AMENDED - AGENDA

STE. GENEVIEVE BOARD OF ALDERMEN REGULAR MEETING THURSDAY – NOVEMBER 18, 2021 6:00 p.m.

CALL TO ORDER.

PLEDGE OF ALLEGIANCE.

ROLL CALL.

APPROVAL OF AGENDA.

PRESENTATION/AWARDS.

PERSONAL APPEARANCE.

CITY ADMINISTRATORS REPORT.

STAFF REPORTS.

- Jeffery Wix Tourism Director
- Eric Bennett Police Chief
- Steve Wilson Alliance Water Resources
- Kenny Steiger Fire Chief
- Dave Bova Community Development Administrator

COVID DISCUSSION.

COMMITTEE REPORTS.

PUBLIC COMMENTS.

CONSENT AGENDA.

- Approval of the Minutes of the October 28, 2021 Board of Aldermen Regular Meeting
- Approval of the Minutes of the October 28, 2021 Board of Aldermen Work Session.

- Treasurer's Report September 2021
- Treasurer's Report October 2021
- **RESOLUTION 2022-14.** A RESOLUTION BY THE STE. GENEVIEVE BOARD OF ALDERMEN APPROVING THE PURCHASE OF BULK SALT AT \$92.00 PER TON FOR WINTER STREET DEICING FROM DBK SALT LLC OF PEVELY, MISSOURI.
- **RESOLUTION 2022-15.** A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI TO EXTEND A PROFESSIONAL CONSULTING SERVICES AGREMEENT WITH DONZE PARK PLANNING, LLC.
- **RESOLUTION 2022-16**. A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI ACCEPTING THE RECOMMENDED LOW BID OF JOKERST, INC. OF STE. GENEVIEVE, MISSOURI TO SEAL THE ASPHALT TRAIL ALONG PROGRESS PARKWAY FROM HWY M TO RIVERVIEW AT THE PARK IN AN AMOUNT OF \$9,220.00.
- **RESOLUTION 2022-17.** A RESOLUTION OF THE CITY OF STE. GENEVIEVE, MISSOURI APPROVING A COOPERATIVE BID PROPOSAL FROM PUBLIC SAFETY UPFITTERS, LLC FOR THE PURCHASE OF EQUIPMENT AND INSTALLATION FOR TWO NEW POLICE VEHICLES IN AN AMOUNT NOT TO EXCEED NINETEEN THOUSAND THREE HUNDRED SIXTY ONE DOLLARS (\$19,361.00).

PUBLIC HEARING.

- The Mayor & Board of Aldermen will conduct a public hearing to consider a request from Jamison and Lindsey Walker for a Special Use Permit to allow guest lodging at 170 Seraphin Street in an R-2 General Residential District.
- The Mayor & Board of Aldermen will conduct a public hearing to consider a request from Marshall & Jinette Brautigam for a special use permit to allow guest lodging at 409 LeCompte Street in an R-1 Single Family Residential District.

OLD BUSINESS.

BILL NO. 4456. AN ORDINANCE APPROVING A ZONING CHANGE FROM AN "R-1" SINGLE FAMILY RESIDENTIAL TO AN "I-2" GENERAL COMMERCIAL DISTRICT FOR A PORTION OF 175 COYNE STREET. **2**ND **READING.**

NEW BUSINESS.

BILL NO. 4458. AN ORDINANCE CALLING FOR THE GENERAL ELECTION OF OFFICERS OF THE CITY OF STE. GENEVIEVE, MISSOURI TO BE HELD APRIL 5, 2022 AND PROVIDING NOTICE TO THE GENERAL PUBLIC. 1st & 2nd READING.

BILL NO. 4459. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO A LETTER OF AGREEMENT AND SCOPE OF SERVICES WITH SEMO REGIONAL PLANNING COMMISSION FOR AN UPDATE TO THE STE. GENEVIEVE COMPREHENSIVE PLAN. **1**ST & **2**nd **READING.**

BILL NO. 4460. AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR JAMISON & LINDSEY WALKER THAT WILL ALLOW GUEST LODGING AT 170 SERAPHIN STREET. 1ST & 2ND READING.

BILL NO. 4461. AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR MARSHALL & JINETTE BRAUTIGAM THAT WILL ALLOW GUEST LODGING AT 409 LECOMPTE STREET. 1ST & 2ND READING.

BILL NO. 4462. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE, MISSOURI AMENDING THE PERSONNEL MANUAL AS SET FORTH BELOW. 1ST READING.

BILL NO. 4463. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH BACON COMMERCIAL DESIGN FOR THE ARCHITECTURAL AND ENGINEERING SERVICES FOR THE REMODEL OF THE BOARD ROOM IN AN AMOUNT NOT TO EXCEED \$5,400.00. 1ST & 2ND READING.

OTHER BUSINESS.

MAYOR/BOARD OF ALDERMEN COMMUNICATION.

ADJOURNMENT.

Any person requiring special accommodations (i.e. qualified interpreter, large print, hearing assistance) in order to attend the meeting please notify this office at 573-883-5400 no later than forty-eight hours prior to the scheduled commencement of the meeting.

For those wishing to social distance, join us on the Zoom app at:

Meeting ID: 811 1389 4294, Passcode: 984664 or

by phone at 312-626-6799 Meeting ID: 811 1389 4294, Passcode: 984664

Find the Zoom Link at www.facebook.com/stegenevievecityhall/

And you can watch live on SGTV Spectrum Channel 991.

Posted By: Pam Meyer, City Clerk November 16, 2021



UPDATED - TOURISM REPORT

For Ste Genevieve Board of Aldermen

November 18, 2021

OVERVIEW

Saturday Nov. 6th- Pecanapalooza

- Organization(s):
 - Centre for French Colonial Life
 - o Harold's Famous Bee Company
- Second year event
- Attendance- approximately 4500
- Vendors- 35

Week of Nov. 7th-13th - Veteran's Week Salute

- Organization(s):
 - Ste Genevieve Museum Learning Center
- Inaugural event
- Private collection of WWII memorabilia tours
- Attendance- approximately 165

Saturday Nov 13th- Cookie Crumble Trail

- Organization(s):
 - o Downtown Ste Genevieve event
- Sold out three (3) days prior to the event
- 300 tickets sold
 - Approximately **500** total people attended including friends, children, etc.



WELCOME CENTER

Visitors

- 2021 October totals **2,204**
- November to date 819
- YTD- 16.733

MARKETING

November 1st

Social media animated ad campaign launched to promote "Shop Local. Shop Ste Genevieve." Runs through **Small Business Saturday** (Nov. 27th)

November 9th

Marketing campaign began promoting 37th Annual Holiday Christmas Festival

- Radio ads written and produced for target markets
 - St Louis MO, Cape Girardeau MO, Carbondale/ Marion IL, Paducah KY, Sikeston MO, Poplar Bluff MO
- Video produced & scheduled for social media

Social Media



Total Facebook Page "Likes" = 3,812 Total Facebook Page "Followers" = 4,062

Facebook comparisons

Category	Month (October 18- November 15)	Week (November 8-15)
Post Reach	82,590 (-6%)	25,293 (-28%)
Post Engagement	6,947 (+6%)	1,868 (+5%)
New Page Likes	162 (+9%)	42 (-16%)
Page Views	503 (+9%)	126 (-8%)

UPCOMING

Saturday November 27th- Small Business Saturday
Saturday/ Sunday December 4th- 5th - Holiday Christmas Festival

Staff Report

November 18, 2021

To: Board of Aldermen

From: Happy Welch

Re: Board Room Architect



Issue:

The building committee met with Steve Bacon of Bacon Commercial Design on November 4 and gave some preliminary direction to Mr. Bacon, and based on that discussion he has submitted a contract for architectural/engineering work to remodel the board room at a cost of \$5,400.

Mr. Bacon will be responsible for the design and bidding process but we will monitor construction in house.

Recommendation:

Approve the contract with Bacon Commercial Design for the board room remodel at a cost of \$5,400.

BILL NO. 4463

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH BACON COMMERCIAL DESIGN FOR THE ARCHITECTURAL AND ENGINEERING SERVICES FOR THE REMODEL OF THE BOARD ROOM IN AN AMOUNT NOT TO EXCEED \$5,400.00.

WHEREAS, the City of Ste. Genevieve, Missouri desires to execute an agreement with Bacon Commercial Design to provide architectural and engineering services for the City Hall Board Room remodel project; and

WHEREAS, the Board of Aldermen of the City of Ste. Genevieve wishes to enter into an extended agreement with Bacon Commercial Design a copy which is attached as Exhibit "A".

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI AS FOLLOWS:

SECTION 1. The City Administrator of the City of Ste. Genevieve, Missouri is hereby authorized and directed to execute the agreement with Bacon Commercial Design of Crystal City, Missouri, in substantially the form attached as Exhibit "A" to provide architectural and engineering services along with assistance during the bidding process for the board room remodel.

SECTION 2. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its date of passage.

SECTION 3. REPEALER. All ordinance and parts thereof in conflict with this ordinance are hereby repealed to the extent of such inconsistency.

DATE OF FIRST READING:	<u> </u>
DATE OF SECOND READING:	

PASSED AND APPROVED THIS ___ DAY OF ________, 2021 BY A ROLL CALL VOTE OF THE STE. GENEVIEVE BOARD OF ALDERMEN AS FOLLOWS:

VOTE

ALDERMAN GARY SMITH
ALDERWOMAN SUSAN JOHNSON
ALDERMAN BOB DONOVAN
ALDERMAN MIKE JOKERST
ALDERMAN JEFF EYDMANN
ALDERMAN MIKE RANEY
ALDERWOMAN ASHLEY ARMBRUSTER
ALDERMAN JOE PRINCE

	YESNO _ABSENT
	APPROVED TO FORM:
Paul Hassler, Mayor	Mark Bishop, City Attorney
	REVIEWED BY:
Pam Meyer, City Clerk	Happy Welch, City Administrator

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the

day of

in the year two thousand twenty-one (In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)
City of Ste. Genevieve, Missouri

165 South 4th Street

Ste. Genevieve, MO 63670

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:

(Name, legal status, address and other information)
Steven Bacon / Bacon Commercial Design LLC
100-A Bailey Road / PO Box 605
Crystal City, MO 63019

for the following Project:

(Name, location and detailed description)
City Council Chambers Remodeling
165 South 4th Street

Remodel the existing City Council Chamber:

- Remove Storage areas at North as much as possible; leave existing ductwork in place;
- * New floor coverings; New Ceilings & Lighting;
- Revise existing HVAC as needed to serve the revised/enlarged Council Chambers;
- Create a new storage closet opposite the existing Mechanical Closet to remain;
- Provide a bid alternate to replace existing glass block openings with new insulating window units.

Plans to have adequate detail for AHJ Permit Review and Bidding by General Contractors.

The Owner and Architect agree as follows.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Mechanical Engineering & Electrical Engineering

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

This graph not applicable During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105131 2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

A lump sum fee of five thousand four hundred dollars (\$5,400.00) to include:

- * Architect Plans & Spec's
- * MEP Plans & Spec's, and
- * Architect & Engineer assistance during bidding, and for review of bids received

The Owner shall pay the Architect an initial payment of five hundred and xx/100 dollars

(\$ 500.00-----) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice proportionately with progress.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus ---- ten ---- percent (10.0 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid

twenty-five

(25) days after the invoice date shall bear interest from the date

payment is due at the rate of three fourths of one percent (0.75 %) , or in the

absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond **eight** (8) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

Project to proceed substantially as shown in clouded area of attached Exhibit A.

No Site Work is anticipated or included.

No detailed estimating or energy usage studies are included.

No assessment of hazardous materials or their removal is included.

This Agreement entered into as of the day and	l year first written above.	
OWNER (Signature)	ARCHITECT (Signature)	
	Steven Bacon (A-7402)	
(Printed name and title)	(Printed name, title, and license number, if required)	

