



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

BOARD OF TRUSTEES MEETING

Monday, May 13, 2024

Regular Board Meeting – 5:00 P.M.

Sunrise Beach City Hall, 16537 N Highway 5

This meeting is open to the public.

This meeting is planned to be livestreamed 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 April 9, 2024 regular meeting
5. Approval of the minutes from the April 22, 2024 special meeting
6. Public Hearing
 - a. A public hearing to hear comments on petitions for voluntary annexation and proposed rezoning of property generally located at State Route TT west of Shawnee View Road, including parcels adjacent to Shawnee View Road, Putt N Bay Drive and Tropical Trail Road, and including Paradise Tropical Restaurant. The property includes 13 parcels and totals approximately 68 acres. The petition includes a request for Sunrise Beach zoning classifications of certain parcels, including C-3 commercial for vacant land parcels and LFC-3 for the Lakefront properties.
7. Chairman of the Board report
8. Visitor Comments
9. Ordinances and Resolutions
 - a. Bill No. 2024-14 Paradise An Ordinance Approving a Petition for Voluntary Annexation filed by Tucker Capital LLC, Tucker Investments LLC and Drake Marine, Inc. Regarding Certain Properties Contiguous and Compact to the Village of Sunrise Beach, Missouri: Annexing Said Property into the Village; Adopting Zoning District Classifications for the Property; and Authorizing Other Actions in Connection with Such Annexation (*first reading*)
 - b. Bill No. 2024-15 An Ordinance of the Village of Sunrise Beach Prohibiting Nuisances, Requiring the Abatement of Nuisances, and Setting the Penalties for Violation (*first reading*)
 - c. Bill No. 2024-16 An Ordinance Regulating Junked Vehicles and Storage of Junked Vehicles in the Village of Sunrise Beach.
 - d. Resolution 2024-08 A Resolution Approving and Authorizing a Subscription to the Small Utility Billing Software (SUBS) Utility Billing Program Owned and Serviced by the

- Missouri Rural Water Association; and Authorizing Certain Other Actions Thereto
- e. Resolution 2024-09 A Resolution Authorizing and Accepting a Revised Fee Agreement with Cochran Engineering for Professional Services Relating to the 2024 PPMP Program
- f. Resolution 2024-10 A Resolution Authoring and Approving an Agreement with Navigate Building Solutions for Professional Services Relating to Contemplated Municipal Building Improvements
- 10. Old Business
 - a. Bill No. 2024-10 An Ordinance Amending Ordinance 09-10, Providing for Amendments to the Zoning Code and Land Subdivision Regulations of the Village of Sunrise Beach, Missouri (*second reading*)
 - b. Bill No. 2024-11 An Ordinance Establishing a User Charge System for the Village of Sunrise Beach, to Provide Funds Needed to Pay for all Expenses Associated with the Village Water System (*second reading*)
 - c. Bill No. 2024-12 An Ordinance Establishing a User Charge System for the Village of Sunrise Beach, to Provide Funds Needed to Pay for all Expenses Associated with the Village Wastewater System (*second reading*)
 - d. Bill No. 2024-13 An Ordinance Approving a Petition for Voluntary Annexation filed by Prestige Lakewide LLC Regarding Certain Property Contiguous and Compact to the Village of Sunrise Beach, Missouri: Annexing Said Property into the Village; Adopting Zoning District Classifications for the Property; and Authorizing Other Actions in Connection with Such Annexation (*second reading*)
- 12. City Administrator report
- 13. Chief of Police report
- 14. Committee Reports
 - a. Finance
 - i. Approve the List of Bills
 - ii. Approve Phase III Sewer Project Pay Application 9; Brulez Trenching LLC, \$127,497.31; and Shoreline Surveying & Engineering, \$35,404.90
 - iii. Approve Change Order 3, Brulez Trenching, total contract addition, \$240,874
 - iv. Approve Contract 1, Brulez Trenching, Summer Point water extension, \$75,951
 - v. Approve Contract 2, Brulez Trenching, CoMO Connect water extension, \$92,035
- 15. 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



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

BOARD OF TRUSTEES MEETING MINUTES

TUESDAY, APRIL 9, 2024

Call to order 6:00p.m.

Pledge of Allegiance lead by Susan Schneider, Chairman of the Board.

Roll call read by Erin Hays, City Clerk

Present: Board of Trustees

Greg Gordon

Steve Barthol

Susan Schneider

Steve Carter

Michael George

Motion to approve April 9, 2024, Meeting Agenda given by Steve Barthol, second by Steve Carter. All in favor, approved.

Motion to approve March 12, 2024, regular meeting minutes by Steve Barthol, second by Steve Carter. All in favor, approved.

Report of election results by the City Clerk. Morgan County official results: Two -year term, vote for two:

Stephen M. Barthol-4 Steve Carter-4

Jaime Stoller-4 Travis Dejong-3

For Trustee, One-year term; vote for one:

Michael George-4 Non-Certified Write In, Debbie Stoller-2 Non-Certified Write In, Jaime Stoller -1

Unofficial Camden County (Preliminary results) read has Trustee Two-year term (vote 2)

Stephen M Barthol,23 Steve Carter,22 Travis Dejong,20 Jaime Stoller,17

One-year term (vote 1) Michael George, 25

Official Camden County results were delayed by mail.

Motion to elect Susan Schneider Chairman of the Board of Trustees for Sunrise Beach, given by Steve Barthol, Second by Steve Carter. All in favor, approved.

Chairman of the Board Schneider read a thank you letter from Linn Creek Police Department for the loan of a patrol vehicle. Chairman reports keeping UV lights on at both North and South plants for the safety of the citizens of Sunrise Beach. Chairman Schneider shared her appreciation to Charleen Hays, Dalia Shamburg, and Erin Hays in the new look of City Hall's office. Chairman Schneider reports upcoming contract for road repairs for the City of Sunrise Beach. Camden County involved in finding a solution to the road, Trails End. The opening of the City of Sunrise Beach Facebook page for up-to-date information.

Chairman Schneider proclaims April 2024 Child Abuse Prevention Month. Kids' Harbor Director of Development, Dave Shipp gave City Hall signage and pinwheels to help bring awareness to their Center and cause.

Visitor Comments: Dave Shipp, Director of Development for Kids' Harbor Child Advocacy Center had a picture taken with the Board of Trustees to commemorate making April 2024 the awareness month for the prevention of child abuse. Kid's Harbor is currently in 10 Counties and 21 school Districts.

Bill No. 2024-10 An Ordinance Amending Ordinance 09-10 for Amendments to the Zoning Code and Land Subdivision Regulations of the Village of Sunrise Beach, Missouri (1st Reading)

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

Second reading scheduled for Board of Trustee Meeting May 2024

Bill No. 2024-11 An Ordinance Establishing a User Charge System for the Village of Sunrise Beach, to Provide Funds Needed to Pay for All Expenses Associated with the Village Water System (1st Reading)

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

Second reading scheduled for Board of Trustee Meeting May 2024

Bill No. 2024-12 An Ordinance Establishing a User Charge System for the Village of Sunrise Beach, to Provide Funds Needed to Pay for All Expenses Associated with the Village of Wastewater System (1st Reading)

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

Second reading scheduled for the Board of Trustees Meeting May2024

Resolution 2024-07 A Resolution Authorizing and Approving a Proposal from Axon Enterprise, Inc for the Purchase of Five Axon Tasers for the Sunrise Beach Police Department.

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

Old Business

Bill No. 2024-07 An Ordinance Regulating the Use of the Public Water System, the Installation and Connection of Water Service, Providing Penalties for Violations Thereof in the Village of Sunrise Beach, Missouri (2nd Reading, 1st Reading 3-12-2024)

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

Motion to approve by Steve Carter, seconded by Steve Barthol: Roll Call vote, Greg Gordon, Steve Barthol, Susan Schneider, Steve Carter, Michael George Ayes, No Nays.

Approved on April 9,2024.

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 (2nd Reading, 1st Reading 3-12-2024)

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

Motion to approve given by Steve Carter, second by Steve Barthol: Roll Call vote, Michael George, Steve Carter, Susan Schneider, Steve Barthol, Greg Gordon Ayes, No Nays

Approved on April 9,2024

Bill No. 2024-09 An Ordinance of the Village of Sunrise Beach to Establish a Lead Ban in Public and Private Drinking Water Plumbing (2nd Reading, 1st Reading 3-12-2024)

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

Motion to approve given by Greg Gordon, second by Steve Barthol, Roll Call, Greg Gordon, Steve Carter, Susan Schneider, Steve Barthol, Michael George Ayes. No Nays.

Approved on April 9,2024,

City Admin Report

Steve Roth, City Manager and Chairman Susan Schneider attended a meeting with Camden County on March 28th. The results were a general agreement to share the cost of paving the Trails End Road 50/50. Request for the Board to vote on drafting an agreement.

Steve Barthol motions to go forward with the agreement for 50/50 with Camden County, Michael George seconds, Steve Carter Nay and Greg Gordon undecided. Not Approved

Motion for research and fact finding to create a draft in the future is given by Steve Barthol, seconded by none. Tabled for future discussion.

The City Manager discusses the difficulties in the extension of the water/sewer line to the Trails End property. The expenses will be discussed with future research along with the paving agreement with Camden County. Subject tabled.

Oak Ridge Lift Station fence proposal given by Lake Central Fence LLC Total Cost \$8,276.48 and by Truesdell Fence Total Cost \$ \$5,200.00 with \$2,600.00 down payment required.

Motion to approve Truesdell proposal by Steve Barthol, seconded by Steve Carter, all in favor. Approved on April 9,2024

Chief Report:

Chief Craig read his March report of sixty calls for service, three hundred and sixty self-initiated activities, issued fifty-six citations and fifty-seven warnings. Sunrise Beach Police Department is one of the six agencies that belong to the Sexual Assault Response Team (SART). Awarded an Overtime Grant for a Click It or Ticket campaign from May 5th to June 2nd. Currently working with a DWI Grant from March 15th to April 19th and the Young seatbelt grant from April 1st to April 15th.

Committee Reports:

Finance:

Approve the List of Bills; Motion Steve Barthol. Second Steve Carter, all in favor. Approved April 9, 2024

Approve Phase III Sewer Project Pay Application 8: Brulez Trenching LLC \$162,376.38 and Shoreline Surveying & Engineering \$55,397.50. Motion by Steve Barthol, seconded by Steve Carter, all in favor. Approved April 9,2024.

Motion to adjourn Steve Carter, seconded by Steve Barthol, all in favor. Approved at 6:54pm on April 9, 2024.

Adjourned. 6:54p.m. April 9,2024

Chairman of the Board of Trustees

Susan Schneider

City Clerk

Erin Hays

(seal)



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

MEETING MINUTES

Board of Trustee Special Meeting

April 22, 2024

Call to Order: Chairman Susan Schneider at 6:00p.m.

Roll Call: City Clerk Erin Hays

Trustee Michael George: Present

Trustee Steve Carter: Present

Trustee Susan Schneider: Present

Trustee Steve Barthol: Absent

Trustee Greg Gordon:

Other Attendees included Attorney Nathan Nickolaus, City Manager Steve Roth, City Clerk Erin Hays, Chief Craig and George Tucker.

Chairman opened for public comment. No comments given.

Bill No. 2024-13 An Ordinance Approving for Voluntary Annexation Filed by Prestige Lakewide LLC Regarding Certain Property Contiguous and Compact to the Village of Sunrise Beach, Missouri; Annexing Said Property into the Village of Sunrise Beach; Adopting Zoning District Classifications for the Property and Authorizing Other Actions in Connection with such Annexation (first reading)

Motion to approve first reading given by Steve Carter, second by Michael George, all in favor, all. Approved

Resolution 2024-08 A Resolution Authorizing the Chairman of the Board of Trustees to Enter into Agreement with Prestige Lakewide LLC Pertaining to Voluntary Annexation of Certain Parcels and Properties into the Village of Sunrise Beach, Missouri.

Motion to approve by Steve Carter, second by Michael George, all in favor, all. Approved on April 22, 2024.

Resolution 2024-09 A Resolution Authorizing and Approving an Application for Transportation Alternatives Program (TAP) Funding for Construction of the Beachwood Bike-Ped Byway Project (Phase I) in the Village of Sunrise Beach

Motion to approve by Greg Gordon, second by Steve Carter, all in favor, all. Approved on April 22,2024.

Miscellaneous: No other business

Motion to Adjourn by Steve Carter, second Greg Gordon, all in favor, all. Meeting Adjourned 6:08p.m.

Chairman of the Board

Susan Schneider

City Clerk

Erin Hays



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

May 9, 2024

TO: Chairman Schneider and the Board of Trustees
RE: City Manager report, May 13 meeting

Hello everyone,

Please note the following with respect to the May 13 meeting:

1. **Public Hearing, Paradise voluntary annexation.** This public hearing is set to hear comments on the proposed annexation of approximately 68 acres east of Route TT, including Paradise Tropical Restaurant. A map of the annexation area is included with the meeting materials, along with the annexation petitions and other items. There's a total of 13 parcels in this annexation, which would be made contiguous following annexation of the Franky & Louie's / Deer Valley RV park properties. The Planning and Zoning Commission reviewed this item at its May 6 meeting and was unanimous in recommending approval.

The properties are owned by Tucker Investments, Tucker Capital and Drake Marine, and are vacant land with the exception of the lakefront restaurant and two homes to the north of the restaurant. The petitions request commercial zoning for the properties, including C-3 for the vacant parcels and LFC-3 for the lakefront properties. The annexation **does not include the public roads** adjacent to the properties, including State Route TT, Putt N Bay Drive, Shawnee View Drive and Tropical Trail Road.

The commercial zoning is intended to allow for the potential future development of a residential living center or perhaps banquet / event center, which would be permitted under the C-3 zoning. The LFC-3 zoning would allow for water parks or similar entertainment venue; the property owners have indicated potential plans to develop a pool / aquatic facility at the Paradise location, which would be accommodated under this zoning. A representative of the Paradise ownership group will attend the meeting to provide further information.

Please note that as a voluntary annexation, the City would have no commitment to extend utilities in any specific timeframe. Water and sewer however is available in fairly near vicinity to the property (Tower 2 @ Doctor's Landscaping for water, and TT-Pisces Road for sewer), so future development of these properties may potentially utilize the public water-sewer. However there would be no requirement that water-sewer be extended as a condition of future development.

The primary obligation of the City under annexation is to provide law enforcement services. Chief Craig and I have reviewed and while we would expect some call volume to come from the Paradise location, we feel it would be manageable and similar to other lakefront restaurants / resorts / bars we patrol currently. Chief Scott Craig will attend the meeting to address any law

enforcement concerns.

2. **Bill 2024-15 Nuisance ordinance.** This bill would replace our existing nuisance ordinance with a more comprehensive ordinance. The bill was drafted by the City Attorney who can provide more information at the meeting. The bill would provide for an abatement procedure and contains other provisions relating to enforcement. Assuming Board approval, in general it would be our approach to essentially write summons for nuisance violations and refer them to the prosecuting attorney for prosecution in Municipal Court. Actual nuisance abatement by the City would be a last resort and in my opinion should only be done if ordered by the Court. We would also intend to enforce the ordinance primarily on a complaint basis, meaning we would not send our police officers out specifically looking for nuisance violations. Chief Craig and I can both address this topic in more detail if desired.
3. **Bill 2024-16 Auto storage ordinance.** This bill sets certain standards for storage of junked and /or inoperable vehicles at auto repair shops and auto dealerships. The bill essentially allows storage of such vehicles for up to 180 days, as long as the vehicle is clearly being offered for sale. The intent of the bill is to discourage long term storage of junked vehicles, or essentially “junkyards” on these properties. The City Attorney drafted this bill and can address further questions at the meeting.
4. **Resolution 2024-08, SUBS utility billing system.** This Resolution formally adopts the Small Utility Billing Software (SUBS) utility billing system as provided by Missouri Rural Water Association (MRWA). We have been a MRWA member for years but was only recently made aware of this software system. It is very simple but effective, in that it allows bills to be sent either by email or text directly from the software. We don’t have this capability now. We looked at other more comprehensive solutions but found them to be quite costly and also would require a lot of staff time to implement. The SUBS solution we feel would be a simpler approach that meets the primary goal of sending bills electronically. It is very inexpensive (only \$300 per year, as opposed to several thousand for other solutions we looked at). It also has the added benefit of being closely linked with our meter reading software (Sensus) which would also be a benefit. The primary drawback is that payments will not post directly to the accounting software (Quickbooks) and customers will not be able to see account history through the online system. The SUBS system synchs directly with CourtMoney, a third party payment processor, which we also recommend using. CourtMoney charges a flat \$2.00 fee for any transaction less than \$50, and 4 percent for any transaction \$50.01 or greater. These fees are passed on directly to the customer. We would continue to maintain the current NCourt system (sunrisebeachpay.com), but would want to transition off that system over time.
5. **Resolution 2024-09, Cochran supplemental agreement.** This Resolution accepts an amendment to the Cochran agreement for design and construction administration of the 2024 asphalt paving project. The initial contract was based on the small section of Deer Valley Road that is inside the current City limits. A condition of the annexation agreement is that we include the entire length of Deer Valley in the project, which we’ve done. The project is currently out for bid, with bid opening scheduled for May 23. The additional fee here amounts to \$13,173, which I feel is reasonable.
6. **Resolution 2024-10, Municipal Building planning.** This Resolution approves an agreement with Navigate Building Solutions for preliminary planning services for a possible City Hall – Police Station – Public Works building. The fee proposal includes evaluation of two sites, which are proposed to be the Oak Star Bank facility, and the existing City Hall site. The scope includes a very basic programming exercise, in which the consultants meet with City staff to determine

space needs and then put together a basic building footprint based on that. The scope would also include a cost opinion and total program budget for each site. The fee proposal here is sourced through the Interlocal Purchasing System (TIPS), a cooperative purchasing system which is authorized under our procurement ordinances. The total fee (\$7,950) I feel is very reasonable and would be an excellent way to get this potential project started. I have discussed potential grant and loan opportunities with USDA (which financed the existing City Hall) and feel there is an excellent opportunity there for financing. I have worked with Navigate in my past and would rate them very highly. Please note that they do not provide architectural services; if we decide to move forward with a building plan we would do an RFQ for architectural services, which Navigate would assist with. Navigate has offices in St. Louis and Kansas City; the project lead here would be Katie Aholt, PE, who has a family place in Sunrise Beach.

7. **Bill 2024-10 Zoning Code updates.** This bill was given a first reading April 9 and is scheduled for a second and final reading here. The following summary is taken from my report to Planning and Zoning, which conducted the initial public hearing on April 1:

- a. Change the “Zoning Inspector” role to “Zoning Officer.” The current code gives the Zoning Inspector certain authority over building inspections which appear to be outside the scope of the ordinance. The revised “Zoning Officer” role relates more closely to enforcement of the Zoning Code and permits / applications that may be issued or be accepted for review / approval.
- b. Provide for an amended Zoning Permit provision. The current provision refers to this permit as a “Building Permit” and gives the City authority to issue permits for repairs and alterations of buildings, in addition to new construction. The new “Zoning Permit” provision relates to new construction or major additions only, and essentially is designed to ensure that the construction plan is in compliance with our zoning code. Projects that are in compliance with the code may be approved administratively; projects that are not in compliance or which are outside the scope of the Zoning Officer review may be submitted to the Planning and Zoning Commission for review / approval.
- c. Provide for a subdivision plat approval section that is in compliance with state law. Any subdivision must be approved by the Board of Trustees and endorsed by the City Clerk (RSMo 89.440). Plats are to be recorded at owner / developer expense.
- d. Provide for a distinction between “major” and “minor” subdivisions. The distinction primarily relates to the public notice requirements. A major subdivision requires notification an advertised public hearing (15-day minimum notice) and also requires notification of adjacent landowners. A “minor” subdivision does not require public hearing or adjacent landowner notice. Any subdivision however must go to the Commission for review / recommendation and to the Board of Trustees for final approval.

8. **Bill 2024-11 and 2024-12.** These bills together provide an updated user charge system for the Water and Sewer system. These bills are both derived from state model ordinances. There are **no changes to the existing water and sewer** rates proposed in these bills. However there are some more minor changes, summarized here:

- New \$30 monthly meter charge for meters 2-inch in size or greater.
- 10 percent late payment penalty, up from the current 5 percent.
- \$25 reconnection fee for customers who have had service discontinued, or shut-off. We

have a reconnection fee on the books currently, but the fee is set at \$0.

- Catastrophic water leak provision. This provision provides for adjustments to water / sewer bills for any water that did not enter the sewer system. Customers may also petition the Board for further forgiveness for hardship or “good cause.”
- New “sewer only” flat fee of \$60 per month; this is \$44 per month currently, same as the metered customers.
- The bill references state law which makes landlords and tenants jointly liable for water / sewer service. We apparently have not really enforced this in the past. The language in our ordinance (Article V, Section 4) is taken directly from state law and requires the City to notify landlord and tenant both in the event of past due or delinquent bills. In the event a tenant moves out without paying a bill, the City can withhold service to a new tenant until the past due bill is paid.
- The bill additionally requires the City to reserve \$2,762 monthly, or \$33,144 annually, for both Water and Sewer, into a Repair and Replacement account, which can only be used for those purposes.

9. **Bill 2024-13, Prestige Lakewide voluntary annexation (Franky and Louie’s, Deer Valley RV Park).** This bill was given a first reading at the April 22 special meeting and is scheduled for a second and final reading here. I have received one comment on the proposal from a nearby property owner, who wished to confirm that the annexation area does not include her property. I verified that, and explained the voluntary annexation process only includes those properties that the respective property owners wish to annex. I have not received any other comments on this matter.
10. **Budget update.** I wanted to provide a brief budget update as we head into the busy season. The May sales tax payment was considerably higher than expected (\$51K) and upon review with Department of Revenue it was largely due to one business making payments for several months. Regardless, the May receipt was still a positive number and we are currently tracking well ahead of Calendar Year 23 in total receipts. The Capital Improvements and Transportation funds both have strong balances, though these will be spent down a fair amount with the water and sewer and road work planned for this summer. The 3 percent marijuana tax meanwhile is tracking very near budget projections, which is also a good sign. The tax became effective Jan. 1.
11. **Change Order 3, Brulez contract.** This change order includes numerous items relating to the Phase III sewer project, and represents a net contract addition of \$240,874. This Change Order has been approved by the Project Engineer as well as the contractor.
12. **Change Order 1, Water extension, Summer Point.** This Change Order relates to the Summer Point water extension work, in the total amount of \$75,951. Brulez has agreed to this amount and given timeframes and the previous Board approval of the project, we have given him the OK to proceed.
13. **Change Order 2, Water extension, CoMo Connect.** This Change Order relates to the CoMo Connect extensions, in the total amount of \$92,035. Assuming Board approval, this work would be expected to start in the next few weeks.
14. **Information items / updates.**
 - a. **Trails End Road update.** We are looking further into the costs of extending water and sewer along Trails End Road (to the Tavern location), in conjunction with the proposed paving project. We would want to get the water and sewer in place before the road

improvement if at all possible. This remains a work in progress with other projects taking priority; we will keep the Board updated as we get farther along.

- b. **Caterpillar 420-07 backhoe.** The lease purchase for this equipment has been reviewed and approved by the City Attorney, and the equipment is scheduled for delivery in the next couple of weeks. We expect to put it to immediate use!
- c. **Updated Zoning Map.** We've completed our updates of the Zoning Map, which is displayed at City Hall and also posted on the website. The map uses the 2016 Zoning Map as a basemap, and then adds changes since that time.
- d. **Warning Sirens.** The outdoor warning sirens recently were repaired and we plan to do another test on May 14 (weather permitting). If there is bad weather in the forecast we will schedule the test for a different day. The sirens are activated by Camden County emergency dispatching and generally are only set off in event of a tornado warning. We plan to put out more information on the sirens in the newsletter and on our social media.
- e. **New phone system.** The new phone system at City Hall and the Police Department has been put in place over the past month. The system has worked without a hitch since it was first installed and we feel has been an excellent upgrade. The implementation cost (one-time charges) were just over \$3,000, and the monthly recurring charges are \$395.20, which is similar to the recurring charges under the old system.
- f. **Public Works full-time position.** We've filled this open position, with the new employee set to begin work on May 21. We will introduce the new employee at an upcoming Board meeting.

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

Thank you,



Steve Roth
City Manager



Sunrise Beach Police Dept
32 Sunset Hills CT

May 9, 2024

In the month of April the Sunrise Beach Police Department had ninety calls for service, three hundred and eighty one self initiated activities, issued thirty five citations and thirty nine warnings.

The 2014 Ford Expedition sold on govdeals for \$6,053.99 and has been picked up by it's new owners. The current body armor that is issued to officers expires this year, I ask that we allocate \$3,800 of the proceeds from the Expedition to the purchase of new body armor and carriers.

The new in car cameras that were awarded by grant have been installed in the 2023 Tahoe, 2023 Durango and 2020 Charger. Rifle locks have been installed in the same vehicles, this was done while cameras were being installed to save money on installation.

The new Tasers have been ordered, they are expected to be delivered in mid August.

I have been in discussions with Steve Roth and Susan Schneider, regarding the growth of Sunrise Beach. I feel there is a strong need, especially with recent annexations and the toll bridge no longer having a toll, to expand the department to employing a total of five officers. I feel this will also help us with recruiting for our fourth position as the fifth position will not only allow for longer coverage but provide dual coverage during busy hours. I look forward to answering any questions that you may have.

A handwritten signature in black ink, appearing to be "SC" followed by a stylized flourish.

Scott Craig, Chief of Police



April 26, 2024

Public Hearing notice

Village of Sunrise Beach

Board of Trustees

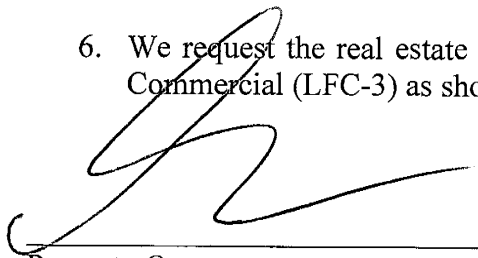
Voluntary Annexation, parcels located along and adjacent to State Route TT, Shawnee View Road, Putt N Bay Drive and Tropical Trail Road Including Paradise Tropical Restaurant

The Board of Trustees of the Village of Sunrise Beach will conduct a public hearing **at 5 p.m. May 13 at Sunrise Beach City Hall, 16537 N Highway 5**, to hear comments on a petition for voluntary annexation of property generally located at State Route TT west of Shawnee View Road, including parcels adjacent to Shawnee View Road, Putt N Bay Drive and Tropical Trail Road, and including Paradise Tropical Restaurant. The property includes 13 parcels and totals approximately 68 acres. The petition includes a request for Sunrise Beach zoning classifications of certain parcels, including C-3 commercial for vacant land parcels and LFC-3 for the Lakefront properties. A map of the areas proposed for annexation and their requested zoning classifications is available at Sunrise Beach City Hall and online at sunrisebeachmo.gov. Citizens will be given an opportunity to comment at the public hearing. Individuals who require an accommodation to attend a meeting are asked to contact City Hall (573-374-8782) at least twenty-four hours in advance.

**PETITION
REQUESTING ANNEXATION TO
THE VILLAGE OF SUNRISE BEACH, MISSOURI**

We, the undersigned, Petitioners, submit to the Board of Trustees of the Village of Sunrise Beach, Missouri, as follows:

1. We are the owners of all fee interests of record in the real estate in Camden County, Missouri, described in Exhibit A.
2. This real estate is not now a part of any incorporated municipality.
3. This real estate is contiguous to the existing corporate limits of the Village of Sunrise Beach, Missouri, or will be prior to the completion of this annexation.
4. We request that the real estate be annexed to and included within the corporate limits of the Village of Sunrise Beach, Missouri, as authorized by the provisions of § 71.012, RSMo.
5. We request the Board of Trustees of the Village of Sunrise Beach to cause the required notice to be published and to conduct the public hearing required by law and to thereafter adopt an ordinance extending the limits of the Village of Sunrise Beach to include the described real estate.
6. We request the real estate to be annexed to be zoned Commercial (C-3) and Lakefront Commercial (LFC-3) as shown on the attached Exhibit A.



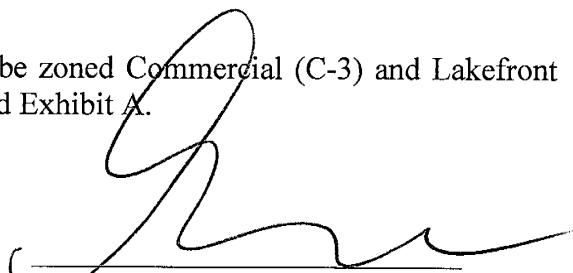
Property Owner

By:

George Tucker

Name:

Title: Owner



Property Owner

By:

Gregory G. Tucker

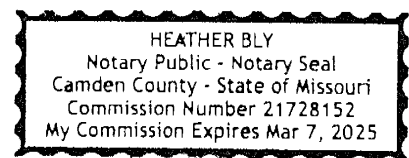
Name:

Title: Owner

STATE OF MISSOURI)

) SS.

COUNTY OF Camden)



On this 16 day of April in the year 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Georgette known to me to be the person who executed the within Petition for Annexation on behalf of said company and acknowledged to me that he/she executed the same for the purposes therein stated.

In Witness Whereof I have hereunto subscribed my name and affixed my official seal.

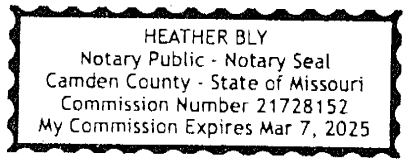
Heather Bly [official signature]
Notary Public

SEAL

STATE OF MISSOURI)

) SS.

COUNTY OF Camden)



On this 16 day of April in the year 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Gregory B Tucker known to me to be the person who executed the within Petition for Annexation on behalf of said company and acknowledged to me that he/she executed the same for the purposes therein stated.

In Witness Whereof I have hereunto subscribed my name and affixed my official seal.

Heather Bly [official signature]
Notary Public

SEAL

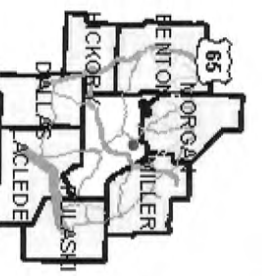
Exhibit A
Parcels to be annexed and requested zoning classifications

Tract No.	Owner	Camden County Parcel No.	Zoning designation
1	Tucker Investments LLC	07-1.0-02.3-000.0-001-054.000	C-3
2	Tucker Investments LLC	07-1.0-02.3-000.0-001-053.000	C-3
3	Tucker Investments LLC	07-1.0-02.3-000.0-001-050.000	C-3
4	Tucker Investments LLC	07-1.0-02.3-000.0-001-051.000	C-3
5	Tucker Investments LLC	07-1.0-02.3-000.0-001-052.000	C-3
6	Tucker Capital LLC	07-1.0-01.3-000.0-002-002.000	C-3
7	Tucker Investments LLC	07-1.0-01.3-000.0-002-058.000	C-3
8	Tucker Capital LLC	07-1.0-01.3-000.0-002-048.000	LFC-3
9	Tucker Investments LLC	07-1.0-01.3-000.0-002-050.001	LFC-3
10	Tucker Investments LLC	07-1.0-01.3-000.0-002-050.004	LFC-3
11	Tucker Investments LLC	07-1.0-01.3-000.0-002-050.003	LFC-3
12	Tucker Investments LLC	07-1.0-01.3-000.0-002-050.000	LFC-3

Camden County, MO



1 in. = 491ft.



Legend

- Highway
- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- Road
- Parcel
- Corporate Limit Line
- Land Hook
- DASHED LAND HOOK
- SOLID LAND HOOK
- Section
- County Boundary


Notes


This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries. THIS MAP IS NOT TO BE USED FOR NAVIGATION

**PETITION
REQUESTING ANNEXATION TO
THE VILLAGE OF SUNRISE BEACH, MISSOURI**

We, the undersigned, Petitioners, submit to the Board of Trustees of the Village of Sunrise Beach, Missouri, as follows:

1. We are the owners of all fee interests of record in the real estate in Camden County, Missouri, described in Exhibit A.
2. This real estate is not now a part of any incorporated municipality.
3. This real estate is contiguous to the existing corporate limits of the Village of Sunrise Beach, Missouri, or will be prior to the completion of this annexation.
4. We request that the real estate be annexed to and included within the corporate limits of the Village of Sunrise Beach, Missouri, as authorized by the provisions of § 71.012, RSMo.
5. We request the Board of Trustees of the Village of Sunrise Beach to cause the required notice to be published and to conduct the public hearing required by law and to thereafter adopt an ordinance extending the limits of the Village of Sunrise Beach to include the described real estate.
6. We request the real estate to be annexed to be zoned Commercial.



Property Owner

By: _____

Property Owner

By: _____

Name:

Name:

Title:

Title:

Legal Description

Camden County Parcel ID: 07-1.0-01.3-000.0-002-001.000
Shawnee View Subdivision Lots 33, 34 and 39

Totaling 12.0 acres m/l

STATE OF MISSOURI)

) ss.

COUNTY OF _____)

On this ____ day of ____ in the year ____, before me, the undersigned, a Notary Public in and for said state, personally appeared _____ known to me to be the person who executed the within Petition for Annexation on behalf of said company and acknowledged to me that he/she executed the same for the purposes therein stated.

In Witness Whereof I have hereunto subscribed my name and affixed my official seal.

[official signature]
Notary Public

SEAL

STATE OF MISSOURI)

) ss.

COUNTY OF Camden)

On this 10th day of April in the year 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Dan J. Drake known to me to be the person who executed the within Petition for Annexation on behalf of said company and acknowledged to me that he/she executed the same for the purposes therein stated.

In Witness Whereof I have hereunto subscribed my name and affixed my official seal.



Ashley Ray

[official signature]
Notary Public

SEAL

BILL NO. 2024-14

ORDINANCE NO. _____

AN ORDINANCE APPROVING A PETITION FOR VOLUNTARY ANNEXATION FILED BY TUCKER CAPITAL LLC, TUCKER INVESTMENTS LLC AND DRAKE MARINE, INC. REGARDING CERTAIN PROPERTIES CONTIGUOUS AND COMPACT TO THE VILLAGE OF SUNRISE BEACH, MISSOURI; ANNEXING SAID PROPERTY TO THE VILLAGE; ADOPTING ZONING DISTRICT CLASSIFICATIONS FOR THE PROPERTY; AND AUTHORIZING OTHER ACTIONS IN CONNECTION WITH SUCH ANNEXATION

WHEREAS, a verified petition requesting annexation into the Village of Sunrise Beach and signed by the owners of all fee interests of record of all the real estate hereinafter described was filed with the Village pursuant to the provisions of Sections 71.012 of the Revised Statutes of Missouri; and

WHEREAS, the real estate hereinafter described and described in the petition aforesaid is contiguous and compact to the existing corporate limits of the Village of Sunrise Beach and is located in unincorporated Camden County, Missouri; and

WHEREAS, the Planning and Zoning Commission of the Village of Sunrise Beach reviewed the proposed annexation and proposed zoning district designations for the parcels to be annexed at a public meeting May 6, 2024, and the Commission did by unanimous affirmative vote recommended acceptance of the annexation and zoning district designations as petitioned; and

WHEREAS, a public hearing was held by the Board of Trustees on May 13, 2024 after due notice as required by law, at which any interested person was afforded the opportunity to present evidence regarding the proposed annexation, and no written objection to the proposed annexation, pursuant to Section 71.014 of the Revised Statutes of Missouri, was filed with the Board of Trustees within fourteen days after the public hearing; and

WHEREAS, the Board of Trustees hereby finds and determines that the proposed annexation is reasonable and necessary to the proper development of the Village; the Village has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; annexation of such real estate pursuant to such petition and the Laws of Missouri and the terms set forth and referenced hereinafter is in the best interests of the Village and the current and future owners of such real estate, and that all things required by law to accomplish such annexation have been done; and

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

SECTION ONE.

Pursuant to the provisions of Sections 71.012 of the Revised Statutes of Missouri, the real estate described below and owned by Tucker Investments LLC, Tucker Capital LLC and Drake Marine,

Inc. is hereby annexed into the Village of Sunrise Beach, Missouri, and the corporate boundaries of the said Village are hereby extended to include such real estate, to wit:

Tract No.	Owner	Camden County Parcel No.
1	Tucker Investments LLC	07-1.0-02.3-000.0-001-054.000
2	Tucker Investments LLC	07-1.0-02.3-000.0-001-053.000
3	Tucker Investments LLC	07-1.0-02.3-000.0-001-050.000
4	Tucker Investments LLC	07-1.0-02.3-000.0-001-051.000
5	Tucker Investments LLC	07-1.0-02.3-000.0-001-052.000
6	Tucker Capital LLC	07-1.0-01.3-000.0-002-002.000
7	Tucker Investments LLC	07-1.0-01.3-000.0-002-058.000
8	Tucker Capital LLC	07-1.0-01.3-000.0-002-048.000
9	Tucker Investments LLC	07-1.0-01.3-000.0-002-050.001
10	Tucker Investments LLC	07-1.0-01.3-000.0-002-050.004
11	Tucker Investments LLC	07-1.0-01.3-000.0-002-050.003
12	Tucker Investments LLC	07-1.0-01.3-000.0-002-050.000
13	Drake Marine Inc	07-1.0-01.3-000.0-002-001.000

The subject parcels are further depicted on the attached map “Exhibit A,” and referenced fully herein.

SECTION TWO.

The properties and parcels subject to annexation in Section One are hereby assigned the following zoning district designations:

Tract No.	Camden County Parcel No.	Zoning designation
1	07-1.0-02.3-000.0-001-054.000	C-3
2	07-1.0-02.3-000.0-001-053.000	C-3
3	07-1.0-02.3-000.0-001-050.000	C-3
4	07-1.0-02.3-000.0-001-051.000	C-3
5	07-1.0-02.3-000.0-001-052.000	C-3
6	07-1.0-01.3-000.0-002-002.000	C-3
7	07-1.0-01.3-000.0-002-058.000	C-3
8	07-1.0-01.3-000.0-002-048.000	LFC-3
9	07-1.0-01.3-000.0-002-050.001	LFC-3
10	07-1.0-01.3-000.0-002-050.004	LFC-3
11	07-1.0-01.3-000.0-002-050.003	LFC-3
12	07-1.0-01.3-000.0-002-050.000	LFC-3
13	07-1.0-01.3-000.0-002-001.000	C-3

SECTION THREE.

The City Clerk is hereby authorized and instructed to cause a certified copy of this

Ordinance to be filed with the appropriate officials of Camden County, Missouri, including three certified copies of the to be filed with the Camden County Assessor and Camden County Clerk, and to take any and all other steps necessary or appropriate to effectuate the annexation provided hereby.

SECTION FOUR.

This Ordinance shall be in full force and effect from and after 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

Camden County, MO



Legend

- Highway
 - Interstate Highway
 - US Highway
 - Numbered State Highway
 - Lettered State Highway
- Road
- Parcel
- Corporate Limit Line
- Land Hook
 - DASHED LAND HOOK
 - SOLID LAND HOOK
- Section
- County Boundary

Notes

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

BILL NUMBER: 2024-15

ORD. NUMBER:

**AN ORDINANCE OF THE VILLAGE OF SUNRISE BEACH
PROHIBITING NUISANCES, REQUIRING THE ABATEMENT OF
NUISANCES, AND SETTING THE PENALTIES FOR VIOLATION.**

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

SECTION ONE: For the purpose of this Chapter, the following words and terms as used herein are defined to mean the following:

A. JUNK

Any old iron, steel, brass, copper, tin, lead or other base metals; old cordage, ropes, rags, fibers; old rubber; old bottles or other glass; bones; wastepaper and other waste or discarded material which might be prepared to be used again in some form; and any or all of the foregoing; and motor vehicles, no longer used as such, to be used for scrap metal or stripping of parts; interior home furnishings, dilapidated or broken lawn furniture or fixtures, cut or fallen trees or shrubs;

B. JUNKED VEHICLE

1. Any vehicle damaged or inoperable which is parked within the City limits which is not registered or is improperly registered as defined by the State of Missouri, Department of Revenue, Division of Motor Vehicle, has been inoperable for more than seventy-two (72) hours, or is in such a state of repair as to be inoperable, except those on the premises of a duly licensed automobile repairs or sales business; or
2. Any partially dismantled, non-operative, wrecked, discarded, unlicensed, unregistered, improperly licensed, or improperly registered boat, trailer, camper trailer, or recreational vehicle; or
3. Vehicles not considered damaged or inoperable under this definition include any vehicle that is in the process of restoration that is properly secured, does not create a public health or safety hazard, and is located in the rear yard or in the side yard if covered by weather-resistant cover.

C. OWNER

4. The owner, occupant, corporation, firm, lessee, mortgagee, agent and all other persons having an interest in the building, structure or property where the nuisance is located; or

5. The owner as shown by the land records of the County Assessor for the appropriate county that such building, structure or property has been found to be a nuisance; or
6. If the nuisance is a junked vehicle, the owner shall also include the person(s) registered with the Missouri Department of Revenue as the owner(s), unless the Village of Sunrise Beach or their duly authorized agent has knowledge of some other person who is claimed to be the owner, in which case such putative owner shall be considered the owner in addition to the registered owner.

SECTION TWO: Nuisances Affecting Health.

A. The following are declared to be nuisances affecting health:

1. All decayed or unwholesome food offered for sale to the public or offered to the public at no charge.
2. All diseased animals running at large.
3. All ponds or pools of stagnant water.
4. Carcasses of dead animals not buried or destroyed within twenty-four (24) hours after death.
5. Accumulations, wheresoever they may occur, of manure, rubbish, garbage, refuse and human and industrial, noxious or offensive waste, except the normal storage on a farm of manure for agricultural purposes.
6. Garbage cans which are not flytight, that is, garbage cans which do not prevent the entry of flies, insects and rodents.
7. The pollution of any well, cistern, spring, underground water, stream, lake, canal or body of water by sewage or industrial wastes, or other substances harmful to human beings.
8. Dense smoke, noxious fumes, gas and soot, or cinders in unreasonable quantities, or the presence of any gas, vapor, fume, smoke, dust or any other toxic substance on, in or emitted from the equipment of any premises in quantities sufficient to be toxic, harmful or injurious to the health of any employee or to any premises, occupant or to any other person.
9. Common drinking cups, roller towels, combs, brushes or eating utensils in public or semipublic places where not properly sanitized after use.
10. Any vehicle used for septic tank cleaning which does not meet the requirements of this Chapter of the Code of Ordinances of the Village of Sunrise Beach.
11. Any vehicle used for garbage or rubbish disposal which is not equipped with a watertight metal body and provided with a tight metal cover or covers and so

- constructed as to prevent any of the contents from leaking, spilling, falling or blowing out of such vehicle at any time, except while being loaded, or not completely secured and covered so as to prevent offensive odors from escaping therefrom or exposing any part of the contents at any time.
12. Any and all infestations of flies, fleas, roaches, lice, ticks, rats, mice, fly maggots, mosquito larvae and hookworm larvae.
 13. The keeping of animals and fowls in any area within the City not zoned for agricultural uses except pet cats and dogs, animals in public or licensed zoos, and farm animals in laboratories.
 14. Unlicensed dumps and licensed dumps not operated or maintained in compliance with the ordinances of the Village of Sunrise Beach and the Statutes of the State of Missouri.
 15. No person shall discharge or cause to be discharged into a stormwater system any waste materials, liquids, vapor, fat, gasoline, benzene, naphtha, oil or petroleum product, mud, straw, lawn clippings, tree limbs or branches, metal or plastic objects, rags, garbage or any other substance which is capable of causing an obstruction to the flow of the storm system or interfering with the proper operation of the system or which will pollute the natural creeks or waterways.
 16. Any vehicle, junked vehicle, or junk or part thereof located on any property, street or highway which unlawfully interferes with, obstructs or tends to obstruct or renders dangerous for passage any public or private street, highway, sidewalk, stream, ditch or drainage, or harbors tall grass, weeds or other vegetation, or creates a fire hazard or affords a breeding place or nesting place for mosquitoes, flies, rodents, rats or other vermin; or any vehicle, part thereof, for seventy-two (72) hours, is a public nuisance.
 17. All substances which emit or cause any foul, noxious, unhealthy odor or effluvia in the neighborhood where they exist or establishments emitting or causing noxious or toxic dust, vapor, fume, smoke, mist or odor. To include all weeds, brush and other rank vegetation over twelve (12) inches in height.
 18. All ashes, cinders, slops, filth, human or animal excrement, sawdust, stones, rocks, dirt, straw, soot, sticks, shavings, eggshells, oyster shells or cans, dust, brush, logs, paper, trash, rubbish, manure, refuse, offal, wastewater, chamber lye, fish, putrid meat, entrails, decayed fruit or vegetables, broken ware, rags, iron or other metal, old-wearing apparel, all animal or vegetable matter, all dead animals or any other discarded object, substance or thing thrown, left, deposited or caused to be left, thrown or deposited by anyone in or upon any street, sidewalk, park, public square, public enclosure, lot, vacant or occupied, stream or waterway, lake, pond or pool of water.
 19. Any business or enterprise that causes or produces any noises, vibrations, smoke, dust, dirt, odors or gases to such an extent as to be detrimental or injurious to the comfort, peace or health of other persons, that was located and conducted within one hundred fifty (150) feet of any building used exclusively for residence purposes at the time of the location of such business or enterprise.

20. Any putrid or unwholesome meats or fish, decayed fruits or vegetables, refuse, offal, human or animal excrement, chamber lye, or other filthy or offensive substance or thing.
21. The operating of a rock crushing machine within three hundred (300) feet of any occupied residence or dwelling.
22. Any building or structure which in any way interferes with or impedes the flow of water in any lake, natural watercourse or stream.
23. The discharge or placing of any offal, debris or refuse, whether animal, vegetable or other matter, within any stream, river, dry creek or any tributary thereof.
24. All ponds or pools of stagnant water and all foul or dirty water or liquid when discharged through any drain, pipe or spout or thrown into or upon any street, public place or lot to the injury or detriment of the public.
25. Any building, shed or fence or other manmade structure, which because of its condition or because of lack of doors and/or windows, is open to trespassers or to the elements.
26. Any junk, unsheltered storage of old, unused, stripped, junked machinery, implements and/or equipment or personal property of any kind which is no longer safely usable for the purpose for which it was manufactured for a period of thirty (30) days or more (except in licensed junkyards) within the corporate limits of the City is hereby declared to be a nuisance and dangerous to the public safety and prohibited. This shall include, but is not limited to, the keeping or the depositing on or the scattering over the premises of any of the following:
 - (a) Lumber, junk, trash or debris;
 - (b) Abandoned, discarded or unused objects or equipment, such as freezers, stoves; refrigerators, cans, containers, bottles or rubbish.
27. Dead trees and dead limbs of trees so located that the falling thereof would endanger the safety of persons using any public or private sidewalks in the City or endanger the safety of any pedestrian or occupant of any motor vehicle traveling upon any public street.
28. Tree limbs and branches which overhang any public or private sidewalk or public street of such height above the sidewalk or street as shall impede and interfere with the use of said sidewalk by any person or impede and interfere with the use of said street by a pedestrian or the operator of any motor vehicle or shall endanger the safety of any person using any public sidewalk or endanger the safety of any pedestrian or occupant of any motor vehicle traveling upon any public street.
29. Depositing any material, including, but not limited to, leaves, grass, tree limbs, building materials and tires, in or upon any street, highway, alley, stream, ditch, storm sewer, sanitary sewer or other public facility.

30. Any building or other structure which is in such a dilapidated condition that it is unfit for human habitation or kept in such an unsanitary condition that it is a menace to the health of people residing in or in the vicinity thereof or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located. This is to include, but not limited to, mold, asbestos, lead and sewage.
31. The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery, industrial wastes or other substances.
32. All other acts, practices, conduct, business, occupation callings, trades, uses of property and all other things detrimental or certain to be detrimental to the health of the inhabitants of the Village of Sunrise Beach.

B. Administrative Abatement.

1. Abatement Of Nuisance — Abatement Officer. Whenever the Abatement Officer for the City shall ascertain or have knowledge that a nuisance exists on any premises in the City, he/she shall, by written notice, notify the persons occupying or having possession of said premises to abate or remove such nuisance within the time to be specified in such notice, not less than fifteen (15) days. Failure to abate such nuisance within the time specified within the notice, or failure to pursue the removal or abatement of such nuisance without unnecessary delay, shall be deemed an ordinance violation.
2. Notice. The Abatement Officer shall determine all individuals, firms or corporations who, from the records in the Recorder of Deeds' office, appear to be the titled owners of the aforesaid property and immediately cause a written notice to be served on each such individual, firm or corporation by one (1) of the following methods:
 - (a) The delivery of a true copy of the notice to the person(s) intended to be notified, or the leaving of a copy at his/her usual place of abode with some member of his/her family over the age of fifteen (15) years.
 - (b) Mailing a copy to such person at such place or address by United States certified mail return receipt.
 - (c) If service of such written notice is unable to be perfected by any of the methods described above, the Abatement Officer shall direct the City Clerk to cause a copy of the aforesaid notice to be published in a newspaper of general circulation in the County where the City is located, once a week for two (2) consecutive weeks and shall further cause a copy of the aforesaid notice to be left with the individual, if any, in possession of such property on which it is alleged such public nuisance exists, or if there is no individual in possession thereof, the Abatement Officer shall cause a copy of the notice to be posted at such structure, location or premises. The Abatement Officer may also determine from the Recorder of Deeds' office who the lienholder of the property, if any, as documented therein, is and cause a written notice to be served on such lienholder by United States mail return receipt.
 - (d) The aforesaid notice to the owners and lienholder, if any, of the property shall state

clearly and concisely:

(i) The street address or legal description of the property;

(ii) A description of the condition or conditions alleged to constitute a public nuisance.

3. **Tax Bill.** The City Clerk shall cause the certified cost to be included in a special tax bill or added to the annual real estate tax bill, at the collecting official's option, for the property and the certified cost shall be collected by the City Collector or other official collecting taxes in the same manner and procedure for collecting real estate taxes. If the certified cost is not paid, the tax bill shall be considered delinquent, and the collection of the delinquent bill shall be governed by the laws governing delinquent and back taxes. The tax bill from the date of its issuance shall be deemed a personal debt against the owner and shall also be a lien on the property until paid.

C. **Summary Abatement.** Whenever it becomes necessary to abate a nuisance immediately in order to secure the general health, welfare or safety of the City or any of its inhabitants, the City is authorized to abate such nuisance without notice and may use any suitable means or assistance for that purpose, whether by employees of the City or laborers especially employed for that purpose, or any other help or assistance necessary therefor.

D. **Police May Issue Citations**

1. In addition to any other remedy available to the Village to cause the abatement of a nuisance, any police officer, or other city official authorized to do so, may issue a citation and summons to appear in the Municipal Court for violation of this ordinance.

2. **Municipal Court May Order Abatement — Cost Of Abatement By The City, How Paid.** If, upon a trial for the failure to abate such nuisance within the time specified within the notice or failure to pursue the removal or abatement of such nuisance without unnecessary delay, the Judge of the Municipal Court shall find that a violation exists and that the defendant has had proper notice as provided in this Section and that the defendant has failed to abate the nuisance, the Judge of the Municipal Court shall, in addition to the penalty for violating this Section, make an order directing the Abatement Officer to abate such nuisance forthwith and immediately report the expenses thereof to the City Clerk or officer in charge of finance who shall cause the certified cost to be included in a special tax bill or added to the annual real estate tax bill, at the collecting official's option, for the property and the certified cost shall be collected by the City Collector or other official collecting taxes in the same manner and procedure for collecting real estate taxes. If the certified cost is not paid, the tax bill shall be considered delinquent, and the collection of the delinquent bill shall be governed by the laws governing delinquent and back taxes. The tax bill from the date of its issuance shall be deemed a personal debt against the owner and shall also be a lien on the property until paid.

E. **Right Of Entry.** Any person or contractor employed by or under contract with the City for the abatement of a nuisance and any agent or employee of such contractor shall have the

right of entry for that purpose into and upon any premises and it shall be unlawful to interfere with any Police Officer, Abatement Officer or any officer, agent or employee of the City or with any representative of the City engaged in the abatement of any nuisance pursuant to an order of the Municipal Judge or any summary abatement as described above.

F. Remand And Hearing. In case the Municipal Judge shall determine that abatement of any alleged nuisance is not immediately necessary for the protection of the health of the inhabitants of the City, he/she may instead of entering a finding remand the matter to the Board of Aldermen and the City shall hold a hearing before declaring the same to be a nuisance and ordering its abatement. At least fifteen (15) days' notice of such hearing shall be given to the owner or occupant of the premises upon which such alleged nuisance exists or to his/her agent or to the person causing or maintaining such alleged nuisance, which notice shall state the time and place of such hearing. All interested parties may appear at such hearing either in person or by attorney and present evidence concerning the matters at issue. If, upon such hearing, the Board of Aldermen finds that a nuisance exists, it shall order the owner, occupant or agent of such property, or the person causing or maintaining such nuisance, to abate the same and if the same be not abated within the time prescribed by the Board of Aldermen in such order, the matter may again be presented for prosecution before the Municipal Court for determination.

G. Abatement by Civil Suit.

1. Court Suit Authorized. Nothing in this Section shall be construed as abandoning or limiting the City's right to bring suit for all expenses attending the abatement of a nuisance, when performed by the City, in any court of competent jurisdiction in the name of the City against the person maintaining, keeping, creating or refusing to abate the nuisance so abated.
2. In addition to any other remedy available at law or under this Article, the Village of Sunrise Beach shall have the right to file and prosecute a civil cause of action for abatement of any nuisance as defined in this Article, and upon successful prosecution of such cause of action, the Village of Sunrise Beach shall have the right to be awarded and recover from any defendant to such an action the Village of Sunrise Beach's legal costs incurred and reasonable attorney's fees incurred in connection with any and all such civil causes of action to abate any such nuisances, in accordance with Section 79.383, RSMo. (Cum. Supp. 1993), as amended from time to time.

SECTION THREE: The provisions of any ordinance or code section in conflict with any provision of this ordinance are hereby repealed to the extent of such conflict.

SECTION FOUR: Effective Date. This Ordinance shall be effective immediately upon approval of this Ordinance.

PASSED BY THE BOARD OF TRUSTEES THIS ____ DAY OF _____, 2024.

First Reading Date: _____

Second Reading Date: _____

Roll Call Vote: Yeas: _____

Nays: _____

Susan Schneider, Chair

Attest:

City Clerk

BILL NUMBER: 2024-16

ORD. NUMBER:

**AN ORDINANCE REGULATING JUNKED VEHICLES AND STORAGE OF
JUNKED VEHICLES IN THE VILLAGE OF SUNRISE BEACH**

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

SECTION ONE: Definitions.

For the purpose of this Chapter, the following words and terms as used herein are defined to mean the following:

A. JUNKED VEHICLE

1. Any vehicle damaged or inoperable which is parked within the City limits which is not registered or is improperly registered as defined by the State of Missouri, Department of Revenue, Division of Motor Vehicle, has been inoperable for more than seventy-two (72) hours, or is in such a state of repair as to be inoperable, except those on the premises of a duly licensed automobile repairs or sales business; or
2. Any partially dismantled, non-operative, wrecked, discarded, unlicensed, unregistered, improperly licensed, or improperly registered boat, trailer, camper trailer, or recreational vehicle.
3. For purposes of this ordinance, the term “motor vehicle” shall include automobiles, motorcycles, boats, trailers, camper trailers, recreational vehicles and any other motorized not specifically listed here.

B. Vehicle Repair Shop

1. An establishment catering to the general public with a valid business license that has as its primary purpose the repair or sale of motor vehicles.

C. Automotive Dealer

1. An establishment catering to the public with a primary purpose of selling or leasing motor vehicles, and which has a dealer’s license from the State of Missouri.

SECTION TWO: Storage of Motor Vehicles by Vehicle Repair Shops or Automotive Dealers.

1. Storage of unlicensed or inoperable motor vehicles by Vehicle Repair Shops or Automotive Dealers shall not be considered a nuisance so long as no unlicensed or

inoperable motor vehicle is stored outdoors and viewable from the public right of way for more than 90 days.

2. Motor Vehicles stored at an Automotive Dealership may be stored for a period of time not to exceed 180 days so long as the vehicle is being offered for sale and that is clear to a reasonable person viewing the vehicle.

SECTION THREE: The provisions of any ordinance or code section in conflict with any provision of this ordinance are hereby repealed to the extent of such conflict.

SECTION FOUR: Effective Date. This Ordinance shall be effective immediately upon approval of this Ordinance.

PASSED BY THE BOARD OF TRUSTEES THIS ____ DAY OF _____, 2024.

First Reading Date: _____

Second Reading Date: _____

Roll Call Vote: Yeas: _____

Nays: _____

Susan Schneider, Chair

Attest:

City Clerk

Bill No. 2024-10

Ordinance No. _____

AN ORDINANCE AMENDING ORDINANCE 09-10, PROVIDING FOR AMENDMENTS TO THE ZONING CODE AND LAND SUBDIVISION REGULATIONS OF THE VILLAGE OF SUNRISE BEACH, MISSOURI

WHEREAS, Ordinance 09-10 of the Village of Sunrise Beach provides for an adopted Zoning Code and Land Subdivision regulations for the Village of Sunrise Beach, as amended; and

WHEREAS, the City Manager, acting in his capacity as Zoning Officer, has drafted certain amendments to the Zoning Code and Land Subdivision regulations, and the Planning and Zoning Commission conducted a Public Hearing on April 1, 2024 on said proposed amendments; and

WHEREAS, the Commission, following the duly advertised public hearing, did by affirmative vote recommend adoption of the amendments as presented;

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

SECTION ONE. The following amendments to the Zoning Code and Land Subdivision Regulations of the Village of Sunrise Beach, as adopted by Ordinance 09-10, as amended, are hereby adopted and approved:

Article 3, Section 3.01: Enforcement of the Chapter is hereby repealed and replaced with the following:

1. Zoning Officer. There is hereby created the position of Zoning Officer. The Chairman of the Board of Trustees, with the concurrence of the Board, shall designate a Village employee to serve as Zoning Officer.
 - a. Duties. The duties and responsibilities of the Zoning Officer shall include, but not necessarily be limited to, the following:
 - b. Enforce the provisions of the adopted Zoning Code and Land Subdivision regulations (“the Code”) of the Village of Sunrise Beach.
 - c. Manage and maintain the adopted Comprehensive Plan and official Zoning Map.
 - d. Provide administrative support to the Planning and Zoning Commission and to the Board of Adjustment. Prepare notices, reports, reviews and recommendations as necessary for the Commission and BOA to carry out its official duties as prescribed by Code.

- e. Prepare updates and amendments to the Code, Plan and Zoning Map as may be necessary, and to present such amendments to the Commission and Board of Trustees as may be required.
- f. Make interpretations of the Code and Zoning Map and issue orders and notices related to same.
- g. Administer the various review procedures of the Code, including though not necessarily limited to, the following:
 - i. Zoning Permit review provisions.
 - ii. Special Use Permit review provisions.
 - iii. Map amendment (rezoning) review provisions.
 - iv. Subdivision review provisions.
- h. Receive and process applications required by the Code and issue permits. Examine premises for which permits have been issued to determine compliance with provisions of the Code.
- i. Issue such notices or orders as may be necessary to enforce compliance with the Code.
- j. Refer any violation of the Code to law enforcement or the Prosecuting Attorney for prosecution or other action as may be appropriate.

Article 3, Section 3.02 Zoning Permit is hereby repealed and replaced with the following:

1. Zoning Permit. It shall be unlawful to construct, alter, or repair a building or structure without obtaining a Zoning Permit as required by this Section. This section shall apply to new construction or major renovations of buildings or structures in all zoning districts, excepting the following:
 - a. Alterations or renovations that equal fifty (50) percent or less of the building square footage, provided that the renovation does not encroach on any required zoning district setback.
 - b. Accessory structures 200 square feet in dimension or less.
 - c. Detached carports or similar structures. Any carport must be secured per manufacturer's specifications or other authority having jurisdiction.
 - d. Decks, patios, porches or similar structures, provided that the structure does not encroach on any required zoning district setback.
 - e. Swimming pools (above ground or in-ground).
 - f. Fences and retaining walls.
2. Zoning permit application. The application shall be filed on such form(s) as the Zoning Officer may prescribe. The application shall provide sufficient information for the Zoning Officer to conduct his / her review, and may include, though not necessarily be limited to, the following:
 - g. A building plan, site plan, plot plan or exhibit clearly showing the location of the new building or renovation to be constructed, and its location on the property relative to the boundary lines, required setbacks and any easements.
 - h. Location of ingress / egress to the project site.
 - i. Location of utilities, existing or proposed.

- j. Parking areas, loading areas, and other areas for vehicle traffic or circulation.
 - k. Storm water control structures and facilities.
 - l. Landscaping, screening and fencing.
 - m. Other information as may be required by the Zoning Officer.
3. Review process. Applications that are determined to be in compliance with the Zoning Code and Land Subdivision regulations may be approved administratively by the Zoning Officer. Applications that are not in compliance may be forwarded to the Commission or Board of Adjustment for further review as may be required by Code.
 4. The Zoning Officer has authority to reject any application that is incomplete or does not conform to the requirements of the Code.
 5. Construction of a new building or major renovation that is permitted under this section must commence no later than one year (365 days) from the date of permit issuance. The Zoning Officer may revoke any permit that is not in compliance with this provision.

Article 4, Section 4.06: Approval is hereby amended to add the following:

The plat shall be endorsed upon it the approval of the Board of Trustees under the hand of the City Clerk and the seal of the city, or, in the Clerk's absence, by the secretary of the planning commission. The plat shall be recorded in the county Office of Recorder Deeds at the expense of the owner / developer.

Article 4, Section 4.08, Paragraph B is hereby repealed and replaced with the following:

1. Subdivision of land may be of two types:
 - a. Major subdivision. A subdivision of a parcel of land into five (5) or more lots which requires extension of public utilities and / or dedication of public streets. Any major subdivision shall be subject to the preliminary plat process as required by Code. However, the Zoning Officer may, in his or her sole discretion, allow a major subdivision to proceed directly to Final Plat, provided that the plat conforms to the Preliminary Plat requirements. A major subdivision shall be reviewed by the Commission and is subject to approval by the Board of Trustees
 - b. Minor subdivision. A subdivision of a parcel of land into no more than five (5) lots and which does not require the extension of public utilities and / or dedication of public streets. A minor subdivision shall be reviewed by the Commission and is subject to approval by the Board of Trustees, but shall be exempt from the requirements of the Preliminary Plat section of the Code.

Article 5, Section 5.03: Preliminary Plat, is hereby amended to add a new Paragraph B as follows:

A Preliminary Plat shall be subject to review by the Planning and Zoning Commission, and public hearing before the Board of Trustees. Notice shall be provided to all property owners of record within one-hundred eighty-five 185 feet of the property proposed to be subdivided; shall be published in a newspaper of general circulation within the community at least fifteen (15) days in advance of the Board of Trustees public hearing; and shall be posted in a conspicuous place at City Hall and on the City website. The notice to property owners as herein provided

shall be postmarked at least fifteen (15) days in advance of the Board of Trustees public hearing. The requirements as contained herein shall be considered the minimum requirements and the Village may provide for other forms of notice as deemed necessary or appropriate.

SECTION TWO. This ordinance shall be in effect as of the date of its passage and approval. Any ordinances or sections of ordinance in conflict with the provisions of this ordinance are hereby repealed.

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. 2024-11

Ordinance No. _____

AN ORDINANCE ESTABLISHING A USER CHARGE SYSTEM FOR THE VILLAGE OF SUNRISE BEACH, TO PROVIDE FUNDS NEEDED TO PAY FOR ALL EXPENSES ASSOCIATED WITH THE VILLAGE WATER SYSTEM.

WHEREAS, the Village of Sunrise Beach owns and operates a revenue producing public waterworks system (“Water System”); and

WHEREAS, the Village of Sunrise Beach must pay all expenses associated with said Water System and charge the users of said Water System accordingly;

WHEREAS, the Board of Trustees have previously approved and adopted ordinances establishing user charge systems for the Village of Sunrise Beach, and the Board desires to repeal those ordinances and replace them with a new ordinance establishing a revised and amended user charge system based upon a model ordinance provided by the Missouri Department of Natural Resources; and

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

ARTICLE I

It is hereby determined and declared to be necessary and conducive to the protection of the public health, safety, welfare, and convenience of the Village of Sunrise Beach (“Village”) to collect charges from all users who use the Village Water System and to establish a user charge system as set forth herein. The proceeds of such charges so derived will be used for the purpose of operating, maintaining, and retiring the debt for such Water System.

ARTICLE II

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

Section 1: “Operation and Maintenance” shall mean all expenditures during the useful life of the Water System for materials, labor, utilities, and other items which are necessary for managing and maintaining the Water System to achieve the capacity and performance for which said Water System was designed and constructed. The term “Operation and Maintenance” includes Replacement.

Section 2: “Replacement” shall mean expenditures for obtaining and installing equipment, accessories, or appurtenances which are necessary during the useful life of the Water System to maintain the capacity and performance for which such works were designed and constructed.

Section 3: “Residential User” shall mean any user of the Village Water System whose lot, parcel of real estate, or building is used for domestic dwelling purposes only.

Section 4: “Shall” is mandatory; “may” is permissive.

Section 5: “Water System” shall mean any devices and systems for the storage, treatment, recycling, transmission, and distribution of water. These include transmission and distribution lines, individual systems, pumping, power, and other equipment and their appurtenances; extensions, improvements, remodeling, additions, and alterations thereof; elements essential to provide a reliable water supply such as standby treatment units and any works, including site acquisition of land that will be part of the treatment process.

Section 6: “Winter average use” shall mean average use of the Winter quarter (Dec., Jan., Feb.).

Section 7: “Useful Life” shall mean the estimated period during which the treatment works will be operated.

Section 8: “User Charge” shall mean that portion of the total water service charge which is levied in a proportional and adequate manner for the cost of operation, maintenance, and replacement of the Water System.

Section 9: “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.

ARTICLE III

Section 1: The user charge system established by this Ordinance shall generate adequate annual revenues to pay the costs of annual Operation and Maintenance including Replacement and cost associated with the Village’s revenue bonds issued to finance or refinance improvements to the Water System (including, but not limited to, the payment of principal, interest and redemption premium, if any, on said bonds) which the Village may by ordinance designate to be paid by the user charge system. To the extent any term or provision set forth in the ordinance pursuant to which the Village’s revenue bonds have been issued conflicts with this Ordinance, the ordinance pursuant to which the Village’s revenue bonds have been issued shall control.

Section 2: There are hereby created or ratified and ordered to be established and maintained in the treasury of the Village the following separate funds and accounts to be known respectively as the:

- (a) Water System Revenue Fund (the “Revenue Fund”).
- (b) Water System Operation and Maintenance Account (the “Operation and Maintenance Account”).
- (c) Water System Depreciation and Replacement Account (the “Replacement Account”).

Section 3: All of the total user charge imposed and collected pursuant to this Ordinance shall as and when received be paid and deposited into the Revenue Fund unless otherwise specifically provided in this Ordinance and/or any ordinance pursuant to which the Village's revenue bonds have been issued. Said revenues shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the Village and shall not be commingled with any other moneys, revenues, funds and accounts of the Village. The Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Ordinance and any ordinance pursuant to which the Village's revenue bonds have been issued.

Section 4: On the first day of each month, beginning in the month following the month in which this Ordinance goes into effect, administer and allocate the moneys then held in the Revenue Fund as follows:

(a) *Operation and Maintenance.* Deposits into the Revenue Fund shall be used for the purpose of paying the Operation and Maintenance expenses of the Water System, or for those purposes as provided for in any ordinance pursuant to which the Village's revenue bonds have been issued.

(b) *Replacement Account.* After all payments and credits required at the time to be made under paragraph (a) of this Section and subject to the provisions of any ordinance pursuant to which the Village's revenue bonds have been issued relating to payments required to be made to debt service accounts, debt service reserve accounts or administrative fees for said bonds have been made, there shall next be paid and credited to the Replacement Account, the amount of \$2,762 each month (\$33,144 annually). Moneys in the Replacement Account shall be expended and used by the Village, if no other funds are available therefor, solely for the purpose of ensuring Replacement needs over the useful life of the Water System as may be necessary to keep the Water System in good repair and working order and to assure the continued effective and efficient operation thereof.

(c) All remaining funds on deposit in the Revenue Fund shall be administered and applied pursuant to the provisions of the ordinance under which the Village's revenue bonds have been issued.

Section 5: Fiscal year-end balances in the Operation and Maintenance Account and the Replacement Account shall be carried over to the same accounts in each subsequent fiscal year, and shall be used for no other purposes than those designated for these accounts. Monies which have been transferred from other sources to meet temporary shortages in the Operation and Maintenance Account and the Replacement Account shall be returned to their respective accounts upon appropriate adjustment of the user charge rates for Operation and Maintenance and Replacement. The user charge rate(s) shall be adjusted such that the transferred monies will be returned to their respective accounts within the fiscal year following the fiscal year in which the monies were borrowed.

ARTICLE IV

Section 1: Each user shall pay for the services provided by the Village based on their use of the Water System as determined by water meter(s) acceptable to the Village.

Section 2: All monthly user charges will be based on monthly water usage.

Section 3: The Village hereby imposes the following charges for services:

The minimum charge per month shall be **\$46.89 for all usages up to 4,000 gallons** of water. In addition, each user shall pay a user unit charge of **\$10.50 per 1,000 gallons of water** for all usages in excess of 4,000 gallons, as determined in the preceding section.

Section 4: The user charge rates established in this Article apply to all users of the Village Water System, regardless of the user's location.

- a) In addition to those charges imposed by Section 3, there shall be an additional charge of \$30 per month for meters sized two (2) inches or greater.

ARTICLE V

Section 1: All users shall be billed monthly. Billings for each month shall normally be rendered on or before the 20th day of each month. Payments are due when billings are made. Any payment not received by the 15th day of the month following the month of billing shall be delinquent.

Section 2: A late payment penalty of 10 percent of the user charge bill will be added to each delinquent bill for each thirty days of delinquency. When any bill is thirty days in default, water service to such premises shall be discontinued until such bill is paid following due notice and opportunity for hearing. A reconnection fee of Twenty-Five Dollars (\$25.00) shall be paid by the customer for any service which has been disconnected. The reconnection fee shall be paid in full prior to service being restored and continued.

Section 3. Deposits. A deposit of \$100 shall be collected from occupants of rental properties prior to establishing new service. A deposit of \$50 shall be collected from owner-occupied premises prior to establishing new service. Deposits may be waived for customers who have established credit with the Village. Upon discontinuance of service, deposits may be applied to any past due balance, or may be refunded in full to customers with no past due balance.

Section 4. Landlords and tenants held jointly liable. Pursuant to Missouri law (RSMo 250.140), the owner and occupant of any premises receiving water service shall be held jointly liable for payment. Water services shall be deemed to be furnished to both the occupant and owner of the premises receiving such service, and the Village shall have the power to sue the occupant or owner, or both, of such real estate in a civil action to recover any sums due for such services, less any deposit held by the Village, plus a reasonable attorney's fee to be fixed by the court. When an occupant is delinquent in payment for thirty (30) days, the Village shall make a good faith effort to notify the owner of the premises receiving such service of the delinquency and the amount thereof. In the event the occupant vacates the premises without having made payment for any bills due or delinquent, the Village shall have the right to discontinue service to the premises until the owner or occupant has made payment in full. Notwithstanding any other provision of this section

to the contrary, when an occupant is delinquent more than ninety days, the owner shall not be liable for sums due for more than ninety days of service

Section 5. One meter serving multiple dwellings / premises. It is the policy of the Village that each dwelling or premises receiving services must have a separate meter. However, the Village recognizes there may be instances where installation of a separate meter may not be feasible. In the event that one water meter serves more than one residential dwelling or more than one non-residential user or premises, the charge for water service shall be calculated as follows:

- b) The minimum charge as set by Article IV, Section 3 shall be charged to each dwelling or premises receiving service.
- c) The total water usage shall be divided by the number of separate users receiving service, and shall be assessed to each user on an equal, proportional basis.

Section 6. Catastrophic water leak. The Village may, in its sole discretion, adjust customer bills and charges incurred from a catastrophic water leak at the customer premises. In general, bills will only be adjusted to account for water that did not enter the Village sanitary sewer system. Customers may however petition the Board of Trustees for forgiveness of water bills for good cause due to hardship or other unusual circumstance. No customer may petition the Board of Trustees under this section on more than one occasion. The Board reserves the right to impose conditions upon any bill forgiveness including the requirement that water shut off valves be installed at any premises.

ARTICLE VI

Section 1: The Village shall review the user charge system annually and revise user charge rates as necessary to ensure that the Water System generates adequate revenues to pay the costs of annual Operation and Maintenance including Replacement and cost associated with the Village's revenue bonds issued to finance or refinance improvements to the Water System (including, but not limited to, the payment of principal, interest and redemption premium, if any, on said bonds) and that the Water System continues to provide for the proportional distribution of said costs among users and user classes.

Section 2: The Village will notify each user at least annually, in conjunction with a regular bill, of the rate being charged pursuant to the user charge system.

ARTICLE VII

Any ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED BY THE BOARD OF TRUSTEES THIS ____ DAY OF _____, 2024.

First Reading Date: _____

Second Reading Date: _____

Roll Call Vote: Yeas: _____

Nayes: _____

APPROVED BY THE BOARD OF TRUSTEES THIS ____ DAY OF _____, 2024.

Susan Schneider, Chair

Attest:

City Clerk

Bill No. 2024-12

Ordinance No. _____

AN ORDINANCE ESTABLISHING A USER CHARGE SYSTEM FOR THE VILLAGE OF SUNRISE BEACH, TO PROVIDE FUNDS NEEDED TO PAY FOR ALL EXPENSES ASSOCIATED WITH THE VILLAGE WASTEWATER SYSTEM.

WHEREAS, the Village of Sunrise Beach owns and operates a revenue producing public wastewater system (“Wastewater System”); and

WHEREAS, the Village of Sunrise Beach must pay all expenses associated with said Water System and charge the users of said Wastewater System accordingly;

WHEREAS, the Board of Trustees have previously approved and adopted ordinances establishing user charge systems for the Village of Sunrise Beach wastewater system, and the Board desires to repeal those ordinances and replace them with a new ordinance establishing a revised and amended user charge system based upon a model ordinance provided by the Missouri Department of Natural Resources; and

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

Article I

It is hereby determined and declared to be necessary and conducive to the protection of the public health, safety, welfare, and convenience of the Village to collect charges from all users who contribute wastewater to the Village Wastewater System and to establish a user charge system as set forth herein. The proceeds of such charges so derived will be used for the purpose of operating, maintaining, and retiring the debt for such Wastewater System.

Article II

Unless the context specifically indicates otherwise, the meaning of terms used in this (Ordinance/Resolution) 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 (mg/l).

Section 2: “Normal Domestic Wastewater” shall mean wastewater that has a BOD concentration of not more than 250 mg/l and a suspended solids concentration of not more than 300 mg/l.

Section 3: “Operation and Maintenance” shall mean all expenditures during the useful life of the Wastewater System for materials, labor, utilities, and other items which are necessary for managing and maintaining the wastewater system to achieve the capacity and performance for which said wastewater system was designed and constructed. The term “Operation and Maintenance” includes Replacement.

Section 4: “Replacement” shall mean expenditures for obtaining and installing equipment, accessories, or appurtenances which are necessary during the useful life of the Wastewater System to maintain the capacity and performance for which such works were designed and constructed.

Section 5: “Residential Contributor” shall mean any contributor to the Village Wastewater System whose lot, parcel of real estate, or building is used for domestic dwelling purposes only.

Section 6: “Shall” is mandatory; “may” is permissive.

Section 7: “SS” (denoting suspended solids) shall mean the 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 8: “System Revenue Bonds” means all revenue bonds or other obligations that are payable from the net revenues of the Wastewater System (after the payment of the cost of operation and maintenance thereof).

Section 9: “Wastewater System” shall mean any devices and systems for the storage, treatment, recycling, and reclamation of municipal sewage, domestic sewage, or liquid industrial wastes. These include interceptor sewers, outfall sewers, sewage collection systems, individual systems, pumping, power, and other equipment and their appurtenances; extensions, improvements, remodeling, additions, and alterations thereof; elements essential to provide a reliable recycled supply such as standby treatment units and clear well facilities; and any works including site acquisition of land that will be an integral part of the treatment process or is used for ultimate disposal of residues resulting from such treatment, or any other method or system for preventing, abating, reducing, storing, treating, separating, or disposing of municipal waste or industrial waste, including waste in combined storm water and sanitary sewer systems.

Section 10: “Useful Life” shall mean the estimated period during which the Wastewater System will be operated.

Section 11: “User Charge” shall mean that portion of the total wastewater service charge which is levied in a proportional and adequate manner for the cost of operation, maintenance, and replacement of the Wastewater System.

Section 12: “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.

Article III

Section 1: The User Charge System established by this Ordinance shall generate adequate annual revenues to pay the costs of annual operation and maintenance including replacement and cost associated with the Village's revenue bonds issued to finance or refinance improvements to the Wastewater System (including, but not limited to, the payment of principal, interest and redemption premium, if any, on said bonds) which the Village may by ordinance designate to be paid by the user charge system. To the extent any term or provision set forth in the ordinance pursuant to which the Village's revenue bonds have been issued conflicts with this Ordinance the ordinance pursuant to which the Village's revenue bonds have been issued shall control.

Section 2: There are hereby created or ratified and ordered to be established and maintained in the treasury of the Village the following separate funds and accounts to be known respectively as the:

- a. Wastewater System Revenue Fund (the "Revenue Fund").
- b. Wastewater System Operation and Maintenance Account (the "Operation and Maintenance Account").
- c. Wastewater System Depreciation and Replacement Account (the "Depreciation and Replacement Account").

Section 3: All of the total user charge imposed and collected pursuant to this Ordinance shall, as and when received, be paid and deposited into the Revenue Fund unless otherwise specifically stipulated in this Ordinance and/or any ordinance pursuant to which the Village's revenue bonds have been issued. Said revenues shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the Village and shall not be commingled with any other moneys, revenues, funds and accounts of the Village. The Revenue Fund shall be administered and applied solely for the purposes and in the manner specified in this Ordinance and any (ordinance/resolution) pursuant to which the Village's bonds have been issued.

Section 4: On the first day of each month, beginning in the month following the month in which this Ordinance goes into effect, administer and allocate the moneys then held in the Revenue Fund as follows:

- (a) *Operation and Maintenance.* Deposits into the Revenue Fund shall be used for the purpose of paying the Operation and Maintenance expenses of the Wastewater System, or for those purposes as provided for in any ordinance pursuant to which the Village's revenue bonds have been issued.
- (b) *Replacement Account.* After all payments and credits required at the time to be made under paragraph (a) of this Section and subject to the provisions of any ordinance pursuant to which the Village's revenue bonds have been issued relating to payments required to be made to debt service accounts, debt service reserve accounts or administrative fees for said bonds have been made, there shall next be paid and credited

to the Replacement Account, the amount of \$2,762 each month (\$33,144 annually). Moneys in the Replacement Account shall be expended and used by the Village, if no other funds are available therefor, solely for the purpose of ensuring Replacement needs over the useful life of the Wastewater System as may be necessary to keep the Wastewater System in good repair and working order and to assure the continued effective and efficient operation thereof.

(c) All remaining funds on deposit in the Revenue Fund shall be administered and applied pursuant to the provisions of the ordinance under which the Village's revenue bonds have been issued.

Section 5: Fiscal year-end balances in the Revenue Fund and Replacement Account shall be carried over to the same accounts in each subsequent fiscal year, and shall be used for no other purposes than those designated for these accounts. Monies which have been transferred from other sources to meet temporary shortages in the Revenue Fund and the Replacement Account shall be returned to their respective accounts upon appropriate adjustment of the user charge rates for Operation and Maintenance and Replacement. The user charge rate(s) shall be adjusted such that the transferred monies will be returned to their respective accounts within the fiscal year following the fiscal year in which the monies were borrowed.

Article IV

Section 1: Each user shall pay for the services provided by the Village based on their use of the Wastewater System as determined by water meter(s) acceptable to the Village.

Section 2: For all contributors, user charges shall be based on water used during the current month. If a contributor has a consumptive use of water, or in some other manner uses water which is not returned to the wastewater collection system, the user charge for that contributor may be based on wastewater meter(s) or separate water meter(s) installed and maintained at the contributor's expense, and in a manner acceptable to the Village.

Section 3: The Village hereby imposes the following charges for services:

The minimum charge per month shall be **\$44.00 for the first 4,000 gallons** of water as determined in the preceding section. In addition, each contributor shall pay a user unit charge of **\$11.00 per 1,000 gallons of water**, above the amount included in the minimum charge, as determined in the preceding section.

For users who do not receive Village water service ("sewer only" users), the minimum charge per month shall be \$60.00.

Section 4: For those contributors which contribute wastewater, the strength of which is greater than normal domestic sewage, a surcharge in addition to the normal user charge will be collected. The surcharge amounts shall be determined by the Village and assessed to the contributor on a monthly basis and in addition to the user charges as provided for in Section 3.

Section 5: Any user which discharges any toxic pollutants which cause an increase in the cost of managing the effluent or the sludge from the Village's Wastewater System, or any user which discharges any substance which singly or by interaction with other substances causes identifiable increases in the cost of operation, maintenance, or replacement of the Wastewater System, shall pay for such increased costs. The charge to each user shall be as determined by the responsible plant operating personnel and approved by the Board of Trustees.

Section 6: The user charge rates established in this article apply to all users of the Village Wastewater System, regardless of the user's location.

Article V

Section 1: All users shall be billed monthly. Billings for each month shall normally be rendered on or before the 20th day of each month. Payments are due when billings are made. Any payment not received by the 15th day of the month following the month of billing shall be delinquent.

Section 2: A late payment penalty of 10 percent of the user charge bill will be added to each delinquent bill for each thirty days of delinquency. When any bill is thirty days in default, provision of water and/or sewer service to such premises shall be discontinued until such bill is paid following due notice and opportunity of hearing.

Section 3. A deposit of \$100 shall be collected from occupants of rental properties prior to establishing new service. A deposit of \$50 shall be collected from owner-occupied premises prior to establishing new service. Deposits may be waived for customers who have established credit with the Village. Upon discontinuance of service, deposits may be applied to any past due balance, or may be refunded in full to customers with no past due balance.

Section 4. Landlords and tenants held jointly liable. Pursuant to Missouri law (RSMo 250.140), the owner and occupant of any premises receiving water and / or sewer service shall be held jointly liable for payment. Water and / or sewer services shall be deemed to be furnished to both the occupant and owner of the premises receiving such service, and the Village shall have the power to sue the occupant or owner, or both, of such real estate in a civil action to recover any sums due for such services, less any deposit held by the Village, plus a reasonable attorney's fee to be fixed by the court. When an occupant is delinquent in payment for thirty (30) days, the Village shall make a good faith effort to notify the owner of the premises receiving such service of the delinquency and the amount thereof. In the event the occupant vacates the premises without having made payment for any bills due or delinquent, the Village shall have the right to discontinue service to the premises until the owner or occupant has made payment in full. Notwithstanding any other provision of this section to the contrary, when an occupant is delinquent more than ninety days, the owner shall not be liable for sums due for more than ninety days of service

Section 5. One meter serving multiple dwellings / premises. It is the policy of the Village that each dwelling or premises receiving services must have a separate meter. However, the Village recognizes there may be instances where installation of a separate meter may not be

feasible. In the event that one water meter serves more than one residential dwelling or more than one non-residential user or premises, the charge for wastewater service shall be calculated as follows:

- a) The minimum charge as set by Article IV, Section 3 shall be charged to each dwelling or premises receiving service.
- b) The total water usage shall be divided by the number of separate users receiving service, and shall be assessed to each wastewater user on an equal, proportional basis.

Section 6. Catastrophic water leak. The Village may, in its sole discretion, adjust customer bills and charges incurred from a catastrophic water leak at the customer premises. In general, bills will only be adjusted to account for water that did not enter the Village sanitary sewer system. Customers may however petition the Board of Trustees for forgiveness of water bills for good cause due to hardship or other unusual circumstance. No customer may petition the Board of Trustees under this section on more than one occasion. The Board reserves the right to impose conditions upon any bill forgiveness including the requirement that water shut off valves be installed at any premises.

Article VI

Section 1: The Village shall review the user charge system at least on an annual basis, and revise user charge rates as necessary to ensure that the Wastewater System generates adequate revenues to pay the costs of annual Operation and Maintenance including Depreciation and Replacement and cost associated with the Village's revenue bonds issued to finance or refinance improvements to the Wastewater System (including, but not limited to, the payment of principal, interest and redemption premium, if any, on said bonds) and that the Wastewater System continues to provide for the proportional distribution of said costs among users. The Village shall fix, establish, maintain and collect rates and charges for the use and services furnished by or through the Wastewater System to produce income and revenues sufficient to meet any rate covenant applicable to its System Revenue Bonds at the time outstanding.

Section 2: Prior to the Village's approval of the draft user charge ordinance, the Village shall hold a public hearing, to specifically address the proposed user charge rates. Public notice of the hearing shall be published at least thirty (30) days prior to the hearing date or otherwise in accordance with the provisions of Section 250.233, RSMo.

Section 3: The Village will notify each user at least annually, in conjunction with a regular bill, of the rate being charged pursuant to the user charge system.

Article VII

Any ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. This Ordinance shall be in full force and effect from and after 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

vBILL NO. 2024-13

ORDINANCE NO. _____

AN ORDINANCE APPROVING A PETITION FOR VOLUNTARY ANNEXATION FILED BY PRESTIGE LAKEWIDE LLC REGARDING CERTAIN PROPERTY CONTIGUOUS AND COMPACT TO THE VILLAGE OF SUNRISE BEACH, MISSOURI; ANNEXING SAID PROPERTY TO THE VILLAGE; ADOPTING ZONING DISTRICT CLASSIFICATIONS FOR THE PROPERTY; AND AUTHORIZING OTHER ACTIONS IN CONNECTION WITH SUCH ANNEXATION

WHEREAS, a verified petition requesting annexation into the Village of Sunrise Beach and signed by the owners of all fee interests of record of all the real estate hereinafter described was filed with the Village pursuant to the provisions of Sections 71.012 of the Revised Statutes of Missouri; and

WHEREAS, the real estate hereinafter described and described in the petition aforesaid is contiguous and compact to the existing corporate limits of the Village of Sunrise Beach and is located in unincorporated Camden County, Missouri; and

WHEREAS, the Planning and Zoning Commission of the Village of Sunrise Beach reviewed the proposed annexation and proposed zoning district designations for the parcels to be annexed at a public meeting April 1, 2024, and the Commission did by unanimous affirmative vote recommended acceptance of the annexation and zoning district designations as petitioned; and

WHEREAS, a public hearing was held by the Board of Trustees on April 22, 2024 after due notice as required by law, at which any interested person was afforded the opportunity to present evidence regarding the proposed annexation, and no written objection to the proposed annexation, pursuant to Section 71.014 of the Revised Statutes of Missouri, was filed with the Board of Trustees within fourteen days after the public hearing; and

WHEREAS, the Board of Trustees hereby finds and determines that the proposed annexation is reasonable and necessary to the proper development of the Village; the Village has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; annexation of such real estate pursuant to such petition and the Laws of Missouri and the terms set forth and referenced hereinafter is in the best interests of the Village and the current and future owners of such real estate, and that all things required by law to accomplish such annexation have been done; and

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

SECTION ONE.

Pursuant to the provisions of Sections 71.012 of the Revised Statutes of Missouri, the real estate described below and owned by Prestige Lakewide LLC is hereby annexed into the Village of

Sunrise Beach, Missouri, and the corporate boundaries of the said Village are hereby extended to include such real estate, to wit:

1. Camden County Parcel 07-1.0-02.3-000.0-001-003.000
2. Camden County Parcel 07-1.0-02.2-000.0-005-016.000
3. Camden County Parcel 07-1.0-02.2-000.0-003-008.000
4. Camden County Parcel 07-1.0-02.2-000.0-003-007.000
5. Camden County Parcel 07-1.0-02.2-000.0-002-047.000
6. Camden County Parcel 07-1.0-02.2-000.0-003-009.000
7. Camden County Parcel 07-1.0-02.3-000.0-001-002.002
8. Camden County Parcel 07-1.0-02.3-000.0-001-002.001
9. Camden County Parcel 07-1.0-02.3-000.0-001-002.000
10. Camden County Parcel 07-1.0-02.2-000.0-005-017.000
11. Camden County Parcel 07-1.0-02.2-000.0-005-015.000
12. Camden County Parcel 07-1.0-02.2-000.0-005-014.000
13. Camden County Parcel 07-1.0-02.2-000.0-005-013.000
14. Camden County Parcel 07-1.0-02.2-000.0-002-023.000
15. Camden County Parcel 07-1.0-02.2-000.0-002-023.001
16. Camden County Parcel 07-1.0-02.2-000.0-002-025.000
17. Camden County Parcel 07-1.0-02.2-000.0-002-028.000
18. Camden County Parcel 07-1.0-02.2-000.0-002-027.000
19. Camden County Parcel 07-1.0-02.2-000.0-002-026.000
20. Camden County Parcel 07-1.0-02.2-000.0-001-012.000
21. Camden County Parcel 07-1.0-02.2-000.0-005-012.000
22. Camden County Parcel 07-1.0-02.2-000.0-005-011.000
23. Camden County Parcel 07-1.0-01.2-000.0-002-011.003

The subject parcels are further depicted on the attached map “Exhibit A,” and referenced fully herein.

SECTION TWO.

The properties and parcels subject to annexation in Section One are hereby assigned the following zoning district designations:

Annexation Parcel No.	Camden County Parcel No.	Proposed Zoning District classification
1	07-1.0-02.3-000.0-001-003.000	C-2
2	07-1.0-02.2-000.0-005-016.000	C-2
3	07-1.0-02.2-000.0-003-008.000	LFC-3
4	07-1.0-02.2-000.0-003-007.00	LFC-3
5	07-1.0-02.2-000.0-002-047.000	LFC-3

6	07-1.0-02.2-000.0-003-009.000	LFC-3
7	07-1.0-02.3-000.0-001-002.002	C-3
8	07-1.0-02.3-000.0-001-002.001	C-3
9	07-1.0-02.3-000.0-001-002.000	C-2
10	07-1.0-02.2-000.0-005-017.000	C-2
11	07-1.0-02.2-000.0-005-015.000	C-2
12	07-1.0-02.2-000.0-005-014.000	C-2
13	07-1.0-02.2-000.0-005-013.000	C-2
14	07-1.0-02.2-000.0-002-023.000	LFC-3
15	07-1.0-02.2-000.0-002-023.001	LFC-3
16	07-1.0-02.2-000.0-002-025.000	LFC-3
17	07-1.0-02.2-000.0-002-028.000	LFC-3
18	07-1.0-02.2-000.0-002-027.000	LFC-3
19	07-1.0-02.2-000.0-002-026.000	LFC-3
20	07-1.0-02.2-000.0-001-012.000	LFC-3
21	07-1.0-02.2-000.0-005-012.000	C-2
22	07-1.0-02.2-000.0-005-011.000	C-2
23	07-1.0-01.2-000.0-002-011.003	C-2

SECTION THREE.

The City Clerk is hereby authorized and instructed to cause a certified copy of this Ordinance to be filed with the appropriate officials of Camden County, Missouri, including three certified copies of the to be filed with the Camden County Assessor and Camden County Clerk, and to take any and all other steps necessary or appropriate to effectuate the annexation provided hereby.

SECTION FOUR.

This Ordinance shall be in full force and effect from and after 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.

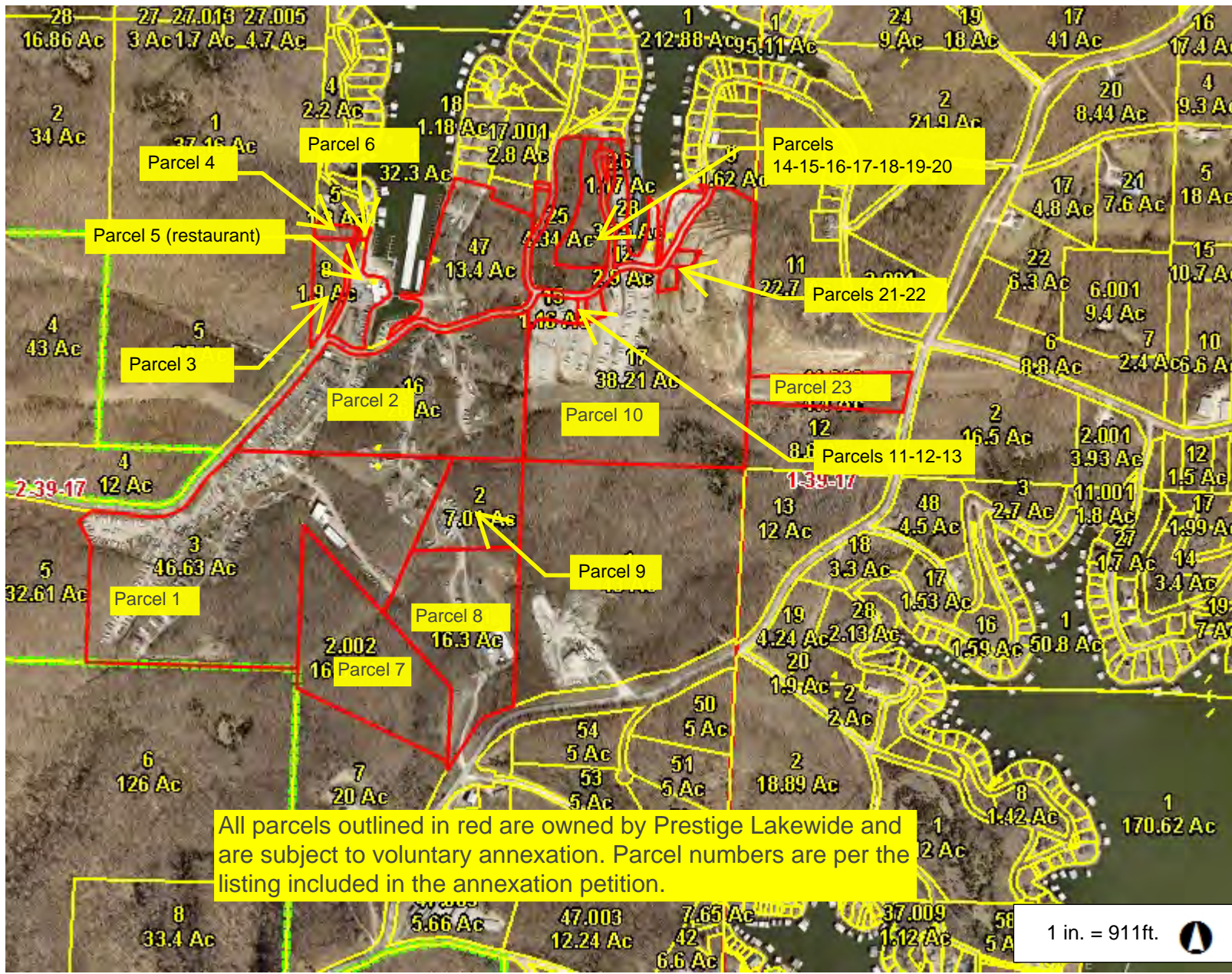
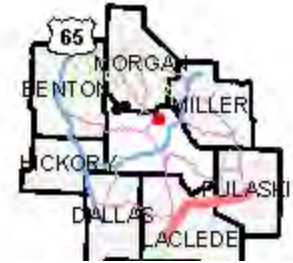
Susan Schneider, Chair

Attest:

City Clerk

Camden County, MO

EXHIBIT A

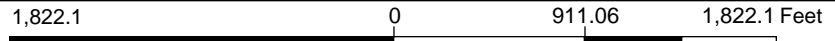


Legend

- Highway
 - Interstate Highway
 - US Highway
 - Numbered State Highway
 - Lettered State Highway
- Parcel
- Corporate Limit Line —
- Land Hook
 - DASHED LAND HOOK
 - SOLID LAND HOOK
- Section
- County Boundary

All parcels outlined in red are owned by Prestige Lakewide and are subject to voluntary annexation. Parcel numbers are per the listing included in the annexation petition.

1 in. = 911ft.



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Resolution No. 2024-08

A RESOLUTION APPROVING AND AUTHORIZING A SUBSCRIPTION TO THE SMALL UTILITY BILLING SOFTWARE (SUBS) UTILITY BILLING PROGRAM OWNED AND SERVICED BY THE MISSOURI RURAL WATER ASSOCIATION; AND AUTHORIZING CERTAIN OTHER ACTIONS THERETO

WHEREAS, the FY 25 budget for the Village of Sunrise Beach includes funding for new utility billing software; and

WHEREAS, the Village has canvassed various utility billing software systems and has determined the Small Utility Billing Software program as provided through the Missouri Rural Water Association to be the utility billing system that is 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. The Village of Sunrise Beach hereby wishes to subscribe to the Small Utility Billing Software (SUBS) utility billing program owned and serviced by the Missouri Rural Water Association. The cost of the SUBS program shall be \$400 per year. The Village of Sunrise Beach will adhere to the terms of service as outlined in the End User License Agreement (EULA) a copy of which is attached as Exhibit A.

SECTION TWO. The Board of Trustees hereby authorizes the following persons to have credentials to access the program:

Steve Roth, City Manager steve.roth@sunrisebeachmo.gov

Erin Hays, City Clerk clerk@sunrisebeachmo.gov

Dalia Shamburg, Deputy Clerk dalia.shamburg@sunrisebeachmo.gov

SECTION THREE. An agreement with Moneta Enterprises LLC (hereinafter “CourtMoney”) for electronic and credit card payment and processing services, in the form as attached as Exhibit B, is hereby accepted and approved. The transaction payment fee schedule is included in the agreement and restated here as reference:

Payment Amount	Transaction fee
\$0 to \$50	\$2.00
\$50.01 and up	4.00%

The CourtMoney service as herein authorized shall be non-exclusive and the Village may at its sole option enter into agreements with other payment processing service providers.

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

Passed this 13th day of May, 2024.

Chairman

Attest

City Clerk

Small Utility Billing Software (SUBS) EULA

This agreement is entered into by and between **Missouri Rural Water Association (MRWA)** with offices at 901 Richardson Drive, Ashland, Missouri 65010 (“**LICENSOR**”) and any entity given access to login and utilize (“**LICENSEE**”) the Small Utility Billing Software (SUBS).

WHEREAS, Licensee wishes to license software for the purpose of utilizing it as a drinking water/wastewater/trash service billing program (billing program) and MRWA desires to license the use of this software to licensee.

NOW THEREFORE, the parties hereto agree as follows:

1-GRANT OF LICENSE

Subject to the terms and conditions of the Agreement, MRWA grants to Licensee a non-exclusive, non-transferable license to use the software identified in Exhibit A (the “Licensed Programs”) for the purpose of utilizing it as a billing program. Licensee may use the Licensed Programs in its executable format for its own use.

2-CONSIDERATION TO MRWA

Licensee shall pay, upon delivery of the Licensed Programs, the license fees set forth in Exhibit A attached hereto.

License fees do not include any shipping, duties, bank fees, sales, use, excise or similar taxes due.

3-ACCESS

Licensee, upon being given a username and password to login, shall not allow any other entities the use of assigned username and password for the purposes of utilizing SUBS.

4-OWNERSHIP

The original coding of the Licensed Programs, applied to any format, including translations, compilations, partial copies, modifications, and updates are the property of MRWA.

5-PROPRIETARY RIGHTS

Licensee recognizes that MRWA regards the Licensed Programs as its proprietary information and as confidential trade secrets of great value. Licensee agrees not to provide or to otherwise make available in any form the Licensed Programs, or any portion thereof, to any person other than employees of Licensee without the prior written consent of MRWA. Licensee further agrees to treat the Licensed Programs with no less care than is reasonably required to protect the confidentiality of the Licensed Programs.

6-TERM

The license granted hereunder shall continue unless and until terminated pursuant to Section 7 hereof and subject to Licensee’s proper performance of its obligations hereunder.

7-TERMINATION

MRWA may terminate this Agreement if Licensee is in default of any of the terms and conditions of this Agreement and fails to correct such default within ten (10) days after written notice thereof from MRWA.

8-TERMINATION CERTIFICATE

In the event of termination, Licensee will immediately discontinue use of the Licensed Programs. Upon request, within one (1) month after termination of this Agreement, Licensee will furnish to MRWA a certificate which certifies with respect to each of the Licensed Programs that, through its best effort and to the best of its knowledge, the original and all copies, in whole or in part and in any form, of each of the Licensed Programs have been destroyed. The provisions of Sections 4, 5, 8, 11, and 13 hereof shall survive any termination of this Agreement.

9-MAINTENANCE SUPPORT

Licensor will provide to Licensee the following support with respect to the Software:

- A. If Licensee notifies Licensor of a substantial program error respecting the Software, or Licensor has reason to believe that error exists in the Software and so notifies Licensee, Licensor shall at its expense verify and attempt to correct such error within thirty (30) working days after the date of notification. If Licensee is not satisfied with the correction, then Licensee may terminate this Agreement, but without refund of any amount paid to Licensor or release of any amounts due Licensor at the time of termination.
- B. In the case that Licensee has technical questions in the use of the Software during this Agreement, Licensee may submit those questions to Licensor. Licensor shall provide consulting to answer such questions without charge to Licensee up to a maximum of sixteen (16) hours annually for each licensed program.
- C. All maintenance support up to sixteen (hours) shall be paid for by the maintenance fee(s) set forth in Exhibit A.

10-DELIVERY OF LICENSED PROGRAMS

MRWA shall use its best efforts to deliver the Licensed Programs promptly after receipt of the purchase order and export license (if required).

11-WARRANTY DISCLAIMER

MRWA licenses, and Licensee accepts, the licensed programs "AS IS". MRWA PROVIDES NO WARRANTIES AS TO THE FUNCTION OR USE OF THE LICENSED PROGRAMS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LICENSED PROGRAM IS WITH LICENSEE. LICENSOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAMS WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED PROGRAMS WILL BE UNINTERRUPTED OR ERROR FREE.

12-PATENT AND COPYRIGHT INDEMNITY

MRWA will defend at its own expense any action brought against Licensee to the extent it is based on a claim that the Licensed Programs used within the scope of the license granted hereunder infringe a United States patent, copyright, or other proprietary right of a third party. MRWA will pay any costs, damages or attorney fees finally awarded against Licensee in such action which are attributable to such claim, provided MRWA is promptly notified in writing of such claim, may control the defense and/or settlement of such claim, and is provided with all requested assistance, information and authority. In the event that a Licensed Program becomes, or in MRWA's opinion is likely to become, the subject of a claim of infringement of a United States patent, copyright or trade secret, MRWA may at its option either secure Licensee's right to continue using the Licensed Programs, replace or modify the Licensed Programs to make them not infringing, or provide Licensee with a refund of the license fee less depreciation on a five (5) year, straight-line basis. MRWA shall have no liability for any claim of patent, copyright or trade secret infringement based on the use of Licensed Program in any form other than the original, unmodified form provided to Licensee or the use of a combination of the Licensed Programs with hardware, software or data not supplied by MRWA where the used Licensed Programs alone in their original, unmodified form would not constitute an infringement. The foregoing states Licensee's entire liability of infringement or claims of infringement of patents, copyrights or other intellectual property right.

13-LIMITATION OF LIABILITY

MRWA's LIABILITY TO LICENSEE UNDER ANY PROVISIONS OF THIS AGREEMENT FOR DAMAGES FINALLY AWARDED SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID HEREUNDER BY LICENSEE TO MRWA. IN NO EVENT SHALL MRWA BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, HOWEVER CAUSED OR ON ANY THEORY OF LIABILITY.

14-NOTICES

All notices in connection with this Agreement shall be in writing and may be given by certified, registered, or first class mail or personally delivered at the address set forth on the front page. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail five days after proper deposit in a mailbox.

15-SUCCESSORS

This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective representatives, successors and assigns except as otherwise provided herein.

16-SEVERABILITY

In the event any provision of the Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not a part.

17-GOVERNING LAW/FORUM

This Agreement shall be governed and interpreted by the laws of the State of Missouri. Boone County, Missouri shall be the appropriate venue and jurisdiction for the resolution of any disputes hereunder. Both parties hereby consent to such personal and exclusive jurisdiction.

18-NON-ASSIGNMENT

This Agreement and the licenses granted by it may not be assigned, sublicensed, or otherwise transferred by Licensee without the prior written consent of MRWA.

19-EXPORT REGULATIONS

Licensee understands that MRWA is subject to regulation by agencies of the U.S. Government, including the U.S. Departments of Commerce and State, which prohibit export or diversion of certain technical products to certain countries. Licensee warrants that it will comply in all respect with the export and re-export restrictions set forth in the export license for the Licensed Programs and all other applicable export regulations. Licensee agrees to indemnify and hold MRWA harmless from any loss, damages, liability or expenses incurred by MRWA as a result of Licensee's failure to comply with any export regulations or restrictions.

20-ENTIRE AGREEMENT

This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions and understanding, express or implied, concerning such matters. This Agreement shall take precedence over any additional or conflicting terms which may be contained in Licensee's purchase order or MRWA's order acknowledgment forms, if provided.

Accepted upon check marking the I AGREE marker upon initial login by **LICENSEE**. **LICENSOR** is Missouri Rural Water Association.

**EXHIBIT A
LICENSED PROGRAMS**

<u>COMPUTER PROGRAMS</u>	<u>ONE-TIME LICENSE FEE</u>	<u>MAINTENANCE FEE</u>
Small Utility Billing Software	US \$0.00	US \$300 paid annually

NOTES:

License fee excludes any taxes, shipping and/or insurance charges, and any bank transfer fees.



PO Box 578
Marion, IL 62959
tracy@courtmoney.com

Village of Sunrise Beach
PO Box 348
Sunrise Beach, MO 65079
Attention: Steve Roth & Dalia Shamburg

April 15, 2024

Good Afternoon Steve & Dalia:

I just wanted to take the opportunity to let you know of a credit/debit card service that my company provides to Municipalities/Water Systems like yourself. This allows you to accept credit/debit card payments from your customers at absolutely no cost and no liability to your agency. You can accept payments online through our website so you can always accept payments.

Once an Agency approves our services and completes and submits paperwork, I can have them up and running with online payments in a few business days. As before, there are no charges to the Agency for any aspect of the service and we are still taking on any disputes/frauds that occur.

If you wanted a reference of how the service has enhanced collections, please feel free to contact any of the many CourtMoney partners in your local area:

- **Camden County PWSD #1**
- **Camden County Circuit Clerk**
- **Camden County Sheriff Department**
- **Camden County Prosecuting Attorney**
- **Camden County Health Department**
- City of Russellville (Cole County)
- Callaway County Sewer District
- City of Richland (Laclede/Camden/Pulaski Counties)
- Carroll County PWSD #1
- City of Crocker (Pulaski County)
- City of Urbana (Dallas County)
- City of Hermitage (Hickory County)
- City of Wheatland (Hickory County)
- City of Cole Camp Municipal Court (Benton County)
- City of Lincoln (Benton County)
- City of St. James (Phelps County)
- Phelps County PWSD #1
- Phelps County PWSD #2
- City of Mountain View (Howell County)
- Howell County PWSD #1
- City of Fair Play (Polk County)



PO Box 578
Marion, IL 62959
tracy@courtmoney.com

- City of Humansville (Polk County)
- City of Morrisville (Polk County)
- City of Fordland (Webster County)
- City of Niangua (Webster County)
- City of Chilhowee (Johnson County)

Overview:

Just as a recap, what we do at CourtMoney is we set up your office for the ability to take debit and credit card payments from your customers. **We do NOT CHARGE YOUR AGENCY anything at all, EVER, no cost for set up, no cost for training, no cost for security compliance, no cost for any disputes or chargebacks from the credit card holder.** We handle all of that on our end. Our cost is solely to the card holder as a convenience fee, the fee for any payment up to \$50.00 is a flat \$2.00 fee and any payment over \$50.00 is a flat 4% fee (not \$2.00 plus 4% but only the 4%).

We handle all the disputes and chargebacks and that never comes out of your account and you never have to deal with that. All funds are transferred to your bank account weekly.

The only equipment you would need is a computer with internet connectivity to access the payment portal/page. The training is very straightforward and usually takes only 30-60 minutes.

We can set you up to process payments at your counter. We also set you up to have your payments online. The biggest advantage for the online payments is that your customers can pay their payments 24/7, beyond the traditional office hours.

We can take any kinds of payments you want to take, utility/water/sewer payments, utility/water/sewer deposits, tap in fees, etc.

Once payments are made online, you will get a notification e-mail showing the date and time of the payment so you can always know when payments occur around critical dates. The e-mail notification is instantaneous. Those e-mails are also replicated in your payment page as well.

Please do not hesitate to reach out if you would like any additional information as I am happy to help in any way that I can.

Tracy Rone

Technology Agreement

This Technology Agreement (“Agreement”) is made by and between the **VILLAGE OF SUNRISE BEACH** (Hereinafter **COURT/AGENCY CLERK**) and **Moneta Enterprises LLC** (Hereinafter **“CourtMoney”**)(collectively Court/Agency Clerk and CourtMoney will be referred to as “Parties”). Wherein **COURTMONEY** and **COURT/AGENCY** agree as follows:

1. **TECHNOLOGY DESCRIPTIONS.** COURTMONY has developed a technology service (“Service”) for the purpose of processing payments by credit or debit card for Cash Bail, Fines, and Fees for COURT/AGENCY CLERK. COURTMONY is a cash facilitator and not a bail bond company. The Cash Bail, Fines, and Fees received by COURT/AGENCY CLERK is money belonging to the Payor and is not COURTMONY money. The COURTMONY technology service will provide the service from a remote location twenty-four (24) hours per day, seven (7) days per week. The person wanting to pay Cash Bail, Fines, and Fees to COURT/AGENCY CLERK by credit or debit card may do so by calling the COURTMONY office for instructions or by accessing the COURTMONY website.

COURTMONEY will charge the Payor (Member of the public using COURTMONY service to make payment to the COURT/AGENCY CLERK) a technology fee for the Service as outlined in Attachments “A” and/or “B” attached hereto and made a part hereof.

COURTMONEY agrees to provide the Service described herein, pay the necessary telephone service costs and all training costs in accordance with the terms and conditions of this Agreement.

2. **PROCESSOR.** WorldPay from FIS is the Processor for COURTMONY. COURTMONY is entering into the Agreement on behalf of, and as an agent of, WorldPay from FIS.

WorldPay from FIS
8500 Governors Hill Drive
Symmes Township, OH 45249-1384

3. **AUTHORIZATION TO BEGIN.** COURT/AGENCY CLERK grants COURTMONY authorization to begin a remote pay service, as outlined in this Agreement for a minimum period of one (1) year. This Agreement will be automatically extended for additional one (1) year periods for up to five (5) years or for a longer period of time if mutually agreed to by the Parties. COURT/AGENCY CLERK further agrees to direct anyone wishing to pay Cash Bail, Fines, Fees, & Utilities by credit or debit card, of the COURTMONY telephone number or website address and allow COURTMONY to place signage at the location describing the Services, subject to approval by COURT/AGENCY CLERK, which approval shall not be unreasonably withheld.

4. **REPRESENTATION OF THE PARTIES.** COURTONEY represents that it is qualified by training and experience to perform the Services as outlined in this Agreement.
5. **COMPENSATION FOR COURTONEY.** COURTONEY shall not be entitled to any compensation with respect to the technology services listed in this Agreement other than that set forth in Attachments "A" and/or "B," which is paid by the Payor and not COURT/AGENCY CLERK. It is hereby agreed and understood that there are no fees paid by COURT/AGENCY CLERK to COURTONEY.
6. **COSTS.** COURTONEY shall provide toll free telephone numbers for all communications between COURT/AGENCY CLERK and COURTONEY and between the Payor and COURTONEY. COURTONEY will provide complete training for COURT/AGENCY CLERK at no cost to COURT/AGENCY CLERK.
7. **STATE AND FEDERAL TAXES.** COURT/AGENCY CLERK shall not be responsible for paying any state or federal taxes on COURTONEY's behalf.
8. **RECONCILIATION.** COURTONEY will make available a reconciliation report to COURT/AGENCY CLERK each COURTONEY day for all transactions completed the previous COURTONEY day(s).
9. **INDEPENDENT CONTRACTOR.** COURTONEY shall perform all the Services under this Agreement as an independent contractor and not as an employee of COURT/AGENCY CLERK. COURTONEY understands and acknowledges that it shall not be entitled to any of the benefits of a COURT/AGENCY CLERK employee. COURT/AGENCY CLERK has the right to rely and does rely upon the expertise of COURTONEY to perform the Services in a skillful and professional manner. COURTONEY agrees to perform the Services in such a manner.
10. **RESPONSIBILITIES OF COURT/AGENCY CLERK.** COURT/AGENCY CLERK shall provide a fax number and the equipment to receive transaction documents. COURT/AGENCY CLERK will follow the COURTONEY procedures for all transactions.
11. **CONFIDENTIALITY AND NONDISCLOSURE.** COURTONEY agrees that any information or data obtained, documents produced, or any other material, which is required by law or regulation, will be kept confidential and shall not be disclosed without the prior written approval of COURT/AGENCY CLERK or as required by law or regulation.
12. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail or by facsimile delivered to:

THE AGENCY:

Name of Recipient
Village of Sunrise Beach
16537 Highway 5/ PO Box 348
Sunrise Beach, MO 65079
Fax #: (573) 374-6456

COURTMONEY:

Name of Recipient
Moneta Enterprises LC
PO Box 578
Marion, IL 62959
Fax #: (618) 993-8734

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received give (5) days following their deposit in the U.S. mail. Notices and consents under this section, which are sent by facsimile, shall be deemed to be received when such facsimile is transmitted to the facsimile number specified in this section and a confirmation of such facsimile has been received by the sender.

13. **TERMINATION.** Either Party can terminate this Agreement by providing a 30-day prior written notice to the other Party.
14. **OPERATING REGULATIONS.** COURT/AGENCY CLERK agrees to abide by all Operating Regulations. COURT/AGENCY CLERK also agrees to comply with all applicable state, federal, and local laws, rules, and regulations (“Laws”). COURT/AGENCY CLERK also agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury’s Office of Foreign Assets Control (OFAC) and the Federal Trade Commission.

The Card Companies make excerpts of their Operating Regulations available online, including via:

<https://www.mastercard.us/en-us/business/overview/support/rules.html>;

<https://usa.visa.com/support/consumer/visa-rules.html>;

<https://www.americanexpress.com/merchantopguide>;

https://www.discoverglobalnetwork.com/content/dam/discover/en_us/dgn/pdfs/MIT-Implementation-Guide.pdf.

Each applicable Card Company’s complete Operating Regulations are incorporated by reference into this Agreement and will control with respect to any conflict in terms between this Agreement and such Operating Regulation. COURT/AGENCY CLERK will not discriminate against Cards or Issuers (e.g., limited acceptance options) except in full compliance with the Operating Regulations, and will comply with all Operating Regulations, applicable laws, and regulations related to its business operations, PCI-DSS obligations, the use of a Card Company’s marks, and each transaction acquired hereunder. COURT/AGENCY CLERK expressly agrees that it will accept Cards and

protect, utilize, or restrict transaction data, including the magnetic stripe and CVV2, in accordance with the terms of this Agreement, applicable law or regulation, and the Operating Regulations, and will cooperate with any audit requested by a Card Company until such audit is completed.

In addition to complying with each Card Company's obligations or prohibitions related to acceptance, disbursement, or resubmission of a transaction, COURT/AGENCY CLERK may not submit any illegal, fraudulent, or unauthorized transaction and shall only submit transactions for the sale of its own goods or services, and not any other person or company, and may not receive payment on behalf of or, unless authorized by law, redirect payments to any other party.

COURT/AGENCY CLERK covenants that it is not a third-party beneficiary under any agreement with an Card Company, however, a Card Company may be a third-party beneficiary of this Agreement, and shall have the rights, but not any obligation, necessary to fully enforce the terms of this Agreement against the COURT/AGENCY CLERK authorizes COURT/MONEY to conduct checks of COURT/AGENCY CLERK'S background, credit, or banking information, as necessary, and agrees that all information obtained under this Agreement may be shared with an Card Company.

COURT/AGENCY CLERK acknowledges and agrees that it is responsible for its employees' actions, it will notify COURT/MONEY of any 3rd party that will have access to cardholder data, and it will immediately report all instances of a data breach to COURT/MONEY immediately after it reasonably identifies an incident.

15. **CHOICE OF LAW.** This Agreement shall be governed by the laws of the State of [Missouri]. Any litigation arising out of this Agreement or its content shall be filed in [Camden], [Missouri] if in State Court, or in the appropriate District, if in Federal Court.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by **COURT/AGENCY CLERK**.

Reviewed and Approved:

Name of Recipient
Title of Recipient

Name of Recipient
Moneta Enterprises LLC

Date: _____

Date: _____

ATTACHMENT “A”

COURTMONEY Transaction Payment Fee Schedule FOR CASH BAIL

Cash Bail Fee 8%

Call center transactions can add an additional \$5.00 for each call per transaction.

COURTMONEY Transaction Payment Fee Schedule FOR FINES AND OTHER FEES.

\$0.00- \$50.00	\$2.00
\$50.01-& Up	4.0%

Call center transactions will add an additional \$5.00 for each transaction.

*This fee schedule can be amended by CourtMoney at any time with written notice to the client.

ATTACHMENT "B"

CourtMoney.com Basic Services

There are no fees paid by the COURT/AGENCY NAME to COURTMONEY for basic services.

The basic services include the following:

1. Remote credit/debit card payment service with call center and internet transaction capability.
2. Service available 24 hours a day, seven days a week, 365 days a year.
3. Payments made to the Client are via ACH.

Resolution No. 2024-09

A RESOLUTION AUTHORIZING AND ACCEPTING A REVISED FEE AGREEMENT WITH COCHRAN ENGINEERING FOR PROFESSIONAL SERVICES RELATING TO THE 2024 PPMP PROGRAM

WHEREAS, the Village of Sunrise Beach has previously engaged Cochran Engineering for professional services relating design, implementation and inspection of the 2024 Preventive Pavement Maintenance Program project;

WHEREAS, the Village has added additional work to the 2024 PPMP project, and Cochran has requested an adjustment in the fee agreement to compensate for the additional required services, which the Village upon review has found to be acceptable;

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

1. Supplemental Agreement No. 1 to the Engineering Services Contract with Cochran Engineering dated March 13, 2024, is hereby accepted and approved. A copy of Supplemental Agreement No. 1 is attached to this Resolution as Exhibit A. The fee adjustment is included in the Supplemental Agreement and is restated here as reference:

- Total amount for Design and Bidding Phase Services, \$23,489 (original fee @ \$17,755.00).
- Total amount for Construction Phase Services, \$29,632 (original fee @ \$22,193.00)

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

Passed this 13th Day of May, 2024.

Susan Schneider, Chairman

Attest

City Clerk

**SUPPLEMENTAL AGREEMENT NO. 1
TO
ENGINEERING SERVICES CONTRACT**

April 1, 2024

This Supplemental Agreement is made part of the Engineering Services Contract dated March 6, 2024, and fully executed on March 13, 2024 between the **City of Sunrise Beach** and **Cochran Engineering** for professional engineering services for the **2024 Asphalt Paving Project**.

The purpose for this Supplemental Agreement is to provide additional engineering services on Deer Valley Road. The original scope of work on Deer Valley Road extended 2,000 LF from Hwy 5. In accordance with Mr. Steve Roth's e-mail dated April 1, 2024, the City will extend the project an additional 3,400 LF to Deer Park Run Drive for a total of 5,400 LF.

Revised FEE's:

1. The total amount of fee to be paid for the Scope of Services, Item 1 – “Design and Bidding Phase Services” as revised in this Supplemental shall be a lump sum fee of \$23,489.00 (original fee @ \$17,755.00).

2. The total amount of fee to be paid for the Scope of Services, Item 2 – “Construction Phase Services” as revised in this Supplemental shall be a lump sum fee of \$29,362.00 (original fee @ \$22,193.00)..

Supplement Agreement No. 1 accepted as defined herein:

Sincerely,



Dave Christensen, P.E.
Vice President

Acceptance:

City of Sunrise Beach

By: _____

Title: _____

Date: _____

Resolution No. 2024-10

A RESOLUTION AUTHORIZING AND ACCEPTING AN AGREEMENT WITH NAVIGATE BUILDING SOLUTIONS FOR PROFESSIONAL SERVICES RELATING TO CONTEMPLATED MUNICIPAL BUILDING IMPROVEMENTS

WHEREAS, the FY 25 budget of the Village of Sunrise Beach contains funding for professional services relating to contemplated City Hall, Police Station and other municipal building improvements; and

WHEREAS, the Village has requested a fee proposal from Navigate Building Solutions for preliminary planning and programming services, said fee proposal to be and upon review has determined said proposal to be most advantageous to the Village;

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

1. The Chairman of the Board of Trustees is hereby authorized and directed to enter into a professional services agreement with Navigate Building Solutions for preliminary planning services. A copy of the agreement is attached as Exhibit A. The scope of services is outlined in the agreement and restated here as reference:

- Tour the existing City Hall/ Public Works & Police Facility.
- Meet with staff to assess current building needs and budget available.
- Review 2 potential sites that the City provides to NAVIGATE.
- Prepare a block diagram on these 2 sites to show how the potential facilities could be positioned.
- Prepare a cost opinion and total program budget that evaluates all the required costs to construct a new city building on these 2 sites.

2. The total fee shall be \$7,950, to be invoiced over two periods as contained in the attached agreement.

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

Passed this 13th Day of May, 2024.

Susan Schneider, Chairman

Attest

City Clerk

CONSTRUCTION MANAGER ADVISOR, ON-CALL PROFESSIONAL SERVICES AGREEMENT

TASK ORDER NUMBER 01

DATE: April 25, 2024

MASTER AGREEMENT: Owner Representative, On-Call Professional Services Agreement made between City of Sunrise Beach and Navigate Building Solutions.

The Interlocal Purchasing Systems (TIPS): NAVIGATE Vendor #8613, Contract #2301041

PROJECT:

City Hall, Police, and Public Works – Needs Assessment

SCHEDULE:

Approximate schedule – June 2024 – July 2024

SCOPE OF SERVICES:

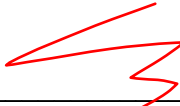
1. Tour the existing City Hall/ Public Works & Police Facility.
2. Meet with staff to assess current building needs and budget available.
3. Review 2 potential sites that the City provides to NAVIGATE.
4. Prepare a block diagram on these 2 sites to show how the potential facilities could be positioned.
5. Prepare a cost opinion and total program budget that evaluates all the required costs to construct a new city building on these 2 sites.

COMPENSATION:

NAVIGATE shall be paid \$7,950 for the above services.

PAYMENTS:

NAVIGATE will invoice \$3,975 on July 1, 2024 and \$3,975 on August 1, 2024.



Craig Schluter
Member
NAVIGATE Building Solutions, LLC.

4/25/24

City of Sunrise Beach

CITY OF SUNRISE BEACH A/P Aging Summary

As of May 8, 2024

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Accurate Pest Management Inc.	0.00	50.00	0.00	0.00	0.00	50.00
AFLAC	513.70	0.00	0.00	0.00	0.00	513.70
CG'S MINI MART	0.00	0.00	0.00	0.00	-937.14	-937.14
CHARLEEN HAYS	0.00	55.00	0.00	0.00	0.00	55.00
Cheyenne Schultz.	34.82	0.00	0.00	0.00	0.00	34.82
CITY MAGNET	48.70	0.00	0.00	0.00	0.00	48.70
CO-MO CONNECT	3,172.00	0.00	0.00	0.00	-38.22	3,133.78
CO-MO ELECTRIC	0.00	40.50	0.00	0.00	0.00	40.50
Cochran	1,840.00	0.00	0.00	0.00	0.00	1,840.00
COLDWELL COMMUNICATIONS	35.00	0.00	0.00	0.00	0.00	35.00
COLONIAL LIFE	194.84	0.00	0.00	0.00	0.00	194.84
FDAssociates	0.00	395.13	0.00	0.00	0.00	395.13
GILMORE & BELL	2,393.50	0.00	0.00	0.00	0.00	2,393.50
Greg Gordon	250.00	0.00	0.00	0.00	0.00	250.00
LAKE SUN	0.00	74.55	0.00	0.00	0.00	74.55
Lauber Municipal Law, LLC	1,535.00	1,225.50	0.00	0.00	0.00	2,760.50
LIBERTY NATIONAL	173.76	0.00	0.00	0.00	0.00	173.76
Michael George	250.00	0.00	0.00	0.00	0.00	250.00
MISSOURI CITY CLERKS AND FINANCE OFFICE...	30.00	0.00	0.00	0.00	0.00	30.00
MOTOROLA SOLUTIONS	600.00	0.00	0.00	0.00	0.00	600.00
PORTER'S OF LAURIE	232.81	0.00	0.00	0.00	0.00	232.81
REPUBLIC SERVICES #435	0.00	89.23	0.00	0.00	0.00	89.23
Scott Craig.	71.93	0.00	0.00	0.00	0.00	71.93
STEVE BARTHOL	200.00	0.00	0.00	0.00	0.00	200.00
Steve Carter	250.00	0.00	0.00	0.00	0.00	250.00
SUMMIT NATURAL GAS	63.44	0.00	0.00	0.00	0.00	63.44
SUNRISE BEACH FIRE PROTECTION DISTRICT	0.00	663.48	0.00	0.00	0.00	663.48
SUNRISE TRUE VALUE	20.31	0.00	0.00	0.00	0.00	20.31
Susan E Schneider	250.00	0.00	0.00	0.00	0.00	250.00
UNITED HEALTHCARE	0.00	3,581.39	0.00	0.00	0.00	3,581.39
US BANK	420.28	0.00	0.00	0.00	0.00	420.28
VERIZON	34.90	0.00	0.00	0.00	0.00	34.90
TOTAL	12,614.99	6,174.78	0.00	0.00	-975.36 +	17,814.41

18,789.77

SUNRISE BEACH - WATER/SEWER FUND
A/P Aging Summary
As of May 8, 2024

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
A & A SEPTIC PUMPING SERVICES	0.00	0.00	200.00	0.00	0.00	200.00
AFLAC	273.31	0.00	0.00	0.00	0.00	273.31
CLARK TIRE COMPANY	302.75	0.00	0.00	0.00	0.00	302.75
Co-Mo	136.89	0.00	0.00	0.00	0.00	136.89
CO-MO ELECTRIC	3,421.78	0.00	0.00	0.00	0.00	3,421.78
Colonial Life	61.98	0.00	0.00	0.00	0.00	61.98
CORE & MAIN	0.00	5,519.55	0.00	0.00	0.00	5,519.55
Edward Dixon	306.00	0.00	0.00	0.00	0.00	306.00
ENVIRO-LINE	0.00	3,791.50	0.00	0.00	0.00	3,791.50
Liberty National	50.71	0.00	0.00	0.00	0.00	50.71
LOE	9,860.39	0.00	0.00	0.00	0.00	9,860.39
MISSOURI ONE CALL SYSTEM, IN.	437.40	0.00	0.00	0.00	0.00	437.40
O'REILLY AUTO PARTS	13.99	0.00	0.00	0.00	0.00	13.99
PORTERS BUILDING CENTERS	126.63	0.00	0.00	0.00	0.00	126.63
SBFPD	606.77	0.00	0.00	0.00	0.00	606.77
SUNRISE TRUE VALUE	21.59	0.00	0.00	0.00	0.00	21.59
UNITED HEALTHCARE	0.00	2,683.23	0.00	0.00	0.00	2,683.23
Verizon	52.35	0.00	0.00	0.00	0.00	52.35
TOTAL	<u>15,672.54</u>	<u>11,994.28</u>	<u>200.00</u>	<u>0.00</u>	<u>0.00</u>	<u>27,866.82</u>

APRIL BILLS DUE	BILL DUE	AMOUNT	INVOICE	ACCOUNT
OUTSTANDING				
5/2/2024	MAGRUDER	428.94	143073/143796	TRANSPORTATION
5/7/2024	COCHRAN	14093.4	SC8848	TRANSPORTATION
5/1/2024	ARCHER-ELGIN	30,000.00	24150401-1	CAPITAL IMPROVMENTS
4/30/2024	TYLER TRUESDELL	2600	681	CAPITAL IMPROVMENTS
5/8/2024	AFLAC	66.69		TRANSPORTATION
5/8/2024	COLONIAL	26.6		TRANSPORTATION
5/8/2024	LIBERTY	50.71		TRANSPORTATION
5/8/2024	UNITED HEALTHCARE	1651.33		TRANSPORTATION
5/8/2024	PAYROLL REIMBURS	3204.61		TRANSPORTATION
PAID ONLINE		52122.28		
4/15/2024	US POST OFFICE	5.08		ACH/GENERAL
4/15/2024	ADOBE	12.99		ACH/GENERAL
4/16/2024	AMAZON	387.96	CHAIN LINK FNC	ACH/GENERAL
4/17/2024	DOLLAR GENERAL	14.65		ACH/GENERAL
4/19/2024	HAMPTON INN	299.86	SBPD TRNG	ACH/GENERAL
4/19/2024	HAMPTON INN	299.86	SBPD TRNG	ACH/GENERAL
4/24/2024	AMAZON	99.72		ACH/GENERAL
4/29/2024	AMAZON	164.18	MAP FRAME +	ACH/GENERAL
4/29/2024	WAYFAIR	1059.24	DESK (2)	ACH/GENERAL
5/1/2024	DES	178.71		ACH/GENERAL
5/3/2024	GUTH LABORA LLC	42.68		ACH/GENERAL
5/3/2024	US POST OFFICE	18.4		ACH/GENERAL
5/3/2024	DOLLAR GENERAL	19		ACH/GENERAL
5/3/2024	US TREASURERY	8199.76	FED TAXES	ACH/GENERAL
5/7/2024	LAGERS	2968.36	RETIREMENT	ACH/GENERAL
		13770.45		
PAYROLL		17-Apr	1-May	
4/18/2024	ANDY BAYERL	1555.8	1555.82	CHECK/GENERAL
4/18/2024	SCOTT CRAIG	1808.94	1808.93	CHECK/GENERAL
4/18/2024	ERIN HAYS	1247.36	1247.37	CHECK/GENERAL
4/18/2024	CHARLEEN HAYS	763.46	191.16	CHECK/GENERAL
4/18/2024	TIM NORTH	1512.76	1228.14	CHECK/GENERAL
4/18/2024	RANDY PARSONS	704.74	704.74	CHECK/GENERAL
4/18/2024	STEVE ROTH	2510.54	2510.53	CHECK/GENERAL
4/18/2024	SUSAN SCHNEIDER	311.23	311.22	CHECK/GENERAL
4/18/2024	CHEYENNE SCHULTZ	1802.27	1305.21	CHECK/GENERAL
4/18/2024	DALIA SHAMBURG	1181.3	181.29	CHECK/GENERAL
4/18/2024	RACHEL SNELLING	1283.78	1283.78	CHECK/GENERAL
4/18/2024	ERIN HAYS (MILAGE)	43.1	111.87	CHECK/GENERAL
4/18/2024	STEVE ROTH (MILGE)	27.25	32.09	CHECK/GENERAL
4/18/2024	FAMILY CENTER	41.54	41.54	CHECK/GENERAL
		14794.07	12513.69	

C295877-01

Change Order No. 3

Date of Issuance: 05/2/2024

Effective Date: 05/2/24

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 3: The area intended to be served is located at the North End of the City which included the new COMO office building, a storage facility and Mr. Wilson boat yard, all facility's will be served with Duplex pumps. The connections will be shown on the as-builts once completed. We have secured all connection agreements 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 from the main project. They COMO adjustment will be shown as a lump sum line item No. 40 on the cost sheet., The ineligible item No. 13 (SDR-35 Gravity line) was taking out of this cost sheet as shown. We will request the time extension to be moved to July 30th, 2024 to complete this area.

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: 270 days. Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Change from previously approved Change Orders No. <u>0</u> to No. <u>2</u> : \$(3,285.50)	[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: \$2,789,733.25	Contract Times prior to this Change Order: Substantial Completion: April 27 th , 2024 _____ Ready for Final Payment: _____ days or dates
[Increase] of this Change Order No 3: \$240,874.00	[Increase] [Decrease] of this Change Order: Substantial Completion: July 30th, 2024 Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: \$3,030,607.25	Contract Times with all approved Change Orders: Substantial Completion: July 30th, 2024 Ready for Final Payment: _____ days or dates

RECOMMENDED:
By: Jared Wheaton
Engineer (if required)
Title: Project Engineer
Date: 5/3/24

ACCEPTED:
By: _____
Owner (Authorized Signature)
Title _____
Date _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Title _____
Date _____

Approved by Funding Agency

By: _____ Date: _____
Title: _____



Change Order #3
Village of Sunrise Beach - Phase III
Sewer System Improvements
Project No. 10163-19-E1

Date: 5/02/2024

Brulez Trenching LLC

Item No.	Description	Current Bid Quantity	New Quantities W/C.O. No. 3	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	14,998	15,059	LF	\$ 18.00	\$ 271,062.00
3	4" Force Main Bore Restraint Joint Pipe w/8" PVC Casing	99	99	LF	\$ 160.00	\$ 15,840.00
4	4" Force Main Bore Restraint Joint Pipe, No Casing	586	586	LF	\$ 130.00	\$ 76,180.00
5	3" SDR-21 Force Main	12,170	12,170	LF	\$ 16.00	\$ 194,720.00
6	3" Force Main Bore Restraint Joint Pipe, No Casing	20	95	LF	\$ 128.00	\$ 12,160.00
7	2" SDR-21 Force Main	4,724	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	7,300	7,300	LF	\$ 15.00	\$ 109,500.00
10	1-1/2" Force Main Bore, Restraint Joint Pipe	3,000	3,363	LF	\$ 78.00	\$ 262,314.00
11	Detectable Locator Wire Terminals	4	4	LF	\$ 5.00	\$ 20.00
12	6" SDR-35-Gravity Line	425	480	LF	\$ 26.00	\$ 12,480.00
13	4" SDR-35-Gravity Line	9,900	10,305	LF	\$ 20.00	\$ 206,100.00
14	4" SDR-35 PVC Encasement Sleeve	800	815	LF	\$ 10.00	\$ 8,150.00
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	12	EA	\$ 1,100.00	\$ 13,200.00
18	3" Gate Valve and Box	6	6	EA	\$ 1,000.00	\$ 6,000.00
19	2" Gate Valve and Box	8	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	45	EA	\$ 6,900.00	\$ 310,500.00
25	Duplex Grinder Station 4' by 6' Basin, Complete-in-place	13	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.	14	12	EA	\$ 6,179.00	\$ 74,148.00
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)	-	0	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	144	144	EA	\$ 20.00	\$ 2,880.00
36	Repair & Replace Asphalt Surface	300	300	EA	\$ 18.00	\$ 5,400.00
37	Repair & Replace Gravel Surface	850	850	EA	\$ 26.30	\$ 22,355.00
38	Repair & Replace 2" Brown Gravel Surface	150	195	EA	\$ 45.00	\$ 8,775.00
39	Site Restoration	57,473	57,473	LF	\$ 1.25	\$ 71,841.25
40	C.O. No. 3, COMO Extension	-	1	EA	\$ 191,215.00	\$ 191,215.00
New Contract Amount						\$ 3,030,607.25
Previous Contract amount						\$ 2,789,733.25
Difference						\$ 240,874.00



**Cost Estimate for
Sewer Improvements**

4/25/2023

Cost Estimate COMO, Wilson and Twenter

Item No.	Description- Sewer	Quantity	Unit	Unit Price	Amount of Bid
1	Bonding/Mobilization expense. This amount shall be limited to no more than 5% of the Contract amount.	1	EA	\$ 8,500.00	\$ 8,500.00
2	2" SDR-21 Force Main	1,750	LF	\$ 23.00	\$ 40,250.00
3	2" Force Main Bore, Restraint Joint Pipe w/6" PVC Casing	125	LF	\$ 250.00	\$ 31,250.00
4	2" Force Main Bore, Restraint Joint No Casing	320	LF	\$ 150.00	\$ 48,000.00
5	1-1/2" SDR-21 Force Main	440	LF	\$ 22.00	\$ 9,680.00
7	Duplex Grinder Pump (COMO Property)	1	EA	\$ 18,500.00	\$ 18,500.00
8	Duplex Grinder Pump (WILSON Property)	1	EA	\$ 11,250.00	\$ 11,250.00
9	Electrical Wiring in Conduit from Power Supply to Pump	345	LF	\$ 21.00	\$ 7,245.00
10	2" Gate Valve- Complete-in-place	1	EA	\$ 1,500.00	\$ 1,500.00
11	Air Release Valve - Complete-In-Place	1	EA	\$ 4,900.00	\$ 4,900.00
12	Site Restoration	2,535	LF	\$ 4.00	\$ 10,140.00
TOTAL NUMERICAL COST ESTIMATE FOR SEWER will be line item NO. 40 for Chane Order No. 3					\$ 191,215.00

Note: This estimate will connect , 3-Comm Customer and 2 residents to Water and Sewer. 1- MoDOT Road bore permit will need to be completed.

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

PH: (573)392-3312

Civil & Structural Engineering Land Surveying Materials Testing

May 2, 2024

Attn: Trustees of the Village of Sunrise Beach

Subject: Monthly Progress report for Pay App No. 9

Dear Trustees,

Today is day 278 of the 300 days of the Sewer Improvement project.

Progress of Contract 1: Brulez Trenching, LLC has one crew working on clean-up of the entire project. The second crew is working at the Eddie Road lifts station. The Indian Hills lift station is installed and will be powered up this week by COMO. The contractor plans to start the Summer Point project after the last lift station is installed in about 2 weeks. We have just submitted the change order for COMO. They deadline for this is planned for July 30th.

As always Brennan Brulez and Tony Cobb 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-to the end of April at this time.

Sewer connection requests.

We have completed a cost estimate for the line work and connection of Trails End and part of Northview Road. We are to hold off with either of the projects until we have the finely cost estimate with the completion of the COMO extension.

Respectfully yours,

Jared Wheaton, PE
Principal

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

1. TYPE OF REQUEST: <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		3. PAYMENT REQUEST NUMBER: <u> 9 </u> PAGE 1 OF <u> 1 </u>	
2. PROJECT NUMBER: c295877-01		4. PERIOD COVERED BY THIS REPORT: from: <u> 3/29/24 </u> to: <u> 5/2/24 </u>	
5. RECIPIENT ORGANIZATION: Village of Sunrise Beach 16363 MO-5 SUNRISE BEACH, MO 65079		6. LOAN TRUSTEE: UMB BANK, NA IN TRUST FOR CAMDEN COUNTY PWSD NO 1 2 S. BROADWAY, SUITE 600 ST. LOUIS, MO 63102 C295877-01	
7. ELIGIBLE PROJECT COSTS INCURRED (EXCLUDING RETAINAGE) Recipient Project Name and Number Show construction, engineering, administrative costs, etc.		Current Period	Cumulative
		Office Use Only	
A.	Engineer - Shoreline Surveying & Engineering	\$ 35,404.90	\$ 915,402.90
B.	Contractor -Brulez Trenching LLC	\$ 117,978.31	\$ 2,176,799.83
C.	Attorney - McCaffree (No Change)	\$ -	\$ 68,025.00
D.			
E.			
F.			
G.			
H.			
I.			
J.			
K.			
L.			
Z. Total from continuation sheet (lines 7.M. - 7.Y.)			
AA. Eligible costs incurred to date		\$ 153,383.21	\$ 3,160,227.73
FOR OFFICE USE ONLY	BB. TOTAL APPROVED ELIGIBLE COSTS TO DATE:	BB.	
	CC. LESS AMOUNT PREVIOUSLY APPROVED FROM SRF GRANT	CC.	
	DD. LESS AMOUNT PREVIOUSLY APPROVED FROM SRF LOAN	DD.	
	EE. AMOUNT PAYABLE TO RECIPIENT FROM SRF GRANT	EE.	
	FF. AMOUNT PAYABLE TO RECIPIENT FROM SRF LOAN	FF.	
8. CERTIFICATION: By signing this reimbursement form, I certify that to the best of my knowledge and belief: 1) Billed costs or disbursements are in accordance with the terms of the project; 2) Payment due represents the amount due which has not been previously requested; 3) An inspection has been performed; 4) All work is in accordance with the terms of the funding agreements; and 5) The payrolls for this reimbursement request contains the information required to be provided under 29 CFR 5.5(a)(3)(ii) the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i) and that such information is correct and complete; and the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based upon the most recent payrolls copies.		RECIPIENT:	Signature of authorized certifying official:
			Date signed:
			Typed or printed name and title:
		DNR REVIEWER: Office Use Only	Signature of review official:
			Date signed:
			Typed or printed name and title:

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

Item No. 13	Running Total Completed To date from Pay App	Sub-tract Previous Month	Minus Retainage amount to Be Paid	Pay App Total	Enter Amount on Reimbursement Form.	PAID	Date
Pay App No. 1	\$ 14,580.00	\$ -	\$ 13,851.00	\$ 574,669.92	\$ 560,818.92		
Pay App No. 2	\$ 24,080.00	\$ 9,500.00	\$ 9,025.00	\$ 137,750.53	\$ 128,725.53		
Pay App No. 3	\$ 25,180.00	\$ 1,100.00	\$ 1,045.00	\$ 222,301.70	\$ 221,256.70		
Pay App No. 4	\$ 43,280.00	\$ 18,100.00	\$ 17,195.00	\$ 172,872.93	\$ 155,677.93		
Pay App No. 5	\$ 73,960.00	\$ 30,680.00	\$ 29,146.00	\$ 235,524.66	\$ 206,378.66		
Pay App No. 6	\$ 104,240.00	\$ 30,280.00	\$ 28,766.00	\$ 268,591.41	\$ 239,825.41		
Pay App No. 7	\$ 140,120.00	\$ 35,880.00	\$ 34,086.00	\$ 456,095.00	\$ 422,009.00		
Pay App No. 8	\$ 180,380.00	\$ 40,260.00	\$ 38,247.00	\$ 162,376.37	\$ 124,129.37		
Pay App No. 9	\$ 190,400.00	\$ 10,020.00	\$ 9,519.00	\$ 127,497.31	\$ 117,978.31		
Ineligible Cost Total			\$ 171,361.00	TOTAL PAID by SRF	\$ 2,176,799.83		

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



ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 9

C295877-01

Application Period:	March 28, 2024 to May 2, 2024	Application Date:	5/2/2024
To (Owner):	Village of Sunrise Beach, MO	Via (Engineer):	Shoreline Surveying & Engineering, LLC
Project:	Village of Sunrise Beach, MO, Phase III Sewer System	Contractor's Project No.:	No. 1
Owner's Contract No.:	C295877-01	Engineer's Project No.:	Job NO 1016-19

Application For Payment Change Order Summary

Approved Change Order Number	Additions	Deductions
1		\$3,285.50
2		
3	\$240,874.00	
TOTAL \$	\$240,874.00	\$3,285.50
NET CHANGE BY CHANGE ORDERS	\$237,588.50	

- ORIGINAL CONTRACT PRICE: \$2,793,011.00
- Net change by Change Orders: \$237,588.50
- Current Contract Price (Line 1 ± 2): \$3,030,600.00
- TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate): \$2,481,700.00
- RETAINAGE:
 - a. 5%: X \$2,355,073.20 Work Completed: \$117,753.66
 - b. 5%: X \$126,094.00 Stored Material: \$6,304.70
 - c. Total Retainage (Line 5a + Line 5b): \$124,099.36
- AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c): \$2,357,600.64
- LESS PREVIOUS PAYMENTS (Line 6 from prior Application): \$2,230,181.43
- AMOUNT DUE THIS APPLICATION: \$127,419.21
- BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above): \$672,928.41

Contractor's Certification

The undersigned Contractor certifies that to the best of his 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: 5/6/24

Payment of: \$127,497.31 (Line 8 or other - attach explanation of the other amount)

is recommended by: Grant Wheaton (Engineer) 5/3/24 (Date)

Payment of: \$127,497.31 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

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

34	Lift Station (Eddie Rd.)	1	\$ 166,400.00	\$166,400.00	0.4	\$66,560.00		\$66,560.00	40.0%	\$99,840.00		
35	Repair & Replace Concrete Surface	144	\$ 20.00	\$2,880.00	12	\$240.00		\$240.00	8.3%	\$2,640.00		
36	Repair & Replace Asphalt Surface	300	\$ 18.00	\$5,400.00	34	\$612.00		\$612.00	11.3%	\$4,788.00		
37	Repair & Replace Gravel Surface	850	\$ 26.30	\$22,355.00	484	\$12,729.20		\$12,729.20	56.9%	\$9,625.80		
38	Repair & Replace 2" Brown Gravel Surface	195	\$ 45.00	\$8,775.00	180	\$8,100.00		\$8,100.00	92.3%	\$675.00		
39	Site Restoration	57,473	\$ 1.25	\$71,841.25	45000	\$56,250.00		\$56,250.00	78.3%	\$15,591.25		
40	C.O. No. 3, COMD Extension	1	\$ 191,215.00	\$191,215.00						\$191,215.00		
Totals				\$3,030,607.25		\$1,355,073.20		\$126,694.00		\$2,481,767.20	81.9%	\$248,840.05

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract) _____

Contract 1 Sewer System Improvements

Application Number _____

9

Application Period: March 28, 2024 to May 2, 2024

Application Date: 5/22/2024

A		B		C		D		E		F	
Bid Item No.	Description	Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
1	Hourly/Mobilization - This amount shall be based on the amount of the Contract amount. (Less amount than 5% of the Contract amount)	1	\$ 30,000.00	\$30,000.00	1	\$30,000.00		\$30,000.00	100.0%	\$0.00	
2	4" SDR-21 Force Main	15,059	\$ 18.00	\$271,062.00	14,000	\$252,362.00		\$252,362.00	99.0%	\$18,700.00	
3	4" Force Main - 10' Restraint Joint Pipe w/8" PVC Casing	99	\$ 160.00	\$15,840.00	99	\$15,840.00		\$15,840.00	100.0%	\$0.00	
4	4" Force Main - 30' Restraint Joint Pipe 1/2" Casing	586	\$130.00	\$76,180.00	586	\$76,180.00		\$76,180.00	100.0%	\$0.00	
5	3" SDR-21 Force Main	12,170	\$ 16.00	\$194,720.00	11,070	\$177,120.00		\$177,120.00	91.0%	\$17,600.00	
6	3" Force Main - 30' Restraint Joint Pipe, No Casing	95	\$ 128.00	\$12,160.00	20	\$2,560.00		\$2,560.00	21.1%	\$9,600.00	
7	2" SDR-21 Force Main	4,724	\$ 15.00	\$70,860.00	4,114	\$61,710.00		\$61,710.00	99.8%	\$9,150.00	
8	2" Force Main - 30' Restraint Joint Pipe	20	\$ 120.00	\$2,400.00	20	\$2,400.00		\$2,400.00	100.0%	\$0.00	
9	1-1/2" SDR-21 Force Main	7,300	\$ 15.00	\$109,500.00	6,904	\$103,560.00		\$103,560.00	94.6%	\$5,940.00	
10	1-1/2" Force Main - 30' Restraint Joint Pipe	3,363	\$ 78.00	\$261,314.00	3,004	\$234,332.00		\$234,332.00	92.0%	\$26,982.00	
11	1-1/2" Force Main - 30' Restraint Joint Pipe	4	\$ 5.00	\$20.00	4	\$20.00		\$20.00	100.0%	\$0.00	
12	6" SDR-35 Gravity Line	480	\$ 26.00	\$12,480.00	480	\$12,480.00		\$12,480.00	100.0%	\$0.00	
13	4" SDR-35 Gravity/Service Line	10,305	\$ 20.00	\$206,100.00	9,520	\$190,400.00		\$190,400.00	92.4%	\$15,700.00	
14	4" SDR-35 PVC Encasement Sleeve	815	\$ 10.00	\$8,150.00	800	\$8,000.00		\$8,000.00	98.2%	\$150.00	
15	6" SDR-35 PVC Encasement Sleeve	600	\$ 16.00	\$9,600.00	600	\$9,600.00		\$9,600.00	100.0%	\$0.00	
16	Electrical Wiring in Conduit from Power Supply to Pump	7,370	\$ 14.00	\$103,180.00	6,714	\$93,996.00		\$93,996.00	91.1%	\$9,184.00	
17	4" Gate Valve and Box	12	\$ 1,100.00	\$13,200.00	8	\$8,800.00		\$8,800.00	66.7%	\$4,400.00	
18	3" Gate Valve and Box	6	\$ 1,000.00	\$6,000.00	6	\$6,000.00		\$6,000.00	100.0%	\$0.00	
19	2" Gate Valve and Box	8	\$ 800.00	\$6,400.00	7	\$5,600.00		\$5,600.00	87.5%	\$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%	\$0.00	
21	Air Release Valve	12	\$ 3,400.00	\$40,800.00	12	\$40,800.00		\$40,800.00	100.0%	\$0.00	
22	Concrete Anchors	57	\$ 150.00	\$8,550.00	57	\$8,550.00		\$8,550.00	100.0%	\$0.00	
23	Concrete Encasement	10	\$ 300.00	\$3,000.00	10	\$3,000.00		\$3,000.00	100.0%	\$0.00	
24	Simplex Grinder Station Complete-in-place	45	\$ 6,900.00	\$310,500.00	44	\$303,600.00		\$303,600.00	97.8%	\$6,900.00	
25	Duplex Grinder Station 4' by 6' Basin, Complete-in-place	13	\$ 9,800.00	\$127,400.00	13	\$127,400.00		\$127,400.00	100.0%	\$0.00	
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	8	\$49,432.00		\$49,432.00	66.7%	\$24,716.00	
28	Keener's RV Park Retro-fit Duplex Grinder Station (Pump & 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	0.7	\$129,150.00		\$129,150.00	70.0%	\$55,350.00	
30	Lift Station (Old Sunrise Acres)	1	\$ 88,400.00	\$88,400.00				\$88,400.00		\$0.00	
31	Lift Station (Camden Pass)	1	\$ 129,400.00	\$129,400.00	0.9	\$116,460.00		\$116,460.00	90.0%	\$12,940.00	
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 (WVWP NO. 1)	1	\$ 140,900.00	\$140,900.00			\$114,500.00	\$114,500.00	81.3%	\$26,400.00	

Stored Material Summary

Contractor's Application

For (Contract):

Contract 1, Sewer System Improvements

Application Number:

9

Application Period:

March 28, 2024 to May 2, 2024

Application Date:

5/2/2024

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 (\$)		F Subtotal Amount Completed and Stored to Date (D + E)		G Materials Remaining in Storage (\$)	
					Date Placed into Storage (Month/Year)	Amount (\$)	Amount (\$)	Amount (\$)	Date (Month/Year)	Amount (\$)	Amount (\$)	
1				Bonding/Mobilization expense.								
2	720571, 1127714		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				5" Force Main Bore Restraint Joint Pipe w/8" PVC Casing								
4				4" Force Main Bore Restraint Joint Pipe, No Casing								
5	71,1427714, 1427715		Old Sunrise Acres	4" 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	1279571		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	1729571		Old Sunrise Acres	1.5/2" 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				1.5/2" 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		Benchmark Rd	Simplex Grinder Station Complete-in-place (\$3,086.00 Each)	8/2023	\$135,784.00		\$135,784.00		9/2023	\$135,784.00	
25	28063L		Benchmark Rd	Duplex Grinder Station 4' by 6' Basin, Complete-in-place	8/2023	\$76,714.00		\$76,714.00		9/2023	\$76,714.00	
26	28063L		Benchmark Rd	Duplex Grinder Station 4' by 8' Basin, Complete-in-place	8/2023	\$15,834.00		\$15,834.00		9/2023	\$7,917.00	
27	28063L		Benchmark Rd	Retro-fit Simplex Grinder Station (Pump & Panel) Complete-in-place	8/2023	\$26,148.00		\$26,148.00		9/2023	\$26,148.00	
28	28063L		Benchmark Rd	Keeweenaw RV Park, Retro-fit Grinder Duplex Grinder Station	8/2023	\$4,277.00		\$4,277.00		9/2023	\$4,277.00	
29				Lift Station (Indian Hills)	3/2024	\$109,000.00		\$109,000.00		5/2024	\$109,000.00	
30				Lift Station (Old Sunrise Acres)								
31				Lift Station (Camden Pass)								
32				Lift Station (Jiff Dr.)								
33				Lift Station (Retrotfit WWRP No. 1)	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								
Totals						\$380,950.80	\$331,500.00	\$712,450.80	\$585,756.80	\$126,694.00		

Shoreline Surveying & Engineering, LLC

Our New Address:

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

INVOICE

DATE: May 3, 2024
INVOICE#: 6512i

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

FOR:
PHASE III – SEWER SYSTEM IMPROVEMENTS

TERMS: Payable on Receipt;

Description	Contract Amt	Billed	Remaining	Total Due
Basic Services:				
Preliminary Design Phase (% Complete)	\$ 50,000	\$ 50,000.00	\$ -	\$ -
Final Design Phase (% Complete)	\$ 280,000	\$ 280,000.00	\$ -	\$ -
Bidding/Negotiation Phase (% Complete)	\$ 20,000	\$ 20,000.00	\$ -	\$ -
Construction Phase (% Complete)	\$ 75,000	\$ 71,250.00	\$ 3,750.00	\$ 3,750.00
Post-Construction Phase (% Complete)	\$ 25,000	\$ -	\$ 25,000.00	\$ -
Resident Project Representative (Hourly)	\$ 176,800	\$ 167,207.80	\$ 9,592.20	\$ 13,774.90
Amendment No. 1 (% Complete)	\$ 59,600	\$ 59,600.00	\$ -	\$ 17,880.00
Additional Services (Hourly)				
Design Surveying/Easement Drafting (capped)	\$ 55,000	\$ 55,000.00	\$ -	\$ -
Construction Staking	\$ 75,000	\$ 72,840.90	\$ 2,159.10	\$ -
Easement Procurement (Capped)	\$ 85,000	\$ 85,000.00	\$ -	\$ -
Total Due				\$ 35,404.90
Phase Breakdown				
		% Complete	% Remaining	Total Due
Construction Phase		95%	5%	\$ 11,250
Amendment No. 1		100%	0%	\$ 17,880
Construction Staking				
	Prev. Invoiced (HR)	Hr/Mi	RATE	Total Due
Jared Wheaton, PE		0	\$ 110.00	\$ -
Adrain Kirkweg (Sr. Drafter)		0	\$ 80.00	\$ -
2-Man Survey Crew w/Instr.		0	\$ 175.00	\$ -
Mileage		0	\$ 0.58	\$ -
	\$ -		Total Phase	\$ -
Resident Project Rep.				
	Prev. Invoiced (HR)	HRS	RATE	Total Due
Jared Wheaton, PE		40	\$ 110.00	\$ 4,400.00
Tony Cobb (Sr. Project Representative)		125	\$ 65.00	\$ 8,125.00
Mileage		2155	\$ 0.58	\$ 1,249.90
	\$ -		Total Phase	\$ 13,774.90
Total Due This Period				\$ 35,404.90

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!

Date of Issuance: 05/2/2024 Effective Date: 04/23/24
 Owner: Village of Sunrise Beach, MO Owner's Contract No.: 1-Summer Point Water.
 Contractor: Contract #1, Brulez Trenching, LLC. Contractor's Project No.: 1
 Engineer: Alpha Engineering and Surveying, LLC. Engineer's Project No.: 10163-19, Water Extension
 Project: Phase III Sewer System Improvements Contract Name: SBSO Phase III, Water

The Contract is modified as follows upon execution of this Change Order No 1: This request is a change order to include additional connections beyond the project plans. The Summer Point HOA which includes 15 new customers to the city water system. This will install meters in the driveway of Summer Point for each resident in a shared pit. The tandem setters, meter and pressure regulators will be provided by the city. The contractor will supply the 7-30" or 36" meter pits. The city will supply the one complete ¾" meter pit package. Please find the attached cost sheet showing the line items. The completion date will be June 15th, 2024.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$75,951.00	Original Contract Times: 60 days. Substantial Completion: June 15 th , 2024 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: \$75,951	Contract Times prior to this Change Order: Substantial Completion: June 15 th , 2024 Ready for Final Payment: _____ days or dates
[Decrease] of this Change Order No 2: \$	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: \$75,951	Contract Times with all approved Change Orders: Substantial Completion: June 15th, 2024 Ready for Final Payment: _____ days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____

Approved by Funding Agency
 By: _____ Date: _____
 Title: _____



**Cost Estimate for
Water Improvements**

4/23/2024

**Summer Point
15 Water Customers**

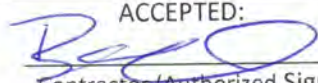
Item No.	Description- WATER	Quantity	Unit	Unit Price	Amount of Bid
1	6" SDR-21 Force Main	1,118	LF	\$ 32.00	\$ 35,776.00
2	6" Force Main Bore	20	LF	\$ 190.00	\$ 3,800.00
3	6" Fire Hydrants w/Valve	2	EA	\$ 5,400.00	\$ 10,800.00
4	6" Gate Valve	1		\$ 1,600.00	\$ 1,600.00
5	2" SDR-21 Force Main	20	LF	\$ 19.00	\$ 380.00
6	3/4" SDR-9 CTS Service Line	235	LF	\$ 19.00	\$ 4,465.00
7	1" SDR-9 CTS Service Line	101	LF	\$ 19.00	\$ 1,919.00
8	City to Provide- 6" saddle and corp, 3/4" Tandem Water Meter w/Regulator, Pit, and lid. Contractor to Provide(Labor)	1	EA	\$ 1,000.00	\$ 1,000.00
9	City to Provide- 3/4" Tandem Water Meter w/Regulator X 2. Contractor to Provide 36"X 36"pit. (Labor, Meter Box, Lid and Connection Fittings)	7	EA	\$ 2,000.00	\$ 14,000.00
10	Site Restoration	1,474	LF	\$ 1.50	\$ 2,211.00
TOTAL NUMERICAL COST ESTIMATE FOR WATER					\$ 75,951.00

Note: This estimate will connect the 15 customers to water. This will install meters in the driveway of Summer Point for each resident in a shared pit. The tandem setters, meter and pressure regulators will be provided by the city. The contractor will supply the 7-30" or 36" meter pits. The city will supply the 1-complete meter pit package.

Date of Issuance: 05/2/2024	Effective Date: 05/2/24
Owner: Village of Sunrise Beach, MO	Owner's Contract No.: 1-COMOWater.
Contractor: Contract #1, Brulez Trenching, LLC.	Contractor's Project No.: 1
Engineer: Alpha Engineering and Surveying, LLC.	Engineer's Project No.: 10163-19, Water Extension
Project: Phase III Sewer System Improvements	Contract Name: SBSB Phase III, Water

The Contract is modified as follows upon execution of this Change Order No 1: The area intended to be served is located at the North End of the City which included the new COMO office building, a storage facility and Mr. Wilson boat yard. The connections will be shown on the as-builts once completed. We have secured all connection agreements at the North end of the City limits. The tandem setters, meter and pressure regulators will be provided by the city. The contractor will only supply labor on the meter pits. Please find the attached cost sheet showing the line items. The completion date will be July 30th^r, 2024^h.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$75,951.00	Original Contract Times: Substantial Completion: July 30 th , 2024 Ready for Final Payment: _____ days or dates
[Increase] from previously approved Change Orders No. 0 to No. 1: \$75,951.00	[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 1: Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price prior to this Change Order: \$75,951.00	Contract Times prior to this Change Order: Substantial Completion: July 30 th , 2024 Ready for Final Payment: _____ days or dates
[Increase] of this Change Order No 2: \$92,035	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: 0 days or dates
Contract Price incorporating this Change Order NO. 2: \$167,986.00	Contract Times with all approved Change Orders: Substantial Completion: July 30^h, 2024 Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By:  Contractor (Authorized Signature)
Title: _____	Title: _____	Title: <u>Pres. of Co.</u>
Date: _____	Date: _____	Date: <u>5-7-24</u>

Approved by Funding Agency
By: _____ Date: _____
Title: _____



**Cost Estimate for
Water Improvements**

4/25/2023

Cost Estimate COMO, Wilson and Twenter

Item No.	Description- WATER	Quantity	Unit	Unit Price	Amount of Bid
1	6" Tie-in to Existing Main (Tap) w/ 6" Gate Valve	1	EA	\$ 4,500.00	\$ 4,500.00
2	6" Gate Valve- Complete-in-place	1	EA	\$ 1,600.00	\$ 1,600.00
3	6" SDR-21 Force Main	2,010	LF	\$ 15.50	\$ 31,155.00
4	6" Force Main Bore, Restraint Joint Pipe w/10" PVC Casing, Spacers and end caps	140	LF	\$ 175.00	\$ 24,500.00
5	6" Force Main Bore, Restraint Joint No Casing	40	LF	\$ 90.00	\$ 3,600.00
6	6" Fire Hydrants w/Valve	3	EA	\$ 4,800.00	\$ 14,400.00
7	City to Provide- 6" saddle and corp, 1-1/2" Single Water Meter, Pit, and lid. Contractor to Provide(Labor)	2	EA	\$ 1,000.00	\$ 2,000.00
8	1-1/2" CTS SDR-9 Service Line	220	LF	\$ 20.00	\$ 4,400.00
9	City to Provide- 6" saddle and corp, 3/4" Tandem Water Meter w/Regulator, Pit, and lid. Contractor to Provide(Labor)	3	EA	\$ 1,000.00	\$ 3,000.00
10	3/4" CTS SDR-9 Service Line	160	LF	\$ 18.00	\$ 2,880.00
TOTAL NUMERICAL COST ESTIMATE FOR WATER					\$ 92,035.00

Note: This estimate will connect , 3-Comm Customer and 2 residents to Water and Sewer. 1- MoDOT Road bore permit will need to be completed.