



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

BOARD OF TRUSTEES MEETING

Monday, August 12, 2024

Regular Board Meeting – 5:00 P.M.
Sunrise Beach City Hall, 16537 N Highway 5
This meeting is open to the public.

This meeting is planned to be livestreamed at the Sunrise Beach Youtube page:
<https://www.youtube.com/@VillageofSunriseBeachMissouri>

AGENDA

1. Call to Order (Pledge of Allegiance)
2. Roll Call
3. Approval of the agenda
4. Approval of the minutes from the July 8, 2024 regular meeting
5. Approval of the minutes from the July 22, 2024 closed sessions meeting
6. Approval of the minutes from the August 7, 2024 special meeting (Public Hearing, CDBG)
7. Presentations
8. Chairman of the Board report
9. Visitor Comments
10. Ordinances and Resolutions
 - a. Bill No. 2024-18 An Ordinance of the Village of Sunrise Beach, Re-Adopting Ordinance No. 10-10 and Providing Fair Housing for the Village of Sunrise Beach, Missouri; Defining Discriminatory Housing Practices and Creating a Fair Housing Committee (*first and second reading*)
 - b. Resolution 2024-16 A Resolution of the Village of Sunrise Beach, Missouri Stating Its Intent to Seek Funding through the Community Development Block Grant Program and Authorizing the Board Chairman and City Manager to Pursue Activities in an Attempt to Secure Funding (FY 23)
 - c. Resolution 2024-17 A Resolution of the Village of Sunrise Beach, Missouri Stating Its Intent to Seek Funding through the Community Development Block Grant Program and Authorizing the Board Chairman and City Manager to Pursue Activities in an Attempt to Secure Funding (FY 24)
 - d. Resolution 2024-18 A Resolution of the Village of Sunrise Beach, Missouri Adopting a Conflict of Interest Policy Relating to the Award or Administration of Contracts Supported by Federal Grant Funds
 - e. Resolution 2024-19 A Resolution Establishing the Rules and Regulations Regarding the Use of Excessive Force During Non-Violent Civil Rights Demonstrations Including Physically Barring Access to a Facility of Location which is the Subject of Such Demonstration, and Providing Penalties for Violations Thereof

- f. Resolution 2024-20 A Resolution Authorizing the Chairman of the Board of Trustees to Enter into an Agreement with Cochran Engineering for Professional Services Relating to the Beachwood Drive Improvement Project, to be Funded in Part Through Community Development Block Grant Funds
- g. Resolution 2024-21 A Resolution Authorizing the Chairman of the Board of Trustees to Enter into an Agreement with Cochran Engineering for Professional Services Relating to the Eddie Avenue and American Legion Drive Improvement Project, to be Funded in Part Through Community Development Block Grant Funds
- h. Resolution 2024-22 A Resolution Authorizing the Chairman of the Board of Trustees to Enter Into an Annexation Agreement with Crabco, LLC dba Rough Water Docks
- 11. Old Business
 - a. Bill No. 2024-17 An Ordinance of the Village of Sunrise Beach for Improving and Beautifying the City by Requiring Property Owners to Maintain the Right-of-Way Abutting Their Properties. *(Second reading)*
- 12. City Administrator report
 - a. Budget report
- 13. Chief of Police report
- 14. Committee reports
 - a. Finance
 - i. Approve the List of Bills
 - ii. Approve Phase III Sewer Project Pay Application 11; Brulez Trenching LLC, \$272,191.48; and Shoreline Surveying & Engineering, \$39,747
 - iii. Approve Change Order 4, Rough Water Docks Sewer extension, \$25,380
 - iv. Approve Pay Application 2, Water service extension, Summer Point and CoMo Connect, \$76,212.95
 - v. Approve Change Order 3 CoMo Connect, Summer Point and Rough Water Dock Water extension, \$26,880
 - vi. Approve Change Order 2, Higgins Asphalt, 2024 Paving Project, (Singing Oaks to Castle Garden Rd) \$43,886.50
- 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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BOARD OF TRUSTEES MEETING

MONDAY JULY 8, 2024

Regular Board Meeting-5:00p.m.

Call to Order: 5:00

Roll Call

Steve Barthol Present

Greg Gordon Present

Michael George Present

Steve Carter Present

Susan Schneider Present

Attendance, Steve Roth City Manager, Nathan Nickolaus Attorney, Chief Craig, Officer North, Katie Aholt Navigate Representative, and Melvin Chittom visitor.

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

Motion to approve the Meeting Minutes from June 10, 2024, regular meeting by Steve Barthol, second Michael George, All in favor. Approved

Presentations.

Municipal Building Planning: Katie Aholt, Navigate Building Solutions went over a Navigate Pamphlet outlining the details between constructing a new City Hall on current location and the Oak Star location. Board of Trustees comment and all agree to further discuss at a Public Hearing on whether to proceed with Oak Star.

Chairman of the Board Report: Chairman of the Board Susan Schneider read her greeting, thanked Katie Aholt for her presentation, mentioned more annexations coming, happy about the Newsletter getting out in a timely manner, and put a request out for a donation of land for park/recreation use.

Chairman Schneider opened visitor comments: No visitor comments made

BILL NO. 2024-17 AN ORDINANCE OF THE VILLAGE OF SUNRISE BEACH FOR IMPROVING AND BEAUTIFYING THE CITY BY REQUIRING PROPERTY OWNERS TO MAINTAIN THE RIGHT-OF-WAY ABUTTING THEIR PROPERTIES (first reading)

Motion to Read Bill 2024-17 (by title only) by Steve Carter, second Steve Barthol, all in favor
Approved.

Old Business: No old business to discuss.

City Administrator Report: Steve Roth went over the Budget Report and Sales Tax Table.

Municipal Building project next steps: Setting a Closed Session for an offering to Oak Star

Budget Report

Chief of Police Report

Committee Reports

Finance

Approve the List of Bills give Steve Barthol, second Michael George, all in favor. Approved

Motion to Adjourn given by Steve Carter, second Steve Barthol, all in favor. Approved

Adjourned at 6:12 p.m.

City Clerk, Erin Hays

Chairman of the Board of Trustees, Susan Schneider



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BOARD OF TRUSTEES MEETING

PUBLIC HEARING

WEDNESDAY, AUGUST 7, 2024

SPECIAL MEETING OF THE BOARD OF TRUSTEES- 5:00 P.M.

SUNRISE BEACH FIRE PROTECTION DISTRICT TRAINING CENTER

30 PORTER MILL SPRING ROAD

SUNRISE BEACH, MO 65079

Call to Order at 5:00p.m. by Susan Schneider, Chairman of the Board of Trustees

Pledge of Allegiance

Roll Call by Erin Hays, City Clerk

Chairman of the Board of Trustee: Susan Schneider Present

Board of Trustee: Steve Barthol Present

Board of Trustee: Steve Carter Present

Board of Trustee: Greg Gordon Present

Board of Trustee: Michael George Present

Additional attendance included Cochran Representatives Dave Christiansen and Sally Barnett Bothmann, Steve Roth City Manager, Chief Craig, Erin Hays City Clerk, and visitors Melvin Chittom and Rodney Delp.

Motion to approve the agenda given by Steve Carter, seconded by Michael George, all in favor. Approved.

Cochran Representative Dave Christiansen presented a power point presentation on the CDBG Grant process including the proposals for FY23 and FY24. FY23 proposal would improve and resurface Beachwood Drive to Highway 5. FY24 proposal to improve and resurface Eddie Avenue to Highway 5, and American Legion Drive to Highway 5. These improvements for each project will include pavement repair, drainage, and roadway

resurfacing. If approved the projects would tentatively be scheduled for the calendar year of 2025.

The Board of Trustees and additional attendees discussed and provided the information for the Needs Assessment Document. The top five priorities of the City of Sunrise Beach needs were discussed and agreed upon during the verbal assessment: 1. Road improvements 2. Water and Sewer. 3. City Facilities. 4. Housing. 5. Employee training / Job Creation. Dave Christiansen listed the steps and documents that will be needed to proceed for the grant applications. These documents are set to be voted on at the next scheduled Board of Trustees Meeting on August 12, 2024, at 5:00p.m.

Visitor comments included a question from Rodney Delp about who determines the Low/Moderate Income (LMI) percentage. Dave answered that it is HUD that provides this assessment. Melvin Chittom inquired how many grants can be awarded each year, the answer is one per year.

Chairman Susan Schneider asked for any further questions or comments. No further comments or questions.

Motion to adjourn was given at 5:44p.m. by Steve Carter, seconded by Steve Barthol, all in favor.

Adjourned at 5:45p.m.

Chairman of the Board of Trustees

Susan Schneider

City Clerk of Sunrise Beach

Erin Hays

(seal)



August 8, 2024

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

Hello everyone,

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

1. **Bill 2024-18, Fair Housing and Resolutions 2024-16-17-18-19.** All these items are related to the proposed CDBG applications. The Fair Housing ordinance actually was first adopted by the Board in 2010, and was required as part of a CDBG application at that time. The ordinance proposed here simply re-adopts existing Ordinance 10-10, which should satisfy the CDBG requirements. Resolutions 2024-16 and 2024-17 both give approval to applications for the two CDBG projects (Beachwood and Eddie Avenue-American Legion Drive). These Resolutions also are in the form required by CDBG. Resolution 2024-18 adopts a Conflict of Interest policy relating specifically to state grants, while 2024-19 deals with Excessive Force. There are other certifications required as part of the grant application which we can handle administratively; the items presented here are the ones that require specific Board approval.

General info. Some of this information was covered in the public hearing, but just in brief review: The CDBG program is funded through the US Department of Housing and Urban Development and is administered at the state level by the Department of Economic Development. We are proposing to apply under the General Infrastructure category, which includes any publicly owned infrastructure. Projects must benefit at least 51 percent low-moderate income persons, and our community in total has 76.8 percent low-moderate income, so we certainly qualify. There are two grant cycles currently open: FY 23 and FY 24, and both have approximately \$23 million in state funding to be awarded. The maximum award is \$500,000, so there's a maximum of 46 projects in each cycle the state could award. While the grants are very competitive, we do feel we have an excellent chance at being awarded. Each road was identified for improvement in the recent Preventive Pavement Maintenance Plan, and the engineer (Cochran) has a strong track record in delivering projects through the program. One thing that we will need, if awarded, is a grant administrator who administers the grant itself (and not the construction project). This could be handled through the Lake Ozark Council of Local Governments, or through another qualified administrator. We have budgeted \$25,000 for this expense in the overall project budget, with the administrator to be selected if we are actually awarded. CDBG grants are fairly complex with a lot of administrative requirements, and while I have a lot of familiarity with the program I am not qualified to be the actual grant administrator. We are not sure the exact timeframe for state selection and award, but feel the project(s) hopefully would be ready for construction in spring-summer 2025, if awarded. As was discussed at the Public Hearing, this could be delayed however into 2026.

In summary we do feel the CDBG program is an excellent opportunity for our community, and we

feel there may be other opportunities down the road as well. As I have noted in other reports, our road improvement program is not dependent on the state grants, and will continue if we are not selected. However if we do get funding it would enable us to cross some major routes off our list and would greatly accelerate the program in general. We would respectfully request Board approval of the applications and the required supporting documentation.

2. **Resolutions 2024-20 and 21, CDBG project engineering.** These Resolutions approve agreements with SC Engineering, dba Cochran, for professional services relating to the two proposed grant applications. We are proposing to pay these costs directly as part of our grant match, and not seek reimbursement through the grant for these services. Cochran has been selected for their expertise with these types of projects, including a similar project in Camdenton. Of course Cochran also developed our Preventive Pavement Maintenance Program, and these projects are an outgrowth of that plan. The fees in each contract are spelled out in the Resolutions and include \$5,000 for grant application assistance. In the event the grant is not awarded, the City would have no further obligation.
3. **Resolution 2024-22, Water and Sewer extension, Rough Water Docks.** This Resolution gives approval to an annexation agreement with Crabco LLC, dba Rough Water Docks, which would provide for extension of water and sewer services to their location on N. Highway 5. The agreement is in a similar form to the one used for CoMo electric. The sewer costs would be paid through Phase III grant / loan funds, while the water costs would be paid through capital improvements. I view this item similarly to the CoMo deal, in that it essentially brings a new business to town in exchange for water and sewer connections. Rough Water Docks is a strong and well-established local business and we would be happy to bring them into the City limits. From an economic development perspective, water and sewer is the biggest incentive we can offer, and this agreement IMO represents an excellent use of that incentive.
4. **Bill 2024-17, Right-of-way maintenance.** This bill was given a first reading July 8 and is scheduled for a second and final reading here. I have not heard any public comments on the bill since was it first read. The bill was drafted by the City Attorney and sets regulations for maintenance of public rights-of-way within the City. The provisions in the bill in my opinion are routine and common in other municipalities. As noted in the July Board report, we would only intend to enforce the provisions in the event of a hazard, nuisance or similar issue affecting public health or safety. The City Attorney can speak to the fine points of the bill at the meeting if desired.
5. **Budget report.** I want to give the Board a brief budget update with a review of capital project spending in particular. Revenues continue to be very strong, with the August 1-cent sales tax payment at \$87,051, up about 10 percent over last year. Calendar Year 24 receipts are now at \$308,521 compared to \$246,109 over the same period last year, an increase of 25 percent. As discussed in previous reports, some of this increase is due to late payments from certain vendors, but in general our receipts continue to be very strong and at this point I would expect year-end receipts to be at least 10 percent over last year. Sales taxes of course are our primary source of funds, but other revenues have also been generally strong. We have added approximately 115 new sewer connections as part of the Phase III project, and we are seeing a boost in revenues from the new customers. Water and Sewer in general however remains my biggest concern and we will need to review in much greater detail during budget prep this fall.

Capital project spending is my other primary concern. Assuming Board approval of the paving project change orders, the total project cost will be \$740,000, which is an increase over the original \$600,000 budgeted amount. The difference will be covered through reserves and better-than-

expected sales tax receipts. We're also spending Capital Improvements funds on the recent water extensions (Summer Point, CoMo and Rough Water). Total capital spending between all projects is now budgeted at approximately \$1.17 million in this fiscal year. This is a big number but is manageable through use of existing reserves, including ARPA. We have approximately \$1.8 million in reserves currently, which I would estimate to be spent down to approximately \$1 million once we are through the Phase III Water-Sewer projects and the Asphalt Paving project. Both Capital Improvements and Transportation reserves will build back over the fall and winter, so we should head into next construction season with adequate reserves to fund the next round of improvements. (The CDBG projects, if awarded, would of course provide a major funding boost.) Regardless we do need to develop a long-range capital improvements plan, which will be a point of discussion in the upcoming fiscal year budget.

In summary the City finances do appear to be quite strong, with adequate reserves to fund much-needed improvements. Our ability to fund major capital projects going forward will depend in part upon grants, as well as continued sales tax growth. A bright spot in my opinion has been the General Fund, which has been steadily growing in recent months despite recent staff additions. Gen Fund was at \$285,704 as of July 31, compared to \$186,652 in March. I would also note that the sales tax impact of the recent Franky & Louie's and Paradise annexations won't be felt until next year, as sales taxes on those locations don't go into place until Oct.1. So in general I feel our financial picture is very positive and we would of course hope for this to continue.

6. **Water and Sewer, Asphalt Paving change orders.** We have several pay applications and change orders on the agenda for Board approval. Each should be self-explanatory when reading the attached documentation. I would note that each one of the project change orders has been initiated by the City, and essentially has been extra work added at our option. With the water and sewer projects, the sewer work has all been covered through the existing Phase III contract; the water work has been additional at the City's option and is being paid through Capital Improvements reserves. The revised contract amount (\$678,933) for the 2024 Paving project would be paid as follows: \$350,000 Transportation; \$217,683 Capital Improvements, \$111,250 ARPA. If there are any questions about the individual change orders please feel free to contact me.
7. **Information items / updates.**
 - a. **Asphalt overlay project.** We held the pre-construction conference for this project on July 29, and upon discussion we intend to follow the contractor recommendation and begin the project on Tuesday, Sept. 3 (day after Labor Day). The contractor expects the job to take about three weeks in total, so in good weather it could possibly be done before the end of September. More likely it seems the project will run into early October. We will provide updated notices to the Board and general public as they are received.
 - b. **Phase III water-sewer.** This project is nearing completion, and at some point we may want to have the engineer present a project recap / overview. We have added approximately 115 sewer customers, including the Summer Point residents. We have spent much of the past several weeks "dialing" in the new systems, which include three lift stations off Beachwood Drive and nearby locations. It has been a learning experience for our Public Works crews and the City staff in general, and I would give Public Works great credit for how they are managing the system and responding to issues. I would also give the contractor (Brulez) and project manager (Shoreline / Alpha) credit for their work on the project. Providing sewer service to the developed Lake area **is not an easy task**, and in my opinion all parties involved have done an excellent job of it. Of course there have been issues but in general I feel these have been readily addressed. Finally I would also want to give credit to the office staff for onboarding the new customers and in general providing

excellent customer service. We are not perfect but I do feel the project has been very successful and I would want to recognize all those who have worked on it.

- c. **Lead Service Line Inventory.** We have more than 100 questionnaires returned, with a few days left before the deadline. This is an excellent response and will help greatly with our effort to meet the October deadline to complete this.

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

August 8, 2024

In the month of July officers responded to one hundred and one calls for service, had four hundred and ninety six self-initiated activities, issued one hundred and eight citations, sixty-seven warnings and eight misdemeanors.

We were able to bring Officer Fox onboard, he is currently in our field training program. Officer Chris Horn has completed all supervisory phases of our field training program and is in his own vehicle.

On August 11th there is a golf tournament fundraiser for the Shop with a Hero program. On August 18th we will be assisting Make a Wish with providing kids in the program who wish to ride in a patrol car the opportunity to do so!

Lucky 8 productions came to film the department at Aquapalooza on the 20th for the upcoming law enforcement show and will be returning for the Shootout boat races. I was told that they are hoping the show will air on A&E later this fall.

We were awarded a traffic grant for Drive Sober or Get Pulled Over from August 16 to September, officers will be paid overtime during the campaign for DWI enforcement.

The Shootout races will be hosted at Captain Rons on the 24th and 25th. Aquapalooza appeared to be much bigger this year, I anticipate that the Shootout will also be much busier than we have seen in the past.

On July 20th of last year Lt. Schultz and myself arrested Danielle Thomas for embezzlement. Since the arrest Lt. Schultz has vigilantly worked the investigation. As a result of her investigation, and the Camden County Prosecutor, Danielle Thomas was sentenced to 17 years in prison. This sends a loud message to criminals that if you commit a crime in Sunrise Beach that you will be held accountable!

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

Scott Craig, Chief of Police

BILL NO. 2024-18

ORD NO. _____

AN ORDINANCE OF THE VILLAGE OF SUNRISE BEACH, RE-ADOPTING ORDINANCE NO. 10-10 AND PROVIDING FAIR HOUSING FOR THE VILLAGE OF SUNRISE BEACH MISSOURI; DEFINING DISCRIMINATORY HOUSING PRACTICES AND CREATING A FAIR HOUSING COMMITTEE

WHEREAS, the Board of Trustees of the Village of Sunrise Beach, Missouri previously adopted Ordinance 10-10, providing for a Fair Housing Policy for the Village of Sunrise Beach, and the Board wishes to re-adopt and re-affirm the provisions of Ordinance 10-10, and further provide for its codification in the Village Code of Ordinance;

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

SECTION 1. - Declaration of Policy

The Board of Trustees of the Village of Sunrise Beach declares it to be the public policy of the Village of Sunrise Beach to eliminate discrimination and safeguard the right of any person to sell, purchase, lease, rent, or obtain real property without regard to race, color, religion, sex, handicap, familial status, or national origin. This ordinance shall be deemed an exercise of the police powers of the Village of Sunrise Beach for the protection of the public welfare, prosperity, health, and peace of the people of the Village of Sunrise Beach, Missouri.

SECTION 2. - Definitions

For the purpose of this ordinance the following terms, phrases, words, and their derivations shall have the meaning given herein unless the context otherwise indicates.

- a. Person shall include any individual, firm, partnership, or corporation.
- b. Aggrieved Person shall include any person who is attempting to provide housing for himself and/or his family in the Village of Sunrise Beach, Missouri.
- c. Discriminate shall mean distinctions in treatment because of race, color, religion, sex, handicap, familial status, or national origin of any person.

SECTION 3. - Discriminatory Practices

It shall be a discriminatory practice and a violation of the ordinance for any person to:

- a. Refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, sex, handicap, familial status, or national origin of any person.

b. Discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, sex, handicap, familial status, or national origin.

c. Make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, or an intention to make any such preference, limitation, or discrimination.

d. Represent to any person because of race, color, religion, sex, handicap, familial status, or national origin, that any dwelling is not available for inspection, sale, or rental when such dwelling is in fact so available.

e. For profit, to induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood or a person or persons of a particular race, color, religion, sex, handicap, familial status, or national origin.

f. Discriminate in the sale or rental of housing on the basis of a handicap of that buyer or renter; a person residing in or intending to reside in that dwelling after it is so sold, rented, or made available; or any person associated with that buyer or renter. The design and construction of new multi-family dwellings containing four (4) or more units is required to meet certain adaptability and accessibility requirements in accordance with Section 804 of the 1988 Fair Housing Amendments Act.

g. Discriminate in the sale or rental of housing on the basis of familial status or because a family has children, exempting certain types of buildings that house older persons (e.g. Section 202 housing) in accordance with Section 807 of the 1988 Fair Housing Amendments Act.

SECTION 4. - Discrimination in the Financing of a House

It shall be unlawful for any bank, building and loan association, insurance company, or other corporation, association, firm, or enterprise whose business consists in whole or in part in the making of commercial real estate loans, to deny a loan to a person applying therefore for the purpose of purchasing, constructing, repairing, or maintaining a dwelling, or to discriminate against any person in the fixing of the amount or conditions of such loan, because of the race, color, religion, sex, handicap, familial status, or national origin of such person, or of any person therein associated in connection with such financing.

SECTION 5. - Administration

a. There is hereby created a Fair Housing Committee whose membership shall consist of five members, who shall be appointed by the Board Chairman of the Village of Sunrise Beach with the approval of the Board of Trustees.

b. Every complaint of a violation of this ordinance shall be referred to a Fair Housing Committee. The Fair Housing Committee shall forthwith notify the person against whom the complaint is made. The identity of the aggrieved person shall be made known to the person against whom the complaint is made at that time. If the Fair Housing Committee, after investigation, finds there is

no merit to the complaint, the same shall be dismissed. If the Fair Housing Committee finds that there is merit in the complaint, in their opinion, then and in that event, the Fair Housing Committee will endeavor to eliminate the alleged discriminatory practice by conference and conciliation.

c. If the Fair Housing Committee is unable to eliminate the alleged discriminatory practice by conference and conciliation, then and in that event, the Fair Housing Committee shall forward said complaint to the City Attorney for handling. The final determination of whether to prosecute in Municipal Court on said complaint shall be left to the City Attorney.

d. Nothing in this ordinance shall be construed in such manner as to limit administrative enforcement mechanisms and recourse against alleged discriminatory housing practices through the U.S. Department of Housing and Urban Development, as specified under Section 810 of the Fair Housing Act as amended effective March 12, 1989, or through the Missouri Commission on Human Rights, as specified in applicable state statutes.

SECTION 6. - Enforcement

a. Any person convicted in Municipal Court of a violation of this ordinance shall be punished by a fine of (not more than) \$100 or by confinement in the County jail for (not more than) two days, or both such fine and imprisonment.

b. The City Attorney, instead of filing a complaint in Municipal Court of said City, may, as an alternative remedy, seek to have the alleged discriminatory practices abated by an action for an injunction to be maintained in the appropriate Circuit Court of the State of Missouri.

SECTION 7. - Severability

If any section, subsection, paragraph, sentence, clause, or phrase of these standards shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this ordinance which shall continue in full force and effect. To this end, the provisions of this ordinance are hereby declared to be severable.

SECTION 8. - Savings Clause

This ordinance shall not affect violations of any other ordinance, code, or regulation of the Village of Sunrise Beach existing prior to the effective date hereof. Any such violations shall be governed and shall continue to be punishable to the full extent of the law under the provisions of those ordinances, codes, or regulations in effect at the time the violation was committed.

Read the second time and passed, approved, and adopted by the Board of Trustees of the Village of Sunrise Beach, Missouri, this 12th day of August, 2024,

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

Roll Call Vote:

Yeas: _____

Nayes: _____

APPROVED BY THE CHAIRMAN THIS ____ DAY OF _____, 2024.

CHAIRMAN

Attest:

VILLAGE CLERK

Resolution No. 2024-16

A RESOLUTION OF THE VILLAGE OF SUNRISE BEACH, MISSOURI, STATING INTENT TO SEEK FUNDING THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND AUTHORIZING THE BOARD CHAIRMAN AND CITY MANAGER TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING

WHEREAS, Title I of the Housing and Community Development Act of 1974 does state as its primary objective “the development of viable urban communities, by providing decent housing and suitable living environment and expanding economic opportunities principally for persons of low and moderate income;” and

WHEREAS, Title I does offer to communities the opportunity of monetary assistance in accomplishing its stated primary objectives; and

WHEREAS, The Missouri Department of Economic Development is designated to award Community Development Block Grant Funding under Title I; and

WHEREAS, the City does have areas of need which may be addressed through the Community Development Block Grant Program;

NOW, THEREFORE BE IT RESOLVED by the Village of Sunrise Beach, Missouri, that it desires to participate with the Missouri Department of Economic Development in the improvement of our community under the activities authorized pursuant to the Housing and Community Development Act of 1974.

THEREFORE, BE IT FURTHER RESOLVED, that the Chairman of the Village of Sunrise Beach Board of Trustees and the City Manager are hereby authorized to prepare and submit documents which are necessary in applying for funding and establishing an administrative organization to implement activities pursuant to the aforementioned act.

THEREFORE, BE IT FURTHER RESOLVED that the applicant will dedicate up to \$103,393 in cash to be used in this project (FY 23 Beachwood Drive improvement).

Passed this 12th Day of August, 2024.

Susan Schneider, Chairman

Attest

City Clerk

Resolution No. 2024-17

A RESOLUTION OF THE VILLAGE OF SUNRISE BEACH, MISSOURI, STATING INTENT TO SEEK FUNDING THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND AUTHORIZING THE BOARD CHAIRMAN AND CITY MANAGER TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING

WHEREAS, Title I of the Housing and Community Development Act of 1974 does state as its primary objective “the development of viable urban communities, by providing decent housing and suitable living environment and expanding economic opportunities principally for persons of low and moderate income;” and

WHEREAS, Title I does offer to communities the opportunity of monetary assistance in accomplishing its stated primary objectives; and

WHEREAS, The Missouri Department of Economic Development is designated to award Community Development Block Grant Funding under Title I; and

WHEREAS, the City does have areas of need which may be addressed through the Community Development Block Grant Program;

NOW, THEREFORE BE IT RESOLVED by the Village of Sunrise Beach, Missouri, that it desires to participate with the Missouri Department of Economic Development in the improvement of our community under the activities authorized pursuant to the Housing and Community Development Act of 1974.

THEREFORE, BE IT FURTHER RESOLVED, that the Chairman of the Village of Sunrise Beach Board of Trustees and the City Manager are hereby authorized to prepare and submit documents which are necessary in applying for funding and establishing an administrative organization to implement activities pursuant to the aforementioned act.

THEREFORE, BE IT FURTHER RESOLVED that the applicant will dedicate up to \$87,212 in cash to be used in this project (FY 24 Eddie Avenue and American Legion Drive improvement).

Passed this 12th Day of August, 2024.

Susan Schneider, Chairman

Attest

City Clerk

Resolution No. 2024-18

A RESOLUTION OF THE VILLAGE OF SUNRISE BEACH, MISSOURI, ADOPTING A CONFLICT OF INTEREST POLICY RELATING TO THE AWARD OR ADMINISTRATION OF CONTRACTS SUPPORTED BY FEDERAL GRANT FUNDS

WHEREAS, the Board of Trustees has previously adopted Ordinance 2024-06 governing disclosure of conflicts of interests and personal financial disclosure, pursuant to Missouri law; and

WHEREAS, the Board of Trustees desires to adopt a policy specific to Village officers, employees or agents engaged in the award or administration of contracts supported by federal grant funds;

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

Section One. A Conflict of Interest Policy governing officers, employees or agents of the Village of Sunrise Beach engaged in the award of administration of contracts supported by federal grant funds, in the form attached as Exhibit A, is hereby adopted and approved.

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 12th Day of August, 2024.

Susan Schneider, Chairman

Attest

City Clerk

**CONFLICT OF INTEREST POLICY FOR
THE VILLAGE OF SUNRISE BEACH,
MISSOURI**

PURPOSE

The purposes of this Conflict of Interest Policy is to ensure the efficient, fair, and professional administration of Federal grant funds in compliance with the State of Missouri CDBG Program policy and other applicable Federal and State standards, regulations, and laws.

APPLICATION

This Conflict of Interest Policy applies to all officers, employees, or agents of the Village of Sunrise Beach, Missouri engaged in the award or administration of contracts supported by Federal grant funds.

REQUIREMENTS

No officer, employee or agent of the Village of Sunrise Beach, Missouri shall participate in the selection, award, or administration of a contract supported Federal grant funds, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent;
2. Any member of his/her immediate family;
3. His/her partner; or
4. An organization which employs, or is about to employ, any of the above

has a financial or other interest in the firm selected for award.

The Village of Sunrise Beach, Missouri officers, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or subcontractors.

REMEDIES

To the extent permitted by Federal, State, or Local laws or regulations, violation of these standards may cause penalties, sanctions, or other disciplinary actions to be taken against the Village of Sunrise Beach Missouri's officers, employees, or agents, or the contractors, potential contractors, subcontractors, or their agents.

Passed and adopted this ____ day of _____, 20____.

Susan Schneider, Chairman, Board of Trustees

Attest:

Erin Hays, City Clerk

Resolution No. 2024-19

A RESOLUTION ESTABLISHING THE RULES AND REGULATIONS REGARDING THE USE OF EXCESSIVE FORCE DURING NON-VIOLENT CIVIL RIGHTS DEMONSTRATIONS, INCLUDING PHYSICALLY BARRING ACCESS TO A FACILITY OR LOCATION WHICH IS THE SUBJECT OF SUCH DEMONSTRATION, AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF

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

ARTICLE I

Section 1. The Village hereby adopts and will enforce thi19 policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations. The Village also prohibits the physical barring of any entrance or exit to such a facility and will enforce all applicable State laws in this regard.

ARTICLE II

Section 1. Any person charged with a violation of any provision of this Resolution will be served by the Village with written notice stating the nature of the violation.

Section 2. Any person convicted of this violation shall be guilty of a misdemeanor and shall be fined an amount to exceed one hundred (100) dollars for each violation. Each day on which such violation occurs shall be deemed to be a separate offense.

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

ARTICLE III

Section 1. Passed and adopted by the Board of Trustees of the Village of Sunrise Beach this _____ day of August, 2024.

Susan Schneider, Chairman

Attest

City Clerk

Resolution No. 2024-20

A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE BOARD OF TRUSTEES TO ENTER INTO AN AGREEMENT WITH COCHRAN ENGINEERING FOR PROFESSIONAL SERVICES RELATING TO THE BEACHWOOD DRIVE IMPROVEMENT PROJECT, TO BE FUNDED IN PART THROUGH COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

WHEREAS, the Village of Sunrise Beach intends to pursue Community Development Block Grant funding through the State of Missouri for the contemplated Beachwood Drive Improvement Project, and the Village requires certain professional services to assist with preparing the grant application and in planning, designing, inspecting and administering the planned improvement project; and

WHEREAS, the Village has canvassed the qualifications of various firms qualified to provide the requested professional services, and upon review has determined Cochran Engineering as the firm best qualified to provide said services, and has further requested a fee proposal from Cochran to provide said professional services as hereinafter provided;

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

1. The Chairman of the Board of Trustees is authorized and directed to enter into an agreement with Cochran Engineering for professional services in substantially the form as the attached Exhibit A. The total project fee shall be as provided for in the agreement and shall not exceed \$83,750.
2. The scope of services, project deliverables and fees shall be as provided for in the agreement and are restated here as reference:
 - A. Application Phase, \$5,000. Prepare preliminary engineering report and draft preliminary project plan, including cost estimates and implementation schedule.
 - B. Design and Bidding Phase, \$45,000. Conduct studies and investigations necessary to prepare preliminary plans; prepare final construction plans upon review by the Village and State officials; assist the Village with project bidding and bid evaluation.
 - C. Construction Phase, \$33,750. Serve as the Village representative in construction project administration, including periodic site visits, materials inspection, pay applications, change orders and other administrative tasks.
3. The Design and Bidding and Construction Phase services shall only apply in the event the Village is awarded grant funding for this project. In the event the Village is not awarded grant funding, the agreement for Design and Construction Phase services shall be void and the project shall be terminated.

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

Passed this 12th Day of August, 2024

Susan Schneider, Chairman

Attest

City Clerk



Architecture
Civil Engineering
Land Surveying
Site Development

737 Rudder Road
St. Louis, Missouri 63026
Telephone: 314-842-4033
Fax: 314-842-5957
E-Mail: david@cochraneng.com

July 17, 2024

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

**RE: Proposal – Grant Application and Engineering Services
Roadway Improvements – Beachwood Drive 2023 CDBG Project**

Dear Mr. Roth:

Thank you for giving Cochran the opportunity to submit this proposal to provide application and professional engineering services for the above referenced project. In accordance with our previous discussions and preventive pavement plan (approximate construction cost @ \$500K), we offer the following professional services:

SCOPE OF SERVICES:

1. **Application Phase** – we will prepare and submit the application in accordance with the attached cost estimate. The application is a very detailed and involved process; here are some of the questions and information required on the application to the Missouri Department of Economic Development and Business and Community Services – CDBG Program:
 - a. Prepare a Preliminary Engineering Report (PER) for submittal with CDBG Application
 - b. Participate in the required Public Hearing
 - c. Facilitate Letters of Support from State Senator and State Representative
 - d. Project map showing limits of improvements
 - e. Project Profile
 - f. Cost Summary – Estimates
 - g. Expenditure Projections
 - h. Narratives
 - i. Project implementation schedule

2. **Design and Bidding Phase** – we will provide professional services necessary to produce a quality set of construction and bidding documents. The scope will be in accordance with the attached cost estimate. Tasks will include the following:
 - a. Determine the needs of the City by meeting with City officials and representative interest groups.
 - b. Conduct topographic, property and utility surveys sufficient to develop plans for the project.
 - c. Develop preliminary plans and cost estimates and recommend to the City the best overall general design.
 - d. Submit four copies of preliminary plans and estimates for review by the City and the Missouri Department of Economic Development and Business and Community Services.

- e. Based on approvals of preliminary plans, prepare detailed construction plans, cost estimates, specifications and related documents as necessary for the purpose of soliciting bids for constructing the project.
 - f. Ensure compliance with all regulations in regards to noise abatement and air quality, if necessary.
 - g. Provide the City with five sets of completed plans, specifications and cost estimates for the purpose of obtaining construction authorization from the Missouri Department of Economic Development and Business and Community Services.
 - h. Upon receipt of construction authorization from Missouri Department of Economic Development and Business and Community Services, make final corrections resulting from reviews by agencies involved and provide plans, specifications, and bid documents to the City.
 - i. Provide the City with a list of qualified area bidders and assist the City in advertising for bids.
 - j. Assist the City in evaluating bids and requesting concurrence in award from Missouri Department of Economic Development and Business and Community Services.
3. **Construction Phase** - we will serve as the City's representative for administering the terms of the construction contract between the City and their Contractor. Cochran will endeavor to protect the City against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Cochran responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Tasks will include the following:
- a. Provide the City with a list of qualified area bidders and assist in advertising for bids, distributing bid packages, pre-bid conference, addendums, and pre-bid questions from Contractors.
 - b. Assist the City in opening and evaluating bids and requesting concurrence in award from Missouri Department of Economic Development and Business and Community Services.
 - c. Assist the City with a preconstruction conference to discuss project details with the Contractor.
 - d. Make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be accomplished by the contractor's forces. We will accompany Missouri Department of Economic Development and Business and Community Services representatives on visits of the project site as requested.
 - e. Check shop drawings and review schedules and drawings submitted by the Contractor.
 - f. Reject work not conforming to the project documents.
 - g. Prepare change orders for issuance by the City as necessary and assure that proper approvals are made prior to work being performed.
 - h. Review wage rates, postings, equal employment opportunity and other related items called for in the contract documents.
 - i. Inspect materials, review material certifications furnished by Contractor, sample concrete and other materials as required, and provide for laboratory testing of samples.
 - j. Maintain progress diary and other project records, measure and document quantities, and prepare monthly estimates for payments due the Contractor.
 - k. Be present during critical construction operations.
 - l. Participate in final inspection, provide the City with project documentation (diaries, test results, certifications, etc.), and provide as-built plans for the City's records.

OWNER'S RESPONSIBILITY:

1. The Owner shall give prompt and thorough consideration to all sketches, drawings, bid documents and other documents laid before him. Prompt decisions will be required if project is to proceed on schedule.
2. Advertisement and receipt of construction bids.

FEE:

1. The total amount of fee to be paid for the "Application Phase" outlined in this proposal shall be a lump sum fee of \$5,000.00.
2. If the grant application is approved by the Missouri Department of Economic Development and Business and Community Services, the total amount of fee to be paid for the "Design and Bidding Phase" outlined in this proposal shall be a lump sum fee of \$45,000.00.
3. If the grant application is approved by the Missouri Department of Economic Development and Business and Community Services, the total amount of fee to be paid for the "Construction Phase" outlined in this proposal shall be a lump sum fee of \$33,750.00.

PAYMENT:

1. An invoice for progress payments will be submitted monthly during the performance period of this contract for professional services rendered. It is agreed that monthly progress payments for fees earned under this agreement are due and payable within thirty (30) days of submission of invoices. Any invoices remaining unpaid beyond thirty (30) days will accrue interest at the rate of one and one-half (1½%) per month on the unpaid balance.
2. It is further understood that if the project is abandoned, or if any work being performed is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished.
3. In addition, payment will be due for all reimbursable expenses incurred prior to receipt of written notice or such abandonment or suspension.

TIME OF PERFORMANCE:

We will make every effort to complete the project within the Owner's time frame and according to schedule. Cochran will not, however, be responsible for delays caused by events beyond our control.

TERMS AND CONDITIONS:

Attached to this proposal is a copy of the Cochran Standard Terms and Conditions. These terms and conditions shall apply to this proposal for professional services, which can also serve as a letter agreement. This document is enclosed for your review and reference.

GENERAL:

Cochran's reputation is based on understanding and meeting all the project objectives of our clients. We look forward to having an opportunity to demonstrate that responsiveness by providing timely and cost effective professional services.

If you would like to authorize Cochran to perform the professional services outlined in this proposal, please indicate your acceptance of the terms of this letter agreement by signing in the space provided below and returning one (1) copy for our contract files.

If you have any questions or changes regarding this proposal, please contact me at 314-842-4033. Thank you.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Sincerely,



Dave Christensen, P.E.
Vice President

Acceptance:
City of Sunrise Beach

By: _____

Title: _____

Date: _____

Attachments – Cochran Standard Terms & Conditions

Resolution No. 2024-21

A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE BOARD OF TRUSTEES TO ENTER INTO AN AGREEMENT WITH COCHRAN ENGINEERING FOR PROFESSIONAL SERVICES RELATING TO THE EDDIE AVENUE AND AMERICAN LEGION DRIVE IMPROVEMENT PROJECT, TO BE FUNDED IN PART THROUGH COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

WHEREAS, the Village of Sunrise Beach intends to pursue Community Development Block Grant funding through the State of Missouri for the contemplated Eddie Avenue and American Legion Drive Improvement Project, and the Village requires certain professional services to assist with preparing the grant application and in planning, designing, inspecting and administering the planned improvement project; and

WHEREAS, the Village has canvassed the qualifications of various firms qualified to provide the requested professional services, and upon review has determined Cochran Engineering as the firm best qualified to provide said services, and has further requested a fee proposal from Cochran to provide said professional services as hereinafter provided;

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

1. The Chairman of the Board of Trustees is authorized and directed to enter into an agreement with Cochran Engineering for professional services in substantially the form as the attached Exhibit A. The total project fee shall be as provided for in the agreement and shall not exceed \$67,212.
2. The scope of services, project deliverables and fees shall be as provided for in the agreement and are restated here as reference:
 - A. Application Phase, \$5,000. Prepare preliminary engineering report and draft preliminary project plan, including cost estimates and implementation schedule.
 - B. Design and Bidding Phase, \$35,550. Conduct studies and investigations necessary to prepare preliminary plans; prepare final construction plans upon review by the Village and State officials; assist the Village with project bidding and bid evaluation.
 - C. Construction Phase, \$26,662. Serve as the Village representative in construction project administration, including periodic site visits, materials inspection, pay applications, change orders and other administrative tasks.
3. The Design and Bidding and Construction Phase services shall only apply in the event the Village is awarded grant funding for this project. In the event the Village is not awarded grant funding, the agreement for Design and Construction Phase services shall be void and the project shall be terminated.

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

Passed this 12th Day of August, 2024

Susan Schneider, Chairman

Attest

City Clerk



Architecture
Civil Engineering
Land Surveying
Site Development

737 Rudder Road
St. Louis, Missouri 63026
Telephone: 314-842-4033
Fax: 314-842-5957
E-Mail: david@cochraneng.com

July 17, 2024

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

**RE: Proposal – Grant Application and Engineering Services
Roadway Improvements – 2024 CDBG Project
American Legion Drive and Eddie Ave**

Dear Mr. Roth:

Thank you for giving Cochran the opportunity to submit this proposal to provide application and professional engineering services for the above referenced project. In accordance with our previous discussions and preventive pavement plan (approximate construction cost @ \$395K), we offer the following professional services:

SCOPE OF SERVICES:

1. **Application Phase** – we will prepare and submit the application in accordance with the attached cost estimate. The application is a very detailed and involved process; here are some of the questions and information required on the application to the Missouri Department of Economic Development and Business and Community Services – CDBG Program:
 - a. Prepare a Preliminary Engineering Report (PER) for submittal with CDBG Application
 - b. Participate in the required Public Hearing
 - c. Facilitate Letters of Support from State Senator and State Representative
 - d. Project map showing limits of improvements
 - e. Project Profile
 - f. Cost Summary – Estimates
 - g. Expenditure Projections
 - h. Narratives
 - i. Project implementation schedule

2. **Design and Bidding Phase** – we will provide professional services necessary to produce a quality set of construction and bidding documents. The scope will be in accordance with the attached cost estimate. Tasks will include the following:
 - a. Determine the needs of the City by meeting with City officials and representative interest groups.
 - b. Conduct topographic, property and utility surveys sufficient to develop plans for the project.
 - c. Develop preliminary plans and cost estimates and recommend to the City the best overall general design.
 - d. Submit four copies of preliminary plans and estimates for review by the City and the Missouri Department of Economic Development and Business and Community Services.

- e. Based on approvals of preliminary plans, prepare detailed construction plans, cost estimates, specifications and related documents as necessary for the purpose of soliciting bids for constructing the project.
 - f. Ensure compliance with all regulations in regards to noise abatement and air quality, if necessary.
 - g. Provide the City with five sets of completed plans, specifications and cost estimates for the purpose of obtaining construction authorization from the Missouri Department of Economic Development and Business and Community Services.
 - h. Upon receipt of construction authorization from Missouri Department of Economic Development and Business and Community Services, make final corrections resulting from reviews by agencies involved and provide plans, specifications, and bid documents to the City.
 - i. Provide the City with a list of qualified area bidders and assist the City in advertising for bids.
 - j. Assist the City in evaluating bids and requesting concurrence in award from Missouri Department of Economic Development and Business and Community Services.
3. **Construction Phase** - we will serve as the City's representative for administering the terms of the construction contract between the City and their Contractor. Cochran will endeavor to protect the City against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Cochran responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Tasks will include the following:
- a. Provide the City with a list of qualified area bidders and assist in advertising for bids, distributing bid packages, pre-bid conference, addendums, and pre-bid questions from Contractors.
 - b. Assist the City in opening and evaluating bids and requesting concurrence in award from Missouri Department of Economic Development and Business and Community Services.
 - c. Assist the City with a preconstruction conference to discuss project details with the Contractor.
 - d. Make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be accomplished by the contractor's forces. We will accompany Missouri Department of Economic Development and Business and Community Services representatives on visits of the project site as requested.
 - e. Check shop drawings and review schedules and drawings submitted by the Contractor.
 - f. Reject work not conforming to the project documents.
 - g. Prepare change orders for issuance by the City as necessary and assure that proper approvals are made prior to work being performed.
 - h. Review wage rates, postings, equal employment opportunity and other related items called for in the contract documents.
 - i. Inspect materials, review material certifications furnished by Contractor, sample concrete and other materials as required, and provide for laboratory testing of samples.
 - j. Maintain progress diary and other project records, measure and document quantities, and prepare monthly estimates for payments due the Contractor.
 - k. Be present during critical construction operations.
 - l. Participate in final inspection, provide the City with project documentation (diaries, test results, certifications, etc.), and provide as-built plans for the City's records.

OWNER'S RESPONSIBILITY:

1. The Owner shall give prompt and thorough consideration to all sketches, drawings, bid documents and other documents laid before him. Prompt decisions will be required if project is to proceed on schedule.
2. Advertisement and receipt of construction bids.

FEE:

1. The total amount of fee to be paid for the "Application Phase" outlined in this proposal shall be a lump sum fee of \$5,000.00.
2. If the grant application is approved by the Missouri Department of Economic Development and Business and Community Services, the total amount of fee to be paid for the "Design and Bidding Phase" outlined in this proposal shall be a lump sum fee of \$35,550.00.
3. If the grant application is approved by the Missouri Department of Economic Development and Business and Community Services, the total amount of fee to be paid for the "Construction Phase" outlined in this proposal shall be a lump sum fee of \$26,662.00.

PAYMENT:

1. An invoice for progress payments will be submitted monthly during the performance period of this contract for professional services rendered. It is agreed that monthly progress payments for fees earned under this agreement are due and payable within thirty (30) days of submission of invoices. Any invoices remaining unpaid beyond thirty (30) days will accrue interest at the rate of one and one-half (1½%) per month on the unpaid balance.
2. It is further understood that if the project is abandoned, or if any work being performed is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished.
3. In addition, payment will be due for all reimbursable expenses incurred prior to receipt of written notice or such abandonment or suspension.

TIME OF PERFORMANCE:

We will make every effort to complete the project within the Owner's time frame and according to schedule. Cochran will not, however, be responsible for delays caused by events beyond our control.

TERMS AND CONDITIONS:

Attached to this proposal is a copy of the Cochran Standard Terms and Conditions. These terms and conditions shall apply to this proposal for professional services, which can also serve as a letter agreement. This document is enclosed for your review and reference.

GENERAL:

Cochran's reputation is based on understanding and meeting all the project objectives of our clients. We look forward to having an opportunity to demonstrate that responsiveness by providing timely and cost effective professional services.

If you would like to authorize Cochran to perform the professional services outlined in this proposal, please indicate your acceptance of the terms of this letter agreement by signing in the space provided below and returning one (1) copy for our contract files.

If you have any questions or changes regarding this proposal, please contact me at 314-842-4033. Thank you.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Sincerely,



Dave Christensen, P.E.
Vice President

Acceptance:
City of Sunrise Beach

By: _____

Title: _____

Date: _____

Attachments – Cochran Standard Terms & Conditions

Resolution No. 2024-22

A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE BOARD OF TRUSTEES TO ENTER INTO AN ANNEXATION AGREEMENT WITH CRABCO, LLC dba ROUGH WATER DOCKS

WHEREAS, the Village of Sunrise Beach (“Village”) has received a request from Crabco LLC, dba Rough Water Docks, relating to provision of water and sanitary sewer utility services to the Rough Water Docks business location at site at 17685 N Highway 5; and

WHEREAS, the Village is agreeable to such request, provided that Crabco LLC, dba Rough Water Docks, agrees to voluntarily annex into the Village, and provide other considerations as contained in the attached Annexation Agreement;

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

1. The Chairman of the Board of Trustees is hereby authorized to execute an annexation agreement with Crabco LLC, dba Rough Water Docks, substantially in the form of the attached Exhibit A, which specifies terms and conditions for the Village provision of water and sanitary sewer services to the Rough Water Docks business location site at 17685 N. Highway 5.
2. This approval is conditioned upon the City Attorney reviewing and approving the final agreement as to form.

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

Passed this 12th Day of August, 2024.

Susan Schneider, Chairman

Attest

Erin Hays, City Clerk

Exhibit A

***IRREVOCABLE CONSENT TO ANNEXATION
AND AGREEMENT RELATING THERETO***

This Irrevocable Consent to Annexation and Agreement Relating Thereto is made and entered into this ____ day of _____ 2024.

WITNESSETH:

WHEREAS, **CRABCO, LLC**, a Missouri Limited Liability Corporation (hereinafter “Landowner,”) owns certain property commonly identified as 55 Rough Water Drive, Sunrise Beach, MO 65079 (Camden County Parcel Nos. 02-8.0-33.0-000.0-003-001.000, 02-8.0-33.0-000.0-003-002.000 and 02-8.0-33.0-000.0-004-001.000) hereinafter referred to as the “Property.”

WHEREAS, the Property lies outside of the Village limits of the Village of Sunrise Beach, Missouri, (hereinafter the "Village"); and

WHEREAS, the Village and Landowner desire to enter into an agreement, a condition of which is that Landowner has agreed to be annexed into the Village when that becomes possible;

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

1. The Village hereby agrees to extend public water and sanitary sewer service to the Landowner property in a reasonable timeframe not to exceed ninety (90) days following execution of this agreement by the Village. The Village shall waive any connection fee,

impact fee or other fee associated with the provision of water and / or sanitary sewer service to the property. Landowner shall not be subject to regular Village user charges for water and / or sanitary sewer unless or until water / sanitary sewer meters, tanks, grinder pumps and appurtenances have been installed and are ready for service connection. Landowner shall provide easement for water / sanitary sewer mains and appurtenances as may be necessary for the Village to extend service to the Property, and as may be mutually agreed between Village and Landowner. In consideration of necessary easements, Village agrees to accept all costs in providing water and sanitary sewer connections to Landowner properties, including the office and manufacturing / shop locations.. The Village further agrees to accept all costs for preparing and recording easement(s) as may be necessary. As a condition of Village extension of water and sanitary sewer services as herein authorized, Landowner agrees to voluntary annexation of the Property into the Village as provided in Section 2 of this agreement.

2. If requested by the Village Clerk, Landowner shall, within such time as specified by the Village Clerk, submit a verified petition requesting annexation of Landowner' property to the Village Clerk for presentation to the Village Board of Trustees. The Village Clerk may request Landowner to present an annexation petition at any time after Landowner's property becomes contiguous to the corporate limits of the Village. The provisions of this paragraph shall be enforceable by specific performance. In addition, Landowner hereby authorizes the Village Clerk to file such a petition on its behalf if it chooses not to comply upon request.
3. Landowner further agrees that it shall not consent to voluntary annexation by any other municipality without the consent of the Village.
4. Landowner shall give a copy of this agreement to each person who buys all or a portion of Landowner' property.
5. If Landowner fails to comply with any of the provisions of this agreement or repudiates the terms of this agreement, the Village may terminate water and sewer service to Landowner's property and disconnect the sewer lines serving Landowner' property from the System. The Village shall give Landowner six months prior written notice of its intent to terminate sewer service.
6. This agreement is not intended to confer any rights or remedies on any person other than the parties.
7. The benefits and burdens of this agreement are intended to attach to and run with the land and shall be binding on and inure to the benefit of the parties and their respective legal representatives, successors, heirs and assigns. All persons claiming under the parties shall conform to and observe the provisions of this agreement.

BILL NO. 2024-17

ORD NO. _____

AN ORDINANCE OF THE VILLAGE OF SUNRISE BEACH FOR IMPROVING AND BEAUTIFYING THE CITY BY REQUIRING PROPERTY OWNERS TO MAINTAIN THE RIGHT OF WAY ABUTTING THEIR PROPERTIES.

WHEREAS, the Village desires to maintain the beauty and aesthetics of the Village's neighborhoods; and

WHEREAS, the Courts of this State have declared that this is a proper concern to be addressed through the police powers of a Village; and

WHEREAS, the Courts of this State have upheld the right of a Village to require abutting property owners to maintain the Village right-of-way (*Village of Overland v. Wade*, 85 S.W.3d 70, 73 (Mo. App. E.D. 2002));

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

SECTION ONE: Duty Of Property Owner To Maintain Right of Way.

- A. It is the duty of every property owner to keep the sidewalks, curbs, gutters, culverts, and driveway entrances adjacent to his or her property and in the Village in good repair at all times and free from irregularities and offsets in the surface thereof that may render the same unsafe for use or which may create a hazard to pedestrians or vehicles.
- B. Every property owner shall keep the grass or other vegetation in the right-of-way adjacent to his or her property mowed in compliance with the maximum height provided in the Village Code. The property owner shall also keep any culverts or ditches in the right of way mowed and maintained in the same manner.
- C. No property owner shall plant or permit any tree or woody shrub in the right of way. The maintenance, care, and removal of any such tree or woody shrub in the right of way shall be the sole responsibility of the adjoining property owner.
- D. Every property owner shall keep the right-of-way adjoining his or her property free from litter.
- E. For the purposes of this ordinance the term 'right-of-way' shall mean the Village right-of-way from the edge of the paved portion of the street parallel to a property owner's property line to the property owner's property line.
- F. Violation of this section shall be a municipal ordinance violation punishable by a fine of not more than five hundred dollars (\$500) and/or imprisonment not to exceed ninety (90) days. Each violation shall also be considered a nuisance.

SECTION TWO: Culvert and Ditch Maintenance; Obstruction Removal By The Village; Costs.

A. Every culvert and ditch shall be kept clear of any obstructions that might interfere with the flow of drainage water, and it shall be the obligation of the property owner to inspect and maintain the culverts and ditches.

B. If a culvert or ditch has an obstruction of any form that interferes with the flow of drainage water and the property owner does not correct the problem within 30 days after notification from the street superintendent of the owner's duty to remedy such obstruction, then the Street Superintendent shall have the authority to enter onto the right-of-way adjacent to such owner's land and use any suitable means necessary to restore the adequate flow of drainage water through such culvert.

C. Within thirty (30) days of receipt of an invoice for the actual cost of clearing such obstruction, the owner shall pay to the City its cost incurred in remedying such obstruction, and if the same is not timely paid, the Board of Trustees may, by ordinance, levy such cost as a special tax bill against the property on which such culvert is located, or that is adjacent to such culvert, which tax shall be collected like other special tax bills and which shall constitute a first lien on the property until paid.

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

SECTION FOUR: This ordinance shall be considered effective immediately upon final passage and approval.

First Reading: _____

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

Roll Call Vote: Yeas: _____

Nays: _____

APPROVED BY THE CHAIRMAN THIS ____ DAY OF _____, 2024.

CHAIRMAN

Attest:

VILLAGE CLERK

SUNRISE BEACH - WATER/SEWER FUND

A/P Aging Summary

As of August 8, 2024

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Andy G Bayerl	12.40	0.00	0.00	0.00	0.00	12.40
CITY OF SUNRISE BEACH	3,042.50	0.00	0.00	0.00	0.00	3,042.50
CO-MO ELECTRIC	4,518.87	0.00	0.00	0.00	0.00	4,518.87
Colonial Life	100.23	0.00	0.00	0.00	0.00	100.23
CORE & MAIN	19,064.12	0.00	0.00	0.00	0.00	19,064.12
FASTENCO	69.56	0.00	0.00	0.00	0.00	69.56
HAYNES EQUIPMENT	1,920.00	0.00	0.00	0.00	0.00	1,920.00
JBC Tire LLC (SUNR)	277.99	0.00	0.00	0.00	0.00	277.99
LOE	6,333.20	0.00	0.00	0.00	0.00	6,333.20
O'REILLY AUTO PARTS	27.98	0.00	0.00	0.00	0.00	27.98
On Lake Time Sunrise Beach LLC	683.92	0.00	0.00	0.00	0.00	683.92
PLUMB SUPPLY COMPANY - LAU	954.94	0.00	0.00	0.00	0.00	954.94
Reed's Iron & Metal	167.00	0.00	0.00	0.00	0.00	167.00
REEVES-WIEDEMAN COMPANY	73.94	0.00	0.00	0.00	0.00	73.94
SMITH PAPER & JANITOR SUPPLY CO INC	528.96	0.00	0.00	0.00	0.00	528.96
SUNRISE ACE HARDWARE	73.68	0.00	0.00	0.00	0.00	73.68
UNITED HEALTHCARE	2,683.23	0.00	0.00	0.00	0.00	2,683.23
Verizon Connect	52.35	0.00	0.00	0.00	0.00	52.35
TOTAL	40,584.87	0.00	0.00	0.00	0.00	40,584.87

1:11 PM

08/08/24

CITY OF SUNRISE BEACH *General.* A/P Aging Summary

As of August 8, 2024

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
AFLAC	0.00	0.00	853.70	0.00	0.00	853.70
AT & T	0.00	101.58	0.00	0.00	0.00	101.58
AXON ENTERPRISE, INC.	5,374.40	0.00	0.00	0.00	0.00	5,374.40
CG'S MINI MART	0.00	0.00	0.00	0.00	-937.14	-937.14
CO-MO CONNECT	1,238.06	0.00	0.00	0.00	-38.22	1,199.84
CO-MO ELECTRIC	0.00	78.19	0.00	0.00	0.00	78.19
COLONIAL LIFE	206.78	0.00	0.00	0.00	0.00	206.78
DREDGING, INC.	350.00	0.00	0.00	0.00	0.00	350.00
eVolv Solutions	132.36	0.00	0.00	0.00	0.00	132.36
JBC Tire LLC	22.50	0.00	0.00	0.00	0.00	22.50
LAKE MEDIA	0.00	421.00	0.00	0.00	0.00	421.00
LAKE REGIONAL OCCUPATIONAL MEDICINE	0.00	350.00	0.00	0.00	0.00	350.00
LAKE WEST CHAMBER OF COMMERCE	0.00	372.60	0.00	0.00	0.00	372.60
Lauber Municipal Law, LLC	0.00	3,084.00	0.00	0.00	0.00	3,084.00
LIBERTY NATIONAL	173.76	0.00	0.00	0.00	0.00	173.76
MO VOCATIONAL ENTERPRISES	0.00	77.00	0.00	0.00	0.00	77.00
Navigate Building Solutions	0.00	3,975.00	0.00	0.00	0.00	3,975.00
NORTHTOWN COLLISION INC.	5,914.62	0.00	0.00	0.00	0.00	5,914.62
PORTER'S OF LAURIE	322.27	0.00	0.00	0.00	0.00	322.27
Pro-Vision	0.00	0.00	596.74	0.00	0.00	596.74
REPUBLIC SERVICES #435	89.23	0.00	0.00	0.00	0.00	89.23
Rusty Drawing	538.50	0.00	0.00	0.00	0.00	538.50
SUMMIT NATURAL GAS	15.00	0.00	0.00	0.00	0.00	15.00
US BANK	184.00	0.00	0.00	0.00	0.00	184.00
VERIZON	34.90	0.00	0.00	0.00	0.00	34.90
VERIZON Business	0.00	155.01	0.00	0.00	0.00	155.01
TOTAL	14,596.38	8,614.38	1,450.44	0.00	-975.36	23,685.84

24,661.12

CITY OF SUNRISE BEACH Payroll Summary

July 2024

	BAYERL, ANDREW		CRAIG, SCOTT		Hays, Erin M		Horn, Chris		NORTH, TIM			
	H...	Rate	Jul 24	H...	Rate	Jul 24	H...	Rate	Jul 24	H...	Rate	Jul 24
Employee Wages, Taxes and Adjustments												
Gross Pay												
CHAIRMAN			0.00									0.00
CITY CLERK			0.00									0.00
City Manager			0.00									0.00
PUBLIC WORKS SUPERVISOR	136		4,000.00									0.00
SBPD CHIEF			0.00	170								0.00
DEPUTY CLERK			0.00									0.00
Holiday	16		0.00	8	30.50	244.00	16					0.00
Hourly			0.00			0.00						0.00
Overtime (x1.5) hourly			0.00			0.00						0.00
Personal			0.00			0.00						0.00
PUBLIC WKS HOURLY			0.00			0.00						0.00
Salary overtime (x1.5)			0.00			0.00						0.00
SBPD OFFICER			0.00			0.00						0.00
SBPD OFFICERS/ASST CHIEF			0.00			0.00						0.00
sick time	8		0.00			0.00						0.00
VACATION			0.00			0.00						0.00
Total Gross Pay	160		4,000.00	178		5,044.00	160		3,200.00	136		3,019.20
Deductions from Gross Pay												
AFLAC			0.00			0.00						0.00
Aftac pre-tax			-28.56			-44.28			-41.40			-89.40
Child Support Snelling			0.00			0.00			-178.74			-84.42
Colonial Life			0.00			-47.24			0.00			0.00
Liberty National Insurance			0.00			-16.64			0.00			0.00
Liberty National Post			0.00			-7.04			0.00			-75.84
Total Deductions from Gross Pay			-28.56			-115.20			-220.14			-249.66
Adjusted Gross Pay	160		3,971.44	178		4,928.80	160		2,979.86	136		3,019.20
Taxes Withheld												
Federal Withholding			-404.00			-604.00			-176.00			-283.00
Medicare Employee			-57.59			-71.57			-43.81			-49.06
Social Security Employee			-246.23			-306.03			-187.32			-209.81
MO - Withholding			-152.00			-169.00			-78.00			-95.00
Medicare Employee Addl Tax			0.00			0.00			0.00			0.00
Total Taxes Withheld			-859.82			-1,150.60			-485.13			-686.87
Net Pay	160		3,111.62	178		3,778.20	160		2,494.73	136		2,433.23
Employer Taxes and Contributions												
Medicare Company			57.59			71.57			43.81			49.06
Social Security Company			246.23			306.03			187.32			209.81

CITY OF SUNRISE BEACH Payroll Summary

July 2024

MO - Unemployment Company	BAYERL, ANDREW		CRAIG, SCOTT		Hays, Erin M		Horn, Chris		NORTH, TIM			
	H...	Rate	Jul 24	H...	Rate	Jul 24	H...	Rate	Jul 24	H...	Rate	Jul 24
			0.00			0.00			70.19			0.00
Total Employer Taxes and Contributions			<u>303.82</u>			<u>377.60</u>			<u>301.16</u>			<u>258.87</u>

CITY OF SUNRISE BEACH Payroll Summary

July 2024

	PARSONS, RANDALL		Roth, Steven		SCHNEIDER,...		SCHULTZ, CHEYENNE		Shamburg, Dalia		S...
	Ho...	Rate	Jul 24	H...	Rate	Jul 24	Hou...	Rate	Jul 24	H...	
Employee Wages, Taxes and Adjustments											
Gross Pay											
CHAIRMAN			0.00		0.00		0.00		0.00		
CITY CLERK			0.00		0.00		0.00		0.00		
City Manager			0.00	116	6,153.84		0.00		0.00		
PUBLIC WORKS SUPERVISOR			0.00		0.00		0.00		0.00		
SBPD CHIEF			0.00		0.00		0.00		0.00		
DEPUTY CLERK			0.00		0.00		0.00		0.00		
Holiday			0.00	16	0.00		0.00		0.00		
Hourly			0.00		0.00		0.00		0.00		
Overtime (x1.5) hourly			0.00		0.00		0.00		0.00		
Personal			0.00	8	0.00		0.00		0.00		
PUBLIC WKS HOURLY		17.50	1,688.75		0.00		0.00		0.00		144
Salary overtime (x1.5)			0.00		0.00		0.00		0.00		
SBPD OFFICER			0.00		0.00		0.00		0.00		
SBPD OFFICERS/ASST CHIEF			0.00	4	0.00		0.00		0.00		
sick time			0.00		0.00		0.00		0.00		
VACATION			0.00	16	0.00		0.00		0.00		
Total Gross Pay			1,688.75	160	6,153.84	700.00	700.00	24	25.00	600.00	160
Deductions from Gross Pay											
AFLAC			0.00		0.00		0.00		-88.98		-111.56
Aflac pre-tax			0.00		0.00		0.00		0.00		-81.54
Child Support Snelling			0.00		0.00		0.00		0.00		0.00
Colonial Life			0.00		0.00		0.00		0.00		0.00
Liberty National Insurance			0.00		0.00		0.00		-55.72		0.00
Liberty National Post			0.00		0.00		0.00		0.00		0.00
Total Deductions from Gross Pay			0.00		0.00	0.00	0.00		-144.70		-193.10
Adjusted Gross Pay			1,688.75	160	6,153.84	700.00	700.00	24	25.00	600.00	160
Taxes Withheld											
Federal Withholding			-129.00		-434.00		-24.00		-499.00		-190.00
Medicare Employee			-24.48		-89.23		-10.15		-64.17		-42.90
Social Security Employee			-104.70		-381.54		-43.40		-274.38		-183.42
MO - Withholding			-14.00		-228.00		0.00		-145.00		-68.00
Medicare Employee Addl Tax			0.00		0.00		0.00		0.00		0.00
Total Taxes Withheld			-272.18		-1,132.77		-77.55		-982.55		-484.32
Net Pay			1,416.57	160	5,021.07	622.45	622.45	24	3,354.00	160	2,362.58
Employer Taxes and Contributions											
Medicare Company			24.48		89.23		10.15		64.17		42.90
Social Security Company			104.70		381.54		43.40		274.38		183.42

CITY OF SUNRISE BEACH Payroll Summary

July 2024

	PARSONS, RANDALL		Roth, Steven		SCHNEIDER,...		SCHULTZ, CHEYENNE		Shamburg, Dalia		S...
	Ho...	Rate	Ho...	Rate	Ho...	Rate	Ho...	Rate	Ho...	Rate	
		Jul 24		Jul 24		Jul 24		Jul 24		Jul 24	
MO - Unemployment Company		0.00		0.00		16.27		0.00		0.00	
Total Employer Taxes and Contributions		<u>129.18</u>		<u>470.77</u>		<u>69.82</u>		<u>338.55</u>		<u>226.32</u>	

CITY OF SUNRISE BEACH
Payroll Summary
July 2024

	Smith, Troy E		Snelling, Rachel R		TOTAL	
	Rate	Jul 24	H...	Rate	Hou...	Rate Jul 24
Employee Wages, Taxes and Adjustments						
Gross Pay						
CHAIRMAN	0.00			0.00	*****	700.00
CITY CLERK	0.00			0.00	*****	3,200.00
City Manager	0.00			0.00	*****	6,153.84
PUBLIC WORKS SUPERVISOR	0.00			0.00	*****	4,000.00
SBPD CHIEF	0.00			0.00	*****	4,800.00
DEPUTY CLERK	0.00			0.00	*****	2,736.00
Holiday	19.00	304.00	16	19.00	*****	1,396.88
Hourly	0.00			0.00	*****	304.00
Overtime (x1.5) hourly	0.00			0.00	*****	281.25
Personal	0.00		1	19.00	*****	152.20
PUBLIC WKS HOURLY	19.00	2,736.00	136	19.00	*****	7,008.75
Salary overtime (x1.5)	0.00			0.00	*****	31.37
SBPD OFFICER	0.00			0.00	*****	6,108.40
SBPD OFFICERS/ASST CHIEF	0.00		7	19.00	*****	3,345.60
sick time	0.00			133.00	*****	133.00
VACATION	0.00			0.00	*****	600.00
Total Gross Pay		3,040.00	160		*****	40,951.29
Deductions from Gross Pay						
AFLAC	0.00			0.00		-331.34
Affac pre-tax	0.00			-104.82		-522.36
Child Support Snelling	0.00			-83.08		-83.08
Colonial Life	0.00			0.00		-47.24
Liberty National Insurance	0.00			0.00		-148.20
Liberty National Post	0.00			0.00		-7.04
Total Deductions from Gross Pay		0.00		-187.90		-1,139.26
Adjusted Gross Pay		3,040.00	160	2,852.10	****	39,812.03
Taxes Withheld						
Federal Withholding	-286.00			-50.00		-3,412.00
Medicare Employee	-44.08			-42.56		-583.38
Social Security Employee	-188.48			-181.98		-2,494.48
MO - Withholding	-72.00			-10.00		-1,103.00
Medicare Employee Addl Tax	0.00			0.00		0.00
Total Taxes Withheld		-590.56		-284.54		-7,592.86
Net Pay		2,449.44	160	2,567.56	****	32,219.17
Employer Taxes and Contributions						
Medicare Company	44.08			42.56		583.38
Social Security Company	188.48			181.98		2,494.48

CITY OF SUNRISE BEACH Payroll Summary

July 2024

	Smith, Troy E		Snelling, Rachel R		TOTAL			
	Rate	Jul 24	H...	Rate	Jul 24	Hou...	Rate	Jul 24
MO - Unemployment Company		70.68			0.00			157.14
Total Employer Taxes and Contributions		<u>303.24</u>			<u>224.54</u>			<u>3,235.00</u>

JULY BILLS DUE OUTSTANDING	BILL DUE	AMOUNT	INVOICE	ACCOUNT
	UNITED HEALTH	1651.33	JULY 24 STATMNT	TRANSPORTATION
	AFLAC	125.52	inv 543302	TRANSPORTATION
	COCHRAN	2936.2	LOR1881	TRANSPORTATION
	COLONIAL	64.85		TRANSPORTATION
	MAGRUDER	2139.01	INV 147302/147851	TRANSPORTATION
	PORTERS	194.85	6616/2 & 6681/2	TRANSPORTATION
	LIBERTY/GLOBE	50.71	JULY 24 STATMNT	TRANSPORTATION
	CAMDEN ROAD/BRG	580	Customer#4085	TRANSPORTATION
	KNAPHEIDE	1918	049f122819	TRANSPORTATION
	CITY OF SB/LAGERS	2230.37	APRIL - JULY 2024	TRANSPORTATION
		11890.84		

PAID ONLINE/CHECK

7/10/2024	U.S. POSTMASTER	136	ROLL STAMPS (2)	GENERAL
7/11/2024	VERIZON BUSINESS	184.11	HOT SPOTS SBPD	GENERAL
7/15/2024	WOODS	13.98	WATER	GENERAL
7/15/2024	ADOBE	12.99		GENERAL
7/16/2024	AMAZON	89.85	SBPD UNIFORM	GENERAL
7/21/2024	AMAZON	38.99	SBPD OFFICE SUP	GENERAL
7/22/2024	WOODS	15.79	WATER	GENERAL
7/23/2024	ASPHALT PLANT	382.41	PW EQUIP/SUPP	GENERAL
7/24/2024	ASPHALT PLANT	403.44	PW EQUIP/SUPP	GENERAL
7/24/2024	AMAZON	55.93	SBPD UNIFORM	GENERAL
7/24/2024	AMAZON	101	SBPD UNIFORM	GENERAL
7/24/2024	HOME DEPOT	462.98	PW EQUIP/SUPP	GENERAL
7/26/2024	DONUT SHOP	15.6	ASPHALT PJ MTG	GENERAL
7/29/2024	AMAZON	28.7	SBPD OFFICE SUP	GENERAL
7/29/2024	AMAZON	14.9	SBPD UNIFORM	GENERAL
7/29/2024	AMAZON	62.96	SBPD EQUIP	GENERAL
7/30/2024	WOODS	41	OFFICE SUPPLIES	GENERAL
8/1/2024	ASPHALT PLANT	423.52	PW EQUIP/SUPP	GENERAL
8/1/2024	CLIFF HOUSE BLDG	120	PW EQUIP/SUPP	GENERAL
8/1/2024	ASPHALT PLANT	405.35	PW EQUIP/SUPP	GENERAL
8/5/2024	AMAZON	170.18	SBPD UNIFORM	GENERAL
8/5/2024	AMAZON	1159.55	OFFICE EQUIP	GENERAL
8/6/2024	CLIFF HOUSE BLDG	49.99	PW EQUIP/SUPP	GENERAL
8/6/2024	ASPHALT PLANT	380.5	PW EQUIP/SUPP	GENERAL
8/6/2024	ASPHALT PLANT	386.23	PW EQUIP/SUPP	GENERAL
8/6/2024	ASPHALT PLANT	447.42	PW EQUIP/SUPP	GENERAL
8/8/2024	CENTRAL BANK	31,424.67	COMM LOAN	GENERAL
8/8/2024	DOLLAR GENERAL	12.15	WATER	GENERAL
		37040.19		

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

PH: (573)392-3312

Civil & Structural Engineering Land Surveying Materials Testing

August 5, 2024

Attn: Trustees of the Village of Sunrise Beach

Subject: Monthly Progress report for Pay App No. 11

Dear Trustees,

Today is day 366 days of the Sewer Improvement project.

Progress of Contract 1: Brulez Trenching, LLC has completed the COMO sewer extension. They are awaiting Change Order No. 4 before they pressure test and turn on the line or else they would have to open cut the line to complete the Hwy 5 bore over to Rough Water Docks. The Summer Point project is complete, other than some minor clean-up. The grass will not take until the end of September anyways. The Indian Hills, Cliff Drive and Camden Pass lift stations are complete. The sewer connection at the West Side RV park has been completed. The Eddie Hills lift Station is installed with just about half of a days work left to complete. The WWTF lift station is waiting to be installed, I would expect about two weeks work at these locations pending the rock.

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.

Please see the attached Change Order No. 4 for Rough Water Docks and Dove lane.

Issues: The lift stations have a buildup of fats, oils and grease (FOG) which is a typical weekly maintenance item. We have been looking at options to add aeration to the wet wells and a float tree to hold down the floats. Most municipalities have a staff member that monitors and pumps out the FOG on a weekly basis. We added aeration at another facility which has reduced the maintenance activity to every other month.

Respectfully yours,

Jared Wheaton, PE
Principal

C295877-01

Change Order No. 4

Date of Issuance: 08/2/2024	Effective Date: 08/2/24
Owner: Village of Sunrise Beach, MO	Owner's Contract No.: 1
Contractor: Contract #1, Brulez Trenching, LLC.	Contractor's Project No.: 1
Engineer: Alpha Engineering and Surveying, LLC.	Engineer's Project No.: 10163-19
Project: Phase III Sewer System Improvements	Contract Name: SBSB Phase III

The Contract is modified as follows upon execution of this Change Order No 4: The area intended to be served is located at the North End of the City across Hwy 5 from the new COMO office building. At this location is Rough Water Docks who would like sewer service brought to the property, this is listed on item No. 41 on the pay app and shown on a separate spreadsheet. Next would be to remove a step system tank from the phase 2 area of Dove line and replace it with a duplex tank. Next would be an adjustment to line Item 40 for the completed totals for the COMO sewer extension, this will be shown a sperate spread sheet. The connections will be shown on the plans provided. Last, Please find the attached cost sheet showing the line items adjustments highlighted in yellow from the main project costs. The ineligible item No. 13 (SDR-35 Gravity line) was taking out of this cost sheet as shown. We will request the time extension to be moved to Oct 15th, 2024 to complete this area.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$2,793,018.75	Original Contract Times: 270 days. Substantial Completion: _____ Ready for Final Payment: _____
Change from previously approved Change Orders No. 0 to No. 3: \$237588.50	[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 1: Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price prior to this Change Order: \$3,030,607.25	Contract Times prior to this Change Order: Substantial Completion: Aug 1 ^h , 2024 Ready for Final Payment: _____ days or dates
[Increase] of this Change Order No 4: \$62,0155.70	[Increase] [Decrease] of this Change Order: Substantial Completion: Oct 15, 2024 Ready for Final Payment: 0 days or dates
Contract Price incorporating this Change Order: \$3,092,622.95	Contract Times with all approved Change Orders: Substantial Completion: Oct 15, 2024 Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Jared Wheaton</u> Engineer (if required)	By: _____ Owner (Authorized Signature)	By: <u>[Signature]</u> Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: _____	Title: <u>President</u>
Date: <u>8/5/24</u>	Date: _____	Date: <u>8/5/24</u>

Approved by Funding Agency

By: _____ Date: _____
Title: _____



Change Order #4
Village of Sunrise Beach - Phase III
Sewer System Improvements
Project No. 10163-19-E1

Date: 8/02/2024

Brulez Trenching LLC

Item No.	Description	Current Bid Quantity	New Quantities W/C.O. No. 4	Unit	Unit Price	New Cost
1	Bonding/Mobilization expense. This amount shall be limited to no more than 5% of the Contract amount.	1	1	LS	\$ 30,000.00	\$ 30,000.00
2	4" SDR-21 Force Main	15,059	15,469	LF	\$ 18.00	\$ 278,442.00
3	4" Force Main Bore Restraint Joint Pipe w/8" PVC Casing	99	99	LF	\$ 160.00	\$ 15,840.00
4	4" Force Main Bore Restraint Joint Pipe, No Casing	586	586	LF	\$ 130.00	\$ 76,180.00
5	3" SDR-21 Force Main	12,170	12,250	LF	\$ 16.00	\$ 196,000.00
6	3" Force Main Bore Restraint Joint Pipe, No Casing	95	50	LF	\$ 128.00	\$ 6,400.00
7	2" SDR-21 Force Main	4,724	4,724	LF	\$ 15.00	\$ 70,860.00
8	2" Force Main Bore Restraint Joint Pipe	20	20	LF	\$ 120.00	\$ 2,400.00
9	1-1/2" SDR-21 Force Main	7,300	7,345	LF	\$ 15.00	\$ 110,175.00
10	1-1/2" Force Main Bore, Restraint Joint Pipe	3,363	3,265	LF	\$ 78.00	\$ 254,670.00
11	Detectable Locator Wire Terminals	4	4	LF	\$ 5.00	\$ 20.00
12	6" SDR-35-Gravity Line	480	480	LF	\$ 26.00	\$ 12,480.00
13	4" SDR-35-Gravity Line	10,305	10,455	LF	\$ 20.00	\$ 209,100.00
14	4" SDR-35 PVC Encasement Sleeve	815	815	LF	\$ 10.00	\$ 8,150.00
15	6" SDR-35 PVC Encasement Sleeve	600	600	LF	\$ 16.00	\$ 9,600.00
16	Electrical Wiring in Conduit from Power Supply to Pump	7,370	7,920	LF	\$ 14.00	\$ 110,880.00
17	4" Gate Valve and Box	12	12	EA	\$ 1,100.00	\$ 13,200.00
18	3" Gate Valve and Box	6	6	EA	\$ 1,000.00	\$ 6,000.00
19	2" Gate Valve and Box	8	10	EA	\$ 800.00	\$ 8,000.00
20	Truck Charge)	5	5	EA	\$ 500.00	\$ 2,500.00
21	Air Release Valve	12	12	EA	\$ 3,400.00	\$ 40,800.00
22	Concrete Anchors	57	57	EA	\$ 150.00	\$ 8,550.00
23	Concrete Encasement	10	10	EA	\$ 30.00	\$ 300.00
24	Simplex Grinder Station Complete-in-place	45	45	EA	\$ 6,900.00	\$ 310,500.00
25	Duplex Grinder Station 4' by 6' Basin, Complete-in-place	13	14	EA	\$ 9,800.00	\$ 137,200.00
26	Duplex Grinder Station 4' by 8' Basin, Complete-in-place	2	2	EA	\$ 11,200.00	\$ 22,400.00
27	Retro-fit Simplex Grinder Station (Pump & Panel) Complete-in-place.	12	11	EA	\$ 6,179.00	\$ 67,969.00
28	Station (Pump & Panel) Complete-in-place	1	1	EA	\$ 6,777.00	\$ 6,777.00
29	Lift Station (Indian Hills)	1	1	EA	\$ 184,500.00	\$ 184,500.00
30	Lift Station (Old Sunrise Acres)	0	0	EA	\$ 88,400.00	\$ -
31	Lift Station (Camden Pass)	1	1	EA	\$ 129,400.00	\$ 129,400.00
32	Lift Station (Cliff Dr.)	1	1	EA	\$ 103,400.00	\$ 103,400.00
33	Lift Station Retrofit (WWTP NO. 1)	1	1	EA	\$ 140,900.00	\$ 140,900.00
34	Lift Station (Eddie Rd.)	1	1	EA	\$ 166,400.00	\$ 166,400.00
35	Repair & Replace Concrete Surface	144	144	EA	\$ 20.00	\$ 2,880.00
36	Repair & Replace Asphalt Surface	300	300	EA	\$ 18.00	\$ 5,400.00
37	Repair & Replace Gravel Surface	850	1,024	EA	\$ 26.30	\$ 26,931.20
38	Repair & Replace 2" Brown Gravel Surface	195	240	EA	\$ 45.00	\$ 10,800.00
39	Site Restoration	57,473	58,643	LF	\$ 1.25	\$ 73,303.75
40	C.O. No. 3, COMO Exstension	1	1	EA	\$ 207,935.00	\$ 207,935.00
41	C.O. No. 4, Rough Water Docks, Hwy 5 Bore	1	1	EA	\$ 25,380.00	\$ 25,380.00
New Contract Amount						\$ 3,092,622.95
Previous Contract amount						\$ 3,030,607.25
Difference						\$ 62,015.70



**Cost Estimate for
Water & Sewer Improvements**

Est 4/24/2024

Completed 7/30/24

Cost Estimate COMO, Wilson and Twenter	Line Item No. 40 Completed Totals
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Item No.	Description - Sewer	Quantity	Unit	Unit Price	Amount of Bid	QTY	Completed QTY
1	Bonding/Mobilization expense. This amount shall be limited to no more than 5% of the Contract amount.	1	EA	\$ 8,500.00	\$ 8,500.00	1	\$ 8,500.00
2	2" SDR-21 Force Main	1,750	LF	\$ 23.00	\$ 40,250.00	1960	\$ 45,080.00
3	2" Force Main Bore, Restraint Joint Pipe w/6" PVC Casing	125	LF	\$ 250.00	\$ 31,250.00	200	\$ 50,000.00
4	2" Force Main Bore, Restraint Joint No Casing	320	LF	\$ 150.00	\$ 48,000.00	280	\$ 42,000.00
5	1-1/2" SDR-21 Force Main	440	LF	\$ 22.00	\$ 9,680.00	365	\$ 8,030.00
7	Duplex Grinder Pump (COMO Property)	1	EA	\$ 18,500.00	\$ 18,500.00	1	\$ 18,500.00
8	Duplex Grinder Pumpi(Wilson Property)	1	EA	\$ 11,250.00	\$ 11,250.00	1	\$ 11,250.00
9	Electrical Wiring in Conduit from Power Supply to Pump	345	LF	\$ 21.00	\$ 7,245.00	295	\$ 6,195.00
10	2" Gate Valve- Complete-in-place	1	EA	\$ 1,500.00	\$ 1,500.00	2	\$ 3,000.00
11	Air Release Valve - Complete-In-Place	1	EA	\$ 4,900.00	\$ 4,900.00	1	\$ 4,900.00
12	Site Restoration	2,535	LF	\$ 4.00	\$ 10,140.00	2620	\$ 10,480.00
TOTAL NUMERICAL COST ESTIMATE FOR SEWER					\$ 191,215.00		\$ 207,935.00



**Cost Estimate for
Sewer Improvements
Line Item No. 41**

8/2/2024

**Cost Estimate
Rough Water Docks, Hwy
5 Bore**

Item No.	Description	Sewer	Quantity	Unit	Unit Price	Amount of Bid
1	Bonding/Mobilization expense. This amount shall be limited to no more than 5% of the Contract amount.		1	EA	\$ 1,000.00	\$ 1,000.00
2	2" SDR-21 Force Main		80	LF	\$ 23.00	\$ 1,840.00
3	2" Force Main Bore, Restraint Joint Pipe w/6" PVC Casing		60	LF	\$ 250.00	\$ 15,000.00
4	2" Restaint Joint Pipe, w/Open Cut Casing 6" PVC Casing		40	LF	\$ 142.00	\$ 5,680.00
5	2" Gate Valve- Complete-in-place		1	EA	\$ 1,500.00	\$ 1,500.00
6	Site Restoration		80	LF	\$ 4.50	\$ 360.00
TOTAL NUMERICAL COST ESTIMATE FOR SEWER						\$ 25,380.00

Note: This estimate will install Sewer to the property line of Rough Water Docks.. 1- MoDOT Road bore permit will need to be completed. 4- Easements will need to be completed.

Total Both Services	\$ 25,380.00
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**MISSOURI DEPARTMENT OF NATURAL RESOURCES, FINANCIAL ASSISTANCE CENTER
DRINKING WATER REIMBURSEMENT FORM
SRF GRANT AND DIRECT LOAN**

1. TYPE OF REQUEST: <input checked="" type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		3. PAYMENT REQUEST NUMBER: <u> 11 </u> PAGE 1 OF <u> 1 </u>	
2. PROJECT NUMBER: c295877-01		4. PERIOD COVERED BY THIS REPORT: from: <u> 5/31/24 </u> to: <u> 8/2,24 </u>	
5. RECIPIENT ORGANIZATION: Village of Sunrise Beach 16363 MO-5 SUNRISE BEACH, MO 65079		6. LOAN TRUSTEE: UMB BANK, NA IN TRUST FOR CAMDEN COUNTY PWSD NO 1 2 S. BROADWAY, SUITE 600 ST. LOUIS, MO 63102 c295877-01	
7. ELIGIBLE PROJECT COSTS INCURRED (EXCLUDING RETAINAGE) Recipient Project Name and Number Show construction, engineering, administrative costs, etc.		Current Period	Cumulative
A. Engineer - Shoreline Surveying & Engineering		\$ 39,747.00	\$ 923,433.70
B. Contractor -Brulez Trenching LLC		\$ 258,986.48	\$ 2,551,314.35
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		\$ 298,733.48	\$ 3,542,773.05
FOR OFFICE USE ONLY	BB. TOTAL APPROVED ELIGIBLE COSTS TO DATE:	BB.	
	CC. LESS AMOUNT PREVIOUSLY APPROVED FROM SRF GRANT	CC.	
	DD. LESS AMOUNT PREVIOUSLY APPROVED FROM SRF LOAN	DD.	
	EE. AMOUNT PAYABLE TO RECIPIENT FROM SRF GRANT	EE.	
	FF. AMOUNT PAYABLE TO RECIPIENT FROM SRF LOAN	FF.	
8. CERTIFICATION: By signing this reimbursement form, I certify that to the best of my knowledge and belief: 1) Billed costs or disbursements are in accordance with the terms of the project; 2) Payment due represents the amount due which has not been previously requested; 3) An inspection has been performed; 4) All work is in accordance with the terms of the funding agreements; and 5) The payrolls for this reimbursement request contains the information required to be provided under 29 CFR 5.5(a)(3)(ii) the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i) and that such information is correct and complete; and the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based upon the most recent payrolls copies .	RECIPIENT:	Signature of authorized certifying official:	
		Date signed:	
		Typed or printed name and title:	
	DNR REVIEWER: Office Use Only	Signature of review official:	
		Date signed:	
		Typed or printed name and title:	

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

Item No. 13	Running Total Completed To date from Pay App	Sub-tract Previous Month	Minus Retainage amount to Be Paid	Pay App Total	Enter Amount on Reimbursement Form in Colum G.	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		
Pay App No. 11	\$ 208,700.00	\$ 13,900.00	\$ 13,205.00	\$ 272,191.48	\$ 258,986.48		
Ineligible Cost Total			\$ 198,265.00	TOTAL PAID by SRF	\$ 2,623,043.57		

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

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		Contract 1, Sewer System Improvements		Application Number:		11							
Application Period:		May 31, 2024 to September 2, 2024		Application Date:		8/2/2024							
A				B		C		D		E		F	
Bid Item No.	Item Description	Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)			
1	Bonding/Mobilization expense. This amount shall be limited to no more than 5% of the contract amount.	1	\$ 30,000.00	\$30,000.00	1	\$30,000.00		\$30,000.00	100.0%				
2	4" SDR-21 Force Main	15,469	\$ 18.00	\$278,442.00	14929	\$268,722.00		\$268,722.00	96.5%	\$9,720.00			
3	4" Force Main Bore Restraint Joint Pipe w/8" PVC Casing	99	\$ 160.00	\$15,840.00	99	\$15,840.00		\$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		\$76,180.00	100.0%				
5	3" SDR-21 Force Main	12,250	\$ 16.00	\$196,000.00	12250	\$196,000.00		\$196,000.00	100.0%				
6	3" Force Main Bore Restraint Joint Pipe, No Casing	50	\$ 128.00	\$6,400.00	50	\$6,400.00		\$6,400.00	100.0%				
7	2" Force Main Bore Restraint Joint Pipe	4,724	\$ 15.00	\$70,860.00	4724	\$70,860.00		\$70,860.00	100.0%				
8	1-1/2" SDR-21 Force Main	20	\$ 120.00	\$2,400.00	20	\$2,400.00		\$2,400.00	100.0%				
9	1-1/2" Force Main Bore, Restraint Joint Pipe	7,345	\$ 15.00	\$110,175.00	7325	\$109,875.00		\$109,875.00	99.7%	\$300.00			
10	Detectable Locator Wire Terminals	3,265	\$ 78.00	\$254,670.00	3265	\$254,670.00		\$254,670.00	100.0%				
11	6" SDR-35-Gravity Line	480	\$ 26.00	\$12,480.00	480	\$12,480.00		\$12,480.00	100.0%				
12	4" SDR-35-Gravity/Service Line	10,455	\$ 20.00	\$209,100.00	10435	\$208,700.00		\$208,700.00	99.8%	\$400.00			
13	4" SDR-35 PVC Encasement Sleeve	815	\$ 10.00	\$8,150.00	815	\$8,150.00		\$8,150.00	100.0%				
14	6" SDR-35 PVC Encasement Sleeve	600	\$ 16.00	\$9,600.00	600	\$9,600.00		\$9,600.00	100.0%				
15	Electrical Wiring in Conduit from Power Supply to Pump	7,920	\$ 14.00	\$110,880.00	7855	\$109,970.00		\$109,970.00	99.2%	\$910.00			
16	4" Gate Valve and Box	12	\$ 1,100.00	\$13,200.00	10	\$11,000.00		\$11,000.00	83.3%	\$2,200.00			
17	3" Gate Valve and Box	6	\$ 1,000.00	\$6,000.00	6	\$6,000.00		\$6,000.00	100.0%				
18	2" Gate Valve and Box	10	\$ 800.00	\$8,000.00	8	\$6,400.00		\$6,400.00	80.0%	\$1,600.00			
19	4" PVC Ball valve w/3" to 4" Reducer, (include Pump Truck Charge)	5	\$ 500.00	\$2,500.00	5	\$2,500.00		\$2,500.00	100.0%				
20	Air Release Valve	12	\$ 3,400.00	\$40,800.00	12	\$40,800.00		\$40,800.00	100.0%				
21	Concrete Anchors	57	\$ 150.00	\$8,550.00	57	\$8,550.00		\$8,550.00	100.0%				
22	Concrete Encasement	10	\$ 30.00	\$300.00	10	\$300.00		\$300.00	100.0%				
23	Simplex Grinder Station Complete-in-place	45	\$ 6,900.00	\$310,500.00	45	\$310,500.00		\$310,500.00	100.0%				
24	Duplex Grinder Station 4' by 6' Basin, Complete-in-place	14	\$ 9,800.00	\$137,200.00	13	\$127,400.00		\$127,400.00	92.9%	\$9,800.00			
25	Duplex Grinder Station 4' by 8' Basin, Complete-in-place	2	\$ 11,200.00	\$22,400.00	2	\$22,400.00		\$22,400.00	100.0%				
26	Retro-fit Simplex Grinder Station (Pump & Panel) Complete-in-place	11	\$ 6,179.00	\$67,969.00	11	\$67,969.00		\$67,969.00	100.0%				
27	Keener's RV Park, Retro-fit Duplex Grinder Station (Pump & Panel) Complete-in-place	1	\$ 6,777.00	\$6,777.00	1	\$6,777.00		\$6,777.00	100.0%				
28	Lift Station (Lindan Hills)	1	\$ 184,500.00	\$184,500.00	1	\$184,500.00		\$184,500.00	100.0%				
29	Lift Station (Old Sunrise Acres)	1	\$ 88,400.00	\$88,400.00	1	\$88,400.00		\$88,400.00	100.0%				
30	Lift Station (Camden Pass)	1	\$ 129,400.00	\$129,400.00	1	\$129,400.00		\$129,400.00	100.0%				
31	Lift Station (Cliff Dr.)	1	\$ 103,400.00	\$103,400.00	1	\$103,400.00		\$103,400.00	100.0%				
32	Lift Station Retrofit (WVPR NO. 1)	1	\$ 140,900.00	\$140,900.00	1	\$140,900.00		\$140,900.00	100.0%				
33				\$114,500.00		\$114,500.00		\$114,500.00	81.3%	\$26,400.00			

34	Lift Station (Eddie Rd.)	1	\$ 166,400.00	\$166,400.00	0.9	\$149,760.00	\$149,760.00	90.0%	\$16,640.00
35	Repair & Replace Concrete Surface	144	\$ 20.00	\$2,880.00	144	\$2,880.00	\$2,880.00	100.0%	
36	Repair & Replace Asphalt Surface	300	\$ 18.00	\$5,400.00	300	\$5,400.00	\$5,400.00	100.0%	
37	Repair & Replace Gravel Surface	1,024	\$ 26.30	\$26,931.20	1,024	\$26,931.20	\$26,931.20	100.0%	
38	Repair & Replace 2" Brown Gravel Surface	240	\$ 45.00	\$10,800.00	195	\$8,775.00	\$8,775.00	81.3%	\$2,025.00
39	Site Restoration	58,643	\$ 1.25	\$73,303.75	45,000	\$56,250.00	\$56,250.00	76.7%	\$17,053.75
40	C.O. No. 3, COMO Extension	1	\$ 207,935.00	\$207,935.00	0.95	\$197,538.25	\$197,538.25	95.0%	\$10,396.75
41	C.O. No. 4, Rough Water Docks, Hwy 5 Bore	1	\$ 25,380.00	\$25,380.00					\$25,380.00
	Totals	1	\$ 25,380.00	\$3,092,622.95		\$2,855,297.45	\$114,500.00	96.0%	\$122,825.50

Stored Material Summary

Contractor's Application

For (Contract):

Contract 1, Sewer System Improvements

Application Number:

11

Application Period:

May 31, 2024 to September 2, 2024

Application Date:

8/2/2024

Bid Item No.	A Supplier Invoice No.	B Submittal No. (with Specification Section No.)	C Storage Location	Description of Materials or Equipment Stored	D Stored Previously		E Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	F Incorporated in Work		G Materials Remaining in Storage (\$) (D + E - F)
					Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/Year)	Amount (\$)	
1				Bonding/Mobilization expense.							
2	729571, T427714		Old Sunrise Acres	4" SDR-21 Force Main, Note: Material is \$4.80 a foot	8/2023	\$71,616.00		\$71,616.00	11/2023	\$71,616.00	
3				4" Force Main Bore Restraint Joint Pipe w/8" PVC Casing							
4				4" Force Main Bore Restraint Joint Pipe, No Casing							
5	71, T427714, T427715		Old Sunrise Acres	3" SDR-21 Force Main, Note: Material is \$2.90 a foot	8/2023	\$32,132.00		\$32,132.00	11/2023	\$32,132.00	
6				3" Force Main Bore Restraint Joint Pipe, No Casing							
7	T279571		Old Sunrise Acres	2" SDR-21 Force Main, Note: Material is \$1.66 a foot	8/2023	\$7,835.20		\$7,835.20	11/2023	\$7,835.20	
8				2" Force Main Bore Restraint Joint Pipe							
9	T279571		Old Sunrise Acres	1-1/2" SDR-21 Force Main, Note: Material is \$1.43 a foot	8/2023	\$10,610.60		\$10,610.60	11/2023	\$10,610.60	
10				1-1/2" Force Main Bore, Restraint Joint Pipe							
11				Detectable Locator Wire Terminals							
12				6" SDR-35-Gravity Line							
13				4" SDR-35-Gravity/Service Line							
14				4" SDR-35 PVC Encasement Sleeve							
15				6" SDR-35 PVC Encasement Sleeve							
16				Electrical Wiring in Conduit from Power Supply to Pump							
17				4" Gate Valve and Box							
18				3" Gate Valve and Box							
19				2" Gate Valve and Box							
20				4" PVC Ball valve w/3" to 4" Reducer, (Include Pump Truck Charge)							
21				Air Release Valve							
22				Concrete Anchors							
23				Concrete Encasement							
24	280631		Beechwood Rd	Simplex Grinder Station Complete-in-place (\$3,086.00 Each)	8/2023	\$135,784.00		\$135,784.00	9/2023	\$135,784.00	
25	280631		Beechwood Rd	Duplex Grinder Station 4' by 6' Basin, Complete-in-place	8/2023	\$76,714.00		\$76,714.00	9/2023	\$76,714.00	
26	280631		Beechwood Rd	Duplex Grinder Station 4' by 8' Basin, Complete-in-place	8/2023	\$15,834.00		\$15,834.00	9/2023	\$15,834.00	
27	280631		Beechwood Rd	Retro fit Simplex Grinder Station (Pump & Panel) complete-in-place.	8/2023	\$26,148.00		\$26,148.00	9/2023	\$26,148.00	
28	280631		Beechwood Rd	Keever's RV Park, Retro-fit Grinder Duplex Grinder Station	8/2023	\$4,277.00		\$4,277.00	9/2023	\$4,277.00	
29				Lift Station (Indian Hills)	3/2024	\$109,000.00		\$109,000.00	5/2024	\$109,000.00	
30				Lift Station (Old Sunrise Acres)							
31				Lift Station (Camden Pass)							
32				Lift Station (Liff Dr.)							
33				Lift Station (Retrot WWRP NO. 1)	3/2024	\$114,500.00		\$114,500.00	5/2024	\$114,500.00	
34				Lift Station (Eddie Rd.)	3/2024	\$108,000.00		\$108,000.00			
35				Repair & Replace Concrete Surface							
36				Repair & Replace Asphalt Surface							
37				Repair & Replace Gravel Surface							
38				Repair & Replace 2" Brown Gravel Surface							
39				Site Restoration							
Totals						\$380,950.80	\$331,500.00	\$712,450.80	\$597,950.80	\$114,500.00	

Shoreline Surveying & Engineering, LLC

INVOICE

Our New Address:

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

DATE: August 1, 2024
INVOICE#: 6512k

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	\$ 22,500.00	\$ 2,500.00	\$ 22,500.00
Resident Project Representative (Hourly)	\$ 208,800	\$ 193,689.70	\$ 15,110.30	\$ 17,247.00
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	\$ -	\$ -
Easement Procurement (Capped)	\$ 85,000	\$ 85,000.00	\$ -	\$ -
Total Due				\$ 39,747.00
Phase Breakdown				
		% Complete	% Remaining	Total Due
Construction Phase		95%	5%	\$ -
Post-Construction Phase (Asbuilts)		90%	10%	\$ 22,500
Amendment No. 1		100%	0%	\$ -
Resident Project Rep.				
	Prev. Invoiced (HR)	HRS	RATE	Total Due
Jared Wheaton, PE		45	\$ 110.00	\$ 4,950.00
Tony Cobb (Sr. Project Representative)		170	\$ 65.00	\$ 11,050.00
Mileage		2150	\$ 0.58	\$ 1,247.00
	\$ -		Total Phase	\$ 17,247.00
Total Due This Period				\$ 39,747.00

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!



ENGINEERS' JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 2

Summer Point, COMO, Rough Water Docks

To	Village of Sunrise Beach, MO	Application Period:	5/31/25 to 8/2/24	Application Date:	8/2/2024
Owner:	Village of Sunrise Beach, MO	From (Contractor):	Brulez Trenching L.L.C.	Via (Engineer):	Alpha Engineering & Surveying, LLC
Project:	Summer Point and COMO Water Project.	Contract:	Contract 1, Water Improvements	Engineer's Project No.:	Job NO. 10163-19
Owner's Contract No.:		Contractor's Project No.:	No. 1		

Application For Payment Change Order Summary

Approved Change Orders Number	Additions	Deductions
3	\$26,880.00	
TOTALS	\$26,880.00	\$
NET CHANGE BY CHANGE ORDERS	\$26,880.00	

- ORIGINAL CONTRACT PRICE..... \$ 167,986.00
- Net change by Change Orders..... \$ 26,880.00
- Current Contract Price (Line 1 + 2)..... \$ 194,866.00
- TOTAL COMPLETED AND STORED TO DATE
(Column F on Progress Estimate)..... \$ 164,684.25
- RETAINAGE:
 - a. X \$164,684.25 Work Completed..... \$
 - b. X Stored Material..... \$
 - c. Total Retainage (Line 5a + Line 5b)..... \$ 164,684.25
- AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ 889,471.30
- LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 576,212.95
- AMOUNT DUE THIS APPLICATION..... \$ 576,212.95
- BALANCE TO FINISH, PLUS RETAINAGE
(Column G on Progress Estimate + Line 5 above)..... \$ 330,181.75

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.

Payment of: \$ 576,212.95
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Engineer) _____ (Date)

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

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

By:  Date: 8/5/24



**Cost Estimate for
Water Improvements
C.O. #3,**

8/2/2024

Cost Estimate Rough Water Docks, Hwy 5 Bore
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Item No.	Description- WATER	Quantity	Unit	Unit Price	Amount of Bid
1	6" Gate Valve- Complete-in-place	1	EA	\$ 2,000.00	\$ 2,000.00
2	6" SDR-21 Force Main	80	LF	\$ 26.00	\$ 2,080.00
3	6" Force Main Bore, Restraint Joint Pipe w/10" PVC Casing, Spacers and end caps	60	LF	\$ 225.00	\$ 13,500.00
4	6" Restaint Joint Pipe, w/Open Cut Casing 10" PVC Casing	40	LF	\$ 80.00	\$ 3,200.00
5	6" Fire Hydrants w/Valve	1	EA	\$ 4,800.00	\$ 4,800.00
TOTAL NUMERICAL COST ESTIMATE FOR WATER					\$ 25,580.00

Note: This estimate will install water to the property line of Rough Water Docks.. 1- MoDOT Road bore permit will need to be completed. 4- Easements will need to be completed.

Total Both Services	\$ 25,580.00
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CHANGE ORDER NO. 2
(SINGING OAKS RD. FROM HWY 5 TO CASTLE GARDEN RD.)

DATE: August 7, 2024
OWNER: City of Sunrise Beach
16537 MO-5
Sunrise Beach, MO 65079
CONTRACTOR: Higgins Asphalt Paving Co., Inc.
35086 Higgins Road
Tipton, MO 65081
ENGINEER: Cochran
905 Executive Drive
Osage Beach, MO 65065
SUBJECT: Change Order No. 2
2024 Asphalt Overlay Program
Project No. SC24-1581

ITEM:
Change Order No. 2 includes Singing Oaks Rd. from Highway 5 to Castle Gardens Rd. Scope of work consists of partial depth pavement repair, pavement overlay, and striping. Itemized changes are listed below.

- 1. **Item No. 6 – Asphalt Pavement (BP-1) (Surface Course) (2” or 2 1/2”):** Add an additional 361 tons of asphalt pavement at unit price of \$113.50/ton for a total addition to the contract of **\$40,973.50**.
- 2. **Item No. 7 – Partial Depth Pavement Repair (Milling and Asphalt Patch) (Allowance):** Add an additional 53 square yards at unit price of \$30.00/square yard for a total addition to the contract of **\$1,590.00**.
- 3. **Item No. 8 – Pavement Marking – Lane Lines 4” – Yellow and White (High Build Waterborne):** Add an additional 2,100 linear feet of white edge line pavement striping at unit price of \$0.63/linear foot for a total addition of **\$1,323.00**.

Original Contract Amount:	\$ 521,023.35
Contract Amount Prior to Change Order No. 2	\$ 635,046.35
Net Addition to Contract:	\$ 43,886.50
New Contract Amount:	\$ 678,932.85

City of Sunrise Beach
OWNER (Firm Name)
16537 MO-5
ADDRESS (Line 1)
Sunrise Beach, MO 65079
ADDRESS (Line 2)

BY (Signature)

(Typed Name)

DATE

Higgins Asphalt Paving Co., LLC
CONTRACTOR (Firm Name)
35086 Higgins Road
ADDRESS (Line 1)
Tipton, MO 65081
ADDRESS (Line 2)

BY (Signature)

(Typed Name)

DATE

Cochran
ENGINEER (Firm Name)
905 Executive Drive
ADDRESS (Line 1)
Osage Beach, MO 65065
ADDRESS (Line 2)

BY (Signature)

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

DATE

END CHANGE ORDER NO. 2