



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

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## **BOARD OF TRUSTEES MEETING**

Tuesday, March 12, 2024

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 February 12, 2024 regular meeting
5. Approval of the minutes from the February 12, 2024 closed meeting
6. Chairman of the Board report
7. Public Hearing, FY 25 Budget
  - a. A Public Hearing to hear citizen comments on the Village of Sunrise Beach Fiscal Year 2025 Budget.
8. Visitor Comments
9. Ordinances and Resolutions
  - a. Bill No. 2024-05 An Ordinance Adopting the Village of Sunrise Beach Budget for the 2025 Fiscal Year; Thereby Adopting the Schedules of Revenues and Expenditures for Each Fund, and the Capital Outlay, Debt Service and Employee Pay and Benefits Plans, Together as Contained Therein
  - b. Bill No. 2024-06 An Ordinance of the Village of Sunrise Beach, Missouri to Establish a Procedure to Disclose Potential Conflicts of Interest and Substantial Interests for Certain Municipal Officials
  - c. Bill No. 2024-07 An Ordinance Regulating the Use of the Public Water System, the Installation and Connection of Water Service, and Providing Penalties for Violations Thereof in the Village of Sunrise Beach, Missouri
  - d. Bill No. 2024-08 An Ordinance Regulating the Use of the Village of Sunrise Beach Public Sanitary Sewer System, the Installation and Connection of Sanitary Sewer Service, and Providing Penalties for Violations Thereof in the Village of Sunrise Beach, Missouri
  - e. Bill No. 2024-09 An Ordinance of the Village of Sunrise Beach to Establish a Lead Ban in Public and Private Drinking Water Plumbing
  - f. Resolution 2024-05 A Resolution Authorizing the Chairman of the Board of Trustees to Enter Into a Professional Services Agreement with Cochran Engineering for Design and Construction Administration of the 2024 Preventive Pavement Maintenance Program

Improvements

- g. Resolution 2024-06 A Resolution Adopting and Approving a Payscale System for the Village of Sunrise Beach Police Department
- 10. Old Business
  - a. Bill No. 2024-04 An Ordinance Approving the Final Plat of Trunck Subdivision, a Four-Lot Subdivision Generally Located at the Northeast Intersection of Beachwood Drive and Old Sunrise Acres Road in the Village of Sunrise Beach, Missouri (*second reading; first reading 2-12-24*)
  - b. Resolution 2024-04 A Resolution Approving the Purchase of Backhoe / Loader for the Village of Sunrise Beach Public Works Department (*tabled 2-12-24*)
- 11. City Administrator report
  - a. Surplus property, Expedition
  - b. Clines construction bid, relocate electric City Hall property
  - c. George Roemer forgiveness request, water leak
- 12. Chief of Police report
- 13. Committee Reports
  - a. Finance
    - i. Approve the List of Bills
    - ii. Approve Phase III Sewer Project Pay Application 7, Brulez Trenching LLC; Shoreline Surveying & Engineering,
- 14. Adjourn

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

Posted: \_\_\_\_\_  
Date and time

By: \_\_\_\_\_  
Erin Hays, City Clerk

# Board Meeting Minutes

February 12, 2024

City of Sunrise Beach Board of Trustees

Call to order 6:00 p.m. by Chairman Schneider

Roll Call

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

Other attendees; Attorney Nathan Nickolaus Lauber Municipal, David Christensen Cochran Engineering, Steve Roth City Manager, Erin Hays City Clerk, Chief Craig, and Dalia Shamburg, Deputy Clerk.

Visitors; Jeff Gebhard

Approval of the agenda given by Steve Carter, seconded by Steve Barthol, all in favor. Approved.

Approval of January 8, 2024, regular meeting minutes given by Steve Carter, seconded by Steve Barthol, all in favor. Approved.

Approval of January 8, 2024, closed meeting minutes given by Steve Carter, seconded by Steve Bartol, all in favor. Approved.

Chairman report: Chairman Schneider states the agreement with Co-Mo Connect has been finalized and welcomes them to the Village of Sunrise Beach. City Manager, Steve Roth, is in the process of realigning the budget. Budget for 2025 to include Public Works equipment and manpower. Chief Craig acknowledged for his role in updating the Police Department. The Sunrise Beach Police Department will soon be seeking qualified personnel to increase our patrolling needs. Chairman Schneider advises that any constituents with questions or concerns to contact any of the Board of Trustees. Chairman Susan Schneider asks the Board of Trustees to change the meeting date of March 11, 2024 (Monday) to March 12, 2024 (Tuesday), all Board members agreed.

Visitor Comments: Jeff Gebhard asks the Board of Trustees to go above and beyond permit requirements for running the South plant during the off season of October to April. The Board will be researching their options and costs in this regard.

Presentations:

Preventive Pavement Plan given by David Christensen of Cochran Engineering. Christensen demonstrates different pavement repair options for the Village of Sunrise Beach through slideshow, maps, and projected cost spreadsheet. David Christensen advises to do full repair and follow up with preventive treatments.

Bill No. 2024-01 An Ordinance Changing the Schedule of the Fiscal Year of the Village of Sunrise Beach, Missouri to begin January 1 and end December 31. Motion to read first reading given by Trustee Barthol, seconded by Greg Gordon, all in favor. Second reading motion given by Steve Barthol, second by Greg Gordon, all in favor, Roll Call vote, Greg Gordon, Aye, Steve Barthol, Aye, Susan Schneider, Aye, Michael George, Aye, and Steve Carter, Aye. Approved.

Bill No. 2024-02 An Ordinance Approving an Amendment to the Zoning Map of the Village of Sunrise Beach, Missouri, Thereby Changing the Zoning of Camden County Parcel 002+02-7.0-35.0-000.0-00.37.001 from the Existing R-1 Single Family Residential to R-2 Medium Density Residential. Motion to read first reading given by Steve Barthol, second by Steve Carter, all in favor. First reading vote, motion Steve Barthol, second Greg Gordon, all in favor. Second reading motion given by Steve Carter, second by Greg Gordon, all in favor. Second reading vote motion Steve Carter, second by Steve Barthol, all in favor. Approved.

Bill No. 2024-03 An Ordinance Approving an Amendment to the Zoning Map of the Village of Sunrise Beach, Missouri, Thereby Changing the Zoning of Camden County Parcel 002+02.-7.0-35.0-000.0-00036 from the Existing R-1 Single Family to R-2 Medium Density Residential. Motion for first read given by Steve Carter, second by Steve Barthol, all in favor. First read vote, motion Steve Carter, second Steve Barthol, all in favor. Second read motion given by Steve Carter, second by Steve Barthol, all in favor. Second read vote, motion given by Greg Gordon, second by Steve Barthol. All in favor. Approved.

Bill No. 2024-04 An Ordinance Approving the final Plat of Trunck Subdivision, a Four-lot subdivision Generally Located at the Northeast Intersection of Beachwood Drive and Old Sunrise Acres Road in the Village of Sunrise Beach, Missouri. First read motion Steve Barthol, second Steve Carter, all in favor. First read vote, motion Steve Carter, Steve Barthol, all in favor. Approved.

Resolution 2024-02 A Resolution Authorizing the Filing of an Application with the Missouri Department of Natural Resources, Clean Water Revolving Fund Program to Financial Assistance under the Missouri Clean Water Law (Chapter 644, RSMo) Motion given by Steve Carter, second by Steve Barthol, all in favor. Approved.

Resolution 2024-03 A Resolution Approving an Agreement with Miles CPA & Associates LLC for Professional Services Relating to Preparation of Fiscal 2024 Audited Financial Statements, Federal Single Audit (if necessary) and Other Related Services for the Village of Sunrise Beach. Motion by Steve Carter, seconded by Steve Barthol, all in favor. Approved.

Resolution 2024-04 A Resolution Approving the Purchase of Backhoe/Loader for the Village of Sunrise Beach Public Works Department. Item tabled.

City Admin Report:

Motion for new copier Motion Steve Barthol, second Greg Gordon, all in favor. Approved. HP copier for the office of City Hall, Sunrise Beach Missouri.

FY 25 Budget Review, Steve Roth City manager offers the Board of Trustees the opportunity to hold a Special Meeting to go over specific details for the new budget. A new location for the Sunrise Beach Police Department to park their vehicles and a fourth full-time employee to be added to the department.

Police Report: Chief Craig read his report including details of placing security cameras at Tower II will using the facility for Police vehicles.

Finance:

Approval of paying the List of Bills motion given by Steve Barthol, seconded by Steve Carter, all in favor. Approved.

Approval of payment of Phase III Sewer project Pay Application 6, Brulez Trenching LLC, Shoreline Surveying & Engineering motion given by Steve Carter, seconded by Steve Barthol, all in favor. Approved.

Motion to adjourn the meeting given by Steve Barthol, seconded by Steve Carter, all in favor. Approved.

Meeting adjourned 7:55 p.m.



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**March 7, 2024**

**TO: Chairman Schneider and the Board of Trustees**  
**RE: City Manager report, March 12, 2024**

Hello everyone,

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

1. **Bill 2024-05, Budget adoption.** This bill adopts the FY 25 budget as presented, subject to the Public Hearing and Board review / amendment. The bill as presented makes clear that budgeted expenditures are subject to provisions of the Procurement policy, which requires Board approval for any expenditure over \$5,000. Exceptions are regular payroll and benefits costs, debt payments, utility costs, etc. The bill also makes clear that any adjustments in pay require further authorization by the Board of Trustees.

The budget was sent out previously and is available at City Hall and on the website. The Budget Message (pages 1-2) provides an overview of the budget and its main features. The Budget Summary provides a quick glance at the budget's main categories, with comparisons to prior years. The General Fund and Water and Sewer budgets are provided in line-item form, also with comparisons to the past two fiscal years. The line-item budgets show both a full 12-month cycle and then proposed 9-month budget for adoption. The 12-month cycle is shown primarily for sake of comparison to past budget years. The budget includes an explanation of the Sunrise Beach TIF / CID, which I hope is helpful to elected officials and the general public, and line-item budgets for each fund. An overview of our debt obligations is included on page 15, and I've included the debt service schedules for each individual debt issue as a supplement to the budget document. The Capital Outlay schedule is shown separately, to provide an overview of the proposed capital expenditures in each fund. The Pay and Benefits schedule provides a listing of pay and benefits per each City position. (Please note that my pay is set by contract and I am not requesting nor would accept any pay increase at this time.) Finally, I've included tables on sales tax history, Water and Sewer user charges and Reserves and Balances in various funds. This is supplementary information only but helpful I think in seeing longer term trends. Future budget documents will also include information compiled from our audited financial statements, which will also be very helpful for comparison purposes.

I provided an overview of the main budget features in my February Board report, and those main features have not changed. I continue to be cautious about sales tax revenues, though do expect them to grow at least slightly in the coming budget year. The 3 percent marijuana tax is budgeted conservatively as well (\$110,000) and hopefully will be exceeded. This tax as noted in earlier reports will pay for the proposed fourth full-time police officer, and also supports pay increases for existing staff. The Water and Sewer Fund remains my primary concern from a budget standpoint; this fund is essentially breaking even. We have sufficient reserves, primarily in Capital Improvements Sales Tax, but we will need to generate new revenues over the long-

term to keep Water and Sewer sustainable.

I would make a note about fund balances, especially General Fund. The Gen Fund fund balance for February was \$225,416, which is 28.7 percent of budgeted Gen Fund operating expenditures. This is a decent number but is subject to fluctuation, based in part on upcoming TIF / CID transfers. The Gen Fund balance historically has fluctuated considerably; it was only \$30,874 as of March 31, 2023, and in fact dipped to just \$1,106 in May, 2023! Fund balances in recent months have been a bit more stable, but the ongoing Gen Fund balance will still be subject to some fluctuations. It's my strong recommendation to manage the City's finances with certain targeted fund balances, generally no less than 25 percent and ideally at least 35 percent, and I would expect to bring the Board further information on this topic in the coming months. In dollar terms this would mean a Gen Fund balance of at least \$200,000, and Water and Sewer basically in the same range (operating only, not including repair / replacement).

With respect to Capital Improvements, we do start the budget year in strong position, with strong balances in both Capital Improvements Sales Tax and Transportation. These funds will be the primary sources for the \$600,000 road improvement project, supplemented with the \$111k in ARPA funds we have been holding. The budgets for road improvements in future years at this point are undetermined, and we will need a long-range Capital Improvement program budget to sort this out. I have started working on this but there are many variables (primarily the Phase III sewer project costs) and so it will likely be a few months before we have a good handle on our long-range planning.

In summary, budgeting and financial management is always a work in progress, and I feel our finances in general are pretty sound. We will want to continue to improve our overall financial management going forward, and appreciate the Board's support in this area. The Village is heavily reliant on sales tax, as the Board is aware, so we will need to continue to grow our economy to support the various services we provide. We also need to manage our expenditures as smartly and effectively as possible and look for ways to reduce costs whenever possible. In summary I do feel the budget as presented represents a solid financial plan for the City going forward, and would respectfully request Board approval.

2. **Bill 2024-06, Financial disclosure ordinance.** This ordinance was provided by the City Attorney and gets us in compliance with Missouri law regarding disclosure of personal financial interests by Village elected officials as well as the City Manager. Per Missouri law, any political subdivision with a \$1 million budget or more needs to be in compliance. Assuming Board adoption, we will send out the necessary forms and assist with getting them filed; the deadline is May 1.
3. **Bills 2024-07 and 2024-08, Water and sewer system regulations.** These bills adopt a new set of Water and Sanitary Sewer service regulations for the City. The bills each essentially repeal Ordinance 2018-08, which set the current set of regulations, and replace them with the new set, which is based on model ordinances from Missouri Department of Natural Resources. I would not suggest we adopt these bills at this meeting, and instead would suggest a first reading only. The main change from current practice is we would implement a \$1,500 connection fee for both water and sewer service, as opposed to the current \$1,000. The \$1,500 fee better allows us to cover some of our costs for new services, which currently is more than \$2,000 for each.

The bills also establish a "grandfather" provision for properties that are currently within 100 feet of public water or sewer. Those properties would not be required to connect immediately, but instead would be required to connect upon sale or transfer of the property. The existing

regulations don't provide any grandfather provision, but the City has never enforced the mandatory connection provision. Because the grant programs require easements for setting the meter pits or grinders, then those properties that refused to grant easement were not connected, which results in the current hodgepodge of properties that are within 100 feet of public water or sewer but are not connected. The grandfather provision we feel is the best way to reconcile the current situation.

Other additions that are specific to our system are as follows:

- Requirement that anyone receiving sewer service must also have water service. Only the Board can grant a waiver.
- Requirement that anyone receiving City services must annex.
- Extension of public mains are at the cost of developer unless Board enters into a cooperative agreement.

I've developed a separate Factsheet which makes clear the rules and regulations that would be in place once these new rules are adopted. A copy is included with this report.

As the Board is aware, the City administrative staff and Public Works staff are "all new" to the water and sewer systems, and we are doing our best to get the systems operating more effectively and efficiently. It has been a work in progress and adoption of these rules would be one more step in this process. We must enforce basic provisions, and ensure that the systems are operated at all times in conformance with City ordinance and state law. I can address further questions on this topic at the meeting if desired.

4. **Bill 2024-09, Lead ban.** This bill adopts a state model ordinance, implementing a ban on lead-based materials in both public and private drinking water systems. The City previously had a ban in place, but it was part of a larger ordinance that was repealed. This bill implements the ban as a stand-alone ordinance and assures that it is in place. We are required by federal law to complete a lead inventory of our system by October, 2024, and we need to get moving on this. The Lead Ban here is also part of that effort.
5. **Resolution 2024-05 Cochran contract, PPMP.** This Resolution approves a contract agreement with Cochran Engineering for design and construction management of the 2024 road improvement project. We are proposing the following road sections with this project:
  - Spring Cove Rd entrance
  - Oddo Drive
  - Castle Garden Rd, but only the top section, app 1,800 LF
  - Deer Valley Rd, but only City limits, approximately 2,000 LF
  - Indian Hill Rd, top section in City limits, to Sunrise Acres Dr, 1,200 LF

The total fee is \$39,948, which is split between design (\$17,755) and construction administration (\$22,193). I feel the fees are reasonable and within budget expectations. Assuming Board approval we will get this project moving as quickly as possible, with bidding hopefully yet in April, with construction sometime late spring / summer 2024. I can address further questions on this topic at the meeting.

6. **Resolution 2024-06 Police Payscale system.** This Resolution adopts a payscale system for the Police Department. This idea was proposed by Chief Craig who provided the initial draft, and I then refined it a bit. The system includes the "step and grade" pay scale as well as the job descriptions for each category. I feel having a system in place is good practice, even for a small



department such as ours. It allows the Board to set the various pay levels in a systematic approach, as opposed to something more arbitrary, and it gives the officers clear expectations for pay going forward. I have been very careful to make clear that adopting the scale does not contractually obligate the Board, and the scale is subject to review and adjustment at any time. Having said this we would expect the scale to remain in place going forward, with Board adjustments typically reviewed annually, both at the starting pay and incremental step pay level.

The starting pay in the scale is set at \$20 per hour, which we feel is pretty strong and which we hope will generate a strong pool of applicants for the fourth full-time position. The incremental step percentage is 1.5 percent, which essentially represents a COLA. I would be fine with a 1.5 percent annual increase, but would not be comfortable going any further. In the event of a major economic downturn, the Board could opt to “freeze” the scale; this is a decision typically made during budget adoption.

I would note that advancement on the scale is not a sure thing and requires that officers pass their employee evaluations with satisfactory scores. An officer who is not meeting expectations could be kept at the same step and grade; on the other hand an officer who meets the criteria for advancement would be eligible for advancement and may move up on the scale.

I would credit Chief Craig for his work on this. He and I would both be happy to address further questions from the Board on this issue.

7. **Bill 24-04, Final Plat, Trunck Subdivision.** This bill is up for a second reading and would give approval to Trunck Subdivision, a four-lot subdivision at the corner of Beachwood Drive and Old Sunrise Acres Road. The final plat document presented at the February meeting has been revised and is now in substantial conformance with City ordinance, with a few minor corrections to be made prior to recording. I have not heard any comments or questions on this item since it was first introduced last month, and in our judgment is ready for final approval.
  
8. **Resolution 24-04, Backhoe purchase / lease.** This Resolution was tabled last month for further Board review, and to enable local banks to bid on the financing. We put out a Request for Proposals last month and received two responses, summarized in the table below. The interest rates as provided by both John Deere and Caterpillar are both less than the rates proposed by the local banks, so we would recommend going with the finance options as provided by the respective dealers. I would note that the purchase price and the finance terms are both procured through Sourcewell Cooperative Purchasing contract pricing, as authorized under our procurement ordinance (We are Sourcewell member # 223265). With respect to the specific unit we are recommending, the John Deere and Caterpillar 420-07 are very comparable, both in utility and price. Public Works Superintendent Andy Bayerl has been reviewing each unit and will make a final recommendation to the Board at the meeting. With respect to the Caterpillar, we do recommend the 420-07 unit, which is slightly larger and more suited for the steep hills and grades in the Village.

<b>Backhoe price comparisons</b>			
<b>Unit</b>	<b>John Deere 320</b>	<b>Caterpillar 416-07</b>	<b>Caterpillar 420-07</b>
Purchase Price	\$149,500	\$143,715	\$151,620

Finance comparisons	Amount financed	Rate	Term	Conditions	Annual payment	Total payments
Caterpillar (420-07 unit)	\$152,020	6.99%	60 mos	Stub payment of \$44,000; 5 annual payments of \$27,491.93	\$27,492	\$170,085
John Deere	\$149,520	5.65%	60 mos	6 equal payments	\$28,559	\$171,533
Bank of Versailles	\$150,000	7.40%	60 mos	City to draft lease-purchase documents	\$35,988	\$179,940
Oak Star	\$120,000	8.875%	60 mos	\$30k down, \$120K to be financed	\$29,888	\$179,443

9. **Surplus property, Ford Expedition.** We have had some difficulty with this vehicle recently and I am requesting the Board declare it surplus property and authorize the City to put it up for sale. The vehicle was envisioned as an “Admin Car” for use by City Hall staff in running local errands and also to use for travel to meetings and conferences. However the vehicle at this point is not reliable and I would not want to require the City Hall staff to use it regularly, especially for travel. Ideally we could buy a fleet vehicle off the Missouri state contract as a replacement, but I am not ready to propose that just yet. In the interim we will continue to reimburse for mileage.
  
10. **Clines construction bid, electric service relocation & parking lot improvement.** We are proposing to relocate the electric service to the building, which would enable us to remove the utility at the entrance to the parking lot, and create some additional parking spaces. We have a bid for Clines construction for this project and have been looking for other bidders, so far to no avail. Superintendent Bayerl has been leading this project and can provide further information at the meeting.
  
11. **George Roemer forgiveness request, water leak.** Mr. Roemer had a catastrophic water leak at his residence on Oakridge, and is appealing to the City for forgiveness of his water bill in the amount of \$1,354.50. His request is in the Board packet. The Board has taken such action in the past, though we would recommend modifications to this policy going forward. For now however we feel the request is valid.
  
12. **Information items.** The following are information items only, to update the Board on various activities:
  - **UV Disinfection costs, Wastewater Treatment Facilities.** At the February meeting it was suggested the City operate the UV disinfection system at the south Wastewater Treatment Plant. As discussed then, this is not required by our MDNR permit, but I thought it would be helpful to know the approximate cost. Upon review of our electric costs at both the south and north plants, it appears the additional electric costs would be around \$2,300 to \$2,500 total. We would also incur some costs for replacement of bulbs and other equipment, which last year totaled about \$1,500. We did incur a \$20,631 expense in March, 2023 for new UV equipment at the south plant, though this would not be an ongoing expense. If we want to sample the effluent we would incur some additional sampling / testing costs; this would be at our option and would not be required. At this point my recommendation is to turn on the UV system April 1 as required by permit, and review this issue more thoroughly in the coming months, with a decision on the winter season to come this fall.

- **Missouri DNR SRF application.** We submitted our application March 1 for the 2024 SRF cycle. We are proposing a \$2.6 million project to upgrade the north treatment plant, expanding capacity to eventually shut down the south plant. We are hoping to get an Affordability Grant (typically 50 percent) and possibly also a Community Development Block Grant. If these pieces fall together then we would have approximately \$1.75 million in grants, with the remaining \$900K (estimated) coming from low interest loans. The earliest construction would happen is late 2025, with 2026 the much more likely scenario. Please note that the \$2.6 million figure includes a 30 percent contingency.
- **The Phase III sewer contract Change Order 2** has a net deduct in the contract price, which of course is a good thing and is a credit to the project management from Shoreline Engineering. The total contract price now is \$2,789,733, a deduct of \$3,285. This change order includes the Summer Point extension. The contract time has been extended by a month (May 27) so at this point we expect completion no later than that date.

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](mailto:steve.roth@sunrisebeachmo.gov).

Thank you,



Steve Roth  
City Manager



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Sunrise Beach Police Dept  
32 Sunset Hills CT

March 7, 2024

In the month of February the Sunrise Beach Police Department had fifty calls for service, two hundred and forty five self initiated activities, issued thirty one citations and twenty two warnings.

On February 27th Linn Creek Police Department was involved in a pursuit where the suspect significantly damaged two of their vehicles. The damage caused the two vehicles to be taken out of service, leaving them with only one patrol vehicle. I would like to thank our Chairman and City Manager for giving me the blessing to loan one of our vehicles to Linn Creek for a few weeks. The Mayor and Chief of Police of Linn Creek have both expressed their gratitude as this allows them to continue to service their citizens as they normally would.

On February 22nd Greg Gordon told me that he would be donating a Lifepak 1000 AED to the department! Sunrise Beach Fire Protection District has agreed to renew our CPR certifications and train us in the use of the new AED at no charge. This is a critical lifesaving tool that will be transferred from car to car during shift change, it is my hope to apply for at least two more through grants.

Highway safety is becoming my focal point with summer approaching and the toll bridge transferring to MoDot. This month officers will be focusing on the top two contributors to crashes, speeding violations and following too close.

A handwritten signature in black ink, appearing to read "Scott Craig".

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Scott Craig, Chief of Police

**Bill No. 2024-05**

**Ordinance No. \_\_\_\_\_**

**AN ORDINANCE ADOPTING THE VILLAGE OF SUNRISE BEACH BUDGET FOR THE 2025 FISCAL YEAR; THEREBY ADOPTING THE SCHEDULES OF REVENUES AND EXPENDITURES FOR EACH FUND, AND THE CAPITAL OUTLAY, DEBT SERVICE AND EMPLOYEE PAY AND BENEFITS PLANS, TOGETHER AS CONTAINED THEREIN**

**WHEREAS**, the City Manager of the Village of Sunrise Beach, serving as the designated Budget Officer of the Village, has prepared a budget for the Village to become effective April 1, 2024, and has published a copy of the budget available for inspection at City Hall and on the Village website; and

**WHEREAS**, the Board of Trustees has previously adopted Ordinance 2024-01, changing the Village fiscal year from April 1 – March 31 to January 1 – December 31, which requires the Village prepare and adopt a budget for the nine month April 1 – December 31 period, prior to the next fiscal year beginning January 1, 2025; therefore the FY 2025 budget as herein submitted is for the nine month April 1 – December 31, 2024 period; and

**WHEREAS**, following a public hearing on the proposed budget at the March 12, 2024 meeting of the Board of Trustees, the Board desires to act on said budget as presented;

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

SECTION 1. The Fiscal Year 2025 Budget of the Village of Sunrise Beach, Missouri, in the form attached hereto as “Exhibit A” is hereby approved and adopted by the Board of Trustees, subject to the following:

- A. Expenditures as contained in the Budget shall be subject to the provisions of the Procurement Policy of the Village of Sunrise Beach (Ordinance 2023-19) and may require further authorization of the Board of Trustees as therein provided.
- B. Employee pay and benefits as provided in the Pay and Benefits schedule shall not be amended or exceeded without further action of the Board of Trustees, with the exception of longevity increases as authorized in the adopted Personnel Manual.
- C. The FY 25 Budget as herein adopted becomes effective April 1, 2024 and shall run through December 31, 2024, unless otherwise modified or amended by action of the Board of Trustees.

PASSED BY THE BOARD OF TRUSTEES THIS \_\_\_\_ DAY OF \_\_\_\_\_,  
2024.

First Reading Date: \_\_\_\_\_

Second Reading Date: \_\_\_\_\_

Roll Call Vote: Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

APPROVED BY THE BOARD OF TRUSTEES THIS \_\_\_\_ DAY OF \_\_\_\_\_,  
2024.

\_\_\_\_\_  
Susan Schneider, Chair

Attest:

\_\_\_\_\_  
City Clerk

**BILL NO. 2024-06**

**ORDINANCE NO.**

**AN ORDINANCE OF THE VILLAGE OF SUNRISE BEACH, MISSOURI  
TO ESTABLISH A PROCEDURE TO DISCLOSE POTENTIAL  
CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR  
CERTAIN MUNICIPAL OFFICIALS**

**WHEREAS**, Section 105.485 RSMo. requires the Chairperson and Trustees, as well as certain other officials to file an annual personal financial disclosure on a form proscribed by the State; and

**WHEREAS**, Section 105.485.4, RSMo. allows each political subdivision the option of biennially adopting its own method of disclosing conflicts of interest and personal financial disclosure;

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

Section 1. Declaration of Policy. The proper operation of municipal government requires that public officials and employees be independent, impartial, and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the Village.

Section 2. Definitions: The following definitions apply to this ordinance:

*Business entity.* A corporation, association, firm, partnership, proprietorship, or business entity of any kind or character.

*Dependent child.* All children, stepchildren, foster children, and wards under the age of eighteen (18) residing in the person's household and who receive in excess of fifty (50) percent of their support from the person.

*Substantial interest.* Ownership by the individual, the individual's spouse or the individual's dependent children, whether singularly or collectively, directly or indirectly, of ten (10) percent or more of any business entity, or of an interest having a value of ten thousand dollars (\$10,000.00) or more, or the receipt by an individual, the individual's spouse or the individual's dependent children, whether singularly or collectively, of a salary, gratuity, or other compensation or remuneration of five thousand dollars (\$5,000.00) or more per year from any individual, partnership, organization, or association within any calendar year.

*Substantial personal or private interest in any measure, bill, order, or ordinance.* Any interest in a measure, bill, order, or ordinance which results from a substantial interest in a business entity.

Section 3. Conflicts of Interest.

a. All elected and appointed officials, as well as employees of a political subdivision, must comply with the relevant sections of Chapter 105 of the Missouri Revised Statutes on conflicts of interest as well as any other state law governing official conduct.

b. Any member of the Board of Trustees who has a substantial personal or private interest in any measure, bill, order, or ordinance proposed or pending before the Board must disclose that interest to the Village Clerk, and such disclosure shall be recorded in the Board minutes.

Section 4. Disclosure Reports. Each elected official, candidate for elective office, and the Village Administrator, who serves as the chief administrative officer and the chief purchasing officer, shall disclose the following information by May 1 if any such transactions were engaged in during the previous calendar year:

- a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision; and
- b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.
- c. The Village Administrator also shall disclose by May 1 for the previous calendar year the following information:
  - 1) The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;
  - 2) The name and address of each sole proprietorship that he owned; the name, address, and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;
  - 3) The name and address of each corporation for which such person served in the capacity of a director, officer, or receiver.

Section 5. Filing of Reports. The reports giving the financial information required in Section 4. shall be filed with the Village Clerk and the Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.



Section 6. When Filed.

The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year:

1. Every other person required to file a financial interest statement shall file the statement annually no later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the Board of Trustees may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.
2. Each person appointed to office shall file the statement within thirty days of such appointment or employment covering the calendar year ending the previous December 31;
3. Every candidate required to file a personal financial disclosure statement shall file no later than fourteen days after the close of filing at which the candidate seeks election.
4. The time period of this statement shall cover the twelve months prior to the closing date of filing for candidacy.

Section 7. Filing of Ordinance. A certified copy of the ordinance adopted prior to September 15, 2024, shall be sent within ten days of its adoption to the Missouri Ethics Commission.

Section 8. Effective Date. This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect for two years from the date of passage.

PASSED BY THE BOARD OF TRUSTEES THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

First Reading Date: \_\_\_\_\_

Second Reading Date: \_\_\_\_\_

Roll Call Vote: Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

APPROVED BY THE BOARD OF TRUSTEES THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

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Susan Schneider, Chair

Attest:

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City Clerk

**Bill No: 2024-07**

**Ordinance No:**

**AN ORDINANCE REGULATING THE USE OF PUBLIC WATER SYSTEM, THE INSTALLATION AND CONNECTION OF WATER SERVICE, AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF IN THE VILLAGE OF SUNRISE BEACH, MISSOURI**

**WHEREAS**, the Board of Trustees of the Village of Sunrise Beach, Missouri has previously adopted Ordinance 2018-08, providing for rules and regulations for drinking water service in the Village of Sunrise Beach; and

**WHEREAS**, the Board of Trustees desires to repeal and replace the regulations as adopted by Ordinance 2018-08, thereby establishing a new set of rules and regulations governing drinking water services in the Village of Sunrise Beach; and

**WHEREAS**, the Missouri Department of Natural Resources provides a model ordinance for public drinking water utility providers in the State of Missouri, and the Board of Trustees desires to adopt the model ordinance, with certain modifications specific to the Village of Sunrise Beach;

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

**ARTICLE I**

Unless the context specifically indicates otherwise, the meaning of terms used in this ordinance shall be as follows:

Section 1: “Water Distribution System” shall mean all piping, conduits, valves, hydrants, storage facilities, pumps and other appurtenances, excluding service connections, which serve to deliver water from a water treatment plant or source to the public.

Section 2: “Service connection” shall mean each individual connection of a user to a water main or pipe for the purpose of conveying water to a point of use.

Section 3: “Service Line” shall mean any water line or pipe connected to a public water supply’s distribution main or pipe that conveys water to a point of use. Each service line is owned and maintained by the customer at that service connection and such line begins at the customer’s side of the meter.

Section 4: “Water Main” shall mean any water main line or pipe which conveys water to a point of use from a water treatment plant, source, or water storage facility. Water mains are owned and maintained by the Village.

Section 5: “Water Treatment Plant” shall mean a facility which uses specific

processes such as sedimentation, coagulation, filtration, disinfection, aeration, oxidation, ion exchange, fluoridation, or other processes which serve to add components or to alter or remove contaminants from a water supply source.

Section 6: "Water Meter" shall mean a water volume measuring and recording device, furnished and/or installed by the Village or furnished and/or installed by a user and approved by the Village. Each individual service connection shall have a water meter.

Section 7: "Cross-connection" shall mean any actual or potential connection or structural arrangement between a public water system and any other source or system through which it is possible to introduce into any part of the public water system any used water, industrial fluid, gas or substance other than the intended potable water with which the system is supplied. By-pass arrangements, jumper connections, removable sections, swivel or change-over devices and any other temporary or permanent devices through which or because of which, backflow can or may occur are considered cross-connections.

Section 8: "Person" shall mean any individual, firm, company, association, society, corporation, or group.

Section 9: "pH" shall mean the negative logarithm of the concentration of hydrogen ions in an aqueous solution.

Section 10: "Public Water System" shall mean a system for provision to the public of piped water for human consumption, if the system has at least fifteen (15) service connections or regularly serves at least twenty-five (25) individuals daily at least sixty days out of the year. The system includes any collection, treatment, storage or distribution facilities used in connection with the system. A public water system is either a community water system or a non-community water system.

Section 11: "Community Water System" shall mean a public water system which serves at least fifteen (15) service connections or regularly serves at least twenty-five (25) residents on a year-round basis.

Section 12: "Sanitary Sewer" shall mean a sewer which carries sewage and to which storm, surface and groundwaters are not intentionally admitted.

Section 13: "Shall" is mandatory; "May" is permissive

Section 14: "Superintendent" shall mean the Superintendent of Water Works, who is in responsible charge of the operation and maintenance of the public water supply serving the Village.

## **ARTICLE II**

Section 1: The waterworks and the sanitary sewage system of the Village of Sunrise Beach, Missouri and all future improvements and extensions thereto, whether to the waterworks or to the sanitary sewage system or to both, shall be and the same are combined and it is hereby declared that said waterworks and said sewage

system, and all future improvements and extensions thereto as aforesaid, shall thenceforth be operated and maintained as a Combined Waterworks and Sewerage System.

Section 2: The owner of all houses, buildings, or properties used for human employment, recreation, residence or other purposes, situated within the Village and abutting on any street, alley, or right-of-way in which there is now located or may in the future be located access to a public water system within 100 feet of the property line, is hereby required to connect to such facilities in accordance with the provisions of this ordinance, within ninety (90) days after date of official notice to do so. Exception: Properties that are located within 100 feet of public water and as of the effective date of the ordinance are exempt from this provision (ie grandfathered); however any such property will be required to connect within 90 days upon the sale or transfer of the property.

### **ARTICLE III**

Section 1: Before commencement of construction of a privately owned public water system in the Village's jurisdiction, the owner shall first obtain a written permit from the Board of Trustees. The application for such permit shall be made on a form furnished by the Village which the applicant shall supplement by any plans, specifications, and other information as are deemed necessary by the Superintendent. A permit and inspection fee of \$500.00 shall be paid to the Village at the time the application is filed.

Section 2: No statement contained in this article shall be construed to interfere with any additional requirements that may be imposed by a duly authorized Health Officer of any authority having jurisdiction.

Section 3: When a public water system becomes available, customers that connect must physically disconnect from the existing private system (well), in accordance with the Village's cross-connection prevention ordinance. The well shall then be properly plugged in accordance with guidelines established by the Missouri Department of Natural Resources Division of Geology and Land Survey (DGLS) and outlined in state regulation 10 CSR 23 – 3.110 as amended, unless the owner wants to keep it functional for uses other than providing drinking water. A well may only be kept if it remains physically disconnected from the public water supply's distribution system, has a functional pump, is connected to an electrical service, and is pumped at least once in a twelve-month period.

Upon connecting to the public water system, the appropriate DNR Regional Office shall be notified, in writing, that the connection(s) have been completed.

### **ARTICLE IV**

Section 1: No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public water system or appurtenance thereof without first obtaining a written permit from the Superintendent.

Section 2: There shall be two (2) classes of water system connection permits: (a) for residential and commercial service, and (b) industrial service. In either case, the owner or his agent shall make application on a special form furnished by the Village. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the Superintendent. A permit and inspection fee of \$1,500.00 for a residential or commercial building permit and \$2,500 for an industrial permit shall be paid to the Village at the time the application is filed. Except as noted below, the costs of the water meter, meter pit and appurtenances for each class of connection shall be borne by the Village. For commercial and industrial connections, the Village reserves the right to modify the fee based on the actual costs of the water meter, meter pit and appurtenances necessary to serve the commercial business or industry.

Section 3: All costs and expenses incident to the installation of the water meter, meter pit and appurtenances, service line and connection to the public water system shall be borne by the owner. The owner shall indemnify the Village from any loss or damage that may directly or indirectly be occasioned by the installation of the water service. Once the connection is complete and put into service, the Village shall own and maintain the water meter, meter pit and appurtenances; the Owner shall own and maintain the service line connection from the meter to the building, and the water system plumbing and piping inside the building.

Section 4: A separate and independent service connection shall be provided for every building.

Section 5: The size, alignment, material used in the construction of new or the replacement of the existing public water system, and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench, shall all conform to the requirements of the most recent edition of the Missouri Department of Natural Resources (MDNR), Public Drinking Water Program, Design Guide for Community Public Water Supplies. A Permit to Construct, issued by MDNR, will be received prior to construction, alteration or extension of the water system.

Section 6: The applicant for a public water system connection permit shall notify the Superintendent when service line is ready for inspection and connection to the water system. The connection shall be made under the supervision of the Superintendent or his representative.

Section 7: All excavations for public water system improvements, replacements or repairs shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the Village.

Section 8: Extensions of public water mains shall be subject to review and approval by the Superintendent and / or by the Board of Trustees. In general, the developer / owner shall be responsible for all costs of construction, and the Village shall

accept ownership once the facilities are constructed and inspected / approved by the Superintendent. The Board however may in its sole discretion authorize cooperative agreements with owners / developers providing for construction of public mains and appurtenances.

**Section 9:** Customers outside the corporate limits of the Village of Sunrise Beach requesting connection to the Village water system must submit a valid annexation petition for all property contiguous to the Village corporate boundaries before any connection will be approved, unless modified by a valid intergovernmental agreement providing for alternative conditions of service. If the customer's property is not contiguous to the Village corporate boundaries, the customer must enter into an annexation agreement which shall permit the Village to annex the property at the time it becomes contiguous or otherwise eligible for annexation into the Village.

#### **ARTICLE V**

**Section 1:** No unauthorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is part of the public water system. Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct.

#### **ARTICLE VI**

**Section 1:** The Superintendent and other duly authorized employees of the Village bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing in accordance with the provisions of this Ordinance.

**Section 2:** While performing the necessary work on private properties referred to in Article VI, Section 1 above, the Superintendent or duly authorized employees of the Village shall observe all safety rules applicable to the premises established by the company and the company shall be held harmless for injury or death to the Village employees and the Village shall indemnify the company against loss or damage to its property by Village employees and against liability claims and demands for personal injury or property damage asserted against the company and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the company to maintain safe conditions.

**Section 3:** The Superintendent and other duly authorized employees of the Village bearing proper credentials and identification shall be permitted to enter all private properties through which the Village holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the public water system lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

#### **ARTICLE VII**

Section 1: Any person found to be violating any provision of this Ordinance except Article V shall be served by the Village with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.

Section 2: Any person who shall continue any violation beyond the time limit provided for in Article VII, Section 1, shall be guilty of a misdemeanor, and on conviction thereof shall be fined in the amount not exceeding \$500.00 for each violation. Each 24-hour period in which any such violation shall continue shall be deemed a separate offense.

Section 3: Any person violating any of the provisions of this Ordinance shall become liable to the Village for any expense, loss, or damage occasioned the Village by reason of such violation.

### **ARTICLE VIII**

Section 1: All ordinance or parts of ordinances in conflict herewith are hereby repealed.

Section 2: The invalidity of any section, clause, sentence, or provision of this ordinance shall not affect the validity of any other part of this ordinance which can be given effect without such invalid part or parts.

### **ARTICLE IX**

Section 1: This ordinance shall be in full force and effect from after its passage, approval, recording, and publication as provided by law.

PASSED BY THE BOARD OF TRUSTEES THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

First Reading Date: \_\_\_\_\_

Second Reading Date: \_\_\_\_\_

Roll Call Vote: Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

APPROVED BY THE BOARD OF TRUSTEES THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
Susan Schneider, Chair

Attest:

\_\_\_\_\_  
City Clerk

**Bill No: 2024-08**

**Ordinance No:**

**AN ORDINANCE REGULATING THE USE OF THE VILLAGE OF SUNRISE BEACH PUBLIC SANITARY SEWER SYSTEM, THE INSTALLATION AND CONNECTION OF SANITARY SEWER SERVICE, AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF IN THE VILLAGE OF SUNRISE BEACH, MISSOURI**

**WHEREAS**, the Board of Trustees of the Village of Sunrise Beach, Missouri has previously adopted Ordinance 2018-08, providing for rules and regulations for sanitary sewer service in the Village of Sunrise Beach; and

**WHEREAS**, the Board of Trustees desires to repeal and replace the regulations as adopted by Ordinance 2018-08, thereby establishing a new set of rules and regulations governing sanitary sewer services in the Village of Sunrise Beach; and

**WHEREAS**, the Missouri Department of Natural Resources provides a model ordinance for public sanitary sewer utility providers in the State of Missouri, and the Board of Trustees desires to adopt the model ordinance, with certain modifications specific to the Village of Sunrise Beach;

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

**ARTICLE I**

Unless the context specifically indicates otherwise, the meaning of terms used in this ordinance shall be as follows:

Section 1: "BOD" (denoting Biochemical Oxygen Demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20°C, expressed in milligrams per liter.

Section 2: "Building Drain" shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the inner face of the building wall.

Section 3: "Building Sewer" shall mean the extension from the building drain to the public sewer or other place of disposal.

Section 4: "Combined Sewer" shall mean a sewer receiving both surface



runoff and sewage.

Section 5: "Garbage" shall mean solid wastes from the domestic and commercial preparation, cooking and dispensing of food, and from the handling, storage and sale of produce.

Section 6: "Industrial Wastes" shall mean the liquid wastes from industrial manufacturing processes, trade, or business as distinct from sanitary sewage.

Section 7: "Natural Outlet" shall mean any outlet into a watercourse, pond, ditch, lake or other body of surface or groundwater.

Section 8: "Person" shall mean any individual, firm, company, association, society, corporation, or group.

Section 9: "pH" shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

Section 10: "Properly Shredded Garbage" shall mean the wastes from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half (1/2) inch (1.27 centimeters) in any dimension.

Section 11: "Public Sewer" shall mean a sewer in which all owners of abutting properties have equal rights, and is controlled by public authority.

Section 12: "Sanitary Sewer" shall mean a sewer which carries sewage and to which storm, surface and groundwaters are not intentionally admitted.

Section 13: "Sewage" shall mean a combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments, together with such ground, surface, and storm waters as may be present.

Section 14: "Sewage Treatment Plant" shall mean any arrangement of devices and structures used for treating sewage.

Section 15: "Sewage Works" shall mean all facilities for collection, pumping, treating and disposing of sewage.

Section 16: "Sewer" shall mean a pipe or conduit for carrying sewage.

Section 17: "Shall" is mandatory; "May" is permissive

Section 18: "Slug" shall mean any discharge of water, sewage, or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the

average twenty-four (24) hour concentration or flows during normal operation.

Section 19: "Storm Drain" (sometimes termed "storm sewer") shall mean a sewer which carries storm and surface waters and drainage, and unpolluted cooling water, but excludes sewage and industrial wastes.

Section 20: "Superintendent" shall mean the Superintendent of Sewage Works and/or Water Pollution Control of the Village of Sunrise Beach, Missouri, or his authorized deputy, agent, or representative.

Section 21: "Suspended Solids: shall mean solids that either float on the surface of, or are in suspension in water, sewage, or other liquids, and which are removable by laboratory filtering.

Section 22: "Watercourse" shall mean a channel in which a flow of water occurs, either continuously or intermittently.

## **ARTICLE II**

Section 1: The waterworks and the sanitary sewage system of the Village of Sunrise Beach, Missouri and all future improvements and extensions thereto, whether to the waterworks or to the sanitary sewage system or to both, shall be and the same are combined and it is hereby declared that said waterworks and said sewage system, and all future improvements and extensions thereto as aforesaid, shall thenceforth be operated and maintained as a Combined Waterworks and Sewerage System.

Section 2: It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the Village of Sunrise Beach, or in any area under the jurisdiction of said Village, any human or animal excrement, garbage, or other objectionable waste.

Section 3: It shall be unlawful to discharge to any natural outlet within the Village of, or in any area under the jurisdiction of said Village of, any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this ordinance.

Section 4: Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage.

Section 5: The owner of all houses, buildings, or properties used for human employment, recreation, residence or other purposes, situated within the Village and abutting on any street, alley, or right-of-way in which there is now located or may in the future be located access to the Village sanitary sewer system within 100 feet of the property line, is hereby required to connect to such facilities in accordance with the

provisions of this ordinance, within ninety (90) days after date of official notice to do so. Exception: Properties that are located within 100 feet of sanitary sewer service as of the effective date of the ordinance are exempt from this provision (ie grandfathered); however any such property will be required to connect within 90 days upon the sale or transfer of the property.

### **ARTICLE III**

Section 1: Where a public sanitary or combined sewer is not available under the provisions of Article II, Section 4, the building sewer shall be connected to a private sewage disposal system complying with the provisions of this article.

Section 2: Before commencement of construction of a private sewage disposal system the owner shall first obtain a written permit signed by the Superintendent. The application for such permit shall be made on a form furnished by the Village which the applicant shall supplement by any plans, specifications, and other information as are deemed necessary by the Superintendent. A permit and inspection fee of \$500.00 shall be paid to the Village at the time the application is filed.

Section 3: A permit for a private sewage disposal system shall not become effective until the installation is completed to the satisfaction of the Superintendent. He shall be allowed to inspect the work at any stage of construction and, in any event, the applicant for the permit shall notify the Superintendent when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within two (2) business days of the receipt of notice by the Superintendent.

Section 4: The type, capabilities, location, and layout of a private sewage disposal system shall comply with all recommendations of the Department of Public Health of the State of Missouri. No permit shall be issued for any private sewage disposal system employing subsurface soil absorption facilities where the area of the lot is less than 40,000 square feet. No septic tank or cesspool shall be permitted to discharge to any natural outlet.

Section 5: At such time as a public sewer becomes available to a property served by a private sewage disposal system, as provided in Article II, Section 4, a direct connection shall be made to the public sewer in compliance with this ordinance, and any septic tanks, cesspools, and similar private sewage disposal facilities shall be abandoned and filled with suitable material.

Section 6: The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the Village

Section 7: No statement contained in this article shall be construed to interfere with any additional requirements that may be imposed by a duly authorized Health Officer of any authority having jurisdiction

Section 8: When a public sewer becomes available, the building sewer shall be connected to said sewer within ninety (90) days and the private sewage disposal system shall be cleaned of sludge and filled with suitable material.

#### **ARTICLE IV**

Section 1: No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the Superintendent.

Section 2: There shall be two (2) classes of sewer system connection permits: (a) for residential and commercial service, and (b) industrial service. In either case, the owner or his agent shall make application on a special form furnished by the Village. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the Superintendent. A permit and inspection fee of \$1,500.00 for a residential or commercial building permit and \$2,500 for an industrial permit shall be paid to the Village at the time the application is filed. Except as noted below, the costs of the sewage grinder pump, sewage tank and appurtenances for each class of connection shall be borne by the Village. For commercial and industrial connections, the Village reserves the right to modify the fee based on the actual costs of the sewage grinder station, sewage tank and appurtenances necessary to serve the commercial business or industry.

Section 3: All costs and expenses incident to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the Village from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer. Once the connection is complete and put into service, the Village shall own and maintain the sewage grinder pump, sewage tank and appurtenances; the Owner shall own and maintain the service line connection from the sewage grinder tank to the building, and the sewage system plumbing and piping inside the building.

Section 4: It is the policy of the Village of Sunrise Beach that any sanitary sewer connection is strictly conditioned upon the property also having Village drinking water service. Exceptions may be granted by the Board of Trustees for good cause.

Section 5: A separate and independent building sewer shall be provided for every building; except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, courtyard, or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.

Section 6: Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the Superintendent, to meet all requirements of this ordinance.

Section 7: The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench, shall all conform to the requirements of the building and plumbing code or other applicable rules and regulations of the Village. In the absence of code provisions of in amplification thereof, the materials and procedures set forth in appropriate specifications of the A.S.T.M. and W.E.F. Manual of Practice No. 9 shall apply.

Section 8: Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.

Section 9: The connection of the building sewer into the public sewer shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the Village, or the procedures set forth in appropriate specifications of the A.S.T.M. and the W.E.F. Manual of Practice No. 9. All such connections shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be approved by the Superintendent before installation.

Section 10: The applicant for the building sewer permit shall notify the Superintendent when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the Superintendent or his representative.

Section 11: All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the Village.

Section 12: Extensions of public sanitary sewer mains shall be subject to review and approval by the Superintendent and / or by the Board of Trustees. In general, the developer / owner shall be responsible for all costs of construction, and the Village shall accept ownership once the facilities are constructed and inspected / approved by the Superintendent. The Board however may in its sole discretion authorize cooperative agreements with owners / developers providing for construction of public mains and appurtenances.

Section 13: Customers located outside the corporate limits of the Village of Sunrise Beach requesting connection to the Village sanitary sewer system must submit a valid annexation petition for all property contiguous to the Village corporate boundaries before any connection will be approved, unless modified by a valid intergovernmental agreement providing for alternative conditions of service. If the customer's property is not contiguous to the Village corporate boundaries, the customer must enter into an annexation agreement which shall permit the Village to annex the property at the time it

becomes contiguous or otherwise eligible for annexation into the Village.

## ARTICLE V

Section 1: No person shall discharge any stormwater, surface water, groundwater, roof runoff, subsurface drainage, including interior and exterior foundation drains, other sources of surface runoff or groundwater, uncontaminated cooling water, or unpolluted industrial process waters to any sanitary sewer.

Section 2: Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers, or to a natural outlet approved by the Superintendent. Industrial cooling water or unpolluted process waters may be discharged on approval of the Superintendent, to a storm sewer, combined sewer, or natural outlet.

Section 3: No person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewers:

- (a) Any gasoline, benzene, naphta, fuel oil, or other flammable or explosive liquid, solid, or gas.
- (b) Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard in the receiving waters of the sewage treatment plant, including but not limited to cyanides in excess of two (2) mg/l as CN in the wastes as discharged to the public sewer.
- (c) Any waters or wastes having a pH lower than 5.5, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.
- (d) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, mild containers, etc., either whole or ground by garbage grinders.

Section 4: No person shall discharge or cause to be discharged the following described substances, materials, waters, or wastes if it appears likely in the opinion of the

Superintendent that such wastes can harm either the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property or constitute a nuisance. In forming an opinion as to the acceptability of these wastes, the Superintendent will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of wastes in the sewage treatment plant, and other pertinent factors. The substances prohibited are:

- (a) Any liquid or vapor having a temperature higher than one hundred fifty degrees Fahrenheit (150<sup>o</sup> F) or (65 <sup>o</sup>C).
- (b) Any water or wastes containing fats, wax, grease or oils, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two and one hundred fifty degrees Fahrenheit (32<sup>o</sup> F and 150<sup>o</sup> F) or (0 and 65 <sup>o</sup>C).
- (c) Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of three-fourths (3/4) horsepower (0.76 hp metric) or greater shall be subject to the review and approval of the Superintendent.
- (d) Any waters or wastes containing strong acid, iron, pickling wastes or concentrated plating solutions, whether neutralized or not.
- (e) Any waters or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances; or wastes exerting an excessive chlorine requirement, to such degree that any such material received in the composite sewage at the sewage treatment works exceeds the limits established by the Superintendent for such materials.
- (f) Any waters or wastes containing phenols or other taste or odor-producing substances, in such concentrations exceeding limits which may be established by the Superintendent as necessary, after treatment of the composite sewage, to meet the requirements of State, Federal, or other public agencies of jurisdiction for such discharge to the receiving waters.
- (g) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the

Superintendent in compliance with applicable State or Federal regulations.

- (h) Any waters or wastes having a pH in excess of 9.5.
- (i) Materials which exert or cause:
  - (1) Unusual concentrations of inert suspended solids (such as, but not limited to, Fullers earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride or sodium sulfate).
  - (2) Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).
  - (3) Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works.
  - (4) Unusual volumes of flow or concentration of wastes constituting "slugs" as defined herein.
- (j) Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of the other agencies having jurisdiction over discharge to the receiving waters.
- (k) Any waters or wastes having (1) a BOD greater than 300 parts per million by weight, or (2) containing more than 350 parts per million by weight of suspended solids, or (3) having an average daily flow greater than 2 percent of the average sewage flow of the Village shall be subject to the review of the Superintendent. Where necessary in the opinion of the Superintendent, the owner shall provide, at his expense, such preliminary treatment as may be necessary to (1) reduce the biochemical oxygen demand to 300 parts per million by weight, or (2) reduce the suspended solids to 350 parts per million by weight, or (3) control the quantities and rates of discharge of such waters or wastes. Plans, specifications, and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the



Superintendent and no construction of such facilities shall be commenced until said approvals are obtained in writing.

Section 5: If any waters or wastes are discharged, or are proposed to be discharged to the public sewers, which waters containing the substances or possess the characteristics enumerated in Section 4 of this Article, and which in the judgment of the Superintendent, may have a deleterious effect upon the sewage works, processes, equipment, or receiving waters, or which otherwise create a hazard to life to constitute a public nuisance, the Superintendent may:

- (a) Reject the wastes,
- (b) Require pretreatment to an acceptable condition for discharge to the public sewers,
- (c) Require control over the quantities and rates of discharge, and/or
- (d) Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions of Section 10 of the Article.

If the Superintendent permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the Superintendent, and subject to the requirements of all applicable codes, ordinances and laws.

Section 6: Grease, oil, and sand interceptors shall be provided when, in the opinion of the Superintendent, they are necessary for the proper handling of liquid wastes, sand, or other harmful ingredients: except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the Superintendent, and shall be located as to be readily and easily accessible for cleaning and inspection.

Section 7: Where preliminary treatment or flow-equalizing facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at his expense.

Section 8: When required by the Superintendent, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable control manhole together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling, and measurement of the wastes. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the Superintendent. The manhole shall be installed by the owner at his expense, and shall be maintained by him so as to be safe and accessible at all times.

Section 9: All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this ordinance shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater," published by the American Public Health Association, and shall be determined at the control manhole provided, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb, and property. (The particular analysis involved will determine whether a twenty-four (24) hour composite of all outfalls or a premise is appropriate or whether a grab sample or samples should be taken. Normally, but not always, BOD and suspended solids analyses are obtained from twenty-four (24) hour composites of all outfalls whereas pH analyses are determined from periodic grab samples.)

Section 10: No statement contained in this article shall be construed as preventing any special agreement or arrangement between the Village and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the Village for treatment, subject to payment therefore, by the industrial concern.

#### **ARTICLE VI**

Section 1: No unauthorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is part of the sewage works. Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct.

#### **ARTICLE VII**

Section 1: The Superintendent and other duly authorized employees of the Village bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing in accordance with the provisions of this ordinance. The Superintendent or his representatives shall have no authority to inquire into any processes including metallurgical, chemical, oil, refining, ceramic, paper, or other industries beyond that point having a direct bearing on the kind and source of discharge to the sewers or waterways or facilities for waste treatment.

Section 2: While performing the necessary work on private properties referred to in Article VII, Section 1 above, the Superintendent or duly authorized employees of the Village shall observe all safety rules applicable to the premises established by the company and the company shall be held harmless for injury or death to the Village employees and the Village shall indemnify the company against loss or damage to its property by Village employees and against liability claims and demands for personal injury or property damage asserted against the company and growing out of the

gauging and sampling operation, except as such may be caused by negligence or failure of the company to maintain safe conditions as required in Article V, Section 8.

Section 3: The Superintendent and other duly authorized employees of the Village bearing proper credentials and identification shall be permitted to enter all private properties through which the Village holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the sewage works lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

### **ARTICLE VIII**

Section 1: Any person found to be violating any provision of this ordinance except Article VI shall be served by the Village with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.

Section 2: Any person who shall continue any violation beyond the time limit provided for in Article VIII, Section 1, shall be guilty of a misdemeanor, and on conviction thereof shall be fined in the amount not exceeding \$500.00 for each violation. Each twenty four-hour period in which any such violation shall continue shall be deemed a separate offense.

Section 3: Any person violating any of the provisions of this ordinance shall become liable to the Village for any expense, loss, or damage occasioned the Village by reason of such violation.

### **ARTICLE IX**

Section 1: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 2: The invalidity of any section, clause, sentence, or provision of this ordinance shall not affect the validity of any other part of this ordinance which can be given effect without such invalid part or parts.

### **ARTICLE X**

Section 1: This ordinance shall be in full force and effect from after its passage, approval, recording, and publication as provided by law.

PASSED BY THE BOARD OF TRUSTEES THIS \_\_\_\_ DAY OF \_\_\_\_\_,  
2024.

First Reading Date: \_\_\_\_\_

Second Reading Date: \_\_\_\_\_

Roll Call Vote: Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

APPROVED BY THE BOARD OF TRUSTEES THIS \_\_\_\_ DAY OF \_\_\_\_\_,  
2024.

\_\_\_\_\_  
Susan Schneider, Chair

Attest:

\_\_\_\_\_  
City Clerk

# FAQ

## Sunrise Beach Water and Sewer service rules and regulations



### IS CITY WATER AND SEWER AVAILABLE AT MY PROPERTY?

Please call and we will check for you. We have water and sewer available in most areas of the Village, though there are some areas that don't yet have service. We are in the process of making maps of our service areas to post online and at City Hall. In the interim please call City Hall and we will be happy to assist.

### CITY WATER AND SEWER IS AVAILABLE AND I WANT TO GET SERVICE. WHAT DO I DO?

It is a simple process and the City will be happy to help you through it. New residential connections cost \$1,500 for water and \$1,500 for sewer. This is a flat fee which covers the costs of the water meters, sewage grinder pumps and other equipment necessary to make the connections. Please come to City Hall and the staff will help you fill out the necessary forms and application.

### I'VE PAID THE FEE, WHAT NOW?

Once we receive the application and fee, the City purchases the necessary equipment and provides it to the customer, who is then responsible for installing the equipment and making the service line connections to the building or residence. Once the new service is ready, the customer is responsible for notifying the City once the connection is ready to be put in service. **All new connections must be inspected and approved by the City before being put into service!**

### WHO IS RESPONSIBLE ONCE THE SERVICE IS ESTABLISHED?

Once a new service connection is completed, the Village owns and maintains the equipment, including water meters and pits, and grinder pumps and tanks. If there is an alarm at the grinder station (for example), the City will respond. If a meter or pump fails, the City will replace it. The customer meanwhile is responsible for the service lines from the meter or grinder to the building, and for plumbing inside the building.

### HOW MUCH IS THE MONTHLY BILL?

Water is \$46.89 per month and Sewer is \$44.00 per month. **This includes all usages up to 4,000 gallons.** Customers who use more than 4,000 gallons are charged \$10.50 per thousand for water and \$11.00 per thousand for sewer.

### MY NEIGHBOR HAS CITY WATER BUT I HAVE A WELL. DO I HAVE TO CONNECT?

Per state regulation, and City ordinance, properties within 100 feet of public water and / or sewer service are required to connect. **However, the City has created an exemption for properties that are currently within 100 feet of public water / sewer but that have their own system.** Those systems can remain; however those properties are required to connect within 90 days upon the sale or transfer of the property.

## **REMINDER: THIS IS A PUBLIC SYSTEM; TAMPERING WILL NOT BE TOLERATED!**

Per state law and City ordinance, no person may tamper with any part of the public water and sewer system, including individual water meters, sewage grinder stations, public mains and appurtenances. Persons found tampering with such equipment are subject to immediate arrest under charge of disorderly conduct, and / or may be subject to fines. Tampering with the public water / sewer system will not be tolerated!

## **MY NEIGHBOR SAID HE/SHE GOT CITY WATER AND SEWER FOR FREE....?**

New service connections that are funded through federal or state grant and loan programs are established at **no charge** to the customer. Connections that are not part of a grant program are subject to the standard Village connection fees.

## **I WANT TO BUILD BUT THERE'S NO CITY WATER OR SERVICE AVAILABLE AT THE PROPERTY. WHAT DO I DO?**

Please contact the City and we will see if there's a way to get service to you at reasonable cost. If there are no public options available, then we will permit new privately owned systems, subject to City review and approval. The permit fee for privately owned systems is \$500.

## **WHO PAYS FOR UTILITIES IN A NEW SUBDIVISION?**

Extensions of public water and sewer mains are at the cost of the owner / developer. However, the Board of Trustees may enter into cooperative agreements with owners / developers on a case-by-case basis.

## **REMINDER: THE CITY SYSTEMS ARE REGULATED BY THE STATE OF MISSOURI, AND THE CITY'S RULES AND REGULATIONS ARE DERIVED FROM STATE LAW**

The Village water and sewer systems are operated under provisions of Missouri law, and the Village is required to perform regular testing and file regular reports according to the terms and conditions of our state permits. The Village rules and regulations are taken directly from provisions of Missouri law and regulation, and are commonly used throughout the state. Citizen cooperation with Village staff in the ongoing operation and maintenance of our systems is much appreciated!

**For more information, call City Hall at 573-374-8782 or visit  
[www.sunrisebeachmo.gov](http://www.sunrisebeachmo.gov)**



**Bill No. 2024-09**

**Ordinance No. \_\_\_\_\_**

**AN ORDINANCE OF THE VILLAGE OF SUNRISE BEACH TO ESTABLISH A LEAD BAN IN PUBLIC AND PRIVATE DRINKING WATER PLUMBING**

**WHEREAS**, the Board of Trustees of the Village of Sunrise Beach, Missouri has previously adopted Ordinance 2016-06, providing for rules and regulations for drinking water service in the Village of Sunrise Beach, a section of which implemented a prohibition of use of lead-based materials in public and private water systems; and

**WHEREAS**, Ordinance 2016-06 was superseded by Ordinance 2018-08, which did not include a specific prohibition on lead-based materials; and

**WHEREAS**, in the interest of making the Village policy clear, the Board of Trustees desires to provide for a comprehensive ban on use of lead in public and private drinking water systems, as provided by a Model Ordinance from the Missouri Department of Natural Resources;

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

**Section One. Lead Ban – General Policy**

A. Purpose. The purpose of this ordinance is:

- 1) To ban the use of lead materials in the public drinking water system and private plumbing connected to the public drinking water system; and
- 2) To protect city residents from lead contamination in the city’s public drinking water system and their own private plumbing systems.

B. Application. This ordinance shall apply to all premises served by the public drinking water system of the Village of Sunrise Beach.

C. Policy. This ordinance will be reasonably interpreted by the water purveyor. It is the purveyor’s intent to ban the use of lead based material in the construction or modification of the city’s drinking water system or private plumbing connected to the city system. The cooperation of all consumers is required to implement the lead ban.

If, in the judgement of the water purveyor or his authorized representative, lead based materials have been used in new construction or modifications after January 1, 1989, due notice shall be given to the consumer. The consumer shall immediately comply by having the lead base materials removed from the plumbing system and replaced with lead free materials. If the lead base materials are not removed from the plumbing system, the water purveyor shall have the right to discontinue water service to the premises.

**Section Two. Definitions**

A. The following definitions shall apply in the interpretation and enforcement of this ordinance.

1) “Consumer” means the owner or person in control of any premises supplied by or in any manner connected to a public water system;

2) “Lead base materials” means any material containing lead in excess of the quantities specified in Section II. A. 3;

3) “Lead free” means:

A. In General.

1) When used with respect to solder and flux, refers to solders and flux containing not more than 0.2 percent (0.2%) lead; and

2) When used with respect to pipes and pipe fittings, refers to pipes and pipe fittings containing not more than 0.25 percent (0.25%) lead.

B. Calculation

The weighted average lead content of a pipe, pipe fitting, plumbing fitting, or fixture shall be calculated by using the following formula: For each wetted component, the percentage of lead in the component shall be multiplied by the ratio of the wetted surface area of that component to the total wetted surface area of the entire product to arrive at the weighted percentage of lead of the component. The weighted percentage of lead of each wetted component shall be added together, and the sum of these weighted percentages shall constitute the weighted average lead content of the product. The lead content of the material used to produce wetted components shall be used to determine compliance with paragraph (A)(2). For lead content of materials that are provided as a range, the maximum content of the range shall be used.

4) “Public drinking water system” means any publicly or privately owned water system supplying water to the general public which is satisfactory for drinking, culinary and domestic purposes and meets the requirements of the Missouri Department of Natural Resources; and

5) “Water purveyor” means the owner, operator, or individual in responsible charge of a public water system.

6) “Exemptions”

(A) leaded joints necessary for the repair of cast iron pipes.

(B) pipes, pipe fittings, plumbing fittings, or fixtures, including backflow preventers, that are used exclusively for non-potable services such as manufacturing, industrial processing, irrigation, outdoor watering, or any other uses where the water is not anticipated to be used for human consumption; or



(C) toilets, bidets, urinals, fill valves, flush-o-meter valves, tub fillers, shower valves, service saddles, or water distribution main gate valves that are 2 inches in diameter or larger.

**Section Three. Lead Banned from Drinking Water Plumbing**

A. No water service connection shall be installed or maintained to any premises where lead base materials were used in new construction or modifications of the drinking water plumbing after January 1, 1989.

B. If a premises is found to be in violation of Section Three. A., water service shall be discontinued until such time that the drinking water plumbing is lead free.

PASSED BY THE BOARD OF TRUSTEES THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

First Reading Date: \_\_\_\_\_

Second Reading Date: \_\_\_\_\_

Roll Call Vote: Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

APPROVED BY THE BOARD OF TRUSTEES THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
Susan Schneider, Chair

Attest:

\_\_\_\_\_  
City Clerk

**Resolution No. 2024-05**

**A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE BOARD OF TRUSTEES TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH COCHRAN ENGINEERING FOR DESIGN AND CONSTRUCTION ADMINISTRATION OF THE 2024 PREVENTIVE PAVEMENT MAINTENANCE PROGRAM IMPROVEMENTS**

**WHEREAS**, the Village of Sunrise Beach maintains has previously engaged Cochran Engineering for development of a Preventive Pavement Maintenance Program (PPMP) for the Village; and

**WHEREAS**, the Village, in consultation with Cochran, has developed a list of projects to be constructed in 2024, and the Village has 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 for engineering design and construction administration of the 2024 PPMP improvement project, in the form as attached as Exhibit A. The total project fee shall be \$39,948, which is split between design (\$17,755) and construction administration (\$22,193).
2. The 2024 project shall include the following roads or sections of road:
  - Spring Cove Rd entrance
  - Oddo Drive
  - Castle Garden Rd, top section, app 1,800 LF
  - Deer Valley Rd, City limits, approximately 2,000 LF
  - Indian Hill Rd, top section in City limits, to Sunrise Acres Dr, 1,200 LF

**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 12<sup>th</sup> Day of March, 2024.

---

**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

March 6, 2024

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

RE: Bid Package and Construction Administration - 2024 Asphalt Paving Project  
**Deer Valley Rd., Spring Cove Rd. Entrance, Oddo Dr., Castle Garden Rd., Indian Hill Rd.**

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 previous discussions and pavement management plan, we offer the following professional services:

SCOPE OF SERVICES:

**1. Design and Bidding Phase Services - 2024 Asphalt Paving Project**

- a) Prepare project manual, plans, specifications, job special provisions, detail sheets, and full set of bidding documents to improve the roads as specified in your e-mail dated February 27, 2024, and estimated construction budget @ \$355,000.
- b) Cut pavement cores as needed to ascertain existing asphalt and pavement thickness.
- c) Attend meetings as necessary.
- d) Bidding Phase Services –
  - Make copies and distribute bid packages to contractors.
  - Answer contractor's questions during bidding and issue addenda (if required)
  - Conduct the bid opening and review submitted contractor bids, investigate low bidder(s) as required to evaluate their competency, and consult with the Owner on award of bid.

**2. Construction Phase Services - 2024 Asphalt Paving Project**

- a. Serve as Owner's representative for administering the terms of the construction contract for the City's 2024 Road Improvement Project.

- b. Provide on-site inspection services to inspect the Contractor's progress and quality of work and to determine if the work conforms to the contract documents.
- c. Reject work not conforming to the project documents.
- d. Perform on-site nuclear density testing, and laboratory testing of loose mix samples.
- e. Prepare change orders for issuance by the City as necessary and assure that proper approvals are made prior to work being performed.
- f. Measure and document quantities, and review estimates for payments due the Contractor
- g. Inspect materials and review material certifications furnished by the Contractor.

FEE:

1. The total amount of fee to be paid for the Scope of Services, Item 1 – “Design and Bidding Phase Services” as outlined in this proposal shall be a lump sum fee of \$17,755.00.
2. The total amount of fee to be paid for the Scope of Services, Item 2 – “Construction Phase Services” as outlined in this proposal shall be a lump sum fee of \$22,193.00.

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

**Resolution No. 2024-06**

**A RESOLUTION ADOPTING AND APPROVING A PAYSCALE SYSTEM FOR THE VILLAGE OF SUNRISE BEACH POLICE DEPARTMENT**

**WHEREAS**, the Village of Sunrise Beach Police Department desires to implement a pay scale system to enhance and improve the Department’s personnel management system, providing clarity to department officers regarding pay, job classifications and opportunities for advancement; and

**WHEREAS**, the Board of Trustees desires to implement such plan, while retaining all management rights as provided for in the duly adopted Personnel Manual of the Village of Sunrise Beach;

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

**SECTION ONE.** The Village of Sunrise Beach Police Department pay scale system, in the form as attached hereto as Exhibit A, is hereby adopted and approved. This approval is strictly conditioned upon the following:

1. The annual pay increase between step and grades shall be subject to, at minimum, annual review and approval by ordinance of the Board of Trustees.
2. The Village retains the right to assign step and grade classifications for individual law enforcement officers at its sole discretion. Any such assignment shall be in writing and shall be mutually agreed to by the Village and individual officer.
3. A law enforcement officer classified as Police Officer I through IV may advance on the scale and be eligible for promotion by the Chief of Police, with the consent of the City Manager, but only upon that officer meeting the criteria and qualifications as contained in the individual job classifications. Any such promotion as herein authorized shall be in writing and mutually agreed between the Village and the officer.
4. Notwithstanding the above, no officer may be promoted to Lieutenant or Chief without written approval of the Board of Trustees.
5. Nothing in this authorization shall be construed to create a contractual relationship between the Village and its law enforcement officers.

**SECTION TWO.** The City Manager, in cooperation with the Chief of Police, is hereby authorized to promulgate rules and make interpretations of policy not inconsistent with the provisions of the Personnel Manual and the intent of this ordinance.

**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 12<sup>th</sup> day of March, 2024.

---

**Susan Schneider, Chairman**

**Attest**

---

**City Clerk**



**SUNRISE BEACH  
POLICE DEPARTMENT  
PAYSCALE SYSTEM**

Adopted by the Board of Trustees the \_\_\_\_ day of \_\_\_\_\_

**Note: The adopted scale sets the incremental step increase between grades at 1.5%. The Pay Scale is subject to, at minimum, annual review and approval by the Board of Trustees**

**HOURLY**

GRADE	PO1	PO2	PO3	PO4	LIEUTENANT
1	\$20.00	\$20.30	\$20.60	\$20.91	\$25.00
2	\$20.30	\$20.60	\$20.91	\$21.23	\$25.38
3	\$20.60	\$20.91	\$21.23	\$21.55	\$25.76
4	\$20.91	\$21.23	\$21.55	\$21.87	\$26.14
5	\$21.23	\$21.55	\$21.87	\$22.20	\$26.53
6	\$21.55	\$21.87	\$22.20	\$22.53	\$26.93
7	\$21.87	\$22.20	\$22.53	\$22.87	\$27.34
8	\$22.20	\$22.53	\$22.87	\$23.21	\$27.75
9	\$22.53	\$22.87	\$23.21	\$23.56	\$28.16
10	\$22.87	\$23.21	\$23.56	\$23.91	\$28.58
11				\$24.27	\$29.01
12				\$24.64	\$29.45
13				\$25.00	\$29.89
14				\$25.38	\$30.34
15				\$25.76	\$30.79
16					\$31.26
17					\$31.72
18					\$32.20
19					\$32.68
20					\$33.17

**ANNUAL**

GRADE	PO1	PO2	PO3	PO4	LIEUTENANT
1	\$41,600	\$42,224	\$42,857	\$43,500	\$52,000
2	\$42,224	\$42,857	\$43,500	\$44,153	\$52,780
3	\$42,857	\$43,500	\$44,153	\$44,815	\$53,572
4	\$43,500	\$44,153	\$44,815	\$45,487	\$54,375
5	\$44,153	\$44,815	\$45,487	\$46,170	\$55,191
6	\$44,815	\$45,487	\$46,170	\$46,862	\$56,019
7	\$45,487	\$46,170	\$46,862	\$47,565	\$56,859
8	\$46,170	\$46,862	\$47,565	\$48,278	\$57,712

9	\$46,862	\$47,565	\$48,278	\$49,003	\$58,578
10	\$47,565	\$48,278	\$49,003	\$49,738	\$59,456
11				\$50,484	\$60,348
12				\$51,241	\$61,253
13				\$52,010	\$62,172
14				\$52,790	\$63,105
15				\$53,582	\$64,051
16					\$65,012
17					\$65,987
18					\$66,977
19					\$67,982
20					\$69,001



## **JOB DESCRIPTION**

### **SUNRISE BEACH, MISSOURI**

**POSITION TITLE:** Police Lieutenant

**DEPARTMENT:** Police Department

**REPORTS TO:** Chief of Police

**DEFINITION:** Under the supervision of the police chief the lieutenant performs duties as directed by the chief as well as police patrol, conducts investigations, and implements all policies formulated by the Board of Trustees and police chief. Supervises all subordinate officers. The lieutenant is primarily responsible for field activities but also assists the Chief with overall operation of department. Specific assignments include:

1. Identify areas for improvement or changes to keep up with trends, technology, or legislation, etc.
2. Make recommendations to the chief regarding policy changes and supervises implementation of such policies.
3. Makes recommendation to chief on annual budget needs and justifies recommendations, assists with purchases and research.
4. Supervises work methods and procedures followed by police officers including review / approval of reports and other paperwork.
5. Oversees work conditions and takes necessary steps in improving police operations.
6. Oversees and reviews vehicle maintenance and upkeep.
7. Assist with training, scheduling and ensure that all pertinent certificates are kept updated.
8. Makes recommendations to the chief for training needs and what personnel to attend.
9. Makes recommendations to the chief for commendations to police officers.
10. Evaluates the performance and conduct of police officers including oversee field training, annual evaluations, remedial training, recommends discipline and other matters for personnel management.
11. Cooperates with other city departments to ensure good working relationships.
12. Attends public meetings to explain the activities and functions of the police department to establish rapport with the community as directed by the police chief.
13. Coordinates activities between the police department and other law enforcement agencies and governing bodies to maintain a good working relationship.
14. Supervises and maintains a roster of police reserves and ensures that requirements are met.
15. Assume the duties of police chief in his/her absence.
16. Other tasks as assigned.

**ESSENTIAL FUNCTIONS:** While performing the duties of this job the employee:

- Frequently required to sit and talk or hear.
- Use hands to operate, lift, grasp, carry, push or pull 25 pounds - sometimes lift people or push vehicles.
- Specific vision ability required to include close vision and the ability to adjust focus.
- Ability to operate a keyboard and view computer screens for an extended period of time.
- Sight, hearing, speech, frequent lateral mobility.

- Lifting items above head.
- Climbing ladders or steps.
- Stooping and bending.
- Squatting, sorting, kneeling and reaching to ground level and overhead as required for such tasks as retrieving files.
- Be able to hold and grip objects.
- Mentally analyze a situation.
- Solve problems.
- Make decisions under pressure in area of responsibility.
- May work a varied schedule including some evenings and weekends.
- May be subject to emergency call back on off duty hours.
- May be subject to pre-employment physical and drug testing.
- Subject to monthly random drug and alcohol testing.
- May be exposed to extreme weather conditions, dust and/or pollen.
- May work indoors with heating and cooling regulated in a general office environment.
- Frequently works near moving parts and is frequently exposed to wet and/or humid conditions and vibrations.
- Occasionally works in high, precarious places and is occasionally exposed to fumes, airborne particles, toxic or caustic chemicals and the risk of electrical shock.
- Subject to unusually loud noise level in the work environment.

**MINIMUM QUALIFICATIONS:** In order to hold the lieutenant position an individual must:

1. Be in good physical health.
2. Be able to understand and execute verbal and written instructions.
3. Be able to work under standard operating procedures and abide by policies stated in or granted by the municipal code.
4. Be able to work cooperatively and effectively with supervisors and other employees.
5. Have a valid Missouri drivers license.
6. Have a high school diploma or equivalent.
7. Experience in police work, i.e. traffic enforcement, investigations, surveillance, drug enforcement, accident investigation, public relations, etc.
8. Must meet requirements set by Missouri Division of Peace Officer Standards and Training (POST) regarding basic law enforcement training and continuing education so as to be certified by the State of Missouri as a Peace Officer.
9. Completion of a recognized accredited supervisory training course such as taught by the Missouri State Highway Patrol Academy or Central Missouri State University within six months. Six months may be extended if needed to enroll in an appropriate class.
10. Training and knowledge of principles and practices of supervision.
11. Have considerable knowledge of safety practices and procedures.
12. Have good oral and written communication skills.
13. Be able to communicate and interact with the public effectively.
14. Knowledge of budget preparation and management.

**INITIAL MERIT LEVEL:** Hourly employee

The police lieutenant position is subject to appointment by the Board of Trustees.

## **JOB DESCRIPTION**

### **SUNRISE BEACH POLICE DEPARTMENT**

**POSITION TITLE:** Police Officer 1

**REPORTS TO:** Patrol Sergeant and / or Lieutenant

**DEFINITION:**

Police Officer 1 (PO1) performs numerous functions within the department. He/she reports to the Lieutenant and in their absence, to the Chief of Police.

He/she performs patrol duties, takes reports, conducts investigations, traffic enforcement, promotes community service style of policing, etc. He/she follows all standard operating procedures and policies as formulated by the Chief of Police and the City of Sunrise Beach.

PO1 in general is an entry level classification. However, officers with prior experience may be assigned the PO1 rank and be compensated at a higher grade, based on years of service. Officers may also be hired at a rank higher than PO1 based on qualifications, experience and years of service.

Specific assignments include:

1. Answers all calls for service and acts accordingly, i.e., report, investigation, arrest, etc.
2. Enforces all city, state and federal laws within the city limits of Sunrise Beach.
3. Conducts patrol and enforces all traffic laws in a manner that address problem areas.
4. Cooperate with other law enforcement agencies as needed or requested.
5. Attends public meetings and activities as assigned by the Lieutenant or Chief of Police to facilitate and explain the functions of the Police Department and or address concerns of the community and promotes community service style of policing.
6. Maintains police vehicle in a clean and orderly fashion and confirms that it is serviced regularly.
7. Completes reports and investigations in a timely manner to maintain an efficient system in the department.
8. Testifies in court as needed.
9. Perform any other task as assigned or as directed by Lieutenant or Chief of Police.

**ESSENTIAL FUNCTIONS:** While performing the duties of this job the employee:

- Frequently required to sit and talk or hear
- Use hands to operate, lift, grasp, carry, push or pull 25 pounds – or possibly lift people or push vehicles in emergency situations
- Specific vision ability required to include close vision and the ability to adjust focus
- Ability to operate a keyboard and view computer screens for an extended period of time
- Sight, hearing, speech, frequent lateral mobility
- Lifting items above head
- Climbing ladders or steps
- Stooping or bending

Job Description

Position Title: Police Officer 1

**ESSENTIAL FUNCTIONS (continued)**

- Squatting, sorting, kneeling and reaching to the ground level and overhead as required for such tasks as retrieving files
- Be able to hold and grip objects
- Mentally analyze a situation
- Solve problems
- Make decisions under pressure in area of responsibility
- May work a varied schedule including evenings and weekends
- May be subject to emergency call back on off duty hours
- May be subject to pre-employment physical and drug testing
- Subject to monthly random drug and alcohol testing
- May be exposed to extreme weather conditions, dust and/or pollen
- May work indoors with heating and cooling regulated in a general office environment
- Frequently works near moving parts and is frequently exposed to wet and/or humid conditions and vibrations
- Occasionally works in high, precarious places and is occasionally exposed to fumes, airborne particles, toxic or caustic chemicals and the risk of electrical shock
- Subject to unusually loud noise level in the work environment

**MINIMUM QUALIFICATIONS:**

**Personal**

1. Must be at least 21 years of age.
2. No felony convictions or extensive traffic convictions or any crimes of moral turpitude.
3. Must be in good physical and mental health.
4. Have a valid Missouri driver's license

**Education/Training**

1. Have a high school diploma or equivalent.
2. Must meet requirements set by Missouri Division of Peace Officer Standards and Training (POST) regarding basic law enforcement training and continuing education so as to be certified by the State of Missouri as a Peace Officer.

**General**

1. Be able to understand and execute verbal and written instructions.
2. Have knowledge of safety practices and procedures.
3. Be able to understand and execute good verbal and written instructions.
4. Be able to communicate and interact with the public effectively.
5. Be able to work under Standard Operating Procedures and abide by policies stated in/or granted by the Municipal Code.
6. Be able to work cooperatively and effectively with supervisors and other employees
7. Background in public service or ability to work with the public.

Job Description

Position Title: Police Officer I

**SPECIFIC REQUIREMENTS FOR POI**

1. Experience: As PO1 is an entry-level position, no prior law enforcement experience is required. However, Officers must hold a valid Missouri POST license.
2. Proficiency: To be eligible for promotion, must have received at least a “Satisfactory” or better in on performance evaluation.
3. Training:
  - a. Must take advantage of “In-House” training to be considered for additional training.
  - b. Must have met POST continuing education requirements.
  - c. Must have completed the In-House Field Training Requirements.
4. Community and Professional Involvement: PO1 is encouraged to promote the Community Policing Philosophy and/or Professional Involvement in department activities, however it is not specifically required.
5. Productivity:
  - a. Productivity is consistently at or above department standards as is appropriate to their shift or work assignment.
  - b. Must meet and maintain requirements for basic duties, have become more proficient and are ready for advanced responsibilities and to be more actively involved in department operations.
6. Good Standing: To be eligible for promotion the Officer must be in good standing (no recent ordinance violation, SOP violation, must maintain standards and requirements).
7. Maintain Requirements: Must maintain all requirements and must maintain good standing while working in this position.

## **JOB DESCRIPTION**

### **SUNRISE BEACH POLICE DEPARTMENT**

**POSITION TITLE:** Police Officer 2

**REPORTS TO:** Patrol Lieutenant

**DEFINITION:**

Police Officer 2 (PO2) performs numerous functions within the department. He/she reports to the Lieutenant and in their absence, to the Chief of Police.

He/she performs patrol duties, takes reports, conducts investigations, traffic enforcement, promotes community service style of policing, etc. He/she follows all standard operating procedures and policies as formulated by the Chief of Police and the City of Sunrise Beach.

PO2 is a classification above PO1. PO2 performs duties and responsibilities of PO1 but is more proficient and more actively involved with the department operations. He/she must have demonstrated by their performance, education, tenure and advanced proficiencies that they are willing to put forth the extra effort for the department, continually produces high quality work and is willing to accept additional responsibilities. They perform more advanced patrol duties.

Specific assignments include:

1. Answers all calls for service and acts accordingly, i.e., report, investigation, arrest, etc.
2. Enforces all city, state and federal laws within the city limits of Sunrise Beach.
3. Conducts patrol and enforces all traffic laws in a manner that address problem areas.
4. Cooperate with other law enforcement agencies as needed or requested.
5. Attends public meetings and activities as assigned by the Lieutenant or Chief of Police to facilitate and explain the functions of the Police Department and or address concerns of the community and promotes community service style of policing.
6. Maintains police vehicle in a clean and orderly fashion and confirms that it is serviced regularly.
7. Completes reports and investigations in a timely manner to maintain an efficient system in the department.
8. Testifies in court as needed.
9. Perform any other task as assigned or as directed by Lieutenant or Chief Police.

**ESSENTIAL FUNCTIONS:** While performing the duties of this job the employee:

- Frequently required to sit and talk or hear
- Use hands to operate, lift, grasp, carry, push or pull 25 pounds – or possibly lift people or push vehicles in emergency situations
- Specific vision ability required to include close vision and the ability to adjust focus
- Ability to operate a keyboard and view computer screens for an extended period of time
- Sight, hearing, speech, frequent lateral mobility
- Lifting items above head
- Climbing ladders or steps
- Stooping or bending

Job Description

Position Title: Police Officer II

Page 2

**ESSENTIAL FUNCTIONS:** (continued)

- Squatting, sorting, kneeling and reaching to the ground level and overhead as required for such tasks as retrieving files
- Be able to hold and grip objects
- Mentally analyze a situation
- Solve problems
- Make decisions under pressure in area of responsibility
- May work a varied schedule including evenings and weekends
- May be subject to emergency call back on off duty hours
- May be subject to pre-employment physical and drug testing
- Subject to monthly random drug and alcohol testing
- May be exposed to extreme weather conditions, dust and/or pollen
- May work indoors with heating and cooling regulated in a general office environment
- Frequently works near moving parts and is frequently exposed to wet and/or humid conditions and vibrations
- Occasionally works in high, precarious places and is occasionally exposed to fumes, airborne particles, toxic or caustic chemicals and the risk of electrical shock
- Subject to unusually loud noise level in the work environment

**MINIMUM QUALIFICATIONS:**

**Personal**

1. Must be at least 21 years of age.
2. No felony convictions or extensive traffic convictions or any crimes of moral turpitude.
3. Must be in good physical and mental health.
4. Have a valid Missouri driver's license

**Education/Training**

1. Have a high school diploma or equivalent.
2. Must meet requirements set by Missouri Division of Peace Officer Standards and Training (POST) regarding basic law enforcement training and continuing education so as to be certified by the State of Missouri as a Peace Officer.

**General**

1. Be able to understand and execute verbal and written instructions.
2. Have knowledge of safety practices and procedures.
3. Be able to understand and execute good verbal and written instructions.
4. Be able to communicate and interact with the public effectively.
5. Be able to work under Standard Operating Procedures and abide by policies stated in/or granted by the Municipal Code.
6. Be able to work cooperatively and effectively with supervisors and other employees
7. Background in public service or ability to work with the public.

Job Description

Position Title: Police Officer II

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**SPECIFIC REQUIREMENTS FOR POII:**

1. Experience: Must have two (2) years experience with the Sunrise Beach Police Department.
2. Proficiency: To be eligible for promotion must have a rating of 2.90 or above on performance evaluation.
3. Training: POII must have an advanced level of education or training after completion of the police academy:
  - a. Must take advantage of “In-House” training to be considered for additional training.
  - b. Must have met POST continuing education requirements.
  - c. POII must have at least 80 hours of training in “Enhanced Skills”.
  - d. Must actively utilize the training received to the benefit of the department.
4. Community and Professional Involvement: Promoting the Community Policing Philosophy, and/or Professional Involvement in department activities that are above and beyond the scope of duties required of POI is important for the career development program. POII shall be encouraged to have involvement in these areas.
  - a. Professional Involvement: There are many areas in administration and operations on which the department depends. Professional involvement can be training and use of the training to benefit the department, or work in addition to the regular scope of duties or certified instructor if the certification is utilized to better the department. (see separate list)
  - b. Community Involvement: Officer can be actively involved in the community in a variety of ways: handling a community policing program for the department, civic groups, youth activities, sporting events, area organizations, participating in fund raising efforts, etc. Consideration shall be given for activities on and off duty. (see separate list)
5. Productivity:
  - a. Productivity is consistently at or above department standards as is appropriate to their shift or work assignment.
  - b. Must meet and maintain all requirements of Police Officer 1 to include satisfactory proficiency when handling basic duties and are ready for advanced responsibilities and are more actively involved in department operations.
  - c. Must meet and maintain all requirements of PO2 to include accepting additional responsibilities, handling special projects and advanced/proficient skills.
6. Good Standing: To be eligible for promotion the Officer must be in good standing (no recent ordinance violation, SOP violation, must maintain standards and requirements).
7. Maintain Requirements: Must maintain all requirements and must maintain good standing while working in this position.



## **JOB DESCRIPTION**

### **SUNRISE BEACH POLICE DEPARTMENT**

**POSITION TITLE:** Police Officer 3

**REPORTS TO:** Lieutenant

**DEFINITION:**

Police Officer 3 (PO3) performs numerous functions within the department. He reports to the Lieutenant, or in his absence, to the Chief of Police.

He/she performs patrol duties, takes reports, conducts investigations, traffic enforcement, promotes community service style of policing, etc. He follows all standard operating procedures and policies as formulated by the Chief of Police and the City of Sunrise Beach.

PO3 is a classification above Police Officer 2. PO3 performs the duties and responsibilities of PO1 and PO2 but is more actively involved in the department operations and department administration. He/she must have demonstrated by their performance, education, tenure and advanced proficiencies that they are willing to put forth the extra effort for the department, continually produces high quality work and is willing to accept additional responsibilities of an advanced or specialized nature.

Specific assignments include:

1. Answers all calls for service and acts accordingly, i.e., report, investigation, arrest, etc.
2. Enforces all city, state and federal laws within the city limits of Sunrise Beach.
3. Conducts patrol and enforces all traffic laws in a manner that address problem areas.
4. Cooperate with other law enforcement agencies as needed or requested.
5. Attends public meetings and activities as assigned by the Lieutenant or Chief of Police to facilitate and explain the functions of the Police Department and or address concerns of the community and promotes community service style of policing.
6. Maintains police vehicle in a clean and orderly fashion and confirms that it is serviced regularly.
7. Completes reports and investigations in a timely manner to maintain an efficient system in the department.
8. Testifies in court as needed.
9. Perform any other task as assigned or as directed by Lieutenant or Chief of Police.

**ESSENTIAL FUNCTIONS:** While performing the duties of this job the employee:

- Frequently required to sit and talk or hear
- Use hands to operate, lift, grasp, carry, push or pull 25 pounds – or possibly lift people or push vehicles in emergency situations
- Specific vision ability required to include close vision and the ability to adjust focus
- Ability to operate a keyboard and view computer screens for an extended period of time
- Sight, hearing, speech, frequent lateral mobility
- Lifting items above head
- Climbing ladders or steps
- Stooping or bending

**ESSENTIAL FUNCTIONS:** (continued)

- Squatting, sorting, kneeling and reaching to the ground level and overhead as required for such tasks as retrieving files
- Be able to hold and grip objects
- Mentally analyze a situation
- Solve problems
- Make decisions under pressure in area of responsibility
- May work a varied schedule including evenings and weekends
- May be subject to emergency call back on off duty hours
- May be subject to pre-employment physical and drug testing
- Subject to monthly random drug and alcohol testing
- May be exposed to extreme weather conditions, dust and/or pollen
- May work indoors with heating and cooling regulated in a general office environment
- Frequently works near moving parts and is frequently exposed to wet and/or humid conditions and vibrations
- Occasionally works in high, precarious places and is occasionally exposed to fumes, airborne particles, toxic or caustic chemicals and the risk of electrical shock
- Subject to unusually loud noise level in the work environment

**MINIMUM QUALIFICATIONS:**

**Personal**

1. Must be at least 21 years of age.
2. No felony convictions or extensive traffic convictions or any crimes of moral turpitude.
3. Must be in good physical and mental health.
4. Have a valid Missouri driver's license

**Education/Training**

1. Have a high school diploma or equivalent.
2. Must meet requirements set by Missouri Division of Peace Officer Standards and Training (POST) regarding basic law enforcement training and continuing education so as to be certified by the State of Missouri as a Peace Officer.

**General**

1. Be able to understand and execute verbal and written instructions.
2. Have knowledge of safety practices and procedures.
3. Be able to understand and execute good verbal and written instructions.
4. Be able to communicate and interact with the public effectively.
5. Be able to work under Standard Operating Procedures and abide by policies stated in/or granted by the Municipal Code.
6. Be able to work cooperatively and effectively with supervisors and other employees
7. Background in public service or ability to work with the public.

### **SPECIFIC REQUIREMENTS FOR POIII**

1. Experience: Must have five (5) years experience with the Sunrise Beach Police Department.
2. Proficiency: To be eligible for promotion, must have a rating of 3.15 or above on performance evaluation.
3. Training: PO3 must have an advanced level of education or training after completion of the police academy:
  - a. Must take advantage of “In-House” training to be considered for additional training.
  - b. Must have met POST continuing education requirements and obtain 200 hours of advanced training.
  - c. As outlined in PO2, must have 80 hours that are “Enhanced Skills” training.
  - d. PO3 must have 40 hours that are “Specialized”.
  - e. Must actively utilize the training received to the benefit of the department.
4. Community and Professional Involvement: PO3 shall be actively involved in promoting the Community Policing Philosophy and/or Professional Involvement in department activities that are above and beyond the scope of duties required of PO2. PO3 shall be required to have a total of one (1) area of involvement in the areas of Community Policing and/or Professional Involvement.
  - a. Professional Involvement: There are many areas in administration and operations on which the department depends. Professional involvement can be training and use of the training to benefit the department, or work in addition to the regular scope of duties or certified instructor if the certification is utilized to better the department. (see separate list)
  - b. Community Involvement: Officer can be actively involved in the community in a variety of ways: handling a community policing program for the department, civic groups, youth activities, sporting events, area organizations, participating in fund raising efforts, etc. Consideration shall be given for activities on and off duty. (see separate list)
5. Productivity:
  - a. Productivity is consistently at or above department standards as is appropriate to their shift or work assignment.
  - b. Must meet and maintain all requirements of PO1 to include satisfactory proficiency when handling basic duties and are ready for advanced responsibilities and are more actively involved in department operations.
  - c. Must meet and maintain all requirements of PO2 to include accepting additional responsibilities, handling special projects and advanced/proficient skills.
  - d. Must meet and maintain all requirements of PO3 to include routinely handling additional responsibilities and projects, advanced or specialized duties, and routinely handles additional projects in addition to regular duties. PO3 is Officer in charge if no supervisor is available.
6. Good Standing: To be eligible for promotion the Officer must be in good standing (no recent ordinance violation, SOP violation, must maintain standards and requirements).
7. Maintain Requirements: Must maintain all requirements and must maintain good standing while working in this position.

## **JOB DESCRIPTION**

### **SUNRISE BEACH POLICE DEPARTMENT**

**POSITION TITLE:** Police Officer 4

**REPORTS TO:** Lieutenant

**DEFINITION:**

Police Officer 4 (PO4) performs numerous functions within the department. He/she reports to the Lieutenant and in his/her absence, to the Chief of Police.

He/she performs patrol duties, takes reports, conducts investigations, traffic enforcement, promotes community service style of policing, etc. He/she follows all standard operating procedures and policies as formulated by the Chief of Police and the City of Sunrise Beach.

PO4 is a classification above PO3. PO4 must perform the duties and responsibilities of PO1, PO2 and PO3 and is involved in the department operation and department administration. He / she must have demonstrated by their performance, education, tenure and advanced proficiencies that they are willing to put forth the extra effort for the department, continually produce high quality of work, has accepted additional responsibilities of an advanced or specialized nature and is also willing to accept duties as it relates to instruction or leadership of other employees.

Specific assignments include:

1. Answers all calls for service and acts accordingly, i.e., report, investigation, arrest, etc.
2. Enforces all city, state and federal laws within the city limits of Sunrise Beach.
3. Conducts patrol and enforces all traffic laws in a manner that address problem areas.
4. Cooperate with other law enforcement agencies as needed or requested.
5. Attends public meetings and activities as assigned by the Lieutenant or Chief of Police to facilitate and explain the functions of the Police Department and or address concerns of the community and promotes community service style of policing.
6. Maintains police vehicle in a clean and orderly fashion and confirms that it is serviced regularly.
7. Completes reports and investigations in a timely manner to maintain an efficient system in the department.
8. Testifies in court as needed.
9. Perform any other task as assigned or as directed by Lieutenant or Chief of Police.

**ESSENTIAL FUNCTIONS:** While performing the duties of this job the employee:

- Frequently required to sit and talk or hear
- Use hands to operate, lift, grasp, carry, push or pull 25 pounds – or possibly lift people or push vehicles in emergency situations
- Specific vision ability required to include close vision and the ability to adjust focus
- Ability to operate a keyboard and view computer screens for an extended period of time
- Sight, hearing, speech, frequent lateral mobility
- Lifting items above head
- Climbing ladders or steps
- Stooping or bending

## Job Description

Position Title: Police Officer 4

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### **ESSENTIAL FUNCTIONS (continued):**

- Squatting, sorting, kneeling and reaching to the ground level and overhead as required for such tasks as retrieving files
- Be able to hold and grip objects
- Mentally analyze a situation
- Solve problems
- Make decisions under pressure in area of responsibility
- May work a varied schedule including evenings and weekends
- May be subject to emergency call back on off duty hours
- May be subject to pre-employment physical and drug testing
- Subject to monthly random drug and alcohol testing
- May be exposed to extreme weather conditions, dust and/or pollen
- May work indoors with heating and cooling regulated in a general office environment
- Frequently works near moving parts and is frequently exposed to wet and/or humid conditions and vibrations
- Occasionally works in high, precarious places and is occasionally exposed to fumes, airborne particles, toxic or caustic chemicals and the risk of electrical shock
- Subject to unusually loud noise level in the work environment

### **MINIMUM QUALIFICATIONS**

#### **Personal**

1. Must be at least 21 years of age.
2. No felony convictions or extensive traffic convictions or any crimes of moral turpitude.
3. Must be in good physical and mental health.
4. Have a valid Missouri driver's license

#### **Education/Training**

1. Have a high school diploma or equivalent.
2. Must meet requirements set by Missouri Division of Peace Officer Standards and Training (POST) regarding basic law enforcement training and continuing education so as to be certified by the State of Missouri as a Peace Officer.

#### **General**

1. Be able to understand and execute verbal and written instructions.
2. Have knowledge of safety practices and procedures.
3. Be able to understand and execute good verbal and written instructions.
4. Be able to communicate and interact with the public effectively.
5. Be able to work under Standard Operating Procedures and abide by policies stated in/or granted by the Municipal Code.
6. Be able to work cooperatively and effectively with supervisors and other employees
7. Background in public safety or ability to work with the public.

**SPECIFIC REQUIREMENTS FOR POIV:**

1. Experience: Must have eight (8) years experience with the Sunrise Beach Police Department.
2. Proficiency: To be eligible for promotion, must have a rating of 3.30 or above on performance evaluation.
3. Training: PO4 must have an advanced level of education or training after completion of the police academy:
  - a. Must take advantage of “In House” training to be considered for additional training.
  - b. Must have met the POST continuing education requirement and obtained at least 200 hours of advanced training hours of training that is POST certified
  - c. As outlined in PO2, must have 80 hours that are “enhanced skills” training.
  - d. As outlined in PO3, must have at least 40 hours of training that is “specialized”.
  - e. PO4 must have 40 hours of training considered “Instructor /Leadership” training.
  - f. Must actively use the training to benefit the department.
4. Community and Professional Involvement: PO4 shall be actively involved in promoting the Community Policing Philosophy and/or Professional Involvement in department activities that are above and beyond the scope of duties required of Police Officer 3. Police Officer 4 shall be required to have a total of two (2) areas of involvement in the areas of Community Policing and/or Professional Involvement.
  - a. Professional Involvement: There are many areas in administration and operations on which the department depends. Professional involvement can be training and use of the training to benefit the department, or work in addition to the regular scope of duties or certified instructor if the certification is utilized to better the department. (see separate list)
  - b. Community Involvement: Officer can be actively involved in the community in a variety of ways: handling a community policing program for the department, civic groups, youth activities, sporting events, area organizations, participating in fund raising efforts, etc. Consideration shall be given for activities on and off duty. (see separate list)
5. Productivity:
  - a. Productivity is consistently at or above department standards as is appropriate to their shift or work assignment.
  - b. Must meet and maintain all requirements of PO1 to include satisfactory proficiency and are ready for advanced responsibilities and are more actively involved in department operations.
  - c. Must meet and maintain all requirements of PO2 to include accepting additional responsibilities, handling special projects and advanced/proficient in skills.
  - d. Must meet and maintain all requirements of PO3 to include routinely handling additional responsibilities and projects, advanced or specialized duties.

Job Description

Position Title: Police Officer 4

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- e. Must meet and maintain all requirements of PO4 to include extra responsibilities and projects permanently assigned, handles duties that are advanced or specialized in nature, routinely handle delegated projects in addition to regular duties and train/instruct fellow Officers. Shall be considered acting sergeant if no supervisor is available or can be assigned to over-see a division.
- 6. Good Standing: To be eligible for promotion the Officer must be in good standing (no recent ordinance violation, SOP violation, must maintain standards and requirements).
- 7. Maintain Requirements: Must maintain all requirements and must maintain good standing while working in this position.

**BILL NUMBER: 2024-04**

**ORD. NUMBER:**

**AN ORDINANCE APPROVING THE FINAL PLAT OF TRUNCK SUBDIVISION, A FOUR-LOT SUBDIVISION GENERALLY LOCATED AT THE NORTHEAST INTERSECTION OF BEACHWOOD DRIVE AND OLD SUNRISE ACRES ROAD IN THE VILLAGE OF SUNRISE BEACH, MISSOURI**

**WHEREAS**, the owner of an approximate 20.03 tract of property generally located at the northeast intersection of Beachwood Drive and Old Sunrise Road and further identified as Camden County Parcel No. 002+02-7.0-35.0-000.0-000-037.001 has proposed to subdivide the property as “Trunck Subdivision,” creating four lots to be generally located along Old Sunrise Acres Road, together as shown on the attached Exhibit A; and

**WHEREAS**, the Planning and Zoning Commission reviewed said proposal on February 5, 2024 and the Commission, following the public hearing, did by unanimous affirmative vote recommend approval of the proposal, conditioned upon the Final Plat document all applicable requirements of the Sunrise Beach Zoning Code and Subdivision regulations; and

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

**SECTION ONE.** The Final Plat for “Trunck Subdivision,” a four-lot subdivision of property generally located at the northeast intersection of Beachwood Drive and Old Sunrise Acres, is hereby accepted and approved. The City Clerk is hereby authorized and directed to sign the Village of Sunrise Beach certificate on the plat document on behalf of the Village. The plat shall be recorded with Camden County at the expense of the owner or its agent.

**SECTION TWO.** This authorization and approval is strictly conditioned upon the form of the Final Plat meeting all applicable requirements of the Sunrise Beach Zoning Code and Subdivision regulations as determined by the City Attorney.

**SECTION THREE.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

PASSED BY THE BOARD OF TRUSTEES THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

First Reading Date: \_\_\_\_\_



Second Reading Date: \_\_\_\_\_

Roll Call Vote: Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

APPROVED BY THE BOARD OF TRUSTEES THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

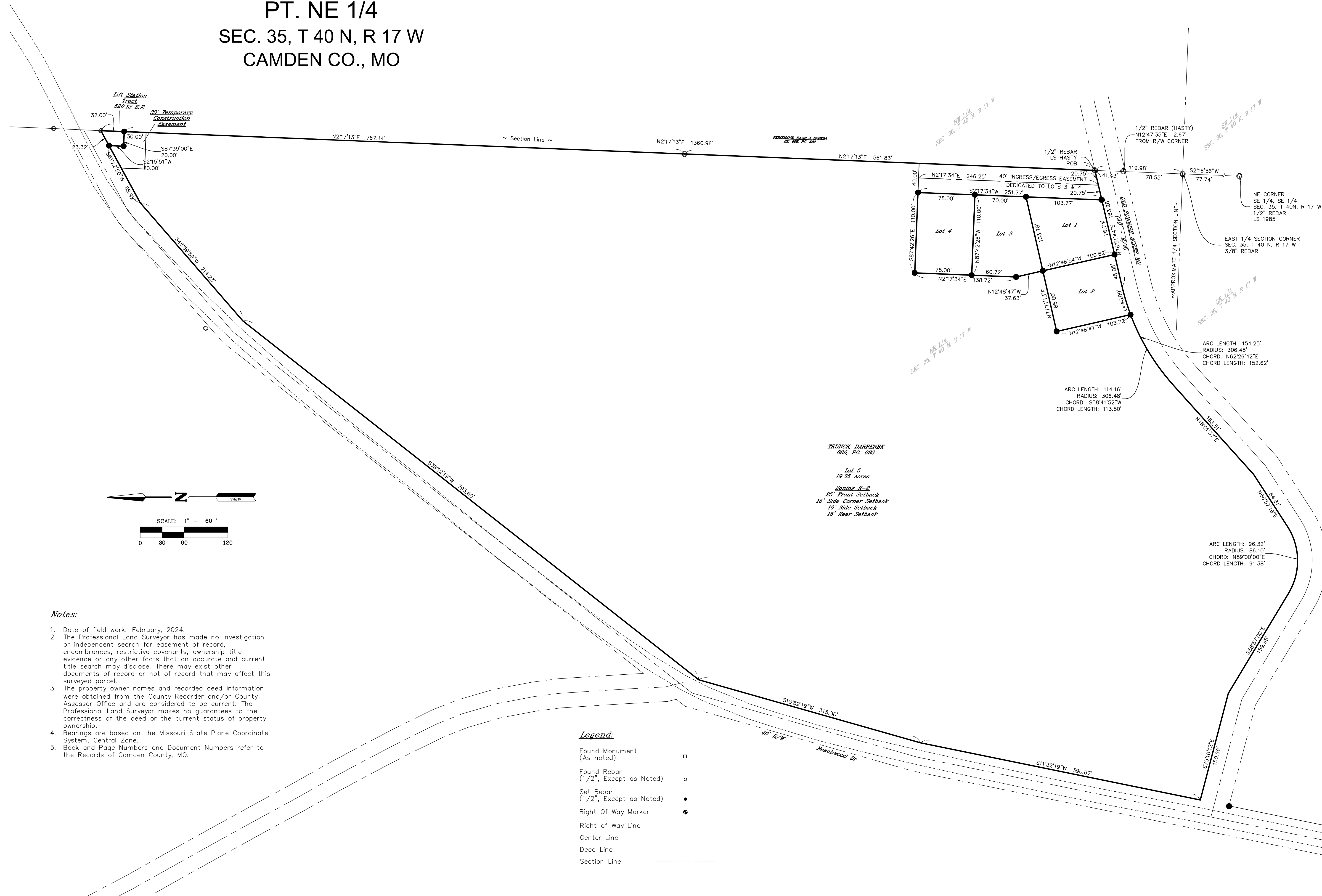
\_\_\_\_\_  
Susan Schneider, Chair

Attest:

\_\_\_\_\_  
City Clerk



# TRUNCK SUBDIVISION PT. NE 1/4 SEC. 35, T 40 N, R 17 W CAMDEN CO., MO



CAD File: 23-10281-C	Field Crew SC
Drawn By: OCS	Approved By: RFA

This drawing and the details on it are the sole property of the Surveyor and may be used for this specific project only. It shall not be loaned, copied, or reproduced, in whole or in part, or for any other purpose of project without the written consent of the Surveyor.

**Alpha Engineering & Surveying, LLC**  
3048 Hwy. 52  
Eldon, MO 65026  
(573) 392-3312  
1037 Osage Beach Rd.  
Osage Beach, MO 65065  
(573) 348-5552

Civil & Structural Engineering  
Land Surveying  
Environmental  
Materials Testing



ALPHA ENGINEERING & SURVEYING, LLC.  
MO State Certificates of Authority:  
LS - 2023034755  
E - 2023033612

The Professional Surveyor's seal affixed to this sheet applies only to material and items as shown on this sheet. All drawings, instruments, or other documents not exhibiting this seal shall not be considered prepared by this Surveyor, and this Surveyor expressly disclaims any and all responsibility for such plans, drawings or documents not exhibiting this seal.

Seals:

2/29/24  
Robert F. Arnold, PLS  
MO # PLS 2191

Surveyor's Certification:  
This is to certify that I, Robert F. Arnold, has made a survey of the above described tract of land, and that said survey conforms to the current minimum standards for property boundary surveys of the Missouri Board for Architects, Professional Engineers, and Land Surveyors, as defined for type Urban Class property.

If the Surveyor's seal is not colored red, this map is a copy and should be assumed to contain unauthorized alterations. The certification contained on this document is granted to those persons or institutions shown and shall not apply to any copies. All information should be disregarded unless verified by the Registered Land Surveyor whose signature appears hereon.

Survey For:  
  
Darren Trunck  
801 Pioneer Rd  
Reinbeck, IA  
50669

Date: 2/29/24	Scale: 1" = 60'
Project Number: 23-10281-C	
Sheet Number: 2 of 2	

**Resolution No. 2024-04**

**A RESOLUTION APPROVING THE PURCHASE OF A BACKHOE / LOADER FOR THE VILLAGE ON SUNRISE BEACH PUBLIC WORKS DEPARTMENT**

**WHEREAS**, the Village of Sunrise Beach has solicited two proposals for the purchase or lease of a new backhoe / loader for the Public Works Department, and both proposals have been solicited through the Sourcewell cooperative purchasing agency, of which the Village is a participating member (Account #223265); and

**WHEREAS**, the Village of Sunrise Beach procurement ordinance provides for procurement of goods and services through cooperative purchasing contracts; and

**WHEREAS**, the Village has canvassed and reviewed the competing proposals and 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:

**SECTION ONE.** A proposal from \_\_\_\_\_ for purchase of a \_\_\_\_\_ at the total price / lease terms as hereinafter specified, is hereby accepted and approved.

**SECTION TWO.** The City Manager is hereby authorized and directed to execute the necessary documents in order to effect the intent of this Resolution. It is further agreed and approved that budget for this purchase shall be provided by Transportation Tax and Capital Improvements Sales Tax funds in equal amounts.

**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 12<sup>th</sup> day of February, 2024.

\_\_\_\_\_  
**Susan Schneider, Chairman**

**Attest**

\_\_\_\_\_  
**City Clerk**

**Caterpillar Financial Services Corporation**

**Finance Proposal**

**CUSTOMER**

Name: CITY OF SUNRISE BEACH

Address \_\_\_\_\_  
 City \_\_\_\_\_  
 State \_\_\_\_\_

Good if: \_\_\_\_\_  
 Acknowledged by \_\_\_\_\_ Mar-6-2024  
 Funded by \_\_\_\_\_ Mar-6-2024

**DEALER**

FOLEY EQUIPMENT COMPANY E130  
 Sales person \_\_\_\_\_ Howard E130, John  
 Dealer contact \_\_\_\_\_ Ryan Edwards E130  
 Telephone \_\_\_\_\_

Quote number \_\_\_\_\_ 4649082  
 Fax Number \_\_\_\_\_  
 Quote Date \_\_\_\_\_ 05-Feb-24  
 Quote Time \_\_\_\_\_ 08:57:53 AM

**FINANCE PROPOSAL**

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Finance Type \_\_\_\_\_ Governmental Lease Quoted By \_\_\_\_\_ Ryan Edwards E130  
 Number of Payments \_\_\_\_\_ 6 Annual Report Created By \_\_\_\_\_ Ryan Edwards E130  
 Payments \_\_\_\_\_ in Advance

	<u>Model</u>	<u>Ann. Hours</u>	<u>Qty</u>	<u>Sale Price</u>	<u>Amount Financed</u>	<u>Payment</u>	<u>Balloon</u>	<u>Fixed Rate</u>
New	416-07	500	1	143,715.00	144,115.00	See Amort. Schedule	31,360.00	6.9900%
New	420-07	500	1	151,620.00	152,020.00	See Amort. Schedule	44,000.00	6.9900%
<b>Total</b>			<b>2</b>	<b>295,335.00</b>	<b>296,135.00</b>	<b>See Amort. Schedule</b>	<b>75,360.00</b>	<b>6.9900%</b>

Special Conditions:  
 416-07

Serial Number - , Model Year - 2024, Standard Environment;  
 Major Attachments-4x2, Air Conditioning, Backhoe Bucket, Cab, Ride Control, Tires; Blades/Buckets/Rippers-Thumb Hydraulic, Forks, General Purpose Bucket;  
 Manual Configuration and Work Tools:

420-07

Serial Number - , Model Year - 2024, Standard Environment;  
 Major Attachments-4x4, Air Conditioning, Backhoe Bucket, Cab, E-Stick Extendable, Ride Control, Tires; Blades/Buckets/Rippers-Thumb Hydraulic, Forks, General Purpose Bucket, Autoshift Transmission;  
 Manual Configuration and Work Tools:

Payment Structure – Asset  
 5 Annual payment(s) 27,745.21  
 1 Stub payment(s) 31,360.00  
 Payment Structure – Asset  
 5 Annual payment(s) 27,491.93  
 1 Stub payment(s) 44,000.00

	<u>Model</u>	<u>Insurance</u>	<u>Payment w/Insurance</u>
New	416-07	1,847.09	Amort. Sch.
New	420-07	1,948.51	Amort. Sch.

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

**CONDITIONS**

- Insurance:** The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.
- Taxes:** All taxes are the responsibility of the customer and may or may not be included in the above payment amount.
- Equipment:** The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States

at all times.

**Approval:** This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Caterpillar Financial Services Corporation  
2120 West End Avenue, Nashville, TN 37203  
(615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Acknowledged by:

\_\_\_\_\_  
Caterpillar Financial Services Corporation

\_\_\_\_\_  
CITY OF SUNRISE BEACH

\_\_\_\_\_  
Date



February 22, 2024

Steve Rasmussen, Senior Vice President  
The Bank of Versailles  
100 S Main  
Laurie, MO 65037  
573-374-3345  
[steve@bankov.com](mailto:steve@bankov.com)

Steve Roth, City Manager  
Village of Sunrise Beach  
PO Box 348  
Sunrise Beach, MO 65079

**RE: Finance quotes, Backhoe / Loader purchase**

Dear Steve Roth:

Thank you for the opportunity to review the finance request for a new backhoe for Sunrise Beach. Ken McCutcheon, the bank's attorney believes we can only quote this as a lease/purchase and not as a 60 month promissory note.

Mr McCutcheon's advice was for the village's attorney to draft lease/purchase documents that he could review subject to our approval of the city's financials. Our interest rate would be 7.40% for the 60 month period.

I will be out of the office until Monday, March 4<sup>th</sup> but if I can answer any questions please contact me on the 4<sup>th</sup>.

Thank you,

Steve Rasmussen



February 28, 2024

RE: Finance quotes for Backhoe/Load purchase-Village of Sunrise Beach

Thank you for the opportunity to bid on your equipment acquisition. Please see below for the terms we could offer:

Loan request: \$150,000 equipment purchase-financed at 80% results in a \$120,000 loan amount

Option 1- \$120,000 financed at 8.875% for 5 years- \$2,483.73 would be the approximate principal and interest payment.

Option 2- \$120,000 financed at 9.25% for 7 years- \$1,945.95 would be the approximate principal and interest payment.

There is a one-time \$100 loan fee and a one-time \$10 UCC filing fee. Please see attached sample financing agreements for the two scenarios referenced above.

Thank you for taking the time to review our proposal. Feel free to reach out to me with any questions you may have.

Shannan Cox  
AVP, Loan Officer  
117 N Business Rt 5  
Camdenton, MO 65020  
573-346-3311  
[scox@oakstarbank.com](mailto:scox@oakstarbank.com)





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

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**February 15, 2024**

**RE: Finance quotes, Backhoe / Loader purchase**

Hello,

The Village of Sunrise Beach is soliciting proposals for financing the purchase of a new Backhoe / Loader for the Village Public Works Department.

The Village anticipates purchasing the unit at a total purchase price of \$150,000, and is requesting quotes to finance the purchase over a minimum 60-month period. The Village anticipates taking delivery of the equipment in the late March / early April 2024 timeframe.

Proposals should be submitted on company letterhead and signed by an authorized official. Proposals should include, at minimum, the following:

- Draft finance agreement
- Interest rate
- Principal and interest payment schedule
- Total finance cost
- Additional terms and conditions as may be applicable.

**Proposals must be received no later than 5 p.m. March 4, 2024.** Proposals will be kept confidential until that date and time. The content of all proposals will be made public following the submittal deadline. Proposals will be forwarded to the Board of Trustees at its March 12, 2024 meeting. The Board reserves the right to reject any and all proposals, to waive informalities and technicalities, and to negotiate directly with any respondent.

Questions may be directed to Steve Roth, City Manager at 573-374-8782 (office) or [steve.roth@sunrisebeachmo.gov](mailto:steve.roth@sunrisebeachmo.gov).

Thank you,

A handwritten signature in blue ink, appearing to be "Steve Roth".

Steve Roth  
City Manager


February 23, 2024

To Whom it May Concern:

This is a request for a one-time forgiveness in the amount of \$1,354.50, due to a catastrophic leak at 206 Oakridge Drive. If we must pay this amount, it would be a financial hardship.

The leak has been repaired and I understand that I will not be entitled to another forgiveness for the life of this account at this address.

Thank you for your time and consideration in this matter.

 2/28/24  
George Roemer

206 Oakridge Dr.

Sunrise Beach, MO 65079

# Reprinted Billing Statement

Sunrise Beach Water System  
P.O. Box 348  
Sunrise Beach, MO 65079  
(573) 374-8782

George Roemer  
206 Oak Ridge Dr  
Sunrise Beach MO 65079

---

Current Meter Reading	321,000	2/21/2024
Prior Meter Reading	254,000	Not Found
Usage Amount	<u>67,000</u>	

Sunrise Beach Water System

**Due Date:03/15/24**

Service	Charges
Water	708.39
Sewer	737.00
Primacy Fee	0.44
<b>Balance Due:</b>	<b>\$1,445.83</b>

Customer Name: George Roemer  
Service Address: 206 Oak Ridge Dr  
Account 282 Route Number: 1



**PAID**

\$ 9133  
2/28/24

---

Please return this portion of the bill with your payment.

George Roemer  
206 Oak Ridge Dr

Account #: 282

Billing Date: 2/23/2024

**Balance** 1,445.83

**Due Date: 03/15/24**

Amount Enclosed: \_\_\_\_\_

# Reprinted Billing Statement

**Alpha Engineering & Surveying**  
3048 Hwy. 52  
Eldon, MO 65026

**PH: (573)392-3312**

Civil & Structural Engineering      Land Surveying      Materials Testing

March 1, 2024

Attn: Trustees of the Village of Sunrise Beach

Subject: Monthly Progress report for Pay App No. 7

Dear Trustees,

Today is day 215 of the 270 days of the Sewer Improvement project.

**Progress of Contract 1:** Brulez Trenching, LLC has both crews working along Cliff Drive on sewer connections. They are installing the grinder tanks and running the 4" service line up to the connection point at the homes and tying the homes in. As of February 29, they have completed all the connections on Cliff Drive. At this time they will move on to KC Way and start connections. COMO will be onsite the first week of March to complete the electrical for the Camden Pass lift station. This will complete COMO's part with installing of the transformer. All the lift stations are on site setting on Beachwood Road and Indian Hills. At the Indian Hills lift station site, we are working on a variance request with Central Missouri Power Corp. to set the station within the power easement. We came across an issue with the land that was purchased along Beachwood with the audible siren. The siren placement did not leave enough room for the Indian Hills lift station to be placed in the planned area. The variance request from C.M.P.C. will correct this.

As always 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. The clean-up of the project will take place at the very last, which is proposed to be around mid-April at this time.

**Sewer connection requests.**

The COMO and Summer point connections have been approved by SRF. We are currently issuing change order No. 2 that includes Summer Point. Steve Roth and Tony Cobb are still working on agreements with the landowners for the COMO connections to place the line outside of the MODOT right of way. We will issue another change order when those agreements are complete. The Summer Point change order will acquire an additional 15 customers to the city collection system.

**Respectfully yours,**

**Jared Wheaton, PE**  
**Principal**

**C295877-01**

**Change Order No. 2**

Date of Issuance: 03/1/2024	Effective Date: 03/1/24
Owner: Village of Sunrise Beach, MO	Owner's Contract No.: 1
Contractor: Contract #1, Brulez Trenching, LLC.	Contractor's Project No.: 1
Engineer: Alpha Engineering and Surveying, LLC.	Engineer's Project No.: 10163-19
Project: Phase III Sewer System Improvements	Contract Name: SBSB Phase III

**The Contract is modified as follows upon execution of this Change Order No 2:** The area is the Summer Point HOA which includes 15 new customers to the city sewer system. The Summer Point Subdivision has a permitted WWTF facility NO. MOGD00029. This facility will be taken out of service by the subdivision once the connection to the city service is completed. The connections will be shown on the as-builts once completed. Another change order will be coming when we have the connection agreements secured for the new COMO office building connection at the North end of the City limits. The force main extensions will be entirely located on the city and MODOT right of way which has had previous disturbance. Please find the attached cost sheet showing the line items adjustments highlighted in yellow. The contract will request a time extension of 30 days to the contract to complete this area. The Substantial completion date is April 27, 2024, the new completion date will be May 27, 2024.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$2,793,018.75	Original Contract Times: <b>270 days.</b> Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[No Change] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> :  \$0	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order:  \$2,793,018.75	Contract Times prior to this Change Order: Substantial Completion: April 27 <sup>th</sup> , 2024 _____ Ready for Final Payment: _____ days or dates
[Decrease] of this Change Order No 2:  \$(3,285.50)	[Increase] [Decrease] of this Change Order: Substantial Completion: <b>May 27<sup>th</sup>, 2024- 30 days</b> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order:  \$2,789,733.25	Contract Times with all approved Change Orders: Substantial Completion: <b>May 27<sup>th</sup>, 2024</b> Ready for Final Payment: _____ days or dates

<p>RECOMMENDED:</p> <p>By: <u>Jared Wheaton</u> Engineer (if required)</p> <p>Title: <u>Project Engineer</u></p> <p>Date: <u>3/4/24</u></p>	<p>ACCEPTED:</p> <p>By: _____ Owner (Authorized Signature)</p> <p>Title: _____</p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: _____ Contractor (Authorized Signature)</p> <p>Title: _____</p> <p>Date: _____</p>
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**Change Order #2**  
**Village of Sunrise Beach - Phase III**  
**Sewer System Improvements**  
**Project No. 10163-19-E1**

Date: 2/29/2024

**Brulez Trenching LLC**

Item No.	Description	Bid Quantity	New Quantities	Unit	Unit Price	New Cost
1	Bonding/Mobilization expense. This amount shall be limited to no more than 5% of the Contract amount.	1	1	LS	\$ 30,000.00	\$ 30,000.00
2	4" SDR-21 Force Main	14,908	14,998	LF	\$ 18.00	\$ 269,964.00
3	Casing	99	99	LF	\$ 160.00	\$ 15,840.00
4	4" Force Main Bore Restraint Joint Pipe, No Casing	561	586	LF	\$ 130.00	\$ 76,180.00
5	3" SDR-21 Force Main	11,070	12,170	LF	\$ 16.00	\$ 194,720.00
6	3" Force Main Bore Restraint Joint Pipe, No Casing	20	20	LF	\$ 128.00	\$ 2,560.00
7	2" SDR-21 Force Main	4,714	4,724	LF	\$ 15.00	\$ 70,860.00
8	2" Force Main Bore Restraint Joint Pipe	20	20	LF	\$ 120.00	\$ 2,400.00
9	1-1/2" SDR-21 Force Main	8,218	7,300	LF	\$ 15.00	\$ 109,500.00
10	1-1/2" Force Main Bore, Restraint Joint Pipe	2,112	3,000	LF	\$ 78.00	\$ 234,000.00
11	Detectable Locator Wire Terminals	4	4	LF	\$ 5.00	\$ 20.00
12	6" SDR-35-Gravity Line	335	425	LF	\$ 26.00	\$ 11,050.00
13	4" SDR-35-Gravity Line	9,516	9,900	LF	\$ 20.00	\$ 198,000.00
14	4" SDR-35 PVC Encasement Sleeve	800	800	LF	\$ 10.00	\$ 8,000.00
15	6" SDR-35 PVC Encasement Sleeve	600	600	LF	\$ 16.00	\$ 9,600.00
16	Electrical Wiring in Conduit from Power Supply to Pump	7,370	7,370	LF	\$ 14.00	\$ 103,180.00
17	4" Gate Valve and Box	8	8	EA	\$ 1,100.00	\$ 8,800.00
18	3" Gate Valve and Box	5	6	EA	\$ 1,000.00	\$ 6,000.00
19	2" Gate Valve and Box	7	8	EA	\$ 800.00	\$ 6,400.00
20	Truck Charge)	5	5	EA	\$ 500.00	\$ 2,500.00
21	Air Release Valve	12	12	EA	\$ 3,400.00	\$ 40,800.00
22	Concrete Anchors	57	57	EA	\$ 150.00	\$ 8,550.00
23	Concrete Encasement	10	10	EA	\$ 30.00	\$ 300.00
24	Simplex Grinder Station Complete-in-place	44	44	EA	\$ 6,900.00	\$ 303,600.00
25	Duplex Grinder Station 4' by 6' Basin, Complete-in-place	11	13	EA	\$ 9,800.00	\$ 127,400.00
26	Duplex Grinder Station 4' by 8' Basin, Complete-in-place	2	2	EA	\$ 11,200.00	\$ 22,400.00
27	Retro-fit Simplex Grinder Station (Pump & Panel) Complete-in-place.	12	14	EA	\$ 6,179.00	\$ 86,506.00
28	Station (Pump & Panel) Complete-in-place	1	1	EA	\$ 6,777.00	\$ 6,777.00
29	Lift Station (Indian Hills)	1	1	EA	\$ 184,500.00	\$ 184,500.00
30	Lift Station (Old Sunrise Acres)	1	-	EA	\$ 88,400.00	\$ -
31	Lift Station (Camden Pass)	1	1	EA	\$ 129,400.00	\$ 129,400.00
32	Lift Station (Cliff Dr.)	1	1	EA	\$ 103,400.00	\$ 103,400.00
33	Lift Station Retrofit (WWTP NO. 1)	1	1	EA	\$ 140,900.00	\$ 140,900.00
34	Lift Station (Eddie Rd.)	1	1	EA	\$ 166,400.00	\$ 166,400.00
35	Repair & Replace Concrete Surface	40	144	EA	\$ 20.00	\$ 2,880.00
36	Repair & Replace Asphalt Surface	1,480	300	EA	\$ 18.00	\$ 5,400.00
37	Repair & Replace Gravel Surface	1,450	850	EA	\$ 26.30	\$ 22,355.00
38	Repair & Replace 2" Brown Gravel Surface	150	150	EA	\$ 45.00	\$ 6,750.00
39	Site Restoration	58,943	57,473	EA	\$ 1.25	\$ 71,841.25

<b>New Contract Amount</b>	<b>\$ 2,789,733.25</b>
<b>Previous Contract amount</b>	<b>\$ 2,793,018.75</b>
<b>Difference</b>	<b>\$ (3,285.50)</b>

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

1. TYPE OF REQUEST: <input checked="" type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		3. PAYMENT REQUEST NUMBER: <u>  7  </u> PAGE 1 OF <u>  1  </u>	
2. PROJECT NUMBER: <u>  c295877-01  </u>		4. PERIOD COVERED BY THIS REPORT: from: <u>  2/3/24  </u> to: <u>  3/4/24  </u>	
5. RECIPIENT ORGANIZATION: <b>Village of Sunrise Beach</b> <b>16363 MO-5</b> <b>SUNRISE BEACH, MO 65079</b>		6. LOAN TRUSTEE: UMB BANK, NA IN TRUST FOR CAMDEN COUNTY PWSD NO 1 2 S. BROADWAY, SUITE 600 <span style="float:right">C295877-01</span> ST. LOUIS, MO 63102	
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. <b>Engineer - Shoreline Surveying &amp; Engineering</b>	\$ 48,504.20	\$ 770,096.30	
B. <b>Contractor -Brulez Trenching LLC</b>	\$ 422,009.00	\$ 1,934,961.15	
C. <b>Attorney - McCaffree ( No Change)</b>	\$ -	\$ 68,025.00	
D.			
E.			
F.			
G.			
H.			
I.			
J.			
K.			
L.			
<b>Z. Total from continuation sheet (lines 7.M. - 7.Y.)</b>			
<b>AA. Eligible costs incurred to date</b>	\$ 470,513.20	\$ 2,773,082.45	
<b>FOR OFFICE USE ONLY</b>	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.
<b>8. CERTIFICATION:</b> 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.	<b>RECIPIENT:</b>	Signature of authorized certifying official:	
		Date signed:	
		Typed or printed name and title:	
	<b>DNR REVIEWER: Office Use Only</b>	Signature of review official:	
		Date signed:	
		Typed or printed name and title:	



ENGINEERS' JOINT CONTRACT DOCUMENTS COMMITTEE

# Contractor's Application for Payment No. 7

To (Owner):	Village of Sunrise Beach, MO	Application Period:	Feb 2, 2023 to March 1, 2024	Application Date:	3/1/2024
Project:	Village of Sunrise Beach, MO, Phase III Sewer System	From (Contractor):	Bruliz Trenching L.L.C.	Via (Engineer):	Shorline Surveying & Engineering, LLC
Contract:	Contract 1, Sewer System Improvements	Contractor's Project No.:	No. 1	Engineer's Project No.:	Job NO. 10163-19
Owner's Contract No.:	C295877-01				

### Application For Payment Change Order Summary

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


1. ORIGINAL CONTRACT PRICE..... \$ 2,793,018.75
2. Net change by Change Orders..... \$
3. Current Contract Price (Line 1 + 2)..... \$ 2,793,018.75
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)..... \$ 2,176,637.00
5. RETAINAGE:
  - a. 5% X \$1,775,061.00 Work Completed..... \$ 888,753.05
  - b. 5% X \$401,576.00 Stored Material..... \$ 200,788.00
  - c. Total Retainage (Line 5a + Line 5b)..... \$ 1,089,541.05
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ 2,067,295.15
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 1,611,710.15
8. AMOUNT DUE THIS APPLICATION..... \$ 455,585.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)..... \$ 725,213.60

**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: 3/1/24

Payment of \$ 455,585.00 (Line 8 or other - attach explanation of the other amount)

is recommended by:  (Engineer) 3/1/24 (Date)

Payment of \$ 455,585.00 (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: 7

Application Period: Feb 2, 2023 to March 1, 2024 Application Date: 3/1/2024

A		B		C		D		E		F	
Bid Item No.	Item 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%	\$2,664.00	
2	4" SDR-21 Force Main	14,908	\$ 18.00	\$268,344.00	14760	\$265,680.00		\$265,680.00	99.0%		
3	4" Force Main Bore Restraint Joint Pipe w/8" PVC Casiing	99	\$ 160.00	\$15,840.00	99	\$15,840.00		\$15,840.00	100.0%		
4	4" Force Main Bore Restraint Joint Pipe, No Casiing	561	\$ 130.00	\$72,930.00	561	\$72,930.00		\$72,930.00	100.0%		
5	3" SDR-21 Force Main	11,070	\$ 16.00	\$177,120.00	11070	\$177,120.00		\$177,120.00	100.0%		
6	3" Force Main Bore Restraint Joint Pipe, No Casiing	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	4714	\$70,710.00		\$70,710.00	100.0%		
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	5715	\$85,725.00		\$85,725.00	69.5%	\$37,545.00	
10	1-1/2" Force Main Bore, Restraint Joint Pipe	2,112	\$ 78.00	\$164,736.00	2112	\$164,736.00		\$164,736.00	100.0%		
11	Detectable Locator Wire Terminals	4	\$ 5.00	\$20.00	4	\$20.00		\$20.00	100.0%		
12	6" SDR-35-Gravity Line	335	\$ 26.00	\$8,710.00	335	\$8,710.00		\$8,710.00	100.0%		
13	4" SDR-35-Gravity/Service Line	9,516	\$ 20.00	\$190,320.00	7006	\$140,120.00		\$140,120.00	73.6%	\$50,200.00	
14	4" SDR-35 PVC Encasement Sleeve	800	\$ 10.00	\$8,000.00	580	\$5,800.00		\$5,800.00	72.5%	\$2,200.00	
15	6" SDR-35 PVC Encasement Sleeve	600	\$ 16.00	\$9,600.00	600	\$9,600.00		\$9,600.00	100.0%		
16	Electrical Wiring in Conduit from Power Supply to Pump	7,370	\$ 14.00	\$103,180.00	5722	\$80,108.00		\$80,108.00	77.6%	\$23,072.00	
17	4" Gate Valve and Box	8	\$ 1,100.00	\$8,800.00	6	\$6,600.00		\$6,600.00	75.0%	\$2,200.00	
18	3" Gate Valve and Box	5	\$ 1,000.00	\$5,000.00	5	\$5,000.00		\$5,000.00	100.0%		
19	2" Gate Valve and Box	7	\$ 800.00	\$5,600.00	6	\$4,800.00		\$4,800.00	85.7%	\$800.00	
20	4" PVC Ball valve w/3" to 4" Reducer. (Include Pump Truck Charge)	5	\$ 500.00	\$2,500.00	5	\$2,500.00		\$2,500.00	100.0%		
21	Air Release Valve	12	\$ 3,400.00	\$40,800.00	12	\$40,800.00		\$40,800.00	100.0%		
22	Concrete Anchors	57	\$ 150.00	\$8,550.00	57	\$8,550.00		\$8,550.00	100.0%		
23	Concrete Encasement	10	\$ 30.00	\$300.00						\$300.00	
24	Simplex Grinder Station Complete-in-place	44	\$ 6,900.00	\$303,600.00	34	\$234,600.00	\$30,860.00	\$265,460.00	87.4%	\$38,140.00	
25	Duplex Grinder Station 4' by 6' Basin, Complete-in-place	11	\$ 9,800.00	\$107,800.00	9	\$88,200.00	\$13,948.00	\$102,148.00	94.8%	\$5,652.00	
26	Duplex Grinder Station 4' by 8' Basin, Complete-in-place	2	\$ 11,200.00	\$22,400.00	1	\$11,200.00	\$7,917.00	\$19,117.00	85.3%	\$3,283.00	
27	Retro-fit Simplex Grinder Station Pump & Panel Complete-in-place.	12	\$ 6,179.00	\$74,148.00	6	\$37,074.00	\$13,074.00	\$50,148.00	67.6%	\$24,000.00	
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			\$109,000.00	\$109,000.00	59.1%	\$75,500.00	
30	Lift Station (Old Sunrise Acres)	1	\$ 88,400.00	\$88,400.00				\$88,400.00		\$88,400.00	
31	Lift Station (Carnden Pass)	1	\$ 129,400.00	\$129,400.00	0.7	\$90,580.00		\$90,580.00	70.0%	\$38,820.00	
32	Lift Station (Cliff Dr.)	1	\$ 103,400.00	\$103,400.00	0.95	\$98,230.00		\$98,230.00	95.0%	\$5,170.00	
33	Lift Station Retrofit (WWRP NO. 1)	1	\$ 140,900.00	\$140,900.00			\$114,500.00	\$114,500.00	81.3%	\$26,400.00	
34	Lift Station (Eddie Rd.)	1	\$ 166,400.00	\$166,400.00			\$108,000.00	\$108,000.00	64.9%	\$58,400.00	



# Stored Material Summary

# Contractor's Application

For (Contract):		Contract 1, Sewer System Improvements		Application Number: 7							
Application Period:		Feb 2, 2023 to March 1, 2024		Application Date: 3/1/2024							
Bid Item No.	A Supplier Invoice No.	B Submittal No. (with Specification Section No.)	C Storage Location	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	\$71,616.00	
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	\$32,132.00	
6				3" Force Main Bore Restraint Joint Pipe, No Casing							
7	T29571		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	\$7,835.20	
8				2" Force Main Bore Restraint Joint Pipe							
9	T29571		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	\$10,610.60	
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	28063L		Beachwood Rd	Simplex Grinder Station Complete-in-place (\$3,086.00 Each)	8/2023	\$135,784.00		\$135,784.00	9/2023	\$104,924.00	\$30,860.00
25	28063L		Beachwood Rd	Duplex Grinder Station 4' by 6' Basin, Complete-in-place	8/2023	\$76,714.00		\$76,714.00	9/2023	\$62,766.00	\$13,948.00
26	28063L		Beachwood Rd	Duplex Grinder Station 4' by 8' Basin, Complete-in-place	8/2023	\$15,834.00		\$15,834.00	9/2023	\$7,917.00	\$7,917.00
27	28063L		Beachwood Rd	Retro-fit Simplex Grinder Station (Pump & Basin) complete-in-place.	8/2023	\$26,148.00		\$26,148.00	9/2023	\$13,074.00	\$13,074.00
28	28063L		Beachwood Rd	Keeyner's RV Park, Retro-fit Grinder Duplex Grinder Station	8/2023	\$4,277.00		\$4,277.00	9/2023	\$4,277.00	\$0.00
29				Lift Station (Indian Hills)	3/2024	\$109,000.00		\$109,000.00			\$109,000.00
30				Lift Station (Old Sunrise Acres)							
31				Lift Station (Camden Pass)							
32				Lift Station (Cliff Dr.)							
33				Lift Station Retrofit (WWRP NO. 3)	3/2024	\$114,500.00		\$114,500.00			\$114,500.00
34				Lift Station (Eddie Rd.)	3/2024	\$108,000.00		\$108,000.00			\$108,000.00
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							
				<b>Totals</b>		\$380,950.80	\$331,500.00	\$712,450.80		\$310,874.80	\$401,576.00



Haynes Equipment Co.  
 15725 Pflumm Rd.  
 Olathe, KS 66062  
 (913) 782-4962  
 Fax: 913-782-5894  
 www.haynesequip.com

# Invoice

Invoice Number	28703A
Invoice Date	2/22/2024
Terms	Net 30

Sold To:  
 Brulez Trenching LLC  
 31572 Golden Oaks  
 Gravois Mills, MO 65037

Ship To  
 Village of Sunrise Beach, MO

PO Number		Job Number
		223-2582

Rep	Job Name
ZE	

Item	Description	Rate	Qty	Amount
Misc-KC Jobs	Bid Item #29 Indian Hills Lift station balance	109,000.00	1	109,000.00

Past Due Invoices Are Subject To Late Fee's  
 Of 1 1/2% Per Month  
 Terms: Net 30 Days

Memo:

<b>Net Invoice:</b>	\$109,000.00
<b>Sales Tax: (0.0%)</b>	\$0.00
<b>Invoice Total:</b>	\$109,000.00

# Shoreline Surveying & Engineering, LLC

## INVOICE

Our New Address:

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

DATE: March 1, 2024  
INVOICE#: 6512g

**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
<b>Basic Services:</b>				
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	\$ 60,000.00	\$ 15,000.00	\$ 7,500.00
Post-Construction Phase (% Complete)	\$ 25,000	\$ -	\$ 25,000.00	\$ -
Resident Project Representative (Hourly)	\$ 176,800	\$ 137,716.30	\$ 39,083.70	\$ 15,142.90
Amendment No. 1 (% Complete)	\$ 59,600	\$ 17,880.00	\$ 41,720.00	\$ 17,880.00
<b>Additional Services (Hourly)</b>				
Design Surveying/Easement Drafting (capped)	\$ 55,000	\$ 55,000.00	\$ -	\$ -
Construction Staking	\$ 75,000	\$ 64,500.00	\$ 10,500.00	\$ 7,981.30
Easement Procurement (Capped)	\$ 85,000	\$ 85,000.00	\$ -	\$ -
<b>Total Due</b>				<b>\$ 48,504.20</b>
<b>Phase Breakdown</b>				
		<b>% Complete</b>	<b>% Remaining</b>	<b>Total Due</b>
Construction Phase		80%	20%	\$ 7,500
Amendment No. 1		30%	70%	\$ 17,880
<b>Construction Staking</b>				
	<b>Prev. Invoiced (HR)</b>	<b>Hr/Mi</b>	<b>RATE</b>	<b>Total Due</b>
Jared Wheaton, PE		8	\$ 110.00	\$ 880.00
Adrain Kirkweg (Sr. Drafter)		16	\$ 80.00	\$ 1,280.00
2-Man Survey Crew w/Instr.		30	\$ 175.00	\$ 5,250.00
Mileage		985	\$ 0.58	\$ 571.30
	\$ -		<b>Total Phase</b>	\$ 7,981.30
<b>Resident Project Rep.</b>				
	<b>Prev. Invoiced (HR)</b>	<b>HRS</b>	<b>RATE</b>	<b>Total Due</b>
Jared Wheaton, PE		68	\$ 110.00	\$ 7,480.00
Tony Cobb (Sr. Project Representative)		100	\$ 65.00	\$ 6,500.00
Mileage		2005	\$ 0.58	\$ 1,162.90
	\$ -		<b>Total Phase</b>	\$ 15,142.90
<b>Total Due This Period</b>				<b>\$ 48,504.20</b>

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!**

**10163-19, Village of Sunrise Beach, Phase III, Item No. 13 Ineligible Costs**

<b>Item No. 13</b>	<b>Running Total Completed To date from Pay App</b>	<b>Sub-tract Previous Month</b>	<b>Minus Retainage amount to Be Paid</b>	<b>PAID</b>	<b>Date</b>
Pay App No. 1	\$ 14,580.00	\$ -	\$ 13,851.00		
Pay App No. 2	\$ 24,080.00	\$ 9,500.00	\$ 9,025.00		
Pay App No. 3	\$ 25,180.00	\$ 1,100.00	\$ 1,045.00		
Pay App No. 4	\$ 43,280.00	\$ 18,100.00	\$ 17,195.00		
Pay App No. 5	\$ 73,960.00	\$ 30,680.00	\$ 29,146.00		
Pay App No. 6	\$ 104,240.00	\$ 30,280.00	\$ 28,766.00		
Pay App No. 7	\$ 140,120.00	\$ 35,880.00	\$ 34,086.00		
Pay App No. 8		\$ (140,120.00)			
Pay App No. 9		\$ -			

**Note: 5% Retainage is being held until end of project.**