiance

Roll call:	Steve Barthol	Present
	Steve Carter	Present
	Greg Gordon	Present
	Michael George	Present

City Staff present were Steve Roth, City Manager; Police Chief Scott Craig; Andy Bayerl, Public Works; Erin Hays, City Clerk-in-training, Charleen Hays. City Attorney Nathan Nickolaus was in attendance. Several visitors were also in attendance.

Chair Schneider asked for a motion to approve the agenda. Trustee Barthol made the motion, Trustee Carter second, all in favor so approved.

Chair Schneider asked for a motion to approve the September 11 meeting minutes. The minutes as presented noted Trustee Gordon was present at the meeting; this is incorrect and was taken from an earlier draft as supplied by Attorney William McCaffree. Steve Roth suggested that a motion be made to amend the minutes to reflect Trustee Gordon's absence.

Trustee Barthol moved to approve the minutes, with changes noting Trustee Gordon's absence. Trustee Carter seconded the motion. All in favor motion carried.

Chair Schneider opened the floor for any visitor comments from members of the public attending the meeting. No one in attendance asked to speak.

Chair Schneider opened Bill 23-S up for discussion. Steve Roth read the bill by title only. Bill 23-S An Ordinance Establishing a Procurement Policy for the Village of Sunrise Beach, Missouri.

Trustee Barthol said the bill is detailed, lengthy and sound. Chair Schneider said the Village has not had a detailed procurement policy in the past and this is a great idea.

Trustee Carter motioned to approve; Trustee Barthol second. A voice vote was taken with all in favor.

Discussion followed over form of approval. Attorney Nickolaus stated you need a roll call vote for approval. Steve Roth said he felt it was a first reading only. Steve Roth suggestion is to have only the first reading at this meeting, and schedule second reading for November. Trustee Gordon said he agreed with that approach. Chair Schneider said Bill 23-S will be set for second reading in November.

Chair Schneider opened Bill 23-T up for discussion. An Ordinance Establishing Certain Provisions and Requirements for the Operation of Various Low Speed Vehicles on Public Streets and Highways in the Village of Sunrise Beach, Missouri.

Several visitors in the audience asked to speak, which Chair Schneider allowed. Visitors comments were generally in favor of the ordinance. Some said use of Highway 5 should be allowed. None of the visitors said the Village should prohibit use of these vehicles on City streets.

Chief Craig said he recommended several changes to the bill as presented, including adding requirements for headlights, factory roll cage, safety flags, seat belts, horns. Chief Craig said he recommended reducing the speed limit to 25 mph on all Village streets if the ordinance is approved. Chief Craig further recommended that the Missouri state fine of \$50.50 for driving unauthorized vehicles on state roads be applied to this ordinance.

Attorney Nickolaus handed out copies of a report he prepared, giving definitions under state law of the various classes of off-highway and low-speed vehicles.

Trustee George said he would like to see more safety items added to the bill.

Chair Schneider said rather than the vehicles be inspected, she favored the owner having to sign an affidavit stating the vehicle meets requirements of the ordinance.

Trustee Gordon asked if we have numbers on crashes in the City of Laurie. Chief Craig said he doesn't have Laurie numbers, but he has heard of crashes in the County.

Chair Schneider said the Board was considering the ordinance because of numerous requests from constituents requesting use of such vehicles be legal in Sunrise Beach.

Attorney Nickolaus reminded the Board and visitors that such vehicles are illegal currently. The Village can choose to permit them by adopting an ordinance.

Discussion followed on speeds of the various classes of vehicles, engine sizes, size of the vehicles, etc. Trustee Gordon said certain classes of motorcycles are similar in size to the vehicles under consideration for this ordinance, and questioned what the difference would be.

Steve Roth said the ordinance as presented only allows Recreational Off-Highway Vehicles as defined by state law, with 700 cc engine or greater.

Chief Craig suggested we start with certain provisions regarding engine size and others as discussed, and then review and possibly make amendments in the future. He suggested that Hwy 5 use be prohibited now, but reviewed later and possibly added.

Upon further discussion Trustee Barthol made a motion to set aside the ordinance; seconded by Trustee Carter. All in favor so approved. Steve Roth asked for clarity from a procedural standpoint and suggested the bill be "tabled." Trustee Barthol made a second motion to table Bill 23-T, seconded by Trustee Carter, all in favor so approved.

New business

Sewer report.

Steve Roth said we've been having trouble in recent weeks with various sewer pump stations. He asked Shoreline Engineering to write a report which was included in the Board packet. He introduced Jared Wheaton, PE, Shoreline for further presentation.

Mr. Wheaton said pumps at many locations have failed or working at less than design capacity and that a lot of work has been done in recent weeks to try to determine the source of the problem. He said the equipment supplier in general is not honoring the warranty and the supplier contends that collection

system issues are to blame for pump failure. Mr. Wheaton suggested a meeting with City staff and City Attorney to determine next steps.

Chair Schneider stated it was a disturbing report and asked if the Village has any recourse.

Mr. Wheaton said the equipment is under a 5-year warranty and in general you would only expect a small percentage of pumps to have problems within that time period.

Public Works Director Andy Bayerl said we have had many issues with the current pumps. The E-1 pumps from a different supplier have been performing better. Recently there was a gate valve in the system that was closed, which led to numerous alarms at stations in the system. Mr. Bayerl said we did not have any system overflows, and any issues with the pumps were addressed by pumping the tanks out manually. Once the valve was opened the system blew out and has been performing well since that time. The Bear Bottom pump station has been a problem since Day 1 and he recommends approval of a proposal to replace existing pumps and upgrade the station.

Chair Schneider asked if the Village has been given any credit from Enviroline, the equipment supplier, with recent pump failures. Mr. Wheaton said we have not received any credits, and Enviroline continues to contend the problem is with the system, and not the pumps. Chair Schneider reiterated that further discussions with City staff and City Attorney need to be had over this issue.

Phase III project

Mr. Wheaton brought the Board up to date on the Phase III project. The contract has completed 13 simplex station and 1 duplex station, and has installed 2 miles LF of sewer main. Pay App 2 in the total amount of \$137,730.53 for Brulez Trenching LLC and \$88,665.10 for Shoreline Surveying and Engineering is being presented for approval at this meeting.

Sewer Connection requests

Steve Roth stated that he's been getting many calls regarding water and sewer connections. The Village has funding in the Phase III project that is not allocated (Mr. Wheaton said approximately \$350,000) and Mr. Roth is asking for some Board direction on how to proceed. One request is from an HOA on Summer Point Lane, which has interest in accessing the Village sewer system. In this instance the Village would simply connect to an existing force main and would not have responsibility for maintaining individual grinders / pump stations.

Mr. Wheaton said the City policy has been that "sewer follows water," meaning residents are connected to City water first, and then get sewer service later.

Trustee Barthol questioned why that policy should be changed.

Steve Roth said in the Summer Point Lane instance we would not be connecting individual residents, but only taking the sewer from the system as a whole. We would not be maintaining any part of the existing sewer system.

Mr. Wheaton said if sewer was extended to them, the agreement could be conditioned upon the water service being provided at some later date.

Trustee Carter said if we make an exception to the current policy for one entity, then what would stop the next entity from asking for the same exception?

Chair Schneider said we have money in the budget for new customers and need to figure out how to spend that.

Trustee Barthol said his neighborhood gave up its water system per the City requirements, in order to get sewer later. If the policy was changed his neighborhood might want to get its water system back.

Upon further discussion Steve Roth said he would review in more detail with the engineer and City Attorney and bring further information to the Board at future meetings.

Deer Valley Road improvement

Steve Roth said we had hoped to have actual bids for the October meeting, but the project has been delayed. He said he received a plan sheet and basic specifications from the engineer last week, and was unsure if we should proceed.

Andy Bayerl said he didn't favor paving at less than 75 degrees, if the asphalt is coming from the Linn Creek plant. He has seen examples of paving at lower temperatures and it did not hold up.

Trustee George asked if there were safety concerns with the road section.

Mr. Bayerl said the location was the top safety concern in the City.

Mr. Roth said he had concerns pursuing the project this late, especially with Mr. Bayerl's concerns.

Mr. Bayerl said he may be possible yet to get a decent bid, but it would be weather dependent.

Mr. Roth said if we did have a good bid we would need a special meeting to approve.

Upon discussion it was decided to continue to pursue the project this year and try to seek good bids.

Water Tower report.

Steve Roth said the tank at the City Hall location has been leaking for several years. The City earlier this year sought bids and three proposals were received; two were very high and one was very inexpensive.

Mr. Roth forwarded all proposals to Jared Wheaton for review. The two high proposals were not considered but we do feel the low bid may be acceptable. We had hoped to have a firm proposal ready for Board consideration but have a bit more work to do. Upon discussion it was decided to continue to vet the low bid and bring a recommendation to the Board at a future meeting.

Committee reports

Finance. List of bills were presented on the dais. Trustee Barthol motioned to pay the bills; Second by Trustee Carter, all in favor so approved.

Chair Schneider asked if the Haynes Equipment proposal needed Board action. Steve Roth said yes, it is recommended that the Board move forward with it. Andy Bayerl and Jared Wheaton are both in support of the project. Chair Schneider asked when the work would be done. Mr. Bayerl said the contractor is ready ASAP.

Motion made by Trustee Barthol, second by Trustee Carter to accept Haynes proposal in total amount of \$13,975.00 All in favor so approved.

Trustee Barthol made a motion to approve Pay Application 2, Phase III sewer project, in the total amount of \$137,730.53 for Brulez Trenching LLC and \$88,665.10 for Shoreline Surveying and Engineering. Trustee Carter second. All in favor so approved.

Police report. Chief Craig gave police report. He is requesting approval of Dodge Durango police vehicle in the total amount of \$50,836.20. The USDA grant is paying \$37,500. The initial plan was to purchase a Chevrolet Silverado but that purchase came in significantly over budget. The Silverado also had a long lead time. The Durango is available now from a dealer in Kansas City. Motion by Trustee Barthol to approve Durango purchase; second by Trustee Carter. All in favor so approved.

Chief Craig asked for Board approval of several items to be purchased with funds from the sale of the 2013 Chevy Tahoe. Items include purchase of a gun locker and safe (\$2,199), four AR-15 Patrol rifles (\$2,316 total) canopy tent with backdrop (\$739), and \$1,500 for educational tools / items.

Trustee Gordon said he agreed "110 percent" with the rifle purchase, as the existing M-16s are US Dept of Defense issued and are fully automatic. The AR 15's are much more suitable for police work.

Trustee Barthol made a motion to approve Chief Craig's pay requests; second by Trustee Gordon. All in favor so approved.

Westside Pub water and City Magnet water forgiveness requests. Steve Roth said we have two requests; in each instance we determined what an average usage would be, and then adjusted the bills based on the average usage. It is Mr. Roth's understanding that this one-time forgiveness of high water bills has been City policy for some time.

Trustee Barthol asked the specific amount of the Westside Pub request and what happened. Mr. Roth said the Westside Pub forgiveness was \$1,119. Andy Bayerl said he investigated and it was determined a water line was leaking inside the building.

Chair Schneider said in general if a toilet is leaking (for example) it's the customer's responsibility. However she understands the City's forgiveness policy has been on the books for some time.

Attorney Nickolaus said he is not aware of a City that has a policy like ours. He is familiar with cities that forgive the sewer bill, with the idea that the leaking water did not enter the sewer system.

Mr. Roth said he noticed the policy was provided for by ordinance, but he didn't recall the exact provisions. He suggested he review it more fully and bring it back to the Board at a future meeting.

Trustee Barthol motioned to approve both Westside Pub and City Magnet requests. Second by Trustee George. All in favor so approved.

Economic Development. Nothing specific to report.

Engineering. Nothing additional from Mr. Wheaton.

Planning and Zoning. Steve Roth reported that the meeting originally scheduled for October 2 was canceled when the applicant pulled his rezoning request. He does anticipate a meeting at some point in the near future to advise the Commission on potential updates to the Comprehensive Plan and Zoning / Land Use code.

Municipal Court transition. Steve Roth said the part-time Court Clerk has finished the online work and is scheduled to be at City Hall the weekend of Oct. 20-21. It is our hope that the hard files will be processed at that time, with certain files marked for destruction and others for transfer to the Circuit Court. We have a Webex meeting scheduled for Oct. 11 to review further with OSCA. We have a Nov. 1 deadline and he is confident we will get there.

Steve Roth introduced Erin Hays as the new clerk, who will be taking over clerk duties at the next meeting.

Trustee George suggested there be a plan regarding water and sewer to be presented to residents so people know what to expect with future connections. Jared Wheaton said typically communities have a Master Plan, which we don't have. However the past phases together make up the basics of a Master Plan, which can be fine-tuned and put into a better presentation.

Trustee Carter expressed concern over the design of the two water towers, and asked if the contractors who provided the earlier bids had inspected the towers. He suggested the City should get an inspection done.

Jared Wheaton said the former engineer developed a spec book several years ago, which he used as a basis for the project if we were to seek new bids.

Andy Bayerl said information that he was given is that the City had an inspection done a year ago.

Steve Roth said we would bring further information to the Board at next meeting.

Trustee Barthol made a motion to adjourn; Trustee Carter seconded. All in favor so approved.

Meeting adjourned at 7:31 p.m.

Susan Schneider
Chairman of the Board of Trustees

Attest:

Steve Roth
Acting Village Clerk

**Village of Sunrise Beach
Board of Trustees
Meeting minutes
October 25, 2023**

Special Meeting of the Board of Trustees

Chairman Susan Schneider called meeting to order at 12:30p.m. Chairman Schneider led the assembly in the Pledge of Allegiance.

Steve Roth, City Manager read roll call:

Trustee: Steve Barthol	Present
Trustee: Steve Carter	Absent
Trustee: Greg Gordon	Present
Trustee: Michael George	Present

City Staff present Steve Roth, City Manager; Erin Hays, City Clerk-in-training. No visitors in attendance.

Chairman Schneider asked for a motion to approve the agenda. Trustee Gordon made the motion. Trustee Michael George second, all in favor, so approved.

Chairman Schneider opened Resolution 2023-2: A Resolution Authorizing the Chairman of the Board of Trustees to Execute an Agreement with TankSpec LLC for repairs to Water Tower I. City Manager, Steve Roth said TankSpec LLC, had been chosen out of three previous bids for the work needed to repair Water Tower I. Payment for the work as described shall be \$14,488.00. Roth said he would have Jared Wheaton and Tony Cobb from Shoreline to follow up on TankSpec to make sure all work will be done properly. Trustee Gordon motioned; Trustee George second. All in favor, so approved.

City Manager Steve Roth said he had invited Tony Cobb from Shoreline to present proposal from Brulez to construct two step tank replacements due to issues at properties on Dove Lane. This order will allow the residents to have a grinder system to replace their current step tank. The step tanks were put in prior to the City system being installed. Once the City system came in the step tanks were connected to the City system. The step tanks are now failing. The \$16,614 estimate from Alpha Engineering & Surveying will replace the two step tanks with duplex grinder station complete in place. Chairman Schneider states wanting to be good partners with people to improve the city. Trustee George felt this proposal will create consistency in how we treat our water and sewer customers.. Trustee Steve Barthol motioned, Trustee Michael George second, voted all in favor, so approved.

Chairman Susan Schneider called for adjournment at 12:55 p.m. Meeting adjourned.

Susan Schneider
Chairman of the Board of Trustees

Attest:

Steve Roth
Acting Village Clerk

AN ORDINANCE ESTABLISHING A PROCUREMENT POLICY FOR THE VILLAGE OF SUNRISE BEACH, MISSOURI

Be it ordained by the Board of Trustees of the Village of Sunrise Beach, Missouri, as follows:

SECTION ONE: Statement Of Policy.

A. The Village of Sunrise Board of Trustees and its appointed officers and employees are stewards of the public funds and trust, and shall endeavor at all times to spend public funds wisely and in the most efficient and cost-effective manner possible. It is therefore the policy of the Village of Sunrise Beach (hereinafter “Village”) that all reasonable efforts shall be made to find the lowest and best price for all goods, services, materials and equipment and other items procured by the Village. Preference shall be given to local businesses and contractors where practicable and when determined to be in the Village’s best interest. The Village recognizes that Missouri law, with limited exceptions, does not contain strict bidding and procurement provisions for municipalities, and that the purchasing rules and regulations as established herein are as ordained by the Board of Trustees and may be waived by the Board of Trustees for good cause, in the Board’s sole discretion. Notwithstanding the above, all expenditures of the Village shall be subject to approval by the Board of Trustees.

SECTION TWO: Procurement rules in general.

A. All contracts, vendor quotations and proposals, purchase orders, invoices and other procurement documentation must be in writing. The Village shall endeavor to create checks and balances in its procurement practices to assure that all expenditures are reviewed and approved by multiple officers of the Village, subject to the final review and approval authority of the Board of Trustees. The elected and appointed officers of the Village shall promulgate purchasing policies and procedures not inconsistent with or in conflict with the provisions of this ordinance. Unless otherwise provided, all bills shall be paid on a monthly basis, subject to approval by the Board of Trustees.

B. Notwithstanding the above, the Village recognizes that certain bills and invoices shall be paid upon receipt, to include though not necessarily be limited to, the following:

- i. Utility invoices, to include electric, water and sewer, natural gas, telephone and Internet / data service.
- ii. Payroll, to include payments for fringe benefits such as health, dental and vision insurance, retirement (LAGERS) and other associated payroll expenses.
- iii. Loan payments, provided the loans have been previously approved by the Board of Trustees.

- iv. Sales tax payments and other payments as required by the State of Missouri.
 - v. Court costs, fees and other expenses as incurred by order of the Municipal Court.
 - vi. Credit card bills, provided that all expenditures have been made within the provisions of this ordinance and approved purchasing policies and procedures.
- C. Use of Village credit / debit cards. The Village may issue credit / debit cards through its depository bank, or other bank if necessary. Use of Village credit / debit cards shall generally be limited to online purchases and other instances in which use of purchase orders is not practicable. Credit / debit card purchases in excess of \$500 shall require written approval of the Village Administrator. Credit / debit card purchases in excess of \$2,500 shall require prior approval of the Board of Trustees.
- D. Affirmative Action and Local Preference.
- 1. Whenever possible, qualified small, minority and women-owned businesses shall be included in the solicitation lists for bids or non-bid purchases.
 - 2. If the purchase is federally funded in whole or in part, minority and women-owned businesses must be included in the solicitation lists and all other affirmative action requirements outlined in the grant provisions must be followed.
 - 3. The City may exercise a preference for local businesses for purchases funded exclusively by the City but only if such a preference does not result in unreasonable prices or rates due to a lack of competition. For purchases funded in whole or in part with federal funding, the City may not exercise a preference for local businesses.

SECTION THREE: Procurement authority.

- A. Department Head procurement authority. Department Heads of the Village, to include the Chief of Police, Public Works Director and Village Clerk, may make purchases, within established budget authorization and limits, up to the amount of Five Hundred Dollars (\$500.00). Such purchases shall generally be limited to routine operation and maintenance expenditures and shall be made in accordance with the approved purchasing policies and procedures. All such purchases shall be approved by the Board of Trustees.
- B. Purchases exceeding Five Hundred Dollars (\$500.00) shall generally require at least three competitive written quotations or proposals, though this provision may be waived in instances when the Village has an established relationship with vendors, suppliers and contractors who provide regular and ongoing services to the Village. All such purchases shall be approved by the Board of Trustees.
- C. Village Administrator procurement authority. In addition to any other authority that may be

granted by the Board of Trustees or specific ordinance, the Village Administrator is authorized to enter into contracts for and make purchases of goods or services on behalf of the Village in an amount not exceeding five thousand dollars (\$5,000.00), provided such goods or services are within the scope and remaining amount available from an authorized budget line item within the adopted Village Budget. Any such purchase shall be made in accordance with the approved purchasing policies and procedures.

- D. Purchases Costing Five Thousand Dollars (\$5,000.00) or more. Any purchase or contract in the amount of Five Thousand Dollars or more shall be subject to approval by the Board of Trustees. For any such purchase or contract, the Village Administrator shall submit at least three competitive written quotations or proposals to the Board of Trustees for consideration. The Board of Trustees shall award the bid or contract to the lowest responsible bidder, except as may be otherwise provided.

- E. Items Costing Over Fifty Thousand Dollars (\$50,000.00). Whenever any contemplated purchase or contract for goods or services is for the sum of more than fifty thousand dollars (\$50,000.00) the officer, employee or agent of the Village shall cause to be published in at least one (1) issue of a newspaper of general circulation in the Village a notice inviting bids. Said notice shall be published at least ten (10) business days prior to the date set for the receipt of the bids. The officer, employee or agent of the Village may allow more time for the preparation and submittal of bids whenever the contemplated purchase of goods or services indicates that a longer period of time will be required for vendors to complete and submit bids. The notice herein required shall include a general description of the articles to be purchased or services performed and the time and place for opening bids. In addition, the officer, employee or agent of the Village shall post a notice inviting bids in Village Hall, and may also mail to all responsible perspective suppliers of the items to be purchased or services performed a copy of the notice inserted in the newspaper hereinbefore required. Upon opening of the sealed bids, the officer, employee or agent of the Village shall review and investigate all bids received and shall then make a recommendation to the Board of Trustees based upon said investigation as to which bidder has submitted the lowest responsible bid. The Board of Trustees shall have authority to reject any and all bids and parts of all bids and readvertise or resolicit bids whenever it is deemed to be in the best interest of the Village All such purchases shall be approved by the Board of Trustees.

1. Notwithstanding the above, the Village may elect to require sealed bids for purchases costing less than \$50,000, when determined to be in the best interest of the Village.

2. Notwithstanding the above, nothing herein shall be construed to require the Board of Trustees to accept the lowest bid and the Board of Trustees may reject all bids, negotiate for more favorable terms or waive any purchasing requirement herein as may be determined in the public interest.

SECTION FOUR: Determining the Lowest Responsible Bidder.

A. It is the responsibility of the officer, employee or agent of the Village to review and investigate all bids received and to make a recommendation thereon regarding award to the lowest responsible bidder for the entire purchase or contract or for any part thereof. In determining the lowest responsible bidder, the officer, employee or agent of the Village shall consider:

1. The ability, capability and skill of the bidder to perform the contract or provide the services required.
2. Whether the bidder can perform the contract to provide the services promptly or within required time periods without delay or interference.
3. The quality of performance of previous contracts or services.
4. The previous and existing compliance by the bidder with laws and ordinances of the Village.
5. The financial resources and the ability of the bidder to perform the contract or provide the service.
6. The quality, availability and adaptability of the supplies or services.

SECTION FIVE: Miscellaneous Purchasing Requirements.

- A. Exclusive or Sole Service. In the event that there is only one (1) firm or company or individual capable of providing a particular service or commodity and said services or commodities cannot be secured from other persons or companies, then the bidding requirements contained herein shall not be applicable and the officer, employee or agent of the Village is authorized to proceed with the purchase of such services or commodities as are required by the Village, but cannot be secured through the normal bidding process. Exclusive service purchases for amounts exceeding ten thousand dollars (\$10,000.00) must be pre-approved by the Board of Trustees.
- B. Performance Bond. The officer, employee or agent of the Village shall have the authority to require a performance bond in cash or otherwise for such amount that he/she may deem sufficient to secure the execution of the contract for furnishing goods or services for the best interests of the Village.
- C. Emergency Purchases. In case of an emergency which requires immediate purchase of supplies or services and time is of the essence, the agent shall be empowered to authorize the purchase or to secure the services needed without complying with the procedures as set forth

in this Article. This Section shall also apply to any natural disaster or civil emergency requiring an immediate response on the part of the Village. A full report, in writing, of the circumstances requiring an emergency purchase shall be filed by the agent with the Board of Trustees each time an emergency purchase is made.

- D. For the procurement of architectural, engineering, or land surveying services the City will use the Request for Qualifications process as set forth in Sections 8.285 to 8.291 RSMo.
- E. Professional Services. The competitive bidding requirements of this Ordinance shall not apply to professional services, and the requirements herein shall not be required in the employment of professional services, including but not limited to physicians, attorneys, engineers, certified public accountants, planners, and auditors. The officer, employee or agent of the Village is authorized and encouraged, however, to require proposals from capable professionals within a required discipline, whenever time and/or circumstances warrant.
- F. Cooperative Purchasing. This ordinance, and the requirements herein, shall not apply to purchases made through or with the State of Missouri or any other governmental jurisdiction which operate a cooperative procurement program and will allow the Village to purchase goods or services that the jurisdiction has made available following the completion of its own internal purchasing procedures.
- G. If the project involves the construction or repair of city property and the amount is \$75,000 or more, the specifications shall indicate that prevailing wage requirements must be met.
- H. If the purchase is for more than \$5000, the specifications shall indicate that compliance with §285.530 RSMo., employment of unauthorized aliens.
- I. The specifications shall require compliance with § 208.009 RSMo. (proof of citizenship required).
- J. For construction projects over \$2,000 using Federal Funds, a statement that contractors will be provided with a copy of the most current wage determination (from the DOL website at <http://www.wdol.gov/dba.aspx>) and must comply with the Davis Bacon Act shall be required.

SECTION SIX: Conflicts of interest.

- A. Any purchase order or contract within the purview of this Chapter in which the officer, employee or agent of the Village or any officer or employee of the Village is financially interested, directly or indirectly, shall be void, except that before the execution of a purchase order or contract, the Board of Trustees shall have the authority to waive compliance with this Section when it finds such action to be in the best interests of the Village.
- B. The agent and every officer and employee of the Village shall not directly or indirectly solicit

any gift or accept or receive any gift, whether in the form of money, services, loans, promises or any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence them, or could reasonably be expected to influence them, in the performance of their official duties or was intended as a reward for any official action on their part.

SECTION SEVEN: Surplus property.

- A. Transfers. The Village Administrator or his/her designee is hereby authorized to transfer surplus property to other departments.
- B. Sales. The Village Administrator or his/her designee is hereby authorized to sell all supplies having an estimated value of less than two thousand five hundred dollars (\$2,500.00) which have become unsuitable for public use, or to exchange the same for, or trade in the same, on new supplies. Sales under this Subsection shall be made to the highest possible bidder.
- C. Surplus property in excess of \$2,500. Any items having an estimated value of more than \$2,500 shall be declared “surplus property” by the Board of Trustees prior to the Village disposing of such property. Sales of surplus property shall be conducted by auction or other similar means which allows the public to have an opportunity to bid on the items. Any such sale of surplus property shall be made to the highest possible bidder.

SECTION EIGHT: Purchases Using Federal Funds

- A. The requirements of this Section shall apply to all purchases using Federal Funds.
- B. Informal Purchases
 - 1. Small Purchases. For purchases below \$250,000 (or the Simplified Acquisition Threshold as defined by FAR at 48 CFR part 2, subpart 2.1, whichever is less) but greater than \$10,000 (\$2,000 in the case of construction projects subject to Davis Bacon requirements) price or rate quotes must be obtained from two or more qualified sources following the affirmative action provision of this policy and all provisions regarding fair and unrestricted competition, provided, however, that if the City Purchasing limits set forth above require a more rigorous process, the City process shall be followed.
 - 2. Micro Purchases. For purchases below \$10,000, the purchasing employee shall follow the City policy.
- C. Large purchases with a value of \$250,000 (the large purchase or simplified acquisition threshold under federal regulations) or more must follow a sealed bid process as outlined herein.
- D. Purchases at or exceeding \$250,000 or construction projects of any value that are funded with federal dollars must follow a sealed bid process as outlined below and also follow any

procurement guidance as outlined in the grant agreement. In addition, a pricing analysis must be completed by the purchasing agent or a qualified consultant prior to issuing the request for proposal to ensure that there is a reasonable estimate against which to compare bid proposal pricing.

E. For purchases that use Federal Funding, no local or State purchasing preference shall be applied.

F. Internal Controls

1. The City will maintain effective internal control over the Federal award providing reasonable assurance that the City is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.

2. The City will take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

3. The City will take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive.

G. Certification

1. To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the City, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."

H. Advance Payments And Reimbursements

1. Payment methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the City whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means.

2. Advanced payments must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the City to carry

out the purpose of the approved program or project. Any advanced payments must be consolidated to cover anticipated cash needs.

3. The City shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs

SECTION NINE: The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION TEN: Effective date.

A. This ordinance shall take effect and be in full force from and after its passage and approval.

First Reading: _____ Second Reading: _____

PASSED BY THE BOARD OF TRUSTEES THIS ____ DAY OF _____, 2023.

Roll Call Vote: Yeas: _____

Nayes: _____

Susan Schneider, Chairman of the Board

Attest:

Village Clerk

AN ORDINANCE ESTABLISHING CERTAIN PROVISIONS AND REQUIREMENTS FOR THE OPERATION OF VARIOUS LOW SPEED VEHICLES ON PUBLIC STREETS AND HIGHWAYS IN THE VILLAGE OF SUNRISE BEACH, MISSOURI

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF SUNRISE BEACH, MISSOURI, AS FOLLOWS:

Section One: Definitions

ALL-TERRAIN VEHICLE means any motorized vehicle manufactured and used exclusively for off-highway use, with an unladen dry weight of one thousand five hundred pounds or less, traveling on three, four, or more nonhighway tires, with either:

(a) A seat designed to be straddled by the operator, and handlebars for steering control, but excluding an electric bicycle; or

(b) A width of fifty inches or less, measured from outside of tire rim to outside of tire rim, regardless of seating or steering arrangement; (State Law Reference § 301.010).

GOLF CART means a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of twenty miles per hour. (State Law Reference § 304.034)

LOW-SPEED VEHICLE means a small three (3) or four (4) wheel motor vehicle with a gross vehicle weighting of less than three thousand (3,000) pounds and with a maximum speed capability of twenty-five (25) miles per hour and otherwise meets the requirements of Section 304.029, RSMO, and the requirements of CFR 49, Sections 571.500 and 571.3. (State Law Reference § 304.029).

UTILITY VEHICLE (UTV): Any motorized vehicle manufactured and used exclusively for off-highway use which is more than 50 inches, but no more than 80 inches in width, measured from outside of tire rim to outside of tire rim, with an unladen dry weight of 3,500 pounds or less, traveling on four or six wheels, to be used primarily for landscaping, lawn care, or maintenance purposes. (Section 301.010 RSMo)

RECREATIONAL OFF-HIGHWAY VEHICLE: any motorized vehicle manufactured and used exclusively for off-highway use which is more than fifty inches but no more than eighty inches in width, measured from outside of tire rim to outside of tire rim, with an unladen dry weight of three thousand five hundred pounds or less, traveling on four or more nonhighway tires and which may have access to ATV trails. (State Law Reference § 304.033).

TAILLAMPS, BRAKE LAMPS: At least two rear lamps, not less than fifteen inches or more than seventy-two inches above the ground upon which the vehicle stands, which when lighted will exhibit a red light plainly visible from a distance of five hundred feet to the rear and have the means of varying the brightness of the light for a duration of not more than five seconds upon application of the vehicle's brakes.

HEADLAMPS: Two front facing lamps on the front of the vehicle which shall emit a white light

visible at night under normal atmospheric conditions on a straight, level, unlighted roadway at 500 feet.

HIGHWAYS means roads maintained by the State of Missouri or Camden County, including but not limited to Highway 5, TT and Route F.

TURN SIGNAL: A flashing light on a vehicle to show that it is about to change lanes or turn.

SLOW MOVING VEHICLE IDENTIFIER: An emblem in conformity with RsMO 307.127, or a bicycle safety flag which extends not less than seven feet above ground, attached to the rear of the vehicle. The safety flag shall be triangular in shape with an area not less than thirty square inches and be dayglo in color.

STREETS OF THE CITY means those streets maintained by the City.

Section Two: No person shall operate nor allow another to operate an all-terrain vehicle, golf cart, low-speed vehicle, UTV or recreational off-highway vehicle, as those terms are defined in this Ordinance, upon the streets or highways of this City except as follows:

- A. All-terrain vehicles, golf carts, low-speed vehicles, UTVs or recreational off-highway vehicles owned and operated by a governmental entity for official use; or
- B. All-terrain vehicles, golf carts, low-speed vehicles, UTVs or recreational off-highway vehicles operated for agricultural purposes or industrial on-premises purposes between the official sunrise and sunset on the day of operation unless equipped with proper lighting; or
- C. All-terrain vehicles, golf carts, low-speed vehicles, UTVs or recreational off-highway vehicles operated by handicapped persons for short distances occasionally only on the State's secondary roads when operated between the hours of sunrise and sunset; or
- D. A person may operate a UTV or recreational off-highway vehicle on the city streets of the City of Sunrise Beach, subject to the following provisions:
 1. The vehicle must be in good working order, is equipped with and uses the following:
 - a) 700 cc engine or greater
 - b) Properly working brakes
 - c) Rearview mirror
 - d) Headlamps shall be used during operation.
 - e) Turn Signals to the front and rear of the vehicle and Running/Brake Lights in accordance with RsMO 304.019.
 - f) Fully operational horn.
 - g) Shall display a slow moving vehicle identifier.
 - h) Vehicle must be able to safely travel and maintain a speed no less than thirty-five miles per hour.
 - i) Must be equipped with a factory roll bar, roll cage or cab.
 - j) Factory provided seatbelt or approved safety harness.
 - k) Have a minimum of 3/32 of an inch tire tread depth.

2. The operator must have a valid operator's or chauffeur's license.
 3. The vehicle shall be insured with automobile liability insurance with coverage no less than that required for automobiles operating on State highways.
 4. Each driver and passenger shall be secured in a seatbelt. Children shall be secured in a properly adjusted and fastened restraint under section RsMO 307.179.
 5. No driver shall allow a person to ride on or outside of the vehicle.
 6. The operator must follow all applicable traffic laws and ordinances.
- E. A person may operate a recreational off-highway vehicle on the city streets AND highways in the City of Sunrise Beach, subject to the following provisions:
1. The vehicle must be in good working order, is equipped with and uses the following:
 - a) 900 cc engine or greater
 - b) Properly working brakes
 - c) Rearview mirror
 - d) Headlamps shall be used during operation.
 - e) Turn Signals to the front and rear of the vehicle and Running/Brake Lights in accordance with RsMO 304.019.
 - f) Fully operational horn.
 - g) Shall display a slow-moving vehicle identifier.
 - h) Vehicle must be able to safely travel and maintain a speed no less than fifty miles per hour.
 - i) Must be equipped with a structurally sound factory roll bar, roll cage or cab.
 - j) Factory or government issued Vehicle Identification Number.
 - k) Have a minimum of 3/32 of an inch tire tread depth.
 - l) Factory provided seatbelt or approved safety harness.
 2. The operator must have a valid operator's or chauffeur's license.
 3. Must have windshield that does not obstruct the drivers view the driver must wear safety glasses.
 4. The vehicle shall be insured with automobile liability insurance with coverage no less than that required for automobiles operating on State highways.
 5. The operator must follow all applicable traffic laws and ordinances.
 6. Each driver and passenger shall be secured in a seatbelt. Children shall be secured in a properly adjusted and fastened restraint under section RsMO 307.179.
 7. No driver shall allow a person to ride on or outside of the vehicle.

Section Three: Additional provisions.

- A. No persons shall operate a utility vehicle, golf cart, low-speed vehicle, or recreational off-highway vehicle:
1. On the shoulder of any roadway or right of way, within Village limits, maintained by Missouri Department of Transportation, Camden County Road and Bridge or the Village of Sunrise Beach.
 2. No person shall operate an all-terrain vehicle, golf cart, low-speed vehicle, UTV or recreational off-highway vehicle within any stream or river in this City, except that vehicles may be operated within waterways which flow within the boundaries of land which a vehicle operator owns, or for agricultural purposes within the boundaries of land which a vehicle operator owns or has permission to be upon, or for the purpose

of fording such stream or river of this State at such road crossings as are customary or part of the highway system.

3. In any careless way so as to endanger the person or property of another.

B. A violation of this Ordinance may be enforced with a monetary fine of \$50.50 plus court costs and the vehicle may be towed at the owners expense.

Section Four: This ordinance shall be in full force and effect from and after the date of its passage and approval.

Section Five: The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

PASSED BY THE BOARD OF TRUSTEES THIS ____ DAY OF _____, 2023.

First Reading Date: _____

Second Reading Date: _____

Roll Call Vote: Yeas: _____

Nays: _____

APPROVED BY THE BOARD OF TRUSTEES THIS ____ DAY OF _____, 2023.

Susan Schneider, Chair

Attest:

City Clerk

BILL NO. 23-U

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A SPEED LIMIT FOR THE OPERATION OF ALL VEHICLES ON PUBLIC STREETS IN THE VILLAGE OF SUNRISE BEACH, MISSOURI.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF SUNRISE BEACH, MISSOURI, AS FOLLOWS:

Section One.

No person other than the operator of an emergency vehicle on an emergency run shall operate a vehicle in the Village at a rate of speed in excess of twenty-five (25) miles per hour on any public street or road within the Village, and in excess of ten (10) miles per hour on any alley within the Village, except where otherwise expressly designated by the Board of Trustees.

Notwithstanding the above, no vehicle may be driven upon any street or highway of the Village at a speed which is greater than is reasonable and proper with regard to traffic conditions and the use of the highway, or which endangers the safety of any person or property. The fact that the speed of a vehicle does not exceed the applicable maximum speed limit does not relieve the driver from the duty to decrease speed when approaching and crossing an intersection, when approaching and going around a curve, when approaching a hillcrest, when traveling upon any narrow or winding roadway, or when a special hazard exists with respect to pedestrians or other traffic or by reason of weather or highway conditions. Speed must be decreased as may be necessary to avoid colliding with any person or vehicle on or entering the highway in compliance with legal requirements and the duty of all persons to use due care.

Section Two.

The Village Public Works Superintendent, or his designee, is hereby directed to have signs posted at all entrances to the Village signifying the 25 miles per hour (mph) maximum speed limit with an inscription as follows: "Speed limit 25 mph unless otherwise posted."

Section Three.

Any ordinance or parts of ordinance in conflict with this ordinance are hereby repealed.

Section Four.

The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

Section Five.

Violation of this ordinance is punishable by a fine of not more than \$250.00.

PASSED BY THE BOARD OF TRUSTEES THIS ____ DAY OF _____, 2023.

First Reading Date: _____

Second Reading Date: _____

Roll Call Vote: Yeas: _____

Nays: _____

APPROVED BY THE BOARD OF TRUSTEES THIS ____ DAY OF _____, 2023.

Susan Schneider, Chair

Attest:
City Clerk _____

BILL NO. 23-V

ORD. NO. _____

AN ORDINANCE SETTING THE PAY FOR THE BOARD OF TRUSTEES.

WHEREAS, the Board of Trustees recognizes that past Boards have approved the payment of a modest salary to the Trustees to compensate them for the time and expenses they give on behalf of the Village; and

WHEREAS, this was done by motions, recorded in the minutes, and by authorizing such payments in the budget, but not by formal ordinance; and

WHEREAS, the Board of Trustees desires to ratify the actions of past Boards and memorialize those decisions into a formal ordinance;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF SUNRISE BEACH, MISSOURI, AS FOLLOWS:

SECTION ONE: Each Trustee shall be paid the sum of fifty dollars (\$50) per meeting.

SECTION TWO: In recognition of the additional duties of the Chairperson, that Trustee shall receive an additional Seven Hundred Dollars (\$700.00) per month, with an additional pay of \$50 per meeting.

SECTION THREE: This ordinance shall be in full force and effect from and after the date of its passage and approval.

SECTION FOUR: The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

PASSED BY THE BOARD OF TRUSTEES THIS ____ DAY OF _____, 2023.

First Reading Date: _____

Second Reading Date: _____

Roll Call Vote: Yeas: _____

Nays: _____

APPROVED BY THE BOARD OF TRUSTEES THIS ____ DAY OF _____, 2023.

Susan Schneider, Chair

Attest:

City Clerk

Resolution No. 2023-03

A RESOLUTION AUTHORIZING RENEWAL OF THE GROUP HEALTH INSURANCE PLAN FOR ELIGIBLE EMPLOYEES OF THE VILLAGE OF SUNRISE BEACH

WHEREAS, the Village of Sunrise Beach offers group health insurance benefits for all eligible full-time employees, and the current Plan renews on January 1, 2024; and

WHEREAS, the Village has solicited proposals from multiple health insurance brokers and, upon canvassing the various proposals, has determined that renewal of the current Plan from United Health Care and its broker, Employee Benefit Design LLC, to be most advantageous to the Village;

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

1. The Board of Trustees hereby authorizes and approves renewal of the existing health insurance plan for eligible employees of the Village of Sunrise Beach, as provided by its broker, Employee Benefit Design, effective January 1, 2024. The plan design and renewal premiums are shown on the attached "Exhibit A" as "Current Plan #1, United Healthcare Fully Insured, Plan DK-AE Balanced" and are incorporated fully herein.
2. The Village contribution shall be 100 percent of the employee premium, with costs for spouse, child or family coverage (if elected) to be covered 100 percent by the employee. The total monthly premium for current full-time employees is as shown on Exhibit A and is restated here as reference (\$6,753.25).

BE IT FURTHER RESOLVED that the City Manager, City Clerk 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 13th Day of November, 2023

Susan Schneider, Chairman

Attest

City Clerk

**City of Sunrise Beach
Medical Renewal
January 1, 2024**



	CURRENT PLAN #1	Option #1	Option #2
Medical Carrier	United Healthcare Fully Insured	United Healthcare Fully Insured	United Healthcare Fully Insured
Plan	DK-AE Balanced	CV-7G Balanced	DH-VJ Balanced
Preferred Plan Network	Choice Plus	Choice Plus	Choice Plus
	In - Network	In - Network	In - Network
Individual Deductible	\$500	\$500	\$1,000
Family Deductible	\$1,000	\$1,000	\$2,000
Carrier / Member Co-Insurance	100%	80%	100%
Individual Max Out-of-Pocket	\$4,500	\$2,000	\$2,500
Family Max Out-of-Pocket	\$9,000	\$4,000	\$5,000
Inpatient Hospital Services	Deductible	Ded + Coins	Deductible
Outpatient Surgery	Deductible	Ded + Coins	Deductible
Outpatient Laboratory and Diagnostics	\$0 Copay	Ded + Coins	\$0 Copay
Outpt. MAJOR Laboratory and Diagnostics	\$0 Copay	Ded + Coins	\$0 Copay
Emergency Room Services	\$500 Copay	\$300 Copay + Ded + Coins	\$500 Copay
Urgent Care Center	\$50	\$25	\$50
Preventive Care	100%	100%	100%
Primary Physician Copay	\$20	\$15	\$20
Specialist Copay	\$40	\$75	\$40
Generic Rx (30-day)	\$10	\$10	\$10
Preferred Brand Name Rx (30-day)	\$40	\$40	\$40
Non Preferred Brand Name Rx (30-day)	\$125	\$125	\$125
Specialty Rx (30-day)	\$300	\$300	\$300
Mail Order Prescriptions (90-day)	2.5x	2.5x	2.5x

Employee	Age	CURRENT	RENEWAL	RENEWAL	RENEWAL
		\$1,399.95	\$1,486.57	\$1,445.34	\$1,452.24
		\$665.82	\$707.02	\$687.41	\$690.69
		\$879.34	\$974.30	\$947.27	\$951.79
		\$652.91	\$697.88	\$678.53	\$681.77
		\$1,310.67	\$1,391.77	\$1,353.17	\$1,359.63
		\$584.61	\$639.06	\$621.34	\$624.30
		\$806.73	\$856.65	\$832.89	\$836.87
TOTAL		\$6,300.03	\$6,753.25	\$6,565.95	\$6,597.29
\$ change for all plans:			\$453.22	\$265.92	\$297.26
% change for all plans:			7.19%	4.22%	4.72%

* Out of Network charges are usual, customary, & reasonable covered charges determined by each carrier.

CARRIER & PLAN NOTES	Out of Pocket increased from \$3000/6000 to \$4500/9000
	If DDP is not used for minor services, coverage will be Ded + 50% coins
	If DDP is not used for major services, a \$500 Copay is included

* Age bracket change, current invoice has prior age bracket, renewal has new age bracket.

** Age bracket change, will turn 49 in December, current invoice should reflect age 48.

Resolution No. 2023-04

A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE BOARD OF TRUSTEES TO ENTER INTO AN AGREEMENT WITH GENERAL CODE, LLC FOR CODIFICATION OF THE ORDINANCES OF THE VILLAGE OF SUNRISE BEACH, MISSOURI

WHEREAS, the Village of Sunrise Beach has requested proposals from qualified firms interested in providing services to assist the Village in the codification of its adopted ordinances, to include publication in hard-copy and online formats; and

WHEREAS, the Village, upon canvassing the various proposals, has determined the proposal to be most advantageous to the Village;

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 hereby authorized to execute an agreement with General Code, LLC substantially in the form of the attached Exhibit A, for codification of the Village's ordinance as provided therein. This authorization shall include the "Model Code Project Price" of \$7,500 plus an additional \$1,700 estimated cost to codify additional legislation.
2. The final deliverables shall be as provided for in the General Code, LLC proposal and are restated here as reference:
 - Publication of 3 Code Volumes in Standard Imprinted Post Binders
 - Comprehensive Index
 - Disposition List
 - Title Tabs
 - Code Adoption Legislation
 - Annual Statutory Update Service (First Year)
 - Premium *eCode360* (Setup and First Year)

BE IT FURTHER RESOLVED that the City Clerk 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 13th Day of November, 2023

Susan Schneider, Chairman

Attest

City Clerk



Proposal for Codification Services

PREPARED FOR:

Village of Sunrise Beach, Missouri

PREPARED BY:

JUSTIN OLSON

CODIFICATION ACCOUNT MANAGER

jolson@generalcode.com

800.836.8834

DATE:

October 25, 2023

(Valid for six months)

Table of Contents

Executive Summary	2
<i>General Code</i> , America's Next Generation Codifier	4
The <i>General Code</i> Recommended Solution and Process	5
Project Materials	10
Investment Details and Options	11
Performance and Payment Schedule	13
Authorization and Agreement	14
Appendix	15
Missouri Communities We Serve	15
<i>eCode360</i> Platform	16
Additional Online Services	20
Ongoing Code Maintenance	21

Executive Summary

A thorough review of your request has given us a better understanding of your unique needs and helped us determine ways that we can partner with you to make the Village of Sunrise Beach's Code a more useful and effective resource for your community. The executive summary below serves as an overview for building a collaborative codification solution that can help the Village achieve its goals.

Situation Analysis

The Village of Sunrise Beach has not yet codified its legislation. As a result, your community may not be able to easily find the Village's laws, and your legislation may contain inconsistencies, errors and outdated information that could potentially affect enforceability and alignment with relevant Missouri statutes.

It is our understanding that the Village is interested in our Model Code solution, including a comprehensive review, to codify all legislation of a general and permanent nature to Ordinance No. 2023-12. This process would ensure that legislation is up-to-date and is in line with Missouri Statutes and the current needs of your constituents, in addition to making the overall Code consistent in organization, format, style, and content.

The Village would also like to provide access to the Code and make it easier for constituents and staff to find information by implementing a fully searchable online version of its Code, housed on our unparalleled *eCode360* platform.

Our Solution

Our comprehensive codification solution for Sunrise Beach includes:

- > **A Model Code and codification of additional legislation**
Your Model Code will consist of seven titles: Government; Public Health, Safety and Welfare; Traffic; Land Use; Building and Construction; Business and Occupations; and Utilities (when applicable). Because your Code should reflect your community, as a part of the project we will codify any additional legislation not covered in the Model Code.
- > **An Editorial and Code Analysis and recodification of existing materials**
This process will identify conflicts, redundancies and inconsistencies in the Code and enable you to incorporate the necessary revisions to ensure that your Code is enforceable and fully complies with state statutes.
- > **An online Code housed on our innovative *eCode360* platform**
Created for a variety of users, *eCode360* makes the complete current text of your Code available online in a format that is easy for your community to use and is fully searchable.
- > **3 custom printed Code books, with an option for additional printed volumes**
We will provide you with 3 fully customized print copies of your new Code, with additional copies as requested.

Solution Benefits

A comprehensive codification solution from General Code® will:

1. Deliver a Code that is always accessible to the public and up to date
2. Help you keep Sunrise Beach's Code enforceable
3. Improve transparency with constituents
4. Save Sunrise Beach's staff time and resources by empowering constituents to find Code information independently

Who Benefits?

1. **Constituents**—Citizens will be able to find and use laws in a comprehensive, up-to-date, and understandable format
2. **Staff**—All staff members will be able to gather the information they need to answer questions from both citizens and other municipal officials
3. **Planners/Developers**—Your new Code will provide a clear view of existing regulations and make it easier to determine the impact of proposed changes and amendments on development and growth initiatives
4. **Attorneys**—Legal staff can draft and amend legislation more efficiently by using *eCode360* to research similar laws that other communities have passed

Sunrise Beach's Investment

The price of *General Code's* recommended solution will be \$9,200.

A detailed breakdown of the investment and available options can be found in the Investment Details and Options section on page 11.

General Code, America's Next Generation Codifier

When local governments and constituents work well together, shared ideas and diverse talents can be focused where they need to be – on the community's common interests and vision for the future. At *General Code*, we focus on simplifying the ways that local governments and their constituents find, access, and share information by innovating forward-thinking technologies and processes. By intelligently connecting vital code information in a digital environment, communities can work better together to overcome challenges and create opportunities for growth more effectively. From online municipal codes to interactive zoning maps, it is our goal to empower everyone in our client communities to rise, transform, and thrive.

We would be proud to partner with your community, too.

Our Experience

For 60 years, *General Code* has worked with more than 4,000 communities to build, maintain, and publish Codes that are clear, accessible, and easy-to-use. We have assembled a staff of highly trained project managers, editorial assistants, attorneys, legal editors, production staff, account managers, training specialists, service representatives, and software engineers that have unique expertise in codification. With backgrounds in municipal law and local government and an average of 17 years of hands-on experience working with municipalities, every segment of our team is uniquely qualified to partner with your community.

A Member of the ICC Family of Solutions

The International Code Council is the leading global source of model codes and standards and building safety solutions. Code Council codes, standards and solutions are used to ensure safe, affordable and sustainable communities and buildings worldwide.

General Code's partnership with ICC strategically aligns our companies' like-minded missions, values, and long-standing commitment to building strong partnerships with local governments. It also gives *General Code* even greater capacity to build on our portfolio of municipality-focused solutions by tapping into the expanded resources and global reach of ICC.

Our Technical Focus

Technology has changed your community's expectations about accessing and interacting with complex Code information. Therefore, we handle Code information differently. With *General Code*, your Code is more than just static text; using our proprietary publishing system, we store your Code as dynamic data, making it easy to update and present in multiple ways that meet your staff's and community's needs. Using the data from your Code as a basis, *General Code* provides an ever-expanding suite of seamless solutions that save time and simplify how you serve your community.

Our Process

General Code's process workflow is highly collaborative, allowing you to engage with a Code consultant at every key stage of the codification process. We guide you through each phase of the process to keep you informed and help the project stay on track. Our Code consultants are invested in working with local governments and strive to ensure that your Code improves transparency within your community while accurately reflecting your laws.

The *General Code* Recommended Solution and Process

General Code's Approach to Codification



Codification Powered by Code Review brings your code project to life during the milestones of your project. Code Review is a revolutionary legal review platform, shared interactively between the *General Code* project team and your review committee, that guides you through the stages of your Codification project.

Code Review, a secure, searchable platform, gives your codification stakeholders the ability to manage milestones, share and assign questions, and expedite the decision-making process. With digital access to all your relevant project documentation throughout the project, including the analysis, drafts and reference documents, our technology eliminates the need for paper reports, printed legal memorandums or Legal Workbooks.

Codification Powered by Code Review is a collaborative process that will guide you through each project stage. We will prepare your Organizational Analysis, evaluate your legislation, prepare the Editorial and Code Analysis, and create your Digital Manuscript, so that you can easily access the project documents and make decisions.

This streamlined process allows users to collaborate, annotate, print and share comments among all committee members, while staying connected with your *General Code* Editor.

So how does it work?

When the Digital Manuscript and Editorial Code Analysis are ready for review, *General Code* will activate your *Code Review* site and provide your review committee with a secure link to the online version of your in-process Code. We will facilitate a dedicated e-Learning workshop for your municipal officials, led by our *General Code* training specialist, to guide you through the features

and functionality of the platform. *Codification Powered by Code Review* will include these supporting documents as the project progresses through the codification stages:

- > Code Project Contract
- > Code Project Guidelines
- > Organizational Analysis
- > Digital Manuscript
- > Editorial and Code Analysis
- > Code Adoption Ordinance
- > Disposition List
- > Digital Drafts of your Code

Upon completion of the codification project and publication of your new Code, the Code will seamlessly transition from the private *Code Review* platform to your public *eCode360* site and will house the adopted version of your Code, which is available to the public.

Below is an outline of the process for completing your project.

Project Launch

General Code will consult with Sunrise Beach's designated contact person to review the project generally and to clarify any initial questions for both *General Code* and the Village. To begin the project, the Village and *General Code* shall confirm the source materials for the project. For more detail, see the source materials listed on page 10.

Organizational Analysis

During this phase, we will prepare an Organizational Analysis of your legislation for the Village to review. The editor will submit the Model Code Table of Contents and a listing of additional legislation reviewed, along with any missing material and adoption dates, and any other questions pertaining to the completeness of materials being reviewed. ("Additional legislation" shall mean ordinances pertaining to zoning, business, publicly operated utilities or other subjects unique to the Village and not covered by the provisions of the Model Code, which will consist of seven titles: Government; Public Health, Safety and Welfare; Traffic; Land Use; Building and Construction; Business and Occupations; and Utilities, when applicable.)

The Village will review the Organizational Analysis and make whatever changes it feels are necessary. An editor will incorporate the feedback they receive into the project and move forward to the preparation of the Manuscript and the Editorial and Code Analysis.

Editorial and Code Analysis with Manuscript

For the second part of the analysis of the Village's legislation, we will prepare an Editorial and Code Analysis for your review. Our staff of editors and attorneys is in contact with hundreds of communities and will provide you with the benefit of their experience, including information you can use to determine how your legislation can be revised and improved. Your project team will do a thorough review and analysis of your legislation and provide specific recommendations and input for improvement. The Analysis will be compiled into a workbook with an easy-to-use checklist

format. Village officials, including the Village Attorney, will have the final decision-making authority for the resolution of any and all issues.

The Editorial and Code Analysis will include the following:

- > Identification of duplications, conflicts and inconsistencies between or within various sections of the Code
- > Identification of duplications, conflicts and inconsistencies with Missouri statutes
- > Any practical recommendations to make your legislation more enforceable
- > Suggestions regarding fines, fees and penalties
- > Suggestions on ways to modernize your legislation

Your Responsibilities

The Village will review the Editorial and Code Analysis and make the final decisions on any changes that are deemed necessary. All final decisions regarding the sufficiency of the legislation which is to be codified, and any changes to be made to said legislation, shall be the province of the Village officials and the Village Attorney.

A review period is set by the performance schedule. We stress the importance of staying within the allotted time to avoid disruptions in the production process and delays in the delivery of the Code.

eCode360 Code Review

eCode360 Code Review is a searchable online repository that houses your Code Manuscript and Editorial and Code Analysis during the review stages of the codification process. When the Manuscript and Editorial and Code Analysis are ready for review, *General Code* will activate your *Code Review* site and provide your review committee with a link to a secure online version of your in-process Code and the supporting documents. *Code Review* allows users to reference and search relevant Code sections online as you answer questions and work through conflicts, duplications, and inconsistencies within your Code. As the project continues, additional secure drafts will be available on your *Code Review* site, making the review process easy and clear. Upon completion of the project, your *Code Review* site will be replaced by your *eCode360* site and will house the adopted version of your Code, which will be made available to the public.

Final Editing of the Manuscript and Submission of the Draft

Once the Editorial and Code Analysis is returned, an editor will begin the final editing process.

During this time, we will:

- > Edit the text to incorporate any revisions and additions previously approved in the Editorial and Code Analysis phase
- > Update the Table of Contents listing all chapters and articles included in the Code, as applicable
- > Include cross-references and Editor's Notes, as required, and add historical notations indicating the source and date of adoption of each enactment
- > Proofread all copy to correct typographical and spelling errors

Using *Code Review*, *General Code* will submit a Draft of the Code for final review by the Village. With the submission of the Draft, the editorial work on your project will be completed; therefore, if the Village requires any additional changes, further charges will apply.

Prepare Final Deliverables

Upon approval to proceed with the publication of your Code, we will prepare the following final deliverables:

- > **A Comprehensive Index**
We will provide you with an index that is designed to let you quickly and easily locate information in the Code.
- > **A Disposition List**
Your Code will include a Disposition List that sets forth—in chronological order—the subject matter, date of adoption and disposition of each item of new legislation reviewed with the project. It will also indicate whether those items are included in or omitted from the Code.
- > **Code Adoption Legislation**
We will prepare adoption legislation for the proposed Code and give it to the Village Attorney for review and enactment by the governing body. The Code should be adopted as soon as possible to formally enact the many revisions authorized by the Village and establish the Code as the permanent enforceable system of law in the Village. If the Code adoption legislation is enacted and returned to us within 90 days of submission, we will include this material in the Code free of charge. Once the Code is adopted, it can be amended directly to change, add or delete material.

Publish a Secure Online Code with eCode360

Once the final deliverables have been prepared, *General Code* will make your *eCode360* site available to the public. *eCode360* is a secure, reliable online platform created specifically to house codified laws and municipal documents. Built with a variety of user needs in mind, *eCode360* will provide Sunrise Beach's staff, citizens and businesses with unparalleled flexibility to quickly access and search your Code on a variety of desktop and mobile devices.

eCode360 Benefits:

A centralized solution—laws, regulations and related documents are integrated into a dynamic, centralized resource

Simple to use—*eCode360* is easy and intuitive and offers powerful time-saving features

Always up to date—We will update your *eCode360* site with each supplement to your Code

A trusted, “go-to” resource—Empower staff to answer questions with clarity and confidence

Always evolving—We consistently release innovative functionality based on communities' needs

eCode360 Service Level included in this Project: **Premium**

	eCode360 Lite	Standard eCode360	Premium eCode360
Annual Maintenance Fee	\$695	\$995	\$1,195
New Laws	X	X	X
Easy and Flexible Searching	X	X	X
Dynamic Table of Contents	X	X	X
Email or Share Links	X	X	X
Printing	X	X	X
Bookmarking Searches	X	X	X
Archive View	X	X	X
"Sticky" Table Headers	X	X	X
Administrative Tools	X	X	X
Translate	X	X	X
eCode360 Search App	X	X	X
Linked New Laws		X	X
Public and Private Notes		X	X
Sample Legislation (Multicode Search)		X	X
Download to Word		X	X
Download to PDF			X
New Laws Indicator			X
Advanced Search			X
Customizable Titles			X
eAlert			X
Public Documents Module			X

For more information about eCode360 and the service levels we offer, see page 16.

Publish a Custom Printed Code

General Code will publish 3 printed copies of your Code in high-quality, custom-imprinted blue post binders. The Code pages will be designed in an 8 ½-by-11-inch page size, using 11-point Times New Roman font in a single-column format on 100% recycled paper.

Each copy of the Code will include a set of 15 tab dividers for individual customization and will also be serial-numbered for easy identification.

Provide Ongoing Code Maintenance

The codification process is not truly over when your new Code is delivered. Your community will change and grow, and ultimately, your Code will evolve with it. In order to maintain your Code as an accurate and reliable resource, it is important that the Village keeps the Code up to date after initial publication. General Code's supplementation services are designed to make the process easy, fast, and accurate.

For more information about General Code's Supplementation Services, see page 21.

Project Materials

Source Materials

General Code will use the following source materials for the codification project:

- > The Model Code, consisting of seven titles: Government; Public Health, Safety and Welfare; Traffic; Land Use; Building and Construction; Business and Occupations; and Utilities (when applicable)
- > A copy of the Village's uncodified legislation, as adopted from Ordinance No. 1 to Ordinance No. 2023-12 (see Special Considerations below)

Project Scope

This proposal and the scope of this project consider only the legislation submitted for review as listed above. The processing, review, and inclusion of any materials not submitted are outside the project scope as proposed and therefore may be subject to additional charges. We request that Sunrise Beach set up a process to routinely send any new legislation upon adoption. This additional legislation will be included in the Code up to the point where the editorial work has been completed and will be subject to an additional charge at the end of the project. The first 25 additional pages are included in the base price; an additional charge will apply if the Village has more than 25 additional pages at the end of the project.

Please note that the following categories of legislation are not deemed general and permanent in nature and therefore will be omitted from the new Code: appropriations, franchises, bonds, street vacations, annual tax levies, special elections, contracts and agreements, re-zonings, and annexations.

Special Considerations

General Code has identified the following specific special considerations that will be addressed by our staff as the project progresses:

- > General Code is of the understanding that the Village's Zoning legislation is undergoing a review and will not be part of this Model Code project at this time.

Investment Details and Options

Model Code Project Price

\$7,500

Services included with the codification project:

- > Project Launch
- > A Model Code Consisting of 7 Titles
- > Codification of the First 25 Pages of Legislation
- > Codify Legislation and Incorporate Additional Ordinances* Into Model Code
- > Editorial Work
- > Proofreading
- > Shipping

Initial deliverables included with the codification project:

- > Organizational Analysis
- > Editorial and Code Analysis
- > Manuscript
- > Draft

Final deliverables included with the codification project:

- > Publication of 3 Code Volumes in Standard Imprinted Post Binders
- > Comprehensive Index
- > Disposition List
- > Title Tabs
- > Code Adoption Legislation
- > Annual Statutory Update Service (First Year)
- > Premium *eCode360* (Setup and First Year)

Estimated Price to Codify Additional Legislation

\$1,700

The Model Code Project Price includes the codification of the first 25 pages of additional legislation at no added charge. However, pages after the first 25 will be charged at the rate of \$20 per page. Based on our initial review of your legislation, we estimate there will be an additional 85 pages in excess of the 25 included in the Model Code Project Price. A "page" shall be defined as the printed area on one side of a sheet of paper; a sheet of paper may include two pages. Therefore, we estimate the cost for codifying your additional legislation will be \$1,700.

Future Maintenance

Premium *eCode360* Annual Maintenance

\$1,195

The maintenance fee is an annual recurring flat fee that begins one year from the initial posting of *eCode360*. Therefore, we recommend that the Village budget for this service each year. The fee covers annual licensing, web hosting, posting of new legislation between regular Code supplements and the PubDocs Module. Please note that this does not include the cost for codifying new legislation.

Supplementation Services

Following the completion of the Code project, we will do all necessary editorial work and will print 3 copies of all supplemental or replacement pages at the rate of \$20 per page. All changes including tables, graphics and Charts will be billed at a rate of \$10 per change.

Future Statutory Updates

\$825

This is a subscription service enabling the Village to stay up to date with the latest statutory changes and providing supplemental pages reflecting new state laws.

Code Watch

No Charge

This is an annual state law review which reports on the passage of new statutes that make it necessary to revise corresponding local ordinances, provided at no charge to our customers.

Optional Components

The following is available to you at an additional charge:

- \$ (500) Substitute *eCode360* Lite instead of Premium *eCode360*
Annual Maintenance: \$695

- \$ (200) Substitute Standard *eCode360* instead of Premium *eCode360*
Annual Maintenance: \$995

Please note: Code books in addition to the 3 Code books included in the Codification Project Price may be ordered through the publication date of your Code. Pricing is available upon request.

Performance and Payment Schedule

Deliverable	Delivery Date	Payment Milestone
Contract Signing	Within 30 days of contract signing	20% of total project price due
Submission of the Organizational Analysis	Within 70 days of contract signing and receipt of the materials; the Village has 15 days for review	20% of total project price due
Submission of the Editorial and Code Analysis with Manuscript	Within 100 days of receipt of the responses to the Organizational Analysis; the Village has 50 days for review	20% of total project price due
Submission of Draft	Within 80 days of receipt of responses to the Editorial and Code Analysis; the Village has 20 days to review	20% of total project price due
Delivery of the Code	Within 25 days of approval to proceed with the publication of the Code	Balance of total project price due

Performance schedule reflects only business days excluding legal holidays.

Authorization and Agreement

The Village of Sunrise Beach, Recodification, October 25, 2023

Total Project Price, including Model Code and Estimated Price to Codify Additional Legislation **\$9,200**

- > Model Code Project Price = \$7,500
- > Estimated Price to Codify Additional Legislation = \$1,700

Optional Components

- Substitute *eCode360* Lite instead of Premium *eCode360* \$(500)
Annual Maintenance: \$695
- Substitute Standard *eCode360* instead of Premium *eCode360* \$(200)
Annual Maintenance: \$995

Total Investment

Including all of the options selected above, the total project price will be: \$

The Village of Sunrise Beach, Missouri, hereby agrees to the procedures outlined above, and to *General Code's* Codification Terms and Conditions, which are available at <http://www.generalcode.com/terms-and-conditions-documents/>.

Village of Sunrise Beach, Camden County, Missouri

By: _____ Witnessed by: _____

Title: _____ Title: _____

Date: _____ Date: _____

GENERAL CODE, LLC

By: _____ Witnessed by: _____

Title: _____ Title: _____

Date: _____ Date: _____

This document serves both as a proposal and as an agreement. To accept this proposal and delegate authority to *General Code* to administer the codification project, complete the form above, including authorized signatures. A signed copy of this agreement will be mailed back to Sunrise Beach for its records.

Scan and email the completed form to contracts@generalcode.com. You may also fax the completed form to *General Code* at (585) 328-8189 or return it by mail to *General Code*, 781 Elmgrove Road, Rochester, NY 14624.

Appendix

Missouri Communities We Serve

For more than a half century, we have had the pleasure of forming long-term, collaborative working relationships with municipalities of all types and sizes across the country. Below are some of the 273 municipalities in Missouri that have trusted *General Code* to codify their laws:

Counties

Franklin County

Jefferson County

St. Charles County

Cities

City of Albany

City of Aurora

City of Berkeley

City of Blue Springs

City of Bridgeton

City of Camdenton

City of Carl Junction

City of Crestwood

City of Dardenne Prairie

City of De Soto

City of Duquesne

City of Edmundson

City of Eureka

City of Fair Grove

City of Fredericktown

City of Frontenac

City of Gallatin

City of Golden City

City of Hazelwood

City of Holt

City of Iberia

City of Ironton

City of Jonesburg

City of Kimberling City

City of Knob Noster

City of Lake Lotawana

City of Louisiana

City of Marceline

City of Mount Vernon

City of Neosho

City of Northwoods

City of O'Fallon

City of Ozark

City of Park Hills

City of Platte City

City of Puxico

City of Qulin

City of Richmond Heights

City of Russellville

City of Salem

City of St. Peters

City of Sweet Springs

City of Town and Country

City of Troy

City of Truesdale

City of Union

City of University City

City of Valley Park

City of Vinita Park

City of Warrenton

City of Washington

City of Weldon Spring

City of Webb City

Villages

Village of Airport Drive

Village of Country Club

Village of Hanley Hills

Village of Indian Point

Village of Kingdom City

Village of Kirbyville

Village of Marlborough

Village of Oak Grove

Village

Village of Pasadena Park

Village of Shoal Creek Drive

Village of Windsor Place

eCode360 Platform

Our *eCode360* platform is designed specifically to house codified laws and municipal information. *eCode360*'s intuitive design, responsive navigation, and robust search functionality drive performance and user satisfaction.

Simple for Everyone

eCode360 offers a user experience that's simple and intuitive. Our easy-to-use, uncluttered interface allows users to access, search and share Code sections with incredible speed and precision on desktop and mobile devices. It provides the power to communicate information to everyone in your municipality like never before.

24/7/365 Access and Security

General Code supports your community through technologies that transform your users' experience and empower your community to access, navigate and share your Code in exciting new ways. Our *eCode360* platform was designed by our own in-house team of software engineers, experts who understand the importance and value of simplifying how you access and use your Code, generating an impressive 71,000 users a day while boasting an incredible uptime average of 99.9%. *eCode360* is available 24/7, 365 days a year.

eCode360 is hosted on Amazon Web Services (AWS)'s EC2, which has an uptime guarantee of 99.99%. Our servers are backed up using IT industry best practices, taking advantage of multiple redundancies and regions within AWS. In addition to a robust disaster recovery plan, we have taken steps to avoid disaster by building *eCode360* from the ground up to be secure and scalable. The system is designed and engineered to minimize the possibility of intrusion and uses multiple leading-edge technologies to harden and secure the service.

Our proprietary platform, *eCode360*, does not require any Folio installation or licenses.

Maintenance and Updates

eCode360 is maintenance free for our users. *General Code* employs a team of software developers, web application developers and system administrators who maintain and update the platform to give you an intuitive and seamless experience with your Code. Our most recent enhancements can be found at <https://www.generalcode.com/happycode/>.

Free Introductory eCode Webinar for Municipal Staff

Our introductory eCode webinar lets you work online with an experienced Training Specialist who can demonstrate *eCode360*'s powerful tools and offer step-by-step guidance to help you use the Code. A great resource for municipal employees who want to help their constituents!

“Multi-purpose” your Code Content—and better serve your community.

Give departments and individuals within your municipality the ability to view and use the specific Code information they need—when they need it. With *eCode360* Content Export, we export your Code's content to an Excel or CSV file. From there, the file can be imported into systems other departments are already using where information from your Code can be quickly viewed and used. This saves others—especially staff who serve the public in the field—the time and effort of searching the entire Code manually to find the particular section they need. For more information about our Content Export services, please contact us at sales@generalcode.com.

eCode360 Service Levels

eCode360 Lite includes the following features:	
New Laws	Between regular Code supplements, <i>General Code</i> will temporarily post PDF copies of new legislation to your online Code
Custom Settings for Admin Users	Control the look of your eCode360 by selecting custom colors and accents, and uploading a custom banner or photo
Easy and Flexible Searching	Search by key words, phrases, section numbers and more
Electronic Index	A comprehensive list of key words and phrases to speed searching
Dynamic Table of Contents	Users can find the information they need and see their current location with a table of contents that moves as users browse
Email or Share Links	Email a link to a specific Code section or share via social media
Printing	Print with user-friendly functionality and a variety of user options
Bookmarking Searches	Save "favorites" to quickly return to sections of the Code
Archive View	View a permanent archive of your Code, updated with each supplement
"Sticky" Table Headers	Table headers remain stationary as you scroll
Translate	Users can view your Code in more than 100 additional languages
eCode360 Search App	Use your mobile device to search your Code
Standard eCode360 includes all of the above Lite features plus:	
Linked New Laws	As new legislation is posted, we will add links from the New Laws section of eCode360 to the affected Code chapters or articles
Public and Private Notes	Create personalized links and annotations within the Code
Multicode Search	Search across multiple Codes by municipality, geographic region, government type or population to find sample legislation or other Code content for zoning use, legal cases or historical research
Download to Word	Administrative users can download Code text to a Microsoft Word document to edit and track changes when drafting new legislation
Premium eCode360 includes all of the above Lite and Standard features plus:	
Download to PDF	Public users can directly download Code text to a PDF document
New Laws Indicator	Code Change Indicators help users identify sections of your Code that have been changed and provide links to the new legislation
Advanced Search	Search across the Code, Public Documents, New Laws and Notes using an intuitive query tool and filtering system to quickly pinpoint the most relevant information
Customizable Titles	Administrative users can add customized titles and comments to your legislation in New Laws
eAlert	Public users can sign up to receive notifications of changes in the Code
PubDocs Module	Post non-Code documents along with your online Code

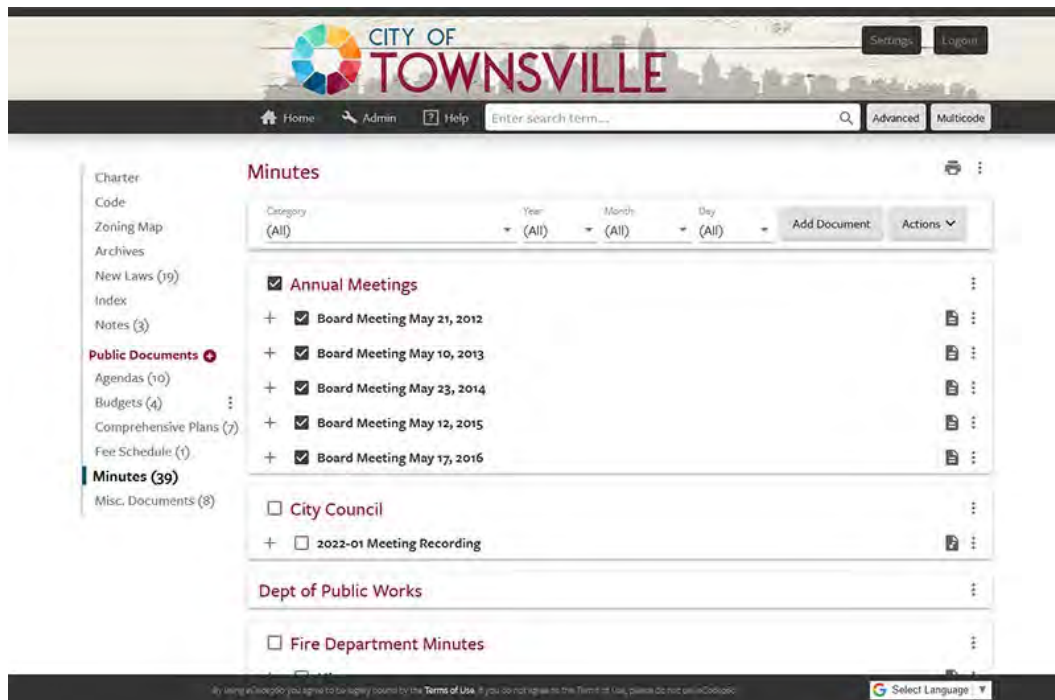
The new version of PubDocs™ is here and ready for you to use NOW!

Put more power behind your public documents: With a new look, features and functionality, our newest version of *PubDocs* elevates access, control, and transparency to new levels, so you can do more with your public documents than ever before.

More of what you asked for, for more control of your documents: Our latest *PubDocs* enhancements are the direct result of comments and suggestions from valued customers like you. We think you will like what you see!

- **Add or change the name of document types** – For example, you can change “minutes” to “meeting packets” – whatever titles work best for you. Or add new document categories, such as “Fee Schedule.”
- **Move or delete multiple documents quickly and efficiently** – There’s no need to work with one document at a time.
- **Post an expanded variety of file formats and documents** – Now including audio files, audio and video links, and PowerPoint files.
- **Sort search results more efficiently** – Arrange results by ascending or descending dates.
- **Unlimited document uploads** – Now without file size limits

Our new *PubDocs* enhancements are available for you, the *eCode360* user, to use NOW!



The screenshot displays the City of Townsville PubDocs interface. At the top, there is a navigation bar with the City of Townsville logo, a search bar, and links for Home, Admin, and Help. Below the navigation bar, a sidebar on the left lists various document categories, including Charter, Code, Zoning Map, Archives, New Laws (19), Index, Notes (3), Public Documents (39), Agendas (10), Budgets (4), Comprehensive Plans (7), Fee Schedule (1), and Misc. Documents (8). The main content area shows a list of documents under the 'Minutes' category. The list includes 'Annual Meetings' with sub-items for Board Meetings from May 2012 to May 2016, 'City Council', and '2022-01 Meeting Recording'. There are also sections for 'Dept of Public Works' and 'Fire Department Minutes'. The interface includes filters for Category, Year, Month, and Day, along with an 'Add Document' button and an 'Actions' dropdown menu.

Sample eCode360 Screens

1 Custom Banner

3 View Archived Codes

4 Public Documents Portal

2 Public and Private Notes

5 Find Codes

6 New Laws

6 Multicode

5 Find Codes

Add Codes

of

Search Codes

Add All Codes (2264)

Add	Type	Name	County	State	Population
+	County	Adams County, WI	Adams	WI	20843
+	County	Albany County, NY	Albany	NY	297556
+	County	Allegany County, MD	Allegany	MD	72831
+	County	Allegheny County, PA	Allegheny	PA	1223411
+	City	Appleton City, MO	St. Clair	MO	1127
+	County	Appomattox County, VA	Appomattox	VA	14128
+	City	Atlantic City, NJ	Atlantic	NJ	39958
+	County	Atlantic County, NJ	Atlantic	NJ	271620

- 1** Custom Banner
- 2** Public and Private Notes
- 3** View Archived Codes
- 4** Public Documents Portal
- 5** Multicode
- 6** New Laws

6 New Laws

Title	Adopted	Subject	Affects
L.L. No. 19-2018 - Sewer Amendment <i>This goes into effect 1/1/2019.</i>	2018-08-02	Clerk Amendment; Departments and Bureaus Amendment	Ch 18A, Ch 20
L.L. No. 20-2018 <i>goes into effect 1/1/2019</i>	2018-08-23	Zoning Amendment	Ch 05
L.L. No. 21-2018	2018-08-23	Zoning Amendment	Ch 05
L.L. No. 22-2018	2018-09-13	Neighborhood Preservation Amendment	Ch 02
L.L. No. 23-2018	2018-09-13	Building Construction Administration Amendment	Ch 16
L.L. No. 24-2018	2018-09-13	Zoning Amendment	Ch 05
L.L. No. 25-2018	2018-09-13	Zoning Amendment	Ch 05

Additional Online Services

MapLink™ powered by ZoningHub™

MapLink is a *Visual Zoning* service that makes it easier for business and property owners, planners, developers, and constituents to find the information they need in your community's Zoning ordinance by presenting Zoning Code data from *eCode360* in an interactive online map. *MapLink* users can click on a map to view details about permitted uses and answer questions such as, "Where can I open my business?" and "What can I do with my property?" With just a few clicks, users interested in economic development can view dimensional requirements, allowable uses, and zoning districts, zoom to an individual parcel to examine its requirements, or search for properties based on land use. By making it easier for users to find the information they need for their development projects, they are more likely to open their businesses in the Village, which can help grow your community.

MapLink uses your municipality's existing GIS map information and seamlessly presents data from *eCode360*, so your interactive map clearly and accurately displays your essential Zoning elements. When a Code supplement including a Zoning change is completed and posted to *eCode360*, your Code data is simultaneously updated in *MapLink*, ensuring that users are always working with the most accurate requirements.

eCode360® Enhanced Graphics™

eCode360 Enhanced Graphics can help drive economic development in your community by presenting an online Zoning Code that is clear, easy to understand and always up to date. *Enhanced Graphics* offers zoning specific features like integrated tables that allow users to view tables in context, multi-column layout options to accommodate natural image placement, searchable image captions, color coding to create easier navigation, and high-quality graphics. Every community is unique, so we also offer custom solutions tailored to suit your community's specific needs.

Custom Local Building Code

Until now, no single publication has included both ICC I-Code building regulations and local amendments in an integrated form. Our CLBC solution will create a single central repository for your adopted Building Code regulations that is intuitive, searchable, and linked to your municipal Code. This solution will eliminate the need to separately manage state adopted I-Codes and your local amendments and make your Building Code regulations available from anywhere at any time, even if the Village only has one set of printed books.

Application Programming Interface

Application Programming Interfaces (API) make it possible for your Code in *eCode360* to "talk" with additional external systems to share information. General Code has APIs that deliver structured Code information contained in *eCode360* to external systems, including legislation drafting, parcel management, municipal websites, enterprise content management (ECM), permitting, GIS-based interactive maps, code enforcement, law enforcement, and more.

For more information on our additional online services please contact us at sales@generalcode.com

Ongoing Code Maintenance

Your Code is always evolving and is an investment you need to protect.

Because your Code will evolve and grow with your community, the codification process is not truly over when your new Code is delivered. To maintain your community's trust and reliance on your Code, *General Code* offers supplementation services that will help to keep your Code reliable, accurate and up to date. Our supplementation services are designed to make the process easy, fast, and accurate. In addition, *General Code* provides a free sample legislation service to municipalities we serve as well as regular legislative alerts to inform local governments of the latest trends in legislation that may affect their communities.

Rapid Delivery

Our average turnaround time for processing routine supplementation is between 4 and 6 weeks.

Materials

After the enactment of new legislation, the Village can forward a copy to us by whatever method is most convenient.

Online copies of the legislation can be sent via email to ezsupp@generalcode.com. Upon receipt, we will send you an email confirming that we have received your legislation. Should an alternative method of transmission be required for transferring large files, please contact us and we will provide the necessary information.

General Code will hold legislation pending a pre-approved schedule, or begin the job, as directed by the Village. Please note that charges for supplementation services are outside of the scope of this proposal and will be billed separately. An estimate of the charges applicable to a particular supplement is available upon request.

Posting of New Laws

Between regular Code supplements, *General Code* will temporarily post PDF copies within 1 to 2 business days of receipt of new legislation to your online Code, to provide ready access to information until such time as the legislation can be codified through supplementation. If supplementation does not occur within one year of appending, *General Code* will remove the link to that new legislation.

Schedule

Code supplements will be provided on a schedule designed to meet the needs of Sunrise Beach. Typical schedules may be quarterly, semiannual, or annual, or upon authorization by the Village. Updates to the electronic version of the Code can occur on a more frequent schedule than printed supplements if the Village prefers.

Editorial Work on Your Supplement

The work on your supplement specifically focuses on the new legislation being incorporated with each supplement. For each supplement we provide project management, recordkeeping, processing, professional review of new legislation, and consult throughout the project. Our goal is to make the information easily accessible without altering in any way the meaning of what was originally adopted. The work on your supplement specifically focuses on the new legislation being incorporated with each supplement. As part of our process for new legislation, we will:

- > Acknowledge receipt of all materials
- > Verify adoption of all legislation, including date of action by governing body
- > Review legislation and distinguish between Code and non-Code material
- > Update record of legislation received and its disposition (Disposition List)
- > Request any missing legislation/missing pages
- > Determine proper placement of legislation within Code
- > Impose or utilize the adopted flexible section numbering system that allows for later changes
- > Create/modify chapter, article and/or section titles
- > Add historical annotations
- > Add any necessary cross references
- > Include editorial notes to sections that require additional explanation
- > Correct any misspellings so that searchability in eCode360 is not compromised
- > Impose a distinctive style for definitions, to aid Code user in quickly finding the meaning of a particular term
- > Maintain legislative integrity by following the original tables and graphics and, where necessary, improving the presentation so that the information contained therein is easily accessible
- > Impose standard internal section organizational hierarchy consistent with the rest of the Code
- > Impose standard style conventions consistent with the rest of the Code, i.e., number citation, capitalization, nonsubstantive grammar and punctuation, internal and statutory reference citation
- > Confirm accuracy of internal references; correct as necessary and appropriate
- > Confirm accuracy of statutory references; correct as necessary and appropriate
- > Read and review for missing wording; internal conflicts
- > Update ancillary Code pieces, such as the Table of Contents and chapter schemes, when necessary
- > Update Code Index
- > Create an Instruction Page so that Code holders can properly update the Code
- > Notify client of any issues and concerns noted and work together to determine appropriate resolution

Printed Supplements

Amendments to the printed Code occur in the form of printed supplement pages that are issued as replacement pages. Printed supplements include an updated Table of Contents, Disposition List, Index, text pages, and Instruction Page.

Electronic Updates

Amendments to the electronic version of the Code can be provided on their own schedule or can accompany printed supplements. Electronic updates will be incorporated into the Code, and a fully searchable, complete Code will be delivered online.

Delivery

Printed supplements to the Code will be delivered in bulk to Sunrise Beach, unless it chooses to utilize *General Code's* Distribution Services. The website will be updated in one to two business days.

A Member of the ICC Family of Solutions



TERMS AND CONDITIONS

LAW AND ORDINANCE CODIFICATION, SUPPLEMENTATION SERVICES AND ONLINE CODE HOSTING AND UPDATES

These Terms and Conditions, together with the Proposal (the “Proposal”), constitute a legally binding agreement (this “Agreement”) between the MUNICIPALITY/Licensee (the “Municipality”) and General Code, LLC (“General Code”), General Code d/b/a Franklin Legal Publishing, or Code Publishing, LLC (collectively, the “Company”).

1. Responsibility of The Company.

The Company shall be responsible for the performance of the services provided for in this Agreement in accordance with the “Performance Schedule.” The Company shall be responsible for the correctness and accuracy of its work, based upon the material and information supplied by the Municipality, as reflected in the completed codification, supplementation and online hosted code updates delivered to the Municipality. Regardless of the Municipality’s acceptance of completed materials when delivered, the Company shall correct errors found either by the Municipality or the Company. See “Warranties; Limitations” for the Company’s liability for all services.

2. Responsibility of the Municipality.

The Municipality shall be responsible for the correctness and accuracy of the information it supplies to the Company (“Municipality Content”). By acquiring an online hosted code, the Municipality hereby requests that Municipality Content be posted online, and the Municipality will be responsible for the presentation, accuracy and completeness of the Municipality Content provided, and the Company will be entitled to post that Municipality Content without review or editing. Further, the Municipality is responsible for providing the Company with timely decisions and answers to questions raised by the Company, for inclusion of sufficient funds in the budget to pay the Company for services, and for the prompt payment of invoices. The Municipality shall also be responsible for completing its work in accordance with the “Performance Schedule.”

3. Responsibility of the Municipality’s Counsel.

In conjunction with the services rendered by the Company and the work of the Municipality and the Company, any and all questions requiring legal advice or opinion, analysis of legislation for legal sufficiency, interpretation of cases or statute, etc., shall be directed by the Municipality and the Company to the Municipality’s counsel. At the request of the Municipality or its counsel, the Company shall make available to the Municipality’s counsel information in its possession relating to legal issues or opinions obtained during its work with other municipalities, as well as sample copies of legislation as requested by the Municipality.

4. Protection of Confidential Information.

During the time this Agreement is in effect, both the Municipality and the Company may have access to or receive information that is of a confidential nature. This information may include data relating to client information, products, product development, designs, processes, systems, computer software, computer hardware, methods of production, costs, pricing, finances, sales or marketing plans, customers, business partners, vendors, vendor prospects, employees and municipal records and data. All such information, including any materials embodying such information, whether disclosed orally or otherwise and whether or not marked “Confidential” or “Proprietary,” will be considered by officials of the Municipality and by the Company and the Company’s employees as proprietary and confidential. Both the Municipality and the Company will use reasonable efforts to protect the confidentiality of the other’s Confidential Information but in no case less than the same efforts as it uses to protect its own confidential information and will not use any Confidential Information of the other for any purpose other than fulfilling its obligations under this Agreement.

5. Indemnification.

The Municipality hereby agrees to indemnify, defend and hold the Company harmless from and against any and all liability, losses, costs, and expenses (including reasonable attorneys' fees) incurred by the Company in connection with any claim arising out of or relating to:

- A. The Municipality's use of online code;
- B. The content, the quality, or the performance of Municipality Content;
- C. The Municipality's violation of this Agreement; or
- D. The Municipality's violation of the rights of any other person or entity.

6. Municipality Primary Contact.

The Municipality shall identify, and name, an appropriate individual, with corresponding contact information, including electronic mail address, as the "Primary Contact" with whom the Company should communicate matters regarding the online code, such as maintenance notifications, and who has the authority to make requests including release of Municipality data, both internally to the Company and to the Municipality, restoration of data, and other configuration changes.

7. System Monitoring.

The Company will not systematically monitor Municipality Content, but the Company reserves the right to review Municipality Content from time to time at its discretion. The Company reserves the right to (a) disable access to or delete any Municipality Content which it determines in its sole discretion (such discretion to be exercised in good faith) to be illegal, obscene, threatening, defamatory, fraudulent, infringing, harassing, or otherwise offensive, and (b) disable access to or delete any other Municipality Content under justified exigent circumstances, as such circumstances are determined in good faith by the Company.

8. Payment Terms.

All invoices will be processed in accordance with the Payment Schedule set forth in the Proposal. However, the Municipality may choose to pay in advance of Payment Schedule for products and services provided in this Agreement, if so desired. In such a case, the Company shall hold the funds on account and draw from them in accordance with the Payment Schedule until the Contract is completed, or for up to 12 months, whichever is later. If any funds remain on account after 12 months, or end of Contract, the Company will contact the Municipality regarding disposition of said funds. Unless otherwise specified in the Payment Schedule, all payments shall be made within 30 days of receipt of the invoice/voucher. The Municipality shall not discount nor withhold any portion of the amount for any reason. The Company reserves the right to issue progress billings for services that span several months.

9. Software.

A. DEFINITIONS

(i) "Licensed Program" shall mean the Company software product eCode360® and any other software product provided to the Municipality by the Company or its affiliates or licensors pursuant to the Proposal.

(ii) "Update" means a new release of the Licensed Software made available by the Company to its customers, containing bug fixes and minor modifications or enhancements, but not a new version containing significant new features, as determined by the Company in its sole discretion.

(iii) "Use" shall mean accessing, downloading, copying or duplication of any portion of a Licensed Program from the Internet, storage units or media for processing or the utilization of the Licensed Program for its intended purpose.

B. LICENSE GRANT

The Company hereby grants the Municipality a non-exclusive, non-transferable, non-licensable, non-assignable license to Use the Licensed Program.

C. PROPRIETARY RIGHTS; RESTRICTIONS

The Licensed Program is owned by the Company and/or its affiliates and/or licensors and is copyrighted and proprietary in nature. The Licensed Program is being licensed, not sold to the Municipality. The Municipality shall respect such proprietary rights and shall not use such Licensed Program except as permitted by this Agreement and shall not decompile, disassemble or reverse engineer the Licensed Program, and shall not sublicense, sell, distribute, rent, or disclose the Licensed Program, in whole or in part, in whatever form without the express written permission of the Company. The Municipality will not use the Licensed Program to take any actions that (i) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) violate any applicable law, statute, ordinance or regulation (including those regarding export control); or (iii) are defamatory, trade libelous, threatening, harassing, or obscene.

D. LIMITED WARRANTY; LIMIT OF LIABILITY

(i) Limited Warranty. The Company warrants to the Municipality that the Licensed Program will perform substantially in accordance with the accompanying written materials for a period of one year from the date of receipt. The Company's entire liability and the Municipality's exclusive remedy shall be, at the Company's option, either repair or replacement of the Licensed Program that does meet this Limited Warranty. Claims under this Limited Warranty must be received by the Company during the one year period. Any repaired or replaced Licensed Program shall be warranted for the remainder of the original one year warranty period or 30 days from the date of receipt, whichever is longer. This Limited Warranty applies only to the Municipality and does not apply to failures caused by abuse, misuse or casualty loss, including power outages and surges.

(II) NO OTHER WARRANTY. THE COMPANY DOES NOT WARRANT THAT THE LICENSED PROGRAM IS FREE FROM ALL BUGS, ERRORS AND OMISSIONS. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SUBSECTION D(I) , THE COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO ANY LICENSED PROGRAM AND/OR RELATED MATERIALS TO BE FURNISHED BY THE COMPANY.

(iii) Limitation of Liability. In no event shall the Company be liable for any lost profits, revenues, use, opportunities, or data, or any indirect, special, punitive or consequential damages in connection with or arising out of this Agreement or the existence, furnishing, failure to furnish, or use of the Licensed Program and/or related material and/or device. In any case, the Company's total liability shall be limited to the price paid by the Municipality for the Licensed Program.

E. MAINTENANCE OF LICENSED PROGRAM

(i) Fees for Maintenance. Upon termination of the warranty period specified in subsection D(i), The Company will invoice the Municipality for maintenance services for the twelve (12) months following expiration of the warranty period. If the Municipality pays the annual maintenance fee within thirty (30) days after invoice, the Company shall provide such maintenance services for such twelve (12) month period. If the Municipality does not timely pay the annual maintenance fee, then the Company shall have no further obligation to provide maintenance or support of the Licensed Program to the Municipality. If the Municipality pays the first annual maintenance fee, the Company will thereafter invoice Municipality annually for the maintenance fee for so long as the Municipality pays the annual maintenance fee. If the Municipality timely pays the annual maintenance fee, the Company's maintenance services shall continue for that annual period. If the Municipality does not timely pay the annual maintenance fee, then the Company shall have no further obligation to provide maintenance or support to the Municipality, and the Company may terminate this Agreement pursuant to Section 12B. If the Municipality allows the maintenance services to lapse, it may not reinstate maintenance services unless it first pays all maintenance fees for the lapsed period.

(ii) Updates. During any annual period for which the Municipality has paid the annual maintenance fee, the Municipality shall be provided with any Updates produced by the Company at no additional charge. Nothing herein shall convey any rights to the Municipality with respect to any new version of the Licensed Program.

F. TRANSFER OF LICENSE

The Municipality agrees that it shall not assign or transfer this license granted herein without the prior written consent of The Company.

G. GENERAL

(i) If the Licensed Program is acquired by an agency or other part of the U.S. Government, the Licensed Program and accompanying written materials are provided with Restricted Rights and use, duplication, or disclosure by the Government is subject to restrictions as set forth in Rights in General Data Alternative III at 48 CFR 52.227.14 or in subparagraphs (c) (1) and (2) of the Commercial Computer Program-Restricted Rights clause at 48 C.F.R. 52.227-19, as applicable.

(ii) This Section 9 is a license of software and is not a sale of goods. Neither Article 2 of the Uniform Commercial Code or the U.N. Convention on Contracts for the International Sale of Goods shall be applicable to the Licensed Program.

10. Delivery of Completed Materials.

The Company will deliver completed materials via USPS, UPS, motor freight, air freight, FTP or whichever method offers the most efficient delivery at the time. Delivery, handling, packaging, insurance and/or shipping charges will be prepaid by the Company and added to the invoice/voucher for services to be paid by the Municipality.

11. Title; Copyright.

- A. The Municipality will retain all rights, including copyrights, and title to the text of its municipal code (the "Code") but hereby grants to the Company the right and license to use, reproduce, adapt, distribute, display and advertise the Code, and to digitize the Code and to prepare, reproduce, publish and sell, distribute, transmit, perform, display, broadcast, upload, download, communicate to the public, rent, lend or otherwise transfer or make available or store in any medium a copy of the Code whether or not adapted or abridged on its own or in combination with any other work by means of or through any electronic medium, including, digital, optical and magnetic information storage and retrieval platforms or systems, on-line, electronic or other reproduction, transmission or publication, or by any other means whether now known or subsequently developed.
- B. All computer software and other intellectual property of the Company used in performing its services shall remain the property of the Company and/or its affiliates and/or licensors. Model building codes and/or other model codes used by the Company in the Licensed Program or otherwise is performing its services shall remain the property of the Company and/or its affiliates, and no ownership or other proprietary right in those model codes is conveyed in the Municipality.

12. Term and Termination.

- A. Unless otherwise specified in the Proposal, the initial term of this Agreement, unless sooner terminated as hereafter provided, shall be for one year, commencing on the date hereof, and will then be automatically extended for additional successive one-year periods unless either party notifies the other in writing not less than 90 days prior to the end of the initial term or any extension period that this Agreement will not be extended. Services and support provided during any extension period will be provided at the Company's then-current price.
- B. If the Municipality fails to pay any amount payable to the Company under this Agreement, including maintenance fees, when due, the Company may terminate this Agreement upon 30 days prior written notice to the Municipality. Services and support provided during any extension period will be provided at the Company's then-current price.

- C. Either party shall have the right to terminate this Agreement with immediate effect if the other party fails to cure to such party's reasonable satisfaction any material breach or violation of this Agreement within 60 days after such party has given the other written notice thereof.
- D. Upon termination, the Company shall promptly return all materials received from the Municipality, and the Company shall be entitled to receive just and equitable compensation for all services performed prior to the date of termination.
- E. If this Agreement terminates, the Company may, upon ten-days prior notice to the Municipality, cease hosting on the Company's website the Code and other Municipality Content posted by the Municipality.
- F. Section 4, 5, 9C, 9D, 9G, 11, 12, 13 and 15 through 23 shall survive any expiration or termination of this Agreement.

13. Warranties; Limitations.

- A. The Company warrants that the services provided hereunder will be performed by qualified personnel in a good and workmanlike manner and that any deliverables will be free of material defects. The Company's liability and the Municipality's exclusive remedy for failure of any service or deliverable to meet this warranty shall be limited to reperformance, at the Company's cost, of such service or deliverable. The Company's warranty does not extend to failures arising out of (i) incorrect or insufficient data, specifications or instructions provided by the Municipality or (ii) work or services performed by others.
- B. **THE COMPANY DOES NOT WARRANT THAT SOFTWARE WILL BE ERROR FREE OR WILL OPERATE UNINTERRUPTED. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY. IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY SHALL NOT APPLY. THE COMPANY'S WARRANTY OBLIGATIONS AND THE MUNICIPALITY'S REMEDIES HEREUNDER ARE SOLELY AND EXCLUSIVELY AS STATED HEREIN.**
- C. The limitations and protections against liability afforded the Company, and its licensors herein shall apply to any action or claim in connection with the services, whether based on contract, tort, statute or otherwise (including negligence, warranty and strict liability). The cumulative liability of the Company, and its licensors for all obligations, warranties and guaranties, whether express or implied, with respect to services performed hereunder shall be limited to the amount paid to the Company pursuant to this Agreement. The Company, and its licensors shall not be liable to the Municipality or any other person or entity for lost profits, revenues, use, opportunities, or data, or any indirect, special, incidental, punitive or consequential damages arising from the performance or nonperformance of services or the use or inability to use any software or product, irrespective of whether the claims or actions for such damages are based upon contract, tort, negligence, strict liability, warranty or otherwise.
- D. No action may be maintained or proceeding commenced by the Municipality or others against the Company or its licensors with respect to the Licensed Program or services unless such action or proceeding is commenced within one year after completion by the Company of the particular services to which such action or proceeding relates.

14. Changes.

The Municipality may at any time request changes in the scope of this Agreement. Moreover, the Company may suggest changes. Where changes are agreed to by the parties, the Company shall issue a Change Order for the Municipality's review and signature describing the changes as well as the adjustments in schedule and fees occasioned by the changes in scope. the Company shall not be required to implement any change until the Municipality has signed and returned the Change Order.

15. Notices.

All notices and other communications which are required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered either personally, by facsimile, by reputable overnight courier or by registered or certified mail and shall be deemed effectively received (i) if delivered in person, on the date of such delivery, (ii) if transmitted by facsimile, on the date indicated on the sender's receipt of confirmation, (iii) if delivered by overnight courier, on the next business day following deposit thereof with such overnight courier, or (iv) if sent by mail, upon the third business day following the deposit thereof, postage prepaid.

16. Force Majeure.

If any performance by any party shall be prevented, hindered or delayed by reason of any cause beyond the reasonable control of such party (such event being hereafter called an “event”), including, without limitation, acts of God, riots, fires, floods, unusually severe weather, curtailment or termination of sources or supplies of energy or power, inability to obtain or delay in obtaining materials or supplies, strikes or other disputes involving such party or its subcontractors or suppliers, acts of war, insurrection, civil unrest, terrorism, elevated risk of terrorism, riot or disorder, acts of governmental authorities, changes in law or regulation, or any other cause beyond the reasonable control of such party, whether similar or dissimilar to those expressed hereinabove, such party shall be excused from performance to the extent that its performance is so prevented, hindered or delayed. Such excuse from performance shall extend so long as the event continues to prevent, hinder or delay the performance by such party. The party whose performance is affected shall give the other parties notice within 15 days of the event specifying the event, the performance affected and the anticipated date, if any, performance can be made.

17. Disclaimer of Association.

This Agreement shall not be construed as creating a partnership, joint venture, agency or any other association which would impose upon one party liability for the acts or omission of the other, and neither party shall have the right to bind the other.

18. No Waiver.

Any failure by either party hereto to enforce at any time any term or condition shall not be considered a waiver of that party’s right thereafter to enforce each and every term and condition.

19. Severability of Provisions.

If any part of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, that part shall be severed from this Agreement and shall be deemed to have never been a part of this Agreement and shall not affect the validity of the remainder of this Agreement.

20. Entire Agreement.

This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter.

21. Dispute Resolution.

The parties mutually agree to seek mediation as the preferred alternative of dispute resolution in the event of any disagreement over the terms of this contract.

22. Governing Law; Jurisdiction.

This Agreement is governed by the laws of New York, without regard to its conflict of laws doctrine. Each party consents to the exclusive jurisdiction of the courts sitting in Monroe County, State of New York with respect to any disputes arising out of this Agreement. In any action or proceeding arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable legal fees and expenses.

23. Counterparts; Signatures.

This Agreement may be executed in two or more counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. The exchange of copies of this Agreement, including executed signature pages, by electronic transmission (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) will constitute effective execution and delivery of this Agreement for all purposes.

Resolution No. 2023-05

A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE BOARD OF TRUSTEES TO ENTER INTO AN AGREEMENT WITH COCHRAN ENGINEERING FOR PREPARATION AND DELIVERY OF A PREVENTIVE PAVEMENT MAINTENANCE PLAN FOR THE VILLAGE OF SUNRISE BEACH, MISSOURI

WHEREAS, the Village of Sunrise Beach maintains approximately 16 miles of streets and roadways within its corporate boundaries, and desires to engage professional services to assist in developing a long-term maintenance and improvement plan for Village streets and roadways; 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 Fifteen Thousand Dollars (\$15,000) and shall be payable in monthly installments as provided for in the agreement.
2. The scope of services and project deliverables shall be as provided for in the agreement and are restated here as reference:
 - A. Identify all streets and roadways maintained by the City of Sunrise Beach.
 - B. Prepare maps to graphically illustrate all City owned streets and roadways for reference purposes in the Preventive Pavement Maintenance Plan.
 - C. Meet with City staff as necessary to gather background information on previous maintenance activities and history
 - D. Verify surface areas of all City-owned streets.
 - E. Provide descriptions and justifications for recommended pavement treatments.
 - F. Rank and set priorities based on existing conditions of pavements.
 - G. Identify projects by residential subdivision streets, groups, and arterial roadways.
 - H. Prepare a 10-year preventive pavement maintenance plan. The plan will be prepared in a spreadsheet table format. Rows will identify streets, pavement treatment and budget.
 - I. Columns will show pavement treatment by year for the next 10 years. The plan will require several iterations based on the following information:
 - Estimated City expenditure available for roadwork each year.
 - Possible federal funding opportunities for eligible roadways.
 - Recent asphalt pricing in the area.
 - Recommended pavement treatments.

J. The final Preventive Pavement Maintenance Plan will be provided in a report format.

BE IT FURTHER RESOLVED that the City Clerk 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 13th Day of November, 2023

Susan Schneider, Chairman

Attest

City Clerk



Architecture
Civil Engineering
Land Surveying
Site Development

737 Rudder Road
St. Louis, Missouri 63026
Telephone: 314-842-4033
Fax: 314-842-5957
E-Mail: david@cochraneng.com

October 12, 2023

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

RE: Proposal – Preventative Pavement Maintenance Plan (PPMP)

Dear Mr. Roth:

Thank you for giving Cochran the opportunity to submit this proposal to provide engineering services for the above referenced project. In accordance with our meeting today, we offer the following professional services:

SCOPE OF SERVICES:

10-Year Preventive Pavement Maintenance Plan

1. Identify all streets and roadways maintained by the City of Sunrise Beach.
2. Prepare maps to graphically illustrate all City owned streets and roadways for reference purposes in the Preventive Pavement Maintenance Plan.
3. Meet with City staff as necessary to gather background information on previous maintenance activities and history.
4. Verify surface areas of all City-owned streets.
5. Provide descriptions and justifications for recommended pavement treatments.
6. Rank and set priorities based on existing conditions of pavements.
7. Identify projects by residential subdivision streets, groups, and arterial roadways.
8. Prepare a 10-year preventive pavement maintenance plan. The plan will be prepared in a spreadsheet table format. Rows will identify streets, pavement treatment, and budget. Columns will show pavement treatment by year for the next 15 years. We understand this plan will require several iterations based on the following information:
 - a) Estimated City expenditure available for roadwork each year.
 - b) Possible federal funding opportunities for eligible roadways.

- c) Recent asphalt pricing in the area.
 - d) Recommended pavement treatments.
9. The final Preventive Pavement Maintenance Plan will be provided in a report format.

FEE:

1. The total amount of fee to be paid for the “Scope of Services” outlined in this proposal shall be a lump sum fee of \$15,000.00.

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 314-220-7016. 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

1. Unless expressly stated in the attached proposal letter ("Proposal"), the Proposal must be accepted in writing within thirty days or the Proposal is void and unenforceable.
2. The acceptance of the Proposal is conditioned upon these Terms and Conditions and the terms of the Proposal, which shall be the only terms and conditions applicable to any agreement between Cochran and Client. Requesting performance of the work by Cochran, sending a notice to proceed with the work, or an acknowledgment of the Proposal by the issuance of a purchase order by Client, notwithstanding any terms additional to or different from those contained herein, shall be deemed to be an acceptance of these Terms and Conditions by Client.
3. The Proposal and these Terms and Conditions constitute the entire agreement ("Contract") between Cochran and the Client for the services identified in the Proposal. All prior proposals, negotiations, representations, recommendations, statements or agreements made or entered into prior to or contemporaneously with this Contract, whether oral or in writing, are superseded by this Contract unless they are expressly incorporated herein by reference. Any terms contained in any communication from Client which are inconsistent with the Contract shall not be binding upon Cochran.
4. Cochran may submit invoices on not less than a monthly basis. Cochran's invoices are due and payable within fifteen (15) days of the submission of each invoice. Interest will accrue at the rate of one and one-half percent (1.5%) per month on all unpaid invoices from the date payment was due. In the event that Client disputes an invoice, Client will pay the undisputed portion of the invoice and provide a written explanation to Cochran of the basis for Client's dispute. If Client fails to pay in full any of Cochran's invoices, Cochran may immediately, without waiving any other rights it may have, suspend work pending resolution of the payment dispute. Client's failure to pay any of Cochran's invoices in full shall be considered a material breach of this Contract.
5. Unless specifically stated to the contrary in the Proposal, reimbursable expenses are in addition to the amounts identified for Cochran's fees for basic and additional services. Reimbursable expenses shall include, but are not limited to: 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.
6. This Contract is binding upon the heirs, successors and assigns of the parties hereto and may not be assigned by either party without the prior written consent of the other party.
7. Nothing in this Contract is intended to create any enforceable third party rights against Client or Cochran.
8. Cochran will perform all of its services consistent with that degree of skill and learning ordinarily used under the same or similar circumstances by the members of Cochran's profession working in the same locale.
9. If, and to the extent that Cochran's scope of work includes construction phase services, any such services shall be provided in accordance with and governed by the applicable terms of AIA Document A201 General Conditions of the Contract for Construction, 2007 Edition ("General Conditions") If there is a conflict between the General Conditions and this Contract, this Contract will control.
10. When making any interpretation or decision as required by the General Conditions, Cochran will not show partiality to any party, and shall not be liable for interpretations or decisions rendered in good faith.
11. Cochran has no responsibility or obligation to supervise or direct the work activities of the Client's employees and representatives, or any construction contractors, sub-contractors or any of their employees, or other persons not employed by Cochran.
12. Cochran will abide by any job-site safety programs identified in writing by the Client but will not be responsible for job-site safety of any persons not directly employed by Cochran.
13. Cochran has no responsibility or obligation with respect to the construction means, methods, sequencing or procedures of any construction contractors, sub-contractors or any of their employees.
14. Cochran is not responsible for the failure of any contractor to perform work properly and in accordance with any applicable documents, plans, specifications, codes or standards.
15. Cochran is not responsible for the identification of unsafe conditions, nor for the identification, handling, or removal of hazardous and/or toxic substances found on or brought to the site. Prior to the start of work, the Client shall disclose and identify in writing to Cochran, to the best of Client's knowledge, all hazardous and/or toxic substances located on the site. Client agrees to defend, indemnify and hold Cochran harmless from and against all claims, demands and liabilities of any kind or nature resulting from any hazardous and/or toxic substances that are found on the site and which were not identified by Client – even if not known by Client.
16. Cochran will have no obligation to commence its work until receipt of a written notice-to-proceed from Client and all other information required to be provided by Client. Cochran shall complete its work within any time limits identified in the Proposal. Cochran shall be entitled to an extension of time for performance of its work due to any delays that are due to any cause beyond Cochran's reasonable control. In no event will Client be entitled to any costs, losses, expenses or damages (including, but not limited to, claims or damages attributable to home office overhead costs, loss of profits, loss of business opportunities and/or additional financing costs) as a result of any delay caused or attributable to Cochran.
17. Cochran and Client waive any and all claims against each other for consequential, indirect, incidental and special damages arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work; including, but not limited to, lost profits, loss of business, financing costs, extended home office overhead and similar types of damages.
18. Provided that written notice of a material breach of this Contract has been provided to the defaulting party and the defaulting party has failed to cure or taken reasonable efforts to cure its default within seven (7) calendar days of its receipt of the notice, the non-defaulting party may terminate this Contract by sending notice of termination to the defaulting party.
19. If the Contract is terminated for any reason not attributable to Cochran, Client will pay for the work performed by Cochran up to the date of termination plus all of Cochran's costs related to the termination (e.g., close-out costs, costs of terminating contracts with consultants, etc.).
20. In the event that there are any changes in applicable laws, codes or regulations after the Contract is executed that result in the need for Cochran to perform additional services and/or incur additional costs, Client shall pay Cochran for said services and costs at the rates set forth in the Proposal.
21. 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 identified in the Proposal. In the event of the termination of this Contract, the Client shall return the Instruments of Service to Cochran, and the Instruments of Service may not be used by the Client or a third party to complete the project without the written consent of Cochran.

22. Client and Cochran waive all rights against each other, any contractors and other professionals, and any of their respective consultants, contractors, suppliers, subcontractors, agents and employees, for damages caused by perils to the extent covered by insurance, except such rights as they may have to the insurance proceeds.
23. This Contract and the rights of the parties shall be governed by the laws of the State of Missouri.
24. Any claims, disputes, or other matters in question arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, at Cochran's sole election and discretion, 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. The arbitration shall be held where the project is located.
25. In the event of any dispute, claim, arbitration or litigation arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, the prevailing party shall be awarded its attorney's fees, expert witness fees, expenses, arbitration fees and expenses, and court costs at the trial and all appellate levels; including costs and fees related to collection efforts. Determination of which party prevailed shall be made by the judge or arbitrator(s). The determination shall be made by reviewing the claims resolved at trial or arbitration (which excludes any claims resolved prior to the taking of evidence), and then determining which party achieved the greater success by quantifying the amounts awarded the party recovering damages or obtaining relief and comparing that result to the relief and/or damages requested by that party at the trial or arbitration. If that party received less than 50% of the relief and/or damages it sought, then the other party prevailed. If that party receives more than 50% of the relief and/or damages it sought, then it prevailed. The judge or arbitrator(s) may consider the percentage of recovery when determining the amount of fees and expenses to be awarded to the prevailing party. If more than one claim is presented, then the judge or arbitrator(s) may elect to evaluate who is the prevailing party on a claim by claim basis, or in the aggregate as they deem appropriate. In making the determination of which party prevailed, the judge or arbitrator(s) shall take into consideration any settlement offers or demands made prior to trial or arbitration.
26. **THE TOTAL LIABILITY OF COCHRAN AND ANY OF COCHRAN'S CONSULTANTS FOR ANY ACTIONS, DAMAGES, CLAIMS, DEMANDS, JUDGMENTS, LOSSES, COSTS, OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT OR ARBITRATION COSTS AND FEES) ARISING OUT OF OR RESULTING FROM COCHRAN'S OR ITS CONSULTANTS' NEGLIGENT ACTS, ERRORS, OMISSIONS OR BREACHES OF CONTRACT IS LIMITED TO THE LESSER OF THE CONTRACT PRICE OR THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE MAINTAINED BY COCHRAN AND AVAILABLE TO PAY SAID CLAIM. THIS LIMITATION OF LIABILITY IS APPLICABLE TO ALL CLAIMS THAT MAY BE ASSERTED AGAINST COCHRAN OR ITS CONSULTANTS ARISING OUT OF OR RELATING TO THE PROJECT OR THIS CONTRACT, WHETHER THE CLAIMS ARISE IN CONTRACT, TORT, STATUTE, OR OTHERWISE.**

Updated 01/2016

Initials _____

Resolution No. 2023-06

A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE BOARD OF TRUSTEES TO ENTER INTO AN AGREEMENT WITH ALPHA ENGINEERING FOR PROFESSIONAL SERVICES ON A GENERAL CONSULTING AND WORK ORDER BASIS

WHEREAS, the Village of Sunrise Beach has previously engaged Shoreline Engineering for certain professional services relating to water, sanitary sewer and other municipal engineering projects; and

WHEREAS, the Village desires to continue its relationship with Shoreline Engineering as it transitions to Alpha Engineering, and to provide for future ongoing general consulting and work order professional services, as hereinafter set out;

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 Alpha Engineering for provision of certain professional services as set out therein. A copy of the agreement is attached as Exhibit A and referenced fully herein.

BE IT FURTHER RESOLVED that the City Clerk 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 13th Day of November, 2023

Susan Schneider, Chairman

Attest

City Clerk

VILLAGE OF SUNRISE BEACH ENGINEERING AGREEMENT

THIS ENGINEERING AGREEMENT (the “Agreement”) states the terms and conditions that govern the contractual relationship between the Village of Sunrise Beach, Missouri (“**Village**”) and Alpha Engineering & Surveying, LLC (“**Engineer**”), on the following terms.

I. TERMS

1. **Relationship Created.** Village hereby hires Engineer to perform various tasks (“**Work**”) upon the following terms.
2. **General Consulting.** The Village may engage Engineer for general consulting work on an ongoing “on-call” basis. Work performed shall be invoiced according to the rate schedule as attached as Exhibit A.
3. **Work orders.** For work specific to certain Village tasks or projects, Village and Engineer may enter into a separate Work Order detailing the scope of Work to be provided, the project schedule and deliverables, and any other terms specific to that Work Order. Work performed under a Work Order shall be governed by the terms of this agreement. Any Work Order in an amount totaling Five Thousand Dollars (\$5,000.00) or more shall require approval of the Board of Trustees.
4. **Engineer’s Obligations.**
 - a. *Work.* Engineer agrees to perform all Work as directed or agreed upon with the Village.
 - b. *Professionalism.* Engineer will exercise the care and skill ordinarily used by members of the subject profession practicing under similar circumstances (as defined by the appropriate licensing authority, professional standards, and/or relevant industry practices). Engineer understands that it will be perceived as a representative of the Village and will ensure its personnel and any subcontractors will conduct themselves in a thoroughly professional and respectable manner while performing all Work for the Village and while on-site. Engineer shall ensure its personnel and any subcontractors comply with all Village policies while on-site. Engineer and its personnel and any subcontractors will comply with all reasonable instructions and requests by the Village. Village property and resources are to be used only in ways that are consistent with their lawful intended purpose.
 - c. *Time.* If a specific time of performance of the Work is provided, that time shall control. If a specific time of performance is not provided, Engineer’s obligation to perform the Work will be for a period which may reasonably be required for the

completion thereof. If Village has requested changes in the scope or character of the Work and a specific time was not included in such changes, the time for performance shall be adjusted equitably.

- d. *Insurance.* Engineer shall purchase and maintain insurance as set forth below:
 - i. Commercial General Liability insurance with a limit of \$1,000,000 for each occurrence and \$2,000,000 general aggregate;
 - ii. Workers Compensation and Employer's Liability insurance in accordance with statutory requirements, with a limit of \$1,000,000 for each accident;
 - iii. Professional Liability insurance on a claims-made basis in the amount of \$1,000,000 per claim and \$1,000,000 annual aggregate; and
 - iv. If Engineer is using a company-owned vehicle to perform the Work, Automobile Liability insurance with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
 - v. Engineer shall cause Village to be named as Additional Insured for any or all of such policies.

- e. *Licenses, Permits, Taxes.* Engineer shall be responsible for applying for, obtaining, and maintaining all licenses, permits, and other approvals required for itself, including but not limited to the Work. Engineer shall be responsible for paying all sales, income, property, and other taxes required to carry on its business.

- f. *Communication.* Engineer will provide timely replies to Village's inquiries and requests for information. Engineer's point of contact for this Agreement is: Steve Roth, City Manager. Village may change its point of contact upon proper written notice to Engineer.

5. **Village's Obligations.**

- a. *Payment.* Village hereby agrees to pay Engineer for the Work according to Engineer's standard rates, a copy of which is attached hereto as **Exhibit A**. Village will pay Engineer not more frequently than monthly unless otherwise agreed in writing. Engineer may amend its Rate Schedule from time to time upon proper written notice to Village.

- b. *Criteria and Direction.* Village will provide Engineer with all criteria and full information as to Village's requirements for the Work, including objectives, design, capacity, performance, and budgetary requirements and limitations.

- c. *Access.* Unless otherwise specified in the Work Order, Village will arrange for access to and make all provisions for Engineer to enter upon public and private property as required to perform the Work.

- d. *Cooperation.* Village will examine alternative solutions, reports, drawings, specifications, and other documents presented by Engineer and render timely decisions pertaining to the documents. Village will participate in conferences, meetings, bid openings, and other similar aspects of the Project as requested by Engineer.
- e. *Permitting and Approvals.* Village will provide timely reviews, approvals, licenses, and permits from where it has jurisdiction over components or phases of the Work. Such approvals are contingent upon Engineer meeting the requirements therefor.
- f. Village will provide timely replies to Engineer's inquiries and requests for information. Village's point of contact for this Agreement is _____
Jared Wheaton, PE. Engineer may change its point of contact upon proper written notice to Village.

II. STANDARD CONDITIONS

The following conditions are standard in all Village of Sunrise Beach contracts and are only to be modified with substantial justification, and then only as much as necessary to accommodate such justification.

1. **Assignment or Transfer.** Neither this Agreement, nor any portion thereof, shall be transferred or assigned without formal written approval by the Village.
2. **Discrimination Policy.** The Village of Sunrise Beach does not discriminate on the basis of disability, race or color, national origin, religion, age, or sex in employment or the provision of municipal services. Furthermore, the Village has an Affirmative Action Plan for the purpose of promoting vigorously the objectives of equal opportunity in employment and all programs and services. Engineer shall not discriminate on any prohibited basis and shall comply with all applicable employment laws.
3. **Laws, Ordinances, and Regulations.** Engineer shall conform to all Federal, State, and local regulations, ordinances, and laws applicable to Engineer, the Village, or the subject matter of this Agreement. The Village shall not be responsible for any fees, charges, money, or other obligations due as result of any service provided under this Agreement. Engineer shall conform to all changes made to this Agreement as a result of any ordinance, law and/or directive issued by the Federal, State, or local authority having jurisdiction over this Agreement, Engineer, or the Village.
4. **E-Verify.** Engineer shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Engineer shall also sign an

affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the Work. See R.S.Mo. § 285.530.

5. **Indemnification by Engineer.** Engineer shall indemnify, save, and hold harmless the Village, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Engineer or its employees, agents, subcontractors, or assignees arising out of this Agreement.
6. **No Indemnification by Village.** Nothing in this Agreement shall be construed to require the Village to indemnify Engineer. Such indemnification is illegal under Missouri law. See Mo. A.G. Opinion 138-87 (1987).
7. **Sunshine Law.** All material submitted to the Village will become public record and will be subject to the Missouri Sunshine Act, RSMo. Chapter 610. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from other materials. Engineer must include justification for the request. The Village's obligation to comply with the Sunshine Act supersedes any request by Engineer that material be treated as proprietary or confidential.
8. **Ownership of Work Product.** All documents and other work product created by Engineer under this Agreement shall become the property of Village once the invoice for the preparation of such document or work product has been paid.
9. **Termination.** The Village reserves the right to terminate this Agreement without cause at any time. In the event of such termination Engineer shall be paid for all Work performed up to the point of termination.
10. **Notices.** All formal notices or other documents required by this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at:

For Village:

Steve Roth
16537 N State Hwy 5
Sunrise Beach, MO 65049

For Engineer:

Jared Wheaton, PE
3048 Hwy 52
Eldon, MO 65026

Village may also serve written notice to Engineer by personal delivery to any of its owners, officers, or employees.

11. **Necessary Documents.** The parties agree to execute and deliver without additional consideration such instruments and documents and to take such further actions as they

may reasonably request in order to fulfill the intent of and give effect to this Agreement and the transactions contemplated thereby.

12. **Entire Agreement.** This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.
13. **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein.
14. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
15. **Governing Law; Venue for Disputes.** This Agreement was made in the State of Missouri and shall be interpreted under and governed by the laws of the State of Missouri. Any action arising out of this Agreement or its subject matter shall be filed in the Circuit Court for Camden County, Missouri or the Associate Division thereof and the parties hereby consent and agree to the exclusive personal and subject-matter jurisdiction of that Court.
16. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement.
17. **Severability.** If any provision in this Agreement shall be found to be void, the other provisions of this Agreement shall survive and remain enforceable.
18. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile or electronic (such as .PDF) copy of this Agreement or a signature thereto shall have the same force and effect as an original.
19. **Binding Effect.** This Agreement, subject to the above conditions of assignment, shall be binding upon and inure to the benefit of all parties and their respective legal representatives, successors, heirs, and assigns.

ACCEPTANCE PAGE AND SIGNATURE TO FOLLOW ON NEXT PAGE



Alpha Engineering & Surveying, LLC

(573) 392-3312 or (573) 348-9799

Eldon Office
3048 Hwy 52
Eldon, MO 65026

Osage Beach Office
1037 Osage Beach Rd
Osage Beach, MO 65065

Engineering

Land Surveying

Construction Inspection

Environmental

EXHIBIT A

PERSONNEL

SCHEDULE OF RATES

		<u>RATE PER HOUR</u>
Professional Land Surveyor	(Surveyor II)	\$150
Land Surveyor (LSIT)	(Surveyor I)	\$ 95
Principal Engineer	(Engineer III)	\$ 200
Project Manager	(Engineer II)	\$ 110
Resident/Design Engineer	(Engineer I)	\$95
Senior Design Draftsman	(Technician IV)	\$80
Design Draftsman/Construction Insp.	(Technician III)	\$75
Materials Testing Tech.	(Technician II)	\$75
2-Man Survey Crew w/Instrument	(Crew II)	\$200
1-Man Survey Crew w/Instrument	(Crew I)	\$185
Administrative Assistant		\$40
Survey Crew Minimum Charge (Includes Construction Staking)		\$400
Engineering Inspection Minimum Charge		\$375
Expert Witness – Engineer		\$1200/day
Expert Witness – Surveyor		\$900/day

Resolution No. 2023-07

A RESOLUTION AUTHORIZING AN APPLICATION FOR FIRST RESPONDER EQUIPMENT GRANT FUNDING THROUGH THE MISSOURI DEPARTMENT OF PUBLIC SAFETY

WHEREAS, the Missouri Department of Public Safety has issued a Notice of Funding Opportunity, seeking applications for funding through the American Rescue Plan Act (ARPA)– State and Local Fiscal Recovery Funds (SLFRF – First Responder Equipment Grant (FREG) program; and

WHEREAS, First Responder agencies located in third class counties are eligible to apply for funding, which supports equipment needs for eligible agencies;

WHEREAS, the Village of Sunrise Beach is located partly in Morgan County, a third class county, and the Sunrise Beach Police Department routinely patrols in the Morgan County section of Sunrise Beach, and further routinely assists other first responder agencies located in Morgan County; including the City of Laurie and others; and

WHEREAS, the grant program requires a 50 percent match, which may include local ARPA funds, and the Village proposes to purchase a new police patrol vehicle through the program, at an estimated total cost (not to exceed) of \$54,000;

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

1. An application for funding through the American Rescue Plan Act (ARPA)– State and Local Fiscal Recovery Funds (SLFRF – First Responder Equipment Grant (FREG) program as administered by Missouri Department of Public Safety, is hereby authorized and approved. The application shall request funding for a new Police Patrol Vehicle for the Sunrise Beach Police Department, at a total estimated cost of \$54,000. The Village hereby pledges matching funds in an amount equal to 50 percent of the project cost, not to exceed \$27,000.

BE IT FURTHER RESOLVED that the City Clerk 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 13th Day of November, 2023

Susan Schneider, Chairman

Attest

City Clerk

4:55 PM

11/08/23

CITY OF SUNRISE BEACH Vendor Balance Summary

All Transactions

	<u>Nov 8, 23</u>
Accurate Pest Management Inc.	105.00
AT & T	101.20
BUMPERS AUTO REPAIR, LLC	227.00
CG'S MINI MART	-937.14
CITY MAGNET	470.00
CO-MO CONNECT	748.92
Cochran	2,500.00
Dependable Towing LLC	129.00
LAKE REGIONAL OCCUPATIONAL MEDICINE	60.00
Lauber Municipal Law, LLC	2,556.05
MAGRUDER LIMESTONE CO., INC.	54.23
MILES CPA & ASSOCIATES LLC	7,500.00
MISSOURI MUNICIPAL LEAGUE	60.00
MO VOCATIONAL ENTERPRISES	31.00
PORTER'S OF LAURIE	171.90
REPUBLIC SERVICES #435	69.02
SUMMIT NATURAL GAS	24.63
US BANK	873.89
VERIZON	87.25
TOTAL	<u>14,831.95</u>

CITY OF SUNRISE BEACH

Unpaid Bills Detail

As of November 8, 2023

Type	Date	Num	Due Date	Aging	Open Balance
Accurate Pest Management Inc.					
Bill	10/25/2023		10/25/2023	14	105.00
Total Accurate Pest Management Inc.					105.00
AT & T					
Bill	10/31/2023	28726...	11/15/2023		101.20
Total AT & T					101.20
BUMPERS AUTO REPAIR, LLC					
Bill	10/30/2023	4769	11/09/2023		227.00
Total BUMPERS AUTO REPAIR, LLC					227.00
CG'S MINI MART					
Bill Pmt -Check	09/20/2023	21345			-937.14
Total CG'S MINI MART					-937.14
CITY MAGNET					
Bill	10/25/2023	741229	11/04/2023	4	60.00
Bill	10/31/2023	741241	11/10/2023		410.00
Total CITY MAGNET					470.00
CO-MO CONNECT					
Bill	11/01/2023		11/17/2023		748.92
Total CO-MO CONNECT					748.92
Cochran					
Bill	11/03/2023	SC8493	11/03/2023	5	2,500.00
Total Cochran					2,500.00
Dependable Towing LLC					
Bill	11/07/2023	23-35...	11/17/2023		129.00
Total Dependable Towing LLC					129.00
LAKE REGIONAL OCCUPATIONAL MEDICINE					
Bill	10/18/2023	10/03/...	10/28/2023	11	60.00
Total LAKE REGIONAL OCCUPATIONAL MEDICINE					60.00
Lauber Municipal Law, LLC					
Bill	11/01/2023	14092	11/01/2023	7	2,556.05
Total Lauber Municipal Law, LLC					2,556.05
MAGRUDER LIMESTONE CO., INC.					
Bill	10/25/2023	49209	11/04/2023	4	54.23
Total MAGRUDER LIMESTONE CO., INC.					54.23
MILES CPA & ASSOCIATES LLC					
Bill	11/03/2023	6813	11/03/2023	5	7,500.00
Total MILES CPA & ASSOCIATES LLC					7,500.00
MISSOURI MUNICIPAL LEAGUE					
Bill	10/30/2023	R17399	10/30/2023	9	20.00
Bill	10/30/2023	R17329	10/30/2023	9	20.00
Bill	10/30/2023	R17328	10/30/2023	9	20.00
Total MISSOURI MUNICIPAL LEAGUE					60.00
MO VOCATIONAL ENTERPRISES					
Bill	11/07/2023		11/07/2023	1	15.50
Bill	11/07/2023		11/07/2023	1	15.50

CITY OF SUNRISE BEACH Unpaid Bills Detail

As of November 8, 2023

Type	Date	Num	Due Date	Aging	Open Balance
Total MO VOCATIONAL ENTERPRISES					31.00
PORTER'S OF LAURIE					
Bill	10/25/2023	2259	11/04/2023	4	70.97
Bill	10/25/2023	2260	11/04/2023	4	17.99
Bill	10/25/2023	1987	11/04/2023	4	7.99
Bill	10/31/2023	1971	11/10/2023		22.99
Bill	10/31/2023	2034	11/10/2023		51.96
Total PORTER'S OF LAURIE					171.90
REPUBLIC SERVICES #435					
Bill	10/30/2023	0435-...	11/09/2023		69.02
Total REPUBLIC SERVICES #435					69.02
SUMMIT NATURAL GAS					
Bill	10/30/2023		11/14/2023		24.63
Total SUMMIT NATURAL GAS					24.63
US BANK					
Bill	10/30/2023		11/19/2023		873.89
Total US BANK					873.89
VERIZON					
Bill	11/02/2023	36400...	12/01/2023		87.25
Total VERIZON					87.25
TOTAL					14,831.95

8:40 AM

11/09/23

SUNRISE BEACH - WATER/SEWER FUND

Vendor Balance Summary

All Transactions

	<u>Nov 8, 23</u>
A&A INC.	7,160.00
CENTRAL MO ALL SERVICE PLUMBING	3,450.00
CO-MO CONNECT	3,030.99
CORE & MAIN	546.97
DOCTORS AT THE LAKE	576.75
ENVIRO-LINE	1,399.00
HAYNES EQUIPMENT	17,676.25
LOE	6,306.36
MIDWAY RENTAL & SALES	20.00
O'REILLY AUTO PARTS	12.48
On Lake Time Sunrise Beach LLC	162.70
PORTERS BUILDING CENTERS	50.96
REEVES-WIEDEMAN COMPANY	20.10
SMITH PAPER & JANITOR SUPPLY CO INC	463.84
SUNRISE TRUE VALUE	93.26
TOTAL	<u><u>40,969.66</u></u>

SUNRISE BEACH - WATER/SEWER FUND
Unpaid Bills Detail
As of November 9, 2023

Type	Date	Num	Due Date	Aging	Open Balance
A&A INC.					
Bill	10/25/2023	31080	11/04/2023	5	7,160.00
Total A&A INC.					7,160.00
CENTRAL MO ALL SERVICE PLUMBING					
Bill	11/08/2023	9860914	11/08/2023	1	3,450.00
Total CENTRAL MO ALL SERVICE PLUMBING					3,450.00
CO-MO CONNECT					
Bill	11/01/2023		11/11/2023		3,030.99
Total CO-MO CONNECT					3,030.99
CORE & MAIN					
Bill	10/18/2023	T6425...	11/17/2023		58.50
Bill	10/25/2023	T7762...	11/24/2023		366.85
Bill	10/30/2023	T7959...	11/29/2023		121.62
Total CORE & MAIN					546.97
DOCTORS AT THE LAKE					
Bill	10/30/2023	10555	11/09/2023		576.75
Total DOCTORS AT THE LAKE					576.75
ENVIRO-LINE					
Bill	10/19/2023	00395...	11/18/2023		292.50
Bill	10/25/2023	00395...	11/24/2023		127.50
Bill	10/25/2023	00395...	11/24/2023		265.00
Bill	10/25/2023	00395...	11/24/2023		714.00
Total ENVIRO-LINE					1,399.00
HAYNES EQUIPMENT					
Bill	09/22/2023	28096L	10/02/2023	38	3,000.00
Bill	10/18/2023	28130L	10/28/2023	12	701.25
Bill	11/01/2023	28177L	11/11/2023		13,975.00
Total HAYNES EQUIPMENT					17,676.25
LOE					
Bill	11/07/2023	11662	11/17/2023		6,306.36
Total LOE					6,306.36
MIDWAY RENTAL & SALES					
Bill	10/30/2023	0842171	11/17/2023		20.00
Total MIDWAY RENTAL & SALES					20.00
O'REILLY AUTO PARTS					
Bill	10/18/2023	4045-...	10/28/2023	12	12.48
Total O'REILLY AUTO PARTS					12.48
On Lake Time Sunrise Beach LLC					
Bill	11/07/2023	706	11/17/2023		162.70
Total On Lake Time Sunrise Beach LLC					162.70
PORTERS BUILDING CENTERS					
Bill	10/18/2023	2155/2	10/28/2023	12	16.99
Bill	10/18/2023	2094/2	10/28/2023	12	33.97
Total PORTERS BUILDING CENTERS					50.96
REEVES-WIEDEMAN COMPANY					
Bill	10/31/2023	6279170	11/10/2023		20.10
Total REEVES-WIEDEMAN COMPANY					20.10

8:41 AM

11/09/23

SUNRISE BEACH - WATER/SEWER FUND

Unpaid Bills Detail

As of November 9, 2023

Type	Date	Num	Due Date	Aging	Open Balance
SMITH PAPER & JANITOR SUPPLY CO INC					
Bill	10/25/2023	739736	11/04/2023	5	329.60
Bill	10/25/2023	739737	11/04/2023	5	134.24
Total SMITH PAPER & JANITOR SUPPLY CO INC					463.84
SUNRISE TRUE VALUE					
Bill	11/01/2023	A2275...	11/11/2023		35.07
Bill	11/01/2023	A2275...	11/11/2023		26.70
Bill	11/01/2023	A2285...	11/11/2023		31.49
Total SUNRISE TRUE VALUE					93.26
TOTAL					40,969.66

Civil & Structural Engineering Land Surveying Materials Testing

Nov 3, 2023

Attn: Trustees of the Village of Sunrise Beach

Subject: Monthly Progress report for Pay App No. 3

Dear Trustees,

Today is day 95 of the Sewer Improvement project.

Progress of Contract 1: Brulez Trenching, LLC has one crew working on KC Way installing sewer mains. The second crew is working along Weems Circle installing grinder tanks where hand digging is required for the area being too tight for a machine to reach. We have been informed that the lift stations are on a five week back order. The contractor will continue the installation of the mains until the lift stations are on site. We will be moving to work on the force main to be placed along the Hwy 5 right of way in about one week. The sub-contractor Drill Tech is working on KC Way completing the service line bores along the asphalt. We have been boring as much of the asphalt roads as possible to keep the complaints to a minimum without holding up traffic. There have been no new connections with Haynes Equipment this past month. Brennan and Tony are reviewing each grinder location and contacting the customers to make sure everything will work as planned. Some adjustments have been made with locations of the placements of the grinders as additional gravity lines cannot be more precisely established without excavation at the time of construction.

Sewer connection requests. We've had a number of sewer connection requests recently, which are outside the scope of the Phase III project. The customers whom have reached out do not currently have water service. We are seeking Board discussion on this topic and direction on how to proceed. The customers are listed below.

- Summer Point Townhomes, Steve Roth working on Connection Agreement
- Center Road and Oak Dr. (30 to 35 Customers) Rough Cost \$350,000
- COMO Connections Along Hwy 5.
- Louis Vanderburg at 450 Shawnee Road, Louis has paid the water tap fee and is planning on connecting to the waster ASAP.

Phase 2 Sewer Report Issues,

- On November 1st, Haynes Equipment was able to correct the pump issues at Bear Bottoms installing a quad plex style pump system.
- 51 and 65 Dove Lane, The step tank at 51 Dove Lane had failed the last week of October. During the October Special Board meeting, the board agreed to replace the step tank with a duplex pump well also replacing the step tank at 65 Dove Lane.

Respectfully yours,

Jared Wheaton, PE
Principal

**MISSOURI DEPARTMENT OF NATURAL RESOURCES, FINANCIAL ASSISTANCE CENTER
DRINKING WATER REIMBURSEMENT FORM
SRF GRANT AND DIRECT LOAN**

1. TYPE OF REQUEST: <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		3. PAYMENT REQUEST NUMBER: <u> 3 </u> PAGE 1 OF <u> 1 </u>	
2. PROJECT NUMBER: c295877-01		4. PERIOD COVERED BY THIS REPORT: from: <u> 9/29/23 </u> to: <u> 11/3/23 </u>	
5. RECIPIENT ORGANIZATION: Village of Sunrise Beach 16363 MO-5 SUNRISE BEACH, MO 65079		6. LOAN TRUSTEE: UMB BANK, NA IN TRUST FOR CAMDEN COUNTY PWSD NO 1 2 S. BROADWAY, SUITE 600 ST. LOUIS, MO 63102 C295877-01	
7. ELIGIBLE PROJECT COSTS INCURRED (EXCLUDING RETAINAGE) Recipient Project Name and Number Show construction, engineering, administrative costs, etc.		Current Period	Cumulative
		Office Use Only	
A.	Engineer - Shoreline Surveying & Engineering	\$ 46,453.70	\$ 625,118.80
B.	Contractor -Brulez Trenching LLC	\$ 222,301.70	\$ 934,721.15
C.	Attorney - McCaffree (No Change)	\$ -	\$ 68,025.00
D.			
E.			
F.			
G.			
H.			
I.			
J.			
K.			
L.			
Z. Total from continuation sheet (lines 7.M. - 7.Y.)			
AA. Eligible costs incurred to date		\$ 268,755.40	\$ 1,627,864.95
FOR OFFICE USE ONLY	BB. TOTAL APPROVED ELIGIBLE COSTS TO DATE:	BB.	
	CC. LESS AMOUNT PREVIOUSLY APPROVED FROM SRF GRANT	CC.	
	DD. LESS AMOUNT PREVIOUSLY APPROVED FROM SRF LOAN	DD.	
	EE. AMOUNT PAYABLE TO RECIPIENT FROM SRF GRANT	EE.	
	FF. AMOUNT PAYABLE TO RECIPIENT FROM SRF LOAN	FF.	
8. CERTIFICATION: By signing this reimbursement form, I certify that to the best of my knowledge and belief: 1) Billed costs or disbursements are in accordance with the terms of the project; 2) Payment due represents the amount due which has not been previously requested; 3) An inspection has been performed; 4) All work is in accordance with the terms of the funding agreements; and 5) The payrolls for this reimbursement request contains the information required to be provided under 29 CFR 5.5(a)(3)(ii) the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i) and that such information is correct and complete; and the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based upon the most recent payrolls copies.	RECIPIENT:	Signature of authorized certifying official:	
		Date signed:	
		Typed or printed name and title:	
	DNR REVIEWER: Office Use Only	Signature of review official:	
		Date signed:	
		Typed or printed name and title:	



ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No.

3

Application Period: Sep 30, 2023 to Nov 2, 2023		Application Date: 11/2/2023
To (Owner): Village of Sunrise Beach, MO	From (Contractor): Brulez Trenching L.L.C.	Via (Engineer): Shoreline Surveying & Engineering, LLC
Project: Village of Sunrise Beach, MO, Phase III Swer System	Contract: Contract 1. Sewer System Improvments	
Owner's Contract No.: C295877-01	Contractor's Project No.: No. 1	Engineer's Project No.: Job NO. 10163-19

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
1		
TOTALS	\$ -	\$ -
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE	\$	<u>2,793,018.75</u>
2. Net change by Change Orders	\$	
3. Current Contract Price (Line 1 ± 2)	\$	<u>2,793,018.75</u>
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	<u>983,917.00</u>
5. RETAINAGE:		
a. 5% X <u>\$714,731.00</u> Work Completed.....	\$	<u>35,736.55</u>
b. 5% X <u>\$269,186.00</u> Stored Material.....	\$	<u>13,459.30</u>
c. Total Retainage (Line 5a + Line 5b).....	\$	<u>49,195.85</u>
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	<u>934,721.15</u>
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	<u>712,419.45</u>
8. AMOUNT DUE THIS APPLICATION	\$	<u>222,301.70</u>
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	<u>1,858,297.60</u>

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 11/6/23

Payment of: \$ 222,301.70
(Line 8 or other - attach explanation of the other amount)

is recommended by: Jared Wheaton, PE Electronically Signed 110623
(Engineer) (Date)

Payment of: \$ 222,301.70
(Line 8 or other - attach explanation of the other amount)

is approved by _____
(Owner) (Date)

Approved by: _____
Funding Agency (if applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Contract 1. Sewer System Improvements							Application Number: 3			
Application Period: Sep 30, 2023 to Nov 2, 2023							Application Date: 11/2/2023			
A				B	C	D	E	F		
Bid Item No.	Description	Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
1	Bonding/Mobilization expense. This amount shall be limited to no more than 5% of the Contract amount.	1	\$ 30,000.00	\$30,000.00	1	\$30,000.00		\$30,000.00	100.0%	
2	4" SDR-21 Force Main	14,908	\$ 18.00	\$268,344.00	6484	\$116,712.00	\$40,492.80	\$157,204.80	58.6%	\$111,139.20
3	4" Force Main Bore Restraint Joint Pipe w/8" PVC Casing	99	\$ 160.00	\$15,840.00						\$15,840.00
4	4" Force Main Bore Restraint Joint Pipe, No Casing	561	\$ 130.00	\$72,930.00	116	\$15,080.00		\$15,080.00	20.7%	\$57,850.00
5	3" SDR-21 Force Main	11,070	\$ 16.00	\$177,120.00	9698	\$155,168.00	\$4,007.80	\$159,175.80	89.9%	\$17,944.20
6	3" Force Main Bore Restraint Joint Pipe, No Casing	20	\$ 128.00	\$2,560.00	20	\$2,560.00		\$2,560.00	100.0%	
7	2" SDR-21 Force Main	4,714	\$ 15.00	\$70,710.00	1684	\$25,260.00	\$5,040.20	\$30,300.20	42.9%	\$40,409.80
8	2" Force Main Bore Restraint Joint Pipe	20	\$ 120.00	\$2,400.00	20	\$2,400.00		\$2,400.00	100.0%	
9	1-1/2" SDR-21 Force Main	8,218	\$ 15.00	\$123,270.00	1180	\$17,700.00	\$8,923.20	\$26,623.20	21.6%	\$96,646.80
10	1-1/2" Force Main Bore, Restraint Joint Pipe	2,112	\$ 78.00	\$164,736.00	2021	\$157,638.00		\$157,638.00	95.7%	\$7,098.00
11	Detectable Locator Wire Terminals	4	\$ 5.00	\$20.00						\$20.00
12	6" SDR-35-Gravity Line	335	\$ 26.00	\$8,710.00						\$8,710.00
13	4" SDR-35-Gravity/Service Line	9,516	\$ 20.00	\$190,320.00	1259	\$25,180.00		\$25,180.00	13.2%	\$165,140.00
14	4" SDR-35 PVC Encasement Sleeve	800	\$ 10.00	\$8,000.00	80	\$800.00		\$800.00	10.0%	\$7,200.00
15	6" SDR-35 PVC Encasement Sleeve	600	\$ 16.00	\$9,600.00	322	\$5,152.00		\$5,152.00	53.7%	\$4,448.00
16	Electrical Wiring in Conduit from Power Supply to Pump	7,370	\$ 14.00	\$103,180.00	1303	\$18,242.00		\$18,242.00	17.7%	\$84,938.00
17	4" Gate Valve and Box	8	\$ 1,100.00	\$8,800.00	2	\$2,200.00		\$2,200.00	25.0%	\$6,600.00
18	3" Gate Valve and Box	5	\$ 1,000.00	\$5,000.00	3	\$3,000.00		\$3,000.00	60.0%	\$2,000.00
19	2" Gate Valve and Box	7	\$ 800.00	\$5,600.00	5	\$4,000.00		\$4,000.00	71.4%	\$1,600.00
20	4" PVC Ball valve w/3" to 4" Reducer. (Include Pump Truck Charge)	5	\$ 500.00	\$2,500.00						\$2,500.00
21	Air Release Valve	12	\$ 3,400.00	\$40,800.00	8	\$27,200.00		\$27,200.00	66.7%	\$13,600.00
22	Concrete Anchors	57	\$ 150.00	\$8,550.00	23	\$3,450.00		\$3,450.00	40.4%	\$5,100.00
23	Concrete Encasement	10	\$ 30.00	\$300.00						\$300.00
24	Simplex Grinder Station Complete-in-place	44	\$ 6,900.00	\$303,600.00	13	\$89,700.00	\$95,666.00	\$185,366.00	61.1%	\$118,234.00
25	Duplex Grinder Station 4' by 6' Basin, Complete-in-place	11	\$ 9,800.00	\$107,800.00	1	\$9,800.00	\$68,797.00	\$78,597.00	72.9%	\$29,203.00
26	Duplex Grinder Station 4' by 8' Basin, Complete-in-place	2	\$ 11,200.00	\$22,400.00			\$15,834.00	\$15,834.00	70.7%	\$6,566.00
27	Retro-fit Simplex Grinder Station (Pump & Panel) Complete-in-place	12	\$ 6,179.00	\$74,148.00			\$26,148.00	\$26,148.00	35.3%	\$48,000.00
28	& Panel) Complete-in-place	1	\$ 6,777.00	\$6,777.00			\$4,277.00	\$4,277.00	63.1%	\$2,500.00
29	Lift Station (Indian Hills)	1	\$ 184,500.00	\$184,500.00						\$184,500.00
30	Lift Station (Old Sunrise Acres)	1	\$ 88,400.00	\$88,400.00						\$88,400.00
31	Lift Station (Camden Pass)	1	\$ 129,400.00	\$129,400.00						\$129,400.00
32	Lift Station (Cliff Dr.)	1	\$ 103,400.00	\$103,400.00						\$103,400.00
33	Lift Station Retrofit (WWTP NO. 1)	1	\$ 140,900.00	\$140,900.00						\$140,900.00
34	Lift Station (Eddie Rd.)	1	\$ 166,400.00	\$166,400.00						\$166,400.00

Stored Material Summary

Contractor's Application

For (Contract):		Contract 1: Sewer System Improvements		Application Number: 3								
Application Period:		Sep 30, 2023 to Nov 2, 2023		Application Date: 11/2/2023								
Bid Item No.	A Supplier Invoice No.	B Submittal No. (with Specification Section No.)	C Storage Location	C Description of Materials or Equipment Stored	D Stored Previously		E Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	F Incorporated in Work		G Materials Remaining in Storage (\$ (D + E - F))	
					Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/Year)	Amount (\$)		
1				Bonding/Mobilization expense.								
2	729571, T427714		Old Sunrise Acres	4" SDR-21 Force Main, Note: Material is \$4.80 a foot	8/2023		\$71,616.00	\$71,616.00	11/2023	\$31,123.20	\$40,492.80	
3				4" Force Main Bore Restraint Joint Pipe w/8" PVC Casing								
4				4" Force Main Bore Restraint Joint Pipe, No Casing								
5	71, T427714, T427715		Old Sunrise Acres	3" SDR-21 Force Main, Note: Material is \$2.90 a foot	8/2023		\$32,132.00	\$32,132.00	11/2023	\$28,124.20	\$4,007.80	
6				3" Force Main Bore Restraint Joint Pipe, No Casing								
7	T279571		Old Sunrise Acres	2" SDR-21 Force Main, Note: Material is \$1.66 a foot	8/2023		\$7,835.20	\$7,835.20	11/2023	\$2,795.00	\$5,040.20	
8				2" Force Main Bore Restraint Joint Pipe								
9	T279571		Old Sunrise Acres	1-1/2" SDR-21 Force Main, Note: Material is \$1.43 a foot	8/2023		\$10,610.60	\$10,610.60	11/2023	\$1,687.40	\$8,923.20	
10				1-1/2" Force Main Bore, Restraint Joint Pipe								
11				Detectable Locator Wire Terminals								
12				6" SDR-35-Gravity Line								
13				4" SDR-35-Gravity/Service Line								
14				4" SDR-35 PVC Encasement Sleeve								
15				6" SDR-35 PVC Encasement Sleeve								
16				Electrical Wiring in Conduit from Power Supply to Pump								
17				4" Gate Valve and Box								
18				3" Gate Valve and Box								
19				2" Gate Valve and Box								
20				4" PVC Ball valve w/3" to 4" Reducer. (Include Pump Truck Charge)								
21				Air Release Valve								
22				Concrete Anchors								
23				Concrete Encasement								
24	280631		Beachwood Rd	Simplex Grinder Station Complete-in-place (\$3,086.00 Each)	8/2023		\$135,784.00	\$135,784.00	9/2023	\$40,118.00	\$95,666.00	
25	280631		Beachwood Rd	Duplex Grinder Station 4' by 6' Basin, Complete-in-place	8/2023		\$76,714.00	\$76,714.00	9/2023	\$7,917.00	\$68,797.00	
26	280631		Beachwood Rd	Duplex Grinder Station 4' by 8' Basin, Complete-in-place	8/2023		\$15,834.00	\$15,834.00	9/2023		\$15,834.00	
27	280631		Beachwood Rd	Retro-fit Simplex Grinder Station (Pump & Basin) Complete-in-place	8/2023		\$26,148.00	\$26,148.00	9/2023		\$26,148.00	
28	280631		Beachwood Rd	Keeweenaw's RV Park, Retro-fit Grinder Duplex Grinder Station	8/2023		\$4,277.00	\$4,277.00	9/2023		\$4,277.00	
29				Lift Station (Indian Hills)								
30				Lift Station (Old Sunrise Acres)								
31				Lift Station (Garnden Pass)								
32				Lift Station (Cliff Dr.)								
33				Lift Station Retrofit (WVTRP NO. 1)								
34				Lift Station (Eddie Rd)								
35				Repair & Replace Concrete Surface								
36				Repair & Replace Asphalt Surface								
37				Repair & Replace Gravel Surface								
38				Repair & Replace 2" Brown Gravel Surface								
39				Site Restoration								
Totals								\$380,950.80	\$380,950.80		\$111,764.80	\$269,186.00

Shoreline Surveying & Engineering, LLC

Our New Address:

3048 S. Bus. 54
Eldon, MO 65026
Phone 573-392-3312

INVOICE

DATE: Nov. 3, 2023
INVOICE#: 6512c

Bill To:
Village of Sunrise Beach
Attn: Clerk
P.O. Box 348
Sunrise Beach, MO 65079

FOR:
PHASE III – SEWER SYSTEM IMPROVEMENTS

TERMS: Payable on Receipt;

Description	Contract Amt	Billed	Remaining	Total Due
Basic Services:				
Preliminary Design Phase (% Complete)	\$ 50,000	\$ 50,000.00	\$ -	\$ -
Final Design Phase (% Complete)	\$ 280,000	\$ 280,000.00	\$ -	\$ -
Bidding/Negotiation Phase (% Complete)	\$ 20,000	\$ 20,000.00	\$ -	\$ -
Construction Phase (% Complete)	\$ 75,000	\$ 33,750.00	\$ 41,250.00	\$ 15,750.00
Post-Construction Phase (% Complete)	\$ 25,000	\$ -	\$ 25,000.00	\$ -
Resident Project Representative (Hourly)	\$ 176,800	\$ 70,890.60	\$ 105,909.40	\$ 20,670.30
Additional Services (Hourly)				\$ -
Design Surveying/Easement Drafting (capped)	\$ 55,000	\$ 55,000.00	\$ -	\$ -
Construction Staking	\$ 75,000	\$ 30,478.20	\$ 44,521.80	\$ 10,033.40
Easement Procurement (Capped)	\$ 85,000	\$ 85,000.00	\$ -	\$ -
Total Due				\$ 46,453.70
Phase Breakdown				
Construction Phase		45%	55%	\$ 15,750
Construction Staking	Prev. Invoiced (HR)	Hr/Mi	RATE	Total Due
Jared Wheaton, PE		8	\$ 110.00	\$ 880.00
Adrain Kirkweg (Sr. Drafter)		18	\$ 80.00	\$ 1,440.00
2-Man Survey Crew w/Instr.		40	\$ 175.00	\$ 7,000.00
Mileage		1230	\$ 0.58	\$ 713.40
	\$ -		Total Phase	\$ 10,033.40
Resident Project Rep.	Prev. Invoiced (HR)	HRS	RATE	Total Due
Jared Wheaton, PE		80	\$ 110.00	\$ 8,800.00
Tony Cobb (Sr. Project Representative)		160	\$ 65.00	\$ 10,400.00
Mileage		2535	\$ 0.58	\$ 1,470.30
	\$ -		Total Phase	\$ 20,670.30
Total Due This Period				\$ 46,453.70

Please make checks payable to SSE, LLC

If you have any questions concerning this invoice, contact Jared Wheaton at 573-714-0366

THANK YOU FOR CHOOSING SHORELINE SURVEYING AND ENGINEERING, LLC!



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

November 9, 2023

TO: Chairman Schneider and the Board of Trustees
RE: City Manager report, November 13, 2023

Hello everyone,

Please note the following with respect to the November 13 meeting.

1. Appointment of Erin Hays as Village Clerk. Ms. Hays was hired in early October to take the Village Clerk position. She has done well in her first month and we are happy to recommend her appointment. The City Attorney advises that this can be done by simple motion / approval of the Board.
2. Bill 23-S, Procurement ordinance. This ordinance is up for a second reading following discussion at the first reading in October. I have reviewed provisions with Department Heads and Chair Schneider and we feel the ordinance is ready to go. Assuming Board approval, all bills will be presented to the Board of Trustees for approval on a monthly basis, with some bills being paid upon receipt as provided for in Section Two (B), such as utility invoices, payroll, credit card bills, etc. Bills that don't fall in this category will require Board approval before payment. I can review these provisions in more detail at the meeting if desired.
3. Bill 23-T, UTV ordinance. This ordinance has been revised based on comments and discussions at the October 10 meeting, and upon further discussion with Chairman Schneider. The bill as presented permits use of UTVs and Recreational Off-Highway Vehicles on City streets and MoDOT routes (Hwy 5, TT and F), subject to the following provisions:
 - Minimum 700 cc engine to run City streets.
 - Minimum 900 cc engine to run MoDOT highways.
 - No City permits or inspections required.
 - All vehicles must have roll bars / roll cage and meet other standard requirements (lights, horns, etc).

The above is a summary only. Please refer to the bill for complete details.

4. Bill 23-U, 25 mph speed limit ordinance. This ordinance has been drafted as a companion ordinance to the UTV ordinance.
5. Bill 23-V, Board of Trustees pay ordinance. The City Attorney drafted this bill following discussion over pay for Trustees, which we don't believe has ever been set by ordinance. Pay for the Chairman was most recently set by motion / approval of the Board at the April, 2023 meeting. It's our understanding that trustees have customarily received \$50 per meeting, which is reflected in the bill as drafted. The Board in April, 2023 reduced the Chairman pay to \$700 per month, with \$150 for extra meetings; the bill as draft reduces Chairman meeting pay to \$50.

This bill is scheduled for two readings.

6. Resolution 2023-03, Health Insurance renewal. This Resolution approves renewal of the current health insurance plan offered to full-time employees. We sought competing proposals from another broker and also MIRMA Health, which I have prior experience with, and upon review we felt the existing plan offered the best value. The premium increase is approximately 7.2 percent, and the total cost to the City is \$6,753 monthly, based on our current enrollment.
7. Resolution 2023-04 General Code proposal. This Resolution accepts a proposal from General Code for codification of the Village ordinances, at a total cost of \$7,500, plus an estimated additional \$1,700 to codify additional legislation. The project deliverables are listed in the Resolution and include publication online and in hard copy format. The project will take at least a year to complete, and likely a bit longer. The City Attorney will assist as needed through the process. This project in our opinion is a high priority and we would recommend approval.
8. Resolution 2023-05 Preventive Pavement Maintenance plan. This Resolution approves a professional services agreement with Cochran Engineering for development of a 10-year Preventive Pavement Maintenance plan for the Village. The plan will essentially inventory Village streets and roads, set priorities and make recommendations for pavement treatments. Once adopted, the plan becomes the guiding document for street improvements going forward. We would anticipate (at minimum) an annual program which would be competitively bid, and likely a maintenance program, which the City would handle with existing crews. We would also want to identify grant opportunities and work those into the program as well. I have given the consultant an approximate \$400,000 for the anticipated 2024 program, which ideally we would put out for bid early next year. I can address these points in more detail at the meeting.
9. Resolution 2023-06 Alpha Engineering agreement. This Resolution gives approval to a professional services agreement with Alpha Engineering (formerly Shoreline) for general consulting as well as work order services. Shoreline is contracted for the Phase III sewer project, but services outside of that agreement have previously been done on a more informal basis. For example, we engaged Shoreline recently for assistance with the Water Tower 1 repair project, but did not have a formal written agreement in place. This agreement would provide the basis for that, and other projects going forward.
10. Resolution 2023-07 First Responder Equipment grant application. This Resolution gives approval to a grant application for a new patrol vehicle for the Police Department. The grant program is through Missouri Department of Public Safety and uses federal ARPA monies. The program requires a 50 percent match, which can be provided through local APRA funds. We have approximately \$110k in ARPA funds currently, so our match could come from these funds, if we are awarded. Matching funds could come from other sources; the Board would determine this later, if we receive the grant.
11. Deer Valley Road improvement. Upon further review after the October meeting, we decided to put this project on hold and try to package together with other improvements to be put out for bid early next year.
12. Water Bill forgiveness requests. At the October meeting I was asked to research this item further. Ordinance 2016-06 set new rules and regulations for water service, and included this provision:

23. VILLAGE POLICY - CATASTROPHIC WATER LEAKS:

The Board of Trustees, in a case of excusable neglect, may reduce water bills for customers with catastrophic leaks (undetected leaks resulting in a water loss at a cost exceeding \$100). Unless approved by the Board, the adjustment will not exceed a calculation as follows:

The first \$100 may be reduced to \$50.

The cost per thousand over the gallons for which \$100 is normally charged may be reduced to 60 cents per thousand.

This concession cannot be granted to one household on more than one occasion.

We have found other items of our regulations that need updating, so my suggestion would be for staff to review this item in conjunction with other regulations, and bring an updated / amended set of regulations to the Board at an upcoming meeting. In the interim we would handle these on a case-by-case basis, and bring any forgiveness request to the Board for consideration.

13. MoPERM insurance renewal. Our existing property and liability insurance coverage with MoPERM renews January 1, 2024, and we've received notice of our renewal premiums. Copies in the Board packet. The total 2024 premium is \$34,960, which is an increase of \$5,654, or 19.2 percent. This is not good of course but was not unexpected. MoPERM had previously notified members of upcoming rate increases, including a 20 percent increase in property coverage. Please note that given the MoPERM increase we did solicit a proposal from MIRMA, (a statewide risk management association of member cities and utilities) but their preliminary proposal was similar in cost to MoPERM. While I do feel MIRMA is an excellent alternative, at this point we do not advise pursuing a firm quote from MIRMA and would advise staying with MoPERM. Please note also that our worker's compensation insurance is with a different entity, Missouri Rural Services, and that insurance is currently in place and does not renew until April 1, 2024. We paid \$12,014 for this year's premium, so the MoPERM increase puts our total insurance expenditures (property + liability + work comp) at \$46,974. I wouldn't expect a large increase in the work comp premium at this point, but that remains to be seen.

14. The following are information items only, to update the Board on various activities:

- New City limits map. Cochran Engineering has completed the new City limits map; copies are now displayed and in use at City Hall. A copy has also been posted to the website. The next step is to complete an updated Zoning Map; I am working on this currently and would hope to be complete soon.
- Auditor Mary Miles spent two days at City Hall recently as part of the City's annual audit. We would expect the final report at least by the end of the year, and hopefully sooner. I have a much better understanding of our debt schedules after working with Ms. Miles. An accounting of our debt obligations will be included in the Financial Statements and will also be included in the updated / amended budget document. A copy of a preliminary draft is included in the Board packet as reference.
- I am continuing to work on the budget; I had hoped to provide updated budget info at this meeting but hit a bit of a snag as we try to upgrade our QuickBooks. The budget in general is in fine shape, with no particular areas of concern. Sales tax continues to be quite strong, with the November 1-cent payment at \$57,542, compared to \$45,342 for the same period last year. The

Water and Sewer fund is in fair shape, though we have seen a lot of spending in recent weeks and months. I intend to bring a report on this to the Board soon, hopefully at the December meeting.

If you have any questions or want to discuss any of these items further, please don't hesitate to reach out to me. 573-374-8782 (office) or steve.roth@sunrisebeachmo.gov.

Thank you,

A handwritten signature in blue ink, appearing to read "Steve Roth". The signature is fluid and cursive, with a large initial "S" and "R".

Steve Roth
City Manager



Sunrise Beach Police Dept.
32 Sunset Hills CT

November 2, 2023

In the month of October the Sunrise Beach Police Department had seventy-two calls, two hundred and sixty-six self initiated activities, issued thirty four citations, thirty one warnings and one arrest.

We have been awarded an overtime grant in the amount of \$1,750. These funds are to be used for DWI Enforcement between November 22 and January 1. I applied for a \$9,999 grant through Missouri Department of Public Safety to purchase 3 in-car cameras for our primary patrol vehicles. The total project cost is \$11,322 which would make the City responsible for \$1,322. I would like Board approval to apply for a new ARPA grant. The grant is a 50% match, the project would be for a 2024 Durango to replace our 2011 Tahoe. The project budget is estimated to be \$53,000 with the 50% match being \$26,500, leaving the City responsible for \$26,500. After receiving the 2024 Durango I would sell the 2011 Tahoe to recoup an estimated \$12,000-\$15,000 which would reduce the City cost to an estimated \$11,500 for the project.

The sign at the Police Department has been replaced with a new sign purchased from LakeWest Signs. The awning over the door was replaced, at no cost, by Affordable Hardscapes in Camdenton.

Our Shop with a Hero Trunk or Treat and Haunted Hayride was a huge success, \$557 in donations was collected. The Trunk or Treat had a contest for best in show, we were voted first place by the public! Due to weather only a few riders attended the Poker Run but raised over \$2,000 for the Shop with a Hero program.

The 2023 Durango has arrived, I expect it to be in service in mid November.

It has been brought to my attention that the City will not be issuing a yearly stipend in the future. This stipend was used in the past to reimburse officers for the use of their personal cellphones and miscellaneous office supplies and equipment that the City did not purchase or reimburse for. I am requesting that the Board vote to reimburse officers the sum of \$50 each month for the use of their cellphones. I have attached a sample policy that was adopted from the Camdenton Police Department policy.

A handwritten signature in black ink, appearing to be "SCOTT CRAIG".

Scott Craig, Chief of Police

The purpose of this policy is to clarify guidelines and requirements for cell phone reimbursement.

Why:

Often a cellular phone is the primary means to contact an officer. The city reimburses officers for a portion of their cellular phone cost when officers routinely are subject to emergency call back or use them for work related business while on duty.

For Whom:

Reimbursement is intended for officers, supervisors or emergency personnel who need to be contacted for emergency situations or who use their phone extensively for work related matters. It is to reimburse a portion of their cost for their cellular phone during their employment.

When & How Much

- * Officers still in training / on probation will not routinely be called in for emergency and will not normally have need to use their phone extensively.
- * Officers will not be eligible for reimbursement until they complete probationary period.
- * The amount will be \$50 per month.

Officer's Responsibility:

- * Officer must have phone number listed on PD contact information list.
- * Officer must have reliable service so they can be contacted in emergencies.
- * Officer must keep phone accessible or check it frequently.
- * Officer must have voice mail set up or a means to leave a message.
- * Officer is responsible for initiating request for reimbursement.
- * Officer should submit a memo to their supervisor requesting reimbursement.
- * Memo should include the phone number, service provider and a copy of monthly bill

Lieutenant Responsibility:

- * Lt. should confirm person is an officer or emergency personnel of SBPD, subject to emergency call out or uses phone extensively for work matters.
- * Lt. should confirm officer is in good standing and not on probation.
- * Lt. should confirm phone number is listed on PD contact information, service is reliable for emergency contact, line is closely monitored & voice mail option is established.
- * Lt. should record recommendation and forward to Chief.
- * After approved, sergeant should monitor to confirm all requirements are being met.

Chief's Responsibility:

- * Chief will evaluate the request to assure it is reasonable
- * Chief may use his/her discretion in recommending approval or not
- * If approved, paperwork will be forwarded to City Hall for reimbursement.
- * Chief may have reimbursement discontinued if guidelines are not being met.

Do Not Pay. This is not an invoice.



Renewal Pricing for CITY OF SUNRISE BEACH
Memorandum No. 1093
Date: October 11, 2023
Policy Period: January 1, 2024 to January 1, 2025

<u>Line of Business</u>	<u>Annual Contribution</u>	<u>Deductible</u>	<u>Deductible Applicability</u>
Fidelity & Crime			
Form A - Fidelity (\$5,000 Limit)	\$300.00	\$500.00	Loss
Form B - Forgery or Alteration (\$5,000 Limit)	Included	\$500.00	Loss
Form C - On Premises (\$5,000 Limit)	Included	\$500.00	Loss
Form D - In Transit (\$5,000 Limit)	Included	\$500.00	Loss
Form F - Computer Fraud (\$5,000 Limit)	Included	\$500.00	Loss
Form I - Claim Expense (\$5,000 Limit)	Included	\$0.00	
Property	\$12,784.00	Per Schedule	Loss
Earth Movement	Included	See Note	
Equipment	\$337.00	Per Schedule	Loss
Equipment Breakdown	\$1,842.00	Per Schedule	Loss
Flood	Included	See Note	
Water Damage	Included	Per Schedule	Loss
TOTAL RENEWAL PRICING:	<u>\$15,263.00</u> *		

If "Loss & LAE" (Loss Adjustment Expense) is indicated under *Deductible Applicability*, the Member will be responsible for defense and other adjustment costs up to the deductible amount.

Deductibles have been determined based on total contribution, loss history, and existing deductibles.

*The entity's current coverage will expire on January 1, 2024. Renewal is hereby offered at the price indicated above, which is based on information on file as of October 11, 2023. Changes requested before January 1, 2024 will affect the actual renewal price invoiced.

MOPERM reserves the right to correct any errors discovered before the renewal invoice is issued. If such corrections result in a change in contribution, notice will be sent to the appropriate parties.

Note: Earth Movement and Flood Deductibles are detailed in the Property Memorandum of Coverage.

Do Not Pay. This is not an invoice.



Renewal Pricing for CITY OF SUNRISE BEACH
Memorandum No. 1093
Date: October 31, 2023
Policy Period: January 1, 2024 to January 1, 2025

<u>Line of Business</u>	<u>Annual Contribution</u>	<u>Deductible</u>	<u>Deductible Applicability</u>
Automobile Liability	\$2,912.00	\$1,000.00	Loss
Hired and Non-Owned Vehicles	Included	\$1,000.00	Loss
Uninsured Motorist	\$112.00	\$0.00	
Auto Physical Damage			
Collision	\$3,026.00	Per Schedule	
Comprehensive	\$1,878.00	Per Schedule	
Liability	Included	Per Schedule	
Employee Benefit Liability	\$129.00	\$1,000.00	Loss
Employment Practices Liability	\$688.00	\$1,000.00	Loss
Errors & Omissions Liability	\$312.00	\$1,000.00	Loss
General Liability	\$737.00	\$1,000.00	Loss
Law Enforcement Liability	\$9,903.00	\$1,000.00	Loss
TOTAL RENEWAL PRICING:	<u>\$19,697.00</u>	*	

If "Loss & LAE" (Loss Adjustment Expense) is indicated under *Deductible Applicability*, the Member will be responsible for defense and other adjustment costs up to the deductible amount.

Deductibles have been determined based on total contribution, loss history, and existing deductibles.

*The entity's current coverage will expire on January 1, 2024. Renewal is hereby offered at the price indicated above, which is based on information on file as of October 31, 2023. Changes requested before January 1, 2024 will affect the actual renewal price invoiced.

MOPERM reserves the right to correct any errors discovered before the renewal invoice is issued. If such corrections result in a change in contribution, notice will be sent to the appropriate parties.



Notice of Rate Change

MOPERM was created in 1987 by the Missouri General Assembly in response to a significant liability insurance crisis. Many entities could not acquire affordable coverage so MOPERM was formed to fill that growing need. It has been MOPERM's purpose to keep rates affordable as possible for Missouri public entities for over 35 years.

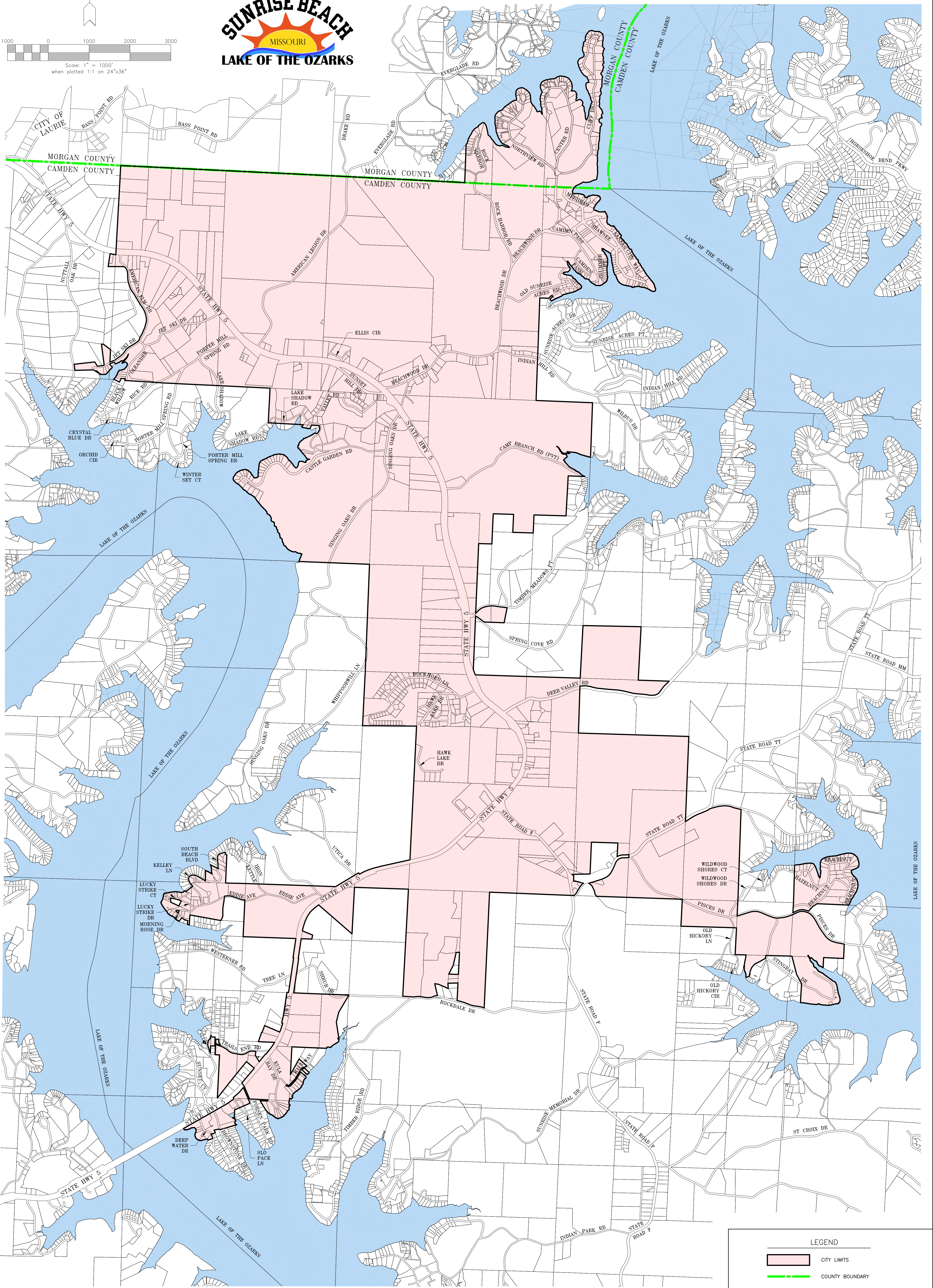
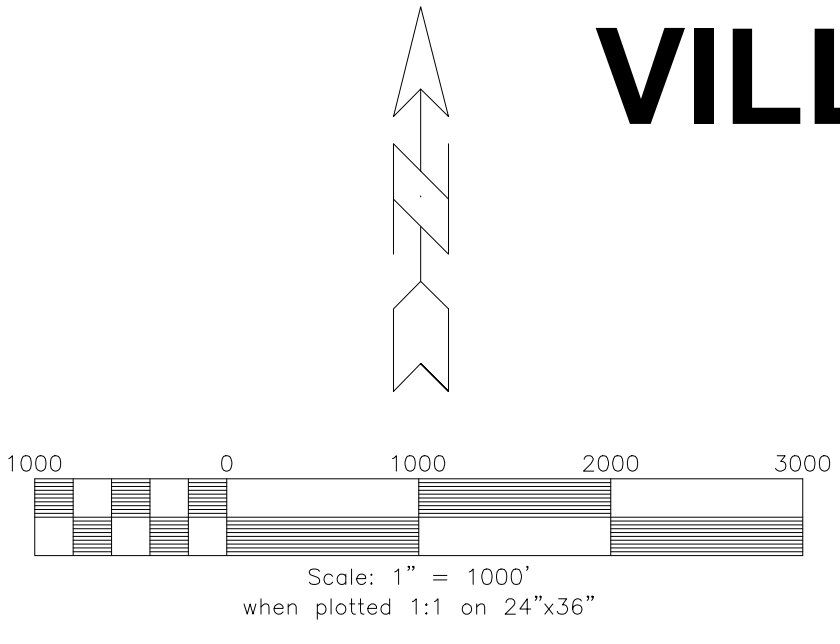
Reinsurance is essentially insurance for insurers. Reinsurance policies are purchased to help insurers stay solvent by spreading the financial risk of claims between insurers. Due to the increasing intensity of storms and other natural disasters, the cost of property reinsurance is rapidly increasing at rates of 40% or higher. In order to combat these increasing losses, many insurers are instituting percentage deductibles and coinsurance clauses to their property coverages in addition to rate increases and possible other changes in policy terms.

Percentage deductibles would mean that in the event of a wind or hail claim, the insurance payment would be subject to a deductible based on a percentage of the insured value, with a set minimum dollar deductible. A coinsurance clause would require that any covered building be insured to a percentage of its total replacement cost. If a property is not insured to the proper value, claim payments may be reduced in proportion to the underinsured value. Property reinsurance providers expect participating insurers to offer coverage that meets such industry standards in order to promote uniformity across the industry.

Due to significant changes to its property reinsurance structure and pricing, MOPERM's property rate will be increasing effective January 1, 2024 on all renewal policies. In previous years, MOPERM has been able to absorb these increases in reinsurance costs for its members. With this significant cost change, MOPERM is no longer able to absorb these increases without passing them along to its members. There is a possibility that a percentage deductible may be added to the property policies for wind/hail events resulting in a claim as well as coinsurance clauses. If these clauses are not imposed for 2024, it is likely that these sorts of clauses will have to be adopted in the future in order for MOPERM to offer coverage to its public members.

MOPERM is dedicated to keeping rates as reasonable as possible to provide protection for our members. The MOPERM Board of Trustees and staff have been working to make the best possible decisions to protect MOPERM members and to ensure that coverage remains available at the lowest possible prices. More information about any possible changes will be coming in the weeks prior to January 1, 2024.

VILLAGE OF SUNRISE BEACH - CITY LIMITS MAP



LEGEND

	CITY LIMITS
	COUNTY BOUNDARY

OCTOBER 26, 2023

COCHRAN
MO CORP. SURVEYING
LICENSE NO. 20070045290

- Civil Engineering
- Land Surveying
- Architecture
- Site Development
- General Consulting
- Master Planning

737 Rudder Road
Fenton, Missouri 63026
314-842-4033 (tel)
314-842-5957 (fax)
www.cochraneng.com