

AGENDA

Work Session

STE. GENEVIEVE BOARD OF ALDERMEN

Thursday – December 9, 2021

STE. GENEVIEVE CITY HALL

Immediately Following 6:00 p.m. Regular Board Meeting

CALL TO ORDER

APPROVAL OF AGENDA

BUSINESS ITEMS

1. Stormwater
2. Farm Leases
3. Streets
4. Stuppy Memorial

ANY OTHER BUSINESS

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.

Posted 12/4/2021

Happy Welch

Staff Report

December 9, 2021

To: Board of Aldermen
From: Happy Welch
Re: Stormwater



Issue:

A couple of items to look at for discussion.

Dave Schwarz owns the strip mall west side adjacent to the ditch that runs between Highways 32 & 61. There are two stormwater outlets on the east side of the ditch that dump stormwater from Portis St. and the apartments: One is across from the south end of the building where there is erosion and the other on the north end. Mr. Schwarz says those outlets are causing erosion and based on Section 1 of the Maintenance Agreement from March 26, 2013 the City is responsible for maintaining areas of erosion along the ditch. He says the erosion is being caused by the water that comes out of the outlet structure from the street.

We also have an estimate of cost to do a stormwater study on 3 areas of concern that will look at the hydrology of their particular watershed, observe current choke points, and list solutions.

Recommendation:

As for the ditch issue, I believe Section 7 of the agreement is clear as to who maintains the ditch sidewalls and that the City needs to, over the winter, remove all of the scrub brush and trees and make sure there is a path for water runoff.

The stormwater study can be conducted by Cochran, but the board requested we look at other companies and we have gathered names of engineers from Rolla and St. Louis we could contact, some recommended by our neighbors in Perryville and Farmington.

MAINTENANCE AGREEMENT

Now on this 26th day of March, 2013, comes the City of Ste. Genevieve, Missouri, a political subdivision of the State of Missouri, herein referred as City, and Pointe Basse Development Corporation a corporation organized under the law of the State of Missouri, and doing business in Ste. Genevieve, Missouri, herein referred to as Pointe Basse.

1. The City will maintain the surface water drainage ditch running across the rear of the Portis Street apartment complex, said ditch running from Highway 32 over and under Highway 61 as long as the ditch is a part of the storm water drainage system of the City of Ste. Genevieve, as determined by the City.
2. The City will maintain the ditch in such a way as to enhance the free flow of water and will do so in a reasonable manner so as to provide storm water drainage for the City.
3. The Pointe Basse agrees to give the City access to the ditch over through and from its apartment property at all reasonable times as needed to perform the work
4. The City shall be responsible for the actions of its employees and contractors that may perform work on the ditch and shall repair any damage done to the property of Pointe Basse while performing the work covered by this agreement.
5. This agreement is to bind the parties hereto in perpetual succession and is binding upon the successors of the parties hereto, their heirs and assigns. It is the responsibility of both parties to inform any successor, heir or assignee of the obligations of this agreement. This agreement may be terminated by the City if, in its sole discretion, this ditch is no longer being used as a segment of the City's storm water drainage system.
6. The owner of the property shall take no action that would impact the drainage ditch without first receiving the prior written consent of the City.
7. The sidewalls of the ditch are to be maintained by the owners of the respective properties and shall be stabilized by the owners as necessary, provided however that the City will place and maintain adequate rip-rap at the outfall of storm sewer pipes to prevent erosion.

City of Ste. Genevieve

Pointe Basse Development Corporation

By: Richard Greninger

By: Francis J. Udny

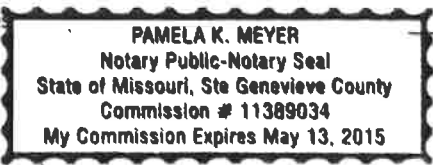
State of Missouri)
) SS.
County of Ste. Genevieve)

Now on this 23rd day of January, before me, a Notary Public in and for the State of Missouri,

personally appeared Richard Greninger, Mayor of the City of Ste. Genevieve, Missouri, to me known to be the person who executed the within Maintenance Agreement on behalf of said City of Ste. Genevieve with authority of its Board of Aldermen, and who acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Ste. Genevieve Missouri, the day and year above written.

My Commission Expires May 13, 2015



Pamela K. Meyer
Notary Public

State of Missouri)
) SS.
County of Ste. Genevieve)

Now on this 26th day of March, 2013, before me, a Notary Public in and for the State of Missouri,

personally appeared Francis J. Udny, President of Pointe Basse Development Corporation to me known to be the person who executed the within Maintenance Agreement on behalf of said corporation with authority of its directors, and who acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Ste. Genevieve Missouri, the day and year above written.

My Commission Expires Oct 31, 2015



Martin Toma
, Notary Public





November 23, 2021

Mr. Happy Welch
City of Ste. Genevieve
165 S. 4th Street,
St. Genevieve, MO 63670

SENT VIA: EMAIL
(hwelch@stegenieve.org)
(swilson@alliancewater.com)

RE: Proposal – Professional Services
Storm Water Analysis and Master Planning

Dear Mr. Welch:

Thank you for giving Cochran the opportunity to submit this proposal to provide professional services for the above-referenced project. The scope of services included in this proposal provides for analysis and improvement recommendations for three distinct watersheds as requested by the City. In accordance with our discussions and onsite meeting we offer the following professional services:

SCOPE OF WORK:

1. Cochran will analyze three watersheds as shown on the attached exhibit.
 - a. Hydraulic and Hydrologic Evaluation of existing watershed and drainage structures such as swales, culverts, etc.
 - b. Prepare schematic plans for improvement alternatives utilizing aerial photography.
 - c. Prepare preliminary construction cost estimate for improvement alternatives.
2. Specific alternatives to be reviewed include:
 - a. Regional detention for Drainage Area 1 to improve restrictions and flooding near Market and 9th Street.
 - b. Review of Capacity for Culvert under Highway 32/Center Drive near Bank of Bloomsdale (Drainage Area 2). Improvements are needed to reduce flooding potential on property west of Bank of Bloomsdale. Additionally Cochran will review previous recommendations from the Strickland Engineering report dated August 30, 2003. Recommendations found to be applicable will be incorporated into the new analysis.
3. Improvements to neighborhood drainage in Drainage Area 3.
4. All analyses, calculations, and recommendations will be summarized in a Final Engineering Report.

SERVICES NOT INCLUDED:

1. Environmental/Geotechnical/Wetlands Studies or Reports
2. Recording and Permit Fees
3. Construction Documents and Specifications
4. Topographic, Utility, and Boundary Survey
5. Construction Administration/Inspection/Stakeout
6. Easement Document Preparation and Acquisition
7. Retaining Wall Design
8. Subdivision or rezoning of property
9. MoDOT Permitting
10. Corps of Engineers Permitting
11. Structural Design of Drainage Structures
12. Sinkhole/Geohydrologic Evaluation

8 East Main Street
Wentzville, MO 63385
Phone: 636-332-4574
Fax: 636-327-0760

737 Rudder Road
Fenton, MO 63026
Phone: 314-842-4033
Fax: 314-842-5957

530A East Independence Drive
Union, MO 63084
Phone: 636-584-0540
Fax: 636-584-0512

1163 Maple Street
Farmington, MO 63640
Phone: 573-315-4810
Fax: 573-315-4811

2804 N. Biagio Street
Ozark, MO 65721
Phone: 417-595-4108
Fax: 417-595-4109

905 Executive Drive
Osage Beach, MO 65065
Phone: 573-525-0299
Fax: 573-525-0298

OWNER'S RESPONSIBILITY:

1. The Owner shall give prompt and thorough consideration to all sketches, drawings, and other documents laid before him. Prompt decisions will be required if project is to proceed on schedule.
2. Provide access to properties for field investigation.
3. Provide any available aerial photography and contours for the City.

FEE:

The total amount of fee to be paid for the professional services outlined in this proposal shall be a lump sum fee of **26,520.00**. This fee is good for a period of thirty (30) days from the date of this proposal.

FEE: (This is an alternate fee description you can use)

1. Reimbursable Expenses – Mileage, long distance telephone calls, courier, in-house and out-of-house printing charges, etc. are not included in the above fees and will be billed to the Client at cost. It is estimated that the reimbursable expenses will not exceed **\$250.00**.
2. Any tasks in addition to those specifically described above will be billed as extras on a time and materials basis using the attached rates.
3. Billing for Cochran fees and reimbursable expenses will be submitted monthly.

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 fifteen (15) days of submission of invoices.
2. Any invoices remaining unpaid beyond fifteen (15) days will accrue interest at the rate of one and one-half (1½%) per month on the unpaid balance.
3. 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.
4. 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:

The terms and conditions of this contract shall apply to all work performed for the benefit of the project, any contiguous property that may be acquired at a later date, and any work performed off the site that benefits the project (permits, licenses, easements, etc.).

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** initializing **ALL** other pages. Return one (1) copy for our contract files.

If you have any questions or changes regarding this proposal, please contact me at 636-584-0540. Thank you.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED AT COCHRAN'S OPTION.

Sincerely,



David Van Leer, P.E.
Cochran

Acceptance:
City of Ste. Genevieve

By: _____

Title: _____

Date: _____

Attachments: Exhibit A
 Standard Charge-Out Rates
 Cochran Terms & Conditions

EXHIBIT A



Staff Report

December 9, 2021



To: Board of Aldermen
From: Happy Welch
Re: Farm Leases

Issue:

The Farm Lease is due to be renewed this year with Kertz Farms LLC, Earl Valle and Joe Siebert, and I have included changes requested by Brian Kertz and other contractual changes that have been incorporated by attorney Mark Bishop.

In particular for Mr. Kertz, the total acreage has been reduced by 26 acres with new tree planting areas dedicated to Fish and Wildlife on the west side of the levee. Mr. Kertz would like to include wet areas on the inside of the levee at the same price as acreage on the east side of the levee that are prone to flooding. The proposed cost per acre is \$165 for the dry areas on the west side of the levee, and \$110 for the wet areas on the west side of the levee and the acreage east of the levee. There are about 41 acres on the west side that are the first to get wet and may stay that way if flooding conditions occur. This information was confirmed and calculated by USDA.

There are no acreage changes for Mr. Valle or Mr. Siebert.

Mr. Kertz also requested this price be locked in for 5 years and not a yearly increase as we have in the past. The way the contract is set up now we don't lock in increases but must notify the other party in writing about a price increase 60 days prior to the end of the year if there is to be an increase.

For Mr. Kertz, there will be an acreage reduction in the future when property outside the levee is conveyed to the Fish and Wildlife Service.

Mr. Valle has agreed to the new contract and Mr. Siebert requests says his son Byron will take over the lease because he will crop the Wehner Property which is adjacent.

Recommendation:

Approve the changes to the Farm Lease contract from both our attorney and Mr. Kertz and bring back all leases for approval in January.

FARM LEASE

THIS LEASE is entered into on this ____ day of _____, 20____, by the City of Ste. Genevieve, Missouri, (hereinafter "City"); and Kertz Farms, LLC, 9500 White Sands Road, Ste. Genevieve, Missouri, 63670 (hereinafter "Lessee").

RECITALS:

The City is the owner of certain undeveloped real property located adjacent to the Urban Design Levee as shown on Exhibit "A".

The City wishes to lease 192.09 acres on the east and west sides of the levee that are usable for crops as shown on the sketch map attached hereto and included in the real property as shown on Exhibit "A".

Lessee is a competent and experienced farmer and agriculturist and desires to lease the real property described in Exhibit "A" for the purpose of an agricultural operation.

The City is willing to lease the real property to Lessee for an agricultural operation, and the parties desire to execute a written lease containing the terms and conditions of their Lease.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties hereto, it is agreed as follows:

1. Leasehold Property Description

The City hereby leases to the Lessee the property shown in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter "Leasehold Property") of approximately 77.18 acres on the inside west side of the levee that remain dry and 114.91 acres on the inside west side of the levee and the outside east side of the levee prone to flood conditions in Section 16, Township 38 North, Range 9 East of the Fifth Meridian, of the USGLO, in the city limits of Ste. Genevieve in the County of Ste. Genevieve and State of Missouri.

2. Leasehold Term, Rent and Possession

The term of this Lease shall be for one (1) year, (the "Lease Term") commencing on the commencement date of January 1, 2022 and shall automatically renew annually for additional one year terms on February 1st each subsequent year following the initial Lease Term. This agreement can be terminated by either party for any reason upon written notice to the other party with sixty (60) days' advance notice of said termination.

Lessee shall pay rent at the end of each year of the lease term in the amount of one hundred sixty-five dollars (\$165.00) per acre per year for the west inside dry acreage of the levee and one hundred ten dollars (\$110.00) per acre per year on the east side and west side wet acreage of the levee. The annual rental amount per acre can be increased by the City upon written notice to tenant sixty (60) days prior to the renewal term(s).

3. Permitted Use

Lessee shall have use of the Leasehold Property granted in this Lease for any and all lawful agricultural operation purpose, provided that these activities are consistent with existing covenants for the Leasehold Property, except that the raising or keeping of any livestock on the Leasehold Property shall not be permitted.

4. Stipulations

During the lease period, no buildings and associated structures shall be placed or built on the property by Lessee. Any proposed drainage improvements or re-contouring shall be approved in writing by the City, prior to construction or implementation of improvements. As necessary, the City has the right to carry out minor improvements to Progress Parkway and the storm drainage system.

The City makes no representations as to the availability or quality of rainfall or precipitation amounts on the Leasehold Property, nor as to the suitability of the property for agricultural operations contemplated by the Lessee.

Lessee acknowledges that it has fully inspected the demised premises and Lessee hereby accepts the demised premises, improvements and each appurtenance thereto as is, in their present state and condition, as suitable for the purpose for which the same are leased and agrees to allow for changes in such condition, occurring by reasonable deterioration between the date this Lease is executed and the date such changes shall occur.

Lessee shall pay all costs associated with the agricultural operations and pay all other charges made against the Leasehold Property, including any utility furnished to the premises during the continuance of this lease, as the same shall become due. Lessee shall pay when due all valid taxes, special assessments, excises, license fees and permit fees of whatever nature applicable to its operation or levied or assessed against Leasehold Property and to take out and keep current all necessary licenses.

5. Lessee's Practices

Lessee shall maintain the Leasehold Property and any improvements, fixtures or equipment on the Leasehold Property in a worker-like manner pursuant to the terms of this Lease. Reasonable maintenance and repairs to the Leasehold Property will be performed by Lessee as necessary.

Lessee shall carry out the agricultural operations on the Leasehold Property in and forthwith manner and attempt to optimize yields, with timely planting and harvesting of the crop. Lessee will conduct all activities on the real property including tilling, cultivation, planting and harvesting of crops in a good and farmer-like manner in accordance with the usage's and practices of good farmers in Ste. Genevieve County. Lessee shall not conduct activities or practices which will cause unnecessary erosion; waste of crop yields; noxious weeds or plant diseases to develop; nor cause damage to adjoining properties from run-off water.

Lessee acknowledges that Lessee is familiar with the quality of soil and soil conditions on the Leasehold Property and accepts the land as is without warranty or guarantee on the part of the City as to soil or soil conditions.

6. **Ownership of Improvements**

During the Term or Extended Term of this Lease, title to all improvements constructed upon the Leasehold Property shall be vested in the City. At the termination of this Lease, Lessee shall provide written notice to City of the completion of the harvest and Lessee shall promptly pay the rent to the City at that time with details of crop yields and revenue, etc. Lessee shall promptly remove all equipment and other personal property from the Leasehold Property at the completion of the Lease term.

7. **Assignment and Sublease**

Lessee shall not assign or sublease the Leasehold Property or the agricultural improvements on said Leasehold Property without the prior written consent of the City. The City shall not unreasonably withhold consent but may add certain conditions to a request for assignment of the Lease. No assignment however, shall be valid until a written instrument containing the name and address of the assignee and an assumption by the assignee of this Lease has been provided to and approved by the City.

8. **Default Cancellation and Relinquishment**

The violation by Lessee of any of the terms, conditions or covenants of this Lease shall be considered a default and may cause this Lease to be canceled and terminated at the sole discretion of the City, following at least thirty (30) days advance written notice of such default from City to the Lessee. However, the Lease shall not be canceled if within the thirty (30) day notice period, Lessee cures or remedies said default or otherwise comply with any demand contained within such written notice which cures or remedies the default.

At any time, upon thirty (30) days prior written notice to the City, provided that Lessee is not in default under this Lease, Lessee may cancel the Lease and relinquish this Lease to the City whereupon Lessee shall be relieved of any further liabilities and obligations under this Lease.

9. **Compliance with Laws**

Lessee shall at his own expense fully comply with all applicable local, state and federal regulations, rules, ordinances, and requirements which have been or may be enacted in all matters and things affecting the property granted by this Lease and agricultural operations thereon.

10. **Indemnification**

To the extent allowed by law, Lessee shall save and hold harmless, Indemnify and defend the City, its elected officials, employees and agents, in their official and individual capacities, of and from any and all liabilities, claims, losses, or damages arising out of or alleged to arise out of or indirectly connected with negligent operations of Lessee under this Lease, or arising out of the presence on the Leasehold Property of any agent contractor or subcontractor of Lessee.

11. **Scope of Agreement**

This Lease incorporates all the agreements and understandings between City and Lessee concerning the Leasehold Property granted by this Lease and the use permitted by this Lease, such agreements and understandings have been merged into this written Lease. No prior agreement or understanding, verbal or otherwise, between the City and Lessee or their agents shall be valid or enforceable unless embodied in this Lease.

12. **Amendment**

This Lease shall not be altered, changed or amended except by an instrument in writing executed by the City and Lessee.

13. **Waiver**

No waiver by the City of any breach or default by Lessee of any of the terms of this Lease shall be held to be a waiver of any subsequent breach. No waiver shall be valid or binding unless the same is in writing and signed by City.

14. **Attorney's Fees and Costs**

The parties hereto agree that if either is found by a court to have breached this Lease Agreement, reasonable attorney's fees and cost of irrigation may be recovered. If any dispute arises from this Agreement, the parties will make every possible effort to settle the dispute by the least costly methods.

15. **Applicable Law**

This Lease shall be governed by the laws of the State of Missouri.

16. **Notice**

Whenever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered when deposited in the United States mail, postage prepaid, return receipt requested, addressed parties at their respective addresses set forth below. Notice shall be deemed to be received fifth day following posting.

Mayor Paul Hassler
City of Ste. Genevieve
165 S. Fourth Street
Ste. Genevieve, MO 63670

Kertz Farms, LLC
9500 White Sands Road
Ste. Genevieve, MO 63670

17. **Access Easement**

An access easement to allow Lessee to access the Leasehold Property to begin and carry out the agricultural operations is hereby granted by the City on the date of execution of the Ordinance approving this Agreement by the Board of Aldermen.

18. **Access by Lessee**

The City and or its agents retain the right of access and right to enter and inspect the premises, and to enter at such times on City Industrial Park business and related matters.

19. **Binding Agreement**

This Lease shall bind the heirs, personal and legal representatives, successors and assigns of the parties hereto.

20. **Covenants of the City**

The City covenants that Lessee, upon payment of rent reserved herein and the performance of each of the covenants, agreements, and conditions on the part of Lessee to be observed and performed, shall and may, peaceably and quietly have, hold and enjoy the Leasehold Property for the term thereof, free from molestation, eviction or disturbance by the City or any person claiming by, through, or under it subject to the terms and conditions of this Lease.

IN WITNESS WHEREOF, the City and Lessee have executed this Lease with option to purchase as of the date first written above.

CITY OF STE. GENEVIEVE:

LESEE:

Paul Hassler, Mayor

Kertz Farms, LLC

Pam Meyer, City Clerk

Printed Name

(SEAL)

APPROVED AS TO FORM:

Mark Bishop, City Attorney



Common Land Unit
 Cropland Non-cropland CRP

Farm 2670
 Tract 5771

Wetland Determination Identifiers

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

41, 41

Q

2022 Crop Year



Tract 1 of 1

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).



■ Wetland Determination Identifiers
▽ Restricted Use
▽ Limited Restrictions
▽ Exempt from Conservation Compliance Pr

Ste_Genevieve Co. FSA 1:11,650
 Program Year: 2020
 Created: 10/10/2019
 Flown: 2018-10-20

sb:soybn-com-gr com:com-yel-gr
 Wht:Wheat-snw-gr
 CCC:Covrc-ceg-co
 h:grass-fta-fg
 p:grass-fta-gz
 fa-mixfq-igs-fg

crp
 dlu
 plss

Disclaimer: Wetland identifiers do not represent size, shape or specific determination of the

Staff Report

December 9, 2021



To: Board of Aldermen
From: Happy Welch
Re: Street Bid Selection

Issue:

The board approved \$250,000 for street improvements in FY2022 + \$,8000 for the cemetery access road to be extended making it a total of \$258,000. I proposed \$204,432 (now including the cemetery access road extension) in estimated costs for select streets (and the park house parking lot) that we deemed to be the most in need. Special Road District has offered to kick in \$25,000 if we pave Little Rock Road which is an extension of Main St. that has been repaved to Yanks Field. That leaves a difference of \$78,568 if the board wishes to include another street or look to add and estimate other streets to our proposed list.

I have also received a quote from Cochran Engineering to do a street maintenance plan for all city streets for a cost of \$25,000. This will be like a master plan for improving streets over 15 years and give solid guidance to future boards.

Please keep in mind these are estimates only and actual bid amounts can exceed our estimates as they did this year.

Recommendation:

Approve the recommendations or postpone until January and give us a list of streets to estimate.

Street Name	Cross Streets	Cost	Recommended	Approved	Sq. Ft.
N. 4th St.	Roberts/Washington	\$ 58,773.00	X		39,182
Linn Dr.	Rozier St./EOM	\$ 113,602.00			75,735
Little Rock	Yanks Field to Modoc	\$ 45,568.00	X		30,379
Park House Parking Lot	Matthews	\$ 17,775.00	X		1,185
N. 8th St.	Market/Washington	\$ 44,714.00			29,810
N. 9th St.	Market/Ridgeview	\$ 59,023.00			39,349
Rozier St. Alley	Park/Cedar	\$ 21,985.00	X		14,657
Rozier Alley	Maple/Washingtong	\$ 6,228.00	X		4,152
N. 7th St.	Jefferson/Washington	\$ 10,147.00	X		6,765
N. 3rd St.	Roberts/End of Maintenance	\$ 7,398	X		4,932
Parkwood	Pointe Basse/Oakwood	\$ 150,000	ARPA Funds		38,569
Front St.	Market/Merchant	\$ 23,499	X		15,666
KSGM	Kingsman/Matthews	\$ 5,059	X		3,373
Crestlawn Cemetery	South Extension	\$ 8,000	X		4,800
PPMP	street maintenance program	\$ 25,000			xxxx

Total Cost	\$ 204,432
Budget	\$258,000
Difference	\$53,568
Special Road	<u>\$25,000</u>
	\$78,568



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

November 3, 2021

Mr. Happy Welch
City Administrator
City of Ste. Genevieve
165 S. 4th Street
Ste. Genevieve, MO 63670

RE: Proposal – Preventative Pavement Maintenance Plan (PPMP)

Dear Mr. Welch:

Thank you for giving Cochran the opportunity to submit this proposal to provide engineering services for the above referenced project. In accordance with our discussion yesterday, we offer the following professional services:

SCOPE OF SERVICES:

15-Year Preventive Pavement Maintenance Plan

1. Identify all streets and roadways maintained by the City of Ste. Genevieve.
2. Prepare maps to graphically illustrate all City owned streets and roadways for reference purposes in the Preventive Pavement Maintenance Plan.
3. Meet with City staff as necessary to gather background information on previous maintenance activities and history.
4. Verify surface areas of all City-owned streets.
5. Provide descriptions and justifications for recommended pavement treatments.
6. Rank and set priorities based on existing conditions of pavements.
7. Identify projects by residential subdivision streets, groups, and arterial roadways.
8. Prepare a 15-year preventive pavement maintenance plan. The plan will be prepared in a spreadsheet table format. Rows will identify streets, pavement treatment, and budget. Columns will show pavement treatment by year for the next 15 years. We understand this plan will require several iterations based on the following information:
 - a) Estimated City expenditure available for roadwork each year.
 - b) Possible federal funding opportunities for eligible roadways.
 - c) Recent asphalt pricing in the area.

- d) Recommended pavement treatments.
- 9. The final Preventive Pavement Maintenance Plan will be provided in a report format.

FEE:

- 1. The total amount of fee to be paid for the "Scope of Services" outlined in this proposal shall be a lump sum fee of \$25,000.00.

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 314-220-7016. 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 Ste. Genevieve

By: _____

Title: _____

Date: _____

Attachments – Cochran Standard Terms & Conditions