

**AMENDED - AGENDA**  
**STE. GENEVIEVE BOARD OF ALDERMEN**  
**REGULAR MEETING**  
**THURSDAY – FEBRUARY 24, 2022**  
**6:00 P.M.**

**CALL TO ORDER.**

**PLEDGE OF ALLEGIANCE.**

**ROLL CALL.**

**APPROVAL OF AGENDA.**

**PRESENTATION/AWARDS.**

**PERSONAL APPEARANCE.**

- Gina Bryant, Executive Director of the Ste. Genevieve Housing Authority will present the annual Housing Authority Report for 2021.

**CITY ADMINISTRATORS REPORT.**

**STAFF REPORTS.**

- STEVE WILSON - ALLIANCE PUBLIC WORKS MANAGER
- ERIC BENNETT - POLICE CHIEF

**COVID DISCUSSION.**

**COMMITTEE REPORTS.**

**PUBLIC COMMENTS.**

**CONSENT AGENDA.**

- Approval of the Minutes of the February 10, 2022 Board of Aldermen Regular Meeting

- Street Closure Request – The Ste. Gen Gearheadz, LLC is requesting their annual street closure request (Third Street from Merchant to Island of Flags and DuBourg) for their monthly Car Cruise. The dates will be the third Saturday of each month from May thru September, 2022 - 5 p.m. to 9 p.m.
- TREASURER’S REPORT – JANUARY 2022
- **RESOLUTION 2022 - 32.** A RESOLUTION RE-APPOINTING KELLY FALLERT TO THE STE. GENEVIEVE TOURISM ADVISORY COUNCIL.
- **RESOLUTION 2022 – 35.** A RESOLUTION RE-APPOINTING KANYE SUE MAHURIN TO THE STE. GENEVIEVE TOURISM ADVISORY COUNCIL.
- **RESOLUTION 2022 – 36.** A RESOLUTION RE-APPOINTING MICHAEL FALLERT TO THE STE. GENEVIEVE TOURISM TAX COMMISSION.
- **RESOLUTION 2022 – 37.** A RESOLUTION APPOINTING GEOFF GIGLIERANO TO THE STE. GENEVIEVE TOURISM TAX COMMISSION.
- **RESOLUTION 2022 – 38.** A RESOLUTION APPOINTING BRIDGETTE BENNETT TO THE STE. GENEVIEVE TOURISM ADVISORY COUNCIL.

**OLD BUSINESS.**

**BILL NO. 4469.** AN ORDINANCE OF THE CITY OF STE. GENEVIEVE, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF STE. GENEVIEVE AND THE STE. GENEVIEVE MUNICIPAL BAND.

**2<sup>ND</sup> READING.**

**BILL NO. 4473 .** AN ORDINANCE AMENDING CHAPTER 500: BUILDINGS AND BUILDING REGULATIONS; ARTICLE II “BUILDING CODE” SECTION 500.110 IN ITS ENTIRETY. **2<sup>ND</sup> READING.**

**BILL NO. 4474.** AN ORDINANCE ADDING TO SECTION 500.100 DEFINITIONS OF CHAPTER 500 BUILDING CODES OF THE STE. GENEVIEVE CODE OF ORDINANCES.

**2<sup>ND</sup> READING.**

**NEW BUSINESS.**

Approval of the low bid submitted by CE CONTRACTING of Ste. Genevieve, Missouri in the amount of \$143,054.40 for the Parkwood Concrete Replacement Project.

Approval of the low bid submitted by VERN BAUMAN CONTRACTING of Ste. Genevieve, Missouri in the amount of \$190,705.00 for the 2022 Street Repaving Program.

**BILL 4475.** AN ORDINANCE OF THE STE. GENEVIEVE BOARD OF ALDERMEN AUTHORIZING THE CITY ADMINISTRATOR TO UTILIZE COCHRAN ENGINEERING FOR QUALITY CONTROL ON THE PARKWOOD DRIVE CONCRETE REPLACEMENT PROJECT. **1<sup>st</sup> & 2<sup>nd</sup> READING.**

**BILL NO. 4476.** AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING FINAL PAYMENT TO DONZE CONSTRUCTION, INC, FOR THE REMODEL OF THE CITY POLICE DEPARTMENT & BASEMENT IN AN AMOUNT OF \$48,876.20 AND APPROVING THE FINAL CONTRACT PRICE OF \$293,202.46. **1<sup>st</sup> & 2<sup>nd</sup> READING.**

**BILL NO. 4477.** AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BT ELECTRIC, LLC FOR THE ELECTRICAL IMPROVEMENTS – STE. GENEVIEVE WATER PLANT IN AN AMOUNT NOT TO EXCEED \$196,890.41. **1<sup>st</sup> & 2<sup>nd</sup> 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/](https://www.facebook.com/stegenevievecityhall/)**

**And you can watch live on SGTV Spectrum Channel 991.**

*Posted By: Pam Meyer, City Clerk  
February 23, 2022*

**BILL NO. 4477**

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BT ELECTRIC, LLC FOR THE ELECTRICAL IMPROVEMENTS – STE. GENEVIEVE WATER PLANT IN AN AMOUNT NOT TO EXCEED \$196,890.41.**

**WHEREAS**, the City of Ste. Genevieve has a need to contract with a qualified contractor for the “Electrical Improvements – Ste. Genevieve Water Plant” Project No. 21-8709; and

**WHEREAS**, the City advertised for bids and received a total of four (4) proposals, a copy of which is attached as Exhibit “A”; and

**WHEREAS**, Cochran Engineering reviewed all the bids and the City accepted the low bid from BT Electric, LLC in the amount of \$196,890.41 at the Board of Aldermen Meeting held on February 10, 2022 ; and

**WHEREAS**, the Board of Aldermen of the City of Ste. Genevieve wishes to enter into the “Owner-Contractor Agreement”, (Exhibit “B”) incorporated by reference in this Ordinance to complete the “Electrical Improvements – Ste. Genevieve Water Plant” No. 21-8709.

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

**SECTION 1.** The proposal submitted by BT Electric, LLC of Bloomsdale, Missouri is hereby accepted and the owner-contractor agreement in a total amount not to exceed **one hundred ninety six thousand eight hundred and ninety dollars and forty one cents (\$196,890.41)** is hereby approved in substantially the form of Exhibit “B” attached hereto.

**SECTION 2.** The Mayor is hereby authorized and directed to execute and deliver the contract/agreement on behalf of the City.

**SECTION 3. EFFECTIVE DATE.** This ordinance shall be in full force and effect from and after its date of passage.

**SECTION 4. REPEALER.** All ordinance and parts thereof in conflict with this ordinance are hereby repealed to the extent of such inconsistency.

**DATE OF FIRST READING:** \_\_\_\_\_.

**DATE OF SECOND READING:** \_\_\_\_\_.

**VOTE**

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

**\_\_\_ YES \_\_\_ NO \_\_\_ ABSENT**

APPROVED AS TO FORM:

\_\_\_\_\_  
Paul Hassler, Mayor

\_\_\_\_\_  
Mark Bishop, City Attorney

ATTEST:

REVIEWED BY:

\_\_\_\_\_  
Pam Meyer, City Clerk

\_\_\_\_\_  
Happy Welch, City Administrator

**CITY OF STE. GENEVIEVE  
ELECTRICAL IMPROVEMENTS - STE. GENEVIEVE WATER PLANT  
BID TABULATION SHEET**

Project No. 21-8709

Bid Date: February 1, 2022; 2:00PM

Item	Description	Unit	Quantity	Engineer's Cost Estimate		BT Electric		Midstate Energy		5B Electric	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	General Conditions	LS	1	\$15,000.00	\$15,000.00	\$45,980.00	\$45,980.00	\$0.00	\$0.00	\$20,000.00	\$20,000.00
2	Electrical Improvements	LS	1	\$316,458.00	\$316,458.00	\$133,711.00	\$133,711.00	\$334,951.00	\$334,951.00	\$314,620.00	\$314,620.00
3	(2) Sets of 300 MCM Cables	LF	150	\$60.00	\$9,000.00	\$62.27	\$9,340.08	\$45.33	\$6,799.50	\$60.40	\$9,060.00
4	(1) Set of 500 MCM Cables	LF	150	\$75.00	\$11,250.00	\$52.40	\$7,859.33	\$38.33	\$5,749.50	\$49.35	\$7,402.50
<b>Total Base Bid</b>					<u>\$351,708.00</u>		<u>\$196,890.41</u>		<u>\$347,500.00</u>		<u>\$351,082.50</u>

**OWNER-CONTRACTOR AGREEMENT**

This is an Agreement made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between **City of Ste. Genevieve** (hereinafter called the "Owner") and **BT Electric, LLC**, a Limited Liability Corporation with offices located at 8076 U.S. Highway 61, Bloomsdale, MO 63627, (hereinafter called the "Contractor").

The project is identified as Electrical Improvements – Ste. Genevieve Water Plant, located in Ste. Genevieve, MO, Project No. 21-8709, (hereinafter called "Project")

The Engineer is Cochran, located at 530A East Independence Drive, Union, Missouri 63084 (hereinafter called the "Engineer").

**WITNESSETH:**

The Contractor and the Owner, for the consideration set forth herein, agree as follows:

**ARTICLE I****The Contract Documents**

The Contract Documents include the Conditions of the Contract (General Conditions of Owner-Contractor Agreement, Supplementary Conditions and other Conditions), State Wage Determination, Non-Collusion Affidavit, Performance and Payment Bond, Drawings, Specifications, the Construction Schedule, all Addenda issued prior to the execution of this Contract, and all Modifications issued after execution of this Contract, which together with this Agreement form the Contract, and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions of Owner-Contractor Agreement are applicable to this Agreement.

The Contract represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations and agreements, whether written or oral. An enumeration of the Contract Documents, other than Modifications, is set forth in Article X.

**ARTICLE II****Scope of Work**

The Contractor, acting as an independent contractor, shall faithfully and fully perform the Work described in, and shall do everything required by, the Contract Documents or reasonably inferable therefrom, for the complete construction of the project. The Contractor represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

**ARTICLE III****Time of Completion**

(a) All time limits stated in the Contract Documents are of the essence. The Work to be performed under the Contract shall commence within twenty-eight (28) consecutive calendar days of the date of the written Notice to Proceed from the Owner to the Contractor, and shall be completed within **190** consecutive calendar days from and including the date of said written Notice to Proceed, subject to adjustments of this Contract Time as provided in the Contract Documents.

(b) Contractor shall pay, as liquidated damages and not as a penalty, the sum of **\$750.00** for each consecutive calendar day after the Final Completion date that the Work has not been completed. The total amount so payable to the Owner as liquidated damages may be deducted from any sums due or to become due to Contractor from Owner.

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#### ARTICLE IV

##### The Contract Sum and Payments

The Owner agrees to pay, and the Contractor agrees to accept, for the performance of the Contract, the sum of **One Hundred Ninety-Six Thousand, Eight Hundred Ninety Dollars and Forty-One Cents (\$196,890.41)**, subject to additions and deductions as provided in the Contract Documents. Based upon proper Applications for Payment submitted by the Contractor to the Owner on or before the twentieth day of the month for Work performed, payment will be made in the form of progress payments as follows and as provided elsewhere in the Contract Documents:

(1) On or about the tenth day of each following month, ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work, and ninety-five percent (95%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site to be incorporated into the Work, through the period ending up to the twentieth day of the preceding month, less the aggregate of all previous progress payments;

(2) Final payment within 30 days after the Work is fully completed and accepted by the Owner and the Contract is fully performed.

#### ARTICLE V

##### Performance of the Work

(a) Within 10 days after being awarded the Contract, the Contractor shall prepare and submit for the Owner's approval, (1) a Construction Schedule for the Work in a Gantt Chart format, which Construction Schedule shall indicate the dates for starting and completing the various stages of construction, and (2) a Traffic Control Plan indicating the location of all proposed signage, detours, road closures throughout the Project which adequately address the Traffic Control Plan of the proposed Work. All traffic control shall be according to the standards of the latest edition of the Manual on Uniform Traffic Control Devices developed by the Federal Highway Administration. No Work will commence until the Contractor's Schedule and Traffic Control Plan is submitted and approved by the Owner.

(b) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Contract.

(c) After commencement of the Work, and until final completion of the Work, the Contractor shall report to the Owner at such intervals as the Owner may reasonably direct, the actual progress of the Work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the Owner for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause his Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the Owner shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.



**ARTICLE VI****Delays Beyond Contractor's Control**

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule as a result of the act or neglect of the Owner, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, then, and to the extent of such delays, the Contractor shall not be required to pay liquidated damages to the Owner pursuant to Paragraph (b) of Article III hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in Paragraph (c) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of work is so great that it cannot be remedied without incurring additional cost which the Owner does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the Owner.

(b) Notwithstanding the foregoing Paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefor is made in writing by the Contractor to the Owner, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather shall not constitute a cause for granting an extension of time.

(d) Except to the extent that a delay is caused by the Owner, the Contractor's sole remedy shall consist of his rights under this Article VI.

**ARTICLE VII****Changes in the Work**

(a) The Owner may make changes within the general scope of the Contract by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the Owner in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the General Conditions.

(b) If the requested change would result in a delay in the Construction Schedule, the provisions of Paragraph (c) of Article V and of Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date and the Construction Schedule shall be adjusted by agreement between the parties to reflect such decrease.

(c) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the unit prices previously specified, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the Owner, be determined by an acceptable lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, or by an acceptable cost plus percentage or fixed fee.



Property Damage:	\$2,000,000 each occurrence
	\$2,000,000 aggregate
(c) Comprehensive Automobile Liability, Bodily Injury	
Including Death:	\$2,000,000 each person
	\$2,000,000 each occurrence
Property Damage:	\$2,000,000 each accident
(d) Owner's Protective Bodily Injury (Separate Policy)	
Including Death:	\$2,000,000 each occurrence
Property Damage:	\$2,000,000 each occurrence
	\$2,000,000 aggregate

The Owner's Protective Policy shall name the Owner as the insured. Certificates evidencing such insurance shall be furnished to the Owner prior to Contractor commencing the Work on this Project. The certificates must state, **"City of Ste. Genevieve, the Engineer and their Officers and Employees, are included as an additional insured as required by written contract under the General Liability Policy with respect to work performed by the named insured on the above listed project."**

#### ARTICLE X

##### Enumeration of The Contract Documents

The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

- (a) Owner-Contractor Agreement
- (b) General Conditions of the Owner-Contractor Agreement
- (c) Supplementary or other Conditions of the Contract as follows:  
Job Special Provisions
- (d) The Specifications dated: January 2022
- (e) The Drawings identified as follows:  
Electrical Improvements – Ste. Genevieve Water Plant
- (f) Performance and Payment Bond
- (g) Construction Schedule
- (h) State Wage Determination
- (i) Non-Collusion Affidavit
- (j) Subcontractor Approval Form
- (k) Affidavit of Compliance Anti-Discrimination Against Israel Act
- (l) The Addenda, if any, are as follows:  
Addendum No. 1 – January 27, 2022  
Addendum No. 2 – January 31, 2022
- (m) Other documents, if any, forming part of the Contract Documents are as follows:  
Bid Form Proposal  
Project Manual

\* In making out this form the title that is not applicable should be struck out. For example, if the Contractor is a corporation and this form is to be executed by its president, the words "sole owner, a partner, secretary, etc." should be struck out.

**ARTICLE XI**

**Anti-Discrimination Against Israel Act**

In accordance with the provisions of Section 34.600 RSMo., the Contractor shall, upon execution of the Agreement, execute and deliver to the District an affidavit in the form titled Affidavit of Compliance Anti-Discrimination Against Israel Act attached hereto and incorporated herein by reference. Failure to provide the affidavit and comply with the provisions of Section 34.600 RSMo shall render the Agreement void.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

City of Ste. Genevieve  
Owner

By \_\_\_\_\_

Print Name

(SEAL)

Attest: \_\_\_\_\_

Print Name

Date: \_\_\_\_\_

OWNER  
Title

By [Signature]  
BT Electric, LLC

(SEAL)

Attest: [Signature]

Date: 2/16/2022

**ACCEPTANCE OF AWARD**

Receipt of this NOTICE OF AWARD is hereby acknowledged by

BT Electric, LLC

this 14 day of February, 2022.

By: 

Title: Owner