



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

BOARD OF TRUSTEES MEETING

Tuesday, November 12, 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 October 15, 2024 regular meeting
5. Public Hearing, Voluntary Annexation
 - a. A public hearing to hear comments on a petition for voluntary annexation of property located at 17550 N. Highway 5, Camden County Parcel No. 02-8.0-33.0-000.0-001-010.000; Carl Morales, owner.
6. Presentations
 - a. Missouri Rural Services, Hall of Fame Safety Award
7. Chairman of the Board report
 - a. Appoint Melvin Chittum to Planning and Zoning Commission
8. Visitor Comments
9. Ordinances and Resolutions
 - a. Bill No. 2024-23 An Ordinance Adopting the Village of Sunrise Beach Budget for the 2026 Fiscal Year; Thereby Adopting the Schedules of Revenues and Expenditures for Each Fund, and the Capital Outlay, Debt Service and Employee Pay and Benefits Plans, Together as Contained Therein (*first reading*)
 - b. Bill No. 2024-24 An Ordinance Accepting and Approving an Employment Agreement by and between the Village of Sunrise Beach, Missouri and Scott Craig, Chief of Police (*first reading*)
 - c. Bill No. 2024-25 An Ordinance Accepting and Approving an Employment Agreement by and between the Village of Sunrise Beach, Missouri and Steve Roth, Village Manager (*first reading*)
 - d. Bill No. 2024-26 An Ordinance Approving a Petition for Voluntary Annexation Filed by Carl Morales 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 reading*)

- e. Resolution 2024-25 A Resolution Establishing Regular Hours of Operation for the City Hall Administration and Public Works Departments
- 10. Old Business
 - a. Bill No. 2024-20 An Ordinance Adopting a New Floodplain Management Ordinance for the Village of Sunrise Beach, Missouri (*second reading*)
- 11. City Administrator report
 - a. FY 24 audit report
 - b. Website proposal
- 12. Chief of Police report
- 13. Committee reports
 - a. Finance
 - i. Approve the List of Bills
 - ii. Approve Change Order 1 and Pay Application 2 (FINAL), Higgins Asphalt, 2024 Preventive Pavement Maintenance program, \$64,604.83
- 14. Adjourn

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

Posted: _____

Date and time

By: _____

Erin Hays, City Clerk



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BOARD OF TRUSTEES MEETING MINUTES

TUESDAY OCTOBER 15.2024

Regular Board Meeting - 5:00p.m.

Call to Order: 5:00p.m.

Roll Call:	Susan Schneider	Present
	Greg Gordon	Present
	Steve Barthol	Present
	Steve Carter	Late
	Michael George	Present

Attendance; Steve Roth City Manager, Erin Hays City Clerk. Chief Craig SBPD, Jeff Meadows from Archer Elgin, visitors Melvin Chittom, Wayne and Christie Bowles.

Motion to approve the agenda Greg Gordon, Second Steve Barthol, all in favor. Approved

Motion to approve the minutes from September 9, 2024, regular meeting Steve Barthol, second Greg Gordon, all in favor. Approved

Public Hearing Voluntary Annexation.

A public hearing to hear comments on a petition for voluntary annexation of property generally located in the area of 17698 N. Hwy 5 north of the Co-MO 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.

Presentations: Jeff Meadows spoke about the Wastewater System Improvements Facility Plan & SRF Financing. Mr. Meadows provided a Project Schedule and a Opinion of Probable Project Cost of \$2.65 million dollars (2024 dollars).

Chairman of the Board Report: Susan Schneider spoke on the Bond Issue on the 2025 Election Ballot. Susan Schneider announced that the UV lighting will be year-round at the South Treatment Plant.

Visitor Comments: Melvin Chittom inquired about the lining of the newly paved areas and was assured the lining would be added for completion.

Ordinances and Resolutions

BILL NO. 2024-19 AN ORDINANCE OF THE VILLAGE OF SUNRISE BEACH ESTABLISHING VARIOUS OFFICES FOR PURPOSES OF CODIFICATION IN THE VILLAGE CODE OF ORDINANCES (first and second read)

Motion for 1st read Greg Gordon second Michael George all in favor.

Motion for 2nd read Steve Barthol second Greg Gordon Roll Call

Susan Schneider, aye; Greg Gordon, aye; Steve Barthol, aye; Michael George aye. Approved

BILL NO. 2024 – 20 AN ORDINANCE ADOPTING A NEW FLOODPLAIN MANAGEMENT ORDINANCE FOR THE VILLAGE OF SUNRISE BEACH MISSOURI (first reading)

Motion for first reading Steve Barthol, second Michael George all in favor. Approved.

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)

Motion to for first read Steve Barthol, second Greg Gordon, all in favor

Motion for approval second read Steve Barthol, second Greg Gordon, Roll Call

Susan Schneider; Steve Barthol; Michael George, Greg Gordon. Approved

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

Motion to approve Greg Gordon, second Steve Barthol, all in favor. Approved

RESOLUTION 2024-24 A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE BOARD OF TRUSTEES TO ENTER INTO AN CERTAIN AGREEMENTS WITH CM ARCHER GROPC (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

Motion for approval Steve Barthol, second Michael George, all in favor. Approved

Old Business: None

City Admin Report: City Manager Steve Roth spoke of the sales tax revenue being up for the past month. Next year's budget will be coming soon

Budget Report

Catastrophic water bill forgiveness request for Wayne and Christie Bowles \$ 3,633.00

Motion to approve Steve Barthol, second Michael George, all in favor. Approved.

Chief of Police Report; Chief Craig read his report and asked for a motion to approve the difference in cost of the Dodge Durango from \$19,250.00 to \$55,000.00

Dodge Durango, purchase motion Steve Barthol, second Greg Gordon, all in favor. Approved

Committee report

Finance: Approve the list of Bills; Motion Steve Barthol, second Steve Carter, all in favor.
Approved

Approve Phase III Sewer Project Change Order 5, adding two control valves and extending contract time to December 15, 2024.

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

Approve Pay Application 1, Higgins Asphalt, 2024 Preventive Pavement maintenance program, \$ 581,443.41

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

Pay Application 13 Shoreline Phase III motion to Steve Barthol, second Steve Carter, all in favor.
Approved.

Change Order #6 (add 1 customer) motion Steve Barthol, second Steve Carter, all in favor.
Approved.

Motion to adjourn Steve Barthol, second Steve Carter, all in favor. Adjourned 5:45p.m,

Erin Hays, City Clerk

Susan Schneider Chairman of the Board



November 7, 2024

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

Hello everyone,

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

1. **Public Hearing, Voluntary Annexation, Carl Morales.** We have a public hearing for annexation of the Lakewide Yacht Brokerage property, 17550 N. Highway 5, owned by Carl Morales. The property is located just south of the CoMO Connect property and contains approximately 5.19 acres. The City had discussions with Mr. Morales earlier this year but he was not interested in annexation at that time. He has now reconsidered and submitted his request earlier in October. Mr. Morales is not requesting water and sewer services at this time and understands that any future connections would be at his expense. Mr. Morales is requesting C-2 zoning for the parcel, which specifically lists “boat sales” as a permitted use. The Planning and Zoning Commission was scheduled to review this Nov. 4 but that meeting was cancelled due to an incorrect date on the meeting agenda (my mistake). Regardless the annexation and requested zoning in my opinion is routine. The public hearing is required by statute, and the first reading of a bill to accept the annexation is also on the agenda.
2. **Bill 2024-23, Budget adoption.** This bill provides for the adoption of the FY 26 budget, which becomes effective January 1. The budget is in preliminary form and may be revised based on Board discussion and other review. The bill is scheduled for a first reading only, with the second and final reading scheduled for Dec. 9. The budget is also subject to a public hearing, which also will be scheduled for Dec. 9. The main budget features are as follows:
 - Addition of a sixth full-time officer for the Police Department. Entry level pay budgeted at \$21.00 hourly; \$43,680 annually.
 - Funding for the Phase 4 sewer project engineering (\$250,000). This will be reimbursed once the project reaches final approval through Missouri SRF. We would hopefully close on the project in fall, 2025, with construction to follow.
 - We are “shopping” the health care renewal and have received two proposals so far, with a third pending. This will be presented to the Board for approval in December. The current healthcare budget is \$11,500 per employee annually, which I am hoping to maintain or possibly reduce.
 - We are considering employee pay increases and do not have a firm proposal just yet. I would like to increase pay a minimum of 3 percent and hopefully more. The budget as

presented includes projected personnel costs, though these of course are not final and subject to further Board review.

- The proposed Police Payscale for FY 26 is included in the budget document. We are proposing to increase the base pay by \$1.00 per hour, and maintain the current 1.5 percent increase between steps.
- The Capital Outlay schedule is included in the budget document and is included here as reference. The main spending items are a Single-Axle dump truck (used), to be outfitted with a snowplow and spreader, and a new Police Vehicle, which would be paid (75%) through a grant. I am including \$25,000 in City Hall planning, which would be somewhat preliminary in nature. If we want to move on actual design in the coming year (both new build or renovation of existing building) we would need to increase the budget.

Capital Outlay
proposed Jan 1

Department	Project	FY 26 budget
Administration	City Hall planning	\$25,000.00
Administration	Website	\$5,000.00
Police	New vehicle (grant)	\$60,000.00
Public Works	2025 Road improvement	\$400,000.00
Public Works	Single axle dump truck	\$40,000.00
Public Works	Utility Bed for Chevy pickup	\$10,000.00
Public Works	Snowplow and spreader	\$10,000.00
Public Works	Public Works yard + building	\$30,000.00
Water and Sewer	Meter replacements	\$30,000.00
Water and Sewer	Phase 4 project engineering	\$250,000.00

- With respect to road improvements, I am currently proposing a \$400,000 paving project in summer-fall 2025. This is something of a “push” in the budget and would require revenues to be strong over the next several months. We are tentatively focusing on Cliff Drive, though this is subject to more review and discussion. We are not budgeting for the two potential grant projects (Beachwood and American Legion-Eddie); we will address these when / if these projects are awarded.
- We are proposing to begin the year with Reserves and Balances as shown in the below table. This assumes that the Phase III Sewer project (Brulez) and the 2024 paving (Higgins Asphalt) are both fully paid by the end of the year. I feel these reserves are generally healthy but likely will be spent down a bit as we move through the fiscal year, especially Capital Improvements, which is our main source of funding for our Water-Sewer debt service. Transportation is less encumbered though we do have approximately \$100K in debt to be paid out of this fund as well. General Fund is a strength, and we likely will lean on this fund

more than in past years, especially for cash-flow purposes.

Reserves and Balances

General Fund	\$350,000
Transportation	\$425,000
Capital Improvements	\$550,000
ARPA	\$0
Law Enforcement Training Fund	\$8,345
Water and Sewer	\$150,000
Repair and Replacement	\$30,000

- We are projecting approximately \$640,000 in Water-Sewer revenues in the coming year, with a total customer count currently at 382. The \$640K in revenues would cover an anticipated \$510,000 in operating expenditures, but with little left over for capital spending or debt service, which would primarily be covered through Capital Improvements Sales Tax. This in my opinion is the single biggest weakness in the budget. Total W-S debt service for FY 26 is \$331K, which essentially is all of the projected sales tax receipts over the coming year. We are not proposing any increase in Water-Sewer user charges at this time, but this is something that will have to be considered in the context of the Phase 4 sewer project.
 - The budget in total in my opinion is pretty strong, though is always a work-in-progress. I would like to provide better reporting to the Board but would note that we have certain limitations of software (both Quickbooks and the new SUBS Utility Billing) and we will need some time to develop this into a better form. While our operation is pretty small the budget is in fact somewhat complicated, drawing on numerous funds and with many capital items and debt service to juggle. The Water and Sewer system remains “under construction,” with numerous projects remaining to fully build out the system. We would expect to use as a combination of grants and loans to accomplish this, but the maintenance and debt service costs together are only expected to increase. Fortunately we have grown our revenues significantly over the past year with annexations and new businesses, and continued growth will be very important to continue to support the system.
3. **Bill 2024-24, Chief of Police employment contract.** This bill accepts an employment agreement with Chief Craig for the Chief of Police position. The agreement is in a form initially supplied by the Missouri Police Chiefs Association, which was then revised by myself and the City Attorney. The agreement does not include a pay increase, which is done instead through the budget process. The agreement includes a four-month severance in the event of involuntary termination, which I feel is reasonable. The agreement does not include any particular special provisions, other than what is currently in place now. I have no objection to the agreement as presented and would recommend approval. Please note this is scheduled for a first reading only, with the second and final reading set for December.
 4. **Bill 2024-25 City Manager employment agreement.** This bill accepts an updated employment agreement for my position. I have been working under a previous agreement, which was fine but I felt could be spelled out further, for benefit of both the City and myself. The initial form of what is proposed here came from a template from the International City Management Association, which I then forwarded to Chairman Schneider and the City Attorney, who put the agreement into its final form. It is a standard agreement in my opinion and also mimics the Chief of Police agreement in the

pay and severance provisions. This agreement also does not include any pay increase, which is handled instead as part of the budget process. The only provision that is different from the Personnel Manual provisions is three weeks' vacation, which is in my current agreement. This agreement does include provisions relating to an annual review with the Board; this could be scheduled for the December meeting, or some other date, if the Board desires. Similar to the Chief agreement, this bill is scheduled for a first reading only, with the final reading set for December. I would defer to the Chairman and City Attorney for further discussion on this item.

5. **Bill 2024-25, Annexation.** This bill accepts the voluntary annexation discussed earlier in this report. This annexation in our judgment is routine and we would recommend approval. The bill is scheduled for the first reading only, with the second reading set for December 9 meeting.
6. **Resolution 2024-25, City Hall office hours.** This Resolution formally establishes office hours for the City Hall offices as well as Public Works. We have previously done this at the direction of the Chairman but would defer to the Board for formal acceptance. The regular hours would essentially be 8 a.m. to 4:30 p.m. year-round (Monday through Thursday) with Friday hours varying during the fall/winter and spring/summer. We used the 7 a.m. to 3 p.m. Friday schedule this past summer and I felt it worked very well. The 7 a.m. start during the fall/winter seems too early and thus we would go to 8 a.m. to 4 p.m. Fridays during the off-season. The general office hours of 8 a.m. to 4:30 p.m. I also feel would work very well. I can address further questions on this topic at the meeting.
7. **Bill 2024-20, Floodplain ordinance.** This bill was given a first reading in October and is scheduled for a second and final reading here. As noted last month, the bill updates the City's Floodplain Management ordinance, which General Code had discovered was out of date through the codification process. 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. It's important to note that any existing construction within the floodplain would essentially be grandfathered, subject to certain provisions. The City Attorney has reviewed this ordinance and has approved it as to form. The ordinance basically is required if we want to maintain good standing with the National Flood Insurance Program (NFIP), and we would request approval.
8. **FY 24 audit report.** This is an agenda item to briefly review the FY 24 audit, which was completed last month by auditor Mary Miles, Miles CPA & Associates LLC. Copies are included in the Board packet. The audit in general I feel is quite strong, with positive growth in fund balances and overall net position. There were no "material weaknesses" or "significant deficiencies" noted, which of course is also a positive. The audit also includes a federal "Single Audit," which reviews federal revenues and expenditures. We show a total of \$2.58 million in federal expenditures, primarily for Water-Sewer but also for police and general fund. These funds of course are critical to our operation. Please note that the period covered by this audit is April 1, 2023 – March 31, 2024, which covers the time period including staff turnover and a change in the Board composition. If the Board wants Ms. Miles to present the report at a later meeting she can do that.
9. **Website proposal.** This is an agenda item to consider a proposal from Civic Plus to design and implement a new City website. The request is part of the FY 26 budget but we would like authority to move on it now, in anticipation of an early 2025 launch. The proposal is very cost-effective in my opinion; \$570 one-time design fee and \$2,775 annual maintenance and support. CivicPlus is very common in the municipal government world and I feel is a very simple and easy to use solution. Examples in our area include Camdenton [City of Camdenton](#) and Versailles [Versailles, MO | Official Website](#), among others. If the Board does want to move forward we would put out a call to the

community for photos to be used on the site. I will provide further information on this item at the meeting.

10. **Information items / updates.**

- a. **Codification process.** We received the draft codification documents in September, with a list of 160 questions to be considered. We completed this task and sent it back to General Code earlier this month. This is a major project and one that I feel has gone very well to this point. Chief Craig and myself have done the bulk of the work, with assistance from Chairman Schneider, the City Attorney and other City staff. The next step is to get the final draft back from General Code, which ideally we would receive before Christmas but likely will wait until after the first of the year. Final adoption by the Board then would be scheduled hopefully by February, at latest.
- b. **Newsletter.** The next newsletter is planned to be mailed later this month, before Thanksgiving weekend. We want to take a Board photo at the meeting. If anyone has suggestion for the newsletter please reach out to me. It is due to the printer by Nov. 15.
- c. **Phase III sewer.** This project has been on hold in recent weeks, with mostly punch list items remaining. I would like to see a final Pay App in December, but we will see.

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

November 7, 2024

In the month of October officers responded to seventy-five calls for service, had five hundred and sixty six self-initiated activities, sixty citations and one hundred and eighteen warnings.

The radar signs donated by Chris & Kerri Wilson of the Wilson Family Foundation have been received and are being deployed. These signs are having a big effect in areas where they are deployed. Our posts on the city streets are not durable enough to hold the sign, Public Works told me that they will order some posts so we can deploy the signs on city streets as well as the highway.

The 2024 Durango has been purchased and is currently being fitted with all necessary equipment. It is my hope that the Durango will be finished in the next few days but may take as long as the fifteenth. The 2011 Tahoe has been decommissioned and will be getting listed on govdeals.com soon to be sold as surplus property. It is also my intention to sell the PD John Deere Gator as surplus property as the Department and Public Works has had little use for it.

Lt Schultz, Officer North and I have completed the instructor training for the new Taser 10's. Officer North will be stepping up as the department Taser Instructor and will be training Officer Fox and Officer Horn later this month.

Missouri Department of Public Safety released a grant for \$9,999. This grant is a fully funded grant, meaning the City would have to purchase items but would be fully reimbursed by the grant. On this grant I will be applying for evidence collection kits, trauma kits, officer safety equipment and a computer to replace mine as it is regularly having critical failure.

We were awarded an overtime grant for \$2,000.00. The grant will fund officers overtime for the purpose of DWI enforcement November 27, 2024 – January 1, 2025.

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

Scott Craig, Chief of Police



October 28, 2024

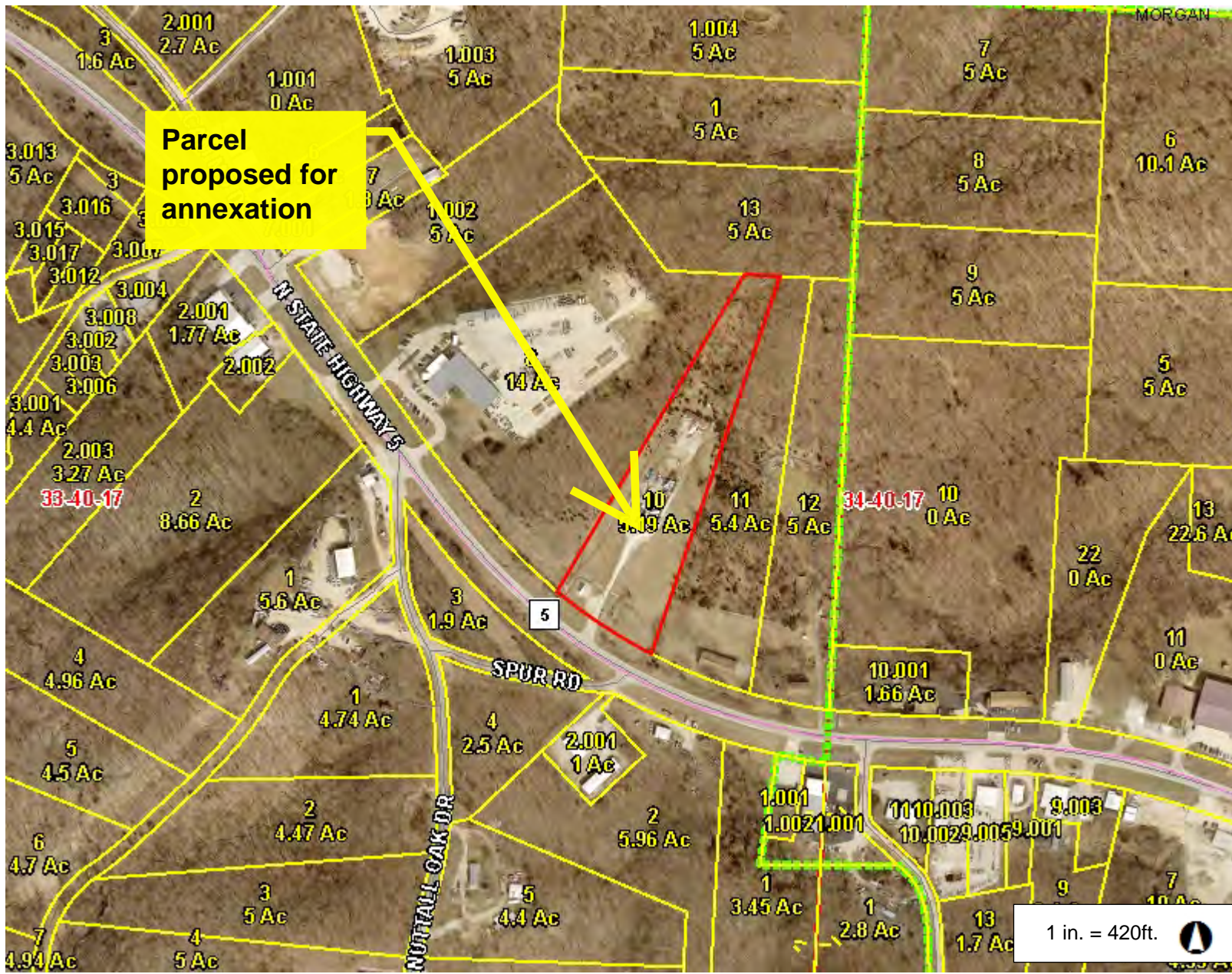
Public Hearing notice
Village of Sunrise Beach
Board of Trustees
Voluntary Annexation

The Board of Trustees of the Village of Sunrise Beach will conduct a public hearing **at 5 p.m. November 12 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 17550 N. Highway 5, further described as follows:

Camden County Parcel No. 002+02-8.0-33.0-000.0-001-010.000

The parcel proposed for annexation is currently used for a boat and yacht brokerage and is approximately 5.19 acres m/l. The petition includes a request for Sunrise Beach C-2 zoning classification. A map of the parcel proposed for annexation is available at Sunrise Beach City Hall and online at sunrisebeachmo.gov. Citizens will be given an opportunity to comment at the public hearing. Individuals who require an accommodation to attend a meeting are asked to contact City Hall (573-374-8782) at least twenty-four hours in advance.

Voluntary annexation exhibit, 17550 Hwy 5



Legend

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

1 in. = 420ft.

Notes


839.8 0 419.89 839.8 Feet

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

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

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

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



Property Owner

By:

Name: CARL R. MORALES

Title: OWNER

Property Owner

By:

Name:

Title:

STATE OF MISSOURI)

) ss.

COUNTY OF Camden)

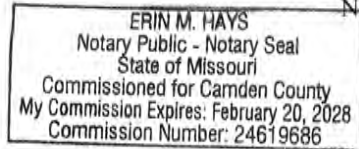
On this 25 day of Oct in the year 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Carl Morates known to me to be the person who executed the within Petition for Annexation on behalf of said company and acknowledged to me that he/she executed the same for the purposes therein stated.

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

Erin Hays [official signature]

Notary Public

SEAL



STATE OF MISSOURI)

) ss.

COUNTY OF _____)

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

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

_____ [official signature]

Notary Public

SEAL

Exhibit A
Legal Description

Camden County Parcel ID: 02-8.0-33.0-000.0-001-010.000

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 degrees 06 minutes East along the East line of said Northeast quarter 803.49 feet; thence leaving said East line of the Northeast quarter and run South 89 degrees 38 minutes West 216.58 feet for the point of beginning of the tract of land herein and hereby conveyed; thence South 15 degrees 06 minutes West 1129.4 feet to the Northeasterly right-of-way line of Missouri State Highway No. 5; thence along said Northeasterly right-of-way line in a Northwesterly direction in a curve to the right (said curve being parallel and 75.0 feet from the centerline of said Missouri State Highway No. 5, said centerline being in a 3 degree 30 minute curve to the right) 316.7 feet; thence leaving said Northeasterly right-of-way line of Missouri State Highway No. 5 and run North 26 degrees 41 minutes East 1042.45 feet; thence North 89 degrees 38 minutes East 100.0 feet to the point of beginning.

Together with 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 their respective heirs, successors and assigns.

Subject to utility easements and the right of others to use all existing roads over the hereinabove conveyed property.

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

Bill No. 2024-23

Ordinance No. _____

AN ORDINANCE ADOPTING THE VILLAGE OF SUNRISE BEACH BUDGET FOR THE 2026 FISCAL YEAR; THEREBY ADOPTING THE SCHEDULES OF REVENUES AND EXPENDITURES FOR EACH FUND, AND THE CAPITAL OUTLAY, DEBT SERVICE AND EMPLOYEE PAY AND BENEFITS PLANS, TOGETHER AS CONTAINED THEREIN

WHEREAS, the City Manager of the Village of Sunrise Beach, serving as the designated Budget Officer of the Village, has prepared a budget for the Village to become effective January 1, 2025, and has published a copy of the budget available for inspection at City Hall and on the Village website; and

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

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

SECTION 1. The Fiscal Year 2026 Budget of the Village of Sunrise Beach, Missouri, in the form attached hereto as “Exhibit A” is hereby approved and adopted by the Board of Trustees, subject to the following:

- A. Expenditures as contained in the Budget shall be subject to the provisions of the Procurement Policy of the Village of Sunrise Beach (Ordinance 2023-19) and may require further authorization of the Board of Trustees as therein provided.
- B. Employee pay and benefits as provided in the Pay and Benefits schedules, and Police Payscale system, shall not be amended or exceeded without further action of the Board of Trustees, with the exception of longevity increases as authorized in the adopted Personnel Manual. Pay increases as herein authorized shall become effective with the pay period commencing January 9, 2025.
- C. The FY 25 Budget as herein adopted becomes effective January 1, 2025 and shall run through December 31, 2025, unless otherwise modified or amended by action of the Board of Trustees.

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

2024.

First Reading Date: _____

Second Reading Date: _____

Roll Call Vote: Yeas: _____

Nays: _____

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

Susan Schneider, Chair

Attest:

City Clerk

Bill No. 2024-24

Ordinance No. _____

AN ORDINANCE ACCEPTING AND APPROVING AN EMPLOYMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF SUNRISE BEACH, MISSOURI AND SCOTT CRAIG, CHIEF OF POLICE

BE IT ORDAINED by the Board of Trustees of the Village of Sunrise Beach, as follows:

SECTION 1. An employment agreement by and between the Village of Sunrise Beach, Missouri and Scott Craig, Chief of Police, in the form as attached hereto as “Exhibit A” and incorporated fully herein, is hereby accepted and approved. The Chairman of the Board of Trustees is hereby authorized and directed to execute said Agreement on behalf of the Village.

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

***VILLAGE OF SUNRISE BEACH, MISSOURI
CHIEF OF POLICE EMPLOYMENT AGREEMENT***

This Agreement (“Agreement”) is entered into this _____ day of _____, 2024, by and between the Village of Sunrise Beach, Missouri (“Village”), a Missouri Municipal Corporation, Village and Scott Craig, (“Chief of Police”).

WITNESSETH:

WHEREAS, the Village desires to appoint and employ Chief of Police to serve as Chief of Police of the Village of Sunrise Beach, under certain terms and conditions as hereinafter set out; and

WHEREAS, Chief of Police accepts appointment by the Board of Trustees to the position of Chief of Police for the Village;

NOW, THEREFORE, the parties agree as follows:

1. Scott Craig is hereby appointed by the Board of Trustees as the Chief of Police of the Village of Sunrise Beach, subject to the terms and conditions herein, and shall comply with all applicable federal, state, and local laws, rules, and regulations. Chief of Police is hereby vested with the authority applicable to the position and hereby assumes the duties, responsibilities and obligations of that office, as set forth in the Code of Ordinances of the Village. Chief of Police shall not discriminate on the basis of race, religion, age, sex, color, disability, sexual orientation, political affiliation, national or ethnic origin, or veteran status.
2. The appointment of Scott Craig as Chief of Police and the conditions of this Agreement shall become effective at 12:01 A.M. upon execution, or such other date as may be agreed to in writing, and the contract and appointment shall terminate as provided herein, subject to applicable Missouri state law.
3. The term of this Agreement shall be open-ended. Village may terminate this Agreement at any time, but pursuant to and in accordance with Section 106.273, RSMo. If Chief of Police is terminated in accordance with the applicable laws and regulations, he shall be entitled to severance pay. Severance pay shall be awarded in the amount equal to four months salary compensation, which shall be calculated at the rate of pay in effect on the date of termination, and shall be in the form of a lump sum cash payment, subject to appropriate tax withholdings. The Village also agrees to pay for four months of employee health insurance benefits. The Chief of Police shall also be entitled to payment by the Village of any accrued vacation or other accrued paid days or compensable leave benefits. Chief of Police may terminate this Agreement at any time, provided that he provides at least thirty (30) days’ notice to the Board of Trustees. No severance shall be paid if the Chief of Police initiates separation from the Village. The death or incapacitation of Chief of Police shall automatically terminate this Agreement.
4. As compensation for his services, the Village shall pay to Scott Craig the sum of Sixty-Two Thousand Four Hundred Dollars (\$62,400.00) per year, payable in installments on regular Village paydays. This compensation will be increased every year, at minimum, at the same rate or

amount given to all other employees for general purposes such as cost-of-living. Any additional compensation will be determined based on Chief of Police's performance and Village budget allowances. Any increase in compensation will be awarded at the time of budget approval. All other fringe benefits provided to Village Employees will also be provided to the Chief of Police i.e. health insurance, dental and vision insurance, retirement benefits and other benefits as may be offered to other employees. The Chief of Police will also be eligible for holiday pay in the same manner and fashion as is provided to other uniformed police officers.

5. The Village agrees to budget for and pay the professional dues and subscriptions of the Chief of Police necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Village.
6. The Village hereby agrees to pay the expenses of the Chief of Police for professional and official travel, meetings, and occasions considered desirable by the Village, to allow the Chief of Police to continue the professional development and to adequately pursue necessary official and other functions for the Village, including but not limited to the Annual Conferences of the Missouri Police Chiefs Association and such other national, regional, state and local governmental groups and committees thereof which the Chief of Police serves as a member, for which provision has been made in the annual budget.
7. The Village agrees to pay the expenses of the Chief of Police for short courses, institutes, and seminars necessary for his professional development and for the good of the Village in a total amount not to exceed \$1,000 per program, without prior approval of the Board of Trustees.
8. The Village recognizes that certain expenses of a non-personal and job-related nature are incurred by the Chief of Police, and hereby agrees to reimburse said reasonable and necessary expenses upon receipt of duly executed expense vouchers, receipts, statements in a total amount not to exceed \$1,000.00 annually, without prior approval of the Village Manager.
9. The Chief of Police shall have exclusive and unrestricted use of a Police Department Vehicle at all times during his employment. The Village shall provide said automobile and pay for required insurance coverages, operation, maintenance and repair costs. The Chief of Police shall not be entitled to other automobile expense reimbursements.
10. The Chief of Police will be furnished uniforms required for his position as Chief of Police, to be paid for by the Village.
11. The Village agrees to provide the Chief of Police with the same vacation; sick and other leave benefits available to other commissioned members of the police department.
12. The Village recognizes and therefore agrees the desirability of having representation in and before local civic, Fraternal and other such organizations, and the Chief of Police is authorized to become a member of such organizations approved by the Chairman of the Board, for which the Village shall pay all reasonable expenses for membership dues and other cost.

13. It is recognized that the Chief of Police will often be required to devote considerably more hours to his position and the business affairs of the Village than is normally required of other employees. Working hours will be flexible to accommodate the requirements and practices of the professional administrator position. The concept of "overtime" is not applicable to the position of Chief of Police. No compensation will be paid for overtime and compensatory time will not be due, based upon particular evening requirements or demanding projects. However, occasional time away from the office for the unusual demands on the Chief of Police's time will be recognized with the nature of the professional position.
14. The Village shall defend, save harmless and indemnify, to the extent permitted by law, the Chief of Police against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, allegedly caused by, or arising out of, or connected with, this Agreement or the work hereunder, including, but not limited to, claims for personal injuries, death, property damage or for damages associated with this Agreement.
15. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Circuit Court for Camden County, State of Missouri, shall have jurisdiction over any disputes arising under this Agreement.
16. If any provision, or any portion thereof, contained in the Agreement is held to be unconstitutional, invalid, or unenforceable, the provision, or any portion thereof, shall be deemed severable; however, the remainder of the Agreement shall not be affected, and shall remain in full force and effect. No modification of this Agreement may be made without the written consent of both parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

CHIEF OF POLICE

Scott Craig

Date: _____

VILLAGE OF SUNRISE BEACH, MISSOURI

Chairman of the Board of Trustees

Date: _____

ATTEST:

Village Clerk

Bill No. 2024-25

Ordinance No. _____

AN ORDINANCE ACCEPTING AND APPROVING AN EMPLOYMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF SUNRISE BEACH, MISSOURI AND STEVE ROTH, VILLAGE MANAGER

BE IT ORDAINED by the Board of Trustees of the Village of Sunrise Beach, as follows:

SECTION 1. An employment agreement by and between the Village of Sunrise Beach, Missouri and Steve Roth, Village Manager, in the form as attached hereto as “Exhibit A” and incorporated fully herein, is hereby accepted and approved. The Chairman of the Board of Trustees is hereby authorized and directed to execute said Agreement on behalf of the Village.

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

**EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE
OF SUNRISE BEACH, MISSOURI AND STEVEN M ROTH**

THIS EMPLOYMENT AGREEMENT (the “Agreement”), made and entered into this _____ day of _____ 2024, by and between the VILLAGE OF SUNRISE BEACH, Missouri, a municipal corporation of the State of Missouri (hereinafter referred to as the “Village”) and STEVEN M. ROTH, an individual (hereinafter referred to as “Village Manager.”)

WITNESSETH:

WHEREAS, the Village has previously provided for the appointment of the Village Manager by the Chairman of the Board of Trustees, with the advice and consent of the Board of Trustees, and compensation established by ordinance; and

WHEREAS, the Village and Village Manager desire to enter into a new agreement, which specifies additional terms and conditions, which have been set forth in this Agreement between the Village and the Village Manager; and

WHEREAS, it is the desire of Village to (1) secure and retain the services of Village Manager and to provide an inducement for them to remain in such employment, (2) to make possible full work productivity by assuring Village Manager’s morale and peace of mind with respect to future security, and (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Village Manager; and

WHEREAS, Village Manager desires to continue employment as Village Manager of said Village;

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

1. **Appointment:** Steve Roth is hereby appointed and employed as the Village Manager of the Village of Sunrise Beach, subject to all conditions herein and all applicable laws. Steve Roth is hereby vested with the authority applicable to the position of Village Manager and hereby assumes the duties, responsibilities, and obligations of that office, as set forth in the Code of Ordinances of the Village of Sunrise Beach, and in the applicable policies and resolutions of the Village adopted thereunder.
2. **Term of Contract and Conditions of Extension:** The initial term of this Agreement shall commence on the Employment Date, as defined in Section 3 below, and shall end on December 31, 2024. Thereafter, this Agreement will be deemed to automatically renew for successive one-year terms, each ending the 31st day of December, upon approval by the Board of Trustees of the Village’s Annual Budget for such applicable year which includes an appropriation for payment under the terms of this Agreement. If the Agreement is not renewed as provided above, this Agreement will be deemed terminated by the Village and Village Manager shall be entitled to severance pay to the extent set forth in Section 5 below.
3. **Employment Date and Expectations:** The appointment of the Village Manager shall be effective as of the date of this agreement, or such other date as may be agreed to in writing by both parties hereto (the “Employment Date”), and fulltime performance of his duties as Village Manager and to the performance of such other legally permissible and

proper duties, functions, and responsibilities as the Village, through the Chairman and Board of Trustees, shall assign.

4. Duties and Responsibilities:

- A. In addition to Village Manager's expectations as described in Section 3, the Village Manger shall attend all regularly scheduled Board Meetings, unless excused by the Chairman .
- B. The duties of Village Manager may be changed without having any effect upon the other terms of this Contract.
- C. Village Manager shall strictly adhere to all state statute, Village ordinances, and the internal rules and regulations of the Village which are currently in force or which may be established hereafter with respect to the conduct of employees, the administration of the Village, and the performance of Village Manager's duties. Village Manager shall also strictly follow the directions of the Chairman and the Board of Trustees with respect to the methods to be used in performing their duties. Village Manager is responsible to continue and maintain the Village's standards. The Village's practices or policy manuals, and other written publications are all made a part of this Agreement; provided, however, that if any portion of such a policy manual or personnel manual should contradict the provisions of this Agreement, then the terms of this Agreement shall prevail. The Village shall have the right to amend, revise, or discontinue the policies and procedures as the Village deems necessary; and such change in policies or procedures will be effective upon the issuance of the same by the Village unless the Village declares otherwise.

5. Performance Evaluation:

- A. The Chairman and Board of Trustees shall review and evaluate the performance of the Village Manager at least annually. All reviews and evaluations shall be in accordance with the specific criteria jointly developed by the Village and the Village Manager. Further, the Chairman shall provide the Village Manager with a summary written statement of the findings of the Chairman and Board after each review and evaluation and shall provide an adequate opportunity for the Village Manager to discuss the evaluation with the Board of Trustees.
- B. Annually, the Chairman, Board of Trustees, and Village Manager shall define such goals and performance objectives which they determine necessary for the proper operation of the Village and in the attainment of the Village policy objectives, and may establish a relative priority among those various goals and objectives. Said goals and objectives shall be reduced to writing, shall generally be attainable within the time limitations as specified, and within the annual operating and capital budgets and appropriations provided.
- C. In effecting the provisions of this Section, the Chairman, Board of Trustees, and Village Manager agree to abide by the provisions of applicable law, and Village Manager agrees to abide by and honor, along with the Chairman and Board's acknowledgement, the International Village Management Association's ("ICMA") Code of Ethics and the ICMA Declaration of Ideals, incorporated herein by reference.

6. Termination and Severance Pay:

- A. The Village may terminate this Agreement and terminate the employment for any

reason and at any time as provided for and subject to the procedures and additional actions authorized or required in the Municipal Code. If the Village terminates the Village Manager and the Village Manager has: (1) violated the terms of this Agreement; (2) willfully neglected the duties, responsibilities, and obligations of his office; or, (3) is convicted of any crime involving moral turpitude, then the Village Manager will have no further right to severance or non-accrued compensation and benefits under this Agreement. Such termination shall be "With Cause."

- B. In the event the Village terminates this contract for any other reason (or "Without Cause"), the Village Manager shall be entitled to severance pay in an amount equal to four (4) months' salary compensation plus four (4) months benefits (the "Severance Pay"). For the purposes of this Section, benefits shall mean and include all of the insurance and retirement benefits described in Sections 8 and 9 below. The cost of the insurance benefits shall be paid by the Village at a rate not to exceed the actual cost to the Village prior to the termination; provided, however, any insurance rate increases implemented on the Village group plans will also be absorbed by the Village. Compensation included in the Severance Pay shall be calculated at the rate of pay in effect on the date of termination and shall be paid in biweekly installments payable on regular Village paydays, or at such intervals or dates as all other Village employees may be paid, subject to appropriate tax withholdings.
- C. The Village Manager may terminate the contract for any reason upon thirty (30) days' written notice as set forth herein, and shall be entitled to payment by the Village of any accrued vacation or other accrued paid days, provided such notice has been given. No severance payments or benefits shall be paid if termination is initiated by the Village Manager, provided, however, that the Parties may mutually agree to severance payments and benefits as set forth above as part of a negotiated resignation.
- D. If the Village Manager is requested to perform any action or be involved in an activity that could be deemed a violation of the ICMA Code of Ethics set forth in Section 3.C then the Village Manager may choose to resign and will be entitled to all severance and benefits as described in Section 4.B.

- 7. **Rate of Compensation:** As compensation for his services, the Village shall pay to the Village Manager the sum of Eighty-Thousand Dollars (\$80,000) annually, such compensation to be paid in biweekly installments payable on regular Village paydays, or at such intervals or dates as all other Village employees may be paid. This compensation will be reviewed on at least an annual basis and may be adjusted accordingly by agreement of both Parties. Additionally, this compensation will be increased every year, at minimum, at the same rate or amount given to all other employees for general purposes such as cost-of-living. Any additional compensation will be determined based on Village Manager's performance and Village budget allowances. Any increase in compensation will be awarded at the time of budget approval.
- 8. **Vacation, personal and sick leave:** The Village Manager will be credited with 15 days (120 hours) of vacation leave on an annual basis. Vacation leave shall accrue on a per pay period basis, as established in the Village's Personnel Manual. At no time shall the total of accrued vacation leave exceed 160 hours. In addition, the Village Manager

shall be entitled to the same Personal and Sick Leave allotments as are offered to all other Village employees.

9. **Health insurance / fringe benefits:** The Village Manager shall be entitled to receive same group health insurance benefits, vision and dental insurance benefits, and other fringe benefits as may be offered from time to time, in the same manner and fashion as is offered to all other Village employees.
10. **Dues and Subscriptions:** The Village agrees to budget and to pay for the professional dues and subscriptions of the Village Manager necessary for their continuation and full participation in national, state, regional, and local associations and organizations necessary and desirable for continued professional participation, growth, and advancement, and for the good of the Village. Dues for organizational memberships include the Missouri Village and County Managers Association (“MCMA”). Subscriptions include the State Municipal League’s *Missouri Municipal Review*, and/or other publications necessary for participation in said groups.
11. **Professional Development:** The Village hereby agrees to budget and to pay for the travel and subsistence expenses of Village Manager for professional and official travel, meetings, and occasions adequate to continue the professional development of the Village Manager and to adequately pursue necessary official and other functions for the Village, including but not limited to the Missouri Municipal League, the MCMA, and other such national, state, regional, and local governmental groups and committees thereof which Village Manager serves as a member.

The Village Manager may choose which and how many professional development event(s) to attend without Board approval so long as the expenses do not exceed the budgeted amount for this activity.
12. **Civic Club Membership:** The Village recognizes the desirability of representation in and before local civic and other organizations, and Village Manager is authorized to become a member of such civic club(s) or organization(s) of their choice as a representative of the Village, for which the Village shall pay for all normal membership expenses, including meals.
13. **General Expenses:** The Village recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Village Manager, and hereby agrees to reimburse or to pay said general expenses. These expenses are to be reviewed and approved by the Chairman prior to reimbursement in accordance with established policy.
14. **Insurance and Bonding:**
 - A. The Village shall procure necessary and appropriate insurance to protect the Village and Village Manager against any tort, professional liability claim, demand, or other legal action, whether groundless or otherwise, arising out of the course and scope of employment for an alleged act or omission occurring in the performance of Village Manager’s official duties; provided that the acts or omissions were done in good faith and without malice or felonious intent.
 - B. The Village shall bear the full cost of any fidelity or other bonds required of the Village Manager under any law or ordinance.

15. Other Terms and Conditions of Employment:

- A. The Chairman and Board of Trustees shall fix any such other terms and conditions of employment, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, with the Village's Municipal Code, or any other law.
- B. All provisions of the Municipal Code, Personnel Policy, and rules and regulations of the Village relating to vacation and sick leave, retirement and pension system contributions, holidays, other fringe benefits, and working conditions as they now exist or hereafter may be amended, also shall apply to the Village Manager as they would to other employees of the Village, unless otherwise provided for herein.

16. Notices: Notice pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

VILLAGE: Village of
[address]

VILLAGE MANAGER: [Name]
[address]

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Services.

17. Indemnification: Village shall indemnify the Village Manager to the fullest extent allowable by law for actions arising out of an alleged act or omission occurring within the performance of Village Manager's official duties within this Agreement. Village shall provide public officials liability and errors and omissions insurance coverage as required by law and to the same extent as provided for other Village officials or employees.

18. General Provisions:

- A. This Agreement supersedes all prior agreements and understandings between Village Manager and the Village and may not be modified, changed, or altered by any oral promise or statement by whomsoever made; nor shall any modification of it be binding upon the Village until such written modification shall have been approved in writing by the Chairman and Board of Trustees. The text herein shall constitute the entire agreement between the parties.
- B. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, that provision, or any portion thereof, shall be deemed severable, but the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- C. This Agreement shall become effective upon execution.
- D. This Agreement shall be construed according to the laws of the State of Missouri.

19. **Binding Effect:** This Agreement shall bind and be enforceable between the Village Manager and any subsequently elected or appointed Chairman or Board Member for the duration of the Agreement and this Agreement shall bind and inure to the benefit of the heirs and personal representatives of the Village Manager in the event of their death.
20. **Governing Law:** This Agreement shall be governed by, interpreted, and construed under the laws of the State of Missouri. The Circuit Court of Camden County shall have jurisdiction over any disputes arising under this Agreement.

IN WITNESS WHEREOF, the Village of Sunrise Beach has caused this Agreement to be signed and executed on its behalf by its Chairman, and duly attested by its Village Clerk, and the Village Manager has signed and executed this Agreement, both in duplicate, the day and year first written above

VILLAGE OF SUNRISE BEACH, MISSOURI:

Susan Schneider, Chairman

VILLAGE MANAGER:

Steven M. Roth

ATTEST:

Village Clerk

BILL NO. 2024-26

ORDINANCE NO. _____

AN ORDINANCE APPROVING A PETITION FOR VOLUNTARY ANNEXATION FILED BY CARL MORALES 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 November 5, 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 November 12, 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 Carl Morales, 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 02-8.0-33.0-000.0-001-010.000

and as further described on the attached Exhibit A.

SECTION TWO.

The property and parcel subject to annexation in Section One is hereby assigned the C-2 Commercial 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: _____

Nayes: _____

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

Susan Schneider, Chair

Attest:

City Clerk

Exhibit A

1. Camden County Parcel 02-8.0-33.0-000.0-001-010.000

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 degrees 06 minutes East along the East line of said Northeast quarter 803.49 feet; thence leaving said East line, of the Northeast quarter and run South 89 degrees 38 minutes West 216.58 feet for the point of beginning of the tract of land herein and hereby conveyed; thence South 15 degrees 06 minutes West 1129.4 feet to the Northeasterly right-of-way line of Missouri State Highway No. 5; thence along said Northeasterly right-of-way line in a Northwesterly direction in a curve to the right (said curve being parallel and 75.0 feet from the centerline of said Missouri State Highway No. 5, said centerline being in a 3 degree 30 minute curve to the right) 316.7 feet; thence leaving said Northeasterly right-of-way line of Missouri State Highway No. 5 and run North 26 degrees 41 minutes East 1042.45 feet; thence North 89 degrees 38 minutes East 100.0 feet to the point of beginning.

Together with 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 their respective heirs, successors and assigns.

Subject to utility easements and the right of others to use all existing roads over the hereinabove conveyed property.

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

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.

Resolution No. 2024-25

A RESOLUTION ESTABLISHING REGULAR HOURS OF OPERATION FOR THE CITY HALL ADMINISTRATION AND PUBLIC WORKS DEPARTMENTS

WHEREAS, the Board of Trustees of the Village of Sunrise Beach desires to set regular hours of operation for the Village Administration and Public Works Departments;

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

1. Regular hours of operation for the Village Administration and Public Works Departments shall be as follows:
 - a. Fall / Winter Hours (Labor Day through Memorial Day)
 - i. 8 a.m. to 4:30 p.m. Monday through Thursday
 - ii. 8 a.m. to 4 p.m. Fridays
 - b. Spring / Summer Hours (Memorial Day through Labor Day)
 - i. 8 a.m. to 4:30 p.m. Monday through Thursday
 - ii. 7 a.m. to 3 p.m. Fridays

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 12th Day of November, 2024

Susan Schneider, Chairman

Attest

City Clerk

Village of Sunrise Beach, MO



Website Executive Summary

HELPING LOCAL GOVERNMENT INFORM, ENGAGE & PROTECT THEIR CITIZENS

Powering and Empowering Local Governments



12,000+

Customers Inspire our
Solutions



100,000+

Administrative Users



340+ Million

Resident Users in the U.S.
and Canada Alone



How We'll Help

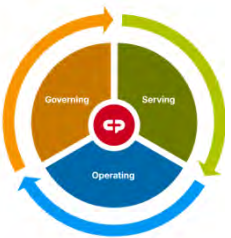
- Promote Transparency
- A Research Based Design w/ Strong Internet Presence
- Strategic Partnership
- Sharing Nationwide Community Insight
- Beautiful UX/UI Navigation Experience for all users
- Website Flexibility w/ ADA Compliance
- Easily Handled by Small Staff
- Ability to Create Multiple Calendars
- Online Fillable Forms
- Send Alerts – Email & Optional Texts
- Increase the ability to “Self-Serve” Online
- Schedule content updates, and schedule content removal
- Free Ongoing Training
- Award Winning 24/7 Technical Support
- 95% Customer Retention
- Decades of Government Leadership Expertise



The Civic Experience

One Vendor, Multiple Software Solutions





Our Passion – Industry Recognitions

GovTech
100 AWARDED GOVTECH'S TOP 100 INNOVATOR LIST
9 YEARS IN A ROW 2016, 2017, 2018, 2019, 2020, 2021,
2022, 2023, 2024



2024 – 5 Stevie Awards Nominations

- Best Customer Satisfaction Strategy – Finalist
- Customer Service Training am of the Year – Finalist
- Customer Service Department of the Year –Finalist
- Best use of Technology in Customer Service – Finalist
- Best Achievement in Customer Experience - Finalist



CENTER FOR DIGITAL GOVERNMENT



Purpose Built Website Design - Goals

1. Stunning Design

- A site that reflects the uniqueness and beauty of your community
- A site that fosters pride

2. Resident Self-Service Capabilities

- Industry-leading search functionality
- Email subscriptions
- Create content once, and post it to multiple locations

3. Easy to Use for Staff

- No Web Experience Needed - Easy for staff with varying levels of IT experience to make content-rich updates
- Time-Saving - integrations with core solutions
- Future Proof - As you grow and your priorities evolve, our solutions will scale with you to optimize efficiency, transparency, and resident engagement capabilities

Purpose Built Website Design - Differentiators

- 1) ADA Compliance (WCAG 2.1 AA)
 - Style-Guide and HTML Structure
 - + Other Web Governance and Compliance Services Available If Desired on an On-going Basis
- 2) Drupal Open Source – Google Friendly
 - As new versions are developed, Drupal is now designed to be backward compatible, making it quick, easy, and seamless to move to future versions.
 - CivicPlus is a strategic partner within the Drupal community that optimizes the benefits you get from the larger Drupal development community
- 3) Industry-Leading Search Capabilities
- 4) Integration (Third-Party + Key CivicPlus Software Integrations)
- 5) Easy Web Page Authoring
- 6) Create Content Once – Multiple Locations
- 7) Customer Service and Award-Winning Support
 - You will be well-trained before going live via free, regularly-scheduled training that you can join as needed
 - 24/7 Help Center Access
 - Support Access by Phone and Email
 - Customer Success Manager Remains in Regular Touch with You Throughout the Life of Your Website

Purpose Built Website Design - Features

Base Features

- Responsive Mobile Friendly Design
- Simple Page Editor
- Best-in-Class Search Engine
- Social Media Integration
- Web Page Categories - create a page once, have it show up in multiple places
- Department Microsites (sites-within-a-site)
- Rotating Banners and Headline Articles
- Photo Album Slideshows
- Google Maps Integration
- Resource/Document Center
- Image auto-scaling and resizing
- Site Metrics (Google Analytics)
- Scheduled Publish On/Off Dates
- Unlimited User Logins
- Unlimited Content
- Word-like WYSIWYG Editor
- Email Subscriptions
- Jobs Listings
- Private Pages
- Unlimited Online Fillable Forms
- Emergency Alerts
- Meeting Agendas/Minutes/Videos
- Event Calendar
- Page Versioning / Audit Trail
- Latest News / Press Releases
- Anti-Spam Controls
- Email Harvesting Protection
- Broken Link Finder
- Dynamic Sitemap
- Support for Windows, Mac, Linux
- Video Integration (YouTube, Vimeo, etc.)
- You own the rights to all data
- Organization/Staff Directory
- Frequently Asked Questions (FAQs)
- Ordinances and Resolutions
- Share This Button (Facebook/Twitter)
- Secure Pages / SSL
- Printer-Friendly Pages
- Bids and RFPs
- Projects Directory
- Parks and Trails Directory
- Property Directory (Commercial/Industrial)
- Business Directory
- SMS Text Notifications
- Specialty Sub-Site Graphic Designs
- Integrable CivicPlus Chatbot

Website Approach & Project Timeline

14 – 18 Weeks



1

Initiate

PROJECT KICKOFF MEETING

Review deliverables, outline process, assign action items



2

Analyze

DESIGN & ARCHITECTURE

Discuss design preferences and vision



3

Site Implementation

IMPLEMENT DESIGN

Design is created, reviewed and approved in JPG format



4

Content Development

DEPARTMENT SPECIFIC MODULES AND CONTENT

Migrate webpages, documents, and files



5

Educate

USER TRAINING

CivicCMS will provide system training to empower users with the skills needed to maintain the website.



6

Launch

WEBSITE LAUNCH

The new website is scheduled to be made available to the public with live domain name.



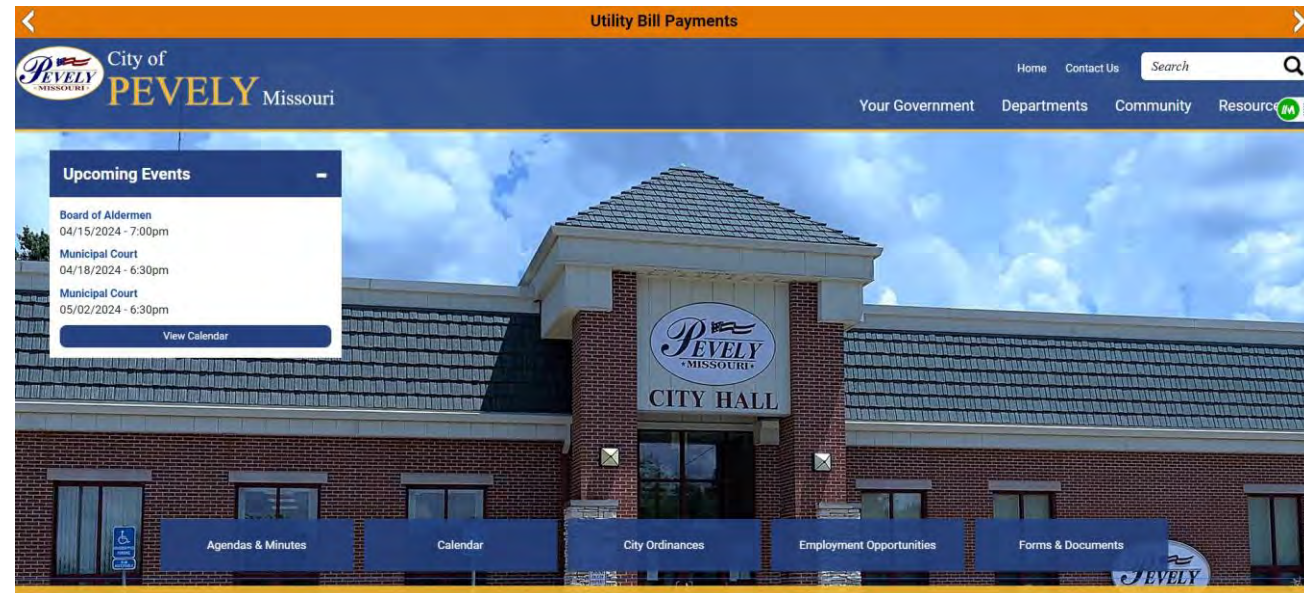
Premium Design (Templated)

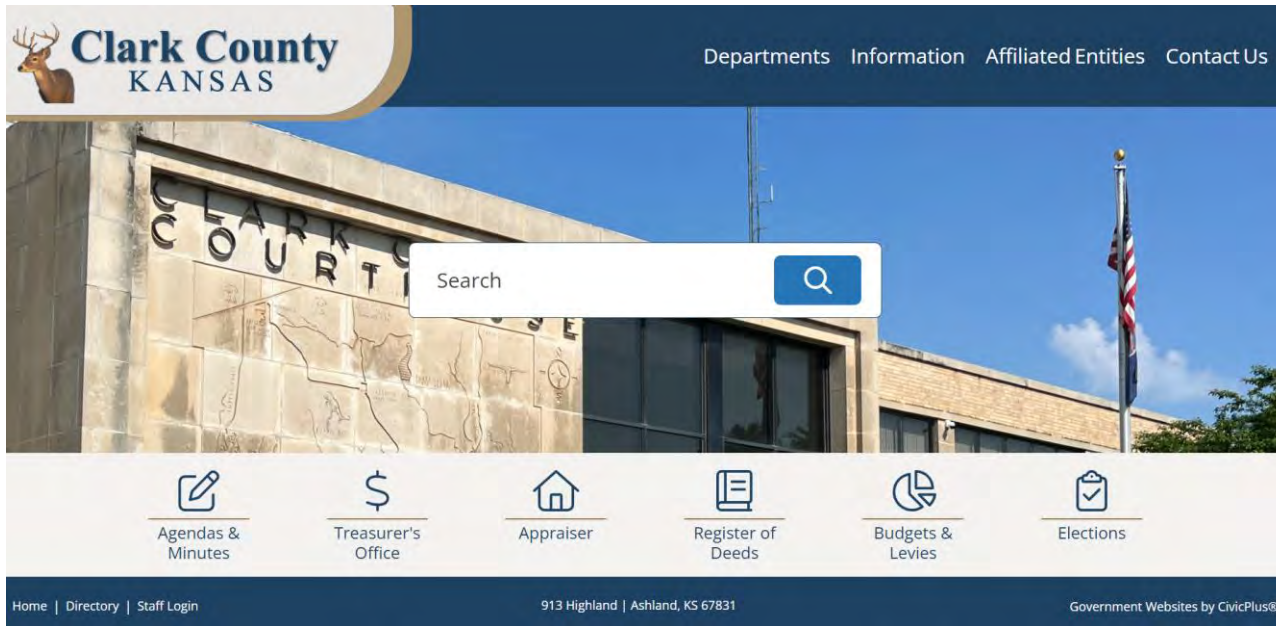
- Template Design
- 15+ Modules
- Hosting & Security
- 150 Pages of Content Migration
- Live or Recorded Website Training

Special pricing for Populations > 1,000 Residents

One-Time Development: \$570

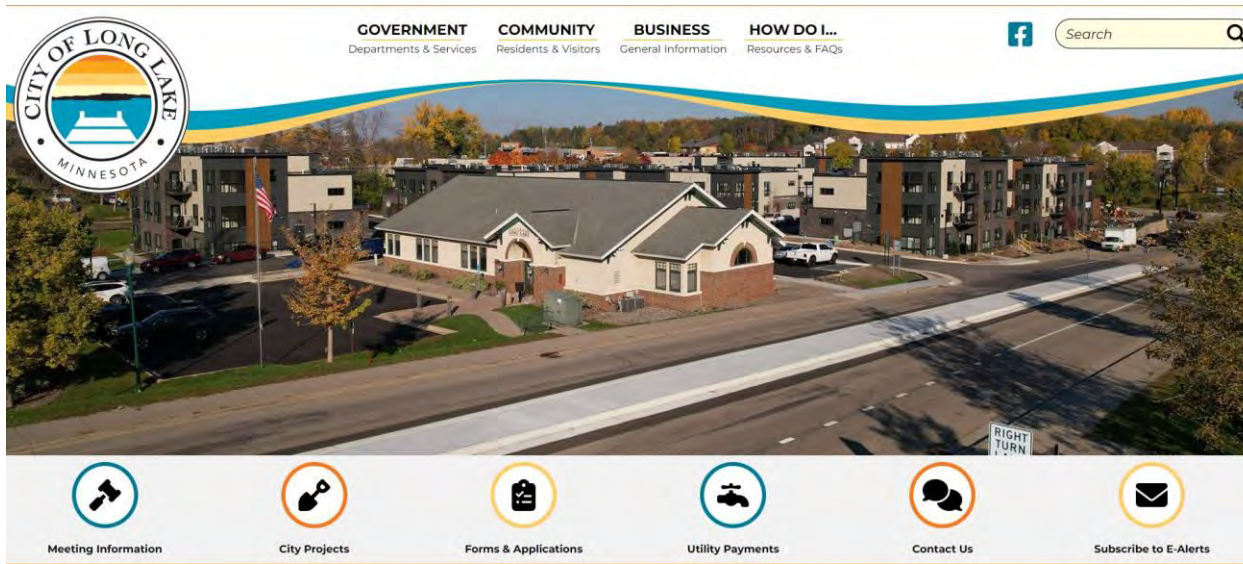
Annually: \$2,775





Ultimate Design (Custom)

- Custom Design
- 15+ Modules
- Hosting & Security
- 150 Pages of Content Migration
- Live or Recorded Website Training



One-Time Development: \$850

Annually: \$4,758

Thank You



Richard L Jones
Solutions Consultant



785-323-4713



302 South 4th Street, Suite 500
Manhattan, Kansas 66502



www.civicplus.com





CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Expires On:

Statement of Work
Q-86536-1
10/28/2024 4:14 PM
12/27/2024

Client:
Village of Sunrise Beach, MO

Bill To:
SUNRISE BEACH VILLAGE, MISSOURI

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Richard Jones	785.323.4713	rjones@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %	TOTAL
1.00	Premium Implementation	Premium Design, 150 pages migration, free virtual training sessions	0.0000	USD 0.00
1.00	M3: Integratable Meetings Management Migration and Server Configuration	Server configuration and up to 5 years of meetings document (agendas, agenda packets, minutes) migrated into the site's meetings directory which is integratable with Civic Plus's meetings management software.	32.9412	USD 570.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %	TOTAL
1.00	Premium Web Open Subscription	Premium Web Open Subscription	26.8775	USD 2,775.00

List Price - Initial Term Total	USD 4,645.00
Total Investment - Initial Term	USD 3,345.00
Annual Recurring Services (Subject to Uplift)	USD 2,775.00

Initial Term	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

Ultimate Designs

An Ultimate design allows you to start with a blank slate and provide optimal flexibility and design options for your new website. It is offered in both a scrolling and non-scrolling format. You will work with our designer to build a layout that uses our extensive widget library and add styling to give the site a unique look that fits your municipality.



Clatsop County, Oregon
co.clatsop.or.us



Mission Springs Water District, California
mswd.org



Sault Ste. Marie, Michigan
saultcity.com



Estacada, Oregon
cityofestacada.org

Bills Due	AMOUNT	ACCOUNT
	Oct-24	
RADARSIGN	6810	SBPD
VERIZON BUISINESS	388.83	SBPD
AMAZON	59.99	SBPD
OZARK READY MIX	512.75	PUBLIC WORKS
SPRG/BR AIRPORT	70	SBPD
JOHNNY ROCKETS	22.41	SBPD
BONANNO'S PIZZA	22.93	SBPD
NATHANS	22.69	SBPD
CINNABON	13.31	SBPD
MAXIE'S	19.88	SBPD
NATHANS	22.69	SBPD
AUNTIE ANNES	12.34	SBPD
FLAMINGO CASINO	649.91	SBPD
PORTERS	176.35	TRANSPORTATION
HUMAN TRAFFICKING TASKE FORCE	500	SBPD
LAGERS RETIREMENT	6861.1	GEN/WTR/TRNS
HOME DEPOT	47.62	SBPD
HOME DEPOT	178	WTR/SWR
HOME DEPOT	148.98	WTR/SWR
WOOD'S SUPERMARKET	13.75	GEN
OCMOUNTS	287.47	WATER/SEWER
HOME DEPOT	143.07	PW
MO CAMDEN COUNTY	6.5	GEN
MO CAMDEN COUNTY	206.83	WATER/SEWER
AMAZON	19.49	GEN
AMAZON	11.75	GEN
HARBOUR FREIGHT	182.87	WATER/SEWER
SAMS CLUB	207.91	GEN
MENARDS	21.59	WATER/SEWER
AFALC	1668.09	GEN/WTR/TRNS
AMAZON	17.52	SBPD
DOLLAR GENERAL	27.8	GEN
SCOTT REIMBURSEMENT	20.23	SBPD
SCOTT REIMBURSEMENT	46.91	SBPD
HOME DEPOT	155.74	GEN
USPS	5.58	SBPD
	19582.88	

CITY OF SUNRISE BEACH

A/P Aging Summary

As of November 7, 2024

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
AT & T	0.00	95.34	0.00	0.00	0.00	95.34
CG'S MINI MART	0.00	0.00	0.00	0.00	-937.14	-937.14
CO-MO CONNECT	1,154.03	0.00	0.00	0.00	-38.22	1,115.81
CO-MO ELECTRIC	0.00	78.19	0.00	0.00	0.00	78.19
COLONIAL LIFE	242.16	0.00	0.00	0.00	0.00	242.16
eVolv Solutions	187.86	0.00	0.00	0.00	0.00	187.86
First Responder Outfitters-CAR	1,080.00	0.00	0.00	0.00	0.00	1,080.00
J&J AUTO REPAIR	450.00	0.00	0.00	0.00	0.00	450.00
JBC Tire LLC	0.00	963.40	0.00	0.00	0.00	963.40
LAKE MEDIA	0.00	119.35	0.00	0.00	0.00	119.35
Lauber Municipal Law, LLC	0.00	4,342.50	0.00	0.00	0.00	4,342.50
LIBERTY NATIONAL	173.76	0.00	0.00	0.00	0.00	173.76
MILES CPA & ASSOCIATES LLC	9,250.00	0.00	0.00	0.00	0.00	9,250.00
O'REILLY AUTO PARTS	0.00	86.58	0.00	0.00	0.00	86.58
PORTER'S OF LAURIE	47.98	0.00	0.00	0.00	0.00	47.98
REPUBLIC SERVICES #435	128.47	0.00	0.00	0.00	0.00	128.47
SUMMIT NATURAL GAS	34.44	0.00	0.00	0.00	0.00	34.44
SUNRISE BEACH FIRE PROTECTION DISTRI...	1,079.30	0.00	0.00	0.00	0.00	1,079.30
UNITED HEALTHCARE	0.00	5,364.21	0.00	0.00	0.00	5,364.21
VERIZON	34.90	0.00	0.00	0.00	0.00	34.90
TOTAL	13,862.90	11,049.57	0.00	0.00	-975.36	23,937.11

SUNRISE BEACH - WATER/SEWER FUND

A/P Aging Summary

As of November 7, 2024

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
CO-MO ELECTRIC	3,608.96	0.00	0.00	0.00	0.00	3,608.96
Colonial Life	100.23	0.00	0.00	0.00	0.00	100.23
CORE & MAIN	872.46	0.00	0.00	0.00	0.00	872.46
ENVIRO-LINE	2,808.25	0.00	0.00	0.00	0.00	2,808.25
HACH COMPANY	72.45	0.00	0.00	0.00	0.00	72.45
Liberty National	50.71	0.00	0.00	0.00	0.00	50.71
LOE	26,353.26	0.00	0.00	0.00	0.00	26,353.26
MISSOURI ONE CALL SYSTEM, IN.	162.00	0.00	0.00	0.00	0.00	162.00
On Lake Time Sunrise Beach LLC	495.90	0.00	0.00	0.00	0.00	495.90
PORTERS BUILDING CENTERS	246.68	0.00	0.00	0.00	0.00	246.68
SUNRISE TRUE VALUE	61.17	0.00	0.00	0.00	0.00	61.17
UNITED HEALTHCARE	3,355.52	0.00	0.00	0.00	0.00	3,355.52
Verizon Connect	52.35	0.00	0.00	0.00	0.00	52.35
WEBTROL	150.23	0.00	0.00	0.00	0.00	150.23
TOTAL	<u>38,390.17</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>38,390.17</u>



CHANGE ORDER NO. 3
(REMOVAL OF INDIAN HILLS RD.)

DATE: October 31, 2024
OWNER: City of Sunrise Beach
16537 MO-5
Sunrise Beach, MO 65079
CONTRACTOR: Higgins Asphalt Paving Co., Inc.
35086 Higgins Road
Tipton, MO 65081
ENGINEER: Cochran
905 Executive Drive
Osage Beach, MO 65065
SUBJECT: Change Order No. 3
2024 Asphalt Overlay Program
Project No. SC24-1581

ITEM:
Change Order No. 3 includes reduced pavement millings, asphalt pavement, edge line striping, and stop bars, and increased in pavement repair. Scope of work consists of partial depth pavement repair, pavement overlay, and striping. Itemized changes are listed below.

- Item No. 4 – Pavement Milling 3” or Less** - Removal of 2,400 square yards of pavement milling at unit price of \$5.65/square yard for a total subtraction of **(\$13,560.00)**.
- Item No. 6 – Asphalt Pavement (BP-1) (Surface Course) (2” or 2 1/2”)**: Removal of 407.47 tons of asphalt pavement at unit price of \$113.50/ton for a total subtraction to the contract of **(\$46,247.84)**.
- Item No. 7 – Partial Depth Pavement Repair**: Add an addition 950 square yards of partial depth pavement repair at unit price of \$30.00/square yard for a total addition of **\$28,500.00**.
- Item No. 8 – Pavement Marking – Lane Lines 4” – Yellow and White (High Build Waterborne)**: Removal of 2,284 linear feet of white edge line pavement striping at unit price of \$0.63/linear foot for a total subtraction of **(\$1,438.92)**.
- Item No. 9 – Pavement Marking – 24” Stop Bar** - Removal of 15 linear feet of 24” stop bar pavement striping at unit price of \$9.19/linear foot for a total subtraction of **(\$137.85)**.

Original Contract Amount:	\$ 521,023.35
Contract Amount Prior to Change Order No. 3	\$ 678,932.85
Net Subtraction to Contract:	\$ (32,884.61)
New Contract Amount:	\$ 646,048.24

City of Sunrise Beach
OWNER (Firm Name)

16537 MO-5
ADDRESS (Line 1)

Sunrise Beach, MO 65079
ADDRESS (Line 2)

BY (Signature)

(Typed Name)

DATE

Higgins Asphalt Paving Co., LLC
CONTRACTOR (Firm Name)

35086 Higgins Road
ADDRESS (Line 1)

Tipton, MO 65081
ADDRESS (Line 2)

BY (Signature)

Micah Higgins
(Typed Name)

11/6/24
DATE

Cochran
ENGINEER (Firm Name)

905 Executive Drive
ADDRESS (Line 1)

Osage Beach, MO 65065
ADDRESS (Line 2)

BY (Signature)

Erik A. Howell, P.E.
(Typed Name)

11/6/24
DATE

END CHANGE ORDER NO. 3

APPLICATION AND CERTIFICATE FOR PAYMENT (PAY ESTIMATE)

Original 1 of 1
Page 1 of 2

APPLICATION NO: _____
 APPLICATION DATE: 6-Nov-24
 PERIOD FROM: 9/9/2024

CONTRACTOR: HIGGINS ASPHALT
 OWNER: CITY OF SUNRISE BEACH

2024 Asphalt Overlay Program
 PROJECT NO: SC24-1581
COCHRAN ENGINEERING

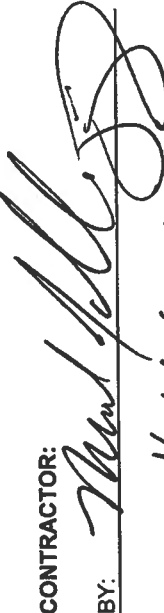
ORDER NO.	DATE APPROVED	ADDITIONS	DEDUCTIONS
1	8/21/24	\$ 114,023.00	
2	8/21/24	\$ 43,886.50	
3	11/6/2024	\$ (32,884.61)	
TOTALS		\$125,024.89	\$0.00

ORIGINAL CONTRACT SUM: \$521,023.35
 NET CHANGE BY CHANGE ORDERS: \$125,024.89
 CONTRACT SUM TO DATE: \$646,048.24
 TOTAL COMPLETED & STORED TO DATE: \$646,048.24
 RETAINAGE 10%: \$0.00
 TOTAL EARNED LESS RETAINAGE: \$646,048.24
 LESS PREVIOUS CERTIFICATES OF PAYMENT: \$581,443.41
 CURRENT PAYMENT DUE: \$64,604.83

NET CHANGE BY CHANGE ORDERS: \$125,024.89

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: _____
 DATE: 11/6/24

OWNER: _____
 BY: _____

ENGINEER: 
 BY: _____

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.2

Item No	Description	Contract		Unit Price		Total	In Place	Installed	\$ Installed	Total	Left to	
		Quantity	Unit	Unit	Price							Prev. Pay App
1	Mobilization	1	LS	\$	7,887.50	\$ 7,887.50	1	1	\$0.00	\$7,887.50	0.00 LS	
2	Traffic Control	1	LS	\$	3,300.00	\$ 3,300.00	1	1	\$0.00	\$3,300.00	0.00 LS	
3	Changeable Message	2	EA	\$	4,345.00	\$ 8,690.00	2	2	\$0.00	\$8,690.00	0.00 EA	
4	Pavt Milling 3" or less	4,216	SY	\$	5.65	\$ 23,820.40	1816	1816	\$0.00	\$10,260.40	2,400.00 SY	
5	Asphalt Leveling Course BP1	162	TON	\$	113.50	\$ 18,387.00	162	162	\$0.00	\$18,387.00	0.00 TON	
6	Asphalt Surface Course BP1	3,185	TON	\$	113.50	\$ 361,497.50	2777.53	2777.53	\$0.00	\$315,249.66	407.47 TON	
7	Part. Depth Pavt Repair	2,831	SY	\$	30.00	\$ 84,930.00	2831	2831	\$0.00	\$84,930.00	0.00 SY	
8	Pavt Marking Lane Lines 4"	18,079	LF	\$	0.63	\$ 11,389.77	15795	15795	\$0.00	\$9,950.85	2,284.00 LF	
9	Pavt Marking 24" Stop Bar	122	LF	\$	9.19	\$ 1,121.18	107	107	\$0.00	\$983.33	15.00 LF	
CO 1												
CO1-6	Asphalt Surface BP1	800	TON	\$	113.50	\$ 90,800.00	800	800	\$0.00	\$90,800.00	0.00 TON	
CO1-7	Part. Depth Pavt Repair	667	SY	\$	30.00	\$ 20,010.00	1,617	1,617	\$0.00	\$48,510.00	-950.00 SY	
CO1-8	Pavt Marking Lane Lines 4"	5,100	LF	\$	0.63	\$ 3,213.00	5,100	5,100	\$0.00	\$3,213.00	0.00 LF	
CO 2												
CO2-6	Asphalt Surface BP1	361	TON	\$	113.50	\$ 40,973.50	361	361	\$0.00	\$40,973.50	0.00 TON	
CO2-7	Part. Depth Pavt Repair	53	SY	\$	30.00	\$ 1,590.00	53	53	\$0.00	\$1,590.00	0.00 SY	
CO2-8	Pavt Marking Lane Lines 4"	2,100	LF	\$	0.63	\$ 1,323.00	2,100	2,100	\$0.00	\$1,323.00	0.00 LF	
CO 3												
CO3-4	Pavement Milling 3" of less	-2,400	SY	\$	5.65	\$ (13,560.00)			\$0.00	\$0.00	-2,400.00 SY	
CO3-6	Asphalt Surface BP1	-407	TON	\$	113.50	\$ (46,247.85)			\$0.00	\$0.00	-407.47 TON	
CO2-7	Part. Depth Pavt Repair	950	SY	\$	30.00	\$ 28,500.00			\$0.00	\$0.00	950.00 SY	
CO2-8	Pavt Marking Lane Lines 4"	-2,284	LF	\$	0.63	\$ (1,438.92)			\$0.00	\$0.00	-2,284.00 LF	
CO2-9	Pavt Marking Lane Lines 24"	-15	LF	\$	9.19	\$ (137.85)			\$0.00	\$0.00	-15.00 LF	

Contract Total \$ 646,048.24

\$0.00 \$646,048.24