



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

BOARD OF TRUSTEES MEETING

Monday, June 10, 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 May 13, 2024 regular meeting
5. Public Hearing
 - a. A public hearing to discuss submission of an application for a grant from the USDA, Rural Development for help in purchasing a 2024 PPV SUV patrol vehicle.
6. Chairman of the Board report
7. Visitor Comments
8. Ordinances and Resolutions
 - a. Resolution No. 2024-13 A Resolution of the Village of Sunrise Beach Concerning Acceptance and Compliance With Various Requirements to Obtain Financial Assistance from United States of America, Acting Through the United States Department of Agriculture, Rural Development
 - b. Resolution No. 2024-14 A Resolution Authorizing and Approving a Contract Agreement with Higgins Asphalt Paving Company Inc. for Construction of the 2024 Asphalt Overlay Improvement Project in the Village of Sunrise Beach
 - c. Resolution No. 2024-15 A Resolution Authorizing and Approving an Agreement with Lexipol LLC for Provision of Law Enforcement Policy Manual and Daily Training Bulletins, to be Provided on an Ongoing Subscription-Based Service
9. Old Business
 - a. Bill No. 2024-14 Paradise An Ordinance Approving a Petition for Voluntary Annexation filed by Tucker Capital LLC, Tucker Investments LLC and Drake Marine, Inc. Regarding Certain Properties Contiguous and Compact to the Village of Sunrise Beach, Missouri: Annexing Said Property into the Village; Adopting Zoning District Classifications for the Property; and Authorizing Other Actions in Connection with Such Annexation (*second reading*)
 - b. Amended Bill 2024-15 An Ordinance of the Village of Sunrise Beach Prohibiting Nuisances, Requiring the Abatement of Nuisances, and Setting the Penalties for

Violation (*second reading*)

- c. Bill No. 2024-16 An Ordinance Regarding the Storage of Junked Vehicles (*second reading*)
- 12. City Administrator report
 - a. Lead Line Service Inventory, \$10 customer credit
- 13. Chief of Police report
- 14. Committee Reports
 - a. Finance
 - i. Approve the List of Bills
 - ii. Approve Phase III Sewer Project Pay Application 10; Brulez Trenching LLC, \$191,437.26; and Shoreline Surveying & Engineering, \$11,394.00
 - iii. Approve Pay Application 1, Water service extension, Summer Point and CoMo Connect, \$88,371.30
- 15. Adjourn

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

Posted: _____
Date and time

By: _____
Erin Hays, City Clerk



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May 13, 2024

Board of Trustees Meeting Minutes

Call to Order at 6:00 pm (Pledge of Allegiance)

Roll Call

Steve Carter Present/Absent

Michael George Present

Susan Schneider Present

Steve Barthol Present

Greg Gordon Present (Delayed)

City Manager, Steve Roth, Office Chief Craig, Lauber attorney Nathan Nickolaus, Deputy Clerk, Dalia Shamburg were also in attendance.

Motion to approve Agenda given by Steve Carter second by Steve Barthol. All in favor.
Approved

Motion to approve Minutes from April 9 ,2024 meeting given by Steve Carter
second by Steve Barthol. All in favor. Approved

Motion to approve Minutes for April 22, 2024, Special meeting given by Steve Carter second by Steve Barthol. All in favor. Approved.

Public Hearing on petitions for voluntary annexation and proposed rezoning of property generally located at State Route TT west of Shawnee View Road, including parcels adjacent to Shawnee View Road, Putt N Bay Drive and Tropical Trail Road, and including Paradise Tropical Restaurant. The property includes 13 parcels and totals approximately 68 acres. The petition includes a request for Sunrise Beach zoning classifications of certain parcels, including C-3 commercial for vacant land parcels and LFC-3 for the Lakefront properties.

Chairman of the Board, Susan Schneider asks for visitor comments on Public Hearing. A phone comment inquiring about what the C-3 zoning included was answered by Susan Schneider. No other comments were made.

Chairman Report:

Chairman Schneider welcomes both Frankie and Louie's and Paradise Tropical Restaurants to the City of Sunrise Beach with their voluntary annexation request. The focus is on providing clean water and safe wastewater treatment. Phase III is coming to an end with several months before Phase IV financing is set, this includes the dismantling of the South Treatment Plant. New water and sewer Ordinances have been updated to reflect the current pricing, regulations, and penalties. A section noting that Landlords will be notified as well as the Renters for any delinquent accounts. A grant for the first sidewalk in Sunrise Beach is being pushed forward.

Visitor Comments: No Visitor Comments

Bill No. 2024-14 Paradise an Ordinance Approving a Petition for Voluntary Annexation filed by Tucker Capital LLC, Tucker Investments LLC, and Drake Marine, INC. Regarding Certain Properties Contiguous and Compact to the Village of Sunrise Beach, Missouri: Annexing Said Property in the Villag; Adopting Zoning District Classifications for the Property; and Authorizing Other Actions in Connection with Such Annexation

(first reading)

Motion for first reading given by Steve Carter second by Steve Barthol. All in favor.

First reading Approved.

Bill No. 2024-15 An Ordinance of the Village of Sunrise Beach Prohibiting Nuisances Requiring the Abatement of Nuisances, and Setting the Penalties for Violation

(first reading)

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

First reading Approved.

Bill No. 2024-16 An Ordinance Regulating Junked Vehicles and Storage of Junked Vehicles in the Village of Sunrise Beach

(first reading)

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

First Reading Approved.

Resolution 2024-08

A Resolution Approving and Authorizing a Subscription to the Small Utility Billing Software (SUBS) Utility Program Owned and Serviced by the Missouri Rural Water Association; and Authorizing Certain Actions Thereto.

Motion to approve given by Steve Carter, second by Steve Barthol. All in favor.

Resolution 2024-08 Approved

Resolution No. 2024-09

A Resolution Authorizing and Accepting a Revised Fee Agreement with Cochran Engineering for Professional Services Relating to the 2024 PPMP Program

Motion to approve by Steve Carter, second by Steve Barthol. All in favor.

Resolution 2024-09 Approved

Resolution No. 2024-10 A Resolution Authorizing and Approving an Agreement with Navigate Building Solutions for Professional Services Relating to Contemplated Municipal Building Improvements.

Motion to approve by Steve Carter, second by Steve Barthol. All in favor.

Resolution 2024-10 Approved

Old Business

Bill No. 2024-10 An Ordinance Amending Ordinance 09-10, Providing for Amendments to the Zoning Code and Land Subdivision Regulations of the Village of Sunrise Beach Missouri (2nd reading)

Motion to approve Bill No. 2024-10 given by Steve Carter, second Steve Barthol, All in favor.

Roll call vote: Michael George, Steve Carter, Greg Gordon, Steve Barthol, Susan Schneider.

Approved on May 13, 2024

Bill No. 2024-11 An Ordinance Establishing a User System for the Village of Sunrise Beach, to Provide Funds needed to Pay for all Expenses Associated with the Village Water System. (2nd reading)

Motion to approve Bill No.2024-11 given Steve Barthol, second by Steve Carter. All in Favor.

Roll Call vote: Greg Gordon, Steve Carter, Steve Barthol, Michael George, Susan Schneider.

Approved on May 13, 2024.

Bill No. 2024-12 An Ordinance Establishing a User Charge System for the Village of Sunrise Beach, to Provide Funds Needed to Pay for all Expenses Associated with the Village Wastewater System. (2nd reading)

Motion to approve Bill No. 2024-12 given by Steve Barthol, second by Michael George. All in favor.

Roll Call Vote: Susan Schneider, Steve Carter, Steve Barthol, Michael George, Greg Gordon.

Approved on May 13, 2024

Bill No. 2024-13 An Ordinance Approving a Petition for Voluntary Annexation filed by Prestige Lakewide LLC Regarding Certain Property Contiguous and Compact to the Village of Sunrise

Beach, Missouri: Annexing Said Property in the Village; Adopting Zoning District Classifications for the Property; and Authorizing Other Actions in Connection with Such Annexation (2nd reading)

Motion to approve Bill No. 2024-13 given by Steve Carter, second Steve Barthol. All in favor.

Roll Call Vote: Greg Gordon, Michael George, Steve Carter, Steve Barthol, Susan Schneider.

Approved on May 13, 2024

City Admin Report:

Open Bids for 1st road project on May 23, 2024. Looking for at least 3 bids. Meeting to be determined upon submissions. Approval to research a future space for a new City Hall to house all departments in one location.

Chief of Police Report: Chief Craig read his monthly report. The 2014 Expedition sold for \$6053.99. Chief Craig would like to allocate those funds towards new body armor and carries. Sunrise Beach Police Department is currently recruiting for a 4th and 5th member to help with the current growth of traffic and City boundaries.

Committee Reports

Finance

Motion to Pay the List of Bills given by Steve Barthol, second Steve Carter, All in favor

Approved.

Approve Pay Phase III Sewer Project Application 9; Brulez TrenchingLLC, 127,497.31; and Shoreline Surveying & Engineering, 35,404.90

Motion Steve Barthol. Second Michael George. All in favor. Approved

Approve Change Order 3, Brulez Trenching total contract addition, 240,874

Motion Steve Barthol. Second Michael Goerge. All in favor. Approved.

Approve Contract 1 Brulez Trenching, Summer Point water extension, 75,951

Motion Steve Barthol. Second Michael George. All in favor. Approved

Approve Contract 2, Brulez Trenching, CoMo Connect water extension, 92,035

Motion Steve Barthol. Second Michael George. All in favor. Approved.

Motion to Adjourn given by Steve Carter. Second Steve Barthol. All in favor.

Adjourn time: 5:41 p.m.

Chairman of the Board

Susan Schneider

(seal)

City Clerk

Erin Hays



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

June 5, 2024

TO: Chairman Schneider and the Board of Trustees
RE: City Manager report, June 10 meeting

Hello everyone,

Please note the following with respect to the June 10 meeting:

- 1. Public Hearing, Notice of Intent to File Application, USDA Community Facilities grant.** This public hearing is required as part of our proposed application for funding for a new police patrol vehicle. The City has used this grant program in past years to purchase vehicles and upon review would recommend we apply for this next round. Chief Craig is very familiar with the program and prepared the materials included in the Board packet. I've also had discussions with USDA staff and agree that the Police vehicle would be the best fit for the grant program at this time. If approved by the Board, the grant would pay up to 75 percent of the cost of a new vehicle, budgeted at \$55,000. The City would be responsible for \$13,750. We budgeted for this item in the FY 25 budget. Chief Craig can address this item in further detail at the meeting.
- 2. Resolution 2024-14, 2024 Asphalt Overlay contract.** This Resolution gives approval to Higgins Asphalt, lowest of two bidders for the 2024 Asphalt Paving project. The Resolution also approves a change in scope to include the entire length of Castle Garden Road, instead of just a section as was included in the original specifications. The Higgins base bid is \$521,035 and includes the following road sections: Deer Valley Road, Highway 5 to Franky and Louie's; Castle Garden Road, 1,800 linear feet; Indian Hills Road, Beachwood to Sunrise Acres Dr, Oddo Drive, entire length; and Spring Cove Road entrance, intersection area only at Highway 5. Copies of the bid tabulation, engineer recommendation and other items are included in the Board packet. We budgeted \$600,000 for this project; adding the additional work on Castle Garden Road would push the total contract cost to approximately \$620,000. I can address this issue in more detail at the meeting.
- 3. Resolution 2024-15, Lexipol Police Policy Manual agreement.** This Resolution approves an agreement with Lexipol, LLC for a new Police Policy Manual and Daily Training Bulletins. The total cost is \$3,760.10, which is within my authority to spend. However, given that this represents a policy initiative I wanted to refer to the Board. The Lexipol service provides a Policy Manual that has been vetted by legal counsel and is in compliance with Missouri law. Assuming we move forward we could then further tailor the policies to meet our own needs and expectations. The service is web-based and allows for easy tracking of revisions and updates, and better overall policy management with individual officers. Chief Craig has reviewed this item and can address further questions at the meeting if desired. We did not budget for this specific item, though we have funding available from the delay in filling the fourth patrol officer positions, which was budgeted to begin April 1. That position has been filled, pending

background checks, and will begin later this month.

4. **Bill 2024-14, Voluntary Annexation, Paradise Tropical Restaurant and adjacent properties.** This bill was given a first reading May 13 and is scheduled for a second and final reading here. I have not heard any public comments on this bill since the first reading. As noted in the May 13 Board report, the annexation includes 13 parcels and approximately 68 acres east of Route TT, including Paradise Tropical Restaurant. A map of the annexation area is included with the meeting materials, along with the annexation petitions and other items. The parcels are made contiguous following the annexation last month of the Franky & Louie's / Deer Valley RV park properties. The properties are owned by Tucker Investments, Tucker Capital and Drake Marine, and are vacant land with the exception of the lakefront restaurant and two homes to the north of the restaurant. The petitions request commercial zoning for the properties, including C-3 for the vacant parcels and LFC-3 for the lakefront properties. The annexation **does not include the public roads** adjacent to the properties, including State Route TT, Putt N Bay Drive, Shawnee View Drive and Tropical Trail Road. We can address further questions on this item at the meeting if desired.
5. **Lead Service Line Inventory, \$10 customer credit.** New federal regulation requires that we perform a lead service line inventory of our water system; the inventory is due to the State of Missouri by October 16. The inventory applies both to the public part of the system and the customer side, which generally is the service line running from the meter to the building. These service lines in general would not be expected to contain lead, given that our system was constructed beginning in the 2010 timeframe. However we still need to perform the inventory, and we need customers to participate. Thus we are proposing to send the attached Lead Service Line Inventory to each of our customers, and to provide a one-time \$10 credit to customers who return the inventory on time. Rachel Snelling, public works, will be the main point of contact for this project and will help assemble the full inventory, with my help. The \$10 credit is at our option but we feel would be a nice incentive for customers to assist. Ms. Snelling will be tasked with performing the inventory at those locations which don't respond, which typically will require a visit to each site and conducting a visual inspection of the service line connection.
6. **Information items / updates.**
 - a. **Franchise Fees.** We researched franchise fees in some detail following discussion at the May 13 meeting. The below table shows actual receipts from Co-Mo Connect for a three-year period. Some payments were missing and we were unable to readily locate them. However in general we would expect to see a decrease in these revenues once Co-Mo discontinues these services.

Co-Mo Connect franchise fees
4.5% of gross revenues

	March	June	Sept	Dec	Total
2024	\$224				
2023	\$298	\$253	\$240	\$215	\$3,029
2022	\$353	\$372	\$349		\$3,096
2021	\$398	\$414		\$362	\$3,195

- b. **MoDOT traffic counts, toll bridge.** I attended a recent meeting of the Lake-area Transportation Advisory Committee (TAC) and MoDOT provided traffic counts on Highway MM, after the toll ended. The counts show a **30 to 35 percent increase** in traffic, with record-breaking numbers on May 17 and again on May 24 (the Friday of

Memorial Day weekend). The average for the May 14-21 period was more than 11,000 cars per day. MoDOT Area Engineer Danny Roeger said at the meeting that 10,000 cars per day typically merits considering a four-lane facility, so MM along with TT and F will be more of a MoDOT focus. He also encouraged the TAC and local officials to continue to work with MoDOT for improvements. I would like to take a little time at the meeting to discuss this in a bit more detail. We definitely need to get these improvements (MM-TT-F, as well as Highway 5), in the MoDOT Statewide Transportation Improvement Plan, at least in my opinion. Right now they are only on the unfunded needs list and we need to go to the next level.

- c. **Caterpillar backhoe.** We took delivery of the new 420-07 unit on May 29 and it has been in use on a daily basis ever since. The unit includes a broom attachment as well as a thumb and forks. We have been brooming streets and tackling other jobs, some of which have been on the list for some time. We would also welcome Troy Smith to the Public Works Department; he has worked for Camden County and MoDOT in the past and we are happy to have him on the team.
- d. **City Hall / Police Dept planning.** We met with Katie Aholt, Navigate Building Solutions on May 29 and reviewed City building needs and options for two sites (current site as well as Oak Star Bank). Ms. Aholt plans to present the report at the July 8 meeting. Based on initial discussions we are anticipating an approximate 8,000 square foot building, with 30 parking spaces +/- . Preliminary review shows we would need additional land at the City Hall site, while the Oak Star site should have sufficient land for the project.
- e. **New utility billing system.** We plan to implement the new SUBS billing system with the June billing. Bills will be sent by email and text if we have that information in the system. Customers will be able to make payment electronically through the new CourtMoney system, or through the current sunrisebeachpay.com system.

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

June 6, 2024

In the month of May officers responded to eighty two calls for service, had three hundred and four self initiated activities, issued twenty five citations and thirty four warnings.

We have made a conditional employment offer to Chris Horn of Jefferson City. Officer Horn has accepted the offer and is scheduled to start on the 17th of this month. Officer Horn has eight years of experience with the Missouri Dept of Conservation, Missouri Attorney Generals Office, Columbia PD, Cole County Sheriffs Office and most recently Dixon PD. I am looking forward to bringing Officer Horn on staff and believe he will be an asset to the department and city. It is my hopes to have Officer Horn at the July board meeting to meet the board. I have been in talks with another potential hire that is planning on submitting an application in the very near future.

Steve Roth and I have been discussing replacing the 2011 Chevrolet Tahoe. I believe this is a very important project as the Tahoe is not rated for police work and is 13 years old. Steve and I have been working on a USDA grant in hopes to replace the Tahoe at a very low cost to the city. The grant is the same that I used to purchase our new Tahoe and Durango with. If the grant process moves quickly we could expect to replace the Tahoe late this fall, however I believe it will likely be late spring.

Lt. Schultz and I attended the final planning meeting of the new Human Trafficking Task Force, here at the lake. Next Month there will be a meeting where all involved will organize the task force and begin to plan operations.

On June 19th, The Branding Iron will hosting a Celebrity Waiter Night to raise funds for our Westside Shop with a Hero program. On this night officers, firefighters and EMS will be working as bussers and food runners to raise money to take area children Christmas shopping. It is our hope to raise enough this year to include vouchers for a Christmas dinner as well as other critical winter items. All are welcome and your support would be greatly appreciated.

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

Scott Craig, Chief of Police



May 17, 2024

Public Notice of Intent to File Application

NOTICE is given that a public hearing will be held by Sunrise Beach Village of Camden County, Missouri, at 5:00 p.m. on June 10, 2024 at the City Hall in Sunrise Beach, Missouri, 16537 N. Highway 5 to discuss the organization's submission of an application for a grant from the USDA, Rural Development for help in purchasing a 2024 PPV SUV patrol vehicle. Citizens who wish to comment or request more information on this proposal will be given an opportunity to speak at the public hearing. For more information contact Erin Hays, City Clerk, at 573-374-8782. Further information is also available online at www.sunrisebeachmo.gov.

Resolution No. 2024-13

A RESOLUTION OF THE VILLAGE OF SUNRISE BEACH CONCERNING ACCEPTANCE AND COMPLIANCE WITH VARIOUS REQUIREMENTS TO OBTAIN FINANCIAL ASSISTANCE FROM UNITED STATES OF AMERICA, ACTING THROUGH THE UNITED STATES DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT.

WHEREAS, the Village of Sunrise Beach wishes to make application through the United States Department of Agriculture, Rural Development – Community Facilities program for purchase of a 2024 Police Patrol Vehicle for the Sunrise Beach Police Department; and

WHEREAS, the Board of Trustees of the Village of Sunrise Beach wishes to authorize the Board Chairman and City staff to accept such terms and conditions and enter into such agreements as may be necessary to complete the Village application;

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

Section 1. Definitions.

- A. The Village of Sunrise Beach will also be referenced as “applicant”, “recipient”, “participant”, and “grantee” throughout this document.
- B. United States of America, acting through United States Department of Agriculture, Rural Development, will also be referenced as USDA Rural Development and “RD” throughout this document.

Section 2. Certifications.

The following listed forms with instructions are attached hereto and fully incorporated as if set forth herein:

- A. Standard Form 424-D, Assurances – Construction Programs.
- B. Form RD 400-1, Equal Opportunity Agreement.
- C. Form RD 400-4, Assurance Agreement.
- E. FmHA Instruction 1940-Q, Exhibit A-1 (8-21-91), Certification for Contracts, Grants and Loans.

Section 3. Miscellaneous Provisions.

A. If any section, subsection or part of this resolution, whether large or small, and whether set forth or incorporated herein by reference, is for any reason held invalid, the validity thereof shall not affect the validity of any of the other provisions of this resolution, whether large or small, and whether set forth or incorporated herein by reference.

B. If any section, subsection, or other part of this resolution is found to conflict with an actual form set forth or referred to herein, the version of the form which is in effect on the date of this instrument will be applicable.

C. The signature of the Chairman of the Board and the attestation by the City Clerk to this Resolution and attestation to this Resolution shall act as the signature and attestation to each and every one of the requirements and forms set for and incorporated by reference in the sections and subsections of this resolution as fully as if signed and attested to on individual documents or forms for each.

Section 4. Notice to Applicant.

A. The applicant is given notice and hereby acknowledges the following: Applicants are required to identify any known relationship or association with a Rural Development employee. This would include family members, known close relatives, business associates or known close personal associates. In these cases, arrangements will be made for special handling of processing and servicing actions as required by CFR Part 1900 Subpart D. It will not affect your account status.

This Resolution shall be in full force and effect from and after its passage and approval.

PASSED this date _____

The vote was: _____ Yeas _____ Nays Absent _____

Chairman

Attest

City Clerk

PART 1940 - GENERAL

Subpart Q - Restrictions on Lobbying

§1940.801 Purpose.

This subpart implements section 319 of Public Law 101-121, which prohibits applicants and recipients of Federal contracts, grants and loans from using appropriated funds for lobbying the Federal Government in connection with a specific award. Section 319 also requires that each person who requests or receives a Federal contract, grant, loan, or a Federal commitment to guarantee a loan, must disclose the expenditure of any funds, other than appropriated funds, for lobbying activities. This subpart provides administrative guidance regarding the information contained in U.S. Department of Agriculture's (USDA) 7 CFR part 3018 and Departmental Regulation (DR) 2400-5, which are attached as Exhibits A and B of this subpart. This subpart is inapplicable to Farm Service Agency, Farm Loan Programs. (Revised 01-09-08, PN 417.)

§1940.802 [Reserved] (Revised 07-31-96, PN 264.)

§1940.803 Definitions.

In addition to the following, refer to the definitions in §3018.105 of Exhibit A of this subpart.

Appropriated funds. Federal funds received from any Federal agency for a purpose or purposes authorized by such agency.

Communication. Includes written, oral, electronic or other means of communications.

Receiving office. The State, District, or County Office that is the primary office responsible for processing an application.

§§1940.804 - 1940.809 [Reserved]

§1940.810 Certification for contracts, grants and loans.

(a) The Certification for Contracts, Grants and Loans, contained in Exhibit A-1 of this subpart, must be completed at the time an application or bid proposal is submitted by a person requesting a contract or grant exceeding \$100,000, or a loan exceeding \$150,000.

(b) Any person who requests or receives a contract, subcontract or subgrant exceeding \$100,000 at any tier under a covered contract, grant or loan, must complete and submit a certification to the next higher tier.

(c) The certification completed by a person referred to in paragraph (a) of this section will be collected by the receiving office and filed in the case folder.

(d) Recipients of contracts, grants or loans, or their subs, who receive certifications from lower tier applicants or recipients shall file the certifications with documents related to the subaward, and shall make them available for Agency examination upon request.

(e) Refer to §3018.110 of Exhibit A of this subpart for additional information.

§1940.811 Statement for loan guarantees.

(a) The Statement for Loan Guarantees, contained in Exhibit A-2 of this subpart, must be completed by the lender at the time an application is filed for each loan exceeding \$150,000.

(b) The statement will be collected by the receiving office and filed in the case folder.

(c) Refer to §3018.110 of Exhibit A of this subpart for additional information.

§1940.812 Disclosure of lobbying activities.

(a) Standard Form (SF) LLL, "Disclosure of Lobbying Activities," which is part of Exhibit A of this subpart, must be completed by a person requesting or receiving a Agency contract, grant, loan, or a Agency commitment to guarantee a loan, and who meets the following conditions:

- (1) the award amount exceeds the threshold stated in §1940.810(a) or §1940.811(a) of this subpart; and

(2) the person has made or has agreed to make any payment, using funds other than appropriated funds, to influence or attempt to influence a decision in connection with that specific award.

(b) SF-LLL must also be completed by any person who requests or receives a contract, subcontract or subgrant at any tier under a covered contract, grant or loan, and who meets the following conditions:

(1) the award amount exceeds \$100,000; and

(2) the person has made or has agreed to make any payment, using funds other than appropriated funds, to influence or attempt to influence a decision in connection with that specific award.

(c) Each person who meets all conditions of paragraph (a) or (b) of this section will submit a disclosure form at the time of the application or bid proposal, and, at the end of each calendar quarter in which there occurs an event as specified in §3018.110 (c) of Exhibit A of this subpart.

(d) All disclosure forms, including quarterly updates, will be collected in the receiving office. The forms completed by persons under paragraph (a) of this section will be submitted directly to the receiving office. Forms completed by persons under paragraph (b) of this section will be submitted to the next higher tier. They will then be forwarded from tier to tier until they reach the receiving office. The original completed form will be retained in the case folder. One copy will be forwarded to the State Director, and a second copy will be sent immediately to the following address:

USDA, Office of Operations
Procurement Division
Policy and Review Team
14th and Independence Ave., S.W.
Room 1575-S
Washington, D.C. 20250

(e) The information provided on this form cannot be used by Rural Development as a basis for denying Federal assistance.

(f) Refer to Exhibit B of this subpart for additional information.

§§1940.813 - 1940.819 [Reserved]

RD Instruction 1940-Q

§1940.820 Exceptions.

(a) The prohibition on the use of appropriated funds and disclosure requirements governing the use of funds, other than appropriated funds, do not apply to certain activities. These activities are described in Subparts B and C of Exhibit A of this subpart.

(b) Section 319 of P.L. 101-121 imposes no restrictions on the use of any funds for general lobbying; i.e., attempts to influence Congress or the Executive Branch with respect to a program, rather than a specific award. Such general lobbying need not be disclosed on SF LLL. However, Section 319 does not authorize lobbying otherwise restricted or prohibited by law.

§1940.821 Examples.

Several examples of activities addressed by this Instruction are contained in Exhibit C of this subpart. They are to be used for guidance purposes only.

§§1940.822 - 1940.839 [Reserved]

§1940.840 Penalties and enforcement.

(a) Failure to comply with the provisions of this subpart may result in civil penalties, as described in §3018.400 of Exhibit A of this subpart.

(b) The Under Secretary, Rural Development, shall take such actions as are necessary to ensure that the provisions in Section 319 of P.L. 101-121 are vigorously implemented and enforced.

§§1940.841 - 1940.850 [Reserved]

Attachments: Exhibits A, A-1, A-2, B, and C

oOo

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(name)

(date)

(title)

STATEMENT FOR LOAN GUARANTEES

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to guarantee a loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____	_____
(name)	(organization)
_____	_____
(title)	(date)

EXAMPLES OF ACTIVITIES ADDRESSED BY RD INSTRUCTION 1940-Q

1. [A] is an applicant for a \$1,000,000 Rural Development Rural Rental Housing Loan. [B] is an architectural firm retained by [A] for preliminary design studies. [A] has requested [B] to visit the Rural Development State Office to discuss design options for use in developing an application.

This technical activity is specifically authorized for use of appropriated funds and does not need to be reported by [A] as a lobbying activity. However, if the visit includes any communication with Rural Development officials on application issues that are not architecturally related, the activity is not exempt from the law.

2. [C] will be submitting a loan application in the amount of \$149,000 for a community facility. [C] has paid, with its own funds, [D], a consultant, to visit the National Office to help expedite the application when it is received.

[C] will not be required to submit a certification nor a disclosure form because the loan amount is less than \$150,000.

3. [E] is borrowing \$2,000,000 from Rural Development to construct a hospital. The construction contract with [F] is in the amount of \$1,700,000. [F] has a mechanical subcontract with [G] in the amount of \$150,000.

[E] must submit a certification to Rural Development at the time of the application. [F] must submit its certificate with the proposed bid to [E]. [G], having a subcontract of more than \$100,000, must submit a certificate to [F]. [E] and [F] will retain the certifications they received from the lower tier awardees.

4. [H] is a lender who has requested an 80 percent guarantee on a \$175,000 guaranteed loan for applicant [I]. [I] submitted the loan application without a signed statement from [H] because the guaranteed portion of the loan (80% of \$175,000) was less than \$150,000.

The amount that determines whether or not a statement is required from the lender is the total guaranteed loan (amount obligated = \$175,000); therefore, the application should have included a statement from [H]. [I] is not required to sign a certification.

5. [J] is a long time Rural Development borrower who submitted a Form SF LLL because she paid [K], a lobbyist, with her own funds, to visit Washington in an attempt to persuade a Member of Congress to increase the Farmer Programs budget for the next fiscal year.

The disclosure form is not required when the lobbying activity involves a program and not a specific application or award.

oOo

APPLICANT'S FEASIBILITY REPORT

1. **Existing Facility.** Briefly describe what facilities you currently have or how service is currently provided.

2. **Proposed Facility.** Describe what you want to purchase or construct. Indicate what the facility will be used for, approximate size, and expected method of procurement. For buildings indicate location, basic materials or type of construction, and attach a sketch or working drawings. For items of major equipment, indicate new or used, existing or custom-built, and any special features.

3. **Need for the Facility.** Indicate why the proposed facility is needed.

4. **Service Area.** Indicate what area the proposed facility will serve and, if known, the population or number of families served.

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Officer, OIRM AG Box 7630, Washington, D. C. 20250; and to the Office Management and Budget, Paperwork Reduction Project (OMB No. 0575-0120), Washington, D. C. 20503. Please DO NOT RETURN this form to this address. Forward to the local USDA office only.

5. Cost Estimate.

Development and construction.....	\$ _____
Land and rights.....	_____
Legal fees.....	_____
Architect and Engineer.....	_____
Equipment.....	_____
Refinancing.....	_____
Other (describe)	_____
Total.....	_____

6. Income. List the sources and estimate the amount of expected revenue for a typical year.

7. Other Funds. List the sources and amount of funds that may be available other than from USDA, to fund part of the project (such as applicant's contributions, commercial loans, or loans or grants from other government agencies).

8. Operating History. If you have operated a similar facility, attach audits, financial statements, or lists of income and expenses for the past five years.

9. Signature and Title of Applicant Official	Date
----------------------------------------------	------

**APPLICATION FOR
FEDERAL ASSISTANCE**

1. TYPE OF SUBMISSION: Application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		2. DATE SUBMITTED	Applicant Identifier
Pre-application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		3. DATE RECEIVED BY STATE	State Application Identifier
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5. APPLICANT INFORMATION

Legal Name:		Organizational Unit:	
Organizational DUNS:		Department:	
Address:		Name and telephone number of person to be contacted on matters involving this application (give area code)	
Street:		Prefix:	First Name:
City:		Middle Name	
County:		Last Name	
State:	Zip Code	Suffix:	
Country:		Email:	

6. EMPLOYER IDENTIFICATION NUMBER (EIN): □□-□□□□□□□□	Phone Number (give area code)	Fax Number (give area code)
----------------------------------------------------------------	-------------------------------	-----------------------------

8. TYPE OF APPLICATION: <input type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) <input type="checkbox"/> <input type="checkbox"/> Other (specify)	7. TYPE OF APPLICANT: (See back of form for Application Types) Other (specify)
9. NAME OF FEDERAL AGENCY:	

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: TITLE (Name of Program): □□-□□□□	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:
--------------------------------------------------------------------------------------------------	------------------------------------------------------

12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):

13. PROPOSED PROJECT	14. CONGRESSIONAL DISTRICTS OF:
Start Date: Ending Date:	a. Applicant b. Project

15. ESTIMATED FUNDING:	16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
a. Federal \$.00	a. Yes. <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE:
b. Applicant \$.00	b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372
c. State \$.00	<input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW
d. Local \$.00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
e. Other \$.00	<input type="checkbox"/> Yes If "Yes" attach an explanation. <input type="checkbox"/> No
f. Program Income \$.00	
g. TOTAL \$.00	

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Authorized Representative		
Prefix	First Name	Middle Name
Last Name		Suffix
b. Title		c. Telephone Number (give area code)
d. Signature of Authorized Representative		e. Date Signed

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form used by applicants as a required face sheet for pre-applications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

Item:	Entry:	Item:	Entry:																
1.	Select Type of Submission.	11.	Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project.																
2.	Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable).	12.	List only the largest political entities affected (e.g., State, counties, cities).																
3.	State use only (if applicable).	13.	Enter the proposed start date and end date of the project.																
4.	Enter Date Received by Federal Agency Federal identifier number: If this application is a continuation or revision to an existing award, enter the present Federal Identifier number. If for a new project, leave blank.	14.	List the applicant's Congressional District and any District(s) affected by the program or project																
5.	Enter legal name of applicant, name of primary organizational unit (including division, if applicable), which will undertake the assistance activity, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, e-mail and fax of the person to contact on matters related to this application.	15.	Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.																
6.	Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.	16.	Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.																
7.	Select the appropriate letter in the space provided. <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. State</td> <td style="width: 50%;">I. State Controlled Institution of Higher Learning</td> </tr> <tr> <td>B. County</td> <td>J. Private University</td> </tr> <tr> <td>C. Municipal</td> <td>K. Indian Tribe</td> </tr> <tr> <td>D. Township</td> <td>L. Individual</td> </tr> <tr> <td>E. Interstate</td> <td>M. Profit Organization</td> </tr> <tr> <td>F. Intermunicipal</td> <td>N. Other (Specify)</td> </tr> <tr> <td>G. Special District</td> <td>O. Not for Profit Organization</td> </tr> <tr> <td>H. Independent School District</td> <td></td> </tr> </table>	A. State	I. State Controlled Institution of Higher Learning	B. County	J. Private University	C. Municipal	K. Indian Tribe	D. Township	L. Individual	E. Interstate	M. Profit Organization	F. Intermunicipal	N. Other (Specify)	G. Special District	O. Not for Profit Organization	H. Independent School District		17.	This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.
A. State	I. State Controlled Institution of Higher Learning																		
B. County	J. Private University																		
C. Municipal	K. Indian Tribe																		
D. Township	L. Individual																		
E. Interstate	M. Profit Organization																		
F. Intermunicipal	N. Other (Specify)																		
G. Special District	O. Not for Profit Organization																		
H. Independent School District																			
8.	Select the type from the following list: <ul style="list-style-type: none"> • "New" means a new assistance award. • "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date. • "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision enter the appropriate letter: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Increase Award</td> <td style="width: 50%;">B. Decrease Award</td> </tr> <tr> <td>C. Increase Duration</td> <td>D. Decrease Duration</td> </tr> </table> 	A. Increase Award	B. Decrease Award	C. Increase Duration	D. Decrease Duration	18.	To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)												
A. Increase Award	B. Decrease Award																		
C. Increase Duration	D. Decrease Duration																		
9.	Name of Federal agency from which assistance is being requested with this application.																		
10.	Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.																		

USDA
Form RD 400-4
(Rev. 11-17)

ASSURANCE AGREEMENT
(Under Title VI, Civil Rights Act of 1964)

FORM APPROVED
OMB No. 0575-0018
OMB No. 0570-0062

The

(name of recipient)

(address)

As a condition of receipt of Federal financial assistance, you acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits you from discriminating on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), and 7 CFR Part 15, 7 CFR 1901, Subpart E.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [in accordance with USDA RD LEP Guidance for RD Funded (Assisted) Programs]. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. You are encouraged to consider the need for language services for LEP persons served or encountered both in developing your budgets and in conducting your programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>;

2. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];
3. The Age Discrimination Act of 1975, as amended, which prohibits you from discriminating on the basis of age (42 U.S.C. 6101 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];
4. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits you from discriminating on the basis of disability (29 U.S.C. 794) [as implemented by 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E];
5. Title VIII of the Civil Rights Act, which prohibits you from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units, i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features, see 24 CFR Part 100.201; and
6. Titles II and III of the Americans with Disabilities Act, which prohibit you from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions governing USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to records, accounts, documents, information, facilities, and staff:

1. You must cooperate with any compliance review or complaint investigation conducted by USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).
2. You must give USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by Title VI, Title IX, Age, and Section 504 implementing regulations and other applicable laws or program guidance.
3. You must keep such records and submit to the responsible Department official or designee timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the responsible Department official or his designee may determine to be necessary to ascertain whether you have complied or are complying with relevant obligations.
4. You must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Rural Development or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
6. If, during the past three years, you (the recipient) have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, you must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements.
7. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against you, or you settle a case or matter alleging such discrimination, you must forward a copy of the complaint and findings to USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), Office of Civil Rights.

The United States has the right to seek judicial enforcement of these obligations.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of program-specific nondiscrimination policy requirements found at CFR Part 15, 7 CFR Part 15 b, 12 CFR Part 202, 7 CFR 1901, Subpart E., DR4300-003, DR4330-0300, DR4330-005.

Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), this assurance obligates the Recipient for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Recipient for the period during which the federal assistance is extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).

Employment Practices

Where a primary objective of the federal assistance is to provide employment or where the Recipient's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), the Recipient agrees not to discriminate on the grounds of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

COMMUNITY FACILITY APPLICANT CERTIFICATION

Certification for commercial credit

The undersigned certifies, to the best of their knowledge and belief, that:

1. The organization is unable to finance the proposed project from its own resources or through commercial credit at reasonable rates and terms under subpart 1942.17 (b) (3)
2. Or other funding sources without grant assistance under subpart 3570.61 (c)
3. The organization is unable to obtain the required credit without the CP loan guarantee from private, commercial, or cooperative sources at reasonable rates and terms for loans for similar purposes and periods of time under subpart 3575.20 (a)
4. No outstanding judgment has been obtained and recorded by the United States of America in a Federal Court (other than in the United States Tax Court).

Name of Organization

Name of Authorized Official

Signature

Date

The Area Specialist has explained that if credit for the project is available from commercial sources at reasonable rates and terms, the applicant will not be eligible for RD financing. Based on the review of the applicant's historical and forecasted combined statements, it is noted that if the entity were to pursue commercial credit it would adversely affect their cash flow and would require project modifications that would not meet the needs of the community.

Area Specialist Signature

Date

CERTIFICATE OF CLERK

STATE OF MISSOURI)

SS

COUNTY OF _____)

I, the undersigned, duly elected, qualified, and acting clerk of the

City County Village District of _____

in _____ County, Missouri, (hereafter called the municipality county

district), do hereby certify:

That the municipality is a duly organized City of the ____ Class

That the municipality is a duly organized Village

That the county is a duly organized county of the ____ Class

That the district is a duly organized district in the county of _____,

in the State of Missouri, and that the following are duly elected, qualified and acting officers of

said municipality county district:

Name

Title

The municipality county district has continuously functioned as such

municipality county district for a period of at least ____ years.

Witness whereof, I have hereunto set my hand officially and affixed the seal of said

municipality county district this _____ day of _____, 20____.

(SEAL)

Scott Craig, Chief of Police



Phone: 573-374-7757

Fax: 573-374-8118

Sunrise Beach Police Dept.
32 Sunset Hills CT

PRESS RELEASE

May 15, 2024

FOR IMMEDIATE RELEASE

CONTACT: Chief Scott Craig

Public Notice of Intent to File Application

NOTICE is given that a public hearing will be held by Sunrise Beach Village of Camden County, Missouri, at 5:00 p.m. on June, 10th, 2024 at the City Hall in Sunrise Beach, Missouri to discuss the organization's submission of an application for a grant from the USDA, Rural Development for help in purchasing a 2024 PPV Patrol SUV. For information contact Chief Scott Craig, at chief.craig@sunrisebeachmo.gov.

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Resolution No. 2024-14

A RESOLUTION AUTHORIZING AND APPROVING A CONTRACT WITH HIGGINS ASPHALT PAVING COMPANY INC. FOR CONSTRUCTION OF THE 2024 ASPHALT OVERLAY IMPROVEMENT PROJECT IN THE VILLAGE OF SUNRISE BEACH

WHEREAS, the Village of Sunrise Beach has caused to be prepared plans and specifications for reconstruction and asphalt overlay of selected roads and sections of roads in the Village, and the Village further has solicited sealed bids from qualified contractors to perform the work as specified; and

WHEREAS, the Village received two bids for the project, and the Project Engineer upon review of the bids has determined the low bid from Higgins Asphalt Paving Company bid to be in conformance with the terms outlined in the bid proposal, and upon further review has recommended the Village award the contract to Higgins Asphalt; and

WHEREAS, upon review of the Project Engineer and further consideration, the Board of Trustees finds the low bid from Higgins Asphalt to be most advantageous to the City;

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

1. The Board of Trustees hereby accepts and approves the low bid from Higgins Asphalt Paving Company Inc. in the base bid amount of Five-Hundred Twenty-One Thousand Twenty-Three Dollars and Thirty-Five cents (\$521,023.35). The Chairman of the Board of Trustees is hereby authorized and directed to enter into a Contract Agreement with Higgins Asphalt, in the form as attached as Exhibit A.
2. The Board of Trustees hereby approves a change in the project scope to include asphalt paving and pavement repair / reconstruction of the entire length of Castle Garden Road (from the intersection to Singing Oaks to the road terminus, approximately 4,400 linear feet.) Payment for the additional work shall be based on unit prices as included in the Higgins Asphalt Paving Company bid, as reviewed and approved by the Project Engineer.

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

Passed this 10th Day of June, 2024.

Susan Schneider, Chairman

Attest

City Clerk



May 28, 2024

Steve Roth
City Administrator
City of Sunrise Beach
16363 MO-5
Sunrise Beach, MO 65079

RE: Recommendation of Award
2024 Asphalt Overlay Program
Project No. SC24-1581

Dear Mr. Roth,

This letter is to advise you that Cochran has reviewed the bids the City received on the above referenced project. There were two (2) bids received. After careful consideration and analysis of the bid tabulation, it is our recommendation that the City award the above referenced project to Higgins Asphalt Paving Company, Inc. Their bid was the lowest bid received and they appear to be a responsible firm and capable of performing the work associated with the project. A review of the required paperwork and bonds submitted with the bid revealed that everything is in compliance with the terms outlined in the Bid Proposal.

The price submitted by Higgins Asphalt Paving Company, Inc. was \$521,023.35, which is approximately 4% below the engineer's estimate for the project. Unit prices seem appropriate when keeping in mind that industry wide, current bid results are indicating a large increase in construction costs due to higher material costs, increased labor costs, labor shortages, increased fuel prices and higher than normal inflation.

The Bid Tabulation with the Engineer's estimate and the bid from Higgins Asphalt Paving have been included with this letter. Please let me know if you have any questions or require any additional information.

Sincerely,

Michael D. Spalding
Senior Project Manager

Project Name: 2024 Asphalt Overlay Program
 Sponsor: Sunrise Beach, Missouri
 Cochran #: SC24-1581
 Bid Date: 23-May-24



Bid No.	Description	Unit	Quantity	Higgins Asphalt		Capital Paving	
				Unit Cost	Extended Cost	Unit Cost	Extended Cost
1	Mobilization	LS	1	\$7,887.50	\$7,887.50	\$12,000.00	\$12,000.00
2	Traffic Control (all traffic control other than changeable message sign)	LS	1	\$3,300.00	\$3,300.00	\$27,000.00	\$27,000.00
3	Changeable Message Sign with Communication Interface, Contractor Furnished, Contractor Retained	EA	2	\$4,345.00	\$8,690.00	\$4,000.00	\$8,000.00
4	Pavement Milling 3" or Less (Asphalt or Concrete pavement)	SY	4,216	\$5.65	\$23,820.40	\$5.25	\$22,134.00
5	Asphalt Pavement (BP-1) (Leveling Course) (1" or Less)	TON	162	\$113.50	\$18,387.00	\$130.00	\$21,060.00
6	Asphalt Pavement (BP-1) (Surface Course) (2" or 2 1/2")	TON	3,185	\$113.50	\$361,497.50	\$122.50	\$390,162.50
7	Partial Depth Pavement Repair (Milling and Asphalt Patch) (Allowance)	SY	2,831	\$30.00	\$84,930.00	\$36.10	\$102,199.10
8	Pavement Marking - Lane Lines 4" - Yellow and White (High Build Waterborne)	LF	18,079	\$0.63	\$11,389.77	\$0.60	\$10,847.40
9	Pavement Marking 24" - Stop Bar White (Standard Waterborne)	LF	122	\$9.19	\$1,121.18	\$8.75	\$1,067.50

Total Base Bid:

\$521,023.35

\$594,470.50

ARTICLE 10

BID FORM PROPOSAL

PROJECT NAME: 2024 Asphalt Overlay Program BID TIME: 2:00 p.m.

PROJECT LOCATION: Sunrise Beach, Missouri BID DATE: 5/23/2024

BIDDER NAME: Higgins Asphalt Paving Co., Inc.

TO: City of Sunrise Beach ("Owner")

In response to the Invitation for Bids for Project No. SC24-1581, and in accordance with the Instructions to Bidders and other Bidding Documents, the undersigned Bidder declares that he has had an opportunity to examine the site of the Work and has carefully examined the Contract Documents therefore, including the Addenda identified below, and on the basis thereof, and being fully familiar with the local conditions affecting the Work, and upon written notice of award of contract, acknowledges and agrees to provide all labor, material, equipment, tools, management and supervision, safety and technical services, insurance, bonds and incidentals necessary or required for the faithful performance of the Contract Work in accordance with the above-referenced documents in a safe, timely and workmanlike manner for the following Base Bid Price:

<p>BASE BID:</p> <p><u>Five hundred twenty one thousand, twenty three and ³⁵/₁₀₀</u> Dollars (Amount in Words)</p> <p>(\$ <u>521,023.35</u>)</p>

DETERMINATION OF LOW BIDDER. The Low Bidder will be determined by the total of the Base Bid.

ACCEPTANCE FOR PROVISION FOR ASPHALT CEMENT PRICE INDEX: Bidders have the option to accept the provision for Asphalt Cement Price Index in accordance with the General Provisions. The bidder must mark each box below if they choose to accept the provision. The Asphalt Cement Provision applies only to projects that have a quantity of asphalt wet ton mix pay items or converted square yard quantity over 1,000 tons. The above quantity limits apply to an individual project or any number of projects in the contract combination.

Asphalt Cement

The Base Bid amount is more fully itemized as follows:

BIDDER NAME: Higgins Asphalt Paving Co.

ITEMIZED BID FORM

Each bidder shall specify a unit price for each of the separate items listed. The bidder shall show the products of the respective unit prices and quantities in the column provided. In cases of errors or discrepancies in extensions, the unit prices shall govern.

Bid No.	Description	Unit	Quantity	Unit Cost	Extended Cost
1	Mobilization	LS	1	7,887.50	7,887.50
2	Traffic Control (all traffic control other than changeable message sign)	LS	1	3,300.00	3,300.00
3	Changeable Message Sign with Communication Interface, Contractor Furnished, Contractor Retained	EA	2	4,345.00	8,690.00
4	Pavement Milling 3" or Less (Asphalt or Concrete pavement)	SY	4,216	5.65	23,820.40
5	Asphalt Pavement (BP-1) (Leveling Course) (1" or Less)	TON	162	113.50	18,387.00
6	Asphalt Pavement (BP-1) (Surface Course) (2" or 2 1/2")	TON	3,185	113.50	361,497.50
7	Partial Depth Pavement Repair (Milling and Asphalt Patch) (Allowance)	SY	2,831	30.00	84,930.00
8	Pavement Marking - Lane Lines 4" - Yellow and White (High Build Waterborne)	LF	18,079	0.63	11,389.77
9	Pavement Marking 24" - Stop Bar White (Standard Waterborne)	LF	122	9.19	1,121.18
TOTAL BASE BID					521,023.35

By submitting this Bid, the Bidder agrees to waive any claim it has or may have against the Owner or Engineer, and their respective employees, arising out of or in connection with the administration, evaluation or recommendation of any bid(s).

Addenda

The undersigned Bidder acknowledges the following Addenda. If there are no Addenda write "None" in the space provided:

Addendum No.: ___ dated _____ pages _____

Addendum No.: ___ dated _____ pages _____

Addendum No.: ___ dated _____ pages _____

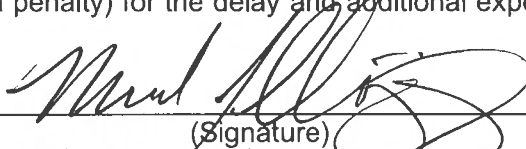
Acknowledgements

Bidder understands that Owner reserves the right to reject any and all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be valid and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for receiving bids.

Within five (5) working days after receipt of written notice of award of contract, Bidder will execute and deliver to the Owner the formal Owner-Contractor Agreement included in the Bid Package, and deliver to the Owner the surety bond or bonds as required by the Contract Documents.

The Bid Security attached hereto, in the sum of _____ Dollars (\$_____) shall become the property of the Owner in the event that the Owner-Contractor Agreement and the Bond(s) are not executed and delivered to the Owner within the time set forth above, as liquidated damages (and not as a penalty) for the delay and additional expense to the Owner caused thereby.


(Signature)

Micah Higgins
(Print Name)

Higgins Asphalt Paving Co., Inc.
(Company Name)

35086 Higgins Rd, Tipton, MD 65081
(Address)

660-252-4540
(Telephone Number)

(Seal - If bid by Corporation)

SUBCONTRACTOR CERTIFICATION REGARDING AFFIRMATIVE ACTION

Project: _____
Job No. _____
Route: _____
County: _____

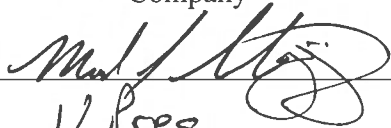
Certification Regarding Affirmative Action and Equal Opportunity: The bidder (prospective prime contractor) or proposed subcontractor certifies:

1. Affirmative Action Program: That it has developed and has on file at each of its establishments affirmative action programs pursuant to 41 CFR Part 60-2.
2. Equal Opportunity Clause: That it has participated in a previous contract or subcontract subject to the equal opportunity clause set forth in 41 CFR Part 69-1.4 and executive order no. 11246.
3. Compliance Reports: That it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs and his designate, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements contained in 41 CFR Part 60-1.

If the text of the certification above is incorrect, the bidder or subcontractor making the certification shall correct it below:

NOTE: This certification applies to and must be executed by each bidder (prospective prime contractor) or proposed subcontractor if its proposed contract or subcontract on this project will equal or exceed \$10,000 or that contractor or subcontractor has contracts or subcontracts on federally assisted projects in any 12-month period which have or can reasonably be expected to have, an aggregate total value exceeding \$10,000 41 CFR Part 60-1.5(a)(1). It is a duty and contract obligation of the prime contractor to ensure that each of its subcontractors, which meet this criterion, executes and submits to the commission this certification also.

Higgins Asphalt Paving Co., Inc.
Company

By: 

 V. Pres.
 Title

Date: 5.23-24

SUBCONTRACTOR APPROVAL FORM

This fully completed report must accompany and be part of the sealed Bid Proposal.

- 1. Name of Bidder: Higgins Asphalt Paving Co., Inc
- 2. Address Bidder: 35086 Higgins Rd
Tipton MO 65081 660-252-4540
City State Zip Phone

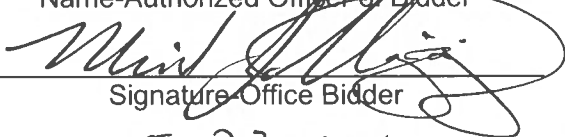
3. The above-named Bidder intends to subcontract for materials, services, supplies, specialty contractors, etc., in the following fashion:

<u>Names and Addresses of Subcontractor Which the Contractor Anticipates Utilizing</u>	<u>Nature of Participation</u>	<u>\$ Value of Subcontractor</u>
<u>KW Luetkemeyer, Jefferson City</u>	<u>Striping</u>	<u>14,700.00</u>
<u>Keith Contracting, Centertown</u>	<u>CMS</u>	<u>7900.00</u>
_____	_____	_____
_____	_____	_____

- A. Total of Above 22,600.00
- B. Total Bid Amount 521,023.35

Subcontractor Utilization as a % of Total Bid Amount: (A/B x 100) 4.34%

Micah Higgins
Name-Authorized Officer of Bidder


Signature-Office Bidder

5-23-24
Date

Resolution No. 2024-15

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH LEXIPOL, LLC FOR PROVISION OF LAW ENFORCEMENT POLICY MANUAL AND DAILY TRAINING BULLETINS TO BE PROVIDED ON AN ONGOING SUBSCRIPTION-BASED SERVICE

WHEREAS, the Village of Sunrise Beach Police Department desires to upgrade and improve its standard operating procedures and policy manuals and has requested a proposal from Lexipol LLC for provision of said services; and

WHEREAS, the Village has reviewed said proposal and has determined it to be most advantageous to the City;

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

1. The Chairman of the Board of Trustees is hereby authorized and directed to execute an agreement with Lexipol LLC for provision of Law Enforcement Policy Manual and Daily Training Bulletins, in the form as attached as Exhibit A, and incorporated fully herein. The pricing is included in the Lexipol LLC proposal and is restated here as reference:
 - a. Annual fee of \$3,760.10, to include the Missouri Police Chiefs Association 5% member discount.

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

Passed this 10th Day of June, 2024.

Susan Schneider, Chairman

Attest

City Clerk



MASTER SERVICE AGREEMENT

Agency's Name: Sunrise Beach Police Department
Agency's Address: POB 348
Sunrise Beach, Missouri 65079

Attention: Chief Scott Craig

Sales Rep: Karen James
Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Effective Date: _____
(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Sunrise Beach Police Department

Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

Lexipol, LLC

Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (12 Months)	USD 3,958.00	5%	USD 197.90	USD 3,760.10
	Subscription Line Items Total			USD 197.90	USD 3,760.10
				USD 197.90	USD 3,760.10
				Discount:	USD 197.90
				TOTAL:	USD 3,760.10

*Law Enforcement pricing is based on 4 Law Enforcement Sworn Officers.

Discount Notes

5% MOPCA member annual subscription discount.

Notes

Pricing based on 4 (and up to 5) FT sworn.

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “Party” and collectively as the “Parties.”

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 “Agency” means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 “Agency Data” means all data, information, and content owned by Agency prior to the Effective Date, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 “Agreement” means the combination of the cover sheet (signature page); Exhibit A (“Selected Services and Associated Fees”); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 “Effective Date” means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in writing and defined as the “Effective Date.”

1.5 “Initial Term” means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 “Lexipol Content” means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.7 “Services” means all products and services, including but not limited to all software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates from time to time.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency’s authorized representative, with an Effective Date as indicated on the cover page. This Agreement shall renew in successive one-year periods (each, a “Renewal Term”) on the anniversary of the Effective Date unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. This Agreement may be terminated by Agency at any time for convenience (including due to lack of appropriation of funds) by providing written notice to Lexipol.¹

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency’s access to the Services ordered pursuant to Exhibit A herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

¹ Note: fees paid for Online Services (as defined herein) are not eligible for refund, proration, or offset in the event of Agency’s termination for convenience as Online Services are delivered in full as of the Effective Date. Fees pre-paid for Professional Services may be eligible for offset to the extent such Services have not been delivered by Lexipol to Agency.

4. Fees; Invoicing. Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

5. Terms of Service. The following provisions govern access to and use of specific Lexipol's Services:

5.1 Online Services. Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS")², Cordico wellness application(s), GrantFinder, and Virtual Instructor-Led Training (collectively, the "Online Services").

5.2 Professional Services. Lexipol's Professional Services include certain paid Services that are not part of Lexipol's Online Services and which require the professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals, technical support for online learning, accreditation consulting, grant writing³, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A.

5.3 Intellectual Property. Lexipol's Services, and the Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency and its personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol's policy Content may be incorporated into Agency's final policies⁴, including beyond the expiration or termination of this Agreement, but Agency may not create other Derivative Works, share Lexipol Content with third parties, or commercialize Lexipol Content in any way. As used herein, other "Derivative Works" include any work product based on or which incorporates Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol shall have no liability for Agency's creation or use of Derivative Works.

5.4 Account Security. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.5 Agency Data. Lexipol's use of Agency Data is limited to providing the Services, retaining records in the regular course of business, and complying with valid legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through Lexipol or the Services is 100% secure.

² LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

³ Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

⁴ NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE OR FINAL PUBLICATION BY AGENCY, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, WILL BE CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

6. **Confidentiality.** Each Party may disclose information to the other Party that would be reasonably considered confidential, including Agency Data (collectively, “Confidential Information”). The receiving Party will: (a) limit disclosure of any such Confidential Information to authorized representatives; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Each Party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, or equivalent, provided that the disclosing Party promptly notifies, to the extent practicable, the other Party prior to such disclosure so that the other party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information.

7. **Warranty.** LEXIPOL WARRANTS THAT ITS SERVICES SHALL NOT INFRINGE THE RIGHTS OR INTELLECTUAL PROPERTY OF OTHERS, ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS, AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. NOTWITHSTANDING THE FOREGOING, LEXIPOL’S SERVICES ARE PROVIDED “AS-IS” AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

8. **Indemnification; Limitation of Liability.** Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol’s acts or omissions in providing the Services. Each Party’s cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

9. **General Terms.**

9.1 **Entire Agreement.** This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

9.2 **General Interpretation.** The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

9.3 **Invalidity of Provisions.** Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties’ intention as reflected in such provision to the maximum extent possible.

9.4 **Governing Law.** Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

9.5 **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party’s successor in interest through merger, acquisition, or consolidation without additional notice or consent.

9.6 **Waiver.** Either party’s failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

9.7 **Notices.** Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.



SOLUTIONS PROPOSAL



PREPARED FOR:

Sunrise Beach Police Department
Chief of Police Scott Craig
chief.craig@sunrisebeachmo.gov
573-374-7757

PREPARED BY:

Karen James
kjames@lexipol.com
(949) 325-1230

2611 Internet Blvd, Ste 100
Frisco, Texas 75034
(844) 312-9500
www.lexipol.com

Executive Summary

Public safety agencies and local government organizations today face challenges of keeping personnel safe and healthy, reducing risk and maintaining a positive reputation. Add to that the dynamically changing legislative landscape and evolving best practices, and even the most progressive, forward-thinking departments can struggle to keep up.

Lexipol's solutions are designed to save you time and money while protecting your personnel and your community. Our team consists of professionals with expertise in public safety law, policy, state and federal accreditation, training, mental and physical wellness and grants. We continually monitor changes and trends in legislation, case law and best practices and use this knowledge to create policies, training, wellness resources and funding services that minimize risk and help you effectively serve your community.

THE LEXIPOL ADVANTAGE

Lexipol was founded by public safety experts who saw a need for a better, safer way to run a public safety agency. Since the company launch in 2003, Lexipol has grown to form an entire risk management solution for public safety and local government. Today, we serve more than 10,000 agencies and municipalities and 2 million public safety and government professionals with a range of informational and technological solutions to meet the challenges facing these dynamic industries. In addition to providing policy management, accreditation, online training, wellness resources, and grant assistance, we provide 24/7 industry news and analysis through the digital communities Police1, FireRescue1, Corrections1, EMS1 and Gov1.

Our customers choose Lexipol to make an investment in the safety and security of their personnel, their agencies and their communities. We help agencies address issues that create substantial risk, including:

- Inconsistent and outdated policies
- Lack of technology to easily update and issue policies and training electronically
- Unchecked mental health needs of staff
- Difficulty keeping up with new and changing legislation and practices
- Inability to produce policy acknowledgment and training documentation
- Unfamiliarity of city legal resources with the intricacies of public safety law
- The need to secure grant funding for critical equipment, infrastructure and personnel

Lexipol is backed by the expertise of 440 employees with more than 2,075 years of combined experience in constitutional law, civil rights, ADA and discrimination, mental health, psychology, labor negotiations, Internal Affairs, use of force, hazmat, instructional design, federal and state grants and a whole lot more. That means no more trying to figure out policy, achieve accreditation, develop training or wellness content, or secure funding on your own. You can draw on the experience of our dedicated team members who have researched, taught and lived these issues.

We look forward to working with Sunrise Beach Police Department to address your unique challenges.

Scope of Services

Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Proposal

Prepared By: Karen James
Phone: (949) 325-1230
Email: kjames@lexipol.com

Quote #: Q-83231-1
Date: 5/14/2024
Valid Through: 6/28/2024

Overview

Lexipol empowers first responders and public servants to best meet the needs of their residents safely and responsibly. We are the experts in policy, training and wellness support, committed to improving the quality of life for all community members. Our solutions include state-specific policies, online learning, behavioral health resources, funding assistance, and industry news and information offered through the websites Police1, FireRescue1, EMS1 and Corrections1. Lexipol serves more than 2 million public safety and government professionals in over 10,000 agencies and municipalities. The services proposed below are designed to meet your agency's specific goals and needs.

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (12 Months)	USD 3,958.00	5%	USD 197.90	USD 3,760.10
	Subscription Line Items Total			USD 197.90	USD 3,760.10
				USD 197.90	USD 3,760.10
				Discount:	USD 197.90
				TOTAL:	USD 3,760.10

*Law Enforcement pricing is based on 4 Law Enforcement Sworn Officers.

Discount Notes

5% MOPCA member annual subscription discount.

Notes

Pricing based on 4 (and up to 5) FT sworn.

BILL NO. 2024-14

ORDINANCE NO. _____

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

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

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

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

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

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

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

SECTION ONE.

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

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

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

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

SECTION TWO.

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

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

SECTION THREE.

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

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

SECTION FOUR.

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

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

First Reading Date: _____

Second Reading Date: _____

Roll Call Vote: Yeas: _____

Nayes: _____

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

Susan Schneider, Chair

Attest:

City Clerk

Camden County, MO



Legend

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

1 in. = 491ft.

981.3 0 490.67 981.3 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

Notes

AMENDED BILL NUMBER: 2024-15

ORD. NUMBER:

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

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

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

A. JUNK

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

B. JUNKED VEHICLE

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

C. OWNER

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

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

SECTION TWO: Nuisances Affecting Health.

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

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

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

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

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

B. Administrative Abatement.

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

clearly and concisely:

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

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

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

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

D. Police May Issue Citations

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

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

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

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

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

G. Abatement by Civil Suit.

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

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

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

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

First Reading Date: _____

Second Reading Date: _____

Roll Call Vote: Yeas: _____

Nays: _____

Susan Schneider, Chair

Attest:

City Clerk

AMENDED BILL NUMBER: 2024-16

ORD. NUMBER:

**AN ORDINANCE REGARDING THE STORAGE OF ABANDONED
VEHICLES.**

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

SECTION ONE: Definitions.

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

A. JUNKED VEHICLE

1. Any vehicle damaged or inoperable which is parked within the City limits which is not registered or is improperly registered as defined by the State of Missouri, Department of Revenue, Division of Motor Vehicle, has been inoperable for more than seventy-two (72) hours, or is in such a state of repair as to be inoperable, except those on the premises of a duly licensed automobile repairs or sales business; or
2. Any partially dismantled, non-operative, wrecked, discarded, unlicensed, unregistered, improperly licensed, or improperly registered boat, trailer, camper trailer, or recreational vehicle; or

B. Vehicle Repair Shop

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

C. Automotive Dealer

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

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

1. Storage of unlicensed or inoperable motor vehicles by Vehicle Repair Shops or Automotive Dealers shall not be considered a nuisance so long as no unlicensed or inoperable motor vehicle is stored outdoors and viewable from the public right of way for more than 90 days.
2. A junked vehicle may be stored at an Automotive Dealership may be stored for a period of time not to exceed 180 days so long as the vehicle is being offered for sale

and that is clear to a reasonable person viewing the vehicle. This section shall not apply to vehicles which are operable and properly licensed and registered.

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

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

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

First Reading Date: _____

Second Reading Date: _____

Roll Call Vote: Yeas: _____

Nays: _____

Susan Schneider, Chair

Attest:

City Clerk



Lead Service Line Inventory

Water and Sewer customers who complete this questionnaire and return to City Hall by August 16 will receive a \$10 credit on your next utility bill! (Only one credit per account / service address.)

Service Address _____

Are you the: Owner Tenant Property Manager Other

Your Name _____

Phone Number (optional) _____

Email Address (optional) _____

May we add your contact information to our customer database? Yes No

Is this a residence, business, barn, or other structure?

Please indicate other structure _____

What year were the water lines established in the structure, if known. _____

Service line material at the point of entry (inlet) to your home?

Lead Copper Galvanized Other (Plastic/PVC/Pex/etc.)

PIPE MATERIAL	SCRATCH COLOR	DOES MAGNET STICK?
LEAD	SHINY SILVER	NO
COPPER	ORANGE (PENNY)	NO
GALVANIZED STEEL	DULL GRAY	YES
PLASTIC	N/A	NO

Has the line from the water meter to your home/facility been replaced?

Yes No

If yes, please provide the date and material used for replacement.

(Please see other side)

Optional – please email a photo of the water line entering your home from the meter to: rachel.snelling@sunrisebeachmo.gov. This will help in clearly documenting the service line at your location.

Please contact Sunrise Beach City Hall if you need assistance with this request. Dalia Shamburg, phone 573-374-8782; email dalia.shamburg@sunrisebeachmo.gov. Rachel Snelling, Sunrise Beach Public Works, is also assisting with this project and may be reached by calling City Hall or by email to rachel.snelling@sunrisebeachmo.gov.

Customers who complete this questionnaire and return to City Hall by August 16 will receive a \$10 credit on your next utility bill! (Only one credit per account / service address.)

Send completed inventories by mail to PO Box 348, Sunrise Beach MO 65079. To drop off in person, visit us at 16537 N. Highway 5, Sunrise Beach MO.

Note: The City is **required** to conduct this inventory per federal and state regulation. A database of service addresses and the inventory results will be maintained by the City and is required to be made publicly available. Personal contact information (phone number, email address etc.) **will not** be made publicly available; however the service line address and inventory result will be. The City anticipates completing the database by October, 2024. Copies **will not be posted online** but will be made available upon request by contacting City Hall.

Thank you for helping our utility meet compliance with the EPA regulation.



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

PH: (573)392-3312

Civil & Structural Engineering Land Surveying Materials Testing

May 31, 2024

Attn: Trustees of the Village of Sunrise Beach

Subject: Monthly Progress report for Pay App No. 10

Dear Trustees,

Today is day 303 days of the Sewer Improvement project.

Progress of Contract 1: Brulez Trenching, LLC is working on the COMO sewer extension. They have most of the line work along the right of way in place and they are waiting on the bore crew's schedule to complete the highway bores. They are also waiting on the bore crew to complete the bore at Summer Point. The Indian Hills lift station is almost complete, and they can complete the sewer connection at the West Side RV park. The Eddie Hills lift Station is installed, and we are waiting for the transfer switch to arrive. The transfer switch has been backordered for some time. At the South WWTF, the new lift station will be set behind the existing facility where it is out of the way for when the treatment plant is removed.

As always Brenan Brulez and Tony Cobb are reviewing each grinder location and contacting the customers to make sure everything will work as planned. Some adjustments have been made with locations of the placements of the grinders as additional gravity lines cannot be more precisely established without excavation at the time of construction. Some clean-up of the project the project has been completed as punch list item from the property owners. Tony is to place the issues on a list for Brulez to complete as time is available. These issues will be completed before retainage is paid out.

Sewer connection requests.

We are waiting on an email from the SRF to see how much money is available for any farther extensions.

Respectfully yours,

Jared Wheaton, PE
Principal

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

1. TYPE OF REQUEST: <input type="checkbox"/> X PARTIAL <input type="checkbox"/> FINAL		3. PAYMENT REQUEST NUMBER: <u> 10 </u> PAGE 1 OF <u> 1 </u>	
2. PROJECT NUMBER: c295877-01		4. PERIOD COVERED BY THIS REPORT: from: <u> 5/2/24 </u> to: <u> 5/31/24 </u>	
5. RECIPIENT ORGANIZATION: Village of Sunrise Beach 16363 MO-5 SUNRISE BEACH, MO 65079		6. LOAN TRUSTEE: UMB BANK, NA IN TRUST FOR CAMDEN COUNTY PWSD NO 1 2 S. BROADWAY, SUITE 600 C295877-01 ST. LOUIS, MO 63102	
7. ELIGIBLE PROJECT COSTS INCURRED (EXCLUDING RETAINAGE) Recipient Project Name and Number Show construction, engineering, administrative costs, etc.		Current Period	Cumulative
		Office Use Only	
A.	Engineer - Shoreline Surveying & Engineering	\$ 11,394.00	\$ 872,292.70
B.	Contractor -Brulez Trenching LLC	\$ 187,257.26	\$ 2,364,057.09
C.	Attorney - McCaffree (No Change)	\$ -	\$ 68,025.00
D.			
E.			
F.			
G.			
H.			
I.			
J.			
K.			
L.			
Z. Total from continuation sheet (lines 7.M. - 7.Y.)			
AA. Eligible costs incurred to date		\$ 198,651.26	\$ 3,304,374.79
FOR OFFICE USE ONLY	BB. TOTAL APPROVED ELIGIBLE COSTS TO DATE:	BB.	
	CC. LESS AMOUNT PREVIOUSLY APPROVED FROM SRF GRANT	CC.	
	DD. LESS AMOUNT PREVIOUSLY APPROVED FROM SRF LOAN	DD.	
	EE. AMOUNT PAYABLE TO RECIPIENT FROM SRF GRANT	EE.	
	FF. AMOUNT PAYABLE TO RECIPIENT FROM SRF LOAN	FF.	
8. CERTIFICATION: By signing this reimbursement form, I certify that to the best of my knowledge and belief: 1) Billed costs or disbursements are in accordance with the terms of the project; 2) Payment due represents the amount due which has not been previously requested; 3) An inspection has been performed; 4) All work is in accordance with the terms of the funding agreements; and 5) The payrolls for this reimbursement request contains the information required to be provided under 29 CFR 5.5(a)(3)(ii) the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i) and that such information is correct and complete; and the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based upon the most recent payrolls copies.	RECIPIENT:	Signature of authorized certifying official:	
		Date signed:	
		Typed or printed name and title:	
	DNR REVIEWER: Office Use Only	Signature of review official:	
		Date signed:	
		Typed or printed name and title:	



Contractor's Application for Payment No.

10

Application Period: May 3, 2024 to May 31, 2024		Application Date: 5/31/2024
To (Owner): Village of Sunrise Beach, MO	From (Contractor): Brulez Trenching L.L.C.	Via (Engineer): Shoreline Surveying & Engineering, LLC
Project: Village of Sunrise Beach, MO, Phase III Swer System	Contract: Contract I. Sewer System Improvments	
Owner's Contract No.: C295877-01	Contractor's Project No.: No. 1	Engineer's Project No.: Job NO. 10163-19

**Application For Payment
Change Order Summary**

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

1. ORIGINAL CONTRACT PRICE.....	\$	\$2,793,018.75
2. Net change by Change Orders.....	\$	\$237,588.50
3. Current Contract Price (Line 1 ± 2).....	\$	\$3,030,607.25
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	\$2,683,280.10
5. RETAINAGE:		
a. 5% X \$2,556,586.10 Work Completed.....	\$	\$127,829.31
b. 5% X \$126,694.00 Stored Material.....	\$	\$6,334.70
c. Total Retainage (Line 5a + Line 5b).....	\$	\$134,164.01
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$2,549,116.10
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$2,357,678.84
8. AMOUNT DUE THIS APPLICATION.....	\$	\$191,437.26
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	\$481,491.16

Contractor's Certification

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

By:  Date: 6-1-2024

Payment of: \$ 191,437.26
(Line 8 or other - attach explanation of the other amount)

is recommended by: Jared Wheaton 6/5/24
(Engineer) (Date)

Payment of: \$ 191,437.26
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

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

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		Contract 1 Sewer System Improvements		Application Number:		10							
Application Period:		May 3, 2024 to May 31, 2024		Application Date:		5/31/2024							
A				B		C		D		E		F	
Bid Item No.	Item Description	Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)			
1	Bonding/Mobilization expense. This amount shall be limited to no more than 5% of the Contract amount.	1	\$ 30,000.00	\$30,000.00	1	\$30,000.00			100.0%				
2	4" SDR-21 Force Main	15,059	\$ 18.00	\$271,062.00	14929	\$268,722.00			99.1%	\$2,340.00			
3	4" Force Main Bore Restraint Joint Pipe w/8" PVC Casing	99	\$ 160.00	\$15,840.00	99	\$15,840.00			100.0%				
4	4" Force Main Bore Restraint Joint Pipe, No Casing	586	\$ 130.00	\$76,180.00	586	\$76,180.00			100.0%				
5	3" SDR-21 Force Main	12,170	\$ 16.00	\$194,720.00	12170	\$194,720.00			100.0%				
6	3" Force Main Bore Restraint Joint Pipe, No Casing	95	\$ 128.00	\$12,160.00	20	\$2,560.00			21.1%	\$9,600.00			
7	2" SDR-21 Force Main	4,724	\$ 15.00	\$70,860.00	4714	\$70,710.00			99.8%	\$150.00			
8	2" Force Main Bore Restraint Joint Pipe	20	\$ 120.00	\$2,400.00	20	\$2,400.00			100.0%				
9	1-1/2" SDR-21 Force Main	7,300	\$ 15.00	\$109,500.00	7094	\$106,410.00			97.2%	\$3,090.00			
10	1-1/2" Force Main Bore, Restraint Joint Pipe	3,363	\$ 78.00	\$262,314.00	3143	\$245,154.00			93.5%	\$17,160.00			
11	Detectable locator Wire Terminals	4	\$ 5.00	\$20.00	4	\$20.00			100.0%				
12	6" SDR-35-Gravity Line	480	\$ 26.00	\$12,480.00	480	\$12,480.00			100.0%				
13	4" SDR-35-Gravity/Service Line	10,305	\$ 20.00	\$206,100.00	9740	\$194,800.00			94.5%	\$11,300.00			
14	4" SDR-35 PVC Encasement Sleeve	815	\$ 10.00	\$8,150.00	800	\$8,000.00			98.2%	\$150.00			
15	6" SDR-35 PVC Encasement Sleeve	600	\$ 16.00	\$9,600.00	600	\$9,600.00			100.0%				
16	Electrical Wiring in Conduit from Power Supply to Pump	7,370	\$ 14.00	\$103,180.00	7370	\$103,180.00			100.0%				
17	4" Gate Valve and Box	12	\$ 1,100.00	\$13,200.00	10	\$11,000.00			83.3%	\$2,200.00			
18	3" Gate Valve and Box	6	\$ 1,000.00	\$6,000.00	6	\$6,000.00			100.0%				
19	2" Gate Valve and Box	8	\$ 800.00	\$6,400.00	8	\$6,400.00			100.0%				
20	4" PVC Ball valve w/3" to 4" Reducer. (include Pump Truck Charge)	5	\$ 500.00	\$2,500.00	5	\$2,500.00			100.0%				
21	Air Release Valve	12	\$ 3,400.00	\$40,800.00	12	\$40,800.00			100.0%				
22	Concrete Anchors	57	\$ 150.00	\$8,550.00	57	\$8,550.00			100.0%				
23	Concrete Encasement	10	\$ 30.00	\$300.00	10	\$300.00			100.0%				
24	Simplex Grinder Station Complete-in-place	45	\$ 6,900.00	\$310,500.00	45	\$310,500.00			100.0%				
25	Duplex Grinder Station 4" by 6" Basin, Complete-in-place	13	\$ 9,800.00	\$127,400.00	13	\$127,400.00			100.0%				
26	Duplex Grinder Station 4" by 8" Basin, Complete-in-place	2	\$ 11,200.00	\$22,400.00	1	\$11,200.00			85.3%	\$3,283.00			
27	Retrolift Simplex Grinder Station (Pump & Panel) Complete-in-place	12	\$ 6,179.00	\$74,148.00	11	\$67,969.00			91.7%	\$6,179.00			
28	Keener's RV Park Retrolift Grinder Duplex Grinder Station (Pump & Panel) Complete-in-place	1	\$ 6,777.00	\$6,777.00			\$4,277.00		63.1%	\$2,500.00			
29	Lift Station (Indian Hills)	1	\$ 184,500.00	\$184,500.00	0.8	\$147,600.00			80.0%	\$36,900.00			
30	Lift Station (Old Sunrise Acres)	1	\$ 88,400.00	\$88,400.00									
31	Lift Station (Carnden Pass)	1	\$ 129,400.00	\$129,400.00	0.98	\$126,812.00			98.0%	\$2,588.00			
32	Lift Station (Cliff Dr.)	1	\$ 103,400.00	\$103,400.00	0.98	\$101,332.00			98.0%	\$2,068.00			
33	Lift Station Retrolift (WWTP NO. 1)	1	\$ 140,900.00	\$140,900.00			\$114,500.00		81.3%	\$26,400.00			

34	Uft Station (Eddie Rd.)	1	\$ 166,400.00	\$166,400.00	0.8	\$133,120.00	\$133,120.00	80.0%	\$33,280.00
35	Repair & Replace Concrete Surface	144	\$ 20.00	\$2,880.00	12	\$240.00	\$240.00	8.3%	\$2,640.00
36	Repair & Replace Asphalt Surface	300	\$ 18.00	\$5,400.00	34	\$612.00	\$612.00	11.3%	\$4,788.00
37	Repair & Replace Gravel Surface	850	\$ 26.30	\$22,355.00	850	\$22,355.00	\$22,355.00	100.0%	\$675.00
38	Repair & Replace 2" Brown Gravel Surface	195	\$ 45.00	\$8,775.00	180	\$8,100.00	\$8,100.00	92.3%	\$15,591.25
39	Site Restoration	57,473	\$ 1.25	\$71,841.25	45000	\$56,250.00	\$56,250.00	78.3%	\$164,444.90
40	C.O. No. 3, COMO Extension	1	\$ 191,215.00	\$191,215.00	0.14	\$26,770.10	\$26,770.10	14.0%	\$164,444.90
Totals		1	\$ 191,215.00	\$3,030,607.25	0.14	\$2,586,586.10	\$126,694.00	88.5%	\$347,327.15

Stored Material Summary

Contractor's Application

For (Contract):		Contract 1: Sewer System Improvements		Application Number:	10						
Application Period:		May 3, 2024 to May 31, 2024		Application Date:	5/31/2024						
Bid Item No.	A Supplier Invoice No.	B Submittal No. (with Specification Section No.)	C Storage Location	D Description of Materials or Equipment Stored	E Stored Previously		F Amount Stored this Month (\$)	G Subtotal Amount Completed and Stored to Date (D + E)	H Incorporated in Work		I Materials Remaining in Storage (\$ (D + E - F))
					Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/Year)	Amount (\$)	
1											
2	729571, 1427714		Old Sunrise Acres	4" SDR-21 Force Main, Note: Material is \$4.80 a foot 4" Force Main Bore Restraint Joint Pipe w/8" PVC Casing	8/2023	\$71,616.00		\$71,616.00	11/2023	\$71,616.00	
3				4" Force Main Bore Restraint Joint Pipe, No Casing							
4				3" SDR-21 Force Main, Note: Material is \$2.90 a foot	8/2023	\$32,132.00		\$32,132.00	11/2023	\$32,132.00	
5	71, 1427714, 1427715		Old Sunrise Acres	3" Force Main Bore Restraint Joint Pipe, No Casing							
6				2" SDR-21 Force Main, Note: Material is \$1.66 a foot	8/2023	\$7,835.20		\$7,835.20	11/2023	\$7,835.20	
7	T279571		Old Sunrise Acres	2" Force Main Bore Restraint Joint Pipe							
8				1-1/2" SDR-21 Force Main, Note: Material is \$1.43 a foot	8/2023	\$10,610.60		\$10,610.60	11/2023	\$10,610.60	
9	T729571		Old Sunrise Acres	1-1/2" Force Main Bore, Restraint Joint Pipe							
10				Detectable Locator Wire Terminals							
11				6" SDR-35 Gravity Line							
12				4" SDR-35 Gravity/Service Line							
13				6" SDR-35 PVC Encasement Sleeve							
14				Electrical Wiring in Conduit from Power Supply to Pump							
15				4" Gate Valve and Box							
16				3" Gate Valve and Box							
17				2" Gate Valve and Box							
18				4" PVC ball valve w/3" to 4" reducer, (include Pump Truck Charge)							
19				Air Release Valve							
20				Concrete Anchors							
21				Concrete Encasement							
22				Duplex Grinder Station Complete-in-place (\$3,086.00 Each)	8/2023	\$135,784.00		\$135,784.00	9/2023	\$135,784.00	
23	280631		Beachwood Rd	Duplex Grinder Station 4' by 6' Basin, Complete-in-place	8/2023	\$76,714.00		\$76,714.00	9/2023	\$76,714.00	
24	280631		Beachwood Rd	Duplex Grinder Station 4' by 8' Basin, Complete-in-place	8/2023	\$15,834.00		\$15,834.00	9/2023	\$7,917.00	
25	280631		Beachwood Rd	Retro fit Simplex Grinder Station (Pump & Basin) Complete-in-place.	8/2023	\$26,148.00		\$26,148.00	9/2023	\$26,148.00	
26	280631		Beachwood Rd	Keeweenaw's RV Park, Retro-fit Grinder Duplex Grinder Station	8/2023	\$4,277.00		\$4,277.00	9/2023	\$4,277.00	
27	280631		Beachwood Rd	Lift Station (Indian Hills)	3/2024	\$109,000.00		\$109,000.00	5/2024	\$109,000.00	
28	280631		Beachwood Rd	Lift Station (Old Sunrise Acres)							
29				Lift Station (Camden Pass)							
30				Lift Station (Lift Dr.)							
31				Lift Station Retort (MWTR NO. 1)	3/2024	\$114,500.00		\$114,500.00			
32				Lift Station (Eddie Rd.)	3/2024	\$108,000.00		\$108,000.00	5/2024	\$108,000.00	
33				Repair & Replace Concrete Surface							
34				Repair & Replace Asphalt Surface							
35				Repair & Replace Gravel Surface							
36				Repair & Replace 2" Brown Gravel Surface							
37				Site Restoration							
38											
39											
Totals						\$380,950.80	\$331,500.00	\$712,450.80	\$585,756.80	\$126,694.00	

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

Item No. 13	Running Total Completed To date from Pay App	Sub-tract Previous Month	Minus Retainage amount to Be Paid	Pay App Total	Enter Amount on Reimbursement Form.	PAID	Date
Pay App No. 1	\$ 14,580.00	\$ -	\$ 13,851.00	\$ 574,669.92	\$ 560,818.92		
Pay App No. 2	\$ 24,080.00	\$ 9,500.00	\$ 9,025.00	\$ 137,750.53	\$ 128,725.53		
Pay App No. 3	\$ 25,180.00	\$ 1,100.00	\$ 1,045.00	\$ 222,301.70	\$ 221,256.70		
Pay App No. 4	\$ 43,280.00	\$ 18,100.00	\$ 17,195.00	\$ 172,872.93	\$ 155,677.93		
Pay App No. 5	\$ 73,960.00	\$ 30,680.00	\$ 29,146.00	\$ 235,524.66	\$ 206,378.66		
Pay App No. 6	\$ 104,240.00	\$ 30,280.00	\$ 28,766.00	\$ 268,591.41	\$ 239,825.41		
Pay App No. 7	\$ 140,120.00	\$ 35,880.00	\$ 34,086.00	\$ 456,095.00	\$ 422,009.00		
Pay App No. 8	\$ 180,380.00	\$ 40,260.00	\$ 38,247.00	\$ 162,376.37	\$ 124,129.37		
Pay App No. 9	\$ 190,400.00	\$ 10,020.00	\$ 9,519.00	\$ 127,497.31	\$ 117,978.31		
Pay App No. 10	\$ 194,800.00	\$ 4,400.00	\$ 4,180.00	\$ 191,437.26	\$ 187,257.26		
Ineligible Cost Total			\$ 185,060.00	TOTAL PAID by SRF	\$ 2,364,057.09		

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

Shoreline Surveying & Engineering, LLC

INVOICE

Our New Address:

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

DATE: June 1, 2024
INVOICE#: 6512j

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

FOR:
PHASE III – SEWER SYSTEM IMPROVEMENTS

TERMS: Payable on Receipt;

Description	Contract Amt	Billed	Remaining	Total Due
Basic Services:				
Preliminary Design Phase (% Complete)	\$ 50,000	\$ 50,000.00	\$ -	\$ -
Final Design Phase (% Complete)	\$ 280,000	\$ 280,000.00	\$ -	\$ -
Bidding/Negotiation Phase (% Complete)	\$ 20,000	\$ 20,000.00	\$ -	\$ -
Construction Phase (% Complete)	\$ 75,000	\$ 71,250.00	\$ 3,750.00	\$ -
Post-Construction Phase (% Complete)	\$ 25,000	\$ -	\$ 25,000.00	\$ -
Resident Project Representative (Hourly)	\$ 176,800	\$ 176,442.70	\$ 357.30	\$ 9,234.90
Amendment No. 1 (% Complete)	\$ 59,600	\$ 59,600.00	\$ -	\$ -
Additional Services (Hourly)				
Design Surveying/Easement Drafting (capped)	\$ 55,000	\$ 55,000.00	\$ -	\$ -
Construction Staking	\$ 75,000	\$ 75,000.00	\$ 0.00	\$ 2,159.10
Easement Procurement (Capped)	\$ 85,000	\$ 85,000.00	\$ -	\$ -
Total Due				\$ 11,394.00
Phase Breakdown				
		% Complete	% Remaining	Total Due
Construction Phase		95%	5%	\$ -
Amendment No. 1		100%	0%	\$ -
Construction Staking				
	Prev. Invoiced (HR)	Hr/Mi	RATE	Total Due
Jared Wheaton, PE		0.25	\$ 110.00	\$ 27.50
Adrain Kirkweg (Sr. Drafter)		4	\$ 80.00	\$ 320.00
2-Man Survey Crew w/Instr.		10	\$ 175.00	\$ 1,750.00
Mileage		106	\$ 0.58	\$ 61.60
	\$ -		Total Phase	\$ 2,159.10
Resident Project Rep.				
	Prev. Invoiced (HR)	HRS	RATE	Total Due
Jared Wheaton, PE		25	\$ 110.00	\$ 2,750.00
Tony Cobb (Sr. Project Representative)		85	\$ 65.00	\$ 5,525.00
Mileage		1655	\$ 0.58	\$ 959.90
	\$ -		Total Phase	\$ 9,234.90
Total Due This Period				\$ 11,394.00

Please make checks payable to SSE, LLC

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

THANK YOU FOR CHOOSING SHORELINE SURVEYING AND ENGINEERING, LLC!