



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

---

## **BOARD OF TRUSTEES MEETING**

Tuesday, October 15, 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 September 9, 2024 regular meeting
5. Public Hearing, Voluntary Annexation
  - a. A public hearing to hear comments on a petition for voluntary annexation of property generally located in the area of 17698 N. Highway 5, north of the CoMO Electric Cooperative property, further described as follows: Camden County Parcels 02-8.0-33.0-000.0-001-013.000 and 02-8.0-33.0-000.0-001-001.000. The two parcels proposed for annexation are each 5 acres m/l, and together total 10 acres m/l. The petition includes a request for Sunrise Beach R-1 zoning classification for each parcel.
6. Presentations
7. Chairman of the Board report
8. Visitor Comments
9. Ordinances and Resolutions
  - a. Bill No. 2024-19 An Ordinance of the Village of Sunrise Beach Establishing Various Offices for Purposes of Codification into the Village Code of Ordinances (*first and second reading*)
  - b. Bill No. 2024-20 An Ordinance Adopting a New Floodplain Management Ordinance for the Village of Sunrise Beach, Missouri (*first reading*)
  - c. Bill No. 2024-21 An Ordinance Approving a Petition for Voluntary Annexation Filed by Anthony Russo 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 (*first and second reading*)
  - d. Resolution 2024-23 A Resolution Determining the Intent of the Village of Sunrise Beach, Missouri to Reimburse Itself for Certain Capital Expenditures in Connection with Acquiring, Constructing, Improving, Extending, Furnishing, and Equipping the Village's Combined Waterworks and Sewerage System

- e. Resolution 2024-24, A Resolution Authorizing the Chairman of the Board of Trustees to Enter into Certain Agreements with CM Archer Group PC (dba Archer Elgin) for Professional Services Relating to North Wastewater Treatment Facility Improvements (Jet Ski Road) and Preliminary Planning for a Contemplated Bond Issue Election Relating to Future Water and Sewer System Improvements
- 10. Old Business
- 11. City Administrator report
  - a. Budget report
  - b. Catastrophic water bill forgiveness request
- 12. Chief of Police report
  - a. Dodge Durango purchase
- 13. Committee reports
  - a. Finance
    - i. Approve the List of Bills
    - ii. Approve Phase III Sewer Project Change Order 5, adding two control valves and extending contract time to December 15, 2024.
    - iii. Approve Pay Application 1, Higgins Asphalt, 2024 Preventive Pavement Maintenance program, \$581,443.41
- 14. Adjourn

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

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

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



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

---

## **BOARD OF TRUSTEES MEETING**

Monday, September 9, 2024

Regular Board Meeting – 5:00 P. M.

Sunrise Beach City Hall, 16537 N Highway 5

Call to Order: 5:00p.m. followed by the Pledge of Allegiance.

Roll Call:

Greg Gordon Present

Steve Barthol Present

Steve Carter Present

Michael George Excused

Susan Schneider Present

In attendance, Chief Craig, City Manager Steve Roth, City Clerk, Erin Hays and visitor Melvin Chittom

Motion for approval of the agenda: Steve Carter second Steve Barthol, all in favor approved.

Motion for approval of the minutes from the August 12, 2024, regular meeting; Steve Carter second Steve Barthol, all in favor, approved.

Presentations: No presentations

Chairman of the Board Report: North treatment plant to receive a new bubbler system. We have implemented a new billing system (Subs). Governor Parsons as proclaimed September 9<sup>th</sup> through the 15 Water and Waste Wate Professional week in Missouri. General Code uploaded with Ordinances and Resolutions by November. Paving has started on designated streets. Phase III in final weeks of completion. Budget review coming soon for the upcoming fiscal year of January through December 2025.

Visitor Comments: No comments

Ordinances and Resolutions: None

Old Business: None

City Administration report:

Chlorine analyzer purchase: Board approval for the purchase of two new Chlorine Analyzers for Well 1 and Well 2 at the total cost of (not-to-exceed) \$19,000. Well 1 is not working. Well 2 is similar in age and should be replaced. ProMinent Reagent-free chlorine analyzer is an upgrade from the current CLX units. ProMinent units are more expensive but do not require monthly reagents, at a cost of \$100 per month. The ProMinent units also include installation and on-site training.

Motion Steve Carter, second Steve Barthol, all in favor, approved.

Meter reading equipment purchase: Vehicle Gateway Base Station costs \$24,495 and includes a Toughbook laptop. The current unit is 15 years old. The unit is being sourced through Core & Main. Motion Steve Barthol, second Steve Carter, all in favor, approved.

Chief of Police report

Wilson Family Donation approval for 2 Radar Speed Signs with street smart technology and new vest for Officer Fox. Motion to approve spending of donation Steve Barthol, second Steve Carter, all in favor. Approved.

USDA grant opportunity; to enable us to secure a new police vehicle. The cost to the City of Sunrise Beach Missouri is estimated to be \$15,000.

Motion, Steve Barthol, second Steve Carter, all in favor, approved.

Committee reports:

Finance:

Motion to approve the List of Bills Steve Barthol, second Steve Carter, all in favor, approved.

Motion to approve Phase III Sewer Project Pay Application 12; Brulez Trenching LLC \$96,605.97; and Shoreline Surveying & Engineering \$ 21,360.30 Steve Carter, second Steve Barthol, all in favor, approved.

Motion to approve Pay Application 3, Water service extension, Summer Point and Co-Mo Connect, \$30,181.75 Steve Carter, second Steve Barthol, all in favor, approved.

Motion to adjourn Steve Carter, second Steve Barthol, all in favor,

Adjourned at 5:36p.m.

---

Erin Hays, City Clerk

(seal)

---

Susan Schneider, Chairman of the Board



**October 10, 2024**

**TO: Chairman Schneider and the Board of Trustees**

**RE: City Manager report, October 15 meeting**

Hello everyone,

Please note the following with respect to the October 15 meeting:

1. **Public Hearing, Voluntary Annexation, Anthony J Russo.** We have a public hearing for annexation of two parcels owned by Anthony Russo, located north of the Co-MO Electric Cooperative property on N. Highway 5. The two parcels are contiguous to the City limits on their east boundary and are currently vacant land. Mr. Russo has requested R-1 zoning for the parcels, which the Planning and Zoning Commission recommended upon review at their meeting Oct. 7. I can provide further information at the meeting if desired.
2. **Bill 2024-19, Codification of City officials.** This bill essentially codifies the current slate of City offices, providing for basic duties and responsibilities for each position. This bill is part of the codification process through General Code, which had supplied a “boilerplate” listing of City offices, which we’ve modified into the bill presented here. These are intended as high-level descriptions of each office and not as job descriptions, which are developed separately. The bill in total presents a hierarchical structure for the City offices, which all operate underneath the direction of the Chairman and Board of Trustees. The City Attorney has reviewed this bill in detail and has provided the final form as presented here. Chairman Schneider has also reviewed in detail and has given her approval. I will provide an overview of this bill at the meeting if desired.
3. **Bill 2024-20, Floodplain ordinance.** This bill updates the City’s Floodplain Management ordinance, which General Code had discovered was out of date through the codification process. The ordinance is a model ordinance as supplied by Missouri SEMA; cities are required to adopt such ordinances in order to maintain good standing with the National Flood Insurance Program (NFIP). The primary impact of the ordinance is to require any new construction to be built one foot above the base flood elevation, which in general is 664’. This requirement is in place currently but it is unclear the degree to which it has been enforced. The ordinance also has a provision that requires RVs that are parked in the floodplain (Zone A and AE) must be highway-ready. Any construction that is proposed in the floodplain would require issuance of a floodplain development permit. In my capacity as floodplain administrator, in general it would be my goal to prohibit any development within the floodplain. However there would be instances where development in the floodplain would be permitted, but again if it were new construction then the lowest finished floor in general would need to be at elevation 665 (ie one foot above base flood elevation). Any existing construction within the floodplain would essentially be grandfathered, subject to certain provisions. I would note that the City Attorney has reviewed this ordinance and has approved it as to form. I can address further questions on this ordinance at the meeting if desired.

4. **Bill 2024-21, Annexation ordinance.** This ordinance accepts the voluntary annexation of the two parcels owned by Anthony J Russo, discussed earlier in this report. The ordinance also establishes R-1 zoning for these parcels, which was recommended by Planning and Zoning. The City further has the ability to serve water and sewer to the property, if needed. This annexation clearly is within our ability to accommodate and we would recommend approval.
5. **Resolution 2024-23, Capital costs reimbursement.** This Resolution was drafted by the law firm Gilmore Bell and essentially makes any costs incurred for the planned Phase 4 sewer project eligible for reimbursement through Missouri SRF funding. Gilmore Bell has served as bond counsel for numerous City debt obligations and in my opinion is the leading municipal finance law firm in the state. The primary purpose of this Resolution is to ensure that engineering costs incurred for the Phase 4 project can be reimbursed through the SRF financing, which at this point is not anticipated to close until fall, 2025. Jeff Medows, CM Archer, plans to attend the meeting and can speak to this issue.
6. **Resolution 2024-24, Archer-Elgin agreements.** This Resolution approves a Master Services Agreement with CM Archer along with two Task Orders relating to the water and sewer program. The Master Services Agreement is in a standard form and incurs no actual City obligation. Task Order 1 is for the Phase 4 sewer project, which would expand the North Wastewater Treatment facility and provide for the de-commissioning of the south plant. The total fee is \$454,000 and is itemized by phase in the agreement. Funding for this would come through Capital Improvements Sales Tax and would be eligible for reimbursement through the SRF program. Jeff Medows will be at the meeting and can address any questions from the Board. Task Order 2 meanwhile provides for preliminary planning and cost estimates for the next phase of water-sewer improvements, which we would put the voters in the form of a bond issue election in April, 2025. We have essentially asked CM Archer to provide a cost estimate to run water and sewer to all remaining un-served areas currently within the Village limits, as follows:
  - Rock Harbor, Northview and Center Road, including Moonlight Drive.
  - Eddie Avenue, Lucky Strike Ct, Lucky Strike Dr, Kelley Ln, South Beach Blvd.
  - Trails End Rd., Hwy 5 to city limits.
  - Porter Mill Spring, Jet Ski Dr. American Elm Dr, Oleander, section of Rice Rd and Lake Shadow within City limits.
  - Indian Hill Rd, Beachwood to Old Sunrise Acres.
  - American Legion Drive, Hurricane Deck elementary to end of City limits.
  - Singing Oaks, Castle Garden Rd to end of City limits.
  - Pisces Rd, Stingray Drive. Extend from existing service at Beachnut Drive and run to end of Pisces. Also run service down Stingray to lakefront.
  - Deer Valley Road. Extend service from 224 Deer Valley Rd (apartments) to lakefront properties, including Montgomery Hill Drive to terminus. This has service currently but should be included for purposes of cost estimate.
  - Putt N Bay Dr, Shawnee View Dr, Tropical Trail Rd, Rocky Shores Ln. This is newly annexed and has service currently, but should be included for cost estimate.
  - N Highway 5 main upgrade. Extend existing 6-inch sewer main to connect to Laurie.

Extension of services to residential areas not currently within the City limits raises some questions. We feel strongly that we should serve all un-served residential areas within the Village first, before moving on to potential locations outside the City. At the same time there are some residential areas that are very near existing or planned services that could rather easily be served. For now we would not include locations outside the City limits in our planning but feel at some point we will need to develop a clear policy for how these areas may be served.

With respect to the bond issue, we have \$1.1 million remaining from the original \$8 million bond issue authorized by voters in 2009. The Village has used this bond capacity one project at a time, and in most if not all instances we received matching funds via direct grants. While we don't have an exact accounting available going back to the beginning, clearly that \$8 million in voted bond authority leveraged millions more in grant funding, and we would use the same basic strategy going forward. The Missouri SRF program is an excellent resource for both grants and low-interest loans, and it would be my intent at least to build out the remainder of the system using SRF funding. The \$1.1 million remaining bond capacity would hopefully cover the Phase 4 project (\$2.6 million total), but only if we are able to get grants. Depending on final costs determined at the bidding phase, we may in fact need additional bonding capacity, which of course is part of what we would ask voters to fund at the election. Jeff Medows and I can both address questions on this topic at the meeting as well.

7. **Budget report.** We received an excellent sales tax payment this month, which was good to see after a down month in September. Updated spreadsheet attached. We are now at \$447K for the calendar year, with three months of receipts yet to come. At this point I would expect to be at or near \$600K for the year, which would be another year of around 10 percent growth. The General Fund cash balance was \$368K as of Sept 30, which is a healthy number. The upcoming FY 26 budget (beginning Jan 1) meanwhile is taking shape, with the first draft budget scheduled to be presented at the Nov. 12 meeting, with the final budget due for adoption in December. The budget as usual has a lot of moving parts, with revenues and debt service being a particular emphasis this year. The FY 26 debt service schedule is attached; we have \$331K in water and sewer debt obligations in FY 26, and \$93,470 in Gen Fund / Transportation Fund debt obligations. This debt load is manageable but does directly impact our ability to do more capital improvements. More discussion on this topic will be included in upcoming budget reports. "Drilling down" on our Water and Sewer user charges is another budget priority. We have added more than 100 sewer customers through the Phase 3 project, and 20 new water customers; this represents approximately \$66,000 in new annual revenues. This of course is a good thing, but balancing revenues against ongoing (and increasing) expenditures remains a challenge. This topic will also be the subject of more discussion in upcoming budget reports. Finally, we do not have the Quickbooks budgeting completely "synched" with the paper budgeting (meaning my budget worksheets as developed in Excel). This creates difficulties in reporting our budget-to-actual performance in the current fiscal year. We will get this issue corrected with the FY 26 budget, which will improve our regular monthly reporting to the Board going forward.
8. **Catastrophic water leak forgiveness request.** Wayne Bowles, 358 Kansas City Way, had a catastrophic water leak in late August, resulting in a \$7,500 water and sewer bill. We forgave the sewer portion of the bill as authorized by ordinance, but the water bill was issued and Mr. Bowles paid the full amount (\$3,633). He has submitted a request dated October 7; a copy is in the packet. The User Charge ordinance includes the following provision relating to catastrophic leaks:  
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.



9. **Information items / updates.**

- a. **Asphalt overlay project.** This project has been substantially completed, with striping / pavement marking completed on Oct. 7. Higgins Asphalt submitted a Pay Application Oct. 10 which the engineer has not had time to review. We have listed it on the agenda but would not request approval until we have the engineer review and recommendation. The total contract amount (\$646,084) for the project is budgeted to be paid as follows: \$350,000 Transportation; \$184,775 Capital Improvements, \$111,309 ARPA.
- b. **Phase III water-sewer.** This project is in the final phase, with some punch-list items remaining. We do have a Change Order to add two sewer valves and extend the contract time to Dec. 15, for which we recommend.
- c. **Lead Service Line Inventory.** We completed this October 9 and sent it to Missouri DNR by email. This was a big project and required considerable staff time, primarily from Rachel Snelling, public works. The cooperation from residents returning the surveys was excellent (106 surveys returned) and was also very helpful in getting this completed. We are very confident that there are no lead materials in the City-owned water mains, connectors, and City service lines. We did not receive any customer reports of lead in the customer lines (ie behind the meter), and we are not aware of any such lines that were not reported.

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

October 9, 2024

In the month of September officers responded to one hundred and eight calls for service, had four hundred and thirteen self-initiated activities, issued twenty three citations, seventy warnings and one misdemeanor arrest.

We have joined the Capital Area Peer Support Group, in Jefferson City. This peer support group is an important asset as it will allow officers to speak with peers as well as trained mental health professionals about aspects of law enforcement that can be mentally straining, there was no cost associated with joining. Lt. Schultz and myself will be attending a free training that will allow us to be Team Members with the group to be deployed should member agencies have a critical incident and need assistance with debriefs and mental health needs. It is my plan to join the Capital Area Team as a deployable member and for Lt. Schultz to join the Lake Area First Responder Stress Support Team, this will give us a stronghold in two powerful groups for our officers to utilize local peers or ones further away, whichever they are most comfortable with. This will also allow us to better serve the lake area as a whole as the Lake Area "FRSST" is mostly comprised of fire service and the Capital Area team is mostly law enforcement.

On October 19th we will be assisting the Elks in Laurie with a Drug Awareness Event for area youth. On October 31st myself, Lt. Schultz and Officer North will be completing our Taser Instructor training to be able to train our other officers in house on the new Taser 10s.

There was a misunderstanding regarding the USDA grant that was approved at the September meeting. It was initially my understanding that USDA was going to provide \$19,250 towards the purchase of a new patrol vehicle. During the signing of the agreement it was discovered that they were funding 35% of the project, with a max contribution of \$19,250 on a \$55,000 purchase. Essentially this means that we will have to complete the project as originally planned this spring to get the full \$19,250. If we move forward with procurement of the Durango and add ALL equipment necessary for it to be a patrol vehicle the project total is \$54,787.49. I request that the board approve the purchases, after USDA reimbursement the Village will be responsible for \$35,611.87. To further bridge that gap we will be selling the 2011 Tahoe, last year the Tahoe we sold brought \$9,999 and had engine problems. I believe this Tahoe will bring more at auction as it has significantly less miles and is in much better condition.

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

Scott Craig, Chief of Police



**September 27, 2024**

**Public Hearing notice**  
**Village of Sunrise Beach**  
**Board of Trustees**  
**Voluntary Annexation**

The Board of Trustees of the Village of Sunrise Beach will conduct a public hearing **at 5 p.m. October 15 at Sunrise Beach City Hall, 16537 N Highway 5**, to hear comments on a petition for voluntary annexation of property generally located in the area of 17698 N. Highway 5, north of the CoMO Electric Cooperative property, further described as follows:

Camden County Parcels 02-8.0-33.0-000.0-001-013.000 and 02-8.0-33.0-000.0-001-001.000

The two parcels proposed for annexation are each 5 acres m/l, and together total 10 acres m/l.

The petition includes a request for Sunrise Beach R-1 zoning classification for each parcel. A map of the parcels proposed for annexation is available at Sunrise Beach City Hall and online at [sunrisebeachmo.gov](http://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.

# Camden County, MO



Parcels subject to voluntary annexation (outlined in red)

CoMO Electric property

Existing City limits, shown in green

### Legend

- Highway
  - Interstate Highway
  - US Highway
  - Numbered State Highway
  - Lettered State Highway
- Road
- Address Point
- Condo Point
- Parcel
- Corporate Limit Line
  - DASHED LAND HOOK
  - SOLID LAND HOOK
- Land Hook
  - Original Lot
  - 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 FROM PROPERTY OWNER REQUESTING ANNEXATION**

Petition Requesting Annexation to the Village of Sunrise Beach

We, the undersigned Anthony Russo and \_\_\_\_\_,  
husband and wife, hereinafter referred to as the Petitioners, for our petition to the Board  
of Trustees of the Village of Sunrise Beach state and allege as follows:

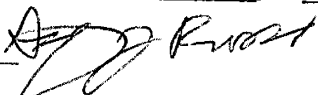
1. That we are the owners of all fee interests of record in the real estate in  
Sunrise Beach, Missouri described as follows to wit:

Parcel No (s). 02-8,0-33,0-000,0-001-013,000  
02-8,0-33,0-000,0-001-001,000

\*\* ATTACH LEGAL DESCRIPTION AND MAP  
SHOWING PARCEL(S) from Warranty Deed

2. That the said real estate is not now a part of any incorporated municipality.
3. That the said real estate is contiguous to the existing corporate limits of  
the Village of Sunrise Beach, Missouri.
4. That we request that the said real estate be annexed to, and be included  
within the corporate limits of, the Village of Sunrise Beach, Missouri, as authorized by  
the provisions of Section 71.012, RSMo. 1978.
5. That we request that said real estate be designated as a R1 zoning  
district under The Village of Sunrise Beach Missouri Zoning and Subdivision  
Regulations.
6. That we request the Board of Trustees of the Village of Sunrise Beach,  
MO 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 above described real estate.

7. That we agree that the execution of an annexation agreement which sets out the municipal services which will be provided to our property after annexation and the time within which said services will be provided is required by The Village of Sunrise Beach, Missouri prior to the approval of any annexation agreement, and request that The Village of Sunrise Beach, Missouri, prepare such an agreement for our review and signature at its earliest convenience.

Dated this Sept 11 day of \_\_\_\_\_, 2024  
/s/ Anthony J Russo   
Name

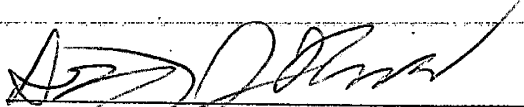
/s/ \_\_\_\_\_  
Name

STATE OF MISSOURI )  
COUNTY OF CAMDEN )

ss. VERIFICATION:

COMES NOW, Anthony Russo, being of lawful age and after being duly sworn upon his/her oath, deposes and states that he/she is the Petitioner who signed the foregoing Petition Requesting Annexation of Land to the Village of Sunrise Beach, Missouri, that he/she has read said foregoing Petition, and that the facts and matters stated in said foregoing Petition are true and correct according to his/her best knowledge, information and belief.

Date: Sept 11, 2024

  
[Signed NAME OF PROPERTY OWNER]

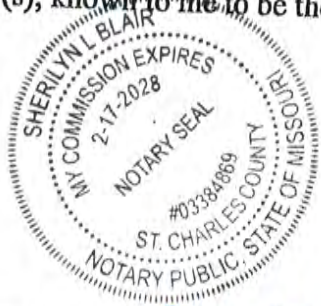
(IF MULTIPLE PETITIONERS):

COMES NOW, \_\_\_\_\_, being of lawful age and after being duly sworn upon his/her oath, deposes and states that he/she is the Petitioner who signed the foregoing Petition Requesting Annexation of Land to the Village of Sunrise Beach, Missouri, that he/she has read said foregoing Petition, and that the facts and matters stated in said foregoing Petition are true and correct according to his/her best knowledge, information and belief.

Date: Sept 11, 2024

Anthony Russo  
[Signed NAME OF PROPERTY OWNER]

SUBSCRIBED and SWORN to before me the undersigned, a Notary Public of St. Charles County, Missouri where I am commissioned, this 11<sup>th</sup> day of SEPTEMBER, 2024, by the above named Anthony Russo property owner(s), known to me to be the person(s) who executed the above petition and verification.



(SEAL)

Sherilyn L. Blair  
Notary Public  
State of Missouri, Commissioned in  
St. Charles County

My commission expires: 2-17-28

**Bill No. 2024-19**

**ORD NO. \_\_\_\_\_**

**AN ORDINANCE OF THE VILLAGE OF SUNRISE BEACH ADDING CHAPTER 115 ADMINISTRATION, TO THE VILLAGE CODE OF ORDINANCES, WHICH ESTABLISHES VARIOUS OFFICES FOR CODIFICATION PURPOSES.**

**WHEREAS**, the Village is in the process of codifying its ordinances and recognizes a need to provide for certain Village offices by ordinance of the Board of Trustees; and

**WHEREAS**, General Code, in its role as codifier of the Village Code of Ordinances, has submitted a draft model code derived, in part, from Missouri law, and the Village desires to modify that model code to meet the specific needs of the Village; and

**WHEREAS**, General Code has supplied a draft model for Chapter 115: Administration, and it is the intent of this ordinance to create a new Chapter 115: Administration, to be codified in the Village Code of Ordinances, and to replace and supersede any ordinances in conflict herewith;

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

**Section One.** This ordinance shall be established as Chapter 115: Administration in the Code of Ordinances of the Village of Sunrise Beach, Missouri and shall hereafter read as follows:

**Chapter 115: Administration**

**I. Offices Created.**

- A. There are created the following appointed offices for the administration of the Village:
  - a. Village Clerk.
  - b. Marshal.
  - c. Village Manager.
  - d. Treasurer.
  - e. Public Works Director.
  - f. Deputy Village Clerk
  - g. Attorney.

**II. Term — Compensation.**

- A. Appointed officials shall serve in their respective offices at the will of the Board of Trustees unless otherwise provided by ordinance. Compensation shall be as provided by ordinance.

**III. Village Departments – Duties of Appointed Officers.**

- A. For organizational and management purposes, the various operations of the Village shall be divided into three (3) departments as follows:
  - a. Administrative Department. The Administrative Department shall consist of the clerical, support and administrative functions in the Village General



Administrative offices, including the positions of Village Manager, Village Clerk and such additional personnel as may be assigned to the said offices from time to time. The Village Manager shall be head of the Administrative Department and shall supervise and be responsible for day-to-day management of the affairs of the Department and assignment of duties and responsibilities among the workforce.

- b. Police Department. The Police Department shall consist of the law enforcement and emergency preparedness functions of the Village, including regular, part-time, and reserve Law Enforcement Officers, any Deputy Marshal, and other officials as may be assigned. The Village Marshal and Chief of Police shall be the head of the Police Department and shall supervise and be responsible for day-to-day management of the affairs of the Department and the assignment of duties and responsibilities among the workforce.
  - c. Public Works Department. The Public Works Department shall consist of the street maintenance, water and sanitary sewer system maintenance, public property maintenance, public works, and public improvements functions of the Village, and such additional employees as may be employed in that Department from time to time. The Public Works Director shall be head of the Public Works Department.
- B. The duties of such officers, in addition to those prescribed by law, shall be those customarily performed by such others in like municipalities in Missouri and such as are from time to time fixed and prescribed by ordinance or policy of the Board of Trustees.

#### **IV. Bond.**

- A. The Village shall obtain a bond with good and sufficient surety in any sum not less than one thousand dollars (\$1,000.00) to ensure faithful performance according to law by the Marshal, Treasurer and the Village Collector, if so established by ordinance.

#### **V. Village Clerk.**

- A. *Selection.* The Board of Trustees shall select a qualified individual to serve as Village Clerk, who shall serve at the pleasure of the Board of Trustees. The Village Clerk shall receive such compensation as may be fixed by ordinance from time to time.
- B. *Duties.* The Village Clerk shall have the following duties:
  - a. To have charge and custody of the Seal, ordinances and other records, papers and documents entrusted to his/her care and keeping by the Board of Trustees;
  - b. To attend to such correspondence as may be required;
  - c. To keep the journal of the proceedings of the Board of Trustees and to enter therein the "yeas" and "nays" of the members of each bill presented for passage as an ordinance;
  - d. To attest each ordinance passed by subscribing his/her name on the face thereof;
  - e. To issue and attest all warrants ordered by the Board;
  - f. In general, to perform such other duties as may be prescribed by law or ordinance or as directed by the Board of Trustees.

#### **VI. Village Manager.**

- A. *Office created.* The office of Village Manager is hereby created. The Village Manager shall be appointed by the Chairman with the consent of the Board of Trustees. The Village Manager shall be at least twenty-one (21) years of age. He/she must be a graduate of an accredited university or college and possess the equivalent combination of experience and training which provides the required knowledge, skills and abilities. The Manager shall devote his/her full time to performing the duties of the office.
- B. *Duties.* The Village Manager shall be the Chief Administrative Assistant to the Chairman and he/she shall have general superintending control of the administration and management of the government business, officers and employees of the Village, subject to the direction and supervision of the Chairman. The Village Manager duties shall be as follows:
- a. At all times, all actions of the Village Manager shall be subject to the supervision, control and direction by the Chairman and he/she shall account to the Chairman and Board of Trustees for any actions taken when requested to do so.
  - b. He/she shall, with the assistance of the Village Clerk and all Department Heads, prepare and present an estimate of the financial needs and resources of the Village for each ensuing year and shall prepare a program of activities within the financial power of the Village, embodying in it a budget document with proper supporting schedules and analyses.
  - c. He/she shall attend substantially all meetings of the Board of Trustees and assemble detailed reports pertinent to the agenda with recommendations of various committees concerning the matter to be considered.
  - d. He/she shall act as the Personnel Officer of the Village. The Village Manager shall have the power to appoint and remove (in accordance with personnel system regulations approved by the Board of Trustees) all subordinate employees of the Village of Sunrise Beach. The Village Manager shall make recommendations of appointment and removal of Department Heads.
  - e. In addition to the foregoing duties, the Village Manager shall perform any and all other duties or functions prescribed by the Chairman and Board of Trustees.
- C. *Powers.* The powers of the Village Manager shall be as follows:
- a. To assign any employee of the Village to any department or branch thereof requiring services.
  - b. To prescribe such rules and regulations as are necessary or expedient for the conduct of administrative agencies subject to his authority. Such prescribed rules and regulations shall be submitted to the Board of Trustees for approval and shall not be in effect until approved by the Board of Trustees.
  - c. He/she shall have the power to investigate and to examine or inquire into the affairs or operation of any department, division, bureau or office; and when so authorized by the Board of Trustees, he/she shall have the power to employ consultants and professional counsel to aid in such investigations, examinations or inquiries.
  - d. He/she shall have the power to advise all boards, committees, agencies, departments, or officials of the Village concerning matters within their appropriate

area of responsibility. It shall be the duty of the Village Manager to recommend such changes, alterations or activities in the conduct of Village affairs as he/she shall deem conducive to greater efficiency and economy.

- e. He/she shall have the power to set aside any action taken by a Department Head.
  - f. He/she shall have the power to direct any department to perform the work for any other department.
  - g. He/she shall have the power to appear before and address the Board of Trustees at any meeting.
  - h. At no time shall the powers or duties of the Village Manager supersede the action of the Chairman and/or Board of Trustees.
- D. *Interference by Members of the Board of Trustees.* No member of the Board of Trustees shall directly interfere with the conduct of any department or duties of employees subordinate to the Village Manager except at the express direction of the Board of Trustees, or with the approval of the Village Manager.
- E. *Removal of Village Manager.* The Village Manager shall serve at the pleasure of the appointing authority. The Chairman, with the consent of a majority of the members of the Board of Trustees, may remove the Village Manager from office at will, and such Village Manager may also be removed by a two-thirds ( $\frac{2}{3}$ ) vote of the members of the Board of Trustees, independently of the Chairman's approval or disapproval.
- F. *Compensation.* The Village Manager shall receive such compensation as the Board of Trustees shall fix from time to time by ordinance or resolution.

## **VII. Marshal / Chief of Police.**

- A. *Office created.* There is hereby created the office of Marshal. The Marshal shall serve as the Chief of Police. The Marshal shall be appointed by the Chairman subject to the approval of the Board of Trustees. The person appointed as Marshal shall be at least 25 years of age and shall possess a Missouri Class A POST certificate. The Marshal shall devote his/her full time to performing the duties of his/her office.
- B. *Duties.* Duties may include, but are not limited to, the following:
- a. Work at the direction of the Village Manager and under the general supervision of the Chairman and Board of Trustees and shall provide professional assistance to Village staff and departments as requested.
  - b. Plan, organize, coordinate, and direct through appropriate police personnel, all Village Police Department and law enforcement functions including patrol, law enforcement investigation, and animal control.
  - c. Coordinate the activities of and represent the Village Police Department with outside agencies, citizen and community groups, and other agencies and organizations as requested.
  - d. Attend all meetings of the Board of Trustees unless excused by the Chairman, and shall prepare and present agenda items to the Board of Trustees as directed.
  - e. Perform a variety of other related duties as assigned.
- C. *Powers.* The Marshal shall have those police powers as may be conferred by law or statute. The Marshal shall at all times have power to make or order all arrests, with proper

process, for any offenses against the laws of the State, or of the Village, by day or by night, and bring the offender to trial before the proper court, and he/she shall have power to arrest without process in all cases where any such offense shall be committed, or attempted to be committed, in his/her presence. (RSMo. §80.410)

- a. The Marshal shall have general superintending control of the Police Department and its activities. The Marshall shall have direct supervisory authority and shall direct the selection, supervision, and work evaluation over all Police Department personnel.
  - b. The Marshal shall participate in various personnel matters, including investigating complaints, conducting internal investigations when appropriate, and providing corrective action as appropriate.
- D. *Compensation.* The Marshal shall receive such compensation as the Board of Trustees shall fix from time to time by ordinance or resolution.

### **VIII. Public Works Director.**

- A. *Selection.* The Board of Trustees shall select a qualified individual to serve as Public Works Director who shall serve at the pleasure of the Board of Trustees. The Public Works Director shall receive such compensation as may be fixed by ordinance from time to time.
- B. *Duties.* The Public Works Director shall be head of the Public Works Department, subject to direction of the Village Manager and general supervision of the Chairman and the Board of Trustees. The Public Works Director shall have supervisory authority over personnel in the Public Works Department. The Public Works Director shall be responsible for the maintenance and repair of all streets and other public ways within the Village; and shall be responsible for the operation and maintenance of the drinking water and sanitary sewer system of the Village. The Public Works Director shall perform such other duties as may be required by law or ordinance as directed by the Village Manager, Chairman and Board of Trustees.

### **IX. Treasurer.**

- A. *Selection.* The Board of Trustees shall select a qualified individual to serve as Village Treasurer, who shall serve at the pleasure of the Board of Trustees. The Village Treasurer shall receive such compensation as may be fixed by ordinance from time to time.
- B. *Duties.* It shall be the duty of the Village Treasurer to collect, receive and safely keep all monies, warrants, bonds and other property belonging to the Village and entrusted to his/her care, and to deliver the same to any successor in office; to act as head of the Village Finance Department; to pay over all monies, bonds and property of the Village only on warrant ordered by the Board of Trustees, signed by the Chairman, issued and attested by the Village Clerk and having the Seal of the Village affixed thereto; to keep in proper books a full, accurate and complete account of all monies or the other property received and disbursed by the Treasurer in his/her official capacity, showing the date of each transaction, the persons from whom received or to whom paid and on what account so received and disbursed; to issue receipts to every person making payment of money to

the Village and file a duplicate of same with the Village Clerk; to make written report to the Board of Trustees at each monthly meeting or whenever required, showing the amount on hand and the items of receipts and disbursements since the previous report; to make annual report in writing showing receipts and expenditures for the previous year and the specific amount on hand, to the Board of Trustees at its first regular meeting in April; and to give bond to the Village of Sunrise Beach in the amount agreed upon and in the manner approved by the Board, the cost of which, if any, shall be paid by the Village.

**X. Deputy Village Clerk.**

- A. *Office created.* The office of Deputy Village Clerk is hereby created. The Deputy Village Clerk shall receive such compensation as may be fixed by ordinance from time to time.
- B. *Duties.* In general, the Deputy Village Clerk shall be responsible for the water and sanitary sewer billing and collections functions of the Village and shall assist the Village Clerk in the discharge of his / her duties.
  - a. The Deputy Village Clerk shall perform the duties of the Village Clerk in the case of his / her absence.
  - b. The Deputy Village Clerk shall have those other duties as may be assigned by the Village Manager, Chairman and Board of Trustees.

**XI. Attorney.**

- A. *Office Created.* There is hereby created the office of Village Attorney for the Village of Sunrise Beach. The Village Attorney shall be appointed by the Chairman, subject to the advice and consent of the Board of Trustees.
- B. *Qualifications.* No person shall be appointed to the office of Village Attorney unless they are in good standing with the Missouri Bar and licensed to practice law in this State. Other licensed attorneys within the same law firm as the Village Attorney may perform duties for the Village as designated by the Village Attorney.
- C. *Duties Generally.* The Village Attorney shall, in addition to his/her other duties which are or may be required by this Code or other ordinance:
  - a. Prepare all charges or complaints against a party or parties charged with violation of this Code or other ordinance of the Village;
  - b. Prosecute all persons charged with the violation of this Code or other ordinance of the Village when the same is a contested case;
  - c. Prosecute or defend all suits and actions originating or pending in any court of this State to which the Village is a party, or in which the Village is interested, when so ordered by the Chairman or Board of Trustees to do so; to make affidavits on behalf of the Village in all cases where the same may be necessary in case of appeal or change of venue or any other matter necessary to properly forward the proceeding;
  - d. Shall attend all meetings of the Board of Trustees unless excused by the Chairman or majority of the Board of Trustees;
  - e. To report to the Board of Trustees the condition of any matters pending or unsettled in the Municipal Court or any other proceeding pending in any other

court in which he/she may have charge under orders of the Chairman and the Board of Trustees.

- D. *Temporary Absence — Acting Village Attorney.* In the case of absence, sickness or other inability of the Village Attorney to attend court or other duties, he/she shall arrange that some other licensed attorney act in his/her absence.
- E. *Compensation.* The Village Attorney shall be compensated as determined from time to time by the Board of Trustees.
- F. *Special Legal Counsel.* The Chairman, with consent and approval of the Board of Trustees shall have the power to appoint special counsel when the Chairman and Board of Trustees deem it necessary and expedient, to provide special expertise and in particular, prosecute and/or to aid the Village Attorney.

**XII. Appointee May Hold More Than One Office.**

- A. *May Combine Offices.* The Board of Trustees may, if they find it convenient to do so, appoint the same person to the office of Village Clerk, Village Treasurer, Village Manager and / or Public Works Director, as long as the positions would not create a conflict of interest.
- B. *Compensation Of Combined Office.* In the event of the same person holding two (2) or more offices as above outlined, the total compensation for the performance of his/her duties in such offices shall be as approved by the Board of Trustees.

**Section Two:** That all other parts and provisions of the Village Code not in conflict herewith shall remain in full force and effect unless previously or subsequently amended or repealed.

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

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

**Section Five:** That the Village Clerk is authorized by this ordinance to correct any scrivener’s errors identified within this ordinance.

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

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

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

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

Nayes: \_\_\_\_\_

---

Susan Schneider, Chair

Attest:

Village Clerk

Bill No 2024-20

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

**AN ORDINANCE ADOPTING A NEW FLOODPLAIN MANAGEMENT ORDINANCE  
FOR THE VILLAGE OF SUNRISE BEACH, MISSOURI  
Pursuant to 44 CFR § 60.3 (c)**

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

**ARTICLE 1 STATUTORY AUTHORIZATION, FINDINGS OF FACT, AND PURPOSES**

**SECTION A. STATUTORY AUTHORIZATION**

The Legislature of the State of Missouri has in RSMO 80.090 delegated the responsibility to local governmental units to adopt floodplain management regulations designed to protect the health, safety, and general welfare of the public. Therefore, the Board of Trustees of the Village of Sunrise Beach, Missouri, ordains as follows:

**SECTION B. FINDINGS OF FACT**

1. *Flood Losses Resulting from Periodic Inundation*

The special flood hazard areas of the Village of Sunrise Beach, Missouri, are subject to inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base; all of which adversely affect the public health, safety and general welfare.

2. *General Causes of the Flood Losses*

These flood losses are caused by (1) the cumulative effect of development in any delineated floodplain causing increases in flood heights and velocities; and (2) the occupancy of flood hazard areas by uses vulnerable to floods, hazardous to others, inadequately elevated, or otherwise unprotected from flood damages.

3. *Methods Used To Analyze Flood Hazards*

The Flood Insurance Study (FIS) that is the basis of this ordinance uses a standard engineering method of analyzing flood hazards, which consist of a series of interrelated steps.

- a. Selection of a base flood that is based upon engineering calculations, which permit a consideration of such flood factors as its expected frequency of occurrence, the area inundated, and the depth of inundation. The base flood selected for this ordinance is representative of large floods, which are characteristic of what can be expected to occur on



the particular streams subject to this ordinance. The base flood is the flood that is estimated to have a one percent chance of being equaled or exceeded in any given year as delineated on the Federal Insurance Administrator's FIS, and illustrative materials Camden County, dated April 18, 2018, as amended, and any future revisions thereto.

- b. Calculation of water surface profiles are based on a standard hydraulic engineering analysis of the capacity of the stream channel and overbank areas to convey the regulatory flood.

## SECTION C. STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety, and general welfare of the public; to minimize those losses described in Article 1, Section B (1); to establish or maintain the community's eligibility for participation in the National Flood Insurance Program (NFIP) as defined in 44 Code of Federal Regulations (CFR) § 59.22(a) (3); and to meet the requirements of 44 CFR § 60.3(c) by applying the provisions of this ordinance to:

1. Restrict or prohibit uses that are dangerous to health, safety, or property in times of flooding or cause undue increases in flood heights or velocities;
2. Require uses vulnerable to floods, including public facilities that serve such uses, be provided with flood protection at the time of initial construction; and
3. Protect individuals from buying lands that are unsuited for the intended development purposes due to the flood hazard.

## ARTICLE 2 GENERAL PROVISIONS

### SECTION A. LANDS TO WHICH ORDINANCE APPLIES

This ordinance shall apply to all lands within the jurisdiction of the Village of Sunrise Beach, Missouri, identified as numbered and unnumbered A zones and AE zones, on the Flood Insurance Rate Map (FIRM) panel numbers 29029C0085C, 29029C0095C, and 29029C0115C dated June 16, 2011, as amended, and any future revisions thereto. In all areas covered by this ordinance, no development shall be permitted except through the issuance of a floodplain development permit, granted by the Board of Trustees or its duly designated representative under such safeguards and restrictions as the Board of Trustees or the designated representative may reasonably impose for the promotion and maintenance of the general welfare, health of the inhabitants of the community, and as specifically noted in Article 4.

### SECTION B. COMPLIANCE

No development located within the special flood hazard areas of this community shall be located, extended, converted, or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.

### SECTION C. ABROGATION AND GREATER RESTRICTIONS

It is not intended by this ordinance to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.

#### SECTION D. INTERPRETATION

In their interpretation and application, the provisions of this ordinance shall be held to be minimum requirements, shall be liberally construed in favor of the governing body, and shall not be deemed a limitation or repeal of any other powers granted by Missouri statutes.

#### SECTION E. WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur on rare occasions, or the flood heights may be increased by man-made or natural causes, such as ice jams and bridge openings restricted by debris. This ordinance does not imply that areas outside the floodway and flood fringe or land uses permitted within such areas will be free from flooding or flood damage. This ordinance shall not create a liability on the part of the Village of Sunrise Beach, any officer or employee thereof, for any flood damages that may result from reliance on this ordinance, or any administrative decision lawfully made thereunder.

#### SECTION F. SEVERABILITY

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of appropriate jurisdiction, the remainder of this ordinance shall not be affected thereby.

### **ARTICLE 3 ADMINISTRATION**

#### SECTION A. FLOODPLAIN DEVELOPMENT PERMIT

A floodplain development permit shall be required for all proposed construction or other development, including the placement of manufactured homes, in the areas described in Article 2, Section A. No person, firm, corporation, or unit of government shall initiate any development or substantial-improvement or cause the same to be done without first obtaining a separate floodplain development permit for each structure or other development.

#### SECTION B. DESIGNATION OF FLOODPLAIN ADMINISTRATOR

The City Manager is hereby appointed to administer and implement the provisions of this ordinance.

#### SECTION C. DUTIES AND RESPONSIBILITIES OF FLOODPLAIN ADMINISTRATOR

Duties of the floodplain administrator shall include, but not be limited to:

1. Review of all applications for floodplain development permits to assure that sites are reasonably safe from flooding and that the floodplain development permit requirements of this ordinance have been satisfied;
2. Review of all applications for floodplain development permits for proposed development to assure that all necessary permits have been obtained from Federal, State, or local governmental agencies from which prior approval is required by Federal, State, or local law;
3. Review all subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding;
4. Issue floodplain development permits for all approved applications;
5. Notify adjacent communities and the Missouri State Emergency Management Agency (MoSEMA) prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA);
6. Assure that the flood carrying capacity is not diminished and shall be maintained within the altered or relocated portion of any watercourse.
7. Verify and maintain a record of the actual elevation (in relation to mean sea level) of the lowest floor, including basement, of all new or substantially improved structures;
8. Verify and maintain a record of the actual elevation (in relation to mean sea level) that the new or substantially improved non-residential structures have been floodproofed;
9. When floodproofing techniques are utilized for a particular non-residential structure, the floodplain administrator shall require certification from a Missouri registered professional engineer or architect.

#### SECTION D. APPLICATION FOR FLOODPLAIN DEVELOPMENT PERMIT

To obtain a floodplain development permit, the applicant shall first file an application in writing on a form furnished for that purpose. Every floodplain development permit application shall:

1. Describe the land on which the proposed work is to be done by lot, block and tract, house and street address, or similar description that will readily identify and specifically locate the proposed structure or work;
2. Identify and describe the work to be covered by the floodplain development permit;
3. Indicate the use or occupancy for which the proposed work is intended;
4. Indicate the fair market value of the structure and the fair market value of the improvement;

5. Identify the existing base flood elevation and the elevation of the proposed development;
6. Give such other information as reasonably may be required by the floodplain administrator;
7. Be accompanied by plans and specifications for proposed construction; and
8. Be signed by the permittee or his authorized agent who may be required to submit evidence to indicate such authority.

## **ARTICLE 4 PROVISIONS FOR FLOOD HAZARD REDUCTION**

### **SECTION A. GENERAL STANDARDS**

1. No permit for floodplain development shall be granted for new construction, substantial-improvements, and other improvements, including the placement of manufactured homes, within any numbered and unnumbered A zones and AE zones, unless the conditions of this section are satisfied.
2. All areas identified as unnumbered A zones on the FIRM are subject to inundation of the one percent annual chance (aka 100-year) flood; however, the base flood elevation is not provided. Development within unnumbered A zones is subject to all provisions of this ordinance. If Flood Insurance Study data is not available, the community shall obtain, review, and reasonably utilize any base flood elevation or floodway data currently available from Federal, State, or other sources.
3. Until a floodway is designated, no new construction, substantial improvements, or other development, including fill, shall be permitted within any unnumbered or numbered A zones, or AE zones on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
4. All new construction, subdivision proposals, substantial-improvements, prefabricated structures, placement of manufactured homes, and other developments shall require:
  - a. Design or adequate anchorage to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
  - b. Construction with materials resistant to flood damage;
  - c. Utilization of methods and practices that minimize flood damages;
  - d. All electrical, heating, ventilation, plumbing, air-conditioning equipment, and other service facilities be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
  - e. New or replacement water supply systems and/or sanitary sewage systems be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, and on-site waste disposal systems be located so as to avoid impairment or contamination; and

- f. Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, located within special flood hazard areas are required to assure that:
  - (1) All such proposals are consistent with the need to minimize flood damage;
  - (2) All public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage;
  - (3) Adequate drainage is provided so as to reduce exposure to flood hazards; and
  - (4) All proposals for development, including proposals for manufactured home parks and subdivisions, greater than fifty (50) lots or five (5) acres, whichever is lesser, include within such proposals base flood elevation data.

5. *Storage, material, and equipment*

- a. The storage or processing of materials within the special flood hazard area that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal, or plant life is prohibited.
- b. Storage of other material or equipment may be allowed if not subject to major damage by floods, if firmly anchored to prevent flotation, or if readily removable from the area within the time available after a flood warning.

6. *Accessory Structures*

Structures used solely for parking and limited storage purposes, not attached to any other structure on the site, of limited investment value, and not larger than 400 square feet, may be constructed at-grade and wet-floodproofed provided there is no human habitation or occupancy of the structure; the structure is of single-wall design; the accessory structure meets the following floodplain management requirements; and a floodplain development permit has been issued. Wet-floodproofing is only allowed for small low-cost structures.

7. *Agricultural Structures*

Structures used solely for agricultural purposes in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, including the raising of livestock, may be constructed at-grade and wet-floodproofed provided there is no human habitation or occupancy of the structure; the structure is of single-wall design; there is no permanent retail, wholesale, or manufacturing use included in the structure; the structure meets the following floodplain management requirements; and a floodplain development permit has been issued.

8. *Hazardous Materials*

- a. All hazardous material storage and handling sites shall be located out of the special flood hazard area. Refer to Article 8 for the definition of a Hazardous Material.

9. *Critical Facilities*

- a. All new or substantially improved critical nonresidential facilities including, but not limited, to governmental buildings, police stations, fire stations, hospitals, orphanages, penal institutions, communication centers, water and sewer pumping stations, water and sewer treatment facilities, transportation maintenance facilities, places of public assembly, emergency aviation facilities, and schools shall be elevated above the 500-year flood level or together with attendant utility and sanitary facilities, be floodproofed so that below the 500-year flood level the structure is water tight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certification shall be provided to the Floodplain Administrator as set forth in the National Flood Insurance Program (NFIP) regulations.
- b. All critical facilities shall have access routes that are above the elevation of the 500-year flood.
- c. No Critical facilities shall be constructed in any designated floodway.

#### 10. *Nonconforming Use*

A structure, or the use of a structure or premises that was lawful before the passage or amendment of the ordinance, but which is not in conformity with the provisions of this ordinance, may be continued subject to the following conditions:

- a. If such structure, use, or utility service is discontinued for six (6) consecutive months, any future use of the building shall conform to this ordinance.
- b. If any nonconforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than 50 percent of the pre-damaged market value of the structure. This limitation does not include the cost of any alteration to comply with existing state or local health, sanitary, building, safety codes, regulations or the cost of any alteration of a structure listed on the National Register of Historic Places, the State Inventory of Historic Places, or local inventory of historic places upon determination.

#### SECTION B. SPECIFIC STANDARDS

1. In all areas identified as numbered and unnumbered A zones and AE zones, where **base flood elevation** data have been provided, as set forth in Article 4, Section A (2), the following provisions are required:
  - a. *Residential Construction*  
 New construction or substantial improvement of any residential structures, including manufactured homes, shall have the lowest floor, including basement, elevated to one (1) foot above base flood elevation. The elevation of the lowest floor shall be certified by a Missouri licensed land surveyor, engineer, or architect.
  - b. *Non-Residential Construction*

New construction or substantial-improvement of any commercial, industrial, or other non-residential structures, including manufactured homes, shall have the lowest floor, including basement, elevated to one (1) foot above the base flood elevation or, together with attendant utility and sanitary facilities, be floodproofed so that below the base flood elevation the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A Missouri registered professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certification shall be provided to the floodplain administrator as set forth in Article 3, Section C (7), (8), and (9).

c. *Enclosures Below Lowest Floor*

Require, for all new construction and substantial improvements that fully enclosed areas below lowest floor used solely for parking of vehicles, building access, or storage in an area other than a basement and that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of flood waters. Designs for meeting this requirement must either be certified by a Missouri registered professional engineer or architect or meet or exceed the following minimum criteria:

- (1) A minimum of two (2) openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding shall be provided; and
- (2) The bottom of all openings shall be no higher than one (1) foot above grade. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of flood waters.

SECTION C. MANUFACTURED HOMES

1. All manufactured homes to be placed within all numbered and unnumbered A zones and AE zones, on the community's FIRM shall be required to be installed using methods and practices that minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors.
2. Require manufactured homes that are placed or substantially improved within numbered and unnumbered A zones and AE zones, on the community's FIRM on sites:
  - a. Outside of manufactured home park or subdivision;
  - b. In a new manufactured home park or subdivision;
  - c. In an expansion to an existing manufactured home park or subdivision; or

- d. In an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as the result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to one (1) foot above the base flood elevation and be securely attached to an adequately anchored foundation system to resist flotation, collapse, and lateral movement. The elevation of the lowest floor shall be certified by a Missouri licensed land surveyor, engineer, or architect.
3. Require that manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within all numbered and unnumbered A zones and AE zones, on the community's FIRM, that are not subject to the provisions of Article 4, Section C (2) of this ordinance, be elevated so that either:
    - a. The lowest floor of the manufactured home is at one (1) foot above the base flood level; or
    - b. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six (36) inches in height above grade and be securely attached to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

#### SECTION D. FLOODWAY *(as determined from data available from other sources)*

If a community determines there are areas of special flood hazard that may be defined as floodway, through the use of base flood elevation and floodway data available from a Federal, State, or other source, including data developed pursuant to Article 4, Section A (4) (f) (4), and determines this data is suitable as criteria for requiring that new construction, substantial improvements, or other development in Zone A, the community must meet the standards:

1. Adopt a regulatory floodway based on the principle that the area chosen for the regulatory floodway must be designed to carry the waters of the base flood without increasing the water surface elevation of that flood more than one (1) foot at any point.
2. Prohibit encroachments, including fill, new construction, substantial-improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in **any** increase in flood levels within the community during the occurrence of the base flood discharge.

#### SECTION E. RECREATIONAL VEHICLES

1. Require that recreational vehicles placed on sites within all numbered and unnumbered A zones and AE zones on the community's FIRM either:
  - a. Be on the site for fewer than 180 consecutive days,
  - b. Be fully licensed and ready for highway use\*; **or**
  - c. Meet the permitting, elevation, and anchoring requirements for manufactured homes of this ordinance.



\*A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices and has no permanently attached additions.

## **ARTICLE 5 FLOODPLAIN MANAGEMENT VARIANCE PROCEDURES**

### **SECTION A. ESTABLISHMENT OF APPEAL BOARD**

The Board of Trustees as established by the Village of Sunrise Beach shall hear and decide appeals and requests for variances from the floodplain management requirements of this ordinance.

### **SECTION B. RESPONSIBILITY OF APPEAL BOARD**

Where an application for a floodplain development permit or request for a variance from the floodplain management regulations is denied by the floodplain administrator, the applicant may apply for such floodplain development permit or variance directly to the appeal board, as defined in Article 5, Section A.

The appeal board shall hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this ordinance.

### **SECTION C. FURTHER APPEALS**

Any person aggrieved by the decision of the appeal board, or any taxpayer may appeal such decision to Camden County Circuit Court as provided in RSMo 89.110.

### **SECTION D. FLOODPLAIN MANAGEMENT VARIANCE CRITERIA**

In passing upon such applications for variances, the appeal board shall consider all technical data and evaluations, all relevant factors, standards specified in other sections of this ordinance, and the following criteria:

1. Danger to life and property due to flood damage;
2. Danger that materials may be swept onto other lands to the injury of others;
3. Susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
4. Importance of the services provided by the proposed facility to the community;
5. Necessity to the facility of a waterfront location, where applicable;
6. Availability of alternative locations, not subject to flood damage, for the proposed use;

7. Compatibility of the proposed use with existing and anticipated development;
8. Relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
9. Safety of access to the property in times of flood for ordinary and emergency vehicles;
10. Expected heights, velocity, duration, rate of rise and sediment transport of the flood waters, if applicable, expected at the site; and,
11. Costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems; streets; and bridges.

#### SECTION E. CONDITIONS FOR APPROVING FLOODPLAIN MANAGEMENT VARIANCES

1. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items 2 through 6 below have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
2. Variances may be issued for the repair or rehabilitation of structures listed on the National Register of Historic Places, the State Inventory of Historic Places, or local inventory of historic places upon determination provided the proposed activity will not preclude the structure's continued historic designation and the variance is the minimum necessary to preserve the historic character and design of the structure.
3. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
4. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
5. Variances shall only be issued upon: (a) a showing of good and sufficient cause, (b) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (c) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
6. A community shall notify the applicant in writing over the signature of a community official that (a) the issuance of a variance to construct a structure below base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25.00 for \$100.00 of insurance coverage and (b) such construction below the base flood level increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by this ordinance.
7. A community shall maintain a record of all variance actions, including justification for their issuance.

8. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that the criteria of items 1 through 5 of this section are met, and the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

## SECTION F: CONDITIONS FOR APPROVING VARIANCES OF ACCESSORY STRUCTURES

Any permit granted for an accessory structure shall be decided individually based on a case-by-case analysis of the building's unique circumstances. Permits shall meet the following conditions.

In order to minimize flood damages during the one percent annual chance flood event, also referred to as the 100-year flood and the threat to public health and safety, the following conditions shall be required for any permit issued for accessory structures that are constructed at-grade and wet-floodproofed:

1. Use of the accessory structures must be solely for parking and limited storage purposes in any special flood hazard area as identified on the community's Flood Insurance Rate Map (FIRM).
2. For any new or substantially damaged accessory structures, the exterior and interior building components and elements (i.e., foundation, wall framing, exterior and interior finishes, flooring, etc.) below the base flood elevation, must be built with flood-resistant materials in accordance with Article 4, Section A (4)(b) of this ordinance.
3. The accessory structures must be adequately anchored to prevent flotation, collapse, or lateral movement of the structure in accordance with Article 4, Section A (4)(a) of this ordinance. All of the building's structural components must be capable of resisting specific flood-related forces including hydrostatic, buoyancy, and hydrodynamic and debris impact forces.
4. Any mechanical, electrical, or other utility equipment must be located above the base flood elevation or floodproofed so that they are contained within a watertight, floodproofed enclosure that is capable of resisting damage during flood conditions in accordance with Article 4, Section A (4)(d) of this ordinance.
5. The accessory structures must meet all NFIP opening requirements. The NFIP requires that enclosure or foundation walls, subject to the one percent annual chance flood event, also referred to as the 100-year flood, contain openings that will permit the automatic entry and exit of flood waters in accordance with Article 4, Section B (1)(c) of this ordinance.
6. The accessory structures must comply with the floodplain management floodway encroachment provisions of Article 4, Section D (2) of this ordinance. No permits may be issued for accessory structures within any designated floodway, if any increase in flood levels would result during the 100-year flood.
7. Equipment, machinery, or other contents must be protected from any flood damage.
8. No disaster relief assistance under any program administered by any Federal agency shall be paid for any repair or restoration costs of the accessory structures.

9. Wet-floodproofing construction techniques must be reviewed and approved by the community. The community may request approval by a registered professional engineer or architect prior to the issuance of any floodplain development permit for construction. Cost for any required professional certification to be paid by the developer.

#### SECTION G: CONDITIONS FOR APPROVING VARIANCES OF AGRICULTURAL STRUCTURES

Any permit granted for an agricultural structure shall be decided individually based on a case-by-case analysis of the building's unique circumstances.

In order to minimize flood damages during the 100-year flood and the threat to public health and safety, the following conditions shall be included for any permit issued for agricultural structures that are constructed at-grade and wet-floodproofed:

1. All proposed agricultural structures shall demonstrate that no other alternate location outside of the special flood hazard area exists for the agricultural structure. Residential structures, such as farmhouses, cannot be considered agricultural structures.
2. Use of the structures must be limited to agricultural purposes in any special flood hazard area only as identified on the community's Flood Insurance Rate Map (FIRM).
3. For any new or substantially damaged agricultural structures, the exterior and interior building components and elements (i.e., foundation, wall framing, exterior and interior finishes, flooring, etc.) below the base flood elevation, must be built with flood-resistant materials in accordance with Article 4, Section A (4)(b) of this ordinance.
4. The agricultural structures must be adequately anchored to prevent flotation, collapse, or lateral movement of the structures in accordance with Article 4, Section A (4)(a) of this ordinance. All of the building's structural components must be capable of resisting specific flood-related forces including hydrostatic, buoyancy, and hydrodynamic and debris impact forces.
5. Any mechanical, electrical, or other utility equipment must be located one (1) foot above the base flood elevation or floodproofed so that they are contained within a watertight, floodproofed enclosure that is capable of resisting damage during flood conditions in accordance with Article 4, Section A (4)(d) of this ordinance. The elevation shall be certified by a licensed land surveyor or professional engineer.
6. The agricultural structures must meet all National Flood Insurance Program (NFIP) opening requirements. The NFIP requires that enclosure or foundation walls, subject to the one percent annual chance flood event, also referred to as the 100-year flood, contain openings that will permit the automatic entry and exit of flood waters in accordance with Article 4, Section B (1)(c) of this ordinance.
7. The agricultural structures must comply with the floodplain management floodway encroachment provisions of Article 4, Section D (2) of this ordinance. No permits may be issued for agricultural structures within any designated floodway, if any increase in flood levels would result during the one percent annual chance flood event, also referred to as the 100-year flood.

8. Major equipment, machinery, or other contents must be protected from any flood damage.
9. No disaster relief assistance under any program administered by any Federal agency shall be paid for any repair or restoration costs of the agricultural structures.
10. Wet-floodproofing construction techniques must be reviewed and approved by the community. The community may request approval by a registered professional engineer or architect prior to the issuance of any floodplain development permit for construction. Cost for any required professional certification to be paid by the developer.

## **ARTICLE 6 PENALTIES FOR VIOLATION**

1. Violation of the provisions of this ordinance or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with granting of variances) shall constitute a misdemeanor. Any person, firm, corporation, or other entity that violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$500.00, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense.
2. A structure or other development without a floodplain development permit or other evidence of compliance is presumed to be in violation until such documentation is provided.
3. The imposition of such fines or penalties for any violation for non-compliance with this ordinance shall not excuse the violation or noncompliance or allow it to continue. All such violations or noncompliant actions shall be remedied within an established and reasonable time.
4. Nothing herein contained shall prevent the Village of Sunrise Beach or other appropriate authority from taking such other lawful action as is necessary to prevent or remedy any violation.

## **ARTICLE 7 AMENDMENTS**

The regulations, restrictions, and boundaries set forth in this ordinance may from time to time be amended, supplemented, changed, or appealed to reflect any and all changes in the National Flood Disaster Protection Act of 1973, provided, however, that no such action may be taken until after a public hearing in relation thereto, at which parties of interest and citizens shall have an opportunity to be heard. Notice of the time and place of such hearing shall be published in a newspaper of general circulation in the Village of Sunrise Beach. At least twenty (20) days shall elapse between the date of this publication and the public hearing. A copy of such amendments will be provided to the Region VII office of the Federal Emergency Management Agency (FEMA). The regulations of this ordinance are in compliance with the National Flood Insurance Program (NFIP) regulations.

## ARTICLE 8 DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the same meaning they have in common usage and to give this ordinance its most reasonable application.

**"100-year Flood"** *see "base flood."*

**"Accessory Structure"** means the same as *"appurtenant structure."*

**"Actuarial Rates"** *see "risk premium rates."*

**"Administrator"** means the Federal Insurance Administrator.

**"Agency"** means the Federal Emergency Management Agency (FEMA).

**"Agricultural Commodities"** means agricultural products and livestock.

**"Agricultural Structure"** means any structure used exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities.

**"Appeal"** means a request for review of the floodplain administrator's interpretation of any provision of this ordinance or a request for a variance.

**"Appurtenant Structure"** means a structure that is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

**"Area of Special Flood Hazard"** is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year.

**"Base Flood"** means the flood having a one percent chance of being equaled or exceeded in any given year.

**"Base Flood Elevation"** means the elevation of the surface of the water during a one percent annual chance flood event.

**"Basement"** means any area of the structure having its floor subgrade (below ground level) on all sides.

**"Building"** *see "structure."*

**"Chief Executive Officer" or "Chief Elected Official"** means the official of the community who is charged with the authority to implement and administer laws, ordinances, and regulations for that community.

**"Community"** means any State or area or political subdivision thereof, which has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction.

**"Development"** means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, levees, levee systems, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

**"Elevated Building"** means for insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

**"Eligible Community" or "Participating Community"** means a community for which the Administrator has authorized the sale of flood insurance under the National Flood Insurance Program (NFIP).

**"Existing Construction"** means for the purposes of determining rates, structures for which the *"start of construction"* commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. *"Existing construction"* may also be referred to as *"existing structures."*

**"Existing Manufactured Home Park or Subdivision"** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

**"Expansion to an Existing Manufactured Home Park or Subdivision"** means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

**"Flood" or "Flooding"** means a general and temporary condition of partial or complete inundation of normally dry land areas from: (1) the overflow of inland waters; (2) the unusual and rapid accumulation or runoff of surface waters from any source; and (3) the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood, or by some similarly unusual and unforeseeable event which results in flooding as defined above in item (1).

**"Flood Boundary and Floodway Map (FBFM)"** means an official map of a community on which the Administrator has delineated both special flood hazard areas and the designated regulatory floodway.

**"Flood Hazard Map"** means the document adopted by the governing body showing the limits of: (1) the floodplain; (2) the floodway; (3) streets; (4) stream channel; and (5) other geographic features.

**"Flood Elevation Determination"** means a determination by the Administrator of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

**"Flood Elevation Study"** means an examination, evaluation and determination of flood hazards.

**"Flood Fringe"** means the area outside the floodway encroachment lines, but still subject to inundation by the regulatory flood.

**"Flood Hazard Boundary Map (FHBM)"** means an official map of a community, issued by the Administrator, where the boundaries of the flood areas having special flood hazards have been designated as (unnumbered or numbered) A zones.

**"Flood Insurance Rate Map (FIRM)"** means an official map of a community, on which the Administrator has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

**"Flood Insurance Study (FIS)"** means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations.

**"Floodplain" or "Flood-prone Area"** means any land area susceptible to being inundated by water from any source (*see "flooding"*).

**"Floodplain Management"** means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

**"Floodplain Management Regulations"** means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain and grading ordinances) and other applications of police power. The term describes such state or local regulations, in any combination thereof that provide standards for the purpose of flood damage prevention and reduction.

**"Floodproofing"** means any combination of structural and nonstructural additions, changes, or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, or structures and their contents.

**"Floodway" or "Regulatory Floodway"** means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

**"Floodway Encroachment Lines"** means the lines marking the limits of floodways on Federal, State and local floodplain maps.

**"Freeboard"** means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. *"Freeboard"* tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as bridge openings and the hydrological effect of urbanization of the watershed.

**"Functionally Dependent Use"** means a use that cannot perform its intended purpose unless it is located or carried out in close proximity to water. This term includes only docking facilities and facilities that are



necessary for the loading and unloading of cargo or passengers but does not include long-term storage or related manufacturing facilities.

**"Hazardous Materials"** means substances or materials, which because of their chemical, physical, or biological nature, pose a potential risk to life, health, or property if they are released. A "release" may occur by spilling, leaking, emitting toxic vapors, or any other process that enables the material to escape its container, enter the environment, and create a potential hazard. Hazards are classified in many different ways. The following introduces several common terms:

1. Explosive substances release pressure, gas, and heat suddenly when they are subjected to shock, heat, or high pressure. Fourth of July celebrations use many types of explosive substances that require careful storage and handling to avoid injury.
2. Flammable and combustible substances are easy to ignite. Paint thinners, charcoal lighter fluid, and silver polish are all highly flammable. Oxidizers, which will lend oxygen readily to support a fire, and reactive materials, which are unstable and may react violently if mishandled, pose related hazards.
3. Poisons (or toxic materials) can cause injury or death when they enter the bodies of living things. Such substances can be classified by chemical nature (for example, heavy metals and cyanides) or by toxic action (such as irritants, which inflame living tissue, and corrosives, which destroy or irreversibly change it). One special group of poisons includes etiological (biological) agents. These are live microorganisms, or toxins produced by these microorganisms, that are capable of producing a disease.
4. Radioactive materials are a category of hazardous materials that release harmful radiation. They are not addressed specifically in this course.

These categories are not mutually exclusive. For example, acids and bases are listed as corrosive materials, but can also act as poisons.

**"Highest Adjacent Grade"** means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

**"Historic Structure"** means any structure that is (a) listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (d) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either (1) by an approved state program as determined by the Secretary of the Interior or (2) directly by the Secretary of the Interior in states without approved programs.

**"Lowest Floor"** means the lowest floor of the lowest enclosed area, including basement. An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access, or storage, in an area other than a basement area, is not considered a building's lowest floor, **provided** that such enclosure is not built so as to render the structure in violation of the applicable floodproofing design requirements of this ordinance.

**"Manufactured Home"** means a structure, transportable in one or more sections, that is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term *"manufactured home"* **does not include** a *"recreational vehicle."*

**"Manufactured Home Park or Subdivision"** means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

**"Map"** means the Flood Hazard Boundary Map (FHBM), Flood Insurance Rate Map (FIRM), or the Flood Boundary and Floodway Map (FBFM) for a community issued by the Federal Emergency Management Agency (FEMA).

**"Market Value" or "Fair Market Value"** means an estimate of what is fair, economic, just and equitable value under normal local market conditions.

**"Mean Sea Level"** means, for purposes of the National Flood Insurance Program (NFIP), the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map (FIRM) are referenced.

**"New Construction"** means, for the purposes of determining insurance rates, structures for which the *"start of construction"* commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, *"new construction"* means structures for which the *"start of construction"* commenced on or after the effective date of the floodplain management regulations adopted by a community and includes any subsequent improvements to such structures.

**"New Manufactured Home Park or Subdivision"** means a manufactured home park or subdivision for which the construction of facilities for servicing the lot on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by the community.

**"(NFIP)"** means the National Flood Insurance Program (NFIP).

**"Numbered A Zone"** means a special flood hazard area where the Flood Insurance Rate Map shows the Base Flood Elevation.

**"One Percent Annual Chance Flood"** *see "base flood."*

**"Participating Community"** also known as an *"eligible community,"* means a community in which the Administrator has authorized the sale of flood insurance.

**"Person"** includes any individual or group of individuals, corporation, partnership, association, or any other entity, including Federal, State, and local governments and agencies.

**"Permit"** means a signed document from a designated community official authorizing development in a floodplain, including all necessary supporting documentation such as: (1) the site plan; (2) an elevation

certificate; and (3) any other necessary or applicable approvals or authorizations from local, state or federal authorities.

**"Principally Above Ground"** means that at least 51 percent of the actual cash value of the structure, less land value, is above ground.

**"Reasonably Safe From Flooding"** means base flood waters will not inundate the land or damage structures to be removed from the SFHA and that any subsurface waters related to the base flood will not damage existing or proposed buildings.

**"Recreational Vehicle"** means a vehicle which is (a) built on a single chassis; (b) 400 square feet or less when measured at the largest horizontal projections; (c) designed to be self-propelled or permanently towable by a light-duty truck; and (d) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

**"Remedy A Violation"** means to bring the structure or other development into compliance with Federal, State, or local floodplain management regulations; or, if this is not possible, to reduce the impacts of its noncompliance.

**"Repetitive Loss"** means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, equals or exceeds twenty-five percent of the market value of the structure before the damage occurred.

**"Risk Premium Rates"** means those rates established by the Administrator pursuant to individual community studies and investigations which are undertaken to provide flood insurance in accordance with Section 1307 of the National Flood Disaster Protection Act of 1973 and the accepted actuarial principles. *"Risk premium rates"* include provisions for operating costs and allowances.

**"Special Flood Hazard Area"** *see "area of special flood hazard."*

**"Special Hazard Area"** means an area having special flood hazards and shown on an FHBM, FIRM or FBFM as zones (unnumbered or numbered) A and AE.

**"Start of Construction"** includes substantial-improvements, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvements were within 180 days of the permit date. The *actual start* means either the first placement of permanent construction of a structure on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, any work beyond the stage of excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling, the installation of streets and/or walkways, excavation for a basement, footings, piers, foundations, the erection of temporary forms, nor installation on the property of accessory structures, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the *actual start of construction* means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

**"State Coordinating Agency"** means that agency of the state government, or other office designated by the governor of the state or by state statute at the request of the Administrator to assist in the implementation of the National Flood Insurance Program (NFIP) in that state.

**"Structure"** means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. *"Structure"* for insurance purposes, means a walled and roofed building, other than a gas or liquid storage tank that is principally above ground and affixed to a permanent site, as well as a manufactured home on a permanent foundation. For the latter purpose, the term includes a building while in the course of construction, alteration or repair, but does not include building materials or supplies intended for use in such construction, alteration or repair, unless such materials or supplies are within an enclosed building on the premises.

**"Substantial-Damage"** means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The term includes Repetitive Loss buildings (see definition).

For the purposes of this definition, "repair" is considered to occur when the first repair or reconstruction of any wall, ceiling, floor, or other structural part of the building commences.

The term does not apply to:

- a.) Any project for improvement of a building required to comply with existing health, sanitary, or safety code specifications which have been identified by the Code Enforcement Official and which are solely necessary to assure safe living conditions, or
- b.) Any alteration of a "historic structure" provided that the alteration will not preclude the structure's continued designation as a "historic structure."

**"Substantial Improvement"** means any combination of reconstruction, alteration, or improvement to a building, taking place for a 10-year period, in which the cumulative percentage of improvement equals or exceeds fifty percent of the current market value of the building. For the purposes of this definition, an improvement occurs when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. This term includes structures, which have incurred "repetitive loss" or "substantial damage", regardless of the actual repair work done.

The term does not apply to:

- a.) Any project for improvement of a building required to comply with existing health, sanitary, or safety code specifications which have been identified by the Code Enforcement Official and which are solely necessary to assure safe living conditions, or
- b.) Any alteration of a "historic structure" provided that the alteration will not preclude the structure's continued designation as a "historic structure."

**"Substantially Improved Existing Manufactured Home Parks Or Subdivisions"** is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

**"Unnumbered A Zone"** means a special flood hazard area shown on either a flood hazard boundary map or flood insurance rate map where the base flood elevation is not determined.

**"Variance"** means a grant of relief by the community from the terms of a floodplain management regulation. Flood insurance requirements remain in place for any varied use or structure and cannot be varied by the community.

**"Violation"** means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required by this ordinance is presumed to be in violation until such time as that documentation is provided.

**"Water Surface Elevation"** means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum where specified) of floods of various magnitudes and frequencies in the floodplain.

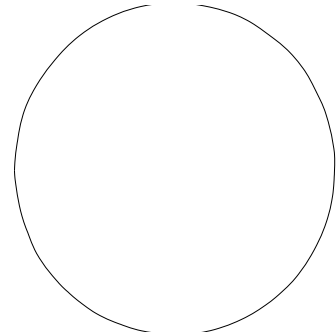
**ARTICLE 9 CERTIFICATE OF ADOPTION**

This Floodplain Management Ordinance for the community of Sunrise Beach, Missouri.

ADOPTED AND APPROVED by the Governing Body of Sunrise Beach, Missouri.

This \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_.  
**Day Month Year**

Place seal here.



\_\_\_\_\_  
Chief Executive Officer/Chief Elected Official (Signature)

\_\_\_\_\_  
Name Title

Chief Executive Officer/Chief Elected Official (Typed/printed)

ATTEST:

\_\_\_\_\_  
Signature of Recording Clerk

\_\_\_\_\_  
Name Title

Recording Clerk (Typed/printed)

**BILL NO. 2024-21**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING A PETITION FOR VOLUNTARY ANNEXATION FILED BY ANTHONY RUSSO 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**

**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 October 7, 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 October 15, 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 Anthony J. Russo, a single person, 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 02-8.0-33.0-000.0-001-013.000
2. Camden County Parcel 02-8.0-33.0-000.0-001-001.000

and as further described on the attached Exhibit A.

**SECTION TWO.**

The properties and parcels subject to annexation in Section One are hereby assigned the R-1 Single Family residential zoning district designations:

**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

Exhibit A

1. Camden County Parcel 02-8.0-33.0-000.0-001-013.000

Legal description:

All of the Northeast quarter of the Northwest quarter and all that part of the Northeast quarter of Section 33 and that part of the West half of Section 34, all in Township 40 North, Range 17 West, in Camden County, Missouri, described as follows:

Beginning at the North quarter corner of said Section 33; thence South 0°02' West along the West line of the Northeast quarter of Section 33 a distance of 1650.16 feet; thence leaving said West line and run South 62°50'25" East 1080.68 feet to the centerline of a road of ingress and egress 40 feet in width; thence along said centerline South 39°13' West 184.64 feet; thence leaving said centerline and run North 87°07'23" East 683.87 feet to the centerline of Lake Road 5-31; thence along said centerline South 6°13' East 100.0 feet; thence South 3°58' West 53.05 feet; thence leaving said centerline and run North 47°46'30" East 86.75 feet; thence South 68°50' East 679.25 feet; thence South a distance of 260.0 feet; thence North 86°52' East 748.69 feet to the centerline of a road of ingress and egress 40 feet in width; thence along said centerline South 17°29' East 76.97 feet; thence South 28°24' East 98.23 feet; thence South 34°21' East 438.13 feet; thence South 37°34' East 17.55 feet; thence leaving said centerline and run North 8°38' East 38.96 feet; thence South 65°40' East 400.17 feet; thence North 40°42' East 263.72 feet; thence South 41°50' East 693.4 feet to the centerline of a road of ingress and egress 40 feet in width; thence along said centerline North 72°11' East 73.2 feet; thence North 82°26' East 68.83 feet; thence North 83°07' East 303.3 feet; thence North 71°04' East 111.45 feet; thence North 62°08' East 296.48 feet; thence North 41°11' East 98.63 feet to the Southwest right-of-way line of Missouri State Highway Route 5; thence leaving said centerline and run along said right-of-way line South 41°46' East 108.52 feet to the East line of said West half of Section 34; thence leaving said Southwest right-of-way line and run North 0°26' West along said East line 226.82 feet to the Northeast right-of-way line of said highway; thence leaving said East line and run North 41°46' West along said right-of-way line 313.22 feet; thence leaving said right-of-way line and run on a bearing of North a distance of 1626.6 feet; thence run on a bearing of West 865.7 feet; thence North 1°21' East 56.1 feet; thence run on a bearing of West a distance of 544.8 feet; thence run on a bearing of North a distance of 161.2 feet; thence run on a bearing of West a distance of 310.5 feet; thence run on a bearing of North a distance of 318.56 feet; thence run on a bearing of West a distance of 689.0 feet to the West line of said Section 34; thence run on a bearing of North along said West line a distance of 955.68 feet to the Northwest corner thereof; thence run West along the North line of said Northeast quarter of Section 33 a distance of 2603.65 feet, more or less, to the point of beginning.

All that part of the Northeast Quarter of Section 33, Township 40 North, Range 17 West, Camden County, Missouri, being described by metes and bounds as follows: From the Northeast corner of said Northeast Quarter of Section 33, run South 0°06' East along the East line of said Northeast Quarter 491.87 feet for the point of beginning of the tract of land herein and hereby conveyed, thence continue South 0°06' East 311.62 feet, thence leaving said East line of the Northeast Quarter and run South 89°38' West 579.58 feet, thence North 39°13' West 398.1 feet, thence North 89°38' East 831.7 feet to the point of the beginning.

Containing 5.02 acres more or less.

SAVE AND EXCEPT THEREFROM an easement of ingress and egress over the existing roadways in the Northeast Quarter of Section 33, Township 40 North, Range 17 West, said easement to be joint between grantors, grantees, and the respective heirs, successors and assigns. Subject to utility easements.

2. Camden County Parcel 02-8.0-33.0-000.0-001-001.000

Legal description:

All that part of the Northeast Quarter of Section 33, Township 40 North, Range 17 West, Camden County, Missouri, being described by metes and bounds as follows: From the Northeast corner of said Northeast Quarter of Section 33, run South 0°06' East along the East line of said Northeast Quarter 244.47 feet for the point of beginning of the tract of land herein and hereby described; thence continue South 0°06' East 247.4 feet; thence leaving said East line of the Northeast Quarter and run South 89°38' West 831.7 feet; thence North 39°13' West 99.68 feet; thence North 0°06' West 169.31 feet; thence North 89°38' East

---

895.0 feet to the point of beginning. SAVE AND EXCEPT THEREFROM an easement of ingress and egress over the existing roadways in the Northeast Quarter of Section 33, Township 40 North, Range 17 West, said easement to be joint between First Parties, Second Parties and their respective heirs, successors and assigns.

TOGETHER with a joint easement as a means of ingress and egress over the existing roadways that lie between the aforescribed lands and the public road; said easement being the same as described in Book 494 Page 269 wherein Grantor took title to above described land. Said easement runs with the land.

Subject to all easements, restrictions, reservations and conditions of record and to all existing roads and power lines, whether of record or not.

**RESOLUTION NO. 2024-23**

**A RESOLUTION DETERMINING THE INTENT OF THE VILLAGE OF SUNRISE BEACH, MISSOURI, TO REIMBURSE ITSELF FOR CERTAIN CAPITAL EXPENDITURES IN CONNECTION WITH ACQUIRING, CONSTRUCTING, IMPROVING, EXTENDING, FURNISHING, AND EQUIPPING THE VILLAGE'S COMBINED WATERWORKS AND SEWERAGE SYSTEM.**

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

**Section 1.** The Village of Sunrise Beach, Missouri (the "Village") expects to incur capital expenditures in connection with acquiring, constructing, improving, extending, furnishing, and equipping the Village's combined waterworks and sewerage system, including wastewater treatment facility improvements (the "Project"), on and after the date hereof. The Village intends to reimburse itself for such expenditures with the proceeds of bonds or other obligations to be issued by the Village (the "Obligations"). The maximum net proceeds of Obligations expected to be issued for the Project is not expected to exceed \$3,000,000.

**Section 2.** This Resolution shall be in full force and effect from and after its passage by the Board of Trustees of the Village adoption.

**PASSED** by the Board of Trustees of the Village of Sunrise Beach, Missouri, this 15<sup>th</sup> day of October, 2024.

\_\_\_\_\_  
Chairman of the Board of Trustees

(SEAL)

ATTEST:

\_\_\_\_\_  
Village Manager/Clerk

**Resolution No. 2024-24**

**A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE BOARD OF TRUSTEES TO ENTER INTO CERTAIN AGREEMENTS WITH CM ARCHER GROUP PC (dba ARCHER-ELGIN) FOR PROFESSIONAL SERVICES RELATING TO NORTH WASTEWATER TREATMENT FACILITY IMPROVEMENTS (JET SKI ROAD) AND PRELIMINARY PLANNING FOR A CONTEMPLATED BOND ISSUE ELECTION RELATING TO FUTURE WATER AND SEWER SYSTEM IMPROVEMENTS**

**WHEREAS**, the Village of Sunrise Beach previously issued a Request for Qualifications for firms interested in providing professional services relating to the Village’s combined waterworks and sanitary sewer system, and the Village upon review of the submittals selected CM Archer Group PC (dba Archer-Elgin) as the firm most qualified to perform the work as specified; and

**WHEREAS**, the Village then engaged CM Archer Group to prepare an application for funding through the Missouri State Revolving Fund (SRF) program, seeking improvements to the North Wastewater Treatment Facility, and other improvements as may be desired, and SRF upon review included the proposed project on its Intended Use Plan, Planning List, with funding potentially available in 2025; and

**WHEREAS**, the North Wastewater Treatment Facility project is expected to use the remaining bonding capacity as authorized by Village voters in 2009, necessitating the Village seek further voter bonding authority in 2025, and the Village wishes to engage CM Archer for preliminary planning and cost estimates relating to the contemplated bond issue election;

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

1. The Chairman of the Board of Trustees is authorized and directed to enter into a Master Services Agreement with CM Archer Group PC (dba Archer-Elgin) in the form and manner as attached as Exhibit A, specifying terms and conditions of the Village’s ongoing consulting agreement.
2. The Chairman of the Board of Trustees is authorized and directed to enter into Task Order 1 with CM Archer Group PC (dba Archer-Elgin) in the form and manner as attached as Exhibit B, providing for certain professional services relating to planning, design and construction administration of the North Wastewater Treatment Facility Project (Jet Ski Road). The fees are as set out in Task Order 1 and are copied here as reference:

A – Design Phase	
SRF Required Environmental Review & Public Hearings	\$ 22,500.00
Construction Documents	\$ 200,000.00
B – Bidding	\$ 25,000.00
C – Construction Phase Engineering	\$ 173,000.00

D – Operation & Maintenance Manuals	\$ 18,000.00
E – Drawings Conforming to Const Records	<u>\$ 15,500.00</u>
Total =	\$ 454,000.00

3. The Chairman of the Board of Trustees is authorized and directed to enter into Task Order 2 with CM Archer Group PC (dba Archer-Elgin) in the form and manner as attached as Exhibit C, providing for certain professional services relating to planning and cost estimates of contemplated future water and sewer improvement projects in the Village of Sunrise Beach. The fee is set out in the Task Order and is copied here as reference:

a. Preliminary Opinion of Probable Cost \$12,500.00

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

Passed this 15<sup>th</sup> Day of October, 2024

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

**Attest**

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

**AGREEMENT FOR PROFESSIONAL SERVICES  
ONGOING CONSULTING ENGINEER**

**THIS AGREEMENT** is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between Village of Sunrise Beach, Missouri, hereinafter referred to as "OWNER", and CM Archer Group, P.C., hereinafter referred to as "ENGINEER," for engineering services as described in this Agreement.

**WHEREAS**, OWNER desires to retain ENGINEER, a professional engineering firm, to provide professional engineering, consulting and related services (“Services”) on one or more projects in which the OWNER is involved; and

**WHEREAS**, ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**SECTION I. PROJECT TASK ORDER**

- 1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a “Task Order.” A sample Task Order is attached to this Agreement and marked as Exhibit “A”. No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control.
- 1.3 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.

**SECTION II. RESPONSIBILITIES OF OWNER**

In addition to the responsibilities described in the attached Exhibit B, “CM Archer Group, P.C. Terms and Conditions for Professional Services,” paragraph 6, OWNER shall have the responsibilities described in Part 3 of each Task Order.

**SECTION III. COMPENSATION**

Compensation for ENGINEER’s Services shall be in accordance with Part 5 of each Task Order, and in accordance with paragraph 11 of the attached “CM Archer Group, P.C. Terms and Conditions for Professional Services.”

**SECTION IV. PERIODS OF SERVICE**

This agreement will be in force for a period of three years from the date executed and renewable for three successive one-year periods. If no action is taken at the end of each one year period by OWNER, the agreement is automatically extended for another one year period.

**SECTION V. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

The “CM Archer Group, P.C. Terms and Conditions for Professional Services,” which are attached hereto, are incorporated into this Agreement by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Village of Sunrise Beach, Missouri  
“OWNER”

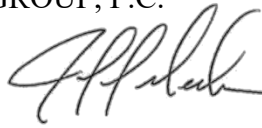
SIGNED: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS:

CM ARCHER GROUP, P.C.  
“ENGINEER”

SIGNED:  \_\_\_\_\_

BY: Jeff Medows

TITLE: President

ADDRESS: 310 E. 6<sup>th</sup> Street  
Rolla, MO 65401



**EXHIBIT A**  
**TASK ORDER**

This Task Order pertains to an Agreement by and between City of Licking, Missouri (“OWNER”), and CM Archer Group, P.C. (“ENGINEER”), dated \_\_\_\_\_, 20\_\_\_\_, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER:  
PROJECT NAME:

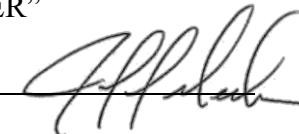
- PART 1.0 PROJECT DESCRIPTION:
- PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:
- PART 3.0 OWNER’S RESPONSIBILITIES:
- PART 4.0 PERIODS OF SERVICE:
- PART 5.0 PAYMENTS TO ENGINEER:
- PART 6.0 OTHER:

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

City of Licking, Missouri  
“OWNER”

CM ARCHER GROUP, P.C.  
“ENGINEER”

SIGNED \_\_\_\_\_  
BY \_\_\_\_\_  
TITLE \_\_\_\_\_

SIGNED   
BY Jeff Medows  
TITLE President

**Exhibit B**  
**CM Archer Group, P.C.**  
**Terms and Conditions for Professional Services**

**1. STANDARD OF PERFORMANCE**

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

**2. INSURANCE**

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. Upon request, OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for the claims covered by ENGINEER's insurance.

**3. OPINIONS OF PROBABLE COST (COST ESTIMATES)**

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

**4. CONSTRUCTION PROCEDURES**

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

**5. CONTROLLING LAW**

This Agreement is to be governed by the law of the State of Missouri.

**6. SERVICES AND INFORMATION**

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER and OWNER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

**7. SUCCESSORS AND ASSIGNS**

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

**8. RE-USE OF DOCUMENTS**

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any

other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

**9. TERMINATION OF AGREEMENT**

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

**10. SEVERABILITY**

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

**11. INVOICES**

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

**12. CHANGES**

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment may be made by mutual agreement of OWNER and ENGINEER, and the Agreement modified accordingly.

**13. CONTROLLING AGREEMENT**

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

**14. EQUAL EMPLOYMENT AND NONDISCRIMINATION**

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

**15. HAZARDOUS MATERIALS**

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER

acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an “arranger,” “operator,” “generator,” or “transporter” of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER’s services under this Agreement. If ENGINEER’s services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual’s or entity’s sole negligence or willful misconduct.

**16. EXECUTION**

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

**17. LIMITATION OF LIABILITY**

ENGINEER shall procure and maintain the insurance coverage required by this Agreement. OWNER agrees that the maximum limits therein represents the maximum liability in the aggregate of ENGINEER and ENGINEER’s consultants to OWNER and anyone claiming by, through or under OWNER, or to any third parties (including, without limitation, any contractors, subcontractors, suppliers or consultants providing any work or services to the Relevant Project or their employees or agents). Any and all claims, losses, costs or damages whatsoever arising out of, resulting from, or in any way relating to a Relevant Project, the Work Release for a Relevant Project, or the Services of a Relevant Project, from any cause or causes, including, but not limited to, negligence, professional errors or omissions, strict liability, or breach of contract or warranty (whether express or implied) of ENGINEER or ENGINEER’s Consultants (after collectively, “Claims”), shall not exceed the maximum of the unexhausted and available insurance limits of ENGINEER’s insurance policies (the “Limitation of Liability”), affording insurance coverage for the Claims at the time the liability for the Claims is fixed by judgment entered by a court of competent jurisdiction or by the execution of an enforceable Settlement Agreement. OWNER shall hold ENGINEER and ENGINEER’s Consultants, harmless from and against any liability arising or resulting from Claims in excess of the Limitation of Liability.

**18. LITIGATION SUPPORT**

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

**19. UTILITY LOCATION**

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER’s property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked.

**Village of Sunrise Beach, Missouri**  
**Wastewater Treatment Facility Improvements**

**TASK ORDER NO. 1**

This Task Order pertains to an Agreement by and between the Village of Sunrise Beach, Missouri, (“OWNER”), and CM Archer Group, P.C., dba Archer-Elgin (“ENGINEER”), dated \_\_\_\_\_, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. Upon execution, this Agreement as it pertains to the project described below.

PROJECT NAME: North Wastewater Treatment Facility Improvements

PART 1.0 PROJECT DESCRIPTION:

The scope of WWTF improvements shall be in accordance with the recommended improvements identified in the Sunrise Beach WWTP Improvements Facility Plan dated February 29, 2024.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

A. DESIGN PHASE

Upon authorization to proceed by OWNER, the ENGINEER will prepare plans and specifications showing the general scope, extent, and character of the improvements listed above. In addition, ENGINEER will furnish Instructions to Bidders, Contract Documents, and other forms and items of information necessary for seeking competitive Bids. Contract forms and bonds shall be submitted to OWNER’s legal counsel for review.

The plans and specifications will be submitted to all required regulatory agencies for their approval and such alterations made as they may require. The plans and specifications will also be submitted to any other agency, which might be involved in the financing of the project. Five complete sets of bid documents will be provided for OWNER’S use. Additional copies can be provided in accordance with the schedule of rates.

The design phase will be completed within 365 calendar days from the date of authorization to proceed by OWNER, subject to increases due to delays beyond ENGINEER’s control.

The ENGINEER will advise OWNER of the design progress at least monthly, advising OWNER of any adjustments to the opinion of probable construction costs.

## B. BIDDING PHASE SERVICES

ENGINEER shall perform Bidding Phase Engineering as follows:

Provide assistance in obtaining bids, answering questions, and preparing addendums during the bid letting, hold pre-bid meeting and site tour, open, review and tabulate bids, consult OWNER as to the acceptability of subcontractors proposed by the prime contractor(s), evaluation of bids and recommendation of award, and assembling and awarding contracts.

## C. CONSTRUCTION PHASE

ENGINEER shall perform Construction Phase Engineering as follows:

1. Construction Administration – ENGINEER shall: Draft and issue Notice of Award and Notice to Proceed documents, hold pre-construction conference, review Contractor submittals and shop drawings, provide contract document interpretation and response to requests for clarification, provide assistance to OWNER for equipment and materials procurement, hold monthly progress meetings, review contractor's schedule and work progress, review monthly pay applications, assist with grant reimbursements, observe and record construction startup and testing, review Contractor closeout documents, review final operations and maintenance manuals, and draft and execute project change orders.
2. Construction Observation – ENGINEER shall: conduct construction observations at least once per week for the duration of the construction contract.

## D. SURVEY, EASEMENTS, & ADDITIONAL CONSTRUCTION SERVICES

ENGINEER shall provide any topographic surveying necessary to perform the design services.

Drawings Conforming to Construction Records - This includes the preparation of final drawings conforming to construction records and providing two sets to the OWNER after completion of the project.

Preparation of operation and maintenance manuals

Construction Staking – ENGINEER shall provide one-time construction staking and layout of the proposed structures and alignments necessary for the Contractor to construct the improvements.

The ENGINEER agrees to take steps to ensure that disadvantaged business enterprises (DBE's) are utilized when possible as sources of supplies, equipment, construction, and services as required by 2 CFR 200.321.

#### DELIVERABLES

1. Engineer Sealed Plans, Specifications, and Bidding Documents and all Change Orders for the above scope of improvements. (One stamped hard copy and one stamped electronic PDF copy are to be submitted to MDNR for approval)

Assumptions include:

- This design will consider and build on the information presented in the applicable prior studies, construction documents, and reports.
- No geotechnical sampling, analyses, or studies will be conducted as part of this project.
- No sample collection or lab analysis. If required, City will be responsible for sample collection and lab analysis.
- No flow monitoring is included in the scope of services and if required, will be provided as an additional scope and fee item.

#### PART 3.0 OWNER'S RESPONSIBILITIES:

OWNER shall do the following in a timely manner so as not to delay the services of the ENGINEER:

- A. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this agreement.
- B. Provide all criteria and full information as to OWNER's requirements for the Project, including design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- C. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to the design or construction of the project.
- D. Arrange for access for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- E. OWNER agrees to indemnify, defend, and hold harmless ENGINEER and employees from and against all claims, losses, damages, cause of action, suits, liability, or every kind including all expenses of litigation, cost to cure, court costs, and attorney fees resulting from inaccurate or insufficient information, data, or instructions provided by the OWNER, employees, ENGINEER, or agents.

Owner shall furnish the following information:

1. Make available the data listed above.

2. Future growth projections from prior “planning” documents (confirm this is available).
3. Prior engineering reports, soils reports, and record drawings.
4. Equipment O&M manuals – we will review these at the WWTP and make copies as needed.

PART 4.0 PERIODS OF SERVICE:

Design to be complete and submitted to permitting authorities within 365 calendar days. Bidding Phase Services to be completed within 90 calendar days. The schedule for Construction Phase Services shall be determined upon completion of the Design Phase Services.

PART 5.0 PAYMENTS TO ENGINEER:

A. BASIC SERVICES

1. The OWNER shall compensate the ENGINEER for the tasks specified on a lump sum basis plus reimbursable expenses in the amounts and in the manner stated below:

A – Design Phase	
SRF Required Environmental Review & Public Hearings	\$ 22,500.00
Construction Documents	\$ 200,000.00
B – Bidding	\$ 25,000.00
C – Construction Phase Engineering	\$ 173,000.00
D – Operation & Maintenance Manuals	\$ 18,000.00
E – Drawings Conforming to Const Records	<u>\$ 15,500.00</u>
Total =	\$ 454,000.00

The above fees shall not be exceeded except by contract amendment.

B. PAYMENTS TO ENGINEER

Invoices will be submitted to OWNER by ENGINEER monthly based on a percent completion as determined by ENGINEER. Invoice will be due and payable upon receipt; the OWNER agrees to render all payments within thirty days of receipt of invoices. The OWNER shall make payment in accordance with section 8.960, RSMo.

PART 6.0 ADDITIONAL SERVICES:



In addition to the described basic services, the following services will be provided at additional cost, but ONLY UPON PRIOR WRITTEN APPROVAL OF THE OWNER.

- A. Specialized geotechnical, soils, hydraulic, or other additional engineering studies recommended by the ENGINEER.
- B. Preparation of environmental impact statements, Cultural Resource Assessments, or other documents not included under Basic Services.
- C. Services resulting from a significant change in the general scope, extent, or character of the Project or its design due to causes beyond ENGINEERS' control.
- D. Providing renderings or models for OWNER's use.
- E. Investigations and studies involving detailed consideration of operations, maintenance, and overhead expenses, providing value engineering during the course of design, or the preparation of rate schedules and appraisals, unless specifically included under Basic Services.
- F. Services resulting from the award of more separate prime contracts for construction, materials, or equipment for the Project than are contemplated under Basic Services.
- G. Providing property surveys, staking to enable Contractor(s) to proceed with their work, and other special field surveys, unless included under Basic Services.
- H. Preparation of operation and maintenance manuals unless included in Basic Services.
- I. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, or other legal or administrative proceeding involving the Project.
- J. Extra cost for contract administration and resident project representation performed beyond the construction contract completion date specified in the construction contract documents.
- K. Additional services in connection with the Project not otherwise provided for in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this AUTHORIZATION as of this date indicated below.

This Agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024

Village of Sunrise Beach, Missouri  
"OWNER"

CM Archer Group, P.C. dba Archer-Elgin  
"ENGINEER"

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: Jeff Medows, P.E.

TITLE: \_\_\_\_\_

TITLE: President

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

ADDRESS: 310 E. 6<sup>th</sup> Street  
Rolla, MO 65401

**Village of Sunrise Beach, Missouri**

**Bond Issue Project Evaluation**

**TASK ORDER NO. 2**

This Task Order pertains to an Agreement by and between the Village of Sunrise Beach, Missouri, (“OWNER”), and CM Archer Group, P.C., dba Archer-Elgin (“ENGINEER”), dated \_\_\_\_\_, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. Upon execution, this Agreement as it pertains to the project described below.

PROJECT NAME: Bond Issue Project Evaluation

PART 1.0 PROJECT DESCRIPTION:

The Village of Sunrise Beach desires to pursue authorization from the voters to issue revenue bonds for improvements to the water and wastewater systems. The Village has presented a list of areas that would benefit from extension of water and sewer service. The project scope is to develop an opinion of probable project cost for each of these areas.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

A. PRELIMINARY OPINION OF PROBABLE COST

Upon authorization to proceed by OWNER, the ENGINEER shall develop estimated quantities of water and wastewater mains and appurtenances required to provide water and wastewater service to the identified areas. Based upon industry experience and recent project bidding results, unit prices will be applied to the estimated quantities to develop an Opinion of Probable Project Cost for the OWNER to use in the Bond Election.

DELIVERABLES

1. Memorandum presenting estimated quantities and Opinion of Probable Project Costs.

Assumptions include:

- The existing water distribution and wastewater collection system has adequate capacity to accommodate the additional users.
- No hydraulic modeling or system analysis is included in this scope.
- All estimates shall be based upon available mapping, no field surveying will be conducted.
- Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, opinions of probable costs shall be made on the basis of ENGINEER’s experience and qualifications and represent

ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. ENGINEER cannot and does not guarantee that actual Project costs will not vary from opinions of probable cost prepared.

PART 3.0 OWNER'S RESPONSIBILITIES:

OWNER shall do the following in a timely manner so as not to delay the services of the ENGINEER:

- A. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this agreement.
- B. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to the design or construction of the project.
- C. Arrange for access for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- D. OWNER agrees to indemnify, defend, and hold harmless ENGINEER and employees from and against all claims, losses, damages, cause of action, suits, liability, or every kind including all expenses of litigation, cost to cure, court costs, and attorney fees resulting from inaccurate or insufficient information, data, or instructions provided by the OWNER, employees, ENGINEER, or agents.

PART 4.0 PERIODS OF SERVICE:

Services to be completed within 60 calendar days from Notice to Proceed.

PART 5.0 PAYMENTS TO ENGINEER:

A. BASIC SERVICES

- 1. The OWNER shall compensate the ENGINEER for the tasks specified on a lump sum basis plus reimbursable expenses in the amounts and in the manner stated below:

A – Preliminary Opinion of Probable Cost	\$12,500.00
--	-------------

The above fees shall not be exceeded except by contract amendment.

B. PAYMENTS TO ENGINEER

Invoices will be submitted to OWNER by ENGINEER monthly based on a percent completion as determined by ENGINEER. Invoice will be due and payable upon receipt; the OWNER agrees to render all payments within thirty days of receipt of invoices. The OWNER shall make payment in accordance with section 8.960, RSMo.

IN WITNESS WHEREOF, the parties hereto have made and executed this AUTHORIZATION as of this date indicated below.

This Agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024

Village of Sunrise Beach, Missouri  
"OWNER"

CM Archer Group, P.C. dba Archer-Elgin  
"ENGINEER"

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: Jeff Medows, P.E.

TITLE: \_\_\_\_\_

TITLE: President

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

ADDRESS: 310 E. 6<sup>th</sup> Street  
Rolla, MO 65401

**Sales Tax History**

distribution month

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Total</u>	<u>Pct increase (decrease)</u>
2024	\$28,717	\$24,110	\$27,344	\$51,385	\$41,798	\$48,116	\$87,051	\$54,777	\$84,258	\$0	\$0	\$0	\$447,555	
2023	\$16,506	\$20,009	\$25,475	\$27,156	\$39,567	\$38,296	\$79,099	\$75,094	\$70,409	\$57,542	\$47,467	\$45,587	\$542,208	10.5%
2022	\$26,481	\$29,370	\$20,859	\$24,432	\$38,886	\$38,393	\$59,776	\$71,032	\$55,255	\$45,342	\$53,800	\$27,082	\$490,707	9.2%
2021	\$10,645	\$27,844	\$17,805	\$14,365	\$52,131	\$43,851	\$35,578	\$109,007	\$53,538	\$11,168	\$52,874	\$20,452	\$449,258	-

**Use Tax History**

distribution month

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Total</u>	<u>Pct increase (decrease)</u>
2024	\$14,196	\$12,431	\$13,777	\$9,924	\$15,618	\$14,029	\$18,293	\$9,742	\$12,789	\$0	\$0	\$0	\$120,799	
2023	\$13,096	\$5,759	\$13,345	\$10,498	\$39,631	\$17,231	\$30,948	\$21,834	\$15,085	\$6,787	\$20,926	\$8,830	\$203,971	43.6%
2022	\$10,214	\$11,697	\$11,919	\$6,539	\$13,094	\$10,536	\$17,272	\$16,437	\$8,276	\$12,364	\$15,886	\$7,757	\$141,993	18.1%
2021	\$8,558	\$10,284	\$7,130	\$8,144	\$8,697	\$9,713	\$8,278	\$14,558	\$9,992	\$9,877	\$10,116	\$14,891	\$120,238	-

**Outstanding Debt**

*Preliminary, October 2024*

**Governmental Activities**

<u>Issue</u>	<u>Purpose</u>	<u>Principal Amount</u>	<u>Remaining principal amount, March 31, 2023</u>	<u>Interest rate</u>	<u>Total Principal + Interest due FY 26</u>	<u>Source of Funds</u>
2012 Lease Purchase (City Hall)	City Hall purchase	\$ 104,000	\$ 87,643	3.375%	\$ 4,752	SB Muni Dev Corp (Gen Fund)
2015 MTFC	MoDOT cost-share Hwy 5 widening	\$ 225,759	\$ 185,034	2.550%	\$ 25,863	Transportation
2021 Lease Purchase	Refinance 2013 COP issue / Road and street improvements	\$ 675,633	\$ 571,719	1.840%	\$ 62,855	Transportation
<b>Total</b>		<b>\$ 1,005,392</b>		<b>-</b>	<b>\$ 93,470</b>	

**Business-Type activities (Water and Sewer)**

<u>Issue</u>	<u>Purpose</u>	<u>Original Principal Amount</u>	<u>Remaining principal amount, March 31, 2023</u>	<u>Interest rate</u>	<u>Total Principal + Interest Due FY 26</u>	<u>Source of Funds</u>
2012 Bond issue	Phase 2 water project	\$ 2,895,000	\$ 2,285,727	2.500%	\$ 129,876	WS / Cap Imp
2013 Bond issue	Phase 1 sewer project	\$ 629,000	\$ 385,100	1.580%	\$ 37,309	WS / Cap Imp
2016 Bond issue	Phase 3 water project	\$ 315,000	\$ 214,000	1.200%	\$ 18,006	WS / Cap Imp
2021 Bond issue	Phase 2 sewer project	\$ 1,433,000	\$ 1,428,519	1.250%	\$ 53,262	WS / Cap Imp
2022 Small Borrower Loan	Old Sunrise Acres	\$ 100,000	\$ 100,000	1.290%	\$ 5,504	WS / Cap Imp
2023 Bond issue	Phase 3 sewer project	\$ 1,587,000	-	1.260%	\$ 87,782	WS / Cap Imp
<b>Total</b>		<b>\$ 6,959,000</b>	<b>\$ 4,413,346</b>	<b>-</b>	<b>\$ 331,739</b>	

**Fiscal Year summary**

**Governmental Activities**

<u>Note / Issue</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Due Fiscal Year 26</u>
2012 Lease Purchase	\$2,867	\$1,885	\$4,752
2015 MTFC	\$22,237	\$3,627	\$25,863
2021 Lease Purchase	\$54,040	\$8,814	\$62,855
<b>Total</b>	<b>\$79,144</b>	<b>\$14,326</b>	<b>\$93,470</b>

**Business Type Activities (Water and Sewer)**

<u>Note / Issue</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Due Fiscal Year 26</u>
2012 Bond issue	\$76,713	\$53,163	\$129,876
2013 Bond issue	\$32,000	\$5,309	\$37,309
2016 Bond issue	\$15,500	\$2,506	\$18,006
2021 Bond issue	\$35,791	\$17,471	\$53,262
2022 Small Borrower Loan	\$4,300	\$1,204	\$5,504
2023 Bond issue	\$68,000	\$19,782	\$87,782
<b>Total</b>	<b>\$232,304</b>	<b>\$99,435</b>	<b>\$331,739</b>



## LANDMARK DODGE

1900 S NOLAND RD  
INDEPENDENCE, MO 64055  
816-836-0100

Representative: Larry Wilson  
Cell: 816-651-6767

Client: Sunrise Beach Police Department  
Attn: Scott Craig  
Address: 32 Sunset Hills Ct.  
Sunrise Beach, Mo 65079  
Phone: 573-889-8595  
Email: [chief.craig@sunrisebeachmo.gov](mailto:chief.craig@sunrisebeachmo.gov)

Date: 10/4/2024  
Customer's PO:

## QUOTE

All quotes are good for 14 days.

QTY	DESCRIPTION	UNIT PRICE	TOTAL
	<b>State Contract # CC222374008</b>		
1	<b>2024 Durango Pursuit Vehicle AWD</b>	\$ 43,075.00	\$ 43,075.00
1	<b>JD-425-6677 DODGE DURANGO PURSUIT (2021+) INTEGRATED PRINTEK BROTHER CONSOLE JD-425- 6287 JOTTODESK FACEPLATE FOR PATHFINDER PF200 JD-425-6509 FP, 3", KENWOOD RM7535/KCH-20RV REMOTE HEAD</b>	\$ 683.76	\$ 683.76
1	<b>JD-425-6729 ABS DUAL CUP HOLDER FACEPLATE</b>	\$ 51.94	\$ 51.94
1	<b>JD-475-2014 ZRT GUN RACK-SINGLE WEAPON, PARTITION MOUNTED, VERTICAL</b>	\$ 695.00	\$ 695.00
1	<b>FED-HKB-DUR11-HP DODGE DURANGO HOOK KIT BRACKETS, NO ROOF RACK</b>	\$ 52.25	\$ 52.25
1	<b>ANT LARNMO150/450 3/4" NMO PERMANENT HOLE MOUNT WITH 17' CABLE</b>	\$ 14.57	\$ 14.57
1	<b>ANT LARNMO150/450 NMO ANT W/SPRING</b>	\$ 57.40	\$ 57.40
1	<b>MISC BRACKETS FUSE BLOCKS, FUSES, WIRE ETC</b>	\$ 375.00	\$ 375.00





October 7, 2024

**RE: SB-382 Water Bill (8/27/24 thru 9/25/24) in the Amount of \$3,724.33**

Dear Sunrise Beach Missouri Board of Trustees:

Thank you for taking the time to fit this review into your busy agenda.

We are requesting your consideration in providing “forgiveness” for a large volume water leak. The water was not turned on in the house itself yet thus 350,000 gallons (\$3,633.00) due to the leak was over and above the 4,000 gallon (\$46.89) monthly allotment/minimum fee. We have paid the bill in full. We realize flow of this large dollar value in and out of our city budget creates its own type of problem. Should you provide forgiveness related to this incident we will be more than happy to have it applied as a credit specific to Account SB-382 as opposed to receiving a refund. Please note, we are trying to make arrangements to be at the meeting and hopefully get to meet you all.

Respectfully,

Kristy and Wayne Bowles

358 Kansas City Way

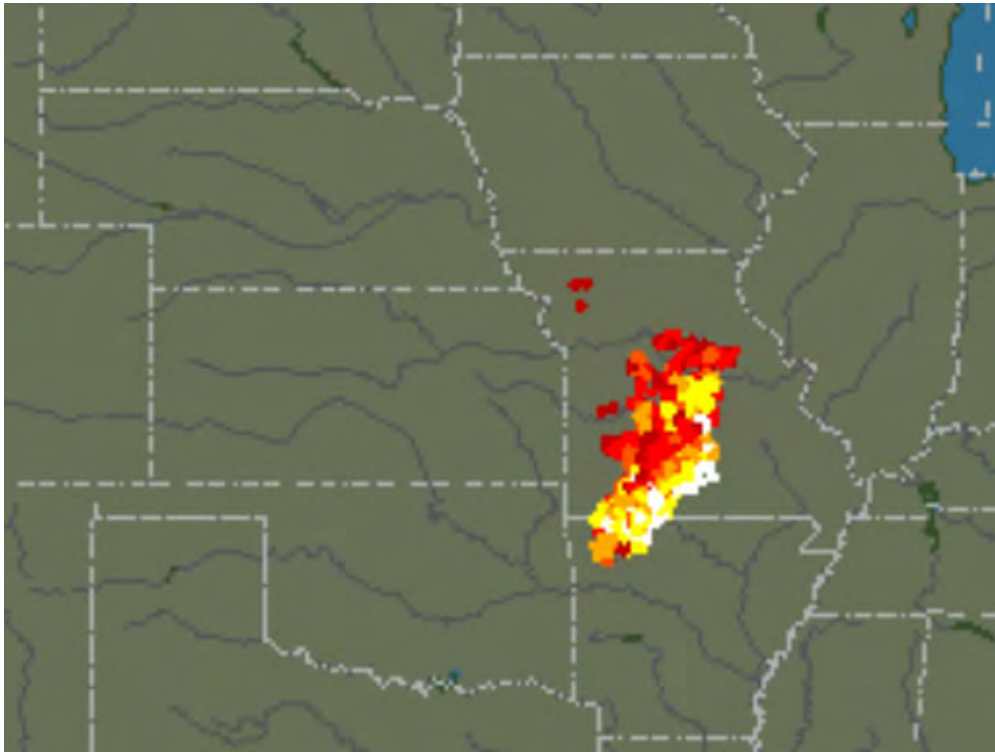
***NARRATIVE***

Late in the day on September 4<sup>th</sup> I reported what I thought was a main line water leak in front of our house that is under construction at 358 Kansas City Way. There was a small pool of water (nowhere near my water meter pit) that if you looked closely, could detect a ripple. I thought perhaps Summit had potentially nicked the water line when they installed my gas line several days prior and notified them as well the following morning. On September 5<sup>th</sup>, the SRB water crew promptly and courteously advised me that the leak was on “my side of the meter”.

After being notified by the SRB water crew, I immediately made arrangements to have the meter pit dug up and repaired within 3 hours. Both Summit personnel and the excavator, Anderson Construction, showed me the shutoff valve I had installed with a hole in it stating they had never seen anything like that before. (I had a shutoff valve installed to accommodate a yard hydrant and mitigate use of the one on the meter which I believe is incorrectly used by many account holders.) I subsequently stopped by the two local plumbing suppliers to show them the valve and they provided similar comments. I was unable to identify the manufacturer of the valve (typically on the handle which apparently was blown off by the stream of water and never found) so I could send it off to them for an analysis and opinion on what caused the failure.

The root cause of the hole found in the shutoff valve remains a mystery. As a result of the conversations with all of the aforementioned personnel having experience with valves, it is believed that the valve may have had a sand pit in the valve molding, and/or that an indirect lightning strike may have blown a hole in the valve or blew out the sand pit. It appears as if the hole was caused by an outside source but there are no impact marks on the valve. All concurred that it was not over tightened, or ripped loose by other construction activities. There has been no digging anywhere remotely close to the valve since the meter and shutoff were installed in mid-April of this year.

The only support I have to offer relative to an indirect lightning strike as the root cause for the valve damage is a historical lightning report from August 26, 2024 which is reported to be the last time the meter was read. There was no leak prior to August 26 (the house wasn't even turned on yet) however, the August 26<sup>th</sup> read shows 1,000 gallons usage thus this is believed to be when the leak started.



If you wish to view this live, go to link shown directly below

[https://www.blitzortung.org/en/historical\\_maps.php?map=30](https://www.blitzortung.org/en/historical_maps.php?map=30)

Set the variable selections to:

- North America for map
- 26 August 2024 for date
- 06:00 for time
- 48 hour for preview

Pictures of the Shutoff Valve



PAYROLL SUMMARY      AMOUNT PAID      TAXES WITHHELD      AMOUNT  
 SEPT 10- OCT 15 2024

EMPLOYEE	AMOUNT PAID	TAXES WITHHELD	AMOUNT
ANDY BAYERL	4,000.00	FEDERAL WITHHOLD	3370
SCOTT CRAIG	5407.5	MEDICARE EMPLY	586.43
PETE FOX	3280	SOCIAL SECURITY	2507.5
ERIN HAYS	3200	MO-WITHHOLD	1139
CHRIS HORN	3307.8	TOTAL	7602.93
TIM NORTH	1761.25		
STEVE ROTH	6153.84	EMPLR TX/CONTRBT	
SUSAN SCHNEIDER	700	MEDICARE CO	586.43
CHEYENNE SCHULTZ	4,000.00	SOCIAL SECURITY	2507.5
DALIA SHAMBURG	3040	MO-WITHHOLD	98.49
TROY SMITH	3360	TOTAL	3192.42
RACHEL SNELLING	3040		
TOTAL	41,250.39		
FINAL DUE	52045.74		

# CITY OF SUNRISE BEACH A/P Aging Summary

As of October 16, 2024

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Accurate Pest Management Inc.	0.00	105.00	0.00	0.00	0.00	105.00
APPLIED CONCEPTS, INC. STALKER RADAR	355.00	0.00	0.00	0.00	0.00	355.00
AT & T	91.16	0.00	0.00	0.00	0.00	91.16
CG'S MINI MART	0.00	0.00	0.00	0.00	-937.14	-937.14
CO-MO CONNECT	0.00	1,227.87	0.00	0.00	-38.22	1,189.65
CO-MO ELECTRIC	0.00	78.19	0.00	0.00	0.00	78.19
COLONIAL LIFE	0.00	242.16	0.00	0.00	0.00	242.16
eVolv Solutions	39.39	0.00	0.00	0.00	0.00	39.39
First Responder Outfitters-CAR	0.00	520.15	0.00	0.00	0.00	520.15
Lauber Municipal Law, LLC	0.00	2,839.50	0.00	0.00	0.00	2,839.50
LIBERTY NATIONAL	173.76	0.00	0.00	0.00	0.00	173.76
MILES CPA & ASSOCIATES LLC	0.00	9,250.00	0.00	0.00	0.00	9,250.00
Missour Municipal League	230.00	0.00	0.00	0.00	0.00	230.00
OFFICE BUSINESS EQUIPMENT	0.00	223.50	0.00	0.00	0.00	223.50
PORTER'S OF LAURIE	0.00	178.83	0.00	0.00	0.00	178.83
Pro-Vision	0.00	130.79	0.00	0.00	0.00	130.79
REPUBLIC SERVICES #435	0.00	89.23	0.00	0.00	0.00	89.23
StopStick Ltd	2,406.00	0.00	0.00	0.00	0.00	2,406.00
SUMMIT NATURAL GAS	0.00	15.00	0.00	0.00	0.00	15.00
SUNRISE BEACH FIRE PROTECTION DISTRI...	0.00	723.99	0.00	0.00	0.00	723.99
SUNRISE TRUE VALUE	0.00	16.81	0.00	0.00	0.00	16.81
UNITED HEALTHCARE	0.00	5,364.21	0.00	0.00	0.00	5,364.21
US BANK	0.00	184.00	0.00	0.00	0.00	184.00
VERIZON	0.00	34.90	0.00	0.00	0.00	34.90
<b>TOTAL</b>	<b>3,295.31</b>	<b>21,224.13</b>	<b>0.00</b>	<b>0.00</b>	<b>-975.36</b>	<b>23,544.08</b>

=24,519.44

**SUNRISE BEACH - WATER/SEWER FUND**  
**A/P Aging Summary**  
**As of October 9, 2024**

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Camden County Health Department	360.00	0.00	0.00	0.00	0.00	360.00
CO-MO ELECTRIC	4,917.92	0.00	0.00	0.00	0.00	4,917.92
Colonial Life	100.23	0.00	0.00	0.00	0.00	100.23
CORE & MAIN	30,305.73	0.00	0.00	0.00	0.00	30,305.73
FP MAILING SOLUTIONS	0.00	93.99	0.00	0.00	0.00	93.99
Liberty National	50.71	0.00	0.00	0.00	0.00	50.71
LOE	7,011.63	0.00	0.00	0.00	0.00	7,011.63
O'REILLY AUTO PARTS	65.49	0.00	0.00	0.00	0.00	65.49
On Lake Time Sunrise Beach LLC	365.70	0.00	0.00	0.00	0.00	365.70
OZARK READY MIX	1,001.75	0.00	0.00	0.00	0.00	1,001.75
PLUMB SUPPLY COMPANY - LAU	0.00	323.97	0.00	0.00	0.00	323.97
PORTERS BUILDING CENTERS	0.00	34.96	0.00	0.00	0.00	34.96
REEVES-WIEDEMAN COMPANY	0.00	17.24	0.00	0.00	0.00	17.24
RVS SOFTWARE	822.00	0.00	0.00	0.00	0.00	822.00
SMITH PAPER & JANITOR SUPPLY CO INC	1,115.04	0.00	0.00	0.00	0.00	1,115.04
SUNRISE BEACH FIRE PROTECTION DISTRI...	320.06	0.00	0.00	0.00	0.00	320.06
SUNRISE TRUE VALUE	25.18	0.00	0.00	0.00	0.00	25.18
UNITED HEALTHCARE	0.00	3,355.52	0.00	0.00	0.00	3,355.52
Verizon	52.35	0.00	0.00	0.00	0.00	52.35
WEBTROL	86.54	0.00	0.00	0.00	0.00	86.54
<b>TOTAL</b>	<b>46,600.33</b>	<b>3,825.68</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>50,426.01</b>

**SEPTEMBER BILLS DUE**

Paid ACH/CHECK

DATE	COMPANY	AMOUNT	DEPT
9/10/2024	A&R RENTAL	250	PW
9/11/2024	Amazon	135.75	GEN
9/11/2024	Septic Tank Parts	1390.9	SEWER
9/12/2024	Wood's Supermarket	121.54	GEN/WTR
9/12/2024	Asphalt Plant & Linn	537.29	PW
9/12/2024	Dollar General	88.25	GEN/WTR
9/13/2024	ADOBE	12.99	GEN
9/13/2024	SAMS CLUB	110.93	GEN
9/16/2024	FASTENAL	216.23	WTR
9/16/2024	A&B Rental Center	105	PW
9/17/2024	Woods	35.14	GEN
9/18/2024	Amazon	63.92	GEN
9/18/2024	Woods	5.21	GEN
9/18/2024	MRWA	400	WTR
9/20/2024	US Post Office	5.58	GEN
9/20/2024	Susan Reimbursemt	611.22	GEN
9/24/2024	Menards	130.01	WTR
9/24/2024	CG'S mini mart	14.99	
9/27/2024	Home Depot	503.53	PW
10/1/2024	Lagers	6696.13	GEN
10/1/2024	Woods	19.85	GEN
10/1/2024	Aflac	981.59	GEN
		498.21	WTR
		188.29	TRANS
	Cochran	11468.1	TRANS
	Porters	131.85	TRANS
	Colonial	64.85	TRANS
	United Health	2323.62	TRANS
	Magruder Limestone	354.59	TRANS
	Foley Equip Co	132.22	TRANS
	Liberty	50.71	TRANS
10/2/2024	Amazon	21.79	GEN
10/2/2024	Amazon	99.99	GEN
10/2/2024	Recorder of Deeds	9.75	GEN
10/3/2024	Scott Craig	25	SBPD
10/3/2024	Recorder of Deeds	3.5	GEN
10/3/2024	Recorder of Deeds	2.5	GEN
10/4/2024	Amazon	149.47	GEN/SBPD
10/8/2024	Great American P M	291.98	GEN
10/8/2024	Camden County	29.25	GEN
10/8/2024	Woods	26.82	GEN



**C295877-01**

**Change Order No. 5**

Date of Issuance: 010/3/2024

Effective Date: 10/3/24

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 5:** This change order is a modification of the contract time and the addition of 2 control valves on the sewer mains. One valve will be placed on the force main at Old Sunrise Acres and the other will be placed at the entrance of the COMO office building. All that is left on the contract to complete is the punch list items and the 2 valves. We would like to reduce the contractor's retainage to 1 percent of the contract.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$2,793,018.75	Original Contract Times: <b>270 days.</b> Substantial Completion: _____ Ready for Final Payment: _____
Change from previously approved Change Orders No. <u>0</u> to No. <u>4</u> :  \$299,604.20	<b>[Increase]</b> [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>4</u> : Oct 15, 2024 Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> <span style="float: right;">days</span>
Contract Price prior to this Change Order:  \$3,092,622.95	Contract Times prior to this Change Order: Substantial Completion: <b>Oct 15, 2024</b> Ready for Final Payment: _____ <span style="float: right;">days or dates</span>
[Increase] of this Change Order No 5:  \$5,000	<b>[Increase]</b> [Decrease] of this Change Order: Substantial Completion: <b>Dec 15, 2024</b> Ready for Final Payment: <u>0</u> <span style="float: right;">days or dates</span>
Contract Price incorporating this Change Order:  \$3,097,622.95	Contract Times with all approved Change Orders: Substantial Completion: <b>Dec 15, 2024</b> Ready for Final Payment: _____ <span style="float: right;">days or dates</span>

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: \_\_\_\_\_

Engineer (if required)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Owner (Authorized Signature)

Title \_\_\_\_\_

Date \_\_\_\_\_

By: \_\_\_\_\_

Contractor (Authorized Signature)

Title \_\_\_\_\_

Date \_\_\_\_\_

Approved by Funding Agency

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**APPLICATION AND CERTIFICATE FOR PAYMENT  
(PAY ESTIMATE)**

Original 1 of 1  
Page 1 of 2

2024 Asphalt Overlay Program

CONTRACTOR: HIGGINS ASPHALT

APPLICATION NO: \_\_\_\_\_

PROJECT NO: SC24-1581

OWNER: CITY OF SUNRISE BEACH

APPLICATION DATE: \_\_\_\_\_

COCHRAN ENGINEERING

PERIOD FROM: \_\_\_\_\_

ORIGINAL CONTRACT SUM:

\$521,023.35

NET CHANGE BY CHANGE ORDERS:

\$157,909.50

CONTRACT SUM TO DATE:

\$678,932.85

TOTAL COMPLETED & STORED TO DATE:

\$646,048.24

RETAINAGE 10%:

\$64,604.82

TOTAL EARNED LESS RETAINAGE:

\$581,443.41

LESS PREVIOUS CERTIFICATES OF PAYMENT:

\$0.00

CURRENT PAYMENT DUE:

\$581,443.41

CONTRACT TIME LIMIT DATE:

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

BY: 

OWNER:

BY: \_\_\_\_\_

DATE: 10-10-24

ENGINEER:

BY: \_\_\_\_\_

ORDER NO.	DATE APPROVED	ADDITIONS	DEDUCTIONS
1	8/21/24	\$ 114,023.00	
2	8/21/24	\$ 43,886.50	
TOTALS		\$157,909.50	\$0.00

NET CHANGE BY CHANGE ORDERS:

\$157,909.50

In accordance with the Contract Documents, based on site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED OF \$ \_\_\_\_\_ (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

Pay Estimate No.1

Item No	Description	Contract Quantity	Unit	Unit Price	Total	In Place Prev. Pay App	Installed This Period	\$ Installed This Pay App	Total In Place	Left to Finish	Unit
1	Mobilization	1	LS	\$ 7,887.50	\$ 7,887.50		1	\$7,887.50	\$7,887.50	0.00	LS
2	Traffic Control	1	LS	\$ 3,300.00	\$ 3,300.00		1	\$3,300.00	\$3,300.00	0.00	LS
3	Changeable Message	2	EA	\$ 4,345.00	\$ 8,690.00		2	\$8,690.00	\$8,690.00	0.00	EA
4	Pavt Milling 3" or less	4,216	SY	\$ 5.65	\$ 23,820.40		1816	\$10,260.40	\$10,260.40	2,400.00	SY
5	Asphalt Leveling Course BP1	162	TON	\$ 113.50	\$ 18,387.00		162	\$18,387.00	\$18,387.00	0.00	TON
6	Asphalt Surface Course BP1	3,185	TON	\$ 113.50	\$ 361,497.50		2777.53	\$315,249.66	\$315,249.66	407.47	TON
7	Part. Depth Pavt Repair	2,831	SY	\$ 30.00	\$ 84,930.00		2831	\$84,930.00	\$84,930.00	0.00	SY
8	Pavt Marking Lane Lines 4"	18,079	LF	\$ 0.63	\$ 11,389.77		15795	\$9,950.85	\$9,950.85	2,284.00	LF
9	Pavt Marking 24" Stop Bar	122	LF	\$ 9.19	\$ 1,121.18		107	\$983.33	\$983.33	15.00	LF
CO 1											
CO1-6	Asphalt Surface BP1	800	TON	\$ 113.50	\$ 90,800.00		800	\$90,800.00	\$90,800.00	0.00	TON
CO1-7	Part. Depth Pavt Repair	667	SY	\$ 30.00	\$ 20,010.00		1,617	\$48,510.00	\$48,510.00	-950.00	SY
CO1-8	Pavt Marking Lane Lines 4"	5,100	LF	\$ 0.63	\$ 3,213.00		5,100	\$3,213.00	\$3,213.00	0.00	LF
CO 2											
CO2-6	Asphalt Surface BP1	361	TON	\$ 113.50	\$ 40,973.50		361	\$40,973.50	\$40,973.50	0.00	TON
CO2-7	Part. Depth Pavt Repair	53	SY	\$ 30.00	\$ 1,590.00		53	\$1,590.00	\$1,590.00	0.00	SY
CO2-8	Pavt Marking Lane Lines 4"	2,100	LF	\$ 0.63	\$ 1,323.00		2,100	\$1,323.00	\$1,323.00	0.00	LF

Contract Total \$ 678,932.85

\$646,048.24 \$646,048.24

VERSION 1  
SEPTEMBER 12, 2024



PRESENTED BY: ART AMATO  
STEP GRANT MONITOR REPORT – SUNRISE BEACH POLICE DEPT.

## **Agency Background:**

On August 13<sup>th</sup>, 2024, I went to the Sunrise Beach Police Department and met with Chief Scott Craig to conduct a STEP Grant Monitoring for FY2023.

Sunrise Beach is a small municipality in Camden County, with a current estimated population of 475 residents.<sup>1</sup> The population of Sunrise Beach has been estimated to have increased by 29.1% since 2000. It should be noted, Camden County is one of Missouri's largest tourist attractions and the population increases exponentially in the summer and the permanent population does not consider the large influx of people and traffic in the area.

The Missouri State Highway Patrol PTS site shows that Sunrise Beach recorded a total of one hundred-nine (109) total crashes from 2021 through 2023, with zero (0) being a fatal crash; thirty-two (32) being personal injury crashes and seventy-seven (77) being property damage crashes. The citation data provided by Chief Craig showed the agency issued thirteen (13) DWI Violations, one-hundred eighty-four (184) Speeding Violations, seven (7) Seatbelt Violations, and zero (0) Child Passenger Safety Seat Violations in the prior year.

The Sunrise Beach Police Department took part in five (1) campaigns in 2023. Below is a breakdown for each of the campaigns.

<b>Campaign</b>	<b>Agency Name</b>	<b>Awarded</b>	<b>Used</b>
Holiday DWI Campaign	Sunrise Beach Police Dept.	\$2,000	\$1,095.36
Spring Impaired Driving Campaign	Sunrise Beach Police Dept.	<b>DNP</b>	<b>DNP</b>
Youth Seatbelt Campaign	Sunrise Beach Police Dept.	<b>No Resp</b>	<b>No Resp</b>
Click it or Ticket Campaign	Sunrise Beach Police Dept.	<b>DNP</b>	<b>DNP</b>
Drive Sober or Get Pulled Over Campaign	Sunrise Beach Police Dept.	<b>DNP</b>	<b>DNP</b>

## **Policies:**

Sunrise Beach PD currently does have Cell Phone/Distracted Driving policy and a copy was provided during the monitoring visit. It will be included as an attachment to this report.

Sunrise Beach PD currently does have Mobile Audio/Video policy and a copy was provided during the monitoring visit. It will be included as an attachment to this report.

I asked Chief Craig if the agency was current on reporting crash reports to the Missouri State Highway Patrol, and he said the agency was, and the reports are filed electronically. The department currently uses the "LETS 5" system and crash reports are submitted electronically.

---

<sup>1</sup> City-Data.com – 2022 Estimate

### **In Car/Body Camera Video:**

Chief Craig indicated that the department currently has three (3) in-car video cameras (10-8 System) and five (5) body cameras (Pro-Vision) that are used by patrol personnel. Video from the body cameras is stored in “the cloud” and the in-car camera video is downloaded from SD cards directly to a department computer. The systems require a login/password combination and the video is controlled by the department administration.

### **GPS Capability:**

Sunrise Beach PD does have an active GPS system (Verizon Connect) in two of their patrol vehicles and it can be reviewed in real time by the agency.

### **Mobile Ticketing/Tracking Citations:**

Sunrise Beach PD currently does utilize a mobile ticketing system (Omnigo) that works in conjunction with their courts as part of their records management system. Citations and warnings are logged at the time of the stop, and an electronic record of the stop is created. I recommended to Chief Craig that he periodically compare a grant shift log sheet to the electronic log randomly and periodically to ensure the activity matches up, which he said he is already doing. I also suggested that the officers continue to use a handwritten log sheet to ensure that all of the citations and warnings were recorded to capture the most complete data possible.

### **Grant Accessibility:**

When funds are received, Chief Craig said he determines how many shifts can be worked, then notifies the officers by posting sending an email to each of the officers who can work the overtime. He also tracks their shifts using a calendar and both are saved with the grant paperwork and can be retrieved at a later time. Chief Craig said there are five (5) full time officers

### **Tracking Officer Activity:**

Currently officers complete a department provided handwritten log of their activity which is turned in at the completion of the shift. Chief Craig provided me with several copies of log sheets created during enforcement activity and they will be included as attachments to this report.

I later provided Chief Craig with an electronic copy of a recommended log sheet and I will recommend but not require that the log sheet be used on each shift as it supplies a permanent record of the activity and provides a means to conduct a “spot” check against the electronic records from the records management system. Chief Craig said he periodically conducts such spot checks to ensure the officers are efficiently working the grants program. A written log sheet also allows for complete data collection of citations and warnings which are usually not fully entered into the electronic citation system.

### **Tracking Officer Overtime:**

An overtime request form is submitted with after the shift and submitted with the officer's time sheet and overtime is approved by the Lieutenant. The department currently uses an "Overtime Form" and two (2) copies of submitted forms were provided to me and will be included as an attachment with this report. Chief Craig said the overtime has to be approved prior to the shift being worked, so he knows who will be working during each of the campaigns.

### **Enforcement Locations:**

I asked Chief Craig how enforcement locations were determined, and he stated the department focused on the major roadways and he also tracks high crash locations throughout the city and has the officers working the enforcement focus on those roadways at the time the most crashes are occurring. A copy of his crash analysis is included in this report as an attachment.

### **Final Suggestions/Concerns:**

I asked Chief Craig if the department were conducting any specific operations and/or programs that they would recommend as a "Best Practices" program, even if the program is not specific to traffic safety, he indicated the department has participated in the "Shop with a Hero" program and there is a fair in the fall that the agency is involved with.

I asked Chief Craig if he had any training issues, and he indicated that currently he couldn't think of any specific issues or need for training.

I asked Chief Craig if he had any equipment issues, and he said he doesn't have any specific issues, and that they currently have an AS/IV breath instrument. The department currently also has three (3) Preliminary Breath Test Units; four (4) Radar Units, three (3) in-car Video Cameras and five (5) Body Cameras for use within the agency.

Chief Craig is familiar with state and federal grants and is actively pursuing funding from a variety of sources. Chief Craig also said the agency works with area businesses to obtain funding for special programs.

I asked Chief Craig if he encouraged officers to "Look Beyond the Stop" and he said he did, but currently he couldn't recall any recent specific incidents where a larger case was developed as a result of overtime enforcement.

I asked Chief Craig if the agency had any personnel issues that would prohibit participation in the campaigns, and he said the department was recently approved to hire two (2) more officers and hopes to add another in the future.

## **Recommendations:**

### **Policies:**

Sunrise Beach Police Department currently has a cell phone/distracted driving policy and an audio/video policy. No recommendations will be made at this time.

### **GPS Capability:**

GPS technology is currently being used by the agency in two (2) of the patrol units. A recommendation will be made to include the technology in all of the vehicles as funding is made available.

### **Mobile Ticketing:**

The agency currently has a mobile ticketing system that works in conjunction with their records management system that is working well for their needs. I recommended to Chief Craig that he periodically compare a grant shift log sheet to the electronic log randomly and periodically to ensure the activity matches up, which he said he is already doing. I also suggested that the officers continue to use a handwritten log sheet to ensure that all of the citations and warnings were recorded to capture the most complete data possible.

### **Grant Accessibility:**

All the officers are given consideration for grant shifts, an email is sent and later preserved with the grant files announcing the funding availability and the officer's shifts are recorded and also kept with the grant files. No recommendations will be made at this time.

### **Tracking Officer Activity:**

Currently officer activity is tracked using a handwritten log sheet and enforcement data is recorded at the time of the shift. I recommended using the sample log sheet to document activity and supply all warning and citation data and it also provides a mechanism to "spot check" against the electronic records.

### **Tracking Officer Overtime:**

The department currently uses a "Grant Overtime Form" which is approved by the department administration. No recommendations will be made for this category.

### **Tracking Citations:**

An internal tracking number based on the date/time is created at the time a citation is issued using the electronic citation system, and the citation is turned in at the end of the shift or within a few days of being issued. Ensure that citations are turned in as soon as possible after the end of a shift, and that the dates/times coincide with the activity logs of the officers. A recommendation to periodically check the citation data against the written log sheet and dispatch logs will be made to "Spot Check" the officer activity.



### **Enforcement Locations:**

Enforcement locations are currently based on historical data as well as an analysis of crash data by location and time. Chief Craig said he was familiar with the Missouri State Highway Patrol Interactive Crash Map as well as the SaveMOLives crash data on the MoDOT site. No recommendation will be made

### **Requested Documentation:**

No documentation is requested at this time, Chief Craig provided me with many of the department forms during the monitoring visit and they will be included in this report as attachments.