



1320 Feet

660

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660

Map Created January 21, 2005

RESOLUTION 2022 - 22

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO A FARM LEASE AGREEMENT WITH KERTZ FARMS, LLC FOR AN AGRICULTURAL OPERATION ON CITY MANAGED PROPERTY ADJACENT TO THE URBAN DESIGN LEVEE.

WHEREAS, the City of Ste. Genevieve (“City”) manages certain real property adjacent to the Urban Design Levee; and

WHEREAS, the City leases this area for agricultural operations; and

WHEREAS, the wishes to lease approximately 192.09 acres to Kertz Farms, LLC for the purpose of an agricultural operation; and

WHEREAS, the Board of Aldermen has reviewed the Farm Lease and believe it to be in the best interests of the City to enter into the lease.

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

SECTION 1. The Board of Aldermen of the City of Ste. Genevieve, Missouri, hereby authorizes the Mayor to enter into a “Farm Lease” agreement with Kertz Farms, LLC of Ste. Genevieve, Missouri, said lease which is attached to and made a part hereof this Resolution as Exhibit “A”.

SECTION 2. EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its date of passage and approval as provided by law.

PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI THIS 13th DAY OF JANUARY, 2022.

Approved as to form:

Paul Hassler, Mayor

Mark Bishop, City Attorney

SEAL

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator

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
20010 Quarry Hills 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

Brian Kertz
Kertz Farms, LLC

Pam Meyer, City Clerk

Brian Kertz
Printed Name

(SEAL)

APPROVED AS TO FORM:

Mark Bishop, City Attorney



Common Land Unit
 Cropland Non-cropland CRP

Wetland Determination Identifiers
 ● Restricted Use
 ▲ Limited Restrictions
 ■ Exempt from Conservation Compliance Provisions

Farm 2670
 Tract 5771

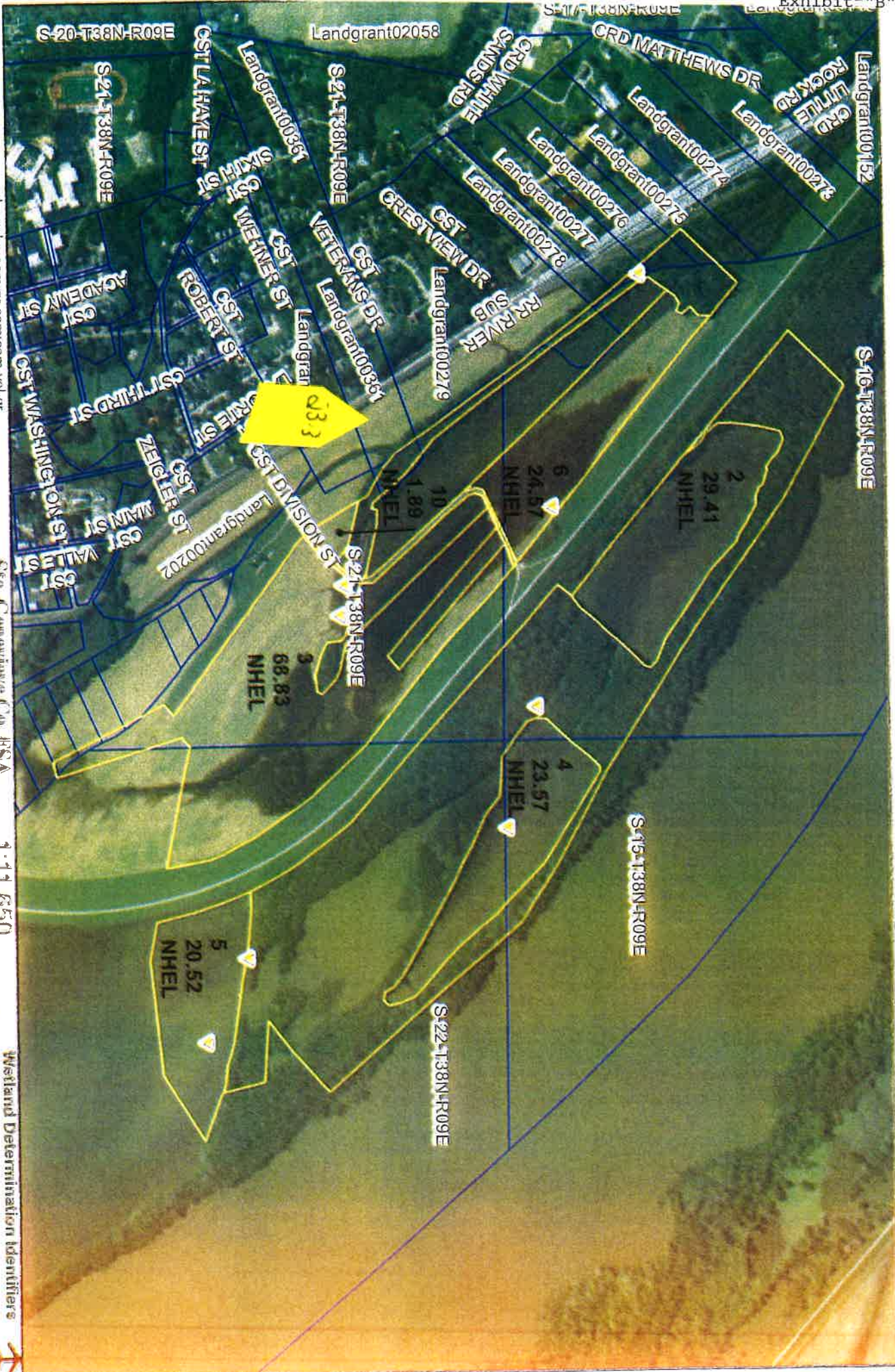
2022 Crop Year



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).

- crp
- clu
- plss



sb:soyln-com-gr.com:com-vel-gr
 Wht:Wheat-sw-gr
 CCC:Conv-c-eg-co
 h:grass-fta-1g
 p:grass-fta-gz
 fa:mi:dr:line:fr

Site Genevieve Co. FSA

1:11,650

Program Year: 2020
 Created: 10/10/2019
 Flown: 2018-10-20

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Pro

Disclaimer: Wetland identifiers do not represent a determination of the



RESOLUTION 2022 - 23

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO A FARM LEASE AGREEMENT WITH EARL VALLE FOR AN AGRICULTURAL OPERATION ON CITY OWNED PROPERTY ADJACENT TO THE URBAN DESIGN LEVEE.

WHEREAS, the City of Ste. Genevieve (“City”) manages certain real property adjacent to the Urban Design Levee; and

WHEREAS, the City leases this area for agricultural operations; and

WHEREAS, the wishes to lease approximately 14.5 acres to Earl Valle for the purpose of an agricultural operation; and

WHEREAS, the Board of Aldermen have reviewed the Farm Lease and believe it to be in the best interests of the City to enter into the lease.

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

SECTION 1. The Board of Aldermen of the City of Ste. Genevieve, Missouri, hereby authorizes the Mayor to enter into a “Farm Lease” agreement with Earl Valle of Ste. Genevieve, Missouri, said lease which is attached to and made a part hereof this Resolution as Exhibit “A”.

SECTION 2. EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its date of passage and approval as provided by law.

PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI THIS 13th DAY OF JANUARY, 2022.

Approved as to form:

Paul Hassler, Mayor

Mark Bishop, City Attorney

SEAL

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator

FARM LEASE

THIS LEASE is entered into on this ____ day of _____, 20 __, by the City of Ste. Genevieve, Missouri, (hereinafter "City"); and Earl Valle, 14468 Twin Lane, 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 14.5 acres 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 14.5 acres along Highway 61, including Parcel #'s 07-8.0-027-00-000-0040.00, 07-8.0-027-00-000-0041.00, 07-8.0-027-00-000-0042.00, 07-8.0-027-00-000-0072.00, 07-8.0-027-00-000-0071.00, and 07-8.0-027-00-000-0070.00, Pt Survey 35 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 seventy dollars (\$170.00) per acre per year on the west side of the levee and one hundred ten dollars (\$110.00) per acre per year on the east side 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

Earl Valle
14468 Twin Lane
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



Earl Valle

Pam Meyer, City Clerk

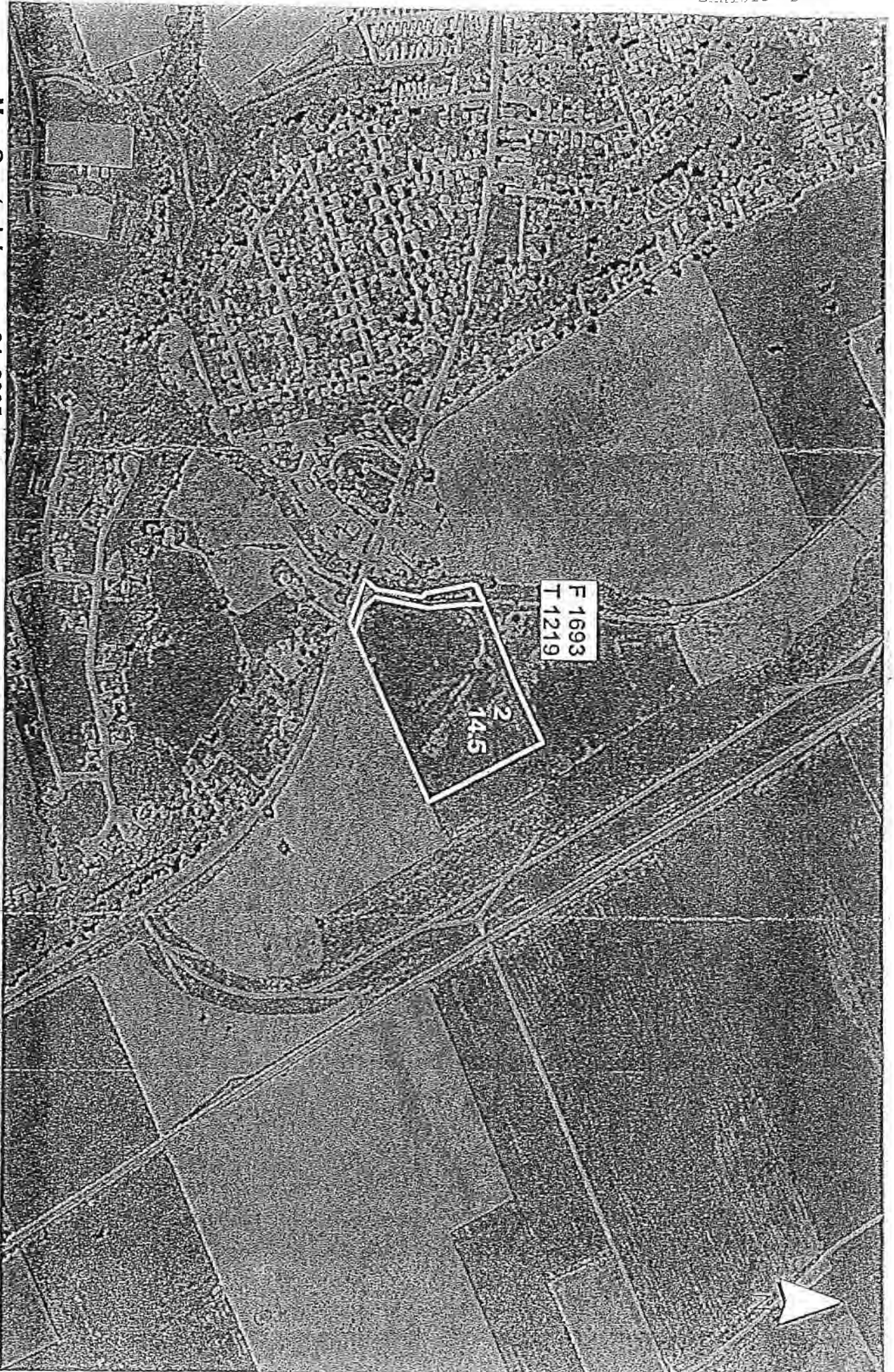
(SEAL)

APPROVED AS TO FORM:

Mark Bishop, City Attorney

me

Map Created January 21, 2005



RESOLUTION 2022-24

A RESOLUTION RE-APPOINTING TIM KUENZEL TO THE STE. GENEVIEVE BOARD OF ADJUSTMENT.

WHEREAS, Tim Kuenzel, has agreed to serve another five year term on the Ste. Genevieve Board of Adjustment that will expire in February, 2027; and

WHEREAS, the Mayor advises the Board of Aldermen of his recommendation to re-appoint Mr. Tim Kuenzel.

NOW THEREFORE, THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE DOES HEREBY CONSENT AND RESOLVE AS FOLLOWS:

Mr. Tim Kuenzel is hereby re-appointed to the Ste. Genevieve Board of Adjustment.

The Mayor shall make this re-appointment to the Ste. Genevieve Board of Adjustment and that the City Staff and officials are directed to take such actions as necessary to implement this Resolution.

Done and approved this 13th day of January, 2022.

Approved as to form by:

Paul Hassler, Mayor

Mark Bishop, City Attorney

Attest:

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator

RESOLUTION 2022 – 25

A RESOLUTION OF THE CITY OF STE. GENEVIEVE TO APPLY FOR A RECREATIONAL TRAILS PROGRAM GRANT WITH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES.

WHEREAS, the City of Ste. Genevieve is applying for federal assistance from the Recreational Trails Program for the purpose of the Pere Marquette Trail Rehabilitation Project.

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

SECTION 1. Happy Welch of the City of Ste. Genevieve is authorized to sign the application for federal assistance and any other official project documents that are necessary to obtain such assistance, including any agreements, contracts or other documents that are required by the State of Missouri or the Federal Highway Administration.

SECTION 2. The City of Ste. Genevieve currently has the written commitment for the *Community Foundation* matching share for the project elements that are identified in the application and will allocate the necessary funds to complete the project.

SECTION 3. In the event a grant is awarded, the City of Ste. Genevieve will commit the necessary financial resources to operate and maintain the completed project in a safe and attractive manner for public access for a minimum of 25 years.

SECTION 4. In the event a grant is awarded, the City of Ste. Genevieve is prepared to complete the project within the time period identified on the signed project agreement.

SECTION 5. In the event a grant is awarded, the City of Ste. Genevieve will comply with all rules and regulations of the Recreational Trails Program, applicable Executive Orders, all state laws that govern the grant applicant during the performance of the project, and stewardship requirements after the project is Completed.

PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI THIS 13TH DAY OF JANUARY 2022.

Approved as to form:

Paul Hassler, Mayor

Mark Bishop, City Attorney

Reviewed by:

Happy Welch, City Administrator

The undersigned hereby certifies that he/she is the duly authorized Clerk and custodian of the books and records and seal of City of Ste. Genevieve, duly formed pursuant to the laws of the State of Missouri, and that the foregoing is a true record of a resolution duly adopted at a meeting of the City of Ste. Genevieve, that said meeting was held in accordance with state and local laws on and that the said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Pam Meyer, City Clerk and have affixed the seal of City of Ste. Genevieve, this ____ day of _____, 2022 .

ATTEST:

By:

Pam Meyer
City Clerk
(SEAL)

BILL NO. 4467

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PROPOSAL FOR PROFESSIONAL SERVICES WITH COCHRAN ENGINEERING FOR A 15 YEAR STREET PREVENTATIVE PAVEMENT MAINTENANCE PLAN.

WHEREAS, Cochran Engineering (“Cochran”) has submitted the attached proposal (Exhibit A) to provide engineering services for a 15 Year Preventive Pavement Maintenance Plan; and

WHEREAS, Cochran will review the current status of the streets and develop a year to year plan for repair and maintenance; and

WHEREAS, the Board of Aldermen believe it to be in the best interests of the City of Ste. Genevieve to accept the proposal (Exhibit A) attached hereto and made part of this ordinance.

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

SECTION 1. The Board of Aldermen hereby authorize and direct the Mayor to execute and deliver the attached proposal on behalf of the City with Cochran Engineering of Union, Missouri; the proposal hereby accepted and approved in substantially the form of Exhibit “A” attached hereto.

SECTION 2. The portions of this ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the Board of Aldermen would have enacted the valid portions within the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

DATE OF FIRST READING: _____

DATE OF SECOND READING: _____

PASSED AND APPROVED THIS ___ DAY OF _____, 2022 BY A ROLL CALL VOTE OF THE BOARD OF ALDERMEN AS FOLLOWS:

VOTE

Alderman Gary Smith
Alderman Susan Johnson
Alderman Bob Donovan
Alderman Mike Jokerst
Alderman Jeff Eydmann
Alderman Mike Raney
Alderman Ashley Armbruster
Alderman Joe Prince

___ **Ayes** ___ **Nays** ___ **Absent**

Approved as to form:

Mayor, Paul Hassler

City Attorney, Mark Bishop

ATTEST:

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator



Architecture
Civil Engineering
Land Surveying
Site Development

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St. Louis, Missouri 63026
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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

Mr. Happy Welch
Preventative Pavement Maintenance Program
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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

COCHRAN STANDARD TERMS AND CONDITIONS

1. Unless expressly stated in the attached proposal letter ("Proposal"), the Proposal must be accepted in writing within thirty days or the Proposal is void and unenforceable.
2. The acceptance of the Proposal is conditioned upon these Terms and Conditions and the terms of the Proposal, which shall be the only terms and conditions applicable to any agreement between Cochran and Client. Requesting performance of the work by Cochran, sending a notice to proceed with the work, or an acknowledgment of the Proposal by the issuance of a purchase order by Client, notwithstanding any terms additional to or different from those contained herein, shall be deemed to be an acceptance of these Terms and Conditions by Client.
3. The Proposal and these Terms and Conditions constitute the entire agreement ("Contract") between Cochran and the Client for the services identified in the Proposal. All prior proposals, negotiations, representations, recommendations, statements or agreements made or entered into prior to or contemporaneously with this Contract, whether oral or in writing, are superseded by this Contract unless they are expressly incorporated herein by reference. Any terms contained in any communication from Client which are inconsistent with the Contract shall not be binding upon Cochran.
4. Cochran may submit invoices on not less than a monthly basis. Cochran's invoices are due and payable within fifteen (15) days of the submission of each invoice. Interest will accrue at the rate of one and one-half percent (1.5%) per month on all unpaid invoices from the date payment was due. In the event that Client disputes an invoice, Client will pay the undisputed portion of the invoice and provide a written explanation to Cochran of the basis for Client's dispute. If Client fails to pay in full any of Cochran's invoices, Cochran may immediately, without waiving any other rights it may have, suspend work pending resolution of the payment dispute. Client's failure to pay any of Cochran's invoices in full shall be considered a material breach of this Contract.
5. Unless specifically stated to the contrary in the Proposal, reimbursable expenses are in addition to the amounts identified for Cochran's fees for basic and additional services. Reimbursable expenses shall include, but are not limited to Client-authorized out-of-town travel, transportation, and subsistence expenses, fees paid for securing approval of jurisdictional authorities, postage, courier, or other delivery fees, material costs for models, mock-ups, or other presentation media, photographic film and development expenses.
6. This Contract is binding upon the heirs, successors and assigns of the parties hereto and may not be assigned by either party without the prior written consent of the other party.
7. Nothing in this Contract is intended to create any enforceable third party rights against Client or Cochran.
8. Cochran will perform all of its services consistent with that degree of skill and learning ordinarily used under the same or similar circumstances by the members of Cochran's profession working in the same locale.
9. If, and to the extent that Cochran's scope of work includes construction phase services, any such services shall be provided in accordance with and governed by the applicable terms of AIA Document A201 General Conditions of the Contract for Construction, 2007 Edition ("General Conditions"). If there is a conflict between the General Conditions and this Contract, this Contract will control.
10. When making any interpretation or decision as required by the General Conditions, Cochran will not show partiality to any party, and shall not be liable for interpretations or decisions rendered in good faith.
11. Cochran has no responsibility or obligation to supervise or direct the work activities of the Client's employees and representatives, or any construction contractors, sub-contractors or any of their employees, or other persons not employed by Cochran.
12. Cochran will abide by any job-site safety programs identified in writing by the Client but will not be responsible for job-site safety of any persons not directly employed by Cochran.
13. Cochran has no responsibility or obligation with respect to the construction means, methods, sequencing or procedures of any construction contractors, sub-contractors or any of their employees.
14. Cochran is not responsible for the failure of any contractor to perform work properly and in accordance with any applicable documents, plans, specifications, codes or standards.
15. Cochran is not responsible for the identification of unsafe conditions, nor for the identification, handling, or removal of hazardous and/or toxic substances found on or brought to the site. Prior to the start of work, the Client shall disclose and identify in writing to Cochran, to the best of Client's knowledge, all hazardous and/or toxic substances located on the site. Client agrees to defend, indemnify and hold Cochran harmless from and against all claims, demands and liabilities of any kind or nature resulting from any hazardous and/or toxic substances that are found on the site and which were not identified by Client - even if not known by Client.